



LAKESWOOD CITY COUNCIL AGENDA

Tuesday, January 19, 2021

7:00 P.M.

City of Lakewood

The Open Public Meetings Act (OPMA) waiver by the state legislative leadership was extended through January 19. As a result, City Hall Council Chambers will NOT be open for City Council meetings.

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. 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.

Page No.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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.

<http://www.cityoflakewood.us>

PROCLAMATIONS AND PRESENTATIONS

1. 2020 Larry Saunders Service Award Presentation.
– *Mr. Bob Warfield, Lakewood Community Foundation Fund*
- (4) 2. Proclamation declaring January as Human Trafficking Awareness and Prevention month. – *Ms. Christine Gilge, Director and Ms. Kawehi Marshall, Compassion Connect Puget Sound*
3. Association of Washington Cities (AWC) Retro Refund Presentation.
– *Mr. Peter King, CEO and Mr. Brian Bishop, Program Manager*

PUBLIC COMMENTS**C O N S E N T A G E N D A**

- (5) A. Approval of the minutes of the City Council meeting of January 4, 2021.
- (11) B. Approval of the minutes of the City Council special meeting January 7, 2021.
- (12) C. Motion No. 2021-04

Approving the 2021 citizens' advisory boards, committees and commission work plans.
- (33) D. Motion No. 2021-05

Authorizing the execution of an interlocal agreement with Pierce College to enhance a baseball field at Fort Steilacoom Park.
- (39) E. Motion No. 2021-06

Authorizing the execution of an interlocal agreement with the Lakewood Water District regarding the construction of roadway improvements and water mains along Gravelly Lake Drive SW.
- (55) F. Items filed in the Office of the City Clerk:
 1. Lakewood's Promise Advisory Board meeting minutes of November 5, 2020.
 2. Planning Commission meeting minutes of December 2, 2020.

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**ORDINANCE****(59) Ordinance No. 748**

Providing for the issuance, sale and delivery of not to exceed \$4,100,000 aggregate principal amount of surface water revenue bonds to provide funds to finance the utility's share of transportation and other capital projects; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bond; and providing for other related matters.

UNFINISHED BUSINESS**NEW BUSINESS****REPORTS BY THE CITY MANAGER****(90) Review applications for appointment to Lakewood City Council Position 5.****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.

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, human trafficking is worldwide public health and civil rights crisis; and

WHEREAS, human trafficking is occurring at escalating levels all over the world including communities throughout the State of Washington; and

WHEREAS, human trafficking goes against basic human rights and is modern-day slavery, and there is a vital need to eradicate this horrendous crime; and

WHEREAS, all communities must seek to prevent human trafficking by promoting safe, healthy, and supportive environments; and

WHEREAS, law enforcement, federal and state agencies; nonprofit organizations, social service providers and others such as Compassion Connect Puget Sound are working to end Human Trafficking through partnerships; and

WHEREAS, Adorned In Grace's goal of fighting human trafficking through awareness, prevention and restoration has a positive impact in Lakewood, as their team guides survivors and other vulnerable women and girls through a program they call the GRACE plan; and

WHEREAS, the City of Lakewood is committed to ending modern-day slavery and exploitation.

NOW, THEREFORE, the Lakewood City Council hereby proclaims the month of January 2021 as

HUMAN TRAFFICKING AWARENESS AND PREVENTION MONTH

in the City of Lakewood and invite all citizens to observe this month with appropriate programs and activities aimed at ending and preventing all forms of human trafficking.

PROCLAIMED this 19th day of January, 2021.

Don Anderson, Mayor



LAKEWOOD CITY COUNCIL MINUTES

Monday, January 4, 2021

City of Lakewood

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

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

Participant ID: 86872632373

CALL TO ORDER

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

ROLL CALL

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

PROCLAMATIONS AND PRESENTATIONS

Proclamation declaring January 18, 2021 as Dr. Martin Luther King, Jr. Day of Service and February as Black History month.

MAYOR ANDERSON PRESENTED A PROCLAMATION DECLARING JANUARY 18, 2021 AS DR. MARTIN LUTHER KING, JR. DAY OF SERVICE AND THE MONTH OF FEBRUARY, 2021 AS BLACK HISTORY MONTH TO MS. KIMI GINN, MEMBER, MLK COMMITTEE.

Clover Park School District Report.

Clover Park School District (CPSD) Director Schafer shared that there is a plan in place to return students to school, this is contingent on COVID-19 rates, and specific information is available on the CPSD website. He shared that he was re-elected to serve as CPSD Board President, Alyssa Anderson Pearson will serve as Vice President and Anthony Velez will serve as Legislative Liaison. He commented on the diversity of the City and equity and inclusion efforts within CPSD. He shared that January is School Board Recognition month and Superintendent Banner was awarded an Employer Patriot Award from Employer Support of the Guard and Reserve. He reported that the Early Learning Program is enrolling students for online at home preschool. Discussion ensued.

PUBLIC COMMENTS

Sean Douglas, Lakewood resident, emailed comments regarding the street lighting project in the Oakbrook neighborhood, which were provided to the City Council in advance of the meeting.

Speaking before Council were:

Dennis Haugen, Sioux Falls South Dakota, spoke about the Democratic Party, cities run by Democrats and the news documentary Fight for the Soul of Seattle.

Mark Eberlein, Lakewood resident, spoke in opposition of the street lighting project in the Oakbrook neighborhood, requesting the City pause the project pending public engagement with the neighborhood.

Ken Scott, Lakewood resident, spoke about the street lighting project in the Oakbrook neighborhood.

Julian Wheeler, Lakewood resident, shared that the City of Lakewood's 25th Anniversary is February, 2021 and spoke the Pierce County Accessible Communities Advisory Committee, the importance of accessibility and productive relationships.

Dan Jordan, Lakewood resident, spoke about the street lighting project in the Oakbrook neighborhood, stating his opposition of the project in its current form, as it does not enhance the neighborhood.

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 November 23, 2020.
- B. Approval of the minutes of the City Council special meeting of December 2, 2020.
- C. Approval of the minutes of the City Council meeting of December 7, 2020.
- D. Approval of the minutes of the City Council study session of December 14, 2020.
- E. Approval of claims vouchers, in the amount of \$3,811,299.99, for the period of November 14, 2020 through December 15, 2020.
- F. Approval of payroll checks, in the amount of \$ 2,706,528.58, for the period of November 16, 2020 through December 15, 2020.
- G. Motion No. 2021-01

Authorizing the execution of an interlocal agreement with the Port of Tacoma regarding the 146th Street reconstruction project.

H. Motion No. 2021-02

Authorizing the execution of an addendum to the agreement with BERK Consulting, Inc. for the completion of the Lakewood Station District Subarea Plan, Development Code and SEPA Planned Action.

I. Motion No. 2021-03

Authorizing the execution of an agreement with Buell Recreation, LLC for the Fort Steilacoom Park Playground Replacement project.

J. Items filed in the Office of the City Clerk:

1. Public Safety Advisory Committee meeting minutes of October 7, 2020.
2. Planning Commission meeting minutes of November 18, 2020.

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

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

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

Street Light Project Update.

Public Works Engineering Director Bucich provided an overview of the Oakbrook Neighborhood Street Light project. He shared that the design was completed in Spring of 2020 and a contract was awarded on May 18, 2020 to Transportation Systems, Inc. totaling \$216,000. He shared that construction was delayed due to COVID-19 and is expected to begin on Wednesday. He reported that the city has received approximately 20 inquiries from citizens expressing concerns with the project. He then reviewed a map of the project area and connection points and highlighted Engineering Standards and deviations.

City Attorney Wachter then reviewed legal parameters of amending the terms of or terminating the contract.

Discussion ensued regarding whether CDBG protocols and regulations related to public outreach were met, options for under grounding in this neighborhood,

whether the poles can be utilized elsewhere in the city for the street-lighting program, other options for design configurations, flexibility of CDBG-CV funding, and traffic and crime stats related to safety benefits of lights in the neighborhood.

COUNCILMEMBER FARMER MOVED TO CANCEL THE OAKBROOK STREET LIGHT CONTRACT. SECONDED BY COUNCILMEMBER MOSS. ROLL CALL WAS TAKEN RESULTING AS FOLLOWS:

AYES: FARMER, MOSS, WHALEN.

NAYS: BOCCHI, BRANDSTETTER, ANDERSON.

THE MOTION TO CANCEL THE OAKBROOK STREET LIGHT PROJECT FAILS.

Review of interlocal agreement with Pierce College to build a baseball field.

Parks, Recreation and Community Services Director Dodsworth shared that the City received funding from Washington State to complete four turf sports infields at Fort Steilacoom Park. She shared that Pierce College has approached the City requesting to partner to enhance one of the fields to use for the Raiders baseball team. The interlocal identifies the description of the project, obligations and responsibilities of each of the parties. Discussion ensued and it is requested that the interlocal come forward for approval at the City Council meeting of January 19th.

Behavioral Health Process Update.

Senior Policy Analyst Kelley-Fong, who was joined by Chief Zaro, shared that the Human Services Research Institute (HSRI) produced a study for Pierce County highlighting background, service and prevention needs, available resources and challenges in the current behavioral health system as well as service and infrastructure recommendations. In addition, in October 2020 the Regional Systems of Care Committee (RCSS) provided a list of programs and services, identifying gaps and measurements to evaluate performance and recommendations for funding principles to the Pierce County Council. She shared that based on this information, in December 2020; the Pierce County Council approved a 1/10th of 1% sales tax to be used to fund behavioral health and therapeutic court services.

She then provided an overview of services that are available in Pierce County such as hotlines, Mobile Outreach Crisis Team (MOCT) and the Mobile Community Intervention Response Team (MCIRT).

Chief Zaro then provided an overview of models first responders' use when responding to behavioral health crises such as the Crisis Intervention Team and Mental Health Co-Responder Programs. He then spoke about the Involuntary Treatment Act pursuant to RCW 71.05, use of Emergency Department's and treatment centers for evaluation by medical professionals. Discussion ensued.

City Manager Caulfield complimented Chief Zaro and Senior Policy Analyst Kelley-Fong for their work on the Behavioral Health Process Update.

He shared that the City signed on to a letter presented by Washington Rolling, directed to the State Legislature, encouraging the adoption of Transportation Infrastructure Program during the upcoming legislative session.

He shared that Nisqually Jail rescinded their letter terminating jail services and it is anticipated that a new contract will be in place no later than March 15th.

He then shared the COVID-19 vaccines continue to be distributed to front line workers and first responders. It is anticipated that City employees will be eligible for vaccines in Phase 1B or 1C. He also noted that Pierce County has set up a testing location at the former Department of Licensing Admissions site which is open Wednesday through Sunday from 10:30 a.m. to 5 p.m. and the Pierce County Mobile Testing will be at Fort Steilacoom Park on January 9th from 10:00 a.m. to 3 p.m..

He shared that the Community and Economic Development Department reported new construction valuation \$260 Million in 2020 from new commercial development, commercial remodels and commercial additions, new single-family residences, multifamily and residential remodel and repairs. They also issued 1171 permits in 2020 and it is projected 1st quarter construction activity could total \$50 Million.

He noted that Aero Precision will be relocating to the Lakewood Industrial Park and the Puget Sound Business Journal announced that Black Creek Group has signed a lease with Amazon and Tesla.

He shared that the City has received a request from Adorned in Grace Lakewood requesting that the City Council issue a Proclamation declaring January as Human Trafficking Prevention and Awareness month.

CITY COUNCIL COMMENTS

Councilmember Moss shared that this week she will be attending the Lakewood's Promise Advisory Board and MLK Committee meeting.

Councilmember Brandstetter shared that this week he will be attending the Tacoma Planning Commission meeting where there will be discussion related to the Tideflats and Industrial Land regulations.

Councilmember Bocchi complimented the development and employment activity in the City and commented on the vaccination process in Washington State and suggested that the City reach out to provide options for vaccine sites.

Councilmember Farmer questioned when the City Council will have time scheduled to review the agenda for the joint City Council and Clover Park School District Board meeting. She also encouraged residents to apply for the open City Council position. Deputy Mayor Whalen shared that he attended the Arts Commission meeting where they reviewed the 2021 work plan and he complimented the new restrooms at Fort Steilacoom Park.

Mayor Anderson shared that it is expected that the Governor's Office will announce the Phase 1B criteria for vaccination distribution on Wednesday. He then commented on the significance of Aero Precision's relocation to Lakewood and shared he attended the Pierce County Councils In-District 6 meeting where he provided an update on Lakewood.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:35 p.m.

DON ANDERSON, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL MINUTES

Thursday, January 7, 2021

City of Lakewood

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

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

Participant ID: 86872632373

CALL TO ORDER

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

ROLL CALL

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

NEW BUSINESS

Oakbrook Neighborhood Street Light Project.

City Manager Caulfield shared that since the January 4 City Council meeting the City has received an additional 23 comments, which totals approximately 43 comments, from the public opposing the Oakbrook Neighborhood Street Light Project. He noted that the Contractor has installed 13 poles and has been asked to pause any further work.

Public Works Engineering Director Bucich shared photos of the project area and locations where poles have been placed to date.

MAYOR ANDERSON MOVED TO RECONSIDER THE MOTION MADE AT THE JANUARY 4, 2021 REGULAR MEETING TO CANCEL THE OAKBROOK STREET LIGHT CONTRACT. SECONDED BY COUNCILMEMBER FARMER. ROLL CALL WAS TAKEN AND CARRIED UNANIMOUSLY.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:21 p.m.

DON ANDERSON, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

January 19, 2021

TITLE: Approve the Citizens' Advisory Boards, Committees and Commission work plans

TYPE OF ACTION:

— ORDINANCE NO.

REVIEW:

January 11, 2021

ATTACHMENTS:

2021 Citizens Advisory Boards, Committees and Commissions Work Plans

— RESOLUTION NO.

— MOTION NO. 2021-04

— OTHER

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

RECOMMENDATION: It is recommended that the City Council approve the Citizens' Advisory Boards, Committees and Commission work plans.

DISCUSSION: Chapter 2.68 of the Lakewood Municipal Code requires all City of Lakewood Citizens' Advisory Boards, Committees and Commissions, authorized by the City Council to conduct research, make recommendations or perform other work in furtherance of the goals and objectives of the City, to follow a properly executed annual work plan specific to that body. Accordingly, a work plan for the American Lake Lake Management District No.1, Arts Commission, Community Services Advisory Board, Lakewood's Promise Advisory Board, Landmarks and Heritage Advisory Board, Lodging Tax Advisory Committee, Parks and Recreation Advisory Board, Planning Commission, Public Safety Advisory Committee and the Youth Council has been reviewed by each committee and is attached for City Council consideration.

Pursuant to City Code, the City Council is expected to review the work plan of each Advisory Board and Committee and formally approve each work plan. The City Council may amend the work plans as appropriate. If an advisory group anticipates departure from the work plan, such departure should be authorized by the City Council. City Council reviewed the proposed work plan for each Board and Commission at the Study Session held on January 11, 2021.

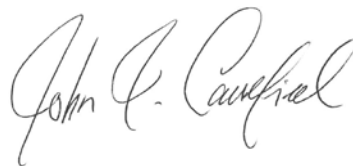
ALTERNATIVE(S): The City Council may amend each work plan as appropriate.

FISCAL IMPACT: Any applicable budget is included with the attached work plans.

Tho Kraus

Prepared by

Department Director



City Manager Review

AMERICAN LAKE – LAKE MANAGEMENT DISTRICT NO. 1 ADVISORY COMMITTEE 2021 ANNUAL WORK PLAN, BUDGET, AND MEETING SCHEDULE

Members:

Chair: Mark Pfeiffer
Vice-Chair: Peter Marsh
David Clouse
Mary Dodsworth
Richard Martinez
Susan Vezeau

City Staff Support:

Paul Bucich, Public Works Engineering Director
Greg Vigoren, Engineering Services Manager
Diana Halar, Compliance Inspector

Meeting Schedule:

February 25, May, September, and November

Overview: The American Lake – Lake Management District No. 1 Advisory Committee was established to represent the property owners of the American Lake – Lake Management District No. 1 (LMD) and advise the Lakewood City Council.

2021 Work Plan & Budget:

1.	Aquatic vegetation surveys	\$4,300
2.	Invasive aquatic vegetation control/treatment	\$12,500
3.	Annual report, treatment permit, meetings	\$2,500
4.	Public education & outreach efforts	\$2,000
5.	Supplies, equipment, annual meeting	\$500
6.	City administrative costs	\$6,600
	Total Estimated Costs	\$28,400

Date	Topic(s)
January 11	2021 work plan, budget, and schedule reviewed by City Council – chair and staff
February 25	Elect Advisory Committee Chair and Vice-Chair for 2021/2022 – committee
March	Prepare member outreach postcard or newsletter – committee and staff
May	Distribute member outreach postcard or newsletter – staff
May	Conduct beginning of season aquatic vegetation survey – contractor
June-Aug	Conduct invasive aquatic vegetation control activities or herbicide treatment – contractor
October	Conduct end of season aquatic vegetation survey – contractor
November	Review control/treatment report – committee
November	Develop 2022 work plan, budget, and schedule based on 2021 activities, LMD needs, and available budget – committee

Special Events:

Date	Event
September	Annual member meeting at American Lake Park

LAKEWOOD ARTS COMMISSION

2021 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Chair Linda McDermott
Vice-Chair: Earl Borgert
Adriana Bayer
Darryl Owens
Susan Werner

Lani Neil
Paige Hansen
Patti Belle
Phillip Raschke
Lua Pritchard

Council Liaison:

Deputy Mayor Jason Whalen

City Staff Support:

Sally Martinez

Nicolette York

Youth Council Liaison

Angel Lee
Kayala Purdie

Estaban Panagelinan
Arianie Esperon

Meeting Schedule:

First Monday of the month, 5:00-6:15 p.m., American Lake Conference Room

Overview: The role of the Lakewood Arts Commission is to assess needs, establish priorities, and make recommendations for the enrichment of the community and promotion of its cultural vitality through the arts. The Lakewood Arts Commission will therefore do the following:

- A. Promote the visual, performing and literary arts;
- B. Encourage the creative contribution of local artists;
- C. Make recommendations for public art to the City Council;
- D. Support community-building events; and
- E. Foster the City's cultural heritage.

Note: For 2021 the Arts Commission will have two subcommittees:

1. Public Art: Includes, Colonial Plaza Art, Utility Box wraps, Special Events, Rotating art
2. Performing Arts: Includes Film Festival, Special Events, Summer Concert Series

Workplan:

1.	Special Event involvement as it pertains to Public Art & Performing Arts
2.	Recruitment and Retention
3.	Rotating Artists at City Hall (depending on COVID)
4.	Public Art - Colonial Plaza
5.	Public Art Contest/Exhibit for City's 25 th Anniversary February & Summer 2021
6.	Public Art Utility Box wrap creation and installation
7.	Arts Commission Retreat
8.	Film Festival Planning for 2022 implementation
9.	Ongoing Education
10.	Joint City Council and Arts Commission Meeting on October 11, 2021

Date	Topic(s)
January 4	Officer Elections, Committee Formation, committee reports, Work Plan, 25 th anniversary art contest, planning & implementation utility box wraps(wraps), Budget Allocation, Public Art Colonial Plaza
February 1	Committee reports, 25 th anniversary art contest, utility box wraps, Public Art Colonial Plaza. Ongoing education
March 1	Committee reports, utility box wraps, Public Art Colonial Plaza
April 5	Committee reports, utility box wraps, Public Art Colonial Plaza, ongoing education
May 3	Committee reports, utility box wraps, Public Art Colonial Plaza
June 7	Committee reports, utility box wraps, Public Art Colonial Plaza, Film Festival planning, ongoing education
July 5	Committee reports, utility box wraps, film festival planning
August 2	Committee reports, Public Art Colonial Plaza, Lodging Tax Grant for Concert Series and Film Festival, utility box wraps, retreat planning, Film Festival planning
September 6	Committee reports, Public Art Colonial Plaza, utility box wraps, retreat planning, Joint Commission meeting talking points, Film Festival Planning. Ongoing education
October 4	Committee reports, Public Art Colonial Plaza, Joint City Council and Arts Commission Meeting, Arts Commission Retreat, work program development
November 1	Committee reports, work program development, Prep for Elections, Film Festival planning, ongoing education
December 6	Committee reports, Prep for Elections, work program development, Film Festival Planning

2021 Special Events:

Date	Event
January 14	MLK Event
February	City of Lakewood 25 th Anniversary Art Contest
May-August (TBD)	City of Lakewood 25 th Anniversary Celebration and Art Exhibit
July-August	Summer Nights at the Pavilion Outdoor Concert Series
October 3	Arts Commission Retreat
December	Christmas Parade/Judging of Floats
TBD	Colonial Plaza Public Art Unveiling
TBD	Art Focused Special Event at Colonial Plaza

COMMUNITY SERVICES ADVISORY BOARD 2021 WORK PLAN

Members:

Chair: Sarah Yamamoto
Vice-Chair: TBD
Edith Owen-Wallace
Elisapeta Scanlan
DeeAnn Harris

Laurie Maus
Michael Lacadie
John Mayfield

City Council Liaison:

Councilmember Linda Farmer

Youth Council Liaisons:

Yajaira Gonzalez
Triccie Elizaga

Gloria Araula Ruiz
Stephanie Sandoval Salazar

City Staff Support:

Brian Humphreys, Human Services Coordinator
Jeff Gumm, CDBG/HOME Program Manager
Martha Larkin, CDBG/HOME Program Coordinator

Meeting Schedule:

Third Wednesday of the Month, 5:30p.m., American Lake Conference Room

Overview: The role of the Community Services Advisory Board is to assist the City Council in the following areas:

- A. Conduct Public Hearings.
 - 1. To receive public comments to identify community and housing needs and development of proposed activities; and
 - 2. To review allocation of human services funds and programs.
- B. Recommend to the City Council.
 - 1. Programs for funding out of CDBG funds;
 - 2. CDBG and HOME funding allocations, including development of housing program strategies;
 - 3. Suggestions for the Consolidated Plan and other related documents;
 - 4. Funding for human services.
- C. Perform such other duties and functions related to CDBG, HOME and human services funding as assigned by the City Council and in furtherance of the goals and objectives of the CDBG and HOME programs as well as LMC Title [8](#).

Work Plan:

1.	Joint meetings (biennial) with Planning Commission regarding City affordable and attainable housing needs
2.	Approve Five-year Consolidated Plan, Annual Action Plan, and Fair Housing Analysis
3.	2020 Human Services contract performance
4.	2021-22 Human Services allocations process and funding recommendations
5.	Approve FY 2019 CAPER
6.	Public hearing on community development, housing and services needs
7.	FY 2021 CDBG/HOME funding strategies

Date	Topic(s)
January 20	<ul style="list-style-type: none"> • Elect new Vice-Chair • Establish ad hoc committee for reviewing application materials and process
February 17	<ul style="list-style-type: none"> • CDBG – Review draft Consolidated Plan and 2021 Action Plan
March 17	<ul style="list-style-type: none"> • Review 2020 Human Services Report • Develop recommendations for Human Services funding priorities
April 21	<ul style="list-style-type: none"> • Review 2021 contract performance measures
May 19	<ul style="list-style-type: none"> • Review draft application materials and rating criteria
June 16	<ul style="list-style-type: none"> • Finalize Human Services funding application and rating criteria
July 15	<ul style="list-style-type: none"> • Conduct a virtual workshop for Human Services applications
September	<ul style="list-style-type: none"> • Review submitted Human Services applications and ratings
September 20	<ul style="list-style-type: none"> • Conducted virtual interviews with Human Services applicants • CDBG – review and approve CAPER and CDBG/HOME policies and strategies
October 13	<ul style="list-style-type: none"> • CDBG – adopt FY 2022 policies and funding strategies • Conduct Human Services funding deliberations
November 17	<ul style="list-style-type: none"> • Review City Council feedback about funding recommendations
December 15	<ul style="list-style-type: none"> • Review 2022 annual work plan

**CITY OF LAKEWOOD LANDMARKS AND HERITAGE ADVISORY BOARD (LHAB)
2021 ANNUAL WORK PLAN AND MEETING SCHEDULE**

Members:

Glen Speith
Joan Cooley
Beth Campbell
William “Bill” Elder
(Code allows up to nine members; currently, there are five vacancies)

Council Liaison:

TBD

City Staff Support:

Courtney Brunell, Planning Manager
Ramon Rodriguez, Planner
Karen Devereaux, Administrative Assistant

Meeting Schedule:

Fourth Thursday of each month, 6:00 p.m.

Overview: The role of the Landmarks & heritage Advisory Board is to:

- Designate, preserve, protect, enhance, and perpetuate those sites, buildings, districts, structures and objects which reflect significant elements of the City’s, county’s, state’s and nation’s cultural, aesthetic, social, economic, political, architectural, ethnic, archaeological, engineering, historic and other heritage;
- Foster civic pride in the beauty and accomplishments of the past;
- Stabilize and improve the economic values and vitality of landmarks;
- Protect and enhance the City’s tourist industry by promoting heritage-related tourism;
- Promote the continued use, exhibition and interpretation of significant sites, districts, buildings, structures, objects, artifacts, materials and records for the education, inspiration and welfare of the people of Lakewood;
- Promote and continue incentives for ownership and utilization of landmarks;
- Assist, encourage and provide incentives to public and private owners for preservation, restoration, rehabilitation and use of landmark buildings, sites, districts, structures and objects;
- Assist, encourage, and provide technical assistance to public agencies, public and private museums, archives and historic preservation associations and other organizations involved in the preservation, exhibition, protection and interpretation of Lakewood’s heritage;
- Work cooperatively to identify, evaluate and protect historic resources in furtherance of the purposes of this chapter.

2021 Landmarks & Heritage Board Work Plan:

NOTE: Much of LHAB's work was suspended due to COVID-19. The proposed 2021 work plan is a carry-over from 2020.

Work Plan Topic	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Apply for grant funding through the Pierce County Landmarks and Historic Preservation Commission to acquire funding for labor and hardware cost to install the Historic Street Signs which have been purchased with last year's awarded grant.	X			
Continue to work with Clover Park School District to incorporate local Lakewood History into the Curriculum.	X			
Develop frequently asked questions (FAQ's) to be included on the LHAB website.	X			
Submit a CLG Grant proposal to the Washington Department of Archeology and Historic Preservation.		X		
Update the Lakewood Touring map to include historic streets identified through the recognition program.		X		
Work with Pretty Gritty Tours to develop a walking tour program for the City of Lakewood.		X		
Explore the use of the Community Landmark designation for the Colonial Center; Western State Hospital; Rhodesleigh House;			X	
Villa Carman (Madera); the Flett House; Little Church on the Prairie; Thornewood Castle; Mueller-Harkins Hangar; Tacoma Country and Golf Club; the "H" barn at Fort Steilacoom Park; and the Alan Liddle House.			X	
Continue to update the LHAB website.			X	
Joint meeting with City Council.				X
Develop 2022 Work Plan.				X
Work on recruitment of new members to serve on the LHAB.	X	X	X	X
Explore designation as Landmark or Community Landmark for selected properties.	X	X	X	X
Actively engage with the City of Lakewood Youth Council.	X	X	X	X
Research grant opportunities to fund additional historic markers throughout the City of Lakewood.	X	X	X	X

LAKEWOOD'S PROMISE ADVISORY BOARD

2021 WORK PLAN

Members:

Chair: Ellie Wilson, Community Member & CISL Founder

Vice-Chair: Dr. Joyce Loveday, Clover Park Technical College

Ron Banner, Clover Park School District

Elise Bodell, Lakewood Library

Mary Dodsworth, City of Lakewood

Leanna Christian, Lakewood YMCA

Dr. Michele Johnson, Pierce College

Beverly Howe, Common Spirit Hospital

Wanda Elder, Community Member

Andie Gernon, Community Member

Council Liaison:

Councilmember Mary Moss

City Staff Support:

Brian Humphreys, Human Services Coordinator

Youth Council Liaisons:

Brandon Elliott

Sarah James

Hank Jones

Meeting Schedule:

First Thursday of the Month, 7:30 a.m., American Lake Conference Room

Overview: The role of the Lakewood's Promise Advisory Board is to assist the City Council in the following areas:

- A. The Lakewood's Promise Advisory Board shall advise the Mayor, the City Council and City staff regarding the availability and delivery of the five promises within the City.
- B. The Lakewood's Promise Advisory Board shall look for ways to develop ongoing relationships among Lakewood citizens and businesses to better deliver Promise activities to youth. To do this, the Lakewood's Promise Advisory Board will recommend individuals to serve on task forces pertaining to each of the five promises.
- C. The Lakewood's Promise Advisory Board shall advise the City Council in connection with Lakewood's Promise issues as may be referred to the Lakewood's Promise Advisory Board by the City Council which may include, but is not limited to, the following:
 1. Facilitate cooperation and coordination with the City, citizens' groups and other entities, agencies and organizations on Lakewood's Promise issues;
 2. Recommend to the City Council strategies to enhance awareness of, and interest in, Lakewood's Promise which may be in cooperation with any appropriate private, civic or public agency of the City, county, state or of the federal government;
 3. Recommend ways and means of obtaining private, local, county, state or federal funds for the promotion of Lakewood's Promise programs and projects within the City; and
 4. Represent the community and the City of Lakewood as requested by the City Council to address Lakewood's Promise related issues.

