



## LAKEWOOD CITY COUNCIL AGENDA

Monday, July 6, 2020

7:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

**UPDATE:** The Open Public Meetings Act (OPMA) waiver by the state legislative leadership was extended on July 2 until July 7 for jurisdictions not in Phase 3 of the Safe Start Phased Reopening County-by-County Plan. Pierce County is currently in Phase 2. As a result, City Hall Council Chambers will not be open for the July 6th City Council meeting.

Residents can virtually attend City Council meetings by watching them live on the city's YouTube channel: <https://www.youtube.com/user/cityoflakewoodwa>

Those who do not have access to YouTube can participate via Zoom by either calling by telephone: Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373.

**To participate in Public Comment and/or Public Testimony:**

Public Comments and Public Testimony on Public Hearings will be accepted by mail, email or by live virtual comment. Send comments by mail or email to Briana Schumacher, City Clerk at 6000 Main Street SW Lakewood, WA 98499 or [bschumacher@cityoflakewood.us](mailto:bschumacher@cityoflakewood.us). Comments received up to one hour before the meeting will be provided to the City Council electronically.

**Virtual Comments:** If you would like to provide live Public Comments or Public Testimony during the meeting, you will need to join the Zoom meeting as an attendee by calling by telephone Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373 or visiting <https://us02web.zoom.us/j/86872632373>.

**By Phone:** For those participating by calling in by telephone (+1(253) 215- 8782 and enter participant ID: 868 7263 2373), the Mayor will call on you during the Public Comment and/or Public Hearings portions of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

**By ZOOM:** For those using the ZOOM link (<https://us02web.zoom.us/j/86872632373>), upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Mayor during the Public Comments and/or Public Hearings portions of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

Outside of Public Comments and Public Hearings, all attendees on ZOOM will continue to have the ability to virtually raise your hand for the duration of the meeting. You will not be acknowledged and your microphone will remain muted except for when you are called upon.

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

**CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE****PUBLIC COMMENTS****C O N S E N T   A G E N D A**

- (4) A. Approval of the minutes of the City Council study session of June 8, 2020.
- (9) B. Approval of the minutes of the City Council meeting of June 15, 2020.
- (16) C. Approval of the minutes of the City Council study session of June 22, 2020.
- (20) D. Approval of claims vouchers, in the amount of \$2,502,753.95, for the period of May 16, 2020 through June 15, 2020.
- (56) E. Approval of payroll checks, in the amount of \$2,371,698.79, for the period of May 16, 2020 through June 15, 2020.
- (58) F. Motion No. 2020-33
- Authorizing the execution of a contract with Communities in Schools (CIS) to disburse \$50,000 in Coronavirus Relief Fund Monies.
- (67) G. Motion No. 2020-34
- Authorizing the execution of a contract with Living Access Support Alliance (LASA) to disburse \$275,000 in Coronavirus Relief Fund Monies.
- (76) H. Motion No. 2020-35
- Authorizing the execution of a contract with West Pierce Fire and Rescue to disburse \$142,000 in Coronavirus Relief Fund Monies.

*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.*

**R E G U L A R   A G E N D A****PUBLIC HEARINGS AND APPEALS**

- (96) This is the date set for a public hearing to consider the proposed vacation of the easterly fifty-six (56) feet of 148th Street SW right-of-way east of the intersection with Murray Rd SW.

**ORDINANCE**

- (106) Ordinance No. 738

Adopting amendments to Titles 1, 12, 14, 15, 17, and 18A of the Lakewood Municipal Code (LMC) and replacing LMC Chapter 3.64 with a new Chapter 3.64 titled Property Tax Exemptions for Multifamily Housing.

**UNFINISHED BUSINESS****NEW BUSINESS****REPORTS BY THE CITY MANAGER**

- (165) Review of application of Admission Tax to golf courses.

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

*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.*



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

Monday, June 8, 2020

City of Lakewood

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215- 8782

Participant ID: 151082920

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### **CALL TO ORDER**

Mayor Anderson called the meeting to order at 7:00 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.

Parks and Recreation Advisory Board Members Present: 4 – Chair Jason Gerwen, Vito Iacobazzi, Alan Billingsley and Michael Lacadie.

### **ITEMS FOR DISCUSSION:**

#### **Joint Parks and Recreation Advisory Board meeting.**

Chair Gerwen highlighted the Parks and Recreation Advisory Board 2019 accomplishments, Mr. Iacobazzi shared 2020 workplan items and Mr. Billingsley spoke about the importance of providing parks and recreation activities to the community. Discussion ensued.

#### **Review of Human Services funding process.**

Human Services Coordinator Brian Humphreys shared a summary of organizations that have received human services funding from 2009 to present and those who received funding in 2020. He then reviewed the program area, draft application, rating criteria and proposed timeline for the 2021-2022 Human Services funding process. He shared that the Community Services Advisory Board recommends maintaining the current five funding strategies and existing timeline for the funding process which will open the application period on July 6<sup>th</sup>, a virtual workshop on July 15<sup>th</sup>, followed by review and recommendations presented to City Council in November, 2020.

He then provided a summary of a proposed Family Workforce Development Initiative which would identify support services and provide pathways to family wage jobs through education and training programs. Discussion ensued.



**Review of potential use of Coronavirus Relief Funds.**

Planning Manager Speir reported that the City has received \$1.79 Million of CARES Act grant funding from the Washington State Department of Commerce. She shared that the costs must be reimbursed by October 31, 2020, are 100% reimbursable and a transfer of funding can be made to other units of government and small businesses. She shared that in addition to the Coronavirus Relief Funds (CRF) the City has secured a FEMA Public Assistant grant through the Washington State Military Department for COVID-19 related expenses. The reimbursement period is from January, 2020 through March, 2024 and will reimburse 75% of costs with a 25% nonfederal match with no financial cap. The current estimated eligible costs are approximately \$29,000. It is not recommended that the City use the FEMA grant due to the required match.

She reviewed qualified expenses, updated budget allocations which support both internal and external costs. She shared a draft budget that allocates internal costs at 35% which provides for payroll reimbursement, technology, personal protective equipment and facilities and external costs allocated at 63% which includes funding for public partners, business assistance and human services. Discussion ensued it was requested that the funding allocations for business assistance and human services be increased to 35%.

She shared that it is recommended that on June 15<sup>th</sup> the City Council authorize the execution of a contract with the Washington State Department of Commerce to receive Coronavirus Relief Funds (CRF) and adopt a Resolution authorizing budget allocations and funding priorities.

**Review of 2020 Annual Development Regulations and Multifamily Tax Exemption (MFTE) code amendments.**

Planning Manager Speir shared reviewed proposed amendments to Title 1 General Provisions, Title 12 Public Works, Title 14 Environmental Protection, Title 15 Buildings and Construction, Title 17 Subdivisions which includes a new Chapter 17.17 Plat Alterations and Title 18A Land Use and Development Code. She then shared that a Municipal Code Chapter related to the Multifamily Tax Exemption (MTFE) program is recommended which will remove Tax Incentive Urban Use Center (TIUUC) designation and keeps the Residential Target Area (RTA).

She shared that a public hearing is scheduled for the City Council meeting of June 15<sup>th</sup> with adoption scheduled for July 6<sup>th</sup>. Discussion ensued.

**Review of Pierce County Force Investigation Team (PCFIT) Memorandum of Understanding.**

City Attorney Wachter shared that in 2015 the U.S. Department of Justice issued a report on Policing resulting in the Washington Administrative Code (WAC 139-12) Law Enforcement Training and Community Safety Act – Independent Investigations

Criteria (LETSCA) which recommends clear and comprehensive policies on the use of force, training on de-escalation, crisis intervention, mental health, first aid and that independent investigations are conducted in officer involved shootings resulting in injury or death.

Chief Zaro shared that the agreement only addresses independent investigations, formalizes existing agreements and it is anticipated that all Pierce County agencies will be formally executing the agreement. Discussion ensued related to non-law enforcement community representatives.

**ITEMS TENTATIVELY SCHEDULED FOR THE JUNE 15, 2020 REGULAR CITY COUNCIL MEETING:**

1. Authorizing the execution of an agreement for the Fort Steilacoom Park Pavilion improvements. – (Motion – Consent Agenda)
2. Approving the 2021-2022 Human Services funding process. – (Motion – Consent Agenda)
3. Authorizing the execution of an agreement with the Washington State Department of Commerce for Coronavirus Relief Funds. – (Motion – Consent Agenda)
4. Authorizing the execution of the Pierce County Force Investigation Team Memorandum of Understanding. – (Motion – Consent Agenda)
5. This is the date set for a public hearing on the 2020 Annual Development Regulations and Multifamily Tax Exemption (MFTE) code amendments.  
– (Public Hearings and Appeals – Regular Agenda)
6. Authorizing the acquisition of real property under threat of condemnation or by condemnation for park purposes; authorizing payment thereof from the City's General Fund or from such other monies that the City may have available or attain for the acquisition; providing for severability; and establishing an effective date. – (Ordinance– Regular Agenda)
7. Adopting the Six-Year (2021-2026) Comprehensive Transportation Improvement Program. – (Resolution – Regular Agenda)
8. Adopting the 2020 Comprehensive Plan and Zoning Map amendments. – (Resolution – Regular Agenda)
9. Authorizing budget allocations and establishing funding priorities for the use of Coronavirus Relief Funds distributed to the City of Lakewood by Washington State. – (Resolution – Regular Agenda)

## REPORTS BY THE CITY MANAGER

City Manager Caulfield shared that there were two peaceful demonstrations last weekend in Lakewood and another planned for Wednesday at Fort Steilacoom Park.

He shared that the State Department of Health has approved Pierce County to operate in Phase 2 and last week Personal Protective Equipment was passed out to several businesses last week, a joint partnership between Pierce County, the City of Lakewood and the Clover Park Technical College.

He shared that due to economic impacts of COVID-19 Philips Publishing, our Connections Magazine publisher, will be closing and a Request for Proposals (RFP) will be published next week seeking these services.

He then shared that Congress allocated \$1.5 Billion in funding to the Economic Development Administration for infrastructure projects, of which \$2.66 Million has been allocated to the Seattle region. The Public Works Engineering Department is evaluating projects that may be eligible for this funding.

He then shared that the State is accepting applications for Safe Routes to School grants and potential projects that have been identified are signals or advanced crossing at Military Road and Holden Road at Thomas Middle School, sidewalks on Farwest Drive at Lakes High School and 112<sup>th</sup> Street at Clover Park High School.

He shared that the State is also accepting applications for bike and pedestrian grants and the City is evaluating several potential locations against the criteria.

He shared that the City did not rank well enough to receive Pierce County Regional Council (PCRC) funding in support of roadway projects however did receive funding for the South Tacoma Way 96<sup>th</sup> to Steilacoom Boulevard preservation project. He commented on inequity in the allocations of roadway projects.

He shared that a risk mitigation grant in the amount of \$12,000 was received from Washington Cities Insurance Authority (WCIA) for a sidewalk grinder.

He shared that Western State Hospital is moving forward with updates to their Facilities Master Plan. The City will be the lead SEPA agency and the proposal is to build a 350 bed forensic hospital, 18 bed residential cottage at the Child Study Treatment Center and a 48 bed Residential Treatment Facility. He shared that the comment period begins on June 10<sup>th</sup> through July 10<sup>th</sup> and notices will be sent to surrounding property owners, neighborhood associations and a webpage has been created which is [www.wshmasterplan.org](http://www.wshmasterplan.org) to provide details about the process. An update on the Plan will come forward at a future City Council meeting.

He shared that a tree fell and crushed a barn at Fort Steilacoom Park and the City is beginning the process of clean up and removal.

He then shared that he is scheduled to meet with Representative Jake Fey, Chair of the House Transportation Committee to provide an update on the Lakewood Landing project and the relocation of WSDOT to allow for development in the area.

### **CITY COUNCIL COMMENTS**

Councilmember Moss shared that she participated in the virtual Lakewood United meeting last Friday and the protest march this weekend where she had the opportunity to listen to community concerns.

Councilmember Farmer shared that she also attended the protest march and the importance of listening to calls for action and opportunity for change.

Councilmember Bocchi shared that Governor Inslee is convening a task force to address the use of choke holds and questioned the use of no-knock warrants by the Lakewood Police Department.

Deputy Mayor Whalen shared that he also participated the protest march and the importance of listening, creating a path forward, inclusive representation and transparent process. He shared that he attended the Clover Park School District (CPSD) Community Engagement Leadership Team (CELT) and CPSD Board meeting.

Mayor Anderson referenced a YouTube video of General Charles Q Brown Jr., Commander of Pacific Air Forces and 1<sup>st</sup> African American Chief of Staff of the United States Air Force nominee sharing his perspective as an African American.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:48 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK



## LAKESWOOD CITY COUNCIL MINUTES

Monday, June 15, 2020

City of Lakewood

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: Dial +1(253) 215- 8782

Participant ID: 151082920

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### CALL TO ORDER

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

### ROLL CALL

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

### PUBLIC COMMENTS

*Charles Ames, Lakewood resident*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Nancy Anderson, Lakewood resident*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Carol Byron, Tacoma resident*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Judith Case*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Dana Clauson*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Jodi Coy, Gig Harbor resident*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Maria Douangdara*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Melissa Douangdara*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Manfred Ellmer, Gig Harbor resident*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Brady Louwien, Lakewood resident*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Frances Marquart*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Donald Iosty, Vaughn resident*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Hiep Phan, Renton resident*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Robert Pok*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Joanne Setzer*, provided written comments via email which were provided to the City Council in advance of the meeting.

*Virginia Wodtil, Lakewood resident*, provided written comments via email which were provided to the City Council in advance of the meeting.

## **C O N S E N T   A G E N D A**

A. Approval of the minutes of the City Council study session of May 26, 2020.

B. Approval of the minutes of the City Council meeting of June 1, 2020.

C. Motion No. 2020-30

Approving the 2021-2022 Human Services funding process.

D. Motion No. 2020-31

Authorizing the execution of an agreement with the Washington State Department of Commerce, to receive \$1,790,100.00, in Coronavirus Relief Funds.

E. Motion No. 2020-32

Authorizing the execution of the Pierce County Force Investigation Team (PCFIT) Memorandum of Understanding.

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

1. Planning Commission meeting minutes of May 20, 2020.

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Councilmember Brandstetter requested Item No. C, Motion No. 2020-30 be removed from the Consent Agenda.

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DEPUTY MAYOR WHALEN MOVED TO ADOPT THE CONSENT AGENDA ITEM NO. A, ITEM NO. B, AND ITEMS NO. D THROUGH ITEM NO. F. SECONDED BY COUNCILMEMBER SIMPSON. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

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COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT MOTION NO. 2020-30. SECONDED BY COUNCILMEMBER SIMPSON.

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COUNCILMEMBER BRANDSTETTER MOVED TO AMEND MOTION NO. 2020-30 TO REMOVE ACCESS TO FOOD AS A FUNDING STRATEGY. SECONDED BY COUNCILMEMBER SIMPSON. ROLL CALL VOTE WAS TAKEN RESULTING AS FOLLOWS:

AYES: 3 – BRANDSTETTER, MOSS, SIMPSON.

NAYS: 4 – BOCCHI, FARMER, WHALEN, MAYOR ANDERSON.

MOTION FAILS.

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COUNCILMEMBER BRANDSTETTER MOVED TO AMEND MOTION NO. 2020-30 TO REMOVE REFERENCE TO THE 2021-2022 BUDGET DEVELOPMENT PROCESS. SECONDED BY COUNCILMEMBER SIMPSON. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

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VOICE VOTE WAS TAKEN ON MOTION NO. 2020-30 AS AMENDED AND CARRIED UNANIMOUSLY.

## **R E G U L A R   A G E N D A**

### **PUBLIC HEARINGS AND APPEALS**

**This is the date set for a public hearing on the 2020 Annual Development Regulations and Multifamily Tax Exemption (MFTE) code amendments.**

There being no testimony, the public hearing was declared closed at 7:27 p.m.

### **ORDINANCE**

**Ordinance No. 736 Authorizing the acquisition of real property under threat of condemnation or by condemnation for park purposes; authorizing payment thereof from the City's General Fund or from such other monies that the City**

**may have available or attain for the acquisition; providing for severability; and establishing an effective date.**

COUNCILMEMBER BOCCHI MOVED TO ADOPT ORDINANCE NO.736.  
SECONDED BY DEPUTY MAYOR WHALEN. ROLL CALL WAS TAKEN  
RESULTING AS FOLLOWS:

AYES: 4 – BOCCHI, FARMER, MOSS, MAYOR ANDERSON.  
NAYS: 3 – BRANDSTETTER, SIMPSON, WHALEN.

ORDINANCE NO. 737 WAS DECLARED ADOPTED.

**Ordinance No. 737 Adopting amendments to the Lakewood Comprehensive Plan including the future land use map and zoning map and Lakewood Municipal Code Title 18A.**

DEPUTY MAYOR WHALEN MOVED TO ADOPT ORDINANCE NO.737.  
SECONDED BY COUNCILMEMBER SIMPSON.

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COUNCILMEMBER BOCCHI MOVED TO AMEND ORDINANCE NO. 737 TO  
INCLUDE CPA/ZOA 2020-06 (SPRINGBROOK NEIGHBORHOOD) AS FOLLOWS:

1. AMENDS THE COMPREHENSIVE PLAN LAND-USE MAP TO DESIGNATE  
THE SUBJECT PROPERTY IN THE SPRINGBROOK NEIGHBORHOOD AREA  
INDUSTRIAL (I); AND

2. AMENDS THE ZONING MAP TO ZONE THE SUBJECT PROPERTY  
INDUSTRIAL BUSINESS PARK (IBP); AND

3. REMOVE THE LAKEWOOD STATION DISTRICT SUBAREA (LSDS)  
BOUNDARY LOCATED WITHIN SPRINGBROOK.

LOCATION: 4901 123RD ST SW, XXX 123RD ST SW, XXX 47TH AV SW, 4800  
TO 4815 122<sup>ND</sup> ST SW, 4804 121ST ST SW, 4801 121ST ST SW, 4715 TO 4717  
121ST SW, 12018 TO 12020 47TH AV SW, 4710 120TH ST SW, XXX 120TH ST  
SW, XXX 47TH AV SW, XXX 123RD ST SW, 12315 BRIDGEPORT WY W, 4828  
123RD ST SW, 4828 123RD ST SW, 4702 TO 4731 124TH SW, XXX 47TH AV  
SW, 12511 47TH AV SW, 12517 47TH AV SW, 12413 BRIDGEPORT WAY SW  
ASSESSOR'S TAX PARCEL NOS.: 0219127015, 0219123105, 0219123017,  
0219127013, 0219127012, 0219123005, 0219123000, 0219123064, 0219123024,  
0219122171, 0219123108, 0219123109, 0219123084, 0219123025, 0219123081,  
0219123116, 0219123113, 0219123114, 0219123054.

SECONDED BY DEPUTY MAYOR WHALEN. VOICE VOTE WAS TAKEN AND  
CARRIED UNANIMOUSLY.

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VOICE VOTE WAS TAKEN ON ORDINANCE NO. 737 AS AMENDED AND  
CARRIED UNANIMOUSLY.



**RESOLUTION****Resolution No. 2020-10 Adopting a Six-Year (2021-2026) Comprehensive Transportation Improvement Program.**

COUNCILMEMBER SIMPSON MOVED TO ADOPT RESOLUTION NO. 2020-10. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**Resolution No. 2020-11 Establishing funding principles and a budget to guide the expenditure of Coronavirus Relief Funds distributed to the City of Lakewood by Washington State.**

DEPUTY MAYOR WHALEN MOVED TO ADOPT RESOLUTION NO. 2020-11. SECONDED BY COUNCILMEMBER FARMER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

None.

**REPORTS BY THE CITY MANAGER****Review of in person or virtual City Council meeting attendance.**

City Attorney Wachter provided an overview as to how City Council meetings how will operate work should current Open Public Meetings Act waivers not be extended beyond June 17, 2020.

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City Manager Caulfield shared that last week he met with Representative Jake Fey to provide him an update on the Lakewood Landing Project and discuss Local Revitalization Financing (LRF) options and a statewide transportation package.

He shared that the 1<sup>st</sup> Quarter Financial Report including the financial impacts of COVID-19 and strategies for managing revenues through 2020 will come forward for review at the June 22<sup>nd</sup> study session.

He then shared that the Farmers Market kicks off at Fort Steilacoom Park on Friday, June 19th from 3 p.m.to 7 p.m.

He reported that a new House Transportation Bill, the INVEST Act, has been introduced although does not include a set aside for medium sized cities. A letter

was sent to Representative Rick Larsen requesting he introduce an amendment to designate 30% set aside to for medium side cities, which he has agreed to introduce and would apply to all federal transportation improvement programs. It has been recommended that the letter also be sent to the Chairs of the House Transportation Committee and House Appropriations Committee.

He then reported that we are in the process of submitting an application to the Department of Commerce requesting \$20,000 in grant funding for climate change.

He shared that the Public Works and Engineering Department continues to work on the Defense Communities Infrastructure Program grant application. The Public Works Engineering Director will provide an update at a future Council meeting to request approval for the final design of the JBLM North Access Project.

He recommended that at the June 22<sup>nd</sup> study session Chief Zaro will review the Police Department Manual of Standards and Use of Force Policy. He noted there has been discussion with the Chair of the Lake City Neighborhood Association about reforming the African American Police Advisory Committee.

He then shared that an update on the Western State Hospital Master Facilities Plan will also come forward for review at the June 22<sup>nd</sup> study session.

He shared that the City of DuPont is interested in adding an Urban Growth Area (UGA) that would encompass a portion of Lakewood's UGA related to Joint Base Lewis McChord North.

## **CITY COUNCIL COMMENTS**

Councilmember Brandstetter encouraged the City Council to schedule a meeting on June 29<sup>th</sup> to discuss police policies, financial impacts of COVID-19 or other items of interest.

Councilmember Simpson commented on several news articles he read throughout the week, having a glimpse of hope and the importance of listening to people as we navigate through life.

Councilmember Bocchi commented on the importance of providing leadership to the community.

Deputy Mayor Whalen commented on collective change and opportunities in the future.

Mayor Anderson also commented on looking forward to future opportunities.

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**Executive Session**

Mayor Anderson announced that Council will recess into Executive Session for approximately 20 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 action following the Executive Session.

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Council recessed into Executive Session at 9:07 p.m. and reconvened at 9:30 p.m.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 9:30 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK



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

Monday, June 22, 2020

City of Lakewood

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: (253) 215- 8782

Participant ID: 151082920

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### **CALL TO ORDER**

Mayor Anderson called the meeting to order at 7:00 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 Police Department Policies and Procedures.**

Chief Zaro provided an overview the Police Departments Manual of Standards and Use of Force Policy. He shared that documents are reviewed and updated as needed to address best practices or as required by state law changes. Discussion ensued.

#### **Western State Hospital Master Facility Plan Update.**

Planning Manager Brunell shared that the Western State Hospital (WSH) Master Facilities Plan and SEPA Environmental Review application was deemed completed on May 26<sup>th</sup>. The project proposes an expansion of current hospital capacity, the demolition of 16 existing buildings and a new 350-bed forensic hospital. She shared that the City of Lakewood has been identified as the lead SEPA agency and that a 30-day public comment period began on June 10<sup>th</sup> and comments will be accepted until July 10<sup>th</sup>. She shared a website regarding the project has been created where comments can be submitted. All comments will be provided to DSHS for review and response. Discussion ensued.

#### **Review of 1<sup>st</sup> Quarter Financial Report.**

Assistant City Manager for Administrative Services Kraus provided an overview of activity in all funds through March 31, 2020. Discussion ensued.

**COVID-19 Financial Update.**

Assistant City Manager for Administrative Services Kraus provided an overview of potential impact of COVID-19 on the City's finances. She shared that a revenue decline in the General Fund totaling \$5.7 million or 14% in 2020 is projected. She shared three financial scenarios that address recovery timelines and projected revenue losses for 2020, 2021 and 2022. She then highlighted proposed options to reduce services through a 20% budget reduction in 2021-22 for each City Department. Discussion ensued.

**ITEMS TENTATIVELY SCHEDULED FOR THE JULY 6, 2020 REGULAR CITY COUNCIL MEETING:**

1. Clover Park School District Report.
2. This is the date set for a public hearing to consider the proposed vacation of the easterly fifty-six (56) feet of 148<sup>th</sup> Street SW right-of-way east of the intersection of Murray Road SW. – (Public Hearings and Appeals – Regular Agenda)
3. Adopting the 2020 Annual Development Regulations and Multifamily Tax Exemption code amendments. – (Ordinance – Regular Agenda)
4. Review of application of Admission Tax to golf courses. – (Reports by the City Manager – Regular Agenda)

**REPORTS BY THE CITY MANAGER**

City Manager Caulfield shared that Pierce County is evaluating options to apply to move to Phase 3.

He shared that Public Works Engineering Department continues to work on the Defense Community Infrastructure Program (DCIP) application requesting \$9.5 Million in grant funding for the JBLM North Access Improvement Project. The City has requested a letter of endorsement from JBLM, a requirement mandated by Office of Economic Adjustment (OEA). He also shared that Representative Derek Kilmer plans to introduce an amendment to the DCIP program that focuses on infrastructure projects and that the match requirements be reduced to 30%.

He shared that Representative Larsen will no longer be offering an amendment to the INVEST Act to designate 30% of BUILD grant funding to cities between 10,000 and 75,000 in population size due to opposition from the Committee.

He then reported that the COVID-19 CDBG Grants and Loan program has launched and the City's website has information regarding applications and availability of these grants.

He then shared that the City of Lakewood has a 62% response rate to the 2020 Census and the Farmers Market kicked off on Friday, June 19<sup>th</sup> and sales were up 11% compared to opening day in 2019 and the drive through will be eliminated starting next week as it was not utilized.

He shared that State Department of Revenue released a financial forecast projecting to lose \$8.8 Billion and it is expected that the State Legislature will hold a special session to address revenues losses.

He shared that the Summer Concert Series will be held at the Fort Steilacoom Park Pavilion beginning on Thursday, July 16<sup>th</sup> through August 27<sup>th</sup> from 6:30 p.m. to 8:00 p.m.

He also provided an update on several transportation roadway improvement projects and reported that the U.S. Air Force is working to identify the permanent location for the U.S. Space Command and based on preliminary criteria the Lakewood Landing site is an option. The City is submitting a letter to the State Department of Commerce requesting the Governor to endorse the application.

### **CITY COUNCIL COMMENTS**

Councilmember Farmer looks forward to attending the Farmers Market this Friday.

Councilmember Bocchi shared that he attended the Farmers Market and commented on the Steilacoom Boulevard construction project.

Councilmember Moss commented on the Onyx Drive construction project.

Councilmember Brandstetter questioned whether the City Council is interested in scheduling a special meeting for June 29<sup>th</sup> to discuss issues of equity within in the community. It was requested that a future date be identified with a facilitator to guide the meeting.

Deputy Mayor Whalen shared that he attended the Pierce County Regional Council (PCRC) meeting noting that Lakewood receive funding for the South Tacoma Way to 96<sup>th</sup> overlay project. He also commented on a Public Records Request regarding PCRC project scoring sheets.

Mayor Anderson commented that Pierce County will likely be unable to apply to Phase 3 until July 6<sup>th</sup> or later given number of cases COVID-19 and data trends.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 10:05 p.m.

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DON ANDERSON, 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: July 6, 2020  
Subject: Claims Voucher Approval

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**Check Run Period:** May 16, 2020 – June 15, 2020

**Total Amount:** \$ 2,502,753.95

Checks Issued:

05/29/20	Checks 92989-93054	\$ 105,842.39
06/08/20	Checks 93055-93056	\$ 7,720.00
06/15/20	Checks 93057-93117	\$ 102,777.53

EFT Checks Issued:

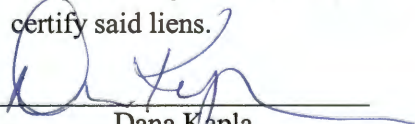
05/29/20	Checks 15746-15800	\$ 632,721.08
06/15/20	Checks 15801-15852	\$ 1,657,761.95


Voided Check:

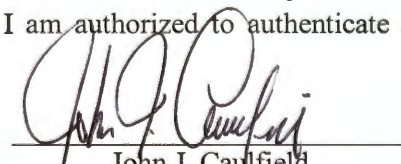
05/27/20	Check 15723	\$ 499.00
06/01/20	Check 92872	\$ 3,570.00

