



## LAKWOOD CITY COUNCIL AGENDA

Monday, November 1, 2021

7:00 P.M.

City of Lakewood

City Hall Council Chambers will **NOT** be open for this meeting. This will be a virtual meeting **ONLY**.

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 visiting <https://us02web.zoom.us/j/86872632373> or calling by telephone: Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373.

**Virtual Comments:** If you would like to provide virtual Public Comments or Testimony on Public Hearings 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 or Public Hearings portion 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 or Public Hearings portion 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.

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.

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Page No.

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### PROCLAMATIONS AND PRESENTATIONS

- (5) 1. Proclamation declaring November 11, 2021 as Veterans Day and the month of November 2021 as Veterans Appreciation month.
2. Youth Council Report.
3. Clover Park School District Report.

*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.*

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

- (6) A. Approval of the minutes of the City Council meeting of October 4, 2021.
- (13) B. Approval of the minutes of the City Council study session of October 11, 2021.
- (17) C. Approval of the minutes of the City Council special meeting of October 13, 2021.
- (19) D. Approval of the minutes of the City Council meeting of October 18, 2021.
- (24) E. Approval of the claims vouchers, in the amount of \$1,510,715.54, for the period of September 16, 2021 through October 20, 2021.
- (72) F. Approval of payroll checks, in the amount of \$2,518,806.79, for the period of September 16, 2021 through October 15, 2021.
- (74) G. Motion No. 2021-71  
  
Authorizing the execution of an agreement with Gordon Thomas Honeywell Governmental Affairs, in the amount of \$60,120, for State government relations services.
- (82) H. Motion No. 2021-72  
  
Authorizing the execution of an agreement with Johnston Group, in the amount of \$56,700, for Federal government relations services.
- (95) I. Motion No. 2021-73  
  
Authorizing the adoption of the 2022 Federal, State and County Legislative Priorities.
- (140) J. Motion No. 2021-74  
  
Authorizing the execution of agreements to acquire 10.47 acres of land near Wards Lake Park.

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<http://www.cityoflakewood.us>

(244) K. Motion No. 2021-75

Authorizing the execution of a professional services agreement with Global IT Resources, in the amount of \$75,000, to update the Rental Housing Safety Program (RHSP) software.

(252) L. Motion No. 2021-76

Authorizing the execution of a contract with Brown and Caldwell, in the amount of \$271,377, for the engineering alternatives evaluation for Clover Creek.

(275) M. Motion No. 2021-77

Reappointing Darryl Owens and Phillip Raschke to serve on the Lakewood Arts Commission through October 16, 2024.

(282) N Motion No. 2021-78

Appointing Megan Dempsey to serve on the Lakewood's Promise Advisory Board through May 21, 2024.

(285) O. Motion No. 2021-79

Appointing Brian Parsons to serve on the Planning Commission through December 15, 2023.

(288) P. Resolution No. 2021-12

Approving and authorizing the amendment to the City Council Rules of Procedure.

## (306) Q. Items filed in the Office of the City Clerk:

1. Parks and Recreation Advisory Board meeting minutes of July 27, 2021.
2. Planning Commission meeting minutes of October 6, 2021.

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

(310) This is the date set for a public hearing on the 2021-2022 Mid-Biennium Budget Adjustment Ordinance.

(380) This is the date set for a public hearing on the 2022 Property Tax Levy Ordinance.

*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.*

- (393) This is the date set for a public hearing on the American Rescue Plan Act (ARPA) Program Budget Ordinance.
- (405) This is the date set for a public hearing on the 2022 Comprehensive Plan amendment docket.

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

- (495) Motion No. 2021-80

Authorizing the execution of an agreement with the Clover Park School District, in the amount of \$68,450, for the 2021 Warriors of Change program.

- (502) Motion No. 2021-81

Authorizing the execution of an agreement with Habitat for Humanity, in the amount of \$242,000, to fund off-site utility and street improvements for the Boat Street project.

- (520) Motion No. 2021-82

Authorizing the execution of an agreement with Pierce County, in the amount of \$500,000, for the Business Accelerator Program.

- (538) Motion No. 2021-83

Authorizing the execution of an agreement with West Pierce Fire and Rescue, in the amount of \$230,000, for operations center equipment improvements, acquiring HAM radios and providing emergency messaging in multiple languages.

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

- (556) Tree Preservation Code Update.

### **CITY COUNCIL COMMENTS**

### **ADJOURNMENT**

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<http://www.cityoflakewood.us>

# CITY OF LAKEWOOD



## PROCLAMATION

**WHEREAS**, members of the Army, Air Force, Navy, Marines, Coast Guard, and Merchant Marine have answered a high calling to serve and have helped protect and secure the United State of America at every turn; and

**WHEREAS**, the United States of America's veterans answered the call when asked to protect our nation from some of the most brutal and ruthless tyrants, terrorists and militaries the world has ever known; and our veterans stood tall in the face of grave danger and enabled our nation to become the greatest force for freedom; and

**WHEREAS**, our country is forever indebted to our veterans for their courage and exemplary service; and

**WHEREAS**, we honor those who laid down their lives in freedom's defense and made the ultimate sacrifice for our benefit; and

**WHEREAS**, on Veterans Day, we salute the women and men who have proudly worn the uniform of the United States of America and the families who have served alongside them, and we affirm our sacred duty as citizens to express our enduring gratitude, both in words and in actions, for their service; and

**WHEREAS**, these brave men and women and their selfless sacrifices continue to inspire us today as we work to advance peace and extend freedom around the world; and

**WHEREAS**, as many veterans face overwhelming unknowns, through community collaborations we can ensure that those who have served their nation receive the resources they deserve; and

**WHEREAS**, their abiding patriotism and enduring devotion to the ideals on which the United States is founded provides a source of permanent inspiration to ensure our unwavering support as a community; and


**WHEREAS**, through their commitment to freedom, our veterans have positively impacted millions of lives and made our country and the world more secure, and the City of Lakewood resolves that their sacrifices will always be remembered.

**NOW, THEREFORE**, the Lakewood City Council hereby proclaim November 11, 2021 as Veterans Day and the month of November 2021 as

## VETERANS APPRECIATION MONTH

in the City of Lakewood and encourages all residents to recognize the valor and sacrifice of our veterans and to actively support our local veterans and their family members.

**PROCLAIMED** this 1<sup>st</sup> day of November, 2021.

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



## **LAKESWOOD CITY COUNCIL MINUTES**

Monday, October 4, 2021

City of Lakewood

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

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

Participant ID: 868 7263 2373

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### **CALL TO ORDER**

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

### **ROLL CALL**

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

### **PROCLAMATIONS AND PRESENTATIONS**

#### **Proclamation declaring the month of October as Healthcare Heroes month.**

COUNCILMEMBER BOCCHI PRESENTED A PROCLAMATION DECLARING OCTOBER AS HEALTHCARE HEROES MONTH TO LINDA ALDERSON, CHIEF NURSE EXECUTIVE, TACOMA GENERAL HOSPITAL, JOSH DUNN, PRESIDENT, PREMIER MEDIA GROUP, REPRESENTING THE TACOMA PIERCE COUNTY CHAMBER AND ECONOMIC DEVELOPMENT BOARD AND SHAWN FISHER, VIRGINIA MASON FRANCISCAN HEALTH SYSTEM.

#### **Proclamation declaring September 15, 2021 through October 15, 2021 as National Hispanic Heritage month.**

COUNCILMEMBER BELLE PRESENTED A PROCLAMATION DECLARING SEPTEMBER 15, 2021 THROUGH OCTOBER 15, 2021 AS NATIONAL HISPANIC HERITAGE MONTH.

#### **Proclamation declaring the month of October as Domestic Violence Awareness month.**

MAYOR ANDERSON PRESENTED A PROCLAMATION DECLARING THE MONTH OF OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH TO MS. SAMANTHA JOHNSON, CITY PROSECUTOR.

#### **Point Defiance Bypass Route Update.**

Andrew Austin, Sound Transit, Government & Community Relations Manager was joined by Anna Huntington representing Sound Transit as well as David Wright and Rob Eaton, representing Amtrak and Ron Pate representing WSDOT Rail.

Andrew Austin shared that the purpose of this presentation is to provide overview of process, procedures and timeline for the resumption of passenger service on the Point Defiance Bypass. Ms. Huntington, Activation Manager, provided an overview of the three project phases, noting that the systems integration testing and the crew qualification simulate service phases have been completed. She shared that the progress continues and next steps include coordination with the Federal Railroad Administration (FRA) on final review.

David Wright, Chief Safety Officer highlighted safety enhancements that have been put in place since 2017 which includes fully implemented Positive Train Control (PTC), a step down speed prior to the curve, additional signage and successful completion of Systems Implement Testing and PTC cut-out protocol that limits all train speeds to 30 miles per hour if PTC is not active. He shared that the National Transportation Safety Board Report outlined 30 total recommendations of which three were the responsibility of Sound Transit.

Andrew Austin shared a potential approval timeline for resuming Amtrak services and community outreach activities noting that service could resume in November.

Rob Eaton, Amtrak shared that a Safety Management System and Route Qualification Protocol has been implemented to test operational efficiencies, safety and training. He spoke about a multi-agency communication team that will notify the community of train operations and distribute safety awareness messaging.

Ron Pate, WSDOT Rail provided an update on the train schedules noting that currently there are six daily Cascades trains, two Amtrak trains on the waterfront route and more trips will be added based on demand with up to 14 daily round trips. He shared that WSDOT has retired the Talgo Series 6 trains and procurement of replacement equipment is currently underway. Discussion ensued.

### **Youth Council Report.**

Youth Councilmember Angel Calderon from Clover Park High School shared that at this evenings meeting the students received a presentation on the Warriors of Change Program and discussed youth needs within the community.

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

Clover Park School District (CPSD) Boardmember Wagemann shared that school is back full time in person and there are virtual learning opportunities. He shared that Clover Park High School put up a mural called The World Lives in Lakewood that celebrates the ethnic and cultural diversity of the city. He shared the CPSD Board approved the Equity Policy on September 13<sup>th</sup> and CPSD is hiring for several vacant positions such classroom substitutes, paraeducators, custodians, and bus drivers.

He reported that students Ernest Balezi and Jacqueline Tapp received the Elizabeth Wesley Youth Merit Incentive Award, that impact aid surveys are available, October is National Principals month and free meals continue to be available for all students.

**PUBLIC COMMENTS**

*Linda Smith, Lakewood Chamber of Commerce*, expressed support for the Healthcare Heroes proclamation that was presented this evening. Smith asked the City Council to volunteer to pick up and deliver meals to local healthcare workers during the month of October.

*Dennis Haugen*, spoke about the American Rescue Plan Act funding, in support of police and electing competent people.

*Julian Wheeler, Lakewood resident*, shared that Pierce County Accessible Communities Advisory Committee will meet on Tuesday, November 9<sup>th</sup> at 9 a.m. Wheeler shared that October is Disability Awareness month and there will be a PAVE virtual meeting on November 16<sup>th</sup> at 6 p.m. and an Election Observers Training on October 6<sup>th</sup> at 10 a.m. or 2 p.m.

*Addo Aequitas*, spoke about elected officials representing and listening to the community.

*Kyle Jolibois*, spoke about the Council preventing children from speaking, Pierce County Sheriff Troyer targeting him and working with the community.

*Bunchy Carter, Black Panther Party*, spoke about giving money to the Black Panther Party rather than the police, the need for a bond between the community, the people tasked with protecting them and elected officials representing those who put them in their positions.

*Xili Inservio, White Panther Party*, expressed concerns related to police brutality, lack of accountability and how the Mayor is elected by a body of his peers.

*James Dunlop, Lakewood resident*, spoke about participation in public comments, listening to the view of constituents and Councilmembers recognizing that public comments are an important.

*General Ovunayo X*, thanked those who attended the 25<sup>th</sup> Anniversary March. Qvunayo spoke about corruption, police accountability and in support of the protection of Garry Oak trees.

*Christina Manetti, Lakewood resident*, commented on City Councilmember responses related to their constituents concerns specifically related to Garry Oak trees and remarks made at Coffee with the Mayor related to tree preservation.

*Jenna Lee, Seattle resident*, shared that the Mayor should be elected by the people rather than the Council. Lee spoke in support of allowing people to speak regardless of their residency and for stronger protections against Garry Oaks trees.



**C O N S E N T   A G E N D A**

- A. Approval of the minutes of the City Council meeting of September 7, 2021.
- B. Approval of the minutes of the City Council study session of September 13, 2021.
- C. Approval of the claims vouchers, in the amount of \$3,340,156.35, for the period of August 14, 2021 through September 15, 2021.
- D. Approval of payroll checks, in the amount of \$2,458,376.54, for the period of August 16, 2021 through September 15, 2021.
- E. Motion No. 2021-63

Authorizing the execution of an amendment to the contract for services with Pierce County regarding road, traffic and traffic signal maintenance services.

- F. Items filed in the Office of the City Clerk:
  - 1. Lodging Tax Advisory Committee meeting minutes of September 18, 2020.
  - 2. Lakewood Arts Commission meeting minutes of March 1, 2021.
  - 3. Lakewood Arts Commission Public Art Subcommittee meeting minutes of March 18, 2021.
  - 4. Lakewood Arts Commission Public Art Subcommittee meeting minutes of March 26, 2021.
  - 5. Lakewood Arts Commission Public Art Subcommittee meeting minutes of March 27, 2021.
  - 6. Lakewood Arts Commission Public Art Subcommittee meeting minutes of March 28, 2021.
  - 7. Lakewood Arts Commission Public Art Subcommittee meeting minutes of March 29, 2021
  - 8. Lakewood Arts Commission meeting minutes of April 5, 2021.
  - 9. Lakewood Arts Commission meeting minutes of May 3, 2021.
  - 10. Lakewood Arts Commission meeting minutes of June 7, 2021.
  - 11. Landmarks and Heritage Advisory Board meeting minutes of August 26, 2021.

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

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

None.

## **REPORTS BY THE CITY MANAGER**

### **Review of new interlocal agreement expanding West Pierce Emergency Management Coalition services to include the Town of Steilacoom.**

Assistant Chief Unfred shared that in 2019 an interlocal agreement was approved to form a partnership with Lakewood, University Place and West Pierce Fire for an Emergency Management Coalition (EMC). The revised agreement proposes to add the Town of Steilacoom to the EMC which allows for additional consolidation. The funding structure remains the same and if adopted will begin on January 1, 2022. He shared that this item will come forward for City Council approval on October 18<sup>th</sup> and has already been approved Town of Steilacoom.

### **Review of Lakewood Youth Programs.**

Parks, Recreation and Community Services Director Dodsworth provided an overview of programs available to youth in Lakewood. She shared that the City provides direct services and collaborates with other agencies in support of youth in the community. Discussion ensued.

### **Review of amended interlocal agreement with Pierce College to Build a Baseball Field at Fort Steilacoom Park.**

Parks, Recreation and Community Services Director Dodsworth shared that the City is beginning the design phase of the infield project at Fort Steilacoom Park (FSP). She shared that in January the city approved an ILA with Pierce College to develop a field for the Pierce College baseball program and the proposed amendments are related to the scope of work. She shared that a landscape architecture, D.A. Hogan has been selected based on their experience in the design and construction management of athletic fields. The City Council will review and consider the ILA and contract at their October 18<sup>th</sup> meeting. Discussion ensued.

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City Manager Caulfield shared that after review and public outreach process the Parks and Recreation Advisory Board has recommended that Fort Steilacoom Park not be renamed after Dr. Claudia Thomas. Discussion ensued related to the request for renaming, City Council initiated requests and requirements within the existing policy.

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City Manager Caulfield shared that as part of the request to rename Fort Steilacoom Park, the city received correspondence from the Nisqually Tribal Council. The Mayor and City Manager will be meeting with the Nisqually Tribe this week as a follow up. Discussion ensued.

He then shared the Lakewood Community Foundation Fund has requested the City Council identify a Councilmember to participate in reviewing the nominations for the

Larry Saunders Service Award. After discussion, Councilmember Belle will represent the City Council.

He shared that the Clover Park School District is evaluating hiring a Mental Health Counselor to provide support around youth mental health and CPSD has requested the City consider allocating \$34,000 in American Rescue Plan Act funding to support the position.

He reported that Pierce County Sewer is working on permanent improvements at Steilacoom Boulevard along Lakewood Drive to fix the existing main that is broken; this area will be closed during the construction for approximately 2 months starting in November.

He noted that the Community Project funds allocated by Congress for the Invest Act will not be moving forward therefore there will be no funding for the 80<sup>th</sup> to 88<sup>th</sup> Street project although we will submit this project for future Puget Sound Regional Council funding. He spoke about a joint project between Lakewood, Tacoma and University Place for the Lakewood Drive from 74<sup>th</sup> at Custer Road to 56<sup>th</sup> Street road improvements noting that an interlocal agreement will come forward for approval to begin design work for this project.

He reported that the City has received a request to issue Proclamations declaring October as National Disability Awareness month and declaring October 21, 2021 as Community Conflict Resolution Day.

He announced the following events:

- October 9, 12:00 P.M. to 3:00 P.M., Truck and Tractor Day, Fort Steilacoom Park
- October 8, October 9, October 10; Film, Art and Book Festival, McGavick Conference Center

## **CITY COUNCIL COMMENTS**

Councilmember Belle shared that she is looking forward to events happening in community this weekend.

Councilmember Farmer thanked city staff for revising the City Council comments portion of the website.

Councilmember Bocchi echoed positive comments related to updates to the public comments portion of the website.

Councilmember Moss shared that she attended the Civic Leadership Reception and a Lakewood Chamber Ribbon Cutting ceremony for Allstate Insurance Company located at 9126 Gravelly Lake Drive.

Councilmember Brandstetter shared that on Wednesday he will attend the Assumption of Command for MG Brunson and he looks forward to attending Truck and Tractor Day.

Deputy Mayor Whalen shared that he attended the North Lakewood Neighborhood Association meeting where there was conversation related to Western State Hospital and graffiti in the neighborhood. He also attended a Pierce Transit Study Session where they reviewed Bus Rapid Transit corridor project. He shared this week he will attend the Arts Commission retreat and Truck and Tractor Day. He announced that he will be traveling and may be absent from a few upcoming meetings.

Mayor Anderson shared that he attended the 62<sup>nd</sup> Airlift Wing reception, virtual meeting with Pierce Transit CEO Mike Griffith and the Taste of Korea luncheon sponsored by the Korean Women's Association. He shared he will attend the Assumption of Command for MG Brunson this week and may be absent from next week's meeting. He noted that if both he and Whalen are unavailable, he will seat the Chair to Councilmember Bocchi.

#### **ADJOURNMENT**

There being no further business, the meeting adjourned 10:06 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK



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

Monday, October 11, 2021

City of Lakewood

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

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

Participant ID: 868 7263 2373

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 6 – Mayor Don Anderson, Councilmembers Mary Moss, Mike Brandstetter, Patti Belle, Paul Bocchi and Linda Farmer.

Councilmembers Excused: 1- Deputy Mayor Jason Whalen.

Arts Commission Members Present: 7- Earl Borgert, Paige Hansen, Sylviann Johnson, Linda McDermott, Lani Neil, Faaluaina Pritchard and Susan Warner.

### **ITEMS FOR DISCUSSION:**

#### **Joint Lakewood Arts Commission meeting.**

Linda McDermott highlighted the Arts Commission work plan. Sylviann Johnson highlighted the Arts Commissions involvement in the Martin Luther King, Jr. Ceremony.

Lani Neil spoke about the rotating art program which has been on hold due to the pandemic. Susan Warner shared that the Wagner House at Lakewood Gardens had lighting installed so that art exhibitions can be displayed at this location. Earl Borgert shared that the Arts Commission implemented a new process for selecting an artist and John Fleming was selected for his two “Gateway Arcs” for the Colonial Plaza. The estimated date of installation is summer 2022.

Paige Hansen spoke about the public art contest for the cities 25<sup>th</sup> Anniversary which highlighted the themes of Love Lakewood and Unity. The City partnered with the Lakewood Sister Cities and Gimhae, South Korea.

Faaluaina Pritchard spoke about Public Art Program noting that one mural and four signal box wraps were implemented this year. Darryl Owens spoke about the Summer Nights at the Pavilion outdoor concert series highlighting the bands that performed and total number of individuals in attendance.

Faaluaina Pritchard spoke about the holiday parade and Susan Warner shared that the Arts Commission held a retreat at Lakewold Gardens on November 8<sup>th</sup> where they had a guest speaker, Ian Williams who spoke about how art heals and is relevant in today's world. She also highlighted the *Creative Forces* program that helps veterans who have psychological conditions by using creative art therapies. Discussion ensued.

### **Review of 2021-2022 Mid-Biennium Budget Adjustment.**

Deputy City Manager Kraus provided a high-level overview of the 2021-2022 Mid-Biennial Budget. She shared that a public hearing has been scheduled for November 1<sup>st</sup> followed by approval on November 15<sup>th</sup>. Discussion ensued and it was requested that the American Rescue Plan Act (ARPA) budget allocations be considered separate from Mid-Biennial Budget Ordinance.

### **Review of 2022 Property Tax Levy.**

Deputy City Manager Kraus shared that the Implicit Price Deflator is 3.86% therefore the City Council can increase the property tax by 1% as authorized by state law. She shared that in 2021 the assessed value was \$8.1 Billion and in 2022 the assessed value is \$9.4 Billion which is an increase of 15.8%. She shared that if a 1% increase is approved, the levy rate decreases from 91 cents per 1000 to 81 cents per 1000 and the property tax levy increases to \$7.6 Million. She shared that a public hearing is scheduled for November 1<sup>st</sup> followed by City Council approval on November 15<sup>th</sup>. Discussion ensued.

### **Review creation of new funds/designation of funds.**

Deputy City Manager Kraus shared that it is recommended that the City create a fund for the American Rescue Plan Act (ARPA), the Real Estate Excise Tax fund and an Economic Development Opportunity fund. She shared that this item will come forward for City Council approval on November 15<sup>th</sup>.

### **ITEMS TENTATIVELY SCHEDULED FOR THE OCTOBER 18, 2021 REGULAR CITY COUNCIL MEETING:**

1. Authorizing the execution of an interlocal agreement between the cities of Lakewood, University Place, the Town of Steilacoom and Pierce County Fire District 3 for Emergency Management services. – (Motion – Consent Agenda)
2. Confirming the appointment of Lisa Mansfield as Municipal Court Judge and authorizing the execution of an agreement with Lisa Mansfield to fill the Municipal Court Judge term ending December 31, 2025. – (Motion – Consent Agenda)

3. Authorizing the execution of a collective bargaining agreement with the Lakewood Police Independent Guild for the period of January 1, 2021 through December 31, 2022. – (Motion – Consent Agenda)
4. Authorizing the execution of an agreement with D.A. Hogan and Associates, Inc., in the amount of \$259,365, for design and engineering services for turf infield at Fort Steilacoom Park. – (Motion – Consent Agenda)
5. Authorizing the execution of an amendment to the interlocal agreement with Pierce College to design and develop a baseball field at Fort Steilacoom Park. – (Motion – Consent Agenda)
6. Appointing Youth Councilmembers. – (Motion – Consent Agenda)
7. Clover Creek Update. – (Reports by the City Manager)
8. Review of City Council Rules of Procedure. – (Reports by the City Manager)

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

City Manager Caulfield shared that following this evening's discussion related to the American Rescue Plan Act (ARPA) budget he will bring back an Ordinance for review on October 18<sup>th</sup> or October 25<sup>th</sup>.

He shared that the City Council has received a request for two proclamations, one declaring October as Disability Awareness month and a second recognizing Community Conflict Day noting that these will be presented at the October 18<sup>th</sup> meeting.

### **CITY COUNCIL COMMENTS**

Councilmember Moss shared that she participated in the Making Strides Against Breast Cancer Walk.

Councilmember Brandstetter shared that last week he attended the Film, Art and Book Festival at the McGavick Conference Center and the Assumption of Command for Colonel Brunson.

Councilmember Belle thanked those who coordinated and attended the Truck and Tractor Day event.

Councilmember Farmer shared that she continues work on the Sex Offender Policy Board and she attended her orientation for the SSHA<sup>3</sup>P Board.

Councilmember Bocchi commented on the amount of new construction taking place in the community, thanked the Arts Commission for their enthusiastic work and shared that he attended Truck and Tractor Day event.

Mayor Anderson shared that last week he participated in a Mayors Forum coordinated by Congresswoman Strickland. He also attended the Assumption of Command for Colonel Brunson. He shared that tomorrow is Coffee with the Mayor where Judge Mansfield will present. He reported that he will be absent from the October 18<sup>th</sup> City Council meeting.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 9:00 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK





## **LAKEWOOD CITY COUNCIL SPECIAL MEETING MINUTES**

Wednesday, October 13, 2021

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

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

Participant ID: 868 7263 2373

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### **CALL TO ORDER**

Mayor Anderson called the meeting to order at 6:00 p.m.

### **ROLL CALL**

Councilmembers Present: 6 – Mayor Don Anderson; Councilmembers Mary Moss, Mike Brandstetter, Patti Belle, Linda Farmer and Paul Bocchi.

Councilmembers Excused: 1 – Deputy Mayor Jason Whalen.

### **Review of 2022 Federal Legislative Priorities, 2022 State Legislative Agenda and Policy Manual and 2022 Pierce County Policy Manual.**

Assistant to the City Manager Vargas introduced Jake Johnston, Johnston Group, Briahna Murray and Shelly Helder, Gordon Thomas Honeywell Governmental Affairs.

Mr. Johnston reviewed the draft 2022 Federal Legislative Priorities which includes progressing on transportation policy issues, transportation and infrastructure funding for medium sized cities and increasing funding available within the Defense Community Infrastructure Program (DCIP). Discussion ensued.

Ms. Murray shared that the 2022 legislative session is the second year of the two-year biennium. The session will be for 60 days with a focus on developing supplemental budgets, reviewing policy bills and it is unknown whether the format will be virtual or hybrid. She shared that democrats will hold the majority in both chambers and committee assignments will generally remain the same. She shared that the Redistricting Commission is required to complete new boundaries in November, 2021.

Ms. Helder reviewed the draft legislative agenda noting that transportation priorities include I-5 JBLM Corridor Main Gate Interchange improvements and a request for a Multimodal Transportation Study. Discussion ensued.

Ms. Murray reviewed the City's request for Geographical Equity specific to the states responsibility to facilitate fair share principals when discharging individuals from state facilities. Discussion ensued.

Ms. Helder then reviewed proposed changes to the City's legislative policy manual. Discussion ensued.

Michael Vargas, Assistant to the City Manager, highlighted the draft 2022 Pierce County Policy Manual. Discussion ensued.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 8:43 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK



## LAKESWOOD CITY COUNCIL MINUTES

Monday, October 18, 2021

City of Lakewood

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

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

Participant ID: 868 7263 2373

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### CALL TO ORDER

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

### ROLL CALL

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

Councilmembers Excused: 1 – Mayor Don Anderson.

### PROCLAMATIONS AND PRESENTATIONS

#### **Proclamation recognizing October as National Disability Employment Awareness month.**

COUNCILMEMBER BRANDSTETTER PRESENTED A PROCLAMATION RECOGNIZING OCTOBER AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH TO YVONNE MCCLURKIN, PROFESSIONAL CONTRACT SERVICES, INC.

#### **Proclamation declaring October 21, 2021 as Community Conflict Resolution Day.**

DEPUTY MAYOR WHALEN PRESENTED A PROCLAMATION DECLARING OCTOBER 21, 2021 AS COMMUNITY CONFLICT RESOLUTION DAY TO NANCY DAVIS, PAST PRESIDENT CENTER FOR DIALOG AND RESOLUTION.

### PUBLIC COMMENTS

The City Council received written comments in advance of the meeting from Helen Wagner.

*Julian Wheeler, Lakewood resident*, recognized October as National Disability Employment Awareness month. Wheeler shared that Tuesday, November 9<sup>th</sup> is the Pierce County Accessible Communities Advisory Committee meeting and a PAVE Legislative Forum will be held on November 16<sup>th</sup>.

*Christina Manetti, Lakewood resident*, commented on a pattern of remarks made by City Councilmembers in response to public comments and suggested the City Council consider their choice of words.

*James Dunlop, Lakewood resident*, spoke about public comments at City Council meetings, the ability for the public to express themselves and the Councilmembers responsibility to inform the community.

*Kyle Jolibois, Tacoma resident*, spoke about the climate emergency, impacts of the LNG plant in Tacoma and in support of cannabis shops for revenue generation.

*Tichomir Dunlop*, spoke in support of taking action in the fight against climate change and suggested restricting drive-through establishments to help end pollution and congestion. Dunlop thanked Idlewild Elementary School for showing ecological sensativity by displaying Idle Free signs in their parking lots.

*Helen Wagner, Lakewood resident*, spoke about an article in the Tacoma News Tribune regarding maple trees and in support of legislation to save Oak trees.

*Bunchy Carter, Black Panther Party*, spoke about educating people about the reality of their position in society, being the voice of the people and serving the community you represent.

*Xili Inservio, White Panther Party*, spoke about the ten-point platform around education, the origins of the word peanut gallery and encouraged residents to get out and vote. Inservio spoke about justice for Said Joaquin and police accountability.

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

A. Approval of the minutes of the City Council meeting of September 20, 2021.

B. Approval of the minutes of the City Council study session of September 27, 2021.

C. Motion No. 2021-64

Authorizing the execution of an interlocal agreement between the cities of Lakewood, University Place, the Town of Steilacoom and Pierce County Fire District 3 for Emergency Management services.

D. Motion No. 2021-65

Confirming the appointment of Lisa Mansfield as Municipal Court Judge and authorizing the execution of an agreement with Lisa Mansfield to fill the Municipal Court Judge term ending December 31, 2025.

E. Motion No. 2021-66

Authorizing the execution of a collective bargaining agreement with the Lakewood Police Independent Guild for the period of January 1, 2021 through December 31, 2022.

F. Motion No. 2021-67

Authorizing the execution of an agreement with DA Hogan and Associates, in the amount of \$259,365, for design and engineering services for a sports field improvements at Fort Steilacoom Park.

G. Motion No. 2021-68

Authorizing the execution of an amendment to the interlocal agreement with Pierce College to design and develop a sports field at Fort Steilacoom Park.

H. Motion No. 2021-69

Appointing Adrianna Bhan, Gabrielle Chappell and Willow Warren to the Youth Council for the 2021-2022 school year.

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

1. Public Safety Advisory Committee meeting minutes of April 7, 2021.
2. Public Safety Advisory Committee meeting minutes of June 2, 2021.
3. Lakewood Arts Commission meeting minutes of July 6, 2021.
4. Public Safety Advisory Committee meeting minutes of August 4, 2021.
5. Lakewood Arts Commission meeting minutes of September 13, 2021.
6. Lakewood's Promise Advisory Board meeting minutes of September 15, 2021.
7. Planning Commission meeting minutes of September 15, 2021.

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

### **UNFINISHED BUSINESS**

None.

### **NEW BUSINESS**

**Motion No. 2021-70 Authorizing a contract with LIHI Hosmer Housing LLC, in the amount of \$1,000,000 for the acquisition of the real property located at 8620 S Hosmer St, Tacoma, WA for operation as an emergency shelter through 2023, and thereafter for at least 40 years as permanent affordable housing for tenants whose income is at or below 50% of the Pierce County Area Median Income (AMI).**

COUNCILMEMBER FARMER MOVED TO ADOPT MOTION NO. 2021-70. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

## **REPORTS BY THE CITY MANAGER**

### **Update on Clover Creek Engineering Alternatives.**

Public Works Engineering Director Bucich shared that in August 2019 he provided an update to the City regarding the analysis of the Clover Creek floodplain. He shared that letter of map revision was submitted to FEMA to modify the floodplain, after review and consideration of the request the City rescinded the request and requested engineering alternatives to be considered to eliminate the flooding. He shared that in the biennial budget the Public Works Engineering Department was authorized to conduct an engineering alternative evaluation to find out if impacts could be reduced and it is recommended that the city contract with Brown and Caldwell to lead the effort. An agreement will come forward for City Council approval in November. Discussion ensued.

### **Review of City Council Rules of Procedure.**

City Attorney Wachter highlighted the proposed amendments to the City Council Rules of Procedure. Discussion ensued.

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City Manager Caulfield shared that there is a widespread telephone outage in Pierce County today and that Pierce County Superior Court will no longer be using the Senior Center for jury trials beginning in 2022 so they City will negotiate a new lease in an effort to reopen the facility for senior services.

He reported that last week he met with the Nisqually Tribe CEO Peter Ansara to discuss agenda topics for a joint City Council and Nisqually Tribal Council meeting.

He shared that the City Council will be reviewing funding strategies for future transportation improvement projects at the October 25<sup>th</sup> study session.

## **CITY COUNCIL COMMENTS**

Councilmember Farmer shared that she attended the South Sound Housing Affordability Partnership Board meeting.

Councilmember Brandstetter shared that he attended the Tideflats Advisory Committee meeting. He spoke about the widespread telephone outage and shared that he attended the Lake City Neighborhood Association meeting last week.

## **ADJOURNMENT**

There being no further business, the meeting adjourned 9:07 p.m.

\_\_\_\_\_  
JASON WHALEN, DEPUTY MAYOR

ATTEST:

\_\_\_\_\_  
BRIANA SCHUMACHER  
CITY CLERK



To: Mayor and City Councilmembers  
From: Tho Kraus, Deputy City Manager  
Through: John J. Caulfield, City Manager  
Date: November 1, 2021  
Subject: Claims Voucher Approval

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**Check Run Period:** September 16, 2021 – October 20, 2021  
**Total Amount: \$ 1,510,715.54**

Checks Issued:

09/30/21	Checks 95322-95370	\$ 260,265.69
10/15/21	Checks 95371-95443	\$ 161,409.79

EFT Checks Issued:

09/30/21	Checks 18045-18116	\$ 452,889.41
10/15/21	Checks 18117-18210	\$ 637,477.44

Voided Checks:

09/30/21	Check 94877	247.05
10/13/21	Check 94314	36.00
10/20/21	Check 95369	\$ 1,043.74

**Grand Total \$ 1,510,715.54**

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

Dana Kapla  
Finance Supervisor

Tho Kraus  
Deputy City Manager

John J. Caulfield  
City Manager



**City of Lakewood - Accounts Payable Voucher Report**

Heritage Bank							Page 1 of 47
Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>18045</b>	<b>9/30/2021</b>	<b>011591</b>		<b>911 SUPPLY INC,</b>			<b>\$29.71</b>
001.0000.15.521.22.31.008			9/9/2021	INV-2-12977	PD Badge: Q. Rawson	29.71	
<b>18046</b>	<b>9/30/2021</b>	<b>013052</b>		<b>AMADOR FARMS,</b>			<b>\$160.00</b>
001.0000.11.571.22.41.001			9/27/2021	09/27/21	PKRC 09/10 & 09/24 FM Healthy	160.00	
<b>18047</b>	<b>9/30/2021</b>	<b>001685</b>		<b>AMAYA ELECTRIC CORP,</b>			<b>\$24,663.93</b>
302.0137.21.595.30.63.001			9/20/2021	9230-30	PWCP AG 2020-284 Edgewater Dr	1,469.20	
302.0000.00.223.40.00.000			9/20/2021	9230-30	PWCP AG 2020-284 Retainage Edg	-73.46	
302.0137.21.595.30.63.001			9/20/2021	9312-26	PWCP AG 2020-284 Weller Rd & S	6,005.61	
302.0000.00.223.40.00.000			9/20/2021	9312-26	PWCP AG 2020-284 Retainage Wel	-299.52	
302.0137.21.595.30.63.001			9/17/2021	9312-27	PWCP AG 2020-284 Steil. Blvd C	4,870.00	
302.0000.00.223.40.00.000			9/17/2021	9312-27	PWCP AG 2020-284 Retainage Ste	-243.50	
504.0000.09.518.39.48.001			8/31/2021	9312-23	RM Claim 2021-0044 Rest Pole @	5,218.08	
504.0000.00.223.40.00.000			8/31/2021	9312-23	RM Retainage	-260.13	
302.0137.21.595.30.63.001			8/31/2021	9312-25	PWCP AG 2020-284 Steil. Blvd &	1,121.42	
302.0000.00.223.40.00.000			8/31/2021	9312-25	PWCP AG 2020-284 Retainage Ste	-54.87	
504.0000.09.518.39.48.001			8/31/2021	9312-3	RM CLAIM 2020-0027 11400 PACIF	7,261.24	
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<b>18048</b>	<b>9/30/2021</b>	<b>007445</b>		<b>ASSOCIATED PETROLEUM PRODUCTS,</b>			<b>\$13,427.83</b>
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501.0000.51.521.10.32.001			9/7/2021	0380814-IN	PDFL 8/20-9/06	237.98	
501.0000.51.521.10.32.001			9/7/2021	0380814-IN	PDFL 8/20-9/06	22.13	
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501.0000.51.548.79.32.001			9/14/2021	0383838-IN	PKFL 08/31-09/14	99.02	
501.0000.51.548.79.32.001			9/14/2021	0383838-IN	PKFL 08/31-09/14	95.84	
501.0000.51.548.79.32.001			9/14/2021	0383838-IN	PKFL 08/31-09/14	167.99	
501.0000.51.548.79.32.001			9/14/2021	0383838-IN	PKFL 08/31-09/14	112.47	
<b>18049</b>	<b>9/30/2021</b>	<b>003946</b>		<b>BATTERIES PLUS,</b>			<b>\$22.78</b>
503.0000.04.518.80.31.001			9/9/2021	P43479541	IT Battery	22.78	
<b>18050</b>	<b>9/30/2021</b>	<b>011039</b>		<b>BERK CONSULTING INC,</b>			<b>\$23,412.50</b>
001.9999.13.558.70.41.001			8/11/2021	10603-07-21	ED AG 2021-221 07/21 Economic	12,092.50	
001.9999.13.558.70.41.001			9/14/2021	10603-08-21	ED AG 2021-221 08/21 Economic	11,320.00	
<b>18051</b>	<b>9/30/2021</b>	<b>008226</b>		<b>BIO CLEAN INC,</b>			<b>\$423.51</b>
501.0000.51.521.10.48.005			9/21/2021	12618	PDFL Other	423.51	
<b>18052</b>	<b>9/30/2021</b>	<b>013029</b>		<b>BROTHERS FARMS,</b>			<b>\$224.00</b>
001.0000.11.571.22.41.001			9/27/2021	09/27/21	PKRC 09/10 & 09/24 FM Healthy	224.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>18053</b>	<b>9/30/2021</b>	<b>011701</b>		<b>BUENAVISTA SERVICES INC,</b>			<b>\$8,389.59</b>
502.0000.17.518.30.41.001			9/20/2021	9045	PKFC AG 2017-153D 09/21 Custod	4,528.33	
502.0000.17.521.50.48.001			9/20/2021	9045	PKFC AG 2017-153D 09/21 Custod	2,311.83	
502.0000.17.542.65.48.001			9/20/2021	9045	PKFC AG 2017-153D 09/21 Custod	1,099.96	
001.0000.11.576.81.41.001			9/20/2021	9045	PKFC AG 2017-153D 09/21 Custod	449.47	
<b>18054</b>	<b>9/30/2021</b>	<b>002805</b>		<b>BUSINESS INTERIORS NORTHWEST,</b>			<b>\$1,588.41</b>
001.0000.02.512.50.35.004			9/9/2021	306344	MC Office Chairs	1,588.41	
<b>18055</b>	<b>9/30/2021</b>	<b>010262</b>		<b>CENTURYLINK,</b>			<b>\$868.92</b>
503.0000.04.518.80.42.001			9/14/2021	253-589-8734 340B	IT 09/14-10/14 Phone	171.30	
503.0000.04.518.80.42.001			9/16/2021	253-582-0174 486B	IT 09/16-10/16 Phone	267.28	
503.0000.04.518.80.42.001			9/16/2021	253-582-0669 467B	IT 09/16-10/16 Phone	240.90	
503.0000.04.518.80.42.001			9/16/2021	253-582-1023 738B	IT 09/16-10/16 Phone	65.00	
503.0000.04.518.80.42.001			9/16/2021	253-582-7426 582B	IT 09/16-10/16 Phone	124.44	
<b>18056</b>	<b>9/30/2021</b>	<b>000536</b>		<b>CITY TREASURER CITY OF TACOMA,</b>			<b>\$1,806.16</b>
001.0000.11.576.81.47.005			9/17/2021	100384880 09/17/21	PKFC 07/20-09/16 8700 Steil Bl	36.58	
101.0000.11.542.64.47.005			9/20/2021	100228710 09/20/21	PKST 07/21-09/17 8915 Meadow R	58.97	
101.0000.11.542.64.47.005			9/20/2021	100228892 09/20/21	PKST 07/21-09/17 9299 Whitman	49.76	
101.0000.11.542.64.47.005			9/20/2021	100433653 09/20/21	PKST 07/21-09/17 5460 Steil Bl	4.09	
001.0000.11.576.81.47.005			9/15/2021	100384879 09/15/21	PKFC 07/16-09/14 8750 Steil Bl	73.16	
101.0000.11.542.63.47.006			9/15/2021	100415564 09/15/21	PKST 08/14-09/14 9450 Steil Bl	57.56	
101.0000.11.542.63.47.006			9/15/2021	100415566 09/15/21	PKST 08/14-09/14 9000 Steil Bl	57.18	
101.0000.11.542.63.47.006			9/15/2021	100415597 09/15/21	PKST 08/14-09/14 10000 Steil B	61.45	
101.0000.11.542.63.47.006			9/15/2021	100471519 09/15/21	PKST 08/14-09/14 8312 87th St	36.74	
101.0000.11.542.64.47.005			9/15/2021	100658937 09/15/21	PKST 07/16-09/14 10300 Steil B	67.01	
101.0000.11.542.64.47.005			9/15/2021	100687561 09/15/21	PKST 07/16-09/14 8623 87th Ave	54.76	
001.0000.11.576.81.47.005			9/15/2021	101076847 09/15/21	PKFC 07/16-09/14 8750 Steil Bl	125.73	
101.0000.11.542.64.47.005			9/15/2021	101086773 09/15/21	PKST 08/24-09/14 9550 Steil Bl	24.64	
101.0000.11.542.63.47.006			9/13/2021	100349419 09/13/21	PKST 07/14-09/10 7502 Lkwd Dr	23.72	
101.0000.11.542.64.47.005			9/13/2021	100350986 09/13/21	PKST 07/14-09/10 8800 Custer R	132.98	
101.0000.11.542.63.47.006			9/13/2021	100440754 09/13/21	PKST 08/12-09/10 7211 BPW W St	18.64	
101.0000.11.542.64.47.005			9/13/2021	100463727 09/13/21	PKST 07/14-09/10 7919 Custer R	4.09	
101.0000.11.542.64.47.005			9/13/2021	100520997 09/13/21	PKST 07/14-09/10 7609 Custer R	65.34	
101.0000.11.542.64.47.005			9/13/2021	100892477 09/13/21	PKST 07/14-09/10 8108 John Dow	95.72	
101.0000.11.542.63.47.006			9/13/2021	100898201 09/13/21	PKST 08/12-09/10 7729 BPW W	129.32	
101.0000.11.542.64.47.005			9/21/2021	100228932 09/21/21	PKST 07/22-09/20 8300 Steil Bl	287.90	
101.0000.11.542.64.47.005			9/21/2021	100228949 09/21/21	PKST 07/22-09/20 8200 Steil Bl	135.09	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.64.47.005			9/22/2021	100665891 09/22/21	PKST 08/21-09/21 7309 Onyx Dr	19.44	
101.0000.11.542.64.47.005			9/23/2021	100228748 09/23/21	PKST 07/24-09/22 11170 GLD SW	81.86	
101.0000.11.542.64.47.005			9/23/2021	100228868 09/23/21	PKST 07/23-09/21 10099 GLD SW	46.23	
101.0000.11.542.64.47.005			9/23/2021	100254732 09/23/21	PKST 08/24-09/22 11023 GLD SW	20.53	
101.0000.11.542.64.47.005			9/23/2021	100707975 09/23/21	PKST 08/24-09/22 7403 Lkwd Dr	37.67	
<b>18057</b>	<b>9/30/2021</b>	<b>005786</b>		<b>CLASSY CHASSIS,</b>			<b>\$1,717.61</b>
501.0000.51.521.10.48.005			9/3/2021	5281	PDFL Other	33.62	
501.0000.51.521.10.48.005			9/17/2021	5284	PDFL Oil Change	93.18	
501.0000.51.521.10.48.005			9/17/2021	5284	PDFL Other	144.80	
501.0000.51.521.10.48.005			9/17/2021	5284	PDFL Oil Change	102.22	
501.0000.51.548.79.48.005			8/31/2021	5271	PKFL Detail	354.97	
501.0000.51.548.79.48.005			8/31/2021	5271	PKFL Wash	7.31	
501.0000.51.548.79.48.005			8/31/2021	5271	PKFL Wash	7.31	
501.0000.51.548.79.48.005			8/31/2021	5271	PKFL Wash	7.31	
501.0000.51.548.79.48.005			8/31/2021	5271	PKFL Wash	7.31	
501.0000.51.548.79.48.005			8/31/2021	5271	PKFL Oil Change & Wash	90.01	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	34.72	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	12.96	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	20.25	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	12.96	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	12.96	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
181.0000.15.521.21.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	27.54	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
180.0000.15.521.21.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	20.25	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	20.25	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	20.25	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	12.96	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			8/31/2021	W-1126	PDFL Carwash	22.36	
501.0000.51.521.10.48.005			8/31/2021	W-1127	PDFL Carwash	6.48	
501.0000.51.521.10.48.005			8/31/2021	W-1127	PDFL Carwash	8.28	
<b>18058</b>	<b>9/30/2021</b>	<b>002994</b>		<b>CORDANT HEALTH SOLUTIONS,</b>			<b>\$213.10</b>
001.0000.02.523.30.41.001			8/31/2021	TC-42210083121	MC 08/21 UA Fees	213.10	
<b>18059</b>	<b>9/30/2021</b>	<b>010648</b>		<b>DIAMOND MARKETING SOLUTIONS,</b>			<b>\$1,093.19</b>
001.0000.99.518.40.42.002			9/30/2021	09/21 Postage	ND 09/21 Replenish Postage	1,005.00	
311.0000.01.535.30.42.002			9/30/2021	09/21 Postage	PWSC 09/21 Postage Est.	88.19	
<b>18060</b>	<b>9/30/2021</b>	<b>011994</b>		<b>DOUG MCDONALD FARMS,</b>			<b>\$174.00</b>
001.0000.11.571.22.41.001			9/27/2021	09/27/21	PKRC 09/24 FM Healthy Bucks	174.00	
<b>18061</b>	<b>9/30/2021</b>	<b>005190</b>		<b>FASTENAL,</b>			<b>\$16.02</b>
001.0000.11.576.81.31.001			9/1/2021	WALA248507	PKFC Supplies	16.02	
<b>18062</b>	<b>9/30/2021</b>	<b>009253</b>		<b>FERGUSON WATERWORKS,</b>			<b>\$1,142.63</b>
001.0000.11.576.81.31.001			9/2/2021	1026571	PKFC Supplies	241.68	
001.0000.11.576.81.31.001			9/14/2021	1029399	PKFC Supplies	223.51	
001.0000.11.576.81.31.001			9/22/2021	1029762	PKFC Supplies	677.44	
<b>18063</b>	<b>9/30/2021</b>	<b>012975</b>		<b>FOSTER GARVEY PC,</b>			<b>\$1,750.00</b>
001.0000.06.515.30.41.001			9/21/2021	2800246	LG Thru 08/31 Swan Properties-	300.00	
192.0007.07.594.58.61.007			9/20/2021	2800123	SSMP Thru 08/31 Tactical Tailo	1,450.00	
<b>18064</b>	<b>9/30/2021</b>	<b>011891</b>		<b>GLS US,</b>			<b>\$296.81</b>
001.0000.99.518.40.42.002			8/31/2021	4527867	ND 08/21 Mail Pick Up	296.81	
<b>18065</b>	<b>9/30/2021</b>	<b>012411</b>		<b>HERRERA-VELASQUEZ, MURIEL</b>			<b>\$2,000.00</b>
001.9999.11.565.10.41.020			9/17/2021	54	PKHS 09/16-09/30 Lkwd Choice C	2,000.00	
<b>18066</b>	<b>9/30/2021</b>	<b>012308</b>		<b>HONEY BUCKET,</b>			<b>\$27.37</b>