Work Plan:

1.	Create and execute a plan to collaboratively address the issue of Youth Mental Health.
2.	Direct the process of adding a Workforce Development component to the City's work.
3.	Create and execute a plan to increase the Lakewood's Promise communications capacity.
4.	Coordinate with the Youth Council on a Youth Summit or Mental Health workshop.

Accomplishments:

Date	Topic(s)
January 7	<ul style="list-style-type: none"> • Elect 2021 officers • Discuss plans for the youth summit or mental health workshop • Decide next steps for youth mental health and workforce development
February 4	<ul style="list-style-type: none"> • Review plans for strategic initiatives (workforce development and youth mental health) • Review communications strategies with Youth Council members
March 4	<ul style="list-style-type: none"> • Review the status of the strategic initiatives and the Youth Mental Health workshop
April 1	<ul style="list-style-type: none"> • Review the schedule for the Youth Mental Health workshop and goals
May 6	<ul style="list-style-type: none"> • Review the status of the strategic initiatives and the Youth Mental Health workshop
June 3	<ul style="list-style-type: none"> • Review the results of a youth mental health discussion with the Youth Council members
September 2	<ul style="list-style-type: none"> • Review the status of the strategic initiatives and plan for the joint session with City Council
October 7	<ul style="list-style-type: none"> • Plan for the joint session with the City Council
October 18	<ul style="list-style-type: none"> • Joint City Council and Lakewood's Promise Advisory Board meeting
November 4	<ul style="list-style-type: none"> • Review feedback from the City Council • Review the 2021 work plan and identify strategic goals for 2022 • Review 2020 Community Needs Report
December 2	<ul style="list-style-type: none"> • Review the 2022 draft work plan • Discuss the format for the 2022 community collaboration meetings

**Lodging Tax Advisory Committee (LTAC)
2021 Annual Work Plan and Meeting Schedule**

Members:

Mayor Don Anderson, Chair

Represent Businesses Authorized to Collect

Asuka Ludden, Best Western Lakewood Motor Inn

Jarnail Singh, Comfort Inn & Suites

Jessica Christensen, Holiday Inn

Represent Businesses Authorized to Receive

Phil Raschke, Lakewood Playhouse

Linda K. Smith, Lakewood Chamber of Commerce

Chelene Potvin-Bird, Travel Tacoma + Pierce County, WA

City Council Liaison: Not Applicable

City Staff:

Tho Kraus, Assistant City Manager/Chief Financial Officer

Emmanuel “Manny” Cristobal, Finance Supervisor

Meeting Schedule:

July - Joint Lodging Tax Advisory Committee Meeting.

September - Listen to presentations, rate and make funding recommendations.

November - Present recommendations to the City Council.

2021 Work Plan (tentative dates provided:

- Attend the Joint Lodging Tax Advisory Committee meeting to discuss the LTAC in general, review guidelines, past grants awarded, and potential funding available for 2022 grant awards.
(July 12, 2021)
- Review lodging tax grant applications in advance of day-long presentations. The LTAC shall receive the applications at least 45-days before final action on or passage of proposals by the City Council.
(Mid-September)
- Listen to presentations from potential lodging tax grant recipients. Review, rate, and make funding recommendations that are forwarded to the Lakewood City Council for their deliberations.
(Late September)
- Meet on an as needed basis to review lodging tax grant applications for the next year and provide funding recommendations to the Lakewood City Council for their consideration and deliberations.
- Present recommendations to the Lakewood City Council.
(November 8, 2021)
- Follow up with further review and recommendations as requested by the Lakewood City Council.
- City Council makes decision on LTAC recommendations.
(November 15, 2021)

Background, Guidelines and Process

The City's hotel/motel lodging tax is comprised of the transient rental income tax and the special hotel/motel tax and applies to charges for lodging at hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities for periods of less than one month.

Transient Rental Income Tax (RCW 67.28.180)

The City imposed a 2.0% transient rental income tax effective March 1996. The tax is credited against the state retail sales tax so that the hotel/motel tax is not an additional tax for the customer but represents sharing of the state retail sales tax receipts on lodging with the city (State Shared Revenues).

Special Hotel/Motel Tax (RCW 67.28.181)

The City imposed a 2% special hotel/motel tax in June 1996 and an additional 3% in June 1997 for a total rate of 5%. The combined rate of state and local retail sales tax (except RTA tax), the state convention center tax, and any special hotel/motel taxes may not exceed 12%. However, a higher aggregate rate cap applies for jurisdictions that previously levied higher hotel/motel tax rates (such as Lakewood which was grandfathered.) The program is administered by the Department of Revenue and distributions are made by the Office of State Treasurer monthly. Distributions are receipted into the City's Hotel/Motel Lodging Tax Fund.

The guiding principle for the use of lodging taxes is that they must be used for activities, operations and expenditures designed to increase tourism. Specifically, lodging taxes can be used for:

- Tourism marketing as defined by RCW 67.28.080. It includes such activities:
 - Advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists;
 - Develop strategies to expand tourism;
 - Operating tourism promotion agencies; and
- Marketing and operations of special events and festivals designed to attract tourists;
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or
- Operations of tourism-related facilities owned or operated by nonprofit organizations (RCW 67.28.18.16)

A tourism-related facility is a real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is (a) owned by a public entity, nonprofit organization (including a non-profit business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce) and (b) be used to support tourism, performing arts, or to accommodate tourist activities (RCW 67.28.080).

As of July 1, 2013, capital expenditures for tourism-related facilities owned by nonprofit organizations are no longer permitted expenditures of lodging tax funds.

Municipalities may, under chapter 39.34 RCW, agree to the utilization of revenue from taxes imposed under this chapter for the purposes of funding a multi-jurisdictional tourism-related facility.

The City's Lodging Tax Funding Guidelines as amended by the City Council on September 21, 2015 is as follows:

Background:

The objective of the City of Lakewood Lodging Tax Advisory Committee process is to support projects, which encourage eligible tourism and cultural activities and support tourism facilities in Lakewood. The process is reviewed annually and the guidelines are updated in accordance with reported success of existing programs, potential for new programs and changes in state law. A calendar for the application process will be established but will allow for emerging opportunities as they arise.

Objectives for Hotel/Motel Tax Funds:

- Generate increased tourism in Lakewood resulting in over-night stays at local hotels.
- Generate maximum economic benefit through overnight lodging, sale of meals and goods, and construction of tourism-related facilities.
- Increase recognition of Lakewood throughout the region as a destination for tourism.
- Increase opportunities for tourism by developing new visitor activities.

Allocation Guidelines:

- The City shall seek proposals for funding on an annual basis from organizations seeking to use Hotel/Motel Tax funds for promoting tourism or for acquisition, construction or operation of tourism related facilities.
- Organizations seeking funding must complete an application form.
- The Lodging Tax Advisory Committee shall review the proposals and make recommendations to City Council as to which applications should receive funding.
- The final funding decision will be made by City Council in the form of approval or denial of the recommendation as recommended – no amendments to recommendations will be made by the City Council.
- Once approved for funding an organization must enter into a contract and funding will be provided in quarterly installments or on a reimbursable basis.
- Organizations receiving funding must submit a report at the end of the calendar year.
- \$101,850 will be paid annually to the Sharon McGavick Student Center through 2027 pursuant to the City's agreement with Clover Park Technical College.
- 4% - Can be used for tourism promotion, or the acquisition of tourism-related facilities, or operation of tourism-related facilities.
- 3% - Can only be used for the acquisition, construction, expansion, marketing, management, and financing of convention facilities, and facilities necessary to support major tourism destination attractions that serve a minimum of one million visitors per year.

The Lodging Tax Advisor Committee (LTAC) must have at least five members, appointed by the governing body and the committee membership must be comprised of the following:

- At least two representatives of businesses that are required to collect the lodging tax, and
- At least two people who are involved in activities that are authorized to be funded by the tax, and
- One elected city official who serves as chairperson of the committee.

The statute also provides that a person who is eligible under the first category is not eligible for appointment under the second category, and vice versa. The number of committee members from organizations representing the hotels and motels and the number of organizations involved in activities that can be funded must be equal. The City Council must review the membership of the committee annually.

The LTAC makes recommendations to the City Council in regards to how the taxes are to be used. All applicants for awards of lodging tax must apply to the City through the LTAC. The applicants may consist of convention and visitor bureaus, destination marketing organizations, nonprofits, including main street organizations, lodging associations, or chambers of commerce, and additionally the City itself.

The LTAC receives all applications for lodging tax revenue and recommends a list of candidates and funding levels to the City Council for final determination. The City Council may choose only recipients from the list of candidates and recommended amounts provided by the lodging tax advisory committee (RCW 67.28.1816(2)(b)(ii), emphasis added). An August 2016 informal opinion from the Attorney General's Office interpreted this language to mean that the legislative body may award amounts different from the LTAC's recommended amounts, but only after satisfying the procedural requirement in RCW 67.28.1817(2) which requires that the City must submit its proposed change(s) to the LTAC for review and comment at least 45 days before final action is taken.

All entities receiving lodging tax distributions must provide information to their respective local government on their use of these funds as required by RCW 67.28.1816. This includes local governments that directly use lodging tax funds for municipal purposes. Local governments will then, in turn, report this information annually to the Joint Legislative Audit and Review Committee (JLARC) by March 15 for the year ending the previous December 31.

**CITY OF LAKEWOOD
PLANNING COMMISSION
2021 ANNUAL WORK PLAN AND MEETING SCHEDULE**

Members:

Connie Coleman-Lacadie
Donne Daniels
James Guerrero
Nancy Hudson-Echols
Ryan Pearson
Paul Wagemann

(Code allows up to seven members. Currently, there is one vacancy. A second vacancy is anticipated this spring, Ms. Hudson-Echols.)

City Council Liaison:

Councilmember Paul Bocchi

City Staff Support:

Dave Bugher, Assistant City Manager for Development Services
Tiffany Speir, Long Range & Strategic Planning Manager
Karen Devereaux, Administrative Assistant

Meeting Schedule:

First and third Wednesdays, 6:30 p.m.

Overview: The role of the Planning Commission is to assist the City Council in the following areas:

General Planning Issues:

- Review and provide recommendation to the City Council on the Draft CDBG 5-Year Consolidated Plan (2020-2025) and Annual Action Plan;
- Receipt of Annual Housing Report;
- Assists City personnel in preparing and updating a Comprehensive Plan for the City in accordance with state law to be submitted to the City Council for consideration of adoption;
- Recommends new and amended land use and zoning regulations and other development regulations as deemed necessary and/or appropriate;
- Act as the research and fact finding agency of the City in regard to land uses, housing, capital facilities, utilities, transportation, and in regard to classification of lands as agriculture, forest, mineral lands, critical areas, wetlands and geologically hazardous areas;
- Undertakes surveys, analyses, research and reports as may be generally authorized or requested by the City Council;
- Cooperates with planning agencies of other cities and counties, to include regional planning agencies, in furtherance of such research and planning; and
- Annually provides to the City Council a report on progress made in implementing the goals and requirements of State law and on the status of land use policies and procedures within the city.

Redevelopment:

- Facilitate cooperation and coordination between various business groups and impacted neighborhoods on business issues;
- Facilitate the formation of specific neighborhood commercial business groups to assist in the enhancement of various existing commercial areas, aid in stabilizing and retaining commercial enterprises within these areas to maintain viability as a commercial area, and help in identifying specific needs of businesses within various commercial areas;
- Make recommendations to the City Council and to City staff for programs in which the City could or should participate to enhance commercial development opportunities in the City, which programs may be in cooperation with any appropriate private, public, civic or community agency, group or association of or in the City, county, state or federal government;
- Recommend ways and means of obtaining private, local, county, state or federal funds and other participation for the promotion of business development projects within the City, especially those of an incubator type;
- Work with City of Lakewood staff, City Council, task forces and other City/community based groups, as directed by the City Council, on relevant issues and projects; and
- Assist in data base development for the creation and maintenance of a community profile.

Transportation:

- Facilitate cooperation and coordination with the Public Works Department of the City on street, public works and transportation and infrastructure related projects and plans;
- Identify, evaluate and recommend to the City Council, City Manager and/or City staff policies and projects for the City, annual update of its Six-Year Transportation Plan, and for other transportation and infrastructure planning purpose of the City;
- Recommend ways and means of obtaining private, local county, state or federal funds for promotion of transportation and infrastructure facilities of the City;
- Advise the City Council on acquisition, replacement and maintenance of transportation and infrastructure facilities of the City;
- Advise the City as to the manner that public information on street related projects can best be disseminated, given the nature and/or scope of the projects; and
- Advise the City Council regarding transportation related facilities, needs and programs of the City, as may be referred by the City Council.

2021 Planning Commission Work Plan

Work Plan Topic	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Election of 2021 Chair and Vice-Chair.	X			
Receipt of Annual Housing Report.	X			
Joint meetings (biennial) with the Community Services Advisory Board (CSAB) regarding City affordable and attainable housing needs.	X		X	
Review & recommendation on pending CDBG/HOME Consolidation Plan Amendments. (These amendments are specific to CDBG-CV Phase 3 funds and establishment of a tenant based rental assistance (TBRA) program.) Parentheses represent tentative time periods & tied with City of Tacoma actions.	(X)	(X)		
Review of implementation process for VISION 2050 policies and actions.	X	X	X	X
Review and develop recommendation on Lakewood Station District Subarea Plan and Hybrid Form-Based Code.	X			
Review and develop recommendation on 2021 Comprehensive Plan Map and Text Amendments. Includes a revised energy and climate change chapter.	X	X		
Comprehensive review of the City's housing policies and programs. Includes: Comprehensive Plan goals, policies and objectives; Title 18A; CDBG/HOME; RHSP, and administrative policies.			X	X → ?
Receipt of 2022 Buildable Lands Report status.	X	X	X	
Review and development of recommendations on the 2022-2027 6-year transportation improvement plan (TIP).		x		
Periodic review of Comprehensive Plan Map and Text items in anticipation of 2024 statutory update.		X	X	X
Review and development of recommendations on annual development regulation amendment package (technical edits to LMC Titles 18A – 18C, etc.).			X	X
Review and development of recommendations on the 2022 Comprehensive Plan docket.			X	X
Review and Development of Recommendation on "Excess" Rights-of-Way (ROW) in City.		X	X	
Review and development of recommendations on design review including landscaping for Commercial Zoning Districts outside of the boundaries of existing/proposed subarea plans.				→
This project would carry over into 2022.				

**PARKS AND RECREATION ADVISORY BOARD
2021 ANNUAL WORK PLAN AND MEETING SCHEDULE**

Members:

Jason Gerwen, Chair
Vito Iacobazzi, Vice-Chair
Sylvia Allen

Alan Billingsley
Susan Dellinger
Michael Lacadie

Youth Council Liaison:

Arianie Esperon
Micah Kim
Carly Sherman

Council Liaison:

Councilmember Linda Farmer

City Staff Support:

Mary Dodsworth, Director Parks, Recreation & Community Services
Nikki York, Office Assistant

Meeting Schedule:

Fourth Tuesday of Each Month, 5:30 p.m. American Lake Room, Lakewood City Hall

Overview: The role of the Parks and Recreation Advisory Board is to assist the City Council in the following areas:

A. The Parks and Recreation Advisory Board shall advise the Mayor, the City Council and City staff or officials administering parks, regarding the general operation and development of all parks and recreational facilities and programs of Lakewood. The Parks and Recreation Advisory Board shall advise and make recommendations regarding: the development of park and/or recreation facilities, programs, long range park planning, needs assessment, program evaluation, acquisition, construction, development, concessions or privileges in parks and/or playgrounds, sports fields, recreation grounds, and/or other municipally owned recreational facilities, including community buildings, and improvements to the same. The Parks and Recreation Advisory Board shall also work with neighborhood groups and ad-hoc committees to formulate recommendations to the City Council.

B. The Parks and Recreation Advisory Board shall recommend rules and regulations for the government, management, operation, supervision, and control of City parks and recreational facilities and programs.

C. The Parks and Recreation Advisory Board shall advise the City Council in connection with parks and recreation issues as may be referred to the Parks and Recreation Advisory Board by the City Council which may include, but is not limited to, the following:

1. Facilitate cooperation and coordination with City staff, citizens' groups and other entities, agencies and organizations on parks and recreation issues;
2. Recommend to the City Council strategies to enhance awareness of, and interest in, Parks and Recreation facilities and programs of the City, which may be in cooperation with any appropriate private, civic or public agency of the City, county, state or of the federal government;

3. Recommend ways and means of obtaining private, local, county, state or federal funds for the promotion of parks and recreation programs and projects within the City;
4. Advise the City Council on acquisition of parks and recreation facilities and properties; and
5. Represent the community and the City of Lakewood as requested by the City Council to address parks and recreation related issues.

2021 Work Plan:

1.	Fort Steilacoom Park Boundary Line Adjustment
2.	Parks Capital Improvement Plan (CIP) Update
3.	Diversity, Equity & Inclusion in Parks and Recreation
4.	Outdoor Adventure Programming
5.	25 th Anniversary, Special Events & Recreation Program Update
6.	Park Code Updates (as needed)

Date	Topic(s)
January 26	Elect Chair /Vice-Chair, Review 2021 Work Plan; 25th Anniversary and Special Event Updates, Seeley Lake Master Plan Update
February 23	Outdoor Adventure Programming, Harry Todd Park Update
March 23	Diversity, Equity & Inclusion, Chambers Creek Canyon Trail Update, Prepare for Parks Appreciation Day, Prepare for Joint Council Meeting
April 27	Joint City Council and Parks and Recreation Advisory Board Meeting
May 25	Fort Steilacoom Park Turf Field Update, Springbrook Park Update
June 22	Wards Lake Park Update
July 27	Public Art Policy and Programs
September 28	Edgewater Park Improvements
October 26	South Sound Wildlife Area Update
November 23	Year End Review, 2022 Budget Update

Special Events:

Date	Event
January 14	Virtual Martin Luther King, Jr. Celebration
February	Virtual 25 th Celebration Event / Art Show
April 24	Parks Appreciation Day
June – Sept	Farmers Market – Thursday's at Fort Steilacoom Park
May – October	Monthly Night Markets at Colonial Plaza
June – August	Drive In Movies – Fridays at Fort Steilacoom Park
July – August	Summer Nights at the Pavilion – Thursdays at Fort Steilacoom Park
July 10-12	SummerFEST
August or September	25th Celebration at Colonial Plaza
October	Truck and Tractor Day
December	Tree Lighting and Holiday Parade

Public Safety Advisory Committee (PSAC) 2021 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Chair Ken Witkoe
James Hairston
Mark Peila
Alan Hart

Vice Chair Mark Terry
Ray Dotson
Tod Wolf

Council Liaison:

Councilmember Mike Brandstetter

City Staff Support:

Police Chief Michael Zaro
Administrative Assistant Joanna LaVergne

Meeting Schedule:

1st Wednesday of every other month, 5:15 p.m., Lakewood Police Station

Overview: The role of the Public Safety Advisory Committee is to provide citizen input and advice to the City Council in developing and monitoring public safety policies. The Committee will report to the Council and will also assist the Council in assessing that department resources allow for compliance with City and department policies.

2021 Work Plan:

1.	Recruitment
2.	Road Structure and Roundabouts Education Efforts and Updates
3.	Fireworks Ordinance Education Efforts
4.	Railroad Station/Clover Creek Crossing Updates
5.	City Lighting Plan Update with Public Works

Date	Topic(s)
February 3	Fireworks Ordinance Education Efforts
April 7	Public Works Presentation - City Lighting Update
June 2	Road Structure and Roundabouts Education Efforts and Updates
August 4	Railroad Station/Clover Park Crossing Updates
October 6	Election and Work Plan for 2021
December 1	Work Plan and Joint Meeting Prep

Special Events:

Date	Event
August 9	Joint City Council and Public Safety Advisory Committee Meeting
July 10-12	SummerFest
November	Fallen Officer Food Drive

Lakewood Youth Council

2020 - 2021 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Abigail White	Denisha Shipps	Micah Kim
Adrianna Bahn	Estaban Panagelinan	Phoenix Schumacher
Anderson Han	Gloria Arauja Ruiz	Sarah James
Angel Lee	Hank Jones	Sarah Wilton
Angela Jimenez	Josaphine Kaiser	Stephanie Sandoval Salazar
Arianie Esperon	Kathleen Julca	Triccie Elizaga
Brandon Elliott	Kayala Purdie	Yajaira Gonzalez
Carly Sherman	Kera Buckmaster	

Council Liaison:

Councilmember Paul Bocchi

City Staff Support:

Cameron Fairfield, Recreation Coordinator

Meeting Schedule:

First Monday of Each Month at 4:00pm / Present to Council at 7:00pm
2nd meeting of the month as needed

Overview: The role of the Youth Council is to convey to the Lakewood City Council issues having city-wide impact to youth. Members are responsible for a monthly report to City Council and may participate on a variety of city committees, study groups and task forces.

2020 / 2021 Work Plan:

2020	
Date	Topic(s)
9/14/20 (2 nd Monday)	First Meeting / Introductions / Purpose of the Board / Meeting Expectations Choose Advisory Board Youth Council Representatives
10/5/20	Board Member Reports School Reports First Report to Council Make-A-Difference Day Planning
10/24/20 Saturday (Cancelled)	Make-A-Difference Day Fort Steilacoom Park
10/16/20 Friday	MLK Virtual Event Recording "Injustice anywhere is a threat to justice everywhere."
10/26/20 Monday	MLK Virtual Event Recording "Injustice anywhere is a threat to justice everywhere."
11/2/20	Sally Martinez Art Project Presentation Board Member Reports School Reports Report to Council
11/23/20	Joint Meeting with Lakewood Council 7:00pm
12/7/20	Board Member Reports School Reports Report to Council
12/12/20	Christmas Tree Lighting and Holiday Parade Handout Holiday Goodie Bags (Lakewood Towne Center)

2021	
Date	Topic(s)
1/11/21 (2 nd Monday)	Special Event Summary Discuss the Feasibility of the 2021 Youth Summit Board Member Reports School Reports Report to Council
2/1/21	Park Board Presentation – Parks Capital Projects – Mary Dodsworth Ron Banner, Clover Park School District Superintendent Presentation Board Member Reports School Reports Report to Council
3/1/21	Lakewood's Promise Board – Mental Health Discussion AWC Scholarship Applications Due Board Member Reports School Reports Report to Council
4/4/21	Senior and Youth Conversations, Elizabeth Scheid Senior Activity Center Board Member Reports School Reports Report to Council
5/3/21	Youth Citizen's Academy – Lakewood PD, Mike Zaro Board Member Reports School Reports Report to Council
6/7/21	End of the year wrap up/celebration Joint Meeting with City Council – End Of The Year Discussion Board Member Reports School Reports Final Report to Council

Additional Topics of Interest:
<ul style="list-style-type: none"> - Mental Health/Suicide Prevention - Income Disparities - Black Lives Matter/Social Injustices - Virtual Learning - Environmentalism - Police Accountability - Youth Summit (annual conference) - Importance of Education

Potential Partnerships and Presentations
<ul style="list-style-type: none"> - Lakewood's CHOICE - New City of Lakewood Equity, Diversity and Inclusion Manager Update - Grant Twyman, Equity, Diversity, Inclusion Specialist: Clover Park School District - Brian Humphreys, Human Services Coordinator: City of Lakewood

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 19, 2021	TITLE: City / Pierce College ILA to enhance baseball field	TYPE OF ACTION: — ORDINANCE NO.
REVIEW: January 4, 2021	ATTACHMENTS: Interlocal Agreement	— RESOLUTION NO.
		<u>X</u> MOTION NO. 2021-05
		— OTHER

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

RECOMMENDATION: Authorize City Manager to execute an Interlocal Agreement (ILA) with Pierce College to enhance a sports field at Fort Steilacoom Park (FSP).

DISCUSSION: The City of Lakewood intends to replace four dirt infields with synthetic turf material at Fort Steilacoom Park (FSP). Pierce College (PC) approached the City asking to partner and invest in this project. PC would like to not only replace one of the infields with synthetic material, but create a “home field” for Pierce College Raiders baseball games. Each agency is currently anticipating investing \$1.6 million towards the improvements.

City Council reviewed a draft ILA at their January 4, 2021 meeting. Changes based on Council comments were added to the ILA document. This is the first of two anticipated ILA’s. The next ILA will address the details of the City’s ownership of improvements and Pierce College’s rights to use, along with other details of the City and College’s access, maintenance, operations, facility replacement and use of the updated fields going forward.

Project timing: Design to begin upon ILA approval. Grant award anticipated in April, 2021 with contracts secured in July, 2021. Construction to begin in Sept, 2021. Grant deadline is June, 2023.

Additional information regarding this project and field use:

Spectator Seating: Seating for 250 – 300 (anticipate 8-10 rows of ADA accessible aluminum bleachers on each side) DISCUSSION CONTINUED PAGE 2

ALTERNATIVE(S): Council could approve the amended ILA or amend or deny the amended ILA.

FISCAL IMPACT: \$1.6 million, approved in the parks capital improvement program.

<u>Mary Dodsworth</u> Prepared by	<u>John F. Campbell</u> City Manager Review
<u>Mary Dodsworth</u> Department Director	

DISCUSSION (CONTINUED):

Raider Baseball Season: weekly practice starts in January through May on Mon-Fridays from 1-4 p.m. & Saturdays from 9 a.m. – 1 p.m. Games start late February through May. Most games are on Saturdays and Sundays with a few midweek. Most games are double headers so field use for home games would be from 9:00 a.m. – 6 p.m. Competition schedule is typically 48 games or 24 dates (due to double headers) and 11-12 of those dates would be hosted at our new home facility.

Pierce College's sport field history at Fort Steilacoom Park (FSP):

- Men's soccer team used FSP from the mid-70's through approximately 2004.
- Woman's softball team used FSP from 1980-1985
- Men's baseball team used FSP in the late '70's, and again in the late '90's

The Raiders Baseball Team is the 2012 Northwest Athletic Conference (NWAC) Champions and the West Division Champions in 2011, 2012, 2013, 2014.

**DRAFT INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE STATE OF WASHINGTON,
THROUGH PIERCE COLLEGE**

THIS INTERLOCAL AGREEMENT, dated this ____ day of _____, 2021, is entered into by and between the City of Lakewood, a Municipal Corporation of the State of Washington, hereinafter referred to as “City,” and Pierce College, a public community college of the State of Washington, hereinafter referred to as “College,” pursuant to the authority granted by the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW.

WITNESSETH:

WHEREAS, the City and College, hereinafter referred to collectively as “Parties,” work to improve the community in general and the City of Lakewood specifically; and

WHEREAS, the Parties have each identified a need within the City to expand current sport fields at Fort Steilacoom Park; and

WHEREAS, the sport field improvements would address the existing need for a home baseball field for Pierce College as well as supporting a variety of City managed leagues and tournaments, both public and private; and

WHEREAS, expansion of the sport fields will enhance the activities available at the park and encourage use of the parks to their full extent while preserving the integrity of the property and the park experience of others; and

WHEREAS, the parties have mutual interest in improvements to the sport fields; and

WHEREAS, the City has received funding to add synthetic turf to the infields and is ready to move forward with the planning, design and implementation of the improvements; and

WHEREAS, the College is able to provide additional financial support to provide synthetic turf and a variety of other improvements to enhance one of the fields to meet the specific needs of a Northwest Athletic Conference (NWAC) college team; and

WHEREAS, it is financially efficient and will reduce impact to the site and park visitors to do all the improvements at the same time; and

WHEREAS, the parties have worked together pursuant to an interlocal agreement that details the obligations and responsibilities of the parties appropriate to the knowledge of the parties and stage of the project at that time,

WHEREAS, the parties will benefit from a clear statement of the contributions and responsibilities from the Parties in order to accomplish the project enumerated herein; and

NOW, THEREFORE, in exchange for the mutual promises enumerated herein, the Parties enter into the following Interlocal agreement.

- I. **PROJECT DESCRIPTION:** This agreement provides approval from both Parties to enhance and redevelop four ball fields in Fort Steilacoom Park, a 350+ acre site located in Lakewood, Washington, hereinafter referred to as the “Project”. The project will include adding synthetic infield turf to four of the baseball fields as well as adding new or enhanced dugouts, batting cages, press box, scoreboard, storage areas, backstop, spectator seating, portable mound, fencing, safety elements and utilities to one field (field #3), creating a home field for Pierce College baseball.
- II. **PURPOSE:** The purpose of this Agreement is to identify and document the current intentions, obligations and responsibilities related to the Project. The Parties intend to address any items not identified in this agreement related to the Project cooperatively.
- III. **RESPONSIBILITIES:** The parties commit to ensuring construction of the ballfields through performance of certain tasks and contribution of funding as follows:
- A. The City shall perform the following tasks:
- a. Routine maintenance and operation as owner of Fort Steilacoom Park;
 - b. Responsibilities as fiscal agent for the project;
 - c. ~~Provide~~ Coordinate all permits necessary to update the facilities;
 - d. Manage and make all final decisions during the construction period; and
 - e. Own the facility and be responsible for management, maintenance and operations of all improved areas.
- B. The College shall perform the following tasks:
- a. Provide details, documentation and timely payments relating to all costs associated with the home field improvements; to include all additional labor, materials, overhead, ~~and equipment~~, over runs and proportionate costs for planning, permitting and project management.
 - b. Provide inspections and decisions during construction period.
 - c. Support future maintenance of improved areas.
- C. The responsible party for each component part shall pay for and execute any and all necessary tasks and agreements to accomplish that component part.
- D. In addition to costs incidental to completing the above tasks, the Parties agree to the following financial contributions:

Fort Steilacoom Park Sport fields project	Revenues and expenditures not to exceed
Funding Sources	
City of Lakewood *	\$ 1,600,000
Pierce College	\$ 1,600,000

Total Project Revenues	\$ 3,200,000
* includes approved parks CIP and anticipates 2021 YAF grant for \$350,000	

E. Ongoing Agreement to be Executed at Project Conclusion

On or before ~~Upon~~ completion of the Project, the Parties will execute an Agreement addressing the details of the City's ownership of improvements and Pierce College's rights to use, along with other details of the access, maintenance, operations, facility replacement and use of the updated fields going forward.