**Grand Total** **\$ 2,502,753.95**

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 35
Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>15746</b>	<b>5/29/2020</b>	<b>011591</b>		<b>911 SUPPLY INC,</b>			<b>\$2,183.88</b>
001.0000.15.521.22.31.008			5/15/2020	INV-2-2649	PD D-cell Light Ring, Flashlig	2,183.88	
<b>15747</b>	<b>5/29/2020</b>	<b>000005</b>		<b>ABC LEGAL SERVICES LLC,</b>			<b>\$195.00</b>
001.0000.06.515.30.41.001			5/24/2020	7147525.100	LG/PD 05/20 Monthly Retainer	97.50	
001.0000.15.521.10.41.001			5/24/2020	7147525.100	LG/PD 05/20 Monthly Retainer	97.50	
<b>15748</b>	<b>5/29/2020</b>	<b>011713</b>		<b>ALLSTREAM,</b>			<b>\$886.19</b>
503.0000.04.518.80.42.001			5/8/2020	16837288	IT 05/08-06/07 Phone	886.19	
<b>15749</b>	<b>5/29/2020</b>	<b>000728</b>		<b>ARONSON SECURITY GROUP INC,</b>			<b>\$362.67</b>
502.0000.17.518.35.48.001			5/12/2020	WSEA29013	PKFC Adjusted Ctr Stairwell Do	362.67	
<b>15750</b>	<b>5/29/2020</b>	<b>000046</b>		<b>ASSOC OF WASHINGTON CITIES,</b>			<b>\$600.00</b>
001.0000.01.511.60.49.003			12/6/2019	79269	CC City Action Days 2020: Bran	200.00	
001.0000.03.513.10.49.003			12/18/2019	79351	CM City Action Days 2020: Caul	200.00	
001.0000.03.513.10.49.003			1/6/2020	79688	CM City Action Days 2020: Kell	200.00	
<b>15751</b>	<b>5/29/2020</b>	<b>007445</b>		<b>ASSOCIATED PETROLEUM PRODUCTS,</b>			<b>\$5,794.89</b>
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	115.88	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	137.32	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	57.86	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	121.16	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	111.80	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	47.65	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	101.08	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	58.88	
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	6.47	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	35.05	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	81.51	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	41.01	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	55.47	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	113.84	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	114.86	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	125.58	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	135.62	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	18.72	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	37.78	
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	90.70	
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	17.02	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	15.83	
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	62.62	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	65.85	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	40.16	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	60.24	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	68.58	
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	27.91	
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	61.26	
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	161.83	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	23.31	
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	59.90	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	12.08	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	17.19	
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	10.89	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	55.30	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	76.40	
180.0000.15.521.21.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	25.18	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	21.95	
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501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	25.35	
180.0000.15.521.21.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	26.55	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	17.02	
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180.0000.15.521.21.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	11.06	
180.0000.15.521.21.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	23.48	
180.0000.15.521.21.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	20.59	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	15.83	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	43.05	
501.0000.51.521.10.32.001			5/11/2020	0199686-IN	PDFL 04/30-05/13	21.66	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>15752</b>	<b>5/29/2020</b>	<b>011039</b>		<b>BERK CONSULTING INC,</b>			<b>\$9,617.50</b>
001.9999.07.558.65.41.001			5/13/2020	10472-04-20	CD AG 2020-043 04/20 Lkwd Stat	9,617.50	
<b>15753</b>	<b>5/29/2020</b>	<b>008226</b>		<b>BIO CLEAN INC,</b>			<b>\$780.30</b>
501.0000.51.521.10.48.005			5/15/2020	11029	PDFL Safety Inspection	390.15	
501.0000.51.521.10.48.005			5/15/2020	11075	PDFL Detail	390.15	
<b>15754</b>	<b>5/29/2020</b>	<b>011316</b>		<b>BIRD, STEVE</b>			<b>\$201.20</b>
001.0000.11.576.81.31.001			5/21/2020	05/21/20 Reimb	PKFC Supplies Reimbursement	201.20	
<b>15755</b>	<b>5/29/2020</b>	<b>009926</b>		<b>CASCADE RIGHT-OF-WAY SVCS LLC,</b>			<b>\$23,560.00</b>
001.0000.06.515.30.41.001			5/10/2020	LW Brdy 20.5	LG Thru 04/30 Proposed Purchas	4,615.00	
302.0135.21.595.20.41.049			5/10/2020	LW JBLM 20.5	PWCP AG 2020-052 Thru 04/30 JB	18,945.00	
<b>15756</b>	<b>5/29/2020</b>	<b>010262</b>		<b>CENTURYLINK,</b>			<b>\$2,528.05</b>
503.0000.04.518.80.42.001			5/14/2020	253-589-8734 340B	IT 05/14-06/14 Phone	153.61	
503.0000.04.518.80.42.001			5/16/2020	206-T01-1710 414B	IT 05/16-06/16 Phone	816.61	
503.0000.04.518.80.42.001			5/16/2020	206-T01-4100 666B	IT 05/16-06/16 Phone	816.61	
503.0000.04.518.80.42.001			5/16/2020	253-582-0174 486B	IT 05/16-06/16 Phone	230.12	
503.0000.04.518.80.42.001			5/16/2020	253-582-0669 467B	IT 05/16-06/16 Phone	218.57	
503.0000.04.518.80.42.001			5/16/2020	253-582-1023 738B	IT 05/16-06/16 Phone	65.00	
503.0000.04.518.80.42.001			5/16/2020	253-582-7426 582B	IT 05/16-06/16 Phone	107.53	
503.0000.04.518.80.42.001			5/16/2020	253-582-9966 584B	IT 05/16-06/16 Phone	120.00	
<b>15757</b>	<b>5/29/2020</b>	<b>000536</b>		<b>CITY TREASURER CITY OF TACOMA,</b>			<b>\$1,829.53</b>
001.0000.11.576.81.47.005			5/15/2020	100384879 05/15/20	PKFC 03/18-05/14 8750 Steil Bl	69.30	
101.0000.11.542.63.47.006			5/15/2020	100415564 05/15/20	PKST 04/16-05/14 9450 Steil Bl	47.30	
101.0000.11.542.63.47.006			5/15/2020	100415566 05/15/20	PKST 04/16-05/14 9000 Steil Bl	45.08	
101.0000.11.542.63.47.006			5/15/2020	100415597 05/15/20	PKST 04/16-05/14 10000 Steil B	48.06	
101.0000.11.542.63.47.006			5/15/2020	100471519 05/15/20	PKST 04/16-05/14 8312 87th St	26.35	
101.0000.11.542.64.47.005			5/15/2020	100658937 05/15/20	PKST 03/18-05/14 10300 Steil B	66.01	
101.0000.11.542.64.47.005			5/15/2020	100687561 05/15/20	PKST 03/18-05/14 8623 87th Ave	52.72	
001.0000.11.576.81.47.005			5/15/2020	101076847 05/15/20	PKFC 03/18-05/14 8750 Steil Bl	251.85	
101.0000.11.542.64.47.005			5/15/2020	101086773 05/15/20	PKST 04/16-05/14 9550 Steil Bl	21.73	
101.0000.11.542.63.47.006			5/13/2020	100349419 05/13/20	PKST 03/14-05/12 7502 Lkwd Dr	23.80	
101.0000.11.542.64.47.005			5/13/2020	100350986 05/13/20	PKST 03/14-05/12 8800 Custer R	130.35	
101.0000.11.542.63.47.006			5/13/2020	100440754 05/13/20	PKST 04/14-05/12 7211 BPW W St	16.91	
101.0000.11.542.64.47.005			5/13/2020	100463727 05/13/20	PKST 03/14-05/12 7919 Custer R	4.01	
101.0000.11.542.64.47.005			5/13/2020	100520997 05/13/20	PKST 03/14-05/12 7609 Custer R	61.92	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.64.47.005			5/13/2020	100892477 05/13/20	PKST 03/14-05/12 8108 John Dow	117.06	
101.0000.11.542.63.47.006			5/13/2020	100898201 05/13/20	PKST 04/14-05/12 7729 BPW W	112.59	
101.0000.11.542.64.47.005			5/21/2020	100228932 05/21/20	PKST 03/24-05/20 8300 Steil Bl	282.38	
101.0000.11.542.64.47.005			5/21/2020	100228949 05/21/20	PKST 03/24-05/20 8200 Steil Bl	132.79	
101.0000.11.542.64.47.005			5/22/2020	100228868 05/22/20	PKST 03/25-05/21 10099 GLD SW	44.26	
101.0000.11.542.64.47.005			5/22/2020	100665891 05/22/20	PKST 04/23-05/21 7309 Onyx Dr	18.77	
101.0000.11.542.64.47.005			5/20/2020	100228710 05/20/20	PKST 03/21-05/19 8915 Meadow	44.50	
101.0000.11.542.64.47.005			5/20/2020	100228892 05/20/20	PKST 03/21-05/19 9299 Whitman	49.23	
101.0000.11.542.64.47.005			5/20/2020	100433653 05/20/20	PKST 03/21-05/19 5460 Steil Bl	4.01	
001.0000.11.576.81.47.005			5/19/2020	100384880 05/19/20	PKFC 03/20-05/18 8700 Steil Bl	34.66	
101.0000.11.542.64.47.005			5/26/2020	100228748 05/26/20	PKST 03/26-05/22 11170 GLD SW	72.77	
101.0000.11.542.64.47.005			5/26/2020	100254732 05/26/20	PKST 04/24-05/22 11023 GLD SW	19.65	
101.0000.11.542.64.47.005			5/26/2020	100707975 05/26/20	PKST 04/24-05/22 7403 Lkwd Dr	31.47	
<b>15758</b>	<b>5/29/2020</b>	<b>005786</b>		<b>CLASSY CHASSIS,</b>			<b>\$90.91</b>
501.0000.51.521.10.48.005			5/15/2020	4878	PDFL Oil Change	90.91	
<b>15759</b>	<b>5/29/2020</b>	<b>000099</b>		<b>CLOVER PARK SCHOOL DISTRICT,</b>			<b>\$873.68</b>
501.0000.51.548.79.32.001			5/18/2020	20193	PKFL 04/20 Fuel	873.68	
<b>15760</b>	<b>5/29/2020</b>	<b>000107</b>		<b>COMMUNITY HEALTH CARE,</b>			<b>\$15.00</b>
001.0103.11.347.90.00.001			5/11/2020	2001316.002	PK SummerFest Refund	15.00	
<b>15761</b>	<b>5/29/2020</b>	<b>010648</b>		<b>DIAMOND MARKETING SOLUTIONS,</b>			<b>\$1,611.21</b>
001.0000.99.518.40.42.002			5/28/2020	05/20 Postage	ND 05/20 Replenish Postage	1,523.02	
311.0000.01.535.30.42.002			5/28/2020	05/20 Postage	PWSC 05/20 Postage Est.	88.19	
<b>15762</b>	<b>5/29/2020</b>	<b>012548</b>		<b>ENTERPRISE COMMUNITY PARTNERS,</b>			<b>\$3,086.11</b>
190.0004.52.559.31.41.001			5/15/2020	0000042240	CDBG AG 2020-182 04/20 5yr Con	3,086.11	
<b>15763</b>	<b>5/29/2020</b>	<b>009253</b>		<b>FERGUSON WATERWORKS,</b>			<b>\$25.72</b>
401.0000.11.531.10.31.001			5/12/2020	0879208	PKSW Supplies	25.72	
<b>15764</b>	<b>5/29/2020</b>	<b>009689</b>		<b>FLO HAWKS,</b>			<b>\$247.00</b>
401.0000.11.531.10.48.001			5/4/2020	66099402	PKSW 05/04 Maintenance Drain C	247.00	
<b>15765</b>	<b>5/29/2020</b>	<b>011141</b>		<b>GRAY LUMBER COMPANY,</b>			<b>\$1,143.40</b>
001.0000.11.576.80.31.001			5/19/2020	389900	PKFC Supplies	1,143.40	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>15766</b>	<b>5/29/2020</b>	<b>003083</b>		<b>GUMM, JEFF</b>			<b>\$7.61</b>
001.9999.15.525.60.31.001			5/20/2020	35	PD CDBG COVID-19 Supplies	7.61	
<b>15767</b>	<b>5/29/2020</b>	<b>012411</b>		<b>HERRERA-VELASQUEZ, MURIEL</b>			<b>\$1,960.00</b>
001.9999.11.565.10.41.020			5/29/2020	23	PKHS AG 2019-168 05/16-05/31 L	1,960.00	
<b>15768</b>	<b>5/29/2020</b>	<b>012308</b>		<b>HONEY BUCKET,</b>			<b>\$132.10</b>
001.0000.11.576.80.41.001				0551497738	PKFC 04/01-04/15 Credit Sani-C	-47.90	
001.0000.11.576.81.41.001			5/14/2020	0551549326	PKFC 05/14-06/10 Sani-Can 8714	95.00	
001.0000.02.523.30.47.004			5/4/2020	0551533406	MC 05/04-05/31 Sani-Can	85.00	
<b>15769</b>	<b>5/29/2020</b>	<b>004036</b>		<b>HORIZON AUTOMATIC RAIN CO,</b>			<b>\$453.36</b>
502.0000.17.518.30.31.001			5/11/2020	3N111004	PKFC Supplies	272.55	
001.0000.11.576.80.31.001			5/14/2020	3N111283	PKFC Supplies	180.81	
<b>15770</b>	<b>5/29/2020</b>	<b>000299</b>		<b>LAKEVIEW LIGHT &amp; POWER CO.,</b>			<b>\$2,652.85</b>
101.0000.11.542.64.47.005			5/14/2020	67044-004 05/14/20	PKST 04/11-05/10 108th St SW &	70.64	
101.0000.11.542.64.47.005			5/14/2020	67044-010 05/14/20	PKST 04/11-05/10 108th St SW &	65.82	
101.0000.11.542.64.47.005			5/14/2020	67044-017 05/14/20	PKST 04/11-05/10 112th St SW &	65.55	
101.0000.11.542.64.47.005			5/14/2020	67044-030 05/14/20	PKST 04/11-05/10 112th ST SW &	71.10	
101.0000.11.542.63.47.006			5/14/2020	67044-072 05/14/20	PKST 04/11-05/10 11302 Kendric	102.15	
502.0000.17.542.65.47.005			5/14/2020	67044-073 05/14/20	PKFC 04/11-05/10 11420 Kendric	477.03	
101.0000.11.542.64.47.005			5/7/2020	67044-002 05/07/20	PKST 04/03-05/03 Pac Hwy & STW	75.73	
101.0000.11.542.64.47.005			5/7/2020	67044-012 05/07/20	PKST 04/03-05/03 Pac Hwy & STW	106.08	
101.0000.11.542.63.47.006			5/7/2020	67044-014 05/07/20	PKST 04/03-05/03 Pac Hwy & STW	91.54	
101.0000.11.542.64.47.005			5/7/2020	67044-016 05/07/20	PKST 04/03-05/03 40th Ave SW	61.54	
101.0000.11.542.64.47.005			5/7/2020	67044-031 05/07/20	PKST 04/03-05/03 84th St S & S	66.81	
101.0000.11.542.64.47.005			5/7/2020	67044-032 05/07/20	PKST 04/03-05/03 100th ST SW &	81.18	
001.0000.11.576.80.47.005			5/7/2020	67044-048 05/07/20	PKFC 04/03-05/03 2716 84th St	113.37	
101.0000.11.542.64.47.005			5/7/2020	67044-050 05/07/20	PKST 04/03-05/03 LKWD Dr SW/St	74.40	
101.0000.11.542.64.47.005			5/7/2020	67044-053 05/07/20	PKST 04/03-05/03 4648 Steil Bl	58.07	
101.0000.11.543.50.47.005			5/7/2020	67044-074 05/07/20	PKST 04/03-05/03 9424 Front St	320.97	
001.0000.11.576.80.47.005			5/7/2020	67044-075 05/07/20	PKFC 04/03-05/03 8807 25th Ave	70.09	
101.0000.11.542.64.47.005			5/7/2020	67044-078 05/07/20	PKST 04/03-05/03 100th St SW &	136.71	
101.0000.11.542.64.47.005			5/7/2020	67044-079 05/07/20	PKST 04/03-05/03 96th St S & S	112.34	
101.0000.11.542.64.47.005			5/7/2020	67044-080 05/07/20	PKST 04/03-05/03 8802 STW	76.90	
101.0000.11.542.64.47.005			5/7/2020	67044-081 05/07/20	PKST 04/03-05/03 3601 Steil Bl	72.88	
101.0000.11.542.63.47.006			5/7/2020	67044-083 05/07/20	PKST 04/03-05/03 40th & 100th	89.75	
101.0000.11.542.64.47.005			5/7/2020	67044-084 05/07/20	PKST 04/03-05/03 Steil & LKVV	75.20	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.63.47.006			5/7/2020	67044-085 05/07/20	PKST 04/03-05/03 26th & 88th S	45.29	
101.0000.11.542.63.47.006			5/7/2020	67044-087 05/07/20	PKST 04/03-05/03 123rd & BPW S	71.71	
<b>15771</b>	<b>5/29/2020</b>	<b>000288</b>		<b>LAKEWOOD HARDWARE &amp; PAINT INC,</b>			<b>\$588.39</b>
001.0000.11.576.81.31.001			4/21/2020	617402	PKFC Supplies	52.69	
101.0000.11.542.70.31.001			5/26/2020	617640	PKST Supplies	105.46	
001.0000.11.576.81.48.001			5/20/2020	617276	PKFC Throttle Cable Repair	124.17	
001.0000.11.576.81.48.001			5/20/2020	617278	PKFC Throttle Cable Repair	116.48	
001.0000.11.576.80.31.001			5/20/2020	617331	PKFC Supplies	162.11	
101.0000.11.544.90.31.001			5/18/2020	617094	PKST Supplies	27.48	
<b>15772</b>	<b>5/29/2020</b>	<b>000298</b>		<b>LAKEWOOD TOWING,</b>			<b>\$853.93</b>
001.0000.15.521.10.41.070			5/22/2020	214182	PD 05/22	82.43	
001.0000.15.521.10.41.070			5/18/2020	213891	PD 05/15 Impound	385.75	
001.0000.15.521.10.41.070			5/18/2020	213892	PD 05/15 Impound	385.75	
<b>15773</b>	<b>5/29/2020</b>	<b>009993</b>		<b>LTI INC,</b>			<b>\$18,023.98</b>
101.0000.11.542.66.31.030			5/27/2020	SLT-7002032	PKST Salt. State Contract #02	16,503.71	
101.0000.11.542.66.31.030			5/27/2020	SLT-7002032	Sales Tax	1,633.86	
101.0000.11.542.66.31.030				SLT-7002032	PKST Fuel Adjustment	-103.36	
101.0000.11.542.66.31.030				SLT-7002032	Sales Tax	-10.23	
<b>15774</b>	<b>5/29/2020</b>	<b>000365</b>		<b>NORTHWEST ABATEMENT SVC INC,</b>			<b>\$2,088.10</b>
001.0000.15.521.10.41.001			4/21/2020	120-3632-1	PD Empty Lead Buckets & Chg Pr	2,088.10	
<b>15775</b>	<b>5/29/2020</b>	<b>012500</b>		<b>O'REILLY AUTO PARTS,</b>			<b>\$105.57</b>
501.0000.51.548.79.48.005			5/19/2020	2863-493642	PKFL Cabin & Air Filters	105.57	
<b>15776</b>	<b>5/29/2020</b>	<b>007033</b>		<b>PARAMETRIX,</b>			<b>\$402,996.84</b>
302.0077.21.595.12.41.001			5/14/2020	18781	PWCP AG 2020-019 04/05-05/02 J	100,749.21	
302.0135.21.595.12.41.001			5/14/2020	18781	PWCP AG 2020-019 04/05-05/02 J	302,247.63	
<b>15777</b>	<b>5/29/2020</b>	<b>009775</b>		<b>PETERSEN BROTHERS INC,</b>			<b>\$1,643.61</b>
504.0000.09.518.38.48.001			5/23/2020	2003802	RM CI# 2020-0029 7203 Steil. B	1,643.61	
<b>15778</b>	<b>5/29/2020</b>	<b>000407</b>		<b>PIERCE COUNTY,</b>			<b>\$18,748.47</b>
001.0000.02.237.11.00.002			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	690.75	
001.0000.11.569.50.45.004			4/1/2020	CI-282001	PKSR 04/20 Senior Center Lease	5,351.67	
001.0000.11.569.50.45.004			5/1/2020	CI-282002	PKSR 05/20 Senior Center Lease	5,351.67	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.64.41.001			5/12/2020	CI-288039	PKST 02/20 Traffic Ops Mainten	3,635.89	
101.0000.11.542.64.41.001			5/13/2020	CI-288053	PKST 03/20 Traffic Ops Mainten	3,718.49	
<b>15779</b>	<b>5/29/2020</b>	<b>003089</b>		<b>PIERCE COUNTY AIDS FOUNDATION,</b>			<b>\$5,026.25</b>
001.0000.11.565.10.41.020			5/11/2020	1Q/20	PKHS AG 2020-066 1Q/20 Oasis Y	5,026.25	
<b>15780</b>	<b>5/29/2020</b>	<b>000428</b>		<b>PIERCE COUNTY SEWER,</b>			<b>\$223.64</b>
001.0000.11.576.80.47.004			5/17/2020	00162489 05/17/20	PKFC 04/20 9222 Veterans Dr SW	61.54	
001.0000.11.576.80.47.004			5/17/2020	00936570 05/17/20	PKFC 04/20 6002 Fairlawn DR SW	22.43	
001.0000.11.576.80.47.004			5/17/2020	01032275 05/17/20	PKFC 04/20 8421 Pine St S	22.43	
001.0000.11.576.80.47.004			5/24/2020	01583646 05/24/20	PKFC 03/01-04/30 8807 25th Ave	117.24	
<b>15781</b>	<b>5/29/2020</b>	<b>012320</b>		<b>PIX4D INC,</b>			<b>\$499.00</b>
001.0000.15.521.40.49.001			5/13/2020	202004-I-D-US-002057	PD Pix4Dmapper Desktop	499.00	
<b>15782</b>	<b>5/29/2020</b>	<b>009928</b>		<b>PROFAST SUPPLY LLC,</b>			<b>\$382.43</b>
001.0000.11.576.80.31.001			3/20/2020	24907	PKFC Supplies	382.43	
<b>15783</b>	<b>5/29/2020</b>	<b>007183</b>		<b>PRO-VAC,</b>			<b>\$6,938.66</b>
401.0000.11.531.10.48.001			4/30/2020	40045570	PKSW 04/20 Contract Cleaning &	6,938.66	
<b>15784</b>	<b>5/29/2020</b>	<b>012426</b>		<b>RANGER TREE EXPERTS INC,</b>			<b>\$1,153.95</b>
302.0060.21.595.30.63.001			4/23/2020	2091	PWCP Tree Removal Corner Of 10	1,153.95	
<b>15785</b>	<b>5/29/2020</b>	<b>011932</b>		<b>ROBERT W. DROLL,</b>			<b>\$2,440.00</b>
301.0003.11.594.76.41.001			4/25/2020	18021-19	PK AG 2018-115A 03/26-04/25 Ha	2,440.00	
<b>15786</b>	<b>5/29/2020</b>	<b>010271</b>		<b>SALE, DARIN</b>			<b>\$300.00</b>
001.0000.15.521.21.41.001			5/20/2020	05/20/20	PD CCSI Certification For D. S	300.00	
<b>15787</b>	<b>5/29/2020</b>	<b>004775</b>		<b>SAN DIEGO POLICE EQUIP CO,</b>			<b>\$8,048.20</b>
001.0000.15.521.10.31.020			5/8/2020	642531	PD Force On Force	4,334.70	
001.0000.15.521.10.31.020			5/8/2020	642531	PD Federal Ballisticlean	2,988.50	
001.0000.15.521.10.31.020			5/8/2020	642531	Sales Tax	725.00	
<b>15788</b>	<b>5/29/2020</b>	<b>012387</b>		<b>SITE WORKSHOP,</b>			<b>\$4,874.25</b>
301.0014.11.594.76.41.001			5/11/2020	6061	PK AG 2019-118 Thru 04/30 Ft.	4,874.25	
<b>15789</b>	<b>5/29/2020</b>	<b>012410</b>		<b>SOLON, LISA</b>			<b>\$1,400.00</b>



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001.9999.11.565.10.41.020			5/29/2020	23	PKHS AG 2019-169 05/16-05/31 L	1,400.00	
<b>15790</b>	<b>5/29/2020</b>	<b>002881</b>		<b>SPRAGUE PEST SOLUTIONS CO,</b>			<b>\$154.82</b>
502.0000.17.518.35.41.001			5/20/2020	4155461	PKFC 05/20 Pest Control CH	64.81	
001.0000.11.576.81.41.001			5/20/2020	4156743	PKFC Gen Pest Control Svcs: 91	90.01	
<b>15791</b>	<b>5/29/2020</b>	<b>000516</b>		<b>SPRINT,</b>			<b>\$120.47</b>
503.0000.04.518.80.42.001			5/18/2020	482477812-150	IT 04/15-05/14 Phone	120.47	
<b>15792</b>	<b>5/29/2020</b>	<b>009493</b>		<b>STAPLES ADVANTAGE,</b>			<b>\$188.57</b>
001.9999.15.525.30.31.001			5/12/2020	3446798687	PD Covid-19 Supplies	151.64	
001.0000.15.521.10.31.001			5/13/2020	3446844363	PD Supplies	36.93	
<b>15793</b>	<b>5/29/2020</b>	<b>009030</b>		<b>STERICYCLE INC,</b>			<b>\$119.24</b>
001.0000.15.521.10.41.001			5/18/2020	3005111040	PD 05/20 Svc Call	119.24	
<b>15794</b>	<b>5/29/2020</b>	<b>002458</b>		<b>SUMMIT LAW GROUP,</b>			<b>\$858.00</b>
001.0000.06.515.30.41.001			5/18/2020	113311	LG 04/20 General Labor	858.00	
<b>15795</b>	<b>5/29/2020</b>	<b>006497</b>		<b>SYSTEMS FOR PUBLIC SAFETY,</b>			<b>\$9,055.88</b>
501.0000.51.521.10.48.005			5/18/2020	37609	PDFL Other	49.05	
501.0000.51.521.10.48.005			5/18/2020	37618	PDFL Oil Change	89.56	
501.0000.51.521.10.48.005			5/18/2020	37618	PDFL Safety Inspection	39.91	
501.0000.51.521.10.48.005			5/18/2020	37618	PDFL Tire Rotation	30.56	
501.0000.51.521.10.48.005			5/18/2020	37645	PDFL Transmission	157.82	
501.0000.51.521.10.48.005			5/18/2020	37645	PDFL Brakes	638.83	
501.0000.51.521.10.48.005			5/18/2020	37654	PDFL Oil Change	78.00	
501.0000.51.521.10.48.005			5/18/2020	37654	PDFL Safety Inspection	271.45	
501.0000.51.521.10.48.005			5/18/2020	37654	PDFL Other	279.25	
501.0000.51.521.10.48.005			5/18/2020	37654	PDFL Brakes	611.99	
501.0000.51.521.10.48.005			5/18/2020	37654	PDFL Electrical	51.29	
501.0000.51.521.10.48.005			5/18/2020	37654	PDFL Wipers	34.47	
501.0000.51.521.10.48.005			5/18/2020	37656	PDFL Oil Change	87.55	
501.0000.51.521.10.48.005			5/18/2020	37656	PDFL Safety Inspection	22.30	
501.0000.51.521.10.48.005			5/18/2020	37656	PDFL Brakes	143.74	
501.0000.51.521.10.48.005			5/18/2020	37656	PDFL Electrical	50.33	
501.0000.51.521.10.48.005			5/18/2020	37660	PDFL Oil Change	86.50	
501.0000.51.521.10.48.005			5/18/2020	37660	PDFL Safety Inspection	21.25	
501.0000.51.521.10.48.005			5/18/2020	37672	PDFL Oil Change	90.68	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.48.005			5/18/2020	37672	PDFL Safety Inspection	22.34	
501.0000.51.521.10.48.005			5/18/2020	37672	PDFL Battery	50.36	
501.0000.51.521.10.48.005			5/18/2020	37672	PDFL Starter	143.78	
501.0000.51.521.10.48.005			5/18/2020	37676	PDFL Oil Change	88.51	
501.0000.51.521.10.48.005			5/18/2020	37676	PDFL Safety Inspection	23.26	
501.0000.51.521.10.48.005			5/18/2020	37676	PDFL Brakes	1,532.38	
501.0000.51.521.10.48.005			5/18/2020	37676	PDFL Tires	712.16	
501.0000.51.521.10.48.005			5/18/2020	37676	PDFL Other	49.91	
501.0000.51.521.10.48.005			5/18/2020	37676	PDFL Alignment	97.99	
501.0000.51.521.10.48.005			5/18/2020	37677	PDFL Oil Change	91.60	
501.0000.51.521.10.48.005			5/18/2020	37677	PDFL Safety Inspection	191.41	
501.0000.51.521.10.48.005			5/18/2020	37677	PDFL Brakes	874.60	
501.0000.51.521.10.48.005			5/18/2020	37677	PDFL Suspension	610.08	
501.0000.51.521.10.48.005			5/18/2020	37677	PDFL Transmission	1,034.27	
501.0000.51.521.10.48.005			5/18/2020	37677	PDFL Alignment	97.99	
501.0000.51.521.10.48.005			5/18/2020	37680	PDFL Transmission	134.34	
501.0000.51.521.10.48.005			5/18/2020	37680	PDF Diagnostics	51.13	
501.0000.51.521.10.48.005			5/18/2020	38684	PDFL Other	229.03	
501.0000.51.521.10.48.005			5/7/2020	37650	PDFL Car Maint	186.21	
<b>15796</b>	<b>5/29/2020</b>	<b>011708</b>		<b>TOTAL FILTRATION SERVICES INC,</b>			<b>\$237.52</b>
502.0000.17.521.50.31.001			5/14/2020	PSV2038529	PKFC Supplies	237.52	
<b>15797</b>	<b>5/29/2020</b>	<b>008186</b>		<b>TRCVB,</b>			<b>\$8,713.97</b>
104.0016.01.557.30.41.001			3/31/2020	LW-2020-03	HM AG 2020-061 03/20 Lodging T	6,032.88	
104.0016.01.557.30.41.001			4/30/2020	LW-2020-04	HM AG 2020-061 04/20 Lodging T	2,681.09	
<b>15798</b>	<b>5/29/2020</b>	<b>012365</b>		<b>US CAD HOLDINGS LLC,</b>			<b>\$1,089.00</b>
503.0000.04.518.80.48.003			5/15/2020	INV42717	IT Revu Std. Renewal Maint. &	1,089.00	
<b>15799</b>	<b>5/29/2020</b>	<b>000593</b>		<b>WASHINGTON STATE TREASURER,</b>			<b>\$54,173.14</b>
001.0000.02.237.10.00.002			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	22,443.22	
001.0000.02.237.10.00.001			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	12,814.57	
001.0000.02.237.30.00.000			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	86.03	
001.0000.02.386.89.15.001			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	19.30	
001.0000.02.237.10.00.007			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	1,772.29	
001.0000.02.386.89.16.001			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	100.50	
001.0000.02.386.89.14.001			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	67.05	
001.0000.02.237.10.00.008			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	3,548.30	

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001.0000.02.237.10.00.009			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	1,320.64	
001.0000.02.386.89.12.001			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	35.55	
001.0000.02.386.89.13.001			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	35.58	
001.0000.02.237.10.00.003			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	9,710.67	
001.0000.02.237.10.00.006			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	1,371.94	
001.0000.02.237.10.00.004			5/21/2020	04/20 Bldg. Code	MC 04/20 State Bldg. Code	847.50	
<b>15800</b>	<b>5/29/2020</b>	<b>001272</b>		<b>ZUMAR INDUSTRIES INC,</b>			<b>\$20,837.04</b>
101.0000.11.542.64.31.001			3/26/2020	32236	PKST Posts, Bases & Rivets For	18,960.00	
101.0000.11.542.64.31.001			3/26/2020	32236	Sales Tax	1,877.04	
<b>15801</b>	<b>6/15/2020</b>	<b>010017</b>		<b>ACTIVE CONSTRUCTION INC,</b>			<b>\$452,720.08</b>
302.0138.21.595.30.63.001			5/31/2020	AG 2020-079 PP # 2	PWCP AG 2020-079 05/01-05/31 O	452,720.08	
<b>15802</b>	<b>6/15/2020</b>	<b>012655</b>		<b>ARBITRAGE COMPLIANCE SPECIALIS,</b>			<b>\$600.00</b>
202.0000.03.514.20.41.001			5/18/2020	1025575	LID 05/08/19-05/08/20 Arbitrag	600.00	
<b>15803</b>	<b>6/15/2020</b>	<b>011039</b>		<b>BERK CONSULTING INC,</b>			<b>\$2,906.25</b>
001.9999.13.558.70.41.001			6/9/2020	10460-05-20	ED AG 2019-188 05/20 Western S	2,906.25	
<b>15804</b>	<b>6/15/2020</b>	<b>011701</b>		<b>BUENAVISTA SERVICES INC,</b>			<b>\$16,539.39</b>
502.0000.17.518.30.41.001			4/20/2020	7467	PK/PKFC AG 2017-153 04/20 Cust	4,524.21	
502.0000.17.521.50.48.001			4/20/2020	7467	PK/PKFC AG 2017-153 04/20 Cust	2,309.72	
502.0000.17.542.65.48.001			4/20/2020	7467	PK/PKFC AG 2017-153 04/20 Cust	1,098.96	
001.0000.11.576.81.41.001			4/20/2020	7467	PK/PKFC AG 2017-153 04/20 Cust	224.54	
502.0000.17.518.30.41.001			5/20/2020	7557	PK/PKFC AG 2017-153 Custodial	4,524.21	
502.0000.17.521.50.48.001			5/20/2020	7557	PK/PKFC AG 2017-153 Custodial	2,309.72	
502.0000.17.542.65.48.001			5/20/2020	7557	PK/PKFC AG 2017-153 Custodial	1,098.96	
001.0000.11.576.81.41.001			5/20/2020	7557	PK/PKFC AG 2017-153 Custodial	449.07	
<b>15805</b>	<b>6/15/2020</b>	<b>010262</b>		<b>CENTURYLINK,</b>			<b>\$308.27</b>
503.0000.04.518.80.42.001			5/23/2020	206-T31-6789 758B	IT 05/23-06/23 Phone	83.14	
503.0000.04.518.80.42.001			5/19/2020	253-588-4697 855B	IT 05/19-06/19 Phone	50.35	
503.0000.04.518.80.42.001			6/1/2020	253-584-2263 463B	IT 06/01-07/01 Phone	72.94	
503.0000.04.518.80.42.001			6/1/2020	253-584-5364 399B	IT 06/01-07/01 Phone	50.92	
503.0000.04.518.80.42.001			6/2/2020	253-581-8220 448B	IT 06/02-07/03 Phone	50.92	
<b>15806</b>	<b>6/15/2020</b>	<b>000536</b>		<b>CITY TREASURER CITY OF TACOMA,</b>			<b>\$8,928.84</b>
101.0000.11.542.63.47.006			6/4/2020	100223530 06/04/20	PKST 05/01-06/01 9315 GLD SW	2,171.79	

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101.0000.11.542.64.47.005			6/5/2020	100436443 06/05/20	PKST 04/07-06/04 8103 83rd Ave	35.19	
101.0000.11.542.64.47.005			6/5/2020	101129625 06/05/20	PKST 04/07-06/04 7804 83rd Ave	39.93	
502.0000.17.518.35.47.005			5/29/2020	100113209 05/29/20	PKFC 04/29-05/28 6000 Main St	6,484.93	
101.0000.11.542.63.47.006			5/29/2020	100218262 05/29/20	PKST 04/29-05/28 10601 Main St	53.59	
101.0000.11.542.63.47.006			5/29/2020	100218270 05/29/20	PKST 04/29-05/28 10602 Main St	10.85	
101.0000.11.542.64.47.005			5/29/2020	100218275 05/29/20	PKST 04/29-05/28 10511 GLD SW	60.64	
101.0000.11.542.63.47.006			5/29/2020	100262588 05/29/20	PKST 03/31-05/28 6100 Lkwd Tow	71.92	
<b>15807</b>	<b>6/15/2020</b>	<b>005786</b>		<b>CLASSY CHASSIS,</b>			<b>\$964.09</b>
501.0000.51.521.10.48.005			5/29/2020	4897	PDFL Detail	33.62	
501.0000.51.548.79.48.005			5/31/2020	4887	PKFL Lube Service	51.48	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	29.16	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	34.83	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	21.87	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	21.80	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	20.25	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	27.54	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	17.69	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	

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181.0000.15.521.21.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	8.20	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	10.20	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	12.96	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	6.80	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
180.0000.15.521.21.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	20.25	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	12.82	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-738	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			5/31/2020	W-739	PDFL Carwash	26.73	
501.0000.51.521.10.48.005			5/31/2020	W-739	PDFL Carwash	6.50	
501.0000.51.521.10.48.005			6/5/2020	4899	PDFL Carwash	38.29	
501.0000.51.521.10.48.005			4/10/2020	4857	PDFL Oil Change	77.92	
501.0000.51.521.10.48.005			4/10/2020	4857	PDFL Oil Change	77.92	
501.0000.51.521.10.48.005			4/3/2020	4856	PDFL Oil Change	93.79	
<b>15808</b>	<b>6/15/2020</b>	<b>000496</b>		<b>DAILY JOURNAL OF COMMERCE,</b>			<b>\$2,887.20</b>
301.0014.11.594.76.44.001			4/7/2020	3357402	PWSW 04/07 Steil Pk Trail	331.20	
302.0005.21.595.12.44.001			4/23/2020	3357720	PWCP 04/16-04/23 Chip Seal	562.80	
302.0004.21.595.12.44.001			4/23/2020	3357721	PWSW 04/16-04/23 2020 Roadway	525.00	
302.0134.21.595.12.44.001			3/17/2020	3356824	PWCP 03/03-03/17 Veterans Dr S	680.40	
401.0000.11.531.10.44.001			3/24/2020	3357066	PKSW 03/17-03/24 2020-2025 St	449.40	
301.0003.11.594.76.44.001			3/24/2020	3357067	PWSW 03/24 Harry Todd Pk	338.40	
<b>15809</b>	<b>6/15/2020</b>	<b>012028</b>		<b>DAY WIRELESS SYSTEMS,</b>			<b>\$175.84</b>
001.0000.15.521.70.41.001			6/1/2020	INV634202	PD Calibrations	175.84	
<b>15810</b>	<b>6/15/2020</b>	<b>010648</b>		<b>DIAMOND MARKETING SOLUTIONS,</b>			<b>\$100.00</b>
001.0000.99.518.40.42.002			6/4/2020	321089	ND 05/20 Daily Mail	100.00	

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<b>15811</b>	<b>6/15/2020</b>	<b>011891</b>		<b>GLS US,</b>			<b>\$111.30</b>
001.0000.99.518.40.42.002			5/31/2020	4204180	ND 05/20 Mail P/U	148.40	
001.0000.99.518.40.42.002				4204180	ND Credit For 05/29 No P/U	-37.10	
<b>15812</b>	<b>6/15/2020</b>	<b>007965</b>		<b>GORDON THOMAS HONEYWELL,</b>			<b>\$7,796.71</b>
001.0000.03.513.10.41.001			5/31/2020	May 2020 1014	CM AG 2019-171 05/20 Govt'l Af	4,871.27	
192.0000.00.558.60.41.001			5/31/2020	May 2020 1185	SSMP AG 2019-121 05/20 Gov'tl	2,925.44	
<b>15813</b>	<b>6/15/2020</b>	<b>002825</b>		<b>GRAYBAR ELECTRIC COMPANY,</b>			<b>\$298.81</b>
502.0000.17.518.30.31.001			6/5/2020	9316233984	PKFC Supplies	298.81	
<b>15814</b>	<b>6/15/2020</b>	<b>012423</b>		<b>GUARDIAN ALLIANCE TECH INC.,</b>			<b>\$2,000.00</b>
503.0000.04.518.80.48.003			6/8/2020	12759	IT Guardian Software Platform	2,000.00	
<b>15815</b>	<b>6/15/2020</b>	<b>012411</b>		<b>HERRERA-VELASQUEZ, MURIEL</b>			<b>\$2,124.74</b>
001.9999.11.565.10.41.020			6/15/2020	24	PKHS AG 2019-168 06/01-06/15 L	1,960.00	
001.9999.11.565.10.41.020			6/3/2020	P-16197136	PKHS AG 2019-168 Zoom For Lkwd	164.74	
<b>15816</b>	<b>6/15/2020</b>	<b>004036</b>		<b>HORIZON AUTOMATIC RAIN CO,</b>			<b>\$1,292.41</b>
001.0000.11.576.81.31.001			5/29/2020	3N112179	PKFC Supplies	1,292.41	
<b>15817</b>	<b>6/15/2020</b>	<b>011300</b>		<b>HORWATH LAW PLLC,</b>			<b>\$45,437.96</b>
001.0000.02.512.51.41.004			6/8/2020	06/08/20	MC AG 2019-001 05/20 Public De	41,750.00	
001.9999.02.512.51.41.001			6/8/2020	06/08/20	MC 05/20 Social Worker Service	1,277.96	
001.9999.02.512.51.41.001			6/8/2020	06/08/20	MC 05/20 Investigator Services	2,410.00	
<b>15818</b>	<b>6/15/2020</b>	<b>000234</b>		<b>HUMANE SOCIETY FOR TACOMA &amp; PC,</b>			<b>\$24,124.30</b>
001.0000.15.554.30.41.008			5/1/2020	IVC0002200	PD AG 2019-030 05/20 Animal Sh	12,062.15	
001.0000.15.554.30.41.008			6/1/2020	IVC0002211	PD AG 2019-030 06/20 Animal Sh	12,062.15	
<b>15819</b>	<b>6/15/2020</b>	<b>000299</b>		<b>LAKEVIEW LIGHT &amp; POWER CO.,</b>			<b>\$9,938.21</b>
101.0000.11.542.64.47.005			5/28/2020	67044-028 05/28/20	PKST 04/24-05/24 Pac Hwy SW &	68.23	
401.0000.41.531.10.47.005			5/28/2020	67044-037 05/28/20	PWSW 04/24-05/24 Pac Hwy SW	45.37	
101.0000.11.542.64.47.005			5/28/2020	67044-038 05/28/20	PKST 04/24-05/24 BP Way & Pac	71.18	
001.0000.11.576.80.47.005			5/28/2020	67044-041 05/28/20	PKFC 04/24-05/24 4721 127th St	35.71	
101.0000.11.542.64.47.005			5/28/2020	67044-043 05/28/20	PKST 04/24-05/24 BPW SW & San	121.79	
101.0000.11.542.64.47.005			5/28/2020	67044-054 05/28/20	PKST 04/24-05/24 11417 Pac Hwy	65.74	
101.0000.11.542.64.47.005			5/28/2020	67044-055 05/28/20	PKST 04/24-05/24 11424 Pac Hwy	67.44	