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.80.41.001			9/7/2021	0552315045	PKFC Sani-Can 09-07-10/04: 970	124.50	
001.0000.11.571.20.41.082				0552332580	PKRC Sani-Can 09/09-09/29	-97.13	
<b>18067</b>	<b>9/30/2021</b>	<b>004036</b>		<b>HORIZON AUTOMATIC RAIN CO,</b>			<b>\$471.64</b>
001.0000.11.576.81.31.001			9/12/2001	3N134293	PKFC PVC Pipe	58.52	
001.0000.11.576.81.31.001			9/14/2021	3N134227	PKFC Supplies	413.12	
<b>18068</b>	<b>9/30/2021</b>	<b>011300</b>		<b>HORWATH LAW PLLC,</b>			<b>\$43,769.24</b>
001.0000.02.512.51.41.004			9/15/2021	09/15/21	MC AG 2020-203 08/21 2021 Publ	38,750.00	
001.9999.02.512.51.41.001			9/15/2021	09/15/21	MC 08/21 Social Worker Svcs	884.74	
001.9999.02.512.51.41.001			9/15/2021	09/15/21	MC 08/21 Investigator Svcs	2,710.00	
195.0021.02.512.53.43.002			9/15/2021	09/15/21	MC NADCP Conf: D. Crisp	815.62	
001.9999.02.512.51.41.001			9/15/2021	09/15/21	MC NADCP Conf: A. Horwath	608.88	
<b>18069</b>	<b>9/30/2021</b>	<b>011106</b>		<b>J &amp; J AUTOBODY REPAIR INC.,</b>			<b>\$2,906.48</b>
504.0000.09.518.35.48.001			9/24/2021	29847	PDFL Insurance Repair	2,906.48	
<b>18070</b>	<b>9/30/2021</b>	<b>013148</b>		<b>JEAN K LLC,</b>			<b>\$3,000.00</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-320	CDBG AG 2021-320 CV Rent Assis	1,600.00	
190.6002.52.559.70.41.001			9/29/2021	AG 2021-321	CDBG AG 2021-321 CV Rent Assis	1,400.00	
<b>18071</b>	<b>9/30/2021</b>	<b>013141</b>		<b>KW REPORTING &amp; TRANSCRIPTION,</b>			<b>\$129.25</b>
001.0000.06.515.30.41.001			9/16/2021	KW-MCKAIN-001	LG Cause # 20-2-08927-9 Transc	129.25	
<b>18072</b>	<b>9/30/2021</b>	<b>000299</b>		<b>LAKEVIEW LIGHT &amp; POWER CO.,</b>			<b>\$15,110.77</b>
101.0000.11.542.63.47.006			9/21/2021	248	PKST Q3/21 LED Street Lighting	12,599.38	
101.0000.11.542.64.47.005			9/14/2021	67044-004 09/14/21	PKST 08/10-09/10 108th St SW &	73.14	
101.0000.11.542.64.47.005			9/14/2021	67044-010 09/14/21	PKST 08/10-09/10 108th St SW &	68.67	
101.0000.11.542.64.47.005			9/14/2021	67044-017 09/14/21	PKST 08/10-9/10 112th St SW &	67.78	
101.0000.11.542.64.47.005			9/14/2021	67044-030 09/14/21	PKST 08/10-09/10 112th ST SW &	73.33	
101.0000.11.542.63.47.006			9/14/2021	67044-072 09/14/21	PKST 08/10-09/10 11302 Kendric	109.74	
502.0000.17.542.65.47.005			9/14/2021	67044-073 09/14/21	PKFC 08/10-09/10 11420 Kendric	200.54	
101.0000.11.542.63.47.006			9/14/2021	67044-091 09/14/21	PKST 08/10-9/10 4713 111th St	57.26	
101.0000.11.542.64.47.005			9/7/2021	67044-002 09/07/21	PKST 08/03-09/03Pac Hwy & STW	77.60	
101.0000.11.542.64.47.005			9/7/2021	67044-012 09/07/21	PKST 08/03-09/03 Hwy 512 & STW	107.16	
101.0000.11.542.63.47.006			9/7/2021	67044-014 09/07/21	PKST 08/07-09/07 Hwy 512 & STW	91.54	
101.0000.11.542.64.47.005			9/7/2021	67044-016 09/07/21	PKST 08/03-09/03 40th Ave SW	61.99	
101.0000.11.542.64.47.005			9/7/2021	67044-031 09/07/21	PKST 08/03-09/03 84th St S & S	67.16	
101.0000.11.542.64.47.005			9/7/2021	67044-032 09/07/21	PKST 08/03-9/03 100th ST SW &	81.99	

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001.0000.11.576.80.47.005			9/7/2021	67044-048 09/07/21	PKFC 08/03-09/03 2716 84th St	31.72	
101.0000.11.542.64.47.005			9/7/2021	67044-050 09/07/21	PKST 08/03-09/03 Lkwd Dr SW/St	78.60	
101.0000.11.542.64.47.005			9/7/2021	67044-053 09/07/21	PKST 08/03-09/03 4648 Steil Bl	58.32	
101.0000.11.543.50.47.005			9/7/2021	67044-074 09/07/21	PKST 08/03-09/03 9424 Front St	288.91	
001.0000.11.576.80.47.005			9/7/2021	67044-075 09/07/21	PKFC 08/03-09/03 8807 25th Ave	86.34	
101.0000.11.542.64.47.005			9/7/2021	67044-078 09/07/21	PKST 08/03-9/03 100th St SW &	101.71	
101.0000.11.542.64.47.005			9/7/2021	67044-079 09/07/21	PKST 08/03-09/03 96th St S & S	240.63	
101.0000.11.542.64.47.005			9/7/2021	67044-080 09/07/21	PKST 08/03-9/03 8802 STW	78.68	
101.0000.11.542.64.47.005			9/7/2021	67044-081 09/07/21	PKST 08/03-09/03 3601 Steil Bl	74.48	
101.0000.11.542.63.47.006			9/7/2021	67044-083 09/07/21	PKST 08/03--09/03 40th & 100th	89.75	
101.0000.11.542.64.47.005			9/7/2021	67044-084 09/07/21	PKST 08/03-09/03 Steil & Lkvw	77.88	
101.0000.11.542.63.47.006			9/7/2021	67044-085 09/07/21	PKST 08/03-09/03 26th & 88th S	45.37	
101.0000.11.542.63.47.006			9/7/2021	67044-087 09/07/21	PKST 08/03-09/03 123rd & BPW S	72.07	
101.0000.11.542.63.47.006			9/7/2021	67044-089 09/07/21	PKST 08/03-09/03 9520 Front ST	49.03	
<b>18073</b>	<b>9/30/2021</b>	<b>012321</b>		<b>LAKESWOOD ARTS FESTIVAL ASSOC,</b>			<b>\$2,273.19</b>
104.0022.01.557.30.41.001			8/26/2021	08/26/21	HM AG 2021-094 FAB Festival Lo	617.10	
104.0022.01.557.30.41.001			9/24/2021	09/24/21	HM AG 2021-094 FAB Fest. Lodgi	1,656.09	
<b>18074</b>	<b>9/30/2021</b>	<b>000280</b>		<b>LAKESWOOD CHAMBER OF COMMERCE,</b>			<b>\$400.00</b>
104.0007.01.557.30.44.001			9/13/2021	09/13/21 Full Page	HM Full Page Tourism Ad In Dir	400.00	
<b>18075</b>	<b>9/30/2021</b>	<b>000288</b>		<b>LAKESWOOD HARDWARE &amp; PAINT INC,</b>			<b>\$57.29</b>
101.0000.11.544.90.31.001			8/17/2021	656286	PKST 4 Ct Hobo Spider Trap	3.84	
101.0000.11.544.90.31.048			9/15/2021	658692	PKST Chain Loop, Chain Lubrica	24.75	
101.0000.11.544.90.31.001			9/15/2021	658692	PKST Chain Loop, Chain Lubrica	6.03	
502.0000.17.518.35.31.001			8/31/2021	657501	PKFC Hey Key	22.67	
<b>18076</b>	<b>9/30/2021</b>	<b>003008</b>		<b>LARSEN SIGN CO,</b>			<b>\$1,078.00</b>
001.0000.11.576.80.31.001			8/26/2021	29205	PKFC Signs: Shelter 1 & Shelte	506.00	
001.9999.11.571.10.41.001			9/17/2021	29305	PKRC Changes To Anniv Banner	33.00	
001.0000.11.571.20.41.082			8/2/2021	29079	PK 3x8 Banners	539.00	
<b>18077</b>	<b>9/30/2021</b>	<b>013048</b>		<b>LATROBE LLC,</b>			<b>\$3,866.06</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-304	CDBG AG 2021-304 CV Rent Assis	3,866.06	
<b>18078</b>	<b>9/30/2021</b>	<b>009711</b>		<b>LEXIS NEXIS RISK DATA MGMT INC,</b>			<b>\$7.70</b>
001.0000.15.521.10.41.001			8/31/2021	1226184-20210831	PD 08/21 Person Searches	7.70	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>18079</b>	<b>9/30/2021</b>	<b>002185</b>		<b>LOWE'S COMPANIES INC,</b>			<b>\$800.69</b>
101.0000.11.542.70.31.001			8/24/2021	923312	PKST Supplies	89.83	
001.0000.11.576.80.31.001			8/24/2021	923445	PKFC Supplies	8.24	
001.0000.11.576.80.31.001			8/3/2021	923091	PKFC Supplies	135.84	
001.0000.11.576.81.31.001			8/16/2021	923069	PKFC Supplies	65.63	
001.0000.11.576.81.31.001			8/16/2021	923177	PKFC Supplies	31.28	
502.0000.17.521.50.31.001			8/6/2021	923207	PKFC Supplies	108.67	
101.0000.11.542.64.31.001			8/17/2021	924252	PKST Supplies	75.61	
101.0000.11.544.90.31.001			8/18/2021	923633	PKFC Supplies	114.54	
502.0000.17.518.30.31.001			8/20/2021	923404	PKFC Supplies	4.04	
001.0000.11.576.81.31.001			9/29/2021	924689	PKFC Supplies	167.01	
<b>18080</b>	<b>9/30/2021</b>	<b>010674</b>		<b>MACKAY COMMUNICATIONS INC,</b>			<b>\$99.96</b>
503.0000.04.518.80.42.001			7/31/2021	SB082628	IT PD 06/21 Air-Time AQ01968	49.98	
503.0000.04.518.80.42.001			8/28/2021	SB083682	IT PD 07/21 Air-Time AQ01968	49.98	
<b>18081</b>	<b>9/30/2021</b>	<b>011494</b>		<b>MARTIN, BRIAN</b>			<b>\$178.75</b>
001.0000.06.515.30.41.001			9/21/2021	2114	LG Video & Audio Redactions PD	178.75	
<b>18082</b>	<b>9/30/2021</b>	<b>009724</b>		<b>MILES RESOURCES LLC,</b>			<b>\$1,107.37</b>
101.0000.11.542.30.31.030			9/20/2021	325698	PKST Hot Mix Asphalt	110.91	
101.0000.11.542.30.31.030			9/13/2021	325402	PKST Hot Mix Asphalt	624.04	
101.0000.11.542.30.31.030			9/6/2021	325242	PKST Hot Mix Asphalt	372.42	
<b>18083</b>	<b>9/30/2021</b>	<b>012500</b>		<b>O'REILLY AUTO PARTS,</b>			<b>\$7.47</b>
501.0000.51.548.79.48.005			9/16/2021	2863-305608	PKFC Mini Bulb	7.47	
<b>18084</b>	<b>9/30/2021</b>	<b>010255</b>		<b>PAPE' MACHINERY EXCHANGE,</b>			<b>\$36.09</b>
501.0000.51.548.79.48.005			8/7/2021	12960044	PKFL Wheel Bolts, Pin Fastener	36.09	
<b>18085</b>	<b>9/30/2021</b>	<b>007033</b>		<b>PARAMETRIX,</b>			<b>\$5,862.39</b>
302.0135.21.595.12.41.001			9/15/2021	29363	PWCP AG 2020-019 Thru 08/28 JB	5,862.39	
<b>18086</b>	<b>9/30/2021</b>	<b>000407</b>		<b>PIERCE COUNTY,</b>			<b>\$1,765.17</b>
001.0000.15.521.10.41.125			9/23/2021	CI-306787	PD 08/20 Jail Services	1,765.17	
<b>18087</b>	<b>9/30/2021</b>	<b>000428</b>		<b>PIERCE COUNTY SEWER,</b>			<b>\$243.10</b>
001.0000.11.576.80.47.004			9/21/2021	1583646 09/21/21	PKFC 07/01-08/31 8807 25th Ave	121.65	
001.0000.11.576.81.47.004			9/21/2021	2029430 09/21/21	PKFC 07/01-08/31 9101 Angle Ln	121.45	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>18088</b>	<b>9/30/2021</b>	<b>010630</b>		<b>PRINT NW,</b>			<b>\$88.10</b>
001.0000.11.571.20.49.005			9/13/2021	32690901	PKRC Business Cards: S. Reddin	44.05	
001.0000.07.558.60.49.005			9/20/2021	32735001	CD Business Cards: Lauren Hine	44.05	
<b>18089</b>	<b>9/30/2021</b>	<b>009928</b>		<b>PROFAST SUPPLY LLC,</b>			<b>\$1,370.33</b>
001.0000.11.576.80.31.001			9/22/2021	35157	PD Supplies	1,370.33	
<b>18090</b>	<b>9/30/2021</b>	<b>007183</b>		<b>PRO-VAC,</b>			<b>\$110,714.21</b>
401.0000.11.531.10.48.001			9/28/2021	70401353	PKSW 07/21 Contract Cleaning &	60,773.92	
401.0000.11.531.10.48.001			9/28/2021	74990227	PKSW 08/21 Contract Cleaning &	49,940.29	
<b>18091</b>	<b>9/30/2021</b>	<b>012650</b>		<b>QUIGG BROS INC,</b>			<b>\$1,205.40</b>
301.0003.11.594.76.63.001			9/21/2021	11	PK AG 2020-103 07/21 Harry Tod	1,262.80	
301.0000.00.223.40.00.000			9/21/2021	11	PK AG 2020-103 07/21 Retainage	-57.40	
<b>18092</b>	<b>9/30/2021</b>	<b>010522</b>		<b>RICOH USA INC,</b>			<b>\$29.48</b>
503.0000.04.518.80.45.002			9/17/2021	5062848463	IT 08/18-09/17 Add'l Images	29.48	
<b>18093</b>	<b>9/30/2021</b>	<b>013053</b>		<b>SIDHU FARMS,</b>			<b>\$44.00</b>
001.0000.11.571.22.41.001			9/27/2021	09/27/21	PKRC 09/10 & 09/24 FM Healthy	44.00	
<b>18094</b>	<b>9/30/2021</b>	<b>012410</b>		<b>SOLON, LISA</b>			<b>\$1,600.00</b>
001.9999.11.565.10.41.020			9/17/2021	55	PKHS 09/16-09/30 Lkwd Choice P	1,600.00	
<b>18095</b>	<b>9/30/2021</b>	<b>002912</b>		<b>SOUND ELECTRONICS,</b>			<b>\$1,868.56</b>
502.0000.17.542.65.48.001			9/22/2021	512005	PKFC Replaced & Tested Exit Li	1,868.56	
<b>18096</b>	<b>9/30/2021</b>	<b>000066</b>		<b>SOUND UNIFORM SOLUTIONS,</b>			<b>\$1,264.04</b>
001.0000.15.521.22.31.008			8/4/2021	202108SU033	PD Alteratiions: Jumpsuit	99.27	
001.0000.15.521.22.31.008			9/8/2021	202109SU059	PD Jumpsuit & Alterations	1,164.77	
<b>18097</b>	<b>9/30/2021</b>	<b>002881</b>		<b>SPRAGUE PEST SOLUTIONS CO,</b>			<b>\$275.00</b>
101.0000.11.542.64.41.001			9/15/2021	4628987	PKST 09/15 Pest Control 5421 S	275.00	
<b>18098</b>	<b>9/30/2021</b>	<b>000516</b>		<b>SPRINT,</b>			<b>\$120.47</b>
503.0000.04.518.80.42.001			9/18/2021	482477812-166	IT 08/15-09/14 Phone	120.47	
<b>18099</b>	<b>9/30/2021</b>	<b>009493</b>		<b>STAPLES ADVANTAGE,</b>			<b>\$236.84</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.99.518.40.31.001			9/10/2021	3486928741	ND Water	37.36	
001.0000.09.518.10.31.001			9/10/2021	3486928742	HR Office Supplies	13.60	
001.0000.07.558.60.31.001			8/31/2021	3486130941	CD/PWST Office Supplies	65.20	
101.0000.21.544.20.31.001			8/31/2021	3486130941	CD/PWST Office Supplies	50.21	
001.0000.07.558.60.31.001			8/31/2021	3486130944	CD Pens	5.50	
001.0000.07.558.60.31.001			8/31/2021	3486130946	CD Stapler	64.97	
<b>18100</b>	<b>9/30/2021</b>	<b>000517</b>		<b>STATE AUDITOR'S OFFICE,</b>			<b>\$4,682.34</b>
001.0000.04.514.20.41.001			9/13/2021	L144111	FN 08/21 Audit	4,682.34	
<b>18101</b>	<b>9/30/2021</b>	<b>002458</b>		<b>SUMMIT LAW GROUP,</b>			<b>\$112.00</b>
001.0000.06.515.30.41.001			9/17/2021	129406	LG Thru 08/31 Joseph Wellman	112.00	
<b>18102</b>	<b>9/30/2021</b>	<b>006497</b>		<b>SYSTEMS FOR PUBLIC SAFETY,</b>			<b>\$18,422.57</b>
501.0000.51.521.10.48.005			8/23/2021	40313	PDFL Oil Change	90.89	
501.0000.51.521.10.48.005			8/23/2021	40313	PDFL Safety Inspection	31.08	
501.0000.51.521.10.48.005			8/23/2021	40313	PDFL Tires	817.93	
501.0000.51.521.10.48.005			8/23/2021	40313	PDFL Steering	6.87	
501.0000.51.521.10.48.005			8/31/2021	40369	PDFL Oil Change	88.87	
501.0000.51.521.10.48.005			8/31/2021	40369	PDFL Safety Inspection	22.88	
501.0000.51.521.10.48.005			8/31/2021	40369	PDFL Electrical	23.06	
501.0000.51.521.10.48.005			8/31/2021	40369	PDFL Tire Repair	77.88	
501.0000.51.521.10.48.005			8/31/2021	40369	PDFL Belt	111.03	
501.0000.51.521.10.48.005			9/9/2021	40160	PDFL Other	182.96	
504.0000.09.518.35.48.001			9/9/2021	40251	RM Claim #2021-0037 Vehicle #4	1,430.14	
501.0000.51.521.10.48.005			9/9/2021	40331	PDFL Other	49.09	
501.0000.51.521.10.48.005			9/9/2021	40339	PDFL Oil Change	87.40	
501.0000.51.521.10.48.005			9/9/2021	40339	PDFL Safety Inspection	21.29	
501.0000.51.521.10.48.005			9/9/2021	40340	PDFL Oil Change	78.71	
501.0000.51.521.10.48.005			9/9/2021	40340	PDFL Safety Inspection	821.83	
501.0000.51.521.10.48.005			9/9/2021	40340	PDFL Brakes	1,586.85	
501.0000.51.521.10.48.005			9/9/2021	40340	PDFL Engine	173.26	
501.0000.51.521.10.48.005			9/9/2021	40340	PDFL Electrical	386.96	
501.0000.51.521.10.48.005			9/9/2021	40340	PDFL Tires	819.34	
501.0000.51.521.10.48.005			9/9/2021	40340	PDFL Belt	111.38	
501.0000.51.521.10.48.005			9/9/2021	40340	PDFL Wipers	33.93	
501.0000.51.521.10.48.005			9/9/2021	40374	PDFL Electrical	32.42	
501.0000.51.521.10.48.005			9/9/2021	40374	PDFL Wheel	347.67	
501.0000.51.521.10.48.005			9/9/2021	40392	PDFL Other	73.63	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
180.0000.15.521.21.48.005			9/9/2021	40399	PDFL Diagnostics	49.09	
501.0000.51.521.10.48.005			9/9/2021	40405	PDFL Safety Inspection	21.31	
501.0000.51.521.10.48.005			9/9/2021	40405	PDFL Oil Change	88.40	
501.0000.51.521.10.48.005			9/24/2021	40364	PDFL Oil Change	93.17	
501.0000.51.521.10.48.005			9/24/2021	40364	PDFL Safety Inspection	1,369.27	
501.0000.51.521.10.48.005			9/24/2021	40364	PDFL Belts	90.69	
501.0000.51.521.10.48.005			9/24/2021	40375	PDFL Oil Change	87.11	
501.0000.51.521.10.48.005			9/24/2021	40375	PDFL Safety Inspection	21.28	
501.0000.51.521.10.48.005			9/24/2021	40382	PDFL Diagnostic	53.63	
501.0000.51.521.10.48.005			9/24/2021	40382	PDFL Steering	4,044.25	
501.0000.51.521.10.48.005			9/24/2021	40382	PDFL Alignment	100.38	
501.0000.51.521.10.48.005			9/24/2021	40382	PDFL Battery	228.15	
501.0000.51.521.10.48.005			9/24/2021	40390	PDFL Oil Change	89.24	
501.0000.51.521.10.48.005			9/24/2021	40390	PDFL Safety Inspection	25.04	
501.0000.51.521.10.48.005			9/24/2021	40390	PDFL Other	215.61	
501.0000.51.521.10.48.005			9/24/2021	40391	PDFL Oil Change	91.50	
501.0000.51.521.10.48.005			9/24/2021	40391	PDFL Safety Inspection	25.30	
501.0000.51.521.10.48.005			9/24/2021	40391	PDFL Radiator	813.77	
501.0000.51.521.10.48.005			9/24/2021	40391	PDFL Engine	188.89	
501.0000.51.521.10.48.005			9/24/2021	40391	PDFL Wipers	55.55	
501.0000.51.521.10.48.005			9/24/2021	40401	PDFL Oil Change	89.71	
501.0000.51.521.10.48.005			9/24/2021	40401	PDFL Safety Inspection	23.72	
501.0000.51.521.10.48.005			9/24/2021	40401	PDFL Brakes	618.20	
501.0000.51.521.10.48.005			9/24/2021	40401	PDFL Steering	284.43	
501.0000.51.521.10.48.005			9/24/2021	40401	PDFL Shocks	769.49	
501.0000.51.521.10.48.005			9/24/2021	40401	PDFL Electrical	37.47	
501.0000.51.521.10.48.005			9/24/2021	40401	PDFL Other	17.70	
501.0000.51.521.10.48.005			9/24/2021	40414	PDFL Battery	317.05	
501.0000.51.521.10.48.005			9/24/2021	40419	PDFL Other	1.05	
501.0000.51.521.10.48.005			9/24/2021	40441	PDFL Other	107.34	
501.0000.51.521.10.48.005			9/24/2021	40441	PDFL Tires	353.84	
501.0000.51.521.10.48.005			9/24/2021	40441	PDFL Steering	240.27	
504.0000.09.518.34.48.001			9/24/2021	40449	PDFL Insurance Repair	49.09	
501.0000.51.521.10.48.005			9/24/2021	40452	PDFL Electrical	26.24	
501.0000.51.521.10.48.005			9/24/2021	40463	PDFL Brakes	73.63	
501.0000.51.521.10.48.005			9/24/2021	40469	PDFL Other	49.09	
501.0000.51.521.10.48.005			9/24/2021	40472	PDFL Parts	105.27	

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<b>18103</b>	<b>9/30/2021</b>	<b>013096</b>		<b>T&amp;B PRODUCTS LLC,</b>			<b>\$7,150.00</b>
502.0000.17.521.50.48.001			8/20/2021	8488	PKFC Replace Door At LPD Gear	6,500.00	
502.0000.17.521.50.48.001			8/20/2021	8488	Sales Tax	650.00	
<b>18104</b>	<b>9/30/2021</b>	<b>001629</b>		<b>TILlicum AMERICAN LAKE GARDENS,</b>			<b>\$7,574.45</b>
001.0000.11.565.10.41.001			9/20/2021	Q1/21-Q2/21	PKHS 2021-025 Q1-Q2/21 Emergen	7,574.45	
<b>18105</b>	<b>9/30/2021</b>	<b>011708</b>		<b>TOTAL FILTRATION SERVICES INC,</b>			<b>\$188.55</b>
502.0000.17.521.50.31.001			9/7/2021	PSV2177851	PKFC Filters	188.55	
<b>18106</b>	<b>9/30/2021</b>	<b>011593</b>		<b>TOWER COURT APTS LLC,</b>			<b>\$4,000.00</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-299	CDBG AG 2021-299 CV Rent Assis	4,000.00	
<b>18107</b>	<b>9/30/2021</b>	<b>012587</b>		<b>TOWNZEN &amp; ASSOCIATES INC,</b>			<b>\$9,238.95</b>
001.0000.07.558.50.41.001			9/9/2021	21-127	CD 08/21 On-Site Manpower Svcs	9,238.95	
<b>18108</b>	<b>9/30/2021</b>	<b>011258</b>		<b>TRANSPORTATION SYSTEMS INC,</b>			<b>\$2,236.39</b>
504.0000.09.518.39.48.001			4/22/2021	5118	RM Claim 2021-0018 Redflex Cam	2,236.39	
<b>18109</b>	<b>9/30/2021</b>	<b>013144</b>		<b>TT CAPITAL HOLDINGS LLC,</b>			<b>\$4,000.00</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-302	CDBG AG 2021-302 CV Rent Assis	4,000.00	
<b>18110</b>	<b>9/30/2021</b>	<b>000153</b>		<b>TYLER TECHNOLOGIES INC,</b>			<b>\$218.80</b>
503.0000.04.518.80.49.004			7/31/2021	020-130351	IT 08/15-09/14 Tyler Supervisi	109.40	
503.0000.04.518.80.49.004			8/18/2021	020-130529	IT 09/15-10/14 Tyler Supervisi	109.40	
<b>18111</b>	<b>9/30/2021</b>	<b>002509</b>		<b>VERIZON WIRELESS,</b>			<b>\$682.83</b>
503.0000.04.518.80.42.001			9/16/2021	9888570563	IT 08/17-09/16 Phone	17.63	
503.0000.04.518.80.42.001			9/16/2021	9888570563	IT 08/17-09/16 Phone	170.86	
503.0000.04.518.80.42.001			9/16/2021	9888570563	IT 08/17-09/16 Phone	140.95	
503.0000.04.518.80.42.001			9/16/2021	9888570563	IT 08/17-09/16 Phone	35.24	
503.0000.04.518.80.42.001			9/16/2021	9888570564	IT 08/17-09/16 Phone	141.39	
503.0000.04.518.80.42.001			9/16/2021	9888570564	IT 08/17-09/16 Phone	176.76	
<b>18112</b>	<b>9/30/2021</b>	<b>012909</b>		<b>VOLCANIC MANUFACTURING LLC,</b>			<b>\$471.44</b>
195.0027.15.521.30.35.010			9/13/2021	15157	PD - ISM PR 3.0 - 8 ISM PR 3.0	306.00	
195.0027.15.521.30.35.010			9/13/2021	15157	PD - NiteRider Tailight - 8 Ni	59.49	
195.0027.15.521.30.35.010			9/13/2021	15157	Sales Tax	23.56	
195.0027.15.521.30.35.010			9/13/2021	15157	Sales Tax	4.58	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
195.0027.15.521.30.35.010			9/13/2021	15158	PD - Custom Decal Kit - 1 Cust	21.25	
195.0027.15.521.30.35.010			9/13/2021	15158	PD - ISM PR 3.0 - 1 ISM PR 3.0	51.00	
195.0027.15.521.30.35.010			9/13/2021	15158	Sales Tax	1.64	
195.0027.15.521.30.35.010			9/13/2021	15158	Sales Tax	3.92	
<b>18113</b>	<b>9/30/2021</b>	<b>011512</b>		<b>WA STATE DEPT OF CORRECTIONS,</b>			<b>\$465.52</b>
001.0000.15.521.32.41.001			8/10/2021	FCU2107.5633	PD 07/21 Workcrew	465.52	
<b>18114</b>	<b>9/30/2021</b>	<b>000593</b>		<b>WASHINGTON STATE TREASURER,</b>			<b>\$798.50</b>
001.0000.02.237.10.00.004			9/29/2021	08/21 Bldg. Code	MC 08/21 State Bldg. Code	798.50	
<b>18115</b>	<b>9/30/2021</b>	<b>011031</b>		<b>XIOLOGIX LLC,</b>			<b>\$101,344.12</b>
001.9999.99.518.10.35.010			9/20/2021	8807	IT-EMC Unity 380 Shelf	4,853.54	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity HD pack 4x1.2tb Drive	1,905.63	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity 400GB Fast Cache SSD	3,153.69	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity 1.2TB 10K SAS Drives	8,098.97	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity Field Install Kit, Po	131.08	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity 5yr Pro Support 4hr o	2,953.99	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity 5 yr Pro Support 4hr	10,534.23	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity 5yr Pro Support 4hr f	3,560.31	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity 3U Shelf	970.71	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-6TB NLSAS drives	7,327.26	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-5yr Pro Support for Shelf	602.56	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-5yr Pro Support for HD	4,514.67	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity 380 Rack	4,853.54	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity 4x1.2TB Pack HD	1,905.63	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity 1.2TB 10K SAS Drives	8,098.97	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity Field Install Kit	131.08	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-5yr NBD Support for Shelf	2,465.38	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-5yr NBD Support for HD	8,778.84	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-3U Shelf	970.71	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Unity 6TB NLSAS Drives	7,327.26	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-5yr NBD Support for shelf	505.61	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-5yr Support NBD for HD	3,762.36	
001.9999.99.518.10.35.010			9/20/2021	8807	IT-Professional Install SVCS	4,200.00	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	60.25	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	485.35	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	190.56	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	315.37	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	809.90	
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001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	295.40	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	1,053.42	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	356.03	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	97.07	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	732.73	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	451.47	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	485.35	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	190.56	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	809.90	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	13.11	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	246.54	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	877.88	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	97.07	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	732.73	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	50.56	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	376.24	
001.9999.99.518.10.35.010			9/20/2021	8807	Sales Tax	420.00	
503.0000.04.518.80.41.001			9/15/2021	8803	IT 04/28 & 06/02 Remote Suppor	577.50	
<b>18116</b>	<b>9/30/2021</b>	<b>008553</b>		<b>ZONES INC,</b>			<b>\$5,867.84</b>
503.0000.04.518.80.48.003			9/22/2021	K17809640101	IT 12 Mo. Enterprise Vault Emai	5,334.40	
503.0000.04.518.80.48.003			9/22/2021	K17809640101	Sales Tax	533.44	
<b>18117</b>	<b>10/15/2021</b>	<b>002289</b>		<b>ACCELA INC,</b>			<b>\$16,526.54</b>
503.0000.04.518.80.41.090			9/30/2021	INV-ACC54698	IT 10/30/21-10/29/22 Accela CR	16,526.54	
<b>18118</b>	<b>10/15/2021</b>	<b>010241</b>		<b>ADVANCE ENVIRONMENTAL INC,</b>			<b>\$450.00</b>
190.4006.52.559.32.41.001			10/4/2021	8855	CDBG MHR-170 Cobun Asbestos S	450.00	
<b>18119</b>	<b>10/15/2021</b>	<b>002293</b>		<b>AHBL INC,</b>			<b>\$525.00</b>
101.9999.21.541.10.41.001			8/31/2021	127833	PWST/PWSW AG 2021-237 08/26-09	262.50	
401.9999.41.531.10.41.001			8/31/2021	127833	PWST/PWSW AG 2021-237 08/26-09	262.50	
<b>18120</b>	<b>10/15/2021</b>	<b>012303</b>		<b>ALL TRAFFIC DATA SERVICES INC,</b>			<b>\$700.00</b>
101.0000.21.544.20.41.001			10/8/2021	24255	PWST AG 2021-102 09/21 Traffic	700.00	
<b>18121</b>	<b>10/15/2021</b>	<b>012498</b>		<b>ALL TRAFFIC SOLUTIONS, INC.,</b>			<b>\$7,136.80</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.9999.51.594.48.64.006			9/30/2021	SIN029907	PWCP Two Speed Alert 18 Radar	6,488.00	
501.9999.51.594.48.64.006			9/30/2021	SIN029907	Sales Tax	648.80	
<b>18122</b>	<b>10/15/2021</b>	<b>001685</b>		<b>AMAYA ELECTRIC CORP,</b>			<b>\$996.55</b>
101.0000.11.542.64.48.001			9/20/2021	9312-28	PWST AG 2020-284 Troubleshoot	1,049.00	
101.0000.00.223.40.00.000			9/20/2021	9312-28	PWST AG 2020-284 Inv. 9312-28	-52.45	
<b>18123</b>	<b>10/15/2021</b>	<b>007445</b>		<b>ASSOCIATED PETROLEUM PRODUCTS,</b>			<b>\$12,364.73</b>
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	216.87	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	116.00	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	147.94	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	200.06	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	225.27	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	173.16	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	205.10	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	195.01	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	235.36	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	196.69	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	126.09	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	210.14	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	198.37	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	124.40	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	398.43	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	132.81	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	300.92	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	395.07	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	164.75	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	349.68	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	184.93	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	141.22	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	221.91	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	206.78	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	425.33	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	211.82	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	263.94	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	260.58	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	268.98	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	169.79	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	147.94	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	116.00	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	109.27	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	379.94	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	178.20	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	230.32	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	250.49	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	300.92	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	178.20	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	348.00	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	163.07	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	152.98	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	119.36	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	196.69	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	206.78	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	411.88	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	200.06	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	289.16	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	346.31	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	131.13	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	215.19	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	240.40	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	154.66	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	191.65	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	183.24	
501.0000.51.521.10.32.001			9/24/2021	0387326-IN	PDFL 9/4-9/24	255.49	
<b>18124</b>	<b>10/15/2021</b>	<b>013158</b>		<b>BENTLEY PROPERTIES NW LLC,</b>			<b>\$4,000.00</b>
190.6002.52.559.70.41.001			10/12/2021	AG 2021-329	CDBG AG 2021-329 CV Rent Assis	4,000.00	
<b>18125</b>	<b>10/15/2021</b>	<b>011039</b>		<b>BERK CONSULTING INC,</b>			<b>\$6,895.00</b>
001.9999.13.558.70.41.001			10/21/2021	10603-09-21	ED AG 2021-221 09/21 Economic	6,895.00	
<b>18126</b>	<b>10/15/2021</b>	<b>008226</b>		<b>BIO CLEAN INC,</b>			<b>\$423.51</b>
501.0000.51.521.10.48.005			9/29/2021	12648	PDFL Other	423.51	
<b>18127</b>	<b>10/15/2021</b>	<b>013155</b>		<b>BURT, CHARLES</b>			<b>\$400.00</b>
001.0000.11.571.20.41.077			9/30/2021	003	PKRC Arts Commission Retreat ~	400.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>18128</b>	<b>10/15/2021</b>	<b>009926</b>		<b>CASCADE RIGHT-OF-WAY SVCS LLC,</b>			<b>\$2,990.00</b>
302.0024.21.595.12.41.001			10/6/2021	LW Stei 21.10	PWCP Thru 09/30 Steil. Blvd. S	2,990.00	
<b>18129</b>	<b>10/15/2021</b>	<b>010262</b>		<b>CENTURYLINK,</b>			<b>\$329.51</b>
503.0000.04.518.80.42.001			10/1/2021	253-584-2263 463B	IT 10/01-11/01 Phone	79.64	
503.0000.04.518.80.42.001			10/1/2021	253-584-5364 399B	IT 10/01-11/01 Phone	58.30	
503.0000.04.518.80.42.001			10/2/2021	253-581-8220 448B	IT 10/02/21-11/02/21 Phone	58.00	
503.0000.04.518.80.42.001			9/19/2021	253-588-4697 855B	IT 09/19-10/19 Phone	50.35	
503.0000.04.518.80.42.001			9/23/2021	206-T31-6789 758B	IT 09/23-10/23 Phone	83.22	
<b>18130</b>	<b>10/15/2021</b>	<b>002120</b>		<b>CHICAGO TITLE CO,</b>			<b>\$632.76</b>
190.4006.52.559.32.41.001			8/3/2021	W2021-TR-9	CDBG MHR-168 Herbel Recording	211.92	
190.4006.52.559.32.41.001			8/20/2021	W2021-TR-10	CDBG LHR-090 Kim Recording Fee	210.92	
190.4006.52.559.32.41.001			8/20/2021	W2021-TR-11	CDBG MHR-177 Russell Recording	209.92	
<b>18131</b>	<b>10/15/2021</b>	<b>000536</b>		<b>CITY TREASURER CITY OF TACOMA,</b>			<b>\$46,931.17</b>
502.0000.17.518.35.47.005			9/28/2021	100113209 09/28/21	PKFC 08/27-09/27 6000 Main St	7,118.50	
101.0000.11.542.63.47.006			9/28/2021	100218262 09/28/21	PKST 08/27-09/27 10601 Main St	57.86	
101.0000.11.542.63.47.006			9/28/2021	100218270 09/28/21	PKST 08/27-09/27 10602 Main St	10.41	
101.0000.11.542.64.47.005			9/28/2021	100218275 09/28/21	PKST 08/27-09/27 10511 GLD SW	69.13	
101.0000.11.542.63.47.006			9/28/2021	100262588 09/28/21	PKST 08/27-09/27 6100 Lkwd Tow	88.50	
101.0000.11.542.63.47.006			9/30/2021	100223530 09/30/21	PKST 08/31-09/29 9315 GLD SW	2,291.32	
001.0000.15.521.10.49.020			10/1/2021	91050811	PD Q4/21 Radio User Fee	36,620.25	
101.0000.11.542.64.47.005			10/5/2021	100436443 10/05/21	PKST 08/05-10/04 8103 83rd Ave	39.06	
101.0000.11.542.64.47.005			10/5/2021	101129625 10/05/21	PKST 08/05-10/04 7804 83rd Ave	40.72	
101.0000.11.542.63.47.006			10/12/2021	100349546 10/12/21	PKST 08/12-10/11 7210 BPW W -	60.44	
101.0000.11.542.64.47.005			10/12/2021	100351985 10/12/21	PKST 08/12-10/11 7500 BPW SW #	221.89	
101.0000.11.542.63.47.006			10/12/2021	100440754 10/12/21	PKST 09/11-10/11 7211 BPW W St	20.57	
101.0000.11.542.63.47.006			10/12/2021	100440755 10/12/21	PKST 08/12-10/11 7001 BPW W #S	46.80	
101.0000.11.542.64.47.005			10/12/2021	100475269 10/12/21	PKST 08/12-10/11 6621 BPW W #S	3.35	
101.0000.11.542.64.47.005			10/12/2021	100475274 10/12/21	PKST 08/12-10/11 6401 Flanagan	4.09	
101.0000.11.542.63.47.006			10/12/2021	100898201 10/12/21	PKST 09/11-10/11 7729 BPW W	152.38	
101.0000.11.542.64.47.005			10/12/2021	100905390 10/12/21	PKST 08/12-10/11 7429 BPW W	85.90	
<b>18132</b>	<b>10/15/2021</b>	<b>005786</b>		<b>CLASSY CHASSIS,</b>			<b>\$1,008.84</b>
180.0000.15.521.21.48.005			10/1/2021	5307	PDFL Oil Change	156.22	
501.0000.51.521.10.48.005			10/1/2021	5307	PDFL Oil Change	48.63	
501.0000.51.548.79.48.005			9/30/2021	5294	PKFL Wash	7.31	
501.0000.51.548.79.48.005			9/30/2021	5294	PKFL Oil Change, Wash	61.62	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.548.79.48.005			9/30/2021	5294	PKFL Oil Change		58.08
501.0000.51.548.79.48.005			9/30/2021	5294	PKFL Oil Change		48.63
501.0000.51.548.79.48.005			9/30/2021	5294	PKFL Wash		7.31
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
180.0000.15.521.21.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		14.58
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		14.58
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		6.00
180.0000.15.521.21.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		12.96
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		22.09
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
180.0000.15.521.21.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		20.25
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash		7.29

