



## **LAKESWOOD CITY COUNCIL AGENDA**

Tuesday, February 18, 2020

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**

- (4) 1. AWC Retro Refund Presentation. – *Mr. Peter King, CEO and Mr. Brian Bishop, Program Manager, Association of Washington Cities*
2. Police Chief's Commendation Awards.

### **PUBLIC COMMENTS**

### **C O N S E N T   A G E N D A**

- (10) A. Approval of the minutes of the City Council study session of January 13, 2020.
- (16) B. Approval of the minutes of the City Council meeting of January 21, 2020.
- (23) C. Approval of the minutes of the City Council special meeting of January 27, 2020.
- (24) D. Approval of the minutes of the City Council study session of January 27, 2020.
- (28) E. Approval of payroll checks, in the amount of \$2,596,282.84, for the period of December 16, 2019 through January 15, 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, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.*

- (30) F. Approval of claims vouchers, in the amount of \$3,522,368.17, for the period of December 19, 2019 through January 15, 2020.
- (75) G. Motion No. 2020-07
- Authorizing the execution of an agreement with Berk and Associates, Inc., to act as a consultant for the development of a Lakewood Station District Subarea Plan, Planned Action and Hybrid Form-Based code.
- (96) H. Motion No. 2020-08
- Authorizing the execution of an agreement with Stowe Development & Strategies, in the amount of \$52,485, for Lakewood Landing and other redevelopment efforts.
- (111) I. Motion No. 2020-09
- Authorizing the acceptance of a donation of a 2015 Toyota Rav 4 from the National Insurance Crime Bureau for use related to auto theft investigations.
- (112) J. Ordinance No.729
- Terminating a utility easement on Lakewood Drive West between 75<sup>th</sup> Street West and 76<sup>th</sup> Street West.
- (119) K. Resolution No. 2020-02
- Approving the transfer of the non-exclusive franchise of the City of Tacoma Department of Public Utilities, Light Division, Click! Network, to provide cable television services to Rainier Connect North, LLC.
- (165) L. Items Filed in the Office of the City Clerk:
1. Planning Commission meeting minutes of October 16, 2019.
  2. Landmarks and Heritage Advisory Board meeting minutes of November 21, 2019.
  3. Public Safety Advisory Committee meeting minutes of December 4, 2019.

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## **R E G U L A R   A G E N D A**

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

(175) Motion No. 2020-10

Appointing a Councilmember to serve on the Puget Sound Regional Council Executive Board.

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

(186) Census 2020 Update.

### **CITY COUNCIL COMMENTS**

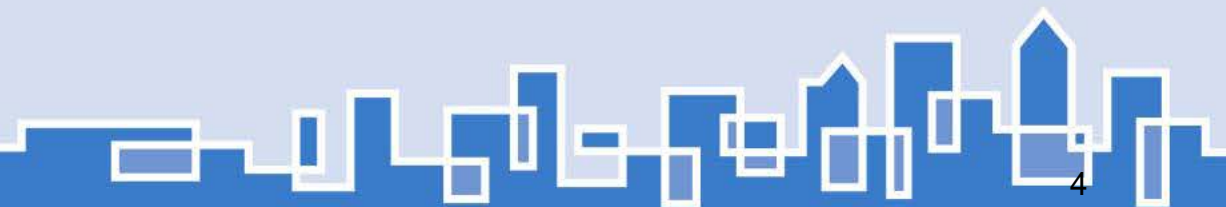
### **ADJOURNMENT**

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# About AWC

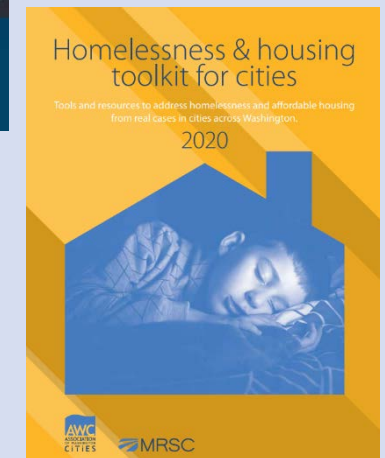
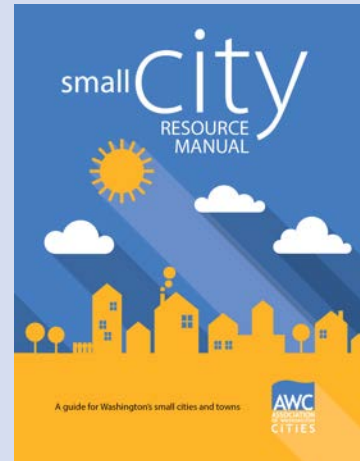
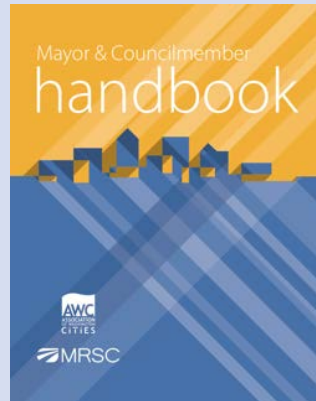


*Our mission: Serving our members through  
advocacy, education, and services*





# Full suite of programs, services, and resources





# AWC Retro Program

*Its all about service...*

## Safety & compliance

- Training
- Onsite safety audits
- WorkSafe Employer

## Claim management

- Claim resolution
- Transitional work/light-duty
- Protests and appeals



Every employee | Home safe | Every night

# City of Lakewood and AWC Retro

AWC Retro began in 2004

Lakewood joined in 2010

2016 Retro Year refund highest in history

\$2.1M total Refund; \$1.5M refunded to the 115 members

Lakewood Refund = \$51,655



# Safety Efforts

- Executive Leadership Team Meetings
  - Employee injuries and safety
- Partnership with AWC Retro Pool
  - Best practices
  - Member pooling for risks and rewards
  - OSHA Reporting
  - Stay at work program
    - Light duty
  - WorkSafe Employer

Every employee | Home safe | Every night



## **LAKESWOOD CITY COUNCIL STUDY SESSION MINUTES**

Monday, January 13, 2020  
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 7:01 p.m.

### **ROLL CALL**

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

### **ITEMS FOR DISCUSSION:**

#### **Review of citizens' advisory boards, committees and commission 2020 Work Plans.**

Engineering Services Manager Vigoren introduced Dr. Peter Marsh, member representing the private property owners of the American Lake – Lake Management District No. 1 Advisory Committee. Mr. Vigoren then reviewed the work plan for 2020.

Assistant City Manager for Administrative Services Kraus reviewed the Lodging Tax Advisory Committee work plan. She shared that there are four vacant positions on the Committee, one representing businesses authorized to receive the tax and three representing businesses authorized to collect the tax.

Planning Manager Brunell reviewed the Landmarks & Heritage Advisory Board 2019 accomplishments and work to be accomplished in 2020. Discussion ensued regarding ways to incorporate additional outreach to Clover Park School District classrooms and implementation of the historic streets program.

Planning Manager Speir reviewed the Planning Commission's work plan for 2020.

Parks, Recreation and Community Services Director Dodsworth reviewed the Arts Commission work plan for 2020. Discussion ensued related to the MLK Committee and the expansion of Dr. Martin Luther King, Jr. celebration to incorporate Black History month.

Parks, Recreation and Community Services Director Dodsworth reviewed the Community Services Advisory Board work plan for 2020.

Parks, Recreation and Community Services Director Dodsworth reviewed the Lakewood's Promise Advisory Board work plan for 2020.

Parks, Recreation and Community Services Director Dodsworth reviewed the Parks and Recreation Advisory Board work plan for 2020.

Parks, Recreation and Community Services Director Dodsworth reviewed the Youth Council work plan for 2020.

City Manager Caulfield reviewed the Public Safety Advisory Committee work plan for 2020.

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

The Mayor and City Councilmembers reviewed the 2020 liaisons to the citizens' advisory boards, committees and commissions. City Council representation is as follows:

Councilmember Bocchi will serve as the liaison to the Planning Commission and Youth Council.

Councilmember Brandstetter will serve as the liaison to the Public Safety Advisory Committee.

Councilmember Farmer will serve as the liaison to the Community Services Advisory Board and the Parks and Recreation Advisory Board.

Councilmember Moss will serve as the liaison to Lakewood's Promise Advisory Board.

Councilmember Simpson will serve as the liaison to the Landmarks and Heritage Advisory Board.

Deputy Mayor Whalen will serve as the liaison to the Arts Commission.

**Legacy Plan Update.**

Senior Policy Analyst Kelley-Fong reported that as a follow up to the May 13<sup>th</sup> and September 9<sup>th</sup> Council meetings updates to the Legacy Plan are needed to remain timely, responsive to community needs and remain competitive for grant funding. She shared that environmental scan and needs assessment areas of the plan been completed, two surveys were conducted and several community engagement events were held where feedback was received from approximately 937 individuals.



She highlighted the work accomplished by the City since adoption of the 2014 Legacy Plan and results from a Strengths, Weakness, Opportunities, and Threats (SWOT) analysis that was conducted. She then shared that the main themes of the analysis were related to safety, security, availability of restrooms, accessibility of programs and expansion of events. She reported that the vision and mission statement were updated to be more active and the plan has been paired down to 5 goals, 21 policies and 59 action items. She then reviewed recommendations for level of service measurements. The next review of Legacy Plan is scheduled for the City Council study session of February 24<sup>th</sup>. Discussion ensued.

**Review options to implement and leverage SHB 1406 funding for affordable and supportive housing.**

Planning Manager Speir reported that in September, 2019 the City Council adopted Resolution 2019-19 expressing intent to access SHB 1406 funds, a local revenue sharing program crediting against the state sales tax, that can be enacted for up to twenty years, in which funds can be used for maintaining, acquiring, rehabilitating or constructing affordable housing. She shared that under SHB 1406 the City Council must adopt an Ordinance authorizing a qualified local tax by July 21<sup>st</sup>. She shared four qualifying local tax options; an affordable housing levy, sales and use tax for housing, property tax levy and a mental health tax, of which three require a 50% majority vote of the people. It is recommended that these funds be used in combination with the existing Community Development Block Grant (CDBG) Major Home Repair Program, CDBG Major Home Repair and Sewer Loan Program, the HOME Housing Rehabilitation Loan Program and it is not recommendation to bond any of these funds. Discussion ensued.

**Review code amendments related to structures in parks.**

City Attorney Wachter shared a draft Ordinance related to the enforcement of temporary shelters and unauthorized structures in city parks, city and private property and rights of way. The Ordinance will come forward for Council consideration on January 21<sup>st</sup>. Discussion ensued.

**ITEMS TENTATIVELY SCHEDULED FOR THE JANUARY 21, 2020 REGULAR CITY COUNCIL MEETING:**

1. Business Showcase.
2. Proclamation recognizing Dr. Martin Luther King, Jr. and the month of February 2020 as Black History Month – *Ms. Anessa McClendon*
3. Proclamation declaring January as School Board recognition month. – *Clover Park School District Board of Directors*
4. Larry Saunders Service Award. – *Mr. Bob Warfield, Lakewood Community Foundation Fund*

5. Adopting the 2020 citizens' advisory boards, committees and commission Work Plans. – (Motion – Consent Agenda)
6. Authorizing the execution of an agreement for the Colonial Plaza public art project. – (Motion – Consent Agenda)
7. Authorizing the replacement of existing wide format printers and scanner. – (Motion – Consent Agenda)
8. Appointing Councilmember to serve on the Pierce Transit Board of Commissioners for a three-year term from January 1, 2020 through December 31, 2022.– (Motion – Consent Agenda)
9. Approving the vacation of the eastern seventy (70) feet of Walnut Street SW right-of-way east of the intersection with Langlow Street SW. – (Ordinance – Consent Agenda)
10. Amending Chapter 8.76 of the Lakewood Municipal Code relating to structures in parks. – (Ordinance – Consent Agenda)
11. Municipal Court Update. – (Reports by the City Manager)

## **REPORTS BY THE CITY MANAGER**

City Manager Caulfield reported that the Operations and Maintenance Division has begun salting the roads in preparation of the snow that is expected this week.

He then welcomed newly commissioned Officer's Jasmine Wright-Curley and Stephen Moffitt who graduated from the Police Academy last week.

He reported that Representative Larsen is continuing to work on a bill requesting legislation for medium sized cities whose population is between 10,000 and 75,000 to access Better Utilizing Investments to Leverage Development (BUILD) funding.

He then shared that Mr. Ramos, a prolific graffiti tagger, failed to appear for work crew and was sentenced to 180 days in jail and Officer Schueller took several juveniles into custody who will be charged with Malicious Mischief for graffiti.

He shared that JBLM Chief of Staff Tom Knight, has offered to provide the City Council with a tour of Joint Base Lewis McChord and requested the Council provide notification of their intent to participate as he is working to identify a date to schedule the tour.

He then shared that the State Legislature convened today and noted that a bill is being considered to codify the *Martin v. Boise* case, the Association of Washington Cities is supporting a local revitalization funding program and he will be requesting

our delegation sign off on a letter to the Transportation Committee in support of the City's request for a multimodal transportation study.

He reported that he attended a meeting with Mr. Ron Pate, WSDOT Rail regarding the Point Defiance Bypass Rail and noted that there is no update on when Amtrak services may resume, WSDOT has kicked off the process to update their State Rail Plan and the City Manager will testify this week on a rail safety bill introduced by Representative Leavitt.

He then requested the City Council provide any agenda items or topics that they would like to discuss at the joint meeting with the Clover Park School District Board of Directors scheduled for February 3<sup>rd</sup>.

He then announced the following meeting and events:

- March 7, 8:30 A.M., City Council Retreat, Lakewood City Hall

## **CITY COUNCIL COMMENTS**

Councilmember Moss commented on Altitude Trampoline coming to the Towne Center.

Councilmember Brandstetter shared that he will be attending the Public Facilities District Board meeting this week and last week he attended a New Year's Reception hosted by Commanding General Volesky and congratulated Mayor Anderson for his selection into the JBLM Civilian Hall of Fame.

Councilmember Bocchi shared that this evening he provided Council Remarks at the Clover Park School District Board meeting.

Councilmember Simpson congratulated Mayor Anderson for his selection into the JBLM Civilian Hall of Fame and shared that this Sunday he will be participating in a 15K run in Seattle supporting JBLM's Red, White and Blue Organization.

Deputy Mayor Whalen shared that last week he attended the Clover Park School District CELT meeting, a memorial service for Mr. Ted Weir, a training in advance of the Point in Time Count and this week he will attend the Pierce County Regional Council meeting.

Mayor Anderson shared that he will be absent during the City Council meetings of January 20<sup>th</sup>, January 27<sup>th</sup> and February 10<sup>th</sup> and will be late to the February 3<sup>rd</sup> meeting as he plans to attend General Volesky's farewell dinner. He shared that today he attended the Pierce Transit Board meeting and recommendations related to Bus Rapid Transit (BRT) will be released on the 23<sup>rd</sup> and last week he attended the Puget Sound Regional Council (PSRC) Transportation Policy Board meeting, the 62<sup>nd</sup> Airlift Wing Change of Command and New Year's reception hosted by General Volesky.

**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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BRIANA SCHUMACHER  
CITY CLERK



## **LAKEWOOD CITY COUNCIL MINUTES**

Tuesday, January 21, 2020

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

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### **CALL TO ORDER**

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

### **ROLL CALL**

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

Councilmember Excused: 2 – Mayor Anderson and Councilmember John Simpson.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Deputy Mayor Whalen.

### **PROCLAMATIONS AND PRESENTATIONS**

#### **Business Showcase.**

DEPUTY MAYOR WHALEN PRESENTED A BUSINESS SHOWCASE TO MR. SPENCER KELLEY, VICE PRESIDENT OF OPERATIONS AND GENERAL MANAGER, DRK DEVELOPMENT.

#### **Proclamation recognizing Dr. Martin Luther King, Jr. and the month of February as Black History month.**

COUNCILMEMBER MOSS AND MR. GRANT TWYMAN, EQUITY, DIVERSITY AND INCLUSION SPECIALIST, CLOVER PARK SCHOOL DISTRICT PRESENTED A PROCLAMATION RECOGNIZING DR. MARTIN LUTHER KING, JR AND THE MONTH OF FEBRUARY AS BLACK HISTORY MONTH TO MEMBERS OF THE MLK COMMITTEE.

#### **Proclamation declaring January as School Board recognition month.**

COUNCILMEMBER BOCCHI PRESENTED A PROCLAMATION DECLARING JANUARY AS SCHOOL BOARD RECOGNITION MONTH TO MS. ALYSSA ANDERSON PEARSON, BOARDMEMBER, CLOVER PARK SCHOOL DISTRICT.

**Larry Saunders Service Award Presentation.**

Mr. Bob Warfield, Lakewood Community Foundation Fund presented Mr. J. Alan Billingsley with the 4<sup>th</sup> Annual Larry Saunders Service Award.

**PUBLIC COMMENTS**

Speaking before the Council were:

*Dennis Haugen, Lakewood resident*, spoke in support of President Trump's goals and policies, border security, the constitution and rule of law.

*Glen Spieth, Lakewood resident*, spoke regarding development standards outlined in Ordinance No. 726 and the ingress, egress and location of fuel tanks at the proposed 7-11 development at Bridgeport Way and Steilacoom Boulevard.

*Kerry Hills, Lakewood resident*, thanked the City Council for the opportunity to provide public comments.

**C O N S E N T   A G E N D A**

A.     Approval of the minutes of the City Council meeting of January 6, 2020.

B.     Motion No. 2020-02

Approving the 2020 citizens' advisory boards, committees and commission work plans.

C.     Motion No. 2020-03

Authorizing the execution of a professional services agreement with Perri Howard, in the amount of \$100,000, for the Colonial Plaza public art project.

D.     Motion No. 2020-04

Approving the replacement of existing wide format printers and scanner.

E.     Motion No. 2020-05

Reappointing Don Anderson to serve on the Pierce Transit Board of Commissioners from January 1, 2020 through December 31, 2022.

F.     Ordinance No. 727

Vacating the eastern seventy (70) feet of Walnut Street SW right-of-way east of the intersection with Langlow Street SW.

G. Items Filed in the Office of the City Clerk:

1. Lakewood's Promise Advisory Board meeting minutes of June 6, 2019.
2. Lakewood's Promise Advisory Board meeting minutes of October 3, 2019.
3. Lakewood's Promise Advisory Board meeting minutes of November 7, 2019.

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

## R E G U L A R   A G E N D A

### ORDINANCE

**Ordinance No. 728 Amending Chapter 8.76 of the Lakewood Municipal Code relating to structures in parks, rights of way and city property.**

COUNCILMEMBER MOSS MOVED TO ADOPT ORDINANCE NO.728.  
SECONDED BY COUNCILMEMBER BRANDSTETTER.

COUNCILMEMBER BRANDSTETTER MOVED TO AMEND ORDINANCE NO. 728, SECTION C1, AS FOLLOWS:

1. ANY STRUCTURE ERECTED INSTALLED OR PLACED WITHIN A PARK, RIGHT OF WAY OR CITY PROPERTY BY THE CITY ~~OWNER OR OPERATOR OF THE PARK~~ OR AS EXPRESSLY AUTHORIZED BY A SPECIAL USE PERMITTED-ISSUED BY THE CITY.

SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN ON THE MOTION TO AMEND AND CARRIED UNANIMOUSLY.

VOICE VOTE WAS TAKEN TO ADOPT AMENDED ORDINANCE NO.728 AND CARRIED UNANIMOUSLY.

### UNFINISHED BUSINESS

None.

### NEW BUSINESS

None.



## **REPORTS BY THE CITY MANAGER**

### **Municipal Court Update.**

Municipal Court Judge Adams shared that the Municipal Court serves the cities of Lakewood, University Place, Steilacoom and DuPont and handles civil infractions, criminal misdemeanor and gross misdemeanor cases. She shared that in 2019 case filings totaled 27,332 and 17,354 hearings were held, 22% of the criminal cases filed were domestic violence and 5% were DUI related.

She reported that the 2019 accomplishments include receiving a \$450,000 federal grant to enhance the Veteran's Treatment Court program, the conversion of collection accounts and continuing to streamline departmental practices for increased efficiencies. She shared that the Veterans Treatment Court is continuing to grow with nine current participants and to date has had nine successful graduates of the program.

She then shared that in 2020 and beyond the Municipal Court will continue to expand the Veterans Treatment Court, explore options for a therapeutic, community or mental health court and a relicensing program. Discussion ensued.

### **Review of Washington Boulevard - Gravelly Lake Drive design project.**

City Manager Caulfield reported that the Washington Boulevard - Gravelly Lake Drive project has been fast tracked to be eligible and competitive for Defense Community Infrastructure Program (DCIP) funding.

Public Works Engineering Director Bucich reported that after an interview process Parametrix and BCRA have been selected to complete the design work for the corridor for \$1.9 Million. A contract will come forward for City Council approval on January 27<sup>th</sup> followed by preliminary design completion in March and final design expected by June 30, 2020. He shared that a public outreach plan will be created to communicate with property owners, businesses and utility companies. Discussion ensued.

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City Manager Caulfield reported that the City secured grant funding in the amount of \$40,000 for staff support and promotional activities for the 2020 Census.

He shared that last week the State Legislature convened and the cutoff date for bills to make it out of committee is February 7<sup>th</sup>. The City's highest priority is a request, in the amount of \$250,000, for a multimodal transportation study.

He complimented Communications Manager Grimley, the Clover Park School District and the YMCA for their work developing the Hidden Heroes campaign that

will recognize African American individuals from the Pacific Northwest throughout the month of February.

He shared that the City Council orientation of Joint Base Lewis McChord is scheduled for January 27<sup>th</sup> from 9:00 a.m. to 12:00 p.m.

He then shared that the Washington State Supreme Court reaffirmed the Department of Ecology's authority to regulate greenhouse gases and emissions. A second letter has been prepared to send to the Puget Sound Clean Air Agency in opposition of the agency's proposed clean fuel standards.

He reported that Representative Rick Larsen is still working on a bill regarding federal transportation funding for mid-size cities and it is expected to drop next week.

He reported that as a follow-up to the January 13<sup>th</sup> discussion related to SHB 1406 for affordable and supportive housing, if the City Council would like to consider a voter approved initiative on the April 28<sup>th</sup> ballot a Resolution and related documents would need to be submitted to Pierce County by February 28<sup>th</sup>. The cost to place an item on this ballot is estimated at \$167,000. Discussion ensued and it was requested that in addition to reviewing an Ordinance providing options for accessing SHB 1406 funds, a review of options and strategy's related to the 1/10<sup>th</sup> of 1% sales tax for chemical dependency and mental health be scheduled for a future study session.

He shared Puget Sound Regional Council is expected to take action on January 23<sup>rd</sup> to expand the Executive Board from 33 to 36 members. If approved the City of Lakewood will appoint an elected official to the seat.

He commended the day shift patrol Officers Arbiol, Beard, Pettit and Tenney who apprehended an individual who has been stealing batteries from vehicles.

He shared recommended agenda items for the upcoming joint meeting with the Clover Park School District (CPSD) Board of Directors which include an educated workforce, mental health services, partnerships, a joint use agreement for facilities and fields, the City's Build Your Better Here imaging campaign video, transportation and parks capital improvement projects and an economic development update.

He then announced the following upcoming meetings and events:

- January 28 and 29, Association of Washington Cities City Action Days, Olympia

**CITY COUNCIL COMMENTS**

Councilmember Moss shared that last week she provided remarks at the Dr. Martin Luther King, Jr. assembly at Harrison Preparatory School and an Equity and Inclusion event at Clover Park High School.

Councilmember Bocchi shared that last week he attended the Pierce County Regional Council meeting and the General Assembly will be held on February 20<sup>th</sup> at the Pierce County Skills Center in Puyallup.

Councilmember Farmer spoke about goal setting in advance of the joint meeting with the Clover Park School District Board.

Councilmember Brandstetter shared that tomorrow is South Sound 911's first meeting with the new Board of Directors and the agenda includes an update on the search for an Executive Director and a discussion regarding the addition of a third seat on the board for Pierce County. He also commented on the Tacoma News Tribune article related to the City's shopping cart legislation, shared that he testified in support of HB 2303 related to licensure requirements for military spouses, the approval of a contract with Perri Howard for the Colonial Plaza public art project and shared he will attend City Action Days on January 28<sup>th</sup> and 29<sup>th</sup>.

Deputy Mayor Whalen also commented on the approval of the contact with Perri Howard for the Colonial Plaza public art and an article in the Tacoma News Tribune related to shopping cart regulations. He shared that last week he attended Pierce County Regional Council meeting, the Horizons Economic Forecast Breakfast, training for the Point in Time count which will take place on January 23<sup>rd</sup> and 24<sup>th</sup> at various location throughout Pierce County and he presented the State of the City to the Cascade Group at the Tacoma Golf and Country Club.

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**Executive Session**

Deputy Mayor Whalen announced that Council will recess into Executive Session for approximately 15 minutes pursuant to RCW 42.30.110(1)(b) to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price. The council is not expected to take final action following the executive session.

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Council recessed into Executive Session at 9:57 p.m. and reconvened at 10:12 p.m.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 10:12 p.m.

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JASON WHALEN, DEPUTY MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK



## **LAKESWOOD CITY COUNCIL SPECIAL MEETING MINUTES**

Monday, January 27, 2020  
City of Lakewood  
City Council Chambers  
6000 Main Street SW  
Lakewood, WA 98499

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 6 – Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Linda Farmer and Paul Bocchi.

Councilmembers Excused: 1 – Mayor Don Anderson.

### **NEW BUSINESS**

**Motion No. 2020-06 Authorizing the execution of a professional services agreement with Parametrix, Inc., in an amount not to exceed \$1,937,728.00, for design services related to the JBLM-North Access Improvement project.**

COUNCILMEMBER SIMPSON MOVED TO ADOPT MOTION NO. 2020-06.  
SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND  
CARRIED UNANIMOUSLY.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 7:02 p.m.

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JASON WHALEN, DEPUTY MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK



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

Monday, January 27, 2020  
City of Lakewood  
City Council Chambers  
6000 Main Street SW  
Lakewood, WA 98499

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### **CALL TO ORDER**

Deputy Mayor Whalen called the meeting to order at 7:03 p.m.

### **ROLL CALL**

Councilmembers Present: 6 – Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Linda Farmer and Paul Bocchi.

Councilmembers Excused: 1 – Mayor Don Anderson.

### **ITEMS FOR DISCUSSION:**

#### **Lakewood Multicultural Coalition Update.**

Councilmember Mary Moss and members of the Lakewood Multicultural Coalition (LMCC) introduced themselves. Ms. Moss shared that the LMCC was created in 2016 to support diversity and inclusion in the community. Mr. Brandstetter, Treasurer shared that LMCC received \$2,000 from the City and highlighted the activities in which this funding contributed towards. Ms. Zemorah Murray, YMCA shared that the members participated and connected with the community at SummerFEST and the Farmers Market. Detective Bunton shared that LMCC partnered with the Clover Park School District on two inclusionary events connecting cops and students from Lochburn Middle School and Hudtloff Middle School. Ms. Moss then shared that the LMCC is planning a large celebration for the fall of 2020 which will include food and music.

#### **Build Your Better Here Campaign Update.**

Communications Manager Grimley reported that the goal of the imaging campaign is to create a cohesive and compelling campaign to overcome erroneous perceptions of Lakewood that also delivers results. She shared a 90 second promotional video and two digital ads that have been targeting builders and real estate developers. She shared that next steps in the campaign include expanding social media ads and creating dedicated landing pages to track their success. She reported that the videos reached 214,579 people in the month of December, 2019. The full social media roll out of the video will begin in February and then each

month a key topic will be focused on to meet the campaign objectives. Discussion ensued.

### **Review of 5-Year (2020-2024) Consolidated Plan and Annual Action Plan.**

Assistant City Manager for Development Services Bugher shared that the City is preparing of the 2020-2024 Consolidated Plan (ConPlan) and the 2020 Annual Action Plan along with the City of Tacoma. He then introduced Ms. Anna Ravindranath, Program Manager, Enterprise Advisors.

Ms. Ravindranath provided an overview of the scope of the plan. She shared that census data is reviewed to identify needs in the area of housing, once these needs are identified they are prioritized, aligned and acted upon. She highlighted the differences between fair and affordable housing. She shared that on April 20<sup>th</sup> a draft Con Plan will be presented to the City Council with the option for public comments at that time. Discussion ensued related innovative ways to use HOME funds, options for directing funding towards homelessness, infrastructure projects such as sidewalks and street lighting.

### **ITEMS TENTATIVELY SCHEDULED FOR THE FEBRUARY 3, 2020 REGULAR CITY COUNCIL MEETING:**

1. Joint Meeting with Clover Park School District Board.

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

#### **Review of Pierce Transit's Destination 2040 comment letter.**

City Manager Caulfield shared a draft letter to be submitted to Pierce Transit regarding the agency's Destination 2040 long range plan.

#### **Review of Puget Sound Clean Air Agency's proposed clean fuel standard comment letter, #2.**

City Manager Caulfield shared a draft letter to be submitted to the Puget Sound Clean Air Agency regarding the proposed clean fuel standards.

#### **Review of agenda for joint meeting with Clover Park School District Board.**

City Manager Caulfield then reviewed the draft agenda for the February 3<sup>rd</sup> meeting with the Clover Park School District Board of Directors. Discussion ensued.

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City Manager Caulfield shared that the Tacoma Pierce County Economic Development Board hosted a tour of Lakewood with EIS Aircraft, a supplier of Airbus, who looking for a location in Pierce County and Sound Transit is moving forward with a design build for a new maintenance facility although a storm water pipe will need to be relocated by the city pursuant to an easement agreement.



He shared that the Puget Sound Regional Council Executive Board formally approved the City of Lakewood and Port Orchard as members. Appointment of this delegate and alternate will come forward on February 18<sup>th</sup> for City Council consideration. The Executive Board meeting is held on the 4<sup>th</sup> of the month at 10:00 in Seattle. The next meeting is on February 27<sup>th</sup>.

He then shared that Police Week will take place on May 11<sup>th</sup> – May 15<sup>th</sup> this year and to kick it off on May 8<sup>th</sup> there is a 250 mile bicycle ride from New Jersey to Washington, D.C. to raise funds for the National Law Enforcement Memorial. Lakewood Police Officers will be participating in the race and as escorts and members of the Honor Guard.

He shared that Communications Manager Grimley has created webpages for the Onyx Drive and Veterans Drive projects.

He reported that a public hearing will on be held on February 5<sup>th</sup> at 10 a.m. regarding HB 2804 supporting reinstitution of the Local Revitalization Financing (LRF) tool, five Legislatures have signed on to support the request for multi modal transportation study, Representative Kilduff is working a bill this session to further tighten language regarding returning sex predators to their county of origin and he testified in support of rail safety.

He shared that beginning tomorrow he will attend the Association of Washington Cities (AWC), City Action Days in Olympia.

He then announced the following meetings and events:

- February 1, 10:00 a.m., Dr. Martin Luther King, Jr. Celebration, Harrison Preparatory School
- February 1, 5:00 p.m., Caring for Kids Happy Hearts Dinner and Auction, McGavick Conference Center

## **CITY COUNCIL COMMENTS**

Councilmember Bocchi commented on the JBLM tour that he attended this morning and the need for legislative reform related to the employment of military spouses.

Councilmember Brandstetter commented that the legislative coalition is working on a bill related to employment of military spouses and spoke about monitoring HB 2529, proposed by a King County representative, related to eliminating odd year elections. He shared that he attended the Lakewood Lions Crab Feed and shared that the Lions would again provide a scholarship to the City's nominee for the AWC Center for Quality Communities Scholarship. He shared that last week he attended the South Sound 911 board meeting where there was discussion regarding adding a board member, the new Communications Center and the recruitment for an Executive Director is moving forward and it is anticipated the selection of a finalist

will take place before the end of February. He shared that the the first City of Tacoma Tideflats Subarea Plan meeting will be held on February 20<sup>th</sup>.

Councilmember Moss shared that she attended the tour of JBLM this morning.

Councilmember Farmer shared that she also attended the tour of JBLM this morning and will be attending the Parks and Recreation Advisory Board meeting this week.

Deputy Mayor Whalen shared that last week he attended the Economic Development Board of Pierce County's annual meeting, participated in the Point in Time count to survey those who are homeless and a Kiwanis fundraiser at the McGavick Conference Center. He will be providing welcome remarks on Saturday at the Dr. Martin Luther King, Jr. event.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 10:03 p.m.

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JASON WHALEN, DEPUTY MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK



To: Mayor and City Councilmembers  
From: Tho Kraus, Assistant City Manager - Administrative Services  
Through: John J. Caulfield, City Manager  
Date: February 3, 2020  
Subject: Payroll Check Approval

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**Payroll Period(s):** December 16-31, 2019 and January 1-15, 2020

**Total Amount:** \$2,596,282.84

Checks Issued:

Check Numbers: 114198-1141202

Total Amount of Checks Issued: \$16,921.17

Electronic Funds Transfer:

Total Amount of EFT Payments: \$643,916.36

Direct Deposit:


Total Amount of Direct Deposit Payments: \$1,712,527.99

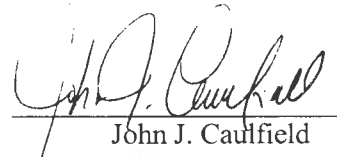
Federal Tax Deposit:

Total Amount of Deposit: \$222,917.32

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims are just and due obligations against the City of Lakewood, Washington, and that I am authorized to authenticate and certify said liens.

  
Dana Kapla  
Finance Supervisor

  
Tho Kraus  
Assistant City Manager  
Administrative Services

  
John J. Caulfield  
City Manager

**Payroll Distribution**  
**City of Lakewood**  
**Pay Period ending 12-16-19 thru 01-15-2020**

**Direct Deposit and ACH in the amount of :** \$2,579,361.67  
**Payroll Ck#'s 114198-114202 in the amount of :** \$16,921.17  
**Total Payroll Distribution:** \$2,596,282.84

**Employee Pay Total by Fund:**

<u>Fund 001 - General</u>	<u>Amount</u>
City Council	\$ 10,100.00
Municipal Court	\$ 68,518.77
City Manager	\$ 30,913.92
Administrative Services	\$ 88,660.55
Legal	\$ 56,988.24
Community and Economic Development	\$ 101,473.26
Parks, Recreation and Community Services	\$ 79,549.14
Police	\$ 1,100,632.01
Non-Departmental	\$ -
<b>General Fund Total</b>	<b>\$ 1,536,835.89</b>
Fund 101 - Street	\$ 55,854.40
Fund 102 - Real Estate Excise	\$ -
Fund 104 - Hotel / Motel Lodging Tax	\$ -
Fund 105 - Property Abatement/Rental Housing Safety Program	\$ 15,968.72
Fund 180 - Narcotics Seizure	\$ 1,263.91
Fund 181 - Felony Seizure	\$ -
Fund 182 - Federal Seizure	\$ -
Fund 190 - CDBG Grants	\$ 8,912.19
Fund 191 - Neighborhood Stabilization Program	\$ 157.58
Fund 192 - Office of Economic Adjustment/SSMCP	\$ 15,450.00
Fund 195 - Public Safety Grants	\$ 17,498.50
Fund 301 - Parks CIP	\$ 1,650.00
Fund 302 - Transportation CIP	\$ 54,030.12
Fund 311 - Sewer Capital Project	\$ 1,887.00
Fund 312 - Sanitary Sewer Connection Capital	\$ -
Fund 401 - Surface Water Management	\$ 59,200.69
Fund 502 - Property Management	\$ 13,800.01
Fund 503 - Information Technology	\$ 32,939.54
Fund 504 - Risk Management	\$ 1,004.48
<b>Other Funds Total</b>	<b>\$ 279,617.14</b>

<b>Employee Gross Pay Total</b>	<b>\$ 1,816,453.03</b>
<b>Benefits and Deductions:</b>	<b>\$ 779,829.81</b>
<b>Grand Total</b>	<b>\$ 2,596,282.84</b>



To: Mayor and City Councilmembers  
From: Tho Kraus, Assistant City Manager/Administrative Services  
Through: John J. Caulfield, City Manager  
Date: February 3, 2020  
Subject: Claims Voucher Approval

**Check Run Period:** December 19, 2019 – January 15, 2020

**Total Amount: \$ 3,522,368.17**

Checks Issued:

12/31/2019	Checks 92225-92277	\$ 58,645.84
01/02/2020	Checks 92278-92280	\$ 3,199.00
01/09/2020	Checks 92281	\$ 23,831.60
01/15/2020	Checks 92282-92404	\$ 421,467.32

EFT Checks Issued:

12/31/2019	Checks 15070-15113	\$ 327,373.85
01/02/2020	Checks 15114-15117	\$ 50,830.89
01/15/2020	Checks 15118-15203	\$ 2,639,757.57

Voided Checks:

12/24/2019	Check 92166	\$ 526.28
12/31/2019	Check 92269	\$ 1,880.62
01/08/2020	Check 91370	\$ 306.00
01/09/2020	Check 88077	\$ 25.00

**Grand Total \$ 3,522,368.17**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims are just and due obligations against the City of Lakewood, Washington, and that I am authorized to authenticate and certify said liens.