IV. **CITY SPECIFICALLY RESERVES THE FOLLOWING AUTHORITY:**

- a. Naming rights to the completed Project and/or any part of the Project will be in accordance with City of Lakewood ordinances and policies.
- b. Ensuring both parties comply with all state purchasing and public bidding laws.
- c. All project management or fiscal decisions during the construction period.

V. **AMENDMENTS.** This Agreement reflects the agreement of the parties based on the project and their respective resources as currently known and understood. This agreement may only be amended by written agreement between the City of Lakewood and Pierce College. This Agreement shall constitute the entire agreement between the Parties, unless the Parties otherwise agree in writing, signed by both Parties.

VI. **SEVERABILITY.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.

VII. **LIMITATION OF LIABILITY.** Each party to this Agreement will be responsible solely for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

VIII. **GOVERNING LAW AND THIRD PARTY RIGHTS.** This Memorandum shall be governed by the laws of the State of Washington and there shall be no third party beneficiaries to this Memorandum.

IX. **SURVIVAL AND NON-WAIVER.** The provisions of this Section shall survive the expiration or termination of this Memorandum with respect to any event occurring prior to such expiration or termination. The failure of either party to insist upon strict performance of any provision of this Memorandum shall not constitute a waiver of any right to insist upon such performance at a later time.

X. **TERM AND TERMINATION.** This Memorandum shall terminate on _____, 2030, unless terminated sooner as provided herein. Either party may terminate this Memorandum without cause upon the giving of thirty (30) days written notice of the intent to terminate. Any financial obligations created by either party in advance of the termination will be the full responsibility of the associated party. This Memorandum must be extended for additional periods by written agreement of the parties.

XI. **TERMINATION FOR NON-ALLOCATION OF FUNDS.** If the legislature does not allocate funds to the City or to ~~for~~ Pierce College or severely reduces City or ~~Pierce College~~ funding, both Parties ~~Pierce College~~ may, by thirty (30) days written notice, beginning on the third day after the postmark, terminate or suspend this Agreement, in whole or in part. If this Agreement is so terminated or suspended, Pierce College shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of the termination or the period before and after the suspension. Additionally, Pierce College must provide proof of the lack of appropriations as well as not appropriate funds for the same or similar Services within the term of this Agreement. Furthermore, all amounts due and payable by Pierce College prior to the fiscal year for which funds were not appropriated are to remain in full effect.

XII. **EFFECTIVE DATE.** This Memorandum shall be effective on the last date entered below.

IN WITNESS WHEREOF, the parties hereto executed with their signatures this agreement on the date first above set forth.

CITY OF LAKEWOOD

PIERCE COLLEGE

John J. Caulfield, City Manager

Dated: _____

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 19, 2021	TITLE: Authorize an Inter-local Agreement with Lakewood Water District for construction of a water main along Gravelly Lake Drive and Washington Boulevard in conjunction with the JBLM-North Access Improvement project, Phase I.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2021-06 — OTHER
REVIEW:	ATTACHMENTS: Inter-local Agreement between The City of Lakewood and Lakewood Water District regarding the construction of a water main along Washington Blvd. and Gravelly Lake Dr.	

SUBMITTED BY: Paul A. Bucich, Public Works Engineering Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute an Interlocal Agreement with Lakewood Water District for construction of a water main along Gravelly Lake Dr. and Washington Blvd. in conjunction with the JBLM North Access Improvement Project, Phase I.

DISCUSSION: The City of Lakewood is currently planning and designing improvements to Gravelly Lake Drive and Washington Blvd., titled JBLM-North Access Improvement project, Phase I.

All existing underground utilities have been contacted prior to construction to ensure that no evident maintenance should be needed in the foreseeable future that would destroy the paved surfaces following completion of the project. Lakewood Water District has responded that the district will need to replace its' existing water mains along Gravelly Lake Dr. and Washington Blvd. in an effort to avoid future maintenance beneath the new improvements. The City and the District have been working cooperatively to coordinate the design and construction of both projects together. The attached inter-local agreement would replace the water main as part of the roadway project at the water district's expense. An inter-local agreement requires Council action in order to execute the agreement.

ALTERNATIVE(S): Council could reject the inter-local agreement and direct the district to replace the line as a separate project. It is anticipated that rejecting the inter-local agreement would delay the JBLM-North Access Improvement Project, Phase I and cause an increase to the project budget.

FISCAL IMPACT: There is no fiscal impact to the City. Lakewood Water District will reimburse the City for all costs associated with this agreement. The agreement reflects the estimated costs for construction administration of \$6,024 and an estimated \$2,100,000 of construction contract cost. Total agreement cost is \$2,100,000, if actual cost exceeds this amount, it will be covered by the District.

Troy Pokswinski, P.E.
Prepared by

Paul A. Bucich, P.E.
PWE Department Director



City Manager Review

**AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE LAKEWOOD WATER DISTRICT
REGARDING THE CONSTRUCTION OF ROADWAY IMPROVEMENTS
AND WATER MAINS ALONG
GRAVELLY LAKE DRIVE SW FROM THE SOUTH END OF NYANZA ROAD SW TO
WASHINGTON BOULEVARD SW AND WASHINGTON BOULEVARD SW FROM
INTERLAAKEN DRIVE SW TO GRAVELLY LAKE DRIVE SW**

THIS AGREEMENT is entered into by and between the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (the "City") and the LAKEWOOD WATER DISTRICT, a special purpose district of the State of Washington (the "Water District").

WHEREAS, the parties to this agreement, pursuant to RCW Chapter 39.34, are authorized to enter into an interlocal agreement for the purposes of cooperatively and efficiently providing utility services to the citizens they serve; and,

WHEREAS, the purpose for this agreement is to allow coordination between the parties during the construction of roadway improvements and water mains facilities within the public rights-of-way along Gravelly Lake Drive SW from the south end of Nyanza Road SW to Washington Boulevard SW and along Washington Boulevard SW from Interlaaken Drive SW to Gravelly Lake Drive SW (hereinafter, "the Project"); and,

WHEREAS, the Project is located within the boundaries of both the City and the Water District; and,

WHEREAS, the Project is served by an aging water main systems; and,

WHEREAS, the City and the Water District have entered into a franchise agreement granting to the Water District the right to construct, maintain, operate, replace, and repair water systems in, across, over, along, under, through, and below the public rights-of-way of the City; and,

WHEREAS, the City and the Water District recognize the need for improved utility infrastructure; and,

WHEREAS, the City has budgeted \$9.5 million in funds to design and construct the roadway improvements (all these improvements are collectively referred to as (the "Roadway Improvements"); and,

WHEREAS, the Water District has budgeted over \$2.1 million from its capital improvement fund to upgrade undersized water mains within the corridor subject to the Roadway Improvements (the "Water Main Improvements"); and,

WHEREAS, the City is the lead agency for the design and construction of the Roadway Improvements; and,

WHEREAS, the City and the Water District recognize that it is in the best interest of the public to coordinate the design and construction of the Roadway Improvements and Water Main Improvements when the coordination will minimize costs, conflicts among the utility systems, and public inconvenience during construction; and

WHEREAS, it is deemed in the best interest of the public, the City, and the Water District to incorporate the Water Main Improvements into the City's construction plans and contract for the Roadway Improvements if the incorporation will increase efficiency and decrease costs (collectively, the combined Water Main Improvements and Roadway Improvements are the "Project"); and

WHEREAS, the City and the Water District both recognize the complexity and challenges associated with implementing the Project and pledge to work cooperatively together to assure a mutual successful implementation;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the City and the Water District as follows:

SECTION 1. PURPOSES

The purposes of this Agreement are to: (1) document the agreement reached between the City and the Water District regarding the design and construction of the Project, and (2) establish the roles and responsibilities of the City and the Water District relating to the design, construction, oversight, and administration of the Project.

SECTION 2. IDENTIFICATION OF GOALS

The goals entering into this Agreement are to: (1) facilitate the design and construction of the Project; (2) produce a project that meets the applicable standards and approval of both the City and the Water District; (3) achieve maximum cost savings for the benefit of the public served by both the City and the Water District and the Water District's ratepayers; (4) minimize inconvenience to the traveling public during construction of the Project; (5) perform appropriate levels of construction administration and construction quality assurance and quality control; (6) create a Project schedule maximizing coordination among the City, the Water District, and the Project's contractor(s); (7) provide the Water District with planning input during all aspects of Project; (8) create a Project sequencing schedule to insure continuity of water service and fire flow to all areas of affected community throughout the duration of the Project.

SECTION 3. THE CITY'S RESPONSIBILITY

- A. The City shall designate a construction lead administrator to administer the cooperative undertaking of the Project.
- B. The City shall lead development of design and bid documents for the Roadway Improvements.

- C. The City shall pay for all portions of the Project not related to the Water Main Improvements.
- D. The City shall complete all necessary environmental documentation for the Project and shall serve as the lead agency in ensuring that the Project complies with all applicable requirements of the National Environmental Policy Act (NEPA).
- E. In coordination with the Water District, the City shall secure all necessary rights-of-way and easements required for the construction of the Project.
- F. The City shall be the lead in development of the contract provisions and plans for the Project including: (1) inclusion of plans and specifications; (2) advertisement and posting for bids; (3) instructions to bidders, including an instruction that bidders show the cost of contract items allocated to the Water Main Improvements segregated from the cost of contract items for which the City is funding; (4) bid form, bid schedules, and bidder information and signature form; (5) establishment of the naming and scope of each of the various bid schedules; (6) deposit or bid bond form; (7) non-collusion affidavit form; (8) subcontractor list; (9) bidder's construction experience form; (10) contract agreement; (11) contract bond (performance and payment); and (12) state wage rates.
- G. The City shall be the lead in the bidding process for the Project.
- H. Prior to advertising the Project, the City shall provide to the Water District the draft contract provisions prepared by the City. The City shall not advertise the Project until the Water District has responded to the draft contract provisions as described in Section 4.D of this Agreement.
- I. No more than three (3) business days after identifying the lowest responsible and responsive bidder for the Project, the City shall submit that bidder's bid proposal to the Water District for review and response as described in Section 4.D of this Agreement.
- J. The City shall not award the Project construction contract to that bidder before the Water District has responded to the bidder's proposal as described in Section 4.D of this Agreement.
- K. Prior to commencement of any work on the Project, the City shall organize a preconstruction conference and shall provide the Water District with no less than five (5) business days' prior notice of the scheduled preconstruction conference.
- L. The City shall be the lead on the construction administration for the Project including: (1) constructability analysis (independent consultant review of construction staging, utility conflicts, utility staging, etc.); (2) submittal management, except for work associated with the Water Main Improvements which management shall be administered by the Water District; (3) inspection services, except for work associated with the Water Main Improvements which inspections shall be conducted by the Water District; (4) setting agendas for, facilitating, and preparing meeting minutes from weekly construction meetings; (5) setting agendas for, facilitating, and preparing meeting minutes from monthly management meetings; (6) construction contract scheduling; (7) reviewing of contractor payment requests; (8) document reviews; and (9) record drawings.
- M. The City shall provide the Water District with record drawings in electronic format. Both AutoCad 2018 and .pdf files will be transferred showing as constructed details.
- N. The City shall bill the Water District for costs related to the Water Main Improvements in accordance with the payment provisions set forth in this Agreement.
- O. The City shall promptly notify the Water District of the completion of the Water Main Improvements.

- P. The City shall promptly notify the Water District of any issues related to the Project that the City believes are inconsistent with the design or construction documents of the Project, or with this Agreement. The City shall work cooperatively with the Water District to resolve any such issues to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

SECTION 4. WATER DISTRICT RESPONSIBILITY

- A. The Water District shall be responsible for providing design plans and specifications for the Water Main Improvements.
- B. The Water District shall pay for all portions of the Water Main Improvements as described in Section 5 of this Agreement.
- C. Prior to the advertising of the Project, the Water District shall review the draft contract provisions prepared and provided to the Water District by the City for any required modifications. Within five (5) business days after receiving the draft contract provisions, the Water District shall issue written notification to the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions. If the Water District notifies the City of any issues with the draft contract provisions, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, the Water District has not notified the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions, the draft contract provisions shall be considered accepted by the Water District.
- D. After receiving a copy of the lowest responsible and responsive bidder's bid proposal from the City, the Water District shall, within five (5) business days issue written notification to the City of any issues with the proposal or of acceptance of the proposal. If the Water District notifies the City of any issues with the proposal, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, the Water District has not notified the City of any issues with the proposal or of acceptance of the proposal, the proposal shall be considered accepted by the Water District.
- E. The Water District shall provide a representative for construction administration of the Project to: (1) review and, if acceptable, approve submittals, requests-for-information, and other documents about the Water Main Improvements and return them to the lead construction administrator within three (3) business days; (2) be present at weekly construction and monthly management meetings; (3) review contractor payment requests for work associated with the Water Main Improvements; (4) coordinate with the contractor(s) and the City to determine temporary water service needs including materials necessary for and location of temporary water mains and services, maintenance of temporary water mains and services, and timetable(s) for construction and dismantling of temporary water mains and services; (5) coordinate with the City and contractor(s) when old water mains are to be abandoned and installed portions of new mains shall be brought

into service; (6) verify pre-determined project and sequencing schedules are followed by the contractor(s); and (7) assist in determining need and direction of potential changes in project and sequencing schedules if a change in conditions arises. If any disputes arise regarding the Water District's role in construction administration of the Project, the Parties shall work cooperatively to resolve any such disputes to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

- F. The Water District shall inspect all work associated with the Water Main Improvements. All costs for such inspection shall be borne by the Water District. All contact between the Water District's inspectors and the City's contractor shall be through the City's on-site representative who shall be identified by the City at the Project preconstruction conference.
- G. The Water District shall provide to the City copies of all daily inspection reports for work involving the Water Main Improvements on a weekly or other agreed-upon interval.
- H. The Water District shall, within twenty (20) business days after the City's notification of completion of the Water Main Improvements, issue written notification to the City of any deficiencies or of acceptance of the work. The City's contractor shall correct any deficiencies as soon as reasonably practicable. If, after the twenty (20) day period, notification has not been received by the City, the Water Main Improvements shall be considered complete and accepted by the Water District.
- I. The Water District shall promptly notify the City of any issues related to the Project that the Water District believes are inconsistent with the design or construction documents of the Project, or with this Agreement. The Water District shall work cooperatively with the City to resolve any such issues to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

SECTION 5. COSTS AND PAYMENTS

- A. The Water District agrees to set aside funds for payment to the City for all costs associated with the Water Main Improvements, as described in Section 5.B of this Agreement.
- B. The Water District shall pay the City for the following costs:
 - (1) 100 percent of the final cost of all contract items related to the Water Main Improvements, as shown in the bid proposal of the successful bidder. The parties to this agreement will work cooperatively in preparation of the bid request and bid documents so that bids will separately identify and allocate costs so that the financial obligations of the parties may be determined with a high degree of certainty;
 - (2) The Water District's proportionate share of the unallocated Project costs, such as mobilization and demobilization, as shown in the bid proposal of the successful bidder. The Water District's proportionate share shall be determined by the following formula: (Costs allocated to Water Main Improvements in the bid proposal of the successful bidder) divided by (Costs allocated to the Project in the bid proposal of the successful bidder). The amount to be determined at a future date by execution of an addendum to this agreement;
 - (3) The Water District shall pay the City on a time and materials basis for the contract administration costs incurred by the City for the Water Main Improvements. A cost

estimate is included as Exhibit A for the benefit of the Water District on what they can expect to pay the City for these services.

- (4) 100 percent of the cost of any extra work associated with the Water Main Improvements within the amount allowed under Section 6.C and any costs for extra work that have been approved in accordance with Section 6.D of this Agreement, so long as such extra work has been approved the Water District consistent with Section 6.B of this Agreement.
- C. The City shall provide the Water District with properly executed invoices and other appropriate documents segregating and identifying the contractor's payments, equipment, materials, and labor expended on the Water Main Improvements, plus the Water District's proportionate share of the unallocated Project costs, plus the Water District's proportionate of the City's actual costs incurred in support of the Water Main Improvements, plus the cost of any extra work associated with the Main Improvements.
- D. Approved invoices describing costs consistent with Section 5.B above and meeting the description in Section 5.C above shall be paid by the Water District within forty-five (45) days of receipt by the Water District. Notice of any potential dispute regarding payment on an invoice shall be made in writing within the same time period. Payment by the Water District shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. If the Parties are unable to cooperatively resolve the dispute, they shall engage in the dispute resolution procedures identified in this Agreement. Interest, at the simple interest rate of 2% per year, shall be charged on all past due payments until paid except for any portion of the past due payment for which it is determined that the Water District is not responsible.

SECTION 6. CHANGES AND CONTRACTOR CLAIMS

- A. There may be unforeseen conditions requiring immediate resolution during the construction phase of this Agreement such as construction disputes and claims, changed conditions, and changes in the construction work. Reimbursement for increased construction engineering and/or construction contract amounts shall be limited to costs covered by a modification, change order, or extra work order approved as described below.
- B. No change shall be permitted to the approved construction, scheduling, or sequencing plans for the Water Main Improvements unless approved by the Water District.
- C. Should it be determined that any change from the Project contract plans and specifications is required that would result in an increased cost to the Water District of \$2,500 or less, the City shall provide the Water District with no less than 24-hours' notice of the proposed change. If the Water District approves the change or does not respond before the expiration period of the notice period, the City is authorized to make the change. If the Water District notifies the City that the Water District disapproves the change within the notice period, the City shall have no authority to make the change.
- D. Any change in the Project that would result in an increased cost to the Water District in excess of \$2,500 and any change disapproved by the Water District under Section 6.C above shall not be authorized unless and until a binding Letter of Agreement describing the changed scope of work and the estimated change in the Water Main Improvements cost has been signed by both the City's Public Works Director or his/her designee and the Water District's General Manager or his/her designee. The Water District and the City

will work diligently together in securing the execution of said binding Letter of Agreement so as not to hold up the City's contractor from carrying out the work.

- E. Each Party, in the event of a claim by the construction contractor, shall be responsible for its share of the claim filed by the contractor arising out of that Party's proportionate responsibility for the claim.
- F. If the City's contractor submits a claim that impacts the amount to be paid by the Water District, the City will provide a copy of the claim to the Water District along with information and data relevant to it. The Water District shall consider the claim and provide a response to the City. If the Water District rejects the claim in whole or in part, and the contractor does not accept the Water District's position, then the claim will be resolved pursuant to the dispute resolution process of the City-contractor contract. At the Water District's option, the Water District may appear in that process in the City's name, and shall be fully responsible for preparation and presentation of the defense to the claim, and shall bear all expenses and attorney's fees incurred in doing so. If the dispute resolution process results in a determination that the contractor's claim is valid, then the Water District shall pay the City for the amount of the claim.

SECTION 7. TERM OF THE AGREEMENT

This Agreement, unless terminated sooner as provided for in Section 20, shall be in full force and effect commencing on the date of execution of this Agreement and terminating when the Water Main Improvements have been accepted by the Water District and the Water District has paid the City in full, unless terminated sooner as provided in this Agreement. Termination of this Agreement shall have no effect on the obligations of either Party to maintain the improvements.

SECTION 8. INDEMNIFICATION AND DEFENSE

- A. The City shall defend, indemnify, and hold harmless the Water District, its officers, elected officials, employees, and agents from any and all costs, claims, judgments, or awards of damages of any nature whatsoever resulting from acts or omissions of the City, its officers, elected officials, employees, or agents associated with this Agreement.
- B. The Water District shall defend, indemnify, and hold harmless the City, its officers, elected officials, employees, and agents from any and all costs, claims, judgments, or awards of damages of any nature whatsoever resulting from acts or omissions of the Water District, its officers, elected officials, employees, or agents associated with this Agreement.
- C. In the event of the concurrent negligence of the City and the Water District, each shall be liable for its own percentage of fault. The entities' responsibility to indemnify each other includes the obligation to defend the other and to pay any judgment or award and all chargeable costs and reasonable attorney's fees.
- D. Each party shall individually assume all risk and liability for the specifications, materials requirements, identified work methods and engineering requirements related to his project for which each party is solely responsible for providing.

SECTION 9. NO THIRD-PARTY BENEFICIARY

The City, by this Agreement, does not assume any contractual obligations to anyone other than the Water District. The Water District, by this Agreement, does not assume any contractual obligations to anyone other than the City. There is no third-party beneficiary to this Agreement.

SECTION 10. INSURANCE COVERAGE

- A. The City and the Water District shall each maintain at all times during the course of this Agreement a general liability insurance policy with a policy limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- B. The City shall require the contractor(s) performing services on the Project to procure and maintain for the duration of the Project's construction contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work associated with this Agreement, with both the City and the Water District named as an additional insured. Coverage shall be at least as broad as the following:
- C. The City shall require each contractor to provide a certificate of insurance, with the additional insured endorsement outlining the required coverage. The City shall provide a copy of the certificate of insurance to the Water District.

The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, neither the City nor the Water District shall be deemed or construed to have assessed the risks that may be applicable to the contractor under this Agreement. The contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.

Insurance coverage shall be at least as broad as stated below and with limits no less than:

- A. *General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 Ed. 11-88 covering COMMERCIAL GENERAL LIABILITY. \$1 million combined single limit per occurrence, and for those policies with aggregate limits, a \$2 million aggregate limit.*
- B. *Automobile Liability. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 Ed. 12/90 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. \$1 million combined single limit per accident.*

C. *Workers' Compensation; Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.*

D. *Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.*

E. *Builder's Risk/Installation Floater: The contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by the City and the Water District, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of the City and the Water District, Contractor and subcontractors of all tiers with the City and the Water District listed as loss payees.*

In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Agreement and acceptance of the Project by the City and the Water District, the contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Agreement.

Explosion & Collapse, Underground Damage (XCU) Endorsement. \$1,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. Evidence of Insurance must specifically state coverage is included.

Any deductibles or self-insured retention's must be declared to, and approved by, the City and the Water District. The deductible and/or self-insured retention of the policies shall not limit or apply to the contractor's liability to the City and the Water District and shall be the sole responsibility of the contractor.

The insurance policies required in this Agreement are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies except Workers Compensation:

a. The City and the Water District, its officers, officials, employees, agents and consultants are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the contractor in connection with this Agreement.

- b. The contractor's insurance coverage shall be primary insurance as respects the City and the Water District, their officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the City or the Water District, their officers, officials, employees, agents and consultants shall not contribute with the contractor's insurance or benefit the contractor in any way.*
- c. The contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.*
- d. A Per Project Aggregate shall apply to the General Liability policy.*

Unless otherwise approved by the City and the Water District:

- 1. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.*
- 2. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+; VII.*

If at any time the foregoing required policies shall fail to meet the above minimum requirements, the contractor shall, upon notice to that effect from the City and the Water District, promptly obtain a new policy, and shall submit the same to the City and the Water District, with the appropriate certificates and endorsements, for approval.

The contractor shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors, as evidence of compliance with the insurance requirements of this contractor shall be subject to all of the requirements stated herein.

SECTION 11. DISPUTE RESOLUTION

- A. In the event that a dispute arises which the Parties do not cooperatively resolve, the parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either Party, and shall be conducted prior to the institution of any lawsuit arising under this Agreement. The Parties agree to share the cost of mediation equally.
- B. This Agreement has been made pursuant to, and shall be construed according to, the laws of the State of Washington. In the event that mediation is unsuccessful and either Party finds it necessary to institute proceedings to enforce any provision of this Agreement, such proceedings shall be submitted to arbitration before a mutually-acceptable arbitrator from Judicial Arbitration and Mediation Services, Inc. (JAMS) or Judicial Dispute Resolution LLC (JDR). If the Parties are unable to mutually agree on an arbitrator, one shall be appointed by the Presiding Judge of Pierce County Superior Court.

SECTION 12. NON-DISCRIMINATION

The City and the Water District certify that they are Equal Opportunity Employers.

SECTION 13. ASSIGNMENT

Neither the City nor the Water District shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 14. NOTICE

Except where otherwise indicated in this Agreement, any formal notice or communication to be given by the City to the Water District under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

LAKEWOOD WATER DISTRICT
11900 Gravelly Lake Drive SW
P.O. Box 99729
Lakewood, WA 98499-0729

Attn: Randall M. Black, General Manager

Except where otherwise indicated in this Agreement, any formal notice or communication to be given by the Water District to the City under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

CITY OF LAKEWOOD
6000 Main Street SW
Lakewood, WA 98499-5027

Attn: Paul A. Bucich, Public Works Engineering Director

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the City or the Water District giving written notice thereof to the other as herein provided.

SECTION 15. PROJECT RECORDS

During the progress of the Project and for a period not less than six (6) years from the Water District's final payment to the City, all records and accounting pertaining to the Project shall be kept available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to the Project shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting

documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the six-year retention period.

SECTION 16. CITY AND WATER DISTRICT AS INDEPENDENT CONTRACTORS

The City is, and shall at all times be deemed to be, an independent contractor. The Water District is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and the Water District or their agents or employees. The City and the Water District shall each independently retain all authority for the rendition of services, standards of performance, control of personnel, and other matters incidental to the performance of services by the City and the Water District pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the City a Water District employee or any employee of the Water District a City employee for any purpose, including, but not limited to, the withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded the City or the Water District employees by virtue of their employment.

SECTION 17. WAIVER

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 18. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties and may not be modified or amended except as provided herein. Any prior understandings, whether written or oral, are expressly excluded. No executed agreements previously executed by one or both of the Parties are effected by this Agreement.

SECTION 19. AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both Parties.

SECTION 20. TERMINATION

- A. The City has the right to terminate this Agreement by providing written notice to the Water District if the City determines not to undertake the Project or to discontinue the Project, in which case the City shall be responsible for costs incurred by the Water District associated with the Utility Improvements prior to the City's notice of termination, and the Water District shall only be responsible for costs reasonably incurred by the City that are directly attributable to the Water Main Improvements prior to the City's notice of termination.
- B. The Water District has the right to terminate this Agreement by providing written notice to the City prior to the award of the construction contract, in which case the Water District shall be responsible for all costs reasonably incurred by the City in executing the necessary contract changes to delete the Water Main Improvements from the Project.
- C. After award of the construction contract by the City, the Water District may terminate this Agreement only upon 30 days' prior written notice to the City. In that event, the Water District shall be responsible for all costs reasonably incurred by the City through the date 30 days from the date of the Water District's notice to the City, and all bona fide costs reasonably claimed by the contractor in deleting the Water Main Improvements from the Project.

SECTION 21. FILING

Both Parties shall file copies of this Agreement, together with the motions of the Lakewood Council and Water District Board approving and ratifying this Agreement with the Lakewood City Clerk and the Water District General Manager after execution of the Agreement.

SECTION 22. SEVERABILITY

If any provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHERE OF, the Parties have caused this Agreement to be executed on this _____ day of _____, 2019.

CITY OF LAKEWOOD

John J. Caulfield, City Manager

LAKWOOD WATER DISTRICT

 12/18/2020

Randall M. Black, General Manager

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Wachter, City Attorney

Curtis Chambers, District Attorney


Exhibit A

**Estimated Construction Administration Costs
for
Lakewood Water District Water Main Replacement
in
JBLM-North Phase I**

Construction Administration

Staff	Hourly Rate	Time (hrs)	Total
Administrative	\$48.00	4	\$192.00
Inspector	\$58.00	4	\$232.00
Project Engineer	\$70.00	80	\$5,600.00

Total	\$6,024.00
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	<p>LAKEWOOD'S PROMISE ADVISORY BOARD Thursday, November 5, 2020 Zoom Virtual Meeting Lakewood, WA 98499 7:30 am – 8:30 am</p>
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CALL TO ORDER

Ellie Wilson called the meeting to order at 7:32 am.

ATTENDANCE

Promise Advisory Members Present: Ellie Wilson, Dr. Joyce Loveday, Andie Gernon, Dr. Wanda Elder, Beverly Howe, Mary Dodsworth, Leanna Christian, Dr. Michele Johnson

City Council Liaison: Mary Moss

Staff Present: Brian Humphreys

Youth Council Liaisons: Sarah James, Hank Jones, Brandon Elliott

PUBLIC COMMENT

NONE

MEETING MINUTES

October 1st meeting minutes unanimously approved.

NEW BUSINESS

The three new Youth Council liaisons introduced themselves and gave an update about the Youth Council so far.

Ellie Wilson acknowledged that Mary Dodsworth received the Health Hero award from Community Health Care.

Members discussed the October 26th joint meeting with the City Council. The discussion largely focused on the issues of workforce development and youth mental health, and overall it seemed to go well. The Youth Council representatives talked about their thoughts on the issue of youth mental health. They would like to see more community engagement around this issue. Specific issues related to youth mental health include: stress, pressure, local family struggles, national social justice issues, feeling burned out and fatigued, and the fact that students also experience the political divisions similar to the rest of the country. They recommend a facilitated conversation with the broader Youth Council in 2021 to talk about youth mental health and systemic racism.