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	12.96	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
180.0000.15.521.21.48.005			9/30/2021	W-1183	PDFL Carwash	20.25	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	27.54	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	21.87	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	27.54	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	27.54	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	20.25	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	14.58	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	8.60	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.63	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1183	PDFL Carwash	7.29	
501.0000.51.521.10.48.005			9/30/2021	W-1184	PDFL Carwash	13.77	
<b>18133</b>	<b>10/15/2021</b>	<b>000099</b>		<b>CLOVER PARK SCHOOL DISTRICT,</b>			<b>\$906.03</b>
501.0000.51.548.79.32.001			5/6/2021	20280	PKFL 04/21 Fuel	906.03	
<b>18134</b>	<b>10/15/2021</b>	<b>000100</b>		<b>CLOVER PARK TECHNICAL COLLEGE,</b>			<b>\$200.00</b>
101.0000.11.542.63.47.006			1/12/2021	99297	PKST Winter 2021 12 Street Lig	200.00	
<b>18135</b>	<b>10/15/2021</b>	<b>002994</b>		<b>CORDANT HEALTH SOLUTIONS,</b>			<b>\$159.65</b>
001.0000.02.523.30.41.001			9/30/2021	TC-42210093021	MC 09/21 UA Fees	159.65	
<b>18136</b>	<b>10/15/2021</b>	<b>013154</b>		<b>COVANTA ENERGY LLC,</b>			<b>\$394.10</b>
001.0000.15.521.80.41.001			9/27/2021	365050Mario	PD Spec Waste Scvs	394.10	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>18137</b>	<b>10/15/2021</b>	<b>003867</b>		<b>DELL MARKETING LP,</b>			<b>\$139.41</b>
503.0015.04.518.80.35.030			9/14/2021	10518541713	IT Keyboard For Latitude 7200	139.41	
<b>18138</b>	<b>10/15/2021</b>	<b>010648</b>		<b>DIAMOND MARKETING SOLUTIONS,</b>			<b>\$100.00</b>
001.0000.99.518.40.42.002			10/7/2021	359722	ND 09/21 Daily Mail	100.00	
<b>18139</b>	<b>10/15/2021</b>	<b>011994</b>		<b>DOUG MCDONALD FARMS,</b>			<b>\$2,200.00</b>
001.0000.11.571.20.31.050			10/7/2021	21246	PKRC Pumpkins: Truck/Tractor D	2,200.00	
<b>18140</b>	<b>10/15/2021</b>	<b>011920</b>		<b>EILEEN OBRIEN CONSULTING,</b>			<b>\$1,200.00</b>
195.0021.02.512.53.41.001			10/1/2021	10/01/21	MC Aug & Sept Consulting Svcs	1,200.00	
<b>18141</b>	<b>10/15/2021</b>	<b>011568</b>		<b>ENVIRONMENTAL SCIENCE ASSOC,</b>			<b>\$10,003.83</b>
301.0020.11.594.76.41.001			10/13/2021	168248	PK AG 2021-286 09/21 Wards Lak	10,003.83	
<b>18142</b>	<b>10/15/2021</b>	<b>005190</b>		<b>FASTENAL,</b>			<b>\$29.05</b>
502.0000.17.518.35.31.001			4/29/2021	WALA246945	PKFC 50mL R Threadlocker	25.20	
502.0000.17.521.50.31.001			4/29/2021	WALA246955	PKFC Screws	3.85	
<b>18143</b>	<b>10/15/2021</b>	<b>012975</b>		<b>FOSTER GARVEY PC,</b>			<b>\$200.00</b>
001.0000.06.515.30.41.001			10/12/2021	2801915	LG Thru 09/30 Swan Properties	200.00	
<b>18144</b>	<b>10/15/2021</b>	<b>007965</b>		<b>GORDON THOMAS HONEYWELL,</b>			<b>\$7,779.17</b>
001.0000.03.513.10.41.001			9/30/2021	Sept 2021 1014	CM AG 2020-275 09/21 Gov'tl Af	4,862.50	
192.0000.00.558.60.41.001			9/30/2021	Sept 2021 1185	SSMCP AG 2021-262 09/21 Gov'tl	2,916.67	
<b>18145</b>	<b>10/15/2021</b>	<b>000207</b>		<b>GREATER LAKES MENTAL HEALTH,</b>			<b>\$22,899.18</b>
001.0000.15.521.10.41.001			10/14/2021	Q3/21	PD AG 2021-300 Q3/21 2021 MHP	22,899.18	
<b>18146</b>	<b>10/15/2021</b>	<b>012423</b>		<b>GUARDIAN ALLIANCE TECH INC.,</b>			<b>\$120.00</b>
001.0000.15.521.40.41.001			9/30/2021	13941	PD Social Media Screenings	120.00	
<b>18147</b>	<b>10/15/2021</b>	<b>011900</b>		<b>HEMISPHERE DESIGN INC,</b>			<b>\$11,500.00</b>
001.9999.13.558.70.41.001			10/5/2021	COL211005	ED AG 2021-110 10/21 Build You	11,500.00	
<b>18148</b>	<b>10/15/2021</b>	<b>012411</b>		<b>HERRERA-VELASQUEZ, MURIEL</b>			<b>\$2,237.60</b>
001.9999.11.565.10.41.020			10/11/2021	56	PKHS 10/01-10/15 Lakewood's Ch	2,000.00	
001.0000.11.565.10.41.020			9/30/2021	09/30/21	PKHS 08/13/21-08/13/22 Lkwd Ch	237.60	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>18149</b>	<b>10/15/2021</b>	<b>008765</b>		<b>HOLDEN POLYGRAPH LLC,</b>			<b>\$600.00</b>
001.0000.15.521.40.41.001			9/28/2021	168	PD 09/01 & 09/09 Polygraphs: C	600.00	
<b>18150</b>	<b>10/15/2021</b>	<b>012308</b>		<b>HONEY BUCKET,</b>			<b>\$2,276.81</b>
104.0021.01.557.30.41.001				0552321189	HM Sani-Can 09/09-09/29 9107 A	-205.62	
001.0000.11.571.20.41.082				0552338708	PKRC Sani-Can 09-15-09/29: 871	-146.86	
001.0000.11.571.20.41.082			10/8/2021	0552375550	PKRC Sani-Can 10/08-10/11:9115	728.00	
001.0000.11.576.80.41.001			10/5/2021	0552368176	PKFC Sani-Can 10/05-11/01: 970	124.50	
001.0000.11.571.20.41.082			9/7/2021	0552315046	PKRC Sani-Can 09/07-09/08: 871	6.79	
001.0000.02.523.30.47.004			9/20/2021	0552339546	MC Sani-Can 09/20-10/17: 8714	110.00	
001.9999.11.571.10.41.001			9/24/2021	0552348402	PKRC Sani-Can 09/24-09/27: 612	1,660.00	
<b>18151</b>	<b>10/15/2021</b>	<b>011300</b>		<b>HORWATH LAW PLLC,</b>			<b>\$42,386.94</b>
001.0000.02.512.51.41.004			10/8/2021	10/08/21	MC AG 2020-203 2021 09/21 Publ	38,750.00	
001.9999.02.512.51.41.001			10/8/2021	10/08/21	MC 09/21 Social Worker Svcs	666.94	
001.0000.02.512.51.41.001			10/8/2021	10/08/21	MC 09/21 Investigator Svcs	2,970.00	
<b>18152</b>	<b>10/15/2021</b>	<b>000234</b>		<b>HUMANE SOCIETY FOR TACOMA &amp; PC,</b>			<b>\$12,571.17</b>
001.0000.15.554.30.41.008			10/1/2021	IVC0002383	PD AG 2020-261 10/01 Animal Sh	12,544.67	
001.0000.15.554.30.41.008			9/30/2021	IVC0002392	PD AG 2020-261 09/21 Exceeding	26.50	
<b>18153</b>	<b>10/15/2021</b>	<b>008301</b>		<b>IN TIME RENOVATIONS LLC,</b>			<b>\$1,815.00</b>
190.4006.52.559.32.41.001			9/27/2021	1324	CDBG MHR-177 Russell Install M	1,815.00	
<b>18154</b>	<b>10/15/2021</b>	<b>010885</b>		<b>JOHNSTON GROUP LLC,</b>			<b>\$4,500.00</b>
001.0000.03.513.10.41.001			10/1/2021	1224	CM AG 2020-276 10/21 Fed. Gov.	4,500.00	
<b>18155</b>	<b>10/15/2021</b>	<b>011961</b>		<b>KELLEY CONNECT COMPANY,</b>			<b>\$1,571.25</b>
503.0000.04.518.80.45.002			8/26/2021	IN890196	IT 08/21 Copier	150.98	
503.0000.04.518.80.45.002			8/26/2021	IN890196	IT 08/21 Copier	0.51	
503.0000.04.518.80.45.002			8/26/2021	IN890196	IT 08/21 Copier	17.33	
503.0000.04.518.80.45.002			8/26/2021	IN890196	IT 08/21 Copier	126.03	
503.0000.04.518.80.45.002			8/26/2021	IN890196	IT 08/21 Copier	14.64	
503.0000.04.518.80.45.002			8/26/2021	IN890196	IT 08/21 Copier	196.26	
503.0000.04.518.80.45.002			8/26/2021	IN890196	IT 08/21 Copier	20.85	
503.0000.04.518.80.45.002			8/26/2021	IN890196	IT 08/21 Copier	416.78	
503.0000.04.518.80.45.002			8/26/2021	IN890196	IT 08/21 Copier	10.92	
503.0000.04.518.80.45.002			8/26/2021	IN890196	IT 08/21 Copier	616.95	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>18156</b>	<b>10/15/2021</b>	<b>003820</b>		<b>KNIGHT FIRE PROTECTION INC,</b>			<b>\$271.15</b>
502.0000.17.518.35.41.001			10/5/2021	72497	PKFC Svc On 29 Fire Extinguish	271.15	
<b>18157</b>	<b>10/15/2021</b>	<b>000299</b>		<b>LAKEVIEW LIGHT &amp; POWER CO.,</b>			<b>\$11,645.37</b>
101.0000.11.542.64.47.005			9/21/2021	67044-001 09/21/21	PKST 08/17-09/17 100th St SW &	68.33	
101.0000.11.542.64.47.005			9/21/2021	67044-003 09/21/21	PKST 08/17-09/17 Motor Ave & W	85.29	
101.0000.11.542.64.47.005			9/21/2021	67044-005 09/21/21	PKST 08/17-09/17 BP Wy SW & Lk	76.45	
101.0000.11.542.64.47.005			9/21/2021	67044-006 09/21/21	PKST 08/17-09/17 108th St SW &	71.45	
101.0000.11.542.64.47.005			9/21/2021	67044-019 09/21/21	PKST 08/17-09/17 BPW SW & 100t	73.06	
101.0000.11.542.64.47.005			9/21/2021	67044-020 09/21/21	PKST 08/17-09/17 59th Ave SW &	90.01	
101.0000.11.542.64.47.005			9/21/2021	67044-022 09/21/21	PKST 08/17-09/17 GLD SW & BPW	96.09	
101.0000.11.542.64.47.005			9/21/2021	67044-024 09/21/21	PKST 08/17-09/17 GLD SW & Stei	67.97	
001.0000.11.576.80.47.005			9/21/2021	67044-034 09/21/21	PKFC 08/17-09/17 10506 Russell	41.55	
101.0000.11.542.63.47.006			9/21/2021	67044-039 09/21/21	PKST 08/17-09/17 5700 100th St	51.90	
101.0000.11.542.64.47.005			9/21/2021	67044-046 09/21/21	PKST 08/17-09/17 10013 GLD SW	178.31	
101.0000.11.542.64.47.005			9/21/2021	67044-047 09/21/21	PKST 08/17-09/17 59th Ave SW &	74.58	
001.0000.11.576.80.47.005			9/21/2021	67044-063 09/21/21	PKFC 08/17-09/17 6002 Fairlawn	46.18	
101.0000.11.542.64.47.005			9/21/2021	67044-064 09/21/21	PKST 08/17-09/17 93rd & BPW	63.51	
101.0000.11.542.64.47.005			9/21/2021	67044-082 09/21/21	PKST 08/17-09/17 GLD & Mt Tac	157.87	
101.0000.11.542.63.47.006			9/21/2021	67044-086 09/21/21	PKST 08/17-09/17 6119 Motor Av	64.21	
101.0000.11.542.63.47.005			9/21/2021	67044-088 09/21/21	PK 08/17-09/17 11950 47th St S	47.34	
101.0000.11.542.63.47.006			9/21/2021	67044-090 09/21/21	PKST 08/17-09/17 5310 100th St	89.75	
502.0000.17.521.50.47.005			9/21/2021	117448-001 09/21/21	PKFC 08/17-09/17 Lkwd Police S	9,501.01	
101.0000.11.542.64.47.005			9/28/2021	67044-028 09/28/21	PKST 08/24-09/24 Pac Hwy SW &	71.80	
401.0000.41.531.10.47.005			9/28/2021	67044-037 09/28/21	PWSW 08/24-09/24 Pac Hwy SW	44.40	
101.0000.11.542.64.47.005			9/28/2021	67044-038 09/28/21	PKST 08/24-09/24 BP Way & Pac	72.25	
001.0000.11.576.80.47.005			9/28/2021	67044-041 09/28/21	PKFC 08/24-09/24 4721 127th St	75.64	
101.0000.11.542.64.47.005			9/28/2021	67044-043 09/28/21	PKST 08/24-09/24 BPW SW & San	179.73	
101.0000.11.542.64.47.005			9/28/2021	67044-054 09/28/21	PKST 08/24-09/24 11417 Pac Hwy	73.59	
101.0000.11.542.64.47.005			9/28/2021	67044-055 09/28/21	PKST 08/24-09/24 11424 Pac Hwy	68.59	
101.0000.11.542.64.47.005			9/28/2021	67044-056 09/28/21	PKST 08/24-09/24 11517 Pac Hwy	73.68	
401.0000.41.531.10.47.005			9/28/2021	67044-057 09/28/21	PWSW 08/24-09/24 5118 Seattle	40.83	
<b>18158</b>	<b>10/15/2021</b>	<b>012321</b>		<b>LAKWOOD ARTS FESTIVAL ASSOC,</b>			<b>\$3,195.70</b>
104.0022.01.557.30.41.001			10/6/2021	10/06/21	HM AG 2021-094 Lodging Tax Gra	633.89	
104.0022.01.557.30.41.001			10/10/2021	10/10/21	HM AG 2021-094 Lodging Tax Gra	560.29	
104.0022.01.557.30.41.001			10/2/2021	10/02/21	HM AG 2021-094 Lodging Tax Gra	2,001.52	
<b>18159</b>	<b>10/15/2021</b>	<b>012346</b>		<b>LAKWOOD BUILDING MAINT. LLC,</b>			<b>\$7,925.00</b>

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001.0000.11.576.80.41.001			10/6/2021	1016	PK AG 2021-150 09/21 Park Jani	7,050.00	
001.0000.11.576.81.41.001			10/6/2021	1016	PK AG 2021-150 09/21 Park Jani	875.00	
<b>18160</b>	<b>10/15/2021</b>	<b>000288</b>		<b>LAKWOOD HARDWARE &amp; PAINT INC,</b>			<b>\$113.79</b>
001.0000.11.542.70.48.001			10/6/2021	660617	PKST Blower And Handle Mount	40.67	
001.0000.11.542.70.31.001			10/6/2021	660618	PKST The Handyone	69.28	
101.0000.11.544.90.31.001			10/4/2021	660455	PKST Spider Trap	3.84	
<b>18161</b>	<b>10/15/2021</b>	<b>010434</b>		<b>LEE, YOUNG</b>			<b>\$130.00</b>
001.0000.02.512.51.49.009			10/12/2021	10/12/21	MC 09/08 Interpreter	130.00	
<b>18162</b>	<b>10/15/2021</b>	<b>012383</b>		<b>LEGEND DATA SYSTEMS INC,</b>			<b>\$372.35</b>
001.0000.09.518.10.31.001			9/28/2021	132723	HR ISO Prox Cards	372.35	
<b>18163</b>	<b>10/15/2021</b>	<b>002296</b>		<b>LEXIS NEXIS,</b>			<b>\$1,368.40</b>
503.0000.04.518.80.49.004			8/31/2021	3093449563	IT 08/21 LexisNexis	684.20	
503.0000.04.518.80.49.004			9/30/2021	3093483462	IT 09/21 LexisNexis	684.20	
<b>18164</b>	<b>10/15/2021</b>	<b>009711</b>		<b>LEXIS NEXIS RISK DATA MGMT INC,</b>			<b>\$7.70</b>
001.0000.15.521.10.41.001			9/30/2021	1226184-20210930	PD 09/21 Person Searches	7.70	
<b>18165</b>	<b>10/15/2021</b>	<b>012555</b>		<b>MALAGON, IXTLACCIHUATL</b>			<b>\$139.97</b>
001.0000.02.512.51.49.009			10/12/2021	10/12/21	MC 09/02 Interpreter	139.97	
<b>18166</b>	<b>10/15/2021</b>	<b>011494</b>		<b>MARTIN, BRIAN</b>			<b>\$162.50</b>
001.0000.06.515.30.41.001			9/29/2021	2115	LG Video & Audio Redactions PD	162.50	
<b>18167</b>	<b>10/15/2021</b>	<b>009130</b>		<b>MATVIYCHUK, IRENE</b>			<b>\$266.16</b>
001.0000.02.512.51.49.009			10/12/2021	10/12/21	MC 09/07 & 09/14 Interpreter	266.16	
<b>18168</b>	<b>10/15/2021</b>	<b>012457</b>		<b>MILE HIGH SHOOTING ACCESSORIES,</b>			<b>\$450.63</b>
001.0000.15.521.26.35.010			10/5/2021	INV5912	PD Item #07260726 AW and AT Ri	218.40	
001.0000.15.521.26.35.010			10/5/2021	INV5912	PD Item #25848 BL Countersunk	171.27	
001.0000.15.521.26.35.010			10/5/2021	INV5912	freight	20.00	
001.0000.15.521.26.35.010			10/5/2021	INV5912	Sales Tax	1.99	
001.0000.15.521.26.35.010			10/5/2021	INV5912	Sales Tax	21.84	
001.0000.15.521.26.35.010			10/5/2021	INV5912	Sales Tax	17.13	
<b>18169</b>	<b>10/15/2021</b>	<b>009724</b>		<b>MILES RESOURCES LLC,</b>			<b>\$12,758.56</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
302.0134.21.595.30.63.001			9/30/2021	AG 2020-083 PP # 13	PWCP AG 2020-083 06/01-09/30 V	11,925.21	
101.0000.11.542.30.31.030			9/27/2021	325875	PKST Hot Mix Asphalt	833.35	
<b>18170</b>	<b>10/15/2021</b>	<b>000365</b>		<b>NORTHWEST ABATEMENT SVC INC,</b>			<b>\$1,045.00</b>
502.0000.17.521.50.48.001			9/30/2021	121-3813	PKFC Empty Lead Buckets, Chang	1,045.00	
<b>18171</b>	<b>10/15/2021</b>	<b>000364</b>		<b>NORTHWEST BUILDING LLC,</b>			<b>\$3,801.00</b>
502.0000.17.521.50.48.009			10/1/2021	4Q/21	PKFC 4Q/21 Common Area Exp. Fo	3,801.00	
<b>18172</b>	<b>10/15/2021</b>	<b>000366</b>		<b>NORTHWEST CASCADE INC,</b>			<b>\$27,506.22</b>
311.0005.21.594.35.63.001			9/30/2021	AG 2021-188 PP # 3	PWSC AG 2021-188 09/01-09/30 M	27,506.22	
<b>18173</b>	<b>10/15/2021</b>	<b>009317</b>		<b>OPTIC FUSION INC,</b>			<b>\$3,048.56</b>
503.0000.04.518.80.42.001			9/1/2021	95-19202	IT 09/21 Internet Connectivity	1,524.28	
503.0000.04.518.80.42.001			10/1/2021	95-19232	IT 10/21 Internet Connectivity	1,524.28	
<b>18174</b>	<b>10/15/2021</b>	<b>012500</b>		<b>O'REILLY AUTO PARTS,</b>			<b>\$52.22</b>
501.0000.51.548.79.31.006			9/30/2021	3626-351274	PKFL Spark Plugs	19.73	
001.0000.11.576.81.31.001			9/30/2021	2863-311460	PKFC Supplies	32.49	
<b>18175</b>	<b>10/15/2021</b>	<b>006775</b>		<b>PAPE' MATERIAL HANDLING EX.,</b>			<b>\$66.00</b>
101.0000.11.544.90.31.001			8/9/2021	8609812	PKST Forklift Manual Book	82.83	
101.0000.11.544.90.31.001				8649359	PKST Credit Duplicate Shipping	-16.83	
<b>18176</b>	<b>10/15/2021</b>	<b>000407</b>		<b>PIERCE COUNTY,</b>			<b>\$25,822.86</b>
190.0002.53.559.31.41.001			10/5/2021	CI-307474	CDBG 09/21 Recording Fees	838.00	
191.0000.01.559.20.41.001			10/5/2021	CI-307474	NSP 09/21 Recording Fees	214.50	
191.0000.01.559.20.41.001			10/5/2021	CI-307474	NSP 09/21 Recording Fees	408.00	
191.0000.01.559.20.41.001			10/5/2021	CI-307474	NSP 09/21 Recording Fees	212.50	
311.0000.01.535.30.41.001			10/5/2021	CI-307474	PWSC 09/21 Recording Fees	117.00	
401.0000.41.531.10.41.001			10/5/2021	CI-307474	PWSW 09/21 Recording Fees	419.00	
503.0000.04.518.80.42.001			10/11/2021	CI-307610	IT Q3/21 WAN & LINX User	2,487.00	
631.0003.02.586.10.00.010			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	497.63	
101.0000.11.542.64.41.001			9/27/2021	CI-306817	PKST/PWCP 08/21 Traffic Ops. M	13,588.20	
302.0004.21.595.30.41.001			9/27/2021	CI-306817	PKST/PWCP 08/21 Traffic Ops. M	7,041.03	
<b>18177</b>	<b>10/15/2021</b>	<b>000428</b>		<b>PIERCE COUNTY SEWER,</b>			<b>\$621.24</b>
502.0000.17.518.35.47.004			10/1/2021	870307 10/01/21	PKFC 09/21 6000 Main St SW	139.81	
001.0000.11.576.80.47.004			10/1/2021	936570 10/01/21	PKFC 09/21 6002 Fairlawn DR SW	23.28	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.80.47.004			10/1/2021	1032275 10/01/21	PKFC 09/21 8421 Pine St S	18.21	
502.0000.17.521.50.47.004			10/1/2021	1360914 10/01/21	PKFC 09/21 9401 Lkwd Dr SW	99.28	
001.0000.11.576.81.47.004			10/1/2021	1431285 10/01/21	PKFC 09/21 9107 Angle Ln SW Co	94.22	
101.0000.11.543.50.47.004			10/1/2021	1552201 10/01/21	PKST 09/21 9420 Front St S	52.00	
001.0000.11.576.80.47.004			10/1/2021	162489 10/01/21	PKFC 09/21 9222 Veterans Dr SW	63.82	
001.0000.11.576.81.47.004			10/1/2021	2020548 10/01/21	PKFC 09/21 8200 87th Ave SW Sh	38.47	
001.0000.11.576.81.47.001			10/1/2021	2067277 10/01/21	PKFC 09/21 9251 Angle LN SW	18.21	
001.0000.11.576.80.47.004			10/1/2021	2079712 10/01/21	PK 09/21 8928 North Thorne Ln	73.94	
<b>18178</b>	<b>10/15/2021</b>	<b>010064</b>		<b>PINTO, MICHELLE</b>			<b>\$387.72</b>
001.0000.02.512.51.49.009			10/12/2021	10/12/21	MC 09/28 Interpreter	387.72	
<b>18179</b>	<b>10/15/2021</b>	<b>009928</b>		<b>PROFAST SUPPLY LLC,</b>			<b>\$80.94</b>
001.0000.11.576.81.31.001			10/8/2021	35527	PKFC Steel Rake	80.94	
<b>18180</b>	<b>10/15/2021</b>	<b>007183</b>		<b>PRO-VAC,</b>			<b>\$935.00</b>
101.0000.11.542.30.41.001			8/15/2021	118925	PKST 08/15 Sweeper 12421 Edgew	935.00	
<b>18181</b>	<b>10/15/2021</b>	<b>009152</b>		<b>PUBLIC FINANCE INC,</b>			<b>\$274.74</b>
202.0000.01.514.20.41.001			10/1/2021	0002342	DS 4Q/21 LID Admin	78.50	
202.0000.02.514.20.41.001			10/1/2021	0002342	DS 4Q/21 LID Admin	39.25	
202.0000.03.514.20.41.001			10/1/2021	0002342	DS 4Q/21 LID Admin	156.99	
<b>18182</b>	<b>10/15/2021</b>	<b>012426</b>		<b>RANGER TREE EXPERTS INC,</b>			<b>\$27,225.00</b>
301.0019.11.594.76.41.001			9/28/2021	2476	PK Edgewater Park Tree Removal	15,500.00	
301.0019.11.594.76.41.001			9/28/2021	2476	PK Edgewater Park Tree Removal	750.00	
301.0019.11.594.76.41.001			9/28/2021	2476	PK Edgewater Park Tree Removal	7,750.00	
301.0019.11.594.76.41.001			9/28/2021	2476	PK Edgewater Park Tree Removal	750.00	
301.0019.11.594.76.41.001			9/28/2021	2476	Sales Tax	2,475.00	
<b>18183</b>	<b>10/15/2021</b>	<b>007505</b>		<b>REDFLEX TRAFFIC SYSTEMS INC,</b>			<b>\$32,240.00</b>
001.0000.15.521.71.41.080			9/30/2021	INVI-3880	PD 09/21 Photo Enforcement	32,240.00	
<b>18184</b>	<b>10/15/2021</b>	<b>010522</b>		<b>RICOH USA INC,</b>			<b>\$27.67</b>
503.0000.04.518.80.45.002			9/21/2021	5062862828	IT 08/21-09/20 Add't Images	27.67	
<b>18185</b>	<b>10/15/2021</b>	<b>000473</b>		<b>ROBBLEE'S TOTAL SECURITY INC,</b>			<b>\$52.47</b>
502.0000.17.542.65.31.001			9/29/2021	118837	PKFC Keys	52.47	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>18186</b>	<b>10/15/2021</b>	<b>011508</b>		<b>SCJ ALLIANCE,</b>			<b>\$428.50</b>
301.0037.11.594.76.41.001			10/12/2021	65119	PK AG 2020-084 08/29 Thru 10/0	428.50	
<b>18187</b>	<b>10/15/2021</b>	<b>009283</b>		<b>SEOUL COMMUNICATION 1.5,</b>			<b>\$130.00</b>
001.0000.02.512.51.49.009			10/12/2021	10/12/21	MC 09/14 Interpreter	130.00	
<b>18188</b>	<b>10/15/2021</b>	<b>012410</b>		<b>SOLON, LISA</b>			<b>\$1,600.00</b>
001.9999.11.565.10.41.020			10/11/2021	57	PKHS 10/01-10/15 Lakewood's Ch	1,600.00	
<b>18189</b>	<b>10/15/2021</b>	<b>000066</b>		<b>SOUND UNIFORM SOLUTIONS,</b>			<b>\$1,038.90</b>
001.0000.15.521.22.31.008			9/29/2021	202109SU264	PD Alterations: Velcro Removed	24.75	
001.0000.15.521.21.31.008			9/20/2021	202109SU172	PD Alterations: Taser Pkt Adde	159.94	
001.0000.15.521.22.31.008			9/17/2021	202109SU147	PD Jumpsuit: J. Pinguil	329.80	
001.0000.15.521.22.31.008			9/16/2021	202109SU136	PD Jumpsuit, Badge, Knee Pads:	499.66	
001.0000.15.521.22.31.008			9/22/2021	202109SU215	PD Alterations: Sleeves	24.75	
<b>18190</b>	<b>10/15/2021</b>	<b>010656</b>		<b>SOUTH SOUND 911,</b>			<b>\$156,477.49</b>
001.0000.15.521.10.41.126			10/1/2021	00403	PD 10/21 Communication Svcs	115,910.00	
001.0000.15.521.10.41.126			10/1/2021	00403	PD 10/21 RMS Svcs	24,895.83	
001.0000.15.521.10.41.126			10/1/2021	00403	PD 10/21 Records/Permitting Sv	8,508.33	
001.0000.15.521.10.41.126			10/1/2021	00403	PD 10/21 Warrant Services	7,163.33	
<b>18191</b>	<b>10/15/2021</b>	<b>002881</b>		<b>SPRAGUE PEST SOLUTIONS CO,</b>			<b>\$347.80</b>
502.0000.17.542.65.48.001			10/10/2021	4641009	PKFC 10/10 Pest Control Lkwd T	61.80	
502.0000.17.518.35.41.001			10/11/2021	4635368	PKFC 10/11 Pest Control CH	69.41	
502.0000.17.521.50.48.001			9/27/2021	4617864	PKFC 09/27 Pest Control PD	126.50	
001.0000.11.576.81.41.001			9/28/2021	4610432	PKFC 09/28 Gen Pest Svcs: 9115	90.09	
<b>18192</b>	<b>10/15/2021</b>	<b>009493</b>		<b>STAPLES ADVANTAGE,</b>			<b>\$1,259.50</b>
001.0000.15.521.10.31.001			9/29/2021	3488366413	PD Office Supplies	170.74	
001.0000.15.521.10.31.001			9/29/2021	3488366414	PD Office Supplies	24.63	
001.0000.02.512.50.31.001			9/30/2021	3488530881	MC Office Supplies	401.08	
001.0000.02.512.50.31.001			9/30/2021	3488530884	MC Office Supplies	14.29	
001.0000.02.512.50.31.001			9/30/2021	3488530887	MC Copy Paper	270.53	
001.0000.15.521.10.31.001			9/15/2021	3487306281	PD Office Supplies	111.77	
001.0000.15.521.10.31.001			9/15/2021	3487306284	PD 9 Volt Battery	13.68	
001.0000.15.521.10.31.001			9/17/2021	3487467415	PD Datasticks	252.78	
<b>18193</b>	<b>10/15/2021</b>	<b>009030</b>		<b>STERICYCLE INC,</b>			<b>\$211.51</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.31.001			9/30/2021	3005729791	PD Disposable Boxes	211.51	
<b>18194</b>	<b>10/15/2021</b>	<b>011544</b>		<b>STOWE DEV AND STRATEGIES,</b>			<b>\$780.00</b>
001.9999.13.558.70.41.001			10/5/2021	57	ED AG 2016-181 09/21 Consultin	780.00	
<b>18195</b>	<b>10/15/2021</b>	<b>002458</b>		<b>SUMMIT LAW GROUP,</b>			<b>\$5,823.00</b>
001.0000.06.515.30.41.001			9/17/2021	129333	LG 08/21 General Labor	5,823.00	
<b>18196</b>	<b>10/15/2021</b>	<b>012936</b>		<b>SUNDANCE APARTMENTS,</b>			<b>\$2,980.00</b>
190.6002.52.559.70.41.001			10/13/2021	AG 2021-336	CDBG AG 2021-336 CV Rent Assis	2,980.00	
<b>18197</b>	<b>10/15/2021</b>	<b>009243</b>		<b>SURPLUS AMMO &amp; ARMS, LLC,</b>			<b>\$2,062.61</b>
001.0000.15.521.26.35.010			9/28/2021	2020	PD Surefire DS00 Switches	1,870.00	
001.0000.15.521.26.35.010			9/28/2021	2020	Sales Tax	192.61	
<b>18198</b>	<b>10/15/2021</b>	<b>006497</b>		<b>SYSTEMS FOR PUBLIC SAFETY,</b>			<b>\$5,362.53</b>
501.0000.51.521.10.48.005			9/30/2021	40377	PDFL Oil Change	90.16	
501.0000.51.521.10.48.005			9/30/2021	40377	PDFL Safety Inspection	93.19	
501.0000.51.521.10.48.005			9/30/2021	40415	PDFL Other	962.50	
501.0000.51.521.10.48.005			9/30/2021	40416	PDFL Oil Change	91.29	
501.0000.51.521.10.48.005			9/30/2021	40416	PDFL Safety Inspection	25.30	
501.0000.51.521.10.48.005			9/30/2021	40416	PDFL Brakes	583.50	
501.0000.51.521.10.48.005			9/30/2021	40416	PDFL Electrical	52.25	
504.0000.09.518.35.48.001			9/30/2021	40416	RM Claim #2021-0050 Ins Repair	1,494.14	
501.0000.51.521.10.48.005			9/30/2021	40470	PFLD Wheel	730.39	
501.0000.51.521.10.48.005			8/16/2021	40350	PDFL Parts	210.19	
501.0000.51.521.10.48.005			8/4/2021	40320	PDFL Tire Repair	49.09	
501.0000.51.521.10.48.005			10/8/2021	40273	PDFL Oil Change	94.59	
501.0000.51.521.10.48.005			10/8/2021	40273	PDFL Safety Inspection	22.09	
501.0000.51.521.10.48.005			10/8/2021	40273	PDFL Electrical	96.90	
501.0000.51.521.10.48.005			10/8/2021	40294	PDFL Oil Change	90.09	
501.0000.51.521.10.48.005			10/8/2021	40294	PDFL Safety Inspection	72.33	
501.0000.51.521.10.48.005			10/8/2021	40294	PDFL Alternator	516.87	
501.0000.51.521.10.48.005			10/8/2021	40294	PDFL Other	87.66	
<b>18199</b>	<b>10/15/2021</b>	<b>011013</b>		<b>TANNE, CARL</b>			<b>\$298.08</b>
001.0000.02.512.51.49.009			10/12/2021	10/12/21	MC 09/14 & 09/21 Interpreter	298.08	
<b>18200</b>	<b>10/15/2021</b>	<b>012587</b>		<b>TOWNZEN &amp; ASSOCIATES INC,</b>			<b>\$5,500.28</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.07.558.50.41.001			10/6/2021	21-148	CD 09/21 On-Site Manpower Svcs	5,500.28	
<b>18201</b>	<b>10/15/2021</b>	<b>008186</b>		<b>TRCVB,</b>			<b>\$13,594.83</b>
104.0016.01.557.30.41.001			8/31/2021	LW-2021-08	HM AG 2021-087 08/21 Lodging T	6,858.05	
104.0016.01.557.30.41.001			9/30/2021	LW-2021-09	HM AG 2021-087 09/21 Lodging T	6,736.78	
<b>18202</b>	<b>10/15/2021</b>	<b>009372</b>		<b>VENTEK INTERNATIONAL,</b>			<b>\$90.00</b>
503.0000.04.518.80.42.001			10/1/2021	129059	IT 10/21 CCU Server Hosting, D	90.00	
<b>18203</b>	<b>10/15/2021</b>	<b>012914</b>		<b>VERIZON COMMUNICATIONS INC,</b>			<b>\$683.07</b>
503.0000.04.518.80.42.001			10/1/2021	601000020267	IT 09/21 GPS	233.77	
503.0000.04.518.80.42.001			10/8/2021	376000019215	IT 09/28 Service 9420 Front St	220.00	
503.0000.04.518.80.42.001			9/1/2021	374000017985	IT 08/21 GPS	229.30	
<b>18204</b>	<b>10/15/2021</b>	<b>002509</b>		<b>VERIZON WIRELESS,</b>			<b>\$800.79</b>
180.0000.15.521.21.42.001			9/26/2021	9889356660	IT 08/27-09/26 Phone	378.69	
503.0000.04.518.80.42.001			9/26/2021	9889356660	IT 08/27-09/26 Phone	422.10	
<b>18205</b>	<b>10/15/2021</b>	<b>002977</b>		<b>WACHTER, HEIDI</b>			<b>\$263.10</b>
001.0000.06.515.30.43.003			10/11/2021	10/02-10/06/21 ICMA	LG ICMA Conf. Mileage & Per Di	154.10	
001.0000.06.515.30.43.004			10/11/2021	10/02-10/06/21 ICMA	LG ICMA Conf. Mileage & Per Di	109.00	
<b>18206</b>	<b>10/15/2021</b>	<b>012984</b>		<b>WALL, NOEL</b>			<b>\$3,300.00</b>
190.6002.52.559.70.41.001			10/7/2021	AG 2021-325	CDBG AG 2021-325 CV Rent Assis	3,300.00	
<b>18207</b>	<b>10/15/2021</b>	<b>000593</b>		<b>WASHINGTON STATE TREASURER,</b>			<b>\$34,486.10</b>
631.0002.02.586.10.00.020			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	13,905.83	
631.0002.02.586.10.00.001			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	9,218.33	
631.0002.02.586.10.00.090			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	152.35	
631.0002.02.586.10.00.210			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	40.74	
631.0002.02.586.10.00.060			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	1,015.91	
631.0002.02.586.10.00.130			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	222.34	
631.0002.02.586.10.00.140			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	187.30	
631.0002.02.586.10.00.150			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	2,034.81	
631.0002.02.586.10.00.160			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	768.95	
631.0002.02.586.10.00.170			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	22.49	
631.0002.02.586.10.00.180			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	20.55	
631.0002.02.586.10.00.190			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	20.56	
631.0002.02.586.10.00.030			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	5,418.13	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
631.0002.02.586.10.00.050			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	1,457.81	
<b>18208</b>	<b>10/15/2021</b>	<b>006166</b>		<b>WESTERN TOWING SERVICES,</b>			<b>\$176.00</b>
001.0000.15.521.10.41.070			10/6/2021	21-35558	PD 09/25	88.00	
001.0000.15.521.10.41.070			10/6/2021	35559	PD 09/25	88.00	
<b>18209</b>	<b>10/15/2021</b>	<b>012987</b>		<b>WEX BANK,</b>			<b>\$2,159.81</b>
501.0000.51.548.79.32.001			9/30/2021	74582070	PKFL 09/21	107.69	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	73.78	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	18.59	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	138.39	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	86.76	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	82.93	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	82.62	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	14.45	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	15.74	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	59.85	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	19.07	
501.0000.51.548.79.32.001			9/30/2021	74582070	PKFL 09/21	86.32	
180.0000.15.521.21.32.001			9/30/2021	74582070	PDFL 09/21	605.63	
180.0000.15.521.21.32.001			9/30/2021	74582070	PDFL 09/21	53.06	
181.0000.15.521.30.32.001			9/30/2021	74582070	PDFL 09/21	73.06	
181.0000.15.521.30.32.001			9/30/2021	74582070	PDFL 09/21	99.75	
501.0000.51.548.79.32.001			9/30/2021	74582070	PKFL 09/21	77.89	
501.0000.51.548.79.32.001			9/30/2021	74582070	PKFL 09/21	39.62	
501.0000.51.548.79.32.001			9/30/2021	74582070	PKFL 09/21	91.42	
501.0000.51.548.79.32.001			9/30/2021	74582070	PKFL 09/21	201.17	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	47.43	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	33.49	
501.0000.51.521.10.32.001			9/30/2021	74582070	PDFL 09/21	51.10	
<b>18210</b>	<b>10/15/2021</b>	<b>011031</b>		<b>XIOLOGIX LLC,</b>			<b>\$7,530.02</b>
503.0000.04.518.80.48.003			9/30/2021	8822	IT - Thru 10/18/22 VMWare Supp	6,264.00	
503.0000.04.518.80.48.003			9/30/2021	8822	Sales Tax	626.40	
503.0000.04.518.80.48.002			9/30/2021	8823	IT Thru 07/29/22 Dell R730 Ser	639.62	
<b>95322</b>	<b>9/30/2021</b>	<b>002293</b>		<b>AHBL INC,</b>			<b>\$99,888.00</b>
192.0009.07.558.60.41.001			8/31/2021	127522	SSMP AG 2021-070 07/26-08/25 J	99,888.00	



