



## LAKESWOOD CITY COUNCIL AGENDA

Monday, April 18, 2016

7:00 P.M.

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

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Page No.

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### PROCLAMATIONS AND PRESENTATIONS

1. Proclamation declaring April 23, 2016 as Parks Appreciation Day. – *Mr. Jason Gerwen, Chair, Parks and Recreation Advisory Board*
2. Business showcase. – *Ardesson's Shoe Repair, Mr. Alex Bennett, Owner*

### PUBLIC COMMENTS

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

- ( 4) A. Approval of the minutes of the City Council meeting of April 4, 2016.
- ( 9) B. Approval of the minutes of the City Council Study Session of April 11, 2016.
- (13) C. Motion No. 2016-19

Authorizing the execution of a collective bargaining agreement with the Lakewood Police Independent Guild from January 1, 2016 through December 31, 2020.

*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****PUBLIC HEARINGS AND APPEALS**

- ( 90) This is the date set for a public hearing on the Fiscal Year 2016 Consolidated Action Plan and Amendments to the Fiscal Year 2013 and Fiscal Year 2014 Consolidated Action Plans.
- ( 94) This is the date set for a public hearing on vacating a portion of the 84<sup>th</sup> Street SW right-of-way.

**ORDINANCES**

- (108) Ordinance No. 637

Amending Sections 12A.15.050, 12A.15.060, 12A.15.090, and 12A.15.100 of the Lakewood Municipal Code relative to mandatory sewer connections.  
– *Public Works Director*

- (115) Ordinance No. 638

Amending Section 3.40.070 of the Lakewood Municipal Code relative to special investigative imprest funds. – *Assistant City Manager for Administrative Services*

**RESOLUTION**

- (118) Resolution No. 2016-06

Authorizing the submittal of a grant application to the Washington State Recreation and Conservation Office, in the amount of \$500,000, for Harry Todd Park waterfront improvements. – *Parks, Recreation and Community Services Director*

**UNFINISHED BUSINESS**

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**NEW BUSINESS**(121) Motion No. 2016-20

Adopting the City Council goals and priorities for 2016-2018. – *City Attorney*

**REPORTS BY THE CITY MANAGER**

(140) Review of financial policies.

(151) Municipal Court update

(159) 1<sup>st</sup> Quarter Police Report

**CITY COUNCIL COMMENTS****ADJOURNMENT**

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## **LAKWOOD CITY COUNCIL MINUTES**

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

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### **CALL TO ORDER**

Mayor Anderson called the meeting to order at 7:02 p.m.

### **ROLL CALL**

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

Councilmember Excused: 1 – Deputy Mayor Jason Whalen

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Anderson.

### **PROCLAMATIONS AND PRESENTATIONS**

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

The Youth Council reported on the Father/Daughter Dance and the City's 20<sup>th</sup> Anniversary Summer Event celebration. A report was then provided on the activities at each of the high schools.

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

Clover Park School District (CPSD) Board Director Wagemann reported that Lochburn Middle School unified basketball team won gold. He then spoke about the District's open door program and the science fair. He announced that kindergarten registrations start on April 25. School District Budget sessions begin in May and are open to the public. He then provided an update on school construction projects.

#### **Lakewood's Promise Program agreement signing ceremony.**

Lakewood's Promise Coordinator Kurt Sample spoke about the purpose of Memorandum of Agreement for the Lakewood's Promise program. Each

Lakewood's Promise member agencies introduced themselves and signed the collaborative agreement to carry out the purpose of Lakewood's Promise.

## **PUBLIC COMMENTS**

Speaking before the Council were:

None.

## **C O N S E N T   A G E N D A**

- A. Approval of the minutes of the City Council Retreat of March 19, 2016.
- B. Approval of the minutes of the City Council meeting of March 21, 2016.
- C. Approval of the minutes of the City Council Study Session of March 28, 2016.
- D. Approval of payroll checks, in the amount of \$2,198,315.19, for the period February 16, 2016 through March 15, 2016
- E. Approval of claim vouchers, in the amount of \$1,289,217.92, for the period February 13, 2016 through March 15, 2016.
- F. Motion No. 2016-17  
  
Appointing Ed Kane to serve on the Lakewood Arts Commission through October 15, 2018.
- G. Motion No. 2016-18  
  
Awarding a bid to Pape and Sons Construction, Inc., in the amount of \$3,497,794.64 for improvements on South Tacoma Way from SR512 to 96<sup>th</sup> Street South.
- H. Items Filed in the Office of the City Clerk:
  - 1. Planning Commission meeting minutes of February 17, 2016.
  - 2. Parks and Recreation Advisory Board meeting minutes of February 25, 2016.

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

**R E G U L A R   A G E N D A**

**ORDINANCES**

**Ordinance No. 636 providing for the issuance, sale and delivery of a Limited Tax General Obligation bond, not to exceed \$1,900,000, to refund certain outstanding Limited Tax General Obligation bonds of the City.**

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT ORDINANCE NO. 636. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**RESOLUTIONS**

**Resolution No. 2016-04 expressing the intent to amend the 2016 Comprehensive Plan and land use and development regulations.**

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT RESOLUTION NO. 2016-04. SECONDED BY COUNCILMEMBER MOSS.

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COUNCILMEMBER BOCCHI MOVED TO AMEND EXHIBIT A OF THE RESOLUTION 2016-05 BY DELETING SECTION 18A.50.550(F) OF THE MUNICIPAL CODE RELATIVE TO SATELLITE PARKING LOTS. SECONDED BY COUNCILMEMBER BRANDSTETTER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

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VOICE VOTE WAS TAKEN AND CARRIED ON THE AMENDED RESOLUTION 2016-04.

**Resolution No. 2016-05 Expressing the support for continued State funding for the Municipal Research Services Center.**

COUNCILMEMBER SIMPSON MOVED TO ADOPT RESOLUTION NO. 2016-05. SECONDED BY COUNCILMEMBER BARTH. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

None.

**REPORTS BY THE CITY MANAGER**

City Manager Caulfield called on Police Chief Zaro.

**2015 Year End Police Report.**

Police Chief Zaro reviewed the 2015 Year End Police Report including Moody Meals, Shop With an Officer, Behavioral Health Contact Team, calls for services, use of force, pursuits, officer involved collisions, and crime rates.

**2016 Legislative Session Report**

Ms. Briahna Murray provided a report on the 2016 Legislative Session update. She indicated that a supplemental budget was agreed to. Through the legislative process, the City received \$257,000 for improvements at Ft. Steilacoom Park and \$50,000 for evaluation of properties for the north clear zone. She noted that for the 2107 legislative session agenda efforts would be made to continue the transfer of Ft. Steilacoom Park property to the City and encourage full funding of community policing at Western State Hospital and the relocation of WSDOT facilities.

Discussion ensued when levels of activities at Western State Hospital are increased and levels of police responses are increased that community police funding also be increased and that it be fully funded.

**Sound Transit 3 update.**

City Manager Caulfield provided an update on Sound Transit 3 Plan, a 25 year plan, and Lakewood's desire for continuation of light rail south of Tacoma Mall into Lakewood and bus rapid transit from the Tacoma Dome Station to operate along South Tacoma Way to Pacific Highway and into Tillicum; and extend Sounder from Lakewood Station to Dupont and include a Sounder Station in Tillicum. He noted that citizens of Lakewood annually pay \$10 million for Sound Transit.

He reported that the Sound Transit Board is receiving public comment on the draft plan and suggested that the Council meet with neighboring Councils to submit a joint letter of response.

He then provided a 20<sup>th</sup> Anniversary Summer Event update. He reported that the event will be held on June 4, 2016 from 1:00 p.m. – 6:00 p.m. at Lakewood Towne Center.

He noted that the City received the AWC Well City award.

He reported that LASA has assisted 200 people in the last eight months.

He then noted that he will be providing the State of the City address before various groups.

He reported that building activities have increased and assessed values have almost doubled.

He reported that staff is in the process of closing out the 2015 financial books which will be reported to the Council soon.

### **CITY COUNCIL COMMENTS**

Councilmember Moss commented on the Lakewood Rotary District's leadership training session she attended over the weekend.

Councilmember Bocchi asked if another Councilmember could attend the Tillicum Neighborhood Association meeting on Thursday, April 7, 2016 as he could not attend that meeting. Similarly, Councilmember Bocchi indicated that he could not attend the Planning Commission meeting that starts at 6:30 p.m. He then commented on the Starbucks in Tillicum.

Councilmember Brandstetter spoke about his follow-up meeting he had with Pierce Transit staff about the 2040 Pierce Transit Long Range Plan and the data that was used in developing the Plan.

Councilmember Barth spoke about Career Day event she attended at Four Heroes School.

Councilmember Simpson asked that he be provided a copy of the State of the City presentation.

Mayor Anderson commented on a joint meeting with Clover Park School District Board and facilitation of the meeting.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:10 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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ALICE M. BUSH, MMC  
CITY CLERK



## **LAKWOOD CITY COUNCIL STUDY SESSION MINUTES**

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

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### **CALL TO ORDER**

Mayor Anderson called the meeting to order at 7:19 p.m.

### **ROLL CALL**

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

### **ITEMS FOR DISCUSSION:**

#### **Western State Hospital update.**

Mr. Ron Adler, CEO, Western State Hospital, provided an update on the Western State Hospital renovations.

Discussion ensued on staffing at Western State Hospital; what can the Council do to assist Western State Hospital and what can local government do relative to mental care funding; stressing the value of community policing funding to the State legislature; is Western State Hospital the right facility for housing patients due to civil infractions; what are some of the success stories at Western State Hospital; how do we address safety issues of violent types of criminals housed at Western State Hospital and provide assurance of the safety of employees and citizens of Lakewood; does the hospital have the ability to turn people away; what other services (health care) are provided on Western State Hospital grounds that are not operated by the hospital; what happens if Western State Hospital is decertified; how are employee assaults at Western State Hospital comparable to other similar hospitals; and when patients are released where are they relocated to.

#### **Tacoma-Pierce County Health Department presentation.**

Mr. John Sherman, Tacoma-Pierce County Health Department Assistant Division Director for Environmental Health, and Health Department staff provided an overview of the Health Department, and its role in health. An overview was provided on sewage and septic systems.

Discussion ensued the number of asthma home visits provided in Lakewood; are there guidelines that would assist with dealing with mold issues between tenants and landlords; how many different languages are available in providing information; how are landlords being contacted in providing information and education (rental housing association, smoke free housing association); concerns about potential septic system impacts to American Lake and what can be done to impose a testing program to ensure ground water and drinking water is not contaminated; and sharing data of the 1187 septic systems with Lakewood Public Works Department.

### **Review of the Towne Center Covenants, Conditions and Restrictions and easements.**

City Attorney Wachter and Economic Development Manager Newton provided an overview of the Lakewood Towne Center's history, its covenants and restrictions. From that information, the types of retailers that could locate in the Towne Center include sporting goods, beauty supplies and furniture retailers.

Discussion ensued on what is the attitude of RPAI in working with the City; are more sophisticated data looked at such as credit card data by retailers versus household income; have RPAI looked at having more public/open space to draw more people; would getting something at the former QFC building make a difference to RPAI; are there zoning changes that could be made; what could the City do through eminent domain where the City could have assisted RPAI because of CC&R lease restrictions; is it feasible for the City to invest in a \$500,000 subarea plan at this time; should eminent domain be used to provide for a public use space for a Library and Senior Center in the Towne Center or at another location; and what does the subarea plan accomplish (becomes incorporated into the Comprehensive Plan).

### **Economic Development update.**

Economic Development Manager Becky Newton provided an update on economic development priorities including government contracting, developer outreach on housing, Motor Avenue and the Central Business District, Pacific Highway Redevelopment, potential Woodbrook Industrial users, Springbrook and South Tacoma Way activities, business activities, and map of economic development activities.

Discussion ensued if the Georgian House property on Steilacoom Boulevard that is being turned into Pierce College dormitory housing is off the property tax rolls; new economic development of the Welchers Gun Shop and Range, and what is being proposed at Lakewood Drive and Steilacoom Boulevard and the masonry over the walkway at Sound Transit building; and what the strengths of an outlet mall would need (high volumes of traffic) to be successful.

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

City Manager Caulfield called on City Attorney Wachter to review the City Council goals and objectives.

**Review of City Council goals and objectives.**

City Attorney Wachter reviewed the goals and objectives reviewed by the Council at its City Council's Retreat on March 19, 2016.

Discussion ensued about the CBD subarea plan.

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City Manager Caulfield asked for Council's approval to reach out to Senators Murray and Cantwell to request their support to ensure that local control is maintained by cities and states to regulate the use of drones. Council concurred.

**ITEMS TENTATIVELY SCHEDULED FOR THE APRIL 18, 2016 REGULAR CITY COUNCIL MEETING:**

1. Proclamation declaring April 23, 2016 as Parks Appreciation Day.
2. Business showcase. – *Ardesson's Shoe Repair*
3. Approving a collective bargaining agreement with the Lakewood Police Independent Guild.
4. This is the date set for a public hearing on the Fiscal Year 2016 Consolidated Action Plan and Amendments to the Fiscal Year 2013 and Fiscal Year 2014 Consolidated Action Plans.
5. This is the date set for a public hearing on vacating a portion of the 84<sup>th</sup> Street SW right-of-way.
6. Authorizing the deferral of sewer connections.
7. Authorizing the submittal of a grant application to the Washington State Recreation and Conservation Office for Harry Todd Park waterfront improvements.

**CITY COUNCIL COMMENTS**

Mayor Anderson announced that Council will move into a closed session to discuss employee relations pursuant to R.C.W. 42.30.140(4).

**ADJOURNMENT**

There being no further business, the meeting adjourned at 11:15 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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ALICE M. BUSH, MMC  
CITY CLERK

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> 4/18/16	<b>TITLE:</b> Authorizing the City Manager to execute a collective bargaining agreement with the Lakewood Police Independent Guild for January 1, 2016 through December 31, 2020.	<b>TYPE OF ACTION:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2016-19 <input type="checkbox"/> OTHER
<b>REVIEW:</b> 4/11/16	<b>ATTACHMENTS:</b> Labor Agreement	

**SUBMITTED BY:** Mary McDougal, Human Resources Manager.

**RECOMMENDATION:** It is recommended the City Council authorize the City Manager to execute the collective bargaining agreement negotiated between the City of Lakewood and the Lakewood Police Independent Guild (LPIG) covering the period from 01/01/16 through 12/31/20. This action would also amend previously adopted Ordinances which identify LPIG employee’s salaries and benefits.

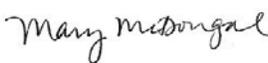
**DISCUSSION:** Representatives for the City of Lakewood and the Lakewood Police Independent Guild (LPIG) have been negotiating for the past several months. LPIG represents approximately 94 fully commissioned Police Officer, Detective and Sergeant positions.

The LPIG has ratified the tentative agreement. The major provisions of the new agreement are listed below.

- Term of Agreement: Five Years (01-01-2016 to 12-31-2020).
- 9 step salary schedule implemented in 2016; 2% increase in 2017; 3% increase in 2018; 3% increase in 2019; 4% increase in 2020.
- Specialty Pay of 3% for Range Master, Defensive Tactics Coordinator and Forensics Manager; Hazardous Devices Tech removed. Patrol Training Officer from 5% added to salary to 5% for hours worked. 6% Specialty Pay cap, not including PTO time or K9 pay. (continued to page 2).

**ALTERNATIVE(S):** The Council could decide not to authorize recommended changes to the labor agreement or authorize execution of the Lakewood Police Independent Guild Agreement however, this recommendation has been determined to be in the best interest of the City.

**FISCAL IMPACT:** Adoption of this Motion will create an additional fiscal impact of approximately \$3,702,116 for the 5-year term of the agreement, and \$4,426,504 for the 6-year period ending 12/31/2021. Other items are determined to be budget neutral or nominal increases.

 <hr/> Prepared by  <hr/> Department Director	 <hr/> City Manager Review
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**DISCUSSION CONTINUED:**

- Master Police Officer premium pay increased 1% at each level, and total professional development pay cap increased from 8% to 10%. Clothing Allowance for non-uniformed assignments increased from \$400 to \$500, and Gortex Rain gear provided.
- Mileage reimbursement required of Officers who use take-home vehicles and live beyond the 30 mile radius of City limits.
- Compensatory Time Maximum increased from 60 to 120 hours.
- Annual Leave maximum accrual increased from 1200 to 1400 hours; payout and carryforward remain at 1200 except within one year of written notice of retirement.
- Move to Healthfirst \$250 and Group Health \$20 co-pay plans effective 1/1/17 with current premium sharing percentages.
- Increase annual HSA contribution by \$350 for employee only coverage and by \$250 for the employee and each dependent to a maximum of 2 for family coverage, effective 1/1/17.
- Labor and Industries premiums will be shared between the employee and the City.

Additional changes related to discipline investigations and retention schedule, grievance procedures and use of vehicle-mounted video and audio systems and automated vehicle locator systems, have been made the labor agreement as well.

In summary, it is our recommendation the City Council authorize the City Manager to enter into a 2016-2020 labor agreement with the Lakewood Police Independent Guild.



## **COLLECTIVE BARGAINING AGREEMENT**

By and Between

City of Lakewood

and

Lakewood Police Independent Guild

January 1, 2016 through December 31, 2020

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# Table of Contents

## Contents

<b>–PREAMBLE–</b> .....	5
<b>–ARTICLE 1 • RECOGNITION–</b> .....	2
<b>–ARTICLE 2 • GUILD BUSINESS –</b> .....	3
2.01 Required Membership:.....	3
2.02 Dues Deductions:.....	3
2.03 Bulletin Board:.....	3
2.04 Hold Harmless:.....	4
2.05 Designated Representative:.....	4
2.06 Negotiations:.....	4
<b>–ARTICLE 3 • MANAGEMENT RIGHTS–</b> .....	5
3.01 Retention of Rights:.....	5
3.02 Management Rights:.....	5
<b>–ARTICLE 4 • EMPLOYMENT PRACTICES–</b> .....	7
4.01 Vacancies and Promotions:.....	7
4.02 Probationary Period:.....	7
4.03 Extension of Probationary Period:.....	7
4.04 Seniority:.....	7
4.05 Loss of Seniority:.....	8
4.06 Layoffs:.....	8
4.07 Bump Back Privileges:.....	8
4.08 Recall:.....	9
4.09 Effect of Personnel Policies and Procedures:.....	9
4.10 Equal Employment Opportunity:.....	9
<b>–ARTICLE 5 • DISCIPLINE AND DISCHARGE–</b> .....	11
5.01 Discipline and Discharge:.....	11
5.02 Mandatory Discipline Retention Schedule:.....	11
5.03 Off-Duty Misconduct:.....	11
5.04 Disciplinary Investigations:.....	11
<b>–ARTICLE 6 • WAGES–</b> .....	14
6.01 Salary Schedule:.....	14
6.02 Salary Schedule Adjustments: See Appendix A.....	14
6.03 Specialty Pay:.....	14
6.04 Acting Pay:.....	16
<b>–ARTICLE 7 • CLOTHING AND EQUIPMENT–</b> .....	17
7.01 City Provided Clothing:.....	17

7.02	City Property: .....	17
7.03	Vehicles:.....	17
7.04	Uniform Issue and Replacement: .....	17
<b>-ARTICLE 8 • HOURS OF WORK AND OVERTIME -</b> .....		<b>20</b>
8.01	Generally: Th .....	20
8.02	Hours of Work: .....	20
8.03	Overtime: .....	21
8.04	Compensatory Time: .....	22
8.05	Schedule Adjustments for Training: .....	23
8.06	Daylight Savings Time: .....	23
8.07	On-Call:.....	24
8.09	Court: .....	24
8.10	Non-Pyramiding: .....	24
<b>-ARTICLE 9 • ANNUAL LEAVE-</b> .....		<b>25</b>
9.01	Annual Leave: .....	25
9.02	Holidays:.....	26
9.03	Bidding for Annual Leave: .....	27
<b>-ARTICLE 10 • USE OF ACCRUED LEAVE FOR ILLNESS OR INJURY.....</b>		<b>28</b>
10.01	Approval.....	28
10.02	Medical Certification.....	28
10.03	Qualifying Purposes .....	28
10.04	Intermittent Leave: .....	28
10.05	When Leave is Exhausted:.....	29
10.06	Leave Abuse: .....	29
10.07	Reporting Absences: .....	29
10.08	Requesting Leave for Illness or Injury: .....	29
10.09	Definitions: .....	29
<b>-ARTICLE 11 • BEREAVEMENT LEAVE-</b> .....		<b>31</b>
11.01	Bereavement Leave: .....	31
11.02	Additional Bereavement Leave:.....	31
<b>-ARTICLE 12 • JURY DUTY-</b> .....		<b>32</b>
12.01	Jury Duty: .....	32
<b>-ARTICLE 13 • PERFORMANCE OF DUTY-</b> .....		<b>33</b>
<b>-ARTICLE 14 • HEALTH AND SAFETY-</b> .....		<b>34</b>
14.01	Physical Fitness: .....	34
14.02	Fitness for Duty:.....	34
14.03	Temporary Modified Duty:.....	34
<b>-ARTICLE 15 • GRIEVANCE PROCEDURE-</b> .....		<b>35</b>
15.01	Grievance Procedure: .....	35
15.02	Timelines:.....	35

15.03	<i>Alternative Filing:</i>	35
15.04	<i>Processing of Grievance: The provisions of this Article:</i>	36
15.05	<i>Appeal: Civil Service Appeal Constitutes Election of Remedies:</i>	36
<b>-ARTICLE 16 • ARBITRATION-</b>		<b>37</b>
16.01	<i>Arbitration:</i>	37
16.02	<i>Selection of Arbitrator:</i>	37
16.03	<i>Limitations on Arbitrator's Authority:</i>	37
16.04	<i>Employee Rights:</i>	37
16.05	<i>Arbitration Expenses:</i>	37
<b>-ARTICLE 17 • INSURANCE COVERAGE-</b>		<b>38</b>
17.01	<i>Medical Insurance:</i>	38
17.02	<i>Dental Insurance:</i>	38
17.03	<i>Orthodontia Insurance:</i>	38
17.04	<i>Vision Insurance:</i>	39
17.05	<i>Labor &amp; Industries Insurance:</i>	39
17.06	<i>Life Insurance:</i>	39
17.07	<i>Survivor Income Life Insurance:</i>	39
17.08	<i>Long-Term Disability Insurance:</i>	39
17.09	<i>Equivalent Insurance Coverage:</i>	39
17.10	<i>Option for Employees Covered by Outside Medical Insurance:</i>	39
<b>-ARTICLE 18 • RETIREMENT BENEFITS / DEFERRED COMPENSATION-</b>		<b>40</b>
18.01	<i>Law Enforcement Officers and Fire Fighters Retirement Plan (LEOFF):</i>	40
18.02	<i>Social Security Alternate:</i>	40
18.03	<i>Deferred Compensation:</i>	40
<b>-ARTICLE 19 • ALCOHOL &amp; DRUG FREE WORK ENVIRONMENT-</b>		<b>41</b>
19.01	<i>Prohibited Conduct:</i>	41
19.02	<i>Duty to Disclose:</i>	41
19.03	<i>Voluntary Rehabilitation:</i>	41
19.04	<i>Reasonable Suspicion Testing:</i>	41
19.05	<i>Definitions:</i>	41
19.06	<i>Testing Procedures:</i>	43
19.07	<i>Confirmation of Positive Test Result:</i>	44
19.08	<i>Final Test Result:</i>	44
19.09	<i>Limited Medical Release:</i>	44
<b>-ARTICLE 20 • OUTSIDE EMPLOYMENT-</b>		<b>45</b>
20.01	<i>Outside Employment:</i>	45
20.02	<i>Extra-Duty Employment:</i>	45
20.03	<i>Off-Duty Employment:</i>	46
<b>-ARTICLE 21 • FAMILY &amp; MEDICAL LEAVE ACT-</b>		<b>48</b>
21.01	<i>Family and Medical Leave:</i>	48

21.02	<i>Parenting Leave:</i> .....	48
21.03	<i>Use of Paid and Unpaid Leave:</i> .....	48
21.04	<i>Intermittent Leave or Reduced Work Schedule:</i> .....	48
21.05	<i>Employee Status and Benefits During Leave:</i> .....	49
21.06	<i>Employee Status After Leave:</i> .....	49
21.07	<i>Length and Conditions of Leave:</i> .....	49
21.08	<i>Medical Certification:</i> .....	49
21.09	<i>Coordination and Monitoring of Leave:</i> .....	49
	<b>-ARTICLE 22 • CONTINUATION OF BENEFITS DURING MILITARY LEAVE-</b> .....	<b>51</b>
22.01	<i>USERRA Health Care Coverage:</i> .....	51
22.02	<i>City-Paid Dependent Coverage:</i> .....	51
22.03	<i>Eligibility Requirements:</i> .....	51
22.04	<i>Definitions:</i> .....	51
22.05	<i>Procedures:</i> .....	51
	<b>-ARTICLE 23 • MISCELLANEOUS CONDITIONS-</b> .....	<b>53</b>
23.01	<i>Severability:</i> .....	53
23.02	<i>Entire Agreement:</i> .....	53
23.03	<i>Labor Management Committee:</i> .....	53
	<b>-ARTICLE 24 • DURATION OF AGREEMENT-</b> .....	<b>54</b>
24.01	<i>Duration of Agreement:</i> .....	54
24.02	<i>Contract Negotiations:</i> .....	54
	<b>APPENDIX A</b> .....	<b>1</b>
	<i>Salary Schedule</i> .....	1
	<b>APPENDIX B</b> .....	<b>5</b>
	<i>Professional Development Pay</i> .....	5
	<b>APPENDIX C</b> .....	<b>8</b>
	<i>Lakewood Investigator and Sergeants Rotation</i> .....	8
	<b>APPENDIX D</b> .....	<b>9</b>
	<i>Collision Review Process</i> .....	9
	<b>APPENDIX E</b> .....	<b>13</b>
	<i>Use of Video and Audio Systems</i> .....	13
	<b>APPENDIX F</b> .....	<b>15</b>
	<i>Use of Automatic Vehicle Locator (AVL)</i> .....	15

**-PREAMBLE-**

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

## -ARTICLE 1 • RECOGNITION-

**1.01 Definition of Bargaining Unit:** The City of Lakewood, hereinafter referred to as City, recognizes the Lakewood Police Independent Guild, hereinafter referred to as Guild, as the exclusive bargaining representative for all full-time, fully commissioned law enforcement officers of the Lakewood Police Department, hereinafter referred to as Department. This bargaining unit excludes officers above the rank of Sergeant and those personnel recognized as exempt under the definition of the Public Employees Collective Bargaining Act and as certified by the Public Employment Relations Commission Case Number 18914-E-04-3001, January 28, 2005.

## -ARTICLE 2 • GUILD BUSINESS -

### 2.01 Required Membership:

- A. It shall be a condition of employment that all bargaining unit employees shall become members of the Guild or pay an agency fee to the Guild for their representation to the extent permitted by law.
- B. All employees covered under the terms of this Agreement shall make application to join the Guild within 31 calendar days following the employee's date of hire and must maintain membership in good standing, as uniformly required by the Guild, for the life of this agreement and any renewal thereof. Refusal to join the Guild or to maintain membership in good standing shall be grounds for dismissal. The Guild shall advise the City in writing within 30 calendar days of any individual who has failed to make application under the terms of this section.
- C. The City will advise the Guild in writing of all new Police Department employees covered under this agreement within 7 days of employment.
- D. Employees with a bona fide religious objection to Guild membership and/or association shall not be required to tender those dues or initiation fees to the Guild as a condition of employment. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fees to a non-religious charity mutually agreed upon between the public employee and the Guild. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Guild cannot agree on the non-religious charity, the Public Employment Relations Commission shall approve the charitable organization. All initiation fees and dues paid to the charity shall be for non-political purposes.

**2.02 Dues Deductions:** Upon written authorization by a bargaining unit employee, the City agrees to deduct from the wages of each employee the sum certified as the initiation fee and dues each month and to forward the sum to the Guild, or a designated banking institution. If any employee does not have a check coming to him/her or the check is not large enough to satisfy the deductions, no deductions shall be made from the employee for that calendar month. All requests to cancel dues deductions shall be in writing to the City and require notification to the Guild by the City.

**2.03 Bulletin Board:** The City shall provide suitable space at each work location for the Guild to use as a bulletin board for the posting of notices related to official Guild business, so long as the matters posted are not inflammatory or political in nature. The Guild will be responsible for removing dated material and will bear all costs in preparing and posting the bulletin board(s). The Guild will maintain the bulletin boards in a professional and orderly fashion.

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

**2.05 Designated Representative:**

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

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

## –ARTICLE 3 • MANAGEMENT RIGHTS–

**3.01 Retention of Rights:** Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its lawful and exclusive rights, decision making prerogatives, functions, and authority connected with its responsibility to manage its affairs or any part thereof and not specifically limited by this Agreement or by law. The City does not waive any rights by the exercise or non-exercise of any rights or powers granted by this Agreement.

**3.02 Management Rights:** Management rights and responsibilities shall include, but are not limited to, the following examples:

- A. The City and the Department shall retain all rights and authority to which by law they are entitled.
- B. The City has the right to plan, direct, control and determine all the operations and services of the City, supervise and direct the workforce, establish the qualifications for employment, recruit, hire, fill vacancies, and assign employees.
- C. The City has the right to determine the need for and schedule overtime work.
- D. The City has the right to establish work and performance standards and to evaluate employees' competency and performance of their work assignments.
- E. The City has the right to determine the equipment, organization, and number of personnel by which such operations and services shall be made or purchased.
- F. The City and the Department have the right to establish, modify, and enforce reasonable rules and regulations and operational procedures and guidelines, except that where modification of such rules is otherwise subject to bargaining the City shall provide the Guild with the opportunity to bargain.
- G. The City has the right to discipline, suspend, demote, discharge, or take other disciplinary action against non-probationary employees for just cause. Scheduling of disciplinary days off will be at the convenience of Department operations, but must be scheduled within six months.
- H. The City has the right to affect a layoff or a reduction in authorized positions because of lack of work, budgetary restraints, organizational changes, or for other legitimate reasons, and recall employees when appropriate. The determination of who shall be laid off shall be consistent with the layoff provisions of this Agreement.
- I. The City has the right to change or eliminate existing methods, equipment, or facilities, provided such change does not substantially negatively impact officer safety.
- J. The City shall have the right to take any and all actions necessary in the event of an emergency. Such right shall only extend for the duration of the emergency.

**3.03 Mandatory Subjects of Bargaining:** The parties recognize that the City may perceive a need to make operational changes in areas that are not covered by the above management rights and responsibilities, or otherwise precluded by this Agreement. In the event the City desires to make such a change in a mandatory subject of bargaining, the City shall give the Guild at least twenty a (20) calendar day notice of the desired change. The Guild may request bargaining of the issue, and the City thereafter will negotiate with the Guild in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of PERC. If mediation is unsuccessful, the issue will be expeditiously taken to interest arbitration pursuant to the standards contained in RCW 41.56.

## –ARTICLE 4 • EMPLOYMENT PRACTICES–

- 4.01 Vacancies and Promotions:** Vacancies shall be filled and promotions made in accordance with Lakewood Civil Service Rules.
- 4.02 Probationary Period:** All newly hired and promoted employees must serve a probationary period, during which the newly hired employee may be terminated or the promoted employee may be demoted at the discretion of the City. The probationary period for entry-level employees shall end one year from the date the employee completes the Washington State Basic Law Enforcement Academy. The probationary period for lateral hires and upon promotion shall be one year from the date of appointment. The probationary period is an extension of the hiring process; therefore, the provisions of the grievance procedure will not apply to employees if they are discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification.
- 4.03 Extension of Probationary Period:** The probationary period shall be extended for the number of work days an employee was absent or on temporary modified duty status in excess of 10 work days during the probationary period. In the event of extenuating circumstances, the City may extend an employee's probationary period for up to six additional months with prior concurrence of the Guild.
- 4.04 Seniority:**
- A. "Departmental Seniority" is defined as total service as a fully commissioned police officer in Washington State for those employees hired before January 1, 2005, and as total service as a fully commissioned police officer with the City of Lakewood Police Department for employees hired thereafter.
  - B. "Classification Seniority" shall accrue from the effective date of regular appointment or promotion to the employee's current classification. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification. Classification seniority for employees who were promoted to or hired as Detective or Sergeant by the City prior to January 1, 2005, shall be determined by the employee's length of prior service by appointment, assignment or promotion to a full-time position of Detective or Sergeant; this excludes temporary, provisional, or acting assignments.
  - C. An employee shall not accrue seniority during an unpaid leave of absence in excess of thirty (30) calendar days, except as mandated by law for military leave.
  - D. Seniority for individuals having the same date of appointment shall be based on their civil service standing, with the person attaining the highest ranking on the eligibility list having the greatest seniority.

- E. Previous employees rehired by the City shall be credited with prior year(s) of service for the purposes of leave accrual.

#### **4.05 Loss of Seniority:**

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

- A. If the employee voluntarily resigns; or
- B. The employee retires; or
- C. The employee is discharged for cause; or
- D. If the employee fails to respond within three (3) calendar days after delivery or attempted delivery of a notice of reinstatement from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or
- E. If the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of reinstatement from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City.
- F. If the employee fails to timely return from a leave of absence.

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

#### **4.07 Bump Back Privileges:**

- A. An employee ranked higher than Police Officer who is laid off, takes a voluntary reduction, or is reduced in rank by the City may bump back to any lower classification within the bargaining unit which the employee has previously held and successfully completed probation for the City. If this occurs, the result is a layoff in that lower classification according to the criteria in Section 4.06. For the purpose of this section, all Detectives and Sergeants promoted or appointed prior to January 1, 2005, shall be considered to have successfully completed probation for the City for the lower classification.
- B. A Detective or Sergeant who does not successfully complete his/her promotional probationary period may bump back to his/her previous classification.
- C. In the event an employee is promoted to a position outside of the bargaining unit, that employee will be allowed to bump back to the next lesser rank within the bargaining unit in the event of layoff, voluntary reduction, or reduction in rank (including demotion). In addition, those employees in positions outside

the bargaining unit at the time this Agreement was entered may bump back to a bargaining unit position of the next lesser rank should the situation arise, so long as they (1) previously worked in the bargaining unit; and (2) were hired by the City prior to January 1, 2005.

- D. The classification seniority of employees who are bumping back shall include their previous time in grade at the position they are bumping back to plus their time in grade at the higher position(s).

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

- A. If the employee fails to respond within three (3) calendar days after delivery or attempted delivery of a notice of reinstatement from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or
- B. If the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of reinstatement from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City.
- C. If the employee rejects an opportunity for reinstatement.

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

- A. If the City proposes a universal City policy (applicable to all City employees including Guild members) or a Department policy, the City shall provide the Guild draft language prior to finalization. The City shall provide a reasonable notice period (not less than 30 calendar days) and an opportunity to respond.
- B. If the Guild does not respond, the City shall apply the adopted City policy to bargaining unit members, unless there are provisions in this Agreement that supersede or contradict such policy. If the Guild requests bargaining and bargaining is required, then the parties shall bargain the matter in good faith in accordance with this Agreement.

**4.10 Equal Employment Opportunity:** The Guild and the City mutually agree there shall be no unlawful discrimination because of race, creed, color, ethnicity, national origin, gender, sexual orientation, age, marital status, or disability, except for bona fide occupational qualifications. Claims of unlawful discrimination shall be

processed privately by employees through administrative agencies or the court and will not be subject to the grievance procedure.

## –ARTICLE 5 • DISCIPLINE AND DISCHARGE–

### 5.01 Discipline and Discharge:

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

### 5.02 Mandatory Discipline Retention Schedule:

Any documentation of internal review will be retained no longer than required by law (RCW 42.56).