Dana Kapla  
Finance Supervisor

Tho Kraus  
Assistant City Manager/  
Administrative Services

John J. Caulfield  
City Manager

City of Lakewood - Accounts Payable Voucher Report

Heritage Bank							Page 1 of 44
Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>15070</b>	<b>12/31/2019</b>	<b>000005</b>		<b>ABC LEGAL MESSENGERS, INC,</b>			<b>\$5.00</b>
001.0000.06.515.30.41.001			12/5/2019	21090680	LG 12/05 Delivery	5.00	
<b>15071</b>	<b>12/31/2019</b>	<b>011713</b>		<b>ALLSTREAM,</b>			<b>\$901.24</b>
503.0000.04.518.80.42.001			12/8/2019	16551325	IT 12/08/19-01/07/20 Phone	901.24	
<b>15072</b>	<b>12/31/2019</b>	<b>007445</b>		<b>ASSOCIATED PETROLEUM PRODUCTS,</b>			<b>\$968.94</b>
501.0000.51.548.79.32.001			12/10/2019	0145644-IN	PKFL 11/28-12/10	85.03	
501.0000.51.548.79.32.002			12/10/2019	0145644-IN	PKFL 11/28-12/10	37.88	
501.0000.51.548.79.32.002			12/10/2019	0145644-IN	PKFL 11/28-12/10	28.60	
501.0000.51.548.79.32.002			12/10/2019	0145644-IN	PKFL 11/28-12/10	36.72	
501.0000.51.548.79.32.001			12/10/2019	0145644-IN	PKFL 11/28-12/10	104.35	
501.0000.51.548.79.32.001			12/10/2019	0145644-IN	PKFL 11/28-12/10	110.15	
501.0000.51.548.79.32.001			12/10/2019	0145644-IN	PKFL 11/28-12/10	80.39	
501.0000.51.548.79.32.001			12/10/2019	0145644-IN	PKFL 11/28-12/10	85.03	
501.0000.51.548.79.32.001			12/10/2019	0145644-IN	PKFL 11/28-12/10	83.48	
501.0000.51.548.79.32.002			12/10/2019	0145644-IN	PKFL 11/28-12/10	173.92	
501.0000.51.548.79.32.002			12/10/2019	0145644-IN	PKFL 11/28-12/10	100.88	
501.0000.51.548.79.32.002			12/10/2019	0145644-IN	PKFL 11/28-12/10	42.51	
<b>15073</b>	<b>12/31/2019</b>	<b>008226</b>		<b>BIO CLEAN INC,</b>			<b>\$357.18</b>
001.0000.15.521.10.41.001			12/12/2019	10535	PD 12/08 Decontamination - Hol	357.18	
<b>15074</b>	<b>12/31/2019</b>	<b>011701</b>		<b>BUENAVISTA SERVICES INC,</b>			<b>\$31,728.92</b>
502.0000.17.518.30.41.001			10/20/2019	6951	PK/PKFC AG 2017-153 10/19 Cust	4,524.20	
502.0000.17.521.50.48.001			10/20/2019	6951	PK/PKFC AG 2017-153 10/19 Cust	2,309.72	
502.0000.17.542.65.49.010			10/20/2019	6951	PK/PKFC AG 2017-153 10/19 Cust	1,098.96	
001.0000.11.576.81.41.001			10/20/2019	6951	PK/PKFC AG 2017-153 10/19 Cust	449.08	
502.0000.17.518.30.41.001			11/7/2019	7009	PKFC CH Carpet Cleaning, Floor	11,300.00	
502.0000.17.521.50.48.001			11/7/2019	7009	PKFC PD Carpet Cleaning & Floo	2,685.00	
502.0000.17.542.65.49.010			11/7/2019	7009	PKFC Lwd Station	580.00	
001.0000.11.576.81.41.001			11/7/2019	7009	PKFC O&M Carpet & Window Clean	400.00	
502.0000.17.518.30.41.001			12/20/2019	7112	PK/PKFC AG 2017-153 Custodial	4,524.20	
502.0000.17.521.50.48.001			12/20/2019	7112	PK/PKFC AG 2017-153 Custodial	2,309.72	
502.0000.17.542.65.49.010			12/20/2019	7112	PK/PKFC AG 2017-153 Custodial	1,098.96	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.81.41.001			12/20/2019	7112	PK/PKFC AG 2017-153 Custodial	449.08	
<b>15075</b>	<b>12/31/2019</b>	<b>010262</b>		<b>CENTURYLINK,</b>			<b>\$2,460.53</b>
503.0000.04.518.80.42.001			12/16/2019	206-T01-1710 414B	IT 12/16/19-01/16/20 Phone	853.48	
503.0000.04.518.80.42.001			12/16/2019	206-T01-4100 666B	IT 12/16/19-01/16/20 Phone	853.48	
503.0000.04.518.80.42.001			12/16/2019	253-582-0174 486B	IT 12/16/19-01/16/20 Phone	232.93	
503.0000.04.518.80.42.001			12/16/2019	253-582-0669 467B	IT 12/16/19-01/16/20 Phone	222.78	
503.0000.04.518.80.42.001			12/16/2019	253-582-1023 738B	IT 12/16/19-01/16/20 Phone	66.99	
503.0000.04.518.80.42.001			12/16/2019	253-582-7426 582B	IT 12/16/19-01/16/20 Phone	108.88	
503.0000.04.518.80.42.001			12/16/2019	253-582-9966 584B	IT 12/15/19-01/16/20 Phone	121.99	
<b>15076</b>	<b>12/31/2019</b>	<b>000536</b>		<b>CITY TREASURER CITY OF TACOMA,</b>			<b>\$1,425.55</b>
101.0000.11.542.63.47.006			12/12/2019	100349546 12/12/19	PKST 10/10-12/11 7210 BPW W -	60.28	
101.0000.11.542.64.47.005			12/12/2019	100351985 12/12/19	PKST 10/10-12/11 7500 BPW SW #	220.23	
101.0000.11.542.63.47.006			12/17/2019	100415564 12/17/19	PKST 11/13-12/13 9450 Steil Bl	36.00	
101.0000.11.542.63.47.006			12/17/2019	100415566 12/17/19	PKST 11/13-12/13 9000 Steil Bl	96.14	
101.0000.11.542.63.47.006			12/17/2019	100415597 12/17/19	PKST 11/13-12/13 10000 Steil B	56.19	
101.0000.11.542.63.47.006			12/17/2019	100471519 12/17/19	PKST 11/13-12/13 8312 87th St	40.26	
101.0000.11.542.64.47.005			12/17/2019	101086773 12/17/19	PKST 11/13-12/13 9550 Steil Bl	18.99	
101.0000.11.542.64.47.005			12/18/2019	101085191 12/18/19	PKST 10/16-12/17 6802 Steil Bl	103.50	
101.0000.11.542.64.47.005			12/20/2019	100228921 12/20/19	PKST 10/18-12/19 7702 Steil Bl	43.09	
101.0000.11.542.63.47.006			12/20/2019	10042983912/20/19	PKST 10/18-12/19 7198 Steil Bl	51.22	
101.0000.11.542.64.47.005			12/20/2019	100665891 12/20/19	PKST 11/20-12/20 7309 Onyx Dr	18.77	
101.0000.11.542.64.47.005			12/13/2019	100432466 12/13/19	PKST 10/11-12/12 5911 112th St	4.01	
101.0000.11.542.63.47.006			12/13/2019	100440754 12/13/19	PKST 11/08-12/11 7211 BPW W #S	23.38	
101.0000.11.542.63.47.006			12/13/2019	100440755 12/13/19	PKST 10/10-12/11 7001 BPW W #S	53.96	
101.0000.11.542.64.47.005			12/13/2019	100475269 12/13/19	PKST 10/10-12/11 6621 BPW W #S	3.29	
101.0000.11.542.64.47.005			12/13/2019	100475274 12/13/19	PKST 10/10-12/11 6401 Flanagan	4.01	
101.0000.11.542.63.47.006			12/13/2019	100898201 12/13/19	PKST 11/08-12/11 7729 BPW W	191.44	
101.0000.11.542.64.47.005			12/13/2019	100905390 12/13/19	PKST 10/10-12/11 7429 BPW W	91.49	
101.0000.11.542.64.47.005			12/24/2019	100228754 12/24/19	PKST 10/22-12/23 11199 GLD SW	53.76	
101.0000.11.542.64.47.005			12/24/2019	100228973 12/24/19	PKST 10/22-12/23 10699 GLD SW	54.62	
101.0000.11.542.64.47.005			12/24/2019	100254732 12/24/19	PKST 11/21-12/23 11023 GLD SW	22.01	
101.0000.11.542.64.47.005			12/24/2019	100707975 12/24/19	PKST 11/21-12/23 7403 Lkwd Dr	39.46	
101.0000.11.542.64.47.005			12/26/2019	100228664 12/26/19	PKST 10/23-12/24 7500 Steil Bl	68.61	
101.0000.11.542.64.47.005			12/26/2019	100463704 12/26/19	PKST 10/23-12/24 8211 Phillips	4.01	
101.0000.11.542.64.47.005			12/26/2019	100463705 12/26/19	PKST 10/23-12/24 7912 Phillips	4.01	
101.0000.11.542.64.47.005			12/26/2019	100463706 12/26/19	PKST 10/23-12/24 7902 Steil Bl	4.01	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.64.47.005			12/26/2019	100463728 12/26/19	PKST 10/23-12/24 10227 GLD SW	4.01	
101.0000.11.542.64.47.005			12/26/2019	100463794 12/26/19	PKST 10/23-12/24 7621 Steil Bl	4.01	
101.0000.11.542.63.47.006			12/26/2019	101088135 12/26/19	PKST 10/23-12/24 8104 Phillips	50.79	
<b>15077</b>	<b>12/31/2019</b>	<b>000100</b>		<b>CLOVER PARK TECHNICAL COLLEGE,</b>			<b>\$240.00</b>
001.0000.11.571.20.45.004			12/9/2019	97837	PKRC 12/04 Employee Recognitio	240.00	
<b>15078</b>	<b>12/31/2019</b>	<b>010391</b>		<b>DEPT OF ENTERPRISE SERVICES,</b>			<b>\$165.30</b>
001.0000.11.576.80.35.001			12/12/2019	15118967	PKFC Snowmaster Machine	165.30	
<b>15079</b>	<b>12/31/2019</b>	<b>010648</b>		<b>DIAMOND MARKETING SOLUTIONS,</b>			<b>\$1,375.55</b>
001.0000.99.518.40.42.002			12/23/2019	12/19 Postage	ND 12/19 Replenish Postage	1,287.36	
311.0000.01.535.30.42.002			12/23/2019	12/19 Postage	PWSC 12/19 Postage Est.	88.19	
<b>15080</b>	<b>12/31/2019</b>	<b>011891</b>		<b>GSO DELIVERY SERVICE INC,</b>			<b>\$635.99</b>
001.0000.99.518.40.42.002				4068727 Credit Memo	ND Credit For 11/11 & 11/29	-70.67	
001.0000.99.518.40.42.002			11/30/2019	4068727	ND 11/19 Mail P/U	706.66	
<b>15081</b>	<b>12/31/2019</b>	<b>011900</b>		<b>HEMISPHERE DESIGN INC,</b>			<b>\$10,000.00</b>
001.9999.13.558.70.41.001			11/12/2019	COL191112	ED AG 2019-108 11/01 Build You	10,000.00	
<b>15082</b>	<b>12/31/2019</b>	<b>012411</b>		<b>HERRERA-VELASQUEZ, MURIEL</b>			<b>\$1,960.00</b>
001.9999.11.565.10.41.020			12/31/2019	12	PKHS AG 2019-168 12/16-12/31 L	1,960.00	
<b>15083</b>	<b>12/31/2019</b>	<b>004036</b>		<b>HORIZON AUTOMATIC RAIN CO,</b>			<b>\$138.41</b>
001.0000.11.542.70.31.001			12/17/2019	3N106598	PKST Supplies	138.41	
<b>15084</b>	<b>12/31/2019</b>	<b>007151</b>		<b>HORST, RUDY</b>			<b>\$262.20</b>
001.0000.11.569.50.41.001			12/20/2019	11/25-12/16/19	PKSR 11/25-12/16 Instructor	262.20	
<b>15085</b>	<b>12/31/2019</b>	<b>011937</b>		<b>KEATING, BUCKLIN &amp; MCCORMACK,</b>			<b>\$309.78</b>
001.0000.06.515.30.41.001			12/13/2019	13499	LG 11/19 Lkwd Deja Vu TRO	309.78	
<b>15086</b>	<b>12/31/2019</b>	<b>000299</b>		<b>LAKEVIEW LIGHT &amp; POWER CO.,</b>			<b>\$27,891.68</b>
101.0000.11.542.64.47.005			12/14/2019	67044-004 12/14/19	PKST 11/10-12/10 108th St SW &	76.81	
101.0000.11.542.64.47.005			12/14/2019	67044-010 12/14/19	PKST 11/10-12/10 108th St SW &	70.74	
101.0000.11.542.64.47.005			12/14/2019	67044-017 12/14/19	PKST 11/10-12/10 112th St SW &	70.56	
101.0000.11.542.64.47.005			12/14/2019	67044-030 12/14/19	PKST 11/10-12/10 112th ST SW &	77.52	
101.0000.11.542.63.47.006			12/14/2019	67044-072 12/14/19	PKST 11/10-12/10 11302 Kendric	138.67	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
502.0000.17.542.65.47.005			12/14/2019	67044-073 12/14/19	PKFC 11/10-12/10 11420 Kendric	568.54	
101.0000.11.542.63.47.006			12/10/2019	181	PKST LED St. Lts.	7,958.20	
101.0000.11.542.64.47.005			12/7/2019	67044-002 12/07/19	PKST 11/03/19-12/03/19 Pac Hwy	79.75	
101.0000.11.542.64.47.005			12/7/2019	67044-012 12/07/19	PKST 11/03-12/03 Hwy 512 & STW	108.77	
101.0000.11.542.63.47.006			12/7/2019	67044-014 12/07/19	PKST 11/07-12/07 Hwy 512 & STW	91.54	
101.0000.11.542.64.47.005			12/7/2019	67044-031 12/07/19	PKST 11/03-12/03 84th St S & S	70.37	
101.0000.11.542.64.47.005			12/7/2019	67044-032 12/07/19	PKST 11/03-12/03 100th ST SW &	89.12	
001.0000.11.576.80.47.005			12/7/2019	67044-048 12/07/19	PKFC 11/03-12/03 2716 84th St	27.71	
101.0000.11.542.64.47.005			12/7/2019	67044-050 12/07/19	PKST 11/03-12/03 LKWD Dr SW/St	81.00	
101.0000.11.542.64.47.005			12/7/2019	67044-053 12/07/19	PKST 11/03-12/03 4648 Steil Bl	60.65	
101.0000.11.543.50.47.005			12/7/2019	67044-074 12/07/19	PKST 11/03-12/03 9424 Front S	508.35	
001.0000.11.576.80.47.005			12/7/2019	67044-075 12/07/19	PKFC 11/03-12/03 8807 25th Ave	105.29	
101.0000.11.542.64.47.005			12/7/2019	67044-078 12/07/19	PKST 11/03-12/03 100th St SW &	167.96	
101.0000.11.542.64.47.005			12/7/2019	67044-079 12/07/19	PKST 11/03-12/03 96th St S & S	134.39	
101.0000.11.542.64.47.005			12/7/2019	67044-080 12/07/19	PKST 11/03-12/03 8802 STW	82.52	
101.0000.11.542.64.47.005			12/7/2019	67044-081 12/07/19	PKST 11/03-12/03 3601 Steil Bl	78.86	
101.0000.11.542.63.47.006			12/7/2019	67044-083 12/07/19	PKST 11/03-12/03 40th & 100th	109.66	
101.0000.11.542.64.47.005			12/7/2019	67044-084 12/07/19	PKST 11/03-12/03 Steil & LKVV	82.07	
101.0000.11.542.63.47.006			12/7/2019	67044-085 12/07/19	PKST 11/03-12/03 26th & 88th S	47.07	
101.0000.11.542.63.47.006			12/7/2019	67044-087 12/07/19	PKST 11/03-12/03 123rd & BPW S	85.29	
101.0000.11.542.64.47.005			12/17/2019	67044-016 12/07/19	PKST 11/03-12/03 40th Ave SW	65.38	
101.0000.11.542.63.47.006			12/16/2019	183	PKST Jointly Owned Poles	6,499.89	
502.0000.17.521.50.47.005			12/21/2019	117448-001 12/21/19	PKFC 11/17-12/17 LKWD Police S	8,727.98	
101.0000.11.542.64.47.005			12/21/2019	67044-001 12/21/19	PKST 11/17-12/17 100th St SW &	71.80	
101.0000.11.542.64.47.005			12/21/2019	67044-003 12/21/19	PKST 11/17-12/17 Motor Ave & W	90.38	
101.0000.11.542.64.47.005			12/21/2019	67044-005 12/21/19	PKST 11/17-12/17 BP Wy SW & Lk	81.00	
101.0000.11.542.64.47.005			12/21/2019	67044-006 12/21/19	PKST 11/17-12/17 108th St SW &	73.06	
101.0000.11.542.64.47.005			12/21/2019	67044-019 12/21/19	PKST 11/17-12/17 BPW SW & 100t	76.63	
101.0000.11.542.64.47.005			12/21/2019	67044-020 12/21/19	PKST 11/17-12/17 59th AVE SW &	95.37	
101.0000.11.542.64.47.005			12/21/2019	67044-022 12/21/19	PKST 11/17-12/21 GLD SW & BPW	101.81	
101.0000.11.542.64.47.005			12/21/2019	67044-024 12/21/19	PKST 11/17-12/17 GLD SW & Stei	70.47	
001.0000.11.576.80.47.005			12/21/2019	67044-034 12/21/19	PKFC 11/17-12/17 10506 Russell	41.28	
101.0000.11.542.63.47.006			12/21/2019	67044-039 12/21/19	PKST 11/17-12/17 5700 100th St	58.96	
101.0000.11.542.64.47.005			12/21/2019	67044-044 12/21/19	PKST 11/17-12/17 100th SW & LK	78.23	
101.0000.11.542.64.47.005			12/21/2019	67044-046 12/21/19	PKST 11/17-12/17 10013 GLD SW	230.37	
101.0000.11.542.64.47.005			12/21/2019	67044-047 12/21/19	PKST 11/17-12/17 59th Ave SW &	78.23	
001.0000.11.576.80.47.005			12/21/2019	67044-063 12/21/19	PKFC 11/17-12/17 6002 Fairlawn	131.98	
101.0000.11.542.64.47.005			12/21/2019	67044-064 12/21/19	PKST 11/17-12/17 93rd St SW &	63.77	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.64.47.005			12/21/2019	67044-082 12/21/19	PKST 11/17-12/17 GLD & Mt Tac	210.18	
101.0000.11.542.63.47.006			12/21/2019	67044-086 12/21/19	PKST 11/17-12/17 6119 Motor Av	73.50	
<b>15087</b>	<b>12/31/2019</b>	<b>000288</b>		<b>LAKESIDE HARDWARE &amp; PAINT INC,</b>			<b>\$357.05</b>
001.0000.11.576.80.31.001			12/11/2019	602812	PKFC Supplies	357.05	
<b>15088</b>	<b>12/31/2019</b>	<b>000298</b>		<b>LAKESIDE TOWING,</b>			<b>\$592.37</b>
001.0000.15.521.10.41.070			12/16/2019	207955	PD 12/16 Towing	235.19	
501.0000.51.548.79.48.005			12/17/2019	202190	PKFL Car Maint	148.37	
501.0000.51.548.79.48.005			12/17/2019	204854	PKFL Car Maint	131.88	
001.0000.15.521.10.41.070			12/11/2019	207737	PD 12/11 Towing	76.93	
<b>15089</b>	<b>12/31/2019</b>	<b>011494</b>		<b>MARTIN, BRIAN</b>			<b>\$552.50</b>
503.0005.04.518.80.41.001			12/20/2019	1809	IT Web, Video, Online Trng	552.50	
<b>15090</b>	<b>12/31/2019</b>	<b>009219</b>		<b>MCCAMMENT &amp; ROGERS,</b>			<b>\$1,100.00</b>
001.0000.13.558.70.41.001			12/12/2019	2494	ED 12/12 Consulting	1,100.00	
<b>15091</b>	<b>12/31/2019</b>	<b>009724</b>		<b>MILES RESOURCES LLC,</b>			<b>\$23,587.33</b>
302.0053.21.595.30.63.001			12/23/2019	AG 2019-092 PP # 4	PWCP 2019-092 09/14-09/30 123r	23,587.33	
<b>15092</b>	<b>12/31/2019</b>	<b>000366</b>		<b>NORTHWEST CASCADE INC,</b>			<b>\$40,634.87</b>
302.0063.21.595.30.63.001			12/23/2019	AG 2019-071 PP # 6	PWCP AG 2019-071 09/14-11/22 C	36,238.87	
311.0004.21.594.35.63.001			12/20/2019	AG 2019-123 PP # 4	PWSC AG 2019-123 11/21-12/20 N	4,396.00	
<b>15093</b>	<b>12/31/2019</b>	<b>012500</b>		<b>O'REILLY AUTO PARTS,</b>			<b>\$96.62</b>
101.0000.11.544.90.31.001			12/17/2019	2863-436063	PKST Supplies	96.62	
<b>15094</b>	<b>12/31/2019</b>	<b>000407</b>		<b>PIERCE COUNTY,</b>			<b>\$12,837.00</b>
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	112.50	
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	111.50	
311.0000.01.535.30.41.001			12/5/2019	CI-279756	PWSC 11/19 Recording Fees	819.00	
401.0000.41.531.10.41.001			12/5/2019	CI-279756	PWSW 11/19 Recording Fees	117.50	
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	112.50	
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	109.50	
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	127.50	
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	123.50	
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	121.50	
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	123.50	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	121.50	
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	113.50	
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	114.50	
105.0001.07.559.20.41.001			12/5/2019	CI-279756	AB 11/19 Recording Fees	111.50	
001.0000.11.569.50.45.004			11/1/2019	CI-273596	PKSR 11/19 Senior Center Lease	5,248.75	
001.0000.11.569.50.45.004			12/1/2019	CI-273597	PKSR 12/19 Senior Center Lease	5,248.75	
<b>15095</b>	<b>12/31/2019</b>	<b>000428</b>		<b>PIERCE COUNTY SEWER,</b>			<b>\$107.23</b>
001.0000.11.576.80.47.004			12/15/2019	00162489 12/15/19	PKFC 11/19 American Lk N Park	54.57	
001.0000.11.576.80.47.004			12/15/2019	00936570 12/15/19	PKFC 11/19 6002 Fairlawn DR SW	26.33	
001.0000.11.576.80.47.004			12/15/2019	01032275 12/15/19	PKFC 11/19 8421 Pine St S	26.33	
<b>15096</b>	<b>12/31/2019</b>	<b>010630</b>		<b>PRINT NW,</b>			<b>\$380.62</b>
001.0000.07.558.60.49.005			12/19/2019	D26889001	CD Inspection Rpt Forms	380.62	
<b>15097</b>	<b>12/31/2019</b>	<b>007183</b>		<b>PRO-VAC,</b>			<b>\$2,928.09</b>
502.0000.17.518.35.48.001			11/1/2019	57904	PKFC Clean Pond at CH	2,928.09	
<b>15098</b>	<b>12/31/2019</b>	<b>009761</b>		<b>PUGET SOUND SPECIALTIES INC,</b>			<b>\$2,140.85</b>
001.0000.11.542.70.31.030			12/12/2019	26773	PKST/PKFC Fertilizer	1,070.42	
001.0000.11.576.81.31.030			12/12/2019	26773	PKST/PKFC Supplies	1,070.43	
<b>15099</b>	<b>12/31/2019</b>	<b>010522</b>		<b>RICOH USA INC,</b>			<b>\$46.56</b>
503.0000.04.518.80.45.002			12/20/2019	5058385381	IT 11/21-12/20 Add'l Images	29.89	
503.0000.04.518.80.45.002			12/18/2019	5058348756	IT 11/18-12/17 Add'l Images	16.67	
<b>15100</b>	<b>12/31/2019</b>	<b>009723</b>		<b>SHERIDAN, SELINDA</b>			<b>\$439.80</b>
001.0000.11.569.50.41.001			12/20/2019	11/06-12/13/19	PKSR 11/06-12/13 Instructor	439.80	
<b>15101</b>	<b>12/31/2019</b>	<b>012410</b>		<b>SOLON, LISA</b>			<b>\$1,400.00</b>
001.9999.11.565.10.41.020			12/31/2019	12	PKHS AG 2019-169 12/16-12/31 L	1,400.00	
<b>15102</b>	<b>12/31/2019</b>	<b>000066</b>		<b>SOUND UNIFORM SOLUTIONS,</b>			<b>\$34.71</b>
001.0000.15.521.22.31.008			12/5/2019	201912SU065	PD Jumpsuit Repair: Osness	34.71	
<b>15103</b>	<b>12/31/2019</b>	<b>000516</b>		<b>SPRINT,</b>			<b>\$120.47</b>
503.0000.04.518.80.42.001			12/18/2019	482477812-145	IT 11/15-12/14 Phone	120.47	
<b>15104</b>	<b>12/31/2019</b>	<b>009493</b>		<b>STAPLES ADVANTAGE,</b>			<b>\$356.47</b>

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001.0000.07.558.60.31.001			12/12/2019	3433547277	CD/PWST Supplies	96.72	
101.0000.21.544.20.31.001			12/12/2019	3433547277	CD/PWST Supplies	113.96	
401.0000.41.531.10.31.001			12/12/2019	3433547278	PWSW Supplies	8.78	
001.0000.15.521.10.31.001			12/6/2019	3433100230	PD Office Supplies	101.24	
105.0002.07.559.20.31.001			12/5/2019	3433013478	CD Office Supplies	35.77	
<b>15105</b>	<b>12/31/2019</b>	<b>012473</b>		<b>STEUCKE ENVIRONMENTAL SVCS LLC,</b>			<b>\$15,444.00</b>
192.0006.07.558.60.41.001			12/15/2019	10/15-12/15/19	SSMP AG 2019-164 10/15-12/15	15,444.00	
<b>15106</b>	<b>12/31/2019</b>	<b>006497</b>		<b>SYSTEMS FOR PUBLIC SAFETY,</b>			<b>\$26,699.83</b>
501.0000.51.521.10.48.005			12/16/2019	36652	PDFL Other	2,337.98	
501.0000.51.521.10.48.005			12/16/2019	36654	PDFL Oil Change	77.35	
501.0000.51.521.10.48.005			12/16/2019	36654	PDFL Safety Inspection	278.20	
501.0000.51.521.10.48.005			12/16/2019	36654	PDFL Brakes	485.85	
501.0000.51.521.10.48.005			12/16/2019	36654	PDFL Battery	447.98	
501.0000.51.521.10.48.005			12/16/2019	36654	PDFL Other	102.42	
501.0000.51.521.10.48.005			12/16/2019	36654	PDFL Wipers	29.25	
501.0000.51.521.10.48.005			12/16/2019	36654	PDFL Tires	851.61	
501.0000.51.521.10.48.005			12/16/2019	36659	PDFL Oil Change	86.07	
501.0000.51.521.10.48.005			12/16/2019	36659	PDFL Safety Inspection	20.82	
501.0000.51.521.10.48.005			12/16/2019	36659	PDFL Other	24.12	
501.0000.51.521.10.48.005			12/16/2019	36659	PDFL Tire	48.85	
001.0000.02.523.30.48.005			12/16/2019	36669	PDFL Hose	236.24	
501.0000.51.521.10.48.005			12/16/2019	36672	PDFL Tire	385.67	
501.0000.51.521.10.48.005			12/16/2019	36675	PDFL Battery	281.77	
501.0000.51.521.10.48.005			12/16/2019	36675	PDFL Transmission	540.99	
501.0000.51.521.10.48.005			12/16/2019	36675	PDFL Engine	225.52	
501.0000.51.521.10.48.005			12/16/2019	36690	PDFL Electrical	32.98	
501.0000.51.521.10.48.005			12/16/2019	36691	PDFL Tire Repair	157.67	
501.0000.51.521.10.48.005			12/16/2019	36693	PDFL Other	29.43	
181.0000.15.521.21.48.005			12/16/2019	36694	PDFL Oil Change	73.47	
181.0000.15.521.21.48.005			12/16/2019	36694	PDFL Safety Inspection	20.56	
181.0000.15.521.21.48.005			12/16/2019	36694	PDFL Other	23.85	
501.0000.51.521.10.48.005			12/16/2019	36703	PDFL Oil Change	120.26	
501.0000.51.521.10.48.005			12/16/2019	36703	PDFL Safety Inspection	472.03	
501.0000.51.521.10.48.005			12/16/2019	36703	PDFL Other	307.18	
501.0000.51.521.10.48.005			12/16/2019	36703	PDFL Wipers	32.19	
501.0000.51.521.10.48.005			12/16/2019	36710	PDFL Other	29.43	

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501.9999.51.594.21.64.005			12/20/2019	35969	PDFL New Build	8,442.87	
501.0000.51.521.10.48.005			12/20/2019	36668	PDFL Electrical	1,752.77	
501.0000.51.521.10.48.005			12/20/2019	36685	PDFL Diagnostics	29.43	
501.0000.51.521.10.48.005			12/20/2019	36707	PDFL Exhaust	214.38	
501.0000.51.521.10.48.005			12/20/2019	36707	PDFL Electrical	69.78	
501.0000.51.521.10.48.005			12/20/2019	36707	PDFL Other	26.91	
501.0000.51.521.10.48.005			12/20/2019	36739	PDFL Oil Change	84.82	
501.0000.51.521.10.48.005			12/20/2019	36739	PDFL Safety Inspection	20.84	
501.0000.51.521.10.48.005			12/20/2019	36739	PDFL Tire Rotation	30.19	
501.0000.51.521.10.48.005			12/20/2019	36754	PDFL Other	49.05	
501.0000.51.521.10.48.005			12/17/2019	36662	PDFL Safety Inspection	122.67	
501.0000.51.521.10.48.005			12/17/2019	36662	PDFL Steering	1,712.45	
501.0000.51.521.10.48.005			12/17/2019	36662	PDFL Electrical	34.79	
501.0000.51.521.10.48.005			12/17/2019	36662	PDFL Other	949.26	
501.0000.51.521.10.48.005			12/17/2019	36662	PDFL Tires	52.21	
501.0000.51.521.10.48.005			12/17/2019	36671	PDFL Heater	566.49	
501.0000.51.521.10.48.005			12/17/2019	36671	PDFL Battery	241.17	
501.0000.51.521.10.48.005			12/17/2019	36673	PDFL Oil Change	29.53	
501.0000.51.521.10.48.005			12/17/2019	36673	PDFL Safety Inspection	1,347.59	
501.0000.51.521.10.48.005			12/17/2019	36673	PDFL Steering	1,348.57	
501.0000.51.521.10.48.005			12/17/2019	36673	PDFL Electrical	97.49	
501.0000.51.521.10.48.005			12/17/2019	36673	PDFL Alignment	96.85	
501.0000.51.521.10.48.005			12/17/2019	36673	PDFL Tire Rotation	168.54	
501.0000.51.521.10.48.005			12/17/2019	36673	PDFL Wipers	50.14	
501.0000.51.521.10.48.005			12/17/2019	36673	PDFL Other	21.74	
501.0000.51.521.10.48.005			12/17/2019	36681	PDFL Oil Change	89.43	
501.0000.51.521.10.48.005			12/17/2019	36681	PDFL Safety Inspection	24.18	
501.0000.51.521.10.48.005			12/17/2019	36681	PDFL Other	44.51	
501.0000.51.521.10.48.005			12/17/2019	36681	PDFL Steering	731.36	
501.0000.51.521.10.48.005			12/17/2019	36681	PDFL Alignment	98.91	
501.0000.51.521.10.48.005			12/17/2019	36688	PDFL Oil Change	88.58	
501.0000.51.521.10.48.005			12/17/2019	36688	PDFL Safety Inspection	23.34	
501.0000.51.521.10.48.005			12/17/2019	36688	PDFL Other	181.16	
501.0000.51.521.10.48.005			12/17/2019	36721	PDFL Tire Repair	98.09	
<b>15107</b>	<b>12/31/2019</b>	<b>012507</b>		<b>TIGER OAK MEDIA INC,</b>			<b>\$2,400.00</b>
104.0007.01.557.30.44.001			12/16/2019	2019-226447	HM Wa Lake Dist Ad	2,400.00	