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>95323</b>	<b>9/30/2021</b>	<b>004071</b>		<b>BEACON ATHLETICS,</b>			<b>\$841.51</b>
001.0000.11.576.81.31.001			9/20/2021	0536923-IN	PKFC Supplies	841.51	
<b>95324</b>	<b>9/30/2021</b>	<b>013143</b>		<b>BOYLSTON WPIG LLC,</b>			<b>\$4,000.00</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-310	CDBG AG 2021-310 CV Rent Assis	4,000.00	
<b>95325</b>	<b>9/30/2021</b>	<b>003726</b>		<b>BUNCE RENTAL INC,</b>			<b>\$216.96</b>
001.0000.11.576.80.45.004			9/24/2021	323446-1	PKFC Chipper Rental & Gas	216.96	
<b>95326</b>	<b>9/30/2021</b>	<b>002120</b>		<b>CHICAGO TITLE CO,</b>			<b>\$384.30</b>
190.0006.52.559.31.41.001			9/14/2021	201005280622 9/14/21	CDBG MHR-082 Corrado Reconveya	384.30	
<b>95327</b>	<b>9/30/2021</b>	<b>002120</b>		<b>CHICAGO TITLE CO,</b>			<b>\$384.30</b>
190.0006.52.559.31.41.001			9/27/2021	201111100607 9/27/21	CDBG Santamour Reconveyance Fe	384.30	
<b>95328</b>	<b>9/30/2021</b>	<b>002408</b>		<b>CITY OF TACOMA,</b>			<b>\$1,317.00</b>
001.0000.15.521.32.41.001			9/7/2021	91048121	PD 08/03-08/25 Work Crew Homel	1,317.00	
<b>95329</b>	<b>9/30/2021</b>	<b>011584</b>		<b>COBAN TECHNOLOGIES INC,</b>			<b>\$1,298.00</b>
181.0000.15.521.21.35.010			9/9/2021	42766	PD - 2 CLS 110 Low Profile SD/	850.00	
181.0000.15.521.21.35.010			9/9/2021	42766	PD - 2 Edge Rear IR Cameras	300.00	
181.0000.15.521.21.35.010			9/9/2021	42766	freight	30.00	
181.0000.15.521.21.35.010			9/9/2021	42766	Sales Tax	85.00	
181.0000.15.521.21.35.010			9/9/2021	42766	Sales Tax	30.00	
181.0000.15.521.21.35.010			9/9/2021	42766	Sales Tax	3.00	
<b>95330</b>	<b>9/30/2021</b>	<b>011564</b>		<b>CODE PUBLISHING COMPANY,</b>			<b>\$2,125.97</b>
001.0000.06.514.30.41.001			9/20/2021	70855	LG Muni Code Web Update, New P	2,125.97	
<b>95331</b>	<b>9/30/2021</b>	<b>013152</b>		<b>EIGHT TWENTY EIGHT,</b>			<b>\$1,333.00</b>
001.9999.11.565.10.41.020			9/14/2021	1228	PKHS 2021-2022 Equity Coaching	1,333.00	
<b>95332</b>	<b>9/30/2021</b>	<b>013145</b>		<b>ENTRY 8 PROPERTY MANAGEMENT,</b>			<b>\$4,000.00</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-296	CDBG AG 2021-296 CV Rent Assis	4,000.00	
<b>95333</b>	<b>9/30/2021</b>	<b>000166</b>		<b>FEDERAL EXPRESS,</b>			<b>\$34.15</b>
001.0000.99.518.40.42.002			9/10/2021	7-496-21981	ND 09/02 PD Shipping	34.15	
<b>95334</b>	<b>9/30/2021</b>	<b>001716</b>		<b>FENCE SPECIALISTS INC,</b>			<b>\$2,777.50</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.80.41.001			8/31/2021	0049312	PKFC Gate Install: 8928 N Thor	1,897.50	
001.0000.11.576.80.41.001			8/31/2021	0049330	PKFC Fence Install:6002 Fairla	880.00	
<b>95335</b>	<b>9/30/2021</b>	<b>000196</b>		<b>GOV'T FINANCE OFFICERS ASSOC,</b>			<b>\$85.00</b>
001.0000.04.514.20.49.003			9/27/2021	3026255	FN Disclosure Update: Kapla	85.00	
<b>95336</b>	<b>9/30/2021</b>	<b>012801</b>		<b>HAYTON FARMS BERRIES,</b>			<b>\$12.00</b>
001.0000.11.571.22.41.001			9/27/2021	09/27/21	PKRC 09/10 FM Healthy Bucks	12.00	
<b>95337</b>	<b>9/30/2021</b>	<b>012977</b>		<b>HUNTERS GLEN APARTMENTS,</b>			<b>\$1,820.00</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-295	CDBG AG 2021-295 CV Rent Assis	1,820.00	
<b>95338</b>	<b>9/30/2021</b>	<b>004863</b>		<b>I O SOLUTIONS INC,</b>			<b>\$943.00</b>
001.0000.15.521.40.41.001			9/22/2021	C51202A	PD Exams/Scoring	943.00	
<b>95339</b>	<b>9/30/2021</b>	<b>003836</b>		<b>JOHNSTONE SUPPLY,</b>			<b>\$138.85</b>
502.0000.17.518.35.31.001			7/6/2021	11-S100668979.001	PKFC Condensate Pumps	138.85	
<b>95340</b>	<b>9/30/2021</b>	<b>010716</b>		<b>JUBITZ FLEET SERVICES,</b>			<b>\$314.81</b>
501.0000.51.521.10.32.001			9/16/2021	CL756249	PD 09/03 Fuel	314.81	
<b>95341</b>	<b>9/30/2021</b>	<b>000292</b>		<b>LAKWOOD POLICE SPECIAL INVEST,</b>			<b>\$1,290.00</b>
181.0000.15.521.21.31.012			9/28/2021	09/21 Investigative	PDSZ 09/21 Investigative Reple	1,290.00	
<b>95342</b>	<b>9/30/2021</b>	<b>000292</b>		<b>LAKWOOD POLICE SPECIAL INVEST,</b>			<b>\$840.00</b>
180.0000.15.521.21.31.012			9/28/2021	09/21 Narcotics	PDSZ 09/21 Narcotics Replensih	840.00	
<b>95343</b>	<b>9/30/2021</b>	<b>000296</b>		<b>LAKWOOD SISTER CITIES,</b>			<b>\$521.30</b>
104.0026.01.557.30.41.001			9/7/2021	3 2021	HM AG 2021-089 Gimhae Lodging	521.30	
<b>95344</b>	<b>9/30/2021</b>	<b>000300</b>		<b>LAKWOOD WATER DISTRICT,</b>			<b>\$10,974.42</b>
101.0000.11.542.70.47.001			9/14/2021	20229.02 09/14/21	PKST 07/08-09/07 11201 Old Mil	69.99	
001.0000.11.576.80.47.001			9/14/2021	20378.02 09/14/21	PKFC 07/08-09/07 11524 Old Mil	1,224.85	
101.0000.11.542.70.47.001			9/7/2021	13318.03 09/07/21	PKST 07/01-08/30 WA Blvd & GLD	225.11	
101.0000.11.542.70.47.001			9/7/2021	15034.02 09/07/21	PKST 07/01-08/30 SW Corner BP	62.39	
001.0000.11.576.80.47.001			9/7/2021	15036.03 09/07/21	PKFC 07/01-08/30 127th & Addis	3,054.15	
001.0000.11.576.80.47.001			9/7/2021	15040.02 09/07/21	PKFC 07/01-08/30 4723 127th St	64.97	
101.0000.11.542.70.47.001			9/7/2021	16302.03 09/07/21	PKST 07/01-08/30 GLD & 112th S	80.71	
502.0000.17.518.35.47.001			9/7/2021	16699.03 09/07/21	PKFC 07/01-08/30 6000 Main St	1,837.93	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
502.0000.17.518.35.47.001			9/7/2021	16702.02 09/07/21	PKFC 07/01-08/30 6000 Main St	185.02	
502.0000.17.518.35.47.001			9/7/2021	16706.02 09/07/21	PKFC 07/01-08/30 6000 Main St	43.12	
101.0000.11.542.70.47.001			9/7/2021	26572.03 09/07/21	PKST 07/01-08/30 10000 GL & Ny	43.12	
101.0000.11.542.70.47.001			9/7/2021	26638.02 09/07/21	PKST 07/01-08/30 Island GL & V	40.00	
101.0000.11.542.70.47.001			9/7/2021	26756.03 09/07/21	PKST 07/01-08/30 SE CO BP & Pa	43.74	
101.0000.11.542.70.47.001			9/7/2021	26997.02 09/07/21	PKST 07/01-08/30 Pac Hwy SW S/	252.98	
101.0000.11.542.70.47.001			9/7/2021	27347.01 09/07/21	PKST 07/01-08/30 0 BP & 123rd	107.99	
101.0000.11.542.70.47.001			9/7/2021	27417.02 09/07/21	PKST 07/01-08/30 GLD/Mt Tac Dr	80.71	
101.0000.11.542.70.47.001			9/7/2021	27571.01 09/07/21	PKST 07/01-08/30 123rd St SW S	1,291.86	
001.0000.11.576.80.47.001			9/28/2021	26999.02 09/07/21	PKFC 07/01-08/30 Primley's Par	64.93	
311.0005.21.535.13.63.001			9/29/2021	7146	PWSC WO # 21-07-00136 Remove &	2,085.26	
001.0000.11.576.81.47.001			9/21/2021	27555.01 09/21/21	PKFC 07/15-09/13 0 Steil Blvd	115.59	
<b>95345</b>	<b>9/30/2021</b>	<b>004680</b>		<b>LANGUAGE LINE SERVICES,</b>			<b>\$36.83</b>
001.0000.02.512.51.49.009			8/31/2021	10308446	MC 08/21	36.83	
<b>95346</b>	<b>9/30/2021</b>	<b>010474</b>		<b>LECO SUPPLY,</b>			<b>\$4,520.01</b>
001.0000.11.576.80.31.001			7/30/2021	186526A	PKFC Can Liners	2,206.60	
001.0000.11.576.80.31.001			7/30/2021	189156	PKFC Tissue, Gloves, Hand Soap	1,145.87	
001.0000.11.576.80.31.001			7/30/2021	189156A	PKFC Can Liners	1,167.54	
<b>95347</b>	<b>9/30/2021</b>	<b>005685</b>		<b>LEMAY MOBILE SHREDDING,</b>			<b>\$60.00</b>
001.0000.02.512.50.41.001			9/1/2021	4715571	MC 08/06 Shredding	60.00	
<b>95348</b>	<b>9/30/2021</b>	<b>000309</b>		<b>LES SCHWAB TIRE CENTER,</b>			<b>\$336.03</b>
501.0000.51.548.79.48.005			9/10/2021	30500679585	PKFL Tires	336.03	
<b>95349</b>	<b>9/30/2021</b>	<b>012838</b>		<b>LONGSHOT TO PLACE LLC,</b>			<b>\$366.97</b>
001.0000.00.213.10.00.000			9/27/2021	Ref000199499	Over Payment by Escrow Refund	366.97	
<b>95350</b>	<b>9/30/2021</b>	<b>008988</b>		<b>MCDONOUGH &amp; SONS INC,</b>			<b>\$49,445.04</b>
502.0000.17.518.35.48.001			2/28/2021	246693	PKFC/PKSW 02/21 Sweeping	335.47	
502.0000.17.542.65.48.001			2/28/2021	246693	PKFC/PKSW 02/21 Sweeping	559.11	
001.0000.11.576.81.48.001			2/28/2021	246693	PKFC/PKSW 02/21 Sweeping	223.65	
001.0000.11.576.80.48.001			2/28/2021	246693	PKFC/PKSW 02/21 Sweeping	447.29	
401.0000.11.531.10.48.001			2/28/2021	246693	PKFC/PKSW 02/21 Sweeping	27,480.75	
502.0000.17.518.35.48.001			3/31/2021	247464	PKFC/PKSW 03/21 Sweeping	335.47	
401.0000.11.531.10.48.001			3/31/2021	247464	PKFC/PKSW 03/21 Sweeping	7,578.36	
401.0000.11.531.10.48.001			6/30/2021	250280	PKFC/PKSW 06/21 Sweeping	5,854.20	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
502.0000.17.518.35.48.001			6/30/2021	250280	PKFC/PKSW 06/21 Sweeping	335.47	
401.0000.11.531.10.48.001			7/31/2021	250281	PKFC/PKSW 07/21 Sweeping	5,959.80	
502.0000.17.518.35.48.001			7/31/2021	250281	PKFC/PKSW 07/21 Sweeping	335.47	
<b>95351</b>	<b>9/30/2021</b>	<b>013142</b>		<b>MR. COOPER GROUP INC,</b>			<b>\$4,000.00</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-307	CDBG AG 2021-307 CV Rent Assis	4,000.00	
<b>95352</b>	<b>9/30/2021</b>	<b>009967</b>		<b>MT VIEW LOCATING SERVICES LLC,</b>			<b>\$340.00</b>
001.0000.11.576.81.41.001			9/8/2021	22351.26600	PKFC 09/01 Private Locate: 911	340.00	
<b>95353</b>	<b>9/30/2021</b>	<b>010743</b>		<b>NISQUALLY INDIAN TRIBE,</b>			<b>\$131.00</b>
001.0000.15.521.10.41.125			8/31/2021	28441	PD 08/21 Pharmacy Reimb.	131.00	
<b>95354</b>	<b>9/30/2021</b>	<b>000378</b>		<b>OGDEN MURPHY WALLACE,</b>			<b>\$600.00</b>
001.0000.06.515.30.41.001			9/10/2021	854870	LG Thru 08/31 Public Defender	600.00	
<b>95355</b>	<b>9/30/2021</b>	<b>010633</b>		<b>P &amp; C ROOFING INC,</b>			<b>\$15,070.00</b>
190.4006.52.559.32.41.001			9/12/2021	MHR-184 09/12/21	CDBG AG 2021-301 MHR-184 Acker	13,700.00	
190.4006.52.559.32.41.001			9/12/2021	MHR-184 09/12/21	Sales Tax	1,370.00	
<b>95356</b>	<b>9/30/2021</b>	<b>006117</b>		<b>PETTY CASH,</b>			<b>\$244.64</b>
001.0000.04.514.20.31.005			9/29/2021	09/21 VH	FN Kapla: Q3/20 Recog Lunch Ka	52.07	
001.0000.09.518.10.31.001			9/29/2021	09/21 VH	HR St Pierre: Tabs	10.44	
001.0000.11.576.80.31.008			9/29/2021	09/21 VH	PKFC Brosio: Boot Allowance	60.00	
001.0000.99.518.40.42.002			9/29/2021	09/21 VH	HR Pandrea: Postage For Office	76.00	
101.0000.21.542.64.31.001			9/29/2021	09/21 VH	PWST Huynh: Battery, Measuring	17.57	
101.0000.21.542.64.31.001			9/29/2021	09/21 VH	PWST Shigetomi: Measuring Tape	28.56	
<b>95357</b>	<b>9/30/2021</b>	<b>006117</b>		<b>PETTY CASH,</b>			<b>\$205.06</b>
501.0000.51.521.10.32.001			9/10/2021	08/21JL	PD 08/05 Fuel	70.02	
001.0000.15.521.40.43.001			9/10/2021	08/21JL	PD Leadsonline Leadership Conf	19.64	
001.0000.15.521.40.43.001			9/10/2021	08/21JL	PD Leadsonline Leadership Conf	96.12	
501.0000.51.521.10.32.001			9/10/2021	08/21JL	PD 08/23 Fuel	19.28	
<b>95358</b>	<b>9/30/2021</b>	<b>009541</b>		<b>PRO FORCE LAW ENFORCEMENT,</b>			<b>\$7,862.69</b>
001.0000.15.521.10.35.010			9/9/2021	461082	PD - 100 - TSR Cart M26/x26 15	2,820.00	
001.0000.15.521.10.35.010			9/9/2021	461082	PD - 50 - TSR Cart M26/X26 21	1,515.00	
001.0000.15.521.10.35.010			9/9/2021	461082	PD - 50 - TSR Cart M26/X26 25	1,722.50	
001.0000.15.521.10.35.010			9/9/2021	461082	Sales Tax	282.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.35.010			9/9/2021	461082	Sales Tax	151.50	
001.0000.15.521.10.35.010			9/9/2021	461082	Sales Tax	172.25	
001.0000.15.521.10.31.020			8/3/2021	457590	PD 6390RDS-832-131 SFL 6390 AL	545.20	
001.0000.15.521.10.31.020			8/3/2021	457590	Sales Tax	54.52	
001.0000.15.521.10.31.020			8/9/2021	458098	PD 6390RD-2832-131 SFL 6390 AL	545.20	
001.0000.15.521.10.31.020			8/9/2021	458098	Sales Tax	54.52	
<b>95359</b>	<b>9/30/2021</b>	<b>000445</b>		<b>PUGET SOUND ENERGY,</b>			<b>\$923.38</b>
502.0000.17.521.50.47.011			9/17/2021	200008745289 9/17/21	PKFC 08/17-09/16 9401 Lkwd Dr	76.39	
101.0000.11.542.64.47.005			9/20/2021	300000005037 9/20/21	PKST 07/29-08/30 Gravelly Lk &	291.03	
502.0000.17.518.35.47.011			9/20/2021	200018357661 9/20/21	PKFC 08/18-09/17 6000 Main St	346.38	
001.0000.11.576.81.47.005			9/23/2021	220017468871 9/23/21	PKFC 08/23-09/22 9107 Angle La	104.43	
001.0000.11.576.81.47.005			9/23/2021	220024933081 9/23/21	PKFC 08/23-09/22 8714 87th Ave	51.01	
001.0000.11.576.81.47.005			9/23/2021	200001527346 9/23/21	PKFC 08/23-09/22 8714 87th Ave	12.93	
001.0000.11.576.81.47.005			9/21/2021	200001527551 9/21/21	PKFC 08/19-09/20 9115 Angle Ln	41.21	
<b>95360</b>	<b>9/30/2021</b>	<b>000449</b>		<b>PUGET SOUND REGIONAL COUNCIL,</b>			<b>\$18,359.00</b>
001.0000.99.518.40.49.001			9/13/2021	2022044	ND PSRC 2022 Membership Dues	18,359.00	
<b>95361</b>	<b>9/30/2021</b>	<b>005342</b>		<b>RAINIER LIGHTING &amp; ELECTRICAL,</b>			<b>\$618.34</b>
502.0000.17.542.65.31.001			9/14/2021	548274-1	PKFC Lights	574.75	
502.0000.17.518.35.31.001			9/23/2021	548560-1	PKFC Lug, 3/8 Rings	43.59	
<b>95362</b>	<b>9/30/2021</b>	<b>012825</b>		<b>READY SET TOW LLC,</b>			<b>\$88.00</b>
001.0000.15.521.10.41.070			9/23/2021	21-09068	PD 09/22	88.00	
<b>95363</b>	<b>9/30/2021</b>	<b>013149</b>		<b>RED ROOF RENTALS LLC,</b>			<b>\$3,580.00</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-319	CDBG AG 2021-319 CV Rent Assis	3,580.00	
<b>95364</b>	<b>9/30/2021</b>	<b>013135</b>		<b>ROBBINS HONEY FARM,</b>			<b>\$94.00</b>
001.0000.11.571.22.41.001			9/27/2021	09/27/21	PKRC 09/10 & 09/24 FM Healthy	94.00	
<b>95365</b>	<b>9/30/2021</b>	<b>012541</b>		<b>SEYMOUR, DAVID</b>			<b>\$3,200.00</b>
001.9999.11.571.10.41.001			9/22/2021	COL25	PKRC 25th Anniversary Celebrat	3,200.00	
<b>95366</b>	<b>9/30/2021</b>	<b>012951</b>		<b>SILVERWOOD ALLIANCE APTS LLC,</b>			<b>\$9,793.00</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-308	CDBG AG 2021-308 CV Rent Assis	1,060.00	
190.6002.52.559.70.41.001			9/29/2021	AG 2021-311	CDBG AG 2021-311 CV Rent Assis	1,788.00	
190.6002.52.559.70.41.001			9/29/2021	AG 2021-312	CDBG AG 2021-312 CV Rent Assis	4,000.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
190.6002.52.559.70.41.001			9/29/2021	AG 2021-318	CDBG AG 2021-318 CV Rent Assis	2,945.00	
<b>95367</b>	<b>9/30/2021</b>	<b>013146</b>		<b>SOMERSET LAKE GARDENS LLC,</b>			<b>\$1,700.00</b>
190.6002.52.559.70.41.001			9/29/2021	AG 2021-297	CDBG AG 2021-297 CV Rent Assis	1,700.00	
<b>95368</b>	<b>9/30/2021</b>	<b>002667</b>		<b>TACOMA TOWING LLC,</b>			<b>\$88.00</b>
001.0000.15.521.10.41.070			9/15/2021	246072	PD 09/10	88.00	
<b>95369</b>	<b>9/30/2021</b>	<b>004652</b>		<b>TITUS WILL CHEVROLET,</b>			<b>\$1,043.74</b>
501.0000.51.521.10.48.005			7/27/2021	8227636	PDFL Steering	111.72	
501.0000.51.521.10.48.005			7/27/2021	8227636	PDFL Breaks	932.02	
<b>95370</b>	<b>9/30/2021</b>	<b>000595</b>		<b>WASHINGTON ASSOC OF SHERIFFS,</b>			<b>\$2,019.89</b>
001.0000.02.523.30.41.001			5/31/2021	EM 2021-00320	MC 05/21 Home Monitoring	1,010.39	
001.0000.02.523.30.41.001			8/31/2021	EM 2021-00432	MC 08/21 Home Monitoring	1,009.50	
<b>95371</b>	<b>10/15/2021</b>	<b>010899</b>		<b>ACCESS INFORMATION MANAGEMENT,</b>			<b>\$4,220.58</b>
001.0000.06.514.30.41.001			9/30/2021	9019821	LG 09/21 Record Retention & Mg	4,220.58	
<b>95372</b>	<b>10/15/2021</b>	<b>008307</b>		<b>AT&amp;T MOBILITY,</b>			<b>\$16,274.18</b>
180.0000.15.521.21.42.001			9/19/2021	287293165778 9/19/21	IT/PD Thru 09/19 Phone	343.39	
503.0000.04.518.80.42.001			9/19/2021	287293165778 9/19/21	IT/PD Thru 09/19 Phone	11,108.92	
503.0000.04.518.80.42.001			9/19/2021	287296255265 9/19/21	IT Thru 09/19 Phone	4,809.75	
503.0000.04.518.80.42.001			9/19/2021	287304884473 9/19/21	IT Thru 09/19 Phone	12.12	
<b>95373</b>	<b>10/15/2021</b>	<b>010688</b>		<b>BALLOON SPECIALTIES,</b>			<b>\$561.00</b>
001.9999.11.571.10.41.001			9/7/2021	B21090700	PKRC Balloon Svcs: Helium Non-	561.00	
<b>95374</b>	<b>10/15/2021</b>	<b>012025</b>		<b>CHI FRANCISCAN OCCUP HEALTH,</b>			<b>\$570.00</b>
001.0000.09.518.10.41.001			10/1/2021	00011480-00	HR 09/21 Physicals, Audiograms	570.00	
<b>95375</b>	<b>10/15/2021</b>	<b>002120</b>		<b>CHICAGO TITLE CO,</b>			<b>\$384.30</b>
190.0006.52.559.31.41.001			10/7/2021	201803060369 10/7/21	CDBG MHR-136 Melton Reconveyan	384.30	
<b>95376</b>	<b>10/15/2021</b>	<b>002120</b>		<b>CHICAGO TITLE CO,</b>			<b>\$247.05</b>
190.0006.52.559.31.41.001			10/5/2021	201812220980 7/7/21	CDBG DPA-033 Guillory Reconvey	247.05	
<b>95377</b>	<b>10/15/2021</b>	<b>000095</b>		<b>CHOUGH, KWANG S</b>			<b>\$135.60</b>
001.0000.02.512.51.49.009			10/12/2021	10/12/21	MC 09/14 Interpreter	135.60	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>95378</b>	<b>10/15/2021</b>	<b>009191</b>		<b>CITY OF DUPONT,</b>			<b>\$3,807.61</b>
631.0001.02.586.10.00.030			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	3,807.61	
<b>95379</b>	<b>10/15/2021</b>	<b>006613</b>		<b>CITY OF UNIVERSITY PLACE,</b>			<b>\$2,190.22</b>
631.0001.02.586.10.00.010			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	2,190.22	
<b>95380</b>	<b>10/15/2021</b>	<b>012966</b>		<b>CLAMPITT, LARRY AND MARILYN</b>			<b>\$36.00</b>
105.0002.07.342.40.00.000			10/14/2021	RBL03-1907299971	AB Refund Duplicate Payments	36.00	
105.0002.07.342.40.00.000			10/14/2021	RBL03-1907299971	AB Refund Duplicate Payments	-36.00	
105.0002.07.342.40.00.000			3/15/2021	RBL03-1907299971	AB Refund Duplicate Payments	36.00	
<b>95381</b>	<b>10/15/2021</b>	<b>013159</b>		<b>CLOVER MEADOWS APARTMENTS LLC,</b>			<b>\$3,345.00</b>
190.6002.52.559.70.41.001			10/13/2021	AG 2021-334	CDBG AG 2021-334 CV Rent Assis	3,345.00	
<b>95382</b>	<b>10/15/2021</b>	<b>003948</b>		<b>COMCAST CORPORATION,</b>			<b>\$608.08</b>
180.0000.15.521.21.42.001			9/6/2021	8498 30.099.0003937	PD 10/16-11/15 TLSO Modem	279.80	
503.0000.04.518.80.42.001			9/15/2021	8498 35 011 2205662	IT 09/25-10/24 9420 Front St S	328.28	
<b>95383</b>	<b>10/15/2021</b>	<b>008105</b>		<b>DEPARTMENT OF TRANSPORTATION,</b>			<b>\$1,271.64</b>
101.0000.11.544.90.41.001			9/14/2021	RE-313-ATB10914011	PKST/PKSW 08/21 Traffic Mgmt C	847.76	
401.0000.11.531.10.41.001			9/14/2021	RE-313-ATB10914011	PKST/PKSW 08/21 Traffic Mgmt C	423.88	
<b>95384</b>	<b>10/15/2021</b>	<b>009472</b>		<b>DISH NETWORK LLC,</b>			<b>\$163.52</b>
503.0000.04.518.80.42.001			10/4/2021	8255 7070 8168 1616	IT 10/16-11/15 PD TV/HD Receiv	163.52	
<b>95385</b>	<b>10/15/2021</b>	<b>010425</b>		<b>DOYLE PRINTING COMPANY,</b>			<b>\$283.80</b>
001.0000.15.521.80.41.001			9/30/2021	63692	PD Business Cards: B. Sexton,	283.80	
<b>95386</b>	<b>10/15/2021</b>	<b>000166</b>		<b>FEDERAL EXPRESS,</b>			<b>\$49.86</b>
001.0000.99.518.40.42.002			10/1/2021	7-518-63732	ND 09/23 PD Shipping	49.86	
<b>95387</b>	<b>10/15/2021</b>	<b>001716</b>		<b>FENCE SPECIALISTS INC,</b>			<b>\$1,650.00</b>
001.0000.11.576.80.41.001			9/30/2021	0049644	PKFC Repair Fence 8928 N Thorn	825.00	
101.0000.11.542.70.41.001			9/30/2021	0049645	PKST Repair Fence 11733 Pac Hw	825.00	
<b>95388</b>	<b>10/15/2021</b>	<b>005398</b>		<b>GLOBAL SECURITY &amp;,</b>			<b>\$174.74</b>
101.0000.11.543.50.41.001			10/1/2021	4477192	PKST Q4/21 Intrusion Monitorin	174.74	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>95389</b>	<b>10/15/2021</b>	<b>008086</b>		<b>GUNARAMA WHOLESALE INC,</b>			<b>\$27.50</b>
001.0000.15.521.10.31.020				1136761	PD Cr Wrong Item Ordered G27-4	-357.00	
001.0000.15.521.10.31.020				1136761	Sales Tax	-35.70	
001.0000.15.521.10.31.020			9/24/2021	1135425	PD Glock Gen5- G26 .9mm, 3.5"	357.00	
001.0000.15.521.10.31.020			9/24/2021	1135425	freight	25.00	
001.0000.15.521.10.31.020			9/24/2021	1135425	Sales Tax	38.20	
<b>95390</b>	<b>10/15/2021</b>	<b>013157</b>		<b>HOMESTREET BANK,</b>			<b>\$4,000.00</b>
190.6002.52.559.70.41.001			10/12/2021	AG 2021-330	CDBG AG 2021-330 CV Rent Assis	4,000.00	
<b>95391</b>	<b>10/15/2021</b>	<b>009728</b>		<b>HSA BANK,</b>			<b>\$78.75</b>
001.0000.09.518.10.41.001			10/4/2021	W338570	HR 09/21 Svc Fee	78.75	
<b>95392</b>	<b>10/15/2021</b>	<b>000300</b>		<b>LAKWOOD WATER DISTRICT,</b>			<b>\$20,864.58</b>
001.0000.11.576.80.47.001			10/5/2021	10152.01 10/05/21	PKFC 07/23-9/21 59th Ave & Fai	40.00	
101.0000.11.542.70.47.001			10/5/2021	10567.02 10/05/21	PKST 07/23-09/21 8902 Meadow R	40.00	
001.0000.11.576.81.47.001			10/5/2021	11535.02 10/05/21	PKFC 07/23-09/21 8714 87th Ave	7,128.39	
101.0000.11.542.70.47.001			10/5/2021	12586.02 10/05/21	PKST 07/23-09/21 Traffic Islan	43.74	
101.0000.11.542.70.47.001			10/5/2021	12796.02 10/05/21	PKST 07/23-09/21 Traffic Islan	43.12	
001.0000.11.576.81.47.001			10/5/2021	26554.02 10/05/21	PKFC 07/23-09/20 8714 87th Ave	110.34	
001.0000.11.576.81.47.001			10/5/2021	26978.03 10/05/21	PKFC 07/23-09/21 8714 87th Ave	13,049.63	
101.0000.11.542.70.47.001			10/5/2021	26979.01 10/05/21	PKST 07/23-09/21 0 Steil & GLD	80.71	
001.0000.11.576.81.47.001			10/5/2021	27581.01 10/05/21	PKFC 07/23-09/21 9101 Angle Ln	51.20	
001.0000.11.576.81.47.001			10/5/2021	27583.01 10/05/21	PKFC 07/23-09/21 9115 Angle Ln	49.33	
001.0000.11.576.81.47.001			10/5/2021	27585.01 10/05/21	PKFC 07/23-09/21 9251 Angle Ln	125.73	
001.0000.11.576.81.47.001			10/5/2021	27586.01 10/05/21	PKFC 07/23-09/21 9349 Angle LN	62.39	
001.0000.11.576.81.47.001			10/5/2021	27587.01 10/05/21	PKFC 07/23-09/21 9699 Angle Ln	40.00	
<b>95393</b>	<b>10/15/2021</b>	<b>011263</b>		<b>LAW OFFICES OF MATTHEW RUSNAK,</b>			<b>\$1,750.00</b>
001.0000.02.512.51.41.035			10/1/2021	370	MC 09/21	1,750.00	
<b>95394</b>	<b>10/15/2021</b>	<b>005685</b>		<b>LEMAY MOBILE SHREDDING,</b>			<b>\$166.40</b>
001.0000.15.521.10.41.001			10/1/2021	4716981	PD 09/21 Shredding	166.40	
<b>95395</b>	<b>10/15/2021</b>	<b>000309</b>		<b>LES SCHWAB TIRE CENTER,</b>			<b>\$271.55</b>
501.0000.51.548.79.48.005			9/13/2021	30500679903	PKFL Battery	157.40	
101.0000.11.542.70.31.001			6/15/2021	30500666573	PKST Dr Brush Cutter	114.15	
<b>95396</b>	<b>10/15/2021</b>	<b>011393</b>		<b>NAVIA BENEFIT SOLUTIONS,</b>			<b>\$240.70</b>



Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.09.518.10.41.001			9/30/2021	10382111	HR 09/21 Participant Fee	240.70	
<b>95397</b>	<b>10/15/2021</b>	<b>009755</b>		<b>NEATHERY, DAVID</b>			<b>\$164.72</b>
001.0000.02.512.51.49.009			10/12/2021	10/12/21	MC 09/30 Interpreter	164.72	
<b>95398</b>	<b>10/15/2021</b>	<b>010743</b>		<b>NISQUALLY INDIAN TRIBE,</b>			<b>\$26,650.00</b>
001.0000.15.521.10.41.125			9/30/2021	28700	PD 09/21 Jail Services	26,650.00	
<b>95399</b>	<b>10/15/2021</b>	<b>013153</b>		<b>OCKIMEY, RONALD</b>			<b>\$33.00</b>
001.0000.00.229.10.00.004			9/27/2021	09/27/21	PK Refund Boat Launch Annual P	2.98	
001.0101.11.347.30.06.001			9/27/2021	09/27/21	PK Refund Boat Launch Annual P	30.02	
<b>95400</b>	<b>10/15/2021</b>	<b>000376</b>		<b>OFFICE DEPOT,</b>			<b>\$327.88</b>
001.0000.15.521.10.31.001			9/29/2021	200580568001	PD Office Supplies	327.88	
<b>95401</b>	<b>10/15/2021</b>	<b>001929</b>		<b>OMWBE,</b>			<b>\$200.00</b>
101.0000.21.544.20.49.001			9/22/2021	30313957	PWST 07/01/21-06/30/23 Politic	200.00	
<b>95402</b>	<b>10/15/2021</b>	<b>005103</b>		<b>PLUMB SIGNS INC,</b>			<b>\$2,153.36</b>
001.0000.11.542.70.48.001			10/12/2021	SIN007391	PKST Graffiti Removal:11919 PA	1,053.36	
301.0036.11.594.76.41.001			9/29/2021	SIN002199	PK Sign: Final Design	1,100.00	
<b>95403</b>	<b>10/15/2021</b>	<b>010429</b>		<b>PMAM CORPORATION,</b>			<b>\$1,388.45</b>
001.0000.15.521.10.41.015			10/6/2021	20211010	PD 09/21 Alarm Monitoring	1,388.45	
<b>95404</b>	<b>10/15/2021</b>	<b>010204</b>		<b>PROTECT YOUTH SPORTS,</b>			<b>\$9.95</b>
001.0000.09.518.10.41.001			9/30/2021	904363	HR 09/21 Basic Natl' Combo Sea	9.95	
<b>95405</b>	<b>10/15/2021</b>	<b>000445</b>		<b>PUGET SOUND ENERGY,</b>			<b>\$23,869.94</b>
001.0000.11.576.81.47.005			9/30/2021	300000010896 9/30/21	PKFC 08/19-09/20 Ft Steil Park	196.74	
001.0000.11.576.80.47.005			9/30/2021	200001526637 9/30/21	PKFC 08/30-09/29 9222 Veteran'	39.21	
101.0000.11.542.63.47.006			9/30/2021	200006381095 9/30/21	PKST 08/30-09/29 7819 150th St	26.28	
001.0000.11.576.80.47.005			9/30/2021	220002793168 9/30/21	PKFC 08/24-09/23 8807 25th Ave	33.71	
101.0000.11.542.63.47.006			9/30/2021	220008814687 9/30/21	PKST 08/30-09/29 7000 150th St	22.62	
101.0000.11.542.63.47.006			9/30/2021	220017817689 9/30/21	PKST 08/30-09/29 11521 GLD SW	83.28	
001.0000.11.576.80.47.005			9/30/2021	220018963391 9/30/21	PKFC 08/30-09/29 10365 112th S	67.28	
101.0000.11.542.63.47.005			9/30/2021	220025290614 9/30/21	PKST 08/30-09/29 12702 Vernon	209.75	
101.0000.11.542.63.47.005			9/30/2021	220025290630 9/30/21	PKST 08/30-09/29 8299 Veterans	133.38	
001.0000.11.576.80.47.005			9/30/2021	220026435523 9/30/21	PKFC 08/30-09/29 8928 N Thorne	67.36	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.81.47.005			9/24/2021	300000010938 9/24/21	PKFC 08/19-09/20 8802 Dresden	141.36	
001.0000.11.576.80.47.005			10/4/2021	300000000129 10/4/21	PKFC 08/30-09/29 11500 Militar	56.05	
101.0000.11.542.63.47.006			10/4/2021	300000007165 10/4/21	PKST 09/01-09/30 N of Lk WA Bl	22,668.74	
001.0000.11.576.80.47.005			10/4/2021	300000010268 10/4/21	PKFC 08/30-09/29 Woodlawn Ave	124.18	
<b>95406</b>	<b>10/15/2021</b>	<b>005342</b>		<b>RAINIER LIGHTING &amp; ELECTRICAL,</b>			<b>\$21.28</b>
502.0000.17.518.35.31.001			9/28/2021	548841-1	PKFC 125V Toggle Switch, 250V	21.28	
<b>95407</b>	<b>10/15/2021</b>	<b>012825</b>		<b>READY SET TOW LLC,</b>			<b>\$176.00</b>
001.0000.15.521.10.41.070			9/29/2021	21-09101	PD 09/26	88.00	
001.0000.15.521.10.41.070			10/6/2021	9196	PD 10/06	88.00	
<b>95408</b>	<b>10/15/2021</b>	<b>010478</b>		<b>RICOH USA INC,</b>			<b>\$376.19</b>
503.0000.04.518.80.45.002			9/23/2021	105441940	IT 09/18-10/17 Copier	376.19	
<b>95409</b>	<b>10/15/2021</b>	<b>013147</b>		<b>RILEY, DEANNA</b>			<b>\$300.00</b>
001.9999.11.571.10.41.001			10/13/2021	10/13/21	PKRC 25th Anniversary Entertai	300.00	
<b>95410</b>	<b>10/15/2021</b>	<b>011507</b>		<b>SEUI, MICHAEL</b>			<b>\$260.00</b>
001.0000.02.512.51.49.009			10/12/2021	10/12/21	MC 09/14 & 09/20 Interpreter	260.00	
<b>95411</b>	<b>10/15/2021</b>	<b>005575</b>		<b>SUMNER VETERINARY HOSPITAL,</b>			<b>\$386.40</b>
001.0000.15.521.10.41.001			10/12/2021	1157842	PD 08/22 K-9 Rock Lodging Vet	184.00	
001.0000.15.521.10.41.001			8/22/2021	1146910	PD K-9 Rock Lodging Vet Svcs	164.00	
001.0000.15.521.10.41.001			8/22/2021	1146995	PD K-9 Rock Meds	38.40	
<b>95412</b>	<b>10/15/2021</b>	<b>000530</b>		<b>SWARNER COMMUNICATIONS,</b>			<b>\$600.00</b>
001.9999.11.571.10.41.001			9/23/2021	90330	PKRC 09/23 25th Anniversary Ad	300.00	
001.0000.11.571.20.41.082			9/30/2021	90359	PKRC 09/30 Truck & Tractor Day	150.00	
001.0000.11.571.20.41.082			10/7/2021	90394	PKRC 4x1 Ad: Truck & Tractor D	150.00	
<b>95413</b>	<b>10/15/2021</b>	<b>002667</b>		<b>TACOMA TOWING LLC,</b>			<b>\$88.00</b>
001.0000.15.521.10.41.070			9/28/2021	246263	PD 09/25	88.00	
<b>95414</b>	<b>10/15/2021</b>	<b>009354</b>		<b>TK ELEVATOR,</b>			<b>\$1,483.78</b>
502.0000.17.518.35.48.001			9/30/2021	3006202426	PKFC 09/21 Elevator Svc	551.48	
502.0000.17.521.50.48.001			9/30/2021	3006202426	PKFC 09/21 Elevator Svc	275.74	
502.0000.17.542.65.48.001			9/30/2021	3006202426	PKFC 09/21 Elevator Svc	656.56	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
<b>95415</b>	<b>10/15/2021</b>	<b>005831</b>		<b>TOWN OF STEILACOOM,</b>			<b>\$5,116.14</b>
631.0001.02.586.10.00.020			10/14/2021	09/21 Court Remit	MC 09/21 Court Remit	5,116.14	
<b>95416</b>	<b>10/15/2021</b>	<b>010640</b>		<b>TRANSUNION RISK AND,</b>			<b>\$153.34</b>
001.0000.15.521.21.41.001			10/1/2021	212084 09/21	PD 09/21 People Searches	153.34	
<b>95417</b>	<b>10/15/2021</b>	<b>009856</b>		<b>UTILITIES UNDERGROUND LOCATION,</b>			<b>\$362.49</b>
101.0000.11.544.90.41.001			9/30/2021	1090172	PKST/PKSW 09/21 Excavation Not	181.25	
401.0000.11.531.10.41.001			9/30/2021	1090172	PKST/PKSW 09/21 Excavation Not	181.24	
<b>95418</b>	<b>10/15/2021</b>	<b>013156</b>		<b>VILLAGE APARTMENTS,</b>			<b>\$3,885.00</b>
190.6002.52.559.70.41.001			10/7/2021	AG 2021-323	CDBG AG 2021-323 CV Rent Assis	1,130.00	
190.6002.52.559.70.41.001			10/13/2021	AG 2021-337	CDBG AG 2021-337 CV Rent Assis	2,755.00	
<b>95419</b>	<b>10/15/2021</b>	<b>011525</b>		<b>VISA - 0183,</b>			<b>\$914.26</b>
501.9999.51.594.21.64.005			9/26/2021	0183/Westby	PD Veh Lic & Reg	189.26	
001.0000.15.521.40.49.003			9/26/2021	0183/Westby	PKRC NTOA Web Trng: C Westby	725.00	
<b>95420</b>	<b>10/15/2021</b>	<b>011541</b>		<b>VISA - 0456,</b>			<b>\$128.65</b>
001.0000.15.521.40.43.006			9/26/2021	0456/PD3 09/26/21	PD 2021 Skills Mgr Trng: M. Wi	128.65	
<b>95421</b>	<b>10/15/2021</b>	<b>011958</b>		<b>VISA - 0975,</b>			<b>\$2,040.56</b>
190.4006.52.559.32.41.001				0975/Gumm 09/26/21	CDBG MHR-177 Russell Major Hom	-65.98	
190.4006.52.559.32.41.001			9/26/2021	0975/Gumm 09/26/21	CDBG MHR-170 Cobun	1,940.92	
190.0006.52.559.31.31.001			9/26/2021	0975/Gumm 09/26/21	CDBG Paper	11.60	
105.0001.07.559.20.31.001			9/26/2021	0975/Gumm 09/26/21	CDBG Paper	11.60	
105.0002.07.559.20.31.001			9/26/2021	0975/Gumm 09/26/21	CDBG Paper	11.61	
001.0000.99.518.40.42.002			9/26/2021	0975/Gumm 09/26/21	ND Postage	7.96	
001.0000.99.518.40.42.002			9/26/2021	0975/Gumm 09/26/21	ND Postage	1.56	
191.0000.01.559.20.42.002			9/26/2021	0975/Gumm 09/26/21	NSP Postage	26.06	
191.0000.01.559.20.42.002			9/26/2021	0975/Gumm 09/26/21	NSP Postage	9.54	
190.4006.52.559.32.41.001			9/26/2021	0975/Gumm 09/26/21	CDBG MHR-172 Lee Major Home Re	46.16	
190.4006.52.559.32.41.001			9/26/2021	0975/Gumm 09/26/21	CDBG MHR-177 Russell Major Hom	16.19	
190.4006.52.559.32.41.001			9/26/2021	0975/Gumm 09/26/21	CDBG MHR-177 Russell Major Hom	21.38	
001.0000.99.518.40.42.002			9/26/2021	0975/Gumm 09/26/21	ND Postage	1.96	
<b>95422</b>	<b>10/15/2021</b>	<b>012354</b>		<b>VISA - 1105,</b>			<b>\$2,791.61</b>
001.0000.11.571.22.49.001			9/26/2021	1105/Martin 09/26/21	PKRC 05/21 thru 05/22 WSFMA Me	675.00	
001.9999.11.571.10.31.001			9/26/2021	1105/Martin 09/26/21	PKRC 25th Anniv Supplies	359.18	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.571.20.49.003			9/26/2021	1105/Martin 09/26/21	PKRC 2021 PC Trails Conf: S. M	25.00	
001.0000.11.571.20.31.050			9/26/2021	1105/Martin 09/26/21	PKRC Truck & Tractor Day Suppl	1,227.55	
001.0000.11.571.20.49.003			9/26/2021	1105/Martin 09/26/21	PKRC 2021 WFEA Ed Conf: S.Mart	595.00	
001.0000.11.571.22.31.001			8/27/2021	1105/Martin 08/27/21	PKRC Lysol Wipes	9.88	
001.0000.11.571.22.31.001				1105/Martin 08/27/21	PKRC Ref: Collapsable Wagon	-100.00	
<b>95423</b>	<b>10/15/2021</b>	<b>013006</b>		<b>VISA - 2000,</b>			<b>\$1,719.22</b>
001.0000.11.576.81.31.001			9/26/2021	2000/Willia 09/26/21	PKFC Lids	933.34	
501.0000.51.548.79.41.124			9/26/2021	2000/Willia 09/26/21	PKFL Licenses Foe Vehicles	126.18	
502.0000.17.518.35.31.001			9/26/2021	2000/Willia 09/26/21	PKFC Disposable Masks	659.70	
<b>95424</b>	<b>10/15/2021</b>	<b>012401</b>		<b>VISA - 3408,</b>			<b>\$433.04</b>
195.0024.15.521.30.31.001			9/26/2021	3408/Carrol 09/26/21	PD 08/23-09/22 Comcast Interne	352.46	
195.0024.15.521.30.31.001			9/26/2021	3408/Carrol 09/26/21	PD Mo LPR Sub	80.58	
<b>95425</b>	<b>10/15/2021</b>	<b>013085</b>		<b>VISA - 3420,</b>			<b>\$3,019.65</b>
001.0000.15.521.10.31.001			9/26/2021	3420/PD1 09/26/21	PD Lens Wipes	74.45	
001.0000.15.521.22.43.005			9/26/2021	3420/PD1 09/26/21	PD Good To Go Replenish	150.00	
001.0000.15.521.21.31.008			9/26/2021	3420/PD1 09/26/21	PD Clothing For Spec OPs	1,104.04	
001.0000.15.521.10.31.001			9/26/2021	3420/PD1 09/26/21	PD OmniSwivel	173.93	
001.0000.15.521.40.49.001			9/26/2021	3420/PD1 09/26/21	PD WA Assoc Of Sheriffs & Poli	440.00	
001.0000.15.521.10.31.001			9/26/2021	3420/PD1 09/26/21	PD iPhone Wall Charger	33.98	
001.0000.15.521.26.49.001			9/26/2021	3420/PD1 09/26/21	PD NTOA Membership	450.00	
001.0000.15.521.10.31.020			9/26/2021	3420/PD1 09/26/21	PD Hard Charger	139.99	
001.0000.15.521.10.31.001			9/26/2021	3420/PD1 09/26/21	PD Dog Food	322.36	
001.0000.15.521.10.31.001			9/26/2021	3420/PD1 09/26/21	PD Wireless Headphones	130.90	
<b>95426</b>	<b>10/15/2021</b>	<b>012415</b>		<b>VISA - 3853,</b>			<b>\$4,654.40</b>
401.0000.41.531.10.49.005			9/26/2021	3853/Fin 2 09/26/21	PWSW Deposit On Stormwater Out	3,800.00	
192.0000.00.558.60.49.003			9/26/2021	3853/Fin 2 09/26/21	SSMP Insallation Innovation Fo	645.00	
192.0000.00.558.60.43.001			9/26/2021	3853/Fin 2 09/26/21	SSMP Insallation Innovation Fo	209.40	
<b>95427</b>	<b>10/15/2021</b>	<b>012668</b>		<b>VISA - 4635,</b>			<b>\$1,149.64</b>
001.0000.07.558.50.35.004			9/26/2021	4635/Fin 5 09/26/21	CD Chair	219.99	
001.0000.07.558.60.41.001			9/26/2021	4635/Fin 5 09/26/21	CD 09/03/21-09/02/22 Provide S	396.00	
001.0000.04.514.20.49.003			9/26/2021	4635/Fin 5 09/26/21	FN WFOA Conf: Kapla	350.00	
001.0000.04.514.20.31.005			9/26/2021	4635/Fin 5 09/26/21	FN LTAC Meeting Lunch	183.65	
<b>95428</b>	<b>10/15/2021</b>	<b>012715</b>		<b>VISA - 5244,</b>			<b>\$286.23</b>

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.06.515.30.49.003			9/26/2021	5244/Schuma 09/26/21	LG WSAMA Fall Conf: Wachter	99.00	
001.0000.99.518.40.49.004			9/26/2021	5244/Schuma 09/26/21	ND 09/23/21-09/22/22 News Trib	131.99	
001.0000.06.515.30.31.005			9/26/2021	5244/Schuma 09/26/21	LG A O'Flaherty Farewell	45.34	
001.0000.01.511.60.31.001			9/26/2021	5244/Schuma 09/26/21	CC Name Plate: Col. Roerhrman	9.90	
<b>95429</b>	<b>10/15/2021</b>	<b>011642</b>		<b>VISA - 6610,</b>			<b>\$2,165.93</b>
001.0000.15.521.10.31.020				6610/PD4 09/26/21	PD Whiteboards Returned	-45.05	
001.0000.15.521.10.49.003			9/26/2021	6610/PD4 09/26/21	PD Shooting Incident Recon: Bow	2,067.00	
001.0000.15.521.10.31.020			9/26/2021	6610/PD4 09/26/21	PD Supplies For Range Targets	52.95	
001.0000.15.521.10.31.020			9/26/2021	6610/PD4 09/26/21	PD Correct Boards	91.03	
<b>95430</b>	<b>10/15/2021</b>	<b>012864</b>		<b>VISA - 7000,</b>			<b>\$325.00</b>
001.0000.11.571.10.49.003			9/26/2021	7000/Fin 1 09/26/21	PKRC South Sound Philanthropy	30.00	
001.9999.11.571.10.31.001			9/26/2021	7000/Fin 1 09/26/21	PKRC 25th Anniversary Time Cap	138.60	
001.9999.11.571.10.41.001			9/26/2021	7000/Fin 1 09/26/21	PKRC 09/10-09/14 25th Annivers	75.00	
001.9999.11.571.10.41.001			9/26/2021	7000/Fin 1 09/26/21	PKRC 09/13-09/14 25th Annivers	6.40	
001.0000.11.571.10.49.003			9/26/2021	7000/Fin 1 09/26/21	PKRC PC Trails Conf: Dodsworth	75.00	
<b>95431</b>	<b>10/15/2021</b>	<b>011659</b>		<b>VISA - 7212,</b>			<b>\$957.36</b>
501.0000.51.548.79.48.005			9/26/2021	7212/PWOM 09/26/21	PKFL Annual Inspection	957.36	
<b>95432</b>	<b>10/15/2021</b>	<b>011136</b>		<b>VISA - 7750,</b>			<b>\$90.96</b>
001.0000.99.518.40.42.002			9/26/2021	7750/Allen 09/26/21	ND 09/21 PD shipping	29.85	
001.0000.15.521.80.31.001			9/26/2021	7750/Allen 09/26/21	PD Evidence Supplies	61.11	
<b>95433</b>	<b>10/15/2021</b>	<b>011140</b>		<b>VISA - 7800,</b>			<b>\$455.17</b>
501.0000.51.548.79.31.006			9/26/2021	7800/Cummin 09/26/21	PKFL Hydraulic Fittings	200.79	
501.0000.51.548.79.31.006			9/26/2021	7800/Cummin 09/26/21	PKFL Hydraulic Hose Replacemen	135.27	
101.0000.11.544.90.31.008			9/26/2021	7800/Cummin 09/26/21	PKST Replace J Fors's Damaged	119.11	
<b>95434</b>	<b>10/15/2021</b>	<b>012863</b>		<b>VISA - 7935,</b>			<b>\$851.46</b>
503.0000.04.518.80.49.004			9/26/2021	7935/White 09/26/21	IT CH Pandora	29.64	
503.0000.04.518.80.31.001			9/26/2021	7935/White 09/26/21	IT Harness For Bucket Truck	49.49	
503.0000.04.518.80.35.003			9/26/2021	7935/White 09/26/21	IT Calendar Software For D. Ha	42.70	
503.0000.04.518.80.49.004			9/26/2021	7935/White 09/26/21	IT SSL Website Certificate	468.00	
503.0000.04.518.80.49.004			9/26/2021	7935/White 09/26/21	IT Int'l Trx Fee on SSL Websit	0.43	
503.0000.04.518.80.31.001			9/26/2021	7935/White 09/26/21	IT Harness Shock	41.75	
503.0000.04.518.80.49.004			9/26/2021	7935/White 09/26/21	IT Adobe Creative Cloud	58.29	
503.0000.04.518.80.49.004			9/26/2021	7935/White 09/26/21	IT Adobe Photography Plan	10.99	

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503.0000.04.518.80.49.004			9/26/2021	7935/White 09/26/21	IT Monthly MailChimp	96.79	
503.0000.04.518.80.49.004			9/26/2021	7935/White 09/26/21	IT 09/11-10/11 Fix & Protect	29.99	
503.0000.04.518.80.49.004			9/26/2021	7935/White 09/26/21	IT Int'l Trx Fee On Fix & Prot	0.30	
503.0000.04.518.80.49.004			9/26/2021	7935/White 09/26/21	IT Adobe InDesign	23.09	
<b>95435</b>	<b>10/15/2021</b>	<b>011158</b>		<b>VISA - 7966,</b>			<b>\$3,650.74</b>
001.0000.15.521.40.43.001			9/26/2021	7966/Pitts 09/26/21	PD 5 Day Homicide/Death Invest	406.80	
001.0000.15.521.40.49.003			9/26/2021	7966/Pitts 09/26/21	PD FBI-LEEDA: J. Fraser	695.00	
001.0000.15.521.40.49.003			9/26/2021	7966/Pitts 09/26/21	PD Canine Liab: A. Bucat	275.00	
001.0000.15.521.40.49.003			9/26/2021	7966/Pitts 09/26/21	PD Tactics For Field Trng Ofc:	359.00	
001.0000.15.521.40.49.003			9/26/2021	7966/Pitts 09/26/21	PD Backgrnd Invest: M. Leitgeb	275.00	
001.0000.15.521.40.49.003			9/26/2021	7966/Pitts 09/26/21	PD Critical Incident Dec: K. D	149.00	
001.0000.15.521.40.49.003			9/26/2021	7966/Pitts 09/26/21	PD FBI-LEEDA: J. Paynter	695.00	
001.0000.15.521.40.49.005			9/26/2021	7966/Pitts 09/26/21	PD Postcards	126.36	
001.0000.15.521.40.49.003			9/26/2021	7966/Pitts 09/26/21	PD Backgrnd Invest: J. James	385.00	
001.0000.15.521.10.31.020			9/26/2021	7966/Pitts 09/26/21	PD Supplies For Range	30.65	
001.0000.15.521.40.31.005			9/26/2021	7966/Pitts 09/26/21	PD Food For FBI-LEEDA Trng	253.93	
<b>95436</b>	<b>10/15/2021</b>	<b>011162</b>		<b>VISA - 8006,</b>			<b>\$505.04</b>
001.0000.15.521.40.43.002			9/26/2021	8006/Unfred 09/26/21	PD WSEMA Conf: Unfred	505.04	
<b>95437</b>	<b>10/15/2021</b>	<b>011167</b>		<b>VISA - 8055,</b>			<b>\$1,279.19</b>
001.0000.07.558.65.49.001			9/26/2021	8055/Fin 3 09/26/21	CD 11/01/21-10/31/22 ICLEI Mem	1,200.00	
503.0000.04.518.80.31.002			9/26/2021	8055/Fin 3 09/26/21	IT Ink Cartridges	79.19	
<b>95438</b>	<b>10/15/2021</b>	<b>011172</b>		<b>VISA - 8105,</b>			<b>\$399.26</b>
001.0000.15.521.40.43.002			9/26/2021	8105/PD2 09/26/21	PD Handgun Instr Recert: J. Pa	399.26	
<b>95439</b>	<b>10/15/2021</b>	<b>011714</b>		<b>VISA - 8434,</b>			<b>\$1,241.80</b>
001.0000.15.521.40.43.002				8434/LaVerg 09/26/21	PD Excited Del & Arrest-Relate	-37.42	
001.0000.15.521.40.49.003				8434/LaVerg 09/26/21	PD IPICD Cacellation: T.Borcha	-695.00	
001.0000.15.521.10.31.001			9/26/2021	8434/LaVerg 09/26/21	PD Plaques For Retirements	220.00	
001.0000.15.521.10.49.001			9/26/2021	8434/LaVerg 09/26/21	PD WASPC Assoc Dues: C. Westby	75.00	
001.0000.15.521.40.41.001			9/26/2021	8434/LaVerg 09/26/21	PD 09/07-09/24 Sani-Can 9401 L	162.76	
001.0000.15.521.10.31.005			9/26/2021	8434/LaVerg 09/26/21	PD Cake For Russell Retirement	33.99	
001.0000.15.521.10.31.001			9/26/2021	8434/LaVerg 09/26/21	PD ID Badges	26.14	
001.0000.15.521.40.49.003			9/26/2021	8434/LaVerg 09/26/21	PD Invictus LEO Seminar: J. Pe	80.00	
001.0000.15.521.10.43.002			9/26/2021	8434/LaVerg 09/26/21	PD WACE Fall Conf: S. Dunn, C.	331.17	
001.0000.15.521.40.43.002			9/26/2021	8434/LaVerg 09/26/21	PD Colt Armorers Course: J.Bea	392.25	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.31.001			9/26/2021	8434/LaVerg 09/26/21	PD Camera	652.91	
<b>95440</b>	<b>10/15/2021</b>	<b>011177</b>		<b>VISA - 8550,</b>			<b>\$187.98</b>
001.0000.13.558.70.49.004			9/26/2021	8550/Newton 09/26/21	ED 08/29-09/29 Dropbox	13.22	
001.0000.13.558.70.49.004			9/26/2021	8550/Newton 09/26/21	ED 09/02-10/02 Sales Navigator	98.99	
001.0000.13.558.70.31.001			9/26/2021	8550/Newton 09/26/21	ED Flash Drive	50.59	
001.0000.13.558.70.31.001			9/26/2021	8550/Newton 09/26/21	ED Envelopes	25.18	
<b>95441</b>	<b>10/15/2021</b>	<b>012925</b>		<b>VISA - 9311,</b>			<b>\$24.83</b>
001.9999.11.571.10.41.001			9/26/2021	9311/Fin 4 09/26/21	PKRC 09/13-09/14 25th Annivers	24.83	
<b>95442</b>	<b>10/15/2021</b>	<b>011707</b>		<b>VISA - 9465,</b>			<b>\$259.95</b>
001.9999.11.571.10.31.001			9/26/2021	9465/Fairfi 09/26/21	PKRC 25th Anniv Supplies	81.33	
001.0000.11.571.20.31.001			9/26/2021	9465/Fairfi 09/26/21	PKRC Office Supplies	121.50	
001.0000.11.571.20.49.004			9/26/2021	9465/Fairfi 09/26/21	PKRC CANVA Subscription	12.99	
001.0000.11.571.20.31.001			9/26/2021	9465/Fairfi 09/26/21	PKRC Tape & Zip Ties	44.13	
<b>95443</b>	<b>10/15/2021</b>	<b>011595</b>		<b>WALTER E NELSON CO,</b>			<b>\$499.28</b>
502.0000.17.542.65.31.001			10/6/2021	831678	PKFC Can Liners	254.43	
502.0000.17.542.65.31.001			9/29/2021	830326	PKFC Clorox Urine Remover, Tow	244.85	
<b># of Checks Issued</b>	<b>288</b>						
<b>Total</b>	<b>\$1,512,042.33</b>						
Voids							
	247.05	Ck#94877	9/30/21				
	36.00	Ck#94314	10/13/21				
	1,043.74	Ck#95369	10/20/21				
<b>TOTAL</b>	<b>\$1,510,715.54</b>						



To: Mayor and City Councilmembers  
From: Tho Kraus, Deputy City Manager  
Through: John J. Caulfield, City Manager  
Date: November 1, 2021  
Subject: Payroll Check Approval

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**Payroll Period(s):** September 16-30, 2021 and October 1-15, 2021

**Total Amount:** \$2,518,806.79

Checks Issued:

Check Numbers: 1143342-114347

Total Amount of Checks Issued: \$17,905.65

Electronic Funds Transfer:

Total Amount of EFT Payments: \$606,779.43

Direct Deposit:

Total Amount of Direct Deposit Payments: \$1,680,279.23

Federal Tax Deposit:

Total Amount of Deposit: \$213,842.48

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

Dana Kapla  
Finance Supervisor

Tho Kraus  
Deputy City Manager

John J. Caulfield  
City Manager



**Payroll Distribution**  
**City of Lakewood**  
**Pay Period ending 09-16-2021 thru 10-15-2021**

Direct Deposit and ACH in the amount of : \$2,500,901.14  
 Payroll Ck#'s 114342-114347 in the amount of : \$17,905.65  
 Total Payroll Distribution: \$2,518,806.79

**Employee Pay Total by Fund:**

<u>Fund 001 - General</u>	<u>Amount</u>
City Council	\$ 10,100.00
Municipal Court	\$ 54,168.68
City Manager	\$ 30,939.46
Administrative Services	\$ 64,154.00
Legal and Human Resources	\$ 99,119.41
Community and Economic Development	\$ 99,915.39
Parks, Recreation and Community Services	\$ 84,671.03
Police	\$ 1,032,552.73
Non-Departmental	\$ 4,601.50
<b>General Fund Total</b>	<b>\$ 1,480,222.20</b>
Fund 101 - Street	\$ 51,336.09
Fund 102 - Real Estate Excise	\$ -
Fund 104 - Hotel / Motel Lodging Tax	\$ -
Fund 105 - Property Abatement/Rental Housing Safety Program	\$ 16,310.00
Fund 180 - Narcotics Seizure	\$ -
Fund 181 - Felony Seizure	\$ -
Fund 182 - Federal Seizure	\$ -
Fund 190 - CDBG Grants	\$ 17,327.01
Fund 191 - Neighborhood Stabilization Program	\$ 655.99
Fund 192 - Office of Economic Adjustment/SSMCP	\$ 15,223.00
Fund 195 - Public Safety Grants	\$ 11,056.75
Fund 196 - ARPA Grant	\$ 1,841.94
Fund 301 - Parks CIP	\$ 3,316.25
Fund 302 - Transportation CIP	\$ 74,592.70
Fund 311 - Sewer Capital Project	\$ 4,967.95
Fund 401 - Surface Water Management	\$ 46,682.18
Fund 502 - Property Management	\$ 12,192.21
Fund 503 - Information Technology	\$ 34,325.00
Fund 504 - Risk Management	\$ 407.56
<b>Other Funds Total</b>	<b>\$ 290,234.63</b>

<b>Employee Gross Pay Total</b>	<b>\$ 1,770,456.83</b>
<b>Benefits and Deductions:</b>	<b>\$ 748,349.96</b>
<b>Grand Total</b>	<b>\$ 2,518,806.79</b>

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 1, 2021	<b>TITLE:</b> Authorizing the execution of an agreement with Gordon Thomas Honeywell Governmental Affairs, in the amount of 60,120, for State Governmental Relations services from January 1, 2022 through December 31, 2022.	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION NO. <u>  X  </u> MOTION NO. 2021-71 — OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Agreement for Services	

**SUBMITTED BY:** Michael Vargas, Assistant to th City Manager/Policy Analyst

**RECOMMENDATION:** The City Council authorize the City Manager to approve a contract with Gordon Thomas Honeywell Governmental Affairs for continued State Governmental Relations services.