Members decided the 2020 work plan is relevant for 2021, so the human services coordinator will update the document.

BOARD MEMBER UPDATES

Andie Gernon recommends adding an emphasis about systemic racism and cataloguing who else is having this conversation in Lakewood.

Leanna Christian shared about possible opportunities for Lakewood's Promise to increase its capacity for communications about issues related to the work plan. Michele Johnson recommended partnering with the local community and technical colleges to have students serve as interns on this type of project.

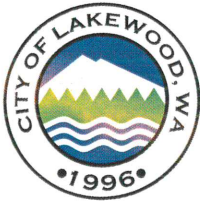
ADJOURN

Ellie Wilson adjourned the meeting at 8:30 am.

Ellie Wilson (digitally signed) *December 3, 2020*

Ellie Wilson, Chair

Date



**PLANNING COMMISSION
REGULAR MEETING MINUTES
December 2, 2020
Zoom Meeting
6000 Main Street SW
Lakewood, WA 98499**

Call to Order

Mr. Don Daniels, Chair called the ZOOM meeting to order at 6:30 p.m.

Roll Call

Planning Commission Members Present: Don Daniels, Chair; Connie Coleman-Lacadie, Paul Wagemann, James Guerrero, and Nancy Hudson-Echols

Planning Commission Members Excused: Ryan Pearson

Commission Members Absent: None

Staff Present: Tiffany Speir, Long Range & Strategic Planning Manager; and Karen Devereaux, Administrative Assistant

Council Liaison: Councilmember Mr. Paul Bocchi (not present)

Approval of Minutes

The minutes of the meeting held on November 18, 2020 were approved as written by voice vote M/S/C Wagemann/Guerrero. The motion passed unanimously, 5 - 0.

Agenda Updates

None

Public Comments

This meeting was held virtually to comply with Governor Inslee's Emergency Proclamations 20-28 and its addendums. Citizens were encouraged to virtually attend and to provide written comments prior to the meeting. No public comments were received.

Unfinished Business

Proposed Lakewood Station District Subarea (LSDS) Plan and Hybrid Form-Based Code

The public hearing on this topic was held virtually on November 18 and the Planning Commission kept the hearing open to receive additional written comments until noon of December 2, 2020. Additional comments received after the November 18 public hearing up to November 25 were distributed for review and consideration. Ms. Tiffany Speir reviewed a table of issues raised and the City's responses. An updated draft of the LSDS Plan and Hybrid Form-Based Code reflecting those potential changes were presented.

Mr. Don Daniels, Chair, closed the written public comments portion of the public hearing. Written comments received from November 25 up to noon of December 2 would be addressed at the January 20, 2021 meeting.

The Commission agreed by consensus on the schedule for next steps re LSDS Plan and Code:
January 20, 2021: Planning Commission Discussion
February 3, 2021: Planning Commission Action on LSDS Package Recommendation

Public Hearings

None

New Business

None

Report from Council Liaison

None

Reports from Commission Members and Staff

Ms. Tiffany Speir informed the group a new planning commission member might be appointed by City Council on December 7, 2020.

Future Agenda Topics

January 6, 2021: Election of Chair and Vice-Chair, Review of 2021 Work Plan

January 11, 2021: City Council review of Planning Commission Work Plan

January 20, 2021: Review responses to public comments and updated drafts of the Lakewood Station District Subarea Plan and Hybrid Form-Based Code.

February 3, 2021: Action on Lakewood Station District Subarea Plan and Hybrid Form-Based Code.

Other

None

Next Regular Meeting: The next regular meeting would be held on January 6, 2021. (The December 16, 2020 was canceled).

Meeting Adjourned at 7:05 p.m.


Don Daniels, Chair
Planning Commission 01/06/2021
Karen Devereaux, Recording Secretary
Planning Commission 01/06/2021

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 19, 2021	TITLE: An Ordinance relating to the issuance of surface water revenue bonds to provide funds to finance the utility's share of transportation and other capital projects.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 748 RESOLUTION NO. MOTION OTHER
REVIEW: January 11, 2021	ATTACHMENTS: <ul style="list-style-type: none"> Proposed Bond Ordinance 	

SUBMITTED BY: Tho Kraus, Assistant City Manager/Chief Financial Officer

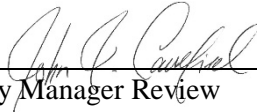
RECOMMENDATION: It is recommended that the City Council adopt this Bond Ordinance which provides for the issuance, sale and delivery of not to exceed \$4,100,000 aggregate principal amount of surface water revenue bonds to provide funds to finance the utility's share of transportation and other capital projects; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

DISCUSSION: The 2021/2022 adopted biennial budget includes surface water management funding in support of transportation construction projects that contain a storm drainage element. The total storm drainage element of these projects total \$4,575,000 of which \$4,000,000 is to be funded by revenue bond proceeds and the remaining \$575,000 is funded by SWM pay-as-you go.

Storm Drainage Element of Transportation Capital Projects	2021	2022
302.0135 Streets: JBLM – North Access Improvement Project	\$1,500,000	\$3,000,000
302.0137 Streets: Steilacoom Blvd/88 th (Weller to Custer Road)	75,000	-
Total	\$1,575,000	\$3,000,000
Biennial Total	\$4,575,000	

ALTERNATIVE(S): The City Council could deny approval which would impact the City's ability to move forward with the JBLM – North Access Improvement Project.

FISCAL IMPACT: The annual debt service is to be paid by the Surface Water Management Fund. Estimated debt service payments are included in the 2021/2022 adopted budget and may need to be adjusted to reflect actual debt service payments once the bonds are issued.

Tho Kraus Department Director	 City Manager Review
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CITY OF LAKEWOOD, WASHINGTON

ORDINANCE NO. 748

AN ORDINANCE of the City of Lakewood, Washington, providing for the issuance, sale and delivery of not to exceed \$4,100,000 aggregate principal amount of surface water revenue bonds to provide funds to finance the utility's share of transportation and other capital projects; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed January 19, 2021

This document prepared by:

*Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

TABLE OF CONTENTS*

	<u>Page</u>
Section 1. Definitions.....	1
Section 2. Findings and Determinations	7
Section 3. Authorization of Bonds.....	7
Section 4. Description of Bonds; Appointment of Designated Representative	8
Section 5. Bond Registrar; Registration and Transfer of Bonds.....	8
Section 6. Form and Execution of Bonds	10
Section 7. Payment of Bonds	10
Section 8. Funds and Accounts; Deposit of Proceeds.....	10
Section 9. Redemption Provisions and Purchase of Bonds	11
Section 10. Failure To Pay Bonds.....	12
Section 11. Pledge of Net Revenue and Lien Position	12
Section 12. Bond Account; Payments to Bond Account	12
Section 13. Flow of Funds	14
Section 14. Rate Stabilization Account	15
Section 15. Additional Covenants.....	15
Section 16. Provisions for Future Parity Bonds.....	17
Section 17. Separate Utility Systems	18
Section 18. Contract Resource Obligations	19
Section 19. Tax Covenants	19
Section 20. Refunding or Defeasance of the Bonds	20
Section 21. Defaults and Remedies	21
Section 22. Sale and Delivery of the Bonds	21
Section 23. Official Statement	22
Section 24. Undertaking to Provide Continuing Disclosure.....	23
Section 25. Supplemental and Amendatory Ordinances.....	25
Section 26. General Authorization and Ratification	26
Section 27. Severability	26
Section 28. Effective Date of Ordinance	27

**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF LAKEWOOD, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Lakewood, Washington, providing for the issuance, sale and delivery of not to exceed \$4,100,000 aggregate principal amount of surface water revenue bonds to provide funds to finance the utility's share of transportation and other capital projects; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

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

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*Annual Debt Service*” means for any calendar year for the Parity Bonds (or for any series thereof, as applicable), all the interest, plus all the principal (except principal of Term Bonds), plus all the mandatory redemption and sinking fund installments for that year for Term Bonds, less all bond interest expected to be paid from the proceeds of any such Parity Bonds in that year. Annual Debt Service shall be calculated net of any Tax Credit Subsidy Payment reasonably expected to be received in that calendar year. If the interest rate on any Parity Bond is other than a fixed rate, the rate shall be 90% of the average Bond Buyer revenue bond index or comparable index during the calendar quarter preceding the quarter in which the calculation is made; except that, for purposes of determining actual compliance with the Coverage Requirement in any calendar year, the actual amount of interest paid on any issue of variable interest rate Parity Bonds shall be taken into account. For purposes of calculating the Reserve Requirement and the Coverage Requirement, calculations of Annual Debt Service include all Parity Bonds then outstanding, excluding those maturities that have been redeemed or defeased as of the date of the calculation. If the calculation is performed in connection with the issuance of Future Parity Bonds, the issue date of such Future Parity Bonds may be deemed to be the calculation date.

(b) “*Assessment Bonds*” means the principal portion of any issue of Parity Bonds allocated to the financing of improvements within a ULID. The allocation shall be determined as of the issue date of each series of Parity Bonds (and as of any date on which any Parity Bonds are redeemed, defeased or purchased), and the total amount so allocated shall be equal to the principal amount of ULID Assessments on the final assessment roll for that ULID remaining unpaid as of that date. Assessment Bonds shall be allocated pro rata to each maturity within a series of Parity Bonds. (For example, if the then-outstanding assessments equal 70% of the total principal amount of a series of bonds that financed ULID improvements, then 70% of each maturity of that series shall be deemed Assessment Bonds.) Upon redemption, defeasance or purchase of all or a portion of a series of Parity Bonds that includes an allocation of Assessment Bonds, the amount of Assessment Bonds remaining outstanding shall be reduced on a pro rata basis with bonds that are not deemed Assessment Bonds.

(c) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of a Series for those Series of Bonds sold through a negotiated or competitive sale, and in any denomination designated by the Designated Representative for those Bonds sold by private placement.

(d) “*Average Annual Debt Service*” means, as of its date of calculation, the sum of the Annual Debt Service for the current calendar year (if any payments are remaining to be made in that year) and the calendar years remaining to the last scheduled maturity of the applicable series of Parity Bonds, divided by the number of those years.

(e) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(f) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(g) “*Bond Counsel*” means the firm of Foster Garvey P.C., its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(h) “*Bond Account*” means the account or subaccount known as the Surface Water Bond Account of the City created for the payment of the principal of and interest on the Bonds.

(i) “*Bond Purchase Contract*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser’s bid and the award by the City shall constitute the Bond Purchase Contract for purposes of this ordinance.

(j) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(k) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City for any Series of Bonds sold by negotiated or competitive sale, and means the City’s Finance Director or any successor bond registrar selected for any Series of Bonds sold by private placement.

(l) “*City*” means the City of Lakewood, Washington, a municipal corporation duly organized and existing under the laws of the State.

(m) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(n) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(o) “*Contract Resource Obligation*” means an obligation of the City, designated as a Contract Resource Obligation in accordance with Section 18, to make payments for surface water management or any other commodity or service to another person or entity (including without limitation any Separate Utility System).

(p) “*Coverage Requirement*” means, for any calendar year, an amount of Net Revenue at least equal to 1.25 times the Annual Debt Service in that year on all then-outstanding Parity Bonds that are not Assessment Bonds. If any Assessment Bonds are outstanding, the Coverage Requirement shall also mean, in any calendar year, an amount of ULID Assessments at least equal to 1.0 times the Annual Debt Service in that year on all Parity Bonds that are Assessment Bonds.

(q) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(r) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(s) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(t) “*Finance Director*” means the Assistant City Manager/Chief Financial Officer or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(u) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(v) “*Future Parity Bond Authorizing Ordinance*” means an ordinance of the City authorizing the issuance of Future Parity Bonds.

(w) “*Future Parity Bonds*” means revenue bonds or other obligations of the Surface Water Utility issued or incurred after the Issue Date of the Bonds, the payment of the principal of and interest on which constitutes a lien and charge against the Net Revenue and ULID Assessments equal in rank with the lien and charge securing the payment of the principal of and interest on the Bonds.

(x) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(y) “*Gross Revenue*” means all of the earnings and revenues received by the City from the maintenance and operation of the Surface Water Utility; all earnings from the investment of money in the Bond Account that are deposited in the principal and interest account; connection and capital improvement charges collected for the purpose of defraying the costs of capital facilities of the Surface Water Utility; and withdrawals from the Rate Stabilization Account. Gross Revenue shall not include (1) revenues from City-imposed utility or similar taxes; (2) principal proceeds of Parity Bonds or any other borrowings, or money in a defeasance or escrow fund

created to defease or refund obligations relating to the Surface Water Utility or held in a special account for the purpose of paying a rebate to the United States under the Code; (3) revenue which may not legally be pledged for revenue bond debt service; (4) improvement district assessments (including ULID Assessments); (5) federal or state grants and gifts from any source allocated to capital projects or not available for debt service; (6) payments under bond insurance or any other credit enhancement policy or device; (7) insurance or condemnation proceeds used for the replacement of capital projects or equipment; (8) deposits to the Rate Stabilization Account; or (9) revenue from any Separate Utility System.

(z) “*Independent Utility Consultant*” means an independent consultant experienced with municipal utilities of comparable size and character to the Surface Water Utility and in such areas as are relevant to the purpose for which he or she is being retained. Such a consultant shall be deemed independent if he or she is not an employee or officer of the City.

(aa) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(bb) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated December 11, 2006, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(cc) “*MSRB*” means the Municipal Securities Rulemaking Board.

(dd) “*Maximum Annual Debt Service*” means, as of the date of calculation, the maximum amount of Annual Debt Service that will mature or come due in the current calendar year or any future calendar year.

(ee) “*Net Revenue*” means the Gross Revenue less Operating and Maintenance Expenses.

(ff) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(gg) “*Operating and Maintenance Expenses*” means all reasonable expenses incurred by the City in causing the Surface Water Utility to be operated and maintained in good repair, working order and condition, including payments made pursuant to contract for such service to any other municipal corporation or private entity for surface water management, or other utility service, and including budget charges for the City’s overhead expenses allocated to the Surface Water Utility. The term Operating and Maintenance Expense does not include any depreciation or other non-cash expenses or capital additions or capital replacements to the Surface Water Utility and shall not include any utility taxes collected by the City.

(hh) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(ii) “*Parity Bond Authorizing Ordinance(s)*” means this ordinance and any Future Parity Bond Authorizing Ordinance.

(jj) “*Parity Bonds*” means the Bonds and any Future Parity Bonds.

(kk) “*Principal and Interest Account*” means the account of that name created in the Bond Account for the payment of the principal of and interest on the Parity Bonds.

(ll) “*Project*” means the City’s Surface Water Utility’s share of transportation and other capital projects, as deemed necessary and advisable by the City. Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project.

(mm) “*Project Fund*” means the fund or account of the City for the purpose of carrying out the Project.

(nn) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of any Series of the Bonds.

(oo) “*Rate Stabilization Account*” means the account of that name created within the Surface Water Management Fund pursuant to Section 14.

(pp) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(qq) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(rr) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(ss) “*Reserve Account*” means any account of that name created in the Bond Account for the purpose of securing the payment of the principal of and interest on specific Parity Bonds.

(tt) “*Reserve Requirement*” means that amount, if any, established by (1) the Designated Representative or (2) a Future Parity Bond Authorizing Ordinance for a series of Future Parity Bonds.

(uu) “*Reserve Security*” means any bond insurance, reserve insurance, reserve surety, collateral, security, letter of credit, guaranty, surety bond or similar credit enhancement device providing for or securing the payment of all or part of the principal of and interest on Parity Bonds, issued by an institution which has been assigned a credit rating by a Rating Agency, at the time

that such Reserve Security is obtained by the City, in one of the three highest rating categories without regard to gradations within those categories (i.e., Aaa, Aa or A). Investments purchased with cash deposited into the Reserve Account shall not constitute Reserve Securities.

(vv) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(ww) “*SEC*” means the United States Securities and Exchange Commission.

(xx) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(yy) “*Separate Utility System*” means any water supply or distribution, sewage collection or treatment or other utility service or facilities that may be created, acquired or constructed by the City as provided in Section 17.

(zz) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(aaa) “*State*” means the State of Washington.

(bbb) “*Subordinate Debt*” means any obligations of the Surface Water Utility that are payable from Net Revenue on a basis that is junior and inferior to the lien and charge on the Net Revenue created by this ordinance in respect of the Parity Bonds.

(ccc) “*Surface Water Management Fund*” means that special fund of the City designated as the Surface Water Management Fund, and consisting of such subfunds or accounts as the Finance Director may deem appropriate, to account for the costs, expenses and revenues of the Utility.

(ddd) “*Tax Credit Subsidy Bond*” means any bond that is designated by the City as a tax credit bond, pursuant to the Code, and with respect to which the City expects to receive a Tax Credit Subsidy Payment.

(eee) “*Tax Credit Subsidy Payment*” means the amounts which the City is eligible to request as a tax credit payable by the United States Treasury to the City under the Code, in respect of any bonds issued as Tax Credit Subsidy Bonds.

(fff) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Contract.

(ggg) “*ULID*” means any utility local improvement district now existing or hereafter created for the acquisition or construction of additions, extensions or betterments of any portion of the Surface Water Utility, which additions, extensions or betterments are financed through the issuance of Parity Bonds. As used in this ordinance, the term ULID does not include any utility local improvement district created for the financing of additions, extensions or betterments either by methods other than the issuance of Parity Bonds or as part of a Separate Utility System.

(hhh) “*ULID Assessments*” means the assessments levied in any ULID, including installment payments of any assessment as well as the interest and penalties (if any) thereon, less any prepaid assessments permitted by law to be paid into a construction fund or account.

(iii) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 24 of this ordinance.

(jjj) “*Utility*” or “*Surface Water Utility*” means the surface water utility of the City and all additions thereto and betterments and extensions thereof at any time made, together with any water system, sewer system or garbage and refuse collection and disposal systems hereafter combined with the Utility.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Surface Water Utility.* Pursuant to RCW 35A.80.010, the City now owns, operates and maintains the Surface Water Utility, currently consisting of its existing surface water utility, as it now exists, and including any and all additions, extensions and betterments thereto.

(b) *Outstanding Utility Revenue Debt.* The City currently has no outstanding bonds which are secured by Net Revenue.

(c) *Plan of Additions.* The City specifies, adopts and orders the carrying out of the Projects. The aggregate estimated total cost of the Projects is \$5,000,000. The cost of the Projects, including the cost of issuance of the Bonds, shall be paid from the proceeds of the Bonds and from other money available to the Surface Water Utility.

(d) *Sufficiency of Gross Revenue.* The City Council finds that the Gross Revenue and benefits to be derived from the operation and maintenance of the Surface Water Utility at the rates to be charged for services from the Surface Water Utility will be sufficient to meet all Operating and Maintenance Expenses and to permit the setting aside into the Bond Account out of the Gross Revenue of amounts sufficient to pay the principal of and interest on the Bonds when due. The City Council declares that in fixing the amounts to be paid into the Bond Account under this ordinance it has exercised due regard for Operating and Maintenance Expenses and has not obligated the City to set aside and pay into the Bond Account a greater amount of Gross Revenue of the Surface Water Utility than in its judgment will be available over and above such Operating and Maintenance Expenses.

(e) *The Bonds.* For the purpose of providing the funds necessary to carry out the Project, to fund a reserve account if necessary, and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Contract as approved by the City’s Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable surface water revenue bonds evidencing indebtedness in one or more Series in the aggregate principal amount not to exceed \$4,100,000 to provide funds necessary to carry out the Project, to fund a reserve account if necessary, and to pay the costs of

issuance and sale of the Bonds. The proceeds of the Bonds allocated to paying the cost of the Project shall be deposited as set forth in Section 8 of this ordinance and shall be used to carry out the Project, or a portion of the Project, in such order of time as the City determines is advisable and practicable.

Section 4. Description of Bonds; Appointment of Designated Representative. The City's Finance Director, or the City Manager in her or his absence, is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the following parameters:

- (a) The Bonds may be issued in one or more Series, and the aggregate principal amount of the Bonds shall not exceed \$4,100,000;
- (b) One or more rates of interest may be fixed for the Bonds as long as no rate of interest for any maturity of the Bonds exceeds 5.25%;
- (c) The true interest cost to the City for each Series of Bonds does not exceed 4.50%;
- (d) The aggregate purchase price for each Series of Bonds shall not be less than 95% and not more than 140% of the aggregate stated principal amount of the Bonds, excluding any original issue discount;
- (e) The Bonds may be issued subject to optional and mandatory redemption provisions;
- (f) The Bonds shall be dated as of the date of their delivery, which date and time for the issuance and delivery of the Bonds is not later than December 31, 2022; and
- (g) Each Series shall mature no later than December 31, 2042.

The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as she or he may determine are in the best interests of the City, consistent with this ordinance.

In determining the number of series, the series designations, final principal amounts, date of the Bonds, denominations, interest rates, payment dates, redemption provisions, tax status, and maturity dates for the Bonds, the Designated Representative, in consultation with other City officials and staff and advisors, shall take into account those factors that, in her or his judgment, will result in the lowest true interest cost on the Bonds to their maturity, including, but not limited to current financial market conditions and current interest rates for obligations comparable to the Bonds.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

- (a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar for any Series of Bonds sold by negotiated or competitive sale. The City's Finance Director will be appointed as the initial Bond Registrar for any Series of Bonds sold by private placement. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of Authentication. This Bond is one of the fully registered City of Lakewood, Washington, Surface Water Revenue Bonds, 2021 [or other year of issuance], described in the Bond Ordinance." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Account.* The Bond Account will be created as a special account of the City for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Account as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Account. Until needed for that purpose, the City may invest money in the Bond Account temporarily in any legal investment, and the investment earnings shall be retained in the Bond Account and used for the purposes of that fund.

(b) *Project Fund.* The Project Fund has been or will be created as a fund of the City for the purpose of paying the costs of the Project. Proceeds received from the sale and delivery of the Bonds, after the deposit of any amount necessary to satisfy the Reserve Requirement, shall be deposited into the Project Fund (or any subaccounts within such fund) and used to pay the costs of the Project and costs of issuance of the Bonds. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the Project Fund and used for the purposes of that fund, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from the Project Fund and used for those tax or rebate purposes.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption, or prepayment, at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Contract, consistent with the parameters set forth in Section 4.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Contract, consistent with the parameters set forth in Section 4 and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Contract. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when

notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Account or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Account, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Net Revenue and Lien Position. The Net Revenue and ULID Assessments are pledged irrevocably to the payment of the amounts required to be paid into the Bond Account for the payment of the Parity Bonds. This pledge shall constitute a lien and charge upon such Net Revenue and ULID Assessments prior and superior to any other charges whatsoever and on a parity with any Future Parity Bonds.

Section 12. Bond Account; Payments to Bond Account. The Bond Account is hereby created in the Surface Water Management Fund, and is divided into two accounts: the Principal and Interest Account and the Reserve Account. The Finance Director may create such accounts and subaccounts in the Bond Account as may be convenient for the payment of the Parity Bonds as long as the maintenance of such accounts does not conflict with the rights of the Owners of Parity Bonds.

(a) *Payments into Bond Account.* So long as any Parity Bonds are outstanding, the City shall set aside and pay into the Bond Account all ULID Assessments and, out of the Net Revenue, certain fixed amounts without regard to any fixed proportion, namely:

(1) Into the Principal and Interest Account, on or before each interest payment date, an amount that will be sufficient, together with other money then on deposit therein, to pay the interest on the Parity Bonds then coming due and payable; and

(2) Into the Principal and Interest Account, on or before each principal payment date (including any date on which a mandatory redemption of Term Bonds is required), an amount that will be sufficient, together with other money then on deposit therein, to pay the principal of the Parity Bonds then coming due and payable, including mandatory redemption amounts with respect to Term Bonds; and

(3) Into the Reserve Account or a separate reserve account, an amount necessary to provide for the Reserve Requirement, if any, in the time and manner required under a Future Parity Bond Authorizing Ordinance.

When the total amount in the Bond Account equals the total amount of principal and interest with respect to all outstanding Parity Bonds to the last maturity thereof, no further payment need be made into the Bond Account.

(b) *The Principal and Interest Account.* For so long as any Parity Bonds are outstanding, the City shall maintain the Principal and Interest Account for the payment of the Parity Bonds and shall make deposits therein as set forth in subsection (a). If there is a deficiency in the Principal and Interest Account to make the next upcoming payment of either principal or interest, that deficiency shall be made up from the Reserve Account, if funded, by the withdrawal of amounts necessary for that purpose.

(c) *The Reserve Account; Reserve Requirement.* The City does not expect the Bonds to be secured by the Reserve Account; however, the Designated Representative may determine that the Reserve Account will secure the Bonds and establish a Reserve Requirement for the Bonds. For so long as the Bonds are outstanding, the City shall maintain a balance in the Reserve Account (including the value of all Reserve Securities) equal to the Reserve Requirement, except for withdrawals as authorized in this subsection (c). The Reserve Requirement must be satisfied on the Issue Date of the Bonds and on the issue date of any Future Parity Bonds secured by the Reserve Account by any combination of: (i) a deposit of cash or Parity Bond proceeds; or (ii) the purchase of one or more Reserve Securities in lieu of full funding on the issue date of such Future Parity Bonds. In lieu of full funding on the issue date of such Future Parity Bonds, the City may elect to deposit Net Revenue, ULID Assessments or other legally available money in approximately equal annual installments so that the Reserve Requirement is funded no later than five years after the issue date of such Future Parity Bonds.

On any principal or interest payment date in which there is a deficiency in the Principal and Interest Account, amounts sufficient to make up that deficiency shall be withdrawn from the Reserve Account (or by drawing on a Reserve Security) and transferred to the Principal and Interest Account. If, by reason of such withdrawal, the Reserve Account balance remaining is insufficient to meet the Reserve Requirement, then such deficiency shall then be made up from the next available payments of Net Revenue and ULID Assessments after making necessary provision for the required payments into the Principal and Interest Account.

Except for withdrawals described above, the money in the Reserve Account and its subaccounts otherwise shall be held intact and may be applied against the last outstanding Parity Bonds. However, if at any time the Reserve Account (or any subaccount) is fully funded, money in excess of the Reserve Requirement shall be withdrawn and deposited, first, in any other subaccount having a deficiency in its Reserve Requirement, and second, at the option of the Finance Director, either in the Principal and Interest Account and spent for the purpose of retiring Parity Bonds or in into the Surface Water Management Fund and spent for other lawful system purposes.

(d) *Investment of Money Deposited in Bond Account.* All money in the Bond Account may be kept in cash or invested in Permitted Investments maturing not later than the date when needed (for investments in the Principal and Interest Account) or the last maturity of any outstanding Parity Bonds (for investments in the Reserve Account). Earnings from investments in the Principal and Interest Account shall be deposited in that account. Earnings from any investments in the Reserve Account shall be deposited in that account until the amount therein is equal to the Reserve Requirement, and thereafter shall be deposited in the Principal and Interest Account or used for other Surface Water Utility purposes.

Section 13. Flow of Funds. So long as any Parity Bonds are outstanding, the City covenants that all ULID Assessments (if any) shall be paid into the Bond Account, and the Gross Revenue shall be deposited into the Surface Water Management Fund to be used for the following purposes only in the following order of priority:

- (a) To pay the Operating and Maintenance Expenses;
- (b) To make when due the required payments into the Principal and Interest Account in respect of interest on the Parity Bonds;
- (c) To make when due the required payments into the Principal and Interest Account in respect of principal of (and premium on, if any) the Parity Bonds, whether at maturity or pursuant to mandatory redemption prior to maturity.
- (d) To make all payments required to be made into the Reserve Account as well as any separate reserve accounts that may be established in the Bond Account to secure a particular series of Future Parity Bonds;
- (e) To make when due all payments required to be made under any reimbursement agreement with a bond insurer;
- (f) To make when due the required payments to be made into any revenue bond, note, warrant or other revenue obligation redemption fund, debt service account or reserve account created to pay and secure the payment of any Subordinate Debt; and
- (g) For any of the following purposes without priority, to retire by redemption or to purchase in the open market any outstanding obligations of the Surface Water Utility; to make necessary betterments and replacements of or repairs, additions or extensions to the Surface Water Utility; to make deposits into the Rate Stabilization Account; or for any other lawful purpose.

Section 14. Rate Stabilization Account. The Rate Stabilization Account may be created within the Surface Water Management Fund and may be divided into such subaccounts as the Finance Director may deem appropriate. Deposits and withdrawals as described below may be made up to and including the date 90 days after the end of the calendar year for which the deposit or withdrawal will be used in calculating Gross Revenue.

(a) *Deposits to the Rate Stabilization Account.* The City may at any time, as determined by the Finance Director and consistent with Section 13, deposit therein amounts from Gross Revenue and any other money of the Surface Water Utility that is available to be used for that purpose, excluding ULID Assessments and excluding the principal proceeds of any Future Parity Bonds. No deposit of Gross Revenue may be made into the Rate Stabilization Account to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant calendar year.

(b) *Withdrawals from the Rate Stabilization Account.* The City may withdraw money from the Rate Stabilization Account at any time for inclusion in Gross Revenue for any calendar year of the Surface Water Utility.

(c) *Investment of Money in Rate Stabilization Account.* Earnings from investments in the Rate Stabilization Account shall be retained in that account and shall not be included as Gross Revenue unless and until withdrawn from that account. The City may at any time provide that earnings are to be deposited periodically into the Surface Water Management Fund and are to be included as Gross Revenue in the year of deposit.