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<b>15108</b>	<b>12/31/2019</b>	<b>011708</b>		<b>TOTAL FILTRATION SERVICES INC,</b>			<b>\$666.61</b>
502.0000.17.521.50.31.001			10/29/2019	PSV1977496	PKFC Supplies	666.61	
<b>15109</b>	<b>12/31/2019</b>	<b>010945</b>		<b>TRANSPO GROUP USA INC,</b>			<b>\$27,988.32</b>
192.0006.07.558.60.41.001			12/20/2019	24121	SSMP AG 2019-153 Thru 12/06 An	27,988.32	
<b>15110</b>	<b>12/31/2019</b>	<b>000593</b>		<b>WASHINGTON STATE TREASURER,</b>			<b>\$1,190.50</b>
001.0000.02.237.10.00.004			12/23/2019	11/19 Bldg. Code	MC 11/19 State Bldg. Code	1,190.50	
<b>15111</b>	<b>12/31/2019</b>	<b>010530</b>		<b>WELLS, TYLER</b>			<b>\$114.84</b>
503.0000.04.518.80.43.003			12/9/2019	12/09/19 Mileage	IT 12/09 Mileage Reimb	114.84	
<b>15112</b>	<b>12/31/2019</b>	<b>006166</b>		<b>WESTERN TOWING SERVICES,</b>			<b>\$76.93</b>
001.0000.15.521.10.41.070			12/19/2019	31218	PD 12/17 Towing	76.93	
<b>15113</b>	<b>12/31/2019</b>	<b>011031</b>		<b>XIOLOGIX LLC,</b>			<b>\$84,254.01</b>
503.0037.04.594.14.41.001			12/18/2019	7365	IT ShieldX	37,000.00	
503.0037.04.594.14.41.001			12/18/2019	7365	Sales Tax	3,663.00	
503.0019.04.518.80.35.003			12/18/2019	7366	IT DPS Recoverpoint for VM	18,632.25	
503.0000.04.518.80.41.001			12/18/2019	7366	IT Prof Services to install	1,400.00	
503.0019.04.518.80.35.003			12/18/2019	7366	Sales Tax	1,844.59	
503.0000.04.518.80.41.001			12/18/2019	7366	Sales Tax	138.60	
503.0037.04.594.14.41.001			12/18/2019	7367	IT Fortinac for network securi	19,632.00	
503.0037.04.594.14.41.001			12/18/2019	7367	Sales Tax	1,943.57	
<b>15114</b>	<b>1/2/2020</b>	<b>000046</b>		<b>ASSOC OF WASHINGTON CITIES,</b>			<b>\$37,941.49</b>
504.0000.09.518.11.41.001			11/23/2019	78658	RM 2020 Drug & Alcohol Consort	585.00	
504.0000.09.518.12.41.001			11/23/2019	78822	RM 2020 Retro Rating Program	37,356.49	
<b>15115</b>	<b>1/2/2020</b>	<b>011718</b>		<b>LEARNING TO LEAD, LLC,</b>			<b>\$12,640.00</b>
001.0000.15.521.10.41.001			11/25/2019	20	PD TRAIL 3.1 Instructor Fee	12,640.00	
<b>15116</b>	<b>1/2/2020</b>	<b>000446</b>		<b>PUGET SOUND CLEAN AIR AGENCY,</b>			<b>\$140.00</b>
001.0000.11.576.81.41.001			11/18/2019	20202569	PKFC 2020 8802 Dresden Lane SW	140.00	
<b>15117</b>	<b>1/2/2020</b>	<b>000153</b>		<b>TYLER TECHNOLOGIES INC,</b>			<b>\$109.40</b>
503.0000.04.518.80.49.004			12/15/2019	020-22825	IT 01/15-02/14 CaseloadPRO	109.40	
<b>15118</b>	<b>1/15/2020</b>	<b>011591</b>		<b>911 SUPPLY INC,</b>			<b>\$112.20</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.30.31.008			12/23/2019	83761	PD Pants: D. Tenney	112.20	
<b>15119</b>	<b>1/15/2020</b>	<b>000005</b>		<b>ABC LEGAL SERVICES LLC,</b>			<b>\$203.00</b>
001.0000.06.515.30.41.001			12/23/2019	21092647	LG 12/20 Legal Messenger Deliv	8.00	
001.0000.06.515.30.41.001			12/24/2019	6475263.100	LG/PD 12/19 Monthly Retainer	97.50	
001.0000.15.521.10.41.001			12/24/2019	6475263.100	LG/PD 12/19 Monthly Retainer	97.50	
<b>15120</b>	<b>1/15/2020</b>	<b>007445</b>		<b>ASSOCIATED PETROLEUM PRODUCTS,</b>			<b>\$9,512.72</b>
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	101.55	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	185.20	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	95.50	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	156.27	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	204.67	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	95.76	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	131.27	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	116.02	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	47.09	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	162.32	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	118.38	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	242.29	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	66.82	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	13.42	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	22.89	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	189.41	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	42.88	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	110.75	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	304.38	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	97.86	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	21.05	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	199.41	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	34.20	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	63.14	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	141.80	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	59.19	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	73.92	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	64.19	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	158.37	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	101.28	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	56.04	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	28.15	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	28.41	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	31.83	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	142.06	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	250.71	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	169.68	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	102.86	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	211.25	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	135.22	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	192.31	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	240.19	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	37.09	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	43.67	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	16.31	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	82.87	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	155.48	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	85.50	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	173.89	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	32.10	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	29.73	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	207.30	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	71.03	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	76.29	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	151.27	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	137.85	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	45.51	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	84.71	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	29.99	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	154.42	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	36.04	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	29.46	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	37.62	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	67.08	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	40.78	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	100.23	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	185.47	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	114.44	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	191.52	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	178.10	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	176.26	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	36.83	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	44.46	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	33.94	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	71.56	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	40.78	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	63.93	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	78.66	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	164.42	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	89.45	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	43.14	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	33.94	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	98.13	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	98.13	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	116.54	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	45.78	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	51.04	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	63.66	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	26.31	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	61.30	
180.0000.15.521.21.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	38.15	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	33.41	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	35.52	
180.0000.15.521.21.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	80.24	
180.0000.15.521.21.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	124.96	
180.0000.15.521.21.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	26.57	
180.0000.15.521.21.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	35.52	
501.0000.51.521.10.32.001			12/10/2019	0145064-IN	PDFL 11/27-12/10	94.35	
<b>15121</b>	<b>1/15/2020</b>	<b>006119</b>		<b>BCRA,</b>			<b>\$28,836.39</b>
302.0138.21.595.12.41.001			1/10/2020	26117	PWCP AG 2019-113 12/19 Onyx Dr	28,836.39	
<b>15122</b>	<b>1/15/2020</b>	<b>009926</b>		<b>CASCADE RIGHT-OF-WAY SVCS LLC,</b>			<b>\$30,470.00</b>
302.0060.21.595.20.41.001			1/6/2020	LW 100 20.1	PWCP AG 2019-112 Thru 12/31/19	11,610.00	
302.0024.21.595.15.41.001			1/6/2020	LW Phillips 20.1	PWCP AG 2018-152 Thru 12/31 RO	18,860.00	
<b>15123</b>	<b>1/15/2020</b>	<b>012461</b>		<b>CECIL, ROBERT</b>			<b>\$576.98</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.41.001			12/12/2019	LPD1	PD Range Debris Removal	576.98	
<b>15124</b>	<b>1/15/2020</b>	<b>010262</b>		<b>CENTURYLINK,</b>			<b>\$289.67</b>
503.0000.04.518.80.42.001			12/14/2019	253-589-8734 340B	IT 12/14/19-01/14/20 Phone	156.18	
503.0000.04.518.80.42.001			12/23/2019	206-T31-6789 758B	IT 12/23/19-01/23/20 Phone	83.14	
503.0000.04.518.80.42.001			12/19/2019	253-588-4697 855B	IT 12/19/19-01/19/20 Phone	50.35	
<b>15125</b>	<b>1/15/2020</b>	<b>002120</b>		<b>CHICAGO TITLE CO,</b>			<b>\$274.80</b>
190.4005.52.559.32.41.001			1/8/2020	0163867-TR/1	CD Recording Fees/ Loan Policy	274.80	
<b>15126</b>	<b>1/15/2020</b>	<b>003883</b>		<b>CHUCKALS INC,</b>			<b>\$147.12</b>
001.0000.11.569.50.31.001			12/31/2019	1008027-0	PKSR Supplies	85.64	
001.0000.11.569.50.31.001			12/20/2019	1007534-0	PKSR Supplies	61.48	
<b>15127</b>	<b>1/15/2020</b>	<b>000536</b>		<b>CITY TREASURER CITY OF TACOMA,</b>			<b>\$20,255.26</b>
001.0000.15.521.10.49.020			11/26/2019	90938203	PD Radio Svc	1,570.35	
101.0000.11.542.63.47.006			12/30/2019	100218262 12/30/19	PKST 11/26-12/27 10601 Main St	83.19	
101.0000.11.542.63.47.006			12/30/2019	100218270 12/30/19	PKST 11/26-12/27 10602 Main St	12.75	
101.0000.11.542.64.47.005			12/30/2019	100218275 12/30/19	PKST 11/25-12/27 10511 GLD SW	81.68	
502.0000.17.518.35.47.005			1/8/2020	100113209 01/08/20	PKFC 10/25-12/27 6000 Main St	16,112.73	
101.0000.11.542.64.47.005			1/3/2020	100230603 01/03/20	PKST 10/30/19-01/02/20 7429 Cu	53.96	
101.0000.11.542.63.47.006			1/3/2020	100230616 01/03/20	PKST 10/30/19-01/02/20 7400 Cu	72.44	
101.0000.11.542.63.47.006			1/2/2020	100223530 01/02/20	PKST 11/28-12/31 9315 GLD SW	2,171.79	
101.0000.11.542.63.47.006			1/2/2020	100230265 01/02/20	PKST 10/29-12/31 8200 Tac Mall	56.46	
101.0000.11.542.64.47.005			1/2/2020	100233510 01/02/20	PKST 10/29-12/31 2310 84th St	39.91	
<b>15128</b>	<b>1/15/2020</b>	<b>005786</b>		<b>CLASSY CHASSIS,</b>			<b>\$112.67</b>
501.0000.51.521.10.48.005			12/31/2019	4765	PD Car Maint	112.67	
<b>15129</b>	<b>1/15/2020</b>	<b>012294</b>		<b>COLLINS WOERMAN CO,</b>			<b>\$14,093.75</b>
001.9999.13.558.70.41.001			6/30/2019	009200	ED AG 2019-010 05/19-06/30 WSD	14,093.75	
<b>15130</b>	<b>1/15/2020</b>	<b>012028</b>		<b>DAY WIRELESS SYSTEMS,</b>			<b>\$181.11</b>
001.0000.15.521.70.41.001			12/23/2019	502920	PD 12/03 Calibration	181.11	
<b>15131</b>	<b>1/15/2020</b>	<b>010648</b>		<b>DIAMOND MARKETING SOLUTIONS,</b>			<b>\$100.00</b>
001.0000.99.518.40.42.002			1/1/2020	306574	ND 12/19 Daily Mail	100.00	
<b>15132</b>	<b>1/15/2020</b>	<b>011987</b>		<b>FEDERAL EASTERN INTERNATIONAL,</b>			<b>\$1,839.81</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.02.523.30.31.008			12/5/2019	513167	PD/Courts - 1 - Vision Carrier	922.32	
001.0000.02.523.30.31.008			12/5/2019	513167	PD/Courts - 1 - Vision Carrier	117.72	
001.0000.02.523.30.31.008			12/5/2019	513167	PD/Courts - 1 - Thor Shield	66.42	
001.0000.02.523.30.31.008			12/5/2019	513167	PD/Courts - 1 - Speed Plate 8x	120.96	
001.0000.02.523.30.31.008			12/5/2019	513167	Sales Tax	121.51	
195.0009.15.521.30.35.010			9/20/2019	511887	PD - Tacoma Carrier & Placards	220.86	
195.0009.15.521.30.35.010			9/20/2019	511887	PD - Muti-access Comm Radio TA	41.16	
195.0009.15.521.30.35.010			9/20/2019	511887	PD - Double Cuff TACO	26.88	
195.0009.15.521.30.35.010			9/20/2019	511887	PD - Double Pistole TACO	39.48	
195.0009.15.521.30.35.010			9/20/2019	511887	PD - Duty Single Pistol TACO	31.08	
195.0009.15.521.30.35.010			9/20/2019	511887	PD - Extended Pistol TACO	26.88	
195.0009.15.521.30.35.010			9/20/2019	511887	PD - Stun Gun TACO	40.32	
195.0009.15.521.30.35.010			9/20/2019	511887	freight	20.00	
195.0009.15.521.30.35.010			9/20/2019	511887	Sales Tax	1.97	
195.0009.15.521.30.35.010			9/20/2019	511887	Sales Tax	21.87	
195.0009.15.521.30.35.010			9/20/2019	511887	Sales Tax	4.08	
195.0009.15.521.30.35.010			9/20/2019	511887	Sales Tax	2.66	
195.0009.15.521.30.35.010			9/20/2019	511887	Sales Tax	3.91	
195.0009.15.521.30.35.010			9/20/2019	511887	Sales Tax	3.08	
195.0009.15.521.30.35.010			9/20/2019	511887	Sales Tax	2.66	
195.0009.15.521.30.35.010			9/20/2019	511887	Sales Tax	3.99	
<b>15133</b>	<b>1/15/2020</b>	<b>009253</b>		<b>FERGUSON WATERWORKS,</b>			<b>\$174.84</b>
401.0000.11.531.10.31.001			12/10/2019	0836707	PKSW Grate	174.84	
<b>15134</b>	<b>1/15/2020</b>	<b>009689</b>		<b>FLO HAWKS,</b>			<b>\$230.79</b>
401.0000.11.531.10.48.001			12/6/2019	66084775	PKSW 12/06 Drain Cleaning 1132	230.79	
<b>15135</b>	<b>1/15/2020</b>	<b>008185</b>		<b>FOOD CONNECTION,</b>			<b>\$4,604.40</b>
001.0000.11.565.10.41.020			1/9/2020	Q4/19	PKHS AG 2019-042 Q4/19 Mobile	4,604.40	
<b>15136</b>	<b>1/15/2020</b>	<b>012528</b>		<b>GINDY, RAFIK</b>			<b>\$139.00</b>
001.0000.07.558.50.49.001			1/9/2020	0052-5199-5500	CD 12/20 Passed ICC CBO Cert E	139.00	
<b>15137</b>	<b>1/15/2020</b>	<b>011891</b>		<b>GLS US,</b>			<b>\$671.33</b>
001.0000.99.518.40.42.002				4092144 Credit Memo	ND Credit For 12/27 & 12/31 Mi	-70.67	
001.0000.99.518.40.42.002			12/31/2019	4092144	ND 12/19 Mail P/U	742.00	
<b>15138</b>	<b>1/15/2020</b>	<b>007965</b>		<b>GORDON THOMAS HONEYWELL,</b>			<b>\$7,793.76</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.03.513.10.41.001			12/31/2019	Dec19 1014	CM AG 2018-189 12/19 Gov'tl Af	4,869.79	
192.0000.00.558.60.41.001			12/31/2019	Dec19 1185	SSMP AG 2019-121 12/19 Gov'tl	2,923.97	
<b>15139</b>	<b>1/15/2020</b>	<b>011496</b>		<b>HAYWOOD, ALAN</b>			<b>\$1,500.00</b>
301.0019.11.594.76.41.001			12/31/2019	313	PKFC Tree Risk Assessment	1,500.00	
<b>15140</b>	<b>1/15/2020</b>	<b>012308</b>		<b>HONEY BUCKET,</b>			<b>\$85.00</b>
001.0000.02.523.30.47.004			1/16/2020	0551357959	MC 12/16/19-01/12/20 Sani-Can	85.00	
<b>15141</b>	<b>1/15/2020</b>	<b>011300</b>		<b>HORWATH LAW PLLC,</b>			<b>\$29,741.50</b>
001.0000.02.512.51.41.004			1/10/2020	12/19	MC 12/19 Public Defender & 13	44,510.00	
001.9999.02.512.51.41.001			1/10/2020	12/19	MC 12/19 Social Wkr, OPD Grant	10,788.10	
001.0000.02.512.51.41.004				12/19	MC 2017-2019 Repayment	-25,556.60	
<b>15142</b>	<b>1/15/2020</b>	<b>000234</b>		<b>HUMANE SOCIETY FOR TACOMA &amp; PC,</b>			<b>\$5,061.70</b>
001.0000.15.554.30.41.008			12/31/2019	IVC0002147	PD AG 2019-030 12/19 Animal Sh	5,061.70	
<b>15143</b>	<b>1/15/2020</b>	<b>012490</b>		<b>IDEAL SUPPLY INC,</b>			<b>\$1,162.91</b>
001.0000.15.521.26.31.020			12/16/2019	100244	PD Alum Day Box	700.00	
001.0000.15.521.26.31.020			12/16/2019	100244	freight	358.15	
001.0000.15.521.26.31.020			12/16/2019	100244	Sales Tax	104.76	
<b>15144</b>	<b>1/15/2020</b>	<b>008301</b>		<b>IN TIME RENOVATIONS LLC,</b>			<b>\$12,381.33</b>
190.4005.52.559.32.41.001			1/5/2020	1231	CDBG MHR-158 Russell Change Or	4,604.81	
190.0000.00.223.40.00.000			1/5/2020	1231	CDBG MHR-158 Russell Retainage	7,776.52	
<b>15145</b>	<b>1/15/2020</b>	<b>000299</b>		<b>LAKEVIEW LIGHT &amp; POWER CO.,</b>			<b>\$3,003.58</b>
101.0000.11.542.64.47.005			1/7/2020	67044-002 01/07/20	PKST 12/03/19-01/04/20 Pac Hwy	83.06	
101.0000.11.542.64.47.005			1/7/2020	67044-012 01/07/20	PKST 12/03/19-01/04/20 Hwy 512	117.60	
101.0000.11.542.63.47.006			1/7/2020	67044-014 01/07/20	PKST 12/07/19-01/07/20 Hwy 512	91.54	
101.0000.11.542.64.47.005			1/7/2020	67044-016 01/07/20	PKST 12/03/19-01/04/20 40th Av	67.62	
101.0000.11.542.64.47.005			1/7/2020	67044-031 01/07/20	PKST 12/03/19-01/04/20 84th St	73.14	
101.0000.11.542.64.47.005			1/7/2020	67044-032 01/07/20	PKST 12/03/19-01/04/20 100th S	94.22	
001.0000.11.576.80.47.005			1/7/2020	67044-048 01/07/20	PKFC 12/03/19-01/04/20 2716 84	27.87	
101.0000.11.542.64.47.005			1/7/2020	67044-050 01/07/20	PKST 12/03/19-01/04/20 LKWD Dr	84.40	
101.0000.11.542.64.47.005			1/7/2020	67044-053 01/07/20	PKST 12/03/19-01/04/20 4648 St	62.62	
101.0000.11.543.50.47.005			1/7/2020	67044-074 01/07/20	PKST 12/03/19-01/04/20 9424 Fr	653.68	
001.0000.11.576.80.47.005			1/7/2020	67044-075 01/07/20	PKFC 12/03/19-01/04/20 8807 25	119.25	
101.0000.11.542.64.47.005			1/7/2020	67044-078 01/07/20	PKST 12/03/19-01/04/20 100th S	187.07	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.64.47.005			1/7/2020	67044-079 01/07/20	PKST 12/03/19-01/04/20 96th St	146.53	
101.0000.11.542.64.47.005			1/7/2020	67044-080 01/07/20	PKST 12/03/19-01/04/20 8802 ST	86.36	
101.0000.11.542.64.47.005			1/7/2020	67044-081 01/07/20	PKST 12/03/19-01/04/20 3601 St	82.34	
101.0000.11.542.63.47.006			1/7/2020	67044-083 01/07/20	PKST 12/03/19-01/04/20 40th &	121.90	
101.0000.11.542.64.47.005			1/7/2020	67044-084 01/07/20	PKST 12/03/19-01/04/20 Steil &	87.16	
101.0000.11.542.63.47.006			1/7/2020	67044-085 01/07/20	PKST 12/03/19-01/04/20 26th &	48.41	
101.0000.11.542.63.47.006			1/7/2020	67044-087 01/07/20	PKST 12/03/19-01/04/20 123rd &	91.18	
101.0000.11.542.64.47.005			12/28/2019	67044-028 12/28/19	PKST 11/24-12/24 Pac Hwy SW &	77.52	
401.0000.41.531.10.47.005			12/28/2019	67044-037 12/28/19	PWSW 11/24-12/24 Pac Hwy SW	51.00	
101.0000.11.542.64.47.005			12/28/2019	67044-038 12/28/19	PKST 11/24-12/24 BP Way & Pac	74.75	
001.0000.11.576.80.47.005			12/28/2019	67044-041 12/28/19	PKFC 11/24-12/24 4721 127th St	40.61	
101.0000.11.542.64.47.005			12/28/2019	67044-043 12/28/19	PKST 11/24-12/24 BPW SW & San	155.82	
101.0000.11.542.64.47.005			12/28/2019	67044-054 12/28/19	PKST 11/24-12/24 11417 Pac Hwy	72.88	
101.0000.11.542.64.47.005			12/28/2019	67044-055 12/28/19	PKST 11/24-12/24 11424 Pac Hwy	74.48	
101.0000.11.542.64.47.005			12/28/2019	67044-056 12/28/19	PKST 11/24-12/24 11517 Pac Hwy	77.16	
401.0000.41.531.10.47.005			12/28/2019	67044-057 12/28/19	PWSW 11/24-12/24 5118 Seattle	53.41	
<b>15146</b>	<b>1/15/2020</b>	<b>000288</b>		<b>LAKESWOOD HARDWARE &amp; PAINT INC,</b>			<b>\$9.54</b>
001.0000.11.576.80.31.001			12/26/2019	604051	PKFC Supplies	9.54	
<b>15147</b>	<b>1/15/2020</b>	<b>003008</b>		<b>LARSEN SIGN CO,</b>			<b>\$598.96</b>
180.0000.15.521.21.48.005			12/13/2019	26361	PD Car Maint	598.96	
<b>15148</b>	<b>1/15/2020</b>	<b>002296</b>		<b>LEXIS NEXIS,</b>			<b>\$683.58</b>
503.0000.04.518.80.49.004			12/31/2019	3092406623	IT 12/19 LexisNexis	683.58	
<b>15149</b>	<b>1/15/2020</b>	<b>002185</b>		<b>LOWE'S COMPANIES INC,</b>			<b>\$843.35</b>
101.0000.11.542.64.31.001			12/13/2019	943535	PKST Supplies	68.78	
502.0000.17.518.35.31.001			12/11/2019	923053	PKFC Supplies	14.97	
401.0000.11.531.10.31.001			12/11/2019	924732	PKSW Supplies	47.98	
502.0000.17.542.65.31.001			12/9/2019	923540	PKFC Supplies	30.79	
001.0000.11.576.81.31.001			12/20/2019	923079	PKFC Supplies	53.42	
502.0000.17.518.35.31.001			12/16/2019	923141	PKFC Supplies	93.38	
502.0000.17.518.35.31.001			12/2/2019	923987	PKFC Supplies	266.05	
502.0000.17.518.35.31.001			12/5/2019	923770	PKFC Supplies	39.14	
502.0000.17.518.35.31.001			11/26/2019	9231045	PKFC Supplies	81.75	
101.0000.11.542.64.31.001			11/27/2019	923140	PKST Supplies	147.09	
<b>15150</b>	<b>1/15/2020</b>	<b>010314</b>		<b>MALLORY SAFETY &amp; SUPPLY LLC,</b>			<b>\$1,001.63</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.9999.15.521.26.35.010			12/1/2019	4757326	PD Avon General Face Respirato	522.99	
001.9999.15.521.26.35.010			12/1/2019	4757326	PD Avon General Face Respirato	388.41	
001.9999.15.521.26.35.010			12/1/2019	4757326	Sales Tax	51.78	
001.9999.15.521.26.35.010			12/1/2019	4757326	Sales Tax	38.45	
<b>15151</b>	<b>1/15/2020</b>	<b>009724</b>		<b>MILES RESOURCES LLC,</b>			<b>\$7.52</b>
101.0000.11.542.30.49.018			12/23/2019	303822	PKST Disposal	7.52	
<b>15152</b>	<b>1/15/2020</b>	<b>012006</b>		<b>NORTHEAST ELECTRIC LLC,</b>			<b>\$63,102.32</b>
504.0000.09.518.39.48.001			12/20/2019	AG 2019-177 PP # 2	RM AG 2019-177 12/01-12/20 Cit	66,423.50	
504.0000.00.223.40.00.000			12/20/2019	AG 2019-177 PP # 2	RM AG 2019-177 Retainage	-3,321.18	
<b>15153</b>	<b>1/15/2020</b>	<b>000366</b>		<b>NORTHWEST CASCADE INC,</b>			<b>\$4,070.00</b>
001.0000.22.237.20.00.000			12/31/2019	AG 2019-123 PP # 5	PWSC AG 2019-123 Release For C	4,070.00	
<b>15154</b>	<b>1/15/2020</b>	<b>007033</b>		<b>PARAMETRIX,</b>			<b>\$184,681.69</b>
302.0134.21.595.12.41.001			12/27/2019	15377	PWCP AG 2019-076 Thru 11/30 Ve	146,502.16	
302.0134.21.595.12.41.001			10/24/2019	13843	PWCP AG 2019-076 Thru 10/05 Ve	38,179.53	
<b>15155</b>	<b>1/15/2020</b>	<b>000407</b>		<b>PIERCE COUNTY,</b>			<b>\$55,736.18</b>
001.0000.15.521.10.41.125			1/8/2020	CI-280141	PD 11/19 Jail Services	22,967.07	
001.0000.15.521.10.49.005			12/31/2019	CI-281074	PD 12/19 Printing Chgs (DV Pam	2,340.65	
101.0000.11.542.64.41.001			12/31/2019	CI-281088	PKST 12/19 TRAFFIC OPS MAINT S	8,093.46	
311.0000.01.535.30.41.001			12/31/2019	CI-281118	PWSC 12/19 Recording Fees	78.00	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	209.00	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	208.00	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	208.00	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	208.00	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	208.00	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	113.50	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	104.50	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	114.50	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	116.50	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	112.50	
105.0001.07.559.20.41.001			12/31/2019	CI-281118	AB 12/19 Recording Fees	120.50	
001.0000.06.514.40.41.001			12/31/2019	CI-281637	LG Auditor Election/Voter Main	20,534.00	
<b>15156</b>	<b>1/15/2020</b>	<b>000428</b>		<b>PIERCE COUNTY SEWER,</b>			<b>\$426.95</b>
502.0000.17.518.35.47.004			1/2/2020	00870307 01/02/20	PKFC 12/19 6000 Main St SW	195.79	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
502.0000.17.521.50.47.004			1/2/2020	01360914 01/02/20	PKFC 12/19 9401 Lkwd Dr SW	92.22	
001.0000.11.576.81.47.004			1/2/2020	01431285 01/02/20	PKFC 12/19 8200 87th Ave SW	96.93	
101.0000.11.543.50.47.004			1/2/2020	01552201 01/02/20	PKST 12/19 9420 Front St S	42.01	
<b>15157</b>	<b>1/15/2020</b>	<b>007183</b>		<b>PRO-VAC,</b>			<b>\$54,066.85</b>
401.0000.11.531.10.48.001			12/31/2019	35297582	PKSW 12/19 Contract Cleaning	13,749.24	
401.0000.11.531.10.48.001			12/31/2019	35764099	PKSW 12/19 Emergency Call In L	9,724.97	
401.0000.11.531.10.48.001			11/30/2019	34741586	PKSW 11/19 Contract Cleaning &	15,835.79	
401.0000.11.531.10.48.001			11/30/2019	34879891 11/19	PKSW 11/19 Contract Cleaning	13,412.85	
401.0000.11.531.10.48.001			11/30/2019	57996	PKSW 11/18 Hydro Excavate	1,344.00	
<b>15158</b>	<b>1/15/2020</b>	<b>007505</b>		<b>REDFLEX TRAFFIC SYSTEMS INC,</b>			<b>\$32,240.00</b>
001.0000.15.521.71.41.080			12/31/2019	INVI-2004	PD 12/19 Photo Enforcement	32,240.00	
<b>15159</b>	<b>1/15/2020</b>	<b>010522</b>		<b>RICOH USA INC,</b>			<b>\$24.69</b>
503.0000.04.518.80.45.002			12/21/2019	5058393825	IT 11/26-12/25 Add'l Images	24.69	
<b>15160</b>	<b>1/15/2020</b>	<b>011932</b>		<b>ROBERT W. DROLL,</b>			<b>\$35,691.25</b>
301.0003.11.594.76.41.001			12/31/2019	18021-15	PK AG 2018-115 10/02-12/31 Har	35,691.25	
<b>15161</b>	<b>1/15/2020</b>	<b>012387</b>		<b>SITE WORKSHOP,</b>			<b>\$34,455.60</b>
301.0014.11.594.76.41.001			1/7/2020	5840	PK AG 2019-118 12/19 Ft. Steil	34,455.60	
<b>15162</b>	<b>1/15/2020</b>	<b>012410</b>		<b>SOLON, LISA</b>			<b>\$66.90</b>
001.9999.11.565.10.41.020			1/8/2020	11/12-12/03/19	PKHS Lkwd's Choice Project Vap	66.90	
<b>15163</b>	<b>1/15/2020</b>	<b>000066</b>		<b>SOUND UNIFORM SOLUTIONS,</b>			<b>\$1,157.10</b>
001.0000.15.521.22.31.008			12/27/2019	201912SU353	PD Name Tag: N. Teclemariam	41.88	
001.0000.15.521.22.31.008			12/23/2019	201912SU261	PD Jumpsuit, Name Tag, Patches	1,115.22	
<b>15164</b>	<b>1/15/2020</b>	<b>010656</b>		<b>SOUTH SOUND 911,</b>			<b>\$162,577.50</b>
001.0000.15.521.10.41.126			11/1/2019	03353	PD 11/19 Communication Svcs	125,770.87	
001.0000.15.521.10.41.126			11/1/2019	03353	PD 11/19 Core Technology Svcs	23,734.13	
001.0000.15.521.10.41.126			11/1/2019	03353	PD 11/19 Full Records Svcs	7,284.13	
001.0000.15.521.10.41.126			11/1/2019	03353	PD 11/19 Warrant Svcs	5,788.37	
<b>15165</b>	<b>1/15/2020</b>	<b>002881</b>		<b>SPRAGUE PEST SOLUTIONS CO,</b>			<b>\$154.82</b>
502.0000.17.518.35.41.001			12/24/2019	4024149	PKFC 12/24 Pest Control CH	64.81	
001.0000.11.576.81.41.001			12/24/2019	4025346	PKFC 12/24 Pest Control 9115 A	90.01	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>15166</b>	<b>1/15/2020</b>	<b>009493</b>		<b>STAPLES ADVANTAGE,</b>			<b>\$1,598.69</b>
001.0000.02.512.50.31.001			12/24/2019	3434449767	MC Supplies	54.71	
001.0000.02.512.50.31.001			12/24/2019	3434449768	MC Supplies	16.22	
001.0000.04.514.20.31.001			12/24/2019	3434449770	FN Supplies	135.18	
001.0000.04.514.20.31.001			12/24/2019	3434449771	FN Supplies	2.09	
001.0000.02.512.50.31.001			12/27/2019	3434586259	MC Supplies	43.26	
001.0000.02.512.50.31.001			12/20/2019	343188111	MC Supplies	26.69	
001.0000.02.512.50.31.001			12/20/2019	3434188110	MC Supplies	395.38	
001.0000.02.512.50.31.001			12/20/2019	3434188112	MC Supplies	24.72	
001.0000.07.558.60.31.001			12/18/2019	3434027145	CD Supplies	51.59	
001.0000.15.521.10.31.001			12/18/2019	3434027146	PD Supplies	170.35	
001.0000.15.521.10.31.001			12/18/2019	3434027147	PD Supplies	82.82	
001.0000.07.558.60.31.001			12/19/2019	3434098779	CD Supplies	13.83	
001.0000.07.558.60.31.001				3434098777	CD Return Supplies	-14.64	
001.0000.99.518.40.31.001			12/12/2019	3433547279	ND Supplies	243.45	
001.0000.06.515.31.31.001			12/12/2019	3433547280	LG Supplies	109.16	
001.0000.15.521.10.31.001			12/14/2019	3433831650	PD Supplies	90.04	
001.0000.15.521.10.31.001			12/14/2019	3433831652	PD Supplies	153.84	
<b>15167</b>	<b>1/15/2020</b>	<b>009030</b>		<b>STERICYCLE INC,</b>			<b>\$10.36</b>
001.0000.15.521.10.41.001			12/31/2019	3004950213	PD 12/19 On Call Svc	10.36	
<b>15168</b>	<b>1/15/2020</b>	<b>002458</b>		<b>SUMMIT LAW GROUP,</b>			<b>\$7,692.00</b>
001.0000.06.515.30.41.001			12/17/2019	109551	LG 11/19 General Labor	1,368.00	
001.0000.06.515.30.41.001			12/17/2019	109664	LG 11/19 R Taylor Arbitration	6,324.00	
<b>15169</b>	<b>1/15/2020</b>	<b>009243</b>		<b>SURPLUS AMMO &amp; ARMS, LLC,</b>			<b>\$4,561.08</b>
001.0000.15.521.26.31.020			12/31/2019	19-0282	PD Flash-bang Reload Training	1,416.45	
001.0000.15.521.26.31.020			12/31/2019	19-0282	freight	69.00	
001.0000.15.521.26.31.020			12/31/2019	19-0282	Sales Tax	147.06	
001.0000.15.521.26.31.020			12/31/2019	19-0304	PD Flash-Bang, Aluminum Body	1,157.88	
001.0000.15.521.26.31.020			12/31/2019	19-0304	PD Flash-Bang, Aluminum Body	1,385.88	
001.0000.15.521.26.31.020			12/31/2019	19-0304	freight	121.00	
001.0000.15.521.26.31.020			12/31/2019	19-0304	Sales Tax	263.81	
<b>15170</b>	<b>1/15/2020</b>	<b>006497</b>		<b>SYSTEMS FOR PUBLIC SAFETY,</b>			<b>\$11,228.48</b>
501.0000.51.521.10.48.005			1/9/2020	36539	PDFL Oil Change	86.09	
501.0000.51.521.10.48.005			1/9/2020	36539	PDFL Safety Inspection	20.84	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.48.005			1/9/2020	36539	PDFL Tires	48.87	
501.0000.51.521.10.48.005			1/9/2020	36539	PDFL Other	25.51	
501.0000.51.521.10.48.005			1/3/2020	36422	PDFL Other	3,209.85	
501.0000.51.521.10.48.005			1/3/2020	36422	PDFL Electrical	1,871.56	
501.0000.51.521.10.48.005			1/3/2020	36422	PDFL Battery	686.22	
501.0000.51.521.10.48.005			1/3/2020	36729	PDFL Oil Change	88.51	
501.0000.51.521.10.48.005			1/3/2020	36729	PDFL Safety Inspection	23.26	
501.0000.51.521.10.48.005			1/3/2020	36729	PDFL Wheel	514.21	
501.0000.51.521.10.48.005			1/3/2020	36729	PDFL Other	235.37	
501.0000.51.521.10.48.005			1/3/2020	36729	PDFL Alignment	97.99	
501.0000.51.521.10.48.005			1/3/2020	36729	PDFL Tires	51.29	
501.0000.51.521.10.48.005			1/3/2020	36770	PD Car Maint	557.95	
501.0000.51.521.10.48.005			1/3/2020	36781	PD Car Maint	91.03	
501.0000.51.521.10.48.005			1/3/2020	36783	PD Car Maint	286.37	
501.0000.51.521.10.48.005			1/3/2020	36784	PD Car Maint	49.05	
501.0000.51.521.10.48.005			1/3/2020	36795	PD Car Maint	107.75	
501.0000.51.521.10.48.005			1/3/2020	36799	PDFL Oil Change	93.09	
501.0000.51.521.10.48.005			1/3/2020	36799	PDFL Brakes	224.01	
501.0000.51.521.10.48.005			1/3/2020	36799	PDFL Electrical	531.84	
501.0000.51.521.10.48.005			1/3/2020	36804	PD Car Maint	73.57	
501.0000.51.521.10.48.005			12/24/2019	36663	PD Car Maint	1,158.08	
501.0000.51.521.10.48.005			12/24/2019	36759	PD Car Maint	29.43	
501.0000.51.521.10.48.005			8/21/2019	36045	PD Car Maint	1,066.74	
<b>15171</b>	<b>1/15/2020</b>	<b>000535</b>		<b>TACOMA COMMUNITY HOUSE,</b>			<b>\$4,393.66</b>
001.0000.11.565.10.41.020			1/3/2020	Q4/19	PKHS AG 2019-073 Q4/19 Client	4,393.66	
<b>15172</b>	<b>1/15/2020</b>	<b>000540</b>		<b>TACOMA RUBBER STAMP,</b>			<b>\$17.86</b>
001.0000.01.511.60.31.001			12/27/2019	I-652407-1	CC Supplies	17.86	
<b>15173</b>	<b>1/15/2020</b>	<b>010940</b>		<b>VELOCITY SYSTEMS,</b>			<b>\$21,199.71</b>
001.0000.15.521.26.35.010			12/19/2019	46712	PD BZ Stand-Alone Rifle Plate	7,600.00	
001.0000.15.521.26.35.010			12/19/2019	46712	PD BZ Stand-Alone Rifle Plate	1,900.00	
001.0000.15.521.26.35.010			12/19/2019	46712	PD BZ Stand-Alone Rifle Side P	9,790.00	
001.0000.15.521.26.35.010			12/19/2019	46712	Sales Tax	752.40	
001.0000.15.521.26.35.010			12/19/2019	46712	Sales Tax	188.10	
001.0000.15.521.26.35.010			12/19/2019	46712	Sales Tax	969.21	
<b>15174</b>	<b>1/15/2020</b>	<b>011512</b>		<b>WA STATE DEPT OF CORRECTIONS,</b>			<b>\$125.31</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.41.001			9/30/2019	0919-20-11220-WC	PD 09/19 Work Crew	125.31	
<b>15175</b>	<b>1/15/2020</b>	<b>009957</b>		<b>WASHINGTON TRACTOR INC,</b>			<b>\$1,661.19</b>
001.0000.11.576.80.35.001			12/16/2019	1986411	PKFC Blowers	1,661.19	
<b>15176</b>	<b>1/15/2020</b>	<b>001272</b>		<b>ZUMAR INDUSTRIES INC,</b>			<b>\$987.52</b>
101.0000.11.542.64.31.001			12/30/2019	31167	PKST Signs	721.12	
101.0000.11.542.64.31.001			1/3/2020	31254	PKST Sign Supplies	266.40	
<b>15177</b>	<b>1/15/2020</b>	<b>011591</b>		<b>911 SUPPLY INC,</b>			<b>\$1,382.48</b>
001.0000.15.521.30.31.008			1/6/2020	84195	PD Pants, Shirt: Fitzgerald	203.84	
001.0000.15.521.22.31.008			1/8/2020	84343	PD Holsters: Russell	1,178.64	
<b>15178</b>	<b>1/15/2020</b>	<b>000046</b>		<b>ASSOC OF WASHINGTON CITIES,</b>			<b>\$43,444.00</b>
001.0000.99.518.40.49.001			11/23/2019	78526	ND 2020 AWC City Membership	43,444.00	
<b>15179</b>	<b>1/15/2020</b>	<b>010262</b>		<b>CENTURYLINK,</b>			<b>\$73.76</b>
503.0000.04.518.80.42.001			1/1/2020	253-584-2263 463B	IT 01/01-02/01 Phone	73.76	
<b>15180</b>	<b>1/15/2020</b>	<b>000536</b>		<b>CITY TREASURER CITY OF TACOMA,</b>			<b>\$29,295.00</b>
001.0000.15.521.10.49.020			12/30/2019	90942616	PD Q1/20 Public Safety Radio U	29,295.00	
<b>15181</b>	<b>1/15/2020</b>	<b>009936</b>		<b>FILEONQ INC,</b>			<b>\$12,359.02</b>
503.0000.04.518.80.48.003			12/20/2019	8183	IT 01/01-12/31 FileOnQ Softwar	12,359.02	
<b>15182</b>	<b>1/15/2020</b>	<b>012411</b>		<b>HERRERA-VELASQUEZ, MURIEL</b>			<b>\$1,960.00</b>
001.9999.11.565.10.41.020			1/15/2020	13	PKHS AG 2019-168 01/01-01/15 L	1,960.00	
<b>15183</b>	<b>1/15/2020</b>	<b>012308</b>		<b>HONEY BUCKET,</b>			<b>\$393.42</b>
001.0000.11.576.80.41.001			12/26/2019	0551369907	PKFC 12/26/19-01/22/20 Sani-Ca	89.42	
001.0000.11.576.81.41.001			12/26/2019	0551369908	PKFC 12/26/19-01/22/20 Sani-Ca	104.50	
001.0000.11.576.81.41.001			12/26/2019	0551369909	PKFC 12/26/19-01/22/20 Sani-Ca	95.00	
001.0000.11.576.80.41.001			12/26/2019	0551369909	PKFC 12/26/19-01/22/20 Sani-Ca	104.50	
<b>15184</b>	<b>1/15/2020</b>	<b>000280</b>		<b>LAKEWOOD CHAMBER OF COMMERCE,</b>			<b>\$120.00</b>
001.0000.03.513.10.49.003			12/11/2019	54406	CM Horizons Econ. Forecast 202	120.00	
<b>15185</b>	<b>1/15/2020</b>	<b>000288</b>		<b>LAKEWOOD HARDWARE &amp; PAINT INC,</b>			<b>\$69.20</b>
001.0000.11.576.80.35.001			1/9/2020	605235	PKFC Fire Extinguisher, Utilit	69.20	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>15186</b>	<b>1/15/2020</b>	<b>000298</b>		<b>LAKEWOOD TOWING,</b>			<b>\$352.79</b>
001.0000.15.521.10.41.070			1/8/2020	208930	PD 01/08	91.22	
001.0000.15.521.10.41.070			1/8/2020	208932	PD 01/08	82.43	
001.0000.15.521.10.41.070			1/2/2020	208624	PD 01/02	179.14	
<b>15187</b>	<b>1/15/2020</b>	<b>003008</b>		<b>LARSEN SIGN CO,</b>			<b>\$445.10</b>
101.0000.11.542.66.31.001			1/10/2020	26469	PKST Supplies	445.10	
<b>15188</b>	<b>1/15/2020</b>	<b>000364</b>		<b>NORTHWEST BUILDING LLC,</b>			<b>\$3,637.00</b>
502.0000.17.521.50.48.009			1/3/2020	Q1/20	PKFC Q1/20 Common Area Exp. Fo	3,637.00	
<b>15189</b>	<b>1/15/2020</b>	<b>009317</b>		<b>OPTIC FUSION INC,</b>			<b>\$1,524.28</b>
503.0000.04.518.80.42.001			1/1/2020	95-18593	IT 01/20 Internet Connectivity	1,524.28	
<b>15190</b>	<b>1/15/2020</b>	<b>011972</b>		<b>PHOEBE MULLIGAN LICSW,</b>			<b>\$975.00</b>
001.0000.15.521.10.41.001			1/10/2020	105	PD 01/02-01/08 Mental Hlth Pee	975.00	
<b>15191</b>	<b>1/15/2020</b>	<b>010630</b>		<b>PRINT NW,</b>			<b>\$530.94</b>
001.0000.02.512.50.41.001			1/2/2020	265214P 01/02/20	MC 01/02 Postage Deposit For J	500.00	
401.0000.41.531.10.49.005			1/6/2020	27029101	PWSW Business Cards: Sawatzki	30.94	
<b>15192</b>	<b>1/15/2020</b>	<b>012451</b>		<b>QUIJAS, NICHOLAS</b>			<b>\$339.98</b>
001.0000.06.515.31.49.001			1/14/2020	54346 Quijas 2020	LG 54346 Quijas 2020 WSBA Lice	259.00	
001.0000.06.515.31.49.003			1/15/2020	1016198648	LG Crim Law Prac Webcast: Quij	80.98	
<b>15193</b>	<b>1/15/2020</b>	<b>011470</b>		<b>SOFTWARE ONE INC,</b>			<b>\$5,781.62</b>
503.0000.04.518.80.48.003			12/17/2019	US-PSI-867397	IT 01/01/20-06/01/22 Windows S	5,781.62	
<b>15194</b>	<b>1/15/2020</b>	<b>012410</b>		<b>SOLON, LISA</b>			<b>\$1,400.00</b>
001.9999.11.565.10.41.020			1/15/2020	13	PKHS AG 2019-169 01/01-01/15 L	1,400.00	
<b>15195</b>	<b>1/15/2020</b>	<b>010656</b>		<b>SOUTH SOUND 911,</b>			<b>\$160,947.50</b>
001.0000.15.521.10.41.126			1/2/2020	00042	PD 01/20 Communications Svcs	120,740.00	
001.0000.15.521.10.41.126			1/2/2020	00042	PD 01/20 RMS Svcs	24,540.00	
001.0000.15.521.10.41.126			1/2/2020	00042	PD 01/20 Records/Permitting Sv	8,175.83	
001.0000.15.521.10.41.126			1/2/2020	00042	PD 01/20 Warrant Svcs	7,491.67	
<b>15196</b>	<b>1/15/2020</b>	<b>011786</b>		<b>STATEHOOD MEDIA LLC,</b>			<b>\$3,302.00</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
104.0007.01.557.30.44.001			1/2/2020	2018-12786	HM Feb/Mar 1/4 Pg Ad 1889 WA's	850.00	
104.0007.01.557.30.44.001			1/9/2020	2018-12804	HM Annual 1/4 Pg. Ad Ontrak Ma	2,452.00	
<b>15197</b>	<b>1/15/2020</b>	<b>011628</b>		<b>SYNAPTEC SOFTWARE INC,</b>			<b>\$2,920.00</b>
503.0000.04.518.80.48.003			11/15/2019	4925	IT 01/01-12/31 LawBase Annual	2,920.00	
<b>15198</b>	<b>1/15/2020</b>	<b>006497</b>		<b>SYSTEMS FOR PUBLIC SAFETY,</b>			<b>\$4,368.87</b>
501.0000.51.521.10.48.005			1/8/2020	36664	PDFL Safety Inspection	407.01	
501.0000.51.521.10.48.005			1/8/2020	36664	PDFL Tires	128.14	
501.0000.51.521.10.48.005			1/8/2020	36798	PDFL Electrical	216.85	
501.0000.51.521.10.48.005			1/8/2020	36805	PDFL Tire Repair	78.47	
180.0000.15.521.21.48.005			1/8/2020	36807	PDFL Battery	49.67	
180.0000.15.521.21.48.005			1/8/2020	36807	PDFL Tire Repair	49.67	
180.0000.15.521.21.48.005			1/8/2020	36807	PDFL Alternator	87.03	
501.0000.51.521.10.48.005			1/8/2020	36847	PDFL Tire Repair	58.85	
501.0000.51.521.10.48.005			1/3/2020	36749	PDFL Oil Change	85.76	
501.0000.51.521.10.48.005			1/3/2020	36749	PDFL Safety Inspection	22.61	
501.0000.51.521.10.48.005			1/3/2020	36749	PDFL Steering	1,285.21	
501.0000.51.521.10.48.005			1/3/2020	36749	PDFL Brakes	570.84	
501.0000.51.521.10.48.005			1/3/2020	36749	PDFL Tires	710.58	
501.0000.51.521.10.48.005			1/3/2020	36749	PDFL Electrical	135.21	
501.0000.51.521.10.48.005			1/3/2020	36749	PDFL Alignment	59.97	
501.0000.51.521.10.48.005			1/3/2020	36806	PDFL Oil Change	86.75	
501.0000.51.521.10.48.005			1/3/2020	36806	PDFL Safety Inspection	68.21	
501.0000.51.521.10.48.005			1/3/2020	36806	PDFL Tire	55.02	
501.0000.51.521.10.48.005			1/3/2020	36806	PDFL Electrical	26.81	
501.0000.51.521.10.48.005			1/3/2020	36808	PDFL Oil Change	86.14	
501.0000.51.521.10.48.005			1/3/2020	36808	PDFL Safety Inspection	20.90	
501.0000.51.521.10.48.005			1/3/2020	36808	PDFL Tire Rotation	30.24	
501.0000.51.521.10.48.005			1/3/2020	36808	PDFL Electrical	48.93	
<b>15199</b>	<b>1/15/2020</b>	<b>006610</b>		<b>TITUS-WILL FORD SALES, INC,</b>			<b>\$47.71</b>
501.0000.51.521.10.48.005			1/6/2020	FOCS123091	PDFL Keys	47.71	
<b>15200</b>	<b>1/15/2020</b>	<b>000153</b>		<b>TYLER TECHNOLOGIES INC,</b>			<b>\$67,959.74</b>
503.0000.04.518.80.48.003			12/1/2019	045-284563	IT 2020 Eden Support	67,959.74	
<b>15201</b>	<b>1/15/2020</b>	<b>009107</b>		<b>WASHINGTON CITIES INSURANCE,</b>			<b>\$1,436,941.00</b>
504.0000.09.518.31.46.001			1/1/2020	14693	RM 2020 Auto Physical Damage A	52,790.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
504.0000.09.518.31.46.001			1/1/2020	14693	RM 2020 Boiler & Machinery Ass	4,382.00	
504.0000.09.518.31.46.001			1/1/2020	14693	RM 2020 Crime/Fidelity Assessme	1,193.00	
504.0000.09.518.31.46.001			1/1/2020	14693	RM 2020 Liability Assessment	1,240,740.00	
504.0000.09.518.31.46.001			1/1/2020	14693	RM 2020 Property Assessment	137,836.00	
<b>15202</b>	<b>1/15/2020</b>	<b>011807</b>		<b>WEATHERNET LLC,</b>			<b>\$450.00</b>
101.0000.11.542.70.41.001			12/21/2019	2019-15646	PKST 01/20 Weather Svcs	450.00	
<b>15203</b>	<b>1/15/2020</b>	<b>010530</b>		<b>WELLS, TYLER</b>			<b>\$109.25</b>
503.0000.04.518.80.43.003			1/5/2020	01/05/20 Mileage	IT Drop Off Fiber Optic Cable:	109.25	
<b>92225</b>	<b>12/31/2019</b>	<b>002293</b>		<b>AHBL INC,</b>			<b>\$5,805.00</b>
192.0007.07.594.58.61.007			11/30/2019	116836	SSMP AG 2019-166 10/26-11/25 T	5,805.00	
<b>92226</b>	<b>12/31/2019</b>	<b>012515</b>		<b>ALVAREZ TADEO, JUAN ANTONIO</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/16/2019	604416725	CD BL #604416725 Refund	60.00	
<b>92227</b>	<b>12/31/2019</b>	<b>012508</b>		<b>ANDERSON GENERAL CONTRACTING I,</b>			<b>\$33.44</b>
001.0000.00.233.10.00.000			12/18/2019	Ref000184295	12/19-RFND OVPY ONBP1901988	33.44	
<b>92228</b>	<b>12/31/2019</b>	<b>012511</b>		<b>BURNS, LISA MARIE</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/16/2019	604424426	CD BL# 604424426 Refund	60.00	
<b>92229</b>	<b>12/31/2019</b>	<b>012513</b>		<b>COBRAY, TATUM</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/16/2019	604410131	CD BL# 604410131 Refund	60.00	
<b>92230</b>	<b>12/31/2019</b>	<b>003948</b>		<b>COMCAST CORPORATION,</b>			<b>\$308.09</b>
503.0000.04.518.80.42.001			12/15/2019	8498 35 011 2205662	IT 12/25/19-01/24/20 9420 FRON	308.09	
<b>92231</b>	<b>12/31/2019</b>	<b>000127</b>		<b>DANDE CO,</b>			<b>\$10.99</b>
001.0000.04.514.20.31.001			12/23/2019	MA122319-1	FN Supplies	10.99	
<b>92232</b>	<b>12/31/2019</b>	<b>012503</b>		<b>DANIELS, SALENA</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/6/2019	604485574	CD BL# 604485574 Refund	60.00	
<b>92233</b>	<b>12/31/2019</b>	<b>008105</b>		<b>DEPARTMENT OF TRANSPORTATION,</b>			<b>\$1,315.20</b>
101.0000.11.544.90.41.001			12/16/2019	RE-313-ATB91216009	PKST/PWST 11/19 Traffic Mgmt C	876.80	
401.0000.11.531.10.41.001			12/16/2019	RE-313-ATB91216009	PKST/PWST 11/19 Traffic Mgmt C	438.40	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>92234</b>	<b>12/31/2019</b>	<b>000140</b>		<b>DEPT OF REVENUE-LEASEHOLD,</b>			<b>\$616.41</b>
001.0000.00.237.10.00.000			12/23/2019	Q4/19	FN Q4/19 Leasehold Tax	616.41	
<b>92235</b>	<b>12/31/2019</b>	<b>004357</b>		<b>DSHS AL TSA,</b>			<b>\$4.03</b>
001.9999.06.515.30.41.001			12/17/2019	201812-PRR-166 # 2	LG 201812-PRR-166 # 2	4.03	
<b>92236</b>	<b>12/31/2019</b>	<b>004710</b>		<b>EQUIFAX CREDIT NORTHWEST CORP,</b>			<b>\$109.90</b>
001.0000.15.521.10.41.001			12/17/2019	5658271	PD 12/19	109.90	
<b>92237</b>	<b>12/31/2019</b>	<b>002662</b>		<b>GENE'S TOWING INC,</b>			<b>\$173.09</b>
001.0000.15.521.10.41.070			12/7/2019	479446	PD 12/07 Towing	76.93	
001.0000.15.521.10.41.070			12/9/2019	475128	PD 12/09 Towing	96.16	
<b>92238</b>	<b>12/31/2019</b>	<b>000196</b>		<b>GOV'T FINANCE OFFICERS ASSOC,</b>			<b>\$50.00</b>
001.0000.04.514.20.49.004			12/10/2019	0245742S 02/20-01/21	FN 02/01/20-01/31/21 GAAFR Rev	50.00	
<b>92239</b>	<b>12/31/2019</b>	<b>005586</b>		<b>HISTORIC FORT STEILACOOM ASSOC,</b>			<b>\$8,000.00</b>
104.0003.01.557.30.41.001			12/23/2019	12/23/19	HM AG 2019-012 Lodging Tax Gra	8,000.00	
<b>92240</b>	<b>12/31/2019</b>	<b>012510</b>		<b>HUGHES, FREDRICK</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/16/2019	60259429	CD BL# 60259429 Refund	60.00	
<b>92241</b>	<b>12/31/2019</b>	<b>010950</b>		<b>INSLEE,BEST,DOEZIE &amp; RYDER P.S.,</b>			<b>\$551.50</b>
001.0000.06.515.30.41.001			12/9/2019	252929	LG Thru 11/30 Parkhurst Condem	551.50	
<b>92242</b>	<b>12/31/2019</b>	<b>011106</b>		<b>J &amp; J AUTOBODY REPAIR INC.,</b>			<b>\$1,013.42</b>
504.0000.09.518.38.48.001			12/10/2019	28536	RM CI# 2019-0064 Repairs	1,013.42	
<b>92243</b>	<b>12/31/2019</b>	<b>012506</b>		<b>JUAREZ, ISAIAS</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/16/2019	603202375	CD BL# 603202375 Refund	60.00	
<b>92244</b>	<b>12/31/2019</b>	<b>009994</b>		<b>KPFF INC,</b>			<b>\$5,676.25</b>
001.9999.13.558.70.41.001			12/11/2019	299115	ED AG 2019-086 Thru 11/30 WSDO	5,676.25	
<b>92245</b>	<b>12/31/2019</b>	<b>000292</b>		<b>LAKEWOOD POLICE SPECIAL INVEST,</b>			<b>\$7,414.00</b>
181.0000.15.521.21.31.012			12/17/2019	12/19 Investigative	PDSZ 12/19 Replenish Investiga	2,034.00	
180.0000.15.521.21.31.012			12/17/2019	12/19 Narcotics	PD 12/19 Replenish Narcotics P	5,380.00	
<b>92246</b>	<b>12/31/2019</b>	<b>000300</b>		<b>LAKEWOOD WATER DISTRICT,</b>			<b>\$370.88</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.80.47.001			12/17/2019	15996-75741 12/17/19	PKFC 10/01-12/02 Amer Lk Harry	157.16	
101.0000.11.542.70.47.001			12/17/2019	22087-75741 12/17/19	PKST 10/09-12/10 0 75th St & C	64.97	
101.0000.11.542.70.47.001			12/17/2019	27146-75741 12/17/19	PKST 10/01-12/02 9420 Front St	80.71	
001.0000.11.576.80.47.001			12/10/2019	14449-75741 12/10/19	PKFC 09/28-11/28 9222 Vet Dr S	68.04	
<b>92247</b>	<b>12/31/2019</b>	<b>004680</b>		<b>LANGUAGE LINE SERVICES,</b>			<b>\$32.72</b>
001.0000.02.512.51.49.009			11/30/2019	4701087	MC 11/19	32.72	
<b>92248</b>	<b>12/31/2019</b>	<b>004073</b>		<b>MACDONALD-MILLER FACILITY SOL,</b>			<b>\$391.24</b>
101.0000.11.544.90.41.001			12/5/2019	SVC171527	PKST Svc Call 9420 Front St S	391.24	
<b>92249</b>	<b>12/31/2019</b>	<b>012505</b>		<b>MAR Y SOL ARTESANIAS,</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/16/2019	604413477	CD BL# 604413477 Refund	60.00	
<b>92250</b>	<b>12/31/2019</b>	<b>000360</b>		<b>NEWS TRIBUNE,</b>			<b>\$1,955.78</b>
001.0000.06.514.30.44.001			12/1/2019	4450043	LG Ord 719	145.71	
001.0000.07.558.60.44.001			12/1/2019	4452328	CD NOA LU1900157	219.98	
001.0000.07.558.60.44.001			12/1/2019	4454690	CD RFP Subarea Plan	199.31	
001.0000.07.558.60.44.001			12/1/2019	4465200	CD 12/02 Public Hearing	245.91	
001.0000.06.514.30.44.001			12/1/2019	4466530	LG Ord 720	156.43	
001.0000.06.514.30.44.001			12/1/2019	4466569	LG Ord 721	134.99	
302.0064.21.595.30.44.001			12/1/2019	4467236	PWCP Ord 723	204.67	
302.0064.21.595.30.44.001			12/1/2019	4467263	PWCP Ord 722	199.31	
001.0000.06.514.30.44.001			12/1/2019	4477980	LG 12/16 Public Hearing	449.47	
<b>92251</b>	<b>12/31/2019</b>	<b>002421</b>		<b>NORTHWEST PLAYGROUND EQUIP,</b>			<b>\$3,949.26</b>
301.0016.11.594.76.63.001			10/28/2019	45896	PK Benches for Fort Steilacoom	2,330.00	
301.0016.11.594.76.63.001			10/28/2019	45896	freight	1,380.00	
301.0016.11.594.76.63.001			10/28/2019	45896	Sales Tax	367.29	
301.0016.11.594.76.63.001				45896	PK Discount - Benches For Fort	-116.50	
301.0016.11.594.76.63.001				45896	Sales Tax	-11.53	
<b>92252</b>	<b>12/31/2019</b>	<b>006117</b>		<b>PETTY CASH,</b>			<b>\$17.17</b>
501.0000.51.521.10.32.001			12/24/2019	11/19 JN	PDFL 10/21 Fuel	17.17	
<b>92253</b>	<b>12/31/2019</b>	<b>011111</b>		<b>PHILIPS PUBLISHING LLC,</b>			<b>\$500.00</b>
001.0000.03.557.20.49.005			12/11/2019	30922	CM Media Kit	500.00	
<b>92254</b>	<b>12/31/2019</b>	<b>000445</b>		<b>PUGET SOUND ENERGY,</b>			<b>\$2,980.94</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
502.0000.17.521.50.47.011			12/18/2019	200008745289 12/19	PKFC 11/15-12/17 9401 Lkwd Dr	333.94	
502.0000.17.518.35.47.011			12/19/2019	200018357661 12/19	PKFC 11/18-12/18 6000 Main St	991.17	
001.0000.11.576.81.47.005			12/24/2019	200001527346 12/24	PKFC 11/21-12/23 8714 87th Ave	10.31	
001.0000.11.576.81.47.005			12/24/2019	220017468871 12/24	PKFC 11/21-12/23 9107 Angle La	218.01	
001.0000.11.576.80.47.005			12/26/2019	220002793168 12/26	PKFC 11/22-12/24 8807 25th Ave	198.12	
001.0000.11.576.81.47.005			12/26/2019	300000010896 12/26	PKFC 11/19-12/19 Ft Steil Park	326.63	
001.0000.11.576.81.47.005			12/26/2019	300000010938 12/26	PKFC 11/19-12/19 8802 Dresden	295.92	
101.0000.11.542.64.47.005			12/23/2019	300000005037 12/23	PKST 10/30-12/02 Gravelly Lk &	484.94	
001.0000.11.576.81.47.005			12/20/2019	200001527551 12/19	PKFC 11/19-12/19 9115 Angle Ln	121.90	
<b>92255</b>	<b>12/31/2019</b>	<b>010896</b>		<b>PUGET SOUND TITLE - TACOMA,</b>			<b>\$1,384.74</b>
105.0001.07.559.20.41.001			12/6/2019	215890	AB Litigation Guarantee: 5408	461.58	
105.0001.07.559.20.41.001			12/6/2019	215891	AB Litigation Guarantee: Buste	923.16	
<b>92256</b>	<b>12/31/2019</b>	<b>002994</b>		<b>REGIONAL TOXICOLOGY SVCS LLC,</b>			<b>\$519.30</b>
001.0000.02.523.30.41.001			11/30/2019	TC-42210113019	MC 11/19 UA Fees	519.30	
<b>92257</b>	<b>12/31/2019</b>	<b>005101</b>		<b>RICH, JANET</b>			<b>\$317.40</b>
001.0000.11.569.50.41.001			12/20/2019	11/04-12/30/19	PKSR 11/04-12/30 Instructor	317.40	
<b>92258</b>	<b>12/31/2019</b>	<b>012512</b>		<b>RODRIQUEZ, MANUEL ORLANDO</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/16/2019	604411880	CD BL# 604411880 Refund	60.00	
<b>92259</b>	<b>12/31/2019</b>	<b>012502</b>		<b>SHULER, MARK</b>			<b>\$156.00</b>
105.0002.07.342.40.00.000			12/11/2019	12/11/2019 RH	CD RH Dup Pmt Refund	156.00	
<b>92260</b>	<b>12/31/2019</b>	<b>012514</b>		<b>SMITH, JANICE EILEEN</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/16/2019	604336214	CD BL# 604336214 Refund	60.00	
<b>92261</b>	<b>12/31/2019</b>	<b>004721</b>		<b>SQUAD ROOM EMBLEMS,</b>			<b>\$1,027.12</b>
001.0000.15.521.10.31.001			11/24/2019	101419	PD Two Tone Pins	1,027.12	
<b>92262</b>	<b>12/31/2019</b>	<b>011824</b>		<b>TAYLOR, LINDA LEE</b>			<b>\$176.40</b>
001.0000.11.569.50.41.001			12/20/2019	11/20-12/18/19	PKSR 11/20-12/18 Instructor	176.40	
<b>92263</b>	<b>12/31/2019</b>	<b>012517</b>		<b>TERMINIX INTERNATIONAL,</b>			<b>\$546.42</b>
190.0000.61.559.32.41.001			8/27/2019	389180798	CD 08/01/19-08/31/20 Ext Gen P	546.42	
<b>92264</b>	<b>12/31/2019</b>	<b>005154</b>		<b>TICOR TITLE COMPANY,</b>			<b>\$100.00</b>