Documentation from the supervisor's red file will be removed at the employee's annual evaluation.

Documentation listed above may not be used for progressive discipline once it has been removed from the file.

The City will promptly notify an employee upon receipt of a public disclosure request which may result in the disclosure of documentation of internal review. This includes but is not limited to requests pursuant to the Public Disclosure Act and discovery demands in the context of litigation.

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

**5.04 Disciplinary Investigations:** This Section does not apply to on-scene law enforcement investigations occurring at the time police services became involved in an event. The following procedures apply to follow-up or subsequent investigations

of complaints of misconduct conducted by the Lakewood Police Department. In such administrative investigations, the following guidelines shall be followed:

- A. "Interview of a subject employee" as used herein shall mean any questioning by an agent of the City who is conducting an investigation (as opposed to a routine inquiry) of the employee being interviewed, when the agent knows (or reasonably should know) that the questioning could result in employee discipline. This section shall not apply to an investigation concerned solely and directly with alleged criminal activities.
- B. At least forty-eight (48) hours before an interview of a subject employee, the employee shall be informed in writing of the nature of the matter in sufficient detail to reasonably apprise him/her of the factual basis of the matter. Each notification shall include the following statement and related MOS section: "If sustained, based on what we know now, the most applicable Manual of Standards section is . At any time during the investigation, up to and including the review by the Chief for disposition, should information be discovered that indicates a more appropriate MOS section, an amendment will be made with notice provided to you or your Guild representation."

The employee shall be advised of their right to and shall be allowed Guild representation to the extent allowed by the law. The member may voluntarily waive the 48-hour period between the receipt of such notification and the interview. In such instances, the waiver shall be in writing and a copy shall be forwarded to the Guild.

- C. Any interview of a subject employee shall take place at the City, except when impractical. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. If the interview occurs during off-duty time of the Guild member being interviewed, the Guild member shall be compensated for any off-duty time in accordance with this Agreement.
- D. The questioning shall not be overly long and the employee shall be entitled to such intermissions as are reasonably necessary.
- E. The employee shall not be subjected to any offensive language or abusive questioning, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation.
- F. The City shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment, nor shall such evidence be offered at any disciplinary hearing without stipulation of the parties.
- G. The Department may, and upon request will, video/audio record any interview. Upon request, a copy of the recording/transcript (if made) will be provided to the officer.

- H. Any final disciplinary decision shall be announced within nine months of the time that the City undertakes the investigation. The Guild will not unreasonably deny requests for additional time.
- I. An employee shall be permitted to read any adverse material affecting his/her employment before it is placed in the City's official personnel file.
- J. Employees have no reasonable expectation of privacy in City property, including such things as desks, computers, file cabinets (excluding Peer Support records), lockers, and vehicles, provided that employees retain a right of privacy in the personal possessions contained therein. Absent permission of the employee, no locker or vehicle search (excluding regularly scheduled vehicle inspections) shall be conducted unless in the presence of a Guild representative. Any removed items shall be inventoried.
- K.

**Criminal Investigation** - If LPD questions an officer during a criminal investigation of one of its officers, it shall advise the member of the criminal nature of the investigation and whether the member is a suspect or a witness before interviewing the member. The preceding sentence shall not apply to covert or undercover investigations. If the member is a witness, the member shall be informed of and afforded the right to LPIG representation during any interview. Investigations of the use of deadly force by members shall be conducted pursuant to MOS 1.3.6.

**–ARTICLE 6 • WAGES–**

**6.01 Salary Schedule:** Effective January 1, 2016 employees covered by this Agreement shall be compensated in accordance with the salary schedule attached to this Agreement and marked Appendix A. For LPIG members employed prior to ratification of this agreement, placement in the salary schedule shall be based on departmental seniority except that those who are not placed at the top step will be placed at the step at least 2% higher than the current salary. . Lateral hires shall be initially placed on the salary schedule at the discretion of the Chief.

**6.02 Salary Schedule Adjustments:** See Appendix A

**6.03 Specialty Pay:** The City will pay premium pay as follows to Officers assigned primarily to the following responsibilities:

Clandestine Lab Team	3.0% per month additional
Investigator	5.0% per month additional
Traffic Reconstructionist	5.0% per month additional
K-9 Officer	3.0% per month additional
Dive	3.0% per month additional
Motorcycle/Traffic	3.0% per month additional
SWAT	3.0% per month additional
CJTC TAC Instructor *	3.0% per month additional
Range Master	3.0% per month additional
NPO	3.0% per month additional
Metro Civil Disturbance Team (CDT)	3.0% per month additional
Defensive Tactics (DT) Program Coordinator	3.0% per month additional
Forensics Manager	3.0% per month additional
Patrol Training Officer	5.0% for all hours worked

First consideration for specialized assignments will be given to applicants with at least three years on the department. If there are no eligible candidates with three or more years of employment with the department, applicants with less than three years may be considered. The least senior person off probation would be subjected to any case of an involuntary transfer.

\*The specialty pay for officers working as a TAC instructor at CJTC will remain in effect only for the duration of the contract with CJTC and condition upon continued reimbursement. Upon return to regular duty the officer will no longer be eligible for TAC instructor specialty pay.

A K-9 Officer will be released one hour prior to the end of his/her scheduled shift but be paid for the entire shift, unless the Chief (or his designee) otherwise requires the employee to stay. If the Chief (or his designee) requires the employee to stay,

overtime shall be paid commencing at the end of the employee's regularly scheduled shift, but the one hour shall be paid at the applicable overtime rate. This compensation is agreed by the parties to be a reasonable approximation of the time it is necessary for the officer to spend to care, groom, feed, maintain, transport, etc. the dog.

1. A K-9 Officer will either flex his/her start time or receive overtime for scheduled veterinary appointments as directed by the Chief or his/her designee.
2. In order to compensate the K-9 Officer for providing care while on combination leave, major medical leave, compensatory time off, or other time off, the K-9 Officer shall receive 6.1% per month additional premium pay.
4. When the K-9 Officer is on combination leave, major medical leave, or compensatory time off, and the canine is boarded at a kennel at the City's expense, the Officer's shift will not be reduced and the leave bank will be used accordingly.

Whenever two or more premium rates may appear applicable, a combined maximum limit of 6.0% shall apply, except that officers working as PTO will receive pay for both specialties and K9 officers will receive kennel time pay in addition to the specialty pay.

### **DETECTIVE RANK/INVESTIGATOR POSITION**

- A. The Detective position shall become and remain a civil service rank. All Guild members holding the rank of Detective shall continue in such rank until their promotion, demotion, removal, resignation, retirement or other separation from the Department. By attrition (not filling positions vacated by promotion, demotion, removal, resignation, retirement or other separation from the Department), the City may reduce the number of persons holding the rank of Detective from 14 to 10, provided that the City adds one Investigator position for each Detective position that is lost as a result of attrition. This in no way addresses the right of management to align staffing to changing resources or mission.
- B. At the end of the established rotation period for any specialty assignment (including any approved extension options), the officer vacating the specialty assignment shall be required to work in patrol and shall be prohibited from applying or re-applying for a specialty assignment for a period of one year from the date he/she vacated the specialty assignment, except as provided in paragraph C below.
- C. In the event there are no applicants to fill the specialty assignment or no applicant for the specialty assignment meets the qualifications for the position, a bargaining unit employee who occupied a specialty assignment, other than a

Special Operations Investigator position, and who has not met the requirements of paragraph B above shall be eligible to apply for and fill the vacant specialty assignment position.

- D. In no event shall a bargaining unit employee who has worked as a Special Operations Investigator be excused from the operation of paragraph B above.

The Investigator and Sergeants rotation schedule is attached as Appendix "D".

**6.04 Acting Pay:** Officers assigned to perform the duties of a Sergeant for a shift or more shall be paid at the entry level pay for Sergeants for all hours worked as a Sergeant. Assignments shall be made as follows:

- A. If a Sergeant will be absent for more than fifteen calendar days, an acting appointment will be made from the Sergeants register, if possible.
- B. If the absence of a Sergeant is for less than fifteen calendar days, the Department will call in a Sergeant to perform the work whenever the shift is below minimum staffing. In the event the Department is unable to get a Sergeant to fill the vacancy, it may appoint an officer to step-up as an acting Sergeant from among officers on duty at the time. Whenever it is unnecessary to call back another officer, the Department may appoint an officer to step-up as an acting Sergeant from among the officers on duty at that time.

## -ARTICLE 7 • CLOTHING AND EQUIPMENT-

**7.01 City Provided Clothing:** The City provides employees with uniforms and equipment which are required by Department policy, except personal undergarments and footwear.

**7.02 City Property:** All equipment, clothing, and other materials issued by the Department shall remain the property of the Department, and upon termination or retirement an employee shall turn in to the Department all equipment, clothing, and other materials which had been issued to him/her. The Department may reissue uniforms and equipment that are serviceable and in good condition, but will not reissue jumpsuits.

A. Nothing in this Agreement shall limit the Department's authority to set and maintain standards of appearance for the Department.

B. The employee shall be held accountable for all uniform items and all other equipment so assigned to the employee by the City. The Department will repair or replace any Department-issued clothing or equipment damaged in the line of duty, unless such damage is caused by the negligence of the employee.

C. Employees who suffer a loss or damage to clothing and/or personal property, other than medically necessary clothing and/or personal property, during the performance of their duties shall be reimbursed for such loss or damage by the City, but in no case shall such reimbursement exceed two hundred dollars (\$200.00) per occurrence. Employees who suffer a loss or damage to medically necessary clothing and/or personal property during the course of their duties shall be reimbursed for all such loss or damage.

**7.03 Vehicles:** Employees who are assigned a take home vehicle and who live outside the 30-mile radius outside the City limits as the crow flies shall either: (a.) park his/her assigned vehicle at a secured location at a public entity such as a fire district or police department no more than 30 miles outside the City limits, or (b.) reimburse the City for all mileage beyond 30 mile radius from the City limits at the standard mileage rate set by the Internal Revenue Service for personal vehicle use for business purposes. A flat rate shall be calculated based on the mileage beyond the 30 mile radius to the employee's home and regular work schedule, and shall be deducted from the employee's pay each pay period.

**7.04 Uniform Issue and Replacement:**

All employees will be issued the following equipment upon hiring.

Name Tag Cloth  
Shirt LS LAPD (1)  
Tie, black (1)  
Tie Clip Gold (1)

Trousers, Wool LAPD (1)  
Trousers Cargo BDU -- Specialty only (range officers)  
Vest Armor Xtreme X (or other brand of like quality and threat level protection) (1)  
Rank Insignia as needed  
Baseball style cap with logo (1)  
Baton, Telescopic, 21" (1)  
Belt Duty (1)  
Belt Keepers (set of 4)  
Flashlight, Streamlight SL20X (1)  
Handcuff Case Single (2) or Double (1)  
Handcuff with key Hinged (1)  
Handcuff with key Chain (1)  
Holder, Baton 21" (1)  
Holder, Capstun (1)  
Holster Level III Glock (1)  
Pouch, Magazine Vert/Horizontal (1)  
Suspenders, Duty Belt (1)  
Tactical Handcuff Key Large (1)  
Bratwear Jumpsuit (or other brand of like quality with individualized fit)  
(2) for patrol officer

Jumpsuits will be ordered upon successful completion of the PTO program. Newly hired officers will be issued two 5.11 (or other brand of like quality) uniforms from a supply maintained by the Department. These uniforms will be turned in upon issuance of the jumpsuits and may be reissued if serviceable and in good condition.

Gortex Rain Gear (pants and/or jacket) may be requested.

**Traffic motors uniform issue and equipment:**

- (a) Summer weight motor pants (2)
- (b) Winter weight motor pants (2)
- (c) Motor Shirt S/S (2)
- (d) Motor Shirt L/S (2)
- (e) Motor Boots (1 pair)
- (f) Gloves, summer (1 pair)
- (g) Gloves, winter (1 pair)
- (h) Helmet, flip up complete with communications system (to be replaced as needed).
- (i) Watershed rain gear (complete set)
- (j) Sunglasses (1 pair with polarized lenses and either interchangeable with clear lenses included or second pair with clear lenses)
- (k) Bratwear motor jacket (or other brand of like quality with individualized fit) (Yellow/Navy with Kevlar reinforced elbows/shoulders)
- (l) Winter hands handlebar covers
- (m) All shirts and the jacket complete with motor patches (small red/yellow wheel with wings patch on both sleeves)

**Employees assigned to CIU, including Investigators, or in the promoted position of Detective will be issued the following:**

- (a) Stinger flashlight
- (b) Off duty holster
- (c) Belt badge clip
- (d) Hidden agenda jacket, or approved substitute

7.05 Clothing Allowance.

A \$500 clothing allowance per employee assigned to non-uniformed assignments will be paid in one lump sum payment in the first pay period of February. Employees assigned after April will not receive the payment until the following February.

## –ARTICLE 8 • HOURS OF WORK AND OVERTIME –

**8.01 Generally:** This Article is intended to define the normal hours of work and provide the basis for calculation of overtime. For the purposes of Fair Labor Standards Act (FLSA) compliance, a 28-day work period will be utilized. The City reserves the right to maintain and modify, as necessary, work period designations for different shifts in accordance with FLSA 207(k). This includes designating different work periods for different shifts.

### **8.02 Hours of Work:**

**A. Patrol Division:** The Patrol Division Unit schedule will be divided into Squad A and Squad B. The regular patrol work day shall be 10 hours and 40 minutes (10.40), with Wednesday overlaps, with 5 days on, 4 days off, 5 days on, 4 days off, 5 days on, and 5 days off duty. The City may adjust the starting time for employees on the patrol schedule for any shift up to one hour with prior notification to the Guild or longer if by mutual agreement. The number of positions per shift will be determined from time to time by the City.

Additionally, the Department will identify the dates for each of six mandatory training dates which shall be considered part of the regular work schedule. Notification of training dates will be provided prior to the time of the shift bid each year. Mandatory training will occur for both Squads A and B with Squad B covering patrol needs while Squad A is in training and vice versa. The training days will be a full shift (8 to 10.5 hours) at the beginning of each squad's work week to include breaks and a lunch. The squad that is in training will not be allowed time off on training days except as provided by the Assistant Chief. The squad covering patrol needs will be allowed time off as staffing needs allow.

**B. Non-Patrol Schedule:** The work schedule for Guild employees assigned to non-patrol work, except the Traffic Unit will be the equivalent of 40 hours per week and the normal work hours shall be four consecutive 10-hour days worked followed by three consecutive days off during each seven day work period. Non-patrol employees will be authorized to work a traditional five 8-hour day schedule upon request.

**C.** When a Detective/Investigator is required to testify in a criminal trial, they will adjust their schedule so as to minimize overtime.

**D. Meal Period.** For all regular full-time employees covered by this Agreement, a paid meal period of thirty (30) minutes will be allowed each shift. During such meal periods, the employee will maintain availability for normal work responsibilities.

**E. Shift Assignments.** Within patrol, shift assignments shall be determined by a seniority bid that occurs twice per year. The LPIG agrees to perform this function. Officers who voluntarily bid from the A to B shift or vice versa will not accrue overtime as a result of the changeover and must use a schedule

adjustment. No officer may bid to move from A to B shift or vice versa in the second cycle (6 months) however the officer may bid different shifts in the same patrol side. Any guild member who intends to move from an investigative or specialty assignment to patrol must notify the patrol lieutenant by October 1<sup>st</sup> and May 1<sup>st</sup> preceding their respective bids to give adequate time for the department to advertise and fill that vacant opening before the bid process. Sergeants must bid for the proceeding schedules beginning October 1<sup>st</sup> and April 1<sup>st</sup> and be completed by October 15<sup>th</sup> and April 15<sup>th</sup>. Sergeants shall bid first in order of classification seniority date. Patrol officers shall then bid by departmental seniority date. The employee will bid for one of the available three shifts (days, swing, and graveyard) on Squad A or B. The LPIG member coordinating the bid will work with the patrol sergeants to determine early and late positions within their respective squads. The City shall not be required to assign more than two SWAT officers from each squad based on departmental seniority.

Probationary employees will be required to rotate their shift assignment per departmental needs.

The City may move an officer during the year, or after reviewing the bid results based upon reasonable operational needs of the Department. In making such changes, the City will (when practicable) initially request volunteers, and thereafter make remaining assignments by utilizing the least senior officer(s) that meets the Department's needs.

- F. **Shift Trades.** With management approval, shift trades may be made, upon request of the involved employees. Under no circumstances will a shift trade result in the payment of overtime, or have any other additional cost to the City.
- G. **Involuntary Transfer.** An involuntary transfer based on employee conduct shall be for just cause.
- H. **Specialty Assignment to SWAT.** An employee in the Operations section (Patrol only) assigned to SWAT is required to attend both SWAT training days each month. If the training day falls on the employee's regular day off, the employee will be allowed to take a day off in the same pay period as long as staffing needs allow. If the employee is not able to take a day off during that pay period, the employee will be paid overtime per contractual requirements.

**8.03 Overtime:** All work which is performed in excess of the employee's regular work schedule shall constitute overtime and shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay. All overtime must be authorized by supervisory or command personnel. Employees working unauthorized overtime are subject to discipline.

- A. Non Patrol overtime is open to any guild member covered by this contract unless the overtime requires specialized training/knowledge that is not provided during the basic academy. Non Patrol overtime will be posted and filled in the same manner as Patrol overtime described below.

- B. Patrol overtime will be posted via email to Police Commissioned Officers. The first to “reply to all” will initially get the overtime and the on duty Sergeant will update the I drive schedule. Any senior officer under the rank of Sergeant may “bump” the officer who took the overtime for a 48 hour period beginning with the initial posted overtime by the Sergeant. The bumping by senior officers may continue for this 48 hour period. Seniority is based on department seniority. Any officer who bumps a junior officer must advise the on-duty patrol Sergeant and get the schedule updated.
- C. If the overtime is announced within 48 hours of the overtime detail, senior officers may bump up to 12 hours prior to the time the detail starts.
- D. In no event may any officer bump another officer within 12 hours of the scheduled start time of the event.
- E. If there is an immediate need to fill overtime for patrol (OT is to begin in less than 12 hours) the Sergeant will call down the seniority short term call in list (provided by the Guild) and take the first person to accept the shift.
- F. Sergeant overtime will be posted via email to the Police Sergeant email address. The first to “reply to all” will initially get the overtime and that Sergeant will update the I drive schedule. Any senior Sergeant may “bump” the Sergeant who took the overtime by updating the I drive schedule for a 48 hour period beginning with the initial posted overtime. The bumping by senior Sergeants may continue for this 48 hour period. Seniority is based on the Sergeant Seniority list.
- G. If an Officer or Sergeant is unable to work an assigned overtime shift then the shift will be put back out for bid as described above.
- H. In the event any LPIG member is required to work continuously from the end of one shift to the beginning of the next, the member’s supervisor may release them from duty with straight time pay for their entire upcoming shift
- I.. Mandatory break. Other than during exigent or emergency circumstances, all employees shall have a minimum of 5 consecutive hours off in a 24 hour period.

**8.04 Compensatory Time:**

- A. With approval of the City, employees may choose to accrue equal compensatory time in lieu of payment for authorized overtime worked up to a maximum balance of one hundred twenty (120) hours, provided that the employee notifies the Department of his/her desire to do so prior to the payroll cutoff date for the pay period in which the overtime pay was earned.
- B. Employees with accumulated compensatory time may use such time off by submitting the request in writing to their supervisor. The Employer will approve requests for compensatory time off provided that the employee gives seven days’ notice of their intent to use said time off, except that compensatory time off will not be granted (i.) on Independence Day or New Year’s Eve; or (ii.) if the comp

time off request would cause minimum staffing levels or otherwise result in additional costs to the City; or (iii.) during exigent circumstances. Once approved, the comp time request may not be cancelled except in case of emergency.

- C. During the first pay period of December of each year, the City will cash out any accumulated compensatory time.

#### **8.05 Schedule Adjustments for Training:**

- A. **Shift Changes.** The City may alter an employee's regular shift (but not days off) on the day of training (or if travel is required, beginning on the first day of travel) to accommodate department initiated training, provided that the employee is given ten days' notice of the alteration. On the day prior to the training, the maximum amount of time the shift may be adjusted is three and one-half hours.
- B. **Voluntary Training.** Employees who request voluntary training may be asked to adjust their work schedule to minimize payment of overtime. If an officer attends voluntary approved training on a regularly scheduled day off, and can take another day off within the same pay period, the time shall be considered an equal trade and no overtime or compensatory time shall result. If the day off cannot be taken within the same pay period, the training day shall be compensated at overtime rates (pay or compensatory time). The scheduling of the day off is subject to mutual agreement between the City and the officer with the object being to schedule the day off so no additional overtime expenditure is incurred.
- C. **Regular Days Off Changes.** The Department may alter an employee's regular days off schedule (but no more than twice per employee in a calendar year) to accommodate training, provided that the employee is given ten days' notice of the alteration. In the event that an employee's days off are rescheduled pursuant to this section, the employee will receive comp time at the overtime rate for all hours spent in training on their normal day off.
- D. **Time for Training.** Training will be scheduled during the employee's regular shift whenever reasonably feasible. If training cannot be reasonably scheduled during the employee's regular shift, it will be scheduled so that employees have a minimum of eight hours separation between the end of the employee's work shift and the beginning of the training session. Similarly, there shall be a minimum of eight hours separation between the end of the training session and the beginning of the employee's next scheduled shift. This shall be accomplished by the use of paid release time to the extent the schedule adjustment provided above is insufficient to provide the eight hours off. The requirement may be waived upon the voluntary written request of an employee.
- E. The Department and the employee will work together to make proper adjustments to accommodate travel needs.

- 8.06 Daylight Savings Time:** The parties will continue their existing practice, such that an employee's compensation shall not be affected (neither increased nor decreased) by the changeover caused by daylight savings time.

**8.07 On-Call:** Employees classified as Detective or assigned as Investigators may be placed on a rotating, on-call schedule on weekends. When assigned to be on-call, such employees shall be paid nine (9) hours of straight-time wage for the weekend, starting Friday evening, and running through Monday morning. Employees actually called back to duty from on-call status shall be paid pursuant to Section 8.08.

“On call” shall mean the employee is immediately -- within forty-five (45) minutes -- available for duty, sober and within telecommunications contact (beeper, radio, or phone).

**8.08 Call-Back:** When an employee is specifically called back outside of his/her regular shift schedule for duty, he/she shall be paid a minimum of three (3) hours at the overtime rate. If the call back exceeds three (3) hours the employee shall be compensated at the overtime rate for all hours actually worked. An employee called back to work to a location other than their station shall be paid consistent with the Portal to Portal Act. If an employee is required to return to duty to complete work which is incomplete through the fault of the officer (unless the work has been previously approved by the supervisor) no call back shall be paid. In such cases the employee shall be paid at the overtime rate for actual hours worked. An employee who is assigned a take home vehicle and qualifies for call back pay shall not be required to reimburse the City for mileage reimbursement, if any, and shall have any bridge tolls reimbursed.

The minimum guarantee provided by this section shall not be applicable to an extension of the employee’s regularly scheduled shift regardless of whether such extension occurs at the beginning or the end of the employee’s regularly scheduled shift.

**8.09 Court:** An employee required to testify in court during off duty hours for matters directly arising out of his/her duties on behalf of the Lakewood Police Department shall be paid a minimum of three (3) hours at one and one-half times his/her regular rate for such attendance, except where such attendance is an extension of the end of his/her regularly scheduled shift and for which time normal overtime procedures will apply. Court minimum overtime shall be paid unless the court appearance cancellation information is available to the employee by 5:00 p.m. the day before a required appearance.

**8.10 Non-Pyramiding:** There shall be no pyramiding of both call-back and court time for the same hours.

**-ARTICLE 9 • ANNUAL LEAVE-**

**9.01 Annual Leave:** Annual leave is a benefit granted to employees to continue normal compensation during approved absences and is intended to encompass both vacation and medical leave. All full-time regular employees shall accrue leave at the following annualized rates prorated for each payroll based upon departmental seniority years of service provided however that any employee who was hired by the City prior to January 1, 2005 and fully commissioned at the time of such hire will also accrue combination leave at the following annualized rates prorated for each payroll based upon all years worked as a fully commissioned police officer.:

1st year	216 hours of leave per year
After 1st year through 4 years	240 hours of leave per year
After the 4th through 9 years	264 hours of leave per year
After the 9th through 14 years	288 hours of leave per year
After the 14th through 20 years	312 hours of leave per year
After 20th year	336 hours of leave per year

- A. Any unused leave shall be accumulated for succeeding years with a maximum accrual of 1,400 hours; however as of the end of the calendar year, the maximum accrual amount carried forward into the new year shall not exceed one thousand two hundred (1,200) hours of leave that the employee accrues.
- B. Paid leave shall not be available for use during the first sixty (60) days of employment, except for illness. An employee who qualifies for use of leave shall not be permitted to take unpaid leave.
- C. Other than in cases of illness or injury, the use of leave that was not bid is subject to the approval of an employee's supervisor and must be utilized in such a manner that service to the citizens is not disrupted. (For use of leave in cases of extended illness and injury, see Article 10.)
- D. Upon separation, an employee (or deceased employee's beneficiary) shall receive payment equal to 65% of such employee's then accrued and unused leave hours at the employee's last regular rate of pay, based on a maximum carry forward and payout amount of 1,200 hours of accrued leave..
- E. An employee who submits a signed notice of retirement no later than the end of the following calendar year will be allowed carryforward and payout based on a maximum of one thousand four hundred (1,400) hours of accrued leave.
- F. Abandonment of Position: Except for circumstances beyond the employee's control, an employee absent from work for three or more days who fails to notify his/her supervisor of the need for time off will be considered to have resigned his/her employment with the City.

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

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

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

- A. Employees shall accrue and take holidays on a basis equivalent to the employee's regularly assigned shift hours (e.g., employees on 8-hour shifts shall accrue ten 8-hour holidays per calendar year and employees on 10-hour shifts shall accrue ten 10-hour holidays per calendar year, etc.).
- B. An employee who is required to work on a recognized holiday shall be compensated at the rate of two and one-half (2½) times the employee's regular hourly rate of pay for each hour scheduled and worked to cover the regular holiday schedule inclusive of holiday pay in lieu of time off. Such holiday pay shall be paid for all hours actually worked for the entire shift for those employees whose shift begins on the recognized holiday. Any additional time outside of those assigned hours on a holiday will be paid at one and one-half (1½) the employee's regular rate of pay.
- C. When a recognized holiday falls on an employee's regularly scheduled workday, but the employee is given the day off, the employee shall receive their normal pay for all hours that the employee would normally be scheduled to work at the regular rate of pay for the holiday time off.
- D. When a recognized holiday falls on an employee's regularly scheduled day off, the employee shall receive holiday leave hours in an amount equivalent to the employee's regularly assigned shift hours.
- E. All holidays will be scheduled and taken within the calendar year earned, provided that any unused holiday hours accrued under Section D above shall be automatically cashed out at the employee's regular rate of pay (excluding acting pay and step up pay) in the first pay period of December each year with the

exception of Christmas Day which shall either be taken in the second pay period of December or carried over into the next year's holiday bank. Non-patrol employees assigned to schedules of four 10-hour days or five 8-hour days are expected to take the recognized holiday off when it falls during their regular work schedule, but shall have the option of time off or payment as described above for those days falling on their regularly scheduled days off. Upon termination of employment, the employee will be paid only for unused holidays that occurred on or before the date of termination.

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

**9.03 Bidding for Annual Leave:** Upon completion of the shift bid processes described in 8.02.E, patrol Sergeants will conduct an annual leave bid process for their respective squads. The bid process will be complete by the start of the new bid cycle (January 1<sup>st</sup> and July 1<sup>st</sup>). Patrol employees shall bid for annual leave (combination leave and days off in lieu of holidays) as follows:

- A. Each individual, in departmental seniority order, shall select their first two weeks of annual leave time in a block. No more than six patrol employees may bid for the same annual leave period.
- B. Following the first annual leave selection a similar bid selection shall be held for individuals entitled to more than two weeks and a third and fourth bid, if necessary, for those entitled to more than four weeks shall be held.
- C. It is understood that subsequent bids shall not displace selections made during prior bidding periods. Subsequent bids may be scheduled adjacent to previous bids if the space is unfilled during subsequent bidding. Only two patrol officers from each shift may be on annual leave at the same time.
- D. Annual leave that has been bid by an employee and approved by the City may not be revoked absent exigent conditions.

## -ARTICLE 10 • USE OF ACCRUED LEAVE FOR ILLNESS OR INJURY

**10.01 Approval:** Approval for employees requesting leave for illness or injury is exempt from scheduling considerations (i.e. minimum staffing).

**10.02 Medical Certification:** Any absence of more than three days for illness or injury will require medical certification. Medical certification is generally required for any absence which may qualify under the Family and Medical Leave Act. Leave for non-FMLA illness or injury of less than three days ordinarily requires no verification, except in the event of a Section 10.04 Intermittent Leave. Medical verification may be required due to excessive absenteeism or reasonable suspicion of abuse, so long as the employee is provided notice of the need for certification prior to returning to work. Medical certification to return to work may also be required, as appropriate.

**10.03 Qualifying Purposes:** Leave for injury or illness shall be granted for the following purposes only:

1. The employee's own health condition.
2. Medical quarantine;
3. Sickness or temporary disability resulting from pregnancy or childbirth;
4. Paternity/maternity leave of up to four (4) days;
5. Care of a child with a health condition that requires treatment or supervision as defined in RCW 49.12.265 and 49.12.270;
6. Care of a member of an employee's immediate family or any person residing in the employee's household who qualifies as a dependent under Internal Revenue Service (IRS) regulations with a serious health condition.

**10.04 Intermittent Leave:** Use of leave for illness or injury may be granted for intermittent leave taken in separate periods of time rather than in consecutive work days, provided all of the following criteria are met:

1. The leave is due to a serious health condition of the employee or an immediate family member;
2. The leave is preceded by an absence of at least two consecutive full work days for the same serious health condition;
3. The leave involves continuing treatment by a health care provider and subsequent treatment or period of incapacity relating to the same serious health condition; and
4. A health care provider provides certification that the employee's intermittent absence is necessary for the employee's own serious health condition or for the care of an immediate family member with a serious health condition. The City may request medical recertification as necessary to determine whether the health condition is still serious and whether such an absence qualifies for major medical leave.

**10.05 When Leave is Exhausted:** If an employee exhausts all accrued paid leave, the employee may request leave sharing and/or leave of absence without pay.

**A. Shared Leave:** The City will maintain a shared leave bank in accordance with City Policy 800-10.

**B. Leave Without Pay:** Leave of absence without pay shall be in accordance with City Policy 800-03

**10.06 Leave Abuse:** Any employee found to have abused leave benefits by falsification or misrepresentation shall be subject to disciplinary action.

**10.07 Reporting Absences:** An employee who is absent, or anticipates being absent, due to illness or injury of the employee or an immediate family member shall promptly report to his/her department head or his/her designee as soon as practicable indicating the reasons for and the probable duration of the illness or injury. Employees ordinarily must provide 30 days' advance notice when the leave is foreseeable. The employee shall keep his/her department head or designee informed of the duration of the employee's absence.

**10.08 Requesting Leave for Illness or Injury:** Leave for longer than three days due to illness or injury is requested using the Family Medical Leave Act (FMLA) forms if applicable. The employee shall notify his/her supervisor in advance if the leave period is planned (e.g., surgery). In the case of an illness or qualifying absence where any related FMLA forms have not been completed in advance, the employee must notify his/her supervisor of the absence as soon as possible, but no later than 10:00 a.m. on the day such leave is being used (absent extenuating circumstances) and complete any required forms upon return to work or as directed by the Human Resources Department.

**On Duty Injury:** As identified in City Policy 700-07B, it is the policy of the City of Lakewood to insure City employees who sustain an occupational injury or illness while acting in the course of employment with the State Worker's Compensation Industrial Insurance Plan through the Department of Labor and Industries (L&I). For qualifying cases, the employee shall be kept on salary (KOS) for a period not to exceed six (6) calendar months or until the termination of the disability whichever comes first. If the absence exceeds six (6) months, the employee shall receive any applicable workers' compensation time-loss benefits directly from L&I.

**10.09 Definitions:**

**A. "Immediate family member,"** for purposes of this Article, means an employee's child, spouse, grandchild, parent, parent-in-law, grandparent, brother or sister or any person residing in the employee's household who qualifies as a dependent under Internal Revenue Service (IRS) regulations.

**B. "Health condition that requires treatment or supervision"** includes: (a.) any medical condition requiring treatment or medication that the child cannot self-administer; or (b.) any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian.

- C. **“Serious health condition,”** for purposes of this Article, shall be as defined in the Family and Medical Leave Act federal regulations, as amended.
- D. **“Intermittent leave”** means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Leave for this purpose is only available on an intermittent basis for serious health conditions per Section C above.

## -ARTICLE 11 • BEREAVEMENT LEAVE-

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

## -ARTICLE 12 • JURY DUTY-

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

- A. When an employee is notified to serve on jury duty, he/she shall inform his/her immediate supervisor as soon as possible regarding the dates of absence from regular duties.
- B. If an employee serves less than eight (8) hours, the employee may be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled. Employees who have time remaining on their shift at the time of release or dismissal from jury duty shall immediately contact the on duty supervisor to determine whether they should report for duty.
- C. The employee is not required to report back to his/her regular scheduled shift at the conclusion of jury duty as long as the employee was at jury duty for eight (8) hours or more. The employee will be compensated at their regular rate of pay for the full shift.
- D. The City may move employees temporarily to day shift for the period of jury service upon receiving notification from the employee.
- E. The fees, exclusive of mileage, shall be forwarded to the Finance Department.

**–ARTICLE 13 • PERFORMANCE OF DUTY–**

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

## -ARTICLE 14 • HEALTH AND SAFETY-

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

## -ARTICLE 15 • GRIEVANCE PROCEDURE-

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

A “grievance” is defined as a claim or dispute by an employee, group of employees, the City or the Guild concerning the interpretation or application of the provisions of this Agreement. Should a claim or dispute arise, an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined.

**Step 1:** A grievance may be presented to the Police Chief (or designee), with a copy to the Human Resources Director, by the Guild within fourteen (14) calendar days of the date when the Guild knew or reasonably should have known of the alleged occurrence. The submission shall be in writing, setting forth the nature and facts of the grievance, the articles of this agreement allegedly violated, and the requested remedy. The Police Chief or designee shall attempt to settle the grievance within fourteen (14) calendar days after it has been presented, and shall respond in writing with a copy to the Human Resources Department.

**Step 2:** If the grievance is not settled by the Police Chief, it may be forwarded to the City Manager, with a copy to the Human Resources Director, within fourteen (14) calendar days of the Police Chief’s response deadline.

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

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

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

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

**15.04 Processing of Grievance:** The provisions of this Article shall not be interpreted to require that the Guild process any grievance through the grievance or arbitration procedure.

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

## -ARTICLE 16 • ARBITRATION-

- 16.01 Arbitration:** Only the Guild, and not individual employees, may take a matter to arbitration.
- 16.02 Selection of Arbitrator:** The City and the Guild will endeavor to select a mutually acceptable arbitrator to hear the dispute. If the City and the Guild are unable to agree upon an arbitrator within seven (7) calendar days after receipt by the City of the written demand for arbitration, the Guild or the City may request a list of nine (9) Washington or Oregon arbitrators from the Federal Mediation and Conciliation Service. After receipt of the same, the parties will flip a coin to determine the order of striking and shall alternately strike the names of the arbitrators until one name remains.
- 16.03 Limitations on Arbitrator's Authority:** The arbitrator shall have not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award the arbitrator renders shall be final and binding upon the City and the Guild. The arbitrator's decision may not provide for retroactivity further than the time period specified in Step 1 above to the filing of the grievance.
- 16.04 Employee Rights:** Nothing in this Article prevents an employee from adjusting employment matters directly with their employer as to the extent provided by law.
- 16.05 Arbitration Expenses:** The fees and expenses of the Arbitrator shall be borne equally by the Guild and the City. Each side will pay its own attorneys/representatives, except that in the event the City unsuccessfully appeals to court a grievance arbitration award, the provisions of RCW 49.48.030 shall be applicable to the appeal.