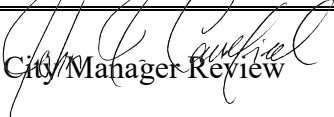
**DISCUSSION:** The City has contracted with Gordon Thomas Honeywell Governmental Affairs (GTH) since 2008 for State Governmental Relations services. During this time, GTH has helped the City increase its overall visibility with the state legislature and deepen its relationships with its state representatives. GTH has also been instrumental in helping the City be more competitive for state funding.

GTH provides government relation services well beyond traditional advocacy. Many of the services GTH provides are time-intensive, e.g., coalition building, strategic planning, and outreach. Given the nature of this work which requires continuous attention and very specialized expertise, in-house representation would be an impractical option for the City.

The cost for retaining GTH’s services for 2022 is \$60,120, which is a 3% increase from 2021.

**ALTERNATIVE(S):** The City Council could decline to authorize the contract and find an alternative entity to provide these services, or proceed without. The former would require a full Request for Proposal/Qualification process. The latter would require in-house representation, which is resource exhaustive, or no governmental relation services, which could have a undesirable effect on the City’s legislative abilities moving forward.

**FISCAL IMPACT:** The contract totals \$60,120.

Michael Vargas _____ Prepared by John Caulfield _____ Department Director	 City Manager Review
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# **CITY OF LAKEWOOD AGREEMENT FOR SERVICES**

This Agreement for Services (Agreement) is between the City of Lakewood, Washington (City) and Gordon Thomas Honeywell Governmental Affairs (Contractor).

## **AGREEMENT:**

### **1. SCOPE OF SERVICES**

- A. The Contractor shall provide to the City the following services:
- 1) Contractor shall advise and assist in planning state legislative information and lobbying efforts for the City during the terms of this contract.
  - 2) Contractor shall monitor specific state legislation designated by the City, relevant legislative committees, state agencies, rule making, and the activities of appropriate interest groups which pertain to the stated interests, goals and objectives of the City. Contractor shall identify opportunities in a timely manner for City staff and elected officials to testify before legislative committees and subcommittees with respect to proposed legislation; shall communicate such opportunities to the City; shall assist in preparation of testimony to be given; shall prepare witnesses as requested and testify on behalf of the City when requested.
  - 3) Contractor shall represent the City's legislative objectives with members of the Washington State Legislature; the Governor's office, appropriate legislative committees, state agencies and legislative staff. In addition, Contractor shall maintain effective liaison with major public interest groups and coalitions, including, but not limited to, the Association of Washington Cities.
  - 4) During session, Contractor shall provide the City with oral activity reports weekly or more frequently as needed. At least semi-monthly during session, the Contractor shall provide a written update of the status of proposed legislation of particular interest to the City. At other times, written reports will be provided as requested by the City.
  - 5) Contractor shall attend meetings of the City Council and City staff as may be requested by the City in order to brief City Officials on the status of legislative activities. The initial meeting will occur at the direction of the City.
  - 6) Contractor will assist in the drafting, revising and obtaining sponsors for bills requested by the City. Additionally, the Contractor will work to obtain necessary

support on bills by scheduling meetings with legislators, legislative staff, and others on legislation of interest to the City.

- 7) Contractor will meet, communicate and work with City staff, as necessary, to insure that specific technical issues are clearly and appropriately delineated and articulated.

**2. COMPENSATION**

The City of Lakewood shall pay Consultant an annual fee of \$60,120 to complete the services listed in the Scope of Services, which shall be divided into twelve equal payments. In addition to fees, Consultant may bill communication expenses, such as travel, and long distance charges. Expenses shall not exceed \$1,000 for the term of the contract.

**3. BILLING AND PAYMENT PROCEDURE**

On or before the 15<sup>th</sup> day of each month, Contractor shall submit to the City a request for monthly payment for work performed during the previous month, which shall be processed by the City in the normal course.

**4. EFFECTIVE AND TERMINATION DATES**

- A. This Agreement shall be effective as of January 1, 2022, through December 31, 2022.
- B. This Agreement may be extended by mutual written agreement of the Contractor and the City.

**5. EARLY TERMINATION OF AGREEMENT**

- A. The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- B. The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in the sole discretion of the City.
- C. Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

**6. PAYMENT ON EARLY TERMINATION**

In the event of termination under section 5 hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

**7. CITY PROJECT MANAGER**

- A. The City Project Manager shall be designated by the City Manager.

- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other actions referred to herein.

**8. COMPLIANCE WITH LAWS**

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations.

**9. MAINTENANCE OF RECORDS**

The Contractor shall maintain records on a current basis to supports its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit and copying for three years from the date of completion or termination of this Agreement.

**10. AUDIT OF PAYMENTS**

- A. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by Section 9.
- B. If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

**11. INSURANCE**

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive public liability insurance, including automobile and property damage, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.

**12. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Contractor, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Contractor and their respective officers, agents and employees, or any of them, the Contractor shall satisfy the same to the extent that such judgment was due to the Contractor's negligent acts or omissions.

**13. SUBCONTRACTING**

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder.

**14. ASSIGNMENT**

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

**15. CONTRACTOR'S PERSONNEL**

The Contractor shall designate Briahna Murray as the primary consultant to represent the City of Lakewood to perform the work set forth in this Agreement. The services detailed in the Scope of Services shall be performed solely by Briahna Murray. Support work required to carry out the services may be delegated when necessary at the discretion of the Contractor. Provided, however, that any change in primary consultants representing the City must be approved in writing by the City.

**16. INDEPENDENT CONTRACTOR STATUS**

- A. The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- B. The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including, without limitation, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**17. REGISTRATION AND REPORTING AS LOBBYIST**

Contractor shall be responsible for compliance with all requirements of chapter 42.17A.600 with regard to the activities Contractor engages in pursuant to this Agreement. Except as otherwise required by law, the City will not register the Contractor as a lobbyist or otherwise report the activities of the Contractor.

**18. NOTICE**

- A. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:            John Caulfield  
   City Manager  
   6000 Main Street S.W.  
   Lakewood, Washington 98499

If to Contractor:        Briahna Murray  
   Gordon Thomas Honeywell Governmental Affairs  
   1201 Pacific Avenue Suite 2100  
   Tacoma, Washington 98401

## **19. AMENDMENTS**

The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Any amendment that increases the amount of compensation payable to the Contractor must be approved by the City Manager. The Project Manager may agree to and execute any other amendment on behalf of the City.

## **20. AVOIDANCE OF POTENTIAL CONFLICT**

- A. It is agreed that the nature of the work may result in direct conflicts of interest between the City and other clients that the Contractor may represent currently, or in the future. In these instances, the Contractor will immediately inform the City. The parties will attempt to identify the possibility of such instances before they occur. The Contractor shall not advocate or promote any legislative objectives on behalf of existing or potential clients that are determined by the City to be in conflict with the City's legislative objectives.
- B. Contractor shall provide written notice to the City of all current and any new clients obtained after the start of the contract. Contractor will not accept new clients if doing so would create conflicts of interest for the Contractor or would otherwise impair the Contractor's ability to fully perform the obligations of this contract.

## **22. COSTS TO PREVAILING PARTY**

In the event of litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable costs and attorney's fees.

## **23. APPLICABLE LAW**

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be

Pierce County, State of Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Consultant of the services.

**24. CAPTIONS, HEADINGS AND TITLES**

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

**25. SEVERABLE PROVISIONS**

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**26. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

**27. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**CITY OF LAKEWOOD**

**CONTRACTOR**

\_\_\_\_\_

John Caulfield, City Manager

City of Lakewood

Dated: \_\_\_\_\_

\_\_\_\_\_

Briahna Murray

Gordon Thomas Honeywell

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_

Brianna Schumacher

City Clerk

Approved as to form:

\_\_\_\_\_

Heidi Ann Wachter, City Attorney

Dated: \_\_\_\_\_

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 1, 2021  <b>REVIEW:</b>	<b>TITLE:</b> Authorizing the execution of an agreement with Johnston Group, in the amount of \$56,700, for Federal Governmental Relations services from January 1, 2022 through December 31, 2022.  <b>ATTACHMENTS:</b> Contract	<b>TYPE OF ACTION:</b> — ORDINANCE NO.  — RESOLUTION NO. <u>  X  </u> MOTION NO. 2021-72  — OTHER
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**SUBMITTED BY:** Michael Vargas, Assistant to the City Manager


**RECOMMENDATION:** The City Council authorize the City Manager to approve a contract with the Johnston Group for continued Federal Governmental Relations services.

**DISCUSSION:** The City began contracting with Johnston Group in 2014 to provide the counsel and functions necessary for the City to increase its visibility and relationships with its congressional delegation, as well as compete for increased funding at the federal level. The Johnson Group provides activities beyond traditional advocacy that are time-intensive, such as coalition building and planning, support network outreach, and strategic messaging.

The cost for retaining the Johnston Group’s services for 2022 is \$56,700, which is a 5% increase from 2021. This is the first retainer price increase since the City began contracting with the Johnston Group in 2014.

**ALTERNATIVE(S):** The City Council could decline to authorize the contract. The City could then find an alternative entity to provide these services or proceed without. The former would require a full Request for Proposal/Qualification process. In-house representation is an impractical option given the nature of the work which requires continuous attention and very specialized expertise.

**FISCAL IMPACT:** The 2022 Johnston Group contract totals \$56,700 and aligns with the scope of work needed to achieve the City’s goals for its federal relations agenda.

Michael Vargas _____ Prepared by John Caulfield _____ Department Director	 City Manager Review
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# **CITY OF LAKEWOOD AGREEMENT FOR SERVICES**

This Agreement for Services (Agreement) is between the City of Lakewood, Washington (City) and Johnston Group (Contractor).

## **AGREEMENT:**

### **1. SCOPE OF SERVICES**

A. The Scope of Services are as detailed in the attached Proposal, Exhibit One.

### **2. COMPENSATION**

The City of Lakewood shall pay Consultant a monthly fee of \$4,725 for twelve (12) months to provide services detailed in the attached, Proposal Exhibit One.

### **3. BILLING AND PAYMENT PROCEDURE**

On or before the 15<sup>th</sup> day of each month, Contractor shall submit to the City a request for monthly payment for work performed during the previous month, which shall be processed by the City in the normal course.

### **4. EFFECTIVE AND TERMINATION DATES**

A. This Agreement shall be effective as of January 1, 2022 through December 31, 2022.

B. This Agreement may be extended by mutual written agreement of the Contractor and the City.

### **5. EARLY TERMINATION OF AGREEMENT**

A. The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

B. The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in the sole discretion of the City.

C. Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

### **6. PAYMENT ON EARLY TERMINATION**

In the event of termination under section 5 hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

**7. CITY PROJECT MANAGER**

- A. The City Project Manager shall be the City Manager or designee.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other actions referred to herein.

**8. COMPLIANCE WITH LAWS**

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations.

**9. MAINTENANCE OF RECORDS**

The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit and copying for three years from the date of completion or termination of this Agreement.

**10. AUDIT OF PAYMENTS**

- A. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by Section 9.
- B. If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

**11. INSURANCE**

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive public liability insurance, including automobile and property damage, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.

- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.

**12. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Contractor, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Contractor and their respective officers, agents and employees, or any of them, the Contractor shall satisfy the same to the extent that such judgment was due to the Contractor's negligent acts or omissions.

**13. SUBCONTRACTING**

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder.

**14. ASSIGNMENT**

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

**15. INDEPENDENT CONTRACTOR STATUS**

- A. The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- B. The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including, without limitation, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**16. REGISTRATION AND REPORTING AS LOBBYIST**

Contractor shall be responsible for compliance with all relevant requirements with regard to the activities Contractor engages in pursuant to this Agreement. Except as otherwise required by law, the City will not register the Contractor as a lobbyist or otherwise report the activities of the Contractor.

**17. NOTICE**

- A. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:            John J. Caulfield  
                                    City Manager  
                                    6000 Main Street S.W.  
                                    Lakewood, Washington 98499

If to Contractor:        Jake Johnston  
                                    Johnston Group  
                                    2400 NW 80<sup>th</sup> SW #191  
                                    Seattle, Washington 98117

**18. AMENDMENTS**

The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Any amendment that increases the amount of compensation payable to the Contractor must be approved by the City Manager. The Project Manager may agree to and execute any other amendment on behalf of the City.

**19. AVOIDANCE OF POTENTIAL CONFLICT**

- A. It is agreed that the nature of the work may result in direct conflicts of interest between the City and other clients that the Contractor may represent currently, or in the future. In these instances, the Contractor will immediately inform the City. The parties will attempt to identify the possibility of such instances before they occur. The Contractor shall not advocate or promote any legislative objectives on behalf of existing or potential clients that are determined by the City to be in conflict with the City's legislative objectives.
- B. Contractor shall provide written notice to the City of all current and any new clients obtained after the start of the contract. Contractor will not accept new clients if doing so would create conflicts of interest for the Contractor or would otherwise impair the Contractor's ability to fully perform the obligations of this contract.

**20. COSTS TO PREVAILING PARTY**

In the event of litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable costs and attorney's fees.

**21. APPLICABLE LAW**

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be Pierce County, State of Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Consultant of the services.

## **22. CAPTIONS, HEADINGS AND TITLES**

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

## **23. SEVERABLE PROVISIONS**

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

## **24. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

## **25. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective this \_\_\_\_\_ day of November, 2020.

**CITY OF LAKEWOOD**

**CONTRACTOR**

\_\_\_\_\_  
John J. Caulfield, City Manager  
City of Lakewood  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Jake Johnston  
Johnston Group  
Dated: \_\_\_\_\_

Attest:

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

Approved as to form:

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



## **Exhibit One: Scope of Services**

### **2022 PROPOSED AGENDA**

The 2022 scope of work builds on our recent work and continues to build support in 2022 and for longer-term initiatives in the years ahead.

Additionally, we follow the work being done by partner agencies and organizations and will levy support when and where appropriate. Some of these organizations include the Association of Washington Cities, the Association of Defense Communities, the Puget Sound Regional Council and Pierce County, among others.

These items are listed in priority order.

#### **1. Bringing federal funding to the City's top infrastructure priorities.**

With Members of Congress restoring earmarking authority, the City has ample opportunity to position its priority projects for federal support. In 2021, the City secured House support for \$2.4 million to complete the South Tacoma Way project. The City also identified four other projects for potential funding support including the Gravelly Lake Loop Road Project, the JBLM North Connector Project, Steilacoom Boulevard and the Town Center Connector Project.

Our work in 2022 will be to use the new earmark rules and regulations to revisit the city's capital projects and position them for federal support. We will make a decision about resubmitting the South Tacoma Way project and ensure that City has numerous projects in play to be considered for federal funding support.

Our secondary priority will be to continue to seek federal funding support for other City priorities. This may be through earmark requests or other funding opportunities that come together (see bullet point 5 below).

#### **2. Supporting the Second Tranche of ARPA funding and any future COVID Recovery.**

Lakewood has received half of its ARPA designated funding with the second tranche expected in May 2022. More, as the pandemic continues to impact communities, there is already discussion about what a future COVID bill might entail with an emphasis on public health infrastructure and economic recovery for impacted communities.

We will report to the City about U.S. Treasury guidelines for the appropriate use of funding programs with ARPA dollars and lobby for City needs in any future COVID bill.

### **3. Supporting the Ongoing Efforts in the North Clear Zone**

The City will continue to lobby for funding and policy support for the Air Force and Army to fund acquisition of property in the JBLM North Clear Zone. The South Sound Military and Community Partnership (SSMCP) has been the driving leader in this effort and the City has requested legislative language from its congressional delegation to clarify the appropriate use of federal dollars. The House and Senate Armed Services Committees are both watching the work being done at the North Clear Zone at JBLM and we have a strategy ready to enact should the contemporary work being done on the ground prove stuck.

### **4. Defense Community Infrastructure Program (DCIP)**

In 2018, Congress included the creation of the Defense Community Infrastructure Program (DCIP) in the Defense Authorization bill with an initial authorization of \$100 million for the program. This program was the result of a multiple-year effort led by the City of Lakewood and pushed by former Rep. Denny Heck with the support of Rep. Derek Kilmer and Rep. Adam Smith. This new federal initiative created a new funding program for the Department of Defense to help cities construct infrastructure that serves military installations.

Congress failed to fund the program in 2018 but we were able to get \$50 million appropriated in 2019 to establish the program and support the first round of grants. As 2020 unfolded, the Office of Local Defense Community Cooperation (OLDCC, formerly known as the Office of Economic Assessment) established the DCIP with an emphasis on projects that enhanced military quality of life and de-emphasized infrastructure.

In 2021, we increased the amount of funding available to \$60 million and successfully re-prioritized infrastructure in the grant awards. This is key to our strategy of using the DCIP to fund the infrastructure improvements needed to connect JBLM North with the main base.

In 2022, increasing the funding available to the DCIP and ensuring that the program adequately prioritizes the types of projects we envision needing in Lakewood is our top priority.

### **5. Transportation and Infrastructure Programs and Funding**

As this scope is being drafted, Congress is in the final negotiations for an infrastructure deal. The outcome of which will have tremendous consequence for Lakewood. At minimum, a deal will provide an infusion of funding into traditional state and regional programs like WSDOT and PSRC, providing opportunities for City projects to be considered.

However, several proposals in both House and Senate bills have new programs identified for competitive grant funding (see below for a short list). Influencing how these programs are developed by the agencies and ensuring they are set up in ways that make Lakewood's projects accessible and competitive will be a top

priority. We don't know as of this writing which of these programs will make it through the legislative process, but each will provide an opportunity for the City to position projects.

Potential New Programs in 2022 (Subject to Congressional Enactment in 2021):

- Community Transportation Investment Grant Program \*
- Climate Innovation Grant Program \*
- Transportation Connectivity Grant Program
- Culvert Replacement Program
- Broadband Development and Deployment
- Electric Vehicle Infrastructure

\* Of note, thanks in part to efforts led by Lakewood and other Northwest cities, the Community Transportation Investment Grant Program contains a 30% set aside for medium sized cities and the Climate Innovation Grant Program contains a 10% set aside.

## **6. Transportation and Infrastructure Policy Changes**

As this scope of services is being drafted, Congress is in the final negotiations for an infrastructure deal. The City has been supporting significant policy changes for federal transportation spending and the outcome of these will need to be reassessed and re-engaged if we're not successful in 2021.

- Medium Sized City Set Aside

Most federal infrastructure spending has a rural set aside which is critical for smaller communities to be able to access federal dollars. There is no comparable medium sized city set aside. Instead, medium sized cities compete against large cities like Seattle, Portland and Los Angeles for limited resources. Medium sized cities need a defined pool to compete within so as to make federal funds available in a way that simply aren't in their current status.

As Congress debates a new Transportation bill and considers the continued funding of the RAISE Program (formerly known as the BUILD or TIGER discretionary grant program), the City should lobby for a portion of federal infrastructure dollars be set aside for medium sized cities. This policy position is consistent with the work the city has been doing for years and is supported broadly by similar sized cities throughout the state. As for proof as to why this set aside is needed, since the RAISE program was created in 2009, not a single award has been made to a city in Washington State between 10,000 and 75,000 in population size.

The RAISE program is the key federal funding program for local infrastructure investments. Yet, all cities compete within the same funding pool, putting smaller and medium sized cities at a competitive disadvantage for funding even as the transit and commuter challenges are similar to those of larger communities. There are efforts in Congress to create funding tiers so that cities of similar size can compete for federal funds. The City should support efforts to designate a portion of federal transportation spending for cities between 10,000 and 75,000 in population size.

In 2021, we were able to get a medium sized city set aside in two of the new transportation grant programs in the House-passed transportation bill. This was the first time that Congress recognized the problem and designed a funding strategy to address it. In 2022, we will need to increase the set asides in transportation programs so that Lakewood has competitive access moving forward.

- Funding for MPOs

Federal transportation funding is generally distributed in Washington State via the State Department of Transportation (DOT) or via a Metropolitan Planning Organization (MPO) like the Puget Sound Regional Council (PSRC). In the most recent Transportation bill from 2016, Congress changed the allocation of funds from 50%-50% between DOTs and MPOs to 55%-45% with MPOs gaining the larger amount.

As Congress continues to implement the next Transportation bill, the City should support increasing this proportion to the benefit of MPOs and oppose any attempt to preclude the formation of new MPOs to meet regional needs. This should dovetail with the City's work at PSRC to more highly value cities with military installations in competitive funding pools.

In 2021, the House-passed transportation bill changed the allocation formula to 60%-40% with MPOs getting the larger portion. The Senate bill made no changes to the allocation formula and the bill is awaiting negotiations as this scope is being proposed.

## **7. Defense Policy / Issues**

As the host community to Joint Base Lewis McChord, the City is keenly impacted by Defense policies. The following issues comprise a key portion of our 2022 federal policy agenda.

- Base Realignment and Closure (BRAC)

The City supports a BRAC round to focus limited federal funding on critical military infrastructure needs. The City urges Congress to invest in the Office of Local Community Cooperation with any BRAC round. While the prospects of a BRAC round over the next few years are unlikely, the DOD and our congressional delegation are supportive, including most importantly, Rep. Adam Smith who is the Chairman of the House Armed Services Committee with jurisdiction over this issue. A BRAC round is the best way to direct military construction and infrastructure funding to the bases and locations that need the most investments.

More, for bases that see an increase in missions or personnel following a BRAC, Congress should consider creating a new funding support to address deficiencies on those installations.

- Office of Local Defense Community Cooperation (OLDCC)

As Congress moves forward with annual Defense Authorization bills, preserving funding for the Office of Local Defense Community Cooperation (OLDCC) – formerly known as the Office of Economic Adjustment (OEA) – at the Pentagon is a key priority for the City. OLDCC funds economic studies and planning for cities that experience reductions or growth in their military installations. We expect OLDCC to continue to be a critical partner to the City for many of our shared initiatives in support of JBLM. Funding for OLDCC has been under recent threat and the City should lobby for stable funding for OLDCC in recognition of its strong role in the economic growth in our region.

- Association of Defense Communities Engagement

The Association of Defense Communities (ADC) has the potential to become a key ally for the City. The ADC's support for the Defense Infrastructure Program was key to enactment in 2018. Additionally, its steadfast support for the Office of Local Defense Community Cooperation (OLDCC) has been critically important for the viability of that agency.

The City should look for ways to deepen its relationship with ADC and consider participating in ADC conferences with the eventual goal of seeking committee and board positions with ADC.

- Support for Military Construction Projects at JBLM

As the City maintains and deepens its relationships with base leadership at JBLM, it should lobby for projects at both installations that the bases are seeking funding support for within the congressional spending bills.

## **8. Community and Economic Development Programs**

- Continuation of Earmark Authority

Congress has reinstated earmarking authority in 2021 and we want to support the continued use of congressionally-directed spending in 2022 and beyond.

- Community Development Block Grants (CDBG) and the Home Investment Partnership Program (HOME)

The City of Lakewood uses Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funding to support local initiatives that benefit the City's vulnerable population. Funding in the CDBG program increased by 30% in 2018 after falling to a decade low in 2017 and has been holding steady at that rate since then. The City should support the CDBG and HOME program at the federal level and lobby for increased funding that could be put to use in Lakewood immediately.

The CDBG program was used by Congress extensively as a distribution mechanism for federal relief funding for the COVID pandemic. However, those program increases in the CDBG budget are temporary and responsive to the pandemic – not permanent increases in the program.

- Support Municipal Tax Policy

Congress has adjusted various tax policies that have a direct impact on the City of Lakewood, including the New Markets Tax Credit, the Affordable Housing Tax Credit and the State and Local Sales Tax Deduction. These policies, in addition to policies that would negatively value municipal bonding authority, remain under debate in Congress in 2021 and are expected to continue in 2022. The City should advocate for strong municipal authority and tax credits that facilitate economic development and meet our region’s critical housing needs.

We are always open to modifications and changes in our approach and our defined scope of services. As a small consultancy, we take pride in being nimble and agile to maximize client opportunities.

## DELEGATION ENGAGEMENT

The COVID-19 pandemic has curtailed the City’s usual activities and revisions to our plans must be made for 2022 to maintain strong connections with the delegation despite the meeting and travel restrictions.

Being able to discuss the city’s agenda above with federally elected officials and their key staff is a critical piece of our agenda for 2022. In recognition that until the pandemic is at a more stable place, our meetings will need to be virtual, we will aim to conduct delegation meetings in Q1 2022 to outline the City’s adopted agenda and preview the city’s federal funding requests.

We have an opportunity to do these meetings in new ways given the remote nature of them. The City’s creation of the drone footage overview of the South Tacoma Way Project was an excellent way to demonstrate the project without being able to tour it in person. Our efforts in 2022 will continue to bring creative ways to connect the City with its federal officials as a top priority and with a renewed emphasis over what was done in 2021.

The Johnston Group will manage these meetings, set up the schedule, work with the city to develop background materials for the meetings, prepare briefing documents for the City in advance of the meetings and handle any follow up. We will also prep city officials for the meetings and develop backgrounders and talking points as needed.

These delegation relationships will be key to the success of many of our strategies this year and in the years ahead.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 1 <sup>st</sup> , 2021	<b>TITLE:</b> Authorizing the adoption of updated federal, state, and county legislative priorities for 2022	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2021-73 — OTHER
<b>REVIEW:</b> October 13 <sup>th</sup> , 2021	<b>ATTACHMENTS:</b> Federal legislative priorities, state policy agenda, policy manual, and one-pagers, and county policy manual	

**SUBMITTED BY:** Michael Vargas, Assistant to the City Manager/Policy Analyst

**RECOMMENDATION:** The City Council authorize the adoption of updated federal, state, and county legislative priorities.

**DISCUSSION:** The City Council held a Special Meeting on October 13<sup>th</sup>, 2021, to discuss and amend federal, state, and county legislative priorities for the upcoming 2022-2023 legislative sessions.

The City’s federal governmental affairs contractor, the Johnston Group, presented updated federal legislative priorities, to which Council proposed no changes.

The City’s state governmental affairs contractor, Gordon Thomas Honeywell Governmental Affairs, presented an updated state policy agenda, policy manual, and several “one-pagers” that describe single policy issues in more detail. The Council made changes to all state legislative documents. The state policy agenda was amended to focus on a single transportation funding request, the Main Gate Interchange, while highlighting the need for geographic equity in discharge from state facilities, and protecting residents of adult family homes. The state policy manual was amended to reflect changes in the state policy agenda, while also being updated on several policy items, most notably the I-5 Mounts Road to Tumwater & Nisqually River Delta investments.

The county policy manual was amended by Council on two policy items; the commitment to bringing two new Pierce County libraries to Lakewood, and booking standards at the Pierce County Jail.

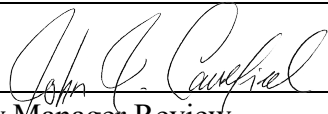
Per Council recommendation, City Council Goals were incorporated into the state and county policy manuals, with each policy item referencing the corresponding City Council Goal.

**ALTERNATIVE(S):** The City Council may not authorize the adoption of the legislative priorities documents, which would require another Special Meeting to make further amendments to the documents.

**FISCAL IMPACT:** There is no fiscal impact from the adoption of the legislative priorities.

Michael Vargas

Prepared by

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

John Caulfield

Department Director



# CITY OF LAKEWOOD

## FEDERAL PRIORITIES 2022



### CONTACT INFORMATION

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### ELECTED OFFICIALS

DON ANDERSON  
MAYOR

JASON WHALEN  
DEPUTY MAYOR

MARY MOSS  
COUNCILMEMBER

PAUL BOCCHI  
COUNCILMEMBER

PATTI BELLE  
COUNCILMEMBER

LINDA FARMER  
COUNCILMEMBER

MICHAEL BRANDSTETTER  
COUNCILMEMBER

### City Council Vision

Our vision for Lakewood is a thriving, urban, South Puget Sound City, possessing the core values of family, community, education, and economic prosperity.

We will advance these values by recognizing our past, taking action in the present, and pursuing a dynamic future.

### Introduction

The City of Lakewood has established a productive and trusted relationship with its congressional delegation over the past many years. The result is a delegation that actively partners with the City in support of shared goals, whether they be funding for critical infrastructure or offering legislative language to modify Department of Defense policies. The City thanks the congressional delegation for securing improvements for the Lakewood community over the years.

**Policy Opportunities:** The City has identified a number of infrastructure needs and policy objectives that would benefit its community and are defined more below. Simultaneously, a new Congress and the Biden Administration are providing numerous funding opportunities for Lakewood. The City put forward an earmark request for South Tacoma Way that was selected by Congresswoman Strickland for funding but fell out of consideration when the Bipartisan Infrastructure bill eliminated all earmark requests. The project has also been put forward for funding by Senator Murray in the appropriations bill and the resolution of this request is still pending. The City also continues to look at the Defense Community Infrastructure Program for funding Washington Boulevard and other projects.

**Congressional Delegation Opportunities:** Lakewood’s Congressional Delegation is extraordinarily well positioned to help the City in terms of their committee assignments and seniority. Congresswoman Strickland serves on the Transportation Committee and the Armed Services Committee with jurisdiction over JBLM and whose Chair, Adam Smith, is also from Washington State. Senator Murray is a senior member of the Senate Appropriations Committee and serves on the Defense Appropriations Subcommittee. Senator Cantwell is the Chair of the Senate Commerce Committee with jurisdiction over a majority of transportation policy. From a statewide perspective, Washington State has four members on the Appropriations Committee and three on the Armed Services Committee.

**Strategy:** Lakewood’s congressional delegation knows what the needs are in Lakewood and what the city’s funding and policy priorities are. The City’s effort in 2022 will be to continue to drive major policy changes within the Department of Defense and the Department of Transportation and bring federal funding to City needs. The City’s objective will be a sustained partnership with the federal government to bring federal funding into the City to support economic, infrastructure, human and environmental priorities.

The 2022 scope of work builds on the City’s recent work and continues to build support in 2022 and for longer-term initiatives in the years ahead. Additionally, the City will follow the work being done by partner agencies and organizations and will levy support when and where appropriate. Some of these organizations include the Association of Washington Cities, the Association of Defense Communities, the Puget Sound Regional Council and Pierce County, among others.



## Bringing federal funding to the City's top infrastructure priorities

**Background:** With Members of Congress restoring earmarking authority, the City has ample opportunity to position its priority projects for federal support. In 2021, the City secured House support for \$2.4 million to complete the South Tacoma Way project. The City also identified four other projects for potential funding support including the Gravelly Lake Loop Road Project, the JBLM North Connector Project, Steilacoom Boulevard and the Town Center Connector Project.

**Action:** The City's work in 2022 will be to use the new earmark rules and regulations to revisit the City's capital projects and position them for federal support. The City will make a decision about resubmitting the South Tacoma Way project once the 2021 outcome is known and ensure that the City has numerous projects in play to be considered for federal funding support. The City's secondary priority will be to continue to seek federal funding support for other City priorities. This may be through earmark requests or other funding opportunities that come together (see Transportation and Infrastructure Program and Funding below).

## Supporting the Second Tranche of ARPA funding and any future COVID recovery

**Background:** Lakewood has received half of its ARPA designated funding with the second tranche expected in May 2022. Moreover, as the pandemic continues to impact communities, there is already discussion about what a future COVID bill might entail with an emphasis on public health infrastructure and economic recovery for impacted communities.

**Action:** The City will monitor the status of the second tranche of ARPA funds from the U.S. Treasury and lobby for City needs in any future COVID bill.

## Supporting the Ongoing Efforts in the North Clear Zone

**Background:** The South Sound Military and Community Partnership (SSMCP) has been the driving leader in supporting the Air Force and Army funding the acquisition of property in the JBLM North Clear Zone. The City has requested legislative language from its congressional delegation to clarify the appropriate use of federal dollars.

**Action:** The City will continue to lobby for funding and policy support for this effort. The House and Senate Armed Services Committees are both watching the work being done at the North Clear Zone at JBLM and the City has a strategy ready to enact should the contemporary work being done on the ground prove stuck.

## Defense Community Infrastructure Program (DCIP)

**Background:** In 2018, Congress included the creation of the Defense Community Infrastructure Program (DCIP) in the Defense Authorization bill with an initial authorization of \$100 million for the program. This program was the result of a multiple-year effort led by the City of Lakewood and pushed by former Congressman Denny Heck with the support of Congressman Derek Kilmer and Congressman Adam Smith. This new federal initiative created a new funding program for the Department of Defense to help cities construct infrastructure that serves military installations.

Congress failed to fund the program in 2018 but we were able to get \$50 million appropriated in 2019 to establish the program and support the first round of grants. As 2020 unfolded, the Office of Local Defense Community Cooperation (OLDCC, formerly known as the Office of Economic Assessment) established the DCIP with an emphasis on projects that enhanced military quality of life and de-emphasized infrastructure.

In 2021, Lakewood successfully lobbied for an increase in the amount of funding available to \$60 million and successfully re-prioritized infrastructure in the grant award criteria. This is key to the City's strategy of using the DCIP to fund the infrastructure improvements needed to connect JBLM North with the main base.

**Action:** In 2022, the City's top priority is increasing the funding available to the DCIP up to its authorized amount of \$100 million and ensuring that the program adequately prioritizes the types of projects needed in Lakewood.

## Transportation and Infrastructure Program and Funding

**Background:** Congress is in the final negotiations for an infrastructure deal, the outcome of which will have tremendous consequence for Lakewood. At minimum, a deal will provide an infusion of funding into traditional state and regional programs like WSDOT and PSRC, providing opportunities for City projects to be considered.

**Action:** Several proposals in both House and Senate bills have new programs identified for competitive grant funding (see below for a short list). Influencing how these programs are developed by the agencies and ensuring they are set up in ways that make Lakewood's projects accessible and competitive will be a top priority. Each of these new programs that make it through the legislative process will provide an opportunity for the City to position projects.

Potential New Programs in 2022 (Subject to Congressional Enactment in 2021):

- Community Transportation Investment Grant Program \*
- Climate Innovation Grant Program \*
- Transportation Connectivity Grant Program
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- Electric Vehicle Infrastructure

\* Of note, thanks in part to efforts led by Lakewood and other Northwest cities, the Community Transportation Investment Grant Program contains a 30% set aside for medium sized cities and the Climate Innovation Grant Program contains a 10% set aside.

## Transportation and Infrastructure Policy Changes

Congress is in the final negotiations for an infrastructure deal. The City has been supporting significant policy changes for federal transportation spending and the outcome of these will need to be reassessed and re-engaged after we see the 2021 outcome.

## Medium Sized City Set Aside

**Background:** Most federal infrastructure spending has a rural set aside which is critical for smaller communities to be able to access federal dollars. There is no comparable medium sized city set aside. Instead, medium sized cities compete against large cities like Seattle, Portland and Los Angeles for limited resources. Medium sized cities need a defined pool to compete within so as to make federal funds available in a way that simply aren't in their current status.

**Action:** As Congress debates a new Transportation bill and considers the continued funding of the RAISE Program (formerly known as the BUILD or TIGER discretionary grant program), the City should lobby for a portion of federal infrastructure dollars be set aside for medium sized cities. This policy position is consistent with the work the City has been doing for years and is supported broadly by similar sized cities throughout the state. As for proof as to why this set aside is needed, since the RAISE program was created in 2009, not a single award has been made to a city in Washington State between 10,000 and 75,000 in population size.

The RAISE program is the key federal funding program for local infrastructure investments. Yet, all cities compete within the same funding pool, putting smaller and medium sized cities at a competitive disadvantage for funding even as the transit and commuter challenges are similar to those of larger communities. There are efforts in Congress to create funding tiers so that cities of similar size can compete for federal funds. The City should support efforts to designate a portion of federal transportation spending for cities between 10,000 and 75,000 in population size.

In 2021, Lakewood successfully lobbied to get a medium sized city set aside in two of the new transportation grant programs in the House-passed transportation bill. This was the first time that Congress recognized the problem and designed a funding strategy to address it. In 2022, the City will need to continue to partner with other Northwest cities to increase the set asides in additional transportation programs so that Lakewood has competitive access moving forward.

## Funding for Metropolitan Planning Organizations (MPOs)

**Background:** Federal transportation funding is generally distributed in Washington State via the State Department of Transportation (DOT) or via a Metropolitan Planning Organization (MPO) like the Puget Sound Regional Council (PSRC). In the most recent Transportation bill from 2016, Congress changed the allocation of funds from 50%-50% between DOTs and MPOs to 55%-45% with MPOs gaining the larger amount.

**Action:** As Congress continues to implement the next Transportation bill, the City should support increasing this proportion to the benefit of MPOs and oppose any attempt to preclude the formation of new MPOs to meet regional needs. This should dovetail with the City's work at PSRC to more highly value cities with military installations in competitive funding pools.

In 2021, the House-passed transportation bill changed the allocation formula to 60%-40% with MPOs getting the larger portion. The Senate bill made no changes to the allocation formula and the final agreement is to be determined as the bill works towards enactment.

## Defense Policies

### Base Realignment and Closure (BRAC)

**Background:** A BRAC round is the best way to direct military construction and infrastructure funding to the bases and locations that need the most investments. While the prospects of a BRAC round over

the next few years are unlikely, the DOD and the City’s congressional delegation are supportive, including most importantly, Congressman Adam Smith who is the Chair of the House Armed Services Committee with jurisdiction over this issue.

**Action:** The City will continue to support a BRAC round to focus limited federal funding on critical military infrastructure needs. The City urges Congress to invest in the Office of Local Community Cooperation with any BRAC round. Moreover, for bases that see an increase in missions or personnel following a BRAC, Congress should consider creating a new funding support to address deficiencies on those installations.

## Office of Local Defense Community Cooperation (OLDCC)

**Background:** As Congress moves forward with annual Defense Authorization bills, preserving funding for the Office of Local Defense Community Cooperation (OLDCC) – formerly known as the Office of Economic Adjustment (OEA) – at the Pentagon is a key priority for the City. OLDCC funds economic studies and planning for cities that experience reductions or growth in their military installations.

**Action:** OLDCC is expected to continue to be a critical partner to the City for many shared initiatives in support of JBLM. Funding for OLDCC has been under recent threat and the City should lobby for stable funding for OLDCC in recognition of its strong role in the economic growth in the region.

## Association of Defense Communities Engagement

**Background:** The Association of Defense Communities (ADC) has the potential to become a key ally for the City. The ADC’s support for the Defense Infrastructure Program was key to enactment in 2018. Additionally, its steadfast support for the Office of Local Defense Community Cooperation (OLDCC) has been critically important for the viability of that agency.

**Action:** The City should look for ways to deepen its relationship with ADC and consider participating in ADC conferences with the eventual goal of seeking committee and board positions with ADC.

## Support for Military Construction Projects at JBLM

**Background:** As mentioned in Priority 1, Congress has restored limited earmarking authority to its appropriations bills. In 2021, Military Construction projects were not eligible for earmarking but that is expected to be up for review in 2022.

**Action:** The City should support JBLM by lobbying for projects that the base has identified as priorities for the Military Construction accounts within the congressional spending bills.

## Community and Economic Development Programs

### Continuation of Earmark Authority

**Action:** Congress has reinstated earmarking authority in 2021 and the City should continue to support the use of congressionally-directed spending in 2022 and beyond.

### Community Development Block Grants (CDGB) and the Home Investment Partnership (HOME)

**Background:** The City of Lakewood uses Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funding to support local initiatives that benefit the City’s vulnerable population. Funding in the CDBG program increased by 30% in 2018 after falling to a decade low in 2017 and has been holding steady at that rate since then.

The CDBG program was used by Congress extensively as a distribution mechanism for federal relief funding for the COVID pandemic. However, those program increases in the CDBG budget are temporary and responsive to the pandemic – not permanent increases in the program.

**Action:** The City should support the CDBG and HOME program at the federal level and lobby for increased funding that could be put to use in Lakewood immediately.

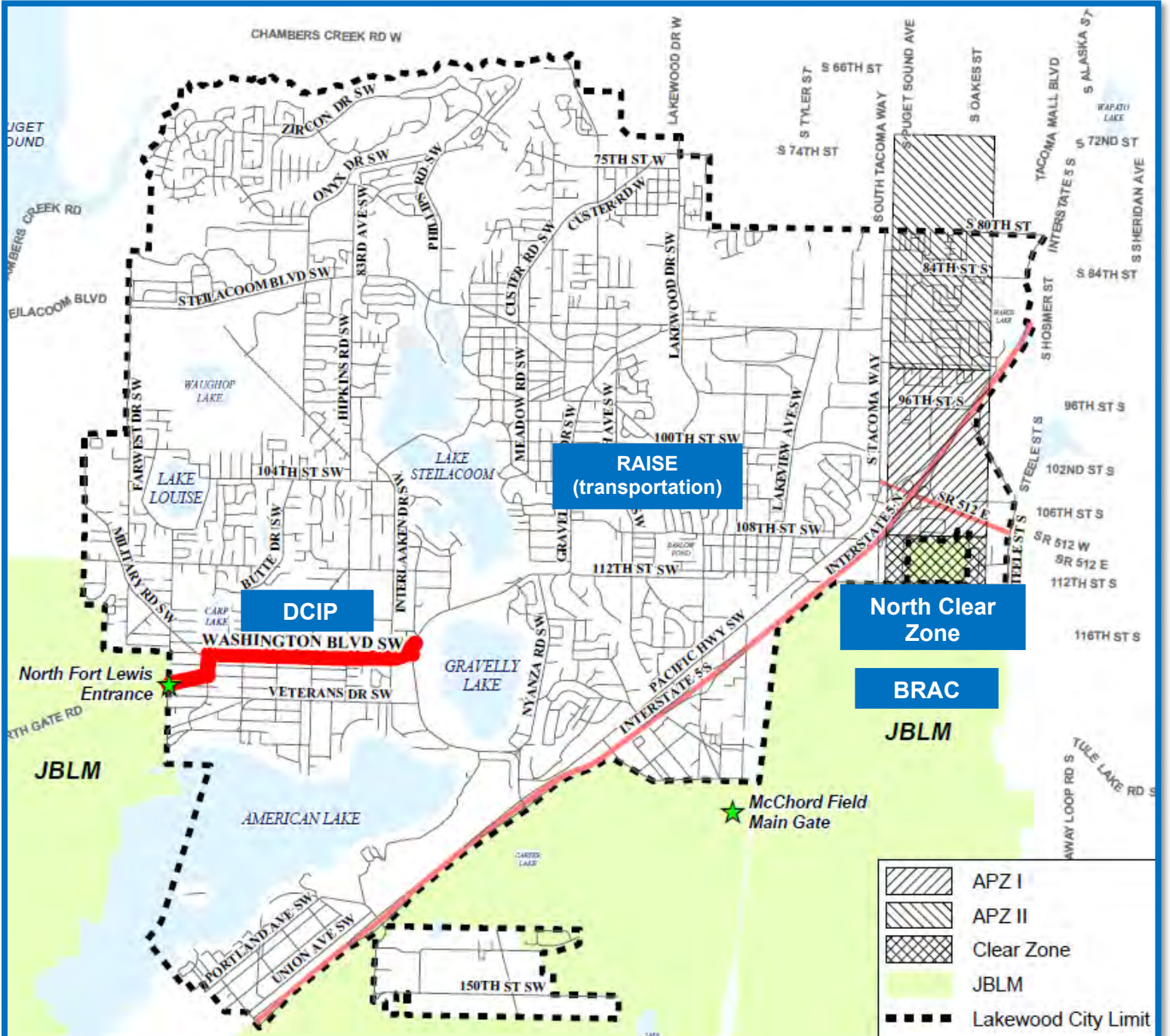
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**Action:** The City should advocate for strong municipal authority and tax credits that facilitate economic development and meet the region’s critical housing needs.

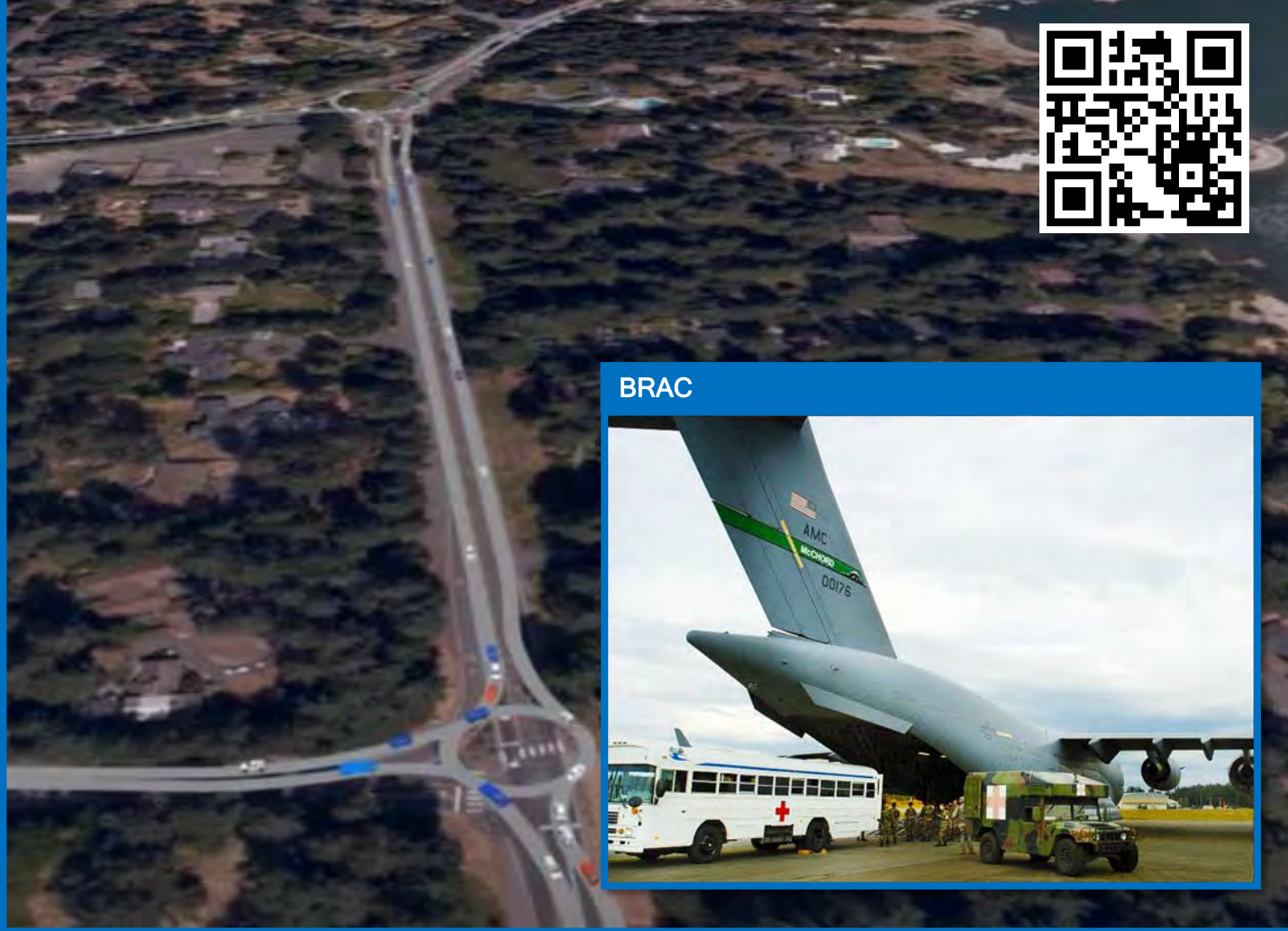
# CITY OF LAKEWOOD, WASHINGTON

## COVID-19 Relief



# CITY OF LAKEWOOD, WASHINGTON

## DCIP - JBLM-North Access Road Improvement Project



### BRAC



### North Clear Zone



### RAISE (transportation)







## 2021-2022 State Legislative Agenda

Amended for the 2022 Legislative Session

The City looks forward to continuing its partnership with its legislative delegation to improve the overall quality of life for everyone that calls Lakewood home.