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
102.0000.00.318.34.00.000			12/17/2019	ETN 4462075	ND Excise Tax Surcharge Refund	50.00	
102.0000.00.318.35.00.000			12/17/2019	ETN 4462075	ND Excise Tax Surcharge Refund	50.00	
<b>92265</b>	<b>12/31/2019</b>	<b>010626</b>		<b>TIMCO INC,</b>			<b>\$9.26</b>
101.0000.11.542.66.31.001			12/16/2019	T022288	PKST Supplies	9.26	
<b>92266</b>	<b>12/31/2019</b>	<b>012504</b>		<b>TREJO, ARMANDO JIMENEZ</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/16/2019	604384779	CD BL# 604384779 Refund	60.00	
<b>92267</b>	<b>12/31/2019</b>	<b>000564</b>		<b>TUCCI &amp; SONS, INC,</b>			<b>\$344.62</b>
101.0000.11.542.66.31.030			12/3/2019	63355	PKST Asphalt For Salt Bin & FS	344.62	
<b>92268</b>	<b>12/31/2019</b>	<b>011578</b>		<b>TYLER BUSINESS FORMS,</b>			<b>\$124.56</b>
001.0000.04.514.20.31.001			12/18/2019	Invoice-40799	FN Supplies	124.56	
<b>92269</b>	<b>12/31/2019</b>	<b>002509</b>		<b>VERIZON WIRELESS,</b>			<b>\$-4.67</b>
503.0000.04.518.80.42.001				9844363090	IT 11/17-12/10 Phone cr	-4.67	
<b>92270</b>	<b>12/31/2019</b>	<b>000577</b>		<b>WABO,</b>			<b>\$3,882.47</b>
001.0000.07.558.50.31.001			12/18/2019	38278	CD Supplies	1,402.60	
001.0000.07.558.50.31.001			12/9/2019	38175	CD Supplies	2,479.87	
<b>92271</b>	<b>12/31/2019</b>	<b>009591</b>		<b>WASH STATE DEPT OF AGRICULTURE,</b>			<b>\$58.00</b>
001.0000.11.576.80.49.003			12/18/2019	12/16/2019	PK WSDA Licensing & Test Fees:	58.00	
<b>92272</b>	<b>12/31/2019</b>	<b>010834</b>		<b>WEED, FAY</b>			<b>\$1,506.60</b>
001.0000.11.569.50.41.001			12/20/2019	11/05-12/12/19	PKSR 11/05-12/12 Instructor	1,506.60	
<b>92273</b>	<b>12/31/2019</b>	<b>010601</b>		<b>WFG NATIONAL TITLE CO OF WA,</b>			<b>\$140.00</b>
102.0000.00.318.34.00.000			10/28/2019	ETN 4509575	ND Excise Tax Surcharge Refund	70.00	
102.0000.00.318.35.00.000			10/28/2019	ETN 4509575	ND Excise Tax Surcharge Refund	70.00	
<b>92274</b>	<b>12/31/2019</b>	<b>012509</b>		<b>WOODHOUSE, CONNIE LATRICE</b>			<b>\$60.00</b>
001.0000.07.321.99.00.001			12/16/2019	604343664	CD BL# 604343664 Refund	60.00	
<b>92275</b>	<b>12/31/2019</b>	<b>008553</b>		<b>ZONES INC,</b>			<b>\$2,652.40</b>
503.0015.04.518.80.35.030			12/12/2019	K14392370101	IT USB Server Interface	438.20	
503.0000.04.518.80.35.030			12/4/2019	K14289320101	IT Scanner	364.58	
503.0015.04.518.80.35.030			12/20/2019	K14412380101	IT Legion Y740	1,849.62	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>92276</b>	<b>12/31/2019</b>	<b>002509</b>		<b>VERIZON WIRELESS,</b>			<b>\$1,635.53</b>
503.0000.04.518.80.42.001			12/16/2019	9844363090	IT 11/17-12/10 Phone	632.76	
503.0000.04.518.80.42.001			12/16/2019	9844363092	IT 12/17/19-01/16/20 Phone	364.68	
503.0000.04.518.80.42.001			12/16/2019	9844363093	IT 12/17/19-01/16/20 Phone	294.80	
503.0000.04.518.80.42.001			12/16/2019	9844398782	IT 12/17/19-01/16/20 Phone	347.96	
503.0000.04.518.80.42.001				9844363090	IT 11/17/12/10 Phone cr	-4.67	
<b>92277</b>	<b>12/31/2019</b>	<b>002509</b>		<b>VERIZON WIRELESS,</b>			<b>\$245.09</b>
503.0000.04.518.80.42.001			12/11/2019	INV18596380	IT 10/19 GPS	245.09	
<b>92278</b>	<b>1/2/2020</b>	<b>011282</b>		<b>BASELINE INC,</b>			<b>\$99.00</b>
502.0000.17.518.35.41.001			12/1/2019	10338-2019	PKFC 1 YR BaseManager Plus Svc	99.00	
<b>92279</b>	<b>1/2/2020</b>	<b>006115</b>		<b>BOARD FOR VOLUNTEER,</b>			<b>\$1,850.00</b>
001.0000.15.521.10.21.020			12/17/2019	2020 Fees	PD 2020 Reserve Officers Relie	1,850.00	
<b>92280</b>	<b>1/2/2020</b>	<b>000590</b>		<b>WASHINGTON RECREATION &amp; PARK,</b>			<b>\$1,250.00</b>
001.0000.11.571.10.49.001			11/20/2019	4991	PK WRPA Membership Thru 01/19/	1,250.00	
<b>92281</b>	<b>1/9/2020</b>	<b>011424</b>		<b>OLBRECHTS &amp; ASSOCIATES PLLC,</b>			<b>\$23,831.60</b>
001.0000.07.558.60.41.007			12/5/2019	11/19	CD 11/19 Hearing Examiner	11,745.30	
001.0000.07.558.60.41.007			1/2/2020	12/19	CD 12/19 Hearing Examiner	12,086.30	
<b>92282</b>	<b>1/15/2020</b>	<b>010899</b>		<b>ACCESS INFORMATION MANAGEMENT,</b>			<b>\$3,096.25</b>
001.0000.06.514.30.41.001			12/31/2019	7876530	LG AG 2015-198 12/19 Record Re	3,096.25	
<b>92283</b>	<b>1/15/2020</b>	<b>011563</b>		<b>AG ENTERPRISE SUPPLY, INC.,</b>			<b>\$148.37</b>
101.0000.11.542.66.31.001			12/13/2019	INV037975	PKST Supplies	148.37	
<b>92284</b>	<b>1/15/2020</b>	<b>002293</b>		<b>AHBL INC,</b>			<b>\$3,082.50</b>
192.0006.07.558.60.41.001			11/30/2019	117052	SSMP AG 2019-163 10/26-11/25	3,082.50	
<b>92285</b>	<b>1/15/2020</b>	<b>008307</b>		<b>AT&amp;T MOBILITY,</b>			<b>\$2,993.73</b>
503.0000.04.518.80.42.001			11/19/2019	287293165778 11/19	IT 10/20-11/19 Phone	40.04	
503.0000.04.518.80.42.001			12/19/2019	287293165778 12/19	IT 11/20-12/19 Phone	2,699.24	
503.0000.04.518.80.42.001			12/19/2019	287296255265 12/19	IT 12/10-12/19 Phone	254.45	
<b>92286</b>	<b>1/15/2020</b>	<b>012523</b>		<b>AXON ENTERPRISE INC,</b>			<b>\$14,929.92</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.22.35.010			12/2/2019	SI-1626258	PD Cartridges, Holsters	14,929.92	
<b>92287</b>	<b>1/15/2020</b>	<b>010102</b>		<b>BEST PARKING LOT CLEANING INC,</b>			<b>\$32,333.03</b>
401.0000.11.531.10.48.001			11/30/2019	184481	PKSW 11/19 Clean Town Cntr/Art	18,772.42	
401.0000.11.531.10.48.001			11/30/2019	184490	PKSW 11/19 Clean City Hall Par	148.02	
401.0000.11.531.10.48.001			12/31/2019	185523	PKSW 12/19 Clean Town Cntr/Art	13,264.57	
401.0000.11.531.10.48.001			12/31/2019	185529	PKSW 12/19 Clean City Hall Par	148.02	
<b>92288</b>	<b>1/15/2020</b>	<b>009770</b>		<b>BRUCE DEES &amp; ASSOCIATES,</b>			<b>\$406.00</b>
301.0020.11.594.76.41.001			1/2/2020	6260	PK AG 2018-175 Wards Lk Master	406.00	
<b>92289</b>	<b>1/15/2020</b>	<b>003581</b>		<b>C 4 PRODUCTS INC,</b>			<b>\$697.87</b>
502.0000.17.521.50.48.001			12/24/2019	8307	PKFC 12/23-12/24 PD Svc Call &	697.87	
<b>92290</b>	<b>1/15/2020</b>	<b>000095</b>		<b>CHOUGH, KWANG S</b>			<b>\$503.20</b>
001.0000.02.512.51.49.009			12/10/2019	12/10-12/30/19	MC 12/10-12/30 Interpreter	503.20	
<b>92291</b>	<b>1/15/2020</b>	<b>012518</b>		<b>CHUNG, WILLIAM</b>			<b>\$48.00</b>
105.0002.07.342.40.00.000			12/31/2019	12/31/19 RH Refund	AB RH Permit Refund	48.00	
<b>92292</b>	<b>1/15/2020</b>	<b>003948</b>		<b>COMCAST CORPORATION,</b>			<b>\$279.80</b>
180.0000.15.521.21.42.001			12/6/2019	8498 30 099 0003937	PD 12/16/19-01/15/20 TLSO Mode	279.80	
<b>92293</b>	<b>1/15/2020</b>	<b>011867</b>		<b>CONSTRUCT INC,</b>			<b>\$38,462.24</b>
301.0000.00.223.40.00.000			1/6/2020	AG 2018-051 Release	PK AG 2018-051 Retainage Relea	38,462.24	
<b>92294</b>	<b>1/15/2020</b>	<b>001531</b>		<b>DEPT OF ECOLOGY,</b>			<b>\$12,478.28</b>
401.0000.41.531.10.41.001			12/23/2019	2020-WAR045012	PWSW 07/19-12/31 1ST 1/2 Muni	12,478.28	
<b>92295</b>	<b>1/15/2020</b>	<b>000166</b>		<b>FEDERAL EXPRESS,</b>			<b>\$103.77</b>
001.0000.99.518.40.42.002			12/30/2019	3-218-71274	ND 12/11 Shipping	55.36	
001.0000.99.518.40.42.002			1/10/2020	6-893-40496	ND 12/30 Shipping	48.41	
<b>92296</b>	<b>1/15/2020</b>	<b>001716</b>		<b>FENCE SPECIALISTS INC,</b>			<b>\$1,346.28</b>
504.0000.09.518.38.48.001			12/31/2019	0042031	RM Cl # 2019-0095A 12/06 Emerg	659.40	
504.0000.09.518.38.48.001			12/12/2019	0041875	RM Cl # 2019-0094 12/03 Emerge	686.88	
<b>92297</b>	<b>1/15/2020</b>	<b>000207</b>		<b>GREATER LAKES MENTAL HEALTH,</b>			<b>\$21,942.09</b>
001.0000.11.565.10.41.020			1/9/2020	Q4/19	PKHS AG 2019-045 Q4/19 Behavior	6,250.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.41.001			12/31/2019	Q4/19 MHP & COPS	PD AG 2019-012 Q4/19 MHP	15,692.09	
<b>92298</b>	<b>1/15/2020</b>	<b>008664</b>		<b>HOLROYD COMPANY INC,</b>			<b>\$768.20</b>
101.0000.11.542.70.31.030			12/12/2019	352654	PKST Crushed Rock	256.07	
101.0000.11.542.70.31.030			12/11/2019	352608	PKST Crushed Rock	512.13	
<b>92299</b>	<b>1/15/2020</b>	<b>009728</b>		<b>HSA BANK,</b>			<b>\$101.25</b>
001.0000.09.518.10.41.001			1/6/2020	W207675	HR 12/19 Svc Fee	101.25	
<b>92300</b>	<b>1/15/2020</b>	<b>010950</b>		<b>INSLEE,BEST,DOEZIE &amp; RYDER P.S.,</b>			<b>\$13,597.72</b>
192.0007.07.594.58.61.007			1/10/2020	253870	SSMP Thru 12/31 JBLM - North C	665.00	
001.0000.06.515.30.41.001			1/10/2020	253871	LG Thru 12/31 General	95.00	
001.0000.06.515.30.41.001			1/10/2020	253872	LG Thru 12/31 Lowein Condemnat	95.00	
192.0007.07.594.58.61.007			1/10/2020	253873	SSMP Thru 12/31 JBLM-Clear Zon	6,338.00	
192.0007.07.594.58.61.007			12/9/2019	252928	SSMP Thru 11/30 JBLM - North C	2,508.22	
192.0007.07.594.58.61.007			12/9/2019	252930	SSMP Thru 11/30 JBLM-Clear Zon	3,896.50	
<b>92301</b>	<b>1/15/2020</b>	<b>012496</b>		<b>INSTANT ARMOR INC,</b>			<b>\$19,048.27</b>
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	PD 1st Responder Tactical Blan	15,984.40	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	PD 1st Responder Softcase	312.48	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	PD 4 Piece Aluminum Extension	416.60	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	PD Pole Pocket	46.00	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	PD Loop Strap	95.04	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	PD Hook Strap. Qty 4	106.72	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	PD Hanger Attachment Set (3 Pe	101.52	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	freight	296.30	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	Sales Tax	10.04	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	Sales Tax	1,582.46	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	Sales Tax	30.94	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	Sales Tax	41.24	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	Sales Tax	13.96	
001.0000.15.521.26.35.010			12/16/2019	900-19-2068	Sales Tax	10.57	
<b>92302</b>	<b>1/15/2020</b>	<b>012454</b>		<b>K.L. SECURITY ENTERPRISES INC.,</b>			<b>\$5,924.00</b>
001.0000.15.521.26.31.020			12/7/2019	TC000147	PD D575 Lock American	99.00	
001.0000.15.521.26.31.020			12/7/2019	TC000147	PD Grounding Rod Kit	150.00	
001.0000.15.521.26.31.020			12/7/2019	TC000147	PD Type 2 Outdoor Bullet Resis	4,875.00	
001.0000.15.521.26.31.020			12/7/2019	TC000147	freight	800.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>92303</b>	<b>1/15/2020</b>	<b>009994</b>		<b>KPFF INC,</b>			<b>\$1,375.74</b>
302.0024.21.595.12.41.001			10/17/2019	291156	PWCP AG 2018-170 Thru 09/30 St	1,375.74	
<b>92304</b>	<b>1/15/2020</b>	<b>009964</b>		<b>LAKESIDE INDUSTRIES INC,</b>			<b>\$1,744.11</b>
101.0000.11.542.30.31.030			12/20/2019	110891	PKST Cold Mix	1,744.11	
<b>92305</b>	<b>1/15/2020</b>	<b>008414</b>		<b>LAKESIDE FORD,</b>			<b>\$64.29</b>
501.0000.51.548.79.48.005			12/20/2019	LCCS456410	PK Vehicle Maint	64.29	
<b>92306</b>	<b>1/15/2020</b>	<b>000300</b>		<b>LAKESIDE WATER DISTRICT,</b>			<b>\$316.39</b>
001.0000.11.576.80.47.001			1/9/2020	25956-75741 01/09/20	PKFC 10/25-12/24 8807 25th Ave	50.58	
001.0000.11.576.80.47.001			1/9/2020	26121-75741 01/09/20	PKFC 10/25-12/24 8421 Pine St	43.12	
502.0000.17.521.50.47.001			1/9/2020	26834-75740 01/09/20	PKFC 10/25-12/24 9401 LWD DR S	112.69	
502.0000.17.521.50.47.001			1/9/2020	26902-75740 01/09/20	PKFC 12/23/18-12/24/19 9401 LW	110.00	
<b>92307</b>	<b>1/15/2020</b>	<b>011263</b>		<b>LAW OFFICES OF MATTHEW RUSNAK,</b>			<b>\$3,250.00</b>
001.0000.02.512.51.41.035			1/2/2020	269	MC 12/19	3,250.00	
<b>92308</b>	<b>1/15/2020</b>	<b>005685</b>		<b>LEMAY MOBILE SHREDDING,</b>			<b>\$372.20</b>
001.0000.15.521.10.41.001			1/1/2020	4640599	PD 12/19 Shredding	262.20	
001.0000.02.512.50.41.001			1/1/2020	4643347	MC 12/19 Shredding	60.00	
001.0000.99.518.40.41.001			1/1/2020	4643365	ND 12/19 Shredding	50.00	
<b>92309</b>	<b>1/15/2020</b>	<b>000309</b>		<b>LES SCHWAB TIRE CENTER,</b>			<b>\$487.16</b>
501.0000.51.548.79.48.005			12/20/2019	30500581708	PKFL Install Front Tires	487.16	
<b>92310</b>	<b>1/15/2020</b>	<b>010474</b>		<b>LEWIS COUNTY CHEMICAL,</b>			<b>\$1,418.16</b>
502.0000.17.518.30.31.001			12/23/2019	169140	PKFC Supplies	1,418.16	
<b>92311</b>	<b>1/15/2020</b>	<b>006029</b>		<b>LLOYD ENTERPRISES INC,</b>			<b>\$771.50</b>
001.0000.11.576.81.31.030			12/17/2019	3316106	PKFC Pro-Gro Blend	771.50	
<b>92312</b>	<b>1/15/2020</b>	<b>004073</b>		<b>MACDONALD-MILLER FACILITY SOL,</b>			<b>\$25,331.95</b>
502.0000.17.521.50.48.001			12/19/2019	SVC172732	PKFC Bolier Section Replacemen	5,270.80	
502.0000.17.518.35.48.001			12/20/2019	JC58965	PKFC 12/19 Boiler Rebuild	20,061.15	
<b>92313</b>	<b>1/15/2020</b>	<b>002474</b>		<b>NATIONAL BARRICADE CO LLC,</b>			<b>\$489.06</b>
001.0000.11.571.20.45.004			12/19/2019	617622	PKRC 12/02-12/09 Rental	489.06	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>92314</b>	<b>1/15/2020</b>	<b>011393</b>		<b>NAVIA BENEFIT SOLUTIONS,</b>			<b>\$224.10</b>
001.0000.09.518.10.41.001			12/30/2019	10226647	HR 12/19 Monthly Participant F	224.10	
<b>92315</b>	<b>1/15/2020</b>	<b>009755</b>		<b>NEATHERY, DAVID</b>			<b>\$309.60</b>
001.0000.02.512.51.49.009			12/12/2019	12/12-12/23/19	MC 12/12, 12/23 Interpreter	309.60	
<b>92316</b>	<b>1/15/2020</b>	<b>000360</b>		<b>NEWS TRIBUNE,</b>			<b>\$2,166.94</b>
302.0064.21.595.30.44.001			12/29/2019	4477510	PWCP LID 1109	659.21	
001.0000.07.558.60.44.001			12/29/2019	4490470	CD NOA LU-19-00255	236.83	
001.0000.07.558.60.44.001			12/29/2019	4492056	CD NOA LU-19-00267	258.27	
302.0000.21.544.20.44.001			12/29/2019	4499217	PWCP Public Hearing Notice	333.31	
001.0000.06.514.30.44.001			12/29/2019	4499658	LG Ord. 724	134.99	
001.0000.06.514.30.44.001			12/29/2019	4499675	LG Ord. 725	140.35	
001.0000.06.514.30.44.001			12/29/2019	4499725	LG Ord. 726	145.71	
001.0000.07.558.60.44.001			12/29/2019	4507441	CD NOA LU-19-00213	258.27	
<b>92317</b>	<b>1/15/2020</b>	<b>010743</b>		<b>NISQUALLY INDIAN TRIBE,</b>			<b>\$32,110.00</b>
001.0000.15.521.10.41.125			12/31/2019	20533	PD 12/19	32,110.00	
<b>92318</b>	<b>1/15/2020</b>	<b>010907</b>		<b>NOMAN, DIANA</b>			<b>\$180.32</b>
001.0000.02.512.51.49.009			12/10/2019	12/10/19	MC 12/10-12/30 Interpreter	180.32	
<b>92319</b>	<b>1/15/2020</b>	<b>002421</b>		<b>NORTHWEST PLAYGROUND EQUIP,</b>			<b>\$2,305.26</b>
301.0017.11.594.76.63.001			12/24/2019	46125	PK SPRINGBROOK CHIPS	2,097.60	
301.0017.11.594.76.63.001			12/24/2019	46125	Sales Tax	207.66	
<b>92320</b>	<b>1/15/2020</b>	<b>008848</b>		<b>NORTHWEST TRANSLATION SVCS,</b>			<b>\$146.68</b>
001.0000.02.512.51.49.009			12/31/2019	12/31/19	MC 12/31 Interpreter	146.68	
<b>92321</b>	<b>1/15/2020</b>	<b>012525</b>		<b>ORTEGA, ILEANA</b>			<b>\$150.00</b>
001.0000.11.237.26.00.000			1/8/2020	1033198.002	PK 12/07 Deposit Refund	150.00	
<b>92322</b>	<b>1/15/2020</b>	<b>006117</b>		<b>PETTY CASH,</b>			<b>\$287.85</b>
001.0000.00.231.90.00.005			1/14/2020	01/20 VH 2019	Halar: 12/19 Employee Bday Cel	112.20	
001.9999.09.518.10.43.003			1/14/2020	01/20 VH 2019	HR Bainville: Advancing Racial	82.59	
001.9999.09.518.10.43.003			1/14/2020	01/20 VH 2019	HR Luna: GARE Conference	20.00	
001.9999.09.518.10.43.005			1/14/2020	01/20 VH 2019	HR Luna: Advancing Racial Equi	47.56	
001.0000.99.518.40.42.002			1/14/2020	01/20 VH 2019	ND Whipple: Postage	25.50	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>92323</b>	<b>1/15/2020</b>	<b>006117</b>		<b>PETTY CASH,</b>			<b>\$128.26</b>
001.0000.11.565.10.31.005			1/14/2020	01/20 NY 2019	PKHS Dodsworth: Supplies For S	66.27	
001.0000.11.571.10.43.005			1/14/2020	01/20 NY 2019	PKRC Dodsworth: ELT Retreat	10.00	
001.0000.11.571.10.43.005			1/14/2020	01/20 NY 2019	PKRC Dodsworth: WWRC Event	18.00	
001.0000.11.576.80.49.003			1/14/2020	01/20 NY 2019	PKFC Schaler: Pesticide Licens	33.99	
<b>92324</b>	<b>1/15/2020</b>	<b>006117</b>		<b>PETTY CASH,</b>			<b>\$35.28</b>
501.0000.51.521.10.31.006			12/16/2019	12/19 JN	PD Keys	35.28	
<b>92325</b>	<b>1/15/2020</b>	<b>009867</b>		<b>PHUNG, NOVA</b>			<b>\$162.34</b>
001.0000.02.512.51.49.009			12/12/2019	12/12/19	MC 12/12 Interpreter	162.34	
<b>92326</b>	<b>1/15/2020</b>	<b>010064</b>		<b>PINTO, MICHELLE</b>			<b>\$1,034.88</b>
001.0000.02.512.51.49.009			12/3/2019	12/03-12/31/19	MC 12/03-12/31 Interpreter	1,034.88	
<b>92327</b>	<b>1/15/2020</b>	<b>010429</b>		<b>PMAM CORPORATION,</b>			<b>\$31,602.77</b>
001.0000.15.521.10.41.001			11/8/2019	20191129	PD 10/19	6,660.89	
001.0000.15.521.10.41.001			12/18/2019	20191222	PD 11/19 Alarm Fees	15,200.50	
001.0000.15.521.10.41.001			9/9/2019	20190910	PD 08/19	1,096.60	
001.0000.15.521.10.41.001			7/5/2019	20190712	PD 06/19	839.75	
001.0000.15.521.10.41.001			8/13/2019	20190834	PD 07/19	6,225.25	
001.0000.15.521.10.41.001			10/8/2019	20191016	PD 09/19	1,579.78	
<b>92328</b>	<b>1/15/2020</b>	<b>010933</b>		<b>POTTS, SAMUEL</b>			<b>\$135.14</b>
001.0000.02.512.51.49.009			12/17/2019	12/17/19	MC 12/17 Interpreter	135.14	
<b>92329</b>	<b>1/15/2020</b>	<b>010204</b>		<b>PROTECT YOUTH SPORTS,</b>			<b>\$108.00</b>
001.0000.09.518.10.41.001			1/1/2020	772491	HR 12/19 Nat'l Combo Searches	108.00	
<b>92330</b>	<b>1/15/2020</b>	<b>000445</b>		<b>PUGET SOUND ENERGY,</b>			<b>\$30,515.74</b>
302.0002.21.595.30.63.001			1/15/2020	400002584532	PWCP AG 2018-156 St. Lighting	132.24	
001.0000.11.576.80.47.005			1/2/2020	200001526637 1/2/20	PKFC 12/02-12/31 9222 Veteran'	64.69	
001.0000.11.576.80.47.005			1/2/2020	200004973653 1/2/20	PKFC 12/02-12/31 14717 Woodlaw	242.75	
101.0000.11.542.63.47.006			1/2/2020	200006381095 1/2/20	PKST 12/02-12/31 7819 150th St	29.65	
101.0000.11.542.63.47.006			1/2/2020	220008814687 1/2/20	PKST 12/02-12/31 7000 150th St	24.57	
101.0000.11.542.63.47.006			1/2/2020	220017817689 1/2/20	PKST 12/02-12/31 11521 GLD SW	97.88	
001.0000.11.576.80.47.005			1/2/2020	220018963391 1/2/20	PKFC 12/02-12/31 10365 112th S	68.33	
001.0000.11.576.80.47.005			1/6/2020	300000000129 1/06/20	PKFC 12/02-12/31 11500 Militar	233.40	
101.0000.11.542.63.47.006			1/6/2020	300000007165 1/06/20	PKST 12/04/19-01/02/20 N of Lk	29,492.63	

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001.0000.11.576.80.47.005			1/6/2020	300000010268 1/06/20	PKFC 12/02-12/31 Woodlawn Ave	129.60	
<b>92331</b>	<b>1/15/2020</b>	<b>005342</b>		<b>RAINIER LIGHTING &amp; ELECTRICAL,</b>			<b>\$1,362.76</b>
001.0000.11.576.81.31.001			12/24/2019	522883-1	PKFC Supplies	1,362.76	
<b>92332</b>	<b>1/15/2020</b>	<b>010478</b>		<b>RICOH USA INC,</b>			<b>\$375.85</b>
503.0000.04.518.80.45.002			12/24/2019	103107049	IT 12/18-01/17/20 Copier	375.85	
<b>92333</b>	<b>1/15/2020</b>	<b>011105</b>		<b>RWC INTERNATIONAL LTD,</b>			<b>\$2,167.52</b>
501.0000.51.548.79.48.005			12/13/2019	1087413	PKFL Car Maint	2,167.52	
<b>92334</b>	<b>1/15/2020</b>	<b>011507</b>		<b>SEUL, MICHAEL</b>			<b>\$398.28</b>
001.0000.02.512.51.49.009			12/10/2019	12/10-12/27/19	MC 12/10-12/27 Interpreter	398.28	
<b>92335</b>	<b>1/15/2020</b>	<b>011255</b>		<b>SHARP BUSINESS SYSTEMS,</b>			<b>\$77.15</b>
503.0000.04.518.80.31.002			12/16/2019	9002464862	IT Toner	77.15	
<b>92336</b>	<b>1/15/2020</b>	<b>010180</b>		<b>SIX ROBBLEES' INC,</b>			<b>\$375.86</b>
501.0000.51.548.79.31.006			12/26/2019	2-723912	PKFL Replacement Jacks For Plo	375.86	
<b>92337</b>	<b>1/15/2020</b>	<b>010447</b>		<b>SPECIAL SERVICES GROUP LLC,</b>			<b>\$328.60</b>
180.0000.15.521.21.41.001			12/24/2019	13615	PDSZ Replacement Battery for C	220.00	
180.0000.15.521.21.41.001			12/24/2019	13615	PDSZ SMA Coax 90 Degree Cable	49.00	
180.0000.15.521.21.41.001			12/24/2019	13615	freight	30.00	
180.0000.15.521.21.41.001			12/24/2019	13615	Sales Tax	29.60	
<b>92338</b>	<b>1/15/2020</b>	<b>010539</b>		<b>STURGILL, CAROL-WRAY</b>			<b>\$22.00</b>
001.0100.11.347.60.03.000			1/2/2020	12/26/19 Refund	PK Yoga Class Refund	22.00	
<b>92339</b>	<b>1/15/2020</b>	<b>002667</b>		<b>TACOMA TOWING LLC,</b>			<b>\$230.79</b>
001.0000.15.521.10.41.070			12/9/2019	239631	PD 12/09	76.93	
001.0000.15.521.10.41.070			1/9/2020	239632	PD 12/09	76.93	
001.0000.15.521.10.41.070			1/9/2020	239788	PD 12/10	76.93	
<b>92340</b>	<b>1/15/2020</b>	<b>011013</b>		<b>TANNE, CARLO</b>			<b>\$279.44</b>
001.0000.02.512.51.49.009			12/10/2019	12/10/19	MC 12/10 Interpreter	279.44	
<b>92341</b>	<b>1/15/2020</b>	<b>009580</b>		<b>T-MOBILE USA,</b>			<b>\$1,898.61</b>
503.0000.04.518.80.42.001			12/21/2019	957784232 12/21/19	IT 11/21-12/20 Phone	157.25	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
503.0000.04.518.80.42.001			12/21/2019	957784232 12/21/19	IT 11/21-12/20 Phone	1,723.64	
503.0000.04.518.80.35.001			12/21/2019	957784232 12/21/19	IT 11/21-12/20 Phone	17.72	
<b>92342</b>	<b>1/15/2020</b>	<b>009580</b>		<b>T-MOBILE USA,</b>			<b>\$509.35</b>
503.0000.04.518.80.42.001			12/21/2019	958015494 12/21/19	IT 11/21-12/20 Phone	365.38	
503.0000.04.518.80.42.001			12/21/2019	958015494 12/21/19	IT 11/21-12/20 Phone	137.72	
503.0000.04.518.80.35.001			12/21/2019	958015494 12/21/19	IT 11/21-12/20 Phone	6.25	
<b>92343</b>	<b>1/15/2020</b>	<b>004621</b>		<b>TPCSC,</b>			<b>\$23,912.04</b>
104.0016.01.557.30.41.001			12/31/2019	661	HM AG 2019-014 12/19 Lodging T	23,912.04	
<b>92344</b>	<b>1/15/2020</b>	<b>010640</b>		<b>TRANSUNION RISK AND,</b>			<b>\$146.94</b>
001.0000.15.521.21.41.001			1/1/2020	212084-201912-1	PD 12/19 People Searches	146.94	
<b>92345</b>	<b>1/15/2020</b>	<b>000564</b>		<b>TUCCI &amp; SONS, INC,</b>			<b>\$1,422.35</b>
101.0000.11.542.30.31.030			12/23/2019	63532	PKST Cold Mix	67.46	
101.0000.11.542.30.31.030			12/10/2019	63434	PKST Hot Mix Asphalt	437.14	
101.0000.11.542.30.31.030			12/16/2019	63491	PKST Hot Mix Asphalt	534.63	
101.0000.11.542.30.31.030			12/9/2019	63411	PKST Hot Mix Asphalt	383.12	
<b>92346</b>	<b>1/15/2020</b>	<b>009856</b>		<b>UTILITIES UNDERGROUND LOCATION,</b>			<b>\$307.02</b>
101.0000.11.544.90.41.001			12/31/2019	9120173	PKST/PKSW 12/19 Excavation Not	153.51	
401.0000.11.531.10.41.001			12/31/2019	9120173	PKST/PKSW 12/19 Excavation Not	153.51	
<b>92347</b>	<b>1/15/2020</b>	<b>002509</b>		<b>VERIZON WIRELESS,</b>			<b>\$5,870.84</b>
180.0000.15.521.21.42.001			12/26/2019	9845115338	IT 11/27-12/26 Phone	648.32	
503.0000.04.518.80.42.001			12/26/2019	9845115338	IT 11/27-12/26 Phone	3,973.32	
503.0000.04.518.80.31.001			12/26/2019	9845115338	IT 11/27-12/26 Phone	47.72	
180.0000.15.521.21.42.001			12/26/2019	9845115339	IT 11/27-12/26 Phone	27.51	
503.0000.04.518.80.42.001			12/26/2019	9845115339	IT 11/27-12/26 Phone	391.01	
503.0000.04.518.80.42.001			12/16/2019	9844363091	IT 11/17-12/16 Phone	152.69	
503.0000.04.518.80.42.001			12/16/2019	9844363091	IT 11/17-12/16 Phone	501.59	
503.0000.04.518.80.42.001			12/16/2019	9844363091	IT 11/17-12/16 Phone	31.04	
503.0000.04.518.80.42.001			12/16/2019	9844363091	IT 11/17-12/16 Phone	97.64	
<b>92348</b>	<b>1/15/2020</b>	<b>012326</b>		<b>VISA - 0131,</b>			<b>\$191.20</b>
001.0000.11.571.20.31.050			12/27/2019	0131/Fin 5 12/27/19	PKRC Supplies	97.80	
503.0000.04.518.80.41.090			12/27/2019	0131/Fin 5 12/27/19	IT Monthly MailChimp	93.40	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>92349</b>	<b>1/15/2020</b>	<b>011723</b>		<b>VISA - 0133,</b>			<b>\$153.24</b>
001.0000.06.515.30.41.001			12/27/2019	0133/Schuma 12/27/19	LG 19-2-08565-2 Case Filing Fe	41.50	
001.0000.01.511.60.31.001			12/27/2019	0133/Schuma 12/27/19	CC Plaque: Councilmember Barth	97.76	
001.0000.01.511.60.31.005			12/27/2019	0133/Schuma 12/27/19	CC 12/16 Council Mtg. Snacks	13.98	
<b>92350</b>	<b>1/15/2020</b>	<b>011525</b>		<b>VISA - 0183,</b>			<b>\$930.79</b>
501.0000.51.521.10.31.006			12/27/2019	0183/Westby 12/27/19	PDFL Supplies	51.64	
503.0015.04.518.80.35.030			12/27/2019	0183/Westby 12/27/19	PD Monitors For IT	879.15	
<b>92351</b>	<b>1/15/2020</b>	<b>011749</b>		<b>VISA - 0513,</b>			<b>\$8.79</b>
502.0000.17.518.35.31.001			12/27/2019	0513/Ferm 12/27/19	PKFC Supplies	8.79	
<b>92352</b>	<b>1/15/2020</b>	<b>011958</b>		<b>VISA - 0975,</b>			<b>\$141.92</b>
105.0001.07.559.20.42.002			12/27/2019	0975/Gumm 12/27/19	AB Abatement 6401 Wildaire Rd	8.00	
190.0004.52.559.31.41.001			12/27/2019	0975/Gumm 12/27/19	CDBG 2019-336-3667-4 Sect. 108	18.00	
190.0004.52.559.31.41.001			12/27/2019	0975/Gumm 12/27/19	CDBG 2019-336-3668-1 Sect. 108	18.00	
105.0001.07.559.20.42.002			12/27/2019	0975/Gumm 12/27/19	AB Abatement 8602 Maple St SW	38.65	
105.0001.07.559.20.42.002			12/27/2019	0975/Gumm 12/27/19	AB Abatement 8604 Maple St SW	23.10	
105.0001.07.559.20.42.002			12/27/2019	0975/Gumm 12/27/19	AB Abatement 5408 Steil. Blvd.	32.00	
105.0001.07.559.20.31.005			12/27/2019	0975/Gumm 12/27/19	AB Water For RHSP Inspector Tr	4.17	
<b>92353</b>	<b>1/15/2020</b>	<b>012354</b>		<b>VISA - 1105,</b>			<b>\$408.27</b>
001.0000.11.571.20.31.050			12/27/2019	1105/Martin 12/27/19	PKRC Christmas Supplies	75.17	
001.0000.11.571.20.31.050			12/27/2019	1105/Martin 12/27/19	PKRC Christmas Supplies	104.16	
001.0000.11.571.20.31.050			12/27/2019	1105/Martin 12/27/19	PKRC Christmas Supplies	35.15	
001.0000.11.571.20.31.050			12/27/2019	1105/Martin 12/27/19	PKRC Christmas Supplies	21.98	
001.0000.11.571.20.31.050			12/27/2019	1105/Martin 12/27/19	PKRC Christmas Supplies	28.60	
001.0000.11.571.20.31.005			12/27/2019	1105/Martin 12/27/19	PKRC Food For Volunteers	60.00	
001.0000.11.571.20.31.005			12/27/2019	1105/Martin 12/27/19	PKRC Food For Volunteers	83.21	
<b>92354</b>	<b>1/15/2020</b>	<b>011540</b>		<b>VISA - 1371,</b>			<b>\$50.00</b>
001.0000.15.521.40.49.001			12/27/2019	1371/Gildeh 12/27/19	PD FBI LEEDA: Gildehaus	50.00	
<b>92355</b>	<b>1/15/2020</b>	<b>012401</b>		<b>VISA - 3408,</b>			<b>\$584.01</b>
195.0024.15.521.30.31.001			12/27/2019	3408/Carrol 12/27/19	PD Printer Cartridges	37.25	
195.0024.15.521.30.31.001			12/27/2019	3408/Carrol 12/27/19	PD 11/23-12/22 Comcast	333.27	
001.0000.15.521.70.35.010			12/27/2019	3408/Carrol 12/27/19	PD Bike Helmets	111.97	
001.0000.15.521.70.35.010			12/27/2019	3408/Carrol 12/27/19	PD Saddle Bags For Bikes	101.52	

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<b>92356</b>	<b>1/15/2020</b>	<b>012415</b>		<b>VISA - 3853,</b>			<b>\$3,057.26</b>
503.0000.04.518.80.49.004			12/27/2019	3853/Fin 2 12/27/19	IT InstantSSL DV Wildcard Cert	786.00	
001.0000.09.518.10.41.001			12/27/2019	3853/Fin 2 12/27/19	HR Balance On Employee Recog.	512.96	
503.0015.04.518.80.35.030			12/27/2019	3853/Fin 2 12/27/19	IT Replacement Monitors	879.15	
503.0015.04.518.80.35.030			12/27/2019	3853/Fin 2 12/27/19	IT Replacement Monitors	879.15	
<b>92357</b>	<b>1/15/2020</b>	<b>011858</b>		<b>VISA - 5157,</b>			<b>\$4,876.41</b>
001.0000.15.521.26.35.010			12/27/2019	5157/PD1 12/27/19	PD Supplies	1,317.07	
001.0000.15.521.10.31.001			12/27/2019	5157/PD1 12/27/19	PD Batteries	21.96	
001.0000.15.521.23.42.001			12/27/2019	5157/PD1 12/27/19	PD Phone Minutes	141.20	
001.0000.15.521.10.31.001			12/27/2019	5157/PD1 12/27/19	PD Lanyards	70.00	
001.0000.15.521.26.31.008			12/27/2019	5157/PD1 12/27/19	PD Pants, Shirts	371.76	
001.0000.15.521.23.49.001			12/27/2019	5157/PD1 12/27/19	PD Rub Maps Subscription	150.49	
001.0000.15.521.70.35.010			12/27/2019	5157/PD1 12/27/19	PD Head Lamps & Traffic Batons	134.68	
001.0000.15.521.70.35.010			12/27/2019	5157/PD1 12/27/19	PD Flashlights	645.02	
001.0000.15.521.32.31.001			12/27/2019	5157/PD1 12/27/19	PD Promotional Supplies	2,024.23	
<b>92358</b>	<b>1/15/2020</b>	<b>011642</b>		<b>VISA - 6610,</b>			<b>\$1,056.87</b>
181.0000.15.521.21.43.006			12/27/2019	6610/PD4 12/27/19	PD IAHTI: Larson	183.51	
181.0000.15.521.21.43.005			12/27/2019	6610/PD4 12/27/19	PD IAHTI: Larson	71.92	
181.0000.15.521.21.43.002			12/27/2019	6610/PD4 12/27/19	PD IAHTI: Larson	551.44	
001.0000.15.521.10.43.005			12/27/2019	6610/PD4 12/27/19	PD Good To Go Replenish	250.00	
<b>92359</b>	<b>1/15/2020</b>	<b>011659</b>		<b>VISA - 7212,</b>			<b>\$4,121.23</b>
101.0000.11.544.90.31.001			12/27/2019	7212/PWOM 12/27/19	PKST Food For Safety Training/	28.12	
001.0000.07.558.60.43.005			12/27/2019	7212/PWOM 12/27/19	CD Good To Go Toll	5.50	
501.0000.51.548.79.48.005			12/27/2019	7212/PWOM 12/27/19	PKFL Bucket Truck Repairs	3,923.68	
101.0000.11.544.90.31.001			12/27/2019	7212/PWOM 12/27/19	PKST Supplies	63.64	
001.0000.09.518.10.31.005			12/27/2019	7212/PWOM 12/27/19	HR Equity Team Training/Mtg. L	111.27	
101.0000.11.544.90.31.001				7212/PWOM 12/27/19	PKST Return Supplies	-10.98	
<b>92360</b>	<b>1/15/2020</b>	<b>012484</b>		<b>VISA - 7482,</b>			<b>\$300.00</b>
195.0021.02.512.53.31.001			12/27/2019	7482/Wright 12/27/19	PDGR Orca Card For Veteran Net	100.00	
195.0021.02.512.53.31.001			12/27/2019	7482/Wright 12/27/19	PDGR Orca Card For Veteran Bro	100.00	
195.0021.02.512.53.31.001			12/27/2019	7482/Wright 12/27/19	PDGR Orca Card For Veteran Sem	100.00	
<b>92361</b>	<b>1/15/2020</b>	<b>011136</b>		<b>VISA - 7750,</b>			<b>\$27.80</b>
001.0000.99.518.40.42.002			12/27/2019	7750/Allen 12/27/19	ND 12/03 Shipping	14.15	
001.0000.99.518.40.42.002			12/27/2019	7750/Allen 12/27/19	ND 12/17 Shipping	13.65	

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<b>92362</b>	<b>1/15/2020</b>	<b>011138</b>		<b>VISA - 7776,</b>			<b>\$586.09</b>
001.0000.11.576.80.49.003			12/27/2019	7776/Anders 12/27/19	PKFC Pest Lic Renewal	67.98	
001.0000.11.576.80.31.001			12/27/2019	7776/Anders 12/27/19	PKFC Christmas Tree Supplies	263.58	
001.0000.11.576.80.31.008			12/27/2019	7776/Anders 12/27/19	PKFC Coat & Coveralls	254.53	
<b>92363</b>	<b>1/15/2020</b>	<b>011140</b>		<b>VISA - 7800,</b>			<b>\$1,854.81</b>
101.0000.11.542.66.31.001			12/27/2019	7800/Cummin 12/27/19	PKST Supplies	707.32	
101.0000.11.542.30.48.001			12/27/2019	7800/Cummin 12/27/19	PKST Annual Svc: Generator, Co	526.28	
101.0000.11.542.30.48.001			12/27/2019	7800/Cummin 12/27/19	PKST Svc. On Sprayer & Generat	394.63	
401.0000.11.531.10.49.003			12/27/2019	7800/Cummin 12/27/19	PKSW HAZWOPER Refresher: Cummi	220.00	
101.0000.11.544.90.31.001			12/27/2019	7800/Cummin 12/27/19	PKST Supplies	6.58	
<b>92364</b>	<b>1/15/2020</b>	<b>011148</b>		<b>VISA - 7867,</b>			<b>\$666.07</b>
001.0000.11.576.80.31.001			12/27/2019	7867/Hinkle 12/27/19	PKFC Flooring For Stage	361.15	
001.0000.11.576.81.48.001			12/27/2019	7867/Hinkle 12/27/19	PKFC Generator Repair	304.92	
<b>92365</b>	<b>1/15/2020</b>	<b>011158</b>		<b>VISA - 7966,</b>			<b>\$3,638.03</b>
001.0000.15.521.40.49.001			12/27/2019	7966/Pitts 12/27/19	PD NATIA: Larson	50.00	
001.0000.15.521.10.35.010			12/27/2019	7966/Pitts 12/27/19	PD Belly Chain	93.45	
001.0000.15.521.40.49.003			12/27/2019	7966/Pitts 12/27/19	PD Female Enforcer:Fitzgerald	359.00	
180.0000.15.521.21.49.003			12/27/2019	7966/Pitts 12/27/19	PD WSNIA: Crommes, Larson, Cla	2,765.00	
001.0000.15.521.40.49.003			12/27/2019	7966/Pitts 12/27/19	PD PNW Pub Ord Pol: Alwine, Un	97.47	
001.0000.15.521.10.35.004			12/27/2019	7966/Pitts 12/27/19	PD Chair: Hall	296.68	
001.0000.15.521.40.49.001			12/27/2019	7966/Pitts 12/27/19	PD IACP: Alwine	190.00	
181.0000.15.521.21.43.002				7966/Pitts 12/27/19	PD IAHTI: Larson	-213.57	
<b>92366</b>	<b>1/15/2020</b>	<b>012291</b>		<b>VISA - 7970,</b>			<b>\$943.10</b>
001.0000.03.513.10.43.006			12/27/2019	7970/Caulfi 12/27/19	CM Fed. Del. Mtgs: Caulfield	33.79	
001.0000.03.513.10.43.005			12/27/2019	7970/Caulfi 12/27/19	CM Fed. Del. Mtgs: Caulfield	63.27	
001.0000.03.513.10.43.002			12/27/2019	7970/Caulfi 12/27/19	CM Fed. Del. Mtgs: Caulfield	423.02	
001.0000.01.511.60.43.002			12/27/2019	7970/Caulfi 12/27/19	CC Fed. Del. Mtgs: Anderson	423.02	
<b>92367</b>	<b>1/15/2020</b>	<b>011159</b>		<b>VISA - 7974,</b>			<b>\$655.44</b>
001.0000.11.569.50.31.001			12/27/2019	7974/Scheid 12/27/19	PKSR Supplies	15.81	
001.0000.11.569.50.31.001			12/27/2019	7974/Scheid 12/27/19	PKSR Holiday Supplies	16.40	
001.0000.11.569.50.31.001			12/27/2019	7974/Scheid 12/27/19	PKSR Lock & Storage Supplies	29.76	
001.0000.11.569.50.35.001			12/27/2019	7974/Scheid 12/27/19	PKSR Instrument Supplies	578.11	
001.0000.11.569.50.31.001			12/27/2019	7974/Scheid 12/27/19	PKSR Supplies	15.36	

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<b>92368</b>	<b>1/15/2020</b>	<b>011162</b>		<b>VISA - 8006,</b>			<b>\$446.23</b>
001.0000.15.521.10.49.001			12/27/2019	8006/Unfred 12/27/19	PD Pol Exec Res Dues Thru 12/3	200.00	
001.0000.15.521.40.49.003			12/27/2019	8006/Unfred 12/27/19	PD AHIMTA Sym: Unfred	100.00	
001.0000.15.521.40.43.006			12/27/2019	8006/Unfred 12/27/19	PD AHIMTA Sym: Unfred	44.28	
001.0000.15.521.40.43.005			12/27/2019	8006/Unfred 12/27/19	PD AHIMTA Sym: Unfred	101.95	
<b>92369</b>	<b>1/15/2020</b>	<b>011163</b>		<b>VISA - 8014,</b>			<b>\$465.90</b>
001.0000.11.576.80.31.001			12/27/2019	8014/Willia 12/27/19	PK Propane Tank Covers	103.26	
001.0000.11.576.80.31.001			12/27/2019	8014/Willia 12/27/19	PK Fire Pit Covers	52.74	
001.0000.11.576.80.31.001			12/27/2019	8014/Willia 12/27/19	PK Fire Pit Covers	309.90	
<b>92370</b>	<b>1/15/2020</b>	<b>011165</b>		<b>VISA - 8030,</b>			<b>\$1,421.79</b>
104.0007.01.557.30.44.001			12/27/2019	8030/Fin 1 12/27/19	HM FaceBook Ad For Tree Lighti	24.65	
001.9999.11.565.10.41.020			12/27/2019	8030/Fin 1 12/27/19	PKHS Vape Prevention Supplies	412.99	
001.9999.11.565.10.41.020			12/27/2019	8030/Fin 1 12/27/19	PKHS Vape Prevention Supplies	105.00	
503.0015.04.518.80.35.030			12/27/2019	8030/Fin 1 12/27/19	IT Monitors	879.15	
<b>92371</b>	<b>1/15/2020</b>	<b>011167</b>		<b>VISA - 8055,</b>			<b>\$223.79</b>
001.0000.07.558.65.49.003			12/27/2019	8055/Fin 3 12/27/19	CD Webcast Nonlawyer Roles: Sp	162.98	
001.0000.09.518.91.31.009			12/27/2019	8055/Fin 3 12/27/19	HR Festive Sweater Event Snack	60.81	
<b>92372</b>	<b>1/15/2020</b>	<b>011168</b>		<b>VISA - 8063,</b>			<b>\$85.29</b>
101.0000.21.544.20.31.001			12/27/2019	8063/Fin 4 12/27/19	PWST Supplies	17.56	
192.0000.00.558.60.49.004			12/27/2019	8063/Fin 4 12/27/19	SSMP Yearly QR Code Subscripti	67.06	
192.0000.00.558.60.49.004			12/27/2019	8063/Fin 4 12/27/19	SSMP Int'l Trx Fee on QR Code	0.67	
<b>92373</b>	<b>1/15/2020</b>	<b>011172</b>		<b>VISA - 8105,</b>			<b>\$575.00</b>
001.0000.15.521.40.49.003			12/27/2019	8105/PD2 12/27/19	PD FBINAA Conf: Alwine	575.00	
<b>92374</b>	<b>1/15/2020</b>	<b>012495</b>		<b>VISA - 8258,</b>			<b>\$2,619.44</b>
503.0000.04.518.80.31.001			12/27/2019	8258/Fin 6 12/27/19	IT Cases & Chargers	109.80	
503.0000.04.518.80.31.001			12/27/2019	8258/Fin 6 12/27/19	IT Chargers	2,304.64	
001.0000.11.571.10.49.003			12/27/2019	8258/Fin 6 12/27/19	PKRC WWRC Legislative Day: Dod	75.00	
301.0014.11.594.76.63.001			12/27/2019	8258/Fin 6 12/27/19	PK Water Avail. Application: 8	130.00	
<b>92375</b>	<b>1/15/2020</b>	<b>011714</b>		<b>VISA - 8434,</b>			<b>\$55.12</b>
001.0000.15.521.10.31.001			12/27/2019	8434/Nichol 12/27/19	PD Coca With Cops Supplies	9.98	
001.0000.15.521.10.31.001			12/27/2019	8434/Nichol 12/27/19	PD Coca With Cops Supplies	45.14	

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<b>92376</b>	<b>1/15/2020</b>	<b>011177</b>		<b>VISA - 8550,</b>			<b>\$608.73</b>
001.0000.13.558.70.49.004			12/27/2019	8550/Newton 12/27/19	ED 11/29-12/29 Dropbox	13.21	
001.0000.13.558.70.49.004			12/27/2019	8550/Newton 12/27/19	ED Property Database Svcs	100.00	
001.0000.13.558.70.49.003			12/27/2019	8550/Newton 12/27/19	ED Lkwd Chamber Annual Dinner/	60.00	
001.0000.13.558.70.43.005			12/27/2019	8550/Newton 12/27/19	ED Travel Tacoma Mtg: Newton	12.00	
001.0000.13.558.70.49.004			12/27/2019	8550/Newton 12/27/19	ED 12/09/19-12/08/20 Advantage	422.02	
001.0000.13.558.70.43.005			12/27/2019	8550/Newton 12/27/19	ED Pierce County Mtg: Newton	1.50	
<b>92377</b>	<b>1/15/2020</b>	<b>011950</b>		<b>VISA - 9639,</b>			<b>\$570.61</b>
001.0000.15.521.80.31.001			12/27/2019	9639/Beard 12/27/19	PD Nitrile Exams	570.61	
<b>92378</b>	<b>1/15/2020</b>	<b>011949</b>		<b>VISA - 9993,</b>			<b>\$1,984.52</b>
503.0000.04.518.80.31.001			12/27/2019	9993/White 12/27/19	IT Supplies	10.98	
503.0000.04.518.80.49.004			12/27/2019	9993/White 12/27/19	IT Monthly Pandora For CH	29.62	
503.0000.04.518.80.49.004			12/27/2019	9993/White 12/27/19	IT Creative Cloud	58.24	
503.0000.04.518.80.49.004			12/27/2019	9993/White 12/27/19	IT PhotoShop	10.98	
503.0000.04.518.80.49.004			12/27/2019	9993/White 12/27/19	IT 12/11/19-01/11/20 Fix & Pro	29.99	
503.0000.04.518.80.49.004			12/27/2019	9993/White 12/27/19	IT Int'l Trx Fee For Fix & Pro	0.30	
503.0000.04.518.80.31.001			12/27/2019	9993/White 12/27/19	IT Supplies	48.04	
503.0000.04.518.80.49.004			12/27/2019	9993/White 12/27/19	IT InDesign	23.07	
503.0015.04.518.80.35.030			12/27/2019	9993/White 12/27/19	IT Monitors	879.15	
503.0015.04.518.80.35.030			12/27/2019	9993/White 12/27/19	IT Monitors	879.15	
503.0000.04.518.80.49.004			12/27/2019	9993/White 12/27/19	IT Dreamhost Website Certifica	15.00	
<b>92379</b>	<b>1/15/2020</b>	<b>000595</b>		<b>WASHINGTON ASSOC OF SHERIFFS,</b>			<b>\$264.17</b>
001.0000.02.523.30.41.001			11/30/2019	EM 2019-00524	MC 11/19 Home Monitoring	264.17	
<b>92380</b>	<b>1/15/2020</b>	<b>009957</b>		<b>WASHINGTON TRACTOR INC,</b>			<b>\$3,400.82</b>
001.0000.11.576.80.48.001			12/6/2019	1982298	PKFC Wide Area Mower Winter Sv	927.97	
001.0000.11.576.80.48.001			12/23/2019	1989533	PKFC ZTrak Winter Svc, Repairs	2,472.85	
<b>92381</b>	<b>1/15/2020</b>	<b>012398</b>		<b>WEST COAST CODE CONSULTANTS IN,</b>			<b>\$827.50</b>
001.0000.07.558.50.41.001			11/10/2019	2019-LAK-OCT	CD 10/19 Plan Review	827.50	
<b>92382</b>	<b>1/15/2020</b>	<b>001882</b>		<b>YWCA PIERCE COUNTY,</b>			<b>\$8,245.05</b>
001.0000.11.565.10.41.020			1/7/2020	Q4/19	PKHS AG 2019-050 Q4/19 Domesti	8,245.05	
<b>92383</b>	<b>1/15/2020</b>	<b>008553</b>		<b>ZONES INC,</b>			<b>\$3,427.98</b>