**–ARTICLE 17 • INSURANCE COVERAGE–**

**17.01 Medical Insurance:** The City agrees to provide the option of medical insurance to all Guild employees and their dependents. The medical insurance plans which are in effect for 2016 are a choice of AWC HealthFirst, AWC High Deductible Health Plan, or Group Health Cooperative \$10 Co-pay Plan, as offered through the Association of Washington Cities. Effective 1/1/17, the medical plans available to employees and their dependents include AWC Healthfirst 250, AWC High Deductible Health Plan (HDHP) with Health Savings Account (HSA), and Group Health \$20 Co-pay Plan, as offered through the Association of Washington Cities

A. For those employees on the HealthFirst and Group Health \$10 Co-pay plan in 2016 or the Healthfirst250 and Group Health \$20 Co-pay plan effective 1/1/17, the City will pay 100% of the applicable tiered rate premium for the employee and 86% of the tiered rate premium for dependents.

B. For those employees on the AWC High Deductible Health Plan with Health Savings Account, the City will pay 100% of the applicable tiered rate premium for the employee and dependents, and the following HSA contribution:.

Category	2016 Annual Contribution	2017 Annual Contribution
Employee Only	\$3000	\$3350
Employee and Spouse	\$4000	\$4500
Employee, Spouse and 1 Child	\$5000	\$5750
Employee, Spouse and 2 or More Children	\$6000	\$6750
Employee and 1 Child	\$4000	\$4500
Employee and 2 or More Children	\$5000	5750

The HSA contribution amounts listed above will be applicable effective January 1, 2017 through December 31, 2020.

C. Those employees hired after January 1<sup>st</sup>, 2013, will be required to be on the High Deductible plan unless precluded by a documented, ongoing medical condition or unless covered by Tricare.

**17.02 Dental Insurance:** The City agrees to provide dental insurance for employees and their dependents. The City shall pay 100% of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities. There will be no new open enrollment in Willamette Dental, and Willamette Dental will be discontinued effective January 1, 2017

**17.03 Orthodontia Insurance:** The City agrees to pay 100% of the premium for orthodontia coverage for the employee’s dependent children. The orthodontia plan in effect at the

time of this Agreement is Washington Dental Service Plan II, as offered through the Association of Washington Cities.

- 17.04 Vision Insurance:** The City agrees to pay 100% of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service Plan, as offered through the Association of Washington Cities.
- 17.05 Labor & Industries Insurance:** The City agrees to pay the applicable employer rate portion of the premium for L&I Insurance. The employee shall pay the applicable employee rate portion of the premium.
- 17.06 Life Insurance:** The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount of the employee's total annual salary rounded up to the next thousand dollars, to a maximum of \$100,000. The life insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-C.
- 17.07 Survivor Income Life Insurance:** The City agrees to pay 100% of the premium for a survivor income life insurance policy, which provides a monthly benefit to an employee's eligible spouse and children upon the employee's death. The survivor income life insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-A.
- 17.08 Long-Term Disability Insurance:** The City agrees to pay 100% of the employee premium for the Fraternal Order of Police (FOP) long-term disability insurance policy. . The premium amount paid by the City will be taxable income to the employee.
- 17.09 Equivalent Insurance Coverage:** The City has complete authority to change the plans under this Article, so long as the level of benefits and overall cost to employees remains principally the same as those which were provided by the above-indicated plans on the date of entry of this Agreement.
- 17.10 Option for Employees Covered by Outside Medical Insurance:** Eligible employees may opt out of medical insurance coverage, providing that proof of current medical insurance is provided and a waiver of coverage is initiated. Alternate medical coverage must be maintained. Proof of current medical coverage will be required at least annually; however, the City may require proof at any time. If the employee opts out of medical coverage, the City will contribute a flat rate of \$1,500 annually (prorated each pay period) into the employee's 457 deferred compensation account and/or a portion may be placed in the employee's Section 125 plan, in compliance with the requirements of the plan, at the discretion of the employee.
- 17.11**

**–ARTICLE 18 • RETIREMENT BENEFITS/DEFERRED  
COMPENSATION–**

- 18.01 Law Enforcement Officers and Fire Fighters Retirement Plan (LEOFF):** All eligible employees shall be covered by the LEOFF Retirement Plan in accordance with the laws of the State of Washington for commissioned employees.
- 18.02 Social Security Alternate:** In lieu of Social Security, the City provides an alternative 401(a) defined contribution plan. The City shall contribute on behalf of each employee 4.77 percent of the employee's earnings up to the maximum Social Security annual limits. The employee will contribute 6.2 percent of the employee's earnings up to the maximum Social Security annual limits. The City shall provide Medicare contributions pursuant to federal law and the required employee contributions shall be deducted from employees' paychecks.
- 18.03 Deferred Compensation:** The City shall match the employees' contribution, by payroll deduction, to a qualified 457 deferred compensation plan in an amount up to but not to exceed six percent (6%) of the employee's base monthly pay rate.

**–ARTICLE 19 • ALCOHOL & DRUG FREE  
WORK ENVIRONMENT–**

- 19.01 Prohibited Conduct:** Reporting to work under the influence of alcohol and/or illegal drugs, or the unauthorized use, sale, distribution, dispensation, manufacture or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action, including immediate termination. For the purpose of this Article, use of substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be prohibited when used other than as prescribed.
- 19.02 Duty to Disclose:** Employees are expected to disclose the nature of their job duties to any prescribing physician and to inquire of the physician whether their use of the drugs prescribed might result in any impairment of their ability to perform the essential job functions. Each employee must advise the City if they are using prescription or over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee to provide written medical authorization from their physician to perform various essential job functions while using such drugs. The City reserves the right to restrict the work activities of any employee who is using legal drugs or prohibit any employee from working entirely while he or she is using legal drugs, if the employee cannot perform the essential job functions with or without reasonable accommodation.
- 19.03 Voluntary Rehabilitation:** Any voluntary request by an employee for assistance with his/her own alcohol or drug abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein, and prior to the employee having engaged in any misconduct.
- 19.04 Reasonable Suspicion Testing:** Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the City may require that the employee submit to discovery testing. Such tests include breath tests, urinalysis and/or blood screens to identify any involvement with alcohol or such drugs.

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

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

- A. **Reasonable Suspicion** means suspicion based on facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of a violation of the Article by an employee. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to, any of the following:
1. Observable occurrences, such as direct observation of substance abuse and/or the physical symptoms of being under the influence of a dangerous substance; or
  2. A report of substance abuse by an employee while at work provided by a reliable and credible source.
- B. **Under the Influence** means a condition which: is the result of using alcohol, drugs, or other substances which impair the employee's ability to perform his or her job functions.
- C. **Failing a Drug/Alcohol Test** means that the test result showed positive evidence of the presence of alcohol or a drug in an employee's system in violation of this Article. Failing a drug or alcohol test may also be referred to as "testing positive." "Failing" also includes the refusal to submit to testing or complying with the requirements of any portion of this Article. For the substances listed below, an employee will be considered to have failed at the following threshold levels:

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

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

\* All units are in ng

The level of the positive result for ethyl alcohol is 0.000 gr/dl

- D. **Illegal Drugs** means all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted under either federal or state law.
- E. **Medical Review Officer (MRO)** is a licensed physician responsible for receiving and interpreting laboratory results for drug tests, who has knowledge of

substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

- F. **Over-the-Counter Drugs** are those drugs that are generally available without a prescription and are limited to those drugs that could reasonably be anticipated to impair the employee's ability to perform essential job functions.
- G. **Prescription Drugs** are all drugs that could reasonably be anticipated to impair the employee's ability to safely perform the essential job functions, are used in the course of medical treatment, and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

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

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

GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

- 19.07 Confirmation of Positive Test Result:** The City and the Guild shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the City. The MRO shall have the responsibility to determine for the employer when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.
- 19.08 Final Test Result:** If the results of the drug or alcohol test support a conclusion that the employee violated this Article, the employee shall be subject to discipline, including immediate discharge. If the results of testing do not confirm a violation of this Article, all test related records shall be considered confidential medical records of the employee.
- 19.09 Limited Medical Release:** Employees may be required to sign a limited medical release in conformance with this Article as a condition of employment.

## -ARTICLE 20 • OUTSIDE EMPLOYMENT-

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

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

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

- A. The opportunity to work extra-duty is solely at the employee’s discretion and is not mandatory. The Department functions as the point of contact with contracting organizations and manages the scheduling of officers. Employees remain bound by the policies, procedures, and values of the City and the Department during extra-duty details.
- B. All City contracted extra-duty employment will be paid through the City payroll system. Employees who accept extra-duty will be compensated at a flat hourly rate as agreed between the Guild and the Chief (or designee) from time to time. Extra-duty compensation will be for actual hours worked. Hours worked for the contracting organization are not counted for purposes of overtime compensation, per 29 CFR 553.227. The City will be reimbursed for extra-duty costs by the contracting organization, including reimbursement for vehicles and payroll costs.

- C. Employees are required to wear Department uniforms for extra-duty unless otherwise authorized in writing by the Chief or designee. Employees may utilize City equipment while on extra-duty. Employees may utilize City vehicles for extra-duty only when such use is included in the City's agreement with the contracting organization.
- D. Employees are covered for workers' compensation while on extra-duty. The City shall indemnify and defend any employee against any claim or suit, where such claim or suit arose because such employee exercises his/her authority as a Lakewood Police Officer during extra-duty employment. The City shall pay on behalf of any employee in the bargaining unit any sums which the employee shall be legally obligated to pay as a result of that employee's reasonable and lawful activities and exercise of authority within the scope of his/her duties and responsibilities as a Lakewood Police Officer.
- E. It is understood that except as otherwise provided in this Agreement, the employee will not accrue or receive any major medical leave, combination leave, holiday benefits, or other benefits for hours worked at outside employment.
- F. Employees may not work extra-duty jobs while being compensated for a personal or family illness or disability leave.
- G. Employees who are on their initial probationary period shall not be eligible for extra-duty work, unless specifically exempted from this provision by the Chief. The City may suspend, deny, or revoke extra-duty work privileges for reasonable cause.
- H. Scheduling of extra-duty work will be the responsibility of the Guild.
- I. The contracting of extra-duty employment of officers for public and private events is not a required police function. The Department reserves the right to suspend or discontinue the process at any time in the event it is not working as intended, or becomes too much of a burden on Department resources. Such decisions will be made at the sole discretion of the Chief.

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

- A. Any use of department uniforms, vehicles, and/or equipment for off-duty employment must be specifically authorized by the Chief.
- B. The City provides no workers' compensation coverage for off-duty employment.
- C. There shall be no obligation to defend and indemnify an officer for claims or suits arising from an officer's off-duty employment, unless otherwise required by law.
- D. The employee shall provide the Chief with information about any off-duty employment, including the name of the employer, a description of the business, the duties of the employee, and the expected hours of employment. The

employee shall keep the Department informed of any change in the circumstances of employment.

- E. Before each new off-duty employment, an employee must obtain or have on file written authorization signed by the Chief or designee. Such authorization shall remain in effect unless there is a substantial change in circumstances.

## **–ARTICLE 21 • FAMILY & MEDICAL LEAVE ACT–**

- 21.01 Family and Medical Leave:** The City shall adhere to City Policy 800-07 and all federal and state mandates in the provisions of the Family Medical and Leave Act. The City requires that all eligible employees adhere to the federal and state mandates in the provision of Family/Medical Leave as an entitlement for all City employees. All regular employees shall utilize FMLA leave as dictated by state and federal laws regarding leave for specified family and medical reasons; to maintain eligible employees' pre-existing group health insurance coverage during periods of FMLA leave; and to restore eligible employees to their same or an equivalent position at the conclusion of their FMLA leave.
- 21.02 Parenting Leave:** Parenting leave may be granted to an employee for the birth of his/her child or placement of an adopted child or foster child in the care of an employee. An employee's accrued leave is to be utilized for parenting leave. If the employee does not have sufficient paid leave, an unpaid leave of absence may be granted. The use of leave is subject to the conditions set forth in the applicable policies.
- A. Per RCW 49.78, FMLA leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth, which includes maternity leave after the birth of a child of up to six weeks for normal delivery and up to eight weeks for caesarian delivery. Female employees are generally placed first on pregnancy disability leave, reserving the FMLA parenting leave for the time to spend at home with the newborn child. However, a pregnant employee may request that her FMLA leave begin during the disability phase of the pregnancy in order to continue health insurance benefits during a period of unpaid leave.
- B. If a husband and wife both work for the City, and each wishes to take leave for the birth of a child or to care for the child after birth, adoption or placement of a child in foster care or to care for the child after placement, or to care for a parent with a serious health condition, the husband and wife may only take a total of 12 weeks of FMLA leave.
- 21.03 Use of Paid and Unpaid Leave:** While on FMLA leave, an employee must first use any available qualifying paid leave and, if necessary, take the remainder of FMLA leave as unpaid leave. Accrued paid leave shall be used according to applicable policies and procedures. FMLA leave shall run concurrently with paid leave when the reason for the leave meets the FMLA criteria. All worker's compensation injury/illness time loss claims shall be exempt from the FMLA entitlement.
- 21.04 Intermittent Leave or Reduced Work Schedule:** Under some circumstances, FMLA leave may be taken intermittently – which means taking leave in blocks of

time, or by reducing the employee's normal weekly or daily work schedule. FMLA leave may be taken intermittently if medically necessary because of a serious health condition. If FMLA leave is for birth or placement of a child for adoption or foster care, use of intermittent leave is subject to approval.

- 21.05 Employee Status and Benefits During Leave:** While an employee is on FMLA leave, the City will continue to provide the employer's portion of the employee's health benefits (medical, dental and vision) during the leave period at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during any unpaid leave period.
- 21.06 Employee Status After Leave:** Upon completion of FMLA leave, the employee will be entitled to return to the same position or a position with equivalent status, pay, and benefits; or if circumstances have changed so that neither the same position nor an equivalent position is available, the employee shall be offered any other position which is vacant and for which the employee is qualified. Reinstatement is not required if one or more of the following conditions exists:
- a) The employee takes another job while on leave; or
  - b) The employee fails to return from the leave at the agreed FMLA ending date.
- 21.07 Length and Conditions of Leave:** Decisions related to the employee's length and conditions of Family/Medical Leave will be addressed when the City learns/is informed of the need of the employee to utilize their right to Family/Medical Leave.
- 21.08 Medical Certification:** The City may require certification, on a periodic basis, of the continuing serious condition by the family member's physician and/or a physician selected by the City.
- 21.09 Coordination and Monitoring of Leave:** The Human Resources Department shall be responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of Family/Medical Leave. The Human Resources Director's or designee's duties may include, but are not necessarily limited to:
- a) Meeting with employees as to the appropriate level of Family/Medical Leave; and
  - b) Monitoring the effectiveness and usage of the program as it relates to the Family/Medical Leave Act (e.g. compliance, effective provision of necessary leave, the auditing of the functions of Human Resources and Finance in this area, record keeping requirements, etc.).

Communication from employees, government agencies, or attorneys concerning Family/Medical Leave Act matters shall be referred to the Human Resources Department.

**21.10 Dispute Resolution:** In the event of a dispute as to whether and when an employee is entitled to FMLA leave, the City may require confirmation by a health care provider. The City may, at its own expense, obtain a second opinion as to whether the necessary conditions of the leave are met. If the two opinions disagree on any factor which is determinative of leave eligibility, the two health care providers may select a third, whose opinion, obtained at the City's expense, and shall be conclusive.

**21.11 Procedure:**

- A. An employee shall provide at least a 30 day notice if the need for leave is foreseeable. If it is not possible to give a 30 day notice because of a situation outside of the employee's control, notice must be given as soon as practicable.
- B. The notice for leave whether to care for a seriously ill child, parent, or spouse, or due to the employee's own serious health condition shall be supported by a certification issued by the health care provider. Such certification shall state: Which category of serious health condition the patient qualifies for under the FMLA and the medical facts supporting the certification.
  - 1. The date on which the serious health condition commenced.
  - 2. The probable duration of incapacity.
  - 3. A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency, and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider).
  - 4. Indication of whether inpatient hospitalization is required.
  - 5. A statement advising either that the employee is needed to care for the ill family member or that the employee is unable to perform the essential functions of his/her position, as applicable.
  - 6. For a seriously ill family member - a statement from the employee indicating the care he or she will provide and an estimate of the time period.
  - 7. For intermittent leave or a reduced work schedule:
    - a) The dates on which medical treatment is expected to be given and the duration of such treatment.
    - b) A statement of the medical necessity for and the expected duration of the leave.
- C. City of Lakewood Family Medical Leave Act forms are located in the Human Resources Department. Forms must be returned to the HR Department within 15 calendar days of request by the City.

## –ARTICLE 22 • CONTINUATION OF BENEFITS DURING MILITARY LEAVE–

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

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

**22.03 Eligibility Requirements:**

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

**22.04 Definitions:**

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

**22.05 Procedures:**

- A. An employee who meets the above eligibility requirements who wishes to continue the current health care coverage for his/her dependents during military leave under this Article must submit a written request to the Human Resources

Department with as much advance notice as is reasonably possible upon learning of scheduled military duty. The written request must include an attachment of military orders or such documentation of the upcoming period of active military duty as is readily available. The written request and documentation must be submitted prior to the military leave unless military authorities determine that military necessity precludes the employee from giving prior notice or it is otherwise impossible or unreasonable for the employee to provide such notice.

- B. The employee called to active military duty may exercise this option for a maximum of 24 months, or the length of the active duty, whichever is less.

**–ARTICLE 23 • MISCELLANEOUS CONDITIONS–**

- 23.01 Severability:** Should any provision of this Agreement, or its application to any person or circumstance, be held invalid by any court of competent jurisdiction, the remaining portions of this Agreement, or the application of provisions to any other person or circumstance shall be unaffected, and shall remain in full force and effect. Upon request of either party, the parties agree to meet and negotiate whether such invalid provision should be amended or replaced.
- 23.02 Entire Agreement:** The Agreement expressed here in writing constitutes the entire agreement between the parties and no express or implied statement or previous statement shall add to or supersede any of its provisions. The City and the Guild, for the term of this Agreement, acknowledge that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement unless mutually agreed upon.
- 23.03 Labor Management Committee:** A Labor Management committee may be formed from time to time. Said committee will meet upon mutual agreement for the purpose of discussing issues that may arise between the parties.

**-ARTICLE 24 • DURATION OF AGREEMENT-**

**24.01 Duration of Agreement:** This Agreement shall be effective from January 1, 2016, through December 31, 2020.

**24.02 Contract Negotiations:** This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement or, after December 31, 2020, until after thirty days written notice is given by either party to terminate this Agreement.

Dated this \_\_\_\_\_, 2016.

LAKWOOD POLICE  
INDEPENDENT GUILD

APPROVED BY CITY COUNCIL  
CITY OF LAKEWOOD

\_\_\_\_\_  
Charles Porche, Guild President

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

\_\_\_\_\_  
John Fraser, Guild Vice President

ATTEST:

\_\_\_\_\_  
Alice M. Bush, MMC, City Clerk

APPROVED AS TO FORM:

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

# APPENDIX A

## Salary Schedule

Effective January 1, 2016, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	\$5,201
Police Officer -- Step 2 (13-24 months)	\$5,383
Police Officer -- Step 3 (25-36 months)	\$5,571
Police Officer -- Step 4 (37-48 months)	\$5,766
Police Officer -- Step 5 (49 – 60 months)	\$5,968
Police Officer -- Step 6 (61 – 72 months)	\$6,177
Police Officer -- Step 7 (73 – 84 months)	\$6,393
Police Officer -- Step 8 (85 – 96 months)	\$6,617
Police Officer – Step 9 (97+ months)	\$6,913
Detective	\$7,328
Sergeant -- Step 1 (1-12 months)	\$7,812
Sergeant -- Step 2 (13+ months)	\$8,296

Effective January 1, 2017, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	\$5,305
Police Officer -- Step 2 (13-24 months)	\$5,491
Police Officer -- Step 3 (25-36 months)	\$5,682
Police Officer -- Step 4 (37-48 months)	\$5,881
Police Officer -- Step 5 (49-60 months)	\$6,087
Police Officer -- Step 6 (61 – 72 months)	\$6,301
Police Officer -- Step 7 (73 – 84 months)	\$6,521
Police Officer -- Step 8 (85 – 96 months)	\$6,749
Police Officer – Step 9 (97+ months)	\$7,051

Detective	\$7,474
Sergeant -- Step 1 (1-12 months)	\$7,968
Sergeant -- Step 2 (13+ months)	\$8,461

Effective January 1, 2018, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	\$5,464
Police Officer -- Step 2 (13-24 months)	\$5,656
Police Officer -- Step 3 (25-36 months)	\$5,852
Police Officer -- Step 4 (37-48 months)	\$6,057
Police Officer -- Step 5 (49-60 months)	\$6,270
Police Officer -- Step 6 (61-72 months)	\$6,490
Police Officer -- Step 7 (73-84 months)	\$6,717
Police Officer -- Step 8 (85-96 months)	\$6,951
Police Officer -- Step 9 (97+ months)	\$7,263
Detective	\$7,699
Sergeant -- Step 1 (1-12 months)	\$8,207
Sergeant -- Step 2 (after 12 months)	\$8,716

Effective January 1, 2019, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	\$5,628
Police Officer -- Step 2 (13-24 months)	\$5,826
Police Officer -- Step 3 (25-36 months)	\$6,028
Police Officer -- Step 4 (37-48 months)	\$6,239
Police Officer -- Step 5 (49-60 months)	\$6,458
Police Officer -- Step 6 (61-72 months)	\$6,685
Police Officer -- Step 7 (73-84 months)	\$6,919
Police Officer -- Step 8 (85-96 months)	\$7,160
Police Officer -- Step 9 (97+ months)	\$7,481

Detective	\$7,930
Sergeant -- Step 1 (1-12 months)	\$8,454
Sergeant -- Step 2 (after 12 months)	\$8,977

Effective January 1, 2020, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	\$5,853
Police Officer -- Step 2 (13-24 months)	\$6,059
Police Officer -- Step 3 (25-36 months)	\$6,269
Police Officer -- Step 4 (37-48 months)	\$6,489
Police Officer -- Step 5 (49-60 months)	\$6,716
Police Officer -- Step 6 (61-72 months)	\$6,952
Police Officer -- Step 7 (73-84 months)	\$7,196
Police Officer -- Step 8 (85-96 months)	\$7,446
Police Officer -- Step 9 (97+ months)	\$7,780
Detective	\$8,247
Sergeant -- Step 1 (1-12 months)	\$8,791
Sergeant -- Step 2 (after 12 months)	\$9,336

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

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

“Actual service” for purposes of this section shall be defined in terms of one (1) month’s service for each month of full-time employment, including paid absences.

In determining the appropriate spread between top step Officer and Sergeant, the parties took into account that Sergeants do not receive specialty pay.

The Detective salary is 6% above (106% of) the top step Police Officer wage rate.

The Step 1 Sergeant salary is 13% above (113% of) the top step Police Officer wage rate.  
The Step 2 Sergeant salary is 20% above (120% of ) the top step Police Officer wage rate.

# APPENDIX B

## Professional Development Pay

**Section 1 Master Police Officer.** This program benefits both the individual and the Department as a whole, through special projects, continuing education, and the overall and continued upgrading of personal knowledge. All bargaining unit employees are eligible to receive premium pay in accordance with the following schedule:

<u>Master Police Officer (MPO) Step</u>	<u>Pay</u>
MPO 4	Two percent (2%)
MPO 3	Three percent (3%)
MPO 2	Five percent (5%)
MPO 1	Seven percent (7%)

The steps under this schedule shall not be cumulative and an employee is only entitled to the percentage under the employee's current step. The percentages set forth above are calculated on and added to the employee's base salary. Eligibility requirements for the respective steps are as follows.

### Master Police Officer 4 (MPO 4)

1. Successful completion of five years of service with the Lakewood Police Department.
2. Two years of college (90 quarter hours or 60 semester hours) or 160 hours of Department approved law enforcement training (exclusive of the Basic Academy). Half of the training hours may include In-service or Additional Duty Training hours.

### Master Police Officer 3 (MPO 3)

1. Successful completion of ten years of service with the Lakewood Police Department.
2. Three years of college (120 quarter hours or 90 semester hours) or 240 hours of Department approved law enforcement training (exclusive of the Basic Academy). Half of the training hours may include In-service or Additional Duty Training hours.
3. Successful completion of the equivalent of three years of experience in specialty assignments and/or additional duties as specified in Section 2 below.

### Master Police Officer 2 (MPO 2)

1. Successful completion of fifteen years of service with the Lakewood Police Department.
2. Four years of college (180 quarter or 90 semester hours) or 240 hours of Department approved law enforcement training (exclusive of the Basic Academy). Half of the training hours may include In-service or Additional Duty Training hours.
3. Successful completion of the equivalent of six years of experience in specialty assignments and/or additional duties as specified in Section 2 below.

### Master Police Officer 1 (MPO 1)

1. Successful completion of twenty years of service with the Lakewood Police Department.
2. Four years of college (180 quarter or 90 semester hours) or 320 hours of law enforcement training (exclusive of the Basic Academy) of Department approved training. Half of the training hours may include In-service or Additional Duty Training hours.
3. Successful completion of the equivalent of nine years of experience in specialty assignments and/or additional duties as specified in Section 2 below

**Section 2 MPO Specialty Assignments and Additional Duties.** Years of experience for specialty assignments and additional duties that qualify for placement on the MPO schedule are earned as follows:

- A. Employees will earn 1.0 (one) year for each of year of service in the following assignments: K-9 Officer, Detective, Traffic Officer, CJTC TAC Officer, Investigator, Traffic Reconstructionist, Background/Internal Affairs Investigator, Training/Accreditation Officer, Neighborhood Police Officer (NPO), Domestic Violence/Special Assault Investigator, Special Operations Investigator/Member, Gang Investigator, and Property Pro-Act Investigator.
- B. Employees will earn 0.5 (five-tenths) of a year for each of year of service in the following additional duties: Explorer Advisor, Honor Guard Coordinator, Hostage Negotiator, , Marine Services Officer, Meth Lab Response Team, Narcotics/Gang Tip Team Coordinator Reserve Officer Coordinator, Reserve Officer Advisor, SWAT, Metro Civil Disturbance Team (CDT), Bike Patrol, Defensive Tactics Program Coordinator, DT Instructor, EVOC Instructor, Range Master, Firearms Instructor, Honor Guard Member, Narcotics/Gang Team Member, PTO, and DRE.

### **Section 3 MPO Eligibility**

- A. **Notification.** Each employee will notify the Department in writing when requesting MPO pay and documenting the years of service in applicable specialty assignments and/or additional duties. A review will be done of his/her qualifications. MPO or City residency pay shall be paid to the employee beginning the next pay period following receipt of proper documentation by the Human Resources Department, and shall not be retroactive.
- B. **Eligibility for Employees Hired Prior To Ratification of This Agreement.** Years of service as a fully commissioned officer and time spent in any of the above listed assignments at a prior agency will be counted for eligibility for the MPO service requirements for those employees hired prior to the initial ratification of this Agreement. All CJTC approved training and experience received at previous police departments will be counted. Officers can petition the Chief for the applicability of other previous training or assignments.

**Section 4 Educational Incentive.** Educational incentive pay shall be awarded to qualified employees who have obtained an Associate's (AA) or Bachelor's (BA) degree in accordance with the schedule below. Educational incentive pay shall not be cumulative.

It shall be the responsibility of the employee requesting educational incentive pay to provide documentation through official transcripts from accredited colleges or universities. Educational incentive shall be paid to the employee beginning the next pay period following receipt of proper documentation by the Human Resources Department, and shall not be retroactive.

<u>Degree</u>	<u>Pay</u>
Associate (AA or AS)	One percent (1%)
Bachelor (BA or BS)	Three percent (3%)

**Section 5 Foreign Language Proficiency.** Employees who have demonstrated conversational proficiency in a foreign language shall receive three percent (3%) premium pay for any month during which the employee is used for translation of their designated language for work related purposes. Language skills will be confirmed by testing, an agreed upon language specialist or such other method as the City shall reasonably determine.

**Section 6 City Residency.** Employees shall receive a city residence allowance of one percent (1%) added to their base pay upon establishing residency within the City limits. An employee who leaves residency in the City shall immediately cease receiving professional development residency pay.

**Section 7 Maximum Percentage.** The maximum total percentage that an employee may receive is ten percent (10%) including MPO, residency, and educational incentive pay.

**Section 8** The City will designate an employee to act as the administrator of the Professional Development Pay Program.

## APPENDIX C

### Lakewood Investigator and Sergeants Rotation

Accepted Assignments	Basic Assignments	Extensions	
K-9 Handler	Life of the Animal		6 Years or Life of the Dog. If Dog is put Out of Service due to illness, Officer has option for second Dog.
K-9 Master trainer	Indefinite		Assigned at the discretion of the Chief
Traffic Officer	3 years	1 year	
Traffic Reconstructionist extension*	3 years	1 year	
Traffic Motors Officer extension*	3 years	1 year	
CJTC TAC Officer	3 years	0	One Term Only
All other rotational assignments **	3 years	1 year	
Court Compliance Sergeant	2 years	1 year	
Sergeants	4 years	1 year	

\*Motors and Reconstructionist extensions will be by approval of the Chief.

\*\*To meet specific departmental needs, extensions beyond the listed rotation schedule may be granted by the Chief upon consultation and agreement with the Guild leadership.

Employees in rotational assignments prior to January 1<sup>st</sup>, 2013, will be subject to the rotational periods in effect at the time of assignment.

# APPENDIX D

## Collision Review Process

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

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

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

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

#### B. Review Process: Collisions involving LPD vehicles are reviewed by the Traffic Section Sergeant, who shall:

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

to the Police Chief for review. If the recommendation of non-preventable is approved, the Traffic Section Sergeant will notify the employee/driver of the determination through their chain of command within one week of the collision. No further corrective action shall be taken by the Department. If the recommendation is reversed, procedures in paragraph 3 and forward will be followed.

**3. Preventable:** If the collision is determined to have been preventable, the Traffic Section Sergeant shall:

**a. Categorize:** Make an initial determination as to whether the preventable collision was Category 1 or Category 2.

1. Category 1: Non-chargeable (not an infraction), at fault collision (i.e. hitting a pole or backing into a car in a parking lot).

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

**b. Disciplinary Recommendation:** Once a preventable collision has been categorized, the Traffic Section Sergeant shall forward the investigation to the Assistant Chief. The Assistant Chief will then review the Collision Review Discipline Matrix and make a disciplinary recommendation to the Chief of Police based upon the Matrix.

**C. Procedures:** Within one week of receipt of the investigation with findings from the Traffic Sergeant, the Assistant Chief shall notify the employee/driver determined to have had a preventable collision of the following:

1. That the collision has initially been determined to be preventable.

2. What category the collision was determined to be.

3. What corrective action/training shall be required, if any.

4. What disciplinary recommendation shall be made to the Police Chief.

5. The employee/driver may accept the disciplinary recommendation contingent upon the Police Chief accepting the disciplinary recommendation. If the employee/driver accepts the recommendation they shall waive their right to a pre-disciplinary hearing with the Police Chief. If the Police Chief does not accept the disciplinary recommendation as stated to the employee/driver, the employee/driver shall retain all rights and protections afforded by law and the collective bargaining agreement (if applicable); **or**

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

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

1. Assistant Chief

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

**E. Procedures:**

1. The Board is facilitated by the Assistant Chief; it considers all reports and evidence. At the discretion of the Assistant Chief, the Board may require the employee/driver, or other employee witnesses, to appear before the Board. If the employee/driver is not directed to appear before the Board, the employee/driver may, at their option, appear before the board to explain the circumstances regarding the collision.
2. The Board will reach a determination regarding the collision:
  - a. Non-preventable: The employee/driver could not have reasonably prevented the collision. No further action is taken by the Board regarding non-preventable collisions.
  - b. Preventable: The employee/driver could have taken reasonable action or measures that would have prevented the collision from occurring.
3. If the Board determines that an collision was preventable, the Board then categorizes the collision as described below:
  - a. Category 1: Non-chargeable (not an infraction), at fault collision (i.e. hitting a pole or backing into a car in a parking lot).
  - b. Category 2: Chargeable (an infraction was committed), at fault collision (i.e. Failure to Yield Right of Way, Unsafe U-Turn).
4. Collisions resulting in alleged criminal violations of the Revised Code of Washington, as determined by the initial collision investigation, shall not be reviewed by a Collision Review Board regardless of their non-preventable or preventable nature. Such incidents will be referred to the Professional Standards Section for investigation.

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

1. Non-Preventable: If the collision was found to be non-preventable, no further action will be taken and the investigation packet will be forwarded to the Traffic Section Sergeant for retention.

2. Preventable: If the Board determined the collision to be preventable, the Assistant Chief will make a discipline recommendation to the Chief of Police, based on the Collision Review Discipline Matrix. Placement on the matrix may be higher or lower than the collision dictates based on exigent or mitigating circumstances.
3. Once the Police Chief has received the recommendations of the Collision Review Board, and prior to any disciplinary action being taken by the Police Chief, the employee/driver shall be allowed a pre-disciplinary hearing with the Police Chief or Acting Police Chief. The finder of fact shall not be the person making the discipline decision.

**G. Collision Review Discipline Matrix:**

1. An employee’s preventable collision history shall be considered for only thirty-six months prior to the date of the collision.
2. Vehicle removal requires that an employee leave their assigned vehicle parked at the Lakewood Police Station when not on duty.
3. Vehicle removal does not start until the vehicle has been repaired and returned to service, or replaced.
4. Once the Administrative Review is completed and discipline has been determined, the investigative packet will be forwarded to the Professional Standards Section for processing and retention.
5. The Chief reserves the right to require additional driver’s training for the employee/driver regardless of placement in the disciplinary matrix.

**2. Collision Review Discipline Matrix:**

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

# APPENDIX E

## Use of Video and Audio Systems

**Principle:** The Lakewood Police Department has instituted the use of vehicle-mounted video and audio systems to enhance the ability of law enforcement personnel to accurately document events, conditions, and statements made during traffic stops, arrests, critical incidents and other related contacts. Additionally, the use of sound recordings in conjunction with video recordings can help substantiate an officer's actions or statements of individuals the officer contacts.

### Practices:

#### A. Installation

- a. Cameras and microphones will be installed in police vehicles in a manner that does not compromise officer safety and in accordance with manufacturer's recommendations.
- b. Lights will be installed facing the front of the vehicle that will illuminate during activation.
- c. The in-vehicle mounted systems will be set to pre-record video 20 seconds prior to activation..

#### B. Activation- Barring exigent circumstances or supervisor approval the system will be activated to record audio and video in the following situations:

- a. When any emergency lights are activated
- b. When making a citizen contact related to possible criminal activity, traffic violations, or as part of a criminal investigation.
- c. When transporting prisoners.
- d. In any situation where the officer believes an audio and video recording would be appropriate.
- e. Upon activation of installed collision sensor .
- f. Should a recording be deactivated either through equipment failure, supervisor approval, or exigency, the officer will document the reason for deactivation. .