### Transportation Priorities

As the Legislature negotiates a state transportation revenue package, the City requests the following projects be prioritized:

**Main Gate Interchange (Exit 120):** As part of the current I-5 JBLM Corridor Improvements, WSDOT identified the 41<sup>st</sup> Division Main Gate Interchange reconfiguration as a necessary future improvement. This Interchange serves as the primary access to Lewis Main on the east side of I-5 and to Lewis North on the west side. Reconstructing this interchange is key to addressing congestion on I-5 and improving the quality of life for Lakewood residents and business owners. Currently, the proximity of the at grade rail crossing to the Lewis North gate is a safety concern and creates backups on I-5 during peak periods. Many Clover Park School District buses use this at grade crossing to access the installation. The City requests the Legislature allocate \$225 million to reconfigure the existing interchange to improve mobility, increase safety and improve base operations.

**Multimodal Transportation Study:** The City requests \$250,000 for a multimodal transportation assessment to consider practical solutions to increase multimodal connectivity along the I-5 corridor between DuPont and Lakewood. The study will include options that take advantage of already funded grade separated crossings and increase connectivity between Sound Transit and Amtrak using existing or planned infrastructure. This will support the movement of people through the growing South Sound corridor - including Lakewood, DuPont, Joint Base Lewis McChord, and areas of unincorporated Pierce County, including Parkland and Spanaway. This is supported by Sound Transit, JBLM, Pierce Transit, Lakewood Water District, West Pierce Fire & Rescue and the Clover Park School District.

### Geographic Equity in Discharge from State Facilities

The City appreciates the State's recent efforts to move toward a more community-based mental health system. As the home to Western State Hospital, the City of Lakewood has long shouldered an inequitable share of the state's responsibility to treat and care for the mentally ill. Transitioning to a community-based system presents an opportunity to not only provide more accessible services to those who need it most, but also for the communities of our state to share this responsibility supporting the state's community-based health system. To ensure this transition is successful, the State should establish policies that ensure equitable responsibility for those discharged from state institutions, including those with criminal backgrounds.

### Protecting Residents of Adult Family Homes

Adult Family Homes (AFHs) serve adults with functional limitations who need personal and special care. The City requests legislation that protects these vulnerable members of our community by preventing Level 2 and 3 registered sex offenders, sexually violent predators and "felony flips" from residing in AFHs.

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# CITY OF LAKEWOOD

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## STATE

## POLICY MANUAL

ADOPTED BY CITY COUNCIL ON OCTOBER 19, 2020

AMENDED ON NOVEMBER XX, 2021



# CITY OF LAKEWOOD LEGISLATIVE POLICY MANUAL

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## INDIGENOUS PEOPLE AND LANDS ACKNOWLEDGEMENT

Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history which led to this moment. The City would like to recognize that we are on the lands of the Nisqually People, and acknowledge the history of dispossession that allowed for the growth of our community. We offer respect to the Nisqually People and their Elders, past, present, and emerging. We recognize our responsibility to value all people, and are committed to equitably serving all people in our diverse community.

## COMMITMENT TO EQUITY A STATEMENT ON EQUITY BY THE LAKEWOOD CITY COUNCIL

The Lakewood City Council acknowledges that equity is essential to a healthy community.

We are committed to identifying and eliminating systemic racism. We intend to lead by example in the advancement of equity and the deliberate practice of inclusion.

The City Council commits to the following practices:

- Instilling equity as a priority of policy and the delivery of services.
- Enacting initiatives that support and celebrate the diversity of the community.
- Ensuring equity in municipal planning.
- Identifying and dismantling preconceived prejudices.
- Increasing sensitivity to social norms and cultural expectations.
- Pursuing justice and equity for all residents.

We recognize the critical role that city leaders have in removing barriers to opportunity. We recognize that systemic inequality has endured, but commit that it shall not persist. The City Council will not tolerate intolerance. It is unconscionable that some members of our community fall victim to acts of hate. Acts of hate based upon race, creed, ancestry, disability, sex, sexual orientation, gender identity and/or socioeconomic status are unwelcome in Lakewood, Washington. The Lakewood Police Department shall be vigilant in its investigation and prosecution of crimes of hate. These intentional practices will inform our decision-making on

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policing, zoning, capital investment and all other matters of the City Council. Our objective is to create a more diverse, equitable and inclusive Lakewood community for all residents and we invite all Lakewood organizations and residents to join us in this effort.

The City is committed to identifying, preventing, and eliminating systemic racism in all aspects of employment, and leading by example in the advancement of racial equity in the community. The City is committed to instilling equity as a priority in the delivery of services; enacting initiatives that support and celebrate the diversity of the community; ensuring equity in municipal planning; increasing sensitivity to social norms and cultural expectations; and pursuing justice and equity for all residents.

In 2018, the City acknowledged work needed to be done to increase equity within the organization. To help with this, the City created an Equity Team. To date, the City's Equity Team developed an Indigenous People and Lands Acknowledgement (see above) and started to craft an Equity Team Strategic Plan that will outline the Team's short and long term work plan for increasing equity at the City, including integrating pro-equity practices at all levels of the organization, leveraging community-based partnerships, developing facilities, plans, and policies that promote equity, and more. The Equity Team continues to work on crafting an all-encompassing Equity Commitment Statement and Equity Hiring Guidelines for the city. The City has hired a Diversity Equity and Inclusion Manager to further the City's effort. Lakewood supports the state's ongoing work to develop and instill more equitable principles in state laws and policies.

## City Council Goals Legend

The policy goals in the State Policy Manual align with the City Council Goals 2021-2024. Each policy name is a different color to reflect the corresponding City Council Goal.

<b>Economic Development</b>	<b>Dependable Infrastructure</b>	<b>Public Safety</b>
<b>Fiscal Responsibility</b>	<b>Transparency</b>	<b>Robust &amp; Active Community</b>

## HOUSING/ HOMELESSNESS SERVICES



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### **Quality Affordable Housing**

The City supports legislation that incentivizes developers to build affordable housing, such as the multifamily housing tax exemption, and funding allocated for public and nonprofit affordable housing, including the Housing Trust Fund.

### **Support for Homelessness Services**

Every year since incorporation, the City has allocated 1% of its general fund to support low-income and vulnerable citizens by partnering with and funding community-based organizations to provide access to: housing, food, youth programs, behavioral health services, and other human services. The city requests the state's partnership in supporting programs and services that help prevent temporary and recurrent homelessness.

### **Predatory Lending**

The City supports legislation to stop all predatory home lending practices and supports enforcement of state laws to ensure all home renting practices are in compliance with existing regulations.

### **Foreclosure of Homes**

The City supports legislation that assists local jurisdictions in managing vacant, abandoned, and tax-delinquent properties. Without responsible management, these properties can cause problems throughout an entire community. The properties can become fire hazards, home to squatters, location of crime, and result in general decline in property values. In the upcoming session, the City also supports evaluating the effectiveness of legislation passed in this area.



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### COMMUNITY & ECONOMIC DEVELOPMENT

#### **Economic Development Tools**

The City supports robust and sustainable funding for the Economic Development Strategic Reserve Fund, Community Economic Revitalization Board, Public Works Assistance Account, Public Facility Districts, and other programs that assist local governments in neighborhood residential and commercial area rehabilitation.

The City also supports legislation that provides optional economic development tools for cities, such as the multi-family housing tax incentive, lodging tax, the Main Street Act (a series of small tax incentives for neighborhood business districts), complete streets grant program, community facility financing, shared state revenue for construction of convention and special event centers, additional shared state revenue for urban renewal and other public facility improvements, and innovative approaches to property tax assessment that reduces the current incentive to allow property to remain blighted.

#### **Annexation**

The City believes that annexation laws should encourage the logical development and expansion of the City to provide for a healthy and growing local economy and efficient provision of urban services. The City supports legislation that would modify state annexation laws to reduce the administrative process and the overall cost of annexation, both of which would help encourage and incentivize the annexation of existing unincorporated islands.

#### **Boundary Review Board**

The City supports the elimination of Boundary Review Boards' (BRB) role in reviewing items that are governed by the GMA (RCW 36.70A) while authorizing counties to determine whether to retain their BRB to review non-GMA-governed issues (e.g., special purpose district expansions).

#### **Local Authority for Land Use and Planning**

The City supports preserving the authority of local governments regarding local taxation, as well as land use planning, zoning and regulation consistent with the GMA (RCW 36.70A) and SEPA (RCW 43.21C.) The City supports state level efforts to bolster military installations' sustainability and operational readiness and address land use compatibility issues, so long as local jurisdictional control over land use and infrastructure planning is not eroded.

#### **Need for Unique Restrictions in Air Corridors**

The City believes that unique restrictions on land use density is necessary for land proximate to military installations. Such restrictions must be recognized within buildable lands reports, growth targets, and comprehensive planning. The North Clear Zone, Air Corridor 1 and Air Corridor 2 zones in Lakewood's case are zones that reflect the FAA and DoD guidance regarding safe densities and types of uses. Cities should not be forced to choose between GMA compliance and



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guidance from Army Compatible Use Buffer (ACUB) and Air Installation Compatible Use Zones (AICUZ) reports.





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## PARKS, RECREATION, & COMMUNITY SERVICES

Since incorporation, the City has worked to create more equitable access to parks for all residents. The City believes that quality parks and recreation programs should be available to citizens throughout the City. The city's investments in local parks and requested state partnership reflect work toward this goal.

### **Historic Fort Steilacoom**

The City requests that the State work with City to explore how to best preserve Historic Fort Steilacoom for future generations to use and enjoy. Historic Fort Steilacoom is one of the best preserved pre-civil war forts west of the Mississippi comprised of a marching field, officer quarters, barracks and a hospital. The City encourages the state to undertake a joint exploration with the City to determine how to best preserve this historic amenity in perpetuity. The City encourages this assessment to consider partnerships between the state and the City, City ownership, and various private-public partnerships.

### **State Funding**

The City supports programs administered by Washington Parks and Recreation Association (WRPA) and opposes diversion from WRPA programs. Specifically, the City supports ongoing funding for the Washington Wildlife and Recreation Program (WWRP), Aquatic Land Enhancement Account (ALEA), and the Youth Athletic Facilities (YAF) grant programs.

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## TRANSPORTATION & INFRASTRUCTURE

### Transportation Funding Request: Main Gate Interchange (Exit 120)

As part of the current I-5 JBLM Corridor Improvements, WSDOT identified the 41<sup>st</sup> Division Main Gate Interchange reconfiguration as a necessary future improvement. This Interchange serves as the primary access to Lewis Main on the east side of I-5 and to Lewis North on the west side. Reconstructing this interchange is key to addressing congestion on I-5 and improving the quality of life for Lakewood residents and business owners. Currently, the proximity of the at grade rail crossing to the Lewis North gate is a safety concern and creates backups on I-5 during peak periods. Many Clover Park School District buses use this at grade crossing to access the installation. The City requests the Legislature allocate \$225 million to reconfigure the existing interchange to improve mobility, increase safety and improve base operations.

### Transportation Funding Request: I-5 Mounts Road to Tumwater & Nisqually River Delta

I-5 is the lifeline of commerce, transportation, and Joint Base Lewis-McChord's (JBLM) mission readiness in the Puget Sound Region. However, the current design of I-5 restricts critical ecological functions impacting salmon survival, is at a high risk of being overtopped by a major flooding event and has limited capacity to handle the growing South Sound economy and population - a key component to national security since 30% of the JBLM workforce live south of the Nisqually River. Lakewood, in partnership with SSMCP and the Nisqually Tribe, requests that the Legislature prioritize funding to advance work along I-5 through the Nisqually River Delta and invest in roundabouts along State Route 507, the only viable alternative to I-5.

### **Transportation Funding Request - Multimodal Transportation Study**

The City requests the Legislature allocate \$250,000 for a multimodal transportation assessment to consider practical solutions to increase multimodal connectivity along the I-5 corridor between DuPont and Lakewood. The study will include options that take advantage of already funded grade separated crossings and increase connectivity between Sound Transit and Amtrak using existing or planned infrastructure. This will support the movement of people through the growing South Sound corridor - including Lakewood, DuPont, Joint Base Lewis McChord, and areas of unincorporated Pierce County, including Parkland and Spanaway. This is supported by Sound Transit, JBLM, Pierce Transit, Lakewood Water District, West Pierce Fire & Rescue and the Clover Park School District.

### **Infrastructure Funding**

Local agencies, including the City of Lakewood, lack resources for infrastructure funding. As a result, city roads remain in disrepair or general fund dollars are taken from other important services to repair roads; or a combination thereof. The City joins AWC in pursuing a comprehensive local option transportation bill that will provide new resources and funding opportunities. The City



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continues to support the state's ongoing and increased investment in infrastructure funding programs such as the Public Works Assistance Account.

### **Limiting Additional Freight on Point Defiance Bypass (Lakeview Rail Line)**

The City opposes increased freight traffic along this corridor that is above and beyond the activity already in place and does not have a destination within Lakewood or Joint Base Lewis-McChord. With the opening of the Point Defiance Bypass project in support of Amtrak passenger rail coupled with increasing demands on freight rail, there is concern that the Point Defiance Bypass project could eventually lead to increased freight traffic in addition to new passenger rail.

### **Future Commercial Airfields - JBLM**

The City opposes the use of Joint Base Lewis-McChord (JBLM) as a commercial air field. The [Commercial Aviation Coordinating Commission](#) (CACC) was created by the state legislature and tasked with recommending a new primary commercial aviation facility in Washington by February 15, 2023. The CACC initially identified JBLM as a potential location but has limited the options to six sites that now exclude JBLM. The City opposes the use of JBLM as a commercial airfield because of strong opposition from the congressional delegation, significant concerns raised by the military, identification of the site as having high congestion issues, no transit service, and rated "unlikely" by WSDOT and "unable to accommodate commercial air service" by PSRC.

### **I-5 JBLM Corridor**

The I-5 JBLM corridor is fully funded in the 2015 Connecting Washington package. The City is currently working with WSDOT to ensure timely implementation of the project. The City will continue to advocate for any appropriations or policy changes needed to advance the project in the best interests of our community and region. The City will closely monitor the development of the Gravelly-Thorne Connector project.

### **Systematic I-5 South Sound Corridor Planning**

WSDOT has increasingly indicated a preference to take a holistic approach to transportation improvements along a corridor. The City supports WSDOT's position and supports WSDOT's efforts to complete an assessment of the I-5 corridor from Tacoma to Tumwater to ensure that any future investments in this corridor resolve congestion rather than shift traffic congestion points along I-5.

Consistent with this effort, the Connecting Washington package invested significant funding in the I-5 corridor through JBLM to eliminate the traffic congestion point at Thorne Road by expanding the corridor from three to four lanes. Any future investments along the I-5 corridor in this region, particularly expanding the portion north of the project from four to five lanes, should consider the impact it would have on this and other congestion points. Any investments should resolve, rather than shift, traffic congestion points.

### **Interstate-5 JBLM Shared Use Path**

The City is supportive of creating more active transportation options. As part of the I-5 / Joint Base Lewis McChord (JBLM) Corridor Improvement, the state has allocated \$16.8 million for WSDOT



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to develop a shared use path from DuPont-Steilacoom Road to the forthcoming Tillicum/Gravelly-Thorne Connector. As proposed, this shared use path would run directly along I-5. Sound Transit is not supportive of this route and has indicated that they will not provide WSDOT the necessary rights-of-way to bring this project to fruition. Additionally, JBLM has outlined a number of safety concerns with this route and the cycling community has voiced concerns about the exposure of cyclists to air pollution given the route's proximity to I-5. The City supports using the existing funding to create an alternative route using local roads through Lakewood, Pierce County, and DuPont. The existing funding would be used to develop and enhance active transportation infrastructure on local roads, such as bikeways and sidewalks. Finding an alternative route is supported by the cities of DuPont and University Place, the town of Steilacoom, Pierce County, and JBLM.

### **Interstate-5 High Occupancy Vehicle Lanes**

The City supports the I-5 Tacoma/Pierce County High-Occupancy Vehicle (HOV) Lanes Program. The City requests an extension of this program to include a dedicated HOV 5<sup>th</sup> lane (one each direction) from Tacoma to Mounts Road in DuPont. The timing of this extension should align with the expansion of I-5 south of Mounts Road, to prevent additional congestion at that chokepoint. If other alternatives are advanced or additional HOV lanes are not extended throughout the entire south sound corridor, the current bottleneck that begins at North Thorne Lane through the I-5/JBLM corridor will remain, despite significant state investments in the past decade to alleviate this congestion. The City opposes operating the added fourth through lane in each direction on I-5 from Mounts Road to Thorne Lane as HOV lanes rather than general purpose lanes.

### **Stormwater & Culvert Funding**

Cities have significant stormwater and culvert funding needs. The City of Lakewood joins AWC in requesting secure, ongoing and sufficient funding for city culvert repair and replacement. The City supports funding for current and new grant programs for local stormwater and culvert projects.

### **Bus Rapid Transit II – Feasibility Study**

Pierce Transit envisions a future five-line electric Bus Rapid Transit system to serve the people of Pierce County. The City supports Pierce Transit's request for \$10M in a new revenue package for the feasibility study and early design of a zero-emission Bus Rapid Transit 2, serving Lakewood, Tacoma, Fircrest, and University Place.



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### FINANCE

#### **Fiscal Support for COVID-19 Recovery**

The City supports partnership between state and local government to develop the best framework for efficient and effective distribution of America Rescue Plan Act (ARPA) funds. The City requests that the Legislature continue to invest in public infrastructure projects. These types of projects are one of the best ways to inspire economic recovery by creating family-wage jobs and supporting increased economic activity.

#### **State-Shared Revenues**

Even before COVID-19, cities relied on state-shared revenues to provide critical funding for essential public services. Recognizing the state is facing a budget surplus, the City joins AWC in supporting restoration and continued appropriation of committed state shared funds, such as Liquor Excise Taxes and Profits, City-County Assistance Account, Municipal Criminal Justice Account, Annexation Sales Tax Credit, and public health funding. In 2020, Lakewood received roughly \$3.32 million in state shared revenues. These funds are used to support city activities, including police, infrastructure development, public defenders, municipal court, etc. In total, state-shared revenues constitute a significant portion of the City's operating expenditures (6%).

#### **General Fund Revenue**

The City supports legislation that will increase, expand, or favorably restructure its revenue-raising ability. In consideration of 1) the continued growth in demand for services that exceed revenue growth and inflation, and 2) intimate knowledge of individual community needs, the City supports unrestricted uses of all general government tax revenue. For example, restrictions on the use of real estate excise tax (REET), gambling taxes, etc.

#### **City Financial Liability for Indigent Defense**

Indigent defense is a constitutional right that should be funded by the state. However, in 2017 counties contributed approximately \$136 million per year to trial court public defense costs alone, while the state contributed approximately \$6 million per year. On average, the city pays \$520,000 per year toward indigent defense. The City supports state funding for indigent defense that is standardized and non-competitive in order to ensure more equitable funding.

#### **Unfunded Mandates & Other State & Federal Budget Impacts**

Mandates from the Federal and State governments are rarely accompanied with adequate new revenues or taxing authority, but instead force the City to reduce funding levels for other services. The City opposes efforts by the State Legislature to balance budgets by shifting responsibilities to cities.



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### **Construction Contracts Claims Process**

The City opposes legislation that would change the claim process for construction contracts on public works projects. When specific instances arise, the City is willing to work with a contractor to ensure a mutually beneficial outcome is reached.



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### PUBLIC SAFETY

#### **Binding Interest Arbitration Reform**

The City recognizes the importance of having a tool to help resolve potentially devastating strikes by essential service personnel, such as police and firefighters. However, existing binding interest arbitration statutes are out-of-date and inflexible, resulting in many unintended consequences – the City finds this particularly true in regard to disciplinary processes. The City requests that the state reform existing binding interest arbitration language to limit these types of unintended repercussions.

#### **Statewide Police Reform**

The City joins the Association of Washington Cities (AWC) in requesting [clarification to legislative changes made in 2021 that have created compliance questions, need funding for full implementation and have unintended negative impacts on public safety.](#)

#### **Community Partnership Program at Western State Hospital**

Since 2007 the City has operated a highly effective Community Partnership Program (CPP) to improve public safety at Western State Hospital (WSH). CPP has responded to hundreds of calls for police service at WSH and has supported the overall safety of hospital staff and the surrounding community. The City appreciates that \$621,000 is included in the 2021-23 Operating Budget for continued operation of this successful partnership.

#### **Authority to Appoint Municipal Court Judges**

The City supports cities' ability to appoint a municipal court judge and to maintain courts and supports further technical and financial assistance for the administration of municipal courts.

#### **Traffic Enforcement Cameras**

The Legislature has authorized local government to use traffic enforcement cameras in limited situations, including red light enforcement at certain intersections and speed control in school zones. Traffic enforcement cameras have proven to be successful at reducing instances of speeding and violations of traffic signals. The City supports the use of traffic enforcement cameras. The City also supports legislation allowing images from traffic enforcement cameras to be used by law enforcement in criminal cases if there is probable cause.

#### **Basic Law Enforcement Academy (BLEA)**

The City supports ongoing funding of the Basic Law Enforcement Academy which is the sole training program for police departments statewide. With an increasing number of law enforcement officers retiring, it is imperative this program receive adequate funding to provide ample training openings for new hires.



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### **Jail and Court Costs**

The City supports legislative proposals that reduce jail and court costs, and maintain its flexibility in providing jail and court services. The City supports additional funding for local grants through the Office of Public Defense and clarifying local authority to set standards for public defenders. The City also supports maintaining the flexibility to select the most appropriate manner in which to provide jail services. The City will monitor all legislation that impacts the City's ability to contract with government agencies.

### **Geographic Equity in Discharge from State Facilities**

The City appreciates the State's recent efforts to move toward a more community-based mental health system. As the home to Western State Hospital, the City of Lakewood has long shouldered an inequitable share of the state's responsibility to treat and care for the mentally ill. Transitioning to a community-based system presents an opportunity to not only provide more accessible services to those who need it most, but also for the communities of our state to share this responsibility supporting the state's community-based health system. To ensure this transition is successful, the State should establish policies that ensure equitable responsibility for those discharged from state institutions, including those with criminal backgrounds.

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The City requests the following changes be made to state law:

- 1) Institute fair share policies for discharge planning from state hospitals for individuals that have a history of one or more violent acts (extend SB 5163 policies, that only apply to the Special Commitment Center, to state hospitals)
- 2) Disclose publicly accessible and relevant criminal history for certain persons during the discharge planning process
- 3) Be required to provide a report on the availability of less restrictive alternative services in regional service areas
- 4) Procure additional services (e.g. housing, mental healthcare, etc.) within a regional service area if existing services are not adequate
- 5) Implement Department of Health credential waivers for treatment providers working in underserved counties

### **Protecting Residents of Adult Family Homes**

Adult Family Homes (AFHs) serve adults with functional limitations who need personal and special care. The City requests legislation that protects these vulnerable members of our community by preventing Level 2 and 3 registered sex offenders, sexually violent predators and "felony flips" from residing in AFHs. The city suggests amending the definition of "resident" in RCW 70.128.010 to exclude individuals convicted of sexually violent crimes and crimes that require registration as a sex offender.

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### **State Hospital Reentry Program**

The City supports language that would expand the reentry community safety program. The current program is designed for individuals being released from a correctional facility. The city supports





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ADOPTED BY THE CITY COUNCIL ON OCTOBER 19, 2020  
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expanding the program to apply to patients who are civilly committed after prosecution for a violent offense or who are civilly committed based on criminal insanity.

### **Enhanced Services Facilities**

Enhanced Services Facilities (ESFs) serve adults with mental and chemical disorders or other impairments that requires supervision and daily care. The City supports legislation that would prohibit Adult Family Home businesses (AFHs) from converting to ESFs, as well as legislation that would prohibit the locating of ESFs in residential neighborhoods.

### **Acute and Long-Term Care Facilities**

The City supports the implementation of the Trueblood Settlement Agreement and state funding for the construction and ongoing operation of acute and long-term care facilities equitably dispersed in communities throughout the state. The City requests clarification on the six-year capital facilities plan for Western State Hospital (WSH), and facility programming, namely, user needs, use of space, and project phasing and scheduling.

### **Civil Asset Forfeiture**

Civil asset forfeiture allows law enforcement agencies to take possession of property when the property itself is illegal, was used to facilitate a crime, is proceeds from a crime, or was purchased with proceeds traceable to criminal activity. The City views civil asset forfeiture as a valuable tool, and will closely monitor legislation and oppose provisions that add restrictions on law enforcement's use of civil asset forfeiture.

### **Consolidate Traffic-Based Financial Obligations**

The City supports legislative proposals that would authorize the Administrative Office of the Courts to establish a unified payment plan system for the consolidation of multiple traffic-based financial obligations allowing defendants to bring multiple outstanding obligations into the new payment plan for ongoing servicing with a single point of contact and reducing the volume of driver's license suspension for failure to respond or pay, fewer DWLS-3 prosecutions, and improve collection rates.

### **Phlebotomist Credentials**

The City supports the elimination of forensic phlebotomist credential requirements from state statute leaving phlebotomist training requirements to be determined by the Department of Health.



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## GENERAL GOVERNMENT

### **Public Records & Open Meetings**

The City respects the right of the public to have access to legitimate public records and documents. The City believes its ability to recover the costs of searching for, gathering and reviewing requested documents is also in the public's interest. The City supports reasonable reforms to the Public Records Act. The City opposes requiring the recording of executive sessions or other restrictions on legitimate uses of executive sessions.



# CITY OF LAKEWOOD

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### MILITARY AFFAIRS

#### **South Sound Military & Communities Partnership (SSMCP) & Joint Base Lewis-McChord**

The City of Lakewood is a strong partner with Joint Base Lewis-McChord (JBLM) and a founding member of the South Sound Military & Communities Partnership (SSMCP), a nationally recognized organization that gives unique voice to a range of issues affecting Pierce and Thurston Counties and their cities as well as JBLM, the largest military installation in Washington State. JBLM is a regional employment hub and a major statewide economic driver. The City supports the ongoing efforts of SSMCP and supports policy and financial decisions that assist JBLM's operational readiness and sustainability.

The City also believes in strong policy and financial commitments from the State in support of statewide military affairs while preserving local governments' and regional coordinating organizations' flexibility and authority to maintain communications and relationships with area installations. Lakewood supports establishing a Military Advisory Council to advise the Governor and Legislature; providing financial support of regional military-community partnerships such as Forward Fairchild, Puget Sound Naval Bases Association and SSMCP; and strengthening financial, legislative and political support for military presence in Washington in anticipation of future force restructuring or defense contract reductions due to sequestration, Department of Defense budget reductions, and/or base realignment and closure (BRAC) rounds.

Lakewood supports SSMCP's 2022 Legislative Priorities which are:

#### **1) I-5 Mounts Road to Tumwater & Nisqually River Delta**

I-5 is the lifeline of commerce, transportation, and Joint Base Lewis-McChord's (JBLM) mission readiness in the Puget Sound Region. However, the current design of I-5 restricts critical ecological functions impacting salmon survival, is at a high risk of being overtopped by a major flooding event and has limited capacity to handle the growing South Sound economy and population - a key component to national security since 30% of the JBLM workforce live south of the Nisqually River. In developing a transportation revenue package, SSMCP requests the Legislature prioritize funding to advance work along I-5 through the Nisqually River Delta and invest in roundabouts along State Route 507, the only viable alternative to I-5.

#### **2) Defense Community Compatibility Account (DCCA)**

The 2019 Legislature established the DCCA - a grant program to help civilian communities adjacent to military installations address compatibility challenges. SSMCP requests the Legislature amend the DCCA statute to improve the program's success (such as aligning the report date to sync with the biennial budget cycle, clarifying that tribes are eligible grant recipients, etc.). These changes will improve the likelihood that the DCCA grant program will be funded through the biennial capital budget on a recurring basis. This grant



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program is critical for the long term strategy to resolve encroachment in the McChord Airfield North Clear Zone and to support Washington's military installations around the state.

### 3) Occupational Licensing Improvements

Despite having the required education, training, and a valid license in another state, obtaining the appropriate occupational license can create significant barriers to military spouse employment and undue hardship on military families after relocating to Washington. SSMCP urges the Legislature to improve the state's occupational licensing processes for military spouses. These improvements will support military families through improved employment opportunities and transition experience. Furthermore, the timely licensure of military spouses can help address the provider shortage we face in Washington for high demand services, such as mental health counseling, in both the military and civilian communities.

### American Lake Veterans Golf Course Tax Exemption

The American Lake Veterans Golf Course (ALVGC) has always been a United States Department of Veterans Affairs (VA) golf course. In 2017, the VA decided to have the golf course run by Friends of American Lake Veterans Golf Course (Friends), a nonprofit, and it is unclear whether Friends will have to pay sales tax and business and occupation tax. The City supports legislation that clarifies that the ALVGC is not subject to sales tax or business and occupation tax.



## Transportation Funding Request

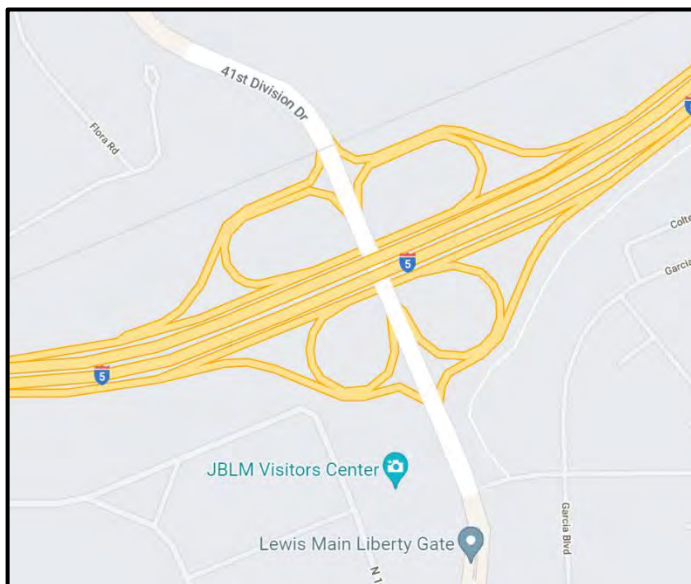
# Main Gate Interchange

As part of the current I-5 JBLM Corridor Improvements, WSDOT identified the Main Gate Interchange reconfiguration as a necessary future improvement. This Interchange serves as the primary access to Lewis Main on the east side of I-5 and to Lewis North on the west side. Currently, the proximity of the at grade rail crossing to the Lewis North gate is a safety concern and creates backups on I-5 during peak periods. Reconstructing this interchange is key to addressing congestion on I-5 and improving the quality of life for Lakewood residents and business owners.

**Request:** As the Legislature considers a transportation revenue package, the City of Lakewood requests \$225 million be allocated to reconfigure the Main Gate Interchange (Exit 120) to improve mobility, increase safety and improve base operations.

**Background:** In the planning stages of the current I-5 JBLM Corridor Improvements, WSDOT identified four interchanges that needed to be reconfigured. Three of the four interchanges were funded in the Connecting Washington package: Steilacoom-DuPont Road, Berkley Street and Thorne Lane. The fourth interchange, Main Gate/41<sup>st</sup> Division, was set aside for future funding.

**Benefits:** Reconfiguration of the Main Gate Interchange will improve mobility along the I-5 corridor by reducing the queuing that occurs in the southbound direction during peak periods. Additionally, many Clover Park School District buses use this at grade crossing to access the installation. Grade separation will eliminate the conflict between vehicles and trains which will be increasingly important when the Amtrak Cascades rail line resumes service along this route. This will be similar to the grade separation that has occurred, or will occur, at the other three interchanges along the corridor. Finally, the reconfiguration will improve base operations by connecting Lewis Main and Lewis North, allowing service members to access both sides of the base without going through a second gate.



Current Configuration at Exit 120



An alternative configuration at Exit 120

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## Policy Request

# Geographic Equity in Discharge from State Facilities

The City appreciates the State's recent efforts to move toward a more community-based mental health system. As the home to Western State Hospital, the City of Lakewood has long shouldered an inequitable share of the state's responsibility to treat and care for the mentally ill. Transitioning to a community-based system presents an opportunity to not only provide more accessible services to those who need it most, but also for the communities of our state to share this responsibility supporting the state's community-based health system. To ensure this transition is successful, the State should establish policies that ensure equitable responsibility for those discharged from state institutions, including those with criminal backgrounds.

### What is the problem?

Individuals are discharged from state facilities into less restrictive alternatives (LRAs) in Lakewood at an inequitable rate compared to other communities throughout the state, despite the individual's county of origin. Additionally, individuals are placed in LRAs that do not have the appropriate services to meet the individuals needs and/or protect public safety.

### Recent Examples:

- Accused murderer found not competent to stand trial but conditional release planned from Western State Hospital into the Lakewood community.
- A sexually violent predator, also classified as Level 3 sex offender, committed in Thurston County was released from the Special Commitment Center to an adult family home in Lakewood on the basis that adequate housing was not available in his county of commitment. He received treatment in King County.
- A sexually violent predator, also classified as Level 3 sex offender, committed in Spokane County was released from the Secure Community Transition Facility in Pierce County on the basis that return to his county of commitment would be inappropriate. He received treatment in Thurston County.
- A sexually violent predator committed in Mason County was released from the Special Commitment Center to an adult family home in Lakewood.
- A man released from Western State Hospital to an adult family home in Lakewood was accused of assaulting a fellow resident, leading to his death.
- Level 3 sex offender who committed crimes in Okanogan and Spokane counties, determined likely to reoffend was planned to be released from Eastern State Hospital to an adult family home in Lakewood.

### Some Solutions:

- Institute fair share policies for discharge planning from state hospitals for individuals that have a history of one or more violent acts (extend SB 5163 policies, that only apply to the Special Commitment Center, to state hospitals)
- Disclose publicly accessible and relevant criminal history for certain persons during the discharge planning process
- Be required to provide a report on the availability of less restrictive alternative services in regional service areas
- Procure additional services (e.g. housing, mental healthcare, etc.) within a regional service area if existing services are not adequate
- Implement Department of Health credential waivers for treatment providers working in underserved counties

#### Contact Information:

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# Transportation Funding Request Multimodal Transportation Study

**Request:** The City requests the Legislature allocate \$250,000 for a multimodal transportation assessment to consider practical solutions to increase multimodal connectivity along the I-5 corridor between DuPont and Lakewood.

The City aims to provide more equitable transportation access to historically underserved communities and national security personnel, as well as to increase the overall interconnectivity of the south Puget Sound to robust multi-modal transportation networks.



The study will include options that take advantage of already funded grade separated crossings and increase connectivity between Sound Transit and Amtrak using existing or planned infrastructure. This will support the movement of people through the growing South Sound corridor - including Lakewood, DuPont, Joint Base Lewis McChord, and areas of unincorporated Pierce County, including Parkland and Spanaway. This request is supported by Sound Transit, JBLM, Pierce Transit, Lakewood Water District, West Pierce Fire & Rescue and the Clover Park School District.



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**CITY OF LAKEWOOD**  
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**CITY OF LAKEWOOD**

**PIERCE COUNTY**

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### INDIGENOUS PEOPLE AND LANDS ACKNOWLEDGEMENT

Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history which led to this moment. The City would like to recognize that we are on the lands of the Nisqually People, and acknowledge the history of dispossession that allowed for the growth of our community. We offer respect to the Nisqually People and their Elders, past, present, and emerging. We recognize our responsibility to value all people, and are committed to equitably serving all people in our diverse community.

### A STATEMENT ON EQUITY BY THE LAKEWOOD CITY COUNCIL

The Lakewood City Council acknowledges that equity is essential to a healthy community. We are committed to identifying and eliminating systemic racism. We intend to lead by example in the advancement of equity and the deliberate practice of inclusion.

The City Council commits to the following practices:

- Instilling equity as a priority of policy and the delivery of services.
- Enacting initiatives that support and celebrate the diversity of the community.
- Ensuring equity in municipal planning.
- Identifying and dismantling preconceived prejudices.
- Increasing sensitivity to social norms and cultural expectations.
- Pursuing justice and equity for all residents.

We recognize the critical role that city leaders have in removing barriers to opportunity. We recognize that systemic inequality has endured, but commit that it shall not persist. The City Council will not tolerate *intolerance*. It is unconscionable that some members of our community fall victim to acts of hate. Acts of hate based upon race, creed, ancestry, disability, sex, sexual orientation, gender identity and/or socioeconomic status are unwelcome in Lakewood, Washington. The Lakewood Police Department shall be vigilant in its investigation and prosecution of crimes of hate. These intentional practices will inform our decision-making on policing, zoning, capital investment and all other matters of the City Council. Our objective is to create a more diverse, equitable and inclusive Lakewood community for all residents and we invite all Lakewood organizations and residents to join us in this effort.





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## City Council Goals Legend

The policy goals in the County Policy Manual align with the City Council Goals 2021-2024. Each policy name is a different color to reflect the corresponding City Council Goal.

<b>Economic Development</b>	<b>Dependable Infrastructure</b>	<b>Public Safety</b>
<b>Fiscal Responsibility</b>	<b>Transparency</b>	<b>Robust &amp; Active Community</b>



## CITY OF LAKEWOOD PIERCE COUNTY POLICY MANUAL

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### COMMUNITY & ECONOMIC DEVELOPMENT

#### **Regional Planning**

The City supports the continued partnership between Pierce County and other municipalities within the county concerning regional planning and transportation issues. Lakewood is a proud member jurisdiction of the Pierce County Regional Council (PCRC), which was created to ensure local planning between Pierce County municipalities is accomplished in a coordinated, efficient, and consistent manner. The primary responsibility of the PCRC is to ensure that the Growth Management Act requirements are coordinated within the region.

#### **Regional Planning – Puget Sound Regional Council**

The City supports a more equitable sharing of federal transportation dollars by the governing Regional Transportation Planning Organization (RTPO) and Metropolitan Planning Organization (MPO) - the Puget Sound Regional Council (PSRC).

The City also supports the limitation of PSRC's authority and scope to that identified in Chapter RCW 47.80 and 23 USC § 134. In its Interlocal Agreement, the mission of PSRC is identified,

-“to preserve and enhance the quality of life in the central Puget Sound area. In so doing, it shall prepare, adopt, and maintain goals, policy, and standards for regional transportation and regional growth management in the central Puget Sound area, in accordance with federal and state law and based on local comprehensive plans of jurisdictions within the region.” (emphasis added.)

However, PSRC's continually expanding reach now includes: the establishment of Multi-County Planning Policies; a Regional Growth Strategy (RGS) and Growth Shares; and implementation activities including VISION 2050 adoption and interpretation. The City opposes any incursion by PSRC into local land use, housing issues and equity issues.

#### **Regional Planning – Metropolitan Planning Organization**

The City would support, and take the lead on, forming a Pierce County Metropolitan Planning Organization (MPO) and Regional Transportation Planning Organization (RTPO) as alternatives to the Puget Sound Regional Council (PSRC).

#### **Tax Increment Financing**

~~The City joins Association of Washington Cities (AWC) in supporting efforts to create a tax increment financing option for cities.~~



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### Annexations

Annexations should encourage the logical development and expansion of the City to provide for a healthy and growing local economy and efficient provision of urban services.

#### Arrowhead/Partridge Glenn

Annexation of this “urban island” has been attempted three times; twice by the Town of Steilacoom in 1995 and 1996, and once by Lakewood in 1997. All three annexation attempts failed at the ballot by an increasingly larger margin. The Town of Steilacoom, West Pierce Fire and Rescue, and Pierce County are not opposed to Lakewood annexing this area. The City would support and take the lead on, the annexation of this area *if, and only if Pierce County* addresses this area’s aging infrastructure prior to annexation.

#### Camp Murray

The City and Camp Murray leadership ~~are actively evaluating~~ evaluated this potential annexation after jointly completing the Camp Murray Annexation Analysis Report in 2020. Currently, Camp Murray leadership is not supportive of annexation after the report found annexation would not be revenue neutral and would result in increased costs for Camp Murray. Recent discussions between the City and Camp Murray focus on future boat launch improvements in the next few years.

#### Joint Base Lewis McChord

Lakewood’s Urban Growth Area (UGA) includes the urban area of Joint Base Lewis-McChord (JBLM). Over the past two decades JBLM has significantly developed this area. The City would consider annexing this area in the future, contingent on County approval, to include revising the existing agreement between the City and the County. The City would consider an incremental approach to annexing this area that would start with the annexation of American Lake Veteran’s Administration Medical Center and American Lake Veterans Golf Course.

#### Lakewood Population Allocations

Pierce County and the cities of Pierce County are ~~is~~ currently reviewing countywide population allocations which are ultimately adopted by the Pierce County Council. Per PSRC population allocations, the Pierce County core cities of Lakewood, Puyallup, University Place, and Auburn are expected to absorb a large share of the MPO’s population growth (23%), see Vision 2050. However, unique situations and existing spatial constraints can affect the ability of individual jurisdictions to meet these targets. In Lakewood, the population and employment base ~~are~~ is directly tied to, and subject to unpredictable change because of, the level of ~~soldiers-service members~~ and contractors stationed or working at Joint Base Lewis-McChord (JBLM). In addition, there are several existing spatial and environmental constraints in Lakewood, including: JBLM’s Air Corridor zones that prohibit urban residential development, several lakes and associated lands that can only be developed at lower densities, large tracts of public lands (including parks, Western State Hospital properties and the South Puget Sound Urban Wildlife Area), pre-incorporation and pre-GMA existing developments, and inadequate infrastructure. Lakewood’s forthcoming-pending 2044 and future population allocations need to reflect these constraints. Lakewood is seeking



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support from Pierce County for the following: Policy direction must be developed for inclusion in the GMA, Multicounty Planning Policies, Countywide Planning Policies, individual Comprehensive Plans, and other appropriate documents that provide individual jurisdictions the ability to meet and/or adjust population and employment targets based on situations or issues outside the ability to govern.

### Libraries

The City is committed to continuing its partnership with the Pierce County Library System. The City and Pierce County Library System are currently working on bringing two new public libraries to Lakewood.

## COMMUNITY HEALTH & RESILIENCE

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### **Behavioral Health & Chemical Dependency Tools**

~~The City recognizes the important need for new or expanded behavioral health and chemical dependency tools in Pierce County. The City finds that the most advantageous way to leverage these types of tools is at a regional level as it allows for more comprehensive planning and better coordination for multidimensional and multijurisdictional issues. The City supports a regional funding approach for new or expanded behavioral health and chemical dependency treatment services consistent with identifiable needs.~~

### **American Rescue Plan Act Funds**

~~The federal American Rescue Plan Act (ARPA) allocated \$175,781,756 to Pierce County in 2021. As the County allocates these funds, the City of requests the County continue to support programs and expenditures that benefit Lakewood residents and businesses, including but not limited to:~~

- ~~• Residential and Commercial rent, mortgage and utility assistance~~
- ~~• Residential and Commercial Landlord assistance~~
- ~~• Resident and Business Navigator Services~~
- ~~• Infrastructure funding (e.g., completing sewer system in Lakewood)~~
- ~~• BIPOC Business Assistance, including continuing the BIPOC Business Accelerator Program~~
- ~~• Capital support for housing preservation and construction for residents at or below 80% of AMI~~

### **Flood Control Zone District**

The City encourages the County to move the FCZD to a tiered rate based on risk of flooding. The City supports using flood control funds to mitigate existing risks rather than subsidize new development within the flood zone. The City is also concerned with the potential for the governing board to impose the maximum rate allowable.



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### PUBLIC SAFETY

#### **Transfer of E911 Tax from Pierce County DEM to South Sound 911**

With the formation of South Sound 911 (SS911) in 2012, Pierce County now has a single emergency service call and dispatch center. All Lakewood citizens with phones (including cellular) pay the county E911 tax of \$0.70 per phone line per month of which SS911 receives \$0.20. The remaining \$0.50 continues to be allocated to Pierce County Department of Emergency Management (DEM). The City supports allocating more of the E911 tax to SS911 to offset operational dispatch costs.

#### **Release of Offenders to County of Origin Geographic Equity in Discharge from State Facilities**

The City requests that the County advocate at the state level for

The City appreciates the passage of Senate Bill 5163 which expanded “fair share” and “county of origin” policies to offenders released from the Special Commitment Center. This was a first step in creating more equity among Washington communities who share the responsibility to receive individuals released from state facilities. The City requests that the County advocate at the state level for further action that expands this policy to discharges from Eastern and Western State Hospitals for individuals that have a history of one or more violent acts. The City requests the County support additional changes so DSHS will have to:

- 1) Disclose publicly accessible and relevant criminal history for certain persons during the discharge planning process.
- 2) Consider counties that neighbor the individual’s county of commitment when developing discharge plans;
- 3) Be required to provide a report on the availability of less restrictive alternative services available in regional service areas; and
- 4) To procure adequate services within a regional service area if services are not adequate.

~~legislation that addresses “fair share” and expands the “county of origin” policy of that sends offenders back to their county of origin upon release, including sex offenders released from the state’s only Special Commitment Center located on McNeil Island, and civil commitment patients released from Western State Hospital. The City requests that this legislation include sufficient enforcement mechanisms to ensure that “fair share” and “county of origin” are properly applied to released offenders and civil commitment patients.~~

The City will continue to monitor the Western State Hospital Task Force’s evaluation of Pierce County resources.

#### **Protecting Residents of Adult Family Home Businesses**

The City requests that the County advocate for legislation at the state level to address growing community and public safety concerns related to Adult Family Home businesses (AFHs). AFHs serve adults with functional limitations who need personal and special care. The City supports



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legislation that protects these vulnerable members of our community by preventing Level 2 and 3 registered sex offenders, sexually violent predators and “felony flips” from residing in Adult Family homes. The city suggests amending the definition of “resident” in RCW 70.128.010 to exclude individuals convicted of sexually violent crimes and crimes that require registration as a sex offender. The City of Lakewood has become aware of public safety concerns within AFHs.

The City supports legislation comparable to the following bills introduced in the previous session (2019-20) by 28<sup>th</sup> district legislators to respond to the concerns from the Lakewood community, including:

- ~~House Bill 1825—2019-20~~, required civilly committed sexually violent predators (SVPs) petitioning for conditional release to a less restrictive alternative (LRA) to document efforts to find placement in the county of commitment. The intent of the bill was to do the following: 1) require the Department of Social and Health Services (DSHS) to review proposed conditional release LRA placement plans and report to the court with potential alternative placements in certain circumstances; 2) impose school proximity restrictions on residential placements for certain SVPs on LRA orders; 3) modify the criteria that courts must consider in deciding conditional release petitions for SVPs; 4) require community notification of any change of address of a conditionally released SVP; 5) provide that secure community transition facilities may be sited in any county in the state; and 6) implements Department of Health credential waivers for sex offender treatment providers working in under-served counties.
- ~~House Bill 1826—2019-20~~, required the DSHS to disclose publicly accessible and relevant criminal history for certain persons during the discharge planning process. The bill would have also imposed a civil penalty of \$5,000 for the misuse and unauthorized disclosure of protected health information by an entity authorized to receive the information.
- ~~Senate Bill 5038—2019-20~~, required limits on who could be placed in an adult family home. Individuals committed under the involuntary treatment act where the court has made an affirmative special finding are prohibited from being placed in an AFH. The bill also prohibited a person committed as a sexually violent predator from being placed in an adult family home and established enhanced services facilities as the appropriate long-term care option for sexually violent predators.