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503.0015.04.518.80.35.030			12/30/2019	K14456130100	IT Supplies	2,967.19	
503.0015.04.518.80.35.030			11/25/2019	K14264240101	IT DomeCam	460.79	
<b>92384</b>	<b>1/15/2020</b>	<b>011812</b>		<b>ARCHIVE SOCIAL INC,</b>			<b>\$4,788.00</b>
503.0000.04.518.80.48.003			1/1/2020	9405	IT ArchiveSocial Std. Pkg. Ann	4,788.00	
<b>92385</b>	<b>1/15/2020</b>	<b>010262</b>		<b>CENTURYLINK,</b>			<b>\$102.16</b>
503.0000.04.518.80.42.001			1/2/2020	253-581-8220 448B	IT 01/02-02/02 Phone	51.08	
503.0000.04.518.80.42.001			1/1/2020	253-584-5364 399B	IT 01/01-02/01 Phone	51.08	
<b>92386</b>	<b>1/15/2020</b>	<b>003948</b>		<b>COMCAST CORPORATION,</b>			<b>\$279.80</b>
180.0000.15.521.21.42.001			1/6/2020	8498 30 099 0003937	PD 01/16-02/15 TLSO Modem	279.80	
<b>92387</b>	<b>1/15/2020</b>	<b>009472</b>		<b>DISH NETWORK LLC,</b>			<b>\$158.00</b>
503.0000.04.518.80.42.001			1/4/2020	8255 7070 8168 1616	IT 01/16-02/15 PD TV/HD Receiv	158.00	
<b>92388</b>	<b>1/15/2020</b>	<b>010425</b>		<b>DOYLE PRINTING COMPANY,</b>			<b>\$52.75</b>
001.0000.15.521.80.41.001			1/6/2020	61948	PD Bus Cards: A. Beard	52.75	
<b>92389</b>	<b>1/15/2020</b>	<b>005398</b>		<b>GLOBAL SECURITY &amp;,</b>			<b>\$174.58</b>
101.0000.11.543.50.41.001			1/1/2020	4389842	PKST Q1/20 Intrusion Monitorin	174.58	
<b>92390</b>	<b>1/15/2020</b>	<b>008664</b>		<b>HOLROYD COMPANY INC,</b>			<b>\$76.82</b>
101.0000.11.542.70.31.030			1/7/2020	353395	PKST Crushed Rock	76.82	
<b>92391</b>	<b>1/15/2020</b>	<b>010885</b>		<b>JOHNSTON GROUP LLC,</b>			<b>\$6,266.48</b>
001.0000.03.513.10.41.001			1/2/2020	1024	CM AG 2019-172 01/20 Fed. Gov.	6,266.48	
<b>92392</b>	<b>1/15/2020</b>	<b>000280</b>		<b>LAKEWOOD CHAMBER OF COMMERCE,</b>			<b>\$600.00</b>
001.0000.01.511.60.49.003			1/8/2020	54734	CC Horizons Econ. Forecast 202	120.00	
001.0000.01.511.60.49.003			1/8/2020	54735	CC Horizons Econ. Forecast 202	120.00	
001.0000.01.511.60.49.003			1/8/2020	54736	CC Horizons Econ. Forecast 202	120.00	
001.0000.01.511.60.49.003			1/8/2020	54737	CC Horizons Econ. Forecast 202	120.00	
001.0000.07.558.65.49.003			12/11/2019	54407	CD Horizons Econ. Forecast 202	120.00	
<b>92393</b>	<b>1/15/2020</b>	<b>000309</b>		<b>LES SCHWAB TIRE CENTER,</b>			<b>\$1,914.90</b>
501.0000.51.548.79.48.005			1/3/2020	30500583836	PKFL Tires	1,914.90	
<b>92394</b>	<b>1/15/2020</b>	<b>007866</b>		<b>PLANNING ASSOC OF WASHINGTON,</b>			<b>\$450.00</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.07.558.60.49.001			12/6/2019	1580	CD 2020 PAW Membership: Speir,	450.00	
<b>92395</b>	<b>1/15/2020</b>	<b>010630</b>		<b>PRINT NW,</b>			<b>\$1,253.01</b>
001.0000.07.558.50.49.005			1/10/2020	D27017101	CD Stop Work Notice Forms	344.37	
001.0000.07.558.60.31.001			1/10/2020	W26947801	CD/AB Public Notice Signs	454.32	
105.0001.07.559.20.31.001			1/10/2020	W26947801	CD/AB Public Notice Signs	454.32	
<b>92396</b>	<b>1/15/2020</b>	<b>009152</b>		<b>PUBLIC FINANCE INC,</b>			<b>\$245.15</b>
202.0000.00.514.20.41.001			1/2/2020	0002210	DS Q1/20 LiD Admin	245.15	
<b>92397</b>	<b>1/15/2020</b>	<b>011799</b>		<b>RAGNASOFT INC,</b>			<b>\$300.00</b>
503.0000.04.518.80.42.001			1/3/2020	RSI-0004330	IT 5000 Added Minutes For Use	300.00	
<b>92398</b>	<b>1/15/2020</b>	<b>000543</b>		<b>TACOMA-PIERCE COUNTY BAR ASSOC,</b>			<b>\$395.00</b>
001.0000.06.515.32.49.001			1/13/2020	17792 McKain 2020	LG McKain 2020 TPCBA	190.00	
001.0000.06.515.30.49.001			1/13/2020	18400 Wachter 2020	LG Wachter 2020 TPCBA	130.00	
001.0000.06.515.30.49.003			1/14/2020	02/21/20 Wachter	LG Annual Lincoln Day Banquet:	75.00	
<b>92399</b>	<b>1/15/2020</b>	<b>012527</b>		<b>UPSHAW, MATTYE</b>			<b>\$3,800.00</b>
001.0000.15.237.20.00.000			1/3/2020	01/03/20 Evidence	PD Evidence Property:Raynard U	3,800.00	
<b>92400</b>	<b>1/15/2020</b>	<b>000577</b>		<b>WABO,</b>			<b>\$525.00</b>
001.0000.07.558.50.49.003			12/30/2019	38376	CD 2020 Winter Permit Tech Cou	340.00	
001.0000.07.558.50.49.001			12/2/2019	Member 2020 Gindy	CD 2020 WABO Membership: Gindy	185.00	
<b>92401</b>	<b>1/15/2020</b>	<b>011595</b>		<b>WALTER E NELSON CO,</b>			<b>\$774.51</b>
502.0000.17.518.30.31.001			1/8/2020	739873	PKFC Supplies	774.51	
<b>92402</b>	<b>1/15/2020</b>	<b>000576</b>		<b>WASHINGTON STATE BAR ASSOC,</b>			<b>\$538.00</b>
001.0000.06.515.30.49.001			1/14/2020	18400 Wachter 2020	LG 18400 Wachter 2020 WSBA Lic	488.00	
001.0000.02.512.50.49.001			11/4/2019	20284 Adams 2020	MC 2020 Judicial License: Adam	50.00	
<b>92403</b>	<b>1/15/2020</b>	<b>010601</b>		<b>WFG NATIONAL TITLE CO OF WA,</b>			<b>\$25.00</b>
102.0000.00.318.34.00.000			1/14/2020	ETR 4429906/17 78567	RE REET Surcharge Refund 22000	12.50	
102.0000.00.318.35.00.000			1/14/2020	ETR 4429906/17 78567	RE REET Surcharge Refund 22000	12.50	
<b>92404</b>	<b>1/15/2020</b>	<b>009254</b>		<b>WFOA,</b>			<b>\$75.00</b>
001.0000.04.514.20.49.001			1/13/2020	20-63775669 Dues	FN 2020 Membership T. Kraus	75.00	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
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**# of Checks Issued      314**

**Total                    \$3,523,220.78**

Less Voided/Adjusted checks

Check 92166            (526.28)

Check 92269            4.67

Check 91370            (306.00)

Check 88077            (25.00)

**Total                    \$3,522,368.17**

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> February 18, 2020	<b>TITLE:</b> A MOTION of the City Council of the City of Lakewood, Washington authorizing the execution of a contract with BERK & Associates to act as consultant for the development of a Lakewood Station District Subarea Plan, Planned Action and Hybrid Form-Based Code.	<b>TYPE OF ACTION:</b> __ORDINANCE NO. __RESOLUTION NO. <u>X</u> MOTION NO. 2020-07 __OTHER
<b>REVIEW:</b> January 6, 2020 February 10, 2020 Study Session		
<b>ATTACHMENTS:</b> Draft Contract with BERK & Associates		

**SUBMITTED BY:** David Bugher, Assistant City Manager for Development Services  
Tiffany Speir, Planning Manager (Special Projects)

**RECOMMENDATION:** It is recommended that the City Council approve a Motion authorizing the attached contract with Berk & Associates to act as consultant in work creating a Lakewood Station District Subarea (LSDS) Plan, Planned Action and Hybrid Form-Based Code.

**DISCUSSION:** Lakewood has been awarded a \$100,000 Department of Commerce grant to create a Lakewood Station District Subarea Plan, Planned Action and Hybrid Form-Based Code. After issuing an RFP and conducting interviews with applicants, BERK & Associates is recommended to act as consultant on the project. On February 10, the Council reviewed the potential boundaries for the LSDS and information about the impetus for the subarea plan.

**ALTERNATIVE(S):** The Council could adopt, not adopt, or amend the Motion as presented in the Recommendation section above.

**FISCAL IMPACT:** The fiscal impact to Lakewood will be minimal. The Department of Commerce will reimburse the City for payments made to the consultant.

Prepared by:  
Tiffany Speir, Planning Manager, Special Projects

Department Director:  
Dave Bugher, ACM for Development Services



\_\_\_\_\_  
City Manager Review

**PROFESSIONAL SERVICES AGREEMENT  
FOR**

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This Professional Services Agreement ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between the City of Lakewood, a Washington municipal corporation ("City"), and \_\_\_\_\_, \_\_\_\_\_ ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

:	<b>CITY OF LAKEWOOD:</b>

The Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. GENERAL PROVISIONS.**

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

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

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

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

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

12.5 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information as requested by the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for same.

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



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

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

[Signature page follows]

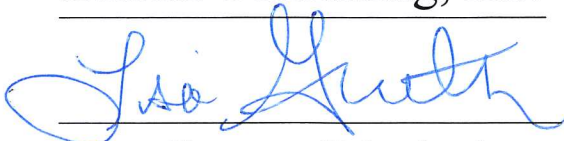
IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

Date: January 15th, 2020

CITY OF LAKEWOOD

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

BERK Consulting, Inc.

  
Lisa Grueter, Principal

ATTEST:

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

APPROVED AS TO FORM:

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

**IF NEEDED PICK APPROPRIATE NOTARY:**

**Corporate:**



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

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

GIVEN my hand and official seal this 15th day of January, 2020.

Notary's signature

Notary's printed name

Michele Renee Eakins-Te Selle  
Notary Public in and for the State of Washington.  
My commission expires 6-11-2020

**Individual:**

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

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

GIVEN my hand and official seal this 15th day of January, 2020.

Notary's signature \_\_\_\_\_

Notary's printed name \_\_\_\_\_

Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

## **EXHIBIT “A”**

### **SERVICES**

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

1. The Contractor shall do or provide the following:

## **EXHIBIT “B”**

### **COMPENSATION**

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

2. Method of Compensation:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004		<b>CONTACT NAME:</b> Kim Andrews-McClellan <b>PHONE (A/C, No, Ext):</b> (425) 455-5640 <b>FAX (A/C, No):</b> (425) 455-6727 <b>E-MAIL ADDRESS:</b> kandrews@tpgrp.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Fire Insurance of Hartford	
		<b>INSURER B:</b> Continental Casualty Company	
		<b>INSURER C:</b> Underwriters at Lloyds, London	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** 19-20 GL AL SG UMB PL

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		4017749887	09/18/2019	09/18/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4017749887	09/18/2019	09/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4017751039	09/18/2019	09/18/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4017749887	09/18/2019	09/18/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>PROFESSIONAL LIABILITY</b> CLAIMS-MADE FORM			W16985190601	09/18/2019	09/18/2020	EACH CLAIM \$2,000,000 AGGREGATE \$2,000,000 RETENTION \$10,000


**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: R0010472 Lakewood Downtown Station Subarea  
 Project Dates: 01/15/2020-06/30/2021

Certificate holder is additional insured, primary and noncontributory, for general liability as required by written contract per the terms and conditions of the policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of Lakewood Attn: Tiffany Speir 6000 Main Street SW Lakewood WA 98499	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

**SCHEDULE****Name Of Person Or Organization:**

City of Lakewood  
6000 Main Street SW  
Lakewood, WA 98499

Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

It is understood and agreed that the section entitled **WHO IS AN INSURED** is amended with the addition of the following:

- A.** The person or organization shown in the Schedule is an insured, but only with respect to such person or organization's liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. in the performance of your ongoing operations; or
  - 2. in connection with premises owned by or rented to you.
- B.** However, if coverage for the additional insured is required by written contract or written agreement, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide such additional insured with:
  - 1. coverage broader than required by such contract or agreement; or
  - 2. a higher limit of insurance than required by such contract or agreement.
- C.** The coverage granted by this endorsement does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

**BLANKET ADDITIONAL INSURED  
AND  
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

<b><u>TABLE OF CONTENTS</u></b>
<b><u>I. Blanket Additional Insured Provisions</u></b>
<b><u>A. Additional Insured – Blanket Vendors</u></b>
<b><u>B. Miscellaneous Additional Insureds</u></b>
<b><u>C. Additional Provisions Pertinent to Additional Insured Coverage</u></b>
<b><u>1. Primary – Noncontributory provision</u></b>
<b><u>2. Definition of "written contract."</u></b>
<b><u>II. Liability Extension Coverages</u></b>
<b><u>A. Bodily Injury – Expanded Definition</u></b>
<b><u>B. Broad Knowledge of Occurrence</u></b>
<b><u>C. Estates, Legal Representatives and Spouses</u></b>
<b><u>D. Legal Liability – Damage to Premises</u></b>
<b><u>E. Personal and Advertising Injury – Discrimination or Humiliation</u></b>
<b><u>F. Personal and Advertising Injury – Broadened Eviction</u></b>
<b><u>G. Waiver of Subrogation - Blanket</u></b>

**I. BLANKET ADDITIONAL INSURED PROVISIONS**

**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;





- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  - 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
  - 4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

#### **B. MISCELLANEOUS ADDITIONAL INSURED**

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract".
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such "written contract";
  - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

##### **a. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
  - (c) The ownership, maintenance or use of any elevators covered by this insurance; or



(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
  - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
  - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

With respect only to additional insured coverage provided under paragraphs A. and B. above:

- 1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- 2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

- (1) The "bodily injury" or "property damage"; or
  - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

## **II. LIABILITY EXTENSION COVERAGES**

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### **A. Bodily Injury – Expanded Definition**

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### **B. Broad Knowledge of Occurrence**

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### **C. Estates, Legal Representatives and Spouses**

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

### **D. Legal Liability – Damage To Premises**

- 1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

#### **k. Damage To Property**

"Property damage" to:

- 1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of



such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

#### **E. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
    - (1) Not done intentionally by or at the direction of:
      - (a) The insured; or

- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
      - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- 2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:
  - (15) **Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
  - (16) **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
  - (17) **Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.
- 3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

#### **F. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

#### **G. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

100200087 40177498878327



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> February 18, 2020	<b>TITLE:</b> Stowe Development & Strategies Consulting Contract for Lakewood Landing and Target redevelopment efforts	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION NO.
<b>REVIEW:</b> February 18, 2020	<b>ATTACHMENTS:</b> Contract and scope of work	<u>X</u> MOTION NO. 2020-08 — OTHER

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

**RECOMMENDATION:** It is recommended that the City Council approve an amended contract with Stowe Development & Strategies to support Pacific Highway and other target redevelopment areas.

**DISCUSSION:** A contract for an amount not to exceed \$49,999 was executed for economic development services in 2016 with Stowe Development & Strategies. Consultant fees have exceeded this amount.

The consultant has worked with the City Manager and staff on redevelopment efforts primarily along Pacific Highway. The work has included identifying real estate brokers and developers, meeting with and executing agreements with WSDOT, identifying methods to market property, conducting bidding processes with brokers, property assembly, owner meetings, development agreements, strategies, guiding Lakewood Landing concept development, and providing assistance on major redevelopment efforts.

The Lakewood Landing project is continuing to move forward. The next steps for Phase I of the project will be to finalize the development agreement and concept, continue property owner engagement, and market the property to developers. In addition, work with WSDOT continues as we look for ways to fund the relocation of the WSDOT public works facility. It will be critical to keep the team together in order to realize sustainable, realistic, and forward thinking redevelopment for the community and the South Sound.

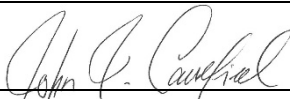
Stowe Development & Strategies is a critical partner for the Lakewood Landing project.

The amount requested to extend this contract is \$52,485 (total contract 2016-2021 is \$102,485.00)

**ALTERNATIVE(S):** 1) Approve the amended contract, or, 2) Deny the amended contract

**FISCAL IMPACT:** Total contract cost, 2016-2021, is \$102,485.00 of which \$50,651.55 has been incurred. \$52,485 is the estimated cost through 12/31/2021.

Becky Newton  
Prepared by

  
City Manager Review

\_\_\_\_\_  
Department Director

**THIRD ADDENDUM TO THE CITY OF LAKEWOOD ECONOMIC DEVELOPMENT  
CONSULTING SERVICES PROFESSIONAL SERVICES AGREEMENT**

THIS ADDENDUM is made and entered into this \_\_\_\_ day of February, 2020 by and between the City of Lakewood (City) and Stowe Development & Strategies (Contractor). The parties do hereby agree to the following amendment to the original agreement executed September 29, 2016.

ITEM ONE. The Term of this Agreement shall be upon execution through December 31, 2021. This contract may be extended again by addendum.

ITEM TWO. The Contractor shall perform the services described in Exhibit "A" Scope of Work, attached hereto.

ITEM THREE. The Contractor will be paid by the City for services as provided in Exhibit "B" Rates, attached hereto.

ITEM FOUR. All other terms of the professional services agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year written above.

**CITY OF LAKEWOOD**

**STOWE DEVELOPMENT & STRATEGIES**



\_\_\_\_\_  
John Caulfield, City Manager

\_\_\_\_\_  
Robert S. Stowe

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

Date \_\_\_\_\_

Attest:

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

Approved as to Form:

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



**Exhibit A**

**PACIFIC HIGHWAY REDEVELOPMENT**

**Scope of Work**

**updated February 10, 2020 (original dated 4/18/2019)**

Consultant will provide the services and strategic advice listed below to the City, working under the direction of its City Manager to support the redevelopment of the Pacific Highway properties. Consultant will perform as many of the services listed in the general order below until the Total Compensation identified in Exhibit B is reached.

**Phase 1      Coordinate the Work of Collins Woerman (Engineering Consultant) to:**

- A.      Develop a planning level estimate of the costs and expenses associated with the construction of a new WSDOT replacement facility (based on State Executive Order 1801 – Environmental Performance - Zero Energy Design & Executive Order 1607 – Modern Work Facility) and the relocation of WSDOT equipment and personnel.
- B.      Create a conceptual design and/or requirements of the capital facility improvements for the WSDOT Replacement Facility.
- C.      Identify or reaffirm potential Alternative Sites for the WSDOT Replacement Facility, based on WSDOT's site selection criteria and capital facility requirements.

**Estimated Cost:**      ***\$2,500 COMPLETED***

**Phase 2      Engage the Pacific Highway Property Owners regarding:**

- A.      The sale and redevelopment opportunities. Determine interest and potential development boundary.
- B.      Issue and manage the **RFP for Broker Services**–Pacific Highway Properties (area to be determined).

**Estimated Cost:**      ***\$20,000 COMPLETED***

**Phase 3      Coordinate the Work of the following:**

- A.      Environmental Phase 1 Environmental Assessment for the WSDOT Property.
- B.      Appraisal of the WSDOT property.

**Estimated Cost:**      ***\$1,000 COMPLETED***

**Phase 4 Assist City Lobbyists with the following:**

- A. Identify potential sources of funding for site acquisition and construction of the WSDOT replacement facility.
- B. Explore legislation or administrative means by which WSDOT can retain any proceeds from the sale of the WSDOT Property for use in site acquisition and construction of the WSDOT Replacement Facility.

**Estimated Cost:** \$2,500 (increased from \$1,500 due to project momentum)  
**\$1,500 COMPLETED**

**Phase 5 Manage Property/Development Offering and Recruitment leading to purchase and sale/development agreement. Note: Real estate broker fees paid from sales commission.**

**Estimated Cost:** \$45,000 (increased from \$30,000 due to project momentum)  
**\$6,666.55 INITIAL WORK COMPLETED**

**Phase 6 Facilitate New WSDOT Property Acquisition and Facility Development.**  
Manage property transaction and process of selecting contractor to build facility (excludes pre-development, development design and engineering expenses, and management of development activity). Subject to legislative funding.

**Estimated Cost:** \$15,000 **\$2,500 INITIAL WORK COMPLETED**

**Total Cost: Phases 1 – 6: \$86,000 (increased from \$70,000 due to project momentum)**  
**Total billed against this scope of work = \$34,166.55**

**Additional Services:**

Consultant shall provide other strategic economic development services or real estate development work as directed by the City Manager for the Pacific Highway site, Lakewood Towne Center, Lakewood Colonial Center, International District, or the City's business parks.

Date	Action	Billing Totals
9/19/2016	Initial Consulting Contract for up to \$49,999	
12/29/17	Amendment #1 extending contract through 12/31/2018	
04/16/19	Amendment #2 extending contract through 12/31/2020 with Scope of Work specific to Lakewood Landing project	
02/18/2020	Amendment #3 extending contract through 12/31/2021 and increase amount to \$102,485.00	\$16,485.00
		\$50,651.55

## **Exhibit B**

### **Rates**

The Consultant will be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. Consultant will be paid at the hourly rate of \$260 per hour.

Total compensation paid to consultant shall not exceed \$102,485.00

Consultant will charge for one-half of actual travel time between Bothell and Lakewood. The City shall reimburse all business expenses related to Consultant services.

**PROFESSIONAL SERVICES AGREEMENT  
FOR**

Economic Development Consulting Services

This Professional Services Agreement ("Agreement"), made and entered into this 29<sup>th</sup> day of Sept 2016, by and between the City of Lakewood, a Washington municipal corporation ("City"), and Stowe Development & Strategies, Limited Liability Company ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

<b>Stowe Development &amp; Strategies</b> Robert S. Stowe P.O Box 1781 Bothell, WA Phone: 206-999-1099 Email: bob@stowededs.com	:	<b>CITY OF LAKEWOOD:</b> John J. Caulfield 6000 Main Street SW Lakewood, WA 98499 Phone: 253-983-7703 Email: jcaulfield@cityoflakewood.us
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The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than 12/31/2017 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.
2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

#### 4. COMPENSATION.

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

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

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

#### 5. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. GENERAL PROVISIONS.**

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

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



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

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

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

12.5 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process. If the Pierce County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

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

[Signature page follows]

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

Date: 9/21/2016

CITY OF LAKEWOOD

John J. Caulfield

John J. Caulfield, City Manager

Stowe Development & Strategies

Robert S. Stowe

Robert S. Stowe

9-29-16

ATTEST

Alice M. Bush

Alice M. Bush, MMC, City Clerk

9-21-16

APPROVED AS TO FORM:

Heidi Ann Wachter

Heidi Ann Wachter, City Attorney

## Exhibit A

### Scope of Work

Consultant will provide the services and strategic advice listed below to the City, working under the direction of its City Manager.

Consultant will lead, assist, and/or work with City staff as directed by the City Manager or his designee to facilitate and advance the City's economic development interests. Specific tasks may include:

- Identify real estate brokers and developers to assist in identifying strengths and weaknesses of development potential of the Pacific Highway site;
- Meet with WSDOT and other adjacent property owners to develop letter of intent or understanding to jointly market sites as one property assemblage to achieve the greatest value and the City's identified interests;
- Work with the WSDOT regarding the feasibility of other sites based upon their need and likely sale proceeds from the Pacific Highway property;
- Identify methods to market the property telling the story of Lakewood and the significant development opportunity to buyers and the development community;
- Conduct bidding process with selected broker to solicit best price and end use based upon the identified goals of the City and the property owners;
- Lead the development of a purchase and sale/development term sheet based upon bidding documents with selected buyer/developer;
- Work with WSDOT and adjoining properties owners regarding approvals needed to achieve the development of a purchase and sale/development agreement with all parties;
- Work with City staff and other consultants retained by the City to identify barriers for the desired development of the Pacific Highway site and to create specific and achievable strategies to achieve the desired development;
- Attend a variety of meetings concerning the above services including meetings with the City Manager and his staff or consultants, Lakewood City Council, WSDOT, and developers;
- Any other strategic economic development services or real estate development work as directed by the City Manager for the Pacific Highway site, Lakewood Towne Center, Lakewood Colonial Center, International District, or the City's business parks.

## **Exhibit B**

### **Rates**

The Consultant will be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. Consultant will be paid at the hourly rate of \$260 per hour.

Total compensation paid to consultant shall not exceed \$50,000.

Consultant will not charge for any travel time between Bothell and Lakewood. The City shall reimburse all other business expenses related to Consultant services.

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

February 18, 2020

**REVIEW:**

**TITLE:** Authorize the acceptance of a donation of a 2015 Toyota Rav 4 from the National Insurance Crime Bureau.

**ATTACHMENTS:****TYPE OF ACTION:**

— ORDINANCE NO.

— RESOLUTION NO.

— MOTION NO. 2020-09

— OTHER

**SUBMITTED BY:** Mike Zaro, Police Chief

**RECOMMENDATION:** It is recommended that the City Council authorize the acceptance of a donation of a 2015 Toyota Rav 4 from the National Insurance Crime Bureau.

**DISCUSSION:** The Police Department detective assigned to the Puget Sound Auto Theft Task Force (PSATT) has been driving a vehicle donated by the National Insurance Crime Bureau (NICB). Due to its age, that vehicle is mechanically unsound and in need of costly repair. The NICB would like to donate a replacement vehicle for the detective to use while he is assigned to PSATT. The vehicle is a 2015 Toyota Rav 4 valued at \$19,000. Upon donation, Lakewood would be the legal owner of the vehicle as long as it is used for auto theft investigation. Per city policy any donation with a value in excess of \$10,000 requires council approval. This approval is being sought by the police department in order to take possession of the NICB donated vehicle.

**ALTERNATIVE(S):** The Council could choose to not accept the donation.

**FISCAL IMPACT:** There is no fiscal impact associated with acceptance of this donation.

Mike Zaro

Prepared by

Department Director

  
City Manager Review

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> February 18, 2020	<b>TITLE:</b> Termination of utility easement on Lakewood Drive West between 75 <sup>th</sup> and 76 <sup>th</sup> Street West	<b>TYPE OF ACTION:</b> <u>X</u> ORDINANCE NO. 729
<b>REVIEW:</b> February 18, 2020	<b>ATTACHMENTS:</b> 1. Ord. No. ____ plus map exhibit 2. Proposed site plan 3. Proposed building elevations 4. Map showing ROW/building conflict	— RESOLUTION NO. — MOTION NO. — OTHER

**SUBMITTED BY:** David Bugher, Community and Economic Development Director and Assistant City Manager

**RECOMMENDATION:** It is recommended that the City Council approve the attached Ordinance terminating a utility easement on Lakewood Drive W between 75<sup>th</sup> and 76<sup>th</sup> Street West.

**DISCUSSION:** On October 16, 2019 the City of Lakewood received a complete design review and boundary line adjustment application for the construction of a new 4,978 sf. retail building located at 7410 Lakewood Dr West. During the review process, it was discovered that the City of Lakewood currently has a utility easement encumbering the property and that the proposed location of the building and other site-related features are within the boundaries of the easement.

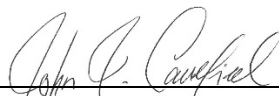
The easement was established on May 19, 1997 when the Lakewood City Council vacated a portion of Lakewood Drive West between 75<sup>th</sup> West and 76<sup>th</sup> Street West, at the time a standing procedure for vacations was to reserve an easement for utilities.

The project applicant and property owner, LDG architects and Lakewood, Incorporated, respectively, have requested that the City of Lakewood extinguish the existing easement in order to design and construct the proposed retail building. The request was reviewed by the Development Services team who sought comments from utility providers and other public agencies; no comments were received. In addition, the applicant has called for a utility locate and no utilities were found on the private property, excluding an area which is set aside for dedication as part of the pending project.

As a development condition for the proposal the applicant is required to dedicate 5 feet of right-of-way along the projects frontage on Lakewood Drive West and 75<sup>th</sup> Street West. Frontage improvements have recently been made along Lakewood Drive West and 75<sup>th</sup> Street West. The applicant will be required to meet all current landscaping and site design standards.

**ALTERNATIVE(S):** Do not adopt the Ordinance thereby denying the property owner's request to terminate the easement on Lakewood Drive SW between 75<sup>th</sup> and 76<sup>th</sup> Street West.

**FISCAL IMPACT:** The City will benefit from the termination of this easement by allowing for the proposed development which will increase overall property tax value and the redevelopment of a currently vacant parcel.

Dave Bugher Prepared by  Department Director	 City Manager Review
---	---

ORDINANCE NO. 729

AN ORDINANCE OF THE CITY OF LAKEWOOD, WASHINGTON, TERMINATING A UTILITY EASEMENT ON LAKEWOOD DRIVE WEST BETWEEN 75<sup>TH</sup> STREET WEST AND 76<sup>TH</sup> STREET WEST.

WHEREAS, on May 19, 1997, the Lakewood City Council adopted Ordinance 127 vacating a portion of Lakewood Drive West between 75th West and 76th Street West; and

WHEREAS, as standing operating procedure for vacations, the City of Lakewood reserved an easement for utilities, under and on the vacated right-of-way; and

WHEREAS, in 2019, an application for retail development had been proposed at 7410 Lakewood Drive SW (LU-19-00230); and

WHEREAS, the locations of a building and other site-related features are proposed within the boundaries of the easement; and

WHEREAS, the project applicant and property owner, LDG Architects and Lakewood, Incorporated, respectively, have requested that the City of Lakewood extinguish the easement; and

WHEREAS, the request was reviewed by the Community and Economic Development and Public Works Engineering Departments; and

WHEREAS, neither Community and Economic Development, nor the Public Works Engineering Department object to the termination of the easement; and

WHEREAS, Community and Economic Development Department sought comments from utility providers and other public agencies; and

WHEREAS, Community and Economic Development Department determined there are no utilities presently in the easement; and

WHEREAS, there are no objections from utility providers or other public agencies; and

WHEREAS, the proposed development will reserve the right-of-way including a five (5) foot dedication for utilities as part of the project.

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

Section 1. Findings. The foregoing recitals are adopted as findings of the City Council.

Section 2. City Council hereby approves the termination of the utility easement.



Section 3. In consideration of ten (10) dollars conveys and quitclaims to Lakewood Incorporated, all interest in the following described real estate City of Lakewood Utility Easement as created by Lakewood City Ordinance 127, AFN 9706270362, located upon that part of Government Lot 3 in Section 26, Township 20 North, Range 2 East of the Willamette Meridian, Pierce County Washington described as follows:

Commencing at the intersection of the south line of South 74th Street (as existing prior to March 16th, 1970) with the west line of Hannah Pierce County Road (54th Avenue West) (as existing prior to March 16th, 1970); Thence North  $87^{\circ}55'13''$  West along the south line of said South 74th Street a distance of 50.00 feet to the west line of Lakewood Drive as it existed October 15, 1996; Thence South  $01^{\circ}53'23''$  West along said west line 181.00 feet to the True Point of Beginning;

Thence continuing South  $01^{\circ}53'23''$  West 198.32 feet to a point on a 25.00 foot radius non-tangent curve, concave to the northwest, the radial center of which bears North  $13^{\circ}27'07''$  West; Thence easterly along said 25.00 foot radius curve 34.34 feet, through a central angle of  $78^{\circ}41'35''$ ; Thence North  $02^{\circ}08'42''$  West 172.88 feet; Thence North  $88^{\circ}06'37''$  West 6.16 feet to the True Point of Beginning.

And as shown on the map attached hereto, marked Exhibit "A" and incorporated herein by this reference.

Situated in the county of Pierce, state of Washington.

Section 4: 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 18th day of February, 2020.

CITY OF LAKEWOOD

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Don Anderson, Mayor

Attest:

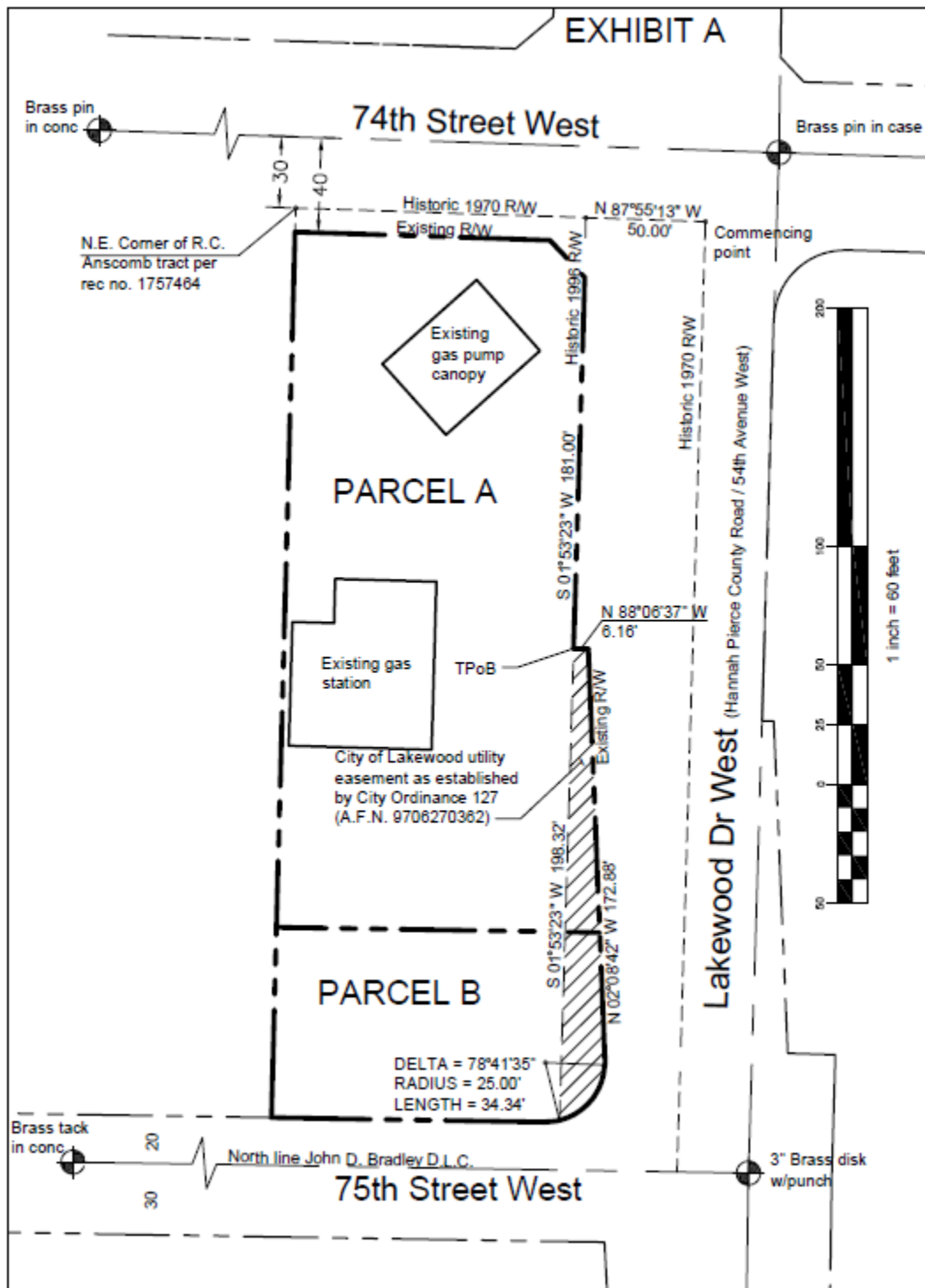
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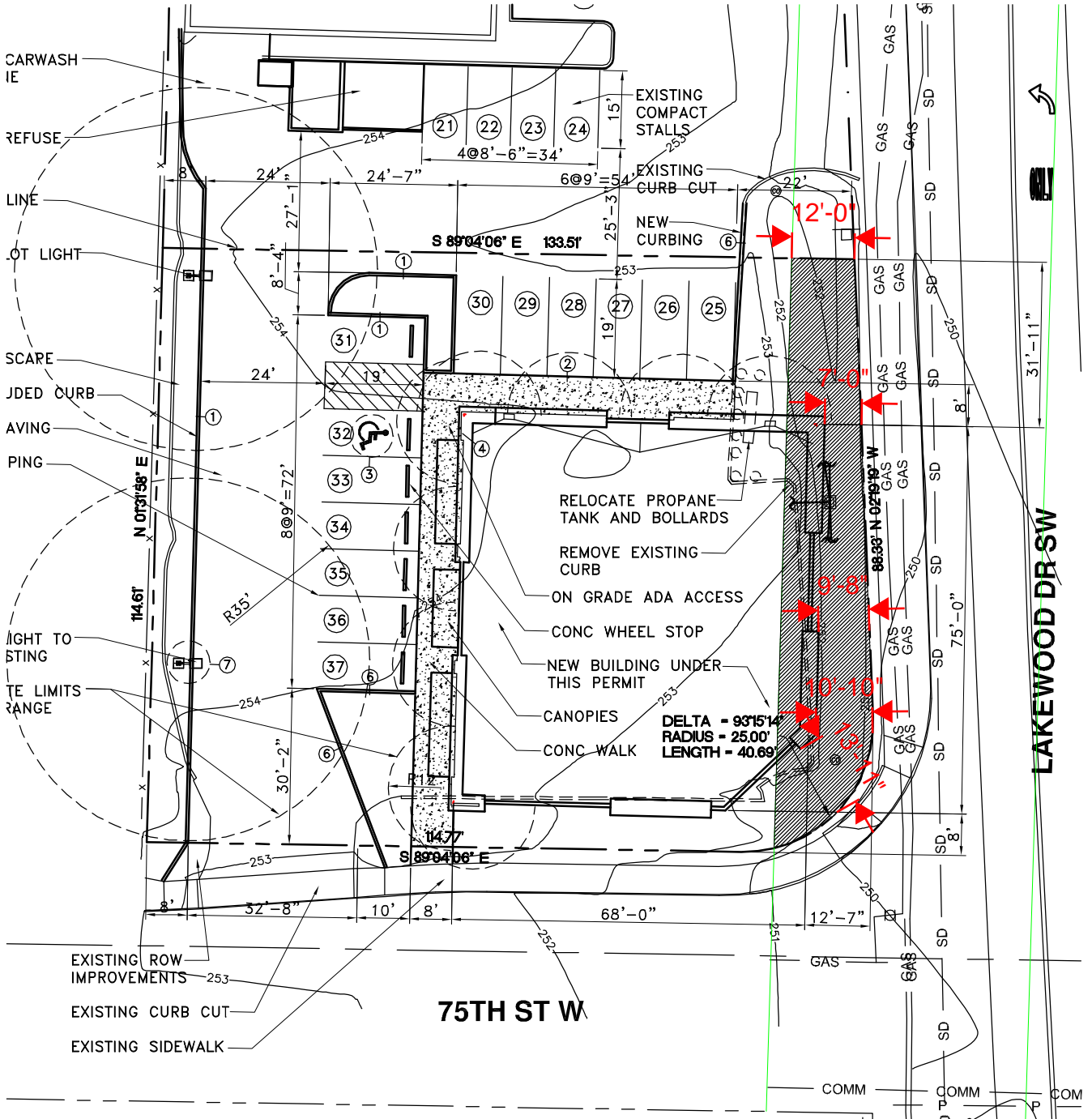
Briana Schumacher, City Clerk

Approved as to Form:

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Heidi Ann Wachter, City Attorney





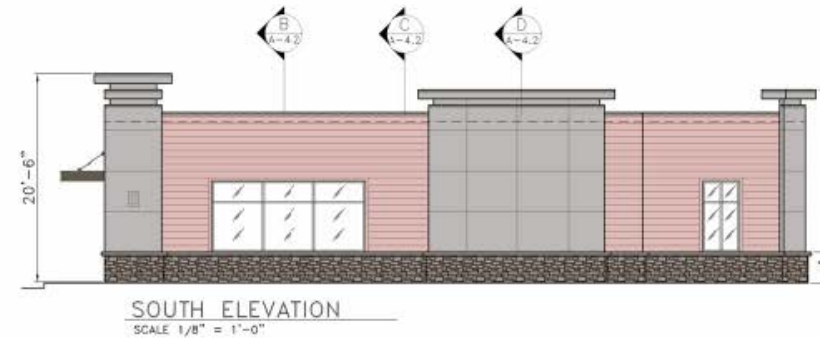
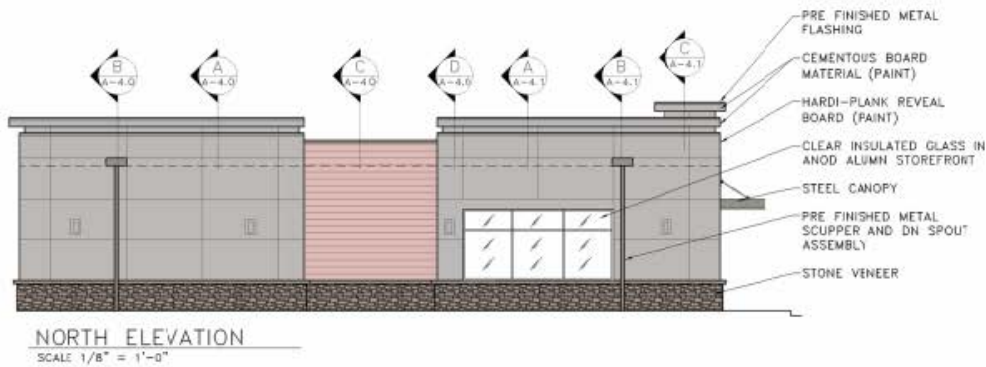
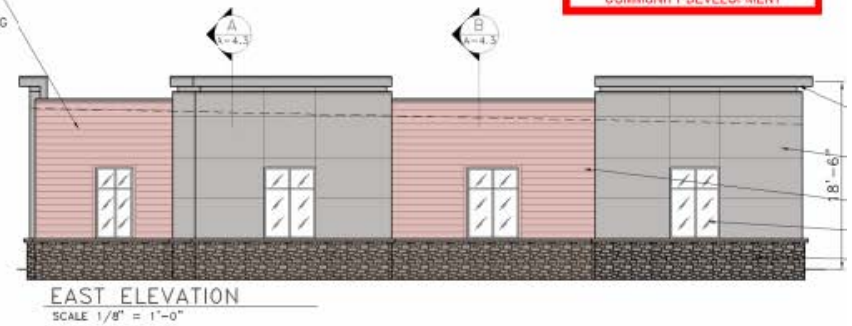
**Attachment 1: Proposed Building  
Elevations LU-19-00230**

**LU-19-00230**

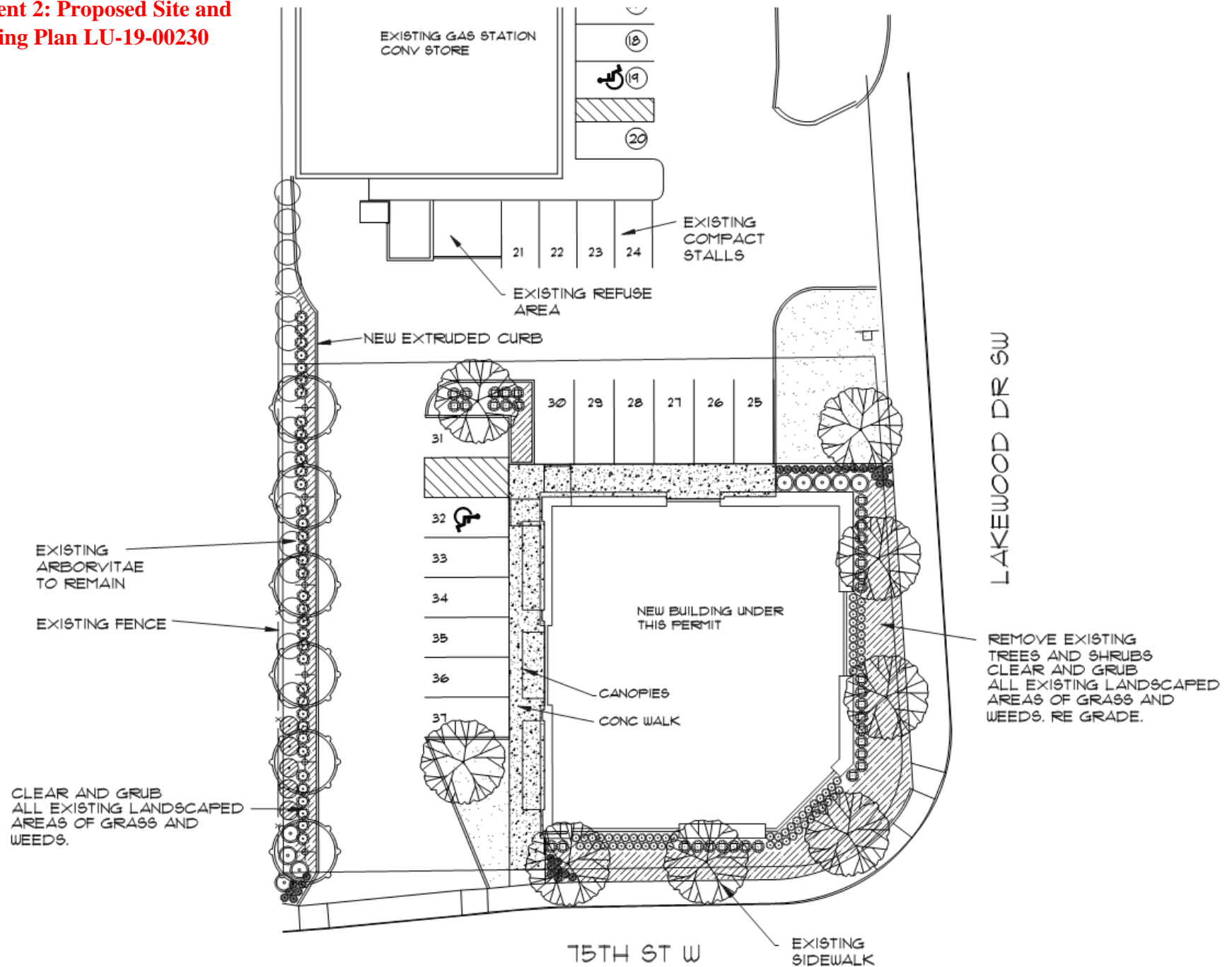
**RECEIVED**

10/16/2019

CITY OF LAKEWOOD  
COMMUNITY DEVELOPMENT



**Attachment 2: Proposed Site and  
landscaping Plan LU-19-00230**



# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

February 18, 2020

**REVIEW:**

August 12, 2019

**TITLE:** Approving Transfer of the franchise with City of Tacoma Click! network Rainier Connect.

**ATTACHMENTS:**

Memorandum: Transfer of the Cable Television Franchise from Click! to Rainier Connect North, LCC

**TYPE OF ACTION:**

— ORDINANCE NO.

X RESOLUTION NO. 2020-02

— MOTION NO.

— OTHER

**SUBMITTED BY:** Shannon Kelley-Fong, Senior Policy Analyst

**RECOMMENDATION:** It is recommended that the City Council approve the franchise transfer.

**DISCUSSION:** Pursuant to Section 17 of the existing agreement, the franchise may be transferred. Such transfer requires the consent by the City Council by ordinance or resolution. Transfer in this instance is necessitated by a change in the underlying service provider currently underway by Tacoma Public Utilities (TPU). The City must approve or deny the transfer by ordinance or resolution within 120 days of the request. Denial by the City is likely to be inconsequential because we have already agreed to transfers within the negotiated franchise and the City of Tacoma, as the service provider, has the authority to transfer. If the City fails to render a decision within 120 days, the request will be deemed granted. The City received the request on November 18, 2019. The City has until March 18, 2020 to approve or deny the transfer. If the transfer is approved all terms and conditions of the existing franchise would remain the same. The existing franchise has met the limit for allowed automatic extension terms (total of 2) pursuant to the franchise. The franchise will need to be re-negotiated in advance of the 2024 expiration.