#### C. Review- Recordings may be reviewed by supervisors and above when any of the following circumstances exist:

- a. Pursuant to ongoing criminal investigation.
- b. If the recording is used as evidence in a prosecutor-charged criminal proceeding.
- c. If there is a specific complaint about an incident or employee that the supervisor reasonably believes will be captured on video.

**Note:** In these instances, if the supervisor does not observe any activity on the recording that would support initiation of a formal investigation through Professional Standards, the employee will immediately be notified of the review and the reason for

the review, to include identification of any complainant(s). If during the review the supervisor determines that a referral to Professional Standards is warranted, the established processes for those investigations will apply.

- d. Pursuant to a lawful public disclosure request.
- e. For specific instances the officer believes would provide a training benefit.
- f. Video of any probationary employee can be viewed at any time for any reason.
- g. Officers may review their own video prior to upload to verify information for a report.
- e. Recordings will be retained in accordance with State records retention laws.

#### **D. Officer responsibilities**

- a. Ensure the system is operating properly prior to the start of his or her shift, including testing and syncing of audio and video.
- b. Ensure microphones are properly charged and positioned to optimize recording.
- c. Direct cameras to appropriate locations for recording incidents when practical.
- d. Officers will notify subjects they are being audio and video recorded as soon as circumstances allow.
- e. Officers will notify supervisors as soon as practicable if the system is not functioning properly.
- f. Continue recording throughout the entirety of the contact or incident.
  - i. \*Note\*: Citizens have no expectation of privacy in a public place whether they are in a vehicle or not therefore officers will continue to record even if the citizen objects.
- g. Document in reports and citations that the incident was recorded.
- h. Officers will ensure there are no outside audio devices interfering with the system recording (i.e. playing music in the patrol car).
- i. Officers will not alter, edit, or delete recordings.
- j. Recordings will not be copied and disseminated other than pursuant to a criminal prosecution, court order, public records request, or when the recording may provide training benefit.
- k. Ensure recorded data is uploaded to the server at least once per shift.

## APPENDIX F

### Use of Automatic Vehicle Locator (AVL)

**Principle:** The Lakewood Police Department has instituted the use of the Automatic Vehicle Locator (AVL) option provided by South Sound 911 through their Integraph dispatch program. The use of this program will enhance officer safety and the ability of supervisors in the field to place resources where needed during critical incidents. Additionally, there is the ability to conduct historical reviews of officers' locations that can provide accuracy and transparency during some internal investigations.

#### Practices:

##### A. Installation:

- a. AVL is an integrated option with the SS911 dispatch program. As such, the only installation that is required is the external antenna to connect to the global positioning system.

##### B. Activation:

- a. The AVL system is activated upon logging in to the dispatch software (MPS) and deactivated when logged off.
- b. To address safety concerns regarding location of their residences, officers may choose to log on and off once they are a distance from their residence that would provide reasonable privacy should the AVL data be disclosed.

##### C. Review- Historical AVL data may be reviewed at SS911 by a member of the command staff under the following circumstances:

- a. Pursuant to ongoing criminal investigation.
- b. If the data is used as evidence in a prosecutor charged criminal proceeding.
- c. If there is a specific complaint about an incident or employee that the supervisor reasonably believes would be validated or refuted by AVL data.

**Note:** In these instances, if the command staff member does not observe any AVL data that would support initiation of a formal investigation through Professional Standards, the employee will immediately be notified of the review and the reason for the review, to include identification of any complainant(s). If during the review the supervisor determines that a referral to Professional Standards is warranted, the established processes for those investigations will apply.

- d. Pursuant to a lawful public disclosure request.
- e. Recordings will be retained in accordance with State records retention laws.

##### D. Officer responsibilities

- a. Ensure the external GPS antenna is properly plugged in to the computer to allow AVL to operate as

intended.

- b.** Officers will notify supervisors as soon as practicable if the system is not functioning properly.
- c.** Officers will not intentionally alter or interfere with the AVL system.



Don Anderson  
Mayor

Jason Whalen  
Deputy Mayor

Mary Moss  
Councilmember

Michael D. Brandstetter  
Councilmember

John Simpson  
Councilmember

Marie Barth  
Councilmember

Paul Bocchi  
Councilmember

John J. Caulfield  
City Manager

April 1, 2016

## NOTICE OF PUBLIC HEARING

Notice is hereby given that on Monday, April 18, 2016, at 7:00 p.m., or soon thereafter, the City Council will hear public testimony and receive additional information on the Fiscal Year 2016 Consolidated Annual Action Plan and Amendments to the Fiscal Year 2013 and Fiscal Year 2014 Consolidated Annual Action Plans, and proposed use of funds for the Community Development Block Grant and HOME Investment Partnership Act Grant. Copies of the Plan may be viewed on the City's website at [www.cityoflakewood.us](http://www.cityoflakewood.us) and at:

- Lakewood City Hall, Community Development Department, 6000 Main Street SW, Lakewood
- Lakewood Library, 6300 Wildaire Road SW, Lakewood
- Tillicum Library, 14916 Washington Avenue SW, Lakewood
- Tacoma City Hall, Tacoma Community & Economic Development Department, 747 Market Street, Room 900, Tacoma

If you have comments about this matter and want them to be known and considered, they must be presented at the hearing, or written comments can be submitted to the City Clerk, 6000 Main Street SW, Lakewood, WA 98499, prior to the hearing.

The public hearing will take place at City of Lakewood, Council Chambers, 6000 Main Street SW, Lakewood, Washington.

For further information, please contact Mr. Jeff Gumm, Program Manager, at (253) 589-2489.

Alice M. Bush, MMC  
City Clerk



TO: Mayor and City Councilmembers

FROM: Jeff Gumm, Program Manager

THROUGH: John J. Caulfield, City Manager *John J. Caulfield*

DATE: April 18, 2016

SUBJECT: Public Hearing on FY 2016 Annual Action Plan and Amendments to FY 2013 and FY 2014 Annual Action Plans

---

**Introduction:** This memorandum will provide the City Council with a brief description of the review and approval process associated with the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) program funding allocations for FY 2016 (July 1, 2016 – June 30, 2017), including amendments to FY 2013 and FY 2014 Annual Action Plans.

**Public Participation Process:** As part of the CDBG and HOME consolidated planning process, grantees are required to include a public participation component as it determines how funding is be allocated to meet housing and community development needs for low and moderate income individuals. This public hearing process began on October 8, 2015 when the Community Services Advisory Board held a public hearing to receive testimony on housing, human services, and community development needs. To complete the process, the City is providing for a 30-day public comment period (April 1, 2016 – April 30, 2016) and is holding a public hearing on April 18, 2016 to accept comments on the City's proposed use of funds for FY 2016 (2016 Annual Action Plan and Amendments to FY 2013 and FY 2014 Annual Action Plans).

**Timeline:** The timeline below provides milestones and upcoming actions relating to the FY 2016 Annual Action Plan.

- October 8, 2015 - The CSAB conducted a public hearing to receive public testimony on housing, human services and community development needs.
- October 19, 2015 - The City Council adopted FY 2016 CDBG & HOME policies.
- February 24, 2016 - CSAB review and approval of Draft FY 2016 Annual Action Plan and amendments to FY 2013 and FY 2014 Annual Action Plans.

- March 14, 2016 - Council review of Draft FY 2016 Annual Action Plan and amendments to FY 2013 and FY 2014 Annual Action Plans.
- April 1 - April 30, 2016 - Formal citizen review & comment period of Plan.
- April 18, 2016 - *Lakewood City Council conducts public hearing on the Draft Annual Action Plan.*
- May 2, 2016 - Lakewood City Council adopts FY 2016 Annual Action Plan and amendments to FY 2013 and FY 2014 Annual Action Plans.
- May 13, 2016 - Submit Annual Action Plan to HUD.

**FY 2016 Annual Action Plan and Amendments to FY 2013 and FY 2014 Annual Action Plans:**

Tables 1, 2 and 3 below provide a listing of CDBG, HOME, and Section 108 funds available and proposed use of funds for the upcoming fiscal year.

<b>TABLE 1 CDBG PROGRAM YEAR 2016 &amp; REPROGRAMMED FY 2013 AND 2014 FUNDING</b>				
	<b>Amount Requested</b>	<b>CAB RECOMMENDATIONS</b>		
		<b>CDBG FY 2016</b>	<b>CDBG Reprogram FY 2013 and 2014</b>	<b>CDBG FY 2016 &amp; Reprogram</b>
<b>PHYSICAL IMPROVEMENTS</b>				
City of Lakewood – 108 <sup>th</sup> Street Roadway Improvements	\$300,000.00	\$198,884.65	\$101,115.35	\$300,000.00
City of Lakewood – Low Income Street Lighting/ LED Improvements	\$43,000.00	\$43,000.00	\$0	\$43,000.00
<b>Subtotal- Physical Improvements</b>	<b>\$343,000.00</b>	<b>\$241,884.65</b>	<b>\$101,115.35</b>	<b>\$343,000.00</b>
<b>HOUSING</b>				
City of Lakewood – Major Home Repair/Sewer Loan Program	\$101,755.35	\$101,755.35	\$0	\$101,755.35
City of Lakewood – Emergency Assistance for Displaced Residents	\$30,000.00	\$30,000.00	\$0	\$30,000.00
<b>Subtotal- Housing</b>	<b>\$131,755.35</b>	<b>\$131,755.35</b>	<b>\$0</b>	<b>\$131,755.35</b>
<b>PUBLIC SERVICE (15% Cap)</b>				
<b>Subtotal- Public Service</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>ECONOMIC DEVELOPMENT</b>				
<b>Subtotal- Economic Development</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OTHER/ ADMIN (20% Cap)</b>				
Administration	\$93,410.00	\$93,410.00	\$0	\$93,410.00

<b>TABLE 1 CDBG PROGRAM YEAR 2016 &amp; REPROGRAMMED FY 2013 AND 2014 FUNDING</b>				
<b>Subtotal- Administration</b>	<b>\$93,410.00</b>	<b>\$93,410.00</b>	<b>\$0</b>	<b>\$93,410.00</b>
Contingency (5% Max.)	\$0	\$0	\$0	\$0
<b>Subtotal- Contingency</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$568,165.35</b>	<b>\$467,050.00</b>	<b>\$101,115.35</b>	<b>\$568,165.35</b>
Please note that this Table includes the reallocation of FY 2013 PC2 Project Home Rental Assistance funds in the amount of \$6,161.48, FY 2014 Administration funds in the amount of \$33,938.38, FY 2014 AM Paint Tacoma Pierce Beautiful funds in the amount of \$111.38, FY 2014 SSOS Financial & Housing Counseling funds in the amount of \$9,500.00, FY 2014 CenterForce Foodservice Education & Training Program funds in the amount of \$1,339.17, FY 2014 YMCA Childcare Scholarship funds in the amount of \$5,064.94, and FY 2014 NWBCDC Veterans Business Development funds in the amount of \$45,000.00 to supplement FY 2016 City of Lakewood – 108 <sup>th</sup> Street Roadway Improvements.				

<b>TABLE 2 FY 2016 HOME FUNDING - LAKEWOOD'S SHARE</b>	
<b>HOUSING</b>	<b>TOTAL</b>
Administration (10% Tacoma)	\$20,847.30
Affordable Housing	\$117,625.70
Housing Rehabilitation Program	\$70,000.00
<b>TOTAL</b>	<b>\$208,473.00</b>

<b>TABLE 3 FY 2016 SECTION 108 LOAN FUND ASSISTANCE</b>	
<b>PROJECT</b>	<b>TOTAL</b>
City of Lakewood – 108 <sup>th</sup> Street Roadway Improvements	\$141,500.00
<b>TOTAL</b>	<b>\$141,500.00</b>



Don Anderson  
Mayor

Jason Whalen  
Deputy Mayor

Mary Moss  
Councilmember

Michael D. Brandstetter  
Councilmember

John Simpson  
Councilmember

Marie Barth  
Councilmember

Paul Bocchi  
Councilmember

John J. Caulfield  
City Manager

March 8, 2016

# NOTICE OF PUBLIC HEARING

**RE:** Request to vacate a portion of right-of-way at 84<sup>th</sup> Street SW.

On Monday, April 18, 2016, at 7:00 p.m., or soon thereafter, the Lakewood City Council will hear public testimony on the request to vacate a portion of right-of-way at 84<sup>th</sup> Street SW.

If you have concerns about this matter and want those concerns to be known and considered, they must be presented at the hearing or written comments can be submitted to the City Clerk, 6000 Main Street SW, Lakewood, WA 98499, prior to the hearing. Comments may also be emailed prior to 4:30 p.m. April 18, 2016 to [abush@cityoflakewood.us](mailto:abush@cityoflakewood.us)

This hearing will take place in the City Council Chambers, 6000 Main Street SW, Lakewood, Washington. All persons will have an opportunity to present their oral comments at the hearing.

For further information about this matter, please call Paul Chandler, Associate Civil Engineer I, at 253-983-7776.

Alice M. Bush, MMC  
City Clerk

(Resolution No. 2016-03)

**STAFF REPORT**

**CITY COUNCIL PUBLIC HEARING  
MONDAY April 18, 2016**

**VACATION REQUEST SUMMARY:**

Deidre Soileau on behalf of Pierce College Foundation has submitted a request to vacate a portion of 84<sup>th</sup> Street Southwest right-of-way. The portion of right-of-way to be vacated is approximately 271 square feet in size and abuts parcel number 2570000091. The area to be vacated contains a portion of an existing building located on parcel 2570000091. The vacation is being sought to correct this issue in order to renovate the buildings onsite. As compensation for the vacated property the applicant is proposing to dedicate to the City a portion of property which abuts the Steilacoom Boulevard Southwest right-of-way. The amount of dedicated property is 272 square feet in size.

The property to be vacated is nearly equivalent to the amount to be dedicated to the City. Therefore, staff is recommending that no monetary exchange be made.

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

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 3, BOULEVARD TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 16 OF PLATS, PAGE 70, RECORDS OF PIERCE COUNTY, WASHINGTON; THENCE ALONG THE SOUTH MARGIN OF 84TH STREET SOUTHWEST SOUTH 89°44'44" EAST, 0.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°09'38" EAST, 71.24 FEET; THENCE SOUTH 5°41'47" EAST, 7.60 FEET TO THE SOUTH MARGIN OF SAID 84<sup>TH</sup> STREET SOUTHWEST; THENCE ALONG SAID SOUTH MARGIN NORTH 89°44'44" WEST, 71.63 FEET TO THE TRUE POINT OF BEGINNING.

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

**Petition:** Deidre Soileau on behalf of Pierce College Foundation is acting as Principal Petitioner. The Principal Petitioner owns the sole adjoining parcel to the proposed vacated area. Copies of the vacation petition are attached.

**Notification:** On March 7, 2016, the Lakewood City Council passed Resolution No. 2016-03 establishing April 18, 2016, as the date for a public hearing to be held before the City Council on the proposed vacation. In accordance with LMC 12A.12.090, all property owners of record, within 300 feet of the limits of the proposed vacation (according to the records of the Pierce County Assessor), were notified by mail of the time, place and purpose of the hearing. A notice of the hearing was published in the Tacoma News Tribune on March 10, 2016. Placards were posted at the site where the vacation is being requested.

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

- A. Whether a change of use or vacation of the street or alley will better serve the public good;
- B. Whether the street or alley is no longer required for public use or public access;
- C. Whether the substitution of a new and different public way would be more useful to the public.
- D. Whether conditions may so change in the future as to provide a greater use or need than presently exists; and
- E. Whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the general public.

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

- A. The vacation of a portion of 84<sup>th</sup> Street Southwest right-of-way would benefit the public in that it would correct an existing encroachment of a building into the public right-of-way.
- B. The vacated portion of property is not anticipated to affect the existing use of the public right-of-way in the given location, as the area to be vacated will only encompass the existing building encroachment and will not alter the current travelled way.
- C. The substitution of new and different public right-of-way will not be more useful.
- D. It is not anticipated that conditions may so change in the future as to provide a greater need for the right-of-way proposed to be vacated.
- E. No written objections to the vacation have been received by the City from private property owners, other governmental agencies, or the general public.

**Department and Agency Recommendations:**

Public Works Department:

Staff believes that the proposed vacation conforms to the criteria in LMC Chapter 12A.12, Street and Alley Vacation Procedures. If the Council chooses to approve the proposed vacation, the following conditions should be imposed:

1. The vacation shall be effective once the ordinance is adopted and recorded and subject to the city receiving and recording the respective deed for 272 square feet of the applicant's property that fronts on and abuts Steilacoom Blvd for which the Public Works Director concurs with the dimensions thereof.
2. For those portions of the proposed vacation area that have public utilities, the City shall retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of said public utilities and services.

Attachments:

- 1) Vacation petition
- 2) Vicinity maps



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

# STREET OR ALLEY VACATION APPLICATION

STREET OR ALLEY VACATION FEE: \$750

**SITE ADDRESS:** 8407 STEILACOOM BOULEVARD SW

**TAX PARCEL NUMBER:** 2570000091

**PROPERTY OWNER:** (mandatory)

Name: PIERCE COLLEGE FOUNDATION Daytime Phone: 253-864-3262

Mailing Address: 1601 39TH AVE SE Fax Number: \_\_\_\_\_

City/State/Zip: PUYALLUP, WA 98374

**APPLICANT:** (mandatory)

Name: Deidre Soileau, VP for Advancement & Exec. Director Fndn. Daytime Phone: 253-864-3262

Mailing Address: 1601 39TH AVE SE Fax Number: \_\_\_\_\_

City/State/Zip: PUYALLUP, WA 98374

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

Contact person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing address: \_\_\_\_\_

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

**Please provide a detailed project description.**

VACATION OF A PORTION OF RIGHT OF WAY ALONG THE SOUTH SIDE OF THE 84TH ST SW FRONTAGE. A PORTION OF THE EXISTING BUILDING ENCROACHES UPON THE RIGHT OF WAY. VACATION OF THE LAND IS SOUGHT TO RECTIFY THE ENCROACHMENT CONDITION.

A = ALWAYS REQUIRED M = MAY BE REQUIRED

NUMBER REQUIRED	DESCRIPTION OF REQUIRED DOCUMENTS	REQUIRED
1	STREET OR ALLEY VACATION APPLICATION	A
1	STREET OR ALLEY VACATION FEE : \$750	A
1	SURVEY, VICINITY MAP, PLAT MAP AND LEGAL DESCRIPTION	A
1	STREET VACATION PETITION	A

**TO THE LAKEWOOD CITY COUNCIL**

To Whom It May Concern:

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

SEE ATTACHED

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

The Area To Be Vacated Contains:

The Appraised Value:

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

**Notice to all parties signatory hereto:**

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



PRINCIPAL PETITIONER

PARCEL NO. OF  
PROPERTY OWNED

COMPLETE  
RESIDENTIAL  
MAILING ADDRESS

1. Deidre Soileau      2570000091      1601 39TH AV SE PUYALLUP, WA 98374

Pierce College Foundation - Deidre Soileau,  
VP for Advancement & Exec. Dir. Foundation

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

1. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

PRINCIPAL PETITIONER

PARCEL NO. OF  
PROPERTY OWNED

COMPLETE  
RESIDENTIAL  
MAILING ADDRESS

2.

Signature

Print Name

3.

Signature

Print Name

4.

Signature

Print Name

5.

Signature

Print Name

6.

Signature

Print Name

7.

Signature

Print Name

8.

Signature

Print Name

Said Petitioners believe that the above described right-of-way is not useful as a part of the City of Lakewood Road System and that the public will be benefited by the Vacation; and , therefore, pray for the Vacation of said right-of-way as provided by law, and assume responsibility for all aforementioned fees and/or costs as per R.C.W. Chapter 36.87.

Respectfully submitted this 9 day of DECEMBER, 20 15.

NOTE: Petition must be returned \_\_\_\_\_ from \_\_\_\_\_



**STATEMENT OF UNDERSTANDING**

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

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

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

**EXHIBIT A  
VACATION DESCRIPTION**

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 3, BOULEVARD TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 16 OF PLATS, PAGE 70, RECORDS OF PIERCE COUNTY, WASHINGTON; THENCE ALONG THE SOUTH MARGIN OF 84TH STREET SOUTHWEST SOUTH 89°44'44" EAST, 0.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°09'38" EAST, 71.24 FEET; THENCE SOUTH 5°41'47" EAST, 7.60 FEET TO THE SOUTH MARGIN OF SAID 84TH STREET SOUTHWEST; THENCE ALONG SAID SOUTH MARGIN NORTH 89°44'44" WEST, 71.63 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 271 SQUARE FEET.

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

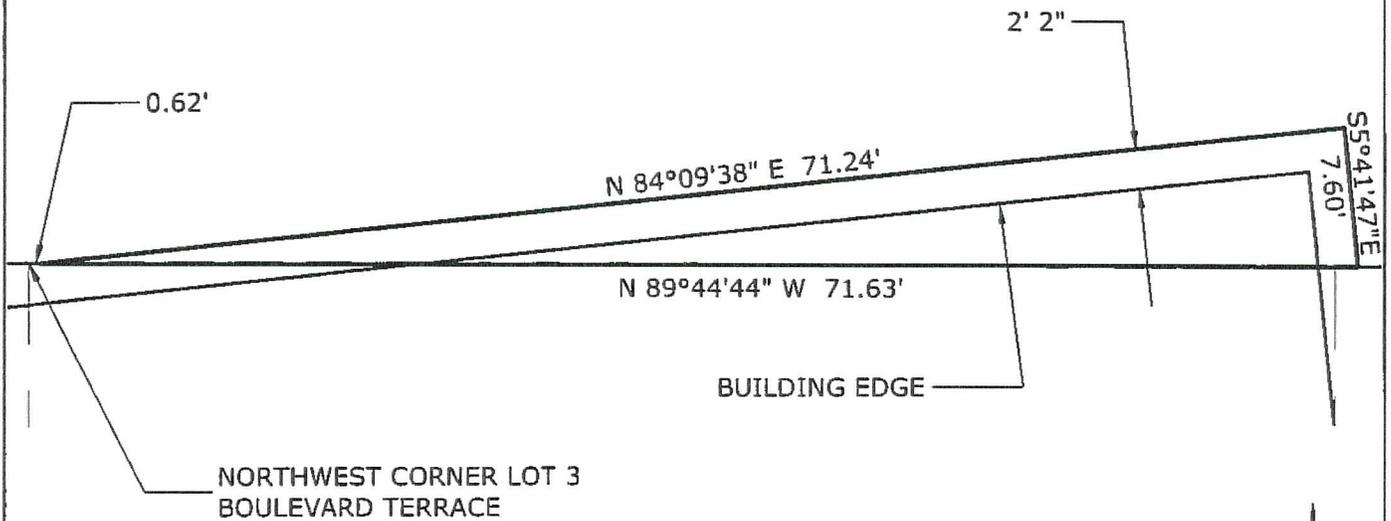
12/17/2015



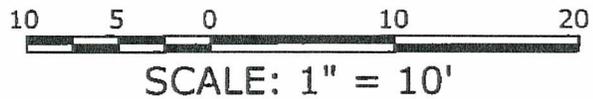
THOMAS R. GOLD  
STATE OF WASHINGTON  
REGISTERED  
22016  
PROFESSIONAL LAND SURVEYOR

EXHIBIT B  
SOUTH 84TH STREET VACATION  
CENTER FOR GLOBAL SCHOLARS

SOUTH 84TH STREET



8407 STEILACOOM BLVD.



12/17/2015

*Thomas R. Gold*

Detailed description: A handwritten signature 'Thomas R. Gold' and the date '12/17/2015' are written over a circular professional seal. The seal contains the text 'THOMAS R. GOLD', 'STATE OF WASHINGTON', 'REGISTERED 22016', and 'PROFESSIONAL LAND SURVEYOR' around a central portrait of a man.

**BEYLER**  
CONSULTING

**CONTACT**  
phone: 253-301-4157  
fax: 253-336-3950  
beylerconsulting.com

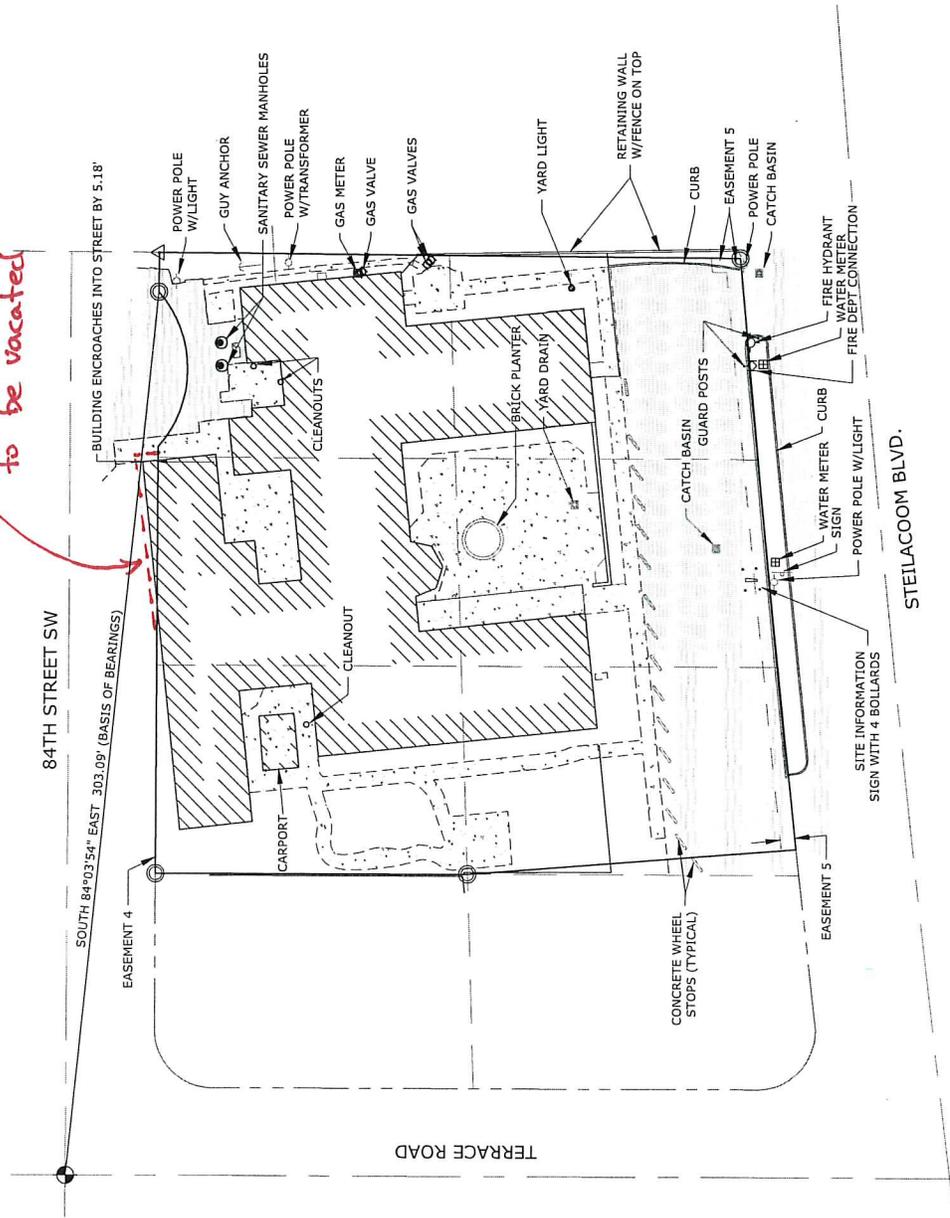
**OFFICE**  
7602 Bridgeport Way W; 3D  
Lakewood, WA 98499

Detailed description: A contact information block for Beyler Consulting. It features a stylized 'B' logo, the company name 'BEYLER CONSULTING', and contact details including phone, fax, website, and office address.

# SITE FEATURES SURVEY

IN THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.  
CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON

*Portion of 84th St SW  
to be vacated*



- LEGEND**
- BRASS DISK MONUMENT FOUND OCTOBER 2015
  - FOUND REBAR AND CAP OCTOBER 2015
  - △ FOUND RAIL ROAD SPIKE OCTOBER 2015

## LEGAL DESCRIPTION

LOTS 2 TO 7, INCLUSIVE, BLOCK 3, BOULEVARD TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 16 OF PLATS, PAGE 70, RECORDS OF PIERCE COUNTY, WASHINGTON.

EXCEPTING THAT PART OF SAID LOT 7 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 3, BOULEVARD TERRACE; THENCE SOUTHERLY ALONG THE WEST LINE TO THE SOUTHWEST CORNER OF LOT 7; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 7, 9.00 FEET THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.

DESCRIPTION ABOVE PER FIRST AMERICAN TITLE INSURANCE COMPANY FILE NUMBER NCS-736740-CH12 DATED JUNE 9, 2015 AT 7:30 A.M.

## BASIS OF BEARINGS

PLAT OF BOULEVARD TERRACE: THE BEARING OF THE LINE FROM THE MONUMENT AT THE INTERSECTION OF TERRACE ROAD AND 84TH STREET SW TO THE REBAR AND CAP MARKING THE POINT OF CURVATURE NEAR THE NORTHEAST CORNER OF LOT 4 IS SOUTH 84°03'54" EAST.

## EQUIPMENT USED

TOPCON PS103A TOTAL STATION, STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.

## EASEMENTS

SCHEDULE B - SECTION 2 SPECIAL EXCEPTION ITEMS

4. MUST ERECT A SIX FOOT PAINTED FENCE ALONG SOUTH 84TH STREET IF THE PERMITS OFFICE DETERMINES TO BE UNNECESSARILY MATERIALS. RESTRICTION UNDER RECORDING NUMBER 1746493.
  5. EASEMENT FOR GUY ANCHOR AND WIRES TO CITY OF TACOMA OVER SOUTH 5 FEET OF PROPERTY AND OVER WEST 5 FEET OF SOUTH 10 FEET OF PROPERTY UNDER RECORDING NUMBER 1989463.
  6. EASEMENT FOR CABLE SYSTEM TO VIACOM CABLE OVER ENTIRE PROPERTY UNDER RECORDING NUMBER 9510190047.
  7. EASEMENT FOR BROADBAND SERVICES TO CABLE TV PUGET SOUND, INC. OVER ENTIRE PROPERTY UNDER RECORDING NUMBER 200209160859.
- EASEMENTS ABOVE PER FIRST AMERICAN TITLE INSURANCE COMPANY FILE NUMBER NCS-736740-CH12 DATED JUNE 9, 2015 AT 7:30 A.M.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN OCTOBER 2015, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 RCW AND 332-130 WAC, AT THE REQUEST OF THE CENTER FOR GLOBAL SCHOLARS.



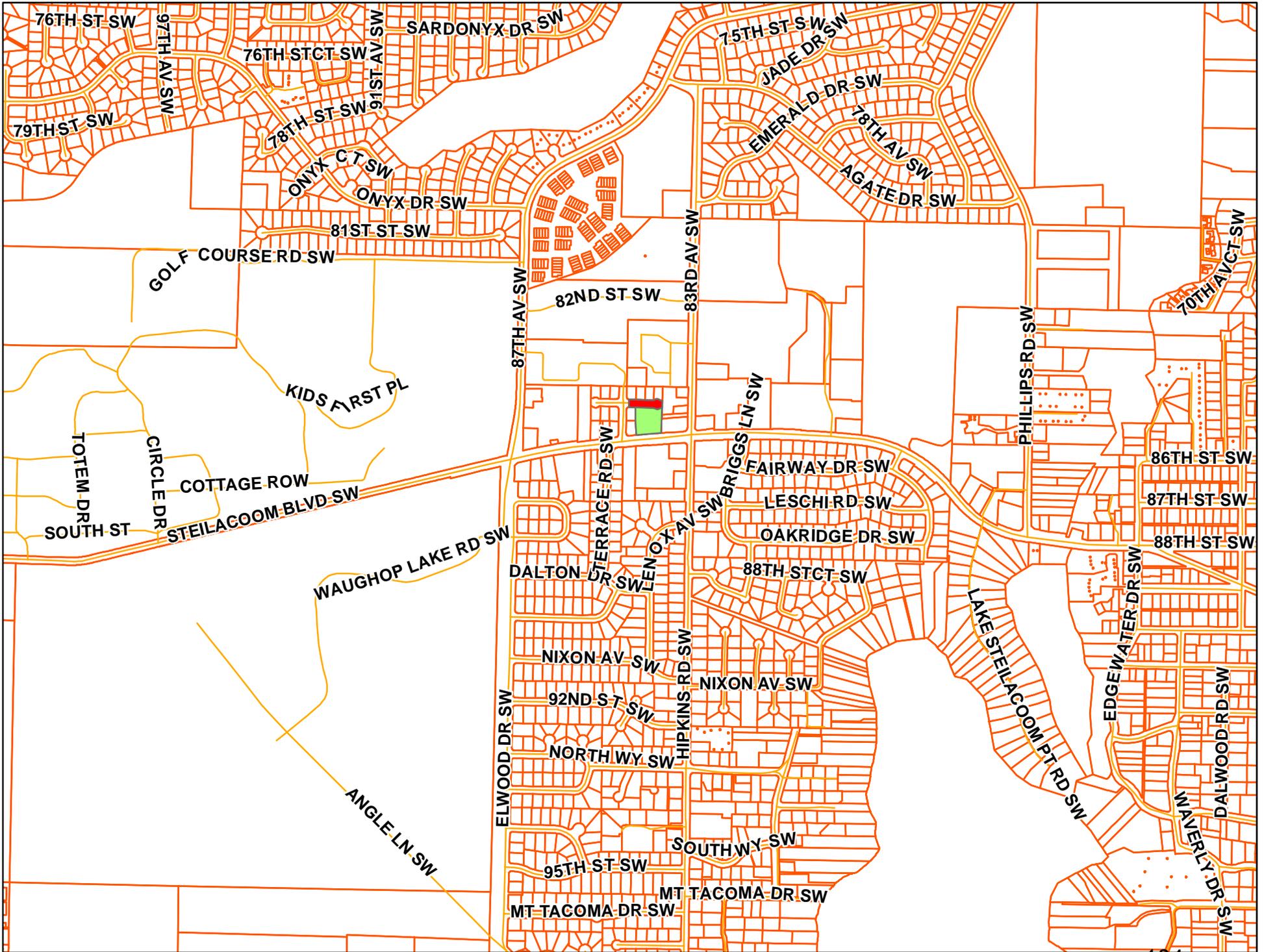
11/30/2015

**BEYLER CONSULTING**  
CONTACT: 253-301-4157  
phone: 253-336-3950  
fax: 253-336-3950  
beylerconsulting.com

OFFICE  
7602 Bridgeport Way W, 3D  
Lakewood, WA 98499

**SURVEY FOR:**  
CENTER FOR GLOBAL SCHOLARS  
8407 STEILACOOM BLVD.  
LAKEWOOD WA

DRWN. BY: tgold DATE: 11/30/2015 JOB #: 15-202  
CHKD. BY: tgold SCALE: 1" = 30' SHEET: SHEET 1 OF 1





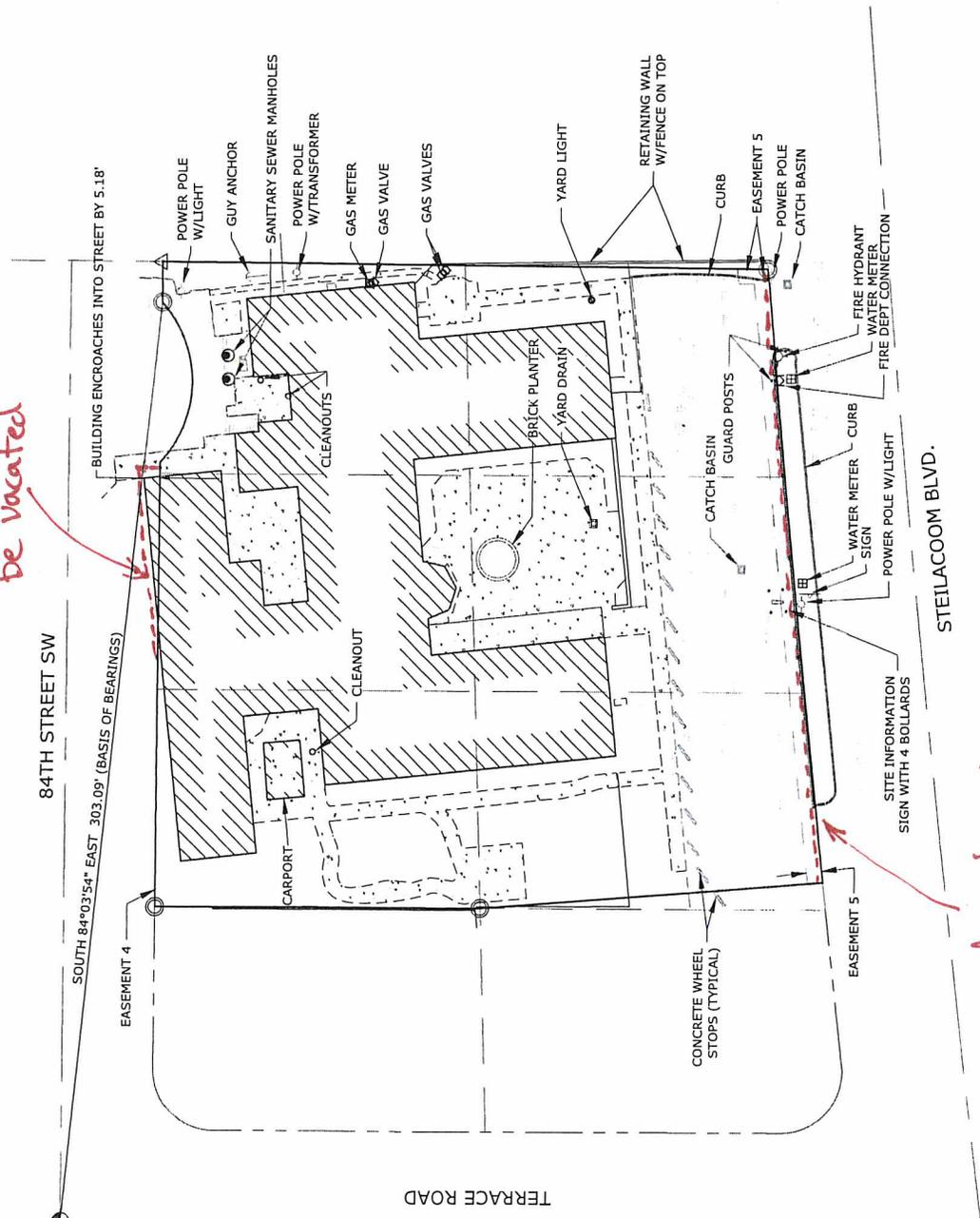
# SITE FEATURES SURVEY

IN THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.  
CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON

*Area to be vacated*



- LEGEND**
- BRASS DISK MONUMENT FOUND OCTOBER 2015
  - FOUND REBAR AND CAP OCTOBER 2015
  - △ FOUND RAIL ROAD SPIKE OCTOBER 2015



*Area in exchange to be dedicated*

**LEGAL DESCRIPTION**

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**EQUIPMENT USED**

TOPCON FS103A TOTAL STATION, STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.