Section 15. Additional Covenants. For so long as any of the Bonds are outstanding, the City covenants and agrees as follows:

(a) *Operation and Maintenance.* The City will at all times maintain, preserve and keep the properties of the Surface Water Utility in good repair, working order and condition, will make all necessary and proper additions, betterments, renewals and repairs thereto, and improvements, replacements and extensions thereof, and will at all times operate or cause to be operated the properties of the Surface Water Utility and the business in connection therewith in an efficient manner and at a reasonable cost.

(b) *Establishment and Collection of Rates and Charges.* The City will establish, maintain and collect fair and nondiscriminatory rates and charges for all services and facilities provided by the Surface Water Utility and will adjust those rates and charges from time to time so that:

(1) Gross Revenue will at all times be sufficient to (i) pay all Operating and Maintenance Expenses, (ii) make all payments into the Bond Account when due, and (iii) pay all taxes (or payments in lieu thereof), assessments or other governmental charges lawfully imposed on the Surface Water Utility and any and all other amounts which the City is obligated to pay from the Gross Revenue; and

(2) Net Revenue in each calendar year will be at least equal to the Coverage Requirement.

The failure to comply with this covenant shall not constitute an Event of Default (as described in Section 21) if the City, before the date 90 days after the end of the calendar year, employs an Independent Utility Consultant to recommend changes in the City's rates and imposes rates at least as high as those recommended by such consultant. The calculation of the Coverage Requirement set forth above, and the City's compliance therewith, may be made solely with reference to this ordinance without regard to future changes in generally accepted accounting principles. If the City has changed one or more of the accounting principles used in the preparation of its financial statements, because of a change in generally accepted accounting principles or otherwise, then the failure to comply with this covenant shall not be considered an Event of Default (as described in Section 21) if the Coverage Requirement ratio would have been complied with had the City continued to use those accounting principles employed at the date of the most recent audited financial statements prior to the date of this ordinance.

(c) *No Free Service.* Except as permitted by State law, the City will not furnish or supply or permit the furnishing or supplying of any service or facility in connection with the operation of the Surface Water Utility free of charge to any person, firm or corporation, public or private, other than the City.

(d) *Sale or Disposition of the Surface Water Utility.* The City will not sell or otherwise dispose of the Surface Water Utility in its entirety unless, simultaneously with such sale or other disposition, all then-outstanding Parity Bonds are redeemed or defeased in accordance with this ordinance. The City will not sell, lease, mortgage or in any manner encumber or otherwise dispose of any part of the Surface Water Utility that exceeds 5% of the net utility plant of the Surface Water Utility, unless provision is made for its replacement or for payment into the Bond Account of an amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Bond Account) as the Net Revenue from the portion of the Surface Water Utility to be sold or disposed of bears to the total Net Revenue for the preceding year.

Nothing in the foregoing limits the City's discretion to enter into contracts for the sale of surface water management or to sell or otherwise dispose of any of the works, plant, properties or facilities of the Surface Water Utility (or any real or personal property comprising a part of the same) that is unserviceable, inadequate, obsolete or unfit to be used, or no longer necessary, material to or useful to the operation of the Surface Water Utility without the requirement that the City retire a portion of the Parity Bonds. In no event shall proceeds of any such sale or disposal be treated as Gross Revenue for purposes of this ordinance.

(e) *Books and Accounts.* The City will maintain complete books and records relating to the operation of the Surface Water Utility and its financial affairs, and will cause such books and records to be audited annually, and cause to be prepared an annual financial and operating statement, which shall be provided to any owner of Parity Bonds upon request.

(f) *Insurance.* The City will at all times carry fire and such other forms of insurance on such of the buildings, equipment, facilities and properties of the Surface Water Utility as are ordinarily carried on such buildings, equipment, facilities and properties by utilities engaged in the operation of similar utility systems to the full insurable value thereof, and also will carry adequate public liability insurance at all times. The City may self-insure or participate in a joint

intergovernmental insurance pool or similar plan, and the cost of that insurance or self-insurance shall be considered a part of Operating and Maintenance Expense.

(g) *ULID Assessments.* The City will promptly collect all ULID Assessments and deposit such collections into the Bond Account to pay or secure the principal of and interest on any Parity Bonds without those ULID Assessments being particularly allocated to any particular series of Parity Bonds.

Section 16. Provisions for Future Parity Bonds. The City may issue Future Parity Bonds secured by a lien and charge on the Net Revenues and ULID Assessments on a parity with the Bonds if the conditions in this section are met at the time of issuance of those proposed Future Parity Bonds. Nothing contained herein shall prevent the City from issuing revenue bonds that are a charge upon the Gross Revenue of the City subordinate to the lien and charge for the payment of Parity Bonds or from pledging the payment of utility local improvement district assessments into a bond redemption fund created for the payment of the principal of and interest on Subordinate Debt, as long as such utility local improvement district assessments are levied for improvements constructed from the proceeds of that Subordinate Debt. Neither shall anything contained in this ordinance prevent the City from issuing revenue obligations to refund maturing Parity Bonds for the payment of which money is not otherwise available.

(a) *Secured by Bond Account.* The Future Parity Bond Authorizing Ordinance must provide for the payment of the principal thereof and interest thereon out of the Bond Account and must require that all ULID Assessments imposed in connection with those Future Parity Bonds (if any) will be paid directly into the Bond Account.

(b) *No Bond Account Deficiencies; Reserve Requirement Met.* At the time of issuance of such Future Parity Bonds, there may not be any deficiency in the Principal and Interest Account in the Bond Account, and unless a separate reserve is provided for in accordance Section 12(c), the applicable Future Parity Bond Authorizing Ordinance must provide for the deposit into the Reserve Account (if any) of amounts necessary to fully fund the Reserve Requirement in accordance with Section 12.

(c) *Coverage Requirement Met.* At the time of the issuance of such Future Parity Bonds, the City must have on file, either:

(1) A certificate of the Finance Director showing that, in his or her professional opinion, the annual Net Revenue available for debt service on the Parity Bonds then outstanding and the Future Parity Bonds proposed to be issued will, for each year, be at least equal to the Coverage Requirement. In making such certification, the Finance Director may use the Net Revenue for any 12 consecutive calendar months out of the immediately preceding 24 consecutive months. The following adjustments may be made to the historical net operating revenue:

(A) Any rate change that has taken place or been approved may be reflected;

(B) Revenue may be added from customers actually added to the Surface Water Utility subsequent to the 12-month base period; and

(C) A full year's revenue may be included from any customer being served, but who has not been receiving service for the full period of operation used as a basis for the certificate.

(2) A certificate from an Independent Utility Consultant showing that, in his or her professional opinion, the annual Net Revenue available for debt service on the Parity Bonds then outstanding and the Future Parity Bonds proposed to be issued will, for each year, be at least equal to the Coverage Requirement. In making such certification, the Net Revenue for any 12 consecutive calendar months out of the immediately preceding 24 consecutive months may be used, and the following adjustments may be made to the historical net operating revenue:

(A) Any rate change that has taken place or been approved may be reflected;

(B) Revenue may be added from customers actually added to the Surface Water Utility subsequent to the 12-month base period;

(C) A full year's revenue may be included from any customer being served, but who has not been receiving service for the full period of operation used as a basis for the certificate;

(D) Revenue may be added from customers to be served by the improvements being constructed out of the proceeds of the Future Parity Bonds to be issued; and

(E) Actual or reasonably anticipated changes to the Operating and Maintenance Expenses subsequent to such 12-month period shall be added or deducted, as is applicable.

(d) *No Certificate Required for Certain Issues.* If the sole purpose of the proposed Future Parity Bonds is to refund then-outstanding Parity Bonds (and to pay costs of issuance and to provide for the Reserve Requirement), no coverage certificate is required under subsection (c) if, as result of the issuance of those Future Parity Bonds the Annual Debt Service on the Future Parity Bonds to be issued is not increased by more than \$5,000 over the Annual Debt Service for that year of the bonds being refunded. Furthermore, no coverage certificate is required in connection with the issuance of Future Parity Bonds if the amount of such bonds proposed to be issued does not exceed the ULID Assessments levied in support of such Future Parity Bond issue by more than \$5,000 plus any amount of the proceeds of such Future Parity Bonds deposited in the Reserve Account.

Section 17. Separate Utility Systems. The City may at any time create, acquire, construct, finance, own and operate one or more systems for water supply, sewer service, water, sewage or stormwater transmission, treatment or other commodity or utility service, which systems are separate from and in addition to the Surface Water Utility. The revenue of that Separate Utility System, and any utility local improvement district assessments payable solely with respect to improvements to a Separate Utility System, shall not be included in the Gross Revenue and may be pledged to the payment of revenue obligations issued to purchase, construct, condemn or otherwise acquire or expand the Separate Utility System. Neither the Gross Revenue nor the Net

Revenue may be pledged to the payment of any obligations of a Separate Utility System except that the Net Revenue may be pledged on a basis subordinate to the lien of the Parity Bonds.

Section 18. Contract Resource Obligations. The City may at any time enter into one or more Contract Resource Obligations for the acquisition, from facilities to be constructed or improved by the use of payments under such Contract Resource Obligations, of surface water management or any other commodity or service relating to the Surface Water Utility, as follows:

(a) The City may agree under a contract containing a Contract Resource Obligation that all payments in respect of that Contract Resource Obligation (including payments prior to the time that surface water management services is being provided, or during a suspension or after termination of supply or service) shall be deemed an Operating and Maintenance Expense, so long as the payments required to be made under the Contract Resource Obligation are not subject to acceleration and the following additional requirements are met at the time such obligation is designated as a Contract Resource Obligation:

(1) No event of default has occurred and is continuing under the terms of any debt obligation of the City in respect of the Surface Water Utility; and

(2) The City has obtained a certificate of an Independent Utility Consultant stating that in its professional opinion: (i) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the service rendered; (ii) the source of any new supply, and any facilities to be constructed to provide the supply or transmission, are sound from a supply or planning standpoint, are technically and economically feasible in accordance with prudent utility practice, and are likely to provide service no later than a date set forth in the certification; and (iii) the Net Revenue will be sufficient to meet the Coverage Requirement for each of the five calendar years following the calendar year in which the Contract Resource Obligation is incurred, where the calculation of Net Revenue (A) takes into account the adjustments permitted in connection with a coverage certification given under the conditions for Future Parity Bonds and (B) adjusts the Operating and Maintenance Expenses by the consultant's estimate of the payments to be made in accordance with the Contract Resource Obligation.

(b) Nothing in this section shall prevent the City from entering into agreements for surface water management or other commodity or service relating to the Surface Water Utility from then-existing facilities and from treating those payments as an Operating and Maintenance Expense. Nothing in this section shall prevent the City from entering into other agreements for the acquisition of surface water management or service from facilities to be constructed and from agreeing to make payments with respect thereto, such payments constituting Subordinate Obligations until such time as the facilities are placed in service.

Section 19. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City

also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Bonds as "Qualified Tax-Exempt Obligations."* A Series of the Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

(1) the Series does not constitute "private activity bonds" within the meaning of Section 141 of the Code;

(2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and

(3) the amount of tax-exempt obligations, including the Series, designated by the City as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 20. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or

defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 21. Defaults and Remedies.

(a) *Events of Default.* The following shall constitute “Events of Default” with respect to the Parity Bonds:

(1) If a default is made in the payment of the principal of or interest on any of the Parity Bonds when the same shall become due and payable; or

(2) If the City defaults in the observance and performance of any other of its covenants, conditions and agreements set forth in this ordinance and such default or defaults have continued for a period of six months after the City has received from the registered owners of not less than 25% in outstanding principal amount of Parity Bonds a written notice specifying and demanding the cure of such default. However, if the default in the observance and performance of any other of the covenants, conditions and agreements is one which cannot be completely remedied within the six month period, it shall not be an Event of Default with respect to the Bonds as long as the City has taken active steps within 90 days to remedy the default and is diligently pursuing such remedy; or

(3) If the City files a petition in bankruptcy or is placed in receivership under any State or federal bankruptcy or insolvency law.

(b) *Remedies.* Upon the happening of an Event of Default and during the continuation thereof, suits, actions or other proceedings for the protection and enforcement of the rights of the registered owners of the Parity Bonds, to collect any amounts due and owing to or from the City, or to obtain other appropriate relief, are limited to those provided under State law.

(c) *No Acceleration.* Nothing contained in this section shall, in any event or under any circumstance, be deemed to authorize the acceleration of maturity of principal of the Parity Bonds. The remedy of acceleration is expressly denied to the owners of the Parity Bonds under any circumstances including, without limitation, upon the occurrence and continuance of an Event of Default.

(d) *No Impairment.* No Owner of any Parity Bond shall have any right in any manner whatever by his or her action to affect or impair the obligation of the City to pay from the Net Revenue the principal of and interest on such Parity Bonds to the respective Owners thereof when due.

Section 22. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or private placement or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into

account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Contract for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Contract on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of the Bonds is to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Final Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of each Series of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder's offer to purchase that Series of the Bonds, with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this ordinance, and such award shall constitute the Bond Purchase Contract. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, that Series of the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Contract, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 23. Official Statement.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to her or him, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

Section 24. Undertaking to Provide Continuing Disclosure. If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written undertaking (the “Undertaking”) for the benefit of holders of the Bonds:

(a) *Undertaking to Provide Annual Financial Information and Notice of Listed Events.* The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(1) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);

(2) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (A) principal and interest payment delinquencies; (B) non-payment related defaults, if material; (C) unscheduled draws on debt service reserves reflecting financial difficulties; (D) unscheduled draws on credit enhancements reflecting financial difficulties; (E) substitution of credit or liquidity providers, or their failure to perform; (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (G) modifications to rights of holders of the Bonds, if material; (H) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (I) defeasances; (J) release, substitution, or sale of property securing repayment of the Bonds, if material; (K) rating changes; (L) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (N) appointment of a successor or additional trustee or the change of name of a trustee, if material; (O) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and (P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties. The term “financial obligation” means a (i) debt obligation; (ii) derivative

instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

(3) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

(1) Shall consist of (A) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (B) outstanding debt secured by Net Revenue of the Utility; and (C) debt service coverage ratio for the year;

(2) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City’s fiscal year in which a Series of the Bonds are issued; and

(3) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City’s obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City’s obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute an event of default. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Director or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

(1) Preparing and filing the annual financial information undertaken to be provided;

(2) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;

(3) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

(4) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and

(5) Effecting any necessary amendment of this undertaking.

Section 25. Supplemental and Amendatory Ordinances.

(a) The Council from time to time and at any time may pass an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this ordinance, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the City contained in this ordinance other covenants and agreements thereafter to be observed which shall not adversely affect the interests of the owners of any Parity Bonds or to surrender any right or power reserved to or conferred upon the City.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this ordinance or any ordinance authorizing Future Parity Bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect the interest of the owners of the Parity Bonds. Any such supplemental ordinance of the City may be passed without the consent of the owners of any Parity Bonds at any time outstanding, notwithstanding any of the provisions of Subsection (b)

of this section, if the City obtains an opinion of nationally recognized bond counsel to the effect that such supplemental ordinance will not adversely effect the interests of the owners of Parity Bonds.

(b) With the consent of the owners of not less than 50% in aggregate principal amount of the Parity Bonds at the time outstanding, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) Extend the fixed maturity of any Parity Bonds, or reduce the rate of interest thereon, or extend the times of payment of interest thereon from their due dates, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the owner of each bond so affected; or

(2) Reduce the aforesaid percentage of bondowners required to approve any such supplemental ordinance, without the consent of the owners of all of the Parity Bonds then outstanding.

It shall not be necessary for the consent of bondowners under this Subsection (b) to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

(c) Upon the passage of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this ordinance and of all owners of Parity Bonds outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this ordinance for any and all purposes.

Section 26. General Authorization and Ratification. The Mayor, City Manager, City Clerk, Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 27. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all

other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 28. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Lakewood, Washington, at an open public meeting thereof, this 19th day of January, 2021.

Don Anderson, Mayor

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

CERTIFICATION

I, the undersigned, City Clerk of the City of Lakewood, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on January 19, 2021, as that ordinance appears on the minute book of the City.

2. That said meeting was duly convened and held in all respects in accordance with law (including Proclamation 20-28 made by the Governor of the State of Washington on March 24, 2020, as extended, and acts of the legislative leadership of the State of Washington), and to the extent required by law, due and proper notice of such meeting was given.

3. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is expected to be _____, 2021.

4. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.


Dated: January 19, 2021.

CITY OF LAKEWOOD, WASHINGTON

Briana Schumacher, City Clerk



TO: Mayor and City Councilmembers

THROUGH: John J. Caulfield, City Manager 

FROM: Heidi Wachter, City Attorney

DATE: January 19, 2021

SUBJECT: Guidance on filling a vacancy on the Lakewood City Council

Please find attached our previous guidance on filling the City Council vacancy. As indicated, in 2013 during the previous City Councilmember selection process, the City Council invited 12 candidates to make a presentation to the City Council. To clarify, the 12 candidates were the entire pool of candidates; each was given four minutes to present. There were no set interview questions; the City Council may have asked a follow up question or two but nothing scripted.



TO: Mayor and City Councilmembers

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

FROM: Heidi Wachter, City Attorney and Shannon Kelley-Fong, Senior Policy Analyst

DATE: December 7, 2020

SUBJECT: Guidance on filling a vacancy on the Lakewood City Council

PURPOSE: The purpose of this memorandum is to provide guidance on filling the forthcoming vacancy on the Lakewood City Council.

BACKGROUND: Municipal Research Services Center provides complete guidance on this question: [Filling a Vacancy in City or Town Councils](#). Of note within the article are the following:

1. There is no legally required process; the process is determined by the City Council.
2. Should the City Council fail to fill the vacancy within ninety (90) days, the City Council loses the authority to appoint, and that authority goes to the Pierce County Council.
3. Candidates must, on the day of appointment, meet the same qualifications as would be required in order to be eligible to be elected to the position.
4. While the City Council may consider and discuss qualifications in Executive Session, any interviews must be held in public, pursuant to the Open Public Meetings Act (OPMA).

[RCW 42.12.070](#) details how nonpartisan vacancies shall be filled. Pursuant to RCW 42.12.070(D) persons appointed to fill a vacancy would do so until a person is elected for that position at the next election which a member of the governing body normally would be elected. The elected person immediately assumes office to serve the remainder of the unexpired term.

Previous Lakewood City Councilmember Vacancy Process: In late 2012, in anticipation of then-Councilmember Doug Richardson's resignation from the Lakewood City Council when he was elected to the Pierce County Council, the city of Lakewood ("City") solicited candidates to fill the vacancy.

The City solicited interested Lakewood residents to submit a one-page letter of interest confirming their Lakewood residency, identifying why they are interested, and summarizing their qualifications. Candidates could also attach a resume to this letter. Applicants were asked to submit their documents to the City Clerk's Office by early January 2013. The Lakewood City Council refined the selection process during the [January 14, 2013 study session](#). The Lakewood City Council invited 12 candidates to make a presentation before the City Council's [January 28, 2013 Study Session](#). The Lakewood City Council selected a candidate to fill the vacancy during the [February 4, 2013 Regular meeting](#).

The Lakewood City Council may employ this process, use this process with modification or develop an entirely new process. As stated above, there is no legally required process; the process is determined by the Council.

Timeline in terms of legal requirements:

1. **December 31, 2020:** Councilmember John Simpson's resignation becomes effective, resulting in a vacancy on the Lakewood City Council (position #5).
2. **January 1 – March 31, 2021:** The ninety (90) days period during which the City retains the authority to appoint a candidate to fill the vacancy.
3. **November 2, 2021:** Is the date scheduled for the next General Election at which time Lakewood City Council position #5 is up for election. Election results are certified no later than 30 days after the General Election.
4. **Upon Certification of the General Election 2021:** The person elected to Lakewood City Council position #5 immediately assumes office to serve the remainder of the unexpired term.

Proposal for Council to appoint a candidate to fill the vacancy within the legal timeline:

December 2020: Solicit candidates to fill the vacancy, which may include posting in accordance with public notice, social media and contact with community groups.

January 11, 2021: Refine its selection process during this study session or at another study session in early 2021.

February 8, 2021: Candidates make presentations to the council during this study session or at another study session in early 2021.

This leaves three regular meetings, one in February and two in March, to appoint the successful candidate. Should the City Council wish, the above schedule could shift to solicit interest in January, with consideration at subsequent study sessions in February followed by appointment in March, however this extends the time during which the City Council works with six rather than seven members. It should be noted that City Council work extends beyond legislative duties and coverage for any extra duties performed by Position #5 should be considered.



TO: Mayor and City Councilmembers

FROM: Briana Schumacher, City Clerk

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

DATE: January 19, 2021

SUBJECT: Applications for appointment to Lakewood City Council Position 5

1. Ames, Charles
2. Belle, Patti
3. Billingsley, J. Alan
4. Brown, Jeff
5. Davis, Kim
6. Espinoza, Maia
7. Estrada, Robert
8. Ginn, Kimi
9. Howarth, David
10. Johnson Covington, Ria
11. Kuehl Pederson, Sue
12. Larsen, Linn
13. Othman, Aminah
14. Wheeler, Julian
15. Witkoe, Ken
16. Zikler, Ryan

January 2, 2020

Mr. Mayor, Deputy Mayor, esteemed Councilmembers,

PAST -

I have advocated for Lakewood residents even when I personally had nothing to gain.

Only person to speak on behalf of residents for Rental Housing Safety.

Only person to hold the Lakewood Police accountable, yet support them at the Fallen Four Canned Food Drive for several years. I can be your one-year face of reform.

One foot in the future; handed out masks four years ago as Chair of the Public Safety Advisory Committee, inquired about slow speed Amtrak tests of a now retired Councilmember and water testing, negated by this same member. Later both were found to be unsatisfactory.

PRESENT -

Have attended every Advisory Board and every Neighborhood Association meeting in the past. I am aware one councilmember expresses concern about diversity of the Council. No councilmember has *ever* been selected from the Springbrook neighborhood. This could be cleaned up in a single year.

Have worked with Representative Denny Heck and State Senator Steve Conway.

I will also best represent former Councilmember John Simpson as the voters determined; as a veteran and columnist.

VISION -

- + Mil-to-vet local transitional resources
 - + Workshop and implement homeless outreach stand-downs
 - + Author weekly podcast/video historical reports
 - + Implement safety measures at traffic hotspots
 - + Shadow City departments, create and bolster City volunteer options
 - + Incentivize recreational attractions, go from fireworks to drone light shows
 - + Create Small Business Nursery Zone
 - + Enable Neighborhood Associations of all six districts and facilitate networking among them.
- Solidify back-and-forth dialogue, petitions with residents. Create target task force for troublesome apartment residences. Deny slumlord owners of having multiple properties.

On council, I can accomplish this in a single year. I am retired and will devote myself to seeing Lakewood lead. But I realize no man is an island. Let's make Lakewood a world-class leader.

Charles Ames
Lakewood, Wa
(253)304-4415

Charles Ames

Address: 12615 47th Avenue #11
Lakewood, WA 98499
Mobile: (253) 304-4415
Home: (253) 274-0758
E-mail: kinsmed@yahoo.com

Work -

Washington National Guard 253-512-8000 7 years
Public Affairs Office, Headquarters Camp Murray, Tacoma, WA
Photojournalist - arrange photo shoots and interviews, escort media, marketing, development and support of command PowerPoint presentations, project newsletter editor for WA. Military Academy.

Assets - * Springbrook Pacific Neighborhood Association President, City of Lakewood

- * Public Safety Advisory Cmte, City of Lakewood, 2-term Chair
- * President, Harrison Preparatory School Parent Teacher Organization
- * Lakewood Arts Task Force, inaugural member and first donor
- * Current member of Lakewood Sisters Cities Assoc., Sign Code, many others
- * Past Commandant, Marine Corps League, Detachment #504, Pierce County
- * VFW, Post 2329; Public Relations Ofcr., lifetime member
- * The Suburban Times freelancer, monthly vet column editor
- * Pierce College alum; President's List, Phi Theta Kappa
- * 2yr Communications Technology certificate, Bates, student president
- * State incorporated theatre/video production company;
"Kindred Spirits Multimedia Productions, Inc."; "the Tokens improv!"

Note; - held Public Records Training Act certificate

PATTI BELLE

360.908.2829 • PBELLEDESIGN@GMAIL.COM • 6319 HILLCREST DR SW, LAKEWOOD

Dear Councilmembers,

Please consider this my letter of interest to be appointed to join you on the Lakewood City Council. I'm a proud resident of our great City. My husband and I looked all over the region 2 years ago, before choosing Lakewood to be our forever home. We are delighted to be raising our young daughter here and enjoying our City together, as a family. As both a resident and a public servant I keenly understand the impacts our city council has on the lives of our residents, businesses and other organizations – not only in our city but as a regional leader the decisions we make matter.

I am currently working in the office of Kent Mayor Dana Ralph as a manager on the City communications team and have been with the City for 13 years. During my time in Kent, I've had the unique privilege to work with our Mayor and City Council as we move Kent forward. It has been part of my job to help tell Kent's story to both our 130,000 residents as the 6th largest City in the state and the entire region. I would bring this unique skill set to Lakewood, so as we make critical decisions we also remind the region that Lakewood is a vibrant, up and coming community that should be a destination for future residents and businesses. I will also ensure our residents are informed that their City Council is fighting for them. As a Lakewood Arts Commissioner, I've had the opportunity to see many of you at work, doing everything you can to make Lakewood an even better place to live and work – I want to be a part of that work while continuing my community involvement.

I also have the benefit of deeply understanding how local government works. I know how to navigate to get things done and I have realistic expectations. Because of my work experience I know how important it is for councilmembers to do their homework, come prepared and how to ask the right questions to ensure we have all the information we need to make informed decisions. Engaged councilmembers are successful councilmembers and I plan to continue to be an active participant in community events and volunteer opportunities.

As a councilmember, I will focus on continuing to expand our economic base to not only increase local government revenue but create more local jobs. I will work to ensure our parks and human services programming stays healthy and supported to ensure that our most vulnerable residents, including seniors, don't fall through the cracks. Lastly, I will continue your tradition of proactively communicating to residents what the City is doing to continue to uphold your reputation of being transparent and accessible.

I'm applying to be appointed because simply put: I love Lakewood. I have dedicated my career to public service and this is an amazing opportunity to continue that service working for the residents of our great City and being a part of a great team. These unprecedented times have renewed a sense of urgency for me to positively impact my community, and I am confident that I am up to the task. I believe my skill set is unique and unparalleled and I could add value to your team and our local government. I deeply respect public service and the work you all have done during your time on the council.

As a Lakewood City Councilmember, I will do my part to partner with others, and deliver results for the people that rely on our services and programs, and legislate in a way that considers what's best for all of our residents. Thank you for your continued service and your consideration of my candidacy.

Very Respectfully Yours,



Patti Belle

PATTI BELLE

CREATIVE MANAGER COMMUNICATIONS ART DIRECTOR DESIGNER

CONTACT

360.908.2829
pbelledesign@gmail.com

EDUCATION

Pacific Lutheran University, Bachelor of Fine Arts

Continuing Education:

University of Washington Tacoma – PMBOK Fundamentals
Highline Community College, Clover Park Technical College

QUALIFICATIONS

Branding Campaigns
Print – Offset and Digital
Video Segments
Logos/Identities
Websites
Marketing Collateral
Direct Mail
Annual Reports
Newspaper, Magazines, Catalogs
Social Media
Project Management
Budgeting
Management/Leadership

TECH SKILLS

Adobe Creative Cloud
Office Suite
JD Edwards
Avanti
Content Management Systems
Facebook, Twitter, Instagram, Snapchat, LinkedIn
HTML and Flash Basics
Press: Offset and Web

CLIENT LIST

PALM SPRINGS ART MUSEUM, PALM SPRINGS, CA
SENSORIUM EVENT PRODUCTIONS, PALM SPRINGS, CA
BLUE ORIGIN, KENT, WA
WEDGWOOD DRAMA SCHOOL, SEATTLE, WA
SEATTLE UNIVERSITY LAW SCHOOL, SEATTLE, WA
KENT MERIDIAN FOOTBALL BOOSTERS, KENT, WA
ALEXANDRIA SANITATION AUTHORITY, ALEXANDRIA, VA
YWCA RAGS GUILD, TACOMA, WA
HABITAT FOR HUMANITY, TACOMA, WA

MULTIMEDIA MANAGER, OFFICE OF THE MAYOR, CITY OF KENT

Manage all aspects of the Communications team, including but not limited to events, community engagement and outreach, graphics, video, social media and full-service press/print shop. Development and management of \$2.3 million biennial budget.

Creative direction, development and implementation of the City's brand and style guides through art direction, photo styling, design and project management.

Continued education of current, on-trend strategies through new communication methods and technologies; ensuring actualization of new tools to exceed the City's communication goals.

Train coordinators in the development and execution of annual schedule of operational projects; including creation of work plans, archival, job tracking, and budgets. Establish deadlines and workflow criteria for customers and Multimedia team.

Assess team skills through one-on-one meetings to identify training, improvement and educational opportunities for team members, additionally identifying gaps in talent in order to build an effective team.

Provide consistent leadership that fosters integrity, transparency, innovative solutions with creative and effective outcomes.

Establish information through art direction that provides a clear and concise format that is easily understandable to various audiences.

Engaged at an executive level with internal and external contract law to negotiate the City's Cable Franchise.

Negotiate and procure equipment, maintenance and outsourcing of vendors and agreements.

Working knowledge of Municipal government policies and procedures, with the ability to communicate clearly to broad audience.