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101.0000.11.542.64.47.005			5/28/2020	67044-056 05/28/20	PKST 04/24-05/24 11517 Pac Hwy	70.64	
401.0000.41.531.10.47.005			5/28/2020	67044-057 05/28/20	PWSW 04/24-05/24 5118 Seattle	48.59	
101.0000.11.542.64.47.005			5/21/2020	67044-001 05/21/20	PKST 04/17-05/17 100th St SW &	66.89	
101.0000.11.542.64.47.005			5/21/2020	67044-003 05/21/20	PKST 04/17-05/17 Motor Ave & W	82.16	
101.0000.11.542.64.47.005			5/21/2020	67044-005 05/21/20	PKST 04/17-05/17 BP Wy SW & Lk	75.29	
101.0000.11.542.64.47.005			5/21/2020	67044-006 05/21/20	PKST 04/17-05/17 108th St SW &	71.36	
101.0000.11.542.64.47.005			5/21/2020	67044-019 05/21/20	PKST 04/17-05/17 BPW SW & 100t	71.10	
101.0000.11.542.64.47.005			5/21/2020	67044-020 05/21/20	PKST 04/17-05/17 59th AVE SW &	88.86	
101.0000.11.542.64.47.005			5/21/2020	67044-022 05/21/20	PKST 04/17-05/17 GLD SW & BPW	91.63	
101.0000.11.542.64.47.005			5/21/2020	67044-024 05/21/20	PKST 04/17-05/17 GLD SW & Stei	66.55	
001.0000.11.576.80.47.005			5/21/2020	67044-034 05/21/20	PKFC 04/17-05/17 10506 Russell	41.44	
101.0000.11.542.63.47.006			5/21/2020	67044-039 05/21/20	PKST 04/17-05/17 5700 100th St	50.03	
101.0000.11.542.64.47.005			5/21/2020	67044-044 05/21/20	PKST 04/17-05/17 100th SW & LK	72.52	
101.0000.11.542.64.47.005			5/21/2020	67044-046 05/21/20	PKST 0417-05/17 10013 GLD SW	173.05	
101.0000.11.542.64.47.005			5/21/2020	67044-047 05/21/20	PKST 04/17-05/17 59th Ave SW &	73.68	
001.0000.11.576.80.47.005			5/21/2020	67044-063 05/21/20	PKFC 04/17-05/17 6002 Fairlawn	97.97	
101.0000.11.542.64.47.005			5/21/2020	67044-064 05/21/20	PKST 04/17-05/17 93rd St SW &	62.78	
101.0000.11.542.64.47.005			5/21/2020	67044-082 05/21/20	PKST 04/17-05/17 GLD & Mt Tac	153.85	
101.0000.11.542.63.47.006			5/21/2020	67044-086 05/21/20	PKST 04/17-05/17 6119 Motor Av	62.34	
101.0000.11.542.63.47.005			5/21/2020	67044-088 05/21/20	PK 04/17-05/17 11950 47th ST S	48.33	
502.0000.17.521.50.47.005			5/21/2020	117448-001 05/21/20	PKFC 0417-05/17 LKWD Police St	7,893.69	
<b>15820</b>	<b>6/15/2020</b>	<b>003132</b>		<b>LAKEWOLD GARDENS,</b>			<b>\$9,984.89</b>
104.0004.01.557.30.41.001			6/1/2020	201287	HM AG 2020-064 Lodging Tax Gra	9,984.89	
<b>15821</b>	<b>6/15/2020</b>	<b>000288</b>		<b>LAKESWOOD HARDWARE &amp; PAINT INC,</b>			<b>\$169.55</b>
001.0000.11.576.81.31.001			6/11/2020	619296	PKFC Supplies	118.92	
001.0000.11.576.81.31.001			6/11/2020	619355	PKFC Supplies	50.63	
<b>15822</b>	<b>6/15/2020</b>	<b>005490</b>		<b>LAKESWOOD PLAYHOUSE,</b>			<b>\$1,287.68</b>
104.0013.01.557.30.41.001			6/5/2020	06/05/20	HM AG 2020-057 Thru 06/05 Lodg	1,287.68	
<b>15823</b>	<b>6/15/2020</b>	<b>000298</b>		<b>LAKESWOOD TOWING,</b>			<b>\$197.82</b>
001.0000.15.521.10.41.070			5/27/2020	214346	PD 05/27	197.82	
<b>15824</b>	<b>6/15/2020</b>	<b>003008</b>		<b>LARSEN SIGN CO,</b>			<b>\$7,965.56</b>
001.9999.15.525.60.31.001			6/4/2020	27137	PD PK COVID-19 Supplies	2,307.90	
104.0010.01.557.30.44.001			6/2/2020	27127	HM Banners, Aboard Inserts	5,311.47	
001.0000.11.576.81.41.001			5/29/2020	27110	PKFC Custom Printed Designs &	346.19	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>15825</b>	<b>6/15/2020</b>	<b>002296</b>		<b>LEXIS NEXIS,</b>			<b>\$683.58</b>
503.0000.04.518.80.48.003			5/31/2020	3092646522	IT 05/20 LexisNexis	683.58	
<b>15826</b>	<b>6/15/2020</b>	<b>009711</b>		<b>LEXIS NEXIS RISK DATA MGMT INC,</b>			<b>\$45.06</b>
001.0000.15.521.10.41.001			5/31/2020	1226184-20200531	PD 05/20 Person Searches	45.06	
<b>15827</b>	<b>6/15/2020</b>	<b>002185</b>		<b>LOWE'S COMPANIES INC,</b>			<b>\$1,198.31</b>
501.0000.51.548.79.48.005			6/22/2020	923446	PKFL Supplies	26.10	
001.0000.11.576.81.31.001			5/15/2020	924845	PKFC Supplies	21.88	
101.0000.11.544.90.31.001			5/21/2020	923053	PKFC/PKST Supplies	17.20	
101.0000.11.542.64.31.001			5/21/2020	923053	PKFC/PKST Supplies	377.46	
502.0000.17.521.50.31.001			5/20/2020	923712	PKFC Supplies	72.67	
001.0000.11.576.81.31.001			5/20/2020	924455	PKFC Supplies	210.16	
001.0000.11.576.80.31.001			5/12/2020	924511	PKFC Supplies	22.88	
101.0000.11.542.66.31.001			5/4/2020	924165	PKFC/PKST Supplies	313.15	
101.0000.11.544.90.31.001			5/4/2020	924165	PKFC/PKST Supplies	7.29	
502.0000.17.518.35.31.001			5/6/2020	923948	PKFC Supplies	31.08	
001.0000.11.576.80.31.001			4/29/2020	924225	PKFC Supplies	24.95	
001.0000.11.576.80.31.001			4/27/2020	924729	PKFC Supplies	17.12	
001.0000.11.576.80.31.001			4/28/2020	923505	PKFC Supplies	56.37	
<b>15828</b>	<b>6/15/2020</b>	<b>000366</b>		<b>NORTHWEST CASCADE INC,</b>			<b>\$653,420.39</b>
302.0137.21.595.30.63.001			4/30/2020	AG 2020-069 PP # 1	PWCP AG 2020-069 04/09-04/30 S	331,589.00	
302.0137.21.595.30.63.001			5/31/2020	AG 2020-069 PP # 2	PWCP AG 2020-069 05/01-05/31 S	321,831.39	
<b>15829</b>	<b>6/15/2020</b>	<b>009323</b>		<b>OLYMPIC FOUNDRY INC,</b>			<b>\$1,917.00</b>
401.0000.11.531.10.31.030			5/28/2020	IN-4480-2020	PKSW Raw Materials	1,917.00	
<b>15830</b>	<b>6/15/2020</b>	<b>009317</b>		<b>OPTIC FUSION INC,</b>			<b>\$1,524.28</b>
503.0000.04.518.80.42.001			6/1/2020	95-18745	IT 06/20 Internet Connectivity	1,524.28	
<b>15831</b>	<b>6/15/2020</b>	<b>007033</b>		<b>PARAMETRIX,</b>			<b>\$52,576.27</b>
302.0134.21.595.12.41.001			5/29/2020	19144	PWCP AG 2019-076 04/05-05/02 V	8,444.03	
302.0134.21.595.12.41.001			4/14/2020	17993	PWCP AG 2019-076 03/01-04/04 V	44,132.24	
<b>15832</b>	<b>6/15/2020</b>	<b>011211</b>		<b>PHILLIPS PET FOOD &amp; SUPPLIES,</b>			<b>\$1,124.65</b>
001.0000.15.521.10.31.001			6/5/2020	31338978	PD Dog Food	1,124.65	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>15833</b>	<b>6/15/2020</b>	<b>000407</b>		<b>PIERCE COUNTY,</b>			<b>\$6,506.35</b>
001.0000.11.569.50.45.004			6/1/2020	CI-282003	PKSR 05/20 Senior Center Lease	5,351.67	
001.0000.02.237.11.00.002			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	650.68	
105.0001.07.559.20.41.001			6/5/2020	CI-289249	AB 05/20 Recording Fees	426.00	
311.0000.01.535.30.41.001			6/5/2020	CI-289249	PWSC 05/20 Recording Fees	78.00	
<b>15834</b>	<b>6/15/2020</b>	<b>000428</b>		<b>PIERCE COUNTY SEWER,</b>			<b>\$423.71</b>
502.0000.17.518.35.47.004			6/1/2020	00870307 06/01/20	PKFC 05/20 6000 Main St SW	203.27	
502.0000.17.521.50.47.004			6/1/2020	01360914 06/01/20	PKFC 05/20 9401 Lkwd Dr SW	66.43	
001.0000.11.576.81.47.004			6/1/2020	01431285 06/01/20	PKFC 05/20 8200 87th Ave SW	110.41	
101.0000.11.543.50.47.004			6/1/2020	01552201 06/01/20	PKST 05/20 9420 Front St S	43.60	
<b>15835</b>	<b>6/15/2020</b>	<b>007183</b>		<b>PRO-VAC,</b>			<b>\$26,787.47</b>
401.0000.11.531.10.48.001			5/31/2020	40337826	PKSW 05/20 CB Cleaning	25,101.98	
502.0000.17.518.35.48.001			5/8/2020	72462	PKFC 05/08 Clean Pond @ CH	1,685.49	
<b>15836</b>	<b>6/15/2020</b>	<b>007505</b>		<b>REDFLEX TRAFFIC SYSTEMS INC,</b>			<b>\$15,000.00</b>
001.0000.15.521.71.41.080			5/31/2020	INVI-2482	PD 05/20 Photo Enforcement	15,000.00	
<b>15837</b>	<b>6/15/2020</b>	<b>011932</b>		<b>ROBERT W. DROLL,</b>			<b>\$1,414.13</b>
301.0003.11.594.76.41.001			5/25/2020	18021-20	PK AG 2018-115 03/26-04/25 Har	1,414.13	
<b>15838</b>	<b>6/15/2020</b>	<b>011508</b>		<b>SCJ ALLIANCE,</b>			<b>\$7,350.00</b>
301.0037.11.594.76.41.001			6/3/2020	60369	PK AG 2020-084 05/03-05/30 See	7,350.00	
<b>15839</b>	<b>6/15/2020</b>	<b>012410</b>		<b>SOLON, LISA</b>			<b>\$1,400.00</b>
001.9999.11.565.10.41.020			6/15/2020	24	PKHS AG 2019-169 06/01-06/15 L	1,400.00	
<b>15840</b>	<b>6/15/2020</b>	<b>000066</b>		<b>SOUND UNIFORM SOLUTIONS,</b>			<b>\$2,797.43</b>
001.0000.15.521.30.31.008			6/2/2020	2002006SU012	PD Alterations - Jumpsuit	11.57	
001.0000.15.521.22.31.008			6/1/2020	202006SU002	PD Shirts, Nametag, Patches Fo	2,785.86	
<b>15841</b>	<b>6/15/2020</b>	<b>010656</b>		<b>SOUTH SOUND 911,</b>			<b>\$160,947.50</b>
001.0000.15.521.10.41.126			6/2/2020	00140	PD 06/20 Communications Svcs	120,740.00	
001.0000.15.521.10.41.126			6/2/2020	00140	PD 06/20 RMS Svcs	24,540.00	
001.0000.15.521.10.41.126			6/2/2020	00140	PD 06/20 Records/Permitting Sv	8,175.83	
001.0000.15.521.10.41.126			6/2/2020	00140	PD 06/20 Warrant Svcs	7,491.67	
<b>15842</b>	<b>6/15/2020</b>	<b>002881</b>		<b>SPRAGUE PEST SOLUTIONS CO,</b>			<b>\$154.82</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
502.0000.17.518.35.41.001			6/10/2020	4183770	PKFC 06/10 Pest Control CH	64.81	
001.0000.11.576.81.41.001			6/8/2020	4185086	PKFC 06/08 9115 Angle Lane	90.01	
<b>15843</b>	<b>6/15/2020</b>	<b>009493</b>		<b>STAPLES ADVANTAGE,</b>			<b>\$138.00</b>
001.0000.15.521.10.31.001			5/20/2020	3447234016	PD Supplies	77.61	
001.0000.15.521.10.31.001			5/21/2020	3447282963	PD Supplies	60.39	
<b>15844</b>	<b>6/15/2020</b>	<b>012473</b>		<b>STEUCKE ENVIRONMENTAL SVCS LLC,</b>			<b>\$20,020.00</b>
192.0006.07.558.60.41.001			6/8/2020	AG 2019-164 PP # 4	SSMP AG 2019-164 04/15-06/08	17,020.00	
192.0000.00.558.60.41.001			6/8/2020	AG 2019-164 PP # 4	SSMP 04/15-06/08 Conservation	3,000.00	
<b>15845</b>	<b>6/15/2020</b>	<b>011544</b>		<b>STOWE DEV AND STRATEGIES,</b>			<b>\$2,015.00</b>
001.9999.13.558.70.41.001			6/2/2020	41	ED AG 2016-181 05/20 Consultin	2,015.00	
<b>15846</b>	<b>6/15/2020</b>	<b>006497</b>		<b>SYSTEMS FOR PUBLIC SAFETY,</b>			<b>\$13,734.71</b>
501.0000.51.521.10.48.005			6/5/2020	37428	PDLF Other	21.98	
180.0000.15.521.21.48.005			6/5/2020	37539	PDLF Tires	281.27	
501.0000.51.521.10.48.005			5/29/2020	37587	PDLF Other	294.26	
501.0000.51.521.10.48.005			5/29/2020	37596	PDLF A/C	2,972.41	
501.0000.51.521.10.48.005			5/29/2020	37596	PDLF Other	21.98	
501.0000.51.521.10.48.005			5/29/2020	37617	PDLF Other	539.48	
501.0000.51.521.10.48.005			5/29/2020	37640	PDLF Diagnostics	37.18	
501.0000.51.521.10.48.005			5/29/2020	37640	PDLF Steering	190.45	
501.0000.51.521.10.48.005			5/29/2020	37640	PDLF Brakes	568.57	
501.0000.51.521.10.48.005			5/29/2020	37708	PDLF Tire Repair	49.05	
501.0000.51.521.10.48.005			5/29/2020	37710	PDLF Oil Change	89.43	
501.0000.51.521.10.48.005			5/29/2020	37710	PDLF Safety Inspection	24.18	
501.0000.51.521.10.48.005			5/29/2020	37710	PDLF Steering	89.57	
501.0000.51.521.10.48.005			5/29/2020	37710	PDLF Brakes	465.09	
501.0000.51.521.10.48.005			5/29/2020	37710	PDLF Alignment	98.90	
501.0000.51.521.10.48.005			5/29/2020	37712	PDLF Other	66.36	
501.0000.51.521.10.48.005			5/29/2020	37714	PDLF Oil Change	88.51	
501.0000.51.521.10.48.005			5/29/2020	37714	PDLF Safety Inspection	23.26	
501.0000.51.521.10.48.005			5/29/2020	37714	PDLF Brakes	1,006.72	
501.0000.51.521.10.48.005			5/29/2020	37714	PDLF Suspension	656.63	
501.0000.51.521.10.48.005			5/29/2020	37714	PDLF Tire Repair	126.03	
501.0000.51.521.10.48.005			5/29/2020	37714	PDLF Alignment	97.99	
501.0000.51.521.10.48.005			5/29/2020	37731	PDLF Oil Change	90.79	
501.0000.51.521.10.48.005			5/29/2020	37731	PDLF Safety Inspection	25.55	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.48.005			5/29/2020	37731	PDFL Tires	854.57	
501.0000.51.521.10.48.005			5/29/2020	37731	PDFL Brakes	1,009.02	
501.0000.51.521.10.48.005			5/29/2020	37734	PDFL Oil Change	86.00	
501.0000.51.521.10.48.005			5/29/2020	37734	PDFL Safety Inspection	20.76	
501.0000.51.521.10.48.005			5/29/2020	37734	PDFL Other	24.06	
501.0000.51.521.10.48.005			5/29/2020	37762	PDFL Other	49.05	
501.0000.51.521.10.48.005			6/5/2020	37675	PDFL Oil Change	89.04	
501.0000.51.521.10.48.005			6/5/2020	37675	PDFL Safety Inspection	25.55	
501.0000.51.521.10.48.005			6/5/2020	37675	PDFL Brakes	564.88	
501.0000.51.521.10.48.005			6/5/2020	37675	PDFL Electrical	62.72	
501.0000.51.521.10.48.005			6/5/2020	37701	PDFL Oil Change	89.43	
501.0000.51.521.10.48.005			6/5/2020	37701	PDFL Safety Inspection	811.97	
501.0000.51.521.10.48.005			6/5/2020	37701	PDFL Belts	121.20	
501.0000.51.521.10.48.005			6/5/2020	37701	PDFL Brakes	35.39	
501.0000.51.521.10.48.005			6/5/2020	37701	PDFL Wipers	516.46	
501.0000.51.521.10.48.005			6/5/2020	37707	PDFL Wipers	36.76	
501.0000.51.521.10.48.005			6/5/2020	37707	PDFL Safety Inspection	885.10	
501.0000.51.521.10.48.005			6/5/2020	37707	PDFL Belts	19.82	
501.0000.51.521.10.48.005			6/5/2020	37707	PDFL Brakes	472.86	
501.0000.51.521.10.48.005			6/5/2020	37730	PDFL Tires	34.43	
<b>15847</b>	<b>6/15/2020</b>	<b>010945</b>		<b>TRANSPO GROUP USA INC,</b>			<b>\$35,211.25</b>
192.0006.07.558.60.41.001			5/28/2020	24770	SSMP AG 2019-153 Thru 05/22 An	30,211.25	
192.0000.00.558.60.41.001			5/28/2020	24770	SSMP Thru 05/22 JBLM Transpo I	5,000.00	
<b>15848</b>	<b>6/15/2020</b>	<b>000153</b>		<b>TYLER TECHNOLOGIES INC,</b>			<b>\$109.40</b>
503.0000.04.518.80.49.004			5/15/2020	020-24742	IT 06/15-07/14 CaseloadPRO	109.40	
<b>15849</b>	<b>6/15/2020</b>	<b>009372</b>		<b>VENTEK INTERNATIONAL,</b>			<b>\$90.00</b>
503.0000.04.518.80.42.001			6/1/2020	121625	IT 06/20 CCU Server Hosting, D	90.00	
<b>15850</b>	<b>6/15/2020</b>	<b>000593</b>		<b>WASHINGTON STATE TREASURER,</b>			<b>\$48,829.50</b>
001.0000.02.237.10.00.002			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	20,187.88	
001.0000.02.237.10.00.001			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	11,765.69	
001.0000.02.237.30.00.000			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	64.21	
001.0000.02.386.89.15.001			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	26.01	
001.0000.02.237.10.00.007			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	1,745.01	
001.0000.02.386.89.16.001			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	132.96	
001.0000.02.386.89.14.001			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	103.76	

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001.0000.02.237.10.00.008			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	3,491.87	
001.0000.02.237.10.00.009			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	1,331.71	
001.0000.02.386.89.12.001			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	48.82	
001.0000.02.386.89.13.001			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	48.86	
001.0000.02.386.20.02.000			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	0.06	
001.0000.02.237.10.00.003			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	8,795.32	
001.0000.02.237.10.00.006			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	1,087.34	
<b>15851</b>	<b>6/15/2020</b>	<b>009957</b>		<b>WASHINGTON TRACTOR INC,</b>			<b>\$259.54</b>
501.0000.51.548.79.48.005			6/1/2020	2102054	PKFL Replaced Fan Belt	259.54	
<b>15852</b>	<b>6/15/2020</b>	<b>001272</b>		<b>ZUMAR INDUSTRIES INC,</b>			<b>\$3,223.70</b>
101.0000.11.542.64.31.001			5/28/2020	32737	PKST Supplies	796.67	
302.0138.21.595.30.63.001			5/28/2020	32743	PWCP Street Signs - Onyx Dr	2,427.03	
<b>92989</b>	<b>5/29/2020</b>	<b>012524</b>		<b>ARMS UNLIMITED,</b>			<b>\$1,230.00</b>
001.0000.15.521.26.35.010			2/21/2020	AU7108	PD 28300G24 Wilcox L4 G24 Brea	1,230.00	
<b>92990</b>	<b>5/29/2020</b>	<b>012637</b>		<b>ASPIRATIONS BY PAULA,</b>			<b>\$80.00</b>
001.0105.11.347.90.05.001			5/22/2020	2001335.002	PK Farmers Market Refund	80.00	
<b>92991</b>	<b>5/29/2020</b>	<b>012636</b>		<b>BAYER, ADRIANA</b>			<b>\$15.00</b>
001.0105.11.347.90.05.001			5/22/2020	2001326.002	PK Farmers Market Refund	15.00	
<b>92992</b>	<b>5/29/2020</b>	<b>012632</b>		<b>BPB LLC DBA BROTHERS PIZZA &amp; B,</b>			<b>\$15.00</b>
001.0103.11.347.90.00.001			5/11/2020	2001314.002	PK SummerFest Refund	15.00	
<b>92993</b>	<b>5/29/2020</b>	<b>010991</b>		<b>CALLYO 2009 CORP,</b>			<b>\$2,505.72</b>
180.0000.15.521.21.42.001			5/14/2020	R13131	PD 1 Basic System, 8 Callyo Li	2,280.00	
180.0000.15.521.21.42.001			5/14/2020	R13131	Sales Tax	225.72	
<b>92994</b>	<b>5/29/2020</b>	<b>007259</b>		<b>CENTERFORCE,</b>			<b>\$2,500.00</b>
001.0000.11.565.10.41.020			5/15/2020	22613	PKHS AG 2020-020 1Q/20 Inclusi	2,500.00	
<b>92995</b>	<b>5/29/2020</b>	<b>012638</b>		<b>CHAMBERS BAY DISTILLERY,</b>			<b>\$40.00</b>
001.0105.11.347.90.05.001			5/22/2020	2001329.002	PK Farmers Market Refund	40.00	
<b>92996</b>	<b>5/29/2020</b>	<b>009191</b>		<b>CITY OF DUPONT,</b>			<b>\$2,221.62</b>
001.0000.02.229.10.00.003			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	2,221.62	

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<b>92997</b>	<b>5/29/2020</b>	<b>006613</b>		<b>CITY OF UNIVERSITY PLACE,</b>			<b>\$4,692.38</b>
001.0000.02.229.10.00.001			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	4,692.38	
<b>92998</b>	<b>5/29/2020</b>	<b>011684</b>		<b>CLOVER CREEK COUNCIL,</b>			<b>\$10,000.00</b>
401.0000.41.531.10.41.001			5/19/2020	LW004	PWSW AG 2017-129 Council Agree	10,000.00	
<b>92999</b>	<b>5/29/2020</b>	<b>011584</b>		<b>COBAN TECHNOLOGIES INC,</b>			<b>\$307.72</b>
001.0000.15.521.22.35.010			5/19/2020	31261	PD ICVS Edge Hard Drive Uploa	260.00	
001.0000.15.521.22.35.010			5/19/2020	31261	freight	20.00	
001.0000.15.521.22.35.010			5/19/2020	31261	Sales Tax	25.74	
001.0000.15.521.22.35.010			5/19/2020	31261	Sales Tax	1.98	
<b>93000</b>	<b>5/29/2020</b>	<b>003948</b>		<b>COMCAST CORPORATION,</b>			<b>\$305.43</b>
503.0000.04.518.80.42.001			5/15/2020	8498 35 011 2205662	IT 05/25-06/24 9420 Front St S	305.43	
<b>93001</b>	<b>5/29/2020</b>	<b>012639</b>		<b>COUNTRY CLASSICS FARM,</b>			<b>\$340.00</b>
001.0105.11.347.90.05.001			5/22/2020	2001342.002	PK Farmers Market Refund	340.00	
<b>93002</b>	<b>5/29/2020</b>	<b>012645</b>		<b>DANAO, MICHAEL</b>			<b>\$665.00</b>
001.0105.11.347.90.05.001			5/22/2020	20011338.002	PK Farmers Market Refund	665.00	
<b>93003</b>	<b>5/29/2020</b>	<b>008105</b>		<b>DEPARTMENT OF TRANSPORTATION,</b>			<b>\$1,265.74</b>
101.0000.11.544.90.41.001			5/18/2020	RE-313-ATB00518008	PKST/PKSW 04/20 Traffic Mgmt C	843.82	
401.0000.11.531.10.41.001			5/18/2020	RE-313-ATB00518008	PKST/PKSW 04/20 Traffic Mgmt C	421.92	
<b>93004</b>	<b>5/29/2020</b>	<b>002976</b>		<b>DEPT OF LICENSING,</b>			<b>\$78.00</b>
101.0000.11.542.30.49.001			5/21/2020	05/20 Cota	PKST Cota Driving Record	13.00	
101.0000.11.542.30.49.001			5/21/2020	05/20 Cummins	PKST Cummins Driving Record	13.00	
101.0000.11.542.30.49.001			5/21/2020	05/20 Fors	PKST Fors Driving Record	13.00	
101.0000.11.542.30.49.001			5/21/2020	05/20 Pierce-Powell	PKST Pierce-Powell Driving Rec	13.00	
101.0000.11.542.30.49.001			5/21/2020	05/20 Toy	PKST Toy Driving Record	13.00	
101.0000.11.542.64.49.001			5/21/2020	05/20 Williams	PKST Williams Driving Record	13.00	
<b>93005</b>	<b>5/29/2020</b>	<b>012640</b>		<b>DIFFERENTLY AWESOME PUBLISHING,</b>			<b>\$430.00</b>
001.0105.11.347.90.05.001			5/22/2020	2001327.002	PK Farmers Market Refund	430.00	
<b>93006</b>	<b>5/29/2020</b>	<b>006098</b>		<b>DIVE RESCUE INTERNATIONAL INC,</b>			<b>\$261.01</b>
001.0000.15.521.70.35.010			1/16/2020	INV181540	PD Adapter	261.01	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>93007</b>	<b>5/29/2020</b>	<b>012619</b>		<b>DOLLENTE, ENGLEBERT</b>			<b>\$265.00</b>
001.0103.11.347.90.00.001		5/6/2020	2001292.002	PK SummerFest Refund	265.00		
<b>93008</b>	<b>5/29/2020</b>	<b>010425</b>		<b>DOYLE PRINTING COMPANY,</b>			<b>\$341.79</b>
001.0000.15.521.10.49.005		5/26/2020	62331	PD Business Cards Prater & Fel	288.99		
001.0000.15.521.30.49.005		5/26/2020	62331	PD Business Cards Prater & Fel	52.80		
<b>93009</b>	<b>5/29/2020</b>	<b>011744</b>		<b>DR. STEPHEN FRIEDRICK,</b>			<b>\$1,200.00</b>
195.0016.15.521.30.41.001		5/25/2020	101	PD 01/01/19-12/31/19 Phlebotom	1,200.00		
<b>93010</b>	<b>5/29/2020</b>	<b>012626</b>		<b>ELLIOTT, JODI</b>			<b>\$140.00</b>
001.0103.11.347.90.00.001		5/6/2020	2001285.002	PK SummerFest Refund	140.00		
<b>93011</b>	<b>5/29/2020</b>	<b>004710</b>		<b>EQUIFAX CREDIT NORTHWEST CORP,</b>			<b>\$109.90</b>
001.0000.15.521.10.41.001		5/18/2020	5862618	PD 05/20	109.90		
<b>93012</b>	<b>5/29/2020</b>	<b>012642</b>		<b>FRAMED CHIC,</b>			<b>\$115.00</b>
001.0105.11.347.90.05.001		5/22/2020	2001325.002	PK Farmers Market Refund	115.00		
<b>93013</b>	<b>5/29/2020</b>	<b>012628</b>		<b>FRYE, STEVE</b>			<b>\$265.00</b>
001.0103.11.347.90.00.001		5/11/2020	2001319.002	PK SummerFest Refund	265.00		
<b>93014</b>	<b>5/29/2020</b>	<b>012643</b>		<b>GAIA BLENDS,</b>			<b>\$15.00</b>
001.0105.11.347.90.05.001		5/22/2020	2001337.002	PK Farmers Market Refund	15.00		
<b>93015</b>	<b>5/29/2020</b>	<b>012629</b>		<b>GARRINGTON, SHELTON</b>			<b>\$190.00</b>
001.0103.11.347.90.00.001		5/11/2020	2001318.002	PK SummerFest Refund	190.00		
<b>93016</b>	<b>5/29/2020</b>	<b>002662</b>		<b>GENE'S TOWING INC,</b>			<b>\$236.29</b>
001.0000.15.521.10.41.070		5/8/2020	480861	PD 05/08	82.43		
001.0000.15.521.10.41.070		5/14/2020	481067	PD 05/14	76.93		
001.0000.15.521.10.41.070		5/20/2020	481109	PD 05/20	76.93		
<b>93017</b>	<b>5/29/2020</b>	<b>005398</b>		<b>GLOBAL SECURITY &amp;,</b>			<b>\$131.71</b>
101.0000.11.543.50.41.001		5/1/2020	4406173	PKST 05/01-07/31 Fire System M	131.71		
<b>93018</b>	<b>5/29/2020</b>	<b>012621</b>		<b>HAAS, DONYA</b>			<b>\$165.00</b>
001.0103.11.347.90.00.001		5/6/2020	2001290.002	PK SummerFest Refund	165.00		

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>93019</b>	<b>5/29/2020</b>	<b>012624</b>		<b>HAMILTON, JOSEPH</b>			<b>\$265.00</b>
001.0103.11.347.90.00.001			5/6/2020	2001287.002	PK SummerFest Refund	265.00	
<b>93020</b>	<b>5/29/2020</b>	<b>012635</b>		<b>HEALEY, JAN</b>			<b>\$50.00</b>
001.0101.11.347.30.07.001			5/22/2020	2001324.002	PK 06/20 BD Party Refund	50.00	
<b>93021</b>	<b>5/29/2020</b>	<b>012630</b>		<b>HEIMANA PRODUCTION,</b>			<b>\$190.00</b>
001.0103.11.347.90.00.001			5/11/2020	2001317.002	PK SummerFest Refund	190.00	
<b>93022</b>	<b>5/29/2020</b>	<b>012641</b>		<b>HOBBS, ERIN</b>			<b>\$30.00</b>
001.0105.11.347.90.05.001			5/22/2020	2001330.002	PK Farmers Market Refund	30.00	
<b>93023</b>	<b>5/29/2020</b>	<b>012644</b>		<b>HOJO POTTERY,</b>			<b>\$340.00</b>
001.0105.11.347.90.05.001			5/22/2020	2001336.002	PK Farmers Market Refund	340.00	
<b>93024</b>	<b>5/29/2020</b>	<b>009994</b>		<b>KPFF INC,</b>			<b>\$14,304.50</b>
311.0005.21.594.35.41.001			5/14/2020	323488	PWSC AG 2020-070 Thru 04/30 Ma	14,304.50	
<b>93025</b>	<b>5/29/2020</b>	<b>000300</b>		<b>LAKESWOOD WATER DISTRICT,</b>			<b>\$2,002.44</b>
101.0000.11.542.70.47.001			5/13/2020	26572-75741 05/13/20	PKST B/F & 04/08-05/04 10000 G	70.12	
101.0000.11.542.70.47.001			5/13/2020	26638-75741 05/13/20	PKST B/F, Turn On & 04/10-04/3	77.00	
101.0000.11.542.70.47.001			5/13/2020	26756-75741 05/13/20	PKST B/F & 04/08-04/30 SE CO B	67.00	
101.0000.11.542.70.47.001			5/13/2020	26996-75741 05/13/20	PKST B/F & 04/08-04/30 12200 P	70.12	
101.0000.11.542.70.47.001			5/13/2020	26997-75739 05/13/20	PKST B/F & 04/08-04/30 Pacific	70.12	
101.0000.11.542.70.47.001			5/13/2020	27347-75741 05/13/20	PKST B/F, Turn On & 04/10-04/3	77.00	
101.0000.11.542.70.47.001			5/13/2020	27417-75741 05/13/20	PKST B/F & 04/10-05/04 GLD/Mt	70.12	
001.0000.11.576.81.47.001			5/13/2020	27583-75741 05/13/20	PKFC 08/30/19-03/23/20 9115 An	53.06	
101.0000.11.542.70.47.001			5/13/2020	13318-75741 05/13/20	PKST B/F & 04/08-04/30 WA Blvd	70.12	
101.0000.11.542.70.47.001			5/13/2020	13641-75741 05/13/20	PKST B/F & 04/08-04/30 0 GLD &	70.12	
101.0000.11.542.70.47.001			5/13/2020	15034-75741 05/13/20	PKST B/F & 04/08-04/30 SW Corn	67.00	
001.0000.11.576.80.47.001			5/13/2020	15036-75741 05/13/20	PKFC B/F & 04/08-04/30 127th &	86.94	
001.0000.11.576.80.47.001			5/13/2020	15040-75741 05/13/20	PKFC 03/01-04/30 4723 127th St	64.97	
101.0000.11.542.70.47.001			5/13/2020	15050-75741 05/13/20	PKST BackFlow Test 0 Lincoln &	27.00	
101.0000.11.542.70.47.001			5/13/2020	16302-75741 05/13/20	PKST B/F & 04/08-05/04 GLD & 1	70.12	
502.0000.17.518.35.47.001			5/13/2020	16699-75741 05/13/20	PKFC B/F & 03/11-05/04 6000 Ma	91.97	
502.0000.17.518.35.47.001			5/13/2020	16702-75740 05/13/20	PKFC B/F & 03/02-05/04 6000 Ma	324.22	
502.0000.17.518.35.47.001			5/13/2020	16706-75740 05/13/20	PKFC B/F & 03/05-05/04 6000 Ma	70.12	
101.0000.11.542.70.47.001			5/13/2020	16713-75741 05/13/20	PKST B/F & 03/05-05/04 0 59th	230.89	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.70.47.001			5/19/2020	17278-75741 05/19/20	PKST BackFlow Test BP & 100th	27.00	
101.0000.11.542.70.47.001			5/19/2020	20229-75741 05/19/20	PKST 03/08-05/07 11201 Old Mil	40.00	
001.0000.11.576.80.47.001			5/19/2020	20378-75741 05/19/20	PKFC Turn On, B/F & 04/10-05/0	101.97	
101.0000.11.542.70.47.001			5/19/2020	27571-75741 05/19/20	PKST 07/19/19-08/21/19 0 123rd	105.46	
<b>93026</b>	<b>5/29/2020</b>	<b>004680</b>		<b>LANGUAGE LINE SERVICES,</b>			<b>\$41.45</b>
001.0000.02.512.51.49.009			4/30/2020	4808255	MC 04/20	41.45	
<b>93027</b>	<b>5/29/2020</b>	<b>010474</b>		<b>LEWIS COUNTY CHEMICAL,</b>			<b>\$1,787.99</b>
001.9999.15.525.60.31.001			3/19/2020	172492	PD PKFC COVID-19 Supplies	942.98	
001.9999.15.525.60.31.001			5/13/2020	172492A	PD PKFL COVID-19 Supplies	142.16	
001.0000.11.576.80.31.001			5/13/2020	172492A	PKFL Supplies	702.85	
<b>93028</b>	<b>5/29/2020</b>	<b>012634</b>		<b>LINDQUIST DENTAL CLINIC,</b>			<b>\$40.00</b>
001.0103.11.347.90.00.001			5/11/2020	2001312.002	PK SummerFest Refund	40.00	
<b>93029</b>	<b>5/29/2020</b>	<b>006029</b>		<b>LLOYD ENTERPRISES INC,</b>			<b>\$1,562.68</b>
001.0000.11.576.81.31.030			5/6/2020	3318568	PKFC Rocks: Ft Steil Pk	1,562.68	
<b>93030</b>	<b>5/29/2020</b>	<b>012618</b>		<b>MANTHEI, KARIN</b>			<b>\$30.00</b>
001.0000.00.229.10.00.004			5/18/2020	05/18/20 Refund	PK Annual Pass Refund (2)	2.56	
001.0101.11.347.30.06.001			5/18/2020	05/18/20 Refund	PK Annual Pass Refund (2)	27.44	
<b>93031</b>	<b>5/29/2020</b>	<b>012646</b>		<b>NATURAL TRACE,</b>			<b>\$190.00</b>
001.0105.11.347.90.05.001			5/22/2020	2001331.002	PK Farmers Market Refund	190.00	
<b>93032</b>	<b>5/29/2020</b>	<b>010743</b>		<b>NISQUALLY INDIAN TRIBE,</b>			<b>\$38,285.00</b>
001.0000.15.521.10.41.125			3/31/2020	21469	PD 03/20	24,310.00	
001.0000.15.521.10.41.125			4/30/2020	21482	PD 04/20	13,975.00	
<b>93033</b>	<b>5/29/2020</b>	<b>012647</b>		<b>NJKCLAY,</b>			<b>\$290.00</b>
001.0105.11.347.90.05.001			5/22/2020	2001332.002	PK Farmers Market Refund	290.00	
<b>93034</b>	<b>5/29/2020</b>	<b>012623</b>		<b>NOVICK, CHRISTINE</b>			<b>\$265.00</b>
001.0103.11.347.90.00.001			5/6/2020	2001288.002	PK SummerFest Refund	265.00	
<b>93035</b>	<b>5/29/2020</b>	<b>012648</b>		<b>PASHMINA PALACE,</b>			<b>\$340.00</b>
001.0105.11.347.90.05.001			5/22/2020	2001340.002	PK Farmers Market Refund	340.00	