**EASEMENTS**

SCHEDULE B - SECTION 2 SPECIAL EXCEPTION ITEMS

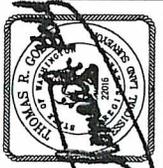
4. MUST ERECT A SIX FOOT PAINTED FENCE ALONG SOUTH 84TH STREET IF THE NORTH HALF OF THE PROPERTY IS USED TO STORE UNSIGHTLY MATERIALS. RESTRICTION UNDER RECORDING NUMBER 1746433.
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I HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN OCTOBER 2015, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 RCW AND 332-130 WAC, AT THE REQUEST OF THE CENTER FOR GLOBAL SCHOLARS.

11/30/2015



**BEYLER CONSULTING**

CONTACT  
phone: 253-301-4157  
fax: 253-336-3950  
beylerconsulting.com

OFFICE  
7602 Bridgeport Way W, 3D  
Lakewood, WA 98499

**SURVEY FOR:**

CENTER FOR GLOBAL SCHOLARS  
8407 STEILACOOM BLVD.  
LAKEWOOD WA

DRWN. BY: tgold  
DATE: 11/30/2015  
JOB #: 15-202

CHKD. BY: tgold  
SCALE: 1" = 30'  
SHEET: SHEET 1 OF 1

Google Maps 84th St SW



Image capture: Jun 2015 © 2016 Google

Lakewood, Washington

Street View - Jun 2015

Google Maps

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> April 18, 2016	<b>TITLE:</b> An ordinance amending Chapter 12A.15 of the Lakewood Municipal Code; relative to processes and deadlines for mandatory connection to sanitary sewer.	<b>TYPE OF ACTION:</b> <input checked="" type="checkbox"/> ORDINANCE NO. 637 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Ordinance	

**SUBMITTED BY:** Don E. Wickstrom, Public Works Director

**RECOMMENDATION:** It is recommended that the City Council adopt an ordinance amending Chapter 12A.15 of the Lakewood Municipal Code; relative to processes and deadlines for mandatory connection to sanitary sewer.

**DISCUSSION:** Under the current municipal code, the first 73 properties are coming due to connect to the sanitary sewer system in the Tillicum neighborhood on or before November 1<sup>st</sup> of this year. Staff recommendation is to amend Chapter 12A.15 to extend the requirement to connect to sewer an additional 5 years. This will allow more time for properties to connect. More properties will be sold, which requires connection to sewer as a condition of sale. This will also provide additional opportunities for property redevelopment. Availability charges will continue to be collected. The funds could be used for financial assistance for properties needing to connect or for sewer extensions in the Tillicum and Woodbrook neighborhoods.

**ALTERNATIVE(S):** Without an amendment the City will need to move forward and begin preparing to enforce the mandatory connections to sewer this fall. This will be a burden on an already limited staff.

**FISCAL IMPACT:** Approximately \$1,400,000 in availability charges will be collected if the mandatory connection deadline is extended 5 years.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

ORDINANCE NO. 637

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Sections 12A.15.050, 12A.15.060, 12A.15.090, and 12A.15.100 of the Lakewood Municipal Code; relative to processes and deadlines for mandatory connection to sewer.

WHEREAS in 2011, the City of Lakewood extended sewer service to the Tillicum neighborhood, and under the current Lakewood Municipal Code properties are required to connect in a timely manner to the sewer;

WHEREAS, Seventy-three properties are subject to mandatory connections on or before November 1, 2016; and

WHEREAS it is desirable from a property redevelopment perspective and from an administrative perspective to extend the timeframe for compliance from 5 years to 10 years from the date that sewer is available to properties.

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

Section 1: Section 12A.15.050 Lakewood Municipal Code (LMC) entitled, “Failure to Connect and Availability Charge,” is amended to read as follows:

A. Any owner or owners of property who fail through neglect or refusal to connect a property and structure to an available sewer main as required under LMC 12A.15.040 within the time specified, shall be assessed an Availability Charge for continued use of an interim on-site septic system.

B. All interim on-site septic systems will be allowed to remain in use only if the system is in and remains in good working order.

C. The City Manager, or the designee thereof, may order mandatory connection to an available sewer main in the event that a property owner fails to pay Availability Charges or fails to provide sufficient proof that an existing on-site septic system is in good working order.

D. Any owner(s) of multi-family properties with more than ten (10) units or mobile home parks with more than ten (10) units may request a one-time fifty percent (50%) reduction of the Availability Charge for a twelve (12) month period after service and recording of the Notice of Availability. To be eligible for the reduction, the total construction cost of the sanitary sewer connection must exceed One Hundred Thousand and 00/100 dollars (\$100,000.00). The property owner(s) shall submit a request to the City, in writing, that includes an estimate from a licensed civil engineer proving that the total construction costs of the sanitary sewer connection will exceed One Hundred Thousand and 00/100 dollars (\$100,000.00). The property owner shall also submit certification from the Tacoma-Pierce County Health Department that the existing septic sewer system is in good working order. Construction costs shall be limited to: engineering, plan review fees, easement document development and recording, sanitary sewer extension

construction, and associated restoration costs. Connection fees associated with the sanitary sewer construction shall not be included in the total construction cost calculations. Property owners that request and receive a reduced availability charge under this exception will not be granted an additional deferral of connection per Section 12A.14.090 LMC and shall be connected to sanitary sewer no later than ~~four (4)~~ ten (10) years after service and recording of the Notice of Availability. Upon the City's approval of the request the reduction shall be effective commencing the first subsequent Availability Charge billing cycle. A reduction request and/or subsequent approval by the City does not relieve the property owner(s) from paying the Availability Charge during the period between service and recording of the Notice of Availability and Availability Charge reduction approval.

Section 2: Section 12A.15.060 Lakewood Municipal Code (LMC) entitled, "Mandatory Connection," is amended to read as follows:

A. After service and recording of a Notice of Availability, ~~as described in section 12.15.030,~~ an interim on-site septic system may be allowed to remain in use for ~~five~~ ten years from the date of recording. An interim on-site septic system will be allowed to remain in use after the passage of ~~that five year period~~ such date only if the property owner applies for and receives a deferral of the requirement to connect as outlined in LMC 12A.15.090 and 12A.15.100. ~~No deferral of connection shall extend use of an interim on-site septic system longer than eight years after the recording of a Notice of Availability.~~ The use of an interim on-site septic system after the longer of any deferrals or expiration of the allowed use of such interim on-site septic system is prohibited.

B. Use of interim on-site septic systems on property within the City of Lakewood shall be discontinued, and connection to the public sewer system mandated, upon the occurrence of any the following events:

1. When a septic tank, drain field or other private sewerage disposal system becomes inoperable in accordance with the provisions determination of the authorized public health official or authority;
2. Should the City receive a permit or application proposing a change that intensifies in the use of a structure or residence served by an interim on-site septic system, connection to the public sewer system will be mandated prior to issuance of a certificate of occupancy or prior to issuance of any applicable permit, license or approval;
3. Prior to issuance of a certificate of occupancy for a newly constructed structure upon a property;
4. Upon the sale of a property within the City, the purchaser shall be required to connect to the public sewer system prior to occupancy or use of a structure;
5. As necessary to meet planning and development regulations, including issuance of discretionary permits, land use variances and site development permits where the public health, safety and welfare would be served by mandating connection to the public sewer system;

6. Should lands, buildings or structures be found to exist in a state of public nuisance or in a condition that violates any applicable public health or building code, law or regulation, through issuance of an order to repair or remove such condition, in the discretion of the City Manager, or designee thereof, the owner may be ordered to connect to an available public sewer in order to cure such condition or violation.

7. At the time that any property is proposed to be subdivided, subjected to a binding site plan, or subject to the formation of a condominium.

Section 3: Section 12A.15.090 Lakewood Municipal Code (LMC) entitled, “Requests for Deferral of Connection,” is amended to read as follows:

- A. ~~Use of an interim on-site septic system within the City of Lakewood will be unlawful five years after the date on which a Notice of Availability is recorded pursuant to LMC 12A.15.030 if the owner of a property has not applied for and received a deferral of the requirement mandating connection to the public sanitary sewer system. Deferral of mandatory connection may be authorized for up to eight~~ three years after the property is subject to a mandatory connection. In no event, however, shall an interim on-site septic system be allowed to remain in use within the City longer than eight years after recording of a Notice of Availability.
- B. Requests for deferrals must be made in writing to the City Manager of the City of Lakewood, and such a request should include the following information:
1. Requestor's name, mailing address, and the address or parcel number of the property for which a deferral is sought.
  2. Financial, medical, utility or tax information as the requestor deems relevant to the request for a deferral.
  3. Proof of age if the requestor's age is relevant to the request for a deferral.
  4. Evidence of the structural integrity of the structure on the property and information regarding any plan that the structure will be demolished, refurbished or rebuilt within the deferral period.
  5. Evidence that the existing septic system is in good working order as approved by the Tacoma-Pierce County Health Department.
  6. The length of time for which a deferral is sought.
  7. Additional information as the requestor may deem relevant to the requested deferral.
  8. As to public agencies or entities, information may be provided that would include future plans to decommission, sell or close facilities or buildings.
- C. The City Manager, or designee, may revoke a deferral upon the occurrence of any of the events that would compel mandatory connection under 12A.15.060. Revocation of a deferral shall be ordered in writing.

Section 4: Section 12A.15.100 Lakewood Municipal Code (LMC) entitled, “Criteria for Granting of Deferrals,” is amended to read as follows:

- A. Upon receipt of a written request for a deferral, the City Manager, or designee, shall evaluate such a request under the following criteria or any combination of the following criteria:
1. Whether mandatory connection would be a hardship to an elderly or disabled person, which hardship would be lessened by allowance of a deferral.
  2. Whether the requestor, by virtue of age or disability, has qualified for government subsidies, or reduced tax or utility payments.
  3. Whether the application evidences that the useful life of the structure or structures upon the property is shorter than the period of deferral requested.
  4. Whether the property owner has provided sufficient evidence that structures upon the property will be improved, demolished or rehabilitated, and that deferral is appropriate to facilitate future work contemplated upon the structures or property within the term of the deferral.
  5. Whether the cost of connection to an available sewer system, when compared to the combined assessed value of the property and improvements upon the property, exceeds more than 10% of the value of the property.
  6. Whether a public entity or agency plans to sell, decommission or close facilities or structures.
- B. Upon receipt of a request for a deferral under this section, the City Manager, or designee, shall act within a reasonable period of time in responding to said request. For the purposes of this section, City action upon a deferral request includes requesting additional information from the requester or scheduling an interview with the requester.
- C. A determination of a deferral request shall be made in writing and mailed to the requestor at the mailing address provided in the request.
- D. A determination on a request for deferral may impose conditions upon the requestor, which may include, but are not limited to, ~~Within the discretion of the City Manager, or designee, the requestor may be required to~~ the filing of a voluntary compliance agreement in the public records, acknowledging that the requestor will connect to the public sanitary sewer system upon occurrence of a specific event or upon expiration of the deferral period. ~~Further, approval of a deferral requires the requestor to , payment of the Availability Charge and such.~~ Additional conditions may, within the discretion of the City Manager, or designee, be added that are lawful and relevant to the nature of any deferral.
- E. A determination of a deferral request shall be considered an administrative order of the City.
- ~~F. No deferral may be granted for a period of time that extends beyond eight years from the City's recording of a Notice of Availability, absent an application to and approval by the City Manager, or the designee thereof.~~
- ~~G.~~ F. No deferrals shall be granted where connection to the public sewer system is required pursuant to LMC 12A.15.060.B.

Section 5: 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 18<sup>th</sup> day of April, 2016.

CITY OF LAKEWOOD

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Don Anderson, Mayor

Attest:

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Alice M. Bush, MMC, City Clerk

Approved as to Form:

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Heidi A. Wachter City Attorney

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

**(Legal Notice)**  
April 19, 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 18th day of April, 2016.

**ORDINANCE NO. 637**

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Sections 12A.15.050, 12A.15.060, 12A.15.090, and 12A.15.100 of the Lakewood Municipal Code; relative to processes and deadlines for mandatory connection to sewer.

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

<b>DATE ACTION IS REQUESTED</b>	<b>TITLE: AN ORDINANCE</b> Of the City Council of the City of Lakewood, Washington, amending Section 03.40.070 of the Lakewood Municipal Code; relative to funds..	<b>TYPE OF ACTION:</b>
April 18, 2016		<input checked="" type="checkbox"/> ORDINANCE NO. 638
<b>REVIEW:</b>	<b>ATTACHMENTS:</b>	<input type="checkbox"/> RESOLUTION NO.
N/A	Proposed Ordinance	<input type="checkbox"/> MOTION NO.
		<input type="checkbox"/> OTHER

**SUBMITTED BY:** Tho Kraus, Assistant City Manager/Administrative Services

**RECOMMENDATION:**

**DISCUSSION:** The proposed ordinance is housekeeping in nature, updating the Lakewood Municipal Code to increase the Police Department General Investigative Imprest Fund.

**ALTERNATIVE(S):** If not approved, the Department’s ability to perform general operations is limited.

**FISCAL IMPACT:** No fiscal impact.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Department Director	 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> City Manager Review
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ORDINANCE NO. 638

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Section 03.40.070 of the Lakewood Municipal Code relative to funds.

WHEREAS it is desirable to increase the Police Department General Investigative Fund.

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

Section 1: Section 03.40.070 Lakewood Municipal Code (LMC) entitled, "Police Department-Police General Investigations," is amended to read as follows:

There is established a police department special investigative imprest fund to be known as the City of Lakewood Police Department Police General Investigations Account, in an amount not to exceed ~~twelve~~ forty thousand dollars (~~\$12,000.00~~) (\$40,000.00).

Section 2: Effective Date. This ordinance shall take place five (5) days after its publication or publication of a summary of its intent and contents.

ADOPTED by the City Council this 18<sup>th</sup> day of April, 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)**  
April 19, 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 18th day of April, 2016.

**ORDINANCE NO. 638**

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Section 03.40.070 of the Lakewood Municipal Code relative to funds.

This ordinance shall take place five (5) 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

<b>DATE ACTION IS REQUESTED</b> <b>April 18, 2016</b>	<b>TITLE:</b> RCO Grant Authorizing Resolutions	<b>TYPE OF ACTION:</b> <input type="checkbox"/> ORDINANCE NO. <input checked="" type="checkbox"/> RESOLUTION NO. 2016-06 <input type="checkbox"/> MOTION NO. <input type="checkbox"/> OTHER
<b>REVIEW:</b> <b>April 18, 2016</b>	<b>ATTACHMENTS:</b> Resolution supporting Harry Todd Waterfront Improvement Project	

**SUBMITTED BY:** Mary Dodsworth, Parks, Recreation and Community Services Director

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to forward an authorizing resolution which supports development grant applications to the Recreation and Conservation Office.

**DISCUSSION:** The City is planning to apply for two grants from the State Recreation and Conservation Office (RCO – state funding source). Both grants will support the development of the waterfront area at Harry Todd Park. One grant will be from the Washington Wildlife and Recreation Program (WWRP) fund and the other will be from the Aquatic Lands Enhancement Account. The Harry Todd Waterfront Improvement project is in the approved Legacy Plan and included in the current six year Capital Improvement Plan (CIP). The City is currently working on the final design and cost estimates for this project.

**ALTERNATIVE(S):** Council could not approve the resolution. If we did not approve the specific resolutions provided by the state by May 2, 2016, we would not be eligible for the RCO funding.

**FISCAL IMPACT:** We will request the maximum grant amount of \$500,000 for the Harry Todd Project. A 50% match is required. Anticipated funds would be from general government revenues. The match would be required at the time of contract – approximately June, 2017.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

## RESOLUTION NO. 2016-06

A RESOLUTION of the City Council of the City of Lakewood, Washington, authorizing the submittal of an application for grant funding assistance for the Washington Wildlife and Recreation Program (WWRP) project(s) and the Aquatic Lands Enhancement Account (ALEA) project(s) to the Recreation and Conservation Funding Board as provided in Chapter 79A.15, 79.105.150, and 79A.25 RCW, WAC 286, and other applicable authorities.

WHEREAS, the City of Lakewood has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; and

WHEREAS, under provisions of the Aquatic Lands Enhancement Account (ALEA) and Washington Wildlife and Recreation Program (WWRP) programs, state grant assistance is requested to aid in financing the cost of facility development and renovation ; and

WHEREAS, the City of Lakewood considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON BE IT RESOLVED that:

Section 1. The City of Lakewood is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.

Section 2. The City of Lakewood has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: <http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes the City Manager to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.

Section 3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 4. The City of Lakewood expects our matching share of project funding will be derived from City funds, community donations and in kind support of applicant matching share and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, the City of Lakewood understands it is responsible for supporting all non-cash commitments to this project should they not materialize.

Section 5. The City of Lakewood acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.

Section 6. We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.

Section 7. We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least twenty-five (25) years after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.

Section 8. This resolution becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.

Section 9. The City of Lakewood provided appropriate opportunity for public comment on this application.

Section 10. The City of Lakewood certifies that this resolution was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

Section 11. This resolution shall take effect immediately.

PASSED by the City Council this 18th day of April, 2016.

CITY OF LAKEWOOD

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

Attest:

\_\_\_\_\_  
Alice M. Bush, MMC, City Clerk

Approved as to Form:

\_\_\_\_\_  
Heidi A. Wachter City Attorney

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> April 18, 2016	<b>TITLE:</b> Adopt City Council Goals	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2016-20 — OTHER
<b>REVIEW:</b> April 11, 2016 March 19, 2016	<b>ATTACHMENTS:</b> City Council Goals & Priorities	

**SUBMITTED BY:** Heidi Ann Wachter, City Attorney

**RECOMMENDATION:** It is recommended that the City Council adopt its established goals for 2016-2018.

**DISCUSSION:** The purpose of the City Council Goals is to direct our community toward positive change and serve as the policy direction for City government as well as the policy guide for developing and implementing the City’s 2017-2018 biennial budget. Council goals guide the allocation of resources through the budget and capital improvement program to assure that organizational work plans and projects are developed that incrementally move the community toward the stated goals.

Key policy areas for focus in the City Council Goals and Objectives for 2016-2018 are as follows:

**Fiscal Responsibility**

- Development and implementation of 2017/2018 Biennial Budget (2016-2018)
- Update of six-year financial forecast (2016-2018)
- Storm Water Rate Analysis to include review of sewer availability program & finances (2017)

Continued to page 2 –

**ALTERNATIVE(S):** The Council could choose to modify the goals.

**FISCAL IMPACT:** There is no fiscal impact associated with adopting the recommended goals and priorities.

<p>_____</p> <p>Prepared by</p>  <p>_____</p> <p>Department Director</p>	 <p>City Manager Review</p>
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**DISCUSSION:** Continued from page 1

## **Economic Development**

- Rental Housing Inspection Program (2016-2018)
- Towne Center and/or CBD Sub Area Plan to include review of CC&Rs (2016-2018)
- Woodbrook Industrial Park Development (2016-2018)
- Pacific Highway South/WSDOT Maintenance Facility (2016-2018)
- New Library to include other amenities such as Senior Center, playhouse, historical museum (2016-2018)
- Implementation of Motor Ave Design (2016-2018)

## **Transparency**

- State Legislative Agenda
  - Fort Steilacoom Park: Transfer Ownership
  - Capital Funding Request: Fort Steilacoom Park improvements
  - Support for WSDOT Funding Request: Relocation of WSDOT Maintenance Facility in Lakewood
  - I-5 JBLM Corridor Improvement Project
  - Full funding for the Western State Hospital Community Policing Program
  - Legislative exceptions for population and housing in Air Corridor Zones (AC1/AC2)
- South Sound Military & Community Partnership (SSMCP)
  - Support Military Affairs Funding
  - Acquisition of JBLM North Clear Zone (NCZ)
- Federal Priorities
  - Federal Transportation and Economic Development Priorities
  - AMTRAK Rail Safety and Lakewood AMTRAK Station
  - Community Development Block Grant (CDBG) and HOME
  - I-5 JBLM Corridor Improvement Project
  - JBLM North Clear Zone (NCZ)
- County Priorities
  - Sewer Permitting Process
  - Acquisition of JBLM North Clear Zone (NCZ)

# City of Lakewood

## City Council Goals

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

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

- *Inspired by its own sense of history and progress;*
- *Known for its safe and attractive neighborhoods, vibrant downtown, active arts and cultural communities;*
- *Sustained by robust economic growth and job creation;*
- *Recognized for the excellence of its public and private schools, and its community and technical colleges;*
- *Characterized by the beauty of its lakes, parks and natural environment;*
- *Acknowledged for excellence in the delivery of municipal services;*
- *Leveraging and embracing of our diversity; and*
- *Supportive of Joint Base Lewis McChord (JBLM), Camp Murray, service members and their families.*

**The purpose of the City Council Goals** is to direct our community toward positive change and serve as the policy direction for City government as well as the policy guide for developing and implementing the City's 2017-2018 biennial budget. Council goals guide the allocation of resources through the budget and capital improvement program to assure that organizational work plans and projects are developed that incrementally move the community toward the stated goals.

**In addition** to the Council goal statements, there are operational values that guide how the City organization works toward goal achievement:

- **Regional Partnerships** – Lakewood encourages and participates in regional approaches to service delivery to the extent that a regional model produces efficiencies and cost savings, and ultimately improves service to our citizens.
- **Efficiency** – Lakewood is committed to providing public services in the most efficient manner possible and maximizing the public's return on their investment.
- **Accountability** – The City of Lakewood is accountable to the community for the achievement of goals. To that end, meaningful performance measures will be developed for each goal area to track our progress toward the stated goals.
- **Proactive Focus** – Lakewood proactively focuses on the total condition of the City and promotes long-term financial and strategic forecasting and planning.

## FISCAL RESPONSIBILITY

*The City of Lakewood maintains a strong fiscal position while providing quality municipal services.*

### **Policy Objectives & Action Strategies:**

- **Support a stronger, more prosperous community by making smart investments that accomplish lasting, tangible returns**
- **Adjust to changes in the service requirements of the community, maximizing resources and creating meaningful performance measures for programs and services**
- **Focus on total financial picture of the City rather than single-issue areas and promote long-term financial forecasting in support of day-to-day operations**
- **Continuously evaluate city revenues and expenditures with a view of maintaining a strong fiscal position while providing quality municipal services**
- **Continuously perform organizational structure review for economic efficiencies and effectiveness, including contract services and vendors**
- **Do not balance the operating budget with one-time monies and/or reserves; one-time monies should be used for one-time projects, not ongoing or reoccurring programs**
- **Use performance measures and benchmark key community characteristics**

## PUBLIC SAFETY

*The City of Lakewood is one of the safest cities in Washington State.*

### **Policy Objectives & Action Strategies:**

- **The City of Lakewood is safe**
- **Residents and visitors will experience a sense of safety in all neighborhoods and in all activities in the City of Lakewood**
- **Ensure adequate resources are available to maintain and ensure health, welfare, and safety of community**
- **Enhance community safety through expanded public awareness and educational programs**

## ECONOMIC DEVELOPMENT

*The City of Lakewood supports a dynamic and robust local economy through implementation of an effective economic development strategy.*

### **Policy Objectives & Action Strategies:**

- **Lakewood will support a dynamic and robust local economy with balanced and sustainable growth by implementing an economic development strategy that will create jobs and improve the tax base in the community with a particular focus on the community's commercial corridors**
- **Provide leadership and strategic guidance concerning economic development, including coordination with various stakeholders**
- **Create collaborative and effective working partnerships with the business community, and other key organizations to effectively manage the City's regulatory environment while accomplishing economic development goals**
- **Update and implement the Comprehensive Plan, Community Vision and key development regulations and other policies such as housing and capital facilities plan (CFP) in partnership with residents, neighborhoods and businesses**
- **Attract new housing development to accommodate military and all segments of population**
- **Explore ways the City can effectively stimulate economic development with our economic partners to address community-wide economic development issues (e.g., assistance to existing businesses, business recognition, business retention and expansion strategies, business attraction strategies, community marketing)**
- **Promote an attractive Lakewood image to include a positive message about doing business in the City and leverage existing competitive advantages such as location, access, military, lakes, parks, golf courses, civic and community involvement, transit options, and wide variety of retail, restaurant and cultural activities.**
- **Promote better access (e.g., I-5, Bridgeport, Gravelly Lake Dr, 100<sup>th</sup>, 108<sup>th</sup>) and increase visibility to Towne Center and other commercial centers to take advantage of proximity to I-5 and six freeway exits**
- **If feasible, pursue annexation of selected areas within the City's Urban Growth Area (UGA)**

## DEPENDABLE INFRASTRUCTURE

*The City of Lakewood provides a safe, clean, and well-maintained community and provides preventative maintenance to avoid greater replacement costs.*

### **Policy Objectives & Action Strategies:**

- **Implement a capital improvement program that provides a safe, clean, and well-maintained community for the enjoyment of all residents and to provide preventive maintenance to avoid greater replacement costs**
- **Identify, review and prioritize capital infrastructure projects for transportation and parks**
- **Explore, identify and develop long-term funding strategies to maintain the City's infrastructure assets (i.e., Transportation Benefit District, voter-approved initiative, grants, etc.)**
- **Enhance curb appeal with ramp beautification, well maintained properties on major thoroughfares, right of way maintenance, and beautification plan for all entry points to the City**
- **Develop and implement a vision for parks and public spaces to improve quality of life, ensure a healthy environment and attract residents**

## TRANSPARENCY

*The City of Lakewood engages the community in City government to include providing timely and accurate information about City services as well as information about City actions and decisions.*

### **Policy Objectives & Action Strategy:**

- **Enhance and promote the community’s image – “#IamLakewood”**
- **Develop and implement a coordinated communication and engagement plan that will better allow the City to share information about the good work the City is doing, as well as obtain feedback from those the City serves about community priorities and public services**
- **Engage the community in City government to include providing timely and accurate information about City services and openly share information about City actions and decisions**
- **Ensure transparency between the City as an organization and the community to encourage and promote citizen and civic engagement**
- **Actively participate in local and regional issues that impact the Lakewood community to include coordination and partnerships with military partners and educational institutions**
- **Committed to developing and maintaining a professional, highly qualified, well-trained, and service-oriented City workforce that utilizes sound business practices rooted in accountability, ethical behavior, efficiency, technology, effectiveness, and responsiveness in the delivery of city services.**
- **Promote the interests and needs of Lakewood in local, state, and national affairs**
- **Support human services for the benefit of residents of all ages**
- **Continue to promote and partner with various volunteer group**

Objective/Task	Status	2015				2016				2017				Expected Completion
		Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	
<b>Finance</b>														
- 2015-2016 Mid-Biennial Budget Review	Complete													Complete
- 2017-2018 Proposed Biennial Budget	Scheduled													Nov-16
- 2017-2018 Mid Biennial Budget Review	Scheduled													2017
- Quarterly Financial Reporting (Performance Measures, ICMA Insights, Lean Six Sigma, MRSC-HPO's)	Ongoing													Quarterly Updates
- Financial Policies (Annual Review) to include Development Services & Parks & Recreation Cost Recovery	Scheduled													May-16
- Annual Audit and preparation of Comprehensive Annual Financial Report (CAFR)	Scheduled													Jun-16
- Six-Year Capital Improvement Plan (CIP)	Complete													Complete for 2015
- Transportation Improvement Plan (TIP)	Scheduled													Complete for 2015
- Six-Year Financial Forecast	In progress													Complete for 2015
- Municipal Finances 101	In progress													Complete for 2015 / 2016
- Revenue and Expenditure Manual	Scheduled													2016
- Investment Policy	Complete													Complete
- Purchasing Policy	Scheduled													Dec-16
- Debt Manual	In progress													Jun-16
- Emergency Operations Manual	Complete													Complete
- Cash Handling Manual	Scheduled													2016
- LTGO Bond Refinance	Scheduled													2016
- Bond Rating Presentation	Scheduled													2016
<b>Service Delivery Options</b>														
- Six-Year SWM CIP to include service delivery options	Scheduled													Oct-16
- Operations Transition (Parks & Public Works) to include work order system	In progress													Dec-16
- Service Delivery Analysis	Scheduled													Oct-16
<b>Special Analysis</b>														
- Parks & Recreation Cost Recovery Analysis	In progress													May-16
- Development Services Cost Recovery Analysis	Complete													Complete
- Sales Tax Leakage Analysis	In progress													Jun-16
- Eminent Domain Analysis	Complete													Complete
- Contracted Services	In progress													Dec-16
- Public Art Financing Options	In progress													Arts Commission
- Fire Marshall Services ILA	Complete													Complete
- Grant Opportunities (citywide)	Ongoing													Ongoing
- Six-Year Property Management Plan	Scheduled													2016
- Surface Water Management (SWM) Rate Analysis	Scheduled													2017
<b>Human Resources</b>														
- Citywide Organizational Chart	Ongoing													Ongoing
- Salary Commission	Complete													Complete
- Collective Bargaining/ Labor Negotiations	In progress													2015, 2016 & 2017
- Text Messaging and Cell Phone Policy & Procedures	Complete													Complete
- Drug & Alcohol Policies	Scheduled													Jun-16
- Healthcare Task Force (to include review of ACA impacts)	In progress													Apr-16
- Risk Management (Safety Program, Workers Comp, Claims)	Ongoing													Ongoing
- Intern Program	Ongoing													Ongoing
- Wellness Program (store, committee, health screening, well city award)	Ongoing													Ongoing
- Training Program (e.g., WCIA participation, Management Training)	Ongoing													Ongoing
- Volunteer Program	Ongoing													Ongoing
- Performance Evaluation System (New)	Scheduled													Jun-16
- Recruitment and Selection	Ongoing													Ongoing
- Recruitment Process Improvements	Scheduled													2017
- Leadership Training Academy	Scheduled													Jun-16
- Annual City-wide Training Manual Plan	Scheduled													Scheduled

Objective/Task	2015				2016				2017				Expected Completion	
	Status	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3		Qtr. 4
<b>Information Technology</b>														Annual Update
- Six-Year Information Technology Plan	Complete													
<b>Information Technology Projects</b>														
- Phone System Replacement	Complete													Complete
- Enterprise Contact Management Application	Complete													Complete
- Update Data Storage Capacity	Complete													Complete
- Police Department Scheduler	Complete													Complete
- Case Cracker	Complete													Complete
- Help Desk System	Complete													Complete
- VMWare Virtual Desktop (VDI)	Complete													Complete
- Co-Location	Complete													Complete
- Redesign the City's Permit Process/Eden Web Extensions	Complete													Complete
- Blue Beam Software	Complete													Complete
- ID Badge Upgrade & New Cards	Complete													Complete
- Service Desk for Facilities	Complete													Complete
- Server Upgrades	In progress													2017
- Web Site Update/Redesign	In progress													Jun-16
- Wireless Access Points (Wi-Fi)	In progress													Jul-16
- Mobile Applications w/ CRM Integration & Code Enforcement	In progress													2016
- Messaging (Email) System Refresh/Archival System	In progress													Mar-16
- Fiber Optic Connection – Fort Steilacoom Park O&M Facility	In progress													Apr-16
- Enterprise Network Monitoring Tools	Scheduled													Apr-16
- Video Surveillance	In progress													Jul-16
- Evidence Storage	In progress													May-16
- Police Video System	In progress													Mar-16
- Disaster Recovery and Business Continuity Plan	Scheduled													Aug-16
- Cell Phone Archival of Text Messages	In progress													Apr-16
- SSMCP - MyJBLM.com Webpage	In progress													Apr-16
- Pierce County Incident Management Team Webpage (PCIMI)	In progress													Jul-16
- Code Publishing	In progress													Jun-16
- Redundant Voice & Data Circuits at Police Station (Co-Location)	Scheduled													Jun-16
- Informational Videos	Scheduled													Jul-16
- Disaster Recovery Co-Location Implementation (Police Station)	In progress													Jul-16
- Enterprise Task Management & Mobile Remote Work Order System	In progress													Dec-16
- Phone System Replacement Reserves														2016-2020
- City Council Chambers Technology														2017
- Document Management System - Electronic Records														2017-2018
- Agenda Management														2017-2018
- Municipal Court Workflow Solution/Paperless System with Police & Legal Department	In progress													2017-2018
- Server/Hardware Upgrades														2017-2020
- Network - Switches & Routers														2017-2020
- Computer Replacement														2017-2020
- Vulnerability & Penetration Testing														2017-2020
- Firewall & Intrusion Detection Systems														2017-2020
- Police Vehicle GPS Implementation	In progress													2018
<b>Fleet &amp; Equipment</b>														
- New fuel contract to include fuel cards and tracking system	Complete													Complete
- Develop cost allocation methodology for capital and M&O costs by asset	Complete													Complete
- Establish policy on vehicle/equipment purchase and replacement	Scheduled													Jun-16
- Develop fleet user manual	Scheduled													Jun-16
- Fleet Maintenance Services (RFP/Contract)	Scheduled													Jun-16