**ALTERNATIVE(S):** The City Council could decide to take no action; if the City fails to render a decision within 120 days, the request will be deemed granted. Or, the City Council could decide to not transfer the franchise.

**FISCAL IMPACT:** None, as all terms and conditions of the existing franchise would remain the same.

Prepared by Shannon Kelley-Fong

  
\_\_\_\_\_  
City Manager Review

## **RESOLUTION NO. 2020-02**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON APPROVING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE OF THE CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION, CLICK! NETWORK, TO PROVIDE CABLE TELEVISION SERVICES TO RAINIER CONNECT NORTH, LLC.**

**WHEREAS**, the City of Tacoma Department of Public Utilities, Light Division, Click! Network, and Rainier Connect North, LLC have entered into certain agreements to transfer operational control of the Tacoma Power Commercial Network, as defined therein, to Rainier Connect North, LLC and applied to transfer the franchise to offer cable TV services held by Click! Network to Rainier Connect North, LLC;

**WHEREAS**, it appears that Rainier Connect North, LLC is fully capable of performing the franchise requirements to provide cable television service to Lakewood citizens; and

**WHEREAS**, it appears that it is in the citizens best interest to allow the transfer of the franchise to occur; NOW, THEREFORE,

### **THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON HEREBY RESOLVES AND DECIDES AS FOLLOWS:**

Section 1. The request to transfer the cable television franchise from the City of Tacoma Department of Public Utilities, Light Division, Click! Network to Rainier Connect North, LLC is hereby approved, effective as set forth in Section 3 herein, and said franchise will upon such transfer remain in effect according to its terms substituting Rainier Connect North, LLC for the City of Tacoma Department of Public Utilities, Light Division, Click! Network.

Section 2. Effective with the date Rainier Connect North, LLC assumes control and operation of the Click! Network, the City of Tacoma Department of Public Utilities, Light Division, Click! Network is and shall be hereby relieved of any and all responsibilities under said franchise with Rainier Connect North, LLC adopting such franchise.

Section 3. This Resolution and approval shall take effect on the date that Rainier Connect North, LLC assumes control and operation of the Click! Network which date shall be evidenced by written notice to the City from Rainier Connect North, LLC and City of Tacoma, identifying the date transfer of operational control.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF LAKEWOOD,  
WASHINGTON, AT A REGULAR MEETING THEREOF THIS 18<sup>th</sup> DAY OF  
FEBRUARY, 2020.**

CITY OF LAKEWOOD

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Don Anderson, Mayor

Attest:

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Briana Schumacher, City Clerk  
Approved as to Form:

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Heidi Wachter, City Attorney





TO: Mayor and City Councilmembers

FROM: Shannon Kelley-Fong, Senior Policy Analyst

THROUGH: John J. Caulfield, City Manager

DATE: February 18, 2020

SUBJECT: Transfer of the Cable Television Franchise from Click! to Rainier Connect North, LCC

A handwritten signature in black ink, reading "John J. Caulfield", is positioned to the right of the "THROUGH:" line.

**PURPOSE:** The purpose of this memorandum is to provide an overview of the proposed transfer of the existing cable television franchise from the City of Tacoma, Department of Public Utilities (TPU), Light Division Click! Network (hereinafter "Click!") to Rainier Connect North, LLC (hereinafter, "Rainier Connect."). If the transfer is approved, all terms and conditions of the existing franchise, Ordinance 343, between the City of Lakewood (hereinafter, "City") and Click! would remain in place upon Rainier Connect assuming control and operation of Click! Network.

**BACKGROUND:** The existing Cable TV Franchise between the City and Click! was entered in 2004 through [Ordinance 343](#). Pursuant to Section 2.3 of this agreement, the initial duration of the franchise was for a period of ten (10) years, 2004 to 2014. In 2014, the franchise automatically renewed for an additional five (5) year term, 2014 to 2019. In 2019, the franchise was automatically renewed for a second, additional five (5) year term, 2019 to 2024. The franchise has met the limit for allowed automatic extension terms (total of 2) pursuant to the franchise. The franchise will need to be re-negotiated in advance of the 2024 expiration.

Pursuant to Section 17 of the existing agreement, the franchise may be transferred. Such transfer requires the consent by the City Council by ordinance or resolution. Transfer in this instance is necessitated by a change in the underlying service provider currently underway by Tacoma Public Utilities (TPU). **Attachment C** is the Click! Business Transaction Agreement by and between TPU and Rainier Connect for the operational control of Tacoma Power Commercial System.

The Tacoma City Council approved agreements with Rainier Connect to operate Click! Network on November 5, 2019 with Resolution No. 40468, see: <https://cms.cityoftacoma.org/cityclerk/Files/CityCouncil/RecentLegislation/2019/RL20191105.pdf>

The Tacoma Public Utility Board approved agreement with Rainier Connect to operate Click! Network on October 30, 2019 with Resolution U-11116, see:  
<https://www.mytpu.org/wp-content/uploads/Resolution-U-11116-2.pdf>

**FRANCHISE TRANSFER:** Section 17 of the existing Cable TV Franchise between the City and Click! provides for transfer of ownership or control. To meet the criteria of Section 17, the following must occur:

**(1)(B) Prompt notification of the actual or proposed transfer:** At the August 12, 2019 City Council study session Mr. Chris Bacha, Chief Deputy City Attorney, City of Tacoma provided an overview of the potential transfer of Click! to Rainier Connect, explaining the history and rationale for the transfer, see:

<https://cityoflakewood.us/wp-content/uploads/2019/08/2019-08-12-Council-Agenda.pdf>.

Mr. Bacha shared that the Tacoma City Council and Public Utility Board developed a term sheet that evaluated for alignment with twelve (12) established community policy goals which include continuing the public ownership, equitable access regardless of the geographic location, affordable access, enforcement of net neutrality and preserving competition among telecommunications providers.

**(1)(C) Parties to the transfer shall make a written request:** Attachment A provides a letter from the Law Office of Richard A. Finnegan, legal counsel for Rainier Connect, requesting the approval of the transfer of the franchise.

**(1)(D) Information required:** Rainier connect must indicate the information identified in **Table A:**

<b>TABLE A</b>	
<b>Section 17(D) requirements and Rainier Connect response</b>	
<b>17(D) Requirements</b>	<b>Rainier Connect Response</b>
(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;	No, see <b>Attachment A</b>
(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;	No, see <b>Attachment A</b>
(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;	(No, see <b>Attachment A</b>
(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and	Rainier Connect demonstrated its financial solvency in FCC 394 form, see <b>Attachment B</b>
(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.	Rainier Connect demonstrated its financial, legal and technical capability in the FCC 394 form, see <b>Attachment B</b>

The City must approve or deny the transfer by ordinance or resolution within 120 days of the request. Denial by the City is likely to be inconsequential because we have already agreed to transfers within the negotiated franchise and the City of Tacoma, as the service provider, has the authority to transfer. If the City fails to render a decision within 120 days, the request will be deemed granted. The City received the request on November 18, 2019. The City has until March 18, 2020 to approve or deny the transfer. Importantly, if the transfer is approved all terms and conditions of the existing franchise would remain the same.

On January 14, 2020, the city of Fife approved the transfer of operational control of Click! from TPU to Rainier Connect with resolution No. 1919 in Fife. The city of University Place will consider the transfer of operational control of Click! from TPU to Rainier Connect on February 18, 2020.

**RECOMMENDATION:** Approve the franchise transfer. The transfer is scheduled for City Council consideration on the February 18, 2020 City Council meeting. While the City has until May 6, 2020 to approve or deny the transfer, Rainier Connect has requested it be done prior to

March 2020 when Rainier Connect intends to close with the city of Tacoma. For the City, there is no reason wait to consider the transfer. It is recommended that the transfer be approved at the February 18, 2020 meeting.

**NEXT STEPS:** The City Council may deny or approve the transfer at the February 18, 2020 City Council meeting.

**ATTACHMENTS:**

**Attachment A** – Transfer of Cable TV Franchise Letter from Mr. Finnegan

**Attachment B** – Rainier Connect’s FCC 394 form (transfer form)

**Attachment C** – Click!, City of Tacoma, and Rainier Connect Business Transaction Agreement

Law Office of  
Richard A. Finnigan  
2112 Black Lake Blvd. SW  
Olympia, Washington 98512

Richard A. Finnigan  
(360) 956-7001  
rickfinn@localaccess.com

Candace Shofstall  
Legal Assistant  
(360) 753-7012  
candaces@localaccess.com

---

November 18, 2019

City of Lakewood  
Attn: City Manager  
6000 Main Street SW  
Lakewood, WA 98499

Re: Transfer of Cable TV Franchise from City of Tacoma Department of Public  
Utilities, Light Division, Click! Network to Rainier Connect North, LLC

Dear Sir/Madam:

Enclosed with this letter is the completed FCC Form 394 to transfer the cable TV franchise agreement between the City of Lakewood and the City of Tacoma Department of Public Utilities, Light Division, Click! Network granted under the Franchise.

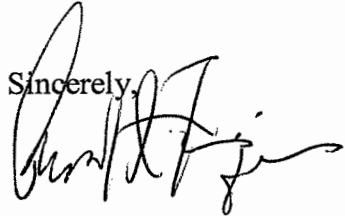
Pursuant to the requirements of Section 17.1(D) of the franchise, this letter will confirm that the proposed transferee, Rainier Connect North, LLC (RCN), has not been convicted or held liable for acts involving deceit including any violation of federal, state or local law or regulations or is currently under an indictment, investigation or complaint charging such acts. Further, the proposed transferee, RCN, has never had a judgement against it in an action for fraud, deceit, or misrepresentation by any court of competent jurisdiction. Finally, this will confirm that RCN does not have pending any material legal claim, lawsuit or administrative proceeding arising out of or involving a cable system.

The FCC Form 394 contains information demonstrating the financial solvency of RCN and demonstrating the financial, legal and technical capability to enable RCN to maintain and operate the Cable System for the remaining term of the Franchise. The financial information is based on audited financial information premised on an audit by a third party auditor.

Also enclosed is a proposed form of resolution approving the transfer.

City of Lakewood  
November 18, 2019  
Page 2 of 2

RCN respectfully requests that action to approve the franchise be taken as quickly as possible.

Sincerely,  
  
RICHARD A. FINNIGAN

RAF/cs  
Enclosures

cc: Client (via e-mail)  
Chris Bacha (via e-mail)  
City of Lakewood (via U.S. mail)  
6000 Main Street SW  
Lakewood, WA 98499  
Attention: City Attorney

Federal Communications Commission  
Washington, DC 20554

Approved By OMB  
3060-0573

FCC 394

**APPLICATION FOR FRANCHISE AUTHORITY  
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL  
OF CABLE TELEVISION FRANCHISE**

FOR FRANCHISE AUTHORITY USE ONLY

## SECTION I. GENERAL INFORMATION

DATE	1. Community Unit Identification Number: WA0586
------	---

2. Application for: ☒ Assignment of Franchise ☐ Transfer of Control

3. Franchising Authority: City of Lakewood	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: Lakewood	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	06/1998
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	Q1/2020

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No. N/A
--------------------

## PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first) City of Tacoma, Department of Public Utilities, Light Division			
Assumed name used for doing business (if any) Click! Network or Click!			
Mailing street address or P.O. Box 3628 South 35 Street			
City Tacoma	State WA	ZIP Code 98409	Telephone No. (include area code) 253-502-8900

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No. 1
------------------

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

☒ Yes ☐ No

If No, explain in an Exhibit.

Exhibit No. N/A
--------------------

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (If individual, list last name first)			
Rainier Connect North, LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
104 Washington Avenue N., P.O. Box 639			
City	State	ZIP Code	Telephone No. (include area code)
Eatonville	WA	98328	253-683-4100

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
Haynes, Brian			
Firm or company name (if any)			
Rainier Connect North, LLC			
Mailing street address or P.O. Box			
2516 Holgate Street			
City	State	ZIP Code	Telephone No. (include area code)
Tacoma	WA	98402	253-683-4100

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. N/A
--------------------

(d) Indicate the address where the system's records will be maintained.

Street address		
104 Washington Avenue N.		
City	State	ZIP Code
Eatonville	WA	98329

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. None
---------------------



## SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

### 1. Transferee/Assignee is:

<input type="checkbox"/> Corporation	a. Jurisdiction of incorporation: b. Date of incorporation: c. For profit or not-for-profit:	d. Name and address of registered agent in jurisdiction:
<input type="checkbox"/> Limited Partnership	a. Jurisdiction in which formed: b. Date of formation:	c. Name and address of registered agent in jurisdiction:
<input type="checkbox"/> General Partnership	a. Jurisdiction whose laws govern formation:	b. Date of formation:
<input type="checkbox"/> Individual		
<input checked="" type="checkbox"/> Other. Describe in an Exhibit.		

Exhibit No. 2
------------------

### 2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

(a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.

(b) Citizenship.

(c) Relationship to the transferee/assignee (e.g., officer, director, etc.).

(d) Number of shares or nature of partnership interest.

(e) Number of votes.

(f) Percentage of votes.

(a) Mashell Inc. 2516 Holgate Street, Tacoma, WA 98402		Brian Haynes Resident of Pierce County, Washington Company CEO 2516 Holgate Street, Tacoma, WA 98402	
(b)	USA	USA	
(c)	Member	CEO	
(d)	All membership interests	N/A	
(e)	1	N/A	
(f)	100%	N/A	

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

If the answer is No, explain in an Exhibit.

☒ Yes ☐ No

Exhibit No.  
N/A

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

If the answer is Yes, describe circumstances in an Exhibit.

☐ Yes ☒ No

Exhibit No.  
N/A

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

☐ Yes ☒ No

Exhibit No.  
N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

If Yes, provide particulars in an Exhibit.

☐ Yes ☒ No

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

If No, attach as an Exhibit a full explanation.

☐ Yes ☐ No

Exhibit No.  
N/A

### SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

☒ Yes ☐ No

Exhibit No.  
3 (confidential)

### SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.  
4

## SECTION V - CERTIFICATIONS

### Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.		Signature <i>Tenzin Gyalsen</i>	
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.		Date 11/13/19	
		Print full name Tenzin Gyalsen	
Check appropriate classification:			
<input type="checkbox"/> Individual	<input type="checkbox"/> General Partner	<input type="checkbox"/> Corporate Officer (Indicate Title)	<input checked="" type="checkbox"/> Other. Explain: Municipal Corporation Employee

### Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.		Signature <i>Brian Haynes</i>	
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.		Date 11/15/19	
		Print full name Brian Haynes	
Check appropriate classification:			
<input type="checkbox"/> Individual	<input type="checkbox"/> General Partner	<input type="checkbox"/> Corporate Officer (Indicate Title)	<input checked="" type="checkbox"/> Other. Explain: Limited Liability Company Manager

**CLICK! BUSINESS TRANSACTION AGREEMENT**

**by and between**

**CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION,  
D/B/A TACOMA POWER**

**and**

**MASHELL, INC., D/B/A RAINIER CONNECT**

**and**

**RAINIER CONNECT NORTH, LLC**

**Dated as of \_\_\_\_\_, 2019**

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**SCHEDULES AND EXHIBITS**

## CLICK! BUSINESS TRANSACTION AGREEMENT

THIS CLICK! BUSINESS TRANSACTION AGREEMENT, dated as of \_\_\_\_\_, 2019, is by and between the **City of Tacoma, Department of Public Utilities, Light Division**, a municipal corporation of the State of Washington (d/b/a and hereinafter referred to as “**Tacoma Power**”), and **Mashell, Inc., d/b/a Rainier Connect**, a Washington corporation, and its designated operating subsidiary, **Rainier Connect North, LLC**, a Washington limited liability company (hereinafter collectively referred to as “**Rainier**”). Tacoma Power and Rainier shall each individually be referred to as a “**Party**” and together constitute the “**Parties**”.

### W I T N E S S E T H:

WHEREAS, Tacoma Power owns a hybrid fiber-coaxial network consisting of fiber optic cable and coaxial cable and related network facilities (the “**Tacoma Power Network**”);

WHEREAS, Click! Network, a business unit of Tacoma Power, currently uses a portion of the Tacoma Power Network (the “**Tacoma Power Commercial System**”) to provide cable television services to residents and businesses; to serve as a wholesale provider to internet service providers that provide broadband data services for residential and business customers; and provide Metro Ethernet circuits to businesses within its service area in competition with other providers (the “**Click! Business**”);

WHEREAS, desiring to reduce operational costs while maximizing the community benefits of continuing operation of and investment in the Tacoma Power Commercial System, the City of Tacoma and Tacoma Public Utilities adopted twelve (12) policy goals and issued a Request for Information and Qualifications (“**RFI/Q**”) seeking interest from public or private entities to take over operational control of the Tacoma Power Commercial System and the delivery of services to the community under terms and conditions consistent with the 12 policy goals;

WHEREAS, Mashell, Inc. was selected as a result of the competitive RFI/Q process;

WHEREAS, Tacoma Power and Mashell, Inc. have negotiated the terms of this Agreement and the Exhibits in order to effectuate the transfer of operational control of the Tacoma Power Commercial System through, among other things, an Indefeasible Right of Use Agreement, and the sale of Related Surplus Assets connected with the Click! Business, as more particularly set forth herein (the “**Transaction**”);

WHEREAS, Mashell, Inc. has formed an operating subsidiary, Rainier Connect North, LLC, which it has designated to enter into the Transaction with Tacoma Power;

WHEREAS, Tacoma Power is willing to enter into the Transaction with Rainier Connect North, LLC provided that Mashell, Inc. guarantees the performance of Rainier Connect North, LLC;

WHEREAS, Mashell, Inc. is willing to guarantee the performance of Rainier Connect North, LLC; and



WHEREAS, the Parties have mutually agreed to cooperate to ensure a smooth and seamless transition of the Click! Business as set forth in the Transition Plan attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

## ARTICLE I

### DEFINITIONS AND TERMS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms have the meanings set forth below:

“Click! Business” has the meaning set forth in the Recitals.

“Advanced Subscriber Payments” has the meaning set forth in Section 2.6(a).

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through equity interest, board membership, LLC interest, contract, charter, statute, regulation, or otherwise.

“Agreement” means this Click! Business Transaction Agreement.

“Ancillary Agreements” means the Indefeasible Right of Use Agreement and other instruments and other agreements and Transfer of Operational Control documents required to be delivered pursuant to this Agreement, including any Bill of Sale and Assignment and Assumption Agreement.

“Assumed Liabilities” has the meaning set forth in Section 2.4.

“Bill of Sale” means an agreement in form and substance reasonably acceptable to Tacoma Power and Rainier, transferring the tangible personal property included in the Related Surplus Assets.

“Business Day” means any day other than Saturday or a legal holiday as defined by RCW 1.16.050.

“Click! Marks” has the meaning set forth in Section 5.9.

“Consideration” has the meaning set forth in Section 2.6(a).

“Customer Proprietary Information” means, to the extent contained in the billing system that is used to bill existing customers of the Click! Business, that portion of the non-technical, non-public information that is owned by Tacoma Power as of the Transfer of Operational Control Date, is used in the Click! Business as of the Transfer of Operational Control Date, and comprises personal information of an existing customer of the Click! Business that was provided by such customer in connection with provision of services to that customer and all information about such customer’s subscription and account, including, without limitation, such customer’s name, mailing address, email address, telephone number, category of subscription services, and billing and payment information which Tacoma Power is not prohibited by law or contract from transferring to Operator.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Employees” means all employees employed by Tacoma Power in connection with the Click! Business and any replacement of such employees between the date hereof and Transfer of Operational Control Date.

“Encumbrance” means any lien, pledge, charge, security interest, option, right of first refusal, mortgage, easement, right-of-way, lease, sublease, license, sublicense, adverse claim, title defect, encroachment, other survey defect, or other encumbrance of any kind, including, with respect to real property, any covenant or restriction relating thereto. For purposes of this Agreement, a Person shall be deemed to own subject to an Encumbrance any asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

“Environmental Law” means any Law (including common law), Governmental Authorization or agreement with any Government Entity or third party relating to (i) the protection of the environment or human health and safety (including air, surface water, ground water, drinking water supply, and surface or subsurface land or structures), (ii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, management, release or disposal of, any Hazardous Substance or (iii) noise, odor or electromagnetic emissions.

“Equipment” has the meaning set forth in Section 2.2(a)(i).

“Excluded Assets” has the meaning set forth in Section 2.3.

“Excluded Taxes” means any Taxes imposed with respect to the Tacoma Power Commercial System, Click! Business, or any Related Surplus Assets related thereto or any income or gain derived with respect thereto, in each case. For the avoidance of doubt, Excluded Taxes shall include any income Tax liability payable by Tacoma Power or its subsidiaries in respect of the Transaction.

“FCC” means the Federal Communications Commission.

“Franchise” means, with respect to the Click! Business, each franchise granted by a Government Entity authorizing the construction, upgrade, maintenance or operation of any part of the Tacoma Power Commercial System that is part of the Click! Business.

“Funding Commitment Letters” has the meaning set forth in Section 6.3(l).

“Governmental Authorizations” means, with respect to the Click! Business, all licenses (including cable television relay service, business radio and other licenses issued by the FCC or any other Government Entity), permits (including construction permits), certificates, consents, Franchises (including similar authorizations or permits), other actions by, and notices, filings, registrations, qualifications, declarations and designations with, and other authorizations and approvals primarily related to the Click! Business and issued by or obtained from a Government Entity.

“Government Entity” means any federal, state or local court, administrative body or other governmental or quasi-governmental entity with competent jurisdiction.

“Inventory” has the meaning set forth in Section 2.2(a)(ii).

“Law” means any law, statute, ordinance, rule, regulation, code, order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a Government Entity.

“Liabilities” means any and all indebtedness, losses, claims, charges, demands, actions, damages, obligations, payments, costs and expenses, sums of money, bonds, indemnities and similar obligations, covenants, contracts, controversies, omissions, make whole agreements and similar obligations, and other liabilities, including all contractual obligations, whether due or to become due, fixed, contingent or absolute, inchoate or otherwise, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising, including, those arising under any Law, principles of common law (including out of any contract or tort based on negligence or strict liability) action, threatened or contemplated action (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys’ fees and any and all costs and expenses (including allocated costs of in-house counsel and other personnel), whatsoever reasonably incurred in investigating, preparing or defending against any such actions or threatened or contemplated actions), order or consent decree of any Government Entity or any award of any arbitrator or mediator of any kind, and those arising under any contract, commitment or undertaking, whether or not the same would be required to be recorded or reflected in financial statements or disclosed in the notes thereto.

“Material Adverse Effect” means (i) a material adverse effect on the Related Surplus Assets, or (ii) a material impairment or delay of Tacoma Power’s ability to effect the Transfer of Operational Control or to perform its obligations under this Agreement or any Ancillary Agreement to which it is a party; provided, however, that Material Adverse Effect shall not include the effect of any event change, circumstance or development arising out of or attributable to: (A) any change in Law or accounting standards or interpretations thereof that is of general application; (B) any change in general economic or business conditions or industry-wide or financial market conditions generally; (C) any adverse effect as a result of the

execution or announcement of this Agreement, the Ancillary Agreements, the Transaction or the transactions contemplated by the Ancillary Agreements; or (D) any loss of Subscribers.

“Ordinary Course” or “Ordinary Course of Business” means with respect to the Click! Business, the conduct of such Click! Business as a going concern in accordance with Tacoma Power’s normal day-to-day customs, practices and procedures.

“Person” means an individual, a corporation, a partnership, an association, a limited liability company or other entity or organization.

“Purchase Price” has the meaning set forth in Section 2.6(a).

“Records” has the meaning set forth in Section 2.2(a)(vii).

“Related Surplus Assets” has the meaning set forth in Section 2.2(a).

“Subscriber” means, with respect to the Click! Business, a customer who has been installed and who currently subscribes to at least the lowest level of cable service offered by such Click! Business.

“Tacoma Power” has the meaning set forth in the Preamble.

“Tacoma Power Commercial System” has the meaning set forth in the Recitals.

“Taxes” means all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (including, without limitation, gross receipts taxes, leasehold excise taxes and franchises, license and/or permit fees) together with any penalties, fines, assessments or interest thereon, imposed by any federal, state or local government, regulatory body or other public taxing authority of competent jurisdiction.

“Tax Law” means the Internal Revenue Code, final, temporary or proposed Treasury regulations, published pronouncements of the U.S. Treasury Department or U.S. Internal Revenue Service, court decisions or other relevant binding legal authority (and similar provisions, pronouncements, decisions and other authorities of state, local and foreign Law).

“Tax Return” shall mean any report, return or other information (including any attached schedules or any amendments to such report, return or other information) required to be supplied to or filed with a Government Entity with respect to any Tax, including an information return, claim for refund, amended return, declaration or estimated Tax returns in connection with the determination, assessment, collection or administration of any income Tax.

“Transaction” has the meaning set forth in the Recitals.

“Transfer of Operational Control” means pursuant to Section 2.1 of this Agreement, the assumption by Rainier of all operational control over the Tacoma Power Commercial System pursuant to the IRU Agreement.

"Transfer of Operational Control Date" means the Effective Date of the IRU Agreement.

"Transferred Authorizations" has the meaning set forth in Section 2.2(a)(v).

"Transferred Contracts" has the meaning set forth in Section 2.2(a)(iv).

"Updated Asset Schedules" has the meaning set forth in Section 2.2(b).

"Updated IRU Exhibits" has the meaning set forth in Section 5.6(b).

"Vehicles" has the meaning set forth in Section 2.2(a)(iii).

Section 1.2 Other Interpretive Provisions. Unless the express context otherwise requires:

(a) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa;

(c) the terms "Dollars" and "\$" mean United States Dollars;

(d) unless the context otherwise requires, references herein to a specific Section, Subsection, Recital, Schedule or Exhibit shall refer, respectively, to Sections, Subsections, Recitals, Schedules or Exhibits of this Agreement;

(e) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation";

(f) references herein to any gender include each other gender;

(g) references herein to any Person include such Person's heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this clause (g) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;

(h) references herein to a Person in a particular capacity or capacities exclude such Person in any other capacity;

(i) references herein to any contract or agreement (including this Agreement) mean such contract or agreement as amended, supplemented or modified from time to time in accordance with the terms thereof;

(j) with respect to the determination of any period of time, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”;

(k) references herein to any Law or any license mean such Law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time; and

(l) references herein to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

## ARTICLE II

### TRANSFER OF OPERATIONAL CONTROL OF TACOMA POWER COMMERCIAL SYSTEM AND PURCHASE AND SALE OF RELATED SURPLUS ASSETS

Section 2.1 Transfer of Operational Control. The Transfer of Operational Control shall take place on the last Business Day of the calendar month in which the conditions set forth in Article VI (other than those conditions that by their nature are to be satisfied at the Transfer of Operational Control but subject to the fulfillment or waiver of those conditions) have been satisfied or waived, unless such conditions have not been so satisfied or waived by the fifth Business Day preceding the last Business Day of such calendar month, in which case the Transfer of Operational Control shall take place on the last Business Day of the next calendar month or at such other time, date or place as the Parties hereto may mutually agree in writing.

#### Section 2.2 Purchase and Sale of Related Surplus Assets.

(a) On the terms and subject to the conditions set forth herein, at the Transfer of Operational Control Date, Tacoma Power shall sell, convey, transfer, assign and deliver to Rainier, and Rainier shall purchase from Tacoma Power, the Related Surplus Assets, free and clear of all Encumbrances. The “Related Surplus Assets” are comprised of:

(i) All spare customer equipment, and other tangible personal property and assets of Tacoma Power relating to the Click! Business, as set forth on Schedule 2.2(a)(i) (collectively, the “**Equipment**”);

(ii) All fiber optic cabling, coaxial cabling, supplies, tools and inventories of Tacoma Power relating to the Click! Business (the “**Inventory**”), as set forth on Schedule 2.2(a)(i);

(iii) All vehicles of Tacoma Power relating to the Click! Business (the “**Vehicles**”), as set forth on Schedule 2.2(a)(i);

(iv) All rights of Tacoma Power under those Contracts listed on Schedule 2.2(a)(iv) (collectively, the “**Transferred Contracts**”);

(v) All Governmental Authorizations listed on Schedule 2.2(a)(v) (the “**Transferred Authorizations**”);

(vi) Click! Business Subscriber deposits and Advanced Subscriber Payments;

(vii) Copies of all Customer Proprietary Information reasonably requested by Rainier on or before the tenth (10th) Business Day prior to the Transfer of Operational Control (the “**Records**”); and

(viii) All defenses, claims, deposits, prepayments, refunds, causes of action, credits, warranties (including manufacturer’s warranties), rights of recovery, rights of set off and rights of recoupment relating to any right, property or asset included in the Related Surplus Assets, or against any party under the Transferred Contracts.

(b) Updated Asset Schedules. On the tenth (10th) Business Day prior to the Transfer of Operational Control, Tacoma Power shall deliver to Rainier revised Schedules 2.2(a)(i), 2.2(a)(iv) and 2.2(a)(v), which shall set forth lists of assets of the type required to be disclosed thereon and relating to the Click! Business that Tacoma Power owns or has the right to own as of such date, including any assets acquired by Tacoma Power after the date hereof (the “Updated Asset Schedules”) and a statement indicating the value of the Advanced Subscriber Payments as defined in Section 2.6(a). No later than five (5) Business Days prior to the Transfer of Operational Control Date, Rainier shall notify Tacoma Power whether it accepts or requires revisions to the Updated Asset Schedules or the statement of Advanced Subscriber Payments. If Rainier accepts the Updated Asset Schedules and Advanced Subscriber Payments as delivered by Tacoma Power, then the Updated Asset Schedules shall amend, in their entirety, the corresponding schedules attached to this Agreement as of the date hereof, and the Consideration shall be calculated using the stated value of the Advanced Subscriber Payments.

Section 2.3 Excluded Assets. Notwithstanding anything herein to the contrary, from and after the Transfer of Operational Control, Tacoma Power shall retain, and there shall be excluded from the sale, conveyance, assignment or transfer to Rainier hereunder, all assets of Tacoma Power that are not Related Surplus Assets (the “**Excluded Assets**”).

Section 2.4 Assumption of Liabilities. At the Transfer of Operational Control, Rainier shall assume and discharge or perform when due all of the Liabilities that accrue after the Transfer of Operational Control with respect to operation of the Click! Business pursuant to the IRU Agreement and ownership of the Related Surplus Assets (the “**Assumed Liabilities**”). With respect to operation of the Tacoma Power Commercial System and ownership of the Related Surplus Assets, any Liabilities that accrue before the Transfer of Operational Control shall not be assumed by Rainier (“**Excluded Liabilities**”). The determination of the Excluded Liabilities and the Assumed Liabilities shall be prorated between Tacoma Power and Rainier as of 11:59 p.m. of the Transfer of Operational Control Date, the proration to be made and paid, insofar as feasible, on the Transfer of Operational Control Date, with a final settlement no later than sixty (60) days after the Transfer of Operational Control Date.

Section 2.5 Excluded Liabilities. Tacoma Power shall retain and be responsible for all Excluded Liabilities. Notwithstanding anything to the contrary in this

Agreement, Rainier shall not assume, and Rainier shall have no Liability for, any Liability of Tacoma Power that is not expressly assumed by Rainier pursuant to Section 2.4.

Section 2.6 Purchase Price. The aggregate amount to be paid to Tacoma Power by Rainier hereunder shall be the agreed price for the Related Surplus Assets as set forth in Schedule 2.2 ("Purchase Price"), less the amount of the pro-rated advanced Subscriber payments for services to be rendered after the Transfer of Operational Control received by Tacoma Power as of the 10th (tenth) Business Day ("Advanced Subscriber Payments") prior to the Transfer of Operational Control (the "Consideration"). On the terms and subject to the conditions set forth herein, in consideration of the sale and delivery of the Related Surplus Assets, at the Transfer of Operational Control, Rainier shall:

- (i) assume the Assumed Liabilities; and
- (ii) pay the Consideration by wire transfer of immediately available funds; and
- (iii) execute the Ancillary Agreements.

Section 2.7 Allocation of Revenues and Prepaid Expenses. Operation of the Click! Business and the Tacoma Power Commercial System, and the revenues, expenses and liabilities attributable thereto through 11:59 p.m. on the Transfer of Operational Control Date shall be for the account of Tacoma Power. Revenues and any prepaid or deferred items, shall be prorated between Tacoma Power and Rainier as of 11:59 p.m. of the Transfer of Operational Control Date, the proration to be made and paid within ninety (90) days after the Transfer of Operational Control Date.

Section 2.8 Deliveries by Rainier. At the Transfer of Operational Control, Rainier shall deliver to Tacoma Power:

- (a) the Consideration plus the first monthly installment of the IRU Fee required by Section 5 of the IRU Agreement, by wire transfer of immediately available funds to an account which has been designated by Tacoma Power at least two Business Days prior to the Transfer of Operational Control Date;
- (b) a duly executed counterpart of one or more Assignment and Assumption Agreements;
- (c) the certificate to be delivered pursuant to Section 6.3(m);
- (d) duly executed counterparts of such other customary instruments of transfer, assumptions, filings or documents, in form and substance reasonably satisfactory to Rainier and Tacoma Power, as may be reasonably required to give effect to this Agreement;
- (e) Copies of the performance assurances and funding commitments required by Section 12 of the IRU Agreement and Section 6.3(l) of this Agreement;
- (f) the certification required by Sections 6.3(e) of this Agreement;



- (g) the certification required by Section 6.3(f) of this Agreement;
- (h) a list of the names of all Persons with an ownership interest of Five Percent (5%) or greater in Rainier Connect North, LLC;
- (i) a duly executed counterpart of each Ancillary Agreement; and
- (j) copies of the approvals for the transfers of each of the Franchises from the jurisdictions in which Tacoma Power has Franchises for the Click! Business, or copies of the Franchises Rainier Connect North, LLC has entered into to serve such jurisdictions, as required by Section 6.3(k).

Section 2.9 Deliveries by Tacoma Power. At the Transfer of Operational Control, Tacoma Power shall deliver to Rainier:

- (a) a duly executed counterpart of one or more Bills of Sale;
- (b) a duly executed counterpart of one or more Assignment and Assumption Agreements;
- (c) the Records that are Related Surplus Assets;
- (d) the certificate to be delivered pursuant to Section 6.2(d);
- (e) duly executed counterparts of such other customary instruments of transfer, assumptions, filings or documents, in form and substance reasonably satisfactory to Rainier and Tacoma Power, as may be reasonably required to give effect to this Agreement; and
- (f) a duly executed counterpart of each Ancillary Agreement.

### **ARTICLE III**

#### **REPRESENTATIONS AND WARRANTIES OF TACOMA POWER**

Tacoma Power represents and warrants to Rainier that as of the date hereof and as of the Transfer of Operational Control:

Section 3.1 Organization and Qualification. Tacoma Power is a Division of Tacoma Public Utilities, a Department of the City of Tacoma, a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington and the City of Tacoma.

Section 3.2 Municipal Authorization.

(a) Tacoma Power has full municipal power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Tacoma Power of this Agreement and the Ancillary Agreements have been duly and validly authorized by the Tacoma Public Utility Board and the Tacoma City Council,

and no additional authorization or consent is required in connection with the execution, delivery and performance by Tacoma Power of this Agreement. Notwithstanding the foregoing, the Parties are aware of the pending litigation set forth in Section 6.1(d). In the event that, prior to Transfer of Operational Control, a court of competent jurisdiction in any of the matters set forth in Section 6.1(d), issues an order nullifying or invalidating the IRU Agreement or restraining or enjoining either Party from executing the IRU Agreement or exercising any rights accruing to either party under the IRU Agreement, either Party shall have the right to terminate this Agreement, which shall be Party's sole remedy. Alternatively, the Parties may suspend the obligations under this Agreement for such period of time and upon such conditions as the Parties may mutually agree.

(b) Tacoma Power has or prior to the Transfer of Operational Control will have full municipal power and authority to execute and deliver each Ancillary Agreement or Transfer of Operational Control document to which it is (or will be) a party and to perform its obligations thereunder. The execution, delivery and performance by Tacoma Power of each Ancillary Agreement to which it is (or will be) a party has been or prior to the Transfer of Operational Control will have been duly and validly authorized by the Tacoma Public Utility Board and the Tacoma City Council, and no additional authorization or consent will be required in connection with the execution, delivery and performance by Tacoma Power of the Ancillary Agreements or Transfer of Operational Control documents to which Tacoma Power will be a party or signatory.

Section 3.3 Non-Contravention. The execution, delivery and performance by Tacoma Power of this Agreement and the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, do not and will not violate any provision of Tacoma Power's charter.

Section 3.4 Binding Effect. This Agreement and each of the Ancillary Agreements will constitute, when executed and delivered by Tacoma Power and by Rainier and the other parties thereto, a valid and legally binding obligation of Tacoma Power, enforceable against Tacoma Power in accordance with their respective terms. Each of the unexecuted Ancillary Agreements to be entered into on or prior to the Transfer of Operational Control Date, when executed and delivered by Tacoma Power and by Rainier and the other parties thereto, will constitute a valid and legally binding obligation of Tacoma Power, enforceable against Tacoma Power in accordance with its terms.

Section 3.5 Assets. At the Transfer of Operational Control (after giving effect to the Transaction), Rainier will have good and marketable title to the Related Surplus Assets free and clear of any Encumbrances, other than those created by Rainier or its Affiliates.

Section 3.6 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Tacoma Power who might be entitled to any fee or commission in connection with the Transaction.

Section 3.7 No Default. Other than the litigation referenced in Section 6.1(d), there is no action, suit, proceeding, or investigation at law or in equity before or by any

court, public board or body pending against or affecting the Party, challenging or affecting the performance of the Party's obligations hereunder.

Section 3.8      Condition of Related Surplus Assets. NOTWITHSTANDING ANY EXAMINATION OR INSPECTION MADE BY RAINIER AND WHETHER OR NOT ANY PATENT OR LATENT DEFECT OR CONDITION WAS REVEALED OR DISCOVERED THEREBY, THE RELATED SURPLUS ASSETS ARE CONVEYED TO RAINIER UNDER THIS AGREEMENT IN THEIR "AS IS" CONDITION WITH ALL FAULTS AS OF THE EFFECTIVE DATE. EXCEPT AS SET FORTH IN THIS AGREEMENT, TACOMA POWER MAKES NO WARRANTY TO RAINIER OR ANY OTHER ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, USEFUL LIFE, FUTURE ECONOMIC VIABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF RELATED SURPLUS ASSETS, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

Section 3.9      No Other Representations or Warranties. Except for the representations and warranties contained in this Article III, neither Tacoma Power nor any other Person makes any other express or implied representation or warranty on behalf of Tacoma Power.

## **ARTICLE IV**

### **REPRESENTATIONS AND WARRANTIES OF RAINIER**

Rainier represents and warrants to Tacoma Power that as of the date hereof and as of the Transfer of Operational Control:

#### **Section 4.1      Organization and Qualification.**

(a) Rainier is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Washington. Rainier has all requisite power and authority to own and operate its assets and to carry on its business as currently conducted.

#### **Section 4.2      Corporate Authorization.**

(a) Rainier has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Rainier of this Agreement have been duly and validly authorized and no additional authorization or consent is required in connection with the execution, delivery and performance by Rainier of this Agreement.

(b) Rainier has or prior to the Transfer of Operational Control will have full power and authority to execute and deliver each of the Ancillary Agreements to which it will be a party and to perform its obligations thereunder. The execution, delivery and performance by Rainier of each of the Ancillary Agreements to which it will be a party has been

or prior to the Transfer of Operational Control will have been duly and validly authorized and no additional authorization or consent will be required in connection with the execution, delivery and performance by Rainier of any of the Ancillary Agreements to which it will be a party.

Section 4.3      Consents and Approvals. No consent, approval, waiver, authorization, notice or filing is required to be obtained by Rainier, or to be given by Rainier, or made by Rainier with, any Person in connection with the execution, delivery and performance by Rainier of this Agreement and the Ancillary Agreements to which it is a party, other than the consents, approvals, waivers, authorizations, notices or filings the failure of which to obtain, give or make would not, individually or in the aggregate, reasonably be expected to have a material impairment or delay of Rainier's ability to effect the Transfer of Operational Control or to perform its obligations under this Agreement or any Ancillary Agreement to which it is a party.

Section 4.4      Non-Contravention. Rainier is not a party to any contract, agreement or other instrument or condition which materially restricts, limits or in any manner materially adversely affects the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the Ancillary Agreements contemplated hereby by Rainier do not violate any provision of law applicable to Rainier or conflict with, result in the termination or breach of any term, condition or provision of, or constitute a material default under, the governing corporate formation documents of Rainier, or of any contract, lease agreement or other instrument.

Section 4.5      Binding Effect. This Agreement and each of the Ancillary Agreements will constitute, when executed and delivered by Rainier and by Tacoma Power and the other parties thereto, a valid and legally binding obligation of Rainier, enforceable against Rainier in accordance with their respective terms.

Section 4.6      Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Rainier or any Affiliate of Rainier who might be entitled to any fee or commission in connection with the Transaction.

Section 4.7      No Default. Other than the litigation referenced in Section 6.1(d), there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body pending against or affecting the Party, challenging or affecting the performance of the Party's obligations hereunder.

Section 4.8      Acceptance of Surplus Related Assets. RAINIER ACCEPTS THE SURPLUS RELATED ASSETS "AS IS" AND WITH ALL FAULTS. RAINIER HEREBY WAIVES AND RELEASES ANY CLAIM OR ACTION AGAINST TACOMA POWER IN RESPECT OF OR RELATED TO THE CONDITION OF THE RELATED SURPLUS ASSETS, INCLUDING ANY DEFECTS OR ADVERSE CONDITIONS NOT DISCOVERED OR OTHERWISE KNOWN BY RAINIER AS OF THE EFFECTIVE DATE

Section 4.9      No Other Representations or Warranties. Except for the representations and warranties contained in this Article IV, neither Rainier nor any other Person makes any other express or implied representation or warranty on behalf of Rainier.

## ARTICLE V

### COVENANTS

Section 5.1 Access and Information. From the date hereof until the Transfer of Operational Control subject to applicable Laws, Tacoma Power shall (i) afford Rainier and its authorized representatives reasonable access, during regular business hours, upon reasonable advance notice, to the Employees, the Tacoma Power Commercial System, and the Related Surplus Assets, and (ii) furnish, or cause to be furnished, to Rainier any financial and operating data and other information with respect to the Click! Business or in furtherance of this Transaction as Rainier from time to time reasonably requests.

Section 5.2 Conduct of Business. Except with respect to the actions consistent with the contemplated Transfer of Operational Control, during the period from the date hereof to the Transfer of Operational Control, Tacoma Power shall conduct the operations of and maintain the Tacoma Power Commercial System in the Ordinary Course of Business and in accordance with applicable material Laws (including, fulfilling installation requests) and use its commercially reasonable efforts to preserve the Click! Business and its relationship with its customers, suppliers, and creditors.

Section 5.3 Commercially Reasonable Efforts. Tacoma Power and Rainier shall cooperate and use their respective commercially reasonable efforts to fulfill as promptly as practicable the conditions precedent to the other Party's obligations hereunder and shall use their respective commercially reasonable efforts to fulfill as promptly as practicable the conditions precedent to their obligations hereunder to the extent they have the ability to control the satisfaction of such obligations. Without limiting the generality of the foregoing, Tacoma Power and Rainier shall (i) make all filings and submissions required by Laws, and promptly file any additional information requested as soon as practicable after receipt of such request therefor and promptly file any other information that is necessary, proper or advisable to permit consummation of the Transaction; ; and (ii) use commercially reasonable efforts to perform the tasks set forth in the Transition Plan.

(a) Each of the Parties hereto agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other commercially reasonable actions as may be necessary or desirable in order to evidence, consummate or implement expeditiously the transactions contemplated by this Agreement and to vest in Rainier good and marketable title to the Related Surplus Assets to the same extent as held by Tacoma Power, free and clear of all Encumbrances.

(b) In furtherance and not in limitation of the foregoing, each of Rainier and Tacoma Power agrees to make as promptly as practicable, (i) appropriate filings with the FCC, and (ii) all other necessary filings with other Government Entities relating to the Transaction, and to use commercially reasonable efforts to cause the receipt of approvals under such other Laws or from such authorities or third parties as soon as practicable.

(c) Each of Tacoma Power and Rainier shall give (or shall cause their respective Affiliates to give) any notices to third parties, and use, and cause their respective

Affiliates to use, commercially reasonable efforts to obtain any third party (excluding Government Entities) consents related to or required in connection with the Transaction.

Section 5.4      Compensation and Benefits; Employees.

(a) Compensation and Benefits. The Parties hereto hereby acknowledge and agree that no provision of this Agreement shall be construed to create any right to any compensation or benefits whatsoever on the part of any Employee or other future, present or former employee of Tacoma Power. Nothing in this Section 5.4 or elsewhere in this Agreement shall be deemed to make any employee of the Parties or their respective Affiliates a third party beneficiary of this Section 5.4 or any rights relating hereto.

(b) Employees. None of the provisions contained in this Agreement shall be interpreted as obligating Rainier to make an offer of employment to any of the Employees, provided, however, that Rainier agrees to make a good faith commitment to consider the existing Employees for employment when filling vacancies associated with its operations pursuant to the IRU Agreement. Rainier will evaluate each Employee for employment based on its own hiring criteria. In the event that Rainier does extend an offer of employment to an Employee, such offer will contain Rainier's standard terms and conditions of employment.

Section 5.5      Tax Matters.

Notwithstanding any provision in this Agreement to the contrary, to the extent any of the following apply, any real property excise or transfer tax, sales tax, use tax, or other similar tax imposed on the transactions contemplated by this Agreement shall be borne by Rainier Connect North, LLC.

Section 5.6      IRU Agreement The IRU Agreement attached as Exhibit 5.6 hereto includes the IRU Agreement and Exhibits, including near final drafts of Exhibits A2.1, A2.2, A2.3, A2.4, and A7.

(b) Updated IRU Agreement Exhibits. On the tenth (10th) Business Day prior to the Transfer of Operational Control, Tacoma Power shall deliver to Rainier revised IRU Exhibits A2.1, A2.2, A2.3, A2.4, and A7 which shall set forth lists of assets of the type required to be disclosed thereon and relating to the Tacoma Power Commercial System as of such date, including any changes to the Tacoma Power Commercial System assets after the date hereof (the "Updated IRU Exhibits"). No later than five (5) Business Days prior to the Transfer of Operational Control Date, Rainier shall notify Tacoma Power whether it accepts or requires revisions to the Updated IRU Exhibits. If Rainier accepts the Updated IRU Exhibits as delivered by Tacoma Power, then the Updated IRU Exhibits shall amend, in their entirety, the corresponding exhibits attached to the IRU Agreement as of the date hereof.

(c) As of the Transfer of Operational Control Date, Rainier and Tacoma Power shall each execute and deliver the IRU Agreement substantially in the form attached hereto as Exhibit 5.6, including any Updated IRU Exhibits.