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<b>93036</b>	<b>5/29/2020</b>	<b>000420</b>		<b>PIERCE TRANSIT,</b>			<b>\$40.00</b>
001.0103.11.347.90.00.001			5/6/2020	2001293.002	PK SummerFest Refund	40.00	
<b>93037</b>	<b>5/29/2020</b>	<b>000445</b>		<b>PUGET SOUND ENERGY,</b>			<b>\$1,756.49</b>
101.0000.11.542.63.47.006			5/18/2020	400002688051	PKST Connection Fee 8405 Berke	611.12	
502.0000.17.518.35.47.011			5/19/2020	200018357661 5/19/20	PKFC 04/17-05/18 6000 Main St	494.57	
502.0000.17.521.50.47.011			5/18/2020	200008745289 5/18/20	PKFC 04/16-05/15 9401 Lkwd Dr	183.35	
101.0000.11.542.64.47.005			5/21/2020	300000005037 5/21/20	PKST 03/32-04/29 Gravelly Lk &	365.63	
001.0000.11.576.81.47.005			5/20/2020	200001527551 5/20/20	PKFC 04/20-05/19 9115 Angle Ln	101.82	
<b>93038</b>	<b>5/29/2020</b>	<b>005342</b>		<b>RAINIER LIGHTING &amp; ELECTRICAL,</b>			<b>\$128.25</b>
502.0000.17.518.30.31.001			5/12/2020	526235-1	PKFC Supplies	26.38	
502.0000.17.518.30.31.001			5/13/2020	528051-2	PKFC Lights	49.46	
502.0000.17.518.30.31.001			4/17/2020	527489-1	PKFC Supplies	32.97	
001.0000.11.576.81.31.001			4/17/2020	527688-1	PKFC Supplies	19.44	
<b>93039</b>	<b>5/29/2020</b>	<b>011105</b>		<b>RWC INTERNATIONAL LTD,</b>			<b>\$1,035.67</b>
501.0000.51.548.79.48.005			5/21/2020	1211113	PKFL Reset Hydraulic Pressure	1,035.67	
<b>93040</b>	<b>5/29/2020</b>	<b>012622</b>		<b>SIENKIEWICH, CHRIS</b>			<b>\$115.00</b>
001.0103.11.347.90.00.001			5/6/2020	2001289.002	PK SummerFest Refund	115.00	
<b>93041</b>	<b>5/29/2020</b>	<b>010348</b>		<b>SME SOLUTIONS, LLC,</b>			<b>\$950.00</b>
502.0000.17.521.50.48.001			4/30/2020	298486	PKFC Compliance Testing	950.00	
<b>93042</b>	<b>5/29/2020</b>	<b>012625</b>		<b>STALKER, RILEY</b>			<b>\$40.00</b>
001.0103.11.347.90.00.001			5/6/2020	2001286.002	PK SummerFest Refund	40.00	
<b>93043</b>	<b>5/29/2020</b>	<b>012631</b>		<b>SUZIES TOYS,</b>			<b>\$140.00</b>
001.0103.11.347.90.00.001			5/11/2020	2001315.002	PK SummerFest Refund	140.00	
<b>93044</b>	<b>5/29/2020</b>	<b>000530</b>		<b>SWARNER COMMUNICATIONS,</b>			<b>\$500.00</b>
104.0010.01.557.30.44.001			5/21/2020	87565	HM JBLM AFD Welcome Pkg	500.00	
<b>93045</b>	<b>5/29/2020</b>	<b>012620</b>		<b>THAI-U-UP,</b>			<b>\$265.00</b>
001.0103.11.347.90.00.001			5/6/2020	2001291.002	PK SummerFest Refund	265.00	
<b>93046</b>	<b>5/29/2020</b>	<b>005831</b>		<b>TOWN OF STEILACOOM,</b>			<b>\$3,767.35</b>
001.0000.02.229.10.00.002			5/19/2020	04/20 Court Remit	MC 04/20 Court Remit	3,767.35	

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<b>93047</b>	<b>5/29/2020</b>	<b>002509</b>		<b>VERIZON WIRELESS,</b>			<b>\$718.14</b>
503.0000.04.518.80.42.001			5/16/2020	9854741064	IT 04/17-05/16 Phone	17.61	
503.0000.04.518.80.42.001			5/16/2020	9854741064	IT 04/17-05/16 Phone	170.88	
503.0000.04.518.80.42.001			5/16/2020	9854741064	IT 04/17-05/16 Phone	140.95	
503.0000.04.518.80.42.001			5/16/2020	9854741064	IT 04/17-05/16 Phone	35.24	
503.0000.04.518.80.42.001			5/16/2020	9854741065	IT 04/17-05/16 Phone	128.94	
503.0000.04.518.80.42.001			5/16/2020	9854741065	IT 04/17-05/16 Phone	176.76	
503.0000.04.518.80.42.001			5/16/2020	9854775992	IT 04/17-05/16 Phone	47.76	
<b>93048</b>	<b>5/29/2020</b>	<b>002509</b>		<b>VERIZON WIRELESS,</b>			<b>\$245.09</b>
503.0000.04.518.80.42.001			5/14/2020	INV19557977	IT 03/20 GPS	245.09	
<b>93049</b>	<b>5/29/2020</b>	<b>007973</b>		<b>VERMEER NORTHWEST SALES INC,</b>			<b>\$2,195.76</b>
501.0000.51.548.79.48.005			4/20/2020	W09400	PKFL Maintenance	2,195.76	
<b>93050</b>	<b>5/29/2020</b>	<b>012633</b>		<b>WA OPERATION LIFESAVER,</b>			<b>\$40.00</b>
001.0103.11.347.90.00.001			5/11/2020	2001313.002	PK SummerFest Refund	40.00	
<b>93051</b>	<b>5/29/2020</b>	<b>011595</b>		<b>WALTER E NELSON CO,</b>			<b>\$1,719.75</b>
001.9999.15.525.60.31.001			5/19/2020	759153	PD PKFC COVID-19 Supplies	83.06	
001.9999.15.525.60.31.001			5/19/2020	759165	PD PKFC COVID-19 Supplies	177.91	
001.9999.15.525.60.31.001			5/22/2020	759608	PD PKFC COVID-19 Supplies	535.28	
001.9999.15.525.60.31.001			5/27/2020	760000	PD PKFL COVID-19 Supplies	127.00	
001.9999.15.525.60.31.001			5/27/2020	760017	PD PKFL COVID-19 Supplies	764.68	
001.9999.15.525.60.31.001			5/15/2020	758647	PD PKFC COVID-19 Supplies	31.82	
<b>93052</b>	<b>5/29/2020</b>	<b>000595</b>		<b>WASHINGTON ASSOC OF SHERIFFS,</b>			<b>\$868.49</b>
001.0000.02.523.30.41.001			4/30/2020	EM 2020-00269	MC 04/20 Home Monitoring	868.49	
<b>93053</b>	<b>5/29/2020</b>	<b>012627</b>		<b>WHITING, IAN</b>			<b>\$265.00</b>
001.0103.11.347.90.00.001			5/6/2020	2001284.002	PK SummerFest Refund	265.00	
<b>93054</b>	<b>5/29/2020</b>	<b>008553</b>		<b>ZONES INC,</b>			<b>\$911.03</b>
001.9999.15.525.60.35.003			5/14/2020	K15101830101	PD IT COVID-19 Acrobat Pro 201	484.49	
001.9999.15.525.60.35.003			5/14/2020	K15127270101	PD IT COVID-19 Visio Pro 2019	472.49	
503.0000.04.518.80.35.030				FTC00019543	IT Credit For Item Too Small F	-45.95	
<b>93055</b>	<b>6/8/2020</b>	<b>012593</b>		<b>GAINTER, BRIAN</b>			<b>\$3,570.00</b>

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001.0000.00.233.10.00.000			4/23/2020	Ref000187474	04/20-LU1900201 DENIED-REFUND	3,570.00	
<b>93056</b>	<b>6/8/2020</b>	<b>012652</b>		<b>YANEZ, SEBASTIAN</b>			<b>\$4,150.00</b>
105.0001.07.559.20.41.001			6/8/2020	06/08/20 Relocate	AB Sebastian Yanez Relocation	4,150.00	
<b>93057</b>	<b>6/15/2020</b>	<b>010899</b>		<b>ACCESS INFORMATION MANAGEMENT,</b>			<b>\$2,641.10</b>
001.0000.06.514.30.41.001			5/31/2020	8176796	LG AG 2015-198 05/20 Record Re	2,641.10	
<b>93058</b>	<b>6/15/2020</b>	<b>002293</b>		<b>AHBL INC,</b>			<b>\$3,010.00</b>
302.0135.21.595.12.41.001			4/30/2020	119276	PWCP 03/26-04/25 On-Call Surve	3,010.00	
<b>93059</b>	<b>6/15/2020</b>	<b>008307</b>		<b>AT&amp;T MOBILITY,</b>			<b>\$1,115.48</b>
503.0000.04.518.80.42.001			5/19/2020	287296255265 5/19/20	IT Thru 05/19 Phone	4,163.53	
503.0000.04.518.80.42.001				287296255265 4/19/20	IT Thru 04/19	-3,048.05	
<b>93060</b>	<b>6/15/2020</b>	<b>012025</b>		<b>CHI FRANCISCAN OCCUP HEALTH,</b>			<b>\$120.00</b>
001.0000.09.518.10.41.001			6/1/2020	00009886-00	HR 05/21 Physical-DOT For Cumm	120.00	
<b>93061</b>	<b>6/15/2020</b>	<b>009191</b>		<b>CITY OF DUPONT,</b>			<b>\$1,800.73</b>
001.0000.02.229.10.00.003			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	1,800.73	
<b>93062</b>	<b>6/15/2020</b>	<b>006613</b>		<b>CITY OF UNIVERSITY PLACE,</b>			<b>\$8,114.78</b>
001.0000.02.229.10.00.001			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	8,114.78	
<b>93063</b>	<b>6/15/2020</b>	<b>003948</b>		<b>COMCAST CORPORATION,</b>			<b>\$279.50</b>
180.0000.15.521.21.42.001			6/6/2020	8498 30 099 0003937	PD 06/16-07/15 TLSO Modem	279.50	
<b>93064</b>	<b>6/15/2020</b>	<b>005814</b>		<b>CUMMINS NORTHWEST LLC,</b>			<b>\$2,775.42</b>
502.0000.17.521.50.48.001			6/7/2020	01-77546	PKFC 05/21 Loadbank Test @ PD	1,601.14	
502.0000.17.518.35.48.001			6/7/2020	01-77549	PKFC 05/22 Loadbank Test @ CH	1,174.28	
<b>93065</b>	<b>6/15/2020</b>	<b>012349</b>		<b>CURRIN, ANDREA</b>			<b>\$30.00</b>
001.0101.11.347.30.06.001			5/27/2020	05/27/20 Refund	PK Annual Pass Refund	27.44	
001.0000.00.229.10.00.004			5/27/2020	05/27/20 Refund	PK Annual Pass Refund	2.56	
<b>93066</b>	<b>6/15/2020</b>	<b>009472</b>		<b>DISH NETWORK LLC,</b>			<b>\$164.01</b>
503.0000.04.518.80.42.001			6/4/2020	8255 7070 8168 1616	IT 06/16-07/15 PD TV/HD RECEIV	164.01	
<b>93067</b>	<b>6/15/2020</b>	<b>010540</b>		<b>DOWNHOME SOLUTIONS,</b>			<b>\$1,005.59</b>

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190.0004.52.559.31.41.001			6/1/2020	6490	CDBG 07/01/20-06/30/21 Annual	1,005.59	
<b>93068</b>	<b>6/15/2020</b>	<b>000166</b>		<b>FEDERAL EXPRESS,</b>			<b>\$603.30</b>
001.0000.99.518.40.42.002			5/29/2020	7-024-10746	ND 05/22 PD Shipping	603.30	
<b>93069</b>	<b>6/15/2020</b>	<b>005176</b>		<b>FORESTRY SUPPLIERS INC,</b>			<b>\$73.53</b>
401.0000.41.531.10.31.001			5/12/2020	704943-00	PWSW Supplies	73.53	
<b>93070</b>	<b>6/15/2020</b>	<b>009728</b>		<b>HSA BANK,</b>			<b>\$99.00</b>
001.0000.09.518.10.41.001			6/4/2020	W238284	HR 05/20 Svc Fee	99.00	
<b>93071</b>	<b>6/15/2020</b>	<b>010885</b>		<b>JOHNSTON GROUP LLC,</b>			<b>\$4,500.00</b>
001.0000.03.513.10.41.001			6/1/2020	1066	CM AG 2019-172 06/20 Fed. Gov.	4,500.00	
<b>93072</b>	<b>6/15/2020</b>	<b>012653</b>		<b>KASACHEV, GEORGE</b>			<b>\$15.00</b>
001.0101.11.347.30.06.001			6/8/2020	009818	PK Refund Due To Mechanical Fa	13.72	
001.0000.00.229.10.00.004			6/8/2020	009818	PK Refund Due To Mechanical Fa	1.28	
<b>93073</b>	<b>6/15/2020</b>	<b>011961</b>		<b>KELLEY CONNECT,</b>			<b>\$4,164.47</b>
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	128.02	
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	0.38	
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	17.51	
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	91.39	
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	32.31	
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	217.57	
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	13.04	
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	3.28	
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	451.97	
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	29.01	
503.0000.04.518.80.45.002			5/21/2020	IN676301	IT 03/20 Copier	1,049.63	
503.0000.04.518.80.45.002			5/21/2020	IN676307	IT 04/20 Copier	83.77	
503.0000.04.518.80.45.002			5/21/2020	IN676307	IT 04/20 Copier	7.66	
503.0000.04.518.80.45.002			5/21/2020	IN676307	IT 04/20 Copier	50.43	
503.0000.04.518.80.45.002			5/21/2020	IN676307	IT 04/20 Copier	5.88	
503.0000.04.518.80.45.002			5/21/2020	IN676307	IT 04/20 Copier	91.73	
503.0000.04.518.80.45.002			5/21/2020	IN676307	IT 04/20 Copier	3.69	
503.0000.04.518.80.45.002			5/21/2020	IN676307	IT 04/20 Copier	30.24	
503.0000.04.518.80.45.002			5/21/2020	IN676307	IT 04/20 Copier	161.59	
503.0000.04.518.80.45.002			5/21/2020	IN676307	IT 04/20 Copier	6.50	

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503.0000.04.518.80.45.002			5/21/2020	IN676307	IT 04/20 Copier	579.61	
503.0000.04.518.80.45.002			5/29/2020	IN679035	IT 05/20 Copier	88.59	
503.0000.04.518.80.45.002			5/29/2020	IN679035	IT 05/20 Copier	10.29	
503.0000.04.518.80.45.002			5/29/2020	IN679035	IT 05/20 Copier	60.06	
503.0000.04.518.80.45.002			5/29/2020	IN679035	IT 05/20 Copier	1.31	
503.0000.04.518.80.45.002			5/29/2020	IN679035	IT 05/20 Copier	134.00	
503.0000.04.518.80.45.002			5/29/2020	IN679035	IT 05/20 Copier	9.86	
503.0000.04.518.80.45.002			5/29/2020	IN679035	IT 05/20 Copier	323.45	
503.0000.04.518.80.45.002			5/29/2020	IN679035	IT 05/20 Copier	11.11	
503.0000.04.518.80.45.002			5/29/2020	IN679035	IT 05/20 Copier	470.59	
<b>93074</b>	<b>6/15/2020</b>	<b>000300</b>		<b>LAKESWOOD WATER DISTRICT,</b>			<b>\$1,366.41</b>
001.0000.11.576.80.47.001			6/2/2020	10084-75741 06/02/20	PKFC 04/10-05/19 6002 Fairlawn	64.97	
001.0000.11.576.80.47.001			6/2/2020	10152-75741 06/02/20	PKFC 03/20-05/19 59th Ave & Fa	40.00	
101.0000.11.542.70.47.001			6/2/2020	10567-75741 06/02/20	PKST 03/20-05/19 8902 Meadow R	40.00	
001.0000.11.576.81.47.001			6/2/2020	11535-75741 06/02/20	PKFC 03/20-05/19 8714 87th Ave	516.22	
101.0000.11.542.70.47.001			6/2/2020	12584-75741 06/02/20	PKST 04/08-05/22 Traffic Islan	40.00	
101.0000.11.542.70.47.001			6/2/2020	12585-75741 06/02/20	PKST 04/08-05/22 Traffic Islan	43.12	
101.0000.11.542.70.47.001			6/2/2020	12586-75741 06/02/20	PKST 03/23-05/22 Traffic Islan	40.00	
101.0000.11.542.70.47.001			6/2/2020	12796-75741 06/02/20	PKST 03/23-05/22 Traffic Islan	43.12	
001.0000.11.576.81.47.001			6/2/2020	27581-75741 06/02/20	PKFC 03/23-05/22 9101 Angle Ln	49.33	
001.0000.11.576.81.47.001			6/2/2020	27583-75741 06/02/20	PKFC 03/23-05/22 9115 Angle Ln	40.00	
001.0000.11.576.81.47.001			6/2/2020	27586-75741 06/02/20	PKFC 03/23-05/22 9349 Angle LN	40.00	
001.0000.11.576.81.47.001			6/2/2020	26554-75741 06/02/20	PKFC 03/20-05/19 8714 87th Ave	52.48	
101.0000.11.542.70.47.001			6/2/2020	26901-75741 06/02/20	PKST 04/10-05/19 0 BP & GLD SW	64.97	
001.0000.11.576.81.47.001			6/2/2020	26978-75741 06/02/20	PKFC 04/08-05/19 8714 87th Ave	139.42	
101.0000.11.542.70.47.001			6/2/2020	26979-75739 06/02/20	PKST 03/20-05/19 0 Steil & GLD	43.12	
001.0000.11.576.81.47.001			5/27/2020	27555-75741 05/27/20	PKFC 03/16-05/15 0 Steil Blvd	109.66	
<b>93075</b>	<b>6/15/2020</b>	<b>005685</b>		<b>LEMAY MOBILE SHREDDING,</b>			<b>\$303.80</b>
001.0000.15.521.10.41.001			6/1/2020	4659578	PD 05/20 Shredding	303.80	
<b>93076</b>	<b>6/15/2020</b>	<b>010474</b>		<b>LEWIS COUNTY CHEMICAL,</b>			<b>\$369.17</b>
001.9999.15.525.60.31.001			5/20/2020	172492B	PD PK COVID-19 Supplies	369.17	
<b>93077</b>	<b>6/15/2020</b>	<b>000343</b>		<b>MPH INDUSTRIES INC,</b>			<b>\$272.30</b>
001.0000.15.521.70.48.001			6/4/2020	6010602	PD 02/18 Service Call	272.30	
<b>93078</b>	<b>6/15/2020</b>	<b>002474</b>		<b>NATIONAL BARRICADE CO LLC,</b>			<b>\$427.24</b>

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001.9999.15.525.60.31.001			5/31/2020	286897	PD PKFC COVID-19 Supplies	427.24	
<b>93079</b>	<b>6/15/2020</b>	<b>011393</b>		<b>NAVIA BENEFIT SOLUTIONS,</b>			<b>\$228.25</b>
001.0000.09.518.10.41.001			5/29/2020	10256540	HR 05/20 Participant Fee	228.25	
<b>93080</b>	<b>6/15/2020</b>	<b>012649</b>		<b>NIKOLAO, KEELY</b>			<b>\$190.00</b>
001.0102.11.347.30.08.000			5/26/2020	2001343.002	PK Refund 06/14 Cancelled Grad	190.00	
<b>93081</b>	<b>6/15/2020</b>	<b>010743</b>		<b>NISQUALLY INDIAN TRIBE,</b>			<b>\$21,013.68</b>
001.0000.15.521.10.41.125			3/31/2020	21543	PD 03/20 Inmate Pharmaceutical	18.68	
001.0000.15.521.10.41.125			5/31/2020	21523	PD 05/20	20,995.00	
<b>93082</b>	<b>6/15/2020</b>	<b>000930</b>		<b>PACIFIC PLANTS INC,</b>			<b>\$461.58</b>
001.0000.11.542.70.31.001			5/21/2020	89259	PKST Supplies	461.58	
<b>93083</b>	<b>6/15/2020</b>	<b>006117</b>		<b>PETTY CASH,</b>			<b>\$80.56</b>
001.0000.15.521.26.35.010			6/11/2020	05/20 JN	PD Markert: Thread Locker	14.28	
001.9999.15.525.60.31.001			6/11/2020	05/20 JN	PD Sivanko: Covid-19 Supplies	22.10	
001.0000.15.521.70.31.005			6/11/2020	05/20 JN	PD Fraser: Meals For MCRT Call	44.18	
<b>93084</b>	<b>6/15/2020</b>	<b>012352</b>		<b>PREMIER MEDIA GROUP,</b>			<b>\$150.00</b>
104.0010.01.557.30.44.001			6/1/2020	2020-29898	HM South Sound Business Facebo	150.00	
<b>93085</b>	<b>6/15/2020</b>	<b>010204</b>		<b>PROTECT YOUTH SPORTS,</b>			<b>\$9.95</b>
001.0000.09.518.10.41.001			5/31/2020	801957	HR 05/20 NA'TL COMBO SEARCH	9.95	
<b>93086</b>	<b>6/15/2020</b>	<b>000445</b>		<b>PUGET SOUND ENERGY,</b>			<b>\$1,556.50</b>
101.0000.11.542.63.47.006			6/1/2020	220008814687 6/1/20	PKST 04/29-05/31 7000 150th St	19.34	
101.0000.11.542.63.47.006			6/1/2020	220017817689 6/1/20	PKST 04/29-05/31 11521 GLD SW	65.50	
001.0000.11.576.80.47.005			6/1/2020	220018963391 6/1/20	PKFC 04/29-05/31 10365 112th S	60.47	
001.0000.11.576.80.47.005			6/1/2020	200001526637 6/1/20	PKFC 04/29-05/31 9222 Veteran'	45.24	
001.0000.11.576.80.47.005			6/1/2020	200004973653 6/1/20	PKFC 04/29-05/31 14717 Woodlaw	85.63	
101.0000.11.542.63.47.006			6/1/2020	200006381095 6/1/20	PKST 04/29-05/31 7819 150th St	20.34	
001.0000.11.576.80.47.005			6/1/2020	300000000129 6/1/20	PKFC 04/29-05/31 11500 Militar	158.08	
101.0000.11.542.63.47.006			6/1/2020	300000007165 6/1/20	PKST 05/01-06/01 N of Lk WA Bl	493.45	
001.0000.11.576.80.47.005			6/1/2020	300000010268 6/1/20	PKFC 04/29-05/31 Woodlawn Ave	130.81	
001.0000.11.576.80.47.005			5/26/2020	220002793168 5/26/20	PKFC 04/23-05/22 8807 25th Ave	50.74	
001.0000.11.576.81.47.005			5/26/2020	300000010896 5/26/20	PKFC 04/20-05/19 Ft Steil Park	200.09	
001.0000.11.576.81.47.005			5/26/2020	300000010938 5/26/20	PKFC 04/20-05/19 8802 Dresden	146.27	

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001.0000.11.576.81.47.005			5/22/2020	200001527346 5/22/20	PKFC 04/22-05/21 8714 87th Ave	10.31	
001.0000.11.576.81.47.005			5/22/2020	220017468871 5.22/20	PKFC 04/22-05/21 9107 Angle La	70.23	
<b>93087</b>	<b>6/15/2020</b>	<b>010478</b>		<b>RICOH USA INC,</b>			<b>\$375.85</b>
503.0000.04.518.80.45.002			5/22/2020	103701717	IT 05/18-06/17 Copier	375.85	
<b>93088</b>	<b>6/15/2020</b>	<b>009925</b>		<b>SHOPE CONCRETE PRODUCTS CO,</b>			<b>\$633.02</b>
401.0000.11.531.10.31.030			5/27/2020	10000868	PWSW Supplies	633.02	
<b>93089</b>	<b>6/15/2020</b>	<b>011227</b>		<b>SHOW CASE MEDIA,</b>			<b>\$936.00</b>
104.0011.01.557.30.44.001			5/20/2020	3555	HM SummerFest New Neighbors Gu	468.00	
104.0010.01.557.30.44.001			5/20/2020	3556	HM Farmers Mkt New Neighbors G	468.00	
<b>93090</b>	<b>6/15/2020</b>	<b>010447</b>		<b>SPECIAL SERVICES GROUP LLC,</b>			<b>\$587.97</b>
180.0000.15.521.21.31.001			4/14/2020	13990	PD Supplies	587.97	
<b>93091</b>	<b>6/15/2020</b>	<b>005831</b>		<b>TOWN OF STEILACOOM,</b>			<b>\$4,546.35</b>
001.0000.02.229.10.00.002			6/10/2020	05/20 Court Remit	MC 05/20 Court Remit	4,546.35	
<b>93092</b>	<b>6/15/2020</b>	<b>010640</b>		<b>TRANSUNION RISK AND,</b>			<b>\$121.22</b>
001.0000.15.521.21.41.001			6/1/2020	212084 05/20	PD 05/20 People Searches	121.22	
<b>93093</b>	<b>6/15/2020</b>	<b>011893</b>		<b>UNIVERSITY OF WA FOUNDATION,</b>			<b>\$10,000.00</b>
192.0000.00.558.60.41.001			6/9/2020	2020 Impact Analysis	SSMP 2020 JBLM Reg'l Econ. Imp	10,000.00	
<b>93094</b>	<b>6/15/2020</b>	<b>001255</b>		<b>US POSTMASTER,</b>			<b>\$5,068.85</b>
001.0000.99.518.40.42.002			6/8/2020	06/08/20 Permit 2160	ND Permit 2160: Summer Lkwd Co	5,068.85	
<b>93095</b>	<b>6/15/2020</b>	<b>009856</b>		<b>UTILITIES UNDERGROUND LOCATION,</b>			<b>\$595.98</b>
101.0000.11.544.90.41.001			5/31/2020	0050164	PKST/PKSW 05/20 Excavation Not	297.99	
401.0000.11.531.10.41.001			5/31/2020	0050164	PKST/PKSW 05/20 Excavation Not	297.99	
<b>93096</b>	<b>6/15/2020</b>	<b>002509</b>		<b>VERIZON WIRELESS,</b>			<b>\$100.00</b>
180.0000.15.521.21.41.001			6/9/2020	200145300-12049996	PD Preservation For Case 20-61	100.00	
<b>93097</b>	<b>6/15/2020</b>	<b>011723</b>		<b>VISA - 0133,</b>			<b>\$95.79</b>
001.0000.01.511.60.49.003				0133/Schuma 03/27/20	LG Refund Royal Canadian AF Me	-64.06	
001.0000.06.514.30.49.003				0133/Schuma 03/27/20	LG Refund Public Records Train	-275.00	
001.0000.06.515.30.43.002				0133/Schuma 03/27/20	LG Refund WSAMA Conf. Lodging:	-249.04	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.9999.15.525.60.31.001			4/26/2020	0133/Schuma 04/26/20	PD LG COVID-19 Supplies	47.91	
001.0000.06.515.30.41.001			4/26/2020	0133/Schuma 04/26/20	LG 20-2-04645-6 Case Filing Fe	6.50	
001.0000.06.515.30.41.001			4/26/2020	0133/Schuma 04/26/20	LG 20-2-05010-1 Case Filing Fe	6.50	
001.0000.06.515.30.41.001			4/26/2020	0133/Schuma 04/26/20	LG 20-2-05776-8 Case Filing Fe	6.50	
001.0000.06.515.30.41.001			4/26/2020	0133/Schuma 04/26/20	LG 20-2-04645-6 Case Filing Fe	6.50	
001.0000.06.515.30.41.001			4/26/2020	0133/Schuma 04/26/20	LG 20-2-05010-1 Case Filing Fe	6.50	
001.0000.99.518.40.42.002			4/26/2020	0133/Schuma 04/26/20	ND Postage	8.00	
001.9999.15.525.60.41.001			4/26/2020	0133/Schuma 04/26/20	PD LG COVID-19 04/23-05/22 Zoo	60.43	
001.0000.06.515.30.41.001			5/27/2020	0133/Schuma 05/27/20	LG 20-2-05010-1 Case Filing Fe	6.50	
001.0000.06.515.30.31.001			5/27/2020	0133/Schuma 05/27/20	LG Supplies	12.08	
001.0000.06.515.30.41.001			5/27/2020	0133/Schuma 05/27/20	LG 19-2-02093-3 Certified No C	11.50	
001.9999.15.525.60.41.001			5/27/2020	0133/Schuma 05/27/20	PD LG COVID-19 05/18-06/17 Zoo	16.47	
001.9999.15.525.60.41.001			5/27/2020	0133/Schuma 05/27/20	PD LG COVID-19 05/23-06/22 Zoo	60.43	
001.0000.06.515.30.41.001			5/27/2020	0133/Schuma 05/27/20	LG 20-2-04645-6 Case Filing Fe	6.50	
001.0000.03.513.10.49.004			3/27/2020	0133/Schuma 03/27/20	CM Smartsheet Subscription	184.63	
001.0000.01.511.60.31.005			3/27/2020	0133/Schuma 03/27/20	CC City Council Retreat	44.50	
001.0000.99.518.40.31.001			3/27/2020	0133/Schuma 03/27/20	ND Supplies	26.26	
001.0000.99.518.40.42.002			3/27/2020	0133/Schuma 03/27/20	ND Stamps	110.00	
001.9999.15.525.60.41.001			3/27/2020	0133/Schuma 03/27/20	PD LG COVID-19 03/23-04/22 Zoo	16.47	
001.9999.15.525.60.41.001			3/27/2020	0133/Schuma 03/27/20	PD LG COVID-19 03/26-04/22 Zoo	39.71	
<b>93098</b>	<b>6/15/2020</b>	<b>011804</b>		<b>VISA - 0281,</b>			<b>\$300.00</b>
001.0000.15.521.21.41.001			5/27/2020	0281/Johnso 05/27/20	PD IAI Recertification Fee: Jo	300.00	
<b>93099</b>	<b>6/15/2020</b>	<b>011755</b>		<b>VISA - 0349,</b>			<b>\$500.10</b>
001.0000.15.521.80.31.001			5/27/2020	0349/Meeks	PD Office Supplies	35.99	
001.9999.15.525.60.31.001			5/27/2020	0349/Meeks	PD Covid-19 Supplies	427.95	
001.0000.15.521.80.31.001			5/27/2020	0349/Meeks	PD Boxes	14.29	
001.0000.15.521.80.31.001			5/27/2020	0349/Meeks	PD Ice Packs	21.87	
<b>93100</b>	<b>6/15/2020</b>	<b>011958</b>		<b>VISA - 0975,</b>			<b>\$102.04</b>
105.0002.07.559.20.42.002			5/27/2020	0975/Gumm 05/27/20	AB Postage	15.60	
105.0001.07.559.20.42.002			5/27/2020	0975/Gumm 05/27/20	AB Postage	2.40	
105.0001.07.559.20.42.002			5/27/2020	0975/Gumm 05/27/20	AB Postage	7.80	
001.0000.99.518.40.42.002			5/27/2020	0975/Gumm 05/27/20	ND Postage	7.50	
105.0001.07.559.20.42.002			5/27/2020	0975/Gumm 05/27/20	AB Postage	0.55	
105.0002.07.559.20.42.002			5/27/2020	0975/Gumm 05/27/20	AB Postage	23.40	
001.9999.15.525.60.31.001			5/27/2020	0975/Gumm 05/27/20	PD AB COVID-19 Supplies	35.89	
001.0000.99.518.40.42.002			5/27/2020	0975/Gumm 05/27/20	ND Postage	7.50	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
105.0001.07.559.20.42.002			5/27/2020	0975/Gumm 05/27/20	AB Postage	1.40	
<b>93101</b>	<b>6/15/2020</b>	<b>012354</b>		<b>VISA - 1105,</b>			<b>\$232.60</b>
001.0000.11.571.20.49.003			5/27/2020	1105/Martin 05/27/20	PKRC Online Engagement Trng: M	35.00	
104.0010.01.557.30.31.001			5/27/2020	1105/Martin 05/27/20	HM Mats For Summerfest	197.60	
<b>93102</b>	<b>6/15/2020</b>	<b>011540</b>		<b>VISA - 1371,</b>			<b>\$954.39</b>
001.9999.15.525.60.31.001			5/27/2020	1371/Glideh 05/27/20	PD Covid-19 Supplies	907.19	
001.0000.99.518.40.42.002			5/27/2020	1371/Glideh 05/27/20	PD Postage Stamps	47.20	
<b>93103</b>	<b>6/15/2020</b>	<b>012401</b>		<b>VISA - 3408,</b>			<b>\$357.13</b>
195.0024.15.521.30.31.001			5/27/2020	3408/Carrol 05/27/20	PD 04/23-05/22 Comcast	343.91	
195.0024.15.521.30.31.001			5/27/2020	3408/Carrol 05/27/20	PD Shipping For IRL Illuminato	13.22	
<b>93104</b>	<b>6/15/2020</b>	<b>012415</b>		<b>VISA - 3853,</b>			<b>\$781.79</b>
503.0015.04.518.80.35.030			5/27/2020	3853/Fin 2 05/27/20	IT Monitors	2,296.79	
104.0010.01.557.30.31.001				3853/Fin 2 04/26/20	PK Customer Allow. Credit Due	-1,515.00	
<b>93105</b>	<b>6/15/2020</b>	<b>011858</b>		<b>VISA - 5157,</b>			<b>\$547.56</b>
001.0000.99.518.40.42.002			5/27/2020	PD1/5157 05/27/20	ND Postage - Forfeiture Case &	70.00	
001.0000.99.518.40.42.002			5/27/2020	PD1/5157 05/27/20	ND Postage	7.50	
001.0000.99.518.40.42.002			5/27/2020	PD1/5157 05/27/20	ND Postage & Stamps	70.15	
001.0000.99.518.40.42.002			5/27/2020	PD1/5157 05/27/20	ND Postage	27.95	
001.0000.15.521.32.31.001			5/27/2020	PD1/5157 05/27/20	PD Paint	309.71	
001.0000.15.521.10.31.001			5/27/2020	PD1/5157 05/27/20	PD Supplies	40.60	
001.0000.99.518.40.42.002			5/27/2020	PD1/5157 05/27/20	ND Postage	21.65	
<b>93106</b>	<b>6/15/2020</b>	<b>012484</b>		<b>VISA - 7482,</b>			<b>\$700.27</b>
001.9999.15.525.60.31.001			5/27/2020	7482/Wright 05/27/20	PD MC COVID-19 Supplies	683.80	
001.9999.15.525.60.41.001			5/27/2020	7482/Wright 05/27/20	PD MC COVID-19 05/24-06/23 Zoo	16.47	
<b>93107</b>	<b>6/15/2020</b>	<b>011136</b>		<b>VISA - 7750,</b>			<b>\$14.65</b>
001.0000.99.518.40.42.002			5/27/2020	7750/Allen 05/27/20	ND 05/12 PD Shipping To Tox La	14.65	
<b>93108</b>	<b>6/15/2020</b>	<b>011138</b>		<b>VISA - 7776,</b>			<b>\$2,265.68</b>
001.0000.11.576.81.31.001			5/27/2020	7776/Anders 05/27/20	PKFC Mower Blade	919.40	
001.9999.15.525.60.31.001			5/27/2020	7776/Anders 05/27/20	PD Covid-19 Supplies	192.33	
001.9999.15.525.60.31.001			5/27/2020	7776/Anders 05/27/20	PD Covid-19 Supplies	1,153.95	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>93109</b>	<b>6/15/2020</b>	<b>011140</b>		<b>VISA - 7800,</b>			<b>\$191.75</b>
101.0000.11.542.64.31.001				7800/Cummin 04/26/20	PKST Return Supplies	-140.45	
001.9999.15.525.60.31.001			5/27/2020	7800/Cummin 05/27/20	PD PKST COVID-19 Supplies	85.50	
101.0000.11.544.90.31.001			5/27/2020	7800/Cummin 05/27/20	PKST Supplies	83.18	
501.0000.51.548.79.32.002			5/27/2020	7800/Cummin 05/27/20	PKFL Propane For Forklift	27.51	
101.0000.11.542.64.31.001			4/26/2020	7800/Cummin 04/26/20	PKST Supplies	136.01	
<b>93110</b>	<b>6/15/2020</b>	<b>011163</b>		<b>VISA - 8014,</b>			<b>\$2,663.66</b>
001.9999.15.525.60.31.001			5/27/2020	8014/Willia 05/27/20	PD Covid-19 Supplies	120.15	
001.9999.15.525.60.31.001			5/27/2020	8014/Willia 05/27/20	PD Covid-19 Supplies	51.64	
001.9999.15.525.60.31.001			5/27/2020	8014/Willia 05/27/20	PD Covid-19 Supplies	39.40	
001.9999.15.525.60.31.001			5/27/2020	8014/Willia 05/27/20	PD Covid-19 Supplies	18.67	
001.9999.15.525.60.31.001			5/27/2020	8014/Willia 05/27/20	PD Covid-19 Supplies	41.74	
001.9999.15.525.60.31.001			5/27/2020	8014/Willia 05/27/20	PD Covid-19 Supplies	2,140.83	
001.9999.15.525.60.31.001			5/27/2020	8014/Willia 05/27/20	PD Covid-19 Supplies	82.89	
001.9999.15.525.60.31.001			5/27/2020	8014/Willia 05/27/20	PD Covid-19 Supplies	57.14	
001.9999.15.525.60.31.001			5/27/2020	8014/Willia 05/27/20	PD Covid-19 Supplies	111.20	
<b>93111</b>	<b>6/15/2020</b>	<b>011165</b>		<b>VISA - 8030,</b>			<b>\$188.99</b>
001.0000.03.557.20.49.003				8030/Fin 1 05/27/20	CM Refund Gov't Social Media C	-746.25	
503.0015.04.518.80.35.030			5/27/2020	8030/Fin 1 05/27/20	IT VDI Server Upgrades	935.24	
<b>93112</b>	<b>6/15/2020</b>	<b>011168</b>		<b>VISA - 8063,</b>			<b>\$50.00</b>
001.0000.09.518.10.41.001			5/27/2020	8063/Fin 4 05/27/20	HR Foreign Language Testing: L	50.00	
<b>93113</b>	<b>6/15/2020</b>	<b>012495</b>		<b>VISA - 8258,</b>			<b>\$1,987.21</b>
401.0000.41.531.10.49.003				8258/Fin 6 04/26/20	PWSW Refund Flagger Refresher:	-142.00	
192.0000.00.558.60.49.004			5/27/2020	8258/Fin 6 05/27/20	SSMP 05/03-06/02 Zoom	16.47	
192.0000.00.558.60.49.004			5/27/2020	8258/Fin 6 05/27/20	SSMP 05/18-06/17 Zoom	42.49	
001.0000.99.518.40.42.002			5/27/2020	8258/Fin 6 05/27/20	ND Stamps	66.00	
503.0015.04.518.80.35.030			5/27/2020	8258/Fin 6 05/27/20	IT VDI Server Upgrades	782.67	
001.0000.09.518.10.31.005			5/27/2020	8258/Fin 6 05/27/20	HR Police Officer Interview Pa	92.20	
503.0015.04.518.80.35.030			5/27/2020	8258/Fin 6 05/27/20	IT VDI Server Upgrades	898.92	
503.0015.04.518.80.35.030			5/27/2020	8258/Fin 6 05/27/20	IT VDI Server Upgrades	164.50	
001.0000.09.518.10.41.010			5/27/2020	8258/Fin 6 05/27/20	HR WAPELRA Webinar	22.00	
192.0000.00.558.60.49.004			4/26/2020	8258/Fin 6 04/26/20	SSMP 04/17-05/16 Zoom	43.96	
<b>93114</b>	<b>6/15/2020</b>	<b>011177</b>		<b>VISA - 8550,</b>			<b>\$13.21</b>
001.0000.13.558.70.49.004			5/27/2020	8550/Newton 05/27/20	ED 04/29-05/29 Online Storage	13.21	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
93115	6/15/2020	011949		VISA - 9993,			\$4,471.31
503.0015.04.518.80.35.030			5/27/2020	9993/White 05/27/20	IT PC Fans	10.78	
503.0015.04.518.80.35.030			5/27/2020	9993/White 05/27/20	IT Switching Power Supply	20.30	
503.0000.04.518.80.49.004			5/27/2020	9993/White 05/27/20	IT CH Pandora	29.62	
503.0015.04.518.80.35.030			5/27/2020	9993/White 05/27/20	IT A/C Converter	16.09	
503.0015.04.518.80.35.030			5/27/2020	9993/White 05/27/20	IT Replacement Cameras	315.32	
503.0000.04.518.80.49.004			5/27/2020	9993/White 05/27/20	IT Creative Cloud	58.24	
503.0000.04.518.80.49.004			5/27/2020	9993/White 05/27/20	IT InDesign	10.98	
503.0000.04.518.80.49.004			5/27/2020	9993/White 05/27/20	IT Monthly MailChimp	93.40	
503.0000.04.518.80.49.004			5/27/2020	9993/White 05/27/20	IT Fix & Protect	29.99	
503.0000.04.518.80.49.004			5/27/2020	9993/White 05/27/20	IT Foreign Trx Fee On Fix & Pr	0.30	
503.0015.04.518.80.35.030			5/27/2020	9993/White 05/27/20	IT Replacement Hard Drive NETA	80.44	
503.0000.04.518.80.35.030			5/27/2020	9993/White 05/27/20	IT Power Supply 12V Battery Pa	65.89	
503.0015.04.518.80.35.030			5/27/2020	9993/White 05/27/20	IT Dell Tablets - Computer Rep	3,408.81	
503.0000.04.518.80.49.004			5/27/2020	9993/White 05/27/20	IT Creative Cloud	23.07	
503.0015.04.518.80.35.030			5/27/2020	9993/White 05/27/20	IT USB C Adapter For New Lapto	308.08	
93116	6/15/2020	005048		WA ARCHITECTURAL HARDWARE,			\$203.87
502.0000.17.518.30.31.001			6/4/2020	20-174228	PKFC Supplies	203.87	
93117	6/15/2020	012398		WEST COAST CODE CONSULTANTS IN,			\$6,248.94
001.0000.07.558.50.41.001			6/3/2020	2020-LAK-MAY	CD 05/20 Plan Review	6,248.94	
# of Checks Issued		236					
Total		\$2,506,822.95					
Voided Checks							
(499.00) Ck # 15723 5/15/20 - Reissued 5/29/20 #15781							
(3,570.00) CK# 92872 4/30/20 - Reissued 6/08/20 #93055							
Total		\$2,502,753.95					