Objective	Status	2015				2016				2017				Expected Completion
		Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	
<b>Public Safety Benefit Cost Analysis</b>	Complete													Complete
<b>Community Outreach &amp; Engagement</b>														
- Weekly, Quarterly & Annual Police Department Reports	Ongoing													Ongoing
- Shopping Carts	In progress													w/PSAC
- Abandoned Homes	In progress													w/PSAC
- National Night Out	Scheduled													Annual Event
- Homelessness Status Report	Complete													Complete
- Mental Health Professional	Ongoing													Ongoing
- Emergency Preparedness & Disaster Recovery (to include annual exercise)	Ongoing													Ongoing
- PRA – South Sound 911	In progress													Jun-16
<b>CSRT/Code Enforcement Program Update</b>														
- Gateway Enforcement Program	Ongoing													Ongoing
- Top 5 Code Enforcement Properties	Ongoing													Ongoing
- CSRT Annual Report	Complete													Complete 2015
- Lakeview/100 <sup>th</sup> St Enhancements	In progress													
- Old signs (removal)	Ongoing													Ongoing
<b>Municipal Court</b>														
- Video Arraignment	Complete													Complete
- Collections (\$1.5 million)	Ongoing													Ongoing
- Veteran's Court	In progress													16-Oct
- Indigent Defense/Public Defender Contract (RFP process)	Complete													Complete
<b>Public Safety Contract for Services</b>														
Regional Public Safety Opportunities	Ongoing													Ongoing
- Municipal Court														
- City of University Place														
- City of DuPont														
- Town of Steilacoom														
- Animal Control	Ongoing													Ongoing
- City of DuPont														
- Town of Steilacoom														
- Jail Services	Ongoing													Ongoing
- Nisqually Tribe														
- Pierce County														
- City of Fife														
- City of Puyallup														
- Emergency Operations	Ongoing													Ongoing
- West Pierce Fire and Rescue														

Objective	Status	2015				2016				2017				Expected Completion
		Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	
Community Visioning	Complete													Complete
Community Visioning Strategic Action Plan	Scheduled													Sep-16
Transition to Planning Commission	Complete													Complete
Comprehensive Plan (Major Updates 2015)	Complete													Complete
Comprehensive Plan Amendment Process	Scheduled													Dec-16
Capital Facilities Plan (CFP)	Complete													Complete
Comprehensive Plan amendments (R1 & R2 zoning districts – proposed increased residential density by Planning Commission)	Complete													Complete
Joint Land Use Study (JLUS)	Complete													Complete
Joint Land Use Study (JLUS) Implementation [deed restrictions in AC zones]	In progress													Dec-16
Annual Housing Report	Complete													Complete for 2016
Lodging Tax Advisory Committee (LTAC)/Funding Process	Complete													Complete 2015
Streamline Development Services Process (e.g., online permitting)	Complete													Complete
<b>Business Recruitment and Attraction Program/Redevelopment &amp; revitalization opportunities</b>														
- Business Retention and Expansion (BRE) Program (visit minimum of 80 business per year)	Ongoing													Ongoing
- Community Marketing Materials to include demographic snapshot/profile of Lakewood community & ED incentives	Complete													Complete
- Economic Development Newsletter (three times per year)	Ongoing													Ongoing
- Developer Forum	Scheduled													Jun-16
- Marketing “phrase or slogan” to establish community identify/image (#IamLakewood)	Ongoing													Ongoing
- Wayfinding Signage														2017
<b>Central Business District (CBD)</b>														
- Towne Center/RPAI	Ongoing													Ongoing
- MJR Parking Agreement & Property Acquisition	Complete													Complete
- Motor Ave Urban Design Project	In progress													Sep-16
- Westwood Financial Property (former QFC property)	Ongoing													
- Colonial Center Property (Gramor Development)	Ongoing													
- New Lakewood Library/Senior Center Activity Center	Ongoing													
- Towne Center CC&R's / Easements	In progress													2016/2017
- Towne Center / CBD Subarea Plan	In progress													2017
<b>Springbrook Neighborhood</b>														
- MACNAK Construction	In progress													2016
- Fir Acres Apartments	Pending													
- Hotel Project (Peppertree Property)	Pending													
- Road Improvements; 123 <sup>rd</sup> St SW, Bridgeport to 47 <sup>th</sup> Ave SW	Pending													
<b>Pacific Highway South/South Tacoma Way/International District</b>														
- Enterprise Rent-a-Car	Complete													Complete
- Curbside Motors	In progress													Construction Phase
- Intermountain LLC (hotel, phases 1 and 2)	In progress													Pending
- Lakewood Ford expansion	Pending													Waiting on Application
- Pierce Transit Property	Sold													Sold
- WSDOT property fiscal and market analysis	Complete													Complete
- Boo Han Property	Pending													
- Former Oakwood Elementary School Site	Complete													Complete
- Street vacation – Cline Rd SW	In progress													CED/Legal Review
- Durango Street/Steilacoom Blvd. Traffic Signal/LID Option	In progress													Analysis/Outreach
- B&I Properties	Pending													
- Charette/Meet & Greet	Pending													
<b>Woodbrook Industrial Center</b>														
- PK Light Industrial/Manufacturing	Pending													
- Woodbrook Middle School Site / CPSD Coordination	In progress													Appraisal Complete-CFP

**Objective**

Status	2015				2016				2017				Expected Completion
	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	

**Housing Development Opportunities**

- Former Lake City Elementary School Property
- Veteran's Drive & Gravelly Lake Drive Property
- Ruby Apartments/Single Family Residential Development
- Lakewood Station/Kendrick Street
- Walker Ridge Sub Division

Pending														Appraisal- CFP
Pending														
Pending														
In progress														
In progress														

**Code Updates**

- Shoreline Management Program (SMP)
- Subdivision Code
- Multi-family Tax Incentive Urban Use Centers (Springbrook Neighborhood)
- Multi-family Tax Incentive Urban Use Centers (Lakewood Station Neighborhood)
- Business License Code
- Community Gardens
- Model Aircraft Use
- Critical Areas Regulations
- Flood Regulations
- Lakewood's Promise ILA
- LMC 12A; traffic related mitigation
- Trees and Infrastructure in Public Right-of-Way (ROW)
- Cottage Housing Regulations
- Advertising & Sponsorship Policy & Criteria
- Satellite Parking Requirements (after completion of JLUS)
- LMC 18A: amendments to improve structure and organization
  - Food Trucks
  - Low-impact development regulations
  - Sign Code Review
  - Telecommunications and Wireless

Complete														Complete
Complete														Complete
Complete														Complete
Complete														Complete
Complete														Complete
Complete														Complete
Complete														Complete
Complete														Complete
Complete														Complete
Complete														Complete
In progress														2016
In progress														Oct-16
Complete														Complete
In progress														2016
Scheduled														2016
In progress														2016
														2016
														2016
														2016
														2016
In progress														Oct-16
In progress														Jun-16
In progress														Jul-16

**Annexation Opportunities**

- Tacoma Mall Blvd.
- Arrowhead & Partridge Glen
- American Lake VA Hospital & Golf Course
- Camp Murray & American Lake access

In progress														Jun-16
TBD														TBD
TBD														TBD
TBD														TBD

**Franchise Agreements**

- Comcast
- Waste Connections
- Puget Sound Energy (PSE) Expiration: 1/21/2016
- Clover Park School District Expiration: 1/21/2016
- Astound Broadband - Wave
- TPU Light & Flett Creek Cable Extension Expiration: 9/1/2017
- Zayo Telecommunications Expiration: 2/6/2019
- TPU Click! Expiration: 5/7/2019
- Integra Telecommunications Expiration: 7/27/2019
- TPU Water Expiration: 11/23/2021
- Lakeview Light & Power Expiration: 12/23/2022
- Lakewood Water District Expiration: 12/22/2026
- Pierce County Sewers Expiration: 3/13/2031

Complete														Complete 2014
Complete														Complete
Complete														Complete
Complete														Complete
In progress														Jun-16
Scheduled														Sep-16
														2018
														2018
														2018
														2020
														2021
														2022
														2026

**Human Services**

- Five Year 2015-2019 and Fiscal Year 2015 Joint Tacoma-Lakewood Consolidated Plan and CDBG and HOME Funds
- FY 2015 Annual Action Plan submittal to HUD
- FY 2014 Consolidated Annual Performance Evaluation Report submittal to HUD
- CDBG/HOME Program
- Section 108 Program
- Dangerous Building Abatement Projects (8-12 per year)
- Biannual Human Services Funding Allocations (1% of GF)

Complete														Complete
Complete														Complete
Complete														Complete
Ongoing														Ongoing
Ongoing														Ongoing
Ongoing														Ongoing
Scheduled														Ongoing

Objective	Status	2015				2016				2017				Expected Completion
		Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	
Six Year Capital Improvement Plan (CIP)	Complete													Complete 2015
Six-Year Transportation Improvement Plan (TIP)	Complete													Complete 2015
Street & Sidewalk Improvements Financing Strategy Options (10 projects/\$35 million)	Ongoing													2017
Parks Improvements Financing Strategy Options (247 projects/\$43 million)	Ongoing													2017
I5/JBLM Corridor Improvement Project to include Connector Road	Ongoing													2021
<b>Capital Improvement Projects</b>														
Pavement Management System Update	Complete													Complete
<b>Storm Water</b>														
- NPDES Compliance Program	Ongoing													Ongoing
- Flood Control Zone – identify local eligible projects	Ongoing													Ongoing
- Lakewood Drive Outfalls Water Quality Project	On hold													On hold
- Property Acquisition – Pacific Highway South/Clover Creek (Fred Roberson)	In progress													2017
<b>Sewers</b>														
- Sanitary Sewers Review (long-term R&R improvements/replacement, grease trap requirements, permitting)	In progress													2016
- Sewer Availability Ordinance	In progress													
<b>Wards Lake Park</b>														
- Property Acquisition	Complete													Complete 2014
<b>Public Art Project</b>														
- Gravelly Lake Dr & Washington Blvd	Scheduled													2016
<b>City Facilities</b>														
- Sign Inventory	Complete													Complete for 2016
- Public Works Shop	Complete													Complete
- Restroom in Parks	Complete													Annual
- Replacement Reserves in support of City Facilities	Scheduled													Complete
- Senior Center Location Assessment and Options w/ new library	In progress													In progress
- Internal department/division redesign	Complete													Complete
- Sidewalk Audit	Scheduled													Jun-16
- Lakewood Transit Center M&O/Security (ST3)	In progress													Nov-16
- Undergrounding Utilities Review	Complete													Complete
- Maintenance of WSDOT Interchanges/Entrances to City	Ongoing													Ongoing
- Public Right-of-Way (ROW) maintenance and beautification	Ongoing													Ongoing
- Street Striping	Ongoing													Annual
- Street Sweeping	Ongoing													Ongoing
- Street Ends	TBD													TBD

Transportation Projects	Total Project Cost Estimate	Estimate Project Timeline						
		2015	2016	2017	2018	2019	2020	
<b>Funded Projects:</b>								
Chip Seal:								
# 1 Chip Seal Program - Local Access Roads Overlay	\$ 2,115,000							
Pavement Overlay:								
# 2 Bridgeport Way - Pacific Highway to 112th Overlay	\$ 410,000							
# 3 Steilacoom Blvd - Lakewood Dr to 300 Ft West of South Tacoma Way Overlay	\$ 805,000							
# 4 Pacific Highway - 108th to SR 512 Overlay	\$ 595,000							
# 5 100th - Lakeview to South Tacoma Way Overlay	\$ 529,000							
# 6 Lakewood Drive - 100th to Steilacoom Boulevard Overlay	\$ 997,000							
# 7 Lakewood Dr - Fleet Creek to North City Limits Overlay	\$ 1,210,000							
# 8 Main Street - Gravelly Lake Drive to 108th St Overlay	\$ 245,500							
# 9 59th Ave - Main Street to 100th Overlay	\$ 496,000							
# 59th Ave - 100th St to Bridgeport Way Overlay	\$ 292,700							
# 108th St - Bridgeport to Pacific Highway Overlay	\$ 661,000							
# 108th St - Main St to Bridgeport Way Overlay	\$ 730,000							
# Custer - Steilacoom to John Dower Overlay	\$ 540,000							
# 88th - Steilacoom to Custer Overlay	\$ 275,000							
# 100th - 59th to Lakeview Overlay	\$ 1,320,000							
Street Improvements:								
# South Tacoma Way - SR512 to 96th Street Improvements	\$ 4,265,000							
# South Tacoma Way - Steilacoom to 88th Street Improvements	\$ 1,800,000							
# 112th/111th BP to Kendrick (Design only) Street Improvements	\$ 258,000							
# Bridgeport Way - JBLM to I-5 Street Improvements	\$ 3,760,434							
# Roadway Improvements - 40th & 96th Street Improvements	\$ 842,500							
# Steilacoom Blvd-Puyallup to Phillips (Design only) Street Improvements	\$ 1,011,000							
# Bridgeport Way - 83rd to 75th Street Improvements	\$ 4,160,000							
Sidewalk Improvements:								
# Gravelly Lake Drive - 100th to Bridgeport Way Sidewalk Improvements	\$ 1,962,000							
# San Francisco - Bridgeport Way to Addison Sidewalk Improvements	\$ 187,000							
Sidewalk & Traffic Signal Improvements:								
# Steilacoom Blvd Safety - Western State Hospital to Lakeview Sidewalk & Traffic Signal	\$ 2,680,000							
Traffic Signal Improvements:								
# Lakewood Traffic Signal Phase V	\$ 520,000							
# Traffic Signal Upgrade Phase IV	\$ 757,000							
# Custer/John Dower Traffic Signal	\$ 81,018							
# Military & 112th (Traffic Signal & Sidewalk)	\$ 805,000							
LED Streetlight Improvements:								
# New LED Streetlights	\$ 930,000							
# LED Street Light Conversion project	\$ 2,037,088							
Traffic Calming Improvements:								
# Portland Avenue Traffic Calming (Camp Murray Mitigation)	\$ 15,000							
Intersection Improvements:								
# Madigan Access Improvements	\$ 6,223,039							
# 100th & Lakewood Drive Intersection Improvements	\$ 20,000							
Minor Capital Improvements:								
# Minor Capital Projects	\$ 370,000							
Safety Improvements:								
# Neighborhood Traffic Safety Program	\$ 150,000							
# Safety Projects-Variou	\$ 1,050,000							
# City-Wide Safety Improvements	\$ 8,500							
<b>Subtotal - Funded Projects</b>	<b>\$ 45,113,779</b>							
<b>Newly Funded Projects as of Mid/Late 2015:</b>								
Street Improvements:								
# Washington Blvd (GLD to Edgewood) Street Improvements (Design)	\$ 77,000							
# N Gate Rd/Edgewood (nottingham-Wash) Street Improvements (Design)	\$ 23,000							
Sidewalk Improvements:								
# Gravelly Lake Dr.(59th-Steilacoom) Sidewalk Improvements	\$ 400,000							
# Lake City Business District Sidewalks	\$ 2,310,000							
Safety Improvements:								
# Steilacoom Blvd (Phillips-Weller) Sidewalk & Bike Lanes - Safe Routes to School	\$ 650,000							
# Phillips Rd (Hudloff - Steilacoom) Sidewalk & Bike Lanes - Safe Routes to School	\$ 700,000							
# John Dower (Custer to Steilacoom) Sidewalk & Bike Lanes - Safe Routes to School	\$ 750,000							
# Point Defiance Rail Bypass Safety Improvements	\$ 2,000,000							
LED Streetlight Improvements:								
# PSE LED Street Light Conversion project	\$ 335,000							
Non-Motorized Trail Improvements:								
# Gravelly lake Dr. Non-Motorized Trail (112th-Washington )	\$ 3,140,000							
<b>Subtotal - Newly Funded Projects as of Mid/Late 2015</b>	<b>\$ 10,385,000</b>							
<b>Total - Funded</b>	<b>\$ 55,498,779</b>							
<b>Potential Unfunded, Grant Eligible Projects:</b>								
Pavement Overlay:								
# Steilacoom Blvd (87th to Weller) Overlay - PSRC Funds	\$ 872,000							
Street Improvements:								
# S Tacoma Way (88th to 80th St) Street Improvement - PSRC or TIB Funds	\$ 3,350,000							
# Washington Blvd (GLD to Edgewood) Street Improvements (Construction) - Federal	\$ 6,155,000							
# N Gate Rd/Edgewood (Nottingham-Wash) Street Improvements (Construction) - Federal	\$ 1,800,000							
# Lakewood Dr (Steilacoom to 74th St) Street Improvements (Construction) - TIB	\$ 5,380,000							
# 112th/111th (BP to Kendrick) Street Improve. (Construction) - State Enhancement Grant	\$ 1,900,000							
# Steilacoom Blvd (87 to Phillip Rd) ROW Acquisition - PSRC Funds	\$ 1,000,000							
Traffic Signal Improvements:								
# Traffic Signal Upgrade Phase VI - PSRC Funds	\$ 750,000							
<b>Subtotal - Potential Unfunded, Grant Eligible Projects</b>	<b>\$ 21,207,000</b>							
<b>Unfunded Emerging Projects:</b>								
Street Improvements:								
# 123rd St SW between Bridgeport Way and 47th Ave SW	\$ 1,000,000							
Safety Improvements:								
# Fence & ROW Enhancements - 100th St SW between South Tacoma Way & Lakewood Drive	\$ 160,000							
Intersection Improvements:								
# Traffic Control Device - Interlaaken Dr SW & Washington Blvd SW	TBD							
# Durango St/Steilacoom Blvd Traffic Signal/LID Option	\$ 650,000							
<b>Subtotal - Unfunded Emerging Projects</b>	<b>\$ 1,810,000</b>							
<b>Grand Total</b>	<b>\$ 78,515,779</b>							

		Total Project Cost Estimate	Estimate Project Timeline					
			2015	2016	2017	2018	2019	2020
<b>Surface Water Management &amp; Sewer</b>								
<b>Funded Projects:</b>								
Surface Water Management Projects:								
1	Clover Creek Fish Passage project	\$ 40,000						
2	Waughop Lake Management Plan	\$ 150,000						
3	Steilacoom and Bridgeport Stormwater Pipe Repair	\$ 200,000						
4	2016 Stormwater Pipe Repair Project	\$ 250,000						
5	2016 Stormwater Outfall Retrofit Project	\$ 300,000						
6	Public Works O&M Shop Building	\$ 40,000						
Sewer Projects:								
7	Woodbrook/Tillicum Sewer Connection/Availabilty Program*	\$ -						
8	Woodbrook/Tillicum Sewer Connection Loan Program*	\$ -						
9	Woodbrook Sanitary Sewer Phase II project	\$ 1,520,000						
<b>Subtotal - Funded Projects</b>		<b>\$ 2,500,000</b>						
<b>Newly Funded Projects as of Mid/Late 2015:</b>								
Surface Water Management Projects:								
10	Storm Water Source Control Study for DOE	\$ 268,000						
<b>Subtotal - Newly Funded Projects as of Mid/Late 2015</b>		<b>\$ 268,000</b>						
<b>Potential Projects:</b>								
Surface Water Management Projects:								
11	Waughop Lake Water Quality Improvement project (Design)	\$ 500,000						
Sewer Projects:								
12	Woodbrook/Tillicum Sewer Connection/Availability Program	\$ 500,000						
13	Woodbrook/Tillicum Sewer Connection Loan Program	\$ 500,000						
<b>Subtotal - Potential Projects</b>		<b>\$ 1,500,000</b>						
<b>Grand Total</b>		<b>\$ 4,268,000</b>						

<b>Parks Projects</b>		<b>Total Project Cost Estimate</b>	<b>Estimate Project Timeline</b>					
			<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Funded Projects:</b>								
Fort Steilacoom Park:								
1	Waughop Lake Trail	\$ 500,000						
2	Fort Steilacoom Park Barn Removal	\$ 100,000						
3	Fort Steilacoom Park Sportsfield Improvements	\$ 500,000						
Springbrook Park:								
4	Phase II - Expansion (Acquisition of adjacent 1.2 acres of land to allow future access to property across Clover Creek and site development which includes demolition, picnic shelter, community garden, off leash dog park, open space areas, all abilities playground, ADA and off street parking, picnic areas and pathways)	\$ 267,000						
5	Phase III - Pedestrian Bridge (Connect lower Springbrook to nearby Springbrook Park)	\$ 310,000						
6	Phase IV - Acquisition (Acquire adjacent 1.3 acres of land to add to current 4.7 acre Springbrook Park and secure 430 linear feet of shoreline along Clover Creek)	\$ 320,000						
Gateways*:								
7	South Bridgeport Gateway	\$ 112,607						
8	North Gateway Retrofit	\$ 10,000						
9	Springbrook Bridgeport Gateway (Bridgeport Way - JBLM to I-5 Street Project) 2016 REET Funded	\$ 50,000						
10	Pacific Highway / 100th (South Tacoma Way - SR512 to 96th Street Project) 2016 REET Funded	\$ 50,000						
11	Gravelly Lake Drive/Nyanza LTAC Funded	\$ 50,000						
12	Chambers Creek Trail Improvements	\$ 25,000						
Harry Todd Park:								
13	Playground Replacement/Curb/Fall Material	\$ 110,000						
14	Update ADA Plan & Waterfront Access (Bulkhead, Docks), including Permit Development	\$ 40,000						
<b>Subtotal - Funded Projects</b>		<b>\$ 2,444,607</b>						
<b>Unfunded, Grant Eligible Projects:</b>								
Gateways (LTAC):								
15	Lakewood Drive & 74th	\$ 50,000						
16	84th and Tacoma Mall Blvd	\$ 50,000						
17	Old Military Road & Natalie Lane	\$ 50,000						
18	Farwest & Steilacoom Boulevard	\$ 50,000						
19	South Tacoma Way near B&I	\$ 100,000						
Fort Steilacoom Park:								
20	Roadway & Utility Improv (State)	\$ 1,500,000						
21	Ballfield Lighting (LTAC, YAF)	\$ 1,200,000						
22	All abilities playground (RCO)	\$ 150,000						
23	Barn Restoration (LTAC, DHAP)	\$ 1,500,000						
24	Gathering Places Stage (LTAC, Donations)	\$ 750,000						
25	Chambers Creek Trail Development (RCO)	\$ 300,000						
26	Edgewater Dock (RCO, ALEA)	\$ 75,000						
27	Wards Lake Master Plan Improvements (RCO)	\$ 500,000						
American Lake Improvements								
28	Fishing Pier on American Lake (RCO, ALEA)	\$ 1,000,000						
29	Camp Murray Boat Launch (ALEA, RCO)	\$ 300,000						
30	Harry Todd Park Improvements (RCO, WDFW ALEA)	\$ 950,000						
31	American Lake Park ADA improvements (RCO, LTAC)	\$ 185,000						
32	Senior Center Renovation / Relocation (LTAC, Donations)	\$ 2,000,000						
<b>Subtotal - Unfunded, Grant Eligible projects</b>		<b>\$ 10,710,000</b>						
<b>Unfunded Emerging Projects:</b>								
Fort Steilacoom Park:								
33	Parking Improvements Adjacent to Angle Lane	\$ 100,000						
34	Fence Along Elwood Drive SW	\$ 30,000						
35	Surfacing for all city playgrounds	\$100,000						
36	Oakbrook Park Improvements	\$80,000						
<b>Subtotal - Unfunded Emerging Projects</b>		<b>\$ 310,000</b>						
<b>Subtotal - Potential Projects</b>		<b>\$ 13,464,607</b>						
<b>GRAND TOTAL</b>		<b>\$ 15,909,214</b>						

Objective	2015				2016				2017				Expected Completion	
	Status	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3		Qtr. 4
<b>Communications</b>														
Did you Know?; Top 10 Facts; Joint messaging w/CPSD; Promote city events; Talking Points	Ongoing													Ongoing
Weekly InfoBullets	Ongoing													Weekly Updates
City Council Rules	Complete													Complete
State of the City Address	Ongoing													Annual Update
Community Connections Newsletter	Ongoing													April 2016 - Quarterly Publications
#IamLakewood/Spotlight & Informational Videos (e.g., transportation, economic development, public safety)	Ongoing													Ongoing
Volunteer Recognition Event	Scheduled													Apr-17
Community Satisfaction Survey	Complete													Complete
Sound Transit 3	In progress													Nov-16
Sister Cities MOA	Complete													Complete
Community "Shine" & Beautification in advance of US Open	Complete													Complete
Lakewood Community Foundation Fund Partnership	In progress													Jun-16
<b>Legislative Partnerships</b>														
2015-2017 State Legislative Agenda and Legislative Policy Manual	Ongoing													Ongoing
- Transportation Funding: I-5 JBLM Corridor Improvement Project														
- Capital Funding Request: Springbrook Park Phase III, Neighborhood Connection														
- Point Defiance Bypass Rail Safety														
- Maintain Funding for the Western State Hospital Community Policing Program														
<b>2015-17 Revised State Legislative Agenda</b>														
- Fort Steilacoom Park: Transfer Ownership														
- Capital Funding Request: Fort Steilacoom Park Improvements														
- Monitor implementation of Transportation Revenue Package Projects / I-5 JBLM Corridor Improvement Project														
- State funding in support of Military Affairs (SSMCP)														
- Funding to relocate WSDOT maintenance facility in Lakewood														
- Capital Funding Request: Acquisition of JBLM North Clear Zone (SSMCP)														
- Legislative Exceptions - population and housing in Air Corridor Zones (AC1/AC2)														
<b>2017-2019 State Legislative Agenda (Draft)</b>														
- Fort Steilacoom Park: Transfer Ownership														
- Capital Funding Request: Fort Steilacoom Park Improvements														
- Monitor implementation of Transportation Revenue Package Projects / I5 JBLM Corridor Improvement Project														
- Support for WSDOT Funding Request: Relocation of WSDOT Maintenance Facility in Lakewood														
- Legislative Exceptions - population and housing in Air Corridor Zones (AC1/AC2)														
- Full Funding Western State Hospital Community Policing Program														
- South Sound Military & Community Partnership (SSMCP)														
-Support Military Affairs Funding														
-Acquisition of JBLM North Clear Zone (NCZ)														
<b>Federal Priorities</b>	Ongoing													Ongoing
Federal Transportation and Economic Development Priorities														
- Permanent authorization of the TIGER program														
- Long-term reauthorization of the Transportation bill and short-term extensions of MAP-21														
- COMMUTE ACT														
- Programs that provide competitive funding opportunities to local governments (TIFIA, ISTA, TIGER-CUBS)														
- Expansion of OEA's authority to provide funding in communities w/military presence														
AMTRAK Rail Safety and Lakewood AMTRAK Station														
- Basic Safety Enhancements														
- Lakewood Amtrak Station														
Community Development Block Grant (CDBG) and HOME														
I-5 JBLM Corridor Improvement Project														
JBLM North Clear Zone (NCZ)														
<b>County Priorities</b>	Ongoing													Ongoing
- Sewer Permitting Process														
- Acquisition of JBLM North Clear Zone (NCZ)														

**Objective**

Status	2015				2016				2017				Expected Completion
	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	

**Website**

- Phase 1
- Transportation Benefit District (TBD) Webpage
- Phase 2 (My Lakewood 311)
- Phase 3

Complete														Complete
Complete														Complete
Complete														Complete
Scheduled														Jun-16

**Economic Development**

- Recruitment Brochure
- Lakewood Index Newsletter
- “US Open” and “TripAdvisor” pages
- Internet Radio Advertising
- Business Watch Publication

Complete														Complete
Scheduled														Mar-17
Complete														Complete
Ongoing														Ongoing
Complete														Complete

**Military Partnerships**

- South Sound Military and Communities Partnership (SSMCP)
- Community Connector (2-2 SBCT Lancers)
- Camp Murray
- Park Partnerships to include JBLM Partnerships (e.g., 7<sup>th</sup> ID Engineers, 2-2 SBCT Lancers)

Ongoing														Ongoing
Ongoing														Ongoing
Ongoing														Ongoing
Ongoing														Ongoing

**Special Events**

- City Incorporation -- 20 year birthday
- 2/2 SBCT (Lancers) Military Appreciation Day
- 2015 US Open
- Martin Luther King Jr. Celebration
- Father Daughter Dance
- Parks Appreciation Day
- Studio Fitness 5K Run/Walk – Healthy Kids
- Ray Evans Memorial Fishing Event
- Lakewood Farmers Market
- SummerFEST & Triathlon
- Black Tie Blue Jean Walkathon
- Howl-oween 5K
- Truck and Tractor Day
- Make a Difference Day
- Christmas Tree Lighting Festival
- Jingle Bell Rock 5K
- Partnership w/West Pierce Fire & Rescue- Remembrance

Scheduled					23-Feb	4-Jun								Dec-16
Complete														Complete
Complete														Complete
Scheduled					16-Jan									Annual Event
Scheduled					12-Mar									Annual Event
Scheduled						23-Apr								Annual Event
Scheduled						14-May								Annual Event
Scheduled						21-May								Annual Event
Scheduled						7-Jun	13-Sep							Annual Event
Scheduled				11-Jul			9-Jul							Annual Event
Scheduled														Annual Event
Scheduled					17-Oct									Annual Event
Scheduled					17-Oct									Annual Event
Scheduled					24-Oct									Annual Event
Scheduled					4-Dec									Annual Event
Scheduled					5-Dec									Annual Event
Scheduled				11-Sep			11-Sep				11-Sep			Annual Event

**Reports and Updates**

- Quarterly Financial Reports
- Quarterly Police Report
- Economic Development
- Abatement Program
- Parks CIP / Legacy Plan
- Transportation and Utility CIP
- Information Technology
- Municipal Court
- Prosecution and Domestic Violence

Scheduled						11-Apr	12-Sep							Quarterly Update
Scheduled						18-Apr	25-Jul	24-Oct	27-Mar					Quarterly Update
Scheduled						11-Apr	8-Aug	24-Oct	9-Jan					Oct-16
Scheduled						14-Mar								Annual Update
Complete							22-Aug							Complete
Scheduled						28-Mar								Annual Update
Scheduled						8-Feb								Annual Update
Scheduled						18-Apr								Apr-16
Scheduled								12-Dec						Dec-16



To: Mayor and City Councilmembers

From: Tho Kraus, Assistant City Manager/Administrative Services

Through: John J. Caulfield, City Manager

Date: April 18, 2016

Subject: Review of Financial Policies

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As stated during the 2015/2016 Biennial Budget process, the Community and Economic Development Department would review fees and charges, program recovery ratios and resources needed. The Parks, Recreation and Community Services Department would regularly review its fee structure for classes, programs and facility use using the cost recovery model included in the Legacy Plan. The department would be reviewing the fee structure at the class and program level and develop a cost recovery policy that meets our community's needs.

A major proposed change to the City's original financial policies adopted by the City Council on September 15, 2014 includes the addition of a new section titled Cost Recovery. The proposed policy applies to overall cost recovery as well as setting target cost recovery levels for development services and parks programs and services.

Other changes include:

- Enterprise Funds:
  - Change reserves requirement from minimum cash balance to fund balance
  - Change from calculation of reserve requirement from operating expenses to operating revenues

*The above changes are consistent with the requirements for the General Fund.*

- Debt Management:
  - Minor grammatical changes
  - Eliminated Finance from the Administrative Services department title

The proposed revised financial policy is scheduled to be presented to the City Council for adoption on May 2, 2016.

## FINANCIAL POLICIES

*Originally Adopted by the City Council on September 15, 2014*

*Revised on May 2, 2016*

### OPERATING BUDGET

The objective of the operating budget policy is to ensure the appropriate levels of City services at reasonable costs.

**Biennial Budget Document.** The budget should be a performance, financing and spending plan agreed to by the City Council, City Manager and Department Directors. It should contain information and data regarding expected revenues, expected expenditures and expected performance. The budget should be developed using a performance based, results oriented approach that incorporates line items, zero-based, programs, and priorities of governments.

- As a comprehensive business plan, the budget should provide the following critical elements recommended by the Government Finance Officers Association: public policies, financial plan, operations guide, and communications device.
- The City's budget presentation should display the City's service delivery/performance plan in a City Council/constituent-friendly format. Therefore, the City will use a program budgeting format to convey the policies for and purposes of City operations. The City will also prepare the line-item format materials for those who wish to review that information.

**Goals to Guide Preparation.** The City will prepare and annually refine written policies and goals to guide the preparation of performance, financing and spending plans for the City budget. Adopted budgets will comply with the adopted budget policies and City Council priorities.

**Long Range Forecast.** With each budget, the City will update expenditure and revenue projections for the next six years. Projections will include estimated operating costs for capital improvements that are included in the capital budget. This budget data will be presented to the City Council in a form that will facilitate budget decisions, based on a multi-year perspective. This forecast is intended to be an internal planning tool and shall be included in the biennial budget document and updated at least annually as part of the adopted budget process in the even years and the mid-biennial review in the odd years.

**Capital Projects.** Decision making for capital improvements will be coordinated with the operating budget to make effective use of the City's limited resources for operating and maintaining facilities.

**Balanced Budget.** The City will adopt a balanced budget for all funds. Balanced budget for operating funds means ongoing operating program costs do not exceed the amount of ongoing revenues to finance those costs. The ongoing revenue will be identified along with new program costs including impact from new capital projects. Any available carryover balance will only be used to offset one-time or non-recurring costs. Balanced budget for non-operating funds means total resources equal to or exceed total uses.

**Excess Cash Balances.** Cash balances in excess of the amount required to maintain General and Street Operations & Maintenance Fund reserves may be used to fund one-time or non-recurring costs.

**Department Director Responsibility.** All Department Directors will participate in the responsibility of meeting policy goals and ensuring long-term financial health. Under the City Manager's direction,

Department Directors have primary responsibility for: formulating budget proposals in line with City Council priority and direction; and implementing those proposals once they are approved.

**Citizen Involvement.** Citizen involvement shall be encouraged in the budget decision making process through public hearings and study sessions.

**Nonprofit Organizations.** Funding decisions regarding nonprofit organizations shall be based on policy guidelines and priorities determined by the City Council and availability of funds.

**Budgetary Controls.** Legal budgetary control is established at the fund level, i.e., expenditures for a fund may not exceed the total appropriation amount. Any unexpended appropriation balances for annually budgeted funds lapse at the end of the year. Appropriations for other special purpose funds that are non-operating in nature are adopted on a "project-length" basis and, therefore, are carried forward from year to year without re-appropriation until authorized amounts are fully expended or the designated purpose of the fund has been accomplished.

**Quarterly Financial Reports.** The budget will be produced so that it can be directly compared to the actual results of the fiscal year and presented in a timely quarterly report. All budget amendments, both revenues and expenditures, will be noted in the quarterly financial report.

## **FUND BALANCE**

The objective of the fund balance policy is to provide adequate working capital for cash flow and contingency purposes.