### State Hospital Reentry Program

The City supports language that would expand the reentry community safety program. The current program is designed for individuals being released from a correctional facility. The city supports expanding the program to apply to patients who are civilly committed after prosecution for a violent offense or who are civilly committed based on criminal insanity.

### Enhanced Services Facilities

Enhanced Service Facilities (ESFs) serve adults with mental and chemical disorders or other impairments that require supervision and daily care. The City requests that the County advocate





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for legislation that would prohibit Adult Family Home businesses (AFHs) from converting to ESFs, as well as legislation that would prohibit the citing of ESFs in residential neighborhoods.

### **Video Arraignment**

Currently, the County does not provide consistent video arraignment at the Pierce County Jail. Video arraignments allow the City to safely and effectively provide public defense services to jail populations that continue to be impacted by COVID-19. The City requests that the County find solutions to the issues impeding their ability to provide this service.

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### **Booking Restrictions**

The County has implemented booking restrictions at the Pierce County Jail in accordance with pandemic-related CDC and Washington State Department of Health guidelines. The new guidelines prioritize detention for individuals who pose an imminent threat to public safety, such as Felony arrests. However, detention has been discontinued for certain arrests, such as car theft and burglary. These crimes still impact the City's public safety. The City requests the County to implement solutions to continue pre-pandemic detention policies, such as acquiring additional staff and detention space to augment jail capacity.

### **Pierce County Prosecuting Attorney's Office**

The City relies on the Pierce County Prosecuting Attorney's Office for effective adjudication of significant offenders. There is currently a significant backlog of criminal cases that have not yet been filed, including Lakewood cases. The City would like to see consistent, transparent and timely felony charging and filing. In addition, it is our position that both the City and the Pierce County's Prosecuting Attorney's Office would greatly benefit from regular communication regarding the cases reviewed.

## **TRANSPORTATION & INFRASTRUCTURE**

### **Pierce County Transportation Coordinating Committee**

The City recommends that the Pierce County Regional Council (PCRC) increase the transparency of the Transportation Coordination Committee (TCC), particularly in regards to how TCC scores and determines funding recommendations. As part of this, TCC should make scoring criteria and project score cards available to all member jurisdictions at the end of the scoring process when presented to TCC by subcommittee. Furthermore, the City recommends that PCRC solicit feedback from member jurisdictions on TCC's existing project selection process.

### **Pierce County Sewer Utility**

The City urges Pierce County to proactively plan for and build sewer system expansions in passed over areas of the county's urban areas. These "infill" expansions would encourage efficient development and expansion of infrastructure systems. Historically, Pierce County has not proactively planned for, or built, sewer system expansions in its service area. Rather, private development has been required to extend sewer main systems, with the opportunity to seek at least partial reimbursement via latecomer agreements for oversizing lines to anticipate future

10



## CITY OF LAKEWOOD PIERCE COUNTY POLICY MANUAL

ADOPTED BY THE CITY COUNCIL ON NOVEMBER XX, 2021

development. This policy has led to older, urban sections of the county not having sewer access, and has encouraged leap-frog development, inconsistent with the Growth Management Act. The Pierce County Sewer Utility should change its capital facility planning policies and practices to “do business as a business,” meaning that it should be willing and able to construct sewer extensions into incorporated areas. Lakewood would readily participate in the pending update to the Unified Sewer Plan to assist with updating utility policies.

### Multimodal Transportation Study

The City urges Pierce County to support a request that the Legislature allocate \$250,000 for a multimodal transportation assessment to consider practical solutions to increase multimodal connectivity along the I-5 corridor between DuPont and Lakewood. The study will include options that take advantage of already funded grade separated crossings and increase connectivity between Sound Transit and Amtrak using existing or planned infrastructure. This will support the movement of people through the growing South Sound corridor - including Lakewood, DuPont, Joint Base Lewis McChord, and areas of unincorporated Pierce County, including Parkland and Spanaway. This is supported by Sound Transit, JBLM, Pierce Transit, Lakewood Water District, West Pierce Fire & Rescue and the Clover Park School District.

### Future Commercial Airfields - JBLM

The City urges Pierce County to oppose the use of Joint Base Lewis-McChord (JBLM) as a commercial air field. The Commercial Aviation Coordinating Commission (CACC), a group created by the state legislature that is tasked with recommending a new primary commercial aviation facility in Washington by February 15, 2023. The CACC initially identified JBLM as a potential location but has limited the options to six sites that now exclude JBLM. The City opposes the use of JBLM as a commercial air field because of ~~elected to keep JBLM on its list of potential sites even with~~ strong opposition from the congressional delegation, significant concerns raised by the military, identification of the site as having high congestion issues, no transit service, and rated “unlikely” by WSDOT and “unable to accommodate commercial air service” by PSRC.



## CITY OF LAKEWOOD PIERCE COUNTY POLICY MANUAL

ADOPTED BY THE CITY COUNCIL ON NOVEMBER XX, 2021

### MILITARY AFFAIRS

#### **North Clear Zone**

The City requests Pierce County's continued partnership in vacating the Joint Base Lewis McChord (JBLM) North Clear Zone (NCZ), the federally-designated, 3,000-by-3,000-foot safety corridor adjacent to the end of the runway with the highest statistical possibility of aircraft accidents. The NCZ lies partly within the City of Lakewood, and currently includes multiple commercial and industrial businesses that are incompatible with JBLM operations and violate its Air Installation Compatibility Use Zones (AICUZ) safety standards. Lakewood and Pierce County have signed an agreement signifying a commitment to execute a long-range plan that will restore this area to an uninhabited state. The City asks that this agreement continue to be a priority for the County in its local actions and state-level advocacy efforts.

### GENERAL GOVERNMENT

#### **Innovative Service Solutions**

The City supports innovative service solutions and technological advancements that would provide mutual benefits for Pierce County and Lakewood. To improve the delivery of municipal services, the City supports contracting with the County for selective services and advocates for technological advancements in the County's video arraignment and continued development of the online building/permit platforms. The City is eager to see the results and advancement of recent innovative service collaborations with Pierce County including PALS+ and traffic signal contracting.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>  November 1, 2021	<b>TITLE:</b> Conservation Futures grant acceptance and property acquisition.  <b>ATTACHMENTS:</b> - Property Appraisal - Acquisition Area Map - Pierce County Conservations Futures Agreement to Fund - Pierce County Conservation Futures Stewardship Agreement and Declaration of Restrictive Covenants.	<b>TYPE OF ACTION:</b>  — ORDINANCE NO.  — RESOLUTION <u>X</u> MOTION 2021-74  — OTHER
<b>REVIEW:</b>  October 25, 2021		

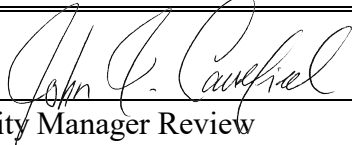
**SUBMITTED BY:** Mary Dodsworth, Parks, Recreation and Community Services Director

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to execute the necessary agreements to acquire 10.47 acres of land near Wards Lake Park.

**DISCUSSION:** Wards Lake Park is located in the Northeast neighborhood area of Lakewood. Since incorporation, the City has utilized a variety of funding sources to purchase parcels of contiguous land, remove structures, clean up the site and plan for and develop portions of the area now known as Wards Lake Park. The City applied in 2019 for a Conservation Futures grant to acquire approximately 10 acres of land adjacent to the park. This property, when purchased will include portions of several parcels located in the commercial area known as the Lakewood Cinema Plaza (located at 2410 84th Street S, Lakewood, WA 98499). This purchase was a bit more complicated due several parcels needing to be

**ALTERNATIVE(S):** Council could choose to not accept the grant and pay the entire amount of the property purchase (\$55,000) or Council could choose to not accept the grant and not purchase the property which would not increase the size of the park by 10.47 acres. However the preliminary work valued at \$39,000 has already been completed and paid for by the City. Pre-purchase work included survey, appraisal and mapping to support future boundary line adjustment.

**FISCAL IMPACT:** \$27,000 for the City’s portion of the property purchase. An appraisal and an appraisal review were completed and the property is valued at \$55,000. Pierce County will pay for the appraisal review, title report and will pay 50% of the purchase price and closing fees out of the Conservations Futures Fund. Funds for this purchase are in the City’s 2021 approved Parks CIP budget.

Mary Dodsworth Prepared by   Department Director	 _____ City Manager Review
--	--

**DISCUSSION** (CONTINUED): divided along with creating new parcel numbers, legal descriptions and establishing fair market value. The City has an appraisal, appraisal review, signed purchase and sales agreement and title report. By purchasing the property with conservation futures funds and signing the Pierce County Conservations Futures Agreement to Fund and the Stewardship Agreement and Declaration of Restrictive Covenants, the City will be required to protect and provide public access to the site in perpetuity.

During the Council study session questions regarding the following were asked:

- Why is Wards Lake called Wards Lake? Wards Lake was previously known as Owens Marsh (1945) and before that Mortons Marsh. We haven't been able to identify the origin of the current or previous names (possibly family names of property owners). We are still researching and will update when new information is found.
- Is this site part of the city's discharge permit? Wards Lake was a pre-existing pond/lake/wetland and is not part of our regulatory municipal separate storm sewer systems (MS4 Permit). The original lake was small with a much larger wetland complex attached to it that extended through where I-5 now exists. This site is part of Tacoma's overall storm water system of regional control facilities and maintains the outlet where water flows through this site to a larger gravel pit retention site outside the City. Typically regional storm water control facilities are not a part of the regulatory MS4 system. We do not claim it as part of our MS4 system.
- Do we have additional water quality concerns or liability associated with purchasing this property? No, each entity (private property, WSDOT) is responsible for the storm water quality discharge that flows from their property to or through this site. No new impacts or liability to the City.
- The City will include any zoning changes associated with this purchase in the 2023 Comprehensive Plan amendments. We will change our local GIS maps to show ownership changes once the transaction is complete.



**APPRAISAL REPORT**  
LAKEWOOD PARKS, RECREATION AND COMMUNITY SERVICES  
Wards Lake Park Expansion Project  
Date of Value: April 15, 2021



**PREPARED FOR**  
Mary Dodsworth, Director  
Lakewood Parks, Recreation and Community Services  
6000 Main Street SW, Lakewood, WA 98499

**PREPARED BY**  
Christina A. Fagernes  
Appraisal Solutions Northwest, Inc.  
11613 Langworthy Road SW, Rochester, WA 98579



APPRAISAL  
SOLUTIONS  
NORTHWEST

April 30, 2021

Mary Dodsworth, Director  
Lakewood Parks, Recreation and Community Services  
6000 Main Street SW  
Lakewood, WA 98499

Re: Wards Lake Park Expansion Project, Lakewood Cinema Plaza Appraisal Report  
Date of Value: April 15, 2021

Dear Mary:

At your request, I have made an inspection and prepared an appraisal of the above referenced property. This appraisal is presented in a summary narrative format and complies with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) formulated by the Appraisal Foundation for an appraisal report. This appraisal report has been prepared in compliance with USPAP and the City's regulations, policies and procedures.

Based upon my investigation and analysis of available information, the market value of the subject in fee simple title as of April 15, 2021 was Fifty-Five Thousand Dollars (\$55,000).

The reader's attention is further directed to the Underlying Assumptions and Limiting Conditions, which are included in the accompanying appraisal report.

Respectfully submitted,

Appraisal Solutions Northwest, Inc.

Christina A. Fagernes, *Owner/Appraiser*  
WA General Appraisal Certification #1101869

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<b>SALIENT FACTS &amp; VALUE CONCLUSIONS</b>
--

Acquiring Agency:	Lakewood Parks, Recreation and Community Services
Client:	Cascade Right-of-Way and Lakewood Parks, Recreation and Community Services
Project Parcel No:	n/a
Federal Aid No:	n/a
Project Name:	Wards Lake Park Expansion
Map Sheet:	n/a
Map Date:	n/a
Last Map Revision Date:	n/a
Type of Appraisal:	Appraisal Report
Owners of Record:	Lakewood Cinema Plaza, LLC
Location:	2402 to 2510 S 84 <sup>th</sup> Street, Lakewood, WA
Tax Parcel Number:	PTN 0320311060; PTN 0320311051; PTN 0320315018
Date of Appraisal (Date of Value):	April 15, 2021
Date of Appraisal Report:	April 30, 2021
Zoning:	Open Space Recreation (OSR1) and Commercial (C2)
Improvements:	None
Highest and Best Use:	Passive Recreation/Open Space
Land Area Before Acquisition:	10.47 ± acres
Land Area to be Acquired:	10.47 ± acres
Land Area After Acquisition:	0 ± acres

**SUMMARY OF VALUE CONCLUSIONS**

Land To Be Acquired	\$55,000
Damages (None)	\$0
Site Improvements To Be Acquired (None)	\$0
<b>TOTAL VALUE OF ACQUISITION:</b>	<b>\$55,000</b>

**CERTIFICATE OF APPRAISER**

**I certify that, to the best of my knowledge and belief:**

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- My engagement in this assignment was not contingent upon developing or reporting predetermined results;
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, Chapter 4 of the WSDOT Right of Way Manual (M26-01), and the Code of Professional Ethics of the Appraisal Institute;
- I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales in the Addendum or project data book;
- No one provided significant real property appraisal assistance to the person signing this certification;
- I have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany me on the inspection of the property;
- I have disregarded any increase in market value caused by the proposed public improvement or its likelihood prior to the date of valuation. I have disregarded any decrease in market value caused by the proposed public improvement or its likelihood prior to the date of value, except physical deterioration within the reasonable control of owner;
- This report has been made in conformity with the appropriate State laws and requirements, and complies with the report contract between the agency and the appraiser;
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easements as described in the title report in the addenda;
- The opinion of value expressed below is the result of and is subject to the data and conditions described in detail in this report.

I last made a personal inspection of the property that is the subject of this report on April 15, 2021.

The Date of Value for the property that is the subject of this appraisal is April 15, 2021 per the FAIR MARKET VALUE definition herein, the value estimate for the property that is the subject of this report is on a cash basis and is:

Land To Be Acquired	\$55,000
Damages (None)	\$0
Site Improvements To Be Acquired (None)	\$0
<b>TOTAL VALUE OF ACQUISITION:</b>	<b>\$55,000</b>

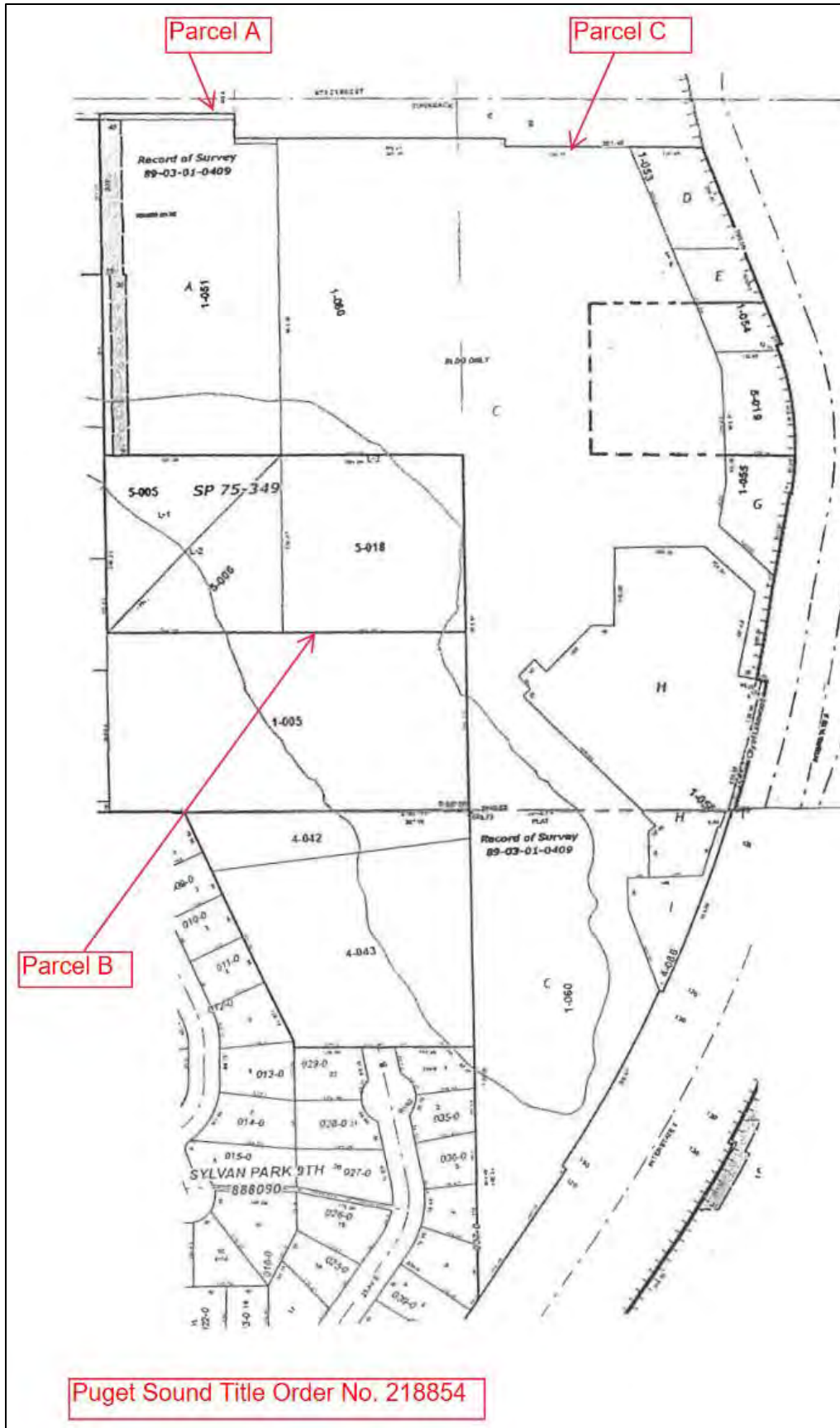
Signed:  Date Signed: 04/30/2021  
 Christina A. Fagernes, State of WA General Certification #1101869

## APPRAISAL ASSUMPTIONS AND LIMITING CONDITIONS

1. The property descriptions supplied to the appraiser are assumed to be correct.
2. No survey of the property has been made by the appraiser, and no responsibility is assumed in connection with such matters. Maps in this study are included only to assist the reader in visualizing the property. Property dimensions and sizes should be considered as approximate.
3. No responsibility is assumed for matters of a legal nature affecting title to the property, nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is assumed to be under responsible ownership and competent management.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering studies which may be required to discover them.
7. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The employer (client) is urged to retain an expert in this field, if desired.
8. Unless otherwise stated in this report, no environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
11. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
12. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefore.
13. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with properly written qualification and only in its entirety.
14. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and

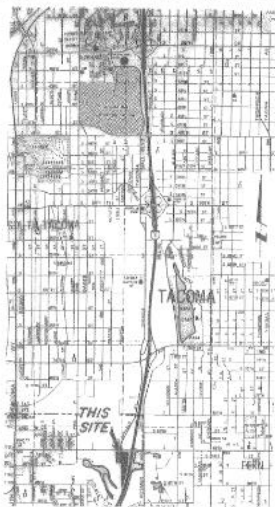
approval of the appraiser. Nor shall the appraiser, employer, firm, or professional organization of which the appraiser is a member be identified without written consent of the appraiser.

15. The liability of the appraiser, employees, and subcontractors is limited to the client only. The appraiser has no accountability, obligation or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiencies of the property.
16. It is assumed that the public project which is the object of this report will be constructed in the manner proposed and in the foreseeable future.
17. Acceptance and/or use of this report constitutes acceptance of the foregoing assumptions and limiting conditions.









**VICINITY MAP**

**APPROVAL: BINDING SITE PLAN SEGREGATION**

THE PIERCE COUNTY PLANNING DEPARTMENT HEREBY DETERMINES THAT THIS BINDING SITE PLAN CONFORMS TO SEC. 67.02.010(a) OF THE PIERCE COUNTY SUBDIVISION CODE AND IS HEREBY APPROVED IN ACCORDANCE WITH THE CONDITIONS OF APPROVAL OF CASE Z24-84

EXAMINED AND APPROVED THIS 26<sup>th</sup> DAY OF January, 1989.

H.S.  
 DIRECTOR, PLANNING AND NATURAL RESOURCES MANAGEMENT DEPARTMENT

**SURVEYOR'S CERTIFICATE**

THIS MAP REPRESENTS A SURVEY MADE BY OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF:

ZAREMBA MIDWEST, INC.  
W. H. H. H. H. H. 3/6/88  
 REGISTERED LAND SURVEYOR DATE

**AUDITOR'S CERTIFICATE** \$46-  
 AUDITOR'S FILE NUMBER 8903010409 FILED FOR  
 RECORD THIS 26 DAY OF March, 1989, IN VOLUME  
3:54 PM OF SURVEYS ON PAGE 5 BY THE REQUEST OF  
Brian Jonathan S. Kosche  
 COUNTY AUDITOR DEPUTY AUDITOR

**OWNER'S CERTIFICATES**

The use and development of the parcels contained in this Binding Site Plan map shall be done in accordance with the Master Site Plan on file with the Pierce County Building Division under Permit No. \_\_\_\_\_ and shall be binding upon the owners of the parcels until that approval is amended, revoked, or expires.

We, the owners of the properties shown hereon, do agree to this Binding Site Plan.

SITE A, B, C, D, E, G, & I:  
 OWNER: TACOMA II RETAIL LIMITED PARTNERSHIP, INC.  
 BY: Richard E. Garuse, Inc. Partner TITLE: UP  
 DATE: 6/27/88

SITE H:  
 OWNER: OWNER: LOUISE PARTNERS OF PENNSYLVANIA  
 BY: Richard E. Garuse, Inc. Partner TITLE: Partner  
 DATE: 6/27/88

SITE F:  
 OWNER: WILEY WIN VOYLESKOR, A MICHIGAN GENERAL PARTNERSHIP  
 BY: Wiley Win Voyleskor Title: General Partner  
 Date: July 19, 1988

Examined and approved with the following conditions:

Pierce County has no obligation for the maintenance or repair of the private roads or storm sewer system located in this Binding Site Plan. Each and every lot owner will be responsible for the maintenance of all roads and storm drainage system associated with the plan. They will also be collectively responsible for controlling all storm water runoff that will be created by the development of this plan.

J. C. H. 1-10-89  
 Director of Public Works Date

APPROVED: PIERCE COUNTY FIRE MARSHAL  
 BY: Wendell E. Kiel DATE: 1-26-89

APPROVED: PIERCE COUNTY UTILITIES DEPARTMENT  
 BY: Donald H. H. DATE: rel/88

APPROVED: PIERCE COUNTY ASSESSOR  
 BY: Wendell Brown DATE: 1-26-89  
N. H. H. H. H.

APPROVED: PIERCE COUNTY HEARING EXAMINER  
 BY: W. H. H. H. H. DATE: 1-31-89

**ACKNOWLEDGMENTS**

This is to certify that on this 27th day of JUNE, 1988, before me, the undersigned, a Notary Public personally appeared RICHARD E. GARUSE of TACOMA II RETAIL LIMITED PARTNERSHIP, INC. a corporation to me known to be the individual who executed the within dedication and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year first above written.

Richard E. Garuse  
 Notary Public in and for the State of WASHINGTON, residing at \_\_\_\_\_

**ACKNOWLEDGMENTS**

This is to certify that on this 19th day of June, 1988, before me, the undersigned, a Notary Public personally appeared WILEY WIN VOYLESKOR of WILEY WIN VOYLESKOR, A MICHIGAN GENERAL PARTNERSHIP, INC. a corporation to me known to be the individual who executed the within dedication and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year first above written.

Wiley Win Voyleskor  
 Notary Public in and for the State of PENNSYLVANIA, residing at \_\_\_\_\_

**ACKNOWLEDGMENTS**

This is to certify that on this 19th day of July, 1988, before me, the undersigned, a Notary Public personally appeared WILEY WIN VOYLESKOR, a Michigan general partnership to me known to be the individual who executed the within dedication and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year first above written.

Wiley Win Voyleskor  
 Notary Public in and for the State of ARIZONA, residing at Phoenix, Arizona

By Emulation Expires: 12/17/89

**NOTES**

- BOUNDARY INFORMATION FOR THE TOTAL SITE IS AS DESCRIBED BY REPORT OF THE FIRST AMERICAN TITLE COMPANY, ORDER #203740, DATED 3/27/86 AND AS SURVEYED BY GARDNER CONSULTING ENGINEERS INC. ON THEIR DRAWING TITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, S. 041N AND 1-S TACOMA, PIERCE COUNTY, WASHINGTON, DATED 6/25/86, PREPARED FOR ZAREMBA MIDWEST, INC. (NOT RECORDED)
- ALL LOT CORNERS FOR SITES E, G, & I WERE SURVEYED AND MARKED BY RE-BARS PER SURVEY BY WILSEY AND HAM, INC. (TO BE RECORDED); THIS DOCUMENT
- SITES D, E, G, & I ARE RESTRICTED TO A MAXIMUM BUILDING AREA OF 4,750 SQUARE FEET EACH, OR NOT MORE THAN 19,000 SQUARE FEET IN THE AGGREGATE FOR ALL FOUR LOTS. BUILDING LOCATIONS AND PARKING ARE SUBJECT TO APPROVAL BY THE PIERCE COUNTY PLANNING DIRECTOR.
- SITES C, D, E, G, & I SHALL HAVE MUTUAL INGRESS AND EGRESS EASEMENTS WITH EACH OTHER AND WITH PORTIONS OF THE WARDS LAKE PLAZA KNOWN AS SITE H, SITE F, SITE B, & SITE A ALL AS SHOWN HEREON, FOR THE ENTIRETY OF THEIR COMMON BOUNDARIES.
- THIS BINDING SITE PLAN IS SUBJECT TO THE CONDITIONS AND RESTRICTIONS OF THE APPROVED M-1 PDD CASE #224-84.
- WARD'S LAKE RETAIL CENTER IS OWNED AND DEVELOPED BY ZAREMBA MIDWEST, INC, 640 PEARSON ST., DES PLAINES, ILLINOIS, 60016.

**BINDING SITE PLAN**

**WARD'S LAKE RETAIL CENTER**

SEC. 31, T 20 N, R 3 E, WM

PIERCE COUNTY, WASHINGTON

AUGUST 3, 1987 SCALE 1"=100'

**CASE # Z24-84**

REV 3/8/88

0532 PAGE 1002

1989 1326 Avenue N.E.  
 P.O. Box C-92304  
 Bellevue, Washington 98009-7230

**WILSEY & HAM**  
 ENGINEERING AND PLANNING SERVICES  
 Public Improvements • Land Development • Transportation

Sheet 3 of 3

WARDS LAKE RETAIL CENTER BINDING SITE PLAN











## DEFINITIONS & PRELIMINARY DISCUSSION

### *TYPE OF REPORT*

This Appraisal Report, as defined by the Uniform Standards of Professional Appraisal Practice (USPAP), has been prepared in compliance with USPAP to meet the requirements of the Scope of Work described herein.

### *PROPERTY RIGHTS APPRAISED*

Unless specified otherwise in this report, the property rights appraised constitute the fee simple interest.

### *COMPETENCE OF APPRAISER*

The appraiser has both the knowledge and experience required to competently perform this appraisal.

### *PURPOSE OF THE APPRAISAL*

The purpose of this appraisal was to estimate the Fair Market Value a buyer would be justified in paying for the subject property, both prior to the proposed acquisition and project, and immediately after the proposed acquisition and project, and to allocate any value difference between the value of the property rights acquired and any damages to the remainder.

### *INTENDED USE OF THE APPRAISAL*

This appraisal report is intended for the sole and exclusive use of the client to evaluate the market value of the subject property for a proposed partial acquisition.

### *FAIR MARKET VALUE*

"Fair Market Value" is the amount in cash which a well-informed buyer, willing but not obliged to buy the property, would pay, and which a well-informed seller, willing but not obligated to sell it would accept, taking into consideration all uses to which the property is adapted and might in reason be applied. (Washington Pattern Instruction 150.08)

### *THE LARGER PARCEL*

In eminent domain appraisal problems, the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages. Also known as the "Parent Parcel". The subject's larger parcel will be described and analyzed in the Site Description herein.

### *CASH EQUIVALENT*

A price expressed in terms of cash (money) as distinguished from a price which is expressed all or partly in terms of the face amount of notes or other securities which cannot be sold at their face amount. Market data in this appraisal are compared to the subject on an all cash basis to satisfy the definition of Fair Market Value.

### *ABBREVIATED LEGAL DESCRIPTION*

Please refer to the title commitment contained in the addenda of this report.

### *DESCRIPTION OF PROPOSED PROJECT*

The City of Lakewood currently owns approximately 22 ± acres of land adjoining the subject to the west currently improved with Wards Lake Park. The park includes a fishing pier, playground, picnic shelter

(available for rent), trails and restrooms. The proposed project would acquire approximately 10.47 ± acres of the subject site for inclusion in the existing Wards Lake Park.

#### *DESCRIPTION OF APPRAISAL PROBLEM*

The Lakewood Cinema Plaza ownership consists of approximately 24.55 ± acres total and includes three separate tax parcels and two distinct zones of value: (1) approximately 14.08 ± acres of commercially zoned land improved with the Lakewood Cinema Plaza commercial retail development and associated paved parking and circulation areas; and (2) approximately 10.47 ± acres of wetland, all of which is physically segregated by chain link fencing from the commercial site and zoned Open Space and Recreation (OSR1). The appraisal assignment is to estimate the fair market value of the subject land for a proposed acquisition of the wetland area of the site by the client.

#### *CLIENT*

The term "Client" is defined in USPAP as "the party or parties (i.e., individual, group, or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent." The clients are Lakewood Parks, Recreation and Community Services and Cascade Right-of-Way Services, Inc.

#### *INTENDED USER*

The term "Intended User" is defined in USPAP as "the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment." The intended users are Lakewood Parks, Recreation and Community Services, Pierce County, and Cascade Right-of-Way Services, Inc.

#### *DELINEATION OF TITLE*

The subject has not sold in the past ten (10) years and does not appear to have any prior listing or "for sale" status according to the Northwest Multiple Listing Service and the Commercial Brokers Association.

#### *SCOPE OF APPRAISAL*

As part of this assignment, the appraiser gathered data from public and private sources. The appraiser reviewed aerial mapping available and performed an onsite physical inspection of the project area and the subject parcel as defined herein.

Once the project area and subject parcel were clearly defined, the appraiser made a number of independent investigations and analyses. In conducting the investigation, various governmental entities were contacted for demographic data, land policies and trends, and growth estimates. Neighborhood data was supplemented by physical inspection of the defined area. Information regarding zoning, utilities, and other limitation on site utilization was obtained. Both the site and the surrounding area were inspected to determine highest and best use. The market was analyzed for past trends and current data.

A diligent search for comparable data was conducted, and comparable information was obtained from both public and private sources. In searching for comparable sales data, the appraiser confined the search to open space, wetland and other low-intensity use sales which have occurred within Pierce County and surrounding market area from January 2015 up to the date of appraisal. Sales sources utilized included the Northwest Multiple Listing Service, Commercial Brokers Association and Pierce County Public Records. The table included within this appraisal report summarizes the comparable sales which were analyzed in estimating the fair market value of the subject parcel. Individual market data sheets for each sale together

with property sketches and photographs are included herein. Confirmation of each sale has been obtained from buyer, seller, broker, or other parties believed to be knowledgeable about the details of the transaction, whenever possible. When direct verification was not possible, public records or similar data sources were relied upon.

A more detailed scope of the investigation and analysis, as well as the geographical area and time span searched for market data, is further described in the valuation section of the body of this report.

The Cost Approach, Income Approach and Sales Comparison Approach are the three basic techniques or approaches to value when appraising real property. Of these, only the Sales Comparison Approach is applicable to solve the appraisal problem herein. There is ample market data available to support a value via the Sales Comparison Approach, and the Cost Approach and Income Approach will not be utilized or discussed herein.

A reconciliation of all data considered was then completed, resulting in the final estimate of value, as set forth herein.

#### *EXPOSURE TIME*

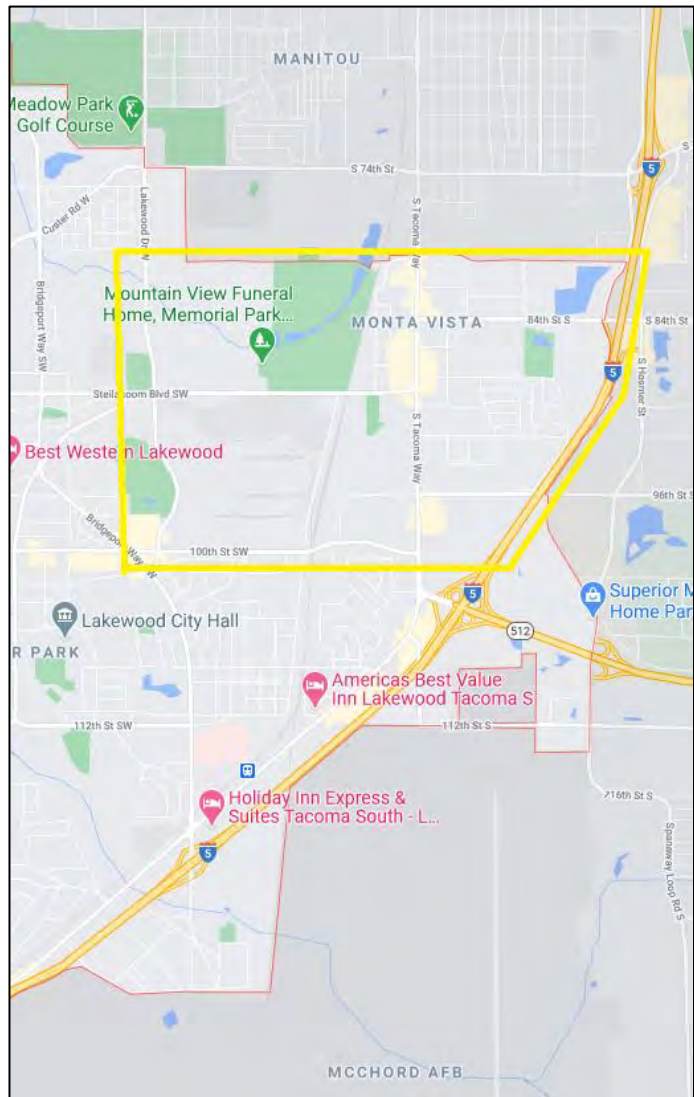
The term "Exposure Time" is defined in USPAP as "an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Exposure time is always presumed to occur prior to the effective date of the appraisal. The exposure time has been estimated at approximately nine months or less, based upon sales, listings, and other data considered within the report.

## NEIGHBORHOOD DESCRIPTION

The subject is located in the northeast city limits of Lakewood in Pierce County, WA. The neighborhood is a mix of single family residential uses with high intensity commercial retail uses along the main transportation corridors. The approximate neighborhood boundaries are summarized below and shown in yellow in the graphic to the right:

### NEIGHBORHOOD BOUNDARIES:

North:	Lakewood City Limits
South:	100 <sup>th</sup> Street SW (extended)
East:	Interstate 5 Corridor
West:	Lakewood Drive W



### PHYSICAL PROFILE

**Predominate Land Use:** The subject neighborhood is a primarily commercial area which includes a mix of retail, professional and personal services businesses located along the major transportation corridors. The neighborhood also includes a mix of multi-family residential development, single family residential uses and open space areas including Seeley Lake Park, Wards Lake Park, and the Mountain View Funeral Home and Memorial Park.

**Neighborhood Cycle:** The neighborhood is presently in a period of stability with some redevelopment of older, under-improved properties. Most of the land within the subject neighborhood has been built-out, though some building improvements have reached the end of their economic lives, leaving opportunities for redevelopment to higher intensity uses.



*Property Maintenance:* Most of the properties in the neighborhood are generally maintained in average condition.

*Infrastructure:* The main streets within the neighborhood are two to four-lanes, asphalt paved with asphalt shoulders and some areas with concrete sidewalks, curbs and gutters. The transportation infrastructure is generally well maintained.

*School:* The subject neighborhood is within the Clover Park School District.

*Transportation Routes/  
Linkage:* The main north-south route through the neighborhood is S. Tacoma Way which runs centrally within the subject neighborhood. S. Tacoma Way is asphalt paved consisting of two northbound and two southbound lanes of travel with center turn lanes.

The main east-west routes that intersect with S. Tacoma Way include Steilacoom Boulevard, 100<sup>th</sup> Street SW and 84<sup>th</sup> Street S. All are asphalt paved and link the subject neighborhood with the Lakewood Central Business district to the southwest.

The subject neighborhood borders the I-5 corridor and benefits from its exposure along the freeway as well as its convenient linkage for motorists on/off the freeway. The S. Tacoma Way corridor connects directly with the highly traveled I-5/Highway 512 intersection at the south end of the neighborhood. The subject neighborhood also has convenient I-5 access via 84<sup>th</sup> Street S at the north end of the neighborhood boundaries.

The subject neighborhood’s transportation and linkage system is adequate to serve the existing development within the neighborhood as well as any future development in the subject neighborhood.

**GOVERNMENTAL PROFILE**

*Zoning & Land Use Policy:* Most of the subject neighborhood is zoned for commercial uses including Air Corridor 1 (AC1 & AC2), Commercial Two (C2) and Transit Oriented Commercial (TOC). A couple pockets within the neighborhood are zoned for residential development (Residential 3) and several parcels of Public/Institutional.

*Protective Services:* The neighborhood enjoys police and fire protection.

*Utility Services:* The neighborhood is served with power, telephone, public water and sewer.

*Environmental Concerns:* There are no environmental concerns noted.

*External Obsolescence:* None noted.

## NEIGHBORHOOD DEVELOPMENT TRENDS

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Most residential applications are located in the area of Wards Lake, in the northeast quadrant of the subject neighborhood and in the southwest quadrant of the neighborhood near Seeley Lake. Residential development includes single family as well as some multi-family (apartments, duplex and four-plex).

The subject neighborhood has a wide variety of commercial applications including professional and medical offices, personal services businesses and a mix of restaurant and retail uses. The main commercial corridors are S. Tacoma Way, which includes an older international district at the north end of the neighborhood; 84<sup>th</sup> Street S at the northeast quadrant of the neighborhood which includes the Lakewood Cinema Plaza development; and the Clover Park Technical College campus located between Steilacoom Boulevard and 100<sup>th</sup> Street SW.

The subject neighborhood is also in close proximity to the Lakewood Towne Center, a regional shopping center located roughly between Gravelly Lake Drive and Bridgeport Way south of 100<sup>th</sup> Street SW and north of 108<sup>th</sup> Street SW, just west of the neighborhood boundaries. Lakewood Towne Center, built out during the early 2000s, includes a mix of retail stores and entertainment opportunities. Anchor tenants include Target, the AMC Theaters, Burlington Coat Factory, and there are over two dozen in-line retail pad sites which include a variety of beauty/health businesses, department stores, dining and café restaurants, apparel and specialty shops.

In addition, a wide variety of commercial services are conveniently located within approximately four miles to the north of the subject neighborhood at the Tacoma Mall complex.

## SUMMARY

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The subject neighborhood is a primarily commercial area which includes a mix of retail, professional and personal services businesses. The neighborhood also includes several pockets of single family residential applications on city lots which were built out over the past several decades. The transportation system and linkages provide convenient access from the neighborhood to the adjoining residential neighborhoods, to the city of Tacoma to the north and to I-5 to the east. A very large percentage of the neighborhood has been built out; however, it is anticipated that as demand for more commercial services grows in the future, many of the lower intensity existing uses may be either updated or razed in favor of new development when demand dictates.

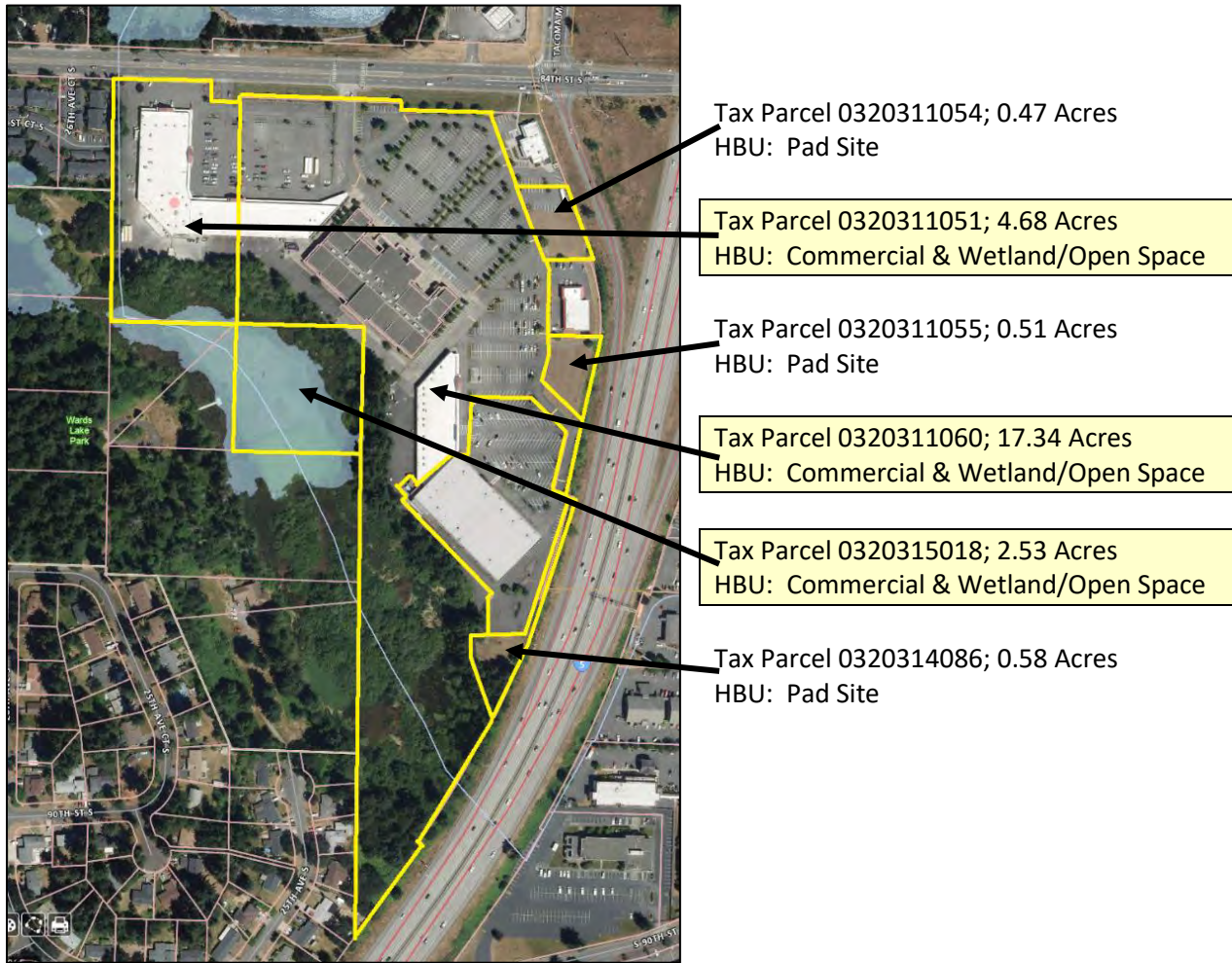
**SITE DESCRIPTION**

The following is based on public records, verified by physical inspection.

*Larger Parcel:*

The larger parcel is defined as the portion of a parcel which has unity of ownership, contiguity, and unity of use, with the unity of use test referring to unity of highest and best use, not simply existing use. Lakewood Cinema Plaza currently owns six contiguous parcels at the southwest corner of 84<sup>th</sup> Street S and Tacoma Mall Boulevard S, depicted as follows:

**LAKWOOD CINEMA PLAZA HOLDINGS**



As shown above, three of the parcels are smaller in size and have highest and best use which is independent of the other Lakewood Cinema Plaza holdings (noted above as “pad site” for small scale commercial development, likely by an owner/user). Each of these pad site parcels constitutes a separate “larger parcel” and none is included as part of the subject parcel as described herein.

Three of the Lakewood Cinema Plaza parcels are presently developed with in-line retail uses and are further improved with and anchored by the Lakewood Cinemas and associated shared parking and circulation area (those parcels are highlighted in yellow above). A large area of each parcel is encumbered with extensive wetlands and has been physically segregated by chain link fence from the retail use of the overall site.

The portion of the site improved with commercial development is zoned Commercial (C2) and Air Corridor (AC2) in the City of Lakewood, and most of the wetlands portion of the site is zoned Open Space Recreation (OSR1). The southerly end of the subject site is zoned Commercial (C2).

According to Andrea Bell, Associate Planner at the City of Lakewood, any potential development of the wetland area of the site would require oversight by the Army Corps of Engineers and the WA State Department of Ecology for approvals, and if such approvals were granted, would then be subject to the requirements of the City’s Critical Areas Ordinance. An owner/developer would be required to perform a habitat assessment to obtain a biological opinion as to the critical area designation if a development of the subject were proposed. In Ms. Bell’s opinion, even if the wetlands could be enhanced, that area of the site likely would not realistically qualify to support any type of permanent building improvements.

Thus far, analysis of the subject larger parcel has narrowed the determination to three separate tax parcels totaling approximately 24.55 ± acres which are currently improved as one site with the Lakewood Cinema Plaza and associated parking and circulation area. The site has two very separate and distinct zones of value: (1) the commercially zoned area which is currently built out with site and building improvements which contribute to the commercial use of the property; and (2) a physically segregated wetland area zoned Open Space Recreation (OSR1). Based on the site’s physical and legal characteristics, and after review and analysis of comparable sales data, the commercial area of the site does not contribute any enhanced value to the wetland area of the site, and the wetland area of the site does not contribute any enhanced value to the commercial area of the site.

Therefore, for purposes of this appraisal assignment, the “larger parcel” as defined herein consists of the wetland area of the subject site, which is a portion of Tax Parcel Numbers 0320311060, 0320311051 and 0320315018 consisting of approximately 10.47 ± acres, shown in red on the graphic to the right.



SUBJECT LARGER PARCEL SHOWN IN RED; WHOLE LAKEWOOD CINEMAS PLAZA HOLDINGS OUTLINED IN YELLOW

**Location:** The subject is located at the southwest quadrant of 84<sup>th</sup> Street S and Tacoma Mall Boulevard S in Lakewood, which lies on the west side of Interstate 5. The subject is situated southwest of the Lakewood Cinema Plaza commercial development and adjoins Wards Lake Park.

**Shape & Size:** The subject is irregular in shape, bounded by the existing Wards Lake Park to the southwest and by the Lakewood Cinema Plaza retail development to the northeast. Based on drawings provided by the City of Lakewood, the subject consists of approximately 10.47 ± acres of land.

**Topography:** The subject site’s topography is low lying, sloping steeply from the retail development adjoining to the northeast downward to Wards Lake and the associated wetlands.

<i>Abutting Property:</i>	Description
<i>Northeasterly:</i>	Commercial Retail Development
<i>Southwesterly:</i>	Wards Lake Park

<i>Frontage:</i>	Street	Frontage
	I-5	700 ± feet

**Access:** As the commercial retail use to the northeast of the subject parcel is under the same ownership, it is reasonable to conclude the subject would be granted an ingress and egress easement for a low intensity recreational or open space use.