Section 5.7      Post-Transfer of Operational Control Consents. Subsequent to the Transfer of Operational Control, Tacoma Power and Rainier shall continue to use

commercially reasonable efforts to obtain in writing as promptly as possible any consent, authorization or approval necessary or commercially advisable in connection with the Transaction which was not obtained on or before the Transfer of Operational Control in form and substance reasonably satisfactory to Rainier.

Section 5.8      Environmental Matters If at any time prior to the Transfer of Operational Control, any material environmental investigation, study, audit, test, review or other analysis in relation to any Related Surplus Asset is conducted, Tacoma Power shall (a) promptly notify Rainier thereof and (b) subject to applicable Law, keep Rainier informed as to the progress of any such proceeding.

Section 5.9      Name of Business To the extent that the names, marks, logos or indicia of Click! Business, (the “Click! Marks”), are incorporated in or on the Related Surplus Assets, Rainier may continue to use the Click! Marks pursuant to the terms of the license set forth in Exhibit P to the IRU Agreement. Rainier acknowledges and agrees that except as expressly set forth in Exhibit P to the IRU Agreement, it shall have no rights in and to any trade names, trademarks, service marks, Internet domain names or logos owned by Tacoma Power or any trade names, trademarks, service marks, Internet domain names or logos confusingly similar thereto.

## ARTICLE VI

### CONDITIONS TO TRANSFER OF OPERATIONAL CONTROL

Section 6.1      Conditions to the Obligations of Rainier and Tacoma Power. The obligations of the Parties hereto to effect the Transfer of Operational Control are subject to the satisfaction (or waiver by both parties) prior to the Transfer of Operational Control of the following conditions:

(a)      No Prohibition. No Law shall be in effect prohibiting the Transaction.

(b)      Consents and Approvals. All Governmental Authorizations (other than Franchises) that are set forth on Schedule 6.1(b) hereto shall have been obtained, in each case in form and substance reasonably satisfactory to both parties.

(c)      No Default. Other than the litigation referenced in Section 6.1(d), there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body pending against or affecting the Party, challenging the validity or enforceability of this Agreement or any other documents relating hereto or the performance of the Party’s obligations hereunder.

(d)      The pending litigation is: Edward E. (Ted) Coates, et al. v. City of Tacoma (Wa. Sup. Ct, Case No. 17-2-08907); Mitchell Shook v. City of Tacoma (U.S. Dist. Ct, Wa. W. Dist., Case No. 3:19cv05794BHS); Mitchell Shook v. City of Tacoma; Thomas McCarthy and Christopher T. Anderson v. City of Tacoma (Wa. Sup. Ct., Case No 19-2-07135-0); Darrel Bowman v City of Tacoma (Wa. Sup. Ct., Case No. 19-2-11506-3); Mitchell Shook v

City of Tacoma (Wa. Sup. Ct., Case No. 19-2-11760-1); City of Tacoma v. Comcast Cable Communications, LLC; Comcast Cable Communications Management, LLC (Wa. Sup. Ct., Case No. 19-2006715-8).

Section 6.2      Conditions to the Obligation of Rainier. The obligation of Rainier to effect the Transfer of Operational Control is subject to the satisfaction (or waiver by Rainier) prior to the Transfer of Operational Control of the following conditions:

(a)      Representations and Warranties. The representations and warranties of Tacoma Power in Article III that are qualified as to materiality or Material Adverse Effect shall be true and correct and all other representations and warranties of Tacoma Power in Article III not so qualified shall be true and correct in all material respects, in each case, at the time made and as of the Transfer of Operational Control Date as if made at and as of such time (except, in each case, to the extent expressly made as of an earlier date, in which case as of such earlier date).

(b)      Covenants. Each of the covenants and agreements of Tacoma Power to be performed on or prior to the Transfer of Operational Control shall have been duly performed in all material respects.

(c)      Ancillary Agreements. Tacoma Power shall have executed and delivered the Ancillary Agreements to which it is a party.

(d)      Certificate. Rainier shall have received a certificate, signed on behalf of Tacoma Power by a duly authorized officer of Tacoma Power, dated the Transfer of Operational Control Date, to the effect that the conditions set forth in this Section 6.2 have been satisfied.

(e)      No Encumbrances. As of the Transfer of Operational Control, there shall be no Encumbrances on any of the Related Surplus Assets, other than Encumbrances that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(f)      No Material Adverse Change. Since the date of this Agreement, no event or condition has occurred that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect

(g)      Rainier shall have received a certificate, signed on behalf of Tacoma Power by a duly authorized officer of Tacoma Power, dated the Transfer of Operational Control Date, to the effect that the Rainier's privacy policy and net neutrality policy are in compliance with the requirements of Exhibits J and K of the IRU Agreement, respectively.

Section 6.3      Conditions to the Obligation of Tacoma Power. The obligation of Tacoma Power to effect the Transfer of Operational Control is subject to the satisfaction (or waiver by Tacoma Power) prior to the Transfer of Operational Control of the following conditions:



(a) Representations and Warranties. The representations and warranties of Rainier in Article IV that are qualified by materiality or material adverse effect shall be true and correct and all other representations and warranties of Rainier in Article IV not so qualified shall be true and correct at the time made and as of the Transfer of Operational Control Date as if made at and as of such time (except, in each case, to the extent expressly made as of an earlier date, in which case as of such earlier date).

(b) Covenants. Each of the covenants and agreements of Rainier to be performed on or prior to the Transfer of Operational Control shall have been duly performed in all material respects.

(c) Ancillary Agreements. Rainier shall have executed and delivered the Ancillary Agreements to which it is a party.

(d) Published Rates and Services. Rainier shall have published its rates and services on its website as required by Exhibits G to the IRU Agreement.

(e) Lifeline Certification. Rainier shall have provided Tacoma Power with a signed certification attesting that it is a certified Lifeline provider and that it will offer the federal Lifeline subsidy as required by Exhibit H to the IRU Agreement..

(f) Reduced-Cost Service. Rainier shall have provided Tacoma Power with a signed certification that it will offer the substantially reduced-cost service contemplated by Exhibit H to the IRU Agreement.

(g) Local Office. Rainier shall have established a local office in the City of Tacoma and posted the address on its website as required by Exhibit I to the IRU Agreement

(h) Customer Privacy. Rainier shall have conspicuously published its privacy policy on its website as required by Exhibit J to the IRU Agreement.

(i) Net Neutrality. Rainier's net neutrality policy shall be conspicuously posted on its website as required by Exhibit K to the IRU Agreement

(j) Open Access Program. Rainier shall have provided Tacoma Power with a copy of its Open Access Program as required by Exhibit L to the IRU Agreement.

(k) Franchises. Rainier shall have either obtained approval for the transfer of each of the Franchises from the jurisdictions in which Tacoma Power has Franchises for the Click! Business as of the date of this Agreement, or will have entered into its own Franchises to serve such jurisdictions.

(l) Funding Commitment Letter(s). In order to demonstrate its ability to meet its obligations under this IRU Agreement, Rainier shall have delivered funding commitment letter(s), in a form reasonably acceptable to Tacoma Power, in the amount of four million five hundred thousand Dollars (\$4,500,000) covering the first three (3) years of the Initial Term ("Funding Commitment Letter(s)").

(m) Certificate. Tacoma Power shall have received a certificate, signed on behalf of Rainier by a duly authorized officer of Rainier, dated the Transfer of Operational Control Date, to the effect that the conditions set forth in this Section 6.3 have been satisfied.

## ARTICLE VII

### TERMINATION AND DEFAULT

Section 7.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Transfer of Operational Control by mutual written agreement of Tacoma Power and Rainier.

Section 7.2 Termination by Either Rainier or Tacoma Power. This Agreement may be terminated at any time prior to the Transfer of Operational Control by Rainier or Tacoma Power, by giving written notice of termination to the other Party, if (a) the Transfer of Operational Control shall not have occurred on or before 180 days from the date of this Agreement so long as the Party proposing to terminate has not breached in any material respect any of its representations, warranties, covenants or other agreements under this Agreement, in any manner that shall have proximately contributed to the failure of the Transfer of Operational Control to so occur, or (b) pursuant to Section 7.3 hereof, or (c) pursuant to Section 3.2(a).

Section 7.3 Material Breaches. A Party shall be deemed to be in default under this Agreement only if such Party has materially breached or failed to perform its obligations hereunder, and non-material breaches or failures shall not be grounds for declaring a Party to be in default, postponing the Transfer of Operational Control, or terminating this Agreement. For purposes of this Agreement, a Party's failure or refusal to execute any of the Ancillary Agreements shall constitute a material breach.

(b) If Tacoma Power or Rainier believes the other to be in default hereunder, the Party believing a default has occurred shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of: (a) the Transfer of Operational Control Date, or (b) within ten (10) business days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the Party in default undertakes diligent, good faith efforts to cure the default within such ten (10) day period and continues such efforts thereafter), then the Party giving such notice may terminate this Agreement and/or exercise the remedies available to such Party pursuant to this Agreement.

Section 7.4 Effect of Termination.

(a) In the event of the termination of this Agreement in accordance with this Article VII, this Agreement shall thereafter become void and have no effect, and no Party hereto shall have any Liability to the other Party hereto or their respective Affiliates, except that nothing in this Section 7.4 shall relieve any Party from liability for any willful breach of this Agreement that arose prior to such termination.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1 Notices. All notices, requests, demands, approvals, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given and made if served by personal delivery upon the Party for whom it is intended or on the third day following mailing, postage prepaid, certified mail, return receipt requested to the Person at the address set forth below:

**Tacoma Power:**

Tacoma Public Utilities  
3628 South 35th Street  
Tacoma, WA 98409  
Attention: TPU Contract Administrator

**With a copy to:**

City of Tacoma  
747 Market Street  
Tacoma, WA 98402  
Attention: City Attorney

**Rainier:**

Rainier Connect North, LLC  
104 Washington Ave. N.  
P.O. Box 639  
Eatonville, WA 98328  
Attn: Manager

**With a copy to:**

Richard A. Finnigan  
2112 Black Lake Blvd. SW  
Olympia, WA 98512

Either Party may change the address to which notices shall be sent by notice to the other Party by providing thirty (30) days' written notice of the change of address.

Section 8.2 Amendment; Waiver. Any provision of this Agreement may be amended, waived or suspended if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Rainier and Tacoma Power, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative

and not exclusive of any rights or remedies provided by Law except as otherwise specifically provided in Article VII.

Section 8.3      No Assignment or Benefit to Third Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors. No Party to this Agreement may assign any of its rights or transfer or delegate any of its obligations under this Agreement, and this Agreement may not be assigned to any third parties.

Section 8.4      Entire Agreement. This Agreement (including all Schedules and Exhibits) executed as of the date hereof contain the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, including but not limited to the Letter of Intent that was executed on April 2, 2019 by and between Tacoma Power and Mashell Telecom Inc.

Section 8.5      Publicity. Notwithstanding anything to the contrary contained herein, no press release or similar public announcement or communication shall be made or caused to be made relating to this Agreement and the Transaction unless specifically approved in advance by both parties hereto, except that a Party hereto may issue any press release or make any public announcement or communication relating to this Agreement and the Transaction that may be required by any applicable Law (including any listing requirement) without such approval if, to the extent practicable, such Party has used commercially reasonable efforts to obtain the approval of the other Party before issuing such press release or making such public announcement or communication.

Section 8.6      Expenses. Except as otherwise expressly provided in this Agreement, whether or not the Transfer of Operational Control occurs, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses.

Section 8.7      Bulk Sales. Tacoma Power and Rainier agree to waive compliance with Article 6 of the Uniform Commercial Code as adopted in each of the jurisdictions in which any of the Related Surplus Assets are located to the extent that such Article is applicable to the transactions contemplated hereby.

Section 8.8      Governing Law. Any action related to this Agreement shall be governed the laws of the State of Washington (except that body of law controlling conflict of laws) and the United Nations Convention on the International Sale of Goods will not apply. Any suit or proceeding arising out of or relating to this Agreement will be brought in the applicable federal or state court located in Pierce County, Washington, and each Party irrevocably submits to the jurisdiction and venue of such courts.

Section 8.9      Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

Section 8.10 Headings. The heading references herein and the table of contents hereof are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof.

Section 8.11 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 8.12 Confidentiality.

(a) Definition. “**Confidential Information**” means information concerning a Party’s (or its Affiliates’) products, plans, methods, processes, business opportunities, vendors, customers, finances, personnel and other information related to the business of such Party and the terms of this Agreement. “Confidential Information” does not include any information which: (a) the receiving Party rightfully knew before the disclosing Party disclosed it to the receiving Party; (b) has become publicly known through no wrongful act of the receiving Party; or (c) the receiving Party developed independently and without the use of any Confidential Information, as evidenced by appropriate documentation.

(b) Nondisclosure. All Confidential Information remains the property of the disclosing Party, and no license or other right in any Confidential Information is granted hereby. The receiving Party shall not disclose any Confidential Information to any third party or otherwise, and shall take all reasonable precautions to prevent its unauthorized dissemination, during the pendency of this Agreement. The receiving Party shall limit its internal distribution of Confidential Information to its employees and agents who have a need to know, and shall take steps to ensure that dissemination is so limited. The receiving Party shall not use any Confidential Information for its own benefit or for the benefit of anyone other than the disclosing Party. Upon disclosing Party’s written request, the receiving Party shall return to the disclosing Party all Confidential Information in the receiving Party’s custody or control. All information disclosing Party provides is provided “AS IS” and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

(c) Confidential or Proprietary Records Must be Marked. If Rainier provides Tacoma Power with records that Rainier considers confidential or proprietary, Rainier must mark all applicable pages of said record(s) as “Confidential” or “Proprietary.” If Rainier fails to so mark record(s), then (1) Tacoma Power, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) Rainier expressly waives its right to allege any kind of civil action or claim against Tacoma Power pertaining to the release of said record(s).

(d) Public Disclosure. This Agreement and documents provided to Tacoma Power by Rainier hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (“**Public Records Act**”). Thus, Tacoma Power may be required, upon request, to disclose this Agreement and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event Tacoma Power receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Rainier has complied with the requirements herein to mark all content considered to be confidential or proprietary, Tacoma Power agrees to provide Rainier ten (10) days’ written notice of impending release. Should legal action thereafter be initiated by Rainier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Rainier, including any damages, attorneys’ fees or costs awarded by reason of having opposed disclosure. Tacoma Power shall not be liable for any release where notice was provided and Rainier took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to Rainier according to the “Notices” provision herein.

Section 8.13 Time of Essence. Time is of the essence in this agreement and each provision hereof in which time of performance is established.

Section 8.14 No Gratuities. Tacoma Power shall not offer or give any Rainier employee or agent any gratuity, payment, or other personal benefit or inducement with a view toward securing business from Rainier or influencing the terms, conditions, or performance of this Agreement or any statement of work or purchase order.

Section 8.15 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Party will execute and deliver any additional documents and instruments and perform any additional acts that may be commercially reasonable, necessary, or appropriate, or reasonably requested by the other Party, to effectuate and perform the Parties’ obligations under this Agreement and the transactions contemplated hereby.

Section 8.16 Non-Discrimination. Rainier agrees to take all steps necessary to comply with all federal, state, and Tacoma City laws and policies regarding non-discrimination and equal employment opportunities. Rainier shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by Rainier with any of the non-discrimination provisions of this Agreement, Tacoma Power shall be deemed to have cause to terminate this Agreement, in whole or in part.

Section 8.17 Relationship of the Parties. The relationship between the Parties will not be that of partners, agents, or joint venture parties for one another, and nothing contained in this Agreement will be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to, tax purposes. No employment relationship is created by this Agreement. Neither Party will make any commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so. In performing any of their obligations hereunder, each Party will be an independent contractor or independent Party and shall use its discretion in discharging its contractual obligations at its own risk.

Section 8.18 Conflict of Interest. No officer, employee, or agent of Tacoma Power, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. Rainier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Rainier represents that it presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of Rainier's services and obligations hereunder. Rainier further covenants that, in performance of this Agreement, no person having any such interest shall be employed. Rainier also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Agreement subjecting this Agreement to termination.

Section 8.19 Representation. Both Parties acknowledge that they have each been represented by counsel and this Agreement and every provision hereof has been freely and fairly negotiated. All provisions of this Agreement will be interpreted according to their fair meaning and will not be strictly construed against any Party.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

**CITY OF TACOMA, DEPARTMENT  
OF PUBLIC UTILITIES, LIGHT  
DIVISION, D/B/A TACOMA POWER**

By: \_\_\_\_\_  
Name: Jackie Flowers  
Title Director of Utilities

**MASHELL, INC., D/B/A RAINIER  
CONNECT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

**RAINER CONNECT NORTH, LLC**

By: \_\_\_\_\_  
Name: Elizabeth A. Pauli  
Title City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Name: Andrew Cherullo  
Title Finance Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title Risk Manager



EXHIBIT 2  
TRANSFEREES/ASSIGNEES

The Transferee/Assignee is Rainier Connect North, LLC.

The location of the Transferee/Assignee is 104 Washington Ave. N., Eatonville, WA 98328.

The jurisdiction of the Transferee/Assignee is Washington.

The date of formation is May 21, 2019.

The registered agent of the Transferee/Assignee is Richard A. Finnigan.

The address of the registered agent is 2112 Black Lake Blvd. SW, Olympia, WA 98512.

The Transferee/Assignee is for profit.

### EXHIBIT 3

See the attached. Please note that this is confidential.

EXHIBIT 4  
NARRATIVE DESCRIPTION OF QUALIFICATIONS OF  
TECHNICAL QUALIFICATIONS

The Assignee's affiliate, Mashell Telecom, Inc. d/b/a Rainier Connect has operated a cable television system in Pierce County, Washington since 1996. It has all of the necessary employees and experience to operate a cable television system. The personnel that are involved in Mashell Telecom's operations will be involved in the operations of the Assignee. This includes management personnel, operations personnel, office personnel, and field personnel.



**PLANNING COMMISSION  
REGULAR MEETING MINUTES  
October 16, 2019  
City Hall Council Chambers  
6000 Main Street SW  
Lakewood, WA 98499**

**Call to Order**

Mr. Don Daniels, Chair, called the meeting to order at 6:30 p.m.

**Roll Call**

Planning Commission Members Present: Don Daniels, Chair; Connie Coleman-Lacadie, Vice-Chair; Ryan Pearson, James Guerrero and Nancy Hudson-Echols

Planning Commission Members Excused: Christopher Webber

Commission Members Absent: Paul Wagemann (arrived late to meeting, no vote on minutes)

Staff Present: David Bugher, Assistant City Manager, CEDD; Tiffany Speir, Special Projects Planning Manager; and Karen Devereaux, Administrative Assistant

Council Liaison: Councilmember Mr. Michael Brandstetter

**Approval of Minutes**

**The minutes of the meeting held on October 2, 2019 were approved as written by voice vote, M/S/C Coleman-Lacadie/Guerrero. The motion passed unanimously, 5-0.**

**Agenda Updates**

None

**Public Comments**

Mr. Glen Spieth, Lakewood business owner, shared that the Lakewood Colonial Center has been vandalized and graffiti is everywhere. Mr. Spieth noted that the structure has 11 external doors that lead to many floors and security has become a real problem for the building and many of the businesses currently leasing within the structure.

**Public Hearings**

Title 18A Update

Mr. Gregory Busch, Wireless Policy Group on behalf of AT&T, thanked staff and commissioners for their time and energy spent updating the code. Mr. Busch expressed appreciation for the changes made in response to his comments through the public hearing process. It was noted that AT&T looks forward to providing wireless service under the new code.

Mr. Tim Puryear, on behalf of Northwest Building, owner of Lakewood Industrial Park, thanked commissioners for efforts on the code update.

Commission Chair Daniels closed the public hearing.

**Unfinished Business**

Action on Proposed 2020 Comprehensive Plan Amendment Docket

Through a PowerPoint presentation Ms. Tiffany Speir reviewed the docket list (consisting of one

Comprehensive Plan text amendment, one privately-initiated map amendment and 6 City-initiated map amendments) and legislative timeline.

The docket is scheduled to move to Council on 11/25/2019 for their consideration. Council will conduct their public hearing and action will be taken on 12/02/2019. Between December 2019 and next spring 2020 staff will conduct substantive review on the chosen applications then the recommendations will be brought before the commission to consider.

Mr. James Guerrero, Commissioner, is the architect of record for one of the project applications being considered and has recused himself from the dais during discussion and vote.

**The Resolution 2019-05 of the City of Lakewood Planning Commission recommending approval of the docket of 2020 Potential Land Use and Text Amendments to the Lakewood Comprehensive Plan, including the Future Land -Use and Zoning Maps of the City was approved as written by voice vote, M/S/C Wagemann/Pearson. The Resolution 2019-05 passed unanimously, 5-0.**

*Discussion and Action on Lakewood Municipal Development Code (Title 18A) Update*

Ms. Tiffany Speir reiterated a review of the responses to various requests for amendment to the draft by commissioners, citizen public hearing comments, the City Attorney and other staff. Commissioners were provided a second and third staff report electronically for their review. The draft Resolution 2019-06 was reviewed. Ms. Speir and Mr. Bugher answered all questions by commissioners during the discussion.

**Ms. Nancy Hudson-Echols made the motion to approve the Resolution 2019-06 of the City of Lakewood Planning Commission recommending the approval of amendments to the Lakewood Municipal Code (LMC) Titles 3, 12, and 17; Approval of the Repeal and Replacement of LMC Title 18A; and approval of related technical amendments to LMC Titles 1, 3, 12, 14, 17 and 18B. Mr. Ryan Pearson seconded this motion.**

**During the discussion, Mr. James Guerrero offered an amendment to the motion to 1) correct scrivener errors in the parking dimensions table and 2) amend the allowed landscaping slope ratio from 1:3 to 1:2. Mr. Paul Wagemann seconded the proposed amendment. After discussion, the amendment to Resolution 2019-06 passed unanimously, 6-0.**

**The amended Resolution 2019-06 was approved by voice vote and passed unanimously, 6-0.**

**New Business**

None

**Report from Council Liaison**

Councilmember Mr. Mike Brandstetter updated commissioners on the following topics:

The Shoreline Management Program document was returned from Department of Ecology and the City has satisfied all of the requirements as a policy and regulatory document. A few editing suggestions were made by ECY and would be considered for action by the Council on October 21. The Planning Commission would continue to play a role in monitoring the restoration piece of the program.

The Council has taken up the zoning amendment for parcels near the Western State Hospital and previous Ft. Steilacoom Golf Course of rezoning from Open Space and Recreation 2 (OSR2) to OSR1. Council is in the midst of public hearing process and will soon take final action. Mr. Brandstetter noted they have not received any input of disagreement in that rezone.

During their September retreat, Council members discussed the priority of completing sidewalks and updating the non-motorized plan to increase connectivity along the major arterials and achieve a balance between the pedestrian and vehicular movement throughout the City.

There are a number of dangerous building abatements in various stages of moving through hearing examiner decisions. Some of these are long standing concerns the Council is looking to settle.

#### Other

Mr. David Bugher provided an update and confirmed 22 abatements are underway.

Karwan Village Mobile Home Park abatement on 84<sup>th</sup> St is currently going through the appeal process which expires on October 30<sup>th</sup> at which time the property owner will be contacted and compliance with the hearing examiners decision will be enforced. The Tacoma-Pierce County Health Department may become involved as some of the units have been declared unsafe due to failed septic.

The Rental Housing Safety program runs into abatements like these that cause social services related issues. The City has made contact with a group that is willing to assist with these issues that the City is unable to provide.

Staff continues to evaluate the Deja Vu Showgirls business license revocation. More information will be provided as this will move forward.

A very difficult subdivision, Thornewood PDD, will come before the hearing examiner on Thursday, October 17, 2019.

Staff is working on the consolidated plan for the CDBG Home documents and timelines we cover.

### **Reports from Commission Members and Staff**

#### City Council Actions

None

#### Written Communications

None

#### Future Agenda Topics

Due to the completion of the Resolution 2019-05 2020 Comprehensive Plan Amendment docket and Resolution 2019-06 Title 18A Update being voted for recommendation and moved forward for Council consideration, no further meetings would be scheduled for the Planning Commission for the remainder of this year. The next meeting would be held in January 2020.

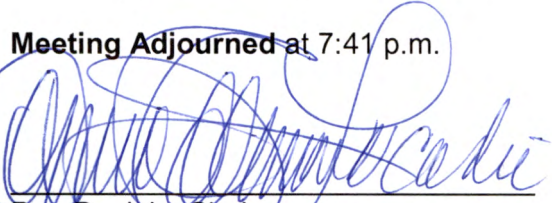
The commissioners would vote for Chair and Vice-Chair positions in January 2020.

#### Area-Wide Planning / Land Use Updates

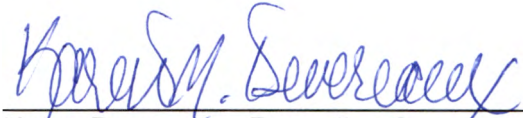
The Annual Housing Report will be presented at the January 2020 meeting.

**Next Regular Meeting: February 5, 2020 at 6:30 p.m. in Council Chambers**

**Meeting Adjourned at 7:41 p.m.**

  
Don Daniels, Chair  
Planning Commission

02/05/2020

  
Karen Devereaux, Recording Secretary  
Planning Commission

02/05/2020





## LANDMARKS AND HERITAGE ADVISORY BOARD

November 21, 2019 Meeting Minutes  
American Lake Conference Room  
6000 Main Street SW  
Lakewood, WA 98499

**"The mission of the City of Lakewood Landmarks and Heritage Advisory Board is to preserve, protect and promote the unique heritage and historic resources of the City of Lakewood"**

### CALL TO ORDER

The Chair, Mr. Glen Spieth, called the meeting to order at 6:00 p.m.

### MEETING PROTOCOL

#### Roll Call

Landmarks & Heritage Advisory Board Members Present: Glen Spieth, Chair; Joan Cooley, Bill Elder, Beth Campbell and Marjorie Thomas-Candau

Landmarks & Heritage Advisory Board Members Excused: None

Landmarks & Heritage Advisory Board Members Absent: Marjorie Thomas-Candau

Council Liaison to LHAB is Councilmember John Simpson

Staff Present: Andrea Bell, Associate Planner and Karen Devereaux, Administrative Assistant

### Acceptance/Changes to Agenda

None

### Approval of Minutes

The minutes of the meeting held on October 24, 2019 were approved as written by voice vote, M/S/C Elder/Cooley. Motion to approve the minutes passed unanimously, 4-0.

### Announcements

Mr. Glen Spieth, Chair shared that he received a resignation from Mr. Bob Jones who will no longer serve on the board. This leaves the LHAB group with 3 vacant positions. Mr. Spieth suggested members look to recruit other professionals they know that are historian-minded to fill these positions.

### PUBLIC COMMENTS

None

### PUBLIC HEARINGS

None

### REPORTS BY HISTORIC PRESERVATION OFFICER OR STAFF

#### Pierce County Historic Preservation Grant Program Award

Ms. Andrea Bell, Associate Planner, reiterated information pertinent to the grant award of \$2,425.00 for the Historic Street Signs Program. Good news was shared that the Parks & Recreation Department is going to help in meeting the required match dollars for the grant, leaving the LHAB with \$2,367.20



remaining in the budget. These monies could be rolled-over into the 2020 budget allocated funds of \$4,000. This would provide the group a total of \$6,367.20 to complete work plan items through 2021. **Ms. Joan Cooley made the motion to roll over the remaining \$2,367.20 into next year's budget. Mr. Bill Elder seconded the motion. A voice vote was taken with the motion being carried, 4-0.**

Members agreed to continue researching for proof of the original names of the 7 roadways chosen for the historic signs; Steilacoom Blvd., Gravelly Lake Dr SW, Bridgeport Way SW, Pacific Highway SW, Motor Avenue SW, Lakeview Avenue SW, and Hipkins Rd SW. It was suggested to vote on the list of historic names at the January meeting.

## **UNFINISHED BUSINESS**

None

## **NEW BUSINESS**

### 2020 Work Plan

Ms. Bell led a discussion around all 7 work plan items members want to complete. In agreement that project priorities need to be set, members also requested additional information. Members would like to update the touring map and queried how to get a quote on graphics updating and printing. In 2015, printing of 2,500 copies cost \$2,189.80.

The group requested help in moving forward with the creation of a program to designate "hardscaping", such as the Clover Creek Bridge on Pacific Highway, as historic landmarks. Councilmember Mr. John Simpson offered the suggestion of speaking with Public Works Engineering Director, Mr. Paul Bucich.


Members would like to collaborate with the Parks & Recreation Department on a Historic City Tour written and presented by Pretty Gritty Tours in the coming months.

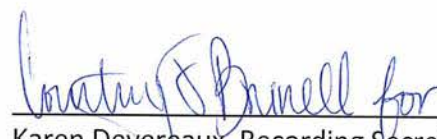
At the January meeting members would like to assign a priority to each of the 7 items on their 2020 Work Plan.

Mr. Bill Elder gave very specific praise to Ms. Courtney Brunell for all her efforts and leadership of the LHAS group and their accomplished work plan items. The members agreed that Ms. Brunell's insight and efforts have been enjoyed and appreciated.

**Next Meeting** the next regularly scheduled meeting will be Thursday, January 23, 2020 at 6:00 PM in the American Lake Conference Room in City Hall.

**Meeting Adjourned** at 6:45 p.m.

  
Glen Spieth, Chair  
Landmarks & Heritage Advisory Board  
01/23/2020

  
Karen Devereaux, Recording Secretary to the  
Landmarks & Heritage Advisory Board  
01/23/2020



## **PUBLIC SAFETY ADVISORY COMMITTEE**

Regular Meeting Minutes  
Wednesday, December 4, 2019  
Lakewood Police Department  
9401 Lakewood Drive SW  
Lakewood, WA 98499

### CALL TO ORDER

The meeting was called to order at 5:16 p.m.

### ROLL CALL

Public Safety Advisory Committee Members Present: Alan Hart, James Hairston, Ken Witkoe, Ray Dotson, and Mark Terry

Public Safety Advisory Committee Members Excused: Mark Peila

Public Safety Advisory Committee Members Absent: None

City Councilmember Present: Councilmember Marie Barth

Fire Department Staff Present: No one from Fire Department able to attend. Santa Holiday event same day/time.

Lakewood Youth Council Present: No one from Lakewood Youth Council present.

Staff Present: Chief Mike Zaro and Committee Staff Support; Joanna Nichols, Administrative Assistant

### APPROVAL OF MINUTES

Ray Dotson motioned to approve October's meeting minutes. All ayes; minutes were approved.

### PUBLIC COMMENT

No public comments.

### CITY COUNCIL LIAISON COMMENTS

Councilmember Marie Barth asked if there were any questions about the bike lane maps she had sent to Joanna Nichols for distribution prior to the meeting. No one had any questions.

This was Councilmember Marie Barth's last meeting and everyone thanked her for her service to the City and the Committee.

### FIRE CHIEF COMMENTS

No one from Fire Department was able to be present as they had a holiday event scheduled for the same evening.

### POLICE CHIEF COMMENTS

Chief Michael Zaro discussed the Fallen Officer Food Drive numbers (16,000 pounds of food, \$20,000 and 45 blood donations), as well as the Remembrance Ceremony on November 29<sup>th</sup>. Chief Zaro shared the upcoming speed emphasis for the month of December and the Bike Patrol Retail Theft emphasis scheduled for Black Friday.

Chief Michael Zaro discussed some recent cases to include the currently closed Déjà Vu business. Discussion ensued.

### YOUTH COUNCIL COMMENTS

No one from Youth Council was present.

### UNFINISHED BUSINESS

The fireworks letter of recommendation was discussed. James Hairston made a motion to approve the letter as written. All ayes; letter will be sent to Briana Schumacher for City Council.

Ken Witkoe stated that he would be interested in finding a way to educate the public on alternative options regarding the fireworks. Chief Michael Zaro stated he would ask Communications Director Brynn Grimley if she could add it to a Connections Magazine issue, as well as putting it out on social media. Mr. Witkoe also asked about the City providing "media kits" that PSAC members could take to the Neighborhood Association Meetings to educate people directly. Chief Zaro stated it would be possible to take whatever we put out on

social media and create a "packet" or hard copy for this purpose, and we would work on that closer to July, probably around June.

Bicycle traffic safety was also discussed again, and it was requested that perhaps more education of the public could happen regarding that, also. Chief Zaro stated he would put that request in to Brynn Grimley, as well, for a future Connections Magazine issue.

### NEW BUSINESS

Ken Witkoe stated that they needed to complete the Work Plan for 2020. Discussion ensued. It was agreed to add the fireworks letter, adult family homes and the various train and traffic safety issues which have cropped up since it was announced that the trains would be coming through Lakewood, under accomplishments. For next year's work plan it was agreed to list PSAC recruitment and infrastructure safety issues as areas of focus. Each meeting was discussed and every month was filled except August.

Ken Witkoe discussed the By-Laws and Mission Statement for PSAC, with a question regarding the idea of becoming an ad-hoc committee. Discussion ensued. It was agreed that going to every other month was a great place to start in regards to feeling useful and not wasteful of everyone's valuable time. While issues for PSAC to tackle may not be plentiful at the moment, there are times that PSAC input and outreach will be needed, and it is important to have a committee in place for those times. It was also agreed that recruitment effort for the committee is important, and something each member should be assisting with, as well as outreach via the Neighborhood Association Meetings.

Ken Witkoe asked if Alan Hart would be willing to head up an organization effort for the Neighborhood Association Meeting outreach. Mr. Hart agreed. It was requested that Joanna Nichols confirm those meetings which are active versus dormant. Councilmember Marie Barth suggested that each member actively commit to attending the Neighborhood Association meetings, ask to be placed on the agenda's in January/February, and bring PSAC applications with them to let it be known that they are actively recruiting for the Committee.

### REPORTS FROM BOARD MEMBERS & STAFF

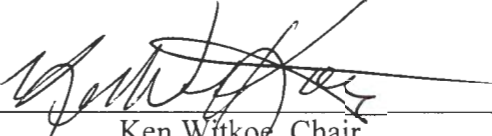
Members discussed their Neighborhood Associations, as applicable. Ken Witkoe read Michael Arnett's last report from Lake City into the record.


ADJOURNMENT

Alan Hart motioned to adjourn the meeting; all ayes. Meeting adjourned at 6:39 p.m.

Public Safety Advisory Committee:

Attest:

  
\_\_\_\_\_  
Ken Witko, Chair

  
\_\_\_\_\_  
Joanna Nichols, Secretary

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> February 18, 2020	<b>TITLE:</b> Appointing a Councilmember to serve on the Puget Sound Regional Council Executive Board.	<b>TYPE OF ACTION:</b> — ORDINANCE — RESOLUTION
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Schedule for 2020 meeting dates Bylaws	<b>X</b> MOTION NO. 2020-10 — OTHER

**SUBMITTED BY:** Briana Schumacher, City Clerk on behalf of Don Anderson, Mayor.

**RECOMMENDATION:** It is recommended that the City Council appoint a delegate and alternate to serve on the Puget Sound Regional Council Executive Board.

**DISCUSSION:** The purpose of the Puget Sound Regional Council, shall be to exercise the authority delegated to it pursuant to the Interlocal Agreement and under federal and state laws as the Metropolitan Planning Organization and Regional Transportation Planning Organization for the central Puget Sound region, and to qualify eligible agencies for programming of federal, state and local transportation projects identified in the Transportation Improvement Program. The [Puget Sound Regional Council Executive Board](#) has approved seats on the board for the three newly designated principal cities in the region: Lakewood, Port Orchard and Redmond. Each of these cities will have a representative on PSRC's Executive Board beginning February 27. The Executive Board generally meets the fourth Thursday of each month from 10:00-11:30 a.m. at PSRC Office located at 1011 Western Ave, 5<sup>th</sup> Floor, Seattle.

**ALTERNATIVE(S):** The City Council could choose to appoint another elected official.

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

Briana Schumacher, City Clerk  
Prepared by

  
City Manager Review

Heidi Ann Wachter, City Attorney  
Department Director



## **DISCUSSION:** (continued)

### **Members:**

- **Bruce Dammeier** *Executive*  
Pierce County - *President*
- **Claudia Balducci** *Councilmember*  
King County - *Vice President*
- **Glen Bachman** *Commissioner*  
Port of Everett
- **Nancy Backus** *Mayor*  
City of Auburn
- **Angela Birney** *Mayor*  
City of Redmond
- **Dow Constantine** *Executive*  
King County
- **Jenny Durkan** *Mayor*  
City of Seattle
- **Allan Ekberg** *Mayor*  
City of Tukwila  
Other Cities & Towns in King County
- **Becky Erickson** *Mayor*  
City of Poulsbo  
Other Cities & Towns in Kitsap County
- **Jim Ferrell** *Mayor*  
City of Federal Way
- **Cassie Franklin** *Mayor*  
City of Everett
- **Charlotte Garrido** *Commissioner*  
Kitsap County
- **Lorena González** *Councilmember*  
City of Seattle
- **Andrew Lewis** *Councilmember*  
City of Seattle
- **Dick Marzano** *Commissioner*  
Port of Tacoma
- **Roger Millar** *Secretary of Transportation*  
WA State Department of Transportation
- **Amy Ockerlander** *Mayor*  
City of Duvall  
Other Cities & Towns in King County
- **Armondo Pavone** *Mayor*  
City of Renton
- **Bill Pugh** *Mayor*  
City of Sumner  
Other Cities & Towns in Pierce County
- **Robert Putaansuu** *Mayor*  
City of Port Orchard
- **Dana Ralph** *Mayor*  
City of Kent
- **Chris Roberts** *Councilmember*  
City of Shoreline  
Other Cities & Towns in King County
- **Lynne Robinson** *Mayor*  
City of Bellevue
- **Terry Ryan** *Councilmember*  
Snohomish County
- **Hester Serebrin** *Commissioner*  
WA State Transportation Commission
- **Dave Somers** *Executive*  
Snohomish County
- **Peter Steinbrueck** *Commissioner*  
Port of Seattle
- **Axel Strakeljahn** *Commissioner*  
Port of Bremerton
- **Dan Strauss** *Councilmember*  
City of Seattle
- **Penny Sweet** *Mayor*  
City of Kirkland
- **Mike Todd** *Councilmember*  
City of Mill Creek  
Other Cities & Towns in Snohomish County
- **Barbara Tolbert** *Mayor*  
City of Arlington  
Other Cities & Towns in Snohomish County
- **Greg Wheeler** *Mayor*  
City of Bremerton
- **Victoria Woodards** *Mayor*  
City of Tacoma
- **Derek Young** *Councilmember*  
Pierce County

Alternates:

- **Gary Anderson** *Commissioner*  
Port of Bremerton
- **Jay Arnold** *Deputy Mayor*  
City of Kirkland
- **Bek Ashby** *Councilmember*  
City of Port Orchard
- **David Baker** *Mayor*  
City of Kenmore  
Other Cities & Towns in King County
- **Jeremy Barksdale** *Councilmember*  
City of Bellevue
- **Bruce Bassett** *Councilmember*  
City of Mercer Island  
Other Cities & Towns in King County
- **Shiv Batra** *Commissioner*  
WA State Transportation Commission
- **Paul Bocchi** *Councilmember*  
City of Lakewood  
Other Cities & Towns in Pierce County
- **Cary Bozeman** *Commissioner*  
Port of Bremerton
- **Mike Cotten**  
WA State Department of Transportation
- **Adrienne Fraley-Monillas** *Councilmember*  
City of Edmonds  
Other Cities & Towns in Snohomish County
- **Robert Gelder** *Commissioner*  
Kitsap County
- **Kevin Gorman** *Councilmember*  
City of Bremerton
- **Jeanne Kohl-Welles** *Councilmember*  
King County
- **Kathy Lambert** *Councilmember*  
King County
- **Robin Mayhew**  
WA State Department of Transportation
- **Joe McDermott** *Councilmember*  
King County
- **James McNeal** *Councilmember*  
City of Bothell  
Other Cities & Towns in King County
- **Tammy Morales** *Councilmember*  
City of Seattle
- **Teresa Mosqueda** *Councilmember*  
City of Seattle
- **Scott Murphy** *Councilmember*  
City of Everett
- **Alex Pedersen** *Councilmember*  
City of Seattle
- **Ed Prince** *Councilmember*  
City of Renton
- **Douglas Richardson** *Councilmember*  
Pierce County
- **Patty Rubstello**  
WA State Department of Transportation
- **Tom Stiger** *Commissioner*  
Port of Everett
- **Robert Thoms** *Councilmember*  
City of Tacoma
- **Nancy Tosta** *Councilmember*  
City of Burien  
Other Cities & Towns in King County
- **Jeff Wagner** *Mayor*  
City of Covington  
Other Cities & Towns in King County
- **Bryan Wahl** *Councilmember*  
City of Mountlake Terrace  
Other Cities & Towns in Snohomish County
- **Stephanie Wright** *Councilmember*  
Snohomish County
- **John Wynands**  
WA State Department of Transportation



**January 2020**

- 1 PSRC Office Closed -  
New Year's Day
- 9 Transportation Policy Board  
(9:30 - 11:30 am)
- 16 Regional Staff Committee  
(9:30 am - 12 pm)
- 20 PSRC Office Closed -  
Martin Luther King, Jr. Day
- 23 Operations Committee  
(9:00 - 9:50 am)
- 23 Executive Board  
(10 - 11:30 am)
- 24 Regional Project Evaluation Comm.  
(9:30 - 11 am)

**February 2020**

- 5 Economic Development Board  
(1 - 3 pm)
- 6 Growth Management Policy Board  
(10 am - 12 pm)
- 13 Transportation Policy Board  
(9:30 - 11:30 am)
- 17 PSRC Office Closed -  
Presidents' Day
- 20 Regional Staff Committee  
(9:30 am - 12 pm)
- 28 Regional Project Evaluation Comm.  
(9:30 - 11 am)
- 27 Operations Committee  
(9:00 - 9:50 am)
- 27 Executive Board  
(10 - 11:30 am)

**March 2020**

- 5 Growth Management Policy Board  
(10 am - 12 pm)
- 12 Transportation Policy Board  
(9:30 - 11:30 am)
- 19 Regional Staff Committee  
(9:30 am - 12 pm)
- 27 Regional Project Evaluation Comm.  
(9:30 - 11 am)
- 26 Operations Committee  
(9:00 - 9:50 am)
- 26 Executive Board  
(10 - 11:30 am)

**April 2020**

- 2 Growth Management Policy Board  
(10 am - 12 pm)
- 9 Transportation Policy Board  
(9:30 - 11:30 am)
- 16 Regional Staff Committee  
(9:30 am - 12 pm)
- 23 Operations Committee  
(9:00 - 9:50 am)
- 23 Executive Board  
(10 - 11:30 am)
- 24 Regional Project Evaluation Comm.  
(9:30 - 11 am)

**May 2020**

- 6 Economic Development Board  
(1 - 3 pm)
- 7 Growth Management Policy Board  
(10 am - 12 pm)
- 14 Transportation Policy Board  
(9:30 - 11:30 am)
- 21 Regional Staff Committee  
(9:30 am - 12 pm)
- 22 Regional Project Evaluation Comm.  
(9:30 - 11 am)
- 25 PSRC Office Closed -  
Memorial Day
- 28 PSRC Annual General Assembly\*  
(11:00 am - 1:00 pm)  
Embassy Suites Seattle Pioneer  
Square

**June 2020**

- 4 Growth Management Policy Board  
(10 am - 12 pm)
- 11 Transportation Policy Board  
(9:30 - 11:30 am)
- 18 Regional Staff Committee  
(9:30 am - 12 pm)
- 25 Operations Committee  
(9:00 - 9:50 am)
- 25 Executive Board  
(10 - 11:30 am)
- 26 Regional Project Evaluation Comm.  
(9:30 - 11 am)

**July 2020**

- 1 Economic Development Board  
(1 - 3 pm)
- 2 Growth Management Policy Board  
(10 am - 12 pm)
- 3 PSRC Office Closed -  
Independence Day (observed)
- 9 Transportation Policy Board  
(9:30 - 11:30 am)
- 16 Regional Staff Committee  
(9:30 am - 12 pm)
- 23 Operations Committee  
(9:00 - 9:50 am)
- 23 Executive Board  
(10 - 11:30 am)
- 24 Regional Project Evaluation Comm.  
(9:30 - 11 am)

**August 2020**

- 28 Regional Project Evaluation Comm.  
(9:30 - 11 am)

**September 2020**

- 3 Growth Management Policy Board  
(10 am - 12 pm)
- 7 PSRC Office Closed -  
Labor Day
- 10 Transportation Policy Board  
(9:30 - 11:30 am)

**September 2020 continued**

- 17 Regional Staff Committee  
(9:30 am - 12 pm)
- 24 Operations Committee  
(9:00 - 9:50 am)
- 24 Executive Board  
(10 - 11:30 am)
- 25 Regional Project Evaluation Comm.  
(9:30 - 11 am)

**October 2020**

- 1 Growth Management Policy Board  
(10 am - 12 pm)
- 7 Economic Development Board  
(1 - 3 pm)
- 8 Transportation Policy Board  
(9:30 - 11:30 am)
- 15 Regional Staff Committee  
(9:30 am - 12 pm)
- 22 Operations Committee  
(9:00 - 9:50 am)
- 22 Executive Board  
(10 - 11:30 am)
- 23 Regional Project Evaluation Comm.  
(9:30 - 11 am)

**November 2020**

- 5 Growth Management Policy Board  
(10 am - 12 pm)
- 11 PSRC Office Closed -  
Veterans Day
- 12 Transportation Policy Board  
(9:30 - 11:30 am)
- 19 Regional Staff Committee  
(9:30 am - 12 pm)
- 26 PSRC Office Closed -  
Thanksgiving Day
- 27 PSRC Office Closed -  
Day after Thanksgiving

**December 2020**

- 2 Economic Development Board  
(1 - 3 pm)
- 3 Operations Committee  
(9:00 - 9:50 am)
- 3 Executive Board  
(10 - 11:30 am)
- 4 Regional Project Evaluation Comm.  
(9:30 - 11 am)
- 10 Transportation Policy Board  
(9:30 - 11:30 am)
- 17 Regional Staff Committee  
(9:30 am - 12 pm)
- 25 PSRC Office Closed -  
Christmas Day

All meetings will be held at PSRC, 1011 Western Avenue, 5<sup>th</sup> Floor, Seattle, WA, except for the General Assembly\* meeting. All meeting dates and times are subject to change. Questions/comments may be directed to Sheila Rogers at [srogers@psrc.org](mailto:srogers@psrc.org) or 206-464-5815.

**BYLAWS  
OF THE  
PUGET SOUND REGIONAL COUNCIL**

**ARTICLE I  
Purpose**

The purpose of the Puget Sound Regional Council, shall be to exercise the authority delegated to it pursuant to the Interlocal Agreement and under federal and state laws as the Metropolitan Planning Organization and Regional Transportation Planning Organization for the central Puget Sound region, and to qualify eligible agencies for programming of federal, state and local transportation projects identified in the Transportation Improvement Program.

**ARTICLE II  
Organization**

The agency shall be organized into a General Assembly, consisting of all voting member agencies, including King, Kitsap, Pierce, and Snohomish counties, the cities and towns within those counties that are signatories to the Interlocal Agreement, and the statutory members of the organization; an Executive Board of representatives of the voting members; and policy boards and committees as established by the Executive Board.

**Section 1.** Representation in the General Assembly of the Puget Sound Regional Council shall consist of elected officials from the voting member agencies and representatives of the statutory members, as defined in the Interlocal Agreement.