**General Fund.** The General Fund ending fund balance reserves shall be 12% of the combined General and Street Operations & Maintenance Funds operating revenues. These reserves are as follows:

- *2% General Fund Contingency Reserves:* The purpose of this reserve is to accommodate unexpected operational changes, legislative impacts, or other economic events affecting the City's operations which could not have been reasonably anticipated at the time the original budget was prepared. The City Council will determine how the Contingency Reserves are spent.
- *5% General Fund Ending Fund Balance Reserves:* The purpose of this reserve is to provide financial stability, cash flow for operations and the assurance that the City will be able to respond to revenue shortfalls with fiscal strength.
- *5% Strategic Reserves:* The purpose of this reserve is to provide some fiscal means for the City to respond to potential adversities such as public emergencies, natural disasters or similarly major, unanticipated events.

**Enterprise Funds.** The City shall maintain a minimum cashfund balance in its enterprise funds equal to 17% of operating expensesrevenues (equivalent to two months of operating expensesrevenues). This balance shall be maintained to ensure adequate maintenance reserves and cash flow. Balances in excess of 17% may be utilized for capital projects.

**Internal Service Funds.** The City shall maintain a balance equivalent to the accumulated replacement reserves at year-end for those internal service funds that collect replacement reserves. Replacement reserves based on estimated replacement value will be established for fleet and equipment when the need will continue beyond the estimated useful life, regardless of whether the vehicle or equipment is acquired via lease, gift, grant or purchase. An equal amount will be included in the service charges paid by the user department to the Fleet and Equipment Fund during the expected life of the asset.

The City shall maintain separate internal service funds to account for the activities of Fleet and Equipment, Property Management, Information Technology, and Risk Management. The City shall establish replacement reserves for information technology related equipment and property management related to facilities no later than year 2020.

**All Other Funds.** The appropriate balances shall be the amount needed to maintain positive cash balances throughout the year.

**Use of Fund Balances.** Fund balance is the cumulative years' excess or deficit of all revenues and expense. Available fund balances shall not be used for ongoing operating expenditures, unless a determination has been made that available balances are in excess of required guidelines and plans have been established to address any future operating budget shortfalls. Emphasis shall be placed on one-time uses that achieve future operating cost reductions and/or service level efficiencies.

**Timeline.** The timeline to achieve the target reserves is no later than December 31, 2016.

**Replenishing General Fund Balance.** The fund balance shall be replenished within one to two years depending on the reserve fund. The 2% General Fund Contingency Reserves and 5% General Fund Ending Fund Balance Reserves shall be replenished within one year while the 5% Strategic Reserves shall be replenished within 2 years. The sources for replenishment shall be via expenditure control, expenditure savings, one-time revenues and/or excess revenues.

## REVENUE

The objective of the revenues policy is to ensure that funding is derived from fair, equitable, defensible, and adequate resource base, while minimizing tax burdens.

**Revenue Estimates.** Revenues shall be estimated conservatively so as not to introduce regular shortfalls in individual revenue accounts. Revenue estimates shall not assume excess growth rates. Real growth that occurs will be recognized through budgetary adjustments only after it takes place. This practice imposes short term constraint on the level of public goods or services. However, in the event that revenues are less than expected, it minimizes the likelihood of severe cutback actions which may be profoundly disruptive to the goal of providing a consistent level of quality services.

**Revenue Diversification.** The City shall maintain a stable and diverse revenue system to shelter programs and services from short-term fluctuations in any single source of revenue. Services that have a city-wide benefit shall be financed by revenue sources generated from a broad source such as property tax, utility tax and sales tax. Services where the customer determines the use shall be financed by a combination of broad-based revenues as well as user fees and charges.

**Fees.** Fees shall be phased toward covering 100% of the cost of service delivery, unless such amount prevents an individual from obtaining an essential service. Fees or service charges should not be established to generate money in excess of the cost of providing service. Fees may be less than 100% if other factors (e.g. market forces, competitive position, etc.) need to be recognized.

**User Charges.** User charges for enterprise services such as the Surface Water management Fund shall be set at rates sufficient to finance all direct and indirect operating, capital, reserve/working capital, and debt service. Overhead expenses and general government services provided to the enterprise activities shall be included as indirect costs. Rates shall be set such that the enterprise fund maintains a positive cash position throughout the year and provide for sufficient reserves as determined by the fund balance policy.

**Use of One-Time/Unpredictable Revenues.** The City shall not utilize one-time revenues for recurring operating expenditures. One-time revenues include, but are not limited to: proceeds from the sale of land or surplus equipment, legal settlements, or revenue windfalls.

**Investment Income.** Investment income earned through the City's investment pool shall be budgeted based upon the allocation methodology, i.e. the projected average monthly balance of each participating fund.

**Grants.** Grant applications to fund new services/programs will be reviewed by the City as they become available, with due consideration being given to whether locally generated revenues will be required to support these programs when outside funding is no longer available.

## **EXPENDITURES**

The objective of the expenditure policy is to prioritize services, establish appropriate levels of service, and administer the resources to ensure that fiscal stability is attained and that services are delivered in an effective and efficient manner.

**Operating Funding Basis.** Operating expenditures shall be budgeted and controlled to not exceed operating revenues.

**Operating Deficits.** Immediate corrective action should be taken if at any time during a fiscal year expenditures are projected to be greater than projected revenues at year-end. Corrective actions could include, but are not limited to expenditure reductions, fee increases, or new revenues.

**Capital Asset.** Capitalization of assets shall occur with assets that have a useful life of at least two years following the date of acquisition with a historical or market value at time of acquisition equal to or greater than \$5,000. The threshold is applied to individual items rather than to groups of similar items unless the effect of doing so would eliminate a significant portion of total capital assets.

## **INTERFUND LOANS**

The objective of the interfund loans policy is to provide guidelines regarding the establishment, management and repayment of interfund loans.

**Definition.** Interfund loans are loans from one City fund to another City fund for a specific purpose with a requirement for repayment.

**Purpose.** Interfund loans should be considered temporary or short-term borrowing of cash and may be made for the following reasons: to offset timing differences in cash flow; to offset timing differences between expenditures and reimbursements, typically associated with grant fund. The use of interfund loans for other purposes should be carefully evaluated. Interfund loans should not be used to solve ongoing structural budget problems.

**Term.** The term of the interfund loan may continue over a period of more than one year, but must be “temporary” in the sense that no permanent diversion of the lending fund results from the failure to repay by the borrowing fund. Additionally, interfund loans should not hinder the accomplishment of any function or project for which the lending fund was established.

## **DEBT MANAGEMENT**

The objective of the debt management policy is to articulate the guiding principles for City debt issuance and management before consideration of specific actions. This policy set forth certain equally important objectives for the City and establishes overall parameters for responsibly issuing and administering the City's debt.

- Minimize debt service and issuance costs

- Maintain access to cost-effective borrowing
- Achieve and maintain highest practical credit rating
- ~~Repay debt timely and in full~~ Full and timely repayment of debt
- Maintain full and complete financial disclosure and reporting
- Ensure compliance with state and federal laws and regulations

**Debt Capacity.** A long-term debt capacity will be completed on an annual basis as a means for ensuring that the City does not exceed the debt limits ~~within the limits of set by~~ applicable laws and regulations.

**Bond Rating.** The City will seek to maintain, and if possible, improve its current bond rating(s) in order to minimize borrowing cost and preserve access to credit.

**Minimize Debt.** Whenever possible, the City shall identify alternative sources of funding and shall examine the availability of those sources in order to minimize the level of debt.

**New Issues and Refinancing.** New issues, and refinancing of existing debt, must be analyzed for compatibility within the City's overall financial planning. The review shall include, but is not limited to: cash flow analysis; potential for unexpected revenue changes; and the maintenance of the City's bond ratings. Annual debt service shall not produce an inordinate impact upon future operations.

- *Long-term Debt.* Long-term debt may be used to finance the acquisition or improvement of land, infrastructure, facilities, or equipment for which it is appropriate to spread costs over more than one budget year. Long-term debt may also be used to fund capitalized interest, cost of issuance, required reserves, any other financing-related costs that may be legally capitalized. Long-term debt shall not be used to fund City operating costs.
- *Short-term Debt.* Short-term debt will be considered as an interim source of funding in anticipation of long-term debt. Short-term debt may be issued for any purpose for which long-term debt may be issued, including capitalized interest and other financing-related costs. Short-term debt is also appropriate to address legitimate short-term cash flow requirements during a given fiscal year to fund operating costs of the City to provide necessary public services. The City will not engage in short-term borrowing solely for the purpose of generating investment returns.
- *Refunding.* Periodic reviews of outstanding debt will be undertaken to identify refunding opportunities. Refunding will be considered (within federal tax law constraints) when there is a net economic benefit of the refunding. Noneconomic refundings may be undertaken to achieve City objectives relating to changes in covenants, call provisions, operational flexibility, tax status, issuer, or the debt service profile, etc. When contemplating a refunding, the City shall have a minimum of 3.0% economic savings, as expressed on a net present value basis, as a benchmark to proceed with a refunding. The City may purchase its bonds in the open market for the purpose of retiring the obligation when the purchase is cost effective.

**Financing Period.** The City shall structure its debt issues so that the maturity of the debt service does not exceed the economic or useful life of the capital project to be financed.

**Method of Sale.** The City may use either a competitive bidding or negotiated process in the sale of debt due to market timing requirements, or a unique pledge of debt or debt structure.

**Bond Counsel.** The City will use the services of a legally certified and credible bond counsel in the preparation of all bond representations.

**Underwriter(s).** An underwriter(s) will be used for all debt issued in a negotiated or private placement sale method. The underwriter(s) is responsible for purchasing negotiated or private placement debt and reselling the debt to investors.

**Fiscal Agent.** A fiscal agent will be used to provide accurate and timely securities processing and timely payment to bondholders.

**Debt Administration.** The Assistant City Manager/~~Finance &~~ Administrative Services shall maintain written procedures outlining required actions to ensure compliance with local, state, and federal regulations. Such procedures shall include: continuing disclosure, arbitrage rebate, and other requirements.

## CAPITAL IMPROVEMENT

The objective of the capital improvement policy is to forecast and match projected revenues and capital needs. Long range capital planning is an important management tool that strengthens the linkages between infrastructure needs and the financial capacity of the City.

**Capital Project Proposals.** Capital project proposals should include as complete, reliable, and attainable cost estimates as possible. Project cost estimates for the Capital Budget should be based upon a thorough analysis of the project and are expected to be as reliable as the level of detail known about the project. Project cost estimates for the 6-Year City Capital Improvement Plan will vary in reliability depending on whether they are to be undertaken in the first, second or 3<sup>rd</sup> biennium years of the plan.

- *Resource Plan.* Capital proposals should include a comprehensive resource plan. This plan should include the amount and type of resources required, and the funding and financing strategies to be employed. The specific fund and timing should be outlined. The plan should indicate resources needed to complete any given phase of a project in addition to the total project.
- *Expenditure Plan.* All proposals for the expenditure of capital funds shall be formulated and presented to the City Council within the framework of a general capital budget and, except in exceptional circumstances of an emergency nature, no consideration will be given to the commitment of any capital funds, including reserve funds, in isolation from a general review of all capital budget requirements.
- *Changes in Project Estimates.* Changes in project estimates for the comprehensive resource plan should be fully reported to the City Council for review and approval.
- *M&O Impact.* Project proposals should indicate the project's impact on the operating budget, including, but not limited to, long-term maintenance costs necessary to support the improvement.
- *Biennial Budget.* The biennial capital budget shall include only those projects which can reasonably be accomplished in the time frame indicated. The detail sheet for each budgeted capital project should include a projected schedule.
- *Carry Over.* Capital projects which are not encumbered or completed during the fiscal year will be re-budgeted or carried over to the next fiscal year except as reported to and subsequently approved by the City Council. All re-budgeted capital projects should be so noted in the adopted capital budget. Similarly, multi-year projects with unencumbered or unexpended funds will be carried over to the subsequent year(s).
- *Revenue Expectation.* Capital projects will not be budgeted unless there are reasonable expectations that revenues will be available to pay for them.

- *Negative Impact from Project.* If a proposed project will cause a direct negative impact on other publicly-owned facilities, improvements to the other facilities will be required as part of the new project and become a part of the new project's comprehensive costs.

### **Capital Improvement Plan**

The purpose of the Capital Improvement Plan is to forecast and match projected revenues and capital needs over a 6-Year period. Long range capital planning is an important management tool that strengthens the linkages between infrastructure needs and the financial capacity of the City. The City's Capital Improvement Plan includes transportation, parks, storm water and sewer improvement projects.

**Citizen Participation and City Council Review.** Citizen participation in the Capital Improvement Program is a priority for the City. Among the activities which shall be conducted to address this need are the following:

- *Timing.* The 6-Year Capital Improvement Plan shall be provided to the City Council in a timely manner to allow time for the City Council members to review the proposal with constituents before it is considered for adoption.
- *Public Meeting Notice.* The City Council study sessions on the Capital Improvement Plan shall be open to the public and advertised sufficiently in advance of the meetings to allow for the attendance of interested citizens.
- *Public Hearing.* Prior to the adoption of the Capital Improvement Plan, the City Council shall hold noticed public hearings to provide opportunities for citizens to express their opinions on the proposed plan.
- *Committee, Boards and Commission Review.* The appropriate committee, board and/or commission shall review the proposed Capital Improvement Plan and provide its comments on the Plan's contents before the City Council considers the Plan for adoption.

**Capital Improvement Plan in Relation to the Comprehensive Plan.** All projects included in the Capital Improvement Plan shall be consistent with the City's Comprehensive Plan. The goals and policies for services, facilities, and transportation should be followed in the development of the City Improvement Plan. The Comprehensive Plan service level goals should be called out in the Capital Improvement Plan.

**Financing.** Capital projects shall be financed to the greatest extent possible through user fees and benefit districts when direct benefit to users results from construction of the project. Refer to Debt Management policy for further detail.

**Intergovernmental Cooperation.** Projects that involve intergovernmental cooperation in planning and funding should be established by an agreement that sets forth the basic responsibilities of the parties involved.

**Project Criteria Factors.** The City Council will annually review and establish criteria against which capital proposals should be measured. Included among the factors which will be considered for priority-ranking are the following:

- Projects which have a positive impact on the operating budget (reduced expenditures, increased revenues);
- Projects which are programmed in the 6-Year Operating Budget Forecast;

- Projects which can be completed or significantly advanced during the 6-Year Capital Improvement Plan;
- Projects which can be realistically accomplished during the year they are scheduled;
- Projects which implement previous City Council-adopted reports and strategies.

## COST RECOVERY

The objective of the cost recovery policy is to provide guidelines for setting fees given the cost of service and establishes provisions for ongoing review, process for establishing cost recovery levels and target cost recovery levels for development review and parks programs/services.

Ongoing Review. Fees will be periodically reviewed in order to keep pace with changes in the cost of living and methods or levels of service delivery. In order to facilitate a fact-based approach to this review, a comprehensive analysis of the City's costs and fees should be made at least every five years. In the interim, fees may be adjusted annually on January 1, based on the Seattle-Tacoma-Bremerton Consumer Price Index for all Urban Consumers (first half year change of the prior year), contract changes, market rates and other economic conditions.

Factors to be Considered. The following factors will be considered when setting cost recovery levels for user fees:

- Community-wide Versus Special Benefit. The use of general purpose revenue is appropriate for community-wide services while user fees are appropriate for services that are of special benefit to easily identifiable individuals or groups. Full cost recovery is not always appropriate.
- Development of a "Value Added" Strategy in Future Cost Recovery Modeling. Public Value is created in two different ways, directed at two different audiences. Public value is created when governmental agencies use the money and authority given to them to produce things that benefit individuals. Public value is also created when government agencies meet the expectations of citizens and elected officials, that these agencies be accountable for the way they operate; that is, that they be efficient, fair, open, and accountable.
- Elasticity of Demand. Pricing of services can significantly impact demand. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is a genuine market, and that it is not over-stimulated by artificially low prices. Conversely, high levels of cost recovery may negatively impact the delivery of services to lower income groups. This negative feature can work against public policy, especially if the services are specifically targeted to low income groups.
- Feasibility of Collection. Although it may be determined that a high level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.

General Concepts. Revenues should not exceed the reasonable cost of providing services. Cost recovery goals should be based on the total cost of delivery the service as calculated using the fully burdened hourly rates, including direct costs, departmental administration costs and organization-wide support costs such as accounting, personnel, information technology, legal services, fleet maintenance and insurance. The method of assessing and collecting fees should be as simple as possible in order to reduce

administrative cost of collection. Rate structures should be sensitive to the “market” for similar services as well as to smaller, infrequent users of the service. A unified approach should be used in determining cost recovery levels for various programs based on factors discussed above.

*Target Cost Recovery Level for Development Review Services.* The cost recovery policy applies to the following development programs/services: planning (long and short plats, privately initiated re-zonings and comprehensive plan amendments, variances, use permits); building and safety (building permits, structural plan checks, inspections); engineering (public improvement plan checks, inspections, subdivision requirements, encroachments, right-of-way permits); and fire plan check. Cost recovery for these services should generally be very high. In most instances, the City's cost recovery ratio goal should be 85%. The timeline to achieve the cost recovery is no later than year 2021. In setting cost recovery levels, the City shall clearly establish and articulate performance measurements to ensure that there is “value for cost.”

*Target Cost Recovery Level for Parks Programs/Services.* The cost recovery policy applies to the following parks and recreation programs/services: recreation services; special events and community gathering; senior services; and all parks. The following should be considered when determining pricing levels: The higher the community benefit, the higher the General Fund subsidy level and the higher the individual benefit, the lower the General Fund subsidy level. The overall cost recovery goal for all parks programs and services should be 45%.

## **CASH MANAGEMENT AND INVESTMENTS**

The objective of a cash management and investment policy is to help balance the day-to-day need for revenues while achieving the highest rate of interest that is reasonable and within the City’s acceptable level of investment risk.

Funds will be invested in only those investments permitted by Federal and State law as it relates to public funds. All of the City’s funds will be invested with the following objectives (listed in order of priority):

- *Safety.* Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio. Specifically, the City will: (a) seek to avoid realizing any loss through the sale or disposal of an investment; and (b) seek to mitigate the risk of unrealized losses due to a decline in value of investments held in the portfolio.
- *Liquidity.* The investment portfolio will remain sufficiently liquid to meet all cash requirements that may be reasonably anticipated. This will be accomplished by structuring the portfolio in the following manner: (a) the City will purchase investments scheduled to mature in accordance with its anticipated cash needs, in order to minimize the need to sell investments prior to maturity; (b) a portion of City funds will be maintained in cash equivalents, including money market fund, investment pools and overnight securities, which may be easily liquidated without a loss of principal should an unexpected need for cash arise; and (c) the portfolio will consist largely of investments with active secondary markets.
- *Yield.* The City’s investments will be designed with the objective of maximizing a fair rate of return consistent with the safety and liquidity noted above.

## **FINANCIAL REPORTING**

**Reporting Frequency.** Departments will be provided monthly budget and actual reports and comprehensive quarterly reports will be presented to the City Council.

**Reporting Improvements.** The City will strive to continue to make improvements in its financial reporting scheme so that information is available to the City Council, City Manager, departments and public is the best available for sound financial decisions.

**Comprehensive Annual Financial Report (CAFR).** The City will produce the CAFR within 150 days and submit to the GFOA's award program for Excellence in Financial Reporting.

**Transparency.** All financial reports will be posted to the City's website in a timely manner.



**Municipal Court**

# MUNICIPAL COURT

Serving

LAKWOOD  
UNIVERSITY PLACE  
STEILACOOM  
DUPONT

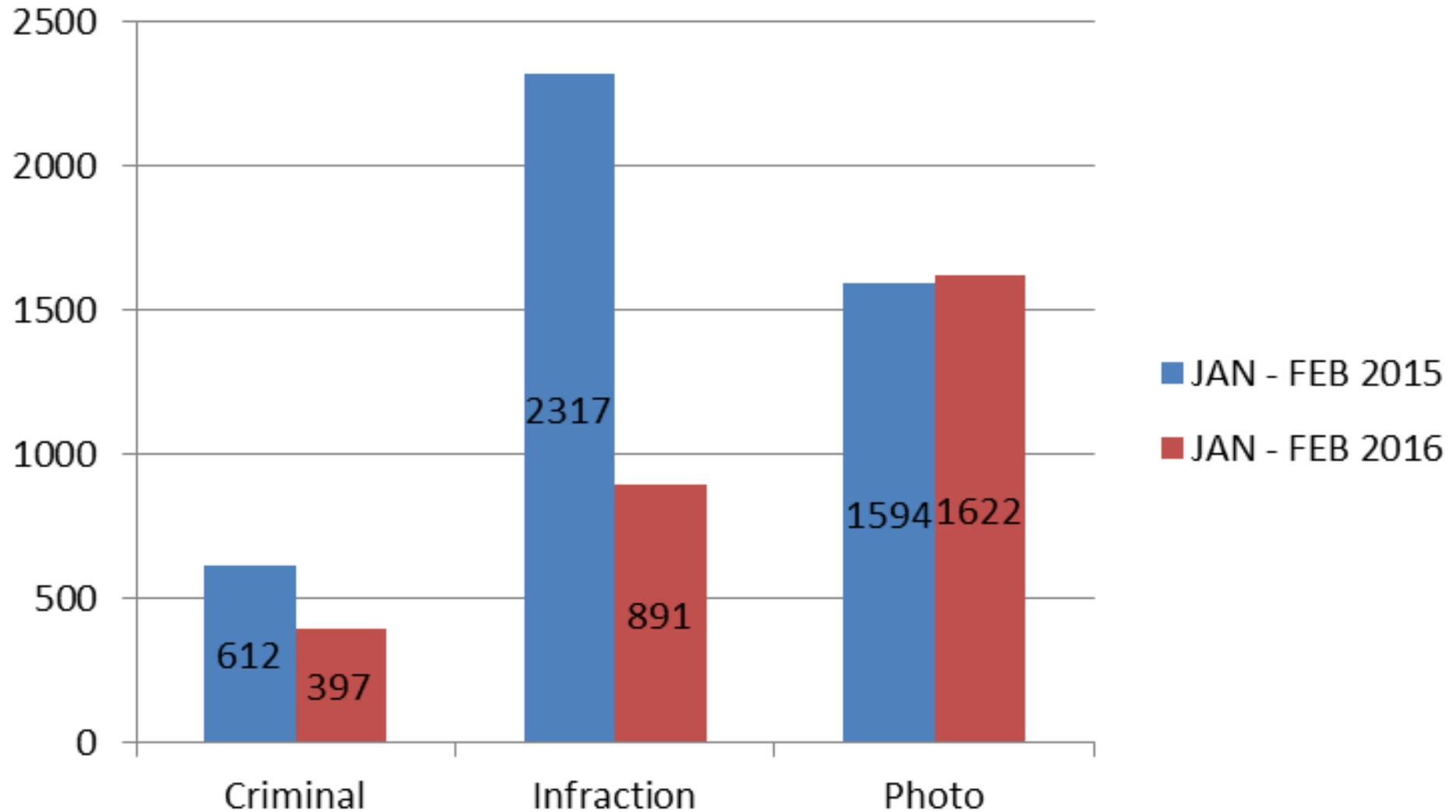
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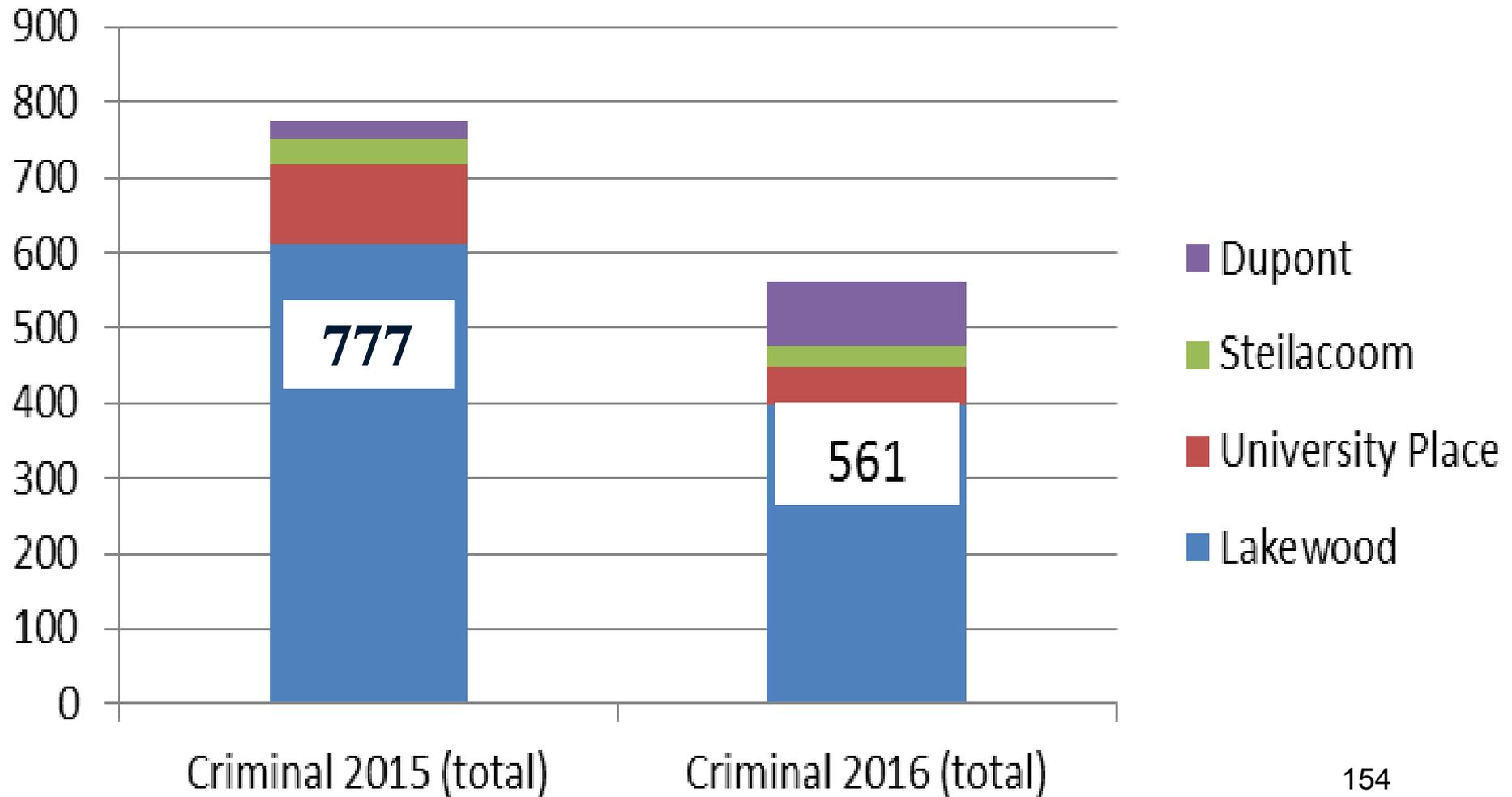
PROHIBITED  
REENTRY WITHIN  
72 HOURS

152

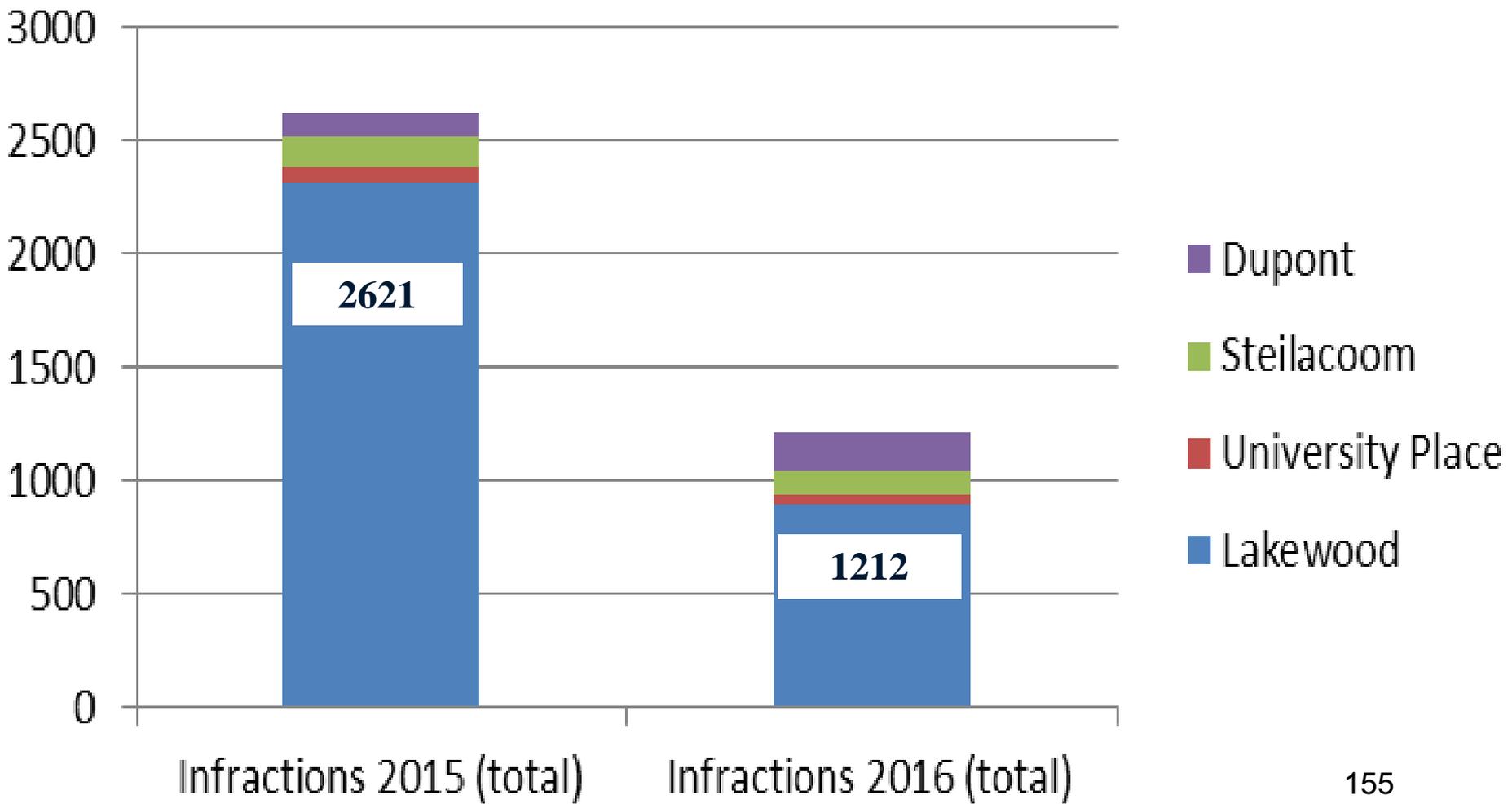
# Lakewood Court filings 2015 vs. 2016



# Combined Criminal Filings 2015 vs 2016



# Combined Infraction Filings 2015 vs. 2016



Performance Measure	Target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
# of community group road tours	8	4	2	2	1
# of incidents with offenders involving risk management	0	0	0	0	0
# of work crew hours performed in lieu of jail		1120	1432	1008	656
Cost saved by using alternative sentencing		\$40,164	\$41,033	\$32,422	\$39,749
Cost saved from reduced number of court transports	\$35,000	\$782.00	\$7,640	\$4,736	\$7,486

\*\*\* The cost savings for transports is not a true picture of savings since Video wasn't up and running until March 2015.

Expect to see higher savings next quarter.