To: Mayor and City Councilmembers  
From: Tho Kraus, Assistant City Manager - Administrative Services  
Through: John J. Caulfield, City Manager  
Date: July 6, 2020  
Subject: Payroll Check Approval

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**Payroll Period(s):** May 16-31, 2020 and June 1-15, 2020

**Total Amount:** \$2,371,698.79

Checks Issued:

Check Numbers: 114233-1141238

Total Amount of Checks Issued: \$16,994.87

Electronic Funds Transfer:

Total Amount of EFT Payments: \$505,793.76

Direct Deposit:

Total Amount of Direct Deposit Payments: \$1,638,376.33

Federal Tax Deposit:

Total Amount of Deposit: \$210,533.83

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 05-16-20 thru 06-15-2020****Direct Deposit and ACH in the amount of : \$2,354,703.92****Payroll Ck#'s 114233-114238 in the amount of : \$16,994.87****Total Payroll Distribution: \$2,371,698.79****Employee Pay Total by Fund:****Fund 001 - General**

	<b>Amount</b>
City Council	\$ 10,100.00
Municipal Court	\$ 44,652.20
City Manager	\$ 26,875.06
Administrative Services	\$ 81,321.90
Legal	\$ 60,698.81
Community and Economic Development	\$ 62,108.26
Parks, Recreation and Community Services	\$ 62,347.37
Police	\$ 1,111,154.04
Non-Departmental	\$ -
<b>General Fund Total</b>	<b>\$ 1,459,257.64</b>

Fund 101 - Street	\$ 40,351.87
Fund 102 - Real Estate Excise	\$ -
Fund 104 - Hotel / Motel Lodging Tax	\$ -
Fund 105 - Property Abatement/Rental Housing Safety Program	\$ 10,723.72
Fund 180 - Narcotics Seizure	\$ 9,281.00
Fund 181 - Felony Seizure	\$ -
Fund 182 - Federal Seizure	\$ -
Fund 190 - CDBG Grants	\$ 13,858.43
Fund 191 - Neighborhood Stabilization Program	\$ -
Fund 192 - Office of Economic Adjustment/SSMCP	\$ 15,877.00
Fund 195 - Public Safety Grants	\$ 17,344.36
Fund 301 - Parks CIP	\$ 2,250.00
Fund 302 - Transportation CIP	\$ 76,021.63
Fund 311 - Sewer Capital Project	\$ 1,098.16
Fund 401 - Surface Water Management	\$ 42,675.58
Fund 502 - Property Management	\$ 7,985.63
Fund 503 - Information Technology	\$ 28,783.92
Fund 504 - Risk Management	\$ 732.50
<b>Other Funds Total</b>	<b>\$ 266,983.80</b>

<b>Employee Gross Pay Total</b>	<b>\$ 1,726,241.44</b>
<b>Benefits and Deductions:</b>	<b>\$ 645,457.35</b>
<b>Grand Total</b>	<b>\$ 2,371,698.79</b>

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> July 6, 2020	<b>TITLE:</b> Motion authorizing the execution of a contract with Communities in Schools (CIS) to disburse \$50,000 in Coronavirus Relief Fund Monies	<b>TYPE OF ACTION:</b> — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2020-33 — OTHER
<b>REVIEW:</b> July 6, 2020 Council Meeting	<b>ATTACHMENTS:</b> Draft Contract	

**SUBMITTED BY:** Tiffany Speir, Long Range & Strategic Planning Manager, through John Caulfield, City Manager.

**RECOMMENDATION:** It is recommended that the City Council authorize, by Motion, the execution of a contract with Communities in Schools (CIS) Lakewood to disburse \$50,000 in Coronavirus Relief Fund Monies.

**DISCUSSION:** On June 15, 2020, through Resolution 2020-11 the City Council authorized the acceptance of \$1.79 million in Coronavirus Relief Funds (CRF monies) by the City, funding priorities for disbursing the monies, and a budget for the use of the monies. As a “Human Services Partner” within Lakewood’s CRF budget, Communities in Schools (CIS) Lakewood is seeking CRF monies for providing eight weeks of summer case management, wellness checks, food/basic need deliveries, and the continuation of virtual/mentor programming including small groups for students virtually, building relationships and resiliency skills for Lakewood children.

The final contract language for this action is pending; however, the intent is to distribute the funds as soon as practicable, so this motion is being brought to the Council for action on July 6.

**ALTERNATIVE(S):** The City Council could choose to modify or reject this Motion.

**FISCAL IMPACT:** If adopted, the Motion would have no financial impact on the City’s General Fund.

Prepared by  
Tiffany Speir, Long Rang & Strategic Planning  
Manager

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



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

**2020 CONTRACT FOR HUMAN SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
COMMUNITIES IN SCHOOLS OF LAKEWOOD**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Lakewood, Washington, a code city duly organized and existing pursuant to laws of the State of Washington, hereinafter referred to as the “City” and Communities in Schools of Lakewood, hereinafter referred to as the “Agency.”

**WHEREAS**, the City has determined the need to have certain human services performed for its citizens; and,

**WHEREAS**, the City desires to have the Agency perform such services pursuant to certain terms and conditions, now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Services to be Performed by Agency. The Agency shall perform those services described on “Exhibit A,” attached hereto and incorporated herein by this reference. In performing such services, the Agency shall at all times comply with all Federal, State, and local statutes, ordinances and rules applicable to the performance of such services and the handling of any funds used in connection therewith. The Agency shall request, in writing, prior approval from the City whenever the Agency desires to amend the scope of services.

2. Identified Community Support. In order to recognize the participation and involvement of the City in the funding of this Agreement, and to insure that those people who benefit from the activities and services of the Agency are aware of the City’s involvement, the Agency shall, when possible, include the words “*funded in part by the City of Lakewood*” on flyers, pamphlets, brochures, advertisements, annual reports or other printed information prepared by or for the Agency advertising or promoting the activities and services of the Agency pertaining to the particular program funded by the City. Such advertisements shall be filed with the City of Lakewood Parks, Recreation and Community Services Department, Human Services Division.

3. Compensation and Methods of Payment. The City shall **reimburse** the Agency for services rendered as set forth on “Exhibit B,” Budget attached hereto and incorporated herein by this reference. Compensation shall be paid by the City following receipt of a properly completed Invoice and Reimbursement Request. **Invoices may be submitted immediately as costs are incurred, but the Agency shall submit all requests to the City for payment by October 15<sup>th</sup>, 2020.**

The requests for such payment shall be processed for payment by the City in the normal course after that date, in accordance with the terms hereof. Any/all requests for reimbursement shall not exceed the proportionate amount of contracted outputs identified and set forth on “Exhibit B.”

4. Agency Budget. The Agency shall apply the funds received under this Agreement with the maximum limits set forth in this Contract solely to the services specified in Paragraph 1, above, and according to the approved budget of the Agency. Prior approval from the City is required whenever the Agency desires to amend its budget by transferring funds among the budget categories.

5. Duration of Contract. This Contract shall be in full force and effect for a period commencing on the 1<sup>st</sup> day of July, 2020 and ending on the 31<sup>st</sup> day of October, 2020, unless sooner terminated under the provisions hereinafter specified.

6. Independent Contractor. The Agency and City agree that the Agency is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Agency nor any employee of the Agency shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security payments or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any other employee of the Agency.

7. Indemnification and Defense. The Agency shall defend and indemnify, and hold harmless the City, its agents and employees, from and against any and all liability arising from injury or death to persons or omissions of the Agency, its agents, servants, officers or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, or its agents or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death or damage, the Agency shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expense incurred by the City in defending such claim or suit, including attorney's fees.

8. Insurance.

A. The Agency shall procure and maintain in full force throughout the duration of the Contract commercial comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence combined single limit and \$2,000,000.00 in the aggregate for personal injury and property damage and non-owned automobile. The said policy shall name the City as an additional named insured on the insurance policies, and **A COPY OF THE ENDORSEMENT NAMING THE CITY AS AN ADDITIONAL INSURED SHALL BE ATTACHED TO THE CERTIFICATE OF INSURANCE.**

B. In addition to the insurance provided for in Paragraph A above, the Agency shall maintain or insure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000.00 combined single limit per claim and in the aggregate. For the purposes of this paragraph "professional service" shall mean services provided by a physician, licensed psychologist, or other licensed professional.

C. Certificates of coverage as required by Paragraph A and B above shall be delivered to the City within fifteen (15) days of execution of this Contract. Further, it is the responsibility of the Agency to ensure a valid certificate of insurance is in effect at all times throughout the course of this Contract. Requests for reimbursement under this Contract may be withheld until such time as a valid certificate of insurance is provided to the City.

9. Record Keeping and Reporting.

A. The Agency shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and



indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Contract and compliance with this Contract. The Agency shall notify the City within ten (10) days of any significant change in program personnel.

B. The Agency shall maintain these records for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with Chapter 40.14 RCW and by the City.

C. The Agency shall provide an activity report to the City containing program goals and outputs by October 15<sup>th</sup>, 2020. The Activity report will accompany the final Reimbursement Request as set forth in Section 3 (Compensation and Methods of Payment). **Payment for services will not be made if output reports are not received by the last day of the following month in which services were provided.**

~~D. The Agency shall provide an annual report to the City containing actual outcomes, indicators and an evaluation of the program. **Payment for services shall not be made if the Annual Outcome & Program Evaluation Report is not received by the dates indicated below. The reports shall be submitted to the City annually no later than the 30<sup>th</sup> day of January, 2021.**~~

E. The Agency, at the request of the City, shall make public presentations regarding the program funded by the City. Such presentation shall be prepared in advance and approved by the City.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit during the performance of this Contract. The City shall have the right to an annual audit of the Agency's financial statements and condition. In addition, the Agency is subject to an annual site monitor of the systems supporting contracted services and eligible activities. The City shall have the right to an annual inspection of the Agency's data systems for tracking outcome achievement. Areas of default noted during the annual inspection may demand additional site monitoring(s).

11. Termination. The City of Lakewood may suspend or terminate this Agreement in whole or in part for convenience, upon 15 days written notice to the Agency. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Contract immediately. If for any reason an agency does not comply with all aspects of this contract, including mandatory reports, such non-compliance may jeopardize the agency's ability to receive future funding.

Further: This Contract may be terminated upon evidence of the following conditions:

1. Agency is no longer operating: The Contract shall be terminated within 10 days of notification that the Agency is no longer operating and performing the duties identified in "Exhibit A," Scope of Services.

2. **Change in Scope of Services:** Should the Agency no longer provide services identified in “Exhibit A” Scope of Work, the contract may be terminated for non-performance.

3. **Misuse of Public Funds:** The Agency cannot produce accurate accounts and records of funds used in the performance of this Contract

12. **Discrimination Prohibited.** The Agency shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency to be provided under this Contract on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

13. **Assignment and Subcontract.** The Agency shall not assign or subcontract any portion of the services contemplated by this Contract without the written consent of the City.

14. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

15. **Notices.** Notices required by terms of this Contract shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY  
City of Lakewood  
Parks, Recreation & Community Services  
Human Services Division  
6000 Main St SW  
Lakewood, Washington 98499

TO THE AGENCY:  
Communities in Schools  
Lakewood  
10828 Gravelly Lake Dr., Ste 104  
Lakewood, WA 98499

16. **Applicable Law, Venue, Attorney’s Fees.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

17. **E-verify.** The contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. 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.

18. **CARES Act Relief Fund Compliance.** The Agency may only submit invoices for reimbursement for expenses that meet the conditions described in “Exhibit C”, CARES Act Compliance. If an approved expense becomes noncompliant with these conditions, such as due

to an output being funded by CARES Act funding from another source, the Agency will notify the City within 10 days so that the outputs in “Exhibit B” may be adjusted.

IN WITNESS WHEREOF THE PARTIES HERETO EXECUTED THIS CONTRACT AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

**City of Lakewood**

**Communities in Schools of Lakewood**

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

date

\_\_\_\_\_  
Kerri Pedrick  
Executive Director

date

Attest:

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

date

Approved as to Form:

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

date

**Exhibit A: City of Lakewood  
2020 Human Services Program**

**Communities in Schools of Lakewood  
Funds Awarded:**

**\$50,000**

**Scope of Work**

**Description of Services**

Copy from HS contract

**Description of how this program meets a need unique to direct or  
secondary effects of COVID-19**

Copy from email

**Exhibit B: 2020 Human Services CARES Act Relief Activities  
Communities in Schools of Lakewood Case Management for Children**

**Location of service delivery:** [Click here to enter text.](#)

**Time of service:** business hours

**Duration of service:** July 1<sup>st</sup>, 2020 through October 15<sup>th</sup>, 2020

**Target group:** Students from Clover Park School District

**Outputs (2020):**

**Unduplicated Lakewood residents to be served:** [Click here to enter text.](#)

**List of Service Output Measures & Units of Service**

1. Number of Lakewood resident assessed for services -
2. Number of basic and essential needs provided -
3. Case management hours provided per assessed client

**Annual Program Budget**

	<b>Lakewood Funds</b>	<b>All Program Funds</b>
	\$50,000	<a href="#">Click here to enter text.</a>
	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

**Budget Totals:**      \$      **50,000**      \$ [Click here to enter text.](#)

## **Exhibit C: CARES Act Relief Fund Compliance**

### **Communities in Schools of Lakewood**

#### **Conditions for Reimbursable Expenses**

**The Agency acknowledges the outputs described in this contract meet the following conditions as described by the CARES Act and the Lakewood City Council:**

- Expenses must be connected to COVID-19 and would not have existed without it
- Expenses will not be used to fill shortfalls in revenue to cover an expenditure that would otherwise not qualify under the statute
- The expense is not a cost accounted for in a budget approved as of March 27, 2020
- Organizations may receive CARES Act funding from multiple sources, but cannot use those funds for the same purpose
- Up to 10% of the contract is for administrative costs

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> July 6, 2020	<b>TITLE:</b> Motion authorizing the execution of a contract with Living Access Support Alliance (LASA) to disburse \$275,000 in Coronavirus Relief Fund Monies	<b>TYPE OF ACTION:</b> — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2020-34 — OTHER
<b>REVIEW:</b> July 6, 2020 Council Meeting	<b>ATTACHMENTS:</b> Draft Contract	

**SUBMITTED BY:** Tiffany Speir, Long Range & Strategic Planning Manager, through John Caulfield, City Manager.

**RECOMMENDATION:** It is recommended that the City Council authorize, by Motion, the execution of a contract with Living Access Support Alliance (LASA) to disburse \$275,000 in Coronavirus Relief Fund Monies.

**DISCUSSION:** On June 15, 2020, through Resolution 2020-11 the City Council authorized the acceptance of \$1.79 million in Coronavirus Relief Funds (CRF monies) by the City, funding priorities for disbursing the monies, and a budget for the use of the monies. As a “Human Services Partner” within Lakewood’s CRF budget, Living Access Support Alliance (LASA) has been identified as the entity through which the City can distribute rental assistance funds to Lakewood residents. The funds: will be paid by LASA directly to landlords/lenders; will be for one month’s rent up to \$1,500 per household; and will be available for residents with an income up to 120% of AMI (\$60,000 HH income.) It is anticipated this will assist approximately 175 households.

The final contract language for this action is pending; however, the intent is to distribute the funds as soon as practicable, so this motion is being brought to the Council for action on July 6.

**ALTERNATIVE(S):** The City Council could choose to modify or reject this Motion.

**FISCAL IMPACT:** If adopted, the Motion would have no financial impact on the City’s General Fund.

Prepared by  
Tiffany Speir, Long Rang & Strategic Planning  
Manager

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



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

**2020 CONTRACT FOR HUMAN SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
LIVING ACCESS SUPPORT ALLIANCE (LASA)**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Lakewood, Washington, a code city duly organized and existing pursuant to laws of the State of Washington, hereinafter referred to as the “City” and Living Access Support Alliance (LASA), hereinafter referred to as the “Agency.”

**WHEREAS**, the City has determined the need to have certain human services performed for its citizens; and,

**WHEREAS**, the City desires to have the Agency perform such services pursuant to certain terms and conditions, now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Services to be Performed by Agency. The Agency shall perform those services described on “Exhibit A,” attached hereto and incorporated herein by this reference. In performing such services, the Agency shall at all times comply with all Federal, State, and local statutes, ordinances and rules applicable to the performance of such services and the handling of any funds used in connection therewith. The Agency shall request, in writing, prior approval from the City whenever the Agency desires to amend the scope of services.

2. Identified Community Support. In order to recognize the participation and involvement of the City in the funding of this Agreement, and to insure that those people who benefit from the activities and services of the Agency are aware of the City’s involvement, the Agency shall, when possible, include the words “*funded in part by the City of Lakewood*” on flyers, pamphlets, brochures, advertisements, annual reports or other printed information prepared by or for the Agency advertising or promoting the activities and services of the Agency pertaining to the particular program funded by the City. Such advertisements shall be filed with the City of Lakewood Parks, Recreation and Community Services Department, Human Services Division.

3. Compensation and Methods of Payment. The City shall **reimburse** the Agency for services rendered as set forth on “Exhibit B,” Budget attached hereto and incorporated herein by this reference. Compensation shall be paid by the City following receipt of a properly completed Invoice and Reimbursement Request. **Invoices may be submitted immediately as costs are incurred, but the Agency shall submit all requests to the City for payment by October 15<sup>th</sup>, 2020.**

The requests for such payment shall be processed for payment by the City in the normal course after that date, in accordance with the terms hereof. Any/all requests for reimbursement shall not exceed the proportionate amount of contracted outputs identified and set forth on “Exhibit B.”

4. Agency Budget. The Agency shall apply the funds received under this Agreement with the maximum limits set forth in this Contract solely to the services specified in Paragraph 1, above, and according to the approved budget of the Agency. Prior approval from the City is required whenever the Agency desires to amend its budget by transferring funds among the budget categories.



5. Duration of Contract. This Contract shall be in full force and effect for a period commencing on the 1<sup>st</sup> day of July, 2020 and ending on the 31<sup>st</sup> day of October, 2020, unless sooner terminated under the provisions hereinafter specified.

6. Independent Contractor. The Agency and City agree that the Agency is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Agency nor any employee of the Agency shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security payments or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any other employee of the Agency.

7. Indemnification and Defense. The Agency shall defend and indemnify, and hold harmless the City, its agents and employees, from and against any and all liability arising from injury or death to persons or omissions of the Agency, its agents, servants, officers or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, or its agents or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death or damage, the Agency shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expense incurred by the City in defending such claim or suit, including attorney's fees.

8. Insurance.

A. The Agency shall procure and maintain in full force throughout the duration of the Contract commercial comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence combined single limit and \$2,000,000.00 in the aggregate for personal injury and property damage and non-owned automobile. The said policy shall name the City as an additional named insured on the insurance policies, and **A COPY OF THE ENDORSEMENT NAMING THE CITY AS AN ADDITIONAL INSURED SHALL BE ATTACHED TO THE CERTIFICATE OF INSURANCE.**

B. In addition to the insurance provided for in Paragraph A above, the Agency shall maintain or insure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000.00 combined single limit per claim and in the aggregate. For the purposes of this paragraph "professional service" shall mean services provided by a physician, licensed psychologist, or other licensed professional.

C. Certificates of coverage as required by Paragraph A and B above shall be delivered to the City within fifteen (15) days of execution of this Contract. Further, it is the responsibility of the Agency to ensure a valid certificate of insurance is in effect at all times throughout the course of this Contract. Requests for reimbursement under this Contract may be withheld until such time as a valid certificate of insurance is provided to the City.

9. Record Keeping and Reporting.

A. The Agency shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and

indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Contract and compliance with this Contract. The Agency shall notify the City within ten (10) days of any significant change in program personnel.

B. The Agency shall maintain these records for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with Chapter 40.14 RCW and by the City.

C. The Agency shall provide an activity report to the City containing program goals and outputs by October 15<sup>th</sup>, 2020. The Activity report will accompany the final Reimbursement Request as set forth in Section 3 (Compensation and Methods of Payment). **Payment for services will not be made if output reports are not received by the last day of the following month in which services were provided.**

~~D. The Agency shall provide an annual report to the City containing actual outcomes, indicators and an evaluation of the program. **Payment for services shall not be made if the Annual Outcome & Program Evaluation Report is not received by the dates indicated below. The reports shall be submitted to the City annually no later than the 30<sup>th</sup> day of January, 2021.**~~

E. The Agency, at the request of the City, shall make public presentations regarding the program funded by the City. Such presentation shall be prepared in advance and approved by the City.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit during the performance of this Contract. The City shall have the right to an annual audit of the Agency's financial statements and condition. In addition, the Agency is subject to an annual site monitor of the systems supporting contracted services and eligible activities. The City shall have the right to an annual inspection of the Agency's data systems for tracking outcome achievement. Areas of default noted during the annual inspection may demand additional site monitoring(s).

11. Termination. The City of Lakewood may suspend or terminate this Agreement in whole or in part for convenience, upon 15 days written notice to the Agency. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Contract immediately. If for any reason an agency does not comply with all aspects of this contract, including mandatory reports, such non-compliance may jeopardize the agency's ability to receive future funding.

Further: This Contract may be terminated upon evidence of the following conditions:

1. Agency is no longer operating: The Contract shall be terminated within 10 days of notification that the Agency is no longer operating and performing the duties identified in "Exhibit A," Scope of Services.

2. **Change in Scope of Services:** Should the Agency no longer provide services identified in “Exhibit A” Scope of Work, the contract may be terminated for non-performance.

3. **Misuse of Public Funds:** The Agency cannot produce accurate accounts and records of funds used in the performance of this Contract

12. **Discrimination Prohibited.** The Agency shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency to be provided under this Contract on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

13. **Assignment and Subcontract.** The Agency shall not assign or subcontract any portion of the services contemplated by this Contract without the written consent of the City.

14. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

15. **Notices.** Notices required by terms of this Contract shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY  
City of Lakewood  
Parks, Recreation & Community Services  
Human Services Division  
6000 Main St SW  
Lakewood, Washington 98499

TO THE AGENCY:  
LASA  
PO Box 98619  
Lakewood, WA 98496

16. **Applicable Law, Venue, Attorney’s Fees.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

17. **E-verify.** The contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. 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.

18. **CARES Act Relief Fund Compliance.** The Agency may only submit invoices for reimbursement for expenses that meet the conditions described in “Exhibit C”, CARES Act Compliance. If an approved expense becomes noncompliant with these conditions, such as due

to an output being funded by CARES Act funding from another source, the Agency will notify the City within 10 days so that the outputs in “Exhibit B” may be adjusted.

IN WITNESS WHEREOF THE PARTIES HERETO EXECUTED THIS CONTRACT AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

**City of Lakewood**

**Children in Schools of Lakewood**

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

\_\_\_\_\_  
date

\_\_\_\_\_  
Kerri Pedrick  
Executive Director

\_\_\_\_\_  
date

Attest:

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

\_\_\_\_\_  
date

Approved as to Form:

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

\_\_\_\_\_  
date

**Exhibit A: City of Lakewood  
2020 Human Services Program**

**LIVING ACCESS SUPPORT ALLIANCE (LASA)**

**Funds Awarded:**

**\$275,000**

**Scope of Work**

**Description of Services**

Copy from HS contract

**Description of how this program meets a need unique to direct or secondary effects of COVID-19**

Copy from email

**Exhibit B: 2020 Human Services CARES Act Relief Activities  
LIVING ACCESS SUPPORT ALLIANCE (LASA)**

**Location of service delivery:** [Click here to enter text.](#)

**Time of service:** business hours

**Duration of service:** July 1<sup>st</sup>, 2020 through October 15<sup>th</sup>, 2020

**Target group:** Lakewood Residents with incomes below 100% of AMI

**Outputs (2020):**

**Unduplicated Lakewood residents to be served:** [Click here to enter text.](#)

**List of Service Output Measures & Units of Service**

1. Number of Lakewood resident assessed for services -
2. Number of basic and essential needs provided -
3. Case management hours provided per assessed client

**Annual Program Budget**

	<b>Lakewood Funds</b>	<b>All Program Funds</b>
	\$275,000	<a href="#">Click here to enter text.</a>
	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

**Budget Totals:**      \$      **275,000**      \$ [Click here to enter text.](#)

## **Exhibit C: CARES Act Relief Fund Compliance**

### **LIVING ACCESS SUPPORT ALLIANCE (LASA)**

#### **Conditions for Reimbursable Expenses**

**The Agency acknowledges the outputs described in this contract meet the following conditions as described by the CARES Act and the Lakewood City Council:**

- Expenses must be connected to COVID-19 and would not have existed without it
- Expenses will not be used to fill shortfalls in revenue to cover an expenditure that would otherwise not qualify under the statute
- The expense is not a cost accounted for in a budget approved as of March 27, 2020
- Organizations may receive CARES Act funding from multiple sources, but cannot use those funds for the same purpose
- Up to 10% of the contract is for administrative costs

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> July 6, 2020	<b>TITLE:</b> Motion authorizing the execution of a contract with West Pierce Fire and Rescue to disburse \$142,000 in Coronavirus Relief Fund Monies	<b>TYPE OF ACTION:</b> — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2020-35 — OTHER
<b>REVIEW:</b> July 6, 2020 Council Meeting	<b>ATTACHMENTS:</b> Draft contract	

**SUBMITTED BY:** Tiffany Speir, Long Range & Strategic Planning Manager, through John Caulfield, City Manager.

**RECOMMENDATION:** It is recommended that the City Council authorize, by Motion, the execution of a contract with West Pierce Fire & Rescue to disburse \$142,000 in Coronavirus Relief Fund Monies.

**DISCUSSION:** On June 15, 2020, through Resolution 2020-11 the City Council authorized the acceptance of \$1.79 million in Coronavirus Relief Funds (CRF monies) by the City, funding priorities for disbursing the monies, and a budget for the use of the monies. As a “public partner” within Lakewood’s CRF budget, West Pierce Fire and Rescue (WPFR) has applied for \$142,000 in reimbursement for installation of bipolar ionization systems in their seven (7) facilities and purchase of portable UV-C lights. The draft contract language for this action is attached.

**ALTERNATIVE(S):** The City Council could choose to modify or reject this Motion.

**FISCAL IMPACT:** If adopted, the Motion would have no financial impact on the City’s General Fund.

Prepared by  
Tiffany Speir, Long Rang & Strategic Planning  
Manager

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

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



## **Interagency Agreement with**

«West Pierce Fire and Rescue»

Through the Coronavirus Relief Fund for Local Governments

## **For**

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

**Start date:** March 1, 2020

# FACE SHEET

Contract Number: XXX

## City of Lakewood Coronavirus Relief Fund for Local Governments

<b>1. Contractor</b> « _____ » « _____ » «Lakewood», Washington «9849X »		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative</b> « _____ » « _____ » « _____ » 253.XXX.XXX Email: _____		<b>4. Lakewood Representative</b> John Caulfield City Manager 253.983.7703 jcaulfield@cityoflakewood.us 6000 Main St SW Lakewood, WA 98499	
<b>5. Contract Amount</b> \$142,000	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> March 1, 2020	<b>8. End Date</b> October 31, 2020
<b>9. Federal Funds (as applicable)</b> \$142,000	<b>Federal Agency:</b> US Dept. of the Treasury <input type="checkbox"/>	<b>CFDA Number:</b> <input type="checkbox"/> 21.999	<b>Indirect Rate (if applicable):</b> N/A
<b>10. Tax ID #</b>	<b>11. SWV #</b>	<b>12. UBI #</b>	<b>13. DUNS #</b>
<b>14. Contract Purpose</b> To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. <b>Final invoices must be received by November 15, 2020.</b>			
<b>15. Signing Statement</b> Lakewood, defined as the City of Lakewood, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
<b>FOR CONTRACTOR</b>		<b>FOR LAKEWOOD</b>	
_____ Date		John Caulfield, City Manager _____ Date	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. AUTHORITY**

LAKEWOOD and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

**3. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for LAKEWOOD and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**4. COMPENSATION**

LAKEWOOD shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**5. EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by LAKEWOOD as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**6. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**7. BILLING PROCEDURES AND PAYMENT**

LAKEWOOD shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation through LAKEWOOD's contract system.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to LAKEWOOD no later than October 15, 2020.

LAKEWOOD will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for LAKEWOOD not more often than bi-monthly.

The invoices shall describe and document, to LAKEWOOD's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. LAKEWOOD will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, LAKEWOOD shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by LAKEWOOD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

LAKEWOOD may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by LAKEWOOD.

Duplication of Billed Costs

The Contractor shall not bill LAKEWOOD for services performed under this Agreement, and LAKEWOOD shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse LAKEWOOD for any amount spent on disallowed costs.

**8. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

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- A. Submit to LAKEWOOD the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to LAKEWOOD follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify LAKEWOOD they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to [rhawood@cityoflakewood.us](mailto:rhawood@cityoflakewood.us)

**9. DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by LAKEWOOD.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact LAKEWOOD for assistance in obtaining a copy of these regulations.

**10. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

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**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

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**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Lakewood City Manager and/or the designee authorized in writing to act on the City Manager's behalf.
- B. "LAKEWOOD" shall mean the City of Lakewood, WA.
- C. "Contract" or "Agreement" means the entire written agreement between LAKEWOOD and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of LAKEWOOD.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by LAKEWOOD that is designated as "confidential" by LAKEWOOD;
  - ii. All material produced by the Contractor that is designated as "confidential" by LAKEWOOD; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of LAKEWOOD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide LAKEWOOD with its policies and procedures on confidentiality.

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LAKEWOOD may require changes to such policies and procedures as they apply to this Contract whenever LAKEWOOD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by LAKEWOOD. Upon request, the Contractor shall immediately return to LAKEWOOD any Confidential Information that LAKEWOOD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify LAKEWOOD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by LAKEWOOD. LAKEWOOD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to LAKEWOOD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to LAKEWOOD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to LAKEWOOD.

The Contractor shall exert all reasonable effort to advise LAKEWOOD, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide LAKEWOOD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. LAKEWOOD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Pierce County.



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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, LAKEWOOD reserves the right to recapture funds in an amount to compensate LAKEWOOD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by LAKEWOOD. In the alternative, LAKEWOOD may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by LAKEWOOD, personnel duly authorized by LAKEWOOD, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, LAKEWOOD may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of LAKEWOOD.

If LAKEWOOD approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, LAKEWOOD in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to LAKEWOOD if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to LAKEWOOD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that LAKEWOOD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event LAKEWOOD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, LAKEWOOD has the right to suspend or terminate this contract. Before suspending or terminating the contract, LAKEWOOD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

LAKEWOOD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by LAKEWOOD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of LAKEWOOD provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, LAKEWOOD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, LAKEWOOD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, LAKEWOOD, in addition to any other rights provided in this contract, may require the Contractor to deliver to LAKEWOOD any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

LAKEWOOD shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by LAKEWOOD, and the amount agreed upon by the Contractor and LAKEWOOD for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by LAKEWOOD, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of LAKEWOOD. Failure to agree

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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. LAKEWOOD may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect LAKEWOOD against potential loss or liability.

The rights and remedies of LAKEWOOD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to LAKEWOOD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case LAKEWOOD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to LAKEWOOD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to LAKEWOOD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by LAKEWOOD shall remain in LAKEWOOD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in LAKEWOOD upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in LAKEWOOD upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by LAKEWOOD in whole or in part, whichever first occurs.

- A. Any property of LAKEWOOD furnished to the Contractor shall, unless otherwise provided herein or approved by LAKEWOOD, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of LAKEWOOD that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any LAKEWOOD property is lost, destroyed or damaged, the Contractor shall immediately notify LAKEWOOD and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to LAKEWOOD all property of LAKEWOOD prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

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**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of LAKEWOOD.

### Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

**These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury’s December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received by LAKEWOOD no later than October 15, 2020.**

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

#### **Allowable expenditures include, but are not limited to:**

1. Medical expenses such as:
  - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - c. Costs of providing COVID-19 testing, including serological testing.
  - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - e. Expenses for public safety measures undertaken in response to COVID-19.
  - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

### **Budget & Invoicing**

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the LAKEWOOD Representative. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. LAKEWOOD reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with LAKEWOOD and the Washington Department of Commerce A-19 audits and provide the appropriate records upon request.



## LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
  - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury<sup>1</sup> and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.



Printed Name



Title

Signature



Date:

CRF A-19 Activity Report  
INSTRUCTIONS

### INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
  - a This should match the report period entered on the corresponding A-19.
  - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
  - a Providing a brief description of the specific activities performed.
  - b Identifying specific populations served.
  - c Identifying specific programs created or utilized.
  - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
  - a Enter a **Title** for other expenses added within the appropriate budget category.
  - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
  - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
  - a Enter a **Title** for these "other" expenses within budget category 6.
  - b Enter titles into **Cells D44 - D48**.
  - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund  
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
<b>1 Medical Expenses</b>				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>2 Public Health Expenses</b>				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>3 Payroll expenses for public employees dedicated to COVID-19</b>				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>4 Expenses to facilitate compliance with COVID-19-measures</b>				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>5 Economic Supports</b>				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>6 Other COVID-19 Expenses</b>				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**STAFF REPORT**  
**CITY COUNCIL PUBLIC HEARING**  
**Monday July 6, 2020**

**VACATION REQUEST SUMMARY:**

IPT Lakewood Logistics Center II LLC, the owner of real property directly adjacent to the right-of-way to be vacated, has submitted a request to vacate a portion of 148<sup>th</sup> St SW easterly of Murray Rd SW. The portion of right-of-way to be vacated is approximately 1,677 square feet in size and abuts parcel numbers 0219226012 and a portion of 0219222034. All parcels abutting the proposed area of vacation are under common ownership.

The right-of-way was acquired by Pierce County more than 25 years ago and designated as Maple Street (later renamed as 148<sup>th</sup> St SW), to which the City became heir upon incorporation. Therefore, staff is recommending the applicant pay full appraised value to the City (reference Lakewood Municipal Code (LMC) 12A.12.160).

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

THAT PORTION OF 148<sup>TH</sup> STREET SOUTHWEST (MAPLE STREET), BEING A PORTION OF TRACT 49 OF THE UNRECORDED PLAT OF AMERICAN LAKE GARDENS, BEING A PORTION OF THE W.N. SAVAGE DONATION LAND CLAIM NO. 42 IN SECTION 22, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF CITY OF LAKEWOOD SHORT PLAT NUMBER LU-19-00078, RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER 201907055001, BEING A POINT ON THE NORTH MARGIN OF 148<sup>TH</sup> STREET S.W.; THENCE ALONG SAID NORTH MARGIN SOUTH 89°01'08" EAST, 193.72 FEET TO A POINT ON A LINE 100 FEET EASTERLY FROM, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF SR704 AS SHOWN ON SHEETS 4 AND 5 OF 29 APPROVED JUNE 14, 2007 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTH MARGIN, SOUTH 89°01'08" EAST, 56.28 FEET TO THE WEST LINE OF SAID LOT 1, BEING THE WEST LINE OF THAT PORTION OF MAPLE STREET VACATED BY RESOLUTION 9668 RECORDED UNDER AUDITOR'S FILE NUMBER 2021329; THENCE ALONG SAID WEST LINE OF LOTS 1 AND 2 OF SAID SHORT PLAT LU-19-00078 AND SAID RESOLUTION, SOUTH 01°03'57" WEST, 30.00 FEET TO THE SOUTH MARGIN OF SAID 148<sup>TH</sup> STREET S.W.; THENCE ALONG SAID SOUTH MARGIN, NORTH 89°01'08" WEST, 55.52 FEET TO SAID EASTERLY LINE; THENCE ALONG SAID EASTERLY LINE, NORTH 00°23'30" EAST, 30.01 FEET TO THE TRUE POINT OF BEGINNING.

**Petition:** IPT Lakewood Logistics Center II LLC, acting as Principal Petitioner, is the owner of all abutting parcels north and south of the proposed vacated area, along with the

adjoining property east of the proposed vacated area. A copy of the vacation petition is attached.

**Notification:** On June 1, 2020, the Lakewood City Council passed Resolution No. 2020-08 establishing July 6, 2020, as the date for a public hearing to be held before the City Council on the proposed vacation. In accordance with LMC 12A.12.090, all property owners of record, within 300 feet of the limits of the proposed vacation (according to the records of the Pierce County Assessor), were notified by mail of the time, place and purpose of the hearing. A notice of the hearing was published in the Tacoma News Tribune. A placard was posted at the site where the vacation is being requested. Additional information was added to all postings giving details about submitting comments prior to the scheduled Council meeting and how to attend remotely.

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

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

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

- A. Vacation of this unused portion of 148<sup>th</sup> St SW will better serve the public good than a change of use.
- B. The Public Works Engineering Department has determined that the public right-of-way to be vacated is not required for public use or for public access.
- C. The substitution of new and different public right-of-way will not be more useful.
- D. It is not anticipated that conditions may so change in the future as to provide a greater need for the right-of-way proposed to be vacated.
- E. No written or verbal objections to the vacation have been received by the City from private property owners, other governmental agencies, or the general public.

**Department and Agency Recommendations:**

Public Works Engineering Department:

Staff believes that the proposed vacation conforms to the criteria in LMC Chapter 12.12, Street and Alley Vacation Procedures. If the City Council chooses to approve the proposed vacation, the following condition(s) should be imposed:

1. The vacation shall be effective upon recording of Ordinance by the City Clerk in the office of the Pierce County Auditor.

Attachments:

- 1) Petition for Vacation
- 2) Image Vicinity map
- 3) Image, Street view
- 4) Image of on site posting
- 5) Email public comment



TO THE LAKEWOOD CITY COUNCIL

To Whom It May Concern:

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

See Exhibit 'A' attached for full legal description.

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

The Area To Be Vacated Contains:  
The Appraised Value:  
One-half the Appraised Value of Land to be Vacated,  
Which Shall be Due Prior to the City Council Adopting  
an Ordinance Vacating Said Land

Notice to all parties signatory hereto:

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

PRINCIPAL PETITIONER	PARCEL NO. OF PROPERTY OWNED	COMPLETE RESIDENTIAL MAILING ADDRESS
1.	021922-6012, -6013, -2069	4675 MacArthur Court, Suite 625 Newport Beach, California 92660
IPT LAKEWOOD LOGISTICS CENTER II LLC		
ADDITIONAL PETITIONERS INCLUDING ADJOINING OWNERS <small>(include property of frontage owners)</small>		

1.	_____
	Signature
	_____
	Print Name

PRINCIPAL PETITIONER

PARCEL NO. OF  
PROPERTY OWNED

COMPLETE  
RESIDENTIAL  
MAILING ADDRESS

2.

Signature

Print Name

3.

Signature

Print Name

4.

Signature

Print Name

5.

Signature

Print Name

6.

Signature

Print Name

7.

Signature

Print Name

8.

Signature

Print Name

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

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTE: Petition must be returned within 90 days from \_\_\_\_\_



RECEIVED

04/17/2020

CITY OF LAKEWOOD  
COMMUNITY DEVELOPMENT

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**RIGHT OF WAY VACATION**

THAT PORTION OF 148<sup>TH</sup> STREET SOUTHWEST (MAPLE STREET), BEING PORTION OF TRACT 49 OF THE UNRECORDED PLAT OF AMERICAN LAKE GARDENS, BEING A PORTION OF THE W.N. SAVAGE DONATION LAND CLAIM NO. 42 IN SECTION 22, TOWNSHIP 19 NORTH, RANGE 02 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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THENCE ALONG SAID NORTH MARGIN SOUTH 89°01'08" EAST, 193.72 FEET TO A POINT ON A LINE 100 FEET EASTERLY FROM, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF SR704 AS SHOWN ON SHEETS 4 AND 5 OF 29 APPROVED JUNE 14, 2007 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH MARGIN, SOUTH 89°01'08" EAST, 56.28 FEET TO THE WEST LINE OF SAID LOT 1, BEING THE WEST LINE OF THAT PORTION OF MAPLE STREET VACATED BY RESOLUTION 9668 RECORDED UNDER AUDITOR'S FILE NUMBER 2021329;

THENCE ALONG SAID WEST LINE OF LOTS 1 AND 2 OF SAID SHORT PLAT LU-19-00078 AND SAID RESOLUTION, SOUTH 01°03'57" WEST, 30.00 FEET TO THE SOUTH MARGIN OF SAID 148TH STREET S.W.;

THENCE ALONG SAID SOUTH MARGIN, NORTH 89°01'08" WEST, 55.52 FEET TO SAID EASTERLY LINE;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°23'30" EAST, 30.01 FEET TO THE TRUE POINT OF BEGINNING.



Project Name: KGIP Lakewood  
February 13, 2020

BDG / JSE  
20418L.005

## AREA OF 148TH STREET SW UNDER CONSIDERATION FOR VACATION









[illegible][illegible]

TO SUBMIT COMMENTS OR  
OBTAIN INFORMATION  
CONTACT 253-589-2489



**From:** [snhull](#)  
**To:** [Briana Schumacher](#)  
**Subject:** Lakewood Hearing: Vacate part of 148th St SW  
**Date:** Wednesday, June 24, 2020 11:47:52 AM

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**This email originated outside the City of Lakewood.**

**Use caution when following links or opening attachments as they could lead to malicious code or infected web sites. When in doubt, please contact the HelpDesk.**

*- helpdesk@cityoflakewood.us ext. 4357*

---

If this is vacant land, why cant they PAY for it ?? The city can use the county's cost or the citys cost of what it takes to ACQUIRE same or similar land. So that's supposed to be a fair market value. Not FREE !!!

Thank you,

Shelley. Hull

9901. 116th St. S.W.

Lakewood Wa. 98498

Sent from my Samsung Galaxy smartphone.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> July 6, 2020	<b>TITLE:</b> AN ORDINANCE of the City Council of the City of Lakewood, Washington adopting amendments to Titles 1, 12, 14, 15, 17, and 18A of the Lakewood Municipal Code (LMC) and replacing LMC Chapter 3.64 with a new Chapter 3.64, titled Property Tax Exemptions for MultiFamily Housing.	<b>TYPE OF ACTION:</b> <input checked="" type="checkbox"/> ORDINANCE NO. 738 <input type="checkbox"/> RESOLUTION NO. <input type="checkbox"/> MOTION NO. <input type="checkbox"/> OTHER
<b>REVIEW:</b> June 8, 2020 Council Study Session June 15, 2020 Council Meeting	<b>ATTACHMENTS:</b> Draft Ordinance 73X	

**SUBMITTED BY:** David Bugher, Assistant City Manager for Development Services  
Tiffany Speir, Long Range & Strategic Planning Manager

**RECOMMENDATION:** It is recommended that the City Council adopt the attached Ordinance 738.

**DISCUSSION:** On June 15, the City Council held a public hearing on the 2020 Annual Development Regulation (20ADR) amendment package. The Council also held a public hearing on the proposed replacement of the current MultiFamily Tax Exemption (MFTE) program with a new LMC Chapter 3.64 reflecting current state law and municipal best practices. No public comment was received on either topic.

A draft Ordinance No. 738 is included in Attachment A. The 20ADR package is included in Exhibit A to the Ordinance; proposed new LMC Chapter 3.64 is included in Exhibit B.

**ALTERNATIVE(S):** The Council could amend the proposed Ordinance; the Council could also not adopt the Ordinance.

**FISCAL IMPACT:** The amendments in the 20ADR package and in the new LMC Chapter 3.64 have no direct fiscal impact. Fiscal impact will be related to the administrative implementation of these amendments and Council action setting Residential Target Areas in the future.

Prepared by:  
Tiffany Speir, Long Range &  
Strategic Planning Manager

Department Director:  
Dave Bugher, Assistant City Manager for  
Development Services



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

## **ATTACHMENT A**

### **ORDINANCE NO. 738**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON ADOPTING AMENDMENTS TO TITLES 1, 12, 14, 15, 17, AND 18A OF THE LAKEWOOD MUNICIPAL CODE (LMC) AND REPLACING LMC CHAPTER 3.64 WITH A NEW CHAPTER 3.64, TITLED PROPERTY TAX EXEMPTIONS FOR MULTIFAMILY HOUSING.**

### **FINDINGS**

**WHEREAS**, the City of Lakewood is a code city planning under the Growth Management Act, codified in RCW 36.70A, and

**WHEREAS**, the City Council adopted its Comprehensive Plan via Ordinance No. 237 on July 10, 2000; and

**WHEREAS**, the Lakewood City Council adopted Title 18A, Land Use and Development Code, of the Lakewood Municipal Code (LMC) via Ordinance No. 264 on August 20, 2001; and

**WHEREAS**, the Growth Management Act (GMA) requires the City of Lakewood to adopt development regulations that are consistent with and implement the adopted Comprehensive Plan pursuant to Revised Code of Washington (RCW) 36.70A.040; and

**WHEREAS**, it is appropriate for a local government to adopt needed amendments to its development regulations to ensure that the Comprehensive Plan and implementing regulations provide appropriate policy and regulatory guidance for growth and development; and

**WHEREAS**, environmental review as required under the Washington State Environmental Policy Act (SEPA) has resulted in the issuance of a determination of environmental non-significance that was published on June 2, 2020 under SEPA #202002903; and

**WHEREAS**, notice was provided to state agencies on June 2, 2020 per City of Lakewood--2020-S-1437--Request for Expedited Review / Notice of Intent to Adopt Amendment, prior to the adoption of this Resolution, and state agencies have been afforded the opportunity to comment per RCW 36.70A.106(1); and

**WHEREAS**, on May 20, 2020, acting as the City's designated planning agency, the Lakewood Planning Commission held a duly noticed public hearing on the proposed 2020 Annual Development Regulation Amendments to Lakewood Municipal Code Titles 1, 12, 14, 15, 17, and 18A; and

**WHEREAS**, on June 3, 2020, the Lakewood Planning Commission adopted Resolution 2020-02 recommending approval of the 2020 Annual Development Regulation Amendments to Lakewood Municipal Code Titles 1, 12, 14, 15, 17, and 18A to provide needed revisions, clarifications and updates, and requesting that the City Council review proposed new LMC Chapter 17.17 to verify its content; and

**WHEREAS**, on June 15, 2020 the Lakewood City Council held a duly noticed public hearing on the proposed 2020 Annual Development Regulation amendments and a proposed replacement of LMC Chapter 3.64 related to the City's MultiFamily Tax Exemption Program with a new LMC Chapter 3.64 to be titled "Property Tax Exemptions for MultiFamily Housing"; and

**WHEREAS**, on June 15, 2020, the City Council completed review;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1. Adoption of City Council Findings.**

The Findings of the City Council are adopted as part of this Ordinance.

**Section 2. Adoption of Annual Development Regulation Amendments.**



Amendments to the City's land use and development regulations are adopted as summarized below and included in full in Exhibit A, attached hereto:

**Amendments to Title 1 (General Provision):**

- 1.36.020 and .265 related to Hearing Examiner appeals

**Amendments to Title 12 (Public Works):**

- Addition of definition of "unopened city street"

**Amendments to Title 14 (Environmental Protection):**

- Updated references to WAC chapters in LMC Chapter 14.02

**Amendments to Title 15 (Buildings and Construction):**

- Statement added to Chapter 15.05 related to use of IEBC in relation to other codes

**Amendments to Title 17 (Subdivisions):**

- Updated reference to LMC Title 12 in Chapter 17.02
- Addition of new Chapter 17.17 regarding Plat Alterations

**Amendments to Title 18 (Land use and Development Code):**

- Correcting scrivener errors
- New definitions added to Section 18A.10.180
- Table at 18A.20.080 replaced with updated table
- Removal of section 18A.20.320
- Update of SEPA appeal deadline in 18A.20.400
- Update of PDD application requirements at 18A.30.540
- Update to density range and minimum lot size in R1 zone at 18A.30.600
- Remove section 18A.30.640
- Addition of section 18A.40.025 re "dangerous and objectional elements"
- Amending allowed uses and related footnotes within LMC Sections 18A.40.040, .060, .080, .110 and .120 use tables, regarding accessory dwelling units, boarding houses, special needs housing and group homes
- Addition of text to section 18A.60.090 (B) regulating electric fences
- Amend section 18A.40.110 (B)(1) (d) and (j) regarding allowed size of ADUs
- Amending section 18A.40.110 (B)(9)(e) related to use of modified shipping containers in residential construction
- Deletion of section 18A.40.110 (B)(1)(m) and (n)
- Amending 18A.70.040 (A) and (C) re access to trash enclosures and sidewalks
- Amending parking standards for alleys in Chapter 18A.80

**Section 3. Adoption of New Property Tax Exemption for MultiFamily Properties Program.**

A new LMC Chapter 3.64, is adopted and included in full in Exhibit B, attached hereto.

**Section 3. Remainder Unchanged.** The rest and remainder of the Lakewood Comprehensive Plan, including the unaffected sections of the Future Land-Use Map and Zoning Map, and the unaffected sections of the Lakewood Municipal Code, shall be unchanged and shall remain in full force and effect.

**Section 4. Severability.** If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

**Section 5. Effective Date.** This Ordinance shall be in full force and effect thirty (30) days after final passage.

ADOPTED by the City Council of the City of Lakewood this 6<sup>th</sup> day of July, 2020.

CITY OF LAKEWOOD

---

Don Anderson, Mayor

Attest:

---

Briana Schumacher, City Clerk

Approved as to Form:

---

Heidi Ann Wachter, City Attorney

**EXHIBIT A**  
**2020 ANNUAL DEVELOPMENT REGULATION AMENDMENTS**

*Where portions of Lakewood Municipal Code sections or chapters are included below, the remainder of those sections or chapters remain unchanged.*

**Title 1**

**LMC 1.36.020 Office created.**

The office of Hearing Examiner is hereby created to act on behalf of the City Council by considering and applying zoning and regulatory ordinances to the land as provided herein. The Examiner shall also be authorized to act in a decision-making role involving administrative matters and such other quasi-judicial matters as may be granted by ordinance or referred to the Hearing Examiner by the City Manager, including appeals contesting administrative orders which direct a property owner to abate nuisances and/or dangerous conditions.

**LMC 1.36.265 Decision on appeals.**

- A. In considering appeals, the Hearing Examiner shall do one of the following:
1. Affirm the decision;
  2. Reverse the decision;
  3. Affirm the decision with modifications; or
  4. Remand the decision to the appropriate department director for further consideration.
- The Hearing Examiner shall include in the order the issues to be reviewed on remand.
- B. Conditions. The Hearing Examiner may include conditions as part of a decision granting, or granting with modifications, an appeal to ensure conformance with this code, the City's comprehensive plan or any other applicable laws or regulations. Conditions included may not direct or burden City resources.

**Title 12**

**12.14 Definitions and Abbreviations.**

Except for chapters with identified definition sections or specific definitions provided, the following definitions apply to this title:

\* \* \*

“Unopened city street” means any street or alley dedicated to public use upon which no public funding or in kind support has been expended for purchase or improvement and which has never been systematically used as a public passage afoot, mounted or by vehicle traffic. The street or ally must also not have been recorded as such in the rolls of the Office of the County Engineer, nor identified in the historic minutes of the City Council or its subordinate organizations.

## **Title 14**

### **14.02.030 Adoption by reference.**

The following sections of Chapter ~~173-806~~ 173-802 WAC, together with the sections of Chapter 197-11 WAC adopted by reference therein, as presently existing and as may subsequently be amended, are hereby adopted by reference, as if fully set forth herein:

<del>173-806-010</del>	<del>Authority.</del>
<del>173-806-020</del>	<del>Purpose of this part and adoption by reference.</del>
<del>173-806-030</del>	<del>Additional definitions.</del>
<del>173-806-040</del>	<del>Designation of responsible official.</del>
<del>173-806-050</del>	<del>Lead agency determination and responsibilities.</del>
<del>173-806-053</del>	<del>Transfer of lead agency status to a state agency.</del>
<del>173-806-055</del>	<del>Additional considerations in time limits applicable to the SEPA process.</del>
<del>173-806-058</del>	<del>Additional timing considerations.</del>
<del>173-806-065</del>	<del>Purpose of this part and adoption by reference.</del>
<del>173-806-070</del>	<del>Flexible thresholds for categorical exemptions.</del>
<del>173-806-080</del>	<del>Use of exemptions.</del>
<del>173-806-090</del>	<del>Environmental checklist.</del>
<del>173-806-100</del>	<del>Mitigated DNS.</del>
<del>173-806-110</del>	<del>Purpose of this part and adoption by reference.</del>
<del>173-806-120</del>	<del>Preparation of EIS—Additional considerations.</del>
<del>173-806-125</del>	<del>Additional elements to be covered in an EIS.</del>
<del>173-806-128</del>	<del>Adoption by reference.</del>
<del>173-806-132</del>	<del>Public notice.</del>
<del>173-806-140</del>	<del>Designation of official to perform consulted agency responsibilities for the City.</del>
<del>173-806-150</del>	<del>Purpose of this part and adoption by reference.</del>
<del>173-806-155</del>	<del>Purpose of this part and adoption by reference.</del>
<del>173-806-160</del>	<del>Substantive authority.</del>
<del>173-806-170</del>	<del>Appeals.</del>
<del>173-806-173</del>	<del>Notice/statute of limitations.</del>
<del>173-806-175</del>	<del>Purpose of this part and adoption by reference.</del>
<del>173-806-180</del>	<del>Adoption by reference.</del>
<del>173-806-185</del>	<del>Purpose of this part and adoption by reference.</del>
<del>173-806-205</del>	<del>Effective date.</del>
<del>173-806-220</del>	<del>Severability.</del>
<del>173-806-230</del>	<del>Adoption by reference.</del>

<b><u>173-802-010</u></b>	<u>Authority.</u>
<b><u>173-802-020</u></b>	<u>Adoption by reference.</u>
<b><u>173-802-030</u></b>	<u>Purpose.</u>
<b><u>173-802-040</u></b>	<u>Additional definitions.</u>
<b><u>173-802-050</u></b>	<u>Designation of responsible official.</u>

<b><u>173-802-060</u></b>	<u>Additional timing considerations.</u>
<b><u>173-802-070</u></b>	<u>Threshold determination process—Additional considerations.</u>
<b><u>173-802-080</u></b>	<u>Mitigated DNS.</u>
<b><u>173-802-090</u></b>	<u>EIS preparation.</u>
<b><u>173-802-100</u></b>	<u>Public notice requirements.</u>
<b><u>173-802-110</u></b>	<u>Policies and procedures for conditioning or denying permits or other approvals.</u>
<b><u>173-802-120</u></b>	<u>Environmentally sensitive areas.</u>
<b><u>173-802-130</u></b>	<u>Threshold levels adopted by cities/counties.</u>
<b><u>173-802-140</u></b>	<u>Responsibilities of individuals and work units within the department.</u>
<b><u>173-802-150</u></b>	<u>Coordination on combined department—Federal action.</u>
<b><u>173-802-190</u></b>	<u>Severability.</u>

#### **14.02.035 Options and additions to provisions adopted by reference.**

In addition to the WAC provisions adopted by reference herein, the following options are adopted and incorporated herein by this reference:

A. WAC ~~173-806-050~~ 173-02-050 Lead agency determination and responsibilities. (4) If the City of Lakewood or any of its departments receives a lead agency determination made by another agency that appears inconsistent with the criteria of WAC ~~197-11-253~~ or ~~197-11-922~~ through ~~197-11-940~~, it may object to the determination. Any objection must be made to the agency originally making the determination and resolved within 15 days of receipt of the determination, or the City/county must petition the Department of Ecology for a lead agency determination under WAC ~~197-11-946~~ within the 15-day time period. Any such petition on behalf of the City/county may be initiated by the City's SEPA responsible official.

B. WAC ~~173-806-058~~ 173-802-060 Additional timing considerations. (1) For nonexempt proposals, the DNS or draft EIS for the proposal shall accompany the City's/county's staff recommendation to any appropriate advisory body, such as the Planning Commission.

C. WAC ~~173-806-100~~ 173-802-080 Mitigated DNS. (1) As provided in this section and in WAC ~~197-11-350~~, the responsible official may issue a DNS based on conditions attached to the proposal by the responsible official or on changes to, or clarifications of, the proposal made by the applicant.

3. The responsible official should respond to the request for early notice within 15 working days. The response shall:
  - a. Be written;
  - b. State whether the City/county currently considers issuance of a DS likely and, if so, indicate the general or specific area(s) of concern that is/are leading the City/county to consider a DS; and

c. State that the applicant may change or clarify the proposal to mitigate the indicated impacts, revising the environmental checklist and/or permit application as necessary to reflect the changes or clarifications.

6. (Note: GMA counties/cities may use either Option 1 or 2; non-GMA counties/cities must use Option 1. A mitigated DNS is issued under either WAC [197-11-340\(2\)](#), requiring a 14-day comment period and public notice, or WAC [197-11-355](#), which may require no additional comment period beyond the comment period on the notice of application.

#### **14.02.060 Timing of Environmental Review.**

\* \* \*

B. At the latest, the City shall begin the environmental review process when a completed application for City approval of a nonexempt action has been received. The official responsible shall make a threshold determination on a completed application within ~~90~~120 days after the application and supporting documentation are complete and received, with the determination being made on the direct and indirect cumulative effects on the elements of the environment set forth in WAC 197-11-444. The applicant may request an additional 30 days for the threshold determination.

### **Title 15**

**15.05.020 Codes adopted by reference.** The following codes, as herein adopted and further amended, shall be collectively known as the Lakewood Building Code.

A. The 2015 Edition of the International Building Code (IBC), including Appendix Chapters E, G, J and I, published by the International Code Council and amended by the Washington State Building Code Council in Chapter 51-50 WAC, is hereby adopted by reference and as subsequently amended by this chapter.

B. The 2015 Edition of the International Residential Code (IRC) excluding Sections R103, R104, R105, R106, R107, R108, R109, R110, R111, R112, R113, R114, but including Appendices F, Q and V, as published by the International Code Council and as adopted and amended by the Washington State Building Code Council in Chapter 51-51 WAC, is hereby adopted by reference and as subsequently amended by this chapter. Per the International Existing Buildings Code (IEBC) Section 302.2 Additional Codes, alterations, repairs, additions and changes of occupancy to, or relocation of, existing buildings and structures shall comply with the provisions for alterations, repairs, additions and changes of occupancy or relocation, respectively, in the IEBC and the International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, International Private Sewage Disposal

Code, International Residential Code and NFPA 70. Where provisions of the other codes conflict with provisions of the IEBC, the provisions of the IEBC shall take precedence.

C. The 2015 Edition of the International Mechanical Code (IMC) published by the International Code Council and amended by the Washington State Building Code Council in Chapter 51-21 WAC; including the 2015 International Fuel Gas Code, the 2011 Edition of NFPA 58 and the 2012 Edition of ANSI Z223.1/NFPA 54 as amended by the Washington State Building Code Council, are hereby adopted by reference and as subsequently amended by this chapter.

D. The 2015 Edition of the International Fire Code (IFC), including Appendix Chapters B, C, D (Sections 105 and 106), E, F and G, published by the International Code Council and amended by the Washington State Building Code Council in Chapter 51-54A WAC, is hereby adopted by reference and as subsequently amended by this chapter.

E. The 2015 Edition of the Uniform Plumbing Code, including Appendices A, B and I, published by the International Association of Plumbing and Mechanical Officials and amended by the Washington State Building Code Council in Chapter 51-56 WAC, is hereby adopted by reference and as subsequently amended by this chapter.

F. The 2015 Edition of the International Energy Conservation Code, as amended by the Washington State Building Code Council in Chapters 51-11C and 51-11R WAC and known as the Washington State Energy Code, is hereby adopted.

G. The 2015 Edition of the International Existing Buildings Code, published by the International Code Council and amended by the Washington State Building Code Council in Chapter 51-50 WAC, is hereby adopted. Per the International Existing Buildings Code (IEBC) Section 302.2 Additional Codes, alterations, repairs, additions and changes of occupancy to, or relocation of, existing buildings and structures shall comply with the provisions for alterations, repairs, additions and changes of occupancy or relocation, respectively, in the IEBC and the International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, International Private Sewage Disposal Code, International Residential Code and NFPA 70. Where provisions of the other codes conflict with provisions of the IEBC, the provisions of the IEBC shall take precedence.

H. The 2015 Edition of the International Performance Code, published by the International Code Council, is hereby adopted.

I. The 2015 Edition of the International Property Maintenance Code, published by the International Code Council, is hereby adopted.

J. The current edition of the National Electrical Code, published by the National Fire Protection Association, as adopted in Chapter 296-46B WAC and Chapter 19.28 RCW, except that

“Department” shall mean either the State Department of Labor and Industries or Tacoma Public Utilities, depending on geographic service area located within Lakewood’s city limits.

## **Title 17**

### **17.02.030 Division of land by streets or rights-of-way.**

The City declares that the following shall not, of themselves, result in the division of a parcel:

- A. A state or federal road or highway; or
- B. A City street that has been adopted as part of the City street system; or
- C. A City street right-of-way that has been acquired or accepted by the City but is an unopened City street as defined in LMC Section 2.00 in Chapter 12.14 of the City Site Development Regulations, or as amended.

## **New Chapter 17.17** **PLAT ALTERATIONS**

### **17.17.010 Filing.**

When any person is interested in the alteration of any subdivision or the altering of any portion thereof, except as provided in RCW 58.17.040(6), that person shall submit an application to request the alteration to the City of Lakewood.

### **17.17.020. Application Submittal.**

- A. The application shall contain the signatures of the majority of those persons having an ownership interest of lots, tracts, parcels, sites, or divisions in the subject subdivision or portion to be altered. If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration of the subdivision or portion thereof.
- B. A complete application as provided by the Community and Economic Development Department.
- C. A copy of the plat proposed to be altered and all affiliated codes, covenants and restrictions.
- D. A detailed plan of the proposed alteration drawn to the scale of one inch equals 50 feet. The detailed plan shall clearly show the following information:



1. North arrow;
2. The location, names and right-of-way widths of all existing and proposed streets and driveways within 250 feet of the boundaries of the proposed subdivision;
3. The location, names and right-of-way widths of all proposed streets and their proposed paved width;
4. Lot layout with lot line dimensions, the area in square feet contained in each lot;
5. The location and use of all existing buildings within the proposed subdivision, indicating which buildings are to remain and which are to be removed;
6. The use and approximate location of all buildings within 150 feet of the boundaries of the proposed subdivision;
7. The location, size and use of all contemplated and existing public areas within the proposed subdivision, and a description of the adaptability of the area for uses contemplated;
8. The location, size and kind of public utilities in and adjacent to the proposed subdivision, indicating those utilities which will provide service to the proposed development and their planned location within the subdivision to include any existing easements;
9. Location and disposition of any wells, creeks, drainage courses, drainage ways, septic tanks, drainfields, 100-year floodplain boundaries and easements in or within 200 feet of the proposed subdivision;
10. Topography and five-foot contours certified by the engineer or surveyor within the proposed subdivision; or, as an alternative in the case of a partition of one acre or less, elevations at each existing and proposed property corner. One-foot or two-foot contours may be required, at the Community Development Director's discretion;
11. Topography and at least 10-foot contours outside, but within 200 feet of, the proposed subdivision. The base for such information shall be the National Geodetic Survey (USGS), or other survey approved by the Community Development Director;
12. The location of all significant trees (as defined in the Lakewood Zoning Code) within the proposed subdivision, and for 150 feet beyond the terminus of all dead-end streets. (Individual trees in a stand of five trees or more need not be shown, but the area covered by the stand dripline shall be shown.) For trees outside the subdivision boundaries, the location of said trees may be based on aerial photographs or other

methods acceptable to the Community Development Director, and which do not require the applicant to trespass on adjacent property;

13. For all 100-year floodplain boundaries shown on the vicinity map, the elevation of the 100-year flood at the point immediately upstream from the subdivision, and the direction and distance to said point;
14. The location of identified hazards or development limitation areas identified by the City of Lakewood critical areas map;
15. The location of any state shorelines and associated wetlands within the subdivision, as defined by state law and the City of Lakewood Shoreline Master Program.

E. Such additional information as the Community Development Director deems necessary.

#### **17.17.030 Plat Alteration Procedure.**

A. Plat alterations are type III permits and shall be processed as outlined in 18A.20.080 and RCW 58.17.215.

B. Upon receipt of an application for alteration, the legislative body shall provide notice of the application to all owners of property within the subdivision, and as provided for in RCW 58.17.080 and 58.17.090. The notice shall either establish a date for a public hearing or provide that a hearing may be requested by a person receiving notice within fourteen days of receipt of the notice.

C. The Hearing Examiner shall determine the public use and interest in the proposed alteration and may deny or approve the application for alteration. If any land within the alteration is part of an assessment district, any outstanding assessments shall be equitably divided and levied against the remaining lots, parcels, or tracts, or be levied equitably on the lots resulting from the alteration. If any land within the alteration contains a dedication to the general use of persons residing within the subdivision, such land may be altered and divided equitably between the adjacent properties.

D. After approval of the alteration, the City of Lakewood shall order the applicant to produce a revised drawing of the approved alteration of the final plat or short plat, which after signature of the City of Lakewood Community and Economic Development Director, shall be filed with the county auditor to become the lawful plat of the property.

#### **Title 18A**

##### **18A.10.180 Definitions.**

“Adult family home” means a residential home in which a person or persons provide personal care, special care, room and board to more than one but not more than ~~six~~ eight adults who are

not related by blood or marriage to the person or persons providing the services (RCW 70.128.010 and Chapter 220, Laws of 2020.) Adult family homes shall serve those with functional limitations and are not intended to serve those with a history of violence, including sex offenses. See also “Group home.”

“Affordable housing” and “affordable unit” mean a dwelling unit(s) reserved for occupancy by eligible households and having monthly housing expenses to the occupant no greater than thirty percent (30%) of a given monthly household income, adjusted for household size, as follows:

1. Moderate Income. For owner-occupied housing, eighty percent (80%) of the area median income, and for renter-occupied housing, sixty percent (60%) of the area median income.
2. Pursuant to the authority of RCW 36.70A.540, the City finds that the higher income levels specified in the definition of affordable housing in this title, rather than those stated in the definition of “low-income households” in RCW 36.70A.540, are needed to address local housing market conditions in the City.
3. For LMC Chapter 3.64, “Affordable housing” means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent (30%) of the household's monthly income. For the purposes of housing intended for owner occupancy, “affordable housing” means residential housing that is within the means of low or moderate-income households.

“Attached accessory dwelling unit” means an accessory dwelling unit (ADU) located within or attached to a single-family housing unit, duplex, triplex, townhome, or other housing unit.

“Cargo containers”, also known as intermodal freight containers or shipping containers, means standardized, reusable portable vessels that were originally designed for use in intercontinental traffic of freight and designed to be mounted on a rail car, truck or ship. When such containers are used as a building or structure, they are subject to the provisions of the building code as adopted and modified by the City of Lakewood. Accordingly, a building permit is required to locate and use such structures. (See 2015 Internal Building Code Sect. 105.1- Permit Required). The site and building construction plans shall be adequate to demonstrate compliance with building, fire and site regulatory standards. Structural calculations are required for altered or structurally connected containers. As with other prefabricated structures such as portables or manufactured homes, building code approval of cargo containers may be obtained through the Washington State, Department of Labor and Industries (L&I), Manufactured Homes & Other Mobile Structures.

“Condominium” means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common

elements are vested in the unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to Chapter 64.34 (RCW). (RCW 64.34.020 (10).)

“Condominium, detached” means a condominium pursuant to Chapter 64.34 RCW comprising one dwelling unit within one structure that is surrounded by a yard area and has an outward appearance of a detached single-family residence. All legal features of a condominium, including common ownership, declarations, and other provisions, shall be consistent with Chapter 64.34 RCW.

“Detached accessory dwelling unit” means an accessory dwelling unit (ADU) that consists partly or entirely of a building that is separate and detached from a single-family housing unit, duplex, triplex, townhome, or other housing unit.

“Detached single family” means a dwelling unit surrounded on all sides by open space.  
“Dwelling unit, one unit per structure, detached” means the same thing as “single-family dwelling unit” and “single-family residence.”

“Dwelling unit” means a residential living unit that provides complete independent living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking, and sanitation.

“Efficiency dwelling unit” means a small one-room unit, which includes all living and cooking areas with a separate bathroom.

“Lot, or corner” means a lot at the junction of and having frontage on two or more intersecting streets.

“Major transit stop” means: a stop on certain high capacity transportation systems; commuter rail stops; stops on rail or fixed guideway systems, including transitways; stops on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or stops for a bus or other transit mode providing fixed route service at intervals of at least 15 minutes during the peak hours of operation.

“Motion picture studio” means film or video production uses including onsite production facilities and associated non-permanent structures, and/or temporary sets.