ART DIRECTION COORDINATOR, CITY OF KENT

Develop and implement strategic creative solutions that adhere to the City's communication plan while complimenting clients' marketing, project and business objectives through art direction, graphic design, video and social media.

Responsible for effectively creating and managing all components of design, image, interactive, copy, production, printing and any freelance or vendors needed to ensure creative product exceeds final customer expectations.

Cultivate and maintain relationships with vendors and clients.

Lead team in project reviews, brainstorming sessions and exercises to foster creativity.

Excellent communication skills paired with strong design sensibilities. A creative, level-headed team builder who is detail oriented and highly organized.

SENIOR MARKETING DESIGNER, THE NEWS TRIBUNE

Extensive experience in strategic and new business development, advertising and branding. Responsibilities included concept and execution of design and branding projects while working directly with the client, project leader or Senior Management.

Supported \$80 million in annual sales revenue through the design and production of the company's annual media kit, rate portfolio and various sales pieces.

Created standards and strategies to protect graphic assets and brand while exercising quality control on logo and usage.

Conceived and designed branding campaigns for printed material, outdoor, video and online.

Art direct/mentored junior designers.

CITY OF LAKEWOOD ARTS COMMISSION – MEMBER

NATOA AND WATOA – MEMBER

(National/Washington Association of Telecommunications Officers and Advisors)

PUGET SOUND ACCESS – BOARD MEMBER

DIVERSITY WORKSHOP FACILITATOR AND TRAINER, THE MCCLATCHY COMPANY

Lakewood City Clerk
6000 Main ST SW
Lakewood WA 98499



Re: Open Council Position

Lakewood City Council:

I would like to express my interest in filling the vacant position on our City Council.

My family and I have lived here in Lakewood dating back to 1935 and we now have the 5th generation in Clover Park School system (my grandkids).

Our family is deeply rooted and dedicated to our city. We run 3 small businesses here in Lakewood. Paktek Inc, Carrs Restaurant and the Moon Rise Café. We have raised and educated all our kids here in Lakewood including a number of Foster and Foster adopted kids over the years. My family is very racially diverse and our outlook reflects the rich diversity that is Lakewood. My wife is retiring from teaching here in Lakewood in June and I feel this is a perfect time for me to get more involved in local service.

I am a graduate of University of Washington BA and their Executive School of Business. I have over 40 years business experience including 15 years as GM for Air Gemini Inc. Tacoma Narrows Airport's only scheduled airline, flight school and the administer of Tacoma Narrows Airport for many years.

I have been involved in our community in both civil and volunteer positions over the years including:

- 16 years on the Parks and Recreation board (still serving).
- Clover Park Rotary member and past president.
- Larry Saunders Service Award 2019
- Past member of YMCA Board
- Past Youth Director Little Church on the Prairie.
- 18 Years Scoutmaster Troop 53.
- Lakewood/ Steilacoom Young Life volunteer.
- Volunteer Clover Park Schools.
- Coordinator Lakewood community group to preserve the South Sound Wildlife area.

In as much as I have run my own businesses from the day of my first degree in 1978 I do not submit a resume but this letter of my interest and qualifications.

Our current council members all know me and my ability to work and play well with others. I have the time as I am self employed. I have the talent of years of schooling and experience. I have the passion for service and I am eager to apply all three to the vacant council position.

In Service of our Community;



J. Alan Billingsley
CEO Paktek Inc.
7307 82nd ST CT SW
Lakewood WA 98498

alanb@toolpak.com

Cell 253-229-6118

Office 253-584-4914



**Paktek Inc. 7307 82nd ST CT SW Lakewood WA 98498
(253) 584-4914 FAX (253) 589-1091 (800) 258-8458**



Jeff Brown was born in Brewster, Washington has resided in Lakewood since 1985. He graduated from Richland High School. He attended Washington State University to earn his Bachelor of Science in Architectural Studies, and a Bachelor of Architecture degree respectively in 1976 and 1977. He has practiced architecture for 43 years starting in Kennewick, WA (2 years), Longview, WA (5 years) and in the Tacoma/Lakewood area (7 years). He is the founder of the local firm BCRA and is the current sole proprietor of Jeff Brown Architecture.

Mr. Brown has been an active part of the community and leadership through many organizations.

COMMUNITY LEADERSHIP

- Past Member of Narrows Rotary Club, Treasurer (4 years)
- Tacoma Pierce County Economic Development Board (6 years)
- Tacoma Pierce County Chamber of Commerce Board, Past Treasurer, Past President (8 years)
- Lakewood Planning Advisory Board, Past Chair, (9 years)
- American Leadership Forum Senior Fellow; Board Member and Past President, (6 years)
- Asia Pacific Cultural Center Board, Past President (8 years)
- Pierce College Foundation Board, Current Member, 2 term Past President (9 years)
- Tacoma Art Museum Board, (4 years)
- Pierce County Planning Commission, Current Vice Chair, (6 years)

Mr. Brown has lived in non-incorporated and incorporated Lakewood for 35 years, and he holds the perspective and benefit of participating in the growth and development of Lakewood.

As member and Chair of the Planning Advisory Board, Mr. Brown participated in numerous Comprehensive Plan Amendments, Zoning Changes, Steilacoom Park Visioning, Tillcum Area Visioning, Town Center Visioning, and city budget reviews.

Mr. Brown sees the opportunity of much greater Livability and Economic Vitality in Lakewood through a keener vision in the Beauty of Lakewood. A vision focused on the Beauty of Lakewood can be woven into existing city budgets and future grants: 'Think of Lakewood as a park, and streets as walkable vistas'; Lakewood as a destination to live and work.

Kimberly L Davis
7811 76th Street SW
Lakewood, WA 98498
253-312-9608
ladyk1128@gmail.com

December 30, 2020

To the Lakewood City Council:

I would like to introduce myself. My name is Kim Davis, and I live in Lakewood, in the Oakbrook area.

My husband and I own a small business in Lakewood, which my husband still works at, but I am mostly retired while maintaining oversight of the agency's fiscal operations. I am excited to take on my next challenge, and I believe being on the Lakewood City Council will fulfill that desire. I believe I can make a difference because of my unique background in public service. I have a professional history of being a Case Manager in the Welfare To Work program, a Contract Administrator and Monitor in an Economic Development Agency, and for over 16 years my husband and I have owned and operated a non-medical home care agency here in Lakewood with 60+ employees, primarily serving clients that are low income and who are funded by Medicaid. I want to be a voice for the disadvantaged who cannot speak for themselves, and I want to be a voice for small businesses. I am hoping you also believe I would bring a unique perspective to the council and will be excited to welcome me to the Lakewood City Council.

Sincerely,
Kimberly L. Davis

Kimberly L. Davis
7811 76th Street SW
Lakewood, WA 98498
(253) 312-9608 cell

OBJECTIVE: Lakewood City Council Member

PROFESSIONAL EXPERIENCE:

Good To Be Home Care LLC
Lakewood, Washington
Managing Member/Owner
May 2004 to Present

- Trained new Administrator in all functions of administration, fiscal and human resources
- Plans, organizes, administers, and controls the day-to-day operations of the agency
- Demonstrates in-depth knowledge of, and ensures compliance with all local, state and federal laws relating to all the operations of the agency (including Medicaid Rules, in-office operations, wage and hour regulations, and equal opportunity employment)
- Promotes effective home care services in compliance with agency philosophy, policies and procedures, and in accordance with State licensing laws and regulations
- Assists with the evaluation, development and revision of agency policies and procedures
- Approves, implements, and oversees the quality improvement plan and agency complaint process
- Receives and processes referrals and inquiries about agency services
- Assists with selection, orientation and evaluation of direct care staff for the agency
- Maintains a current list of all new Clients
- Interviews, screens, tests, and has photocopies made of applicable documents for all new applicants, and makes the determination regarding hiring of the applicant
- Schedules and confirms employee assignments for Client care
- Keeps agency records updated, including the monthly schedule for work and Client assignments
- Assists with marketing
- Oversees all fiscal functions with assistance of an outside accountant

Riverside County, California
Economic Development Agency/Workforce Development Center
Development Specialist III
Contract Administrator
May 2001 to December 2003

- Interpreted, understood, and applied state, federal, and local legislative guidelines and regulations and assisted in writing the agency 5-year plan
- Wrote grant proposals
- Conducted the RFP and RFQ processes, including bidder's conferences
- Wrote contracts
- Conducted sole source solicitations and wrote sole source agreements

- Monitored projects and program operations for contract compliance
- Monitored in-house case management
- Analyzed the effectiveness of existing programs for continued funding
- Reviewed agreements, subcontracts, change orders, and contract extensions for agencies participating in grant-funded programs.
- Provided guidance and technical assistance to case managers, job developers, fiscal staff, program providers and managers
- Recommended corrections to the Individual Service Strategies (ISS) and reviewed the documenting of testing methods, assessment procedures, vocational training and other types of program components
- Reviewed County agencies' program information to prevent duplication of services, appropriate marketing strategies and performance measures
- General knowledge of program design, Workforce Investment Act (WIA) and Welfare to Work (WtW) performance measures
- Evaluated the successful implementation of program startup and made recommendations for new strategies to achieve program outcomes
- Participated in programmatic strategy meetings to suggest best practices
- Reviewed Request for Proposal (RFP) to determine minimum qualifications for funding of contracts
- Monitored contracts for compliance
- Wrote technical assistance and monitoring reports
- Assisted in monitoring program expenditures and budgets to determine appropriate cost categories
- Communicated effectively, both orally and in writing
- Exercised considerable judgment in performing assignments

Riverside County, California
Department of Public Social Services
GAIN/Calworks Program
Employment Services Counselor II
June 1999 to May 2001

- Interpreted and implemented CalWorks policies and procedures
- Counseled participants on the need for and steps to self-sufficiency
- Assessed, evaluated and referred participants to education providers
- Performed problem resolution
- Issued and approved supportive services
- Monitored progress and attendance in educational activities and employment
- Assisted participants in setting employment and educational goals
- Counseled and assisted participants in overcoming barriers
- Performed intensive case management
- Assigned responsibilities and duties of unit as in-charge
- Performed Phase 2 to Phase 1 in-house case reviews
- MAU liaison and contact person for ERA random assignment
- Represented GAIN on the Assessment Committee
- Coordinated supervised field experience for new counselors
- Liaison between GAIN, TAMC, and Children's Protective Services (CPS) on CHAT cases.

San Bernardino County, California
Jobs and Employment Services Department
GAIN/CalWorks Program
Employment Services Specialist I
February 1998 to June 1999

- Interpreted and implemented CalWorks policies and procedures

- Facilitated Job Club, Job Search, and motivational and Goals training workshops
- Interviewed and screened participants for referral to employers
- Acted as back-up Employer Representative, liaison between GAIN and employers
- Evaluated and implemented program rules and regulations
- Evaluated, assessed, and approved supportive services
- Counseled participants regarding job placement and CalWorks rules and regulations
- Performed individual and formal Assessments
- Performed case management
- Acted as unit leader and performed duties as Acting Supervisor for Job Services Unit
- Assisted with mass hiring for providers such as UPS, Krispy Kreme, and See's Candies
- Acted as liaison between Jobs and Employment Services Department and Employment Development Department
- Developed a written job training manual and outline
- Trained, mentored and supervised newly hired Employment Services Specialists
- Created training material and conducted comprehensive job training sessions
- Scheduled monthly staff assignments
- Performed case reviews
- Provided Work Performance Evaluations of trainees
- Member of the Jobs and Employment Services Department County Resource Group
- Acted as liaison between line staff and Administration during Welfare Reform implementation
- Represented my district at administrative events and regional meetings
- Evaluated Request for Proposals (RFP) and made funding recommendations

San Bernardino County, California
Jobs and Employment Services Department
GAIN/CalWorks Program
PSE/Employment Services Technician
CalLearn Program
June 1997 to February 1998

- Performed case management
- Interpreted and implemented CalWorks policies and procedures
- Acted as liaison between Eligibility Workers and Case Managers
- Met with and explained Cal Learn program and procedures to pregnant and parenting teens
- Prepared contracts and authorized supportive services
- Operated computer programs (GEMS, CLAS, and Welfare Database)

Job Services

- Provided services as Employer Representative/Job Developer
- Conducted employment screenings and referrals to employers
- Conducted mock interviews
- Critiqued employment applications
- Prepared resumes for participants
- Assisted Job Club, Orientation, and Supervised Job Search
- Completed computer input of employment updates
- Prepared supportive services documentation for authorization
- Spoke to Job Club on interviewing skills and open job orders
- Wrote a proposal for a permanent resource referral position
- Evaluated Request for Proposals (RFP) and made funding recommendations

San Bernardino County, California
Jobs and Employment Services Department
Administrative Office, Staff Aide to the Private Industry Council
January 1997 to June 1997 Temp

- Interpreted and implemented Private Industry Council bylaws
- Acted as liaison between Private Industry Council and Jobs and Employment Services Department
- Attended Private Industry Council meetings and took minutes
- Prepared minutes of meetings
- Arranged transportation and lodging for conferences and seminars
- Prepared agendas and notices of meetings

JTPA Planning Department

- Assisted in the preparation of action items for the Board funding approval
- Evaluated Request for Proposals (RFP) and made recommendations for Title IIB Year-Round Youth Program, Title IIC Summer Youth Program, Title III Dislocated Worker, and Title IV Older Worker funding
- Recorded and transcribed minutes of Appeals Hearings

SPECIAL SKILLS

- Computer literate
- Type 65 WPM, shorthand 180 WPM
- Excellent communications skills, includes grant writing

PROFESSIONAL LICENSES, CERTIFICATES AND AWARDS RECEIVED

- California State licensed Real Estate Appraiser, licensed by the Office of Real Estate Appraisers (OREA)
- Certified Scapist/Proofreader
- Certificate of Appreciation JESD-PERC Partnership in the areas of research & development and training delivery; Certificate of Recognition, GOALS Facilitation Skills

EDUCATION

Eastern Oregon University Bachelor's Degree - not completed

Riverside Community College – Intersegmental General Education Transfer Curriculum

Graduated 1998 Allied College - Laguna Niguel, State Licensed Real Estate Appraiser

1994 - 1996 California School of Court Reporting - Riverside

1990 - 1993 Merit College of Court Reporting - Van Nuys

1988 -1988 Merit College of Court Reporting - Van Nuys, Certified Scapist/Notereader

References available upon request

Attn: City Clerk

RE: City Council Vacancy

Date: Jan 10, 2021

Members of the Lakewood City Council,

I write to express my interest in being appointed to fill the vacancy left by Councilmember John Simpson in position 5. It is my honor and privilege to be considered for this a position of the very effective and highly regarded city council. As a resident of Lakewood for nearly 20 years, I seek a position on the council to further serve and represent our diverse community. Having a background in government and politics, I think I have the experience to perform the duties of this job well.

I currently serve as Executive Director of the community-focused Center for Latino Leadership which partnered with the city of Lakewood during the 2020 census to ensure a complete count of our often hard-to-count city. I recently worked in the Pierce County Executive's office as Director of Constituent Services where I was responsible for resolving constituent issues and representing the Executive's office at community events. As a parent of young children who attend school here, I think I offer a unique perspective for our city council. Having myself once attended Woodbrook Middle School, Clover Park High School, and Pierce College at Fort Steilacoom, I also offer perspectives as both a local and military family transplant.

Our military community is unique to our city and the state of Washington. I recognize the economic and cultural contributions as well as the sacrifices our military members and their families make. Maintaining the important connection between the base and our city, I currently serve as honorary base commander for the 62nd Airlift Wing and have been a Civil Air Patrol and Air Force JROTC cadet. With two active-duty parents, I've experienced living on and off base here while one parent served on McChord and another was assigned to Camp Murray. I have lived across the country, but I'm proud to say that Lakewood is the only place I've ever considered home.

Your service to our community is what has inspired me to seek this position. I recognize that the position vacated by Councilmember Simpson are big shoes to fill. While I know I'll be able to hit the ground running if appointed, I look forward to learning from the many of you long-serving members. I hope to have the privilege of enhancing my community service work by serving alongside with you.

Thank you for your consideration and continued service.

Maia Espinoza

(206) 708-0849

Maia@Centerforlatinoleaders.org

11102 83rd Ave SW

Lakewood, WA 98498

Maia Espinoza

maiaespinoza@gmail.com

206.708.0849

Summary of Qualifications

Seasoned services director with strong relationships in the private and public sectors. Skilled at creating successful marketing and outreach campaign strategies with the ability to communicate goals to diverse stakeholders. Reliable in building a variety of community coalitions. Recognized for consistently producing results in fast-paced environments.

Experience

Executive Director & Founder: Center for Latino Leadership *May 2015 to present*

- Created in response to a perceived need for a unified Latino voice in WA
- Education on the Legislative process and issues that are affecting this community
- Identifies and develops emerging community leaders through state-wide network

Director of Constituent Services: Pierce County Executive *Dec 2018 to Dec 2019*

- Problem-solved and reported recurring issues for constituents of Pierce County
- Recruited and managed for more than 50 boards and commissions countywide
- Was the “face” of the Executive office when the Executive could not be present

Music Teacher: Holy Family School, Lacey *May 2017 to Dec 2018*

- Instructed 6 classes each day, teaching ~100 students grades K-8
- Conceptualized, designed and implemented a range of coursework.

Legislative Liaison: Commission on Hispanic Affairs *Nov 2016 to Apr 2017*

- Advised the Legislature on issues affecting the Hispanic communities of Washington State
- Maintained a bill tracker Excel spreadsheet documenting progress on each of 60+ bills tracked
- Provided regular updates and advice to commissioners, executives and legislators

Associate Public Information Officer: Washington State Senate, Olympia *Jan 2015 to Nov 2016*

- Copywriting, translation, recording and mixing audio and video
- Coordinating interviews with senators and radio programs across Washington State
- Assisting in outreach to diverse communities

Partner & Business Manager: Espinoza Group, Lakewood *May 2014 to May 2017*

- General Operations and Chief Financial Officer duties; managed \$300k+ annual sales
- Purchasing, Accounts Payable, Receivable, HR, Payroll, Business Development

Marketing Services Manager: TCS Expeditions, Seattle *Oct 2012 to April 2014*

- Tracking campaign budgets, analyzing results and making new strategy decisions
- Presentation and communication of marketing initiatives to C-suite, stakeholders and partners
- Managing relationships with internal and external clients, creative agencies and vendors

Integrated Marketing Specialist: Entercom, Seattle *Aug 2010 to Oct 2012*

- Presentation and financial analysis of integrated marketing campaigns to C-suite
- B2B prospecting and business development through partnerships and advertising
- Relationship management in the Seattle-Tacoma market and nationally

Marketing & Outreach Assistant: Metro Parks, Tacoma

Sept 2009 to April 2010

- Design publications to be disseminated through Pierce County and beyond
- Provide photographers with a “creative brief” to obtain the type of pictures sought
- Conduct and report market research; database management

Retail Sales Consultant: AT&T Mobility, Tacoma

Nov 2007 to June 2009

- Technology solutions and sales made in store and over the phone as needed to meet quotas
- Maximize sale by demonstrating relevant functions and features of AT&T products and services
- Consistently exceeded sales quotas and ranked number one rep in store for several months

Education

Master of Science, Curriculum and Instruction (Education)

Western Governors University

Completed October 2020

Bachelor of Business Administration, concentration in Marketing

Pacific Lutheran University: 12180 Park Ave, Tacoma, Washington

Completed May 2010

Associate of Arts

Pierce College, Fort Steilacoom

Completed May 2007

High School Diploma

Clover Park High School, Lakewood

Completed June 2007

Skills

- Proficient in Microsoft Office, Adobe and major Social Media applications
- Familiarity of multiple CRM systems and project management tools
- Experience with Access and SPSS; WPM: 76, KPH: 8500
- Advanced Spanish fluency; ability to translate and localize

Volunteer Service

- **Current** Board of Trustees Member, Tacoma Arts Live
- **Current** United 253 Member, United Way, Pierce County
- **Current** Volunteer at Saint Frances Cabrini Parish, Lakewood
- **Past** Chair, Holy Family School Auction Committee, Lacey
- **Past** Treasurer and Head of Marketing to the Pacific Lutheran University Business Network
- **Past** Community Advisory Council, Coffee Oasis Homeless Youth Organization, Pierce County

City Clerk
City of Lakewood
600 Main Street SW
Lakewood, WA 9849

January 12, 2021

Please accept my application to fill the vacancy on the Lakewood City Council (Position 5). I believe that my experience with city, community, business, and nonprofit organizations qualifies me for this position. I am also qualified as a resident. My wife and I have owned and lived in our Lakewood home since 1989.

Since my retirement from the military, I have served the city and the community in several ways. In 1995, during city's incorporation efforts, I served on the equivalent police advisory committee. The objective was to recommend the best way to establish a police force. Since then, I have volunteered in many capacities, as described below, to assist and help others in the community. I would like to now serve the community strategically, as a member of the City Council, and use my experience as a previous Planning Commissioner, as well as my business, project planning and facility management experience to enhance the quality of life for the citizens of Lakewood.

In addition to serving the city during its pre incorporation period, I served on the City of Lakewood, Redevelopment Advisory Board in 2014 and on the Planning Commission from 12/15/2014 through 12/14/2018. Commission projects on which I assisted included: Comp Plan's 6-year Transportation Improvement Program; Review proposed changes and updates to Title 18A to include Joint Land Use Study; Lakewood Strategic Plan; the Central Business District Subarea Plan. Interaction with the Council taught me to look at the big picture, and to anticipate Council questions or concerns, and above all, to ask questions.

My community involvement lets me interface with citizens and become aware of their concerns, information that may be useful when making recommendations on Council issues. This involvement includes: President, Board of Trustees -Friends of the Lakewood Library; Vice President, Board of Directors -Lakeview Light & Power; Court Appointed Advocate for Children- Pierce County Juvenile Court; Volunteer-Lutheran Community Services, Habitat for Humanity Store, Food Closet Prince of Peace Lutheran Church; Finance Committee -St Frances Cabrini Catholic Church; Team Leader-Adopt a Street, City of Lakewood. On occasions I have hosted community service officers in my home to meet with neighbors and to provide current community safety issues. Previously I served as Board Member, Big Brothers Big Sisters of Pierce County, and for 27 years, with my wife, I was a foster parent for infants.

Thank you for the opportunity to vie for the Council position. I look forward to answering any questions you or Council members may have regarding my experience and qualifications. My resume is attached.



Robert W Estrada
12513 Edgemere DR SW
Lakewood, WA 98499
253-230-5931

1 Attachment: Resume

ROBERT W. ESTRADA

12513 Edgemere Drive SW
Lakewood, WA 98499

253-230-5931
romestrada@comcast.net

Profile

PROJECT MANAGER AND IMPROVEMENT FACILITATOR

Over 25 years experience supervising staff, planning and implementing special projects, improving work procedures, and assessing condition, maintenance and accountability of equipment and facilities. Demonstrated strengths in:

Project Planning and Implementation
Customer Service

Facility Management
Quality Improvement

REPRESENTATIVE ACCOMPLISHMENTS

Project Planning and Implementation

- Planned and implemented the development of the first Habitat for Humanity, retail business store, in Tacoma, WA. Acquired merchandise, laid out floor plan, obtained volunteer staff, wrote policies and procedures.
- Planned and implemented a program to deliver meals to seniors within Pierce County.
- Led staff in successfully planning and implementing the relocation of \$1.5B in aircraft and equipment and the transfer of 1700 military employees.
- Planned and implemented a recovery program for a military organization. Upgraded living and production facilities, trained staff, established standards for repair of equipment, and improved staff morale.

Customer Service

- Directed a In Home Care Program providing personal care and cleaning services to 400 clients in 3 counties.
- Developed public disclosure policies, which insured the privacy of citizens, and negotiated public service announcement and brochure design contracts, insuring the best possible product to the general public.
- Enhanced the customer service program by creating a trainer development plan, a library, arranging for sign and language interpreters for needed classes, coordinating with government agencies for training in the field.

Facility Management

- Planned, implemented, and accomplished in 5 days, the relocation of an 8,000 square foot non-profit retail business into a 17,000 square foot facility.
- Planned and implemented the relocation of a 500 square foot for profit retail business into a 8,200 square foot facility.
- Directed staff, which effectively managed equipment maintenance and storage facilities, and two-250 tenant complexes.

Quality Improvement

- Led staff in developing the first Quality Business Plan, which put in place a coherent long-range plan for improving customer service.
- Led staff of 13 instructors who trained 686 state employees in 24 months. Fifty-seven quality teams were formed resulting in improved processes throughout the department.
- Received process improvement methodology training to include quality awareness, facilitation skills, team dynamics, coaching, and statistics. In turn, trained 400 staff members on process improvement methods at multiple locations and on three work shifts.

CAREER HISTORY

Habitat for Humanity of Tacoma Pierce County, WA

2005 - 2011

Store Director

Directed the overall operations of the Store and represented the Store and Habitat for Humanity at public and community events. Developed policy, prepared and administered budgets, and supervised Store Manager.

St. Frances Cabrini Church, Lakewood, WA

2002 - 2005

Business Manager

Directed all business activities of the church to include financial, facility, and human resources.

Lutheran Community Services, Tacoma, WA

2001 - 2002

Program Director

Directed a Tri-County In Home Care Program. Managed staff, developed standards, prepared budgets, resolved problems, prepared statistical reports and correspondence, coordinated with county and state officials.

GE Capital, Bellevue, WA

1998 - 2001

Field Representative

Assisted in the underwriting process by inspecting, for condition and maintainability, 291 company owned equipment and real estate assets, located throughout the United States and Canada.

Thurston County Auction, Tacoma, WA

1995 - 1998

Business Manager

Managed retail store operations and negotiated purchases for tri-county estate liquidation service.

State of Washington Department of Licensing, Olympia, WA

1993 - 1995

Director, Quality and Communication Services

As a member of the Executive Management Team directed and implemented department's quality initiative and served as the Director of Public Affairs. Developed business plans, promoted agency, established policy.

Clover Park and Tacoma School Districts, Tacoma, WA

1992 - 1993

Substitute Teacher

Taught core subject and special education classes.

McChord Air Force Base, WA

1989 - 1992

Military Officer - Director of Logistics

Completed 26 years of military service. Directed and managed aircraft operation and repair facilities with budgets of \$3.6M and equipment valued over \$50M. Coordinated acquisition issues with U.S. and foreign governments.

EDUCATION

- Master of Arts, Public Administration, University of Northern Colorado
- Master of Arts, Theology, Seattle University
- Bachelor of Science, Business Management, San Diego State University

CURRENT COMMUNITY SERVICE ACTIVITIES

- President, Board of Trustees, Friends of the Library, Lakewood, WA
- Vice President, Board of Directors, Lakeview Light & Power, Lakewood, WA
- Court Appointed Advocate (CAA/GAL)- Pierce County Juvenile Court
- Volunteer - Lutheran Community Services, Local Foodbank, Habitat for Humanity
- Team leader, Adopt a Street Program, City of Lakewood
- Former Commissioner, Planning Commission, City of Lakewood, WA

Members of the Lakewood City Council
c/o City Clerk of Lakewood
6000 Main Street
Lakewood, WA 98499

December 21, 2020

Dear City Council Members,

Firstly, I thank you for the opportunity to apply for the Lakewood City Council Position 5 that is scheduled to be vacated December 31, 2020.

I am interested in being considered for this vacancy. I trust that my letter of interest and accompanying resume will prove me worthy of being selected to perform the duties, roles and responsibilities of our city's council position.

I was born at Madigan Army Hospital and maintain a strong connection to the army protocols that taught me to embrace and engage in the importance and duty of service to others. My mother for thirty-seven (37) years was the chief librarian at Fort Lewis and my father a career officer.

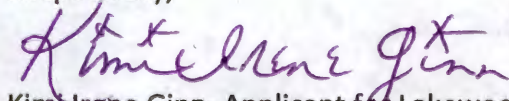
I became the first African American and first female elected to be the student body president at Tacoma's Wilson High School. Leadership for me came early and is never ending!

I bring to the table a myriad of skills that I believe will prove beneficial in making policy and procedural decisions that can provide a safe and thriving community for all of our Lakewood citizens. I believe my resume highlights the talent I possess; talent I believe that will be an asset to the existing council.

I have served as a paraeducator and teacher demonstrating my practitioner skills. I have performed as a project director and senior program officer signifying my managerial skills. I am a small business owner of a multicultural consulting company showing my business savvy. I am a community-based activist with a consistent equity lens validating my advocacy skills. I am now seeking the opportunity to serve as a policy maker bringing innovation and greater inclusivity to the governing of our city.

I will remain optimistic that I am a worthy applicant and be hopeful that you will select me to fill the upcoming vacant seat. I look forward to serving our city!

Respectfully,



Kim Irene Ginn, Applicant for Lakewood City Council Position 5

KIMI IRENE GINN
7705 Zircon Drive SW Lakewood, WA 98498
Phone: (253) 273-2999 Email: kimisjoy2014@gmail.com

PROFESSIONAL SUMMARY:

Self-initiating professional with high-level administrative experiences in diversity-focused educational training, program development/implementation and management/assessment. Specialized expertise in the establishment and retention of inclusive school/business/community partnerships. Productive career readiness and college preparation skills. Innovative resource development, sales/marketing and fundraising skills. Cross-cultural competency in effective written and verbal communication processes. Effective strategies for the consistent delivery of productive community relations. Creative African American Storyteller.