\*\*\* Both CCO's were at the Probation Academy in August (Quarter 3) resulting in \$2759 in overtime

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# Other Court projects

- Zero based budgeting
- Paperless system
- Veterans' Court
- Public defense appointments update



Judge Grant Blinn

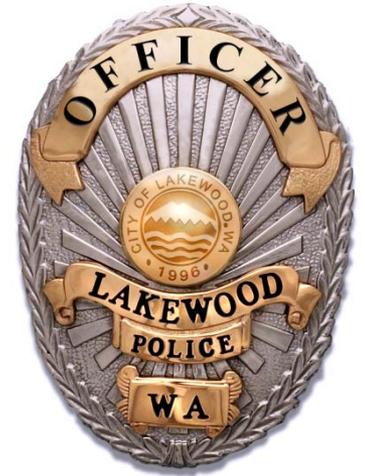
(253) 983-7747

[gblinn@cityoflakewood.us](mailto:gblinn@cityoflakewood.us)

# Lakewood Police Department Monthly Crime Report



- NIBRS Monthly Report (Group A Offenses)
- 2015-2016 Comparison Charts
- Gang Arrests
- 2015-2016 Traffic Stops
- 2015-2016 Traffic Accidents



**1<sup>st</sup> Quarter 2016**



# Lakewood Police Department

**1<sup>st</sup> Quarter 2016 Calls For Service: 13,485**

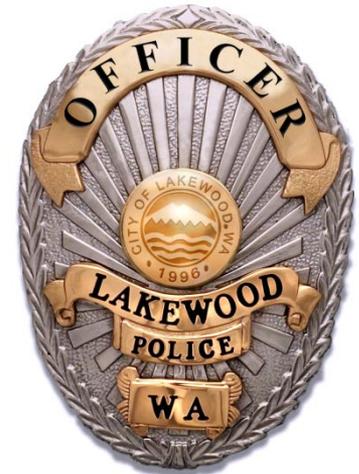
**Lakewood PD Arrests (Felony): 219**

**Lakewood PD Arrests (Gross Misdemeanor): 2**

**Lakewood PD Arrests (Misdemeanor): 265**

**Warrant Arrests: 158**

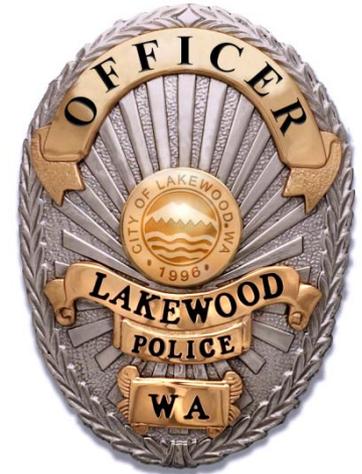
**1<sup>st</sup> Quarter 2016**





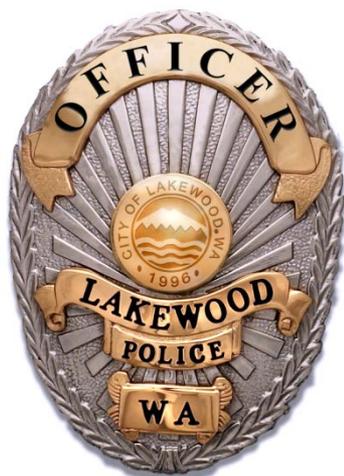
# Lakewood Police Department 2015-2016 Quarterly Crime Comparison Charts

January - December 2015-2016



# NIBRS Report

## 4Q2016

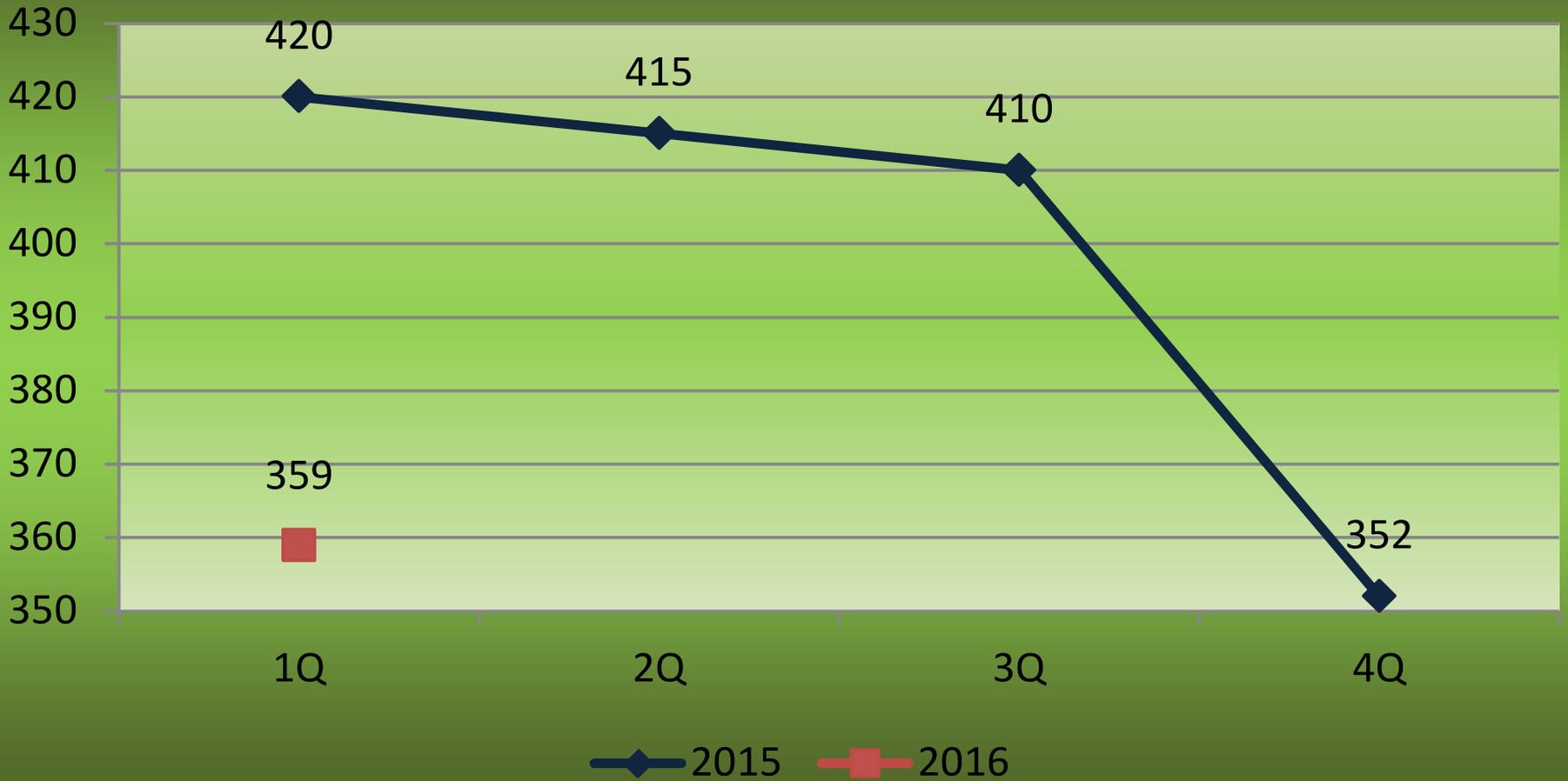


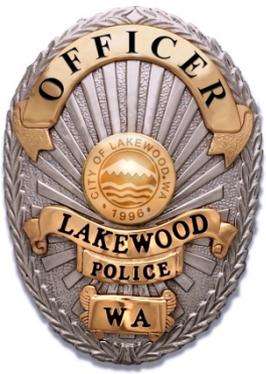
### Crime and Incident Report

1st Quarter 2016

	Quarter Total Prior Year	Quarter Total Report Year	Percent of Change
<b>Person Crimes</b>			
Aggravated Assault	76	79	3.94%
Simple Assault	305	245	-19.67%
Homicide	1	0	-100%
Kidnapping	4	7	75%
Sex (Forcible)	15	10	-33.33%
Sex (NonForcible)	19	18	-5.26%
<b>Totals and Averages</b>	420	359	-13.22%
<b>Property Crimes</b>			
Arson	7	0	-100%
Bribery	0	0	0%
Burglary	126	136	7.93%
Counterfeiting	17	26	52.94%
Vandalism	199	186	-6.53%
Embossment	0	0	0%
Extortion	1	0	-100%
Fraud	86	61	-29.06%
Larceny	436	503	-15.36%
Motor Vehicle Theft	50	93	86%
Robbery	16	28	75%
Stolen Property	0	0	0%
<b>Totals and Averages</b>	938	1033	0.14%
<b>Society Crimes</b>			
Drug	147	159	8.16%
Pornography	1	3	200%
Prostitution	19	15	-21.05%
Weapon Law Violations	24	35	45.83%
<b>Totals and Averages</b>	191	212	58.24%
<b>Grand Totals and Average</b>	1549	1604	6%

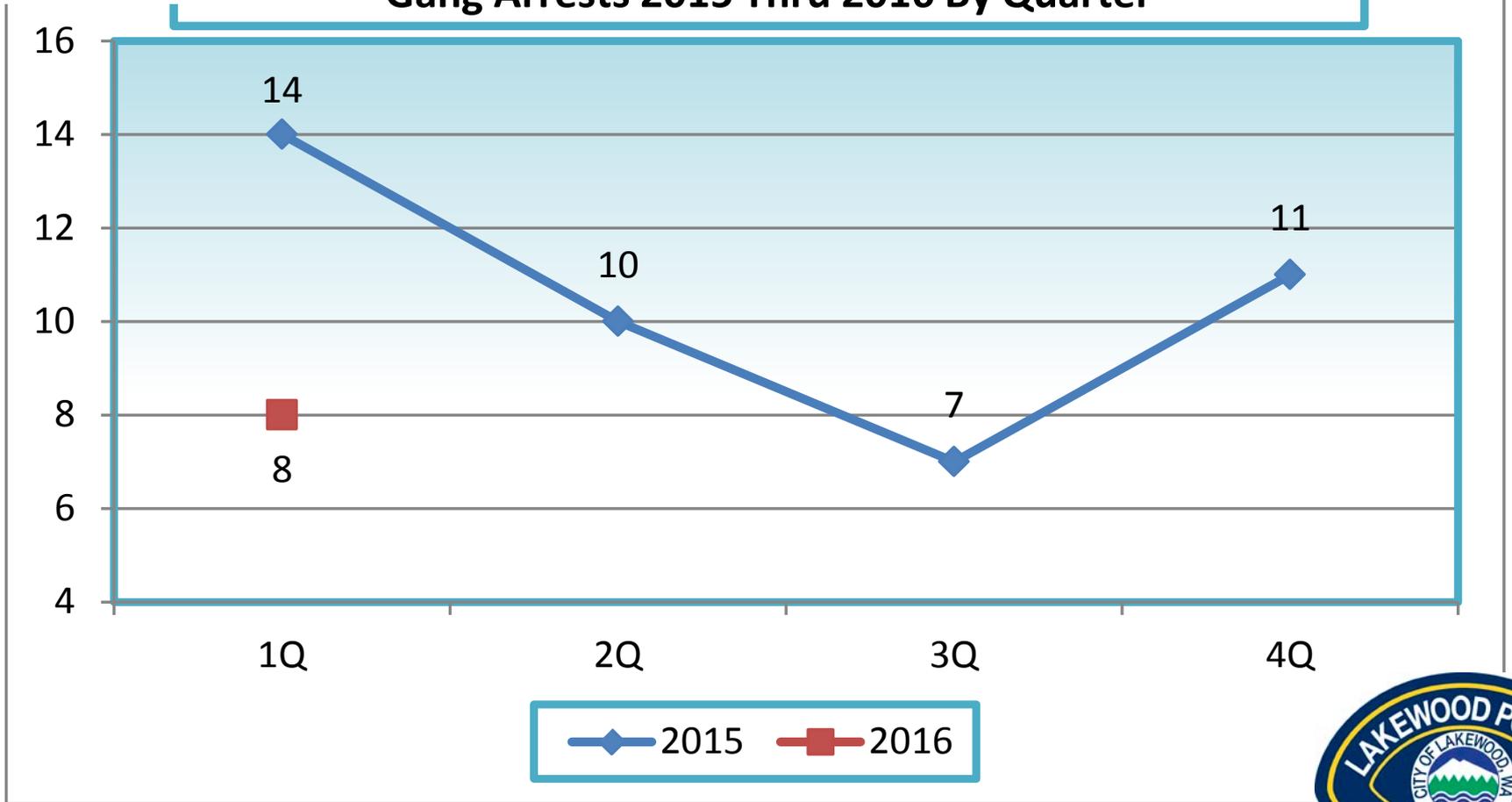
## NIBRS Person Crimes By Quarter 2015-2016





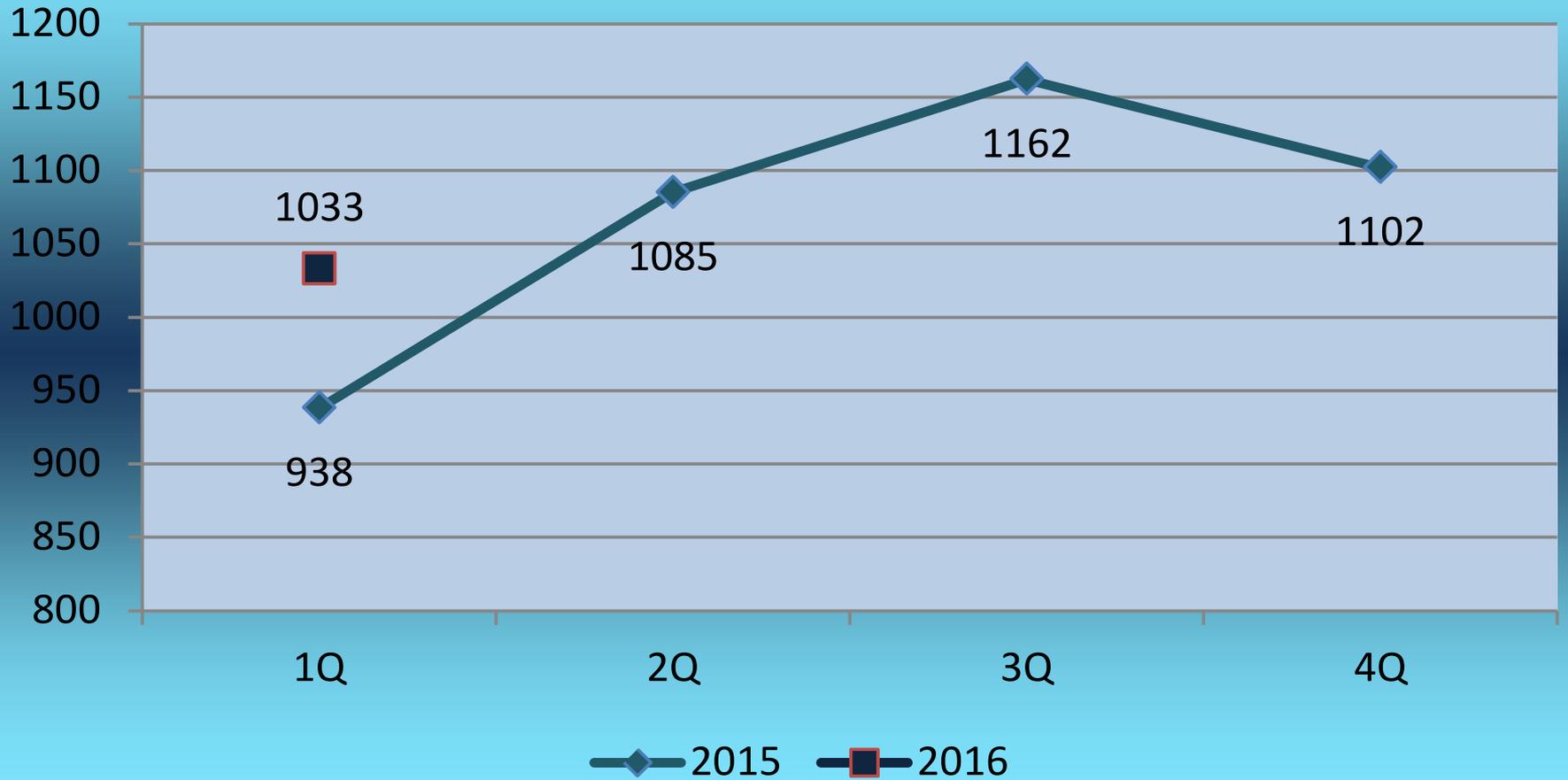
# Lakewood PD Quarterly Gang Related Arrests 2015- 2016YTD

## Gang Arrests 2015 Thru 2016 By Quarter

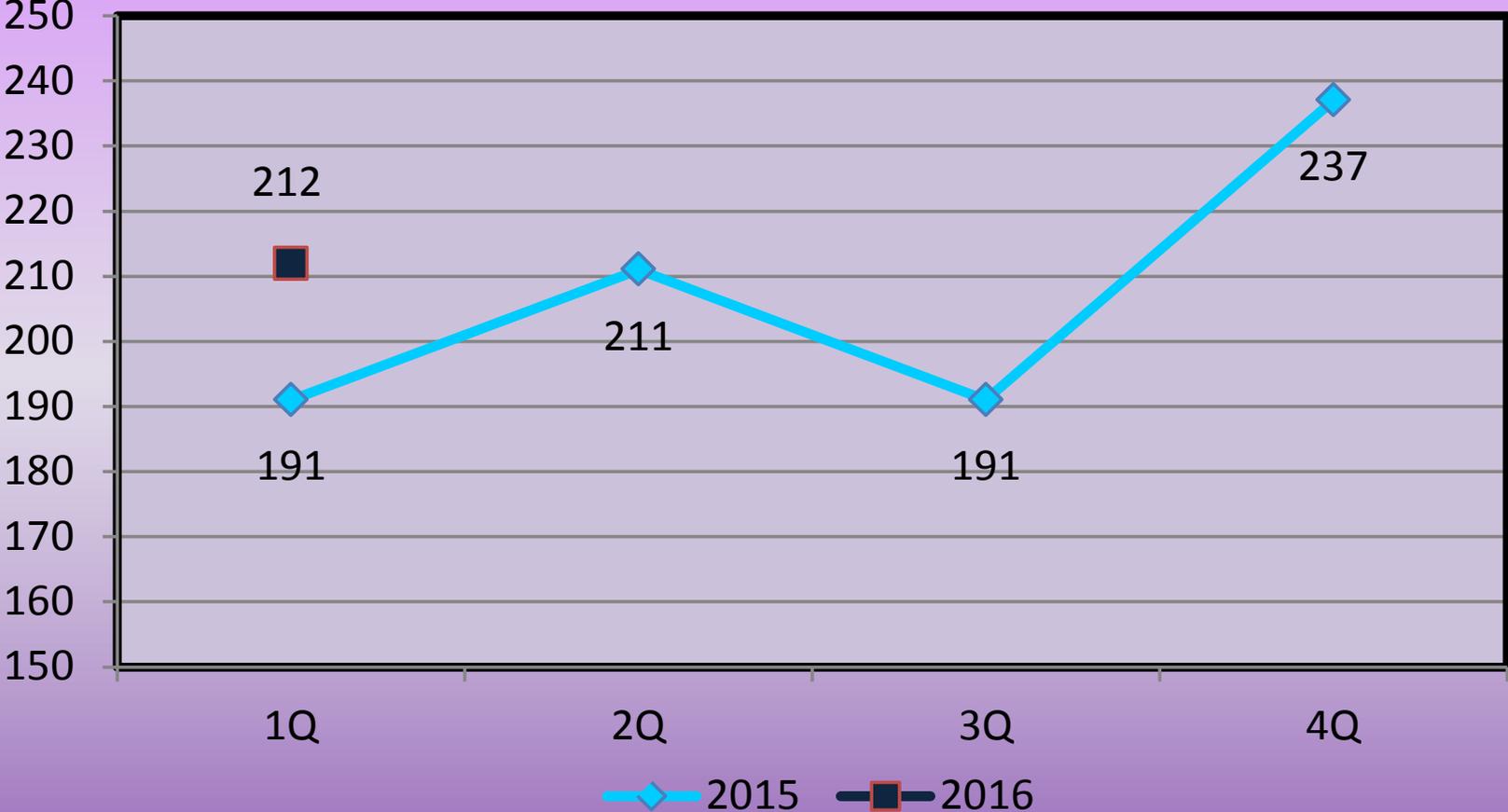


These numbers are Warehouse derived and accurate as of 7 April 2016

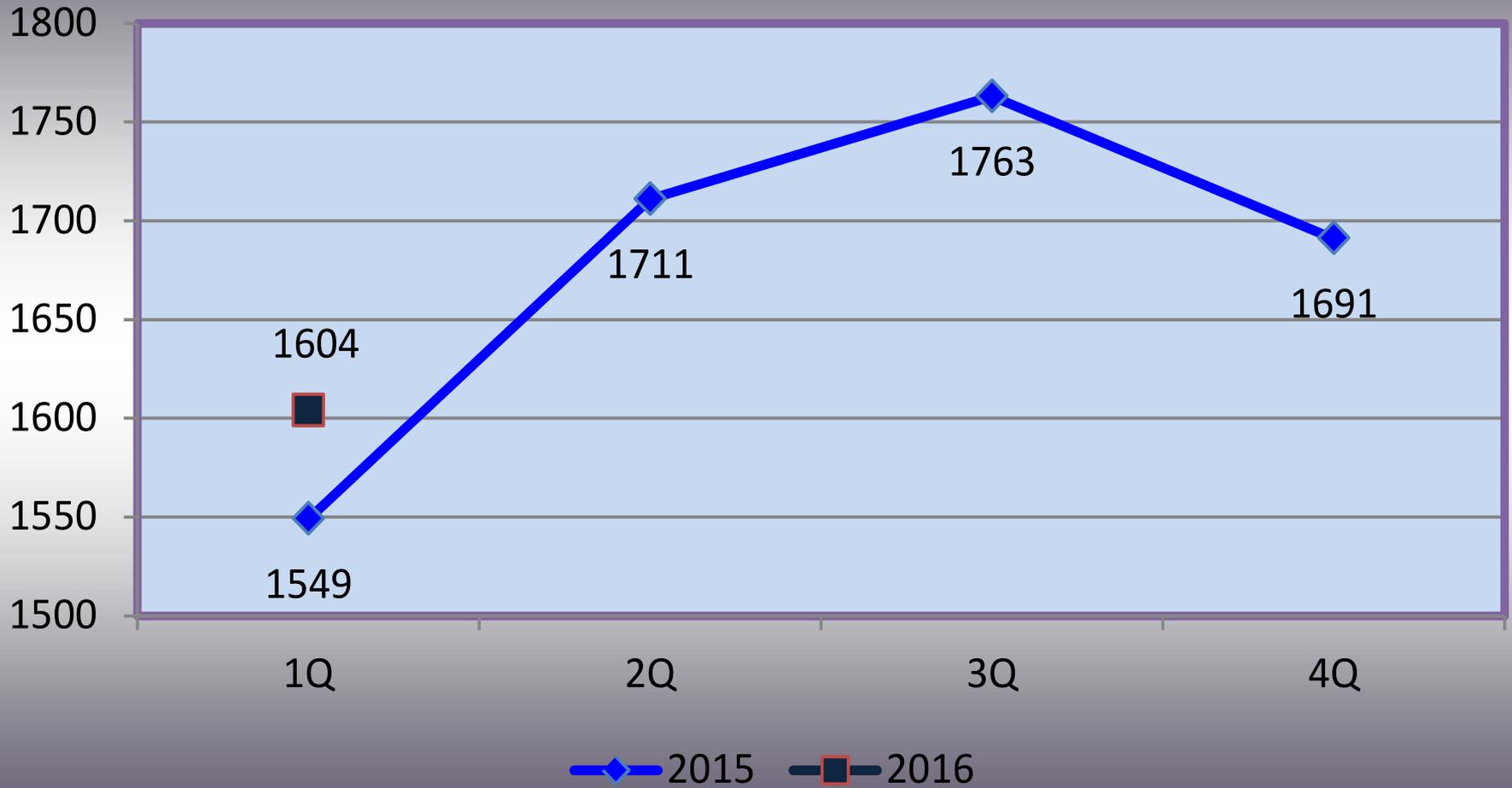
## NIBRS Property Crimes By Quarter 2015-2016



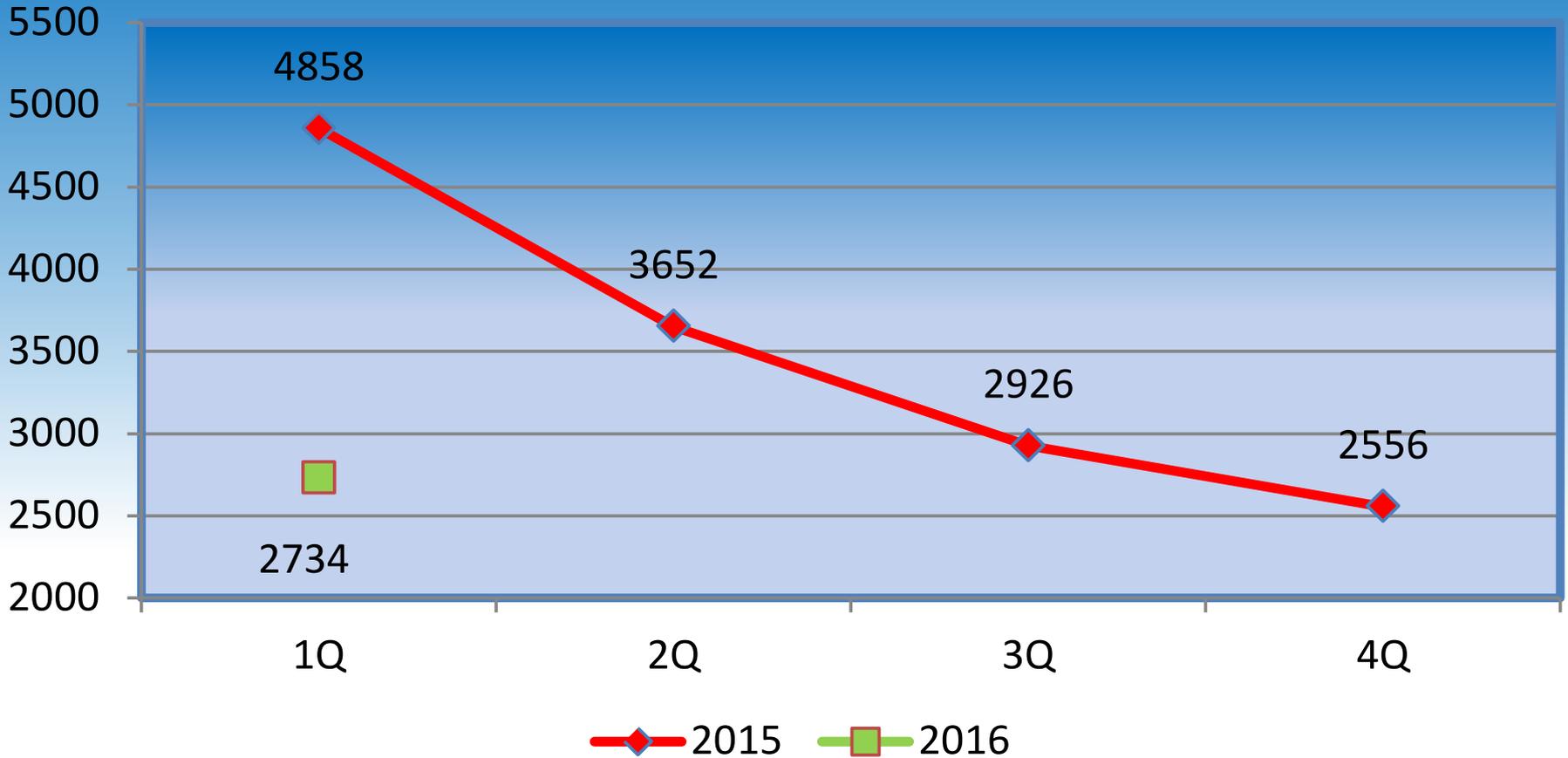
# NIBRS Society Crimes By Quarter 2015-2016



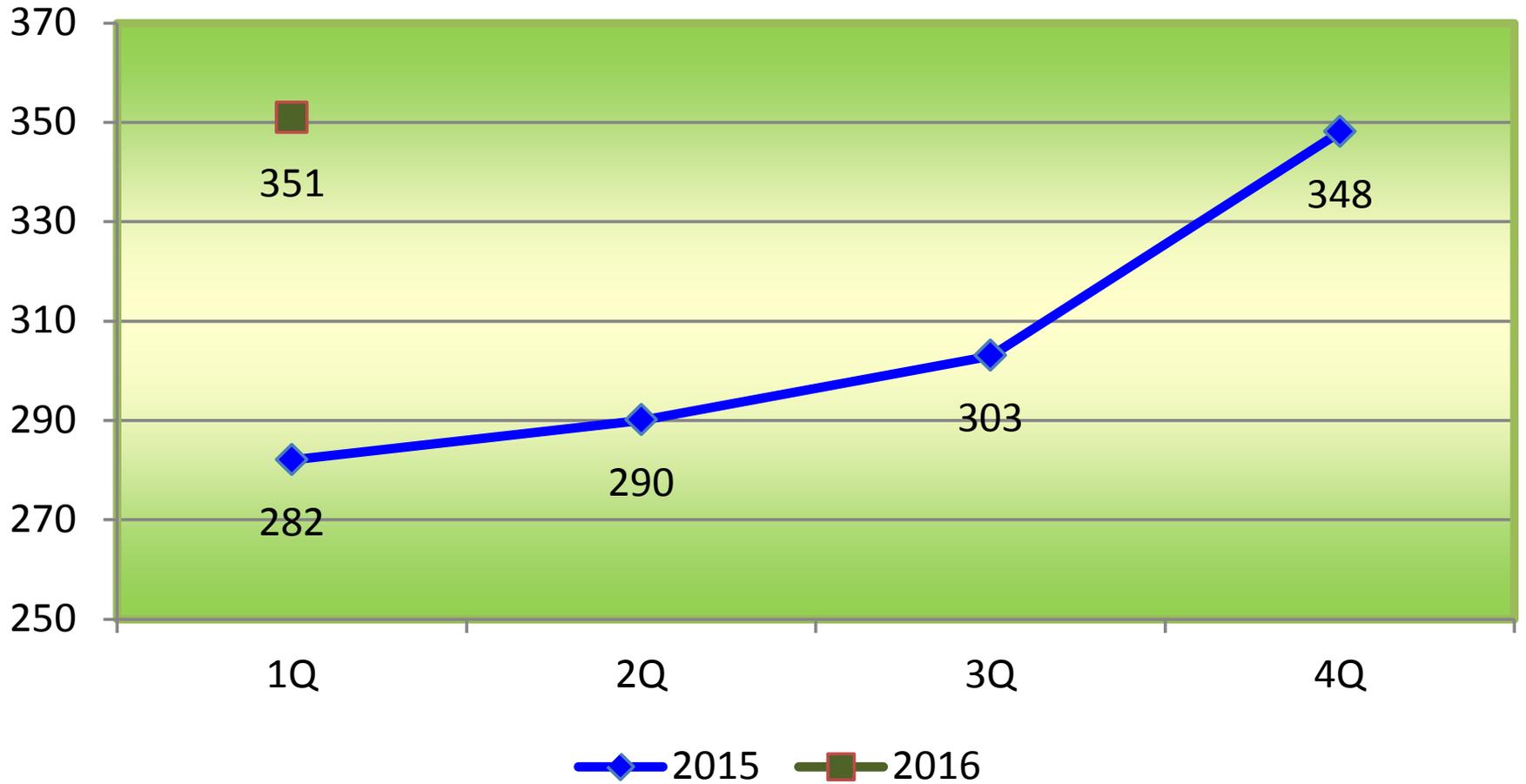
## NIBRS Total Group A Crime By Quarter 2015-2016



## Lakewood Police Department Total Traffic Stops 2014-2016YTD

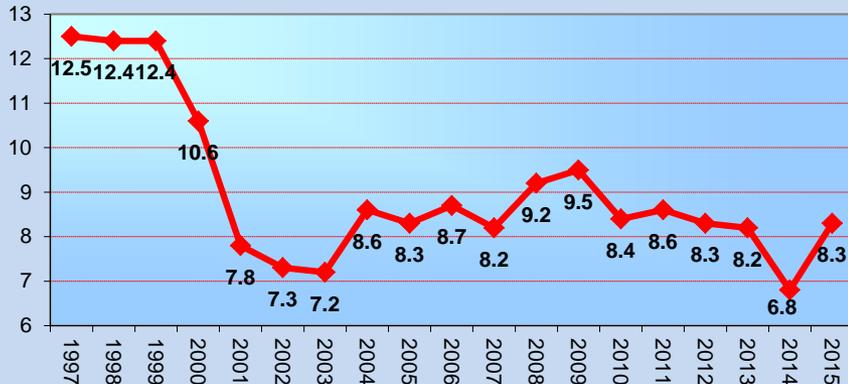


## Total Accidents by Quarter 2015-2016



# LAKEWOOD CRIME SINCE 1997

Lakewood Violent Crime 1997-2015 (rate per 1000)



Lakewood Property Crime 1997-2015 (rate per 1000)



Lakewood Total Crime 1997-2015 (rate per 1000)



# Lakewood Apartment Report 2016

Top Ten Large Apts* 1st Qtr 2016 Calls for Service	CFS	No. of Units	CFS/Units
LAUREL GARDENS APTS	87	230	0.38
MORNING TREE PARK APTS	70	400	0.18
VILLAGE AT SEELEY LAKE APTS	69	520	0.13
PACIFIC WALK TOWN HOMES	56	196	0.29
WISTERIA WALK APTS	47	120	0.39
LEGACY PARK (Sage Terrace)	41	107	0.38
CANTERBROOK VILLAGE APTS	36	134	0.27
ARBOR POINTE APTS	35	198	0.18
SUNDANCE APTS	34	104	0.33
STEEPLE CHASE APTS	34	135	0.25

Top Ten Medium Apts** 1st Qtr 2016 Calls for Service	CFS	No. of Units	CFS/Units
TWIN OAKS APTS	48	32	1.50
MCCHORD TUDOR HAUS APTS	43	27	1.59
MEADOWBROOK APTS	41	48	0.85
EVERGREEN COURT APTS	35	40	0.88
LAKWOOD ESTATES	33	32	1.03
CROWN POINTE APTS	31	76	0.41
VILLAGE COURT APTS	27	36	0.75
GARDEN PARK APTS	26	49	0.53
EAGLES LAIR APTS	20	54	0.37
BELL GARDEN APTS	19	24	0.79

Top Ten Small Apts*** 1st Qtr 2016 Calls for Service	CFS	No. of Units	CFS/Units
KELLY PLACE APTS	24	5	4.80
CARLYLE APTS	19	18	1.06
EVERGREEN RIDGE APTS	19	18	1.06
EAGLE APTS	15	8	1.88
RHODY APTS	13	8	1.63
WESTWOOD PARK APTS	13	15	0.87
BROOKWOOD APTS	13	20	0.65
CLOVER CREEK CONDOS	12	12	1.00
PARADISE APTS	11	9	1.22
TYEE APTS	9	8	1.13

Top Twenty Apartments 1st Qtr 2016 Serious Calls for Service	SCFS	No. of Units	CFS/Units
MORNING TREE PARK APTS	14	400	0.04
VILLAGE AT SEELEY LAKE APTS	11	520	0.02
MEADOWBROOK APTS	9	48	0.19
PACIFIC WALK TOWN HOMES	8	196	0.04
MCCHORD TUDOR HAUS APTS	8	27	0.30
STEEPLE CHASE APTS	7	135	0.05
CARLYLE APTS	7	18	0.39
VILLAGE COURT APTS	7	36	0.19
GARDEN PARK APTS	7	49	0.14
LAKEVIEW SOUTH APTS	7	93	0.08
LAUREL GARDENS APTS	7	230	0.03
LAKWOOD ESTATES	6	32	0.19
EVERGREEN COURT APTS	6	40	0.15
CLOVER LAKE PARK APTS	6	144	0.04
BRIDGEWOOD APTS	5	49	0.10
VILLAGE AT OAK MEADOWS	5	98	0.05
WISTERIA WALK APTS	5	120	0.04
MERRILL CREEK APTS	5	149	0.03
LAKE CENTER APTS	4	27	0.15
TWIN OAKS APTS	4	32	0.13

# Mobile Home Report

Total Calls For Service

Mobile Home Park	1st Qtr	TOTAL 2016	No Units	Avg/Unit
RANCHO VILLA MHP	66	66	55	1.20
KARWAN VILLAGE MHP	36	36	38	0.95
JAMESTOWN ESTATES MHP	19	19	44	0.43
WOODBROOK MHP	10	10	38	0.26
OAKNOLL TRAILER PARK	9	9	38	0.24
GLEN MAR MHP	9	9	48	0.19
TWIN OAKS MHP	8	8	50	0.16
CEDRONA PARK MHP	8	8	53	0.15
NORTHWEST MOBILE HOME PARK	7	7	52	0.13
ALPINE ESTATES MHP	5	5	46	0.11
BOBS MHP	5	5	21	0.24
FRANCIS COURT MHP	4	4	49	0.08
TILlicum MANOR MHP	3	3	27	0.11
MEADOW PARK TRAILER COURT	3	3	22	0.14
MT TACOMA MHP	2	2	65	0.03
FAIRFIELD ESTATES MHP	2	2	60	0.03
TOTAL	196	196		

Serious Calls For Service

Mobile Home Park	1st Qtr	TOTAL 2016	No Units	Avg/Unit
WOODBROOK MHP	4	4	38	0.11
JAMESTOWN ESTATES MHP	4	4	44	0.09
BOBS MHP	3	3	21	0.14
RANCHO VILLA MHP	3	3	55	0.05
GLEN MAR MHP	3	3	48	0.06
KARWAN VILLAGE MHP	3	3	38	0.08
VILLAGE GREEN MHP	2	2	167	0.01
F & T TRAILER COURT	2	2	12	0.17
WINDSOR COURT MHP(MOBILE MANOR)	1	1	112	0.01
CANTERBURY ESTATES MHP	1	1	96	0.01
ALPINE ESTATES MHP	1	1	46	0.02
NORTHWEST MOBILE HOME PARK	1	1	52	0.02
FRANCIS COURT MHP	1	1	49	0.02
TOTAL	29	29		

# Motel Report 2016

Motel Name	1st Qtr	2016 Total CFS
Western	53	53
Fort Lewis	27	27
Lakewood Inn	27	27
Biltmore	22	22
Golden Lion	21	21
Madigan	19	19
Holiday Inn Express	15	15
Best Value	11	11
La Casa	9	9
Candlewood Suites	7	7
La Casa2	7	7
Best Western	5	5
Home	3	3

Motel Name	1st Qtr	2016 Serious CFS
Biltmore	6	6
Western	5	5
Golden Lion	3	3
Best Value	2	2
Lakewood Inn	2	2
Candlewood Suites	1	1
Fort Lewis	1	1
La Casa	1	1

# Bar Report 2016

Bar Name	1st Qtr	2016 Total CFS
Oaktree	31	31
Schooner	14	14
Great American Casino	11	11
Dennys	10	10
Chips-Palace	9	9
Applebees Grill and Bar	7	7
Cheers	7	7
Macau Casino	7	7
Champions	6	6
Fan Club	6	6
Bowlero Lanes	5	5
BPO Elks Lodge	5	5
Hammer Time	5	5
Ram	4	4
Oakhouse - The RMB At Oakbrook	3	3
Red Robin	3	3
Black Angus	2	2
Boks	2	2
Burs	2	2
New World VIP Lounge	2	2
Pizza Casa	2	2
Rollies	2	2
Chung Ki Wa	1	1
El Toro	1	1
Golden Eagle	1	1
Loyal Order of Moose	1	1

Bar Name	1st Qtr	2016 Serious CFS
Champions	3	3
Cheers	1	1
Chips-Palace	3	3
Dennys	3	3
Fan Club	3	3
Great American Casino	1	1
Schooner	1	1