**Section 2.** Except as hereinafter provided by these Bylaws, the Executive Board shall carry out all delegated powers and managerial and administrative responsibilities between the meetings of the General Assembly.

**ARTICLE III  
Officers**

**Section 1.** The officers of the Puget Sound Regional Council shall be a President and Vice President.

**Section 2.** Elections: The President and Vice President of the Puget Sound Regional Council shall be elected by the General Assembly from the Executive Board membership, and shall not be from the same county. Nomination of candidates for the offices of President and Vice President shall be presented annually to the General Assembly, at its first meeting of the calendar year, for the General Assembly's action.

**Section 3.** Term: The President and Vice President shall serve for one year and their terms of office shall begin at the close of the annual meeting at which they are elected. In the event of a vacancy in the office of the President, the Vice President shall succeed to said office for the unexpired portion of the term. In the event there is a vacancy in the office of the Vice President, the President shall appoint a new Vice President for the unexpired portion of the term.

In the event there is a vacancy in the office of the President and Vice President, the Executive Board shall elect from its membership a new President and Vice President to serve the unexpired portion of the terms.

**Section 4.** At least two months in advance of the annual meeting of the General Assembly, the President shall appoint a nominating committee composed of one representative from each county, one representative from the cities and towns in each county, and one representative from the statutory members. The committee shall nominate candidates for the offices of President and Vice President. Such nominations shall be presented to the Assembly at its annual meeting for the Assembly's action. Additional candidates may be nominated at the same meeting by any regular member.

#### **ARTICLE IV Duties of Officers**

**Section 1.** President. The President shall conduct the annual meeting of the General Assembly and the meetings of the Executive Board, and shall be responsible for the preparation of the agenda for said meetings. The President shall ensure that the functions of the Puget Sound Regional Council are carried out to the best of his or her ability. The President shall have the responsibility to direct the Executive Director and the staff, and shall make such reports as needed.

**Section 2.** Vice President. The Vice President shall preside and perform the duties of the President in the absence of the President. The Vice President shall serve also as Vice President of the Executive Board, and will chair the Operations Committee.

#### **ARTICLE V The General Assembly**

**Section 1.** Meeting Date: The General Assembly of the Puget Sound Regional Council shall meet at least annually, at a time and place designated by the Executive Board.

**Section 2.** Composition: The General Assembly shall be composed of all voting member agencies, including statutory members and member Tribal governments, as provided for in the Interlocal Agreement. Member counties, cities, towns, ports and Tribal governments shall be represented in the General Assembly by elected officials from their executive and legislative branches. Statutory members that do not have elected officials on their governing body shall designate their representatives.

**Section 3.** Notice: Written notice and the agenda of all General Assembly meetings shall be delivered, mailed, or transmitted electronically to all member agencies and statutory members at least ten days prior to the meeting; provided, however, that if the President or Executive Board determines that an emergency exists, either may make a written finding to that effect, in which event a meeting may be held on written notice delivered, mailed, or transmitted electronically to each member at least three work days before the meeting; and, provided further, that a member may waive notice of the meeting by written instrument filed with the Executive Board.

**Section 4.** Purpose: The purpose of the General Assembly will be to adopt or amend a regional transportation plan, regional growth management strategy or Bylaws, to adopt an annual work program and budget, to elect a President and Vice President, and to take action on such other matters as the Executive Board or the President may determine.

**Section 5.** Quorum: A quorum of the General Assembly shall be one-half of the member jurisdictions, provided that the agencies making up such a quorum shall represent at least 50 percent of the regional population.

**Section 6.** Voting: The General Assembly shall make decisions when a quorum is present, and on the basis of a weighted vote of the members, with the weight of each city and county jurisdiction's vote as follows: total votes of all city and county jurisdictions within each county will be proportional to each county's share of the regional population. County government will be entitled to fifty percent (50%) of their respective county's total vote. City and town votes will be based on their respective share of the total incorporated population of their county. The Tribal representatives' vote will be based on their respective share of the region's population. Representatives present shall cast the jurisdiction's total weighted votes, and may split their vote as they choose.

The vote of statutory members shall be as prescribed in the applicable statute or as determined by the Executive Board where the applicable statute is silent on the matter of voting. Except as specified in Article V, Section 7 hereof, action on all matters coming before the Assembly shall require a simple majority of the votes cast on the issue and the manner of voting shall be determined by the presiding officer; except that a roll call vote shall be taken upon the request of any two regular members.

**Section 7.** Voting: The following matters calling for General Assembly action shall be the subject of a roll call vote and shall require the affirmative vote of two-thirds (2/3) of those present and voting on the matter, and the prevailing vote shall be in conformance with the provisions of Article V, Section 6:

- a) Approval of the annual work program and budget;
- b) Adoption or amendment of a regional growth management strategy;
- c) Adoption or amendment of a regional transportation plan; and
- d) Amendment of these Bylaws.

**Section 8.** Participation by Telephone: A member or alternate may participate in a meeting by telephone conference or other electronic communications media so long as all members may simultaneously hear each other and participate during the meeting. Participation by such means shall constitute presence in person at a meeting for purposes of establishing a quorum, voting, and for all other purposes.

## **ARTICLE VI**

### **The Executive Board**

**Section 1.** Meeting Dates: The Executive Board shall designate a date and time for its meetings. Additional meetings may be held upon request of the President, or upon the request of two Board members, providing those members are from different counties.

**Section 2.** Composition: The Executive Board shall be composed of elected officials representing member agencies and representatives of statutory members as determined in the Interlocal Agreement.

**Section 3.** Appointment: Representatives to the Executive Board shall be appointed as follows:

- a) For each county, and for the cities of Everett, Seattle and Tacoma, which are permanently assigned positions on the Executive Board pursuant to the Interlocal Agreement, and for statutory members, the method of appointment is at the discretion of the appointing jurisdiction or agency.

- b) For the remaining member cities and towns in each county, the method of appointment is at the discretion of the members immediately concerned. Should the members immediately concerned not agree on a method of appointment, any one member concerned may request initiation of a dispute resolution process. Once the dispute resolution process has been initiated, the members concerned shall for thirty (30) days seek a mutually acceptable accommodation of their differences among themselves, or when requested by any member concerned, with the assistance of an independent intervener or third party appointed by the Executive Board. After thirty (30) days has passed, the dispute resolution process will be deemed resolved when a weighted vote of the applicable members show that members representing two-thirds (2/3) of the represented population agree to a particular method of appointment. The method chosen must not place additional requirements, beyond those enumerated in the Bylaws or Interlocal Agreement, on members prior to consideration for or service on the Executive Board.
- c) Except in the case of statutory members who have no elected officials on their governing body, each Executive Board member shall be an elected official. Each Executive Board member must have one designated alternate who shall have all the powers and privileges of the representative. The alternate for each elected official must also be an elected official. Appointment of Executive Board members and alternates from statutory members which have no elected officials shall be at the discretion of the head of the agency.
- d) The name, address and phone number of all Executive Board members and their designated alternates shall be filed in writing with the Executive Board.

**Section 4.** Notice: Agenda with supporting materials shall be mailed or sent electronically at least seven (7) days in advance of all regularly scheduled meetings; however, if the President or Executive Board determines that an emergency exists, either may make a finding to that effect, in which event a special meeting may be held, provided that notice in writing, via telephone, electronic communication or FAX, is delivered to each Board member at least three (3) work days in advance. The agenda for a special meeting shall be limited to those items specified in the notice.

**Section 5.** Purpose: The purpose of the Executive Board shall be to direct the affairs of the Puget Sound Regional Council between the annual meetings of the General Assembly. The Executive Board shall exercise on behalf of the Puget Sound Regional Council all delegated powers and managerial and administrative authority. The Executive Board shall appoint and remove the Executive Director.

**Section 6.** Quorum: A simple majority of members of the Executive Board shall constitute a quorum.

**Section 7.** Voting: The Executive Board shall make decisions when a quorum is present and on the basis of a weighted vote of the members, with the weight of each city and county jurisdiction's vote as follows: total votes of all city and county jurisdictions within each county will be proportional to each county's share of the regional population. County government will be entitled to fifty percent (50%) of their respective county's total vote. City and town votes will be based on their respective share of the total incorporated population of their county. Statutory membership and voting rights shall be determined by the applicable statute or by the Executive Board where the statute is silent on the matter of voting. Membership and votes for county and city jurisdictions represented on the Board will be proportional to the total population within the regional agency's jurisdiction.

**Section 8.** All actions of the Executive Board shall be by majority vote unless otherwise provided by law or in these Bylaws, and shall be taken at the regular or special meetings of the Executive Board as provided for by these Bylaws.

**Section 9.** Voting: A two-thirds (2/3) majority vote may be called for if the board members representing a county, the largest city within that county, and the other cities and towns within that county, unanimously call for a two-thirds vote. When a simple majority is required on a vote, it shall be one-half (1/2) plus one of those present and voting. When a two-thirds (2/3) majority is required, it shall be a two-thirds (2/3) majority of those present and voting.

**Section 10.** Pursuant to the Interlocal Agreement, and to applicable state and federal laws, a Transportation Policy Board and a Growth Management Policy Board shall be established to advise the Executive Board on regional transportation and growth management issues, and on any other matters as directed by the Executive Board. Membership on the boards shall be consistent with the Interlocal Agreement, federal and state requirements, and direction provided by the Executive Board. The Chairpersons and voting structure of the Policy Boards shall be recommended by the President to the Executive Board for approval.

**Section 11.** Committees: The President may appoint or the Executive Board may require the President to appoint ad hoc or standing Executive Board committees to advise or assist the Board in its function. Ad hoc Executive Board Committees shall have a specific charge, within a given time frame, with a required and stated product, and shall cease to exist after their function is performed. The Chairperson and other members of all Executive Board committees shall be recommended by the President to the Executive Board for approval and membership of such committees may include elected officials, local government staffs, citizens, professionals in the field, or other experts.

**Section 12.** Associate Members. Any jurisdiction of general purpose government not a party to the Interlocal Agreement, and any jurisdiction of special purpose government within the four-county region, may be admitted to associate membership at the direction of the Executive Board. Associate members may serve on the policy boards and committees or subcommittees of the Executive Board at the Executive Board's discretion.

**Section 13.** Participation by Telephone: A member or alternate may participate in a meeting by telephone conference or other electronic communications media so long as all members may simultaneously hear each other and participate during the meeting. Participation by such means shall constitute presence in person at a meeting for purposes of establishing a quorum, voting, and for all other purposes.

## **ARTICLE VII**

### **Executive Director**

The Executive Director shall be appointed or removed by the Executive Board. The Executive Director shall have the following duties and responsibilities:

**Section 1.** The Executive Director shall be responsible for overall supervision and management of the business of the Puget Sound Regional Council including, without limitation of the foregoing: keeping a written record of all actions of the Assembly or the Executive Board; receiving monies payable to the Puget Sound Regional Council and disbursement thereof as authorized by the Assembly or the Executive Board; maintaining accurate and complete accounts of all receipts and disbursements; supervising all studies and programs authorized by the Puget Sound Regional Council; supervising all

staff, including the hiring and firing of staff; and performing such other duties as may be assigned to the Executive Director from time to time by the General Assembly, the Executive Board, or the President.

**Section 2.** The Executive Director shall have authority to execute contracts in the name of the Puget Sound Regional Council which are in conformance with the approved work program and budget and which are in the amount of ten thousand dollars (\$10,000) or less without the prior approval of the Executive Board. Upon execution of such contracts, the Executive Director shall notify the President and such committees as the Executive Board may prescribe from time to time. A contract in which the Puget Sound Regional Council is party and which is in the amount of greater than ten thousand dollars (\$10,000) shall require the prior approval of the Executive Board before execution by the Executive Director.

**Section 3.** The Executive Director shall prepare, under direction of the Executive Board or committee thereof, an annual work program and budget.

## **ARTICLE VIII**

### **Work Program and Budget**

**Section 1.** The work program and budget shall be presented to the Executive Board for review, revision, and adoption before being presented to the General Assembly.

**Section 2.** The General Assembly shall adopt the final work program and budget.

**Section 3.** The Executive Board shall control all expenditures in accordance with the adopted work program and budget and shall have the power to amend the work program and budget to meet unanticipated needs or changed conditions.

## **ARTICLE IX**

### **Public Participation**

The Agency shall seek involvement in its planning process of the general public, community and neighborhood organizations in urban and rural areas, large and small private sector interests, and local, regional and state government.

**Section 1.** The Agency shall establish a citizen participation plan providing for early and continuous public participation in the development and amendment of the regional transportation plan and regional growth management strategy.

**Section 2.** The plan shall cover a broad range of public information and participation opportunities, including dissemination of proposals and alternatives, process for written comments, public meetings after effective notice, settings for open discussion, communication programs, information services, and consideration of and response to public comments.

## **ARTICLE X**

### **Open Meetings**

To ensure appropriate notice, public involvement, and effective regional decision-making, all meetings of the Regional Council will be conducted consistent with the Council's adopted Public Participation Plan, as provided for in Article IX of these Bylaws. In addition, the Council will ensure that, at a minimum, the specific meetings noted below, in Section 1 of Article X, are conducted in

accordance with the state Open Public Meetings Act.

**Section 1.** All meetings of the General Assembly, Executive Board, Operations Committee, Transportation Policy Board, and Growth Management Policy Board shall conform to the Open Public Meetings Act, RCW 42.30. The Executive Board shall adopt procedures to ensure appropriate notice of all meetings of the Regional Council.

## **ARTICLE XI Parliamentary Authority**

The rules contained in the current edition of **Robert's Rules of Order Newly Revised** shall govern the Assembly and the Executive Board in all cases to which they are applicable and in which they are not inconsistent with these Bylaws or any special rules of order the Assembly or the Executive Board may adopt.

## **ARTICLE XII Amendments to Bylaws**

These Bylaws may be amended at any regular or special meeting of the General Assembly by a two-thirds (2/3) majority vote, in conformance with the provisions of Article V, Section 6 hereof, of those present and voting; provided, however, that a copy of the proposed amendment has been mailed to each regular member at least fifteen (15) days prior to the meeting at which the vote to amend is taken.

**ADOPTED** by the General Assembly of the Puget Sound Regional Council on the 30th day of September, 1991.

**AMENDED** by the General Assembly of the Puget Sound Regional Council on the 11th day of March, 1993.

**AMENDED** by the General Assembly of the Puget Sound Regional Council on the 25th day of May, 1995.

**AMENDED** by the General Assembly of the Puget Sound Regional Council on the 19th day of March, 1998

**AMENDED** by the General Assembly of the Puget Sound Regional Council on the 16th day of March, 2000

**AMENDED** by the General Assembly of the Puget Sound Regional Council on the 30<sup>th</sup> day of April, 2009

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Deputy Mayor Sue Singer, President

ATTEST:

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Bob Drewel, Executive Director





TO: City Council

FROM: Tiffany Speir, Long Range & Strategic Planning Manager

THROUGH: John Caulfield, City Manager 

DATE: February 18, 2020

SUBJECT: Census 2020

ATTACHMENTS: 2020 Census Community Benefits Toolkit

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#### **BACKGROUND**

The Census count is mandated by the Constitution and conducted by the U.S. Census Bureau. The 2020 Census will count the population in all 50 states, the District of Columbia, and five U.S. territories (Puerto Rico, American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, and the U.S. Virgin Islands). Each home will receive an invitation to respond to a short questionnaire - online, by phone, or by mail.

The census provides critical data that lawmakers, business owners, teachers, and many others use to provide daily services, products, and support to citizens. Every year, billions of dollars in federal funding go to hospitals, fire departments, schools, roads, and other resources based on census data. The results of the census also determine the number of seats each state will have in the U.S. House of Representatives, and they are used to draw congressional and state legislative districts.

A brief video highlighting the need for accurate Census data and encouraging participation is available here: <https://youtu.be/HMaaH6Suf98>

In mid-March, households will begin receiving official Census Bureau mail with detailed information on how to respond to the 2020 Census. Citizens will have three options for responding: online, by phone and by mail. April 1 is Census Day; when completing the census, citizens will include everyone living in their home on April 1, 2020.

## **2020 Census key dates:**

### 2020

- March 12 - 20: Households will begin receiving official Census Bureau mail with detailed information on how to respond to the 2020 Census online, by phone, or by mail.
- March 30 - April 1: The Census Bureau will count people who are experiencing homelessness over these three days. As part of this process, the Census Bureau counts people in shelters, at soup kitchens and mobile food vans, on the streets, and at non-sheltered, outdoor locations such as tent encampments.
- April 1: Census Day is observed nationwide. By this date, every home will receive an invitation to participate in the 2020 Census.
- April: Census takers will begin visiting college students who live on campus, people living in senior centers, and others who live among large groups of people. Census takers also begin conducting quality check interviews to help ensure an accurate count.
- May - July: Census takers will begin visiting homes that haven't responded to the 2020 Census to help make sure everyone is counted.
- December: The Census Bureau will deliver apportionment counts to the President and Congress as required by law.

### 2021

- March 31: By this date, the Census Bureau will send redistricting counts to states. This information is used to redraw legislative districts based on population changes.

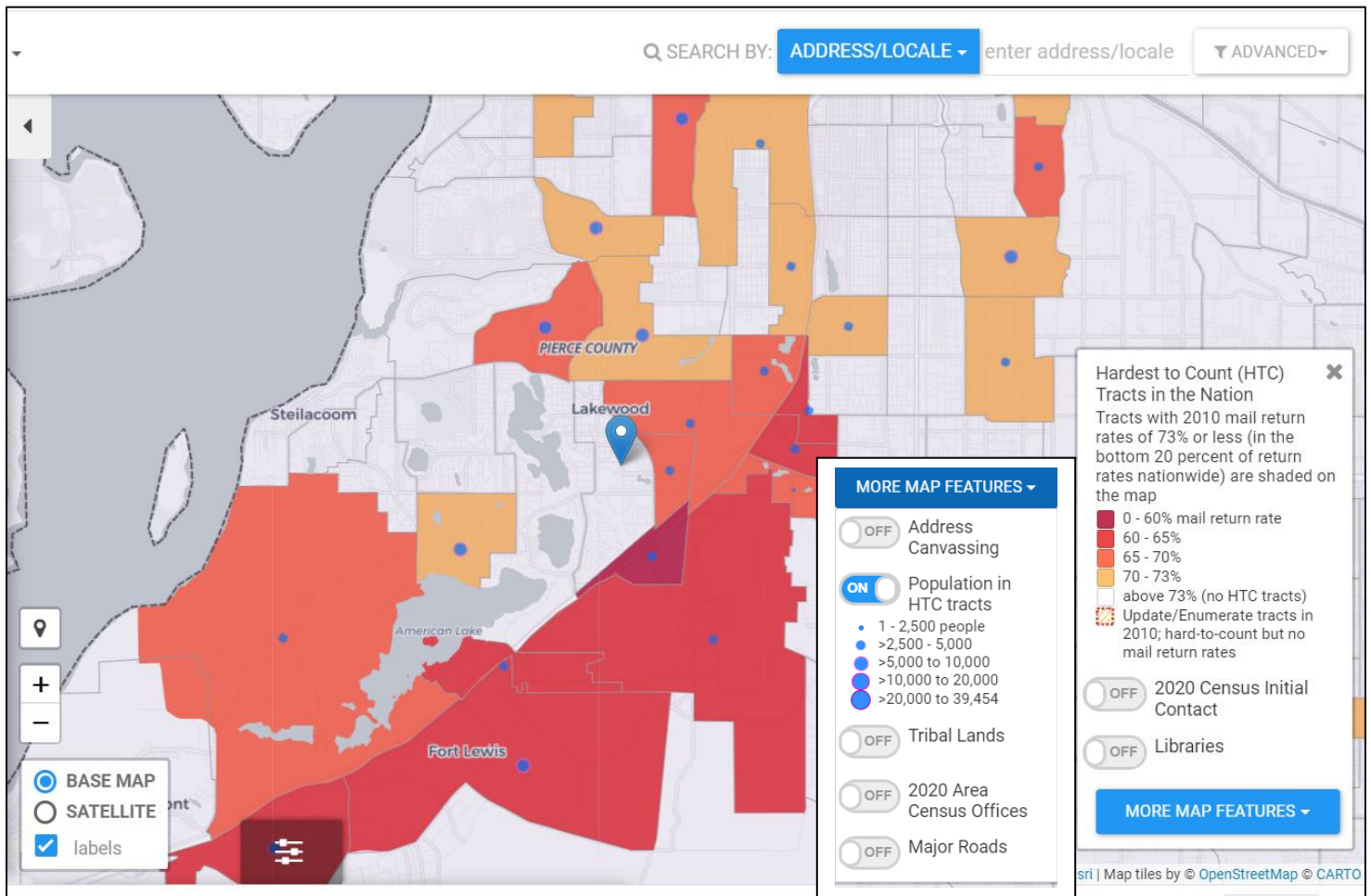
## **DISCUSSION**

The City of Lakewood has been engaged in preparation for Census 2020 since last fall:

- Staff members are participating in the Pierce County Auditor-led Local Government Caucus planning group;
- Lakewood has been posting information about the Census on the City's website, via social media outlets, and publishing information in the Winter 2019 *Lakewood Connections Magazine*;
- In December 2019, the City applied for and was awarded a \$40,000 grant for outreach and education about the Census that it will use for equipment, interns, staff and materials costs related to Census 2020 outreach and events, and administering a local Census Committee.

In 2020, for the first time, the Census Bureau will be urging most households to submit their census responses online via the internet. However, as recently as 2018, 10.8% of Washington's households had either no internet subscription or dial-up only, according to the latest American Community Survey estimates. In addition, based on the latest census estimates, approximately 11% of Washington's current population (or 804,656 people) lives in "Hard-to-Count" neighborhoods, shaded in light orange to dark red on the map below. These are census tracts where almost a quarter or more households did not mail in their census questionnaire in 2010.

Lakewood contains several “Hardest to Count” areas with response rates within the 0% - 70% rankings in the west and south of the City (please see map below.) Without greater self-response, these neighborhoods’ residents could be missed in the 2020 census, putting a fair and accurate count in jeopardy for Lakewood and for Washington.



While no one but Census takers can directly approach citizens and request that they answer the Census, the City can support the effort with education and outreach. Lakewood staff members Tiffany Speir (CEDD), Brian Humphreys (Human Services) and Brynn Grimley (Communications) are coordinating efforts to reach out to residents and encourage their participation in the Census. Between February and June 2020, Lakewood will conduct the following activities monthly:

- Convene a Census Committee meeting that will have representatives from key interest groups in Lakewood;
- Conduct a census training at internal or external events (e.g., the Lakewood Community Collaboration meetings);
- Set up a Census 2020 table at a public event (e.g., Lakewood Night Markets, Black History Month events, etc.); and
- Create and boost/promote a social media ad.

# 2020 Census Community Benefits Toolkit



Connect with us @uscensusbureau

For more information, visit:

**2020CENSUS.GOV**

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**Census**  
**2020**

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# United States<sup>TM</sup> Census 2020

## **How to Use the 2020 Census Community Benefits Toolkit**

This 2020 Census Community Benefits Toolkit is designed to help you inform your local community about the importance of responding to the 2020 Census. It contains specific resources to help communicate how people can shape their future by responding to the census, and explains how funding for vital community services, political representation, and information on jobs and businesses starts with census statistics.

These materials can be shared electronically or downloaded to print.

# 2020 Census FAQ

## What is the census?

The census is a count of every person who lives in the United States and its territories. It happens every 10 years. In early 2020, you will be asked to count everyone who lives in your home as of April 1. Responding to the 2020 Census is a chance to shape your future.

## What's in it for me?



Your responses inform where over \$675 billion is distributed each year to communities nationwide for clinics, schools, roads, and more.



Census data gives community leaders vital information to make decisions about building community centers, opening businesses, and planning for the future.



Responding also fulfills your civic duty because it's mandated by the U.S. Constitution. The United States has counted its population every 10 years since 1790.



Your responses are used to redraw legislative districts and determine the number of seats your state has in the U.S. House of Representatives.

## Is my information safe?

Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics. They cannot be used against you by any government agency or court in any way—not by the FBI, not by the CIA, not by the DHS, and not by ICE.

## When can I respond to the census?

In early 2020, every household in America will receive a notice to complete the census online, by phone, or by mail. In May, the U.S. Census Bureau will begin following up in person with households that have yet to respond.

## What will I be asked?

You will be asked a few simple questions, like age, sex, and the number of people who live in your home, including children.

## What won't be asked?

The census will never ask for Social Security numbers, bank or credit card numbers, money or donations, or anything related to political parties.

For more information, visit:

**2020CENSUS.GOV**

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**Census  
2020**

## Census Bureau Data Tools and Resources

The following tools and resources from the U.S. Census Bureau provide information and background about how responding to the 2020 Census shapes people's futures through federal funding for community services, government representation, and business and job opportunities. The list also includes several Census Bureau mapping tools to help you explore population data specific to your area, with information on how to use each.

### **Federal Funding for Community Services**

Funding for public programs around the country are shaped by census responses and statistics. Use these tools to determine how funding affects public programs in your community:

- [Uses of Census Data in Federal Funds Distribution](#): This working paper includes an estimate of the federal funds distributed each year in whole or in part using Census Bureau population statistics. It outlines how 132 programs used Census Bureau statistics to distribute more than \$675 billion in funds during fiscal year 2015.
- [HIFLD Public Schools](#): This interactive map shows the location of every elementary and secondary public school in the United States and Puerto Rico.

Federal emergency response programs, such as the Federal Emergency Management Agency (FEMA), incorporate census population statistics into operations to ensure efficient evacuation and rescue methods during disasters. These specific interactive mapping tools will help you understand how such services work:

- [OnTheMap for Emergency Services](#): A public data tool for accessing U.S. population and workforce statistics for areas being affected by natural disasters.
- [Hospitals in U.S. States and Territories](#): This interactive map displays hospital locations in all 50 states and Puerto Rico. It includes the information and locations of most hospitals. Please note: The dataset only includes hospital facilities based on data acquired from various state departments or federal sources, so hospital facilities which do not occur in these sources will not be present in the database.

Language diversity is expanding across the country with more homes and neighborhoods speaking multiple languages than ever before. The Language Use Mapper helps you understand which languages are currently being spoken in your community:

- [Language Use Mapper](#): A web-based interactive map application built to display language data from the American Community Survey.

Infrastructure quality plays an important role in everyday safety. Census statistics have the potential to impact where money to build and improve infrastructure is allocated across the U.S. Explore the condition and performance of infrastructure in your state and whether the infrastructure around you needs updating:

- [2017 Infrastructure Report Card](#): This interactive map produced by the American Society of Civil Engineers assigns each state a letter grade based on the physical condition of its roads, bridges, public transit, and other infrastructure. It also highlights



areas for improvement such as school funding, funding for public parks, and hazardous waste management systems. The federal government uses census data to allocate billions of dollars in infrastructure funding.

### **Government Representation with the Census Bureau**

The 2020 Census determines congressional district maps based on each state's population count. This process is more commonly referred to as "apportionment". The Census Bureau provides several data tools concerning the representation of each congressional district in the country. Use the following tools to better your understanding of your congressional district:

- [My Congressional District](#): Access selected statistics about your Congressional District collected through the American Community Survey (ACS) and County Business Patterns (CBP).
- [2018 Reapportionment Analysis](#): This report from Election Data Services can show you if your state is on the cusp of gaining or losing a congressional seat, and the number of people that would affect the outcome.
- [My Tribal Area](#): My Tribal Area gives you quick and easy access to selected statistics about Native Americans from the American Community Survey (ACS). The ACS provides detailed demographic, social, economic, and housing statistics every year for the nation's communities.

### **Mapping Tools**

Use these interactive maps to locate hard-to-survey areas and more demographic details:

- [Response Outreach Area Mapper \(ROAM\)](#): The Response Outreach Area Mapper (ROAM) application was developed to make it easier to identify hard-to-survey areas and to provide a socioeconomic and demographic characteristic profile of these areas using American Community Survey (ACS) estimates available in [the Planning Database](#). The Planning Database (PBD) assembles a range of housing, demographic, socioeconomic, and census operational data that can be used for survey and census planning. Data are provided at both the census block group and the tract levels of geography.
- [Census Engagement Navigator](#): This interactive data visualization allows users to quickly understand what areas of the country had high or low response rates in the 2010 Census, and the current demographic makeup of these neighborhoods. This information allows non-profits, local and federal governments, and policy makers to identify areas that may need more encouragement to respond to the 2020 Census. The navigator combines the 2010 Census mail return rate and latest American Community Survey statistics down to the census tract level.

This map provides your community's mail back return rates from the 2010 and 2000 Census. Can you encourage your community to exceed its response rate from 2010?

- [Census Explorer Participation Rates](#): These are the 2010 Census Participation Rates, defined as the percentage of questionnaires mailed back by households that received them, available at state, county, place, township, and census tract geographic levels. The rates exclude households whose forms were returned by the U.S. Postal Service as 'undeliverable.' For households that did not receive or mail back a questionnaire in 2010, the Census Bureau followed up in person to obtain their data and make sure everyone was counted.

### **Outreach Materials**

The Census Bureau partners across sectors and industries with organizations to promote response to the 2020 Census. Learn about partnership resources to help America work better through data.

- [Community Outreach Toolkit](#): The Community Outreach Toolkit is a quick start guide to tailoring census outreach efforts to partnership audiences. The toolkit includes a refresher on basic census operational information, quick tips and best practices on how to reach specific audiences, and other Census Bureau resources that can be shared with the public.

The Complete Count Committees (CCCs) program is key to creating awareness in communities across the country. Tribal, state, and local governments work together with partners to form CCCs to promote and encourage response to the 2020 Census in their communities. Community based organizations also establish CCCs that reach out to their constituents. Use these tools to determine which CCC you should start or join in your community:

- [Complete Count Committee Guide](#): The Complete Count Committee Guide is designed to provide detailed explanations to basic questions concerning the 2020 Census, while also providing specific guidance on Complete Count Committees (CCCs). Local officials will find this tool helpful while engaging their community to get involved with 2020 Census operations. CCCs play a crucial role in motivating individuals to complete the 2020 Census questionnaire.
- [Complete Count Committee Map](#): The Census Bureau created a map that identifies all existing Complete Count Committees (CCCs). The map displays the geographic location of CCCs across the United States. The table lists each CCC alphabetically by name followed by the location by city and state, the name of the point of contact, a phone number and e-mail address. The map will be continuously updated by the Census Bureau as more CCCs are created.

### **Population Data:**

- [Population Clock](#): The U.S. population clock is based on a series of short-term projections for the resident population of the United States. This includes people whose usual residence is

in the 50 states and the District of Columbia. The population clock also projected the world population.

- [QuickFacts](#): QuickFacts is an easy to use application that provides tables, maps, and charts of frequently requested statistics from many Census Bureau censuses, surveys, and programs. Profiles are available for the nation, all 50 states plus the District of Columbia and Puerto Rico, and all counties. QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.
- [Explore Census Data](#): The United States Census Bureau central resource for all data collection is [data.census.gov](https://data.census.gov). This site is the leading source for quality data about the nation's people and economy.

**Helpful Infographics that Explain 2020 Census Operations:**

- [How the 2020 Census will invite everyone to respond.](#)
- [2020 Census Type of Enumeration Area \(TEA\).](#)

## Community Benefits Stories

The U.S. Census Bureau's America Counts website features stories on various topics such as families, housing, employment, business, education, the economy, emergency preparedness, and population using census data and subject experts. We encourage you to share America Counts stories with your community on your social channels, websites, and newsletters to introduce real examples of how responding to the 2020 Census can shape your future. [Learn more.](#)

### Federal Funding for Community Services:

- [Knowing Census Data Benefit Communities May Increase 2020 Response](#)
- [Jumping Into Action When Disaster Strikes](#)
- [Nutrition Assistance Program Lifts 3.4 Million Out of Poverty](#)
- [How Much Is Your State Spending On You?](#)
- [How Census Bureau Data Can Help Older Americans Afford Housing](#)
- [2020 Census Count Guides Funding of New Roads and Bridges](#)
- [By 2030, All Baby Boomers Will Be Age 65 or Older](#)
- [Census Statistics Used to Plan Healthy Food Programs for Low-Income Households](#)

### Political Representation:

- [Behind the 2018 U.S. Midterm Election Turnout](#)
- [Voter Turnout for Non-Hispanic Black Population Declines](#)
- [Explore My Congressional District Data Tool](#)
- [Financial Health of Local and State Governments](#)

### Job Opportunities:

- [What is a Business?](#)
- [2020 Census Hiring of Thousands of Workers Ramps Up](#)
- [Why New Data on Durable Goods Matter](#)
- [Franchising in America: Not Just Fast-Food Restaurants](#)
- [Can Census Bureau Data Drive Business Growth and Job Creation?](#)

## **‘What is the Census?’ and Elected Official PSA Scripts**

Public service announcements (PSAs) are an excellent tool to raise awareness in your community about the importance of the 2020 Census. The PSA scripts below are designed to provide an overview of ‘What is the Census?’ and highlight issues relevant to elected officials about the importance of the census. Use these scripts to make your own PSAs to help ensure your community is counted accurately in 2020. You can also find a variety of already published video and radio [PSAs](#) in multiple languages and for various audiences to share with your community at [2020census.gov](#).

### **‘What is the Census?’**

60 Second PSA - Stronger Connection

**What is the Census? As mandated by the U.S. Constitution, the census is a once-every-decade count of everyone living in the country. When we know how many people live in your community, organizations, and businesses are better equipped to evaluate the services and programs needed, such as clinics, schools, and roads. It also determines how seats in Congress are distributed among the 50 states. In March of 2020, the U.S. Census Bureau will send every household an invitation to complete a simple questionnaire about who lives at your address on April 1st. You will have the opportunity to respond online, by phone, or by mail, and federal law keeps those responses safe and secure.**

**Shape your future. START HERE. Visit [2020census.gov](#)**

15 Second PSA – What?

**The 2020 Census is count of everyone living in the United States on April 1st. As mandated in our Constitution, it takes place only once every ten years. Please respond when you receive your census questionnaire – online, by phone, or mail.**

**Shape your future. START HERE. Visit [2020census.gov](#).**

15 Second PSA – Why?

**Why do we have a census? An accurate count of the population determines how many seats each state has in the U.S. House of Representatives and informs decisions on funding for critical public services in your community.**

**Shape your future. START HERE. Visit [2020census.gov](#).**

## Elected Officials

EVERYONE COUNTS – PUBLIC FUNDING (30 seconds)

Whether you are a **UW Husky** or a **WSU Cougar, Seattleite** or **Walla Wallan**. Whether you're a recent graduate or retiree, farmer or factory worker, artist, or aspiring astronaut – this message is for you. When you get your invitation from the U.S. Census Bureau to participate in the 2020 Census, I'm counting on you to participate. So is your state. The census happens just once every ten years and impacts funding decisions on critical needs like clinics, public transit, schools, and more.\* This is your chance to not only shape your future, but **Washington's** future. Shape your future. START HERE. Visit [2020census.gov](https://2020census.gov).

*\*Optional additional tangible benefits to note: senior services, emergency management, fire stations, job training, water treatment, public housing, veterans programs, community centers, literacy programs, parks.*

MAKE A DIFFERENCE (60 seconds)

I care about **(name of community)**. And every day I meet others who care about our community as much as I do. They often ask, "What can I do to make a difference?" This year, the answer is easy. You can make a difference by participating in the 2020 Census. That's because the census informs how billions of dollars are allocated every year to health clinics, schools, affordable housing, and hundreds of other critical services and programs that make a difference in our lives every day.\* It only takes a few minutes, but the impact will be felt for years. When you receive an invitation from the U.S. Census Bureau, complete the simple questionnaire online, by phone, or by mail. And the census only occurs once every ten years, so don't miss out on your chance to make a difference. Shape your future. START HERE. Visit [2020census.gov](https://2020census.gov)

*\*Optional additional tangible benefits to note: senior services, emergency management, fire stations, job training, water treatment, public housing, veterans programs, community centers, literacy programs, parks.*

## Programs Influenced by U.S. Census Bureau Data

# The 2020 Census can help shape the future of your community. Your responses inform how the following programs are funded every year.

The programs listed below are examples from the “Uses of Census Bureau Data in Federal Funds Distribution”\* report, which provides estimates of the federal funds distributed each year in whole or in part using 2010 U.S. Census Bureau data.



### Community Support

Section 8 Housing Assistance  
Payment Programs



### Family Services

Child Abuse and Neglect  
State Grants



### Education

Head Start



### Food Assistance

Supplemental Nutrition  
Assistance Program (SNAP)



### Employment

Unemployment Insurance



### Healthcare

Medical Assistance  
Program (Medicaid)



### Entrepreneurship

Small Business  
Development Centers



### Infrastructure

Highway Planning  
and Construction



### Environment

State Wildlife Grants



### Public Safety

Assistance to  
Firefighters Grant

Connect with us:

@uscensusbureau

For more information:

**2020CENSUS.GOV**

\*<https://www.census.gov/library/working-papers/2017/decennial/census-data-federal-funds.html>

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START HERE >**

United States®  
**Census  
2020**

# Census 2020

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## City Council

February 18, 2020

Tiffany Speir, Long Range & Strategic Planning Manager





# 2020 Census: You Count

<https://youtu.be/HMaaH6Suf98>

## 2020 Census key dates:

### 2020

- March 12 - 20: Households will begin receiving official Census Bureau mail with detailed information on how to respond to the 2020 Census online, by phone, or by mail.
- March 30 - April 1: The Census Bureau will count people experiencing homelessness over these three days. As part of this process, the Census Bureau counts people in shelters, at soup kitchens and mobile food vans, on the streets, and at non-sheltered, outdoor locations such as tent encampments.
- April 1: Census Day is observed nationwide. By this date, every home will receive an invitation to participate in the 2020 Census.
- April: Census takers will begin visiting college students who live on campus, people living in senior centers, and others who live among large groups of people. Census takers also begin conducting quality check interviews to help ensure an accurate count.
- May - July: Census takers will begin visiting homes that haven't responded to the 2020 Census to help make sure everyone is counted.
- December: The Census Bureau will deliver apportionment counts to the President and Congress as required by law.

### 2021

- March 31: By this date, the Census Bureau will send redistricting counts to states. This information is used to redraw legislative districts based on population changes.

# 2020 Census: You Count

10 questions

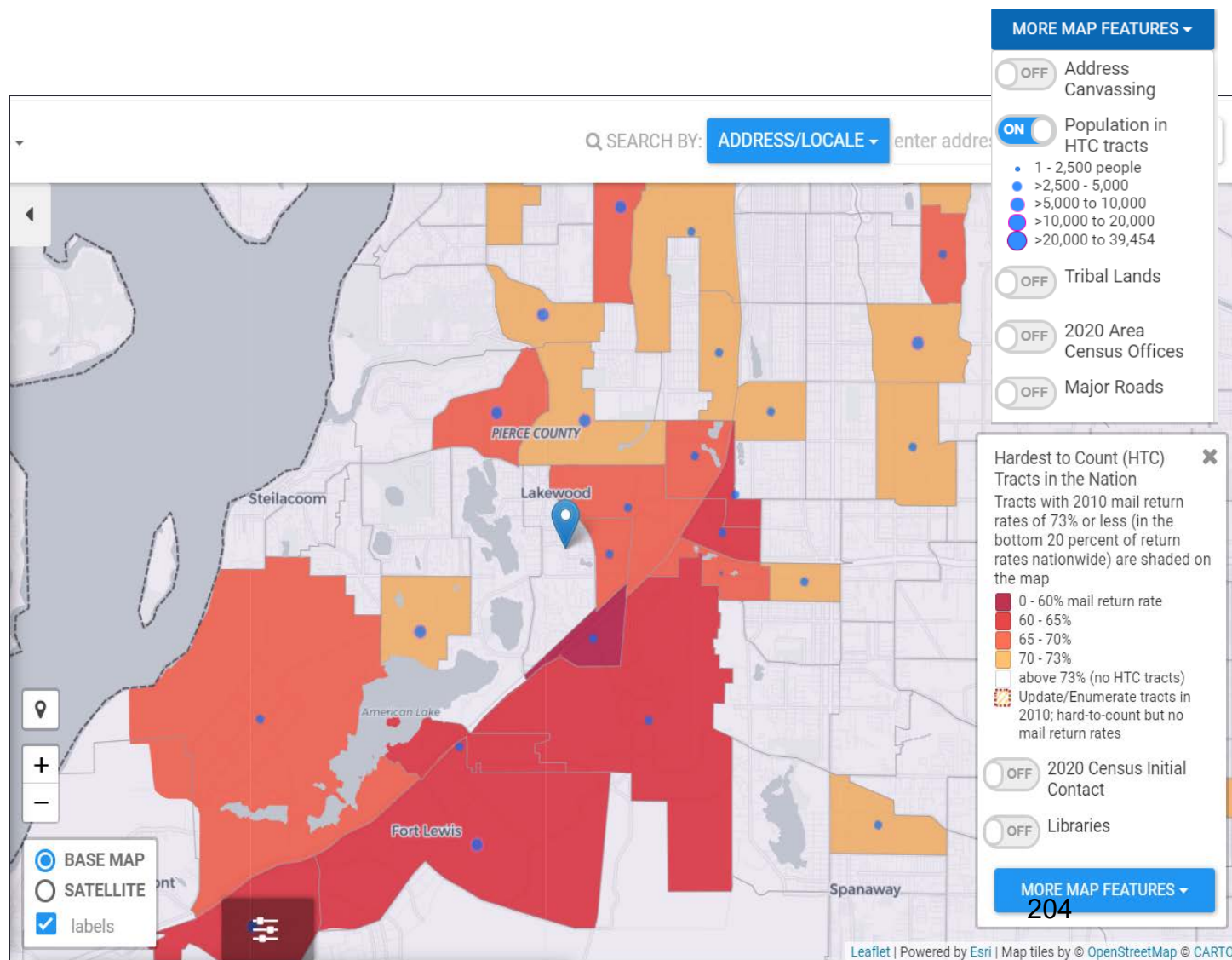
10 minutes

10 years of impact

1. Address (Rent/Own)
2. Phone Number
3. Count of Each Person At That Address
4. Name
5. Gender
6. Age and Date of Birth
7. Race
8. Hispanic, Latino or Spanish Origin
9. Whether Someone Lives Somewhere Else
10. Relationship

# 2020 Census: You Count

Lakewood contains several “Hardest to Count” areas with response rates within the 0% -70% rankings in the west and south of the City. Without greater self-response, these neighborhoods’ residents could be missed in the 2020 census, putting a fair and accurate count in jeopardy for Lakewood and for Washington.



# 2020 Census: You Count

The City of Lakewood has been engaged in preparation for Census 2020 since last fall:

- Staff members are participating in the Pierce County Auditor-led Local Government Caucus planning group;
- Lakewood has been posting information about the Census on the City's website, via social media outlets, and publishing information in the Winter 2019 *Lakewood Connections Magazine*;
- In December 2019, the City applied for and was awarded a \$40,000 grant for outreach and education about the Census that it will use for equipment, interns, staff and materials costs related to Census 2020 outreach and events, and administering a local Census Committee.

OPEN CITYSOURCE BOOKS

## 2020 CENSUS: BE COUNTED

Once every 10 years the U.S. Census is conducted. While it might seem minor, results of the count provide the basis for reapportioning Congressional seats, redistricting and distributing billions of dollars in federal funding to support our state, county and even Lakewood.

Each year, the federal government distributes hundreds of billions of dollars to states and communities based on Census Bureau data.

Locally census statistics are used to plan for a variety of resident needs including new roads, schools and emergency services. Businesses use census data to determine where to open places to shop.

In 2020, the U.S. Census Bureau will implement new technology to make it easier than ever to respond to the census. For the first time, people will be able to respond online, by phone, as well as by mail. The bureau will use data that the public has already provided to reduce follow-up visits. And, the bureau is building an accurate address list and automating its field operations – all while keeping the public's information confidential and safe.

For those who do not complete the census on or by Census Day (April 1, 2020), follow-up in-person house visits will occur.

Learn more about the 2020 Census visit the U.S. Census Bureau website at <https://2020census.gov/en.html>.

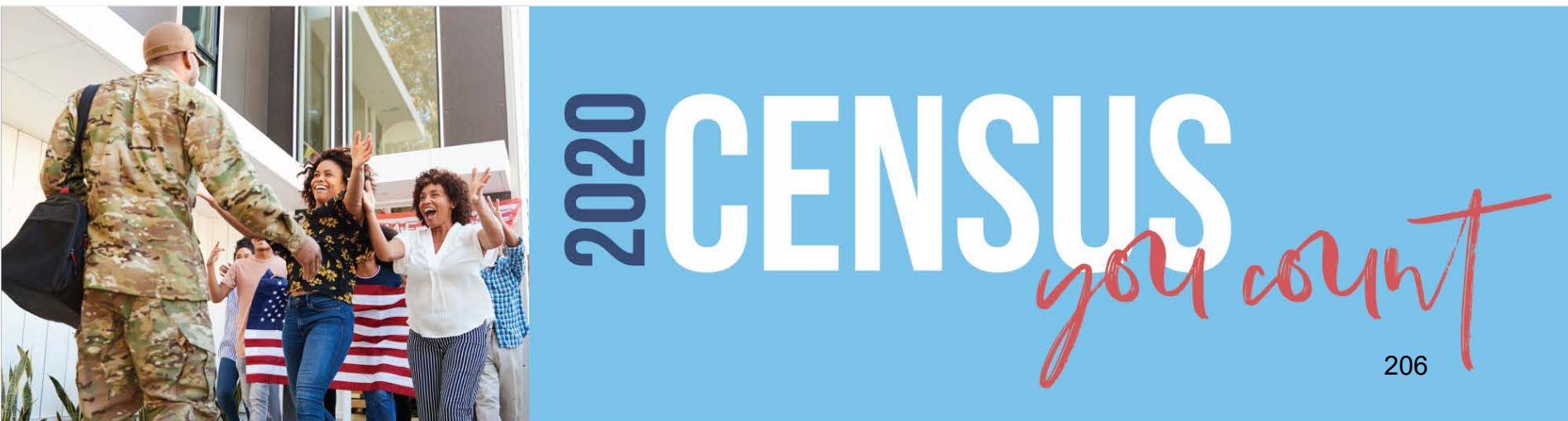
### CENSUS TIMELINE

- **January:** The Census Bureau begins counting the population in remote Alaska.
- **March 12-20:** An invitation to respond online to the 2020 Census will be sent.
- **March 16-24:** Reminder letter sent.
- **March 26-April 3:** A reminder postcard is mailed.
- **April 1:** Census Day is observed nationwide. You have three options for responding: online, by mail, or by phone.
- **April 8-16:** Reminder letter and paper questionnaire sent.
- **April 20-27:** Final reminder postcard sent before in-person follow up.
- **May:** The Census Bureau begins following up with households that have not responded.
- **December:** The Census Bureau delivers apportionment counts to the president.

# 2020 Census: You Count

Between February and June 2020, Lakewood will conduct the following activities monthly:

- Convene a Census Committee meeting that will have representatives from key interest groups in Lakewood;
- Conduct a census training at internal or external events (e.g., the Lakewood Community Collaboration meetings);
- Set up a Census 2020 table at a public event (e.g., Lakewood Night Markets, Black History Month events, etc.); and
- Create and boost/promote a social media ad.



<https://youtu.be/bgBgFdh5kB8>

End of Presentation

Thank you!