EXPERTISE:

Diversity Services - Training, Equity and Inclusion Assessment and Program Development
Community Outreach, Volunteer Recruitment, Networking and Mobilization
Cross-Cultural Communication Competencies
School/Business/Community Partnership Collaboration
Career Readiness/College Preparation
Sales/Marketing and Public Relations
Fundraising and Special Events
Performing Arts Talents

EXPERIENCE:

Owner-Consultant 1990 - Present
IMIK Enterprises

Owns and operates a company that develops/provides multicultural programs/services including diversity plan development, educational, corporate and governmental employee diversity/cultural competency workshops, conflict resolution/mediation services, community building seminars, school/business internships, college/career counseling, motivational keynote addresses and cultural arts performances and activities.

*** Current and Past IMIK Enterprises Projects and Contractual Services**

Certified Corporate/Governmental Diversity Trainer 1997 - Present
Conducting The Boeing Company and Pierce County Government in Washington State corporate and governmental level diversity/cultural competency focused workshops that assist with the sustainability of a hostile free work environment.

Soft Skills Facilitator 2001 – Present
Arnold Services of Tacoma, Washington
Career Preparation/Resume Writing Workshops, Leadership Seminars, Teambuilding Retreats

Consultant 2010 - 2015
Learning Dynamics, Inc.
Wallingford, Connecticut
Conducts workshops that assist organizations to improve performance, maintain compliance, create and sustain hostile free work environments and enhance customer services.

Page Two

*** Current and Past IMIK Enterprises Projects and Contractual Services Continued**

Kelly Professional Services 2011 – 2012

Provided substitute teaching services in greater Hartford, CT area schools.

Faith Summer Arts Program – Faith Congregational Church Hartford, CT Summer 2011

Developed/presented African American history focused arts curriculum for a youth age 7 – 17.

Joe Jordan Ragtime/Jazz Collection Donation and Project 2006 - Present Hampton University

Contracted Coordinator 2002 - 2003

Communities in Schools (CIS) of Puyallup Development Puyallup, Washington

Developed the infrastructure for a sustainable process to identify and deploy the appropriate community resources that can support student success in Puyallup schools and establish CIS in Puyallup

Consultant 1999 - 2001

High School Career Internship Coordinator and Careers Class Instructor

Seattle Public Schools – Middle College High School

Coordinated internships and taught career classes for high school students.

Area Development Director 1998 – 1999 (one-year campaign)

The College Fund/UNCF - Seattle Area Office

Developed/managed 1998-99 fundraising campaign. Raised 1.2 million dollars.

*** Positions and Areas of Responsibility**

Director 2016 – Present

Vibrant Schools Tacoma Tacoma, Washington

Direct and manage the operational aspects of the organization's school focused advocacy activities

Multicultural Analyst 2016 – 2017

University of Washington/Tacoma Campus Tacoma, Washington

AVID Tutor and Substitute Teacher (part time and on call) 2015 – Present

Tacoma Public Schools Tacoma, Washington

Membership and Marketing Manager 2012 – 2014

Girl Scouts of Connecticut – Hartford, Connecticut

Managing the membership and marketing activities in the greater Hartford area.

Senior Program Officer 2008 – 2009 (grant funded)

College Success Foundation – Issaquah, Washington

Managed the day to day operational and transitional activities for the mentorship and scholarship programs.

***Positions and Areas of Responsibility Continued**

Partnership Coordinator and Recruiter 2005 – 2007 (grant funded)
Big Brothers Big Sisters of King, Pierce and Jefferson Counties in Washington
Provided recruitment and outreach services for the purpose of increasing the number of mentors representing diverse populations. Conducted fundraising and public relations.

Director 1992 – 1997 (grant funded)
Seattle Community College District: Seattle Coalition for Education Equity Project.
Managed/assessed a five (5) million-dollar multi-year Ford Foundation project to create enduring, city-wide partnerships to effect systemic change in the equitable delivery of K-16 educational services. Monitored equity compliance and equal opportunity accessibility for college transfer activities. Provided assessment to assist with equity and inclusion practices in delivering of higher education services. Facilitated the institutionalization of students of color programs at the university, community college and high school levels. Grant writing and major fund development. Business internship co-ordination.

Project Manager and Community Relations Coordinator 1987 - 1991
Seattle Public Schools Seattle, Washington
Developed/implemented strategies for the reduction of disproportionality. Coordinated district-wide school/business partnership activities that supported academic success. Facilitated community outreach/mobilization activities, monitored volunteer services, mentorships and school-to-work initiatives for southwest regional schools. Served as the district-wide liaison to the Partnership in Public Education (PIPE) and Communities in Schools (CIS) business and community programs.

EDUCATION:

Wilson High School Honor Graduate and ASB President Tacoma, Washington

Bachelor of Arts Degree Major: Elementary Education Minor: Library Science
Antioch College/Prometheus Campus: Tacoma, Washington

Graduate Studies in Human Development/Multicultural Education
Pacific Oaks College: Pasadena, California

MEMBERSHIP/AFFILIATIONS:

Member, Lakewood Multicultural Council (LMCC)
Past Member, Lakewood African American Policy Advisory Council (LAAPAC)
Member, Allen A.M.E. Church - Tacoma, WA
Member and Past Officer, Alpha Kappa Alpha Sorority, Incorporated
Member, Black Collective of Tacoma and Pierce County
Member, Black Education Strategy Roundtable (BESR)
Past Co-Chair and Member, Board of Directors, Communities in Schools (CIS) of Seattle, WA
Member, Girl Scouts of Washington
Board Member, Treasure Hunter and Masters Institute Graduate - Kids at Hope
Member, NAACP Education Committee - Tacoma, WA
Founding Community Member, University of Puget Sound Race and Pedagogy Institute - Tacoma, WA
Planning Member/Presenter University of Washington/Tacoma "Power of One" LGBTQ Conferences 2006 and 2016
Member, Vibrant Schools Tacoma Coalition
Storyteller/Developer for YWCA/ Pierce County 2015, 16, 17 Domestic Violence Fundraiser "Voices of Courage"

REFERENCES UPON REQUEST

Dear Lakewood City Council, my name is David Howarth, and I would be honored to serve my community on the Lakewood City Council because we need smart passionate people willing to use the privilege of government to advocate for others. As a councilperson, the greatest action I could take would be to elevate the voiceless and give the stakeholders of our community a platform to address local issues.

I was raised in a multi-generational household. My father had drug issues and my grandmother took us in. My grandmother taught me to love history and politics. She taught me to love my country and impressed upon me the importance of governmental action. I am a carpet cleaner at ServiceMaster of Tacoma and a student finishing my political science degree online at Central Washington University. I have a wonderful partner. Melissa and I moved to Lakewood in 2018 after she graduated from PLU. I was born in Renton, Washington, and had the privilege to move around and experience different places. I have lived in Bellevue, Ocean Shores, Covington, Tacoma, and now Lakewood. I spent time in Ellensburg briefly before the world shut down due to COVID-19.

What I have seen across Washington is the same plague I believe is rotting the entire country. Drug addiction, low wages with minimal chance of economic advancement, suppression of workers' rights, millions without healthcare, severe depression and anxiety, no confidence in our government, extreme wealth and income inequality, and this pervasive feeling that we are on a sinking ship. That feeling has eroded to every level of government. I feel sorrow whenever I hear a fellow American express disdain for our country. But also, a sense of motivation. The United States was not made great by any specific leader, but instead, made itself great by elevating its own people and working towards the goal of creating a more perfect union. No one lives life solely on their own. At some point in our lives, we will require something which we cannot pay for or achieve ourselves. We are all vulnerable in our own way and it is that vulnerability that unites us. I believe that securing the material wellbeing of people should be the paramount resolve of government service. Our job as council members is to try and alleviate material vulnerabilities while supporting the rule of law and our democratic institutions. We need to fix our infrastructure to keep pace with other countries. We need to fix manmade messes such as homelessness, climate change, and the grotesque levels of income and wealth inequality that we see in our state and country. We must reevaluate our drug policies and look for solutions that put fewer people into jail and give the city and state more tax revenue for schools. We need police reform. The death of George Floyd sparked worldwide protests and we cannot fail to act because making sure all citizens of our community feel safe should be a number one priority. I understand the Lakewood City council is not the Federal government and that inspires me more because this country is all about devolution and giving power to the people to affect their own community. We must think globally and act locally. I believe that there are many reforms that would immediately improve people's lives such as extending the eviction moratorium, raising the minimum wage, strengthening unions, and city-wide rent control.

I have wanted this opportunity since I was fifteen learning in history class about our leaders. I was inspired to action by Bernie Sanders in his 2016 historic presidential run. My goal is simple: In the richest country on earth, no one should be too poor to live. My name is David Howarth, I am the son of a drug addict, an aspiring political scientist, a carpet cleaner by trade, and I want to represent Lakewood on the city council because I believe I can empower our community through our common struggles. President Theodore Roosevelt once said, "complaining about a problem without offering a solution is called whining." I want to thank the council for giving me the opportunity to stop whining and start acting.

Thank you - David Howarth

David Howarth

14727 Portland Ave SW Lakewood WA 98498
DavidHowarth98@gmail.com 206-452-9327

Enthusiastic student currently working towards a degree in Political Science at Central Washington University. Over three years of warehouse experience with duties in logistics, distribution, stocking, and inventorying. Light use of power tools and forklift experience. Willing and able to do any task efficiently and to follow directions. I am the son of a drug addict, an aspiring political scientist, a carpet cleaner by trade, and I want to represent Lakewood on the city council because I believe I can empower our community through our common struggles.

WORK EXPERIENCE

2020 – Current – SERVICEMASTER OF TACOMA – Tacoma, WA

- ServiceMaster of Tacoma is a disaster restoration company. I clean rugs, carpets, and upholstery from disaster-stricken houses, mainly water, fire and smoke disasters.

2018 – 2020 – FRED MEYER – Covington & Ellensburg, WA

- Grocery Freight Stocker – Clear and stock shelves, track cyclical inventory, order new merchandise, work quickly within small teams to stock and clean aisles before the store opens.

2017 – 2018 – AMAZON – Fresh Associate – Kent, WA

- Truck Manager – In charge of organizing employees and keeping track of trucks and shipments. Trained in multiple areas and led the crew through the distribution procedure each shift.

EDUCATION

2019 – Current – CENTRAL WASHINGTON UNIVERSITY – Bachelor of Arts

- Major in Political Science & Minor in Philosophy – Expected graduation: Spring 2021

2017 – 2019 – BELLVUE COLLEGE – Bachelor of Arts

- Worked towards bachelor's degree

VOLUNTEER EXPERIENCE

2020 – VOLUNTEER FOR JANI HITCHEN'S PIERCE COUNTY COUNCIL CAMPAIGN

- Phone banked
- Called potential supporters talking about what Jani Hitchen had to offer for her community

2019 – 2020 – SLAC (STUDENT LEGISLATIVE ADVOCACY COMMITTEE)

- Discussed student legislation and planning student lobbying
- First university in the country to register citizens and have them vote in the same polling location

2017 – 2019 – HABITAT FOR HUMANITY

- Built homes for low-income families and raised awareness for the need for affordable housing

2015 – 2016 – DEMOCRATIC PARTY

- 2016 Caucus Leader – Led discussions on candidates, collected/tallied votes, and handled the donations from my district in Bellevue
- Canvasser – Knocked on doors, engaged in discussions with constituents within the community, registered citizens to vote

January 6th, 2021

To the Honorable Mayor and Lakewood City Council,

Please consider my interest in the appointment to the Lakewood City Council, position 5. I am a long-time resident of Lakewood and it would be an honor to serve in this position.

The City of Lakewood, since its incorporation has grown to be a wonderful community. I believe we have a history of governing responsibly and are uniquely positioned in our region. I will bring professional skills and life experiences that would assist in continuing to make comprehensive and inclusive policy on behalf of the community. I have been an active volunteer and engaged citizen for many years, starting out as a volunteer working on a federal initiative; Strengthening Families, while supporting various non - profit organizations like Kids at Hope NW and The Tacoma Urban League. I believe that half of policy making is building each other up and embracing our diversity as the source of our Nation's strength and the other half is ensuring our policies reflect our community's beliefs. I also believe it is our patriotic duty to be a civically engaged community member and to keep sight of our common values. I support the Diversity of Thought and its importance when governing on behalf of our neighbors and I am uniquely positioned to bring a different perspective to policy. I have the continued support of many community members and it would be an honor and privilege to be considered and accepted to represent our neighbors and positively contribute to policy in our area.

My background includes eighteen years of service to our community, starting in 2001. Through Lakewood's intentional belief in a Caring adult, I have had the pleasure and privilege to work with multiple leaders that have inspired communities. I am a proud Kiwanis member and volunteer on the board for Community Health Care and United Way of Pierce County's political advisory committee. I have a wide range of experiences: from cleaning parks with my service club to volunteering on multiple committees. I have assisted in passing statewide legislation, supporting our 1st responders, A.L.I.C.E - (Asset, Limited, Income-Constraint, Employed) families, and children aging out of the foster care system. I currently have an active role in addressing the unfortunate issues with social justice and increasing support and opportunities for proud military veterans like my husband and father. My professional experience includes currently working in an attorney's office and since 2013, I have worked for a national insurance carrier. As of September 2020, I have completed my Associate in General Insurance designation and currently seeking my CPCU, credentialing specializing in risk management and property-casualty insurance. I serve as a corporate committee member with a focus on Excellent in Operational Management and also serve as a Diversity and Inclusion Liaison.

Thank you for your consideration in such an important step in Democracy and I humbly ask for your vote of confidence in this opportunity for the appointment to Lakewood City Council, position 5.

Ria J Johnson – Covington

Fairway Drive SW Lakewood, WA 98498

Ria J. Johnson - Covington
(253) 376-7828 Fairway Drive SW Lakewood, WA 98498
We4Ria@gmail.com

State Farm Auto Insurance, Present – Claims Litigation Counsel – Administration Support

- First line leader managing record collection and scheduling in litigation matters
- Maintains frequent communication to customer, departments and related personnel to maintain high quality and compliance
- Ability to gather and analyze research data such as statutes, decisions, and legal articles, codes and documents

State Farm Auto Insurance, Dec '13- February '18 - Claims Adjuster

- Proficient in explaining complex policy information and advising
- Analyzing and investigating claims, industry regulations and ensuring fair settlement with a focus on customer quality standards set in accordance with industry and company guidelines

Amerigroup Health Insurance, Sept '13- Dec '18 - South Sound Outreach Contractor

- Increased awareness of health insurance options in schools, social service agencies, and community-based organizations and maintain cooperative working relationships with agencies interested in public health care across the Puget Sound region
- Provided administrative support to the Clinical and Data teams through mail outs, phone assistance and ensured confidentiality of client information by safeguarding sensitive information
- Exceptional breadth of community relations, outreach experience and a superior grasp of community objectives and goals for a variety of public services and programs

Kids at Hope North West, Oct '11 Oct '18 - Executive Assistant - Current Board Chair

- Working with key program stakeholders in planning and developing project work plans, budget and implementation, partnering with the Gallup Poll and Arizona State University

Tacoma Urban League, Jan '11- Aug '12 - Executive Assistant

- Scheduled and trained high school students in after school program regarding digital literacy and provided supervision of service-learning projects
- Volunteer coordinator for special event 25,000+ in Pierce County

Corporation for National and Community Service, Jan '05- Aug '11- Tech Aide

- Assisted in development of web application and managed the Management Information System for the Healthy Marriage and Responsible Fatherhood Coalition
- Collected data and prepared reports identifying trends, progress and challenges
- Coordinated special events and services delivered to program's participants

THE INSTITUTES – Associate in General Insurance – Designation Completed September 2020

PIERCE COLLEGE – Associate in Science, Anticipated Graduation: June 2022

REFERENCES AVAILABLE UPON REQUEST

SUE KUEHL PEDERSON

6323 Nyanza Park Dr SW, Lakewood, WA 98499 / 206-227-6732 / suekuehl@hotmail.com

January 11, 2021

Attn: City Clerk [*Transmitted via email to bschumacher@cityoflakewood.us*]

Lakewood City Hall

6000 Main St SW

Lakewood, WA 98499

Dear City Council Vacancy Selection Committee,

I am requesting consideration for Position 5 of the Lakewood City Council. I am a lifelong WA resident, and purchased my Lakewood home in 2012. I originally moved to this area after my husband died, so that my son could attend the Charles Wright Academy. I've stayed because I enjoy all that Lakewood has to offer—friendly folks with ethnic diversity; parks, recreation and scenic beauty; commercial and industrial businesses supporting a viable economy; easy shopping, good public transit and reasonable traffic; and proximity to JBLM (as I avidly support US military strength). I want to apply my professional experience to keep Lakewood a thriving community, and work toward achieving shared goals for our City. I imagine the coming year will be largely focused on COVID recovery and helping businesses, schools and families get back on their feet, and I want to help!

I've worked in a wide array of government and private sector jobs (see resume, attached), always striving to learn as much as I could, and working my way up. In doing so, I became increasingly interested in organizational management, returning to school to earn a Master's degree in Public Administration in 2005. I am confident that my MPA and diverse work background will serve the City Council well in this position.

For about 20 years, I have concurrently managed multiple homes, to accommodate my family's needs and also to turn very distressed properties into safe, comfortable, happy places. I've now dramatically improved 8 homes in Seattle, Olympia, Aberdeen, University Place, and Lakewood, as well as the Bay Area in CA, receiving proper permits and approvals when required. My Lakewood home was a foreclosure that took several years to renovate, and I am quite proud of the results.

In 2020, I was encouraged to run for the statewide office of Commissioner of Public Lands, which is a good fit for my background in natural resource management. I am incredibly honored to have received 1.68 million votes, but it was not enough to win this election. I am revved up to serve, and this opportunity with the Lakewood City Council inspires me to "think globally, act locally." I would love to be of service. Thank you for all you do to make our City a wonderful place to live.

Sincerely,
Sue Kuehl Pederson

SUE KUEHL PEDERSON

6323 Nyanza Park Dr SW, Lakewood, WA 98499 / 206-227-6732 / suekuehl@hotmail.com

EDUCATION

Master's degree in Public Administration | 2005 | University of Washington

Subjects: Strategic Leadership, Partnership & Accountability, Negotiation, Effective Communication, Leading with Integrity, Performance Challenge, Financial Management, Results, Alternative Service Delivery, Creating Public Value, Leaving a Legacy

Bachelor of Science | 1980 | Western Washington University

- Major: Biology; Minors: Chemistry and German
- Related coursework: Fisheries Emphasis; Pre-Med courses completed; full year of Physics

EMPLOYMENT

Real Estate Investor | 1986-Present | Self-Employed, WA and CA

Purchased 10 properties and fully remodeled distressed homes of all ages, from foundation to roof, including all electrical, plumbing, heating and cooling, windows, kitchen and bath upgrades – with legal permitting. Landscape redesign.

Power Manager | 2005-07 | Grays Harbor PUD, Aberdeen, WA

Negotiated and managed power and transmission contracts worth tens of millions of dollars with Bonneville Power Administration (BPA) and other utilities. Supervised consultants who performed load-following and traded any surplus energy in open-access, deregulated markets, gaining several million dollars in profit annually. Retired in 2007.

Senior Power Analyst | 2000-2005 | Seattle City Light, Seattle, WA

Received extensive training in all aspects of power generation and delivery. Managed multiple electricity and transmission contracts up to \$35M each and coordinated department budgets up to \$200M. Company representative at Bonneville Power Administration and other utility meetings, negotiating on behalf of City of Seattle.

Manager, Jobs for the Environment | 1998-99 | King County DNR, Seattle, WA

Hired, trained and managed displaced timber and fishing industry workers in forest and stream habitat restoration. Selected dozens of priority projects, and managed all grant requirements until state program funding was terminated.

Senior Environmental Analyst | 1993-1998 | Seattle City Light, Seattle, WA

Regulatory liaison for 12 federal, state, tribal and local agencies to support City's construction of new hydropower project. When completed, co-chaired Tolt Restoration Group, which developed habitat conservation plan collaboratively with same agencies, for same watershed. Also served as Secretary to the Skagit Environmental Endowment Commission, developing investment strategy for \$5M grant fund and supporting binational appointees in their grantor activities.

Fisheries Biologist | 1991-1993 | WA Dept Fisheries, Olympia/Port Orchard, WA

Year 1: Puget Sound Non-Tribal Commercial Fisheries Manager - set seasons and quotas for purse seine and gill net fisheries. Wrote laws (WACs) to authorize fisheries openings. Flew over Puget Sound daily to oversee fishing effort. Managed catch data collection crew.

Year 2: Habitat Manager – for all of Kitsap County and parts of Mason and King. Reviewed DNR Forest Practices Applications (FPAs); processed all Hydraulic Project Approvals (HPAs) and SEPA approvals.

Scientist/Publications Manager | 1983-1991 | BioSonics, Inc, Seattle, WA

Project manager and technician for research projects all over US and in Argentina and Paraguay, using sonar to locate fish at dams and other structures. Set up gear, hired crews, collected and analyzed data, reported findings to clients and wrote articles published in peer-reviewed industry journals. Instructor at company training events, speaker at scientific symposia. Managed company's publications department, creating equipment manuals, job proposals, contracts and reports.

US Observer | 1980 | University of WA/NOAA Fisheries, Gulf of Alaska

Foreign Fisheries Observer on Japanese rockfish stern trawlers operating within 200-mile limit set by US Fisheries Conservation & Management Act (FCMA).

Fisheries Biologist | 1974-83 | US Army Corps of Engineers/NOAA Fisheries

Multiple seasonal assignments at various dams on Columbia-Snake river dams paid my way through college and beyond. Used radio telemetry to tag and research adult salmon upstream migrations near and between dams. Trapped and tagged sample fish, operated electronics, mapped paths of tagged fish, wrote reports. Became Project Manager in 1982.

Early Employment (that helped build my character)

Child – picked strawberries, beans and pears; babysitting

Teen – waitress, cook, lifeguard

Young adult – secretary, teacher's aide (preschool special education), swim instructor

Intermittent – carpenter

VOLUNTEER POSITIONS (dates are approximate)

Chair – Grays Harbor Republican Party, Aberdeen WA (2017)

Board of Directors – Commencement Bay Rowing Club, Lakewood, WA (2012-16)

Trustee – Lakewood Methodist Church, Lakewood, WA (2014-15)

Facilitator – Banner Forest Heritage Park Citizen Advisory Board, Port Orchard, WA (2011)

Utility Advisory Board – Bainbridge Island, WA (2009-10)

Board of Directors – Small Faces Child Development Center, Seattle, WA (1994-95)

From: [Linn Larsen](#)
To: [Briana Schumacher](#)
Subject: FW: Letter of interest, City Council position
Date: Saturday, December 26, 2020 12:25:28 PM
Attachments: [image002.png](#)
[image003.png](#)
[Linn E Larsen SIOR Resume 2021.pdf](#)

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

From: Linn Larsen
Sent: Saturday, December 26, 2020 12:20 PM
To: bschumacher@cityoflakewood.us.
Cc: Barbara Wyatt <Barbara@linnlarsen.com>
Subject: Letter of interest, City Council position

Ms. Schumacher,

This is to declare my interest in the Lakewood City Council position, soon to be vacated by John Simpson.

With roots in the city of Lakewood before it was a city and since 1999 with my wife Barbara (Wyatt) raising our family here, I now wish to serve the City in a more formal capacity.

My resume is attached. Below is a brief list of my experience that indicates my ability to serve Lakewood as a *quality* City Council Member.

1. Relocated to Lakewood in 1961 from Goldendale, Washington, age 14; my father to sell real estate and my mother to teach.
2. My mother, Marjorie Larsen, taught and Counseled at Clover Park and Lakes High Schools; my father, Leonard O. Larsen, sold real estate at Harold Allen Company. We became "founding family" members of St. Francis Cabrini Catholic Church.
3. Graduated Lakes High School, 1965.
4. Worked weekends and summers during high school and college in residential construction for Lakewood homebuilder Ward Melby Construction, building homes and apartments.
5. Obtained real estate license, sponsored by Harold A. Allen.
6. Graduated University of Washington 1969, BA Business, major field Real Estate and Urban Development
7. Hon. discharges from the U.S. Air Force, U.S. Marines, and U.S. Army. Served active duty only in U.S. Army, 50th Gen. Hosp. Btn., however (Vietnam era).
8. Successful career in industrial and commercial real estate brokerage and development here.

9. Married Barbara Wyatt, September 23, 1988.
10. Moved to Lakewood in 1999 to raise our family. Have resided at 11531 Clover Crest Dr. SW, to this day. We are the second owners of this home, the first being the Zarelli family.
11. Past Scoutmaster, Troop 51, St. Mary's church
12. Served on Lakewood Redevelopment Advisory Board for 10 years.
13. Other community service: Currently on executive committee and State Board of Directors delegate to Washington State Builders Association (WSBA) from the Master Builders Association (MBA) of Pierce County; past Pacific Harbors Council, Boy Scouts of America Board of Directors and Executive Committee; with wife Barbara each achieved the Silver Beaver award (the highest award available for service to Scouting at the Council level), Boards of Directors of Tacoma Rotary 8, American Red Cross, March of Dimes, City of Tacoma beautification committee (which initiated the redevelopment of Schuster Pkwy. in Tacoma).
14. With wife Barbara have successfully raised three sons in Lakewood, all Eagle Scouts.

With enthusiasm, I look forward to an interview!

Best regards and best wishes in this holiday season,

Linn

Linn Larsen, SIOR linn@linnlarsen.com 253-589-2222



Linn Larsen, SIOR

Director

Linn Larsen, LLC

Commercial/Industrial Realtors

P. O. Box 2061

Tacoma, WA 98401

Office: 253-589-2222

Mobile: 253-381-6747

Email: linn@linnlarsen.com

www.linnlarsen.com



[The Law of Real Estate Agency Pamphlet](#)



Linn E. Larsen, SIOR

Managing Director
Linn Larsen, LLC

CAREER HIGHLIGHTS

Linn E. Larsen, SIOR, re-established Larsen Commercial/Industrial Realtors in July 2010 after ten years as a Vice President with GVA Kidder Mathews in Tacoma, WA. Previously Linn was the owner and President of Linn Larsen, Inc., an industrial real estate brokerage and consulting service. Linn has over 45 years of commercial real estate *problem-solving experience*, specializing in industrial acquisition, sales, leasing, consulting, and development services for the Puget Sound, Port of Tacoma area and Kent Valley. He also has substantial residential and industrial real estate development experience with emphasis in the areas of land use, permitting, sensitive areas, wetlands, personally and professionally creating and operating conservation easements, and surface water management. Linn's extensive experience and time in the business has given him the reputation of being one who solves problems, gives excellent advice and accurate market views. In 2008, Linn published "Our Economic Condition", which predicted that the coming economic recessive condition was evident.

EDUCATION/EXPERIENCE

Linn graduated from the University of Washington in Seattle, Washington, B.A.B.A., Real Estate and Urban Development.

INDUSTRY INVOLVEMENT/COMMUNITY SERVICE

- Board of Directors – Pierce County Master Builders Association
- Tacoma Rotary #8 Senior Active Member, Past Board of Directors
- SIOR Designee, Past President, SIOR Seattle Chapter
- Member, Center for Advanced Manufacturing Puget Sound (CAMPS)
- Past Chairman, Tacoma Pierce County Private Industry Council
- Past City of Lakewood Redevelopment Advisory Board Chairman
- Boeing/Microsoft FIRST Seattle Competition Judge, Former and
- Charter Member, FIRST Washington State Executive Advisory Board
- Boy Scouts of America, Pacific Harbors Council past Lakes District Chairman, former V.P. Finance & Executive Advisory Board. Scoutmaster, Silver Beaver Award, Troop 51, Lakewood, WA
- American Red Cross, Past Secretary, Executive Board of Directors



Selected Client List:

American Red Cross
Bank of Olympia
Bennett Industries, Inc.
Birds-Eye Foods
Blackrock Industries
Boy Scouts of America
Burlington Northern Santa Fe Railroad
City of Tacoma
Columbia Bank
Dinner Out, LLC
Eaton Properties
Frank Russell Company
Larsen Land, LLC
Lowe's Corporation
McMillan Piper
Milgard Manufacturing
MultiCare Medical Centers
Northwest Building Corp
Nyssen Maule, LLC
Oshkosh Truck Corporation
Pierce Conservation District
Pacific Steel & Recycling
Pierce County – Transportation Facilities
Pierce County Fire Protection District #3
Port of Tacoma
Print NW, Inc.
Public Storage, Inc.
Reynolds Metals Co.
Rosen Supply, Inc.
Safeway Stores
Shell Oil Company
Simon Johnson, LLC
Southern Financial Group
State of Washington
Tacoma Screw Products
TouchStone Northwest
Union Pacific Railroad
Wells Fargo Bank
Westside Bank
Weyerhaeuser Company
Latitude 47 Commerce Center
EcoLube Recovery, LLC. Can

Commercial/Industrial/Investment Real Estate Experts Since 1974

PO Box 2061, Tacoma, WA 98401 Phone: 253.589.2222

Email: linn@linnlarsen.com

January 8, 2021

RE: Letter of Interest to run for Lakewood City Council

To whom it may concern:

My name is Aminah Othman and I am the Education Program Coordinator for the Education Department at Pierce College. I have lived in Lakewood for just under three years, and I plan to run for Lakewood City Council in the 2021 election year. I was born in Chicago, Illinois and attended most of my early schooling in different suburbs of the Chicagoland area until my family moved to Cedar Rapids, Iowa my senior year of high school where I graduated in 2005. I attended Kirkwood Community College in Cedar Rapids where I received my Associate's Degree and continued on to Coe College in Cedar Rapids where I graduated with a Bachelor's Degree in psychology in 2010. Since then, I have spent most of my career in education. I travelled to South Korea to teach English for a year and ended up staying for six years teaching at various academies. It was here that I met my husband who was serving in the military. In 2018, he was transferred to JBLM and we started our lives together here in Lakewood. My husband and I also became first time home owners this year, and it was very important to us to buy our home in Lakewood. Not only did we fall in love with the city when we first got here, but I knew I wanted to have an active role in the community.