~~“Multifamily” means four (4) or more residential units in one (1) building.~~ “Multi-family housing” or “multifamily” means building(s) having four (4) or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings.

“Permanent residential occupancy” means multifamily housing that provides either rental or owner occupancy for a period of at least one month. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis.

"Permanent supportive housing" is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW.

"Rapid re-housing" means housing search and relocation services and short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.

"Rehabilitation improvements" means modifications to existing structures that are vacant for twelve (12) months or longer, that are made to achieve a condition of substantial compliance with existing building codes or modification to existing occupied structures which increase the number of multi-family housing units.

"Residential target area" ("RTA") means an area that has been designated by the City Council as lacking sufficient, available, desirable, and convenient residential housing to meet the needs of the public. See LMC Chapter 3.64.

"Residential use" means the occupancy of permanent living quarters, as opposed to temporary accommodations for travelers, and certain accessory uses to such living quarters.

"Shipping containers": See "Cargo containers"

"Senior and/or disabled family or household" means one or more persons 62 years of age or older and/or disabled persons, and their domestic partners and/or live-in caregivers who need not be 62 years of age or older and/or disabled, who are domiciled together; provided, that the number of individuals occupying the dwelling unit shall not exceed the occupant load of the structure, as calculated under the city's adopted building code.

"Space, loading" means a marked off-street space or berth on the same lot with a building, or contiguous to a group of buildings for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials, and which abuts upon a street, alley or other appropriate means of access.

“Space, parking” means an off-street space used temporarily to park a motor vehicle and having access to a public street or alley. This does not include entrance alleyways or access space to a parking lot. This space does not include area for required circulation.

“Specialized senior housing dwelling unit” means a room or rooms located within a senior housing development designed, arranged, occupied or intended to be occupied by not more than one senior and/or disabled family or household as living accommodations separate from other households, except that specialized senior housing dwelling units need not contain food preparation facilities and areas within the room or rooms.

“Stacked duplex” means a small- to medium-sized structure that consists of two stacked dwelling units, one on top of the other, both of which face and are entered from the street.

“Three family residential, attached or detached dwelling units” means three dwelling units located on one property. The term means the same thing as “triplex.”

“Townhouse” means a type of attached multifamily dwelling in a row of at least two such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

“Trailer” means every vehicle without motive power designed for being drawn by or used in conjunction with a motor vehicle.

“Transit shelter” means a small roofed structure which provides partial protection from the elements for persons waiting for buses, trains or other transit vehicles.

“Transit station” means more than one transit shelter in one location, or one large shelter, typically serving several transit routes and/or modes of transit, and which may or may not incorporate accessory convenience retail and service establishments.

“Transitional housing” means housing that provides homeless individuals and families with the interim stability and support to successfully move to and maintain permanent housing. Transitional housing may be used to cover the costs of up to 24 months of housing with accompanying supportive services. Program participants must have a lease (or sublease) or occupancy agreement in place when residing in transitional housing.

“Two family residential structure, attached or detached dwelling units” means two dwelling units located on one property. The term means the same thing as “duplex” or “stacked duplex units.” A single-family dwelling containing an accessory dwelling unit shall not be interpreted as a duplex.

Replace existing table with table below

Applications	Public Notice of Application	Director	HE	PC	CC
<b>TYPE I ADMINISTRATIVE</b>					
Accessory building	N	D	O/Appeal	N	N
Accessory dwelling unit	N	D	O/Appeal	N	N
Administrative nonconforming determination	N	D	O/Appeal	N	N
Boundary line adjustment	N	D	O/Appeal	N	N
Business license	N	D	O/Appeal	N	N
Certificate of occupancy	N	D	O/Appeal	N	N
Commercial addition/remodel	N	D	O/Appeal	N	N
Demolition permit	N	D	O/Appeal	N	N
Design review	N	D	O/Appeal	N	N
Final subdivision plat (10 or more lots)	Y	D	O/Appeal	N	N
Home occupation permit			O/Appeal		
Land use permit – minor modification	N	D	O/Appeal	N	N
Manufactured/mobile home permit	N	D	O/Appeal	N	N
New commercial building permit	N	D	O/Appeal	N	N
New single-family building permit	N	D	O/Appeal	N	N
Pre-application conference permit	N	N	N	N	N
Preliminary and final short plats (creating 2 – 9 lots)	N	D	O/Appeal	N	N
Reasonable accommodation request	N	D	O/Appeal	N	N
Residential addition/remodel	N	D	O/Appeal	N	N
Shoreline exemption	N	D	O/Appeal	N	N
Sign permit	N	D	O/Appeal	N	N
Site development permit	N	D	O/Appeal	N	N
Small wireless facility permit	See Chapter 18A.95 LMC				
Temporary use permit	N	D	O/Appeal	N	N
Transfer of development rights	N/A (Program administered by Pierce County)				
Time extension or minor modification to a Type I permit	N	D	O/Appeal	N	N

Tree removal permit	N	D	O/Appeal	N	N
Zoning certification	N	D	O/Appeal	N	N
Zoning (map and/or text) interpretation or determination	N	D	O/Appeal	N	N
<b>TYPE II ADMINISTRATIVE</b>					
Binding site plan	Y	D	O/Appeal	N	N
Cottage housing	Y	D	O/Appeal	N	N
Environmental review (SEPA) – (SEPA Checklist and Threshold Determination)	Y	D	O/Appeal	N	N
Preliminary and final short plats (2 – 9 lots)	Y	D	O/Appeal	N	N
Shoreline conditional use permit	Y	D	O/Appeal	N	N
Shoreline substantial development permit	Y	D	O/Appeal	N	N
Shoreline variance permit	Y	D	O/Appeal	N	N
Time extension or minor modification to a Type II permit	Y	D	O/Appeal	N	N
Transitory accommodation permit	Y	D	O/Appeal	N	N
<b>TYPE III DISCRETIONARY</b>					
Conditional use permit	Y	R	D	N	N
Land use permit – major modification	Y	R	D	N	N
Major modification to a Type III permit	Y	R	D	N	N
Planned development district	Y	R	D	N	N
Preliminary plat, long	Y	R	D	N	N
Public facilities master plan	Y	R	D	N	N
Shoreline conditional use permit when referred by the Shoreline Administrator	Y	R	D	N	N
Shoreline substantial development permit when referred by the Shoreline Administrator	Y	R	D	N	N
Shoreline variance when referred by the Shoreline Administrator	Y	R	D	N	N
Time extension to a Type III permit	Y	R	D	N	N
Unusual use(s) permit	Y	R	D	N	N
Variance	Y	R	D	N	N
Zoning Map amendment, site specific	Y	R	D	N	CC/ Appeal



TYPE IV OTHER					
Scrivener corrections to CPA map and/or CPA text	Y	R	N	N	D
TYPE V LEGISLATIVE					
Annexation	Y	R	N	R	D
Comprehensive Plan Map only amendment, Area Wide	Y	R	N	R	D
Comprehensive Plan Map only amendment, site specific	Y	R	N	R	D
Comprehensive Plan text only amendment	Y	R	N	R	D
Development agreement	Y	R	N	R	D
Shoreline Master Program amendment	Y	R	N	R	D
Zoning amendment Text only	Y	R	N	R	D

18A.20.320

~~18A.20.320 Use of Pierce County Assessor's Office taxpayer data.~~

~~The available records of the Pierce County Assessor's Office shall be used for determining the property taxpayer of record. Addresses for mailed notice shall be obtained from the County's real property tax records. All public notices shall be deemed to have been provided or received on the date the notice is deposited in the mail or personally delivered, whichever occurs first.~~

18A.20.400 Specific Appeal Procedures

\* \* \*

**C. SEPA.**

1. Environmental appeals are subject to the requirements of LMC 14.02.200, in addition to the requirements found in this subsection.
2. The City establishes the following administrative appeal procedures under RCW 43.21.C.075 and WAC 197-11-680:
  - a. Any agency or person may appeal the City's conditioning, lack of conditioning or denial of an action pursuant to Chapter 197-11 WAC. All such appeals shall be made to the Hearing Examiner and must be filed within seven (7) days after the comment period before the threshold decision has expired. This appeal and any other appeal of a land use action shall be considered together.
  - b. The following threshold decisions or actions are subject to timely appeal:

- i. Determination of Significance. Appeal of a determination of significance (DS) or a claim of error for failure to issue a DS may only be appealed to the Hearing Examiner within that ~~ten (10)~~ ~~fourteen (14)~~ day period immediately following issuance of such initial determination.

## Article VI. Planned Development

\* \* \*

18A.30.540 Application.

\* \* \*

C. All PDD Applications. An applicant for a PDD shall submit the following items to the City, unless the Director finds in writing that one or more submittals are not required due to unique circumstances related to a specific development proposal:

1. Narrative. A detailed narrative that includes:

- a. Improvement. A description detailing how the proposed development will provide a net benefit to the City ~~be superior to or more innovative than conventional development methods as allowed under the City's land use regulations~~ and how the approval criteria set forth in LMC 18A.30.560 have been satisfied;
- b. Public Benefit. A description of how the proposed PDD will benefit the public in a manner greater than that achieved if the project was to be developed using conventional land use regulations;
- c. Density Table. A table illustrating the density and lot coverage of the overall development, with the proportion of the site devoted to open space clearly indicated;
- d. Uses. A description of the types and numbers of dwelling units proposed and the overall land use density and intensity;
- e. Open Space and Recreation. A description of the proposed open space and recreation areas including any proposed improvements, including specific details regarding the ownership and maintenance of such areas;
- f. Landscaping. Detailed information regarding all proposed landscaping that is not included on an associated landscaping plan;
- g. Modifications. A description of the specific City standards as set forth in the underlying zoning district that the applicant is proposing for modification in accordance with Chapter 18A.20 LMC; and

h. Impacts. A description of potential impacts to neighboring properties and how impacts have been mitigated through site design, screening buffering and other methods.

2. Site Plan. A site plan with the heading “Planned Development District Site Plan” that includes any additional information that is not included on the standard preliminary plat map, including building footprints, proposed landscaping, open space and parks and/or recreational areas including trails and proposed setbacks;

~~3. Drawings. Elevation drawings illustrating facade and building design elements, including height, overall bulk/mass and density and proposed residential design features that will provide for a superior development;~~

~~34.~~ Landscape Plan/Map. A conceptual landscape plan/map showing the proposed location and types of vegetation and landscaping. The landscape plan may also be incorporated into the PDD site plan and narrative;

~~45.~~ Phases. A phasing plan, if the development will occur in distinct phases with a written schedule detailing the timing of improvements;

~~56.~~ Development Agreement. A draft development agreement, if proposed by the applicant or as required by the City; and

~~67.~~ Conditions. A draft of proposed covenants, conditions and restrictions demonstrating compliance with this chapter.

D. An applicant shall provide sufficient facts and evidence to enable the Hearing Examiner to make a decision. The established fee shall be submitted at time of application.

E. Notice of application shall be provided pursuant to LMC 18A.30.330.

#### **18A.30.600 Permitted residential density and lot sizes.**

A. The number of dwelling units permitted in a planned development district may exceed the development standards found in LMC 18A.60.030. The permitted density shall be the maximum number of dwelling units allowed per gross acre (DUA) and shall be as follows:

1. R1 zoning district: ~~2~~ 4 DUA;
2. R2 zoning district: 4 DUA;
3. R3 zoning district: 7 DUA;

4. R4 zoning district: 9 DUA.

B. The minimum lot sizes in gross square feet (GSF) for the residential zoning districts subject to the planned development district overlay shall be as follows:

1. R1 zoning district: 10,000 ~~20,000~~ GSF;

2. R2 zoning district: 10,000 GSF;

3. R3 zoning district: 6,000 GSF;

4. R4 zoning district: 4,800 GSF.

C. The residential density and lot size standards of all other zoning districts are not subject to change.

**~~18A.30.640 Required Certificates and Approvals.~~**

~~Binding site plans shall include all the required certificates of a final plat. PDDs shall be subject to design review in accordance with LMC 18A.60.010 through 18A.60.050.~~

**CHAPTER 18A.40 - LAND USES AND INTERPRETATION TABLES**

Sections

18A.40.005	Definitions
18A.40.010	Purpose.
18A.40.020	Interpretation of Land Use Tables.
<u>18A.40.025</u>	<u>Restrictions on Dangerous and Objectional Elements.</u>
18A.40.030	Agricultural Uses.
18A.40.040	Commercial and Industrial Uses.
18A.40.050	Eating and Drinking Establishments.
18A.40.060	Essential Public Facilities.
18A.40.070	Government Services, General.
18A.40.080	Health and Social Services.
18A.40.090	Lodging.
18A.40.100	Open Space.
18A.40.110	Residential Uses.
18A.40.120	Special Needs Housing.
18A.40.130	Special Regulations in AICUZ Zoning Districts.
18A.40.140	Transportation.
18A.40.150	Utilities.
18A.40.160	Marijuana.

#### **18A.40.025**

##### **Restrictions on Dangerous and Objectional Elements.**

A. Noise. The provisions of LMC 8.36, Noise Control, shall apply. In addition, frequent, repetitive or continuous sounds emanating from any use or facility, other than transportation facilities or temporary construction work shall not exceed seventy-five (75) decibels at the property lines. If the Community Development Director determines it to be necessary or has reason to believe that noise levels are being exceeded, the owner and/or operator of a use or facility shall be required to provide noise reading data for noise levels at all property lines.

B. Vibration. No vibration shall be permitted which is discernible without instruments at the points of measurement specified in this section.

C. Odors. No emission shall be permitted of odorous gases or other odorous matter released from any operation or activity in such quantities so as to exceed the odor threshold beyond lot lines. The odor threshold shall be defined as the concentration in the air of a gas or vapor which will just evoke a response in the human olfactory system.

D. Glare. No direct or reflected light or glare, whether from floodlights or from high temperature processes such as combustion or welding or otherwise, so as to be visible at the property lines or skyward beyond the building height of the zone, shall be permitted. This restriction shall not apply to signs or lighting of buildings for security protection purposes as permitted by this title.

E. Radioactivity or Electrical Disturbance. The regulations of the federal occupational safety and health standards shall apply for all radioactivity and electrical disturbance unless local codes and ordinances supersede this federal regulation.

F. Fire and Explosion Hazards. The relevant provisions of federal, state and local laws and regulations shall apply.

G. Smoke, Fly Ash, Dust, Fumes, Vapors, Gases and Other Forms of Air Pollution. The standards of the Puget Sound Air Pollution Control Agency, Regulation I, or those regulations as may be subsequently amended, shall apply.

H. Liquid or Solid Wastes. No discharge of any materials of such nature or temperature as can contaminate any water supply, interfere with bacterial processes in sewage treatment or otherwise cause the emission of dangerous or offensive elements shall be permitted at any point into any public sewer, private sewage disposal system or stream, or into the ground, except in accord with standards approved by the State Department of Ecology or other appropriate state agencies.

I. Hazardous substances or wastes. No release of hazardous substances or wastes which could contaminate any water supply, interfere with bacterial processes in sewage treatment or otherwise cause the emission of dangerous or offensive elements shall be permitted at any point into any public sewer, private sewage disposal system, watercourse or water body, or the ground, except in accordance with standards approved by the State Department of Ecology or other appropriate state or federal agency. The relevant provisions of federal, state and local laws and regulations shall apply, and compliance shall be certified by applicants for permits under this title. The following site development standards shall apply:

1. Hazardous waste facilities shall meet the location standards for siting dangerous waste management facilities adopted pursuant to Chapter 70.105 RCW.

2. Hazardous substance land use facilities shall be located at least:

- a. Two hundred (200) feet from unstable soils or slopes which are delineated in a geo-technical report or on a critical areas hazard area map.
- b. Two hundred (200) feet from the ordinary high-water mark of major or minor streams or lakes which are delineated in a wetland report or on a critical areas wetlands area map, and from shorelines of statewide significance or shorelines of the state.
- c. One-quarter (1/4) mile from public parks, public recreation areas or natural preserves, or state or federal wildlife refuges; provided, that for purposes of this section public recreation areas does not include public trails.
- d. Fifty (50) feet from any property line to create and serve as an onsite hazardous substance land use facility buffer zone. The buffer zone setback line for any hazardous substance land use facility shall apply to all such facilities in all zoning districts.
- e. Five hundred (500) feet and one hundred (100) feet from a residential zone and a residential unit respectively.
- f. Five hundred (500) feet from a public assembly use or location.

3. Hazardous substance land use facilities shall not be located in the one hundred (100) year floodplain.

4. Hazardous substance land use facilities which are not entirely enclosed within a building shall provide a Type V solid screen landscaping buffer in the hazardous substance facility buffer zone as required by LMC 18A.50.400, Landscaping.

5. Aboveground hazardous substance land use facilities shall be constructed with containment controls which will prevent the escape of hazardous substances or wastes in the event of an accidental release from the facility, and shall meet federal, state and local design and construction requirements.

6. Underground hazardous substance land use facilities shall meet federal, state and local design and construction requirements.

7. Hazardous substance land uses shall comply with the 1997 Uniform Fire Code and as revised thereafter.

8. Hazardous substance land uses shall provide a Hazardous Materials Inventory Statement for review and approval by the Fire Marshal. A Hazardous Materials Management Plan shall also be provided, if required by the Fire Marshal.

9. Hazardous substance land uses should use traffic routes which do not go through residential zones.

10. Without limiting the application of the Uniform Fire Code, above and below ground diesel fuel storage tanks exclusively intended for use on stationary, on-site, oil burning equipment, such as electrical power generator systems, in all nonresidential zoning districts shall be exempt from the hazardous substance regulations of this section, and above and below ground diesel fuel tanks of up to six thousand (6,000) gallons intended exclusively for use by essential governmental facilities for stationary, on-site, oil burning equipment, such as electrical power generator systems, in residential zones shall be exempt from the hazardous substance regulations of this section. However, all above-ground diesel fuel tanks over five hundred (500) gallons exempted by this subsection are required to have a five (5) foot minimum landscape buffer surrounding the tank to buffer the visual impacts of these tanks. Moreover, the Community Development Director shall have the discretion to increase or modify this landscape buffer requirement depending upon the specific circumstances posed by any particular tank location.

11. Residential uses are limited to a two hundred (200) gallon tank limit for household fuels that are classified as hazardous substances.

12. The hazardous substance zoning code regulations, except as specifically exempted in this section, shall apply to all hazardous substances as defined in this title.

13. In case of conflict between any of these site development standards and the development standards of specific zoning districts or other requirements of this title, the more restrictive requirement shall apply.

#### **18A.40.040 Commercial and Industrial Uses**

A. Commercial and Industrial Land Use Table. See 18A.10.120 (D) for the Purpose and Applicability of Zoning Districts

	Zoning Classifications																					
	R 1	R 2	R 3	R 4	M R 1	M R 2	M F 1	M F 2	M F3	M F3 (1)	A R C	N C 1	N C 2	T O C	C B D	C 1	C 2	C 3	I B P	I 1	I 2	P I
Accessory commercial B(5)	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	-	-	-
Accessory Industrial B(6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	P	P	-
Accessory retail or services	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	-	-	P
Artisan shop	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	-	-	-
Auto and vehicle sales/rental B(8)	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	P	P	-	-	-	-	-
Auto parts sales	-	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	P	-	-	-	-	-
Bank, financial services	-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	-	P	-	-	-	-	-
Brewery – production B(1)*	-	-	-	-	-	-	-	-	-	P	-	-	C	C	C	P	C	-	P	-	-	-
Building and landscape materials sales	-	-	-	-	-	-	-	-	C	-	-	P	P	-	P	P	P	-	-	-	-	-
Building contractor, light	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	P	P	-
Building contractor, heavy	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	C	C	C	-
Business support service	-	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	P	-	P	-	-	-
Catering service	-	-	-	-	-	-	-	-	-	P	C	P	P	P	P	C	P	-	-	-	-	-
Cemetery, mausoleum, columbarium	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-
Club, lodge, private meeting hall	-	-	C	-	-	-	-	-	C	C	C	P	P	P	P	-	C	-	-	-	-	-
Commercial recreation facility – indoor	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	C	C	-	C
Commercial recreation facility – outdoor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-
Community center	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	P	-	-	-	-	C
Construction/heavy equipment sales and rental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	C	-
Convenience store	-	-	-	-	-	-	-	-	-	P	-	P	P	C	C	C	P	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	P	-	-	P	-	-
Flex Space B(7)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P	P	-	P	P	-	-
Fuel dealer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	P	-	-
Furniture/fixtures manufacturing, cabinet shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	C	P	P	-
Furniture, furnishings, appliance/ equipment store	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-
Gas station	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	-	-	-
General retail	-	-	-	-	-	-	-	-	-	P	-	P	P	P	P	-	P	-	P	-	-	-
Golf course, country club	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grocery store, large	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	P	-	-	-	-	-
Grocery store, small	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	P	-	-	-	-	-
Handcraft industries, small- scale manufacturing	-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	P	C	-	P	P	-	-
Health/fitness facility,	-	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	-	P	C	-	-	-



	Zoning Classifications																					
	R 1	R 2	R 3	R 4	M R 1	M R 2	M F 1	M F 2	M F3	M F3 (1)	A R C	N C 1	N C 2	T O C	C B D	C 1	C 2	C 3	I B P	I 1	I 2	P I
commercial																						
Health/fitness facility, quasi-public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	P
Kennel, animal boarding B(3)	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	P	C	-	C	P	-	-
Laboratory – Medical/Analytical	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	P	P	-	P
Laundry, dry cleaning plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	C	C	-	-
Library, museum	-	-	-	-	-	-	-	-	-	-	-	P	P	C	P	-	C	-	-	-	-	-
Live/work and work/live units	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	C	C	-	C	C	-	-
Maintenance service, client site services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	P	-
Manufacturing, Assembling and Packaging - Light	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	P	-
Manufacturing, Assembling and Packaging - Medium	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	P	P	P	-
Manufacturing, Assembling and Packaging - Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-
Metal Products Fabrication, Machine and Welding – American Direct	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	P	-
Medical Services - Lab													P	P	P	P	P		P			P
Mixed use	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	-	-	-	-	-
Mobile home, RV, and boat sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-
Mortuary, funeral homes and parlors	-	-	-	-	-	-	-	-	-	P	-	-	P	-	P	-	P	-	-	-	-	-
Motion Picture Production Studios	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Office – business services	-	-	-	-	-	-	-	-	-	P	P	P	P	C	P	P	P	-	P	-	-	-
Office – processing	-	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	-	-	P	-	-	-
Office – professional	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	C	P	-	P	-	-	-
Outdoor storage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	P	P	-
Pawn Brokers and Second Hand Dealers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Personal services	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	P	-	-	-	-	-
Personal services – restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	-	-	-
Petroleum product storage and distribution	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Places of assembly	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	p
Printing and publishing	-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	P	P	-	P	P	-	-
Produce stand	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	-	-	-
Recycling facility – processing facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	C	C	-
Repair service - equipment, large appliances	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	-	C	P	P	-
Research and development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-

		Zoning Classifications																					
		R 1	R 2	R 3	R 4	M R 1	M R 2	M F 1	M F 2	M F3	M F3 (1)	A R C	N C 1	N C 2	T O C	C B D	C 1	C 2	C 3	I B P	I 1	I 2	P I
Recycling Facility - Scrap and dismantling yards		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-
Second hand store		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-
Shelter, animal B(3), B(4)		-	-	-	-	-	-	-	-	-	-	-	P	P	-	C	P	C	-	-	P	-	C
Shopping center		-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	C	P	-	-	-	-	-
Social service organization		-	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	C	-	-	-	-	-
Solid waste transfer station		-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	C	P	P	-
Small craft distillery (2)		-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	P	-	-	-
Sports and active recreation facility		-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	C
Storage - personal storage facility		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	C	P	-	-
Studio - art, dance, martial arts, music, etc.		-	-	-	-	-	-	-	-	-	-	-	P	P	C	P	-	P	-	-	-	-	-
Swap meet		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Theater, auditorium		-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-	-
Veterinary clinic B(3)		-	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	P	-	-	P	-	C
Vehicle services – major repair/body work		-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	P	C	-	C	P	P	-
Vehicle services – minor maintenance/repair		-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	P	P	-	P	P	P	-
Vehicle storage		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	P	P	P	-
Warehouse		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	P	P	-	-
Warehouse retail		-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	P	-	-	-
Wholesaling and distribution		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	P	P	-	-
Wildlife preserve or sanctuary		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Wine production facility B(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
	P: Permitted Use C: Conditional Use “-”: Not allowed																						
	*Numbers in parentheses reference use-specific development and operating conditions under subsection B of this section.																						

## B. Operating and development conditions

\* \* \*

8. Auto and Vehicle Sales/Rental. Establishments or places of business engaged in the sales or leasing of motor vehicles, utility trailers, recreational and/or sporting vehicles, commercial vehicles, construction equipment, and heavy equipment subject to compliance with all applicable federal, state, and/or local licensing requirements. Service of vehicles may be permitted as an incidental, and clearly secondary, accessory use. Proposed motor vehicle sales and rental land use types are subject to the following requirements:

- a. The use of trailers, temporary modular homes, and/or manufactured or modular buildings for sales offices or other related activity is prohibited.
- b. All vehicle sales and rental areas will provide supplemental customer parking on site, at a ratio of at least one space for every 2,000 square feet of motor vehicle sales and rental area.
- c. Any arrangement of motor vehicle sales and rentals is allowed as long as adequate fire access is provided per the Fire Marshal.
- d. All loading and unloading of motor vehicles sales and rentals shall occur on site.
- e. The public right-of-way shall not be used to display motor vehicles sales and rental land use types.
- f. No test drives shall occur on local residential streets found in or adjacent to R1, R2, R3, and R4 zoning districts.
- g. Automobile wrecking or motor vehicle wrecking as defined in LMC 18A.90.200 shall not be conducted.
- h. Spray booths and spray rooms shall not be permitted.
- i. Car washes/detailing shall be located at least 50 feet from any residential zone, use, or structure.
- j. Amplified speaker/public address systems are prohibited except within fully enclosed buildings. Such systems shall not be used while service bay or exterior walls entrances or exits are open.
- k. The site where the motor vehicle sales or rental land use type is located shall be kept clear of weeds, rubbish, and all types of litter and combustible materials at all times, and consistent with Chapter 8.40 LMC.

#### **18A.40.060      Essential Public Facilities.**

Essential Public Facilities Land Use Table. See 18A.10.120 (D) for the Purpose and Applicability of Zoning Districts.

	Zoning Classifications																						
	R 1	R 2	R 3	R 4	M R 1	M R 2	M F 1	M F 2	M F 3	A R C	N C 1	N C 2	T O C	C B D	C 1	C 2	C 3	I B P	I 1	I 2	P I	O S R 1	O S R 2
Airport (Seaplane) B(1)*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-
Community and technical colleges, colleges and universities B(1), B(2)	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	-	-	C	-	-	C	-	-
Correctional facilities B(1),B(2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-
Electrical transmission lines of higher voltage than 115 kV, in existing corridors of such transmission lines	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Electrical transmission lines of higher voltage than 115 kV, in new corridors B(1), B(2)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Group Home	See Section 18A.40.120 Special needs housing																						
In-Patient Facility Including but not Limited to Substance Abuse Facility B(1), B(2)	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	-	C	-	-	-	C	-	-
Intercity High- Speed Ground Transportation B(1)	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	P	-	-	-	C
Intercity Passenger Rail Service B(1)	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	P	-	-	-	C
Interstate Highway “I-5” B(1)	-	-	P	-	-	-	P	-	-	-	-	P	P	-	P	P	-	-	-	-	-	P	P
Mental Health Facility B(1), B(2), B(4)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-

	Zoning Classifications																						
	R 1	R 2	R 3	R 4	M R 1	M R 2	M F 1	M F 2	M F 3	A R C	N C 1	N C 2	T O C	C B D	C 1	C 2	C 3	I B P	I 1	I 2	P I	O S R 1	O S R 2
through B(11)																							
Military Installation B(1)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Minimum Security Institution B(1), B(2)	-	-	-	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-	-	-	C	-	-
Secure Community Transition Facility (SCTFs) B(1), B(2), B(3)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	-	-	-	-	-
Solid Waste Transfer Station B(1), B(2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	C	C	C	-	-	-
Sound Transit Facility B(1)	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	P	-	-	-	C
Sound Transit Railroad Right- of-Way B(1)	-	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	-	-	P	-	-	-	P
Transit Bus, Train, or Other High Capacity Vehicle Bases B(1)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<div>P</div>	-	-
Washington State Highway 512 B(1)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-	-	-	-
Work/Training Release Facility B(1), B(2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	-	-	-	-	-

P: Permitted Use C: Conditional Use “-”: Not allowed

\*Numbers in parentheses reference use-specific development and operating conditions under subsection B of this section.

## 18A.40.080 Health and Social Services.

\* \* \*

### B. Development and operating conditions

1. Family day care, ~~adult family homes~~ and other health and social services which are residential in nature are regulated under LMC Section 18A.40.110 Residential Uses.

Adult family homes are regulated under LMC Section 18A.40.120 Special Needs Housing.

**18A.40.110 Residential Uses.**

A. Residential Land Use Table. See 18A.10.120 (D) for the Purpose and Applicability of Zoning Districts.

	Zoning Classifications																				
	R 1	R 2	R 3	R 4	M R1	M R 2	M F 1	M F 2	M F 3	A R C	N C1	N C 2	T O C	C B D	C 1	C 2	C 3	I B P	I 1	I 2	P I
Accessory caretaker’s unit	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	P	P	-
Accessory dwelling unit (ADU) B(1)*	P	P	P	P	P	P	P	P	-	-	-	-	P	-	-	-	-	-	-	-	
Babysitting care	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	
Boarding house B(2)	C	C	C	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Cottage housing B(23)	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Co-housing (dormitories, fraternities and sororities) B(43)	-	-	-	-	P	P	P	P	P	-	P	P	-	-	-	-	-	-	-	-	
Detached single family B(45)	P	P	P	P	P	P	-	-	-	P	-	-	-	-	-	-	-	-	-	-	
Two family residential, attached or detached dwelling units	-	-	-	C	P	P	P	-	-	P	P	P	-	-	-	-	-	-	-	-	
Three family residential, attached or detached dwelling units	-	-	-	-	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Multifamily, four or more residential units	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	-	-	-	-	-	
Mixed use	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	
Family daycare B(6)	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	
Home agriculture	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	
Home occupation B(7)	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Mobile home parks B(8)	-	-	C	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Mobile and/or manufactured homes, in mobile/ manufactured home parks B(8)	-	-	C	C	C	-	P	P	P	-	-	P	-	-	-	-	-	-	-	-	
Residential accessory building B(9)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	
Rooms for the use of domestic employees of the owner, lessee, or occupant of the primary dwelling	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Small craft distillery B(6), (12)	-	P	P	P	P	-	-	-	-	-	-	P	P	P	P	P	P	-	P	-	
Specialized senior housing B(10)	-	-	-	-	C	C	C	C	C	-	-	P	C	C	-	-	-	-	-	-	
Accessory residential uses B(11)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	
P: Permitted Use   C: Conditional Use   “-”: Not allowed *Numbers in parentheses reference use-specific development and operating conditions under subsection B of this section.																					

## B. Operating and Development Conditions

1. Accessory Dwelling Units (ADUs) are permitted when added to, created within, or detached from a principle dwelling unit subject to the following restrictions:

a. One (1) ADU shall be allowed as an accessory use in conjunction with any detached single-family structure, duplex, triplex, townhome, or other housing unit. ADUs shall not be included in the density calculations. A lot single family residence shall contain no more than one ADU.

b. An ADU may be established by creating the unit within or in addition to the new or existing ~~principle~~ principal dwelling, or as a detached unit from the principal dwelling.

c. The ADU, as well as the main dwelling unit, must meet all applicable setbacks, lot coverage, and building height requirements.

d. The size of an ADU contained within or attached to an existing single family structure shall be limited by the existing structure's applicable zoning requirements. An attached ADU incorporated into a single-family house shall be limited to ~~forty (40) percent of the living space of the principal unit~~ one thousand (1000) square feet, excluding garage area.

The size of a living space of a detached ADU shall be a maximum of one thousand (1,000) square feet ~~or forty (40) percent of the size of the living space of the principal unit, excluding garage, , whichever is smaller.~~

e. An ADU shall be designed to maintain the appearance of the principal dwelling as a single-family residence.

f. ~~The entrance to an attached ADU shall not be directed towards any front yard unless utilizing an existing doorway.~~ Wherever practicable, a principal dwelling shall have one entrance on the front, with additional entrances permitted on the side and rear. On corner lots, it is permissible to locate the entry door to the accessory dwelling unit on a street side of the structure other than the street side with the entry door for the principal dwelling unit. The entrance to an attached accessory dwelling unit may be on the front of the house only if (a) it is located in such a manner as to be clearly secondary to the main entrance to the principal dwelling unit; or (b) it is screened from the street.

g. The design of an attached ADU, including the facade, roof pitch and siding, shall be complementary to the principal dwelling unit, so as not to be obvious from the outside appearance that it is a separate unit from the principal dwelling unit.

h. A minimum of one (1) off-street parking space shall be required for the ADU, in addition to the off-street parking required for the principal dwelling, pursuant to LMC Section 18A.80.030 (F). Such parking shall consist of a driveway, carport, garage, or a combination thereof, located on the lot they are intended to serve.

i. For lots located within one-quarter mile of a Pierce Transit bus route, the Sound Transit Lakewood Station, or other major transit stop, and also zoned R1, R2, R3, R4, MR1, MR2, MF1, and MF2, or TOC, off-street parking may not be required provided there is adequate street capacity, and there is curb, gutter, and sidewalk, constructed to city standards, adjoining the lot where an ADU is proposed. Parking may be required if the ADU is in an area with a lack of access to street parking capacity, physical space impediments, or other reasons to support that on-street parking is infeasible for the ADU.

j. Any legally constructed accessory building existing prior to the effective date of this title may be converted to an accessory dwelling unit, provided the living area created within the structure does not exceed one-thousand (1,000) square feet, forty (40) percent of the size of the living area of the principal unit, excluding garage area.

k. Where the residential accessory building is detached from an existing single-family structure, the building height shall be limited to twenty-four (24) feet.

l. If a structure containing an ADU was created without a building permit that was finalized, the city shall require a building inspection to determine if the structure is sound, will not pose a hazard to people or property, and meets the requirements of this section and building code. The ADU application fee will cover the building inspection of the ADU.

~~m. Any owner occupant seeking to establish an ADU shall apply for approval in accordance with established procedures. These procedures shall include:~~

~~1. One (1) of the dwelling units shall be owner occupied as the owner's principal residence for at least six (6) months a year, and at no time shall the owner occupied unit be leased or rented.~~

~~2. No building permit or zoning certification for an ADU shall be issued until the owner files and records with the Pierce County Auditor a covenant evidencing this use limitation against the property. The covenant shall acknowledge the existence of the ADU and document the~~



~~owner's agreement to all the ADU requirements as provided in this section.~~

~~The covenant shall be in a form specified by the Community Development Director, and shall include at a minimum: the legal description of the property which has been approved for an ADU; the applicability of the restrictions and limitations contained in this subsection; a copy of the floor/site plan approved by the City; and the notarized signature of all property owners.~~

~~n. Discontinuation of an ADU.~~

~~1. An ADU shall be converted to another permitted use or shall be removed if one (1) of the two (2) dwellings is not owner occupied, pursuant to the requirements of this section.~~

~~2. If either the ADU or the principal unit ceases to be owner occupied for more than six (6) months, the ADU permit shall be deemed revoked and use of the unit as an ADU shall cease immediately, and the ADU shall be removed or converted to a permitted use.~~

2. Standards – Boarding House

a. Parking requirements. At a minimum, there must be one (1) off-street parking stall per occupant. An owner may reduce the off-street parking requirement if an affidavit is signed that an occupant does not own a vehicle.

b. Solid waste management regulations.

1. All occupied units shall have minimum garbage service as prescribed by the City pursuant to LMC Title 13.

2. The owner is responsible to provide each occupant with the solid waste connection schedule and that schedule is to be posted within the unit as approved by the City.

c. International Property Maintenance Code. Pursuant to Title 15 LMC, International Property Maintenance Code occupancy requirements are applicable to a boarding house regardless of the number of individuals living in the residence.

d. Amortization Schedule. Existing boarding houses have until December 31, 2015 to become compliant with the regulations outlined in this Title and Title 5 as it pertains to boarding house.

e. Additional Standards. The following additional standards are required to be met for any boarding house housing over four (4) unrelated individuals excluding Types 1, 2, 3, 4, and 5 Group Homes in LMC 18A.10.040; hotels and motels as defined in LMC 18A.10.040; and excluding state-licensed foster homes, in addition to the criteria for a conditional use permit under LMC 18A.30, Part II.

1. Adequate living space based on the International Residential Code standards will be taken into account when a request for more than four (4) unrelated individuals is requested.