The Lakewood community is quite important to me, so naturally, my enthusiasm to take part in local government has only been growing. When a position opened up for the election in March, I knew it was the right time for me to step up. I feel, as I continue searching for new opportunities to learn and grow with the community, a good next step would be to become more active in local politics. I also feel that my go-getter attitude, leadership skills, and honesty is well-suited for a position for the people. Looking at the demographics of Lakewood, I truly believe that I embody the citizens of Lakewood quite well.

I consider myself to be a very civic-minded person and have been actively trying to engage in the community. In September, I became a member of the SWAC (Solid Waste Advisory Committee) for Pierce County. One of my biggest passions is recycling/sustainability and taking care of our planet. In the short time I've been on this committee, I've learned just how many parts are involved in different areas of government. In spite of this, I've seen just how many people care and how diligently people work to make Lakewood a great place to live.

My interest in this City Council position is my desire for helping people. I was never really interested in politics growing up and I never considered myself to be a person built to be in any sort of elected position. However, the last couple of years has changed this for me. I still would not consider myself that person, but my view on the kinds of people in office has changed considerably.

It is true that I am lacking in certain areas, one of those areas being experience. However, tenacity, compassion, and a genuine love of this city is only a fraction of what I have to offer. Should I get elected, I can promise as an elected member of Lakewood's City Council that will work hard for the people in this city. I would love the opportunity to work with the current members of City Council and continue making Lakewood a wonderful place to live. I greatly appreciate your consideration.

Aminah J Othman

C: (253) 219-7837 | aminahjothman@gmail.com | www.linkedin.com/in/aminahjothman

Summary of Qualifications

A passionate professional individual pursuing a new challenging career after spending more than six years teaching abroad. Strong ability to communicate with cultural sensitivity. Very capable collaborator with excellent organization and time management skills, great with budgeting and multitasking. Strong knowledge of Office Suite and Social media tools. Exceptionally dependable, adaptable, and willing to learn. Special focus on process improvement and a growth mindset. Willingness to follow direction and learn using all experiences as a tool for growth.

- 53+ typing speed
 - Ability to prioritize and organize work
 - Good oral and written communication skills
 - Ability to work independently
 - Intercultural competence
 - Self-starter and great teamwork
-

Experience

Education Program Coordinator

Pierce College at Fort Steilacoom

4/2020-Present

Lakewood, Washington

- Record, reconcile, monitor budget status, report budgetary issues, and produce final financial reports for Education programs and the Fort Steilacoom Parent Education Co-Op.
- Financial management of quarterly and annual federal and state filings necessary for 501(c)(3) non-profits including quarterly taxes, Labor & Industries reports Family Medical Leave reports, tax exemption status reports, property tax exemption renewal, non-profit corporation annual reports, employee W2s and W3s for Co-Op.
- Point of Contact for all Education and Co-Op programs operational vendors; Organize Co-Op parent and family events; Enrollment of families for Co-Op.

Photographer/Owner

AJOTH Photography

7/2018-Present

Lakewood, Washington

- Network and promote company and skills through in-person contact and social media which allowed for photography recognition and receiving a prize in photography contest curated by Viewbug.
- Boost subjects' appearance with natural and artificial light.
- Use a large range of photographic techniques and photography equipment.
- Explore and decide how to compose subjects.

English Teacher

CREO English Academy with DYB Language Schools

6/2016-7/2018

Gangnam, Seoul, South Korea

- Configured Dropbox by updating file names and put into effect a new system for naming files for easy access which was more straight-forward for use with new teachers and other

Aminah J Othman

campuses along with better organization resulting in less clutter and easier management of files.

- Managed 1st grade, which included producing and maintaining materials, supervising the training of new teachers, and enriching the curriculum.
- Reviewed colleagues' work and mentored them for improvement.
- Placed students into classes and mentored them through essay and speech contests.

English Teacher

YBM Adult Language Institute

3/2014-12/2015

Jongno, Seoul, South Korea

- Collaborated on several course material projects while holding weekly meetings to coordinate on tasks such as managing book lengths and difficulty level which resulted in entire overhaul of books generating more comprehensive lessons for students and teachers.
- Directed the creation of material for business, media, current events, and low-level English classes for adults.
- Received and processed students applications and conducted English assessment interviews.
- Prepared and maintained accurate documentation of students.
- Level tested adults and assisted them in class placement.

English Teacher

SLP Language Institute

8/2013-2/2014

Cheongna, Incheon South Korea

- Created and prepared material for a new Kindergarten.
- Introduced 5 and 6-year-old Korean students to the English language (Homeroom teacher to 6-year-old students).
- Worked as the school photographer, most specifically on field trips and special events.

English Teacher

Hyundai Language Institute

8/2012-8/2013

Garak, Seoul, South Korea

- Delegated the decorating for all school-related events and managed class schedules for changing classes which allowed for more efficient use of time and as a result student participation in school events increased allowing for more frequent experiences in the future
- Researched level-appropriate books for students and produced syllabi for multiple classes.
- Taught English to elementary and middle school students.

Sales Associate

Old Navy

11/2010-8/2011

Algonquin, IL

- Kept store clean and organized while assisting customers with questions.
- Managed the fitting room while organizing and folding clothes.
- Helped coworkers with duties as needed

Education

Aminah J Othman

TESOL Certification

Sea English Academy

2012

Schaumburg, IL

Bachelor of Arts in Psychology

Coe College

2010

Cedar Rapids, IA

Associates of Arts in Liberal Arts

Kirkwood Community College

2008

Cedar Rapids, IA

From: Julian F. Wheeler, JD
Email: Julianfwheeler@aol.com

Wednesday, January 13, 2021

City of Lakewood
Attn: City Clerk at bschumacher@cityoflakewood.us.

Re: Vacancy, Lakewood City Council, Position 5.

Your Honors,

Please accept this letter of interest as my application for the above-referenced position.

My name is Julian F. Wheeler. I live, work, pray, and (let's not forget) drink coffee in Lakewood.

Lakewood inspires me. After I was medevac'd out of a combat zone in Afghanistan, and soon thereafter diagnosed with cancer, I saw how Lakewood supports active duty personnel and disabled military veterans like me undergoing trying circumstances.

Through the American Lake Veterans Affairs Medical Center, along with several health care providers in and around Lakewood, I was cared for as I grappled with cancer, my service connected disabilities, and my endeavors to improve my health, including at the Lakewood Family YMCA.

Living in Lakewood has confirmed my belief that this is a community that is welcoming, inclusive, diverse, economically vital, and generous towards all, including those in need. I feel safe enough here to practice the virtues of brotherly love, relief, and truth. In Lakewood, one can get a home, conduct business, & raise a family.

I come with skills, experience, and a perspective on our shared future. My education includes a BA in political science, a doctorate in law, and one quarter as a non-degree seeking student at UWT's School of Business.

My experience includes work as a municipal legislative assistant, grassroots neighborhood activism, and volunteer work on municipal, county, and state committees. Elsewhere, I volunteer for a veteran service organization, our local elections office coordinating election observers, and currently as head of a local Masonic lodge that includes ensuring Covid-19 provisions are distributed to those in need, including widows and orphans. More recently, and quite unexpectedly, I have learned what it's like to be part of the community of victims of crime as I found a death threat on my porch pertaining to my service as Presidential Elector. This adds to my longstanding support of our local police, EMT's, and other first responders, particularly in this time of lockdown.

My perspective is borne of supporting and leading efforts to make our communities healthy, sustainable, and welcoming to all, regardless of race, belief, disability, or other class attributes. I am inspired to make the system work for both the majority and the marginalized. As a disabled veteran, I know that as a system is made to work for the disabled, it works better for everyone. I say this as a disabled veteran, cancer survivor, LGBT community member, Latinx (Mestizo/Mixtec Indian background), upbringing in a single-mother-headed household, and more recently as a victim of crime.

Thank you for your work, as well as consideration.

In service,

Julian F. Wheeler, Lakewood Resident.

JULIAN F. SAUCEDO WHEELER

Home Land and Voice Mail Line: 253.964.2173; Email: Julianfwheeler@aol.com

EDUCATION

University of Washington: School of Law; College of Arts & Sciences

June 2004, Juris Doctorate Degree; June 2005, Member, Washington State Bar Association

Honors: Recipient, King County Bar Minority Scholarship; Recipient, Sussman Award; Activities: Sec'y, UW Student Bar Assn.; Member, Admissions Committee; President, Latino Law Student Assn.

June 1992, Bachelor of Arts, Political Science

Honors: Recipient, Senator Henry "Scoop" Jackson Scholarship; Activities: Secretary Clerk, ASUW Student Assembly

Seattle Police Department, Community Police Academy: September to November 2007

WA State House Campaign Committee, Campaign Management Training, UW Pack Forest, March 1992

Lean Six Sigma, October 2014, Workforce Central, Joint Base Lewis-McChord.

Boots2Business Entrepreneurial Course, October 2014, Army Career Alumni Program, Joint Base Lewis-McChord & University of WA Tacoma.

Business Analytics and Business Intelligence, Spring Quarter 2015, Milgard School of Business, University of WA Tacoma.

PROFESSIONAL EXPERIENCE

Julian F. Wheeler, Attorney, PLLC: September 2015 – Present; Lakewood, WA.

Principal: Law practice covering estate planning, including generating and meeting with clientele to draft and finalize wills, health care directives, powers of attorney, and revocable living trusts. Maintaining accredited status with Veterans Administration for military veteran advocacy.

United States Army: February 2011 – September 2015; Joint Base Lewis-McChord (JBLM), WA.

Soldier: Completed basic combat training with Honor Platoon at Ft. Sill, OK, advanced individual training at Sheppard Air Force Base, TX, regular duty posting at JBLM, humanitarian construction deployment to Thailand in 2012, and combat deployment with engineer company to Afghanistan in 2013. MedEvac'd in October 2013. Assigned to Warrior Transition Battalion from November 2013 to September 2015.

Hardman & Johnson, Attorneys At Law: July 2005 – December 2010; Seattle, WA.

Contract Attorney: Composing and filing guardianship reports and accounting for clients with guardians. Duties include appearing in court and following up on client matters, many including complying with deadlines. Other work included trust law, estate planning, last wills and testaments.

City of Seattle Legislative Department: November 1999 – August 2001; Seattle, WA.

Legislative Assistant: Performed constituent service for Council Member Jim Compton. Included community outreach & office tasks such as database development. Analyzed & tracked legislation. Attended evening community meetings, i.e., neighborhood district councils, partisan groups, communities of faith, etc. Gained support and funding for community programs. Fielding questions from the public, including the application of city ordinances, i.e., land use, zoning, civil rights, civic engagement, WTO & Mardi Gras follow up.

Jim Compton Campaign for Seattle City Council: July – November 1999; Seattle, WA.

Field Coordinator: Prioritized volunteer tasks such as placing yard signs, greeting commuters, distributing literature; coordinated volunteers, and persuaded party, neighborhood & faith community activists to endorse candidate. Hired as paid staff after Primary Election.

King County Records & Elections: Election Board Worker Coordinator, August 1995 – March 1997, Aug – Sept 1999; Seattle, WA; & Major Political Party Coordinator; Election Manual Recount Team, November - December 2004; Tukwila, WA: Applied election law by coordinating staffing of King County election board official 'poll-worker' positions for special and regular elections. Developed a succinct one-page public service announcement that clearly laid out the responsibilities of poll-workers, providing qualified applicants with a precise idea of expectations. Put on countywide training sessions for district party volunteer coordinators. Managed feedback & complaints, and contacted poll workers after elections regarding feedback or discrepancies. Recount team duties included manually recounting voted ballots & deciding to send ballots to Canvassing Board if deemed necessary.

REFERENCES: Speaker Frank Chopp, 360.786.7920; Chris Carnell, 206.909.3692; and Michael Johnson, 206.623.3030.

VOLUNTEER EXPERIENCE

Pierce County Accessible Communities Advisory Committee: October 2015 – Present: Tacoma, WA.

Chair (January 2018 – Present): Lead volunteer committee, analyze accessibility projects brought before membership to consider for advancing to state level Accessible Communities Subcommittee of the Governor's Committee on Disability Issues and Employment. Conduct meetings, outreach to public, advise county government on disability issues, coordinate member activities, serve as spokesperson, initiate and plan agenda for monthly and annual planning meetings, and generate public interest in improving accessibility through capital projects.

Pierce County Election Observer Group: October 2015 – Present: Pierce County, WA.

Coordinator of one of three Pierce County Election Observer Groups. Conduct outreach and recruitment for annual election observer trainings at Elections Center. Communicate with trained observers on available volunteer slots during election cycle. Emphasize duty to spot discrepancies or mistakes in ballot handling. Ensure group representation at County Canvassing Board meetings. Advocate for observers to Elections office.

Veteran Serving Organizations: August 2015 – Present.

Member & Chapter Service Officer (CSO), Disabled American Veterans (DAV), Harmony Chapter No. 18, Lakewood, WA. As member, attend membership meetings and volunteer at local activities. As CSO, volunteer weekly to assist veterans with navigating claims process with VA, including generating and filling out claim forms and submitting them to National Service Office in Seattle. Attained VA Accreditation in 2016.
Member, AMVETS Post No. 1, Tacoma, WA. General Member. Attend post meetings & services; march in Auburn Veterans Day Parade.

Ad hoc Committee to Establish a Seattle disAbilities Commission (CESDC): October 2008 – August 2010: Seattle, WA.

Founder and Lead Volunteer Convener: Proposed creation of Seattle Commission for People with disAbilities (SCPD). Organized ad hoc coalition of individuals and organizations in support. Contacted Seattle City Councilmembers, including in appointments and speaking at Budget Committee public hearings throughout Seattle, and public speaking to community organizations to garner support. Lead author of letter to Mayor of Seattle in July 2009 formally requesting creation of commission. Negotiated legislative outcome via budget process and resolved & mediated conflicts with other disability stakeholders. Made legislative presentations to city disability stakeholders, attended community meetings, and responded to inquiries on budget and fiscal issues from various sources concerning proposal, including: senior city staff, councilmembers, legislative staff, the public and media. Analyzed situations quickly and objectively and determined proper course of action; used appropriate independent judgment to make decisions of a technical or legislative nature to support proposal. In 2010, observed implementation of SCPD formally dissolved CESDC in August.

Seattle Human Rights Commission: June 2006 – June 2009; Seattle, WA.

Member: Advocated for justice and equal opportunity, advised the City of Seattle and its Office of Civil Rights (SOCR) on human rights issues, and collaborated with public and private sectors in order to educate them on methods to prevent and eliminate discrimination city-wide. Served on Discrimination Appeals Committee: As one of a number of attorneys on the Committee, determined whether SOCR's findings on charges of discrimination should be affirmed or remanded to the SOCR office for further investigation. Committee heard employment, housing and public accommodation cases. Resigned in June 2009 to initiate and lead proposal to form, fund, and staff Seattle Commission for People with disAbilities.

Roosevelt Neighbors Alliance: September 1989 – February 2000; Seattle, WA.

Board Member: Served as President, V.P., and Secretary. Set up 'RNA' web site in 2000 with assistance of Seattle Department of Neighborhoods. Lobbied for UW student universal bus pass ("U-Pass") after idea was first proposed by RNA in 1990. Group instrumental in neighborhood obtaining grocery store at NE 47th Street and Roosevelt Way NE and preventing more detrimental impacts to surrounding community.

University Heights Community Center: April 1998 – July 2002, September 2007 – January 2011; Seattle, WA.

Board Member: Participated in executive director selection processes in 2001-2002 and 2009. In 1989 SUAC community survey, made first proposal for farmers market on grounds of University Heights Elementary School. Pressed for adding and maintaining disAbility access to facility. Recipient, **2009 UDBIA Economic Development Award, Greater University Chamber of Commerce.**

Hispanic Community: March 1993 – Present; Seattle, WA. Board Member, Secretary, Hispanic Seafair Organization: Coordinated Hispanic Seafair Festival Booths. Drafted Press Releases and Maintained Press Contacts and Relations.

Board Secretary, WA Hispanic Chamber of Commerce, 1995-1999: Seattle, WA, and vicinity. Helped organize annual banquet; drafted minutes.

OTHER VOLUNTEER & "EXTRACURRICULAR" ACTIVITIES:

Board Member, University Family YMCA (1996-2006); Seattle, WA: Volunteer, contributor, Bill Gates Youth Development Center. Volunteer for 'teen feeds' & Partners with Youth campaign 1994 to present (Lakewood Family YMCA, beginning in 2016). Pressed for disAbility access.

Participant, United Way Project Leadership Effectiveness and Diversity (LEAD), Class of 1997.

Charter Supporter: U.S. Holocaust Memorial Museum, 1993.

Member, Wounded Warriors Project, following combat deployment to Afghanistan, November 2013 to present.

Lodge Master, Parkland-Lakewood Lodge No. 299, Free & Accepted Masons, Grand Lodge of Washington, November 2017 to present (Lodge Master, beginning November 2018; Master Mason since November 2012 at Henry A. Greene Lodge No. 250).

Participant, Sweat Lodge for Military Veterans, Puyallup Tribe, Beginning March 2015.

INTERESTS: Gym Exercise, Hiking, Bicycling, Writing, Voter Registration, Casual Chess, Daily Bible Study, Improv, & 2 Blue Star Family (pre-enlistment), Improv, Amateur Stand-up.

Ken Witkoe

7301 91st Ave. CT SW Lakewood, WA 98498 | 253 227 7519 | kenwitkoe@gmail.com

12/11/20

Mayor Don Anderson and Lakewood city council

City of Lakewood

6000 Main Street SW, Lakewood WA 98499

Mayor Don Anderson and Lakewood city council:

My name is Ken Witkoe and I have been a resident of Lakewood since 2004. With humbleness and respect I am requesting that the Lakewood City Council consider my application to fill the seat vacated by councilmember John Simpson.

As noted in my resume, over the last three decades I have served in various volunteer opportunities in the Lakewood area – even before its incorporation. After becoming a resident of Lakewood, I served on the Arts Commission, volunteered at SummerFest running the arts Commission stage as well as helping run the dunk tank to raise funds for Lakewood Officer's Charity. I was recruited to the city from the Pierce County Sherriff's Depart to become the 1st reserve officer in Lakewood and help start the reserve program. Currently, I am the chair of the Public Safety Advisory Committee and am involved in other events and committees serving Lakewood including Partners for Parks.

In my review of the city's the current legislative agenda and Goals, Strategic Plan and Vision statement, I am in full agreement and wish to help see this agenda pushed forward and implemented. I would like to see continuation of the city's vision of creating attractive neighborhoods, a vibrant and welcoming downtown that encourages economic and community interest, and activities. As well as the many items the city is focused on, I would also like to explore how to foster additional entrepreneurial opportunities for our citizens and not just fight predatory lending, but predatory lending that is targeting the most vulnerable in our city. Furthermore, I would like to help the city hit the 85% citizen satisfaction goal for the Lakewood Police Department. I believe there is a symbiotic relationship between the LPD and organizations and programs like LASA and the Rental Housing Safety Program, that help reduce homelessness and create a safe and vibrant city. Playful and safe parks, top tier schools, community and technical colleges, embracing diversity and being supportive of JBLM, its service members and their families, are all super important components to making Lakewood a family and business friendly city.

I believe that my years of experience in the community, my willingness to work in a team environment, and commitment to be a lifelong learner will allow me to be an immediate asset on the council.

Sincerely,

Ken Witkoe

KEN WITKOE

kenwitkoe@gmail.com ♦ 7301 91st. Ave. CT SW Lakewood, WA 98498 ♦ 253 227 7519

OBJECTIVE

Appointment to Lakewood City Council

EDUCATION

South Seattle

B.A.S. Professional Technical Teacher Education and
Instructional Design 3.99 GPA

Dean's list

Phi Theta Kappa

Marshalltown Community College

Associate of Arts

Dean's list

Phi Theta Kappa member

Outstanding Student award in speech communications

4.0 GPA

EXPERIENCE

Bates Technical College ♦ 2320 So. 19th St. Tacoma, WA 98405

Instructor, Broadcast Video Production Feb 7, 2014 – current

As the Broadcasting/ Audio/ Video Production instructor, I am responsible for providing competency based training to students in a manner that prepares successful program graduates for entry-level employment in the Broadcasting Video Production industry. I participate collaboratively and professionally with faculty and staff to promote the general well-being of the department and college, and collective and individual interest of its staff and student body as well as the following items:

- Perform classroom and lab management in a manner that ensures a suitable learning environment.
- Develop and maintain full program curriculum documentation in accordance with the approved college format that is consistent with current industry or business standards.
- Mentor, encourage, counsel and guide students toward the completion of program requirements, course assignments, interpersonal relationships, career goals and responsible work habits

- Requisition and maintain control of and safeguard inventories of equipment and supplies assigned to the program
- Monitor program budget and assure compliance with College budget procedures.
- Maintain and coordinate the maintenance of program computers, servers and software.
- Actively contribute to, and participate in, college-wide activities in support of regional accreditation and state and federal requirements.

Expressed Image Productions ♦ 7301 91st Ave CT SW Lakewood, WA 98498
Small business owner of aerial photo and video, and video production - current

Marshalltown Community College ♦ 3702 S. Center Marshalltown, IA 50158

Director / Producer Sept 2012 – February 2014

Marshalltown Television and Marshalltown Community College TV Producer and Director. Play by play announcer and feature reporter and segment producer.

PFS Financial Services ♦ 7301 91st Ave. CT SW Lakewood, WA 98498

Financial Services Consultant Sept 2001 – August 2012

Recruited, lead and trained personal financial consultants to passionately educate and assist families in achieving debt freedom and financial independence. I advised and educated company managers, employees, and HR personnel on company 401k, SEP, Simple, 403b and other retirement plans. I maintained constant and follow-up clients to solve service concerns and other issues as needed on a daily basis. Prepared detailed financial reports for clients current financial situations and a road-map of advice on ways to achieve their financial goals. I was required to complete state and federal training certificates and licenses as well as continuing education of financial products.

Eagle TV ♦ P.O. Box 1056 Ulaanbaatar, Mongolia

Television Station Supervisor February 1996 – August 1998

Supervised a staff of 20 to 25 people. In charge of planning, scheduling and directing programming. Supervised the first ever non-state controlled newsroom in Mongolia. Assigned news projects to appropriate reporters. Made contacts and appointments with dignitaries from state and local government, as well as many directors of NGOs to discuss Eagle TV and how we could be of service in the local communities. Directed and produced news stories and local programming. In charge of all production areas. I was the English section reporter. Quality control supervisor on all productions and features.

Quality control supervisor and trainer for all on-air master control switching, and served as traffic assistant. Produced and maintained weekly reports for the television board of directors.

KTBW TV 20 ♦ 1909 S. 341st Place Federal Way, WA 98003

Television Production Manager February 1988 – February 1996

Supervised and trained production and master control staff. Directed and produced live television broadcasts. As the Public Affairs director, I researched private, public, nonprofit and for-profit, businesses and scheduled appointments with city, county and state government officials and leaders of these organizations to set and perform interviews for live public affairs programs. Attended quarterly ascertainment meetings and other events as required. Met with television hosts and special guests to guide them through the live broadcast. Was on-air host/ talent of live talk show and public affairs broadcast.

VOLUNTEER AND COMMUNITY SERVICE

Current

- Lakewood Public Safety Advisory Committee, Chair
- Partners for Parks, board member
- LH Bates Program Sustainability and Analysis Committee
- Harrison Prep Advisory Committee
- Clover Park School District Advisory Committee
- Union Steward – L.H. Bates
- Fife High School Advisory Committee
- Franklin Pierce School District Advisory Committee
- L.H. Bates Commencement Committee

Past

- Pierce County Sheriff's Department: Commissioned law enforcement deputy 4/1993 to 6/06
- L.H. Bates Diversity Committee Pierce County Criminal Justice Task Force – 1 year appointment
- Court Appointed Special Advocate for Children (CASA) – 2006 / 07
- Lakewood Arts Commission – 3-year board member
- Boys and Girls Clubs of America – past seasonal football coach
- University Place Youth Programs – past seasonal baseball and basketball coach.
- Official for Upward Youth Basketball 2013/14
- House of Compassion 2013/14
- L.H. Bates eLearning Committee
- L.H. Bates Health and Safety Committee 2016/20

◇ References upon request

Ryan Zilker
8019 116th Street Ct. SW
Lakewood, WA 98498
949.285.5055
rzilker@yahoo.com

January 12, 2021

Lakewood City Council
6000 Main Street SW
Lakewood, WA 98499

Dear Lakewood City Council:

I submit my resume for your consideration to fill the vacant City Council Position 5.

In late 2018, while still living in Southern California, I accepted a job offer with a local credit union. On my final, pre-move visit to the area I was still undecided on where to settle when I stumbled upon a local development. Fast forward nearly two years later, and I'm a proud resident of Lakewood.

When I was still new to the area and people asked where I live, I'd proudly declare Lakewood. It was only after a few shocked, pitiful faces in reply that I began to understand the undue reputation Lakewood had developed. The urban legends began to emerge, but they didn't match the reality of my experiences in the city nor with my neighbors. The people I have met are kind, generous, and fiercely proud of this city and their community.

Professionally I have served on councils and boards for years; I am currently the president of my HOA. While good training, I realize these roles pale in comparison to the weight of responsibility of serving on the City Council.

I am interested in serving the residents of Lakewood in this capacity because I want to be part of continuing to build this thriving city. As the regional South Puget Sound economy expands, so too do opportunities for economic growth in Lakewood. I want to be part of the economic development in our city, which will be critical to expanding infrastructure, public safety, and community development opportunities.

If selected, I would apply some of the things I've learned in my career:

- Curiosity - my learning curve will be steep, and I commit to reading, asking questions, and seeking to understand;
- Connection - I believe that relationships are built by making personal connections with colleagues and the community by demonstrating respect and maintaining professionalism;
- Character - while not yet perfect, I hold myself to the highest standards of ethical behavior.

It would be an honor for me to join the Lakewood City Council and to be a part of leading Lakewood into 2021 and beyond.

Sincerely yours,

Ryan Zilker

Ryan Zilker

Credit Union Executive

Forward-thinking Senior Executive with proven record of accomplishment in financial services during 20+ year career. Driven and ambitious change manager dedicated to continuous business improvement focused on enhancing revenue and streamlining business operations. Diligent in driving profit maximization through multifaced marketing and business approaches.



Work History

2019-03 -
Current

Senior Vice President / Chief Marketing Officer

Sound Credit Union, Tacoma, WA

- Plan strategically for development of transformation roadmap as executive.
- Develop measurement tools, dashboards and reports to track metrics on adoption and effectiveness of initiatives.
- Oversee the planning, development, and execution of Sound's marketing and advertising initiatives.
- Responsible for generating revenue by increasing membership and up-sells/cross-sells through effective marketing.
- Ensure that Sound's message is clearly articulated across channels and to target audiences in order to exceed growth goals.

2016-02 -
2019-02

Marketing Director

Western Growers Association, Irvine, CA

- Led, planned, and directed the long term brand strategies for the Western Growers Family of Companies.
- Oversaw the strategic development, implementation, and day-to-day management of marketing plans, programs, and events to drive awareness, participation and profitability.
- Deployed well-coordinated events and marketing



Contact

Address

Lakewood, WA, 98498

Phone

(949) 285-5055

E-mail

rzilker@yahoo.com

LinkedIn

<https://www.linkedin.com/in/ryanzilker/>



Skills

Strategic marketing and planning

Performance metrics analysis

Product development and management

Staff development

Events

campaigns to facilitate smooth and successful member engagement.

- Implemented marketing automation to measure and increase website traffic and digital engagement.

2010-12 -
2016-02

Senior Manager

CO-OP FINANCIAL SERVICES, Rancho Cucamonga, CA

- Developed key marketing and product development strategies as supported by consumer and credit union and consumer trends.
- Performed in-depth and ongoing analysis of competitors' products to guide product development.
- Managed the marketing strategies to maximize understanding and impact throughout the organization.
- Created and maintained management systems that allow measurement of strategic success against key metrics.
- Create and execute an annual market research plan to support the marketing and product development areas.
- Previously served as B2B Marketing Manager and Senior Manager of Card Payments and Event Marketing .

2001-01 -
2010-01

Vice President of Marketing & Sales | Chief Marketing Officer

American First Credit Union, La Habra, CA

- Administered strategic planning and reporting for senior executive team and board of directors.
- Trained, evaluated, and managed 5 direct reports and 50 total employees for optimal sales and service.
- Increased pull-through rates on approved loans by 6% in 4 months by introducing a data based marketing approach.
- Improved profit per checking account by more

than 200% through product redesign and repricing.

- Increased market share by more than 50% with community initiatives in local markets.
- Boosted non-interest income by \$100K per year by negotiating new agreements.



Education

2003-09 -

MBA

2006-01

California State University - Fullerton - Fullerton, CA

1993-09 -

Bachelor of Science: Applied Ecology

1997-01

University Of California, Irvine - Irvine, CA