2. A designated property manager that is available twenty-hour (24) hours a day, seven (7) days a week is required.

3. The request for more than four (4) unrelated individuals will not adversely impact the surrounding community.

4. General Business License Required. A boarding house falling under this subsection is deemed a business activity and is subject to the requirements of LMC Chapter 5.02.

5. The applicant must adhere to the provisions of the City's noise control regulations found in LMC Chapter 8.36.

~~32.~~ Cottage housing is permitted subject to the LMC 18A.20, Part III.

~~43.~~ Dormitories, fraternities and sororities shall be permitted as accessory uses to public or private educational institutions or churches.

~~54.~~ Detached primary dwelling units, or single-family dwelling units, include site-built homes, manufactured homes and modular homes.

a. All detached single-family dwellings (including manufactured homes) located in residential zones shall meet all of the following criteria:

1. May not have previously had a title granted to a retail purchaser and may not be a used mobile home as defined by RCW 82.45.032(2), now or hereafter amended.

2. Be built to meet or exceed the standards established by 42 U.S. Code Chapter 70 – Manufactured Home Construction and Safety Standards, now or hereafter amended.

3. Be thermally equivalent or better to that required by the state energy code for new residential structures, now or hereafter amended.

4. Be set on and securely attached to a permanent foundation as specified by the manufacturer.

5. Proof of title elimination per the Pierce County Auditor identified process is required prior to manufactured housing building occupancy.

6. Be connected to required utilities that include plumbing, heating and electrical systems.

b. All single-family dwellings (including manufactured homes) shall comply with the following siting and design standards unless sited within manufactured/mobile home parks:

1. The design and construction of the foundation must meet the requirements of the International Building Code, now or hereafter amended.

2. The gap from the bottom of the structure to the ground, around the entire perimeter of the structure, shall be enclosed by concrete or other concrete product as approved by the building official, which may or may not be load-bearing.

3. Modular homes on individual lots shall incorporate design features of typical site-built homes including but not limited to modulation, articulation, sloped roofs, and wood siding or siding of a material which imitates wood.

~~65.~~ Family day care is a permitted use, subject to obtaining a state license in accordance with Chapter 74.15 RCW and the following:

a. Compliance with all building, fire, safety, health code, and city licensing requirements;

b. Conformance to lot size, setbacks, building coverage, hard surface coverage, and other design and dimensional standards of the zoning classification in which the home is located;

c. Certification by the office of child care policy licensor that a safe passenger loading area, if necessary, is provided.

76. Home occupations are permitted subject to the following:

a. The home occupation shall be subordinate to the primary use of the premises as a dwelling unit.

b. All activities of the home occupation shall be conducted indoors.

c. The business shall be conducted by a member of the family residing within the primary residential premises plus no more than one additional person not residing in the dwelling unit.

d. Home occupations may have on-site client contact subject to the following limitations:

1. All the activities of the home occupation shall take place inside the primary residential structure or accessory building;

2. The home occupation shall generate no more than two vehicle trips per hour to the licensed residence; and

3. The home occupation shall not create a public nuisance.

e. The following activities shall be prohibited:

1. Automobile, truck, boat and heavy equipment repair;

2. Auto or truck body work or boat hull and deck work;

3. Parking and storage of heavy equipment;

4. Storage of building materials for use on other properties;

5. Painting or detailing of autos, trucks, boats, or other items;

6. The outside storage of equipment, materials or more than one vehicle related to the business;

7. Vehicles larger than 10,000 pounds gross weight operated out of the premises or parked on the property or on adjacent streets; and

8. Taxicab, van shuttle, limousine or other transportation services, except for office activities; provided all other requirements of this subsection concerning home occupations are met.

f. Home occupations shall not be allowed in accessory buildings within the rear yard setback.

g. Home occupations in accessory buildings shall not permit noise to intrude into another residential property at a level at or above 45 decibels outside the hours of 7:00 a.m. through 6:00 p.m. Monday through Friday, and 9:00 a.m. through 5:00 p.m. on Saturday.

h. Home occupations are required to obtain a city business license.

~~7. Households of more than six persons in which any one person is unrelated to any or all of the others are not permitted, except that the Director may allow larger numbers of unrelated persons to live together through a grant of special of reasonable accommodation when necessary to comply with the provisions of the Federal Housing Act amendments, RCW 49.60.222, or RCW 35.63.220.~~

~~a. When necessary to comply with the provisions of the Federal Fair Housing Act amendments, RCW 49.60.222, or RCW 35.63.220, the Director may grant reasonable accommodation to individuals in order for them to live in a household of more than six persons, subject to the following:~~

~~1. An applicant for reasonable accommodation must demonstrate to the satisfaction of the Director that the special needs of the proposed residents makes it necessary for them to live in a household of the size proposed in order to have equal opportunity to use and enjoy a dwelling.~~

~~2. The Director shall determine what adverse land impacts, including cumulative impacts, if any, would result from granting the proposed accommodation. The Director shall take into account the size, shape and location of the dwelling unit and lot, the building occupancy load, the traffic and parking conditions on adjoining and neighboring streets, the vehicle usage to be expected from residents, staff and visitors, and any other circumstances the Director determines to be relevant as to whether the proposed increase in density will adversely impact the neighborhood.~~

~~3. The Director shall consider the applicant's need for accommodation in light of the anticipated land use impacts, and the Director may impose conditions in order to make the accommodation reasonable in light of those impacts.~~

~~4.—A grant of reasonable accommodation permits a dwelling to be inhabited only according to the terms and conditions of the applicant's proposal and the Director's decision. If the Director determines that the accommodation has become unreasonable because circumstances have changed or adverse land use impacts have occurred that were not anticipated, the Director shall rescind or modify the decision to grant reasonable accommodation.~~

~~5.—A decision to grant reasonable accommodation is a Type I action. The decision shall be recorded with the Pierce County auditor.~~

~~6.—Nothing herein shall prevent the Director from granting reasonable accommodation to the full extent required by federal or state law.~~

8. Mobile and/or manufactured homes are allowed only in mobile/manufactured home parks developed in accordance with LMC 18A.40.110(C).

9. Residential accessory building:

a. The maximum height for residential accessory building shall be twenty-four (24) feet.

b. Detached residential accessory structures which are less than one hundred twenty (120) square feet in size and not higher than ten (10) feet, including garden sheds or greenhouses or combination of both; children's play equipment; arbors; and gazebos, when placed in a rear half of the lot shall have a minimum three (3) foot setback.

Attached accessory structures shall meet the same setbacks as the main building.

c. Pools, hot tubs, and similar accessory structures may not be located in the rear or interior yard setbacks.

d. Vehicle covers and other storage structures that are composed of pipes or poles with a fabric, plastic or other type of cover on the top of the framework are required to meet the development standards for the applicable zoning district, including lot coverage limitations and setback requirements. If the covering on such a structure is metal, wood, hard plastic or other rigid material and the structure exceeds 120 square feet in size, a building permit is required for the structure. If the structure is used for recreational, sporting or utility vehicle storage, the storage requirements of LMC 18A.60.160, including a parking pad and screening must be met. Fabric, vinyl, flexible plastic or other membrane material may be utilized to enclose the sides of the structure only if the structure is specifically designed and used for vehicle storage. Such enclosed structures are

not exempt from the screening requirements of LMC 18A.60.150. Except as noted above, general storage is prohibited in tents, yurts or other tent-like structures.

e. Railroad cars, shipping containers, and semi-truck trailers shall not be placed or maintained in any single-family residential, mixed residential, or multi-family residential zoning district. Modified shipping containers or cargo containers approved for use as part of residential construction shall comply with criteria included in 18A.10.180 under “Cargo containers.”

10. See LMC Section 18A.40.120.

11. Residential accessory uses are secondary, subordinate permitted uses and include the following:

a. Private docks and mooring facilities as regulated by applicable shoreline management regulations.

b. Attached carports or garages for the sole use of occupants of premises and their guests, for storage of personal household goods and motor, recreational, and sporting vehicles.

c. Detached carports or garages are allowed in conjunction with an approved access and driveway.

d. Other accessory buildings and structures such as hobbyist greenhouses and storage buildings for personal household goods and yard maintenance equipment, but excluding accessory dwelling units, are allowed.

e. Outdoor storage of one (1) recreational/sporting/utility vehicles, subject to LMC Section 18A.60.160.

f. Minor maintenance of a vehicle owned by a resident or a relative of a resident of the site on which the activity is performed, where the activity is not performed for pay or the exchange of goods or services, and subject to the provision of LMC Section 18A.50.180.

g. Hobbyist crop or flower gardens which are non-commercial and serve one (1) or more neighborhood homes on an informal, cooperative basis.

h. “Pea patch” or community gardens, “tot lots,” private parks and open space set-asides. May include private, on-site composting facility with less than ten (10) cubic yards’ capacity.

- i. On-site underground fuel storage tanks to serve a residential use.
- j. Antennas and satellite dishes for private telecommunication services.
- k. Decks and patios.
- l. Non-commercial recreational facilities and areas, indoor and outdoor, including swimming pools and tennis courts, for exclusive use by residents and guests.
- m. On-site soil reclamation in accordance with state regulations.
- n. Retaining walls, freestanding walls, and fences.
- o. Yard sales.
- p. Continuation of equestrian uses, which are accessory to a single-family dwelling, already legally existing within the zone at the time of adoption of this title. Maintenance, repair and replacement of existing equestrian structures shall be permitted.

12. Small craft distilleries may contract distilled spirits for, and sell distilled spirits to, holders of distillery licenses, manufacturer's licenses and grower's licenses.

#### 18A.40.120 Special Needs Housing.

\* \* \*

B. Special Needs Housing Table. See 18A.10.120(D) for the Purpose and Applicability of Zoning Districts.

		Zoning Classifications									
Description(s)	Number of residents (size)	R1, R2, R3, R4,	MR1, MR2	MF1, MF2, MF3	ARC, NC1, NC2	TOC, CBD	C1, C2, C3	IBP, I1, I2	OSR1, OSR2	PI	ML, CZ, AC1, AC2
Assisted Living Facility	N/A	-	C	P	P	P	P	-	-	-	-
Confidential Shelter (5)	Max. of 15, plus resident staff	P	P	P	P	P	-	-	-	P	-
Continuing Care Retirement	N/A	-	C	P	P	P	P	-	-	-	-



		Zoning Classifications									
Description(s)	Number of residents (size)	R1, R2, R3, R4,	MR1, MR2	MF1, MF2, MF3	ARC, NC1, NC2	TOC, CBD	C1, C2, C3	IBP, I1, I2	OSR1, OSR2	PI	ML, CZ, AC1, AC2
Community											
Enhanced Services Facility	Max. of 16, plus resident staff	-	-	-	C	C	C (C2 zone only)	-	-	-	-
Hospice Care Center	N/A	C	C	P	-	-	-	-	-	-	-
Nursing Home	N/A	-	C	P	P	P	P	-	-	-	-
<u>Permanent Supportive Housing</u>	<u>N/A</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>C</u>	<u>I</u>
<u>Rapid Re-Housing</u>	<u>N/A</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>C</u>	<u>I</u>
<u>Transitional Housing</u>	<u>N/A</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>C</u>	<u>I</u>
Type 1 Group Home – Adult Family Home (C)(1)	Max. of 6 or 8 per (C)(1)	P	P	P	P	P	-	-	-	C	-
Type 2 Group Home, Level 1	Max. of 7, plus resident staff	P	P	P	P	P	-	-	-	C	-
Type 2 Group Home, Level 2	Max. of 10, plus resident staff	C	C	C	-	-	-	-	-	-	-
Type 2 Group Home, Level 3	More than 10, plus resident staff	-	C	C	C	C	-	-	-	C	-
Type 3 Group Home, Level 1	Max. of 8, plus resident staff	-	C	C	C	C	-	-	-	C	-
Type 3 Group Home, Level 2	Max. of 12, plus resident staff	-	-	C	C	C	-	-	-	C	-
Type 3 Group Home, Level 3	More than 12, plus resident staff	-	C	C	C	C	-	-	-	C	-
Type 4 Group Home	N/A	-	-	-	-	-	C (C1 & C2 zones only)	-	-	-	-
Type 5 Group Home	N/A	-	-	-	C (NC2 zone only)	C	C(C2 zone only)	-	-	-	-
P: Permitted Use C: Conditional Use (2) (3) (4) -: Not allowed Numbers in parentheses reference use-specific development and operating conditions under subsection B of this section.											

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C. Operating and development conditions

1. Adult family homes are permitted, subject to obtaining a state license in accordance with Chapter 70.128 RCW and Chapter 220 Laws of 2020 and the following:

- a. Compliance with all building, fire, safety, health code, and city licensing requirements;
- b. Conformance to lot size, setbacks, building coverage, hard surface coverage, and other design and dimensional standards of the zoning classification in which the home is located.

**Section 18A.60.090 General Standards.**

\* \* \*

B. Setbacks and Lot Lines.

\* \* \*

12. Fences within the required setbacks or located on the property line. Fences to enclose, screen, or separate areas may be erected within required yard setbacks, provided that fences or other barriers:

- a. Do not obstruct the sight distance of a driveway, private street, or public street.
- b. Do not exceed a maximum height of six (6) feet within the interior and rear yards.
- c. Do not exceed a maximum height of four (4) feet within the front yard;
  1. Except that within the back half of a front yard setback on a corner lot, the rear lot line and the rear of the structure may be enclosed with a maximum six (6) foot high fence, and
  2. Except that within the required front yard setback of a lot fronting on a Principal Arterial Street, the maximum height shall be six (6) feet.
  3. Except as allowed in conjunction with a design review permit application for commercial/industrial development, the maximum height permitted outright shall be six (6) feet. Any fence exceeding six (6) feet in height shall first obtain a variance and building permit.

d. In residential zoning districts, are not constructed of barbed wire, razor wire, embedded glass, or other similar materials, construction, or anti-entry techniques that may cause injury.

e. Electric Fences. The construction and use of electric fences shall be allowed pursuant to a Director's Determination in the IBP, I1, I2 and P/I zones, subject to the following standards:

1. Permit. Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed Director's Determination application for review of such fencing as a building permit review to receive approval for the fence and electrical permits for the project. The application shall include:

a. Site plan showing the location of the protective barrier and the electrified fence on the property in relation to the property lines, walkways, existing buildings, and curb;

b. Fence details showing both the electrified fence and protective barrier, including all gates;

c. All supporting documentation from the electric fence manufacturer, equipment to be used, and certification of service from the monitoring provider.

2. IEC Standard 60335-2-76. Unless otherwise specified herein, electric fences shall be constructed or installed in a conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.

3. Electrification.

a. The energizer for electric fences must be driven by a commercial storage battery or batteries not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However the solar panel may be augmented by a commercial trickle charger.

b. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

4. Perimeter fence or wall. No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet tall.
  - a. There shall be a space of four (4) to twelve (12) inches between the electric fence and the perimeter fence or wall.
  - b. Electric fences shall be subject to the screening requirements of LMC 18.70.150 when installed adjacent to, across a street or alley from a non-industrial zone.
  - c. Electric Fences are subject to Street Frontage requirements prescribed in the Lakewood Municipal Code Title 18A or 18B when installed along street frontage that is adjacent to or across the street from a non-industrial zone.
5. Location.
  - a. Electric fences shall be permitted on any non-residential outdoor storage areas.
  - b. Electric fences shall not be installed within one hundred fifty (150) feet of a property line for a residence, or from a school, or day care facility, unless the exterior perimeter non-electrified fence is covered with a solid covering (e.g. solid mesh, slats, etc.) to further prevent contact with the electric fence.
  - c. Electric fences shall not be installed within five (5) feet of a sidewalk, trail or other pedestrian connection unless the exterior perimeter non-electrified fence is covered with a solid covering.
6. Height. Electric fences shall have a minimum height of 8 feet and a maximum of 10 feet.
7. Warning signs. Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" and contain icons that are universally understood at intervals of not less than thirty feet.
8. Electric fence burglar alarms shall be governed and permitted under LMC Chapter 9.13.
9. Hours of activation. Electric fences must only be energized during hours when the public does not have legal access to the protected

property, except when personnel is available on-site to deactivate the electric fence.

10. Key Box.

- a. Electric fences shall have installed a key box system in accordance with the West Pierce Fire & Rescue standards.
- b. The electric fence controller and emergency key safe for the electric fence must be located in a single accessible location for the entire fence.

11. Fire Department Registration. Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed registration for such fencing to the Fire Department using forms provided by the Fire Chief.

12. Indemnification. All applicants issued a permit to install or use an electric fence as provided in this chapter shall agree, as a condition of permit issuance, to defend, indemnify and hold harmless the City of Lakewood and its agents, officers, consultants, independent contractors and employees from any and all claims, actions or proceedings, including but not limited to those arising out of any personal injury, including death, or property damage caused by the electric fence.

13. Emergency Access. In the event that access by the West Pierce Fire & Rescue and/or Lakewood Police Department personnel to a property where a permitted electric fence has been installed and is operating, is required due to an emergency or urgent circumstances, and the Knox Box or other similar approved device referred to in this section is absent or non-functional, and an owner, manager, employee, custodian or any other person with control over the property is not present to disable the electric fence, the fire or police personnel shall be authorized to disable the electric fence in order to gain access to the property.

As a condition of permit issuance, all applicants issued permits to install or use an electric fence as provided in this section shall agree in writing to waive any and all claims for damages to the electric fence against the West Pierce Fire & Rescue and/or its personnel and the City of Lakewood and/or its personnel under such circumstances.

14. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section.

#### **18A.70.040 Specific Uses Design Standards.**

A. Commercial Uses and Zones. These standards are intended to create an attractive and functional environment for commercial uses, improve vehicular and pedestrian circulation, and upgrade the City's visual appearance in commercial zones.

1. Commercial Site Design Objectives.

h. Safe pedestrian routes and barrier free access must be provided from the building to trash enclosures and adjacent sidewalks.

~~i. h.~~ Service and loading areas shall be designed in accordance with the general criteria outlined in [LMC 18A.70.050\(B\)](#).

~~j. i.~~ [Grocery stores](#) and large retailers shall provide shopping cart collection areas within the parking areas. The collection areas shall be evenly spaced and shall provide easy [access](#) and safety features.

~~k. j.~~ Weather protection for pedestrians shall be provides as outlined in LMC 18A.70.050(C)

~~l. k.~~ [Blank walls](#) shall be treated as described in [LMC 18A.70.050\(E\)](#).

~~m. l.~~ [Drive through](#) facilities shall be designed in accordance with LMC 18A.40.050 (B)(3).

\* \* \*

C. Multifamily Residential Uses and Zones. These standards are intended to create an attractive and enjoyable environment for [multifamily](#) residential [uses](#), improve vehicular circulation and upgrade the City's visual appearance in high-[density](#) residential areas.

1. Required Multifamily Site Design and Building Design Elements. These standards are in addition to other development standards applicable under this article or other chapters of the code. Exterior lighting shall comply with [LMC 18A.60.095](#).

\* \* \*

q. Safe pedestrian routes and barrier free access must be provided from the building to trash enclosures and adjacent sidewalks.

#### **18A.80.040 Development Standards.**

A. Parking area design shall include:

1. Ingress and Egress. The location of all points of ingress and egress to parking areas shall be subject to the review and approval of the City Engineer.
2. Backing Out Prohibited. In all commercial and industrial developments and in all residential buildings containing five or more dwelling units, parking areas shall be so arranged as to make it unnecessary for a vehicle to back out into any street or public right-of-way.
3. Parking in alleys. No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than eight feet of the width of the roadway for the free movement of vehicular traffic, and no person shall stop, stand, or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property.
- ~~43.~~ Parking Spaces--Access and Dimensions. Adequate provision shall be made for individual ingress and egress by vehicles to all parking stalls at all times by means of unobstructed maneuvering aisles.
- ~~54.~~ Surfacing. All parking areas shall be surfaced with permeable paving surfaces in conformance with the current City of Lakewood Stormwater Design Manual, asphalt, concrete or similar pavement so as to provide a surface that is durable and dust free and shall be so graded and drained as to properly dispose of all surface water.
- ~~65.~~ Stormwater management is required and shall comply with the current City of Lakewood Stormwater Design Manual and shall be subject to the city's review and approval.
- ~~76.~~ Parking shall be designed and constructed for a minimum of thirty percent and a maximum of fifty percent of the required number of spaces for compact size cars. An applicant must clearly identify all spaces designed and constructed for compact car use. The Director may approve the design and designation of more than fifty percent of the spaces for use by compact cars if the applicant demonstrates that no adverse impact will result.
- ~~87.~~ Parking area for land uses located outside the city shall be prohibited.
- ~~98.~~ Community design requirements. Parking areas shall meet the applicable landscaping requirements of LMC 18A.70 Part I.
- ~~109.~~ Landscaping requirements. Parking areas shall meet the applicable landscaping requirements of LMC 18A.70 Part II.

1140. Marking: The property owner shall identify required parking stalls, directional arrows and crosswalks within parking areas using paint or other methods approved by the approving authority. Crosswalk marking shall be provided consistent with the requirements of the public works department. Paint is not permitted as a sole means of marking crosswalks. Display areas which are not required parking areas, such as a car dealership or rental display area, are not required to be marked as individual stalls.

1244. An owner/developer may install parking spaces in phases if a phased schedule has been approved. This schedule must specifically indicate when the parking will be provided. The Director may permit the use of temporary parking areas with appropriate screening as part of a phasing schedule. In addition, the Director may require a performance assurance device to insure conformance with the requirements.

1342. When adequate vehicular access to an approved lot or development is available from a side street, no such access shall be permitted from the front street. Where lots have double frontage, if vehicular access from a side street or a street of lower functional classification is not available, such access shall be from the street anticipated to carry the least amount of traffic or the street that would have the least conflict with pedestrian traffic.

1443. Parking Area and Circulation Design.

a. The city public works and engineering department shall have the authority to fix the location, width and manner of approach of vehicular ingress or egress from a building or parking area to a public street and to alter existing ingress and egress as may be required to control street traffic in the interest of public safety and general welfare.

b. Internal circulation of the lot shall be so designed as to minimize conflicts with pedestrians with priority given to pedestrians considering convenience, comfort, safety and security. In-and-out driving time, idling time and time spent looking for a parking space should be a consideration, but should not influence design parameters that reduce pedestrian functionality.

1544. Parking places for the physically disabled: All parking lots regulated by this chapter shall be modified as necessary to provide parking places for the physically disabled as specified in the building code, including installation of curb ramps, signage and other required improvements.

1645. Parking ratios for mixed use development projects shall be determined by calculating the percentage of GFA by use multiplied by the appropriate parking ratio for each use plus a five percent parking reduction for two uses, ten percent parking reduction for three uses and fifteen percent parking reduction for four or more uses.



1746. All major employers or major worksites, as defined by RCW 70.94.524, shall designate at least five percent of auto spaces as carpool spaces. These spaces must be located as close to the main employee entrance as possible and shall be called out on the site plan.

## **EXHIBIT B**

### **LMC Chapter 3.64**

### **PROPERTY TAX EXEMPTIONS FOR MULTI-FAMILY HOUSING**

#### **Sections:**

3.64.010 Definitions.

3.64.020 Property Tax Exemption – Requirements and Process.

3.64.030 Residential Target Area Designation and Standards.

3.64.040 Tax Exemptions for Multi-Family Housing in Residential Target Areas.

#### **3.64.010 Definitions.**

See LMC 18.10.180 for definitions related to this chapter.

#### **3.64.020 Property Tax Exemption – Requirements and Process.**

A. Intent. Limited eight (8) or twelve (12)-year exemptions from ad valorem property taxation for multi-family housing are intended to:

1. Encourage increased residential opportunities within mixed-use centers designated by the City Council as residential target areas (RTAs);
2. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in residential target areas to increase and improve housing opportunities;
3. Assist in directing future population growth to designated RTAs, thereby reducing development pressure on single-family residential neighborhoods; and
4. Achieve development densities which are more conducive to transit use.

B. Duration of Exemption. The value of improvements qualifying under this chapter will be exempt from ad valorem property taxation for eight (8) or twelve (12) successive years (depending on whether the property includes affordable housing component as described in subsections E and F below) beginning January 1 of the year immediately following the calendar year of issuance of the Final Certificate of Tax Exemption.

C. Limits on Exemption. The exemption does not apply to the value of land or to the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter.

D. Rehabilitation Provisions. Per RCW 84.14.030, property proposed to be rehabilitated must fail to comply with one or more standards of the applicable state or local building or housing codes on or after July 23, 1995.

E. Eight (8)-Year Exemption Project Eligibility. A proposed project must meet the following requirements for consideration for a property tax exemption:

1. Location. The project must be located within a residential target area, as designated in Section 3.64.030 (C).

2. Size. The project must include at least four (4) units of multi-family housing within a residential structure or as part of a mixed-use development. A minimum of four (4) new units must be constructed or at least four additional multi-family units must be added to existing occupied multi-family housing. Existing multi-family housing that has been vacant for twelve (12) months or more does not have to provide additional units so long as the project provides at least four (4) units of new, converted, or rehabilitated multi-family housing.

3. Permanent Residential Occupancy. At least fifty percent (50%) of the space designated for multi-family housing must be provided for permanent residential occupancy, as defined in Section 3.64.010.

4. Proposed Completion Date. New construction multi-family housing and rehabilitation improvements must be scheduled to be completed within three (3) years from the date of approval of the application.

5. Compliance with Guidelines and Standards. The project must be designed to comply with the City's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements, and new construction, must comply with LMC Chapter 15.05. The project must also comply with any other standards and guidelines adopted by the City Council for the residential target area (RTA) in which the project will be developed.

6. Vacancy Requirement. Existing dwelling units proposed for rehabilitation must have one or more violations of LMC Chapter 15.05 or 15.25. If the property proposed to be rehabilitated is not vacant or in the case of applications for property to be developed as new construction which currently has residential rental structure on it, an applicant must provide each existing household a ninety (90)-calendar day move notice as well as provide housing of comparable size, quality, and price which meets standards acceptable to the City. If any household being provided a ninety (90)-calendar day move notice is qualified as a low-income household, the applicant will provide the household with moving expenses according to the current Department of Transportation Fixed Residential Moving Costs Schedule.

F. Twelve (12)-Year Exemption Project Eligibility. A proposed project must meet the following requirements for consideration for a twelve (12) year property tax exemption:

1. All requirements set forth in subsection E above; and
2. The applicant must commit to renting or selling at least twenty percent (20%) of the multifamily housing units as affordable housing units to low and moderate-income households respectively, and the property must satisfy that commitment and any additional affordability and income eligibility conditions adopted by the City of Lakewood. In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection may be satisfied solely through housing affordable to moderate income households.

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

1. File with the Community and Economic Development Department the required application along with the required fees as set in the Lakewood Master Fee Schedule (adopted annually by resolution.) If the application shall result in a denial by the City, the City will retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant.
2. A complete application shall include:
  - a. A completed City of Lakewood application form setting forth the grounds for the exemption;
  - b. Preliminary floor and site plans of the proposed project;
  - c. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter;
  - d. For rehabilitation projects and for new development on property upon which an occupied residential rental structure previously stood, the applicant shall also submit an affidavit stating that each existing household was sent a ninety (90)-calendar day move notice and that each household was provided housing of comparable size, quality, and price which meets the Uniform Physical Condition Standards or a similar standard acceptable to the City.
  - e. For any household being provided a ninety (90)-calendar day move notice that qualifies as a low-income household, the applicant will also submit an affidavit stating that moving expenses have been or will be provided according to the current Department of Transportation Fixed Residential Moving Costs Schedule.

f. In addition, for rehabilitation projects, the applicant shall secure from the City verification of the property's noncompliance with LMC Chapter 15.05.

g. Verification by oath or affirmation of the information submitted.

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

1. Approval. If an application is approved, the applicant shall enter into a contract with the City, subject to approval by resolution of the City Council regarding the terms and conditions of the project. Upon Council approval of the contract, the Director shall issue a Conditional Certificate of Acceptance of Tax Exemption. The Conditional Certificate expires three (3) years from the date of approval unless an extension is granted as provided in this chapter.

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

I. Extension of Conditional Certificate. The Conditional Certificate may be extended by the Director for a period not to exceed twenty four (24) consecutive months. The applicant must submit a written request stating the grounds for the extension, accompanied by a processing fee, the amount of which is listed in the City's Master Fee Schedule. An extension may be granted if the Director determines that:

1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the owner;

2. The owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and

3. All the conditions of the original contract between the applicant and the City will be satisfied upon completion of the project.

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

1. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
2. A description of the completed work and a statement of qualification for the exemption;
3. A statement that the work was completed within the required three-year period or any authorized extension; and
4. If applicable, a statement that the project meets the affordable housing requirements as described in subsection F above.

Within thirty (30)-calendar days of receipt of all materials required for a Final Certificate, the Director shall determine which specific improvements satisfy the requirements of this chapter.

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

1. Denial and Appeal. The Director shall notify the applicant in writing that a Final Certificate will not be filed if the Director determines that:

- a. The improvements were not completed within the authenticated time period;
- b. The improvements were not completed in accordance with the contract between the applicant and the City; or
- c. The owner's property is otherwise not qualified under this chapter.

2. Within ten (10)-calendar days of receipt of the Director's denial of a final certificate, the applicant may file an appeal with the City's Hearing Examiner, as provided in Chapter 1.36 LMC. The applicant may appeal the Hearing Examiner's decision in Pierce County Superior Court under RCW 34.05.510 through 34.05.598, if the appeal is filed within thirty (30)-calendar days of notification by the City to the owner of the decision being challenged.

L. Annual Compliance Review. Within thirty (30)-calendar days after the first anniversary of the date of filing the Final Certificate of Tax Exemption, and each year thereafter, for a period of eight or twelve years, the property owner shall file a notarized declaration with the Director indicating the following:

1. A statement of occupancy and vacancy of the multi-family units during the previous year;

2. A certification that the property continues to be in compliance with the contract with the City; and, if applicable, a certification of affordability based on documentation that the property is in compliance with the affordable housing requirements as described in RCW 84.14 since the date of the certificate approved by the City; and

3. A description of any subsequent improvements or changes to the property.

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

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

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

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

### **3.64.030 Residential target area designation and standards.**

A. Criteria. Following a public hearing, the City Council may, in its sole discretion, designate one or more residential target areas (RTAs). Each designated RTA must meet the following criteria, as determined by the City Council:

1. The target area lacks sufficient available, desirable, and convenient residential housing to meet the needs of the public who would likely live in the mixed-use center if desirable, attractive, and livable places were available; and

2. The providing of additional housing opportunity in the target area will assist in achieving the following purposes:

- a. Encourage increased residential opportunities within the target area; or
- b. Stimulate the construction of new multi-family housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing.

In designating an RTA, the City Council may also consider other factors, including, but not limited to: whether additional housing in the target area will attract and maintain a significant increase in the number of permanent residents; whether an increased residential population will help alleviate detrimental conditions and social liability in the target area; and whether an increased residential population in the target area will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020.

The City Council may, by ordinance, amend or rescind the designation of an RTA at any time pursuant to the same procedure as set forth in this chapter for original designation.

B. Target Area Standards and Guidelines. For each designated residential target area (RTA), the City Council shall adopt basic requirements for both new construction and rehabilitation supported by the City's property tax exemption for multi-family housing program, including the application procedures specified in Section 3.64.020 (G). The City Council may also adopt guidelines including the following:

- 1. Requirements that address demolition of existing structures and site utilization; and
- 2. Building requirements that may include elements addressing parking, height, density, environmental impact, public benefit features, compatibility with the surrounding property, and such other amenities as will attract and keep permanent residents and will properly enhance the livability of the residential target area.

The required amenities shall be relative to the size of the proposed project and the tax benefit to be obtained.


C. Designated Residential Target Areas (RTAs). The boundaries of the RTAs are the RTA boundaries previously established by City Council resolutions at the time of adopting of this Chapter, and as such may be updated by future Council action, as depicted on the Comprehensive Plan Future Land Use and Zoning Maps. The previous RTA resolutions and maps are incorporated herein by reference, and on file in the City's Clerk's office.





TO: Mayor and City Councilmembers

FROM: Heidi Ann Wachter, City Attorney and Tho Kraus, Assistant City Manager

THROUGH: John J. Caulfield, City Manager 

DATE: July 6, 2020

SUBJECT: Application of Admission Tax to Golf Courses

This is to inform a discussion regarding collection of admission tax from golf courses in the City of Lakewood. The City of Lakewood applies admission tax as authorized by state law, Revised Code of Washington section 35.21.280 through Lakewood Municipal Code Chapter 3.44. The City has collected this tax from a variety of businesses, but not from public golf courses. To be specific, there is one such golf course within City limits, Oakbrook Golf Course.<sup>1</sup> Admission tax applies to public golf courses, thus the question is whether to collect back taxes from Oakbrook Golf Course or simply apply the tax going forward.

Taxes attach to rounds of golf when the fee is paid to play. This creates a distinction between golf courses: courses that receive fees per round of golf must charge and remit admission tax; courses that are included within a club membership where the fee pays for general access to amenities including a golf course do not charge admission tax, the fee is for general membership rather than admission to a round of golf. However, a “membership fee” that is actually a fee for a set number of admissions to rounds of golf is subject to admission tax because it is actually a set of admissions rather than a fee for general amenities.

The City has all powers not specifically prohibited by state law.<sup>2</sup> There is not a specific prohibition to the forgiveness of unpaid admission taxes, but the City should consider the following constitutional considerations:

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<sup>1</sup> Both the Veteran’s and Meadowbrook Golf Courses are outside City limits.

<sup>2</sup> “The legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law.” [35A.11.020](#).

1. Gift of Public Funds – the State Constitution prohibits gift of public funds:

No county, city, town or other municipal corporation shall hereafter give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm, or become directly or indirectly the owner of any stock in or bonds of any association, company or corporation.<sup>3</sup>

The State Attorney General summarizes the test for this provision:

In Citizens for Clean Air v. Spokane, 114 Wn.2d 20, 785 P.2d 447 (1990), the court set out a two-prong test by which to judge whether a public expenditure violates article 8, section 7. First, when funds are expended by the government in carrying out its fundamental purposes, no gift occurs. 114 Wn.2d at 39.

Second, if the expenditure is not for a fundamental governmental purpose, two factors must be considered to determine whether a gift has been made: consideration and donative intent. 114 Wn.2d at 39. If the expenditure is made without consideration and with donative intent, it is an impermissible gift. Moreover, these two factors are related. The court looks for donative intent to determine how closely to scrutinize sufficiency of the consideration. Unless there is proof of donative intent or grossly inadequate return, courts do not inquire into the adequacy of consideration.

Here, the “gift” of uncollected taxes is not for a fundamental governmental purpose. However, there is also no donative intent. At 5%, the City could hope to collect the following:

Total Sales	Tax Rate	Tax Due
\$ 15,000	5%	\$ 750
\$ 25,000	5%	\$ 1,250
\$ 35,000	5%	\$ 1,750
\$ 45,000	5%	\$ 2,250
\$ 55,000	5%	\$ 2,750

In order to collect the tax due, some effort would be required to review the records kept by the golf course, reconcile our conclusions with the position of the golf course, compute interest and collect the payment, which could involve taking legal action. Needless to say, this effort could cost the City more than what would ultimately be collected. This negates donative intent.

2. Uniformity – the state constitution requires like property to be taxed at the same rate:

The Washington State Constitution requires, “[a]ll taxes shall be uniform upon the same class of property within the territorial limits of the authority levying the tax and shall be levied and

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<sup>3</sup> Article 8, section 7 of the [Washington Constitution](#).

collected for public purposes only.”<sup>4</sup> Arguably, forgiving unpaid taxes for one business while others have paid the tax may draw challenges under the state constitution.

However, Oakbrook Golf Course may argue that there was no indication that they were subject to the tax; the City has never notified them that they owe the tax. In fact, there has been some question as to whether public golf courses are subject to admissions tax and it does depend on whether a golf course charges for individual rounds of golf.

### **The City is not currently collecting admission tax for golf.**

The City has not collected admission tax for rounds of golf from Oakbrook Golf Course despite Oakbrook Golf Course being subject to the tax. As previously discussed, this is a mistake as much on the City for not notifying Oakbrook Golf Course as for Oakbrook Golf Course who has not paid. The question is how to proceed now that the applicability of the tax is clear.

### **Options**

1. Pursue back taxes and collect going forward.

This involves determining how much back tax and interest is owed. The City may be put in the position of prying relevant information from public golf courses and then having to defend the analysis before being able to collect.

2. Forgive back taxes, work with the public golf courses and begin collecting taxes going forward.

This provides a fresh start for both the City and the public golf courses. The requirement to pay admissions tax can be resolved without significant back taxes at stake and the issue of reporting can be addressed.

### **Recommendation**

Forgive the back taxes, work with Oakbrook Golf Course and collect the taxes going forward. A good date to begin actual collection is October 1, 2020, as that is the start of the third quarter for purposes of financial reporting.

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<sup>4</sup> [Washington State Constitution](#), 14<sup>th</sup> Amendment.