***Environmental Hazards & Nuisances:***

No wetland study was provided as part of this appraisal assignment. The subject is within a FEMA designated Flood Hazard Zone and has low-lying topography which is encumbered by Wards Lake. According to Andrea Bell, Associate Planner at the City of Lakewood, any potential development of the subject would be subject to the City of Lakewood’s Critical Areas Ordinance and would require oversight by the Army Corps of Engineers and the WA State Department of Ecology for approvals. The subject would be required to perform a habitat assessment to obtain a biological opinion as to its critical area designation if a development of the subject were proposed. Further, Wards Lake serves as part of the regional stormwater system with its elevation controlled by the City of Tacoma. During peak usage in the wetter months of the year, physical access to the subject site can be limited given its low lying topography.

As of the date of inspection, a relatively small amount of garbage was observed mainly along the fence line of the subject.

No other environmental hazards or nuisances are noted.

**Easements:** There are no easements which would adversely impact the value of the subject parcel aside from typical utility easements. Please refer to the title

commitment contained in the addenda of this report for a full list of easements and encumbrances.

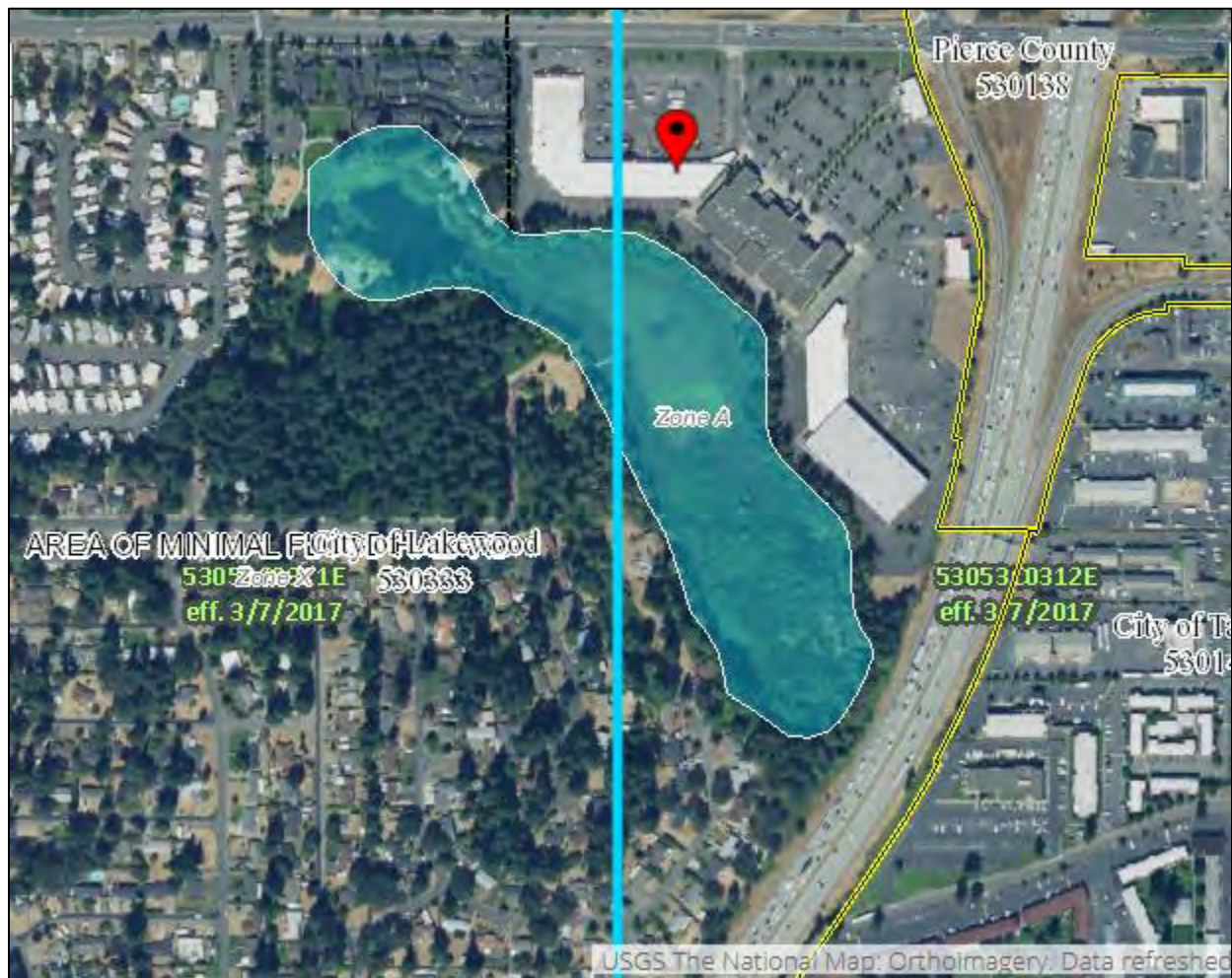
**Site Improvements:** The subject is not improved.

**Utilities:** The subject has all public utilities immediately available.

**Soils:** No soil tests were provided. No settling or other disturbance noted in immediately surrounding area. It is an assumption of the report that the soil qualities are adequate to support the Highest and Best Use of the subject property.

**FEMA Flood Map:** As shown on FEMA Flood Map Number 53053C0312E effective March 7, 2017, the subject is mapped as a Special Flood Hazard Area, Zone A, as shown in the following graphic:

**FEMA FLOOD MAP NO. 53053C0312E**



**ZONING**

The majority of the subject is zoned Open Space and Recreation One (OSR1) and a small area fronting the I-5 corridor is zoned Commercial (C2), shown in the graphic to the right. The area surrounding Wards Lake (shown in green) is designated OSR1, and the southeast area of the subject fronting the I-5 corridor (shown in orange) is designated C2.



**SUBJECT ZONING MAP**

According to the City of Lakewood Municipal Code, the OSR1 zoning district may be applied to publicly or privately owned or controlled property used for natural open space and passive recreation. Permitted uses include outdoor recreation, residential accessory uses, and civic accessory uses. While a section of the subject is zoned Commercial, it is unlikely this area could be developed independently to a commercial use given its designation as a Special Flood Hazard Area.

**TAXES**

Tax Parcel No.	AV Land	AV Bldg	2021 Taxes
0320311060	\$8,819,900	\$1,967,000	\$156,061.62
0320311051	\$2,380,100	\$0	\$37,018.03
0320315018	\$9,300	\$0	\$128.42
<b>TOTALS:</b>	<b>\$11,200,000</b>	<b>\$1,967,000</b>	<b>\$193,208.07</b>

The subject larger parcel as described herein consists of the wetland portion of the above tax parcels. The assessed value stated above overstates the value of the subject parcel as described herein, which consists of only the wetland portion of the site. The assessed value of the building improvements is attributed to the in-line retail development, paved parking and circulation area of the commercial area of the site. Please refer to the highest and best use section of this appraisal report.

**IMPROVEMENTS DESCRIPTION**

The subject as described herein is not improved.

## HIGHEST AND BEST USE

*The Appraisal of Real Estate*, 14<sup>th</sup> Edition, a publication of the Appraisal Institute, defines highest and best use for a property as:

*"The reasonably probable use of property that results in the highest value."*

To be reasonably probable, a use must meet certain conditions:

- The use must be *legally permissible* (or it is reasonably probable to render it so);
- The use must be *physically possible* (or it is reasonably probable to render it so);
- The use must be *financially feasible*.

Uses that meet the three criteria of reasonably probable uses are tested for economic productivity, and the reasonably probable use with the highest value (i.e. maximally productive use) is the highest and best use.

Data collected concerning the surrounding neighborhood and the subject property is analyzed to provide the evidence upon which the highest and best use conclusion is based. The highest and best use analysis allows an appraiser to gradually narrow the field of possible uses by testing it with the criteria above. The highest and best use of a property is the foundation for the selection and analysis of market data and is the basis upon which a property is valued.

## SITE AS VACANT

The Highest and Best Use of land or a site as though vacant assumes that a parcel of land is vacant or can be made vacant by demolishing any improvements. The questions to be answered in this analysis are: If the land is, or were, vacant, what use should be made of it? What type of building or other improvement, if any, should be constructed on the land, and when?

### LEGALLY PERMISSIBLE

Legal considerations which impact the subject include governmental restrictions such as zoning and comprehensive plan classifications. The majority of the subject is zoned Open Space and Recreation One (OSR1), and a small section of the southeast quadrant of the subject is zoned Commercial (C2). The City of Lakewood allows a wide variety of commercial uses in the C2 zoning district and only limited low intensity uses including outdoor recreation, residential accessory uses, and civic accessory uses in the OSR1 zoning district.

As the subject consists mainly of a large wetland area, any potential development of the site would require oversight by the Army Corps of Engineers and the WA State Department of Ecology for approvals, and if such approvals were granted, would then be subject to the requirements of the City's Critical Areas Ordinance. An owner/developer would be required to perform a habitat assessment to obtain a biological opinion as to the critical area designation if a development of the subject were proposed.

Analysis of the legal considerations thus effectively limits the subject's development potential to low intensity uses such as a passive recreational use.



PHYSICALLY POSSIBLE

The subject parcel is located in a mixed use area of Lakewood, adjoining the commercial Lakewood Cinema Plaza retail development and the I-5 corridor to the north and east and the Wards Lake Park and single family residential uses to the southwest. Size, shape, soils, and topography affect the uses to which a site may be developed. The utility of a parcel may depend on its frontage and depth. Irregularly shaped parcels may cost more to develop and, when developed, may have less utility than a rectangular parcel.

The subject is irregular in shape with low lying topography heavily encumbered with Wards Lake. Wards Lake serves as part of the regional stormwater system with its elevation controlled by the City of Tacoma. During peak usage in the wetter months of the year, physical access to the subject site can be limited. Overall, the subject's physical characteristics would be conducive to seasonal passive, recreational day use activities even considering the noise nuisance associated with its Interstate 5 frontage.

FINANCIALLY FEASIBLE/MAXIMALLY PRODUCTIVE

Financially feasible uses are subject to the physical and legal limitations of the property. Thus far, analysis of the legal and physical limitations support highest and best use for passive recreation of the subject. Based upon the preceding analysis and observation of the market conditions, the maximally productive and therefore highest and best use of the subject parcel is for passive recreation and continued open space use. The subject has virtually no upside potential to support future commercial use and only limited upside potential to support future single family residential development if a variance could be obtained.

**PROPERTY VALUATION**

The Cost Approach, Income Approach and Sales Comparison Approach are the three basic techniques or approaches to value when appraising real property.

**Cost Approach to Value**

In applying the Cost Approach the objective is to estimate the difference in worth to a buyer, between the property being appraised and a newly constructed building having optimal utility. The cost to construct a reproduction of, or replacement for, the existing structure and site improvements is estimated, and a deduction is made for all accrued depreciation present. When the value of the site is added to this figure, the result is an indication of value, under the principle of substitution. Because this approach is not appropriate when valuing raw land and would not produce credible valuation results, it is not applied within this appraisal.

**Sales Comparison Approach to Value**

In the Sales Comparison Approach, market value is estimated by comparing the subject property to similar properties that have recently sold, are listed for sale, or are under contract to be sold. A major premise of this approach is that the market value of a property is directly related to the prices of comparable, competitive properties. The comparative analysis focuses on similarities and differences among properties and transactions that affect value. These may include differences in the property rights, the motivations of buyers and sellers, financing terms, market conditions at the time of sale, size, location, physical features, and, if the properties produce income, economic characteristics. This approach is applied in estimating the value of the subject parcel.

**Income Approach to Value**

Income-producing real estate is typically purchased as an investment, and from an investor's point of view earning power is the critical element affecting value. An investor who purchases income-producing real estate is essentially trading present dollars for the right to receive future dollars. The Income Approach to value consists of methods, techniques and mathematical procedures used to analyze a property's capacity to generate future income, and to convert this income into an indication of present value. Because this approach is not appropriate when valuing raw land and would not produce credible valuation results, it is not applied within this appraisal.

**Land Value Analysis**

In searching for comparable sales data, we confined our search to land sales which have occurred within Pierce County and competing surrounding areas from January 2015 up to the date of this appraisal. Sales sources utilized included Pierce County Public Records, the Northwest Multiple Listing Service and the Commercial Brokers Association.

The comparable sales table included herein summarizes the comparable sales which were analyzed in estimating the fair market value of the subject parcel. Individual market data sheets for each sale together with property sketches and photographs are included herein. Confirmation of each sale has been obtained from buyer, seller, broker, or other parties believed to be knowledgeable about the details of the transaction, whenever possible. When direct verification was not possible, public records or similar data sources were relied upon.

**Unit of Comparison**

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The comparable sales will be analyzed on a price per site basis to be consistent with typical market behavior.

**Adjustments**

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Lack of uniformity within the available comparable sales data prevents the direct extraction of adjustments. General analysis reflecting market behavior is used to determine which comparable sales are superior or inferior to the subject. This analysis establishes value parameters for the subject, allowing for a final conclusion of value. The table on the following pages summarizes the comparable sales which were analyzed in supporting the fair market value of the subject parcel.

COMPARABLE SALES					
Sale No.	Location	HBU	Date Price	Size (acres)	Comments
1	xxx 93rd St E Tacoma	Speculative SFR	Oct-17 \$35,000	3.92	This parcel is rectangular in shape with effectively level topography. Approximately 80% of the site is designated as being in a regulated floodplain with associated wetlands. The listing broker indicated the site had high water table and potentially a buildable area in the southeast quadrant of the site. This parcel was on the market for only 6 days and sold at 88% of its asking price. As of the date of inspection, this parcel remained vacant land.
2	7610 Portland Ave E Tacoma	Speculative Commercial Dev.	Dec-15 \$50,000	4.34	This parcel is rectangular in shape with effectively level topography located in an industrial area of Tacoma. The parcel was mostly cleared with some brush and light areas of tree cover. The listing broker marketed the parcel as "commercial acreage, some wetlands, ROC zoning, retail, office and commercial." This parcel is heavily encumbered with a regulated floodplain and three separate wetland areas. The parcel was on the market for 1,107 days (over three years) and eventually sold at approximately 29% of its original asking price. As of the date of inspection, this parcel remained vacant land.
3	8307 144th Street E Puyallup	Recreational/OS; Speculative Residential Dev	Aug-18 \$50,000	4.98	This parcel is rectangular in shape with effectively level topography located in a residential area of South Hill Puyallup. The parcel consists of low lying cleared areas together with areas of moderate to heavy mature tree cover. The listing broker marketed the site as "lot is a mixture of trees, pasture and wetland, very private setting full of wildlife; property is considered a wetland, but a buyer with a vision and creativity could really capitalize on this opportunity." The listing broker indicated no formal wetland review had been done, though mapping indicates approximately two-thirds of the site is designated as a Flood Zone, the south approximately one-quarter of the site is designated as a Regulated Floodplain, and the Pierce County GIS has the entire site mapped as a wetland. According to the listing broker, the seller financed with \$20K down and a five year balloon, which is not uncommon in the market. In January 2019, the property owner was served with a Notice of Non-Compliance for "un-permitted regulated development (clearing and grading)." This parcel was on the market for 535 days and finally sold at approximately 67% of its original asking price. As of the date of inspection, this parcel remains vacant, undeveloped land.
4	433 43 <sup>rd</sup> Avenue SW Puyallup	Recreational/OS; Speculative Residential Dev	Jul-18 \$50,000	6.71	This site is rectangular in shape consisting of five separate tax parcels (which have been adjusted to four tax parcels since the sale) with effectively level topography located in a mixed use area of Puyallup. The parcel has a light to moderate tree cover. The listing broker marketed the parcel as having wetlands and indicated no formal wetland determination had been done by the seller. According to the Pierce County GIS mapping, this parcel is heavily encumbered with a regulated floodplain and wetlands, though the southerly two parcels may possibly only be encumbered with wetland buffers. The listing broker indicated the major issue surrounding the sale of the site was that the City of Puyallup had zoned the parcel for high density (apartments) and would not allow for a variance during the due diligence surrounding the sale. Consequently, after several failed sale attempts, the seller decided to "just sell it cheap." The site was on the market for 321 days and sold at approximately 30% of its original asking price of \$165,000. Subsequently, the buyer was able to work through the process to re-zone the site to allow for development of duplexes and in March 2021, the buyer sold the two southerly tax parcels to HC Homes at a reported sales price of \$179,950 each.

COMPARABLE SALES					
Sale No.	Location	HBU	Date Price	Size (acres)	Comments
5	Steele St & 102 <sup>nd</sup> St Tacoma	Recreational/OS; Speculative Commercial Dev	Jan-21 \$55,000 (adjusted)	10.17	This sale consisted of two adjoining tax parcels located at the northeast corner of Steele Street and 102 <sup>nd</sup> Street in Tacoma. The site has effectively level, low lying topography and a heavy covering of mature trees. The listing broker indicated the site is heavily encumbered with wetlands and trees that make it nearly impossible to develop. According to Pierce County GIS mapping, approximately two-thirds of the site is designated as regulated floodplain and the entire site is mapped as a wetland. The reported sales price for this site is \$5,000; however, the listing broker indicated the buyer forgave \$50,000 of seller's debt related to the rent of a billboard (the billboard is situated on a separate parcel located at the northwest corner of Steele and 102 <sup>nd</sup> ). This site was under contract for almost two years prior to closing. This sale price is adjusted upwards by \$50,000 to account for the debt forgiven by the buyer.

**MARKET DATA – SALE NO. 1**

**PROPERTY IDENTIFICATION**

Location: xxx 93rd Street E  
Tacoma, WA  
Parcel No: 5825000040 & 0131  
Legal Desc: Section 35 Township 20 Range  
03 Quarter 33 MIDLAND  
GARDENS ANNEX

**LAND CHARACTERISTICS**

Area: 3.915 ± acres  
Zoning: Residential RSEP  
Present Use: Vacant land at time of sale  
H&BU: Speculative Single Fam. Res.  
Access: 93rd Street E

**SALE DATA**

Date: Oct-17  
Price: \$35,000  
Grantor: ABD Properties  
Grantee: Kimcheng Lim LLC  
Term: Cash Equivalent  
Rec'd No: ETN 4446866



Confirmation: Nathan Peppin, Listing  
Broker with Capital  
Realty via NWMLS Listing  
Flyer #1181554

**UNIT INDICATORS**

Size	Price	Unit Value
3.915 acres	\$35,000	\$35,000/site

**COMMENTS & PHOTO**

This parcel is rectangular in shape with effectively level topography. Approximately 80% of the site is designated as being in a regulated floodplain with associated wetlands. The listing broker indicated the site had high water table and potentially a buildable area in the southeast quadrant of the site. This parcel was on the market for only 6 days and sold at 88% of its asking price. As of the date of inspection, this parcel remained vacant land.



**MARKET DATA – SALE NO. 2**

**PROPERTY IDENTIFICATION**

Location: 7610 Portland Ave. E  
Tacoma, WA  
Parcel No: 0320274114  
Legal Desc: Section 27 Township 20 Range  
03 Quarter 43

**LAND CHARACTERISTICS**

Area: 4.34 ± acres  
Zoning: Commercial ROC  
Present Use: Vacant land at time of sale  
H&BU: Speculative Commercial Dev  
Access: Portland Ave.

**SALE DATA**

Date: Dec-15  
Price: \$50,000  
Grantor: O’Neill Estate  
Grantee: Andrew Ballatan  
Term: Cash Equivalent  
Rec’d No: ETN 4385022

Confirmation: Kenneth Freed, Listing  
Broker with Windermere  
Real Estate via NWMLS  
Listing Flyer #662594



**UNIT INDICATORS**

Size	Price	Unit Value
4.34 acres	\$50,000	\$50,000/site

**COMMENTS & PHOTO**

This parcel is rectangular in shape with effectively level topography located in an industrial area of Tacoma. The parcel was mostly cleared with some brush and light areas of tree cover. The listing broker marketed the parcel as “commercial acreage, some wetlands, ROC zoning, retail, office and commercial.” This parcel is heavily encumbered with a regulated floodplain and three separate wetland areas. The parcel was on the market for 1,107 days (over three years) and eventually sold at approximately 29% of its original asking price. As of the date of inspection, this parcel remained vacant land.



**MARKET DATA – SALE NO. 3**

**PROPERTY IDENTIFICATION**

Location: 8307 144<sup>th</sup> Street E  
 Puyallup, WA  
 Parcel No: 0419174009  
 Legal Desc: Section 17 Township 19 Range  
 04 Quarter 44

**LAND CHARACTERISTICS**

Area: 4.98 ± acres  
 Zoning: Residential Resource  
 Present Use: Vacant land at time of sale  
 H&BU: Recreational/Open Space;  
 Speculative Residential Dev  
 Access: 144<sup>th</sup> Street E

**SALE DATA**

Date: Aug-2018  
 Price: \$50,000  
 Grantor: Larry Scott McMillan  
 Grantee: Terry Calloway  
 Term: Cash Equivalent  
 Rec'd No: SWD 201808290476



Confirmation: Drew Staudt, Listing  
 Broker with Windermere  
 RE Puyallup NWMLS  
 Listing Flyer #1072195  
 c.fagernes 4/13/21

**UNIT INDICATORS**

Size	Price	Unit Value
4.98 acres	\$50,000	\$50,000/site

**COMMENTS & PHOTO**

This parcel is rectangular in shape with effectively level topography located in a residential area of South Hill Puyallup. The parcel consists of low lying cleared areas together with areas of moderate to heavy mature tree cover. The listing broker marketed the site as “lot is a mixture of trees, pasture and wetland, very private setting full of wildlife; property is considered a wetland, but a buyer with a vision and creativity could really capitalize on this opportunity.” The listing broker indicated no formal wetland review had been done, though mapping indicates approximately two-thirds of the site is designated as a Flood Zone, the south approximately one-quarter of the site is designated as a Regulated Floodplain, and the Pierce County GIS has the entire site mapped as a wetland. According to the listing broker, the seller financed with \$20K down and a five year balloon, which is not uncommon in the market. In January 2019, the property owner was served with a Notice of Non-Compliance for “un-permitted regulated development (clearing and grading).” This parcel was on the market for 535 days and finally sold at approximately 67% of its original asking price. As of the date of inspection, this parcel remains vacant, undeveloped land.





**MARKET DATA – SALE NO. 4**

**PROPERTY IDENTIFICATION**

Location: 433 43<sup>rd</sup> Avenue SW  
 Puyallup, WA  
 Parcel No: 0419095003; 0419095001;  
 0419095002; 0419095003;  
 0419095004  
 Legal Desc: Section 09 Township 19 Range  
 04 Quarter 11

**LAND CHARACTERISTICS**

Area: 6.71 ± acres  
 Zoning: Multi-Family RM10  
 Present Use: Vacant land at time of sale  
 H&BU: Recreational/Open Space;  
 Speculative Residential Dev  
 Access: 43<sup>rd</sup> Avenue SW

**SALE DATA**

Date: Jul-2018  
 Price: \$50,000  
 Grantor: Looney Estate  
 Grantee: David and Carlene Artz  
 Term: Cash Equivalent  
 Rec'd No: Personal Representative's  
 Deed 201807310719



**UNIT INDICATORS**

Size	Price	Unit Value
6.71 acres	\$50,000	\$50,000/site

Confirmation: Dan Olague, Listing  
 Broker with John L. Scott  
 NWMLS Listing Flyer  
 #1233143  
 c.fagernes 4/13/21

**COMMENTS & PHOTO**

This site is rectangular in shape consisting of five separate tax parcels (which have been adjusted to four tax parcels since the sale) with effectively level topography located in a mixed use area of Puyallup. The parcel has a light to moderate tree cover. The listing broker marketed the parcel as having wetlands and indicated no formal wetland determination had been done by the seller. According to the Pierce County GIS mapping, this parcel is heavily encumbered with a regulated floodplain and wetlands, though the southerly two parcels may possibly only be encumbered with wetland buffers. The listing broker indicated the major issue surrounding the sale of the site was that the City of Puyallup had zoned the parcel for high density (apartments) and would not allow for a variance during the due diligence surrounding the sale. Consequently, after several failed sale attempts, the seller decided to “just sell it cheap.” The site was on the market for 321 days and sold at approximately 30% of its original asking price of \$165,000. Subsequently, the buyer was able to work through the process to re-zone the site to allow for development of duplexes and in March 2021, the buyer sold the two southerly tax parcels to HC Homes at a reported sales price of \$179,950 each.



**MARKET DATA – SALE NO. 5**

**PROPERTY IDENTIFICATION**

Location: 102<sup>nd</sup> Street S  
Tacoma, WA  
Parcel No: 0319061002  
Legal Desc: Section 06 Township 19 Range  
03 Quarter 14

**LAND CHARACTERISTICS**

Area: 10.17 ± acres  
Zoning: Commercial CE  
Present Use: Vacant land at time of sale  
H&BU: Recreational/Open Space;  
Speculative Commercial Dev  
Access: 102<sup>nd</sup> St S and Steele St

**SALE DATA**

Date: Jan-2021  
Price: \$5,000  
+ \$50,000 in forgiven debt  
Grantor: Juddville II, LLC  
Grantee: Andrew Ballatan  
Term: Cash Equivalent  
Rec'd No: ETN 4385022

Confirmation: Joe Bauman, Listing  
Broker with John L. Scott  
Real Estate NWMLS  
Listing Flyer #1422504  
*c.fagernes 4/13/21*



**UNIT INDICATORS**

Size	Price	Unit Value
10.17 acres	\$55,000 (adjusted)	\$55,000/site

**COMMENTS & PHOTO**

This sale consisted of two adjoining tax parcels located at the northeast corner of Steele Street and 102<sup>nd</sup> Street in Tacoma. The site has effectively level, low lying topography and a heavy covering of mature trees. The listing broker indicated the site is heavily encumbered with wetlands and trees that make it nearly impossible to develop. According to Pierce County GIS mapping, approximately two-thirds of the site is designated as regulated floodplain and the entire site is mapped as a wetland. The reported sales price for this site is \$5,000; however, the listing broker indicated the buyer forgave \$50,000 of seller's debt related to the rent of a billboard (the billboard is situated on a separate parcel located at the northwest corner of Steele and 102<sup>nd</sup>). This site was under contract for almost two years prior to closing. This sale price is adjusted upwards by \$50,000 to account for the debt forgiven by the buyer.



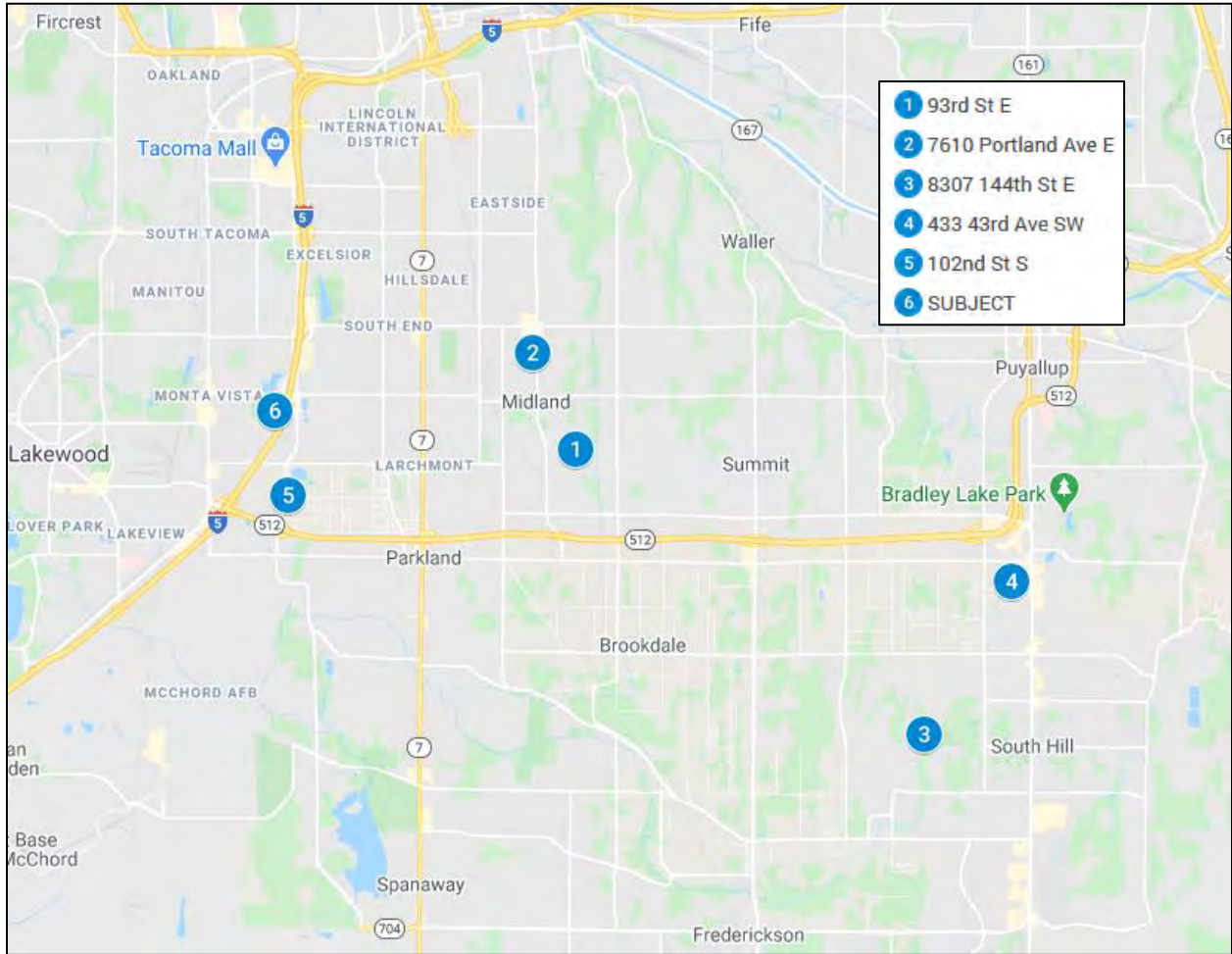
**SUMMARY OF COMPARABLE SALES DATA**

Five comparable sales were analyzed to support the subject parcel’s value. The dates of sale range from December 2015 through January 2021. The comparable sales range in size from approximately four to ten acres in size. The comparable sales are all located in Pierce County, generally in competing market areas of South Tacoma and Puyallup. All comparable sales consisted of vacant land and range in highest and best use from speculative development to parcels with likely only passive recreational and open space use. The comparable sales data was exhaustive enough to provide a well-supported value range for the subject parcel.

**ANALYSIS & EXPLANATION OF ADJUSTMENTS**

**Location:** Sales One, Two and Five are all within five miles of the subject and are most similar for location. Sales Three and Four are both approximately eight miles southeast of the subject and are less similar but roughly equal for location. All are generally comparable to the subject for location requiring no adjustment.

**LOCATION OF COMPARABLE SALES RELATIVE TO SUBJECT PARCEL**



**Market Conditions:** Given in part the subject's highest and best use for passive recreation, there is an insufficient amount of sales history in the subject's market area with which to accurately support a quantitative adjustment for market conditions. Within the comparative analysis, Sales Three, Four and Five are given most weight considering their July 2018 through January 2021 dates of sale. Sales One and Two are given less weight considering their December 2015 and October 2017 dates of sale.

**Highest & Best Use:** Parcels having more utility or potentially a higher intensity use generally are considered to be superior to parcels having lower intensity uses. The subject's critical area designations and physical characteristics limit its highest and best use to passive recreation with virtually no upside potential for speculative development. Sale One likely had a small buildable area with which to support development of one single family residence and therefore is slightly superior to the subject for its utility. The buyers of Sale Four believed they could obtain a re-zone of the southerly area of the site to accommodate development of duplexes (which ultimately was approved subsequent to the sale); and therefore Sale Four is slightly superior to the subject for utility. The remaining comparable sales all had virtually no upside potential for development or only highly speculative development potential and are therefore roughly equal to the subject for utility.

**Size:** The comparable sales are analyzed on a price per site basis to be consistent with typical market behavior. Generally, all things being equal, a larger parcel will sell for more than a smaller parcel. Sales One, Two and Three are smaller than the subject, ranging from four to five ± acres in size, and therefore are inferior to the subject for size. Sales Four and Five are roughly equal to the subject for size, ranging from approximately seven to ten acres.

**Market Appeal:** The subject has a moderate covering of trees and low bank, easily accessible Wards Lake frontage and would make a nice day-use area, even considering the noise associated with its proximity to the commercial development and I-5 to the north and east. None of the comparable sales had direct exposure along as heavily traveled a corridor as the subject. Sale One had no water amenity and therefore is slightly inferior to the subject for market appeal. Sale Two would have low market appeal as a recreational site given its lack of tree cover and therefore is inferior to the subject for market appeal. Sales Three and Four had no water amenity and therefore are slightly inferior to the subject for market appeal. Sale Five is roughly equal to the subject for its freeway noise and marshy, treed area.

## **CORRELATION & CONCLUSION OF VALUE**

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The following chart summarizes the individual adjustments made to each of the sales used for comparison to the subject parcel:

## Summary Adjustment Chart

Sale	Price	Location	Market Cond. (Date of Sale)	H&BU/Utility	Size	Market Appeal	Cumulative Indication & Weighting
<b>Subject</b>	--	84 <sup>th</sup> Street S	Apr-21 DOV	Rec/OS; Spec Dev	10.47 ± acres	Wards Lake Park	--
<b>One</b>	\$35,000	93 <sup>rd</sup> St E, Tacoma Roughly Equal Most Similar	Oct-17 Inferior	Spec Dev S. Superior	3.92 acres Inferior	No Water Amenity S. Inferior	Low Less Weight
<b>Two</b>	\$50,000	Portland Ave, Tacoma Roughly Equal Most Similar	Dec-15 Inferior	Rec/OS; Spec Dev Roughly Equal	4.34 acres Inferior	Stream S. Inferior	Reasonable Less Weight
<b>Three</b>	\$50,000	144 <sup>th</sup> St E Tacoma Roughly Equal	Aug-18 Roughly Equal	Rec/OS; Spec Dev Roughly Equal	4.98 acres Inferior	No Water Amenity S. Inferior	Reasonable More Weight
<b>Four</b>	\$50,000	43 <sup>rd</sup> Ave SW Puyallup Roughly Equal	Jul-18 Roughly Equal	Spec Dev S. Superior	6.71 acres Roughly Equal	No Water Amenity S. Inferior	Reasonable More Weight
<b>Five</b>	\$55,000	Steele St & 102 <sup>nd</sup> Tacoma Roughly Equal Most Similar	Jan-21 Roughly Equal Most Similar	Rec/OS; Spec Dev Roughly Equal	10.17 acres Roughly Equal Most Similar	Low-lying marshy area Roughly Equal	Reasonable Most Weight

The comparable sales support a value range for the subject of \$35,000 to \$55,000. Sale One supports the low end of the value range at \$35,000 and is a low indicator of the subject's value due mainly to its much smaller size and inferior market appeal. The remaining comparable sales all support a more refined value range of \$50,000 to \$55,000 for the subject parcel. Sale Five is the best indicator of the subject's value at \$55,000 (adjusted) given its location, its January 2021 date of sale, its highest and best use which is most likely limited to recreation/open space, its ten acre size and its market appeal as a recreational site with freeway noise and low-lying marshy, treed areas. After considering all available market data, and placing most weight on Sale Five, the market would place the subject at the high end of the refined value range at \$55,000.



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## QUALIFICATIONS & EXPERIENCE

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### CHRISTINA A. FAGERNES

#### EXPERIENCE

Since August of 2004, Christina (Chris) Fagernes has primarily focused on eminent domain valuation and consulting services. She has prepared hundreds of appraisals and project funding estimates for a variety of consultants and governmental agencies all over Washington State. She is certified as a General Real Estate Appraiser through the State of Washington and is on the Washington State Department of Transportation's approved appraiser and review appraiser list. Over the past several years, her project experience has ranged from single parcel partial acquisitions to 50 ± parcels with partial and total acquisitions. Chris' understanding and adherence to the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions (the "Yellow Book"), and the WSDOT Right-of-Way Manual ensures funding compliance regardless of the source.

#### PROFESSIONAL LICENSES & AFFILIATIONS

- Washington State Certified General Real Estate Appraiser #1101869
- Candidate for Designation, Appraisal Institute
- WSDOT Approved Appraiser & Review Appraiser List

#### EDUCATION

Bachelors of Science in Real Estate Studies with a Concentration in Appraisal & Finance  
Marylhurst University, Marylhurst, Oregon, 2009

##### Academic Focus

- Real Estate Investment Strategies
- Real Estate Finance
- Environmental Issues & Hazards
- Building Construction & Design
- Real Estate Law
- Land Use Planning & Zoning

##### THE APPRAISAL INSTITUTE

- Advanced Applications
- Advanced Sales Comparison & Cost Approaches
- Report Writing & Valuation Analysis
- Condemnation Appraising: Advanced Topics & Applications
- Condemnation Appraising: Basic Principles & Applications
- The Appraiser as an Expert Witness: Preparation & Testimony
- Highest & Best Use and Market Analysis
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Advanced Income Capitalization
- Eminent Domain and Condemnation

##### CONTINUING EDUCATION COURSES & SEMINARS

- ROW: Temporary Construction Easements (WSDOT Local Programs)
- Corridor Valuation (The Appraisal Institute)
- Appraisal Review Under The Uniform Standards for Federal Land Acquisitions (DNR)
- Uniform Standards for Federal Land Acquisitions (The Appraisal Institute)
- Forestland Road Cost Obligation Seminar (DNR)

**TYPES OF APPRAISAL ASSIGNMENTS**

- Eminent Domain & Right-of-Way Acquisition
- Easements (Permanent, Temporary, Conservation)
- Wetlands/Open Space
- Vacant Land
- Commercial Appraisals
  - Professional Office Buildings
  - Medical Facilities
  - Multi-Family Residential (5+ units)
  - Retail Buildings
  - Warehouses
- Project Funding Estimates
- Appraisal Review

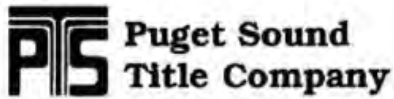
**PARTIAL CLIENT LIST**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• City of Aberdeen</li> <li>• City of Bonney Lake</li> <li>• Capitol Land Trust</li> <li>• Cascade Right of Way Services</li> <li>• City of Castle Rock</li> <li>• Cowlitz County Public Works</li> <li>• David Evans and Associates</li> <li>• Town of Eatonville</li> <li>• Forterra NW</li> <li>• Gibbs &amp; Olson</li> <li>• Gray &amp; Osborne</li> <li>• Grays Harbor County Public Works</li> <li>• Grays Harbor PUD</li> <li>• City of Hoquiam</li> <li>• Island County Public Works</li> <li>• Jamestown S'Klallam Tribe</li> <li>• Klickitat County Public Works</li> <li>• KPFF</li> <li>• KPG</li> <li>• City of Lakewood Public Works</li> <li>• City of Longview Public Works</li> <li>• Mason Conservation District</li> </ul> | <ul style="list-style-type: none"> <li>• Mason County Public Works</li> <li>• City of Olympia Parks, Arts &amp; Recreation</li> <li>• City of Olympia Public Works</li> <li>• Otak</li> <li>• Pierce County</li> <li>• City of Poulsbo</li> <li>• City of Puyallup</li> <li>• City of Ridgefield</li> <li>• City of Sammamish</li> <li>• SCJ Alliance</li> <li>• Skillings Connolly</li> <li>• City of Spokane Valley Public Works</li> <li>• Summit Power Group, Inc.</li> <li>• Thurston County Public Works</li> <li>• City of Tumwater Public Works</li> <li>• WA State Dept. of Fish &amp; Wildlife</li> <li>• WA State Dept. of Natural Resources</li> <li>• WA State Dept. of Transportation</li> <li>• West Thurston Regional Fire Authority</li> <li>• City of Winlock</li> <li>• City of Woodland</li> </ul> |
|---|--|



**ADDENDA**

Title Commitment dated January 14, 2021



Puget Sound Title Company  
 5350 Orchard Street W.  
 University Place, WA 98467  
 (253)474-4747 Phone  
 (253)474-9757 Fax

Puget Sound Title Company  
 6302 112th Street E., Suite 100  
 Puyallup, WA 98373  
 (253)474-4747 Phone  
 (253)446-0482 Fax

## Commitment For Title Insurance

Order Number: 218854  
 Customer Ref/Loan No:

Buyer/Borrower: City of Lakewood  
 Seller: Lakewood Cinema Plaza, LLC

Property Address: 2510 S 84th St., Lakewood, WA 98499

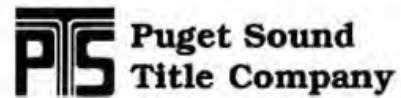
### Title Officers

Meagen Johnson <a href="mailto:m.johnson@pstitle.com">m.johnson@pstitle.com</a>	Eve Dorsey <a href="mailto:eved@pstitle.com">eved@pstitle.com</a>
Julia Butler <a href="mailto:julia@pstitle.com">julia@pstitle.com</a>	Britany Avila <a href="mailto:britanya@pstitle.com">britanya@pstitle.com</a>
Ashley Norris <a href="mailto:ashley@pstitle.com">ashley@pstitle.com</a>	Victor Melton <a href="mailto:victor@pstitle.com">victor@pstitle.com</a>

THANK YOU FOR CHOOSING PUGET SOUND TITLE COMPANY

*Consistently exceeding expectations  
 for over 30 years!*

**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**



ISSUED BY  
**Puget Sound Title Company**  
As Agent for Stewart Title Guaranty Company

Phone (253) 474-4747

**Transaction Identification Data for reference only:**

Issuing Agent: Puget Sound Title - Tacoma  
 Issuing Office: 5350 Orchard Street W., Suite 100, University Place, WA 98467  
 Issuing Office's ALTA® Registry ID: 1058425  
 Loan ID Number:  
 Commitment Number: 218854  
 Associated File Number:  
 Property Address: 2510 S 84th St., Lakewood, WA 98499  
 Report Number:

**1. Commitment Date:** January 14, 2021 at 8:00 A.M.

**2. Policy to be issued:**

**Proposed Policy Amount**

ALTA Owner's Policy	Standard		1,000.00
Standard Owners Rate and		Premium:	\$500.00
Work Charge		Tax:	\$49.50
		Total:	\$549.50

Proposed Insured: City of Lakewood

**3. The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

**4. The Title is, at the Commitment Date, vested in:**

Lakewood Cinema Plaza, LLC, a Washington Limited Liability Company (See Requirement No. 5)

**5. The Land is described as follows:**

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



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 File No. 218854  
 WA ALTA Commitment For Title Insurance Schedule A 8-1-16 (4-2-18) PS2

**EXHIBIT "A"****Legal Description:**

Parcels A, B, and C, WARD'S LAKE RETAIL CENTER, BINDING SITE PLAN, according to Survey recorded March 01, 1989 under Recording No. 8903010409, records of Pierce County Auditor.

Situate in the City of Lakewood, County of Pierce, State of Washington.

[Assessor Map](#)

**Abbreviated Legal:** Parcels A, B, and C, Wards Lake Retail Center, BSP, Rec. 8903010409

**Parcel No(s):** 032031-1051, 032031-5018, and 032031-1060

**Purported Address:** 2510 S 84th St., Lakewood, WA 98499

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File No. 218854

WA ALTA Commitment For Title Insurance Schedule A Legal PS2 8-1-16 (4-2-18)

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY

### **Puget Sound Title - Tacoma**

As Agent for Stewart Title Guaranty Company

### **Requirements**

File No.: 218854

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Proof of the authority of the members and or managers of Lakewood Cinema Plaza, LLC, a Washington Limited Liability Company, to execute the forthcoming instrument(s). The Company requires submission of a copy of the certificate of formation and the limited liability company agreement, together with any amendments thereto, and a copy of the latest annual report. Further requirements may be necessary after the requested submissions are made.
6. The amount of insurance of the proposed Policy is limited to \$1,000.00. The total liability of the Company under this commitment shall not exceed that amount unless and until another amount of policy coverage is agreed upon.

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File No. 218854

WA ALTA Commitment For Title Insurance Schedule B I 8-1-16 (4-2-18) PS2

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

**Puget Sound Title - Tacoma**

As Agent for Stewart Title Guaranty Company

### Exceptions

File No.: 218854

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

### GENERAL EXCEPTIONS

- B. Taxes or assessments which are not shown as existing liens by the public records.
- C. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- D. Rights or claims of parties in possession not shown by the public records.
- E. Easements, claims of easement or encumbrances which are not shown by the public records.
- F. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
- G. Any lien, or right to a lien, for contributions to Employee Benefit funds, or for State Workers' Compensation, or for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- H. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges/costs for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- I. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

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File No. 218854

WA ALTA Commitment For Title Insurance Schedule B II 8-1-16 (4-2-18)

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

### **Puget Sound Title - Tacoma**

As Agent for Stewart Title Guaranty Company

- J. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

### **SPECIAL EXCEPTIONS FOLLOW**

1. Relinquishment of access to state highway and of light, view and air by deed to the State of Washington:

Recorded: May 20, 1957

Recording No.: [1787544](#)

Affects: Parcel C and other property

2. Easement and the terms and conditions thereof:

Grantee: City of Tacoma

Purpose: Sewer or Sewers

Affects: Parcel A

Recorded: September 11, 1967

Recording No.: [2205792](#)

3. Covenants, Conditions, Restrictions, Easements and liability, if any, for Assessments, Liens or Charges, but omitting any covenant or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as contained in instrument,

Recorded: October 06, 1986

Recording No.: [8610060276](#)

**NOTE:** Said covenants, conditions and restrictions have been modified by instrument

Recording No.: [8802160213](#), [9001110173](#), and [9905110310](#)

Assignment of Declarant's Rights, and the terms and conditions thereof:

Recorded: June 1, 1989

Recording No.: [8906010412](#)

4. Reciprocal Easement and Mutual Maintenance Agreement, and the terms and conditions thereof:

Recorded: November 22, 1986

Recording No.: [8612220170](#)

Affects: Parcels A and C

5. Memorandum of Agreement and Covenant to run with the Land, and the terms and conditions thereof:

Recorded: January 8, 1987

Recording No.: [8701080270](#)

6. Easement and Covenant, and the terms and conditions thereof:

Recorded: April 28, 1987

Recording No.: [8704280392](#)

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File No. 218854

WA ALTA Commitment For Title Insurance Schedule B II 8-1-16 (4-2-18)



## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

### **Puget Sound Title - Tacoma**

As Agent for Stewart Title Guaranty Company

7. Easement and the terms and conditions thereof:  
 Grantee: City of Tacoma  
 Purpose: Storm sewer line  
 Affects: Parcel A  
 Recorded: September 11, 1987  
 Recording No.: [8709110254](#)
8. Common Foundation Agreement, and the terms and conditions thereof:  
 Recorded: October 20, 1987  
 Recording No.: [8710200057](#)
9. Covenants, Conditions, Restrictions, Easements and liability, if any, for Assessments, Liens or Charges, but omitting any covenant or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as contained on Ward's Lake Retail Center, Binding Site Plan, recorded under Recording No [8903010409](#).
10. Water System Easement Agreement, and the terms and conditions thereof:  
 Recorded: May 31, 1989  
 Recording No.: [8905310495](#)
11. Memorandum of Option and Agreement to Grant Easement, and the terms and conditions thereof:  
 Recorded: February 09, 1995  
 Recording No.: [9502090177](#)  
  
 Notice to Exercise Option, and the terms and conditions thereof:  
 Recorded: March 11, 1996  
 Recording No.: [9603110199](#)  
 Affects: Parcel C
12. Notice of Agreement, and the terms and conditions thereof:  
 Recorded: March 21, 1996  
 Recording No.: [9603210386](#)  
 Affects: Parcel C
13. Lakewood Water District Easement for Water Main, and the terms and conditions thereof:  
 Recorded: March 03, 1999  
 Recording No.: [9903030325](#)
14. Easement Agreement, and the terms and conditions thereof:  
 Recorded: October 29, 1999  
 Recording No.: [9910290433](#)  
 Affects: Parcel A
15. Declaration of Restrictive Covenant, and the terms and conditions thereof:  
 Recorded: July 12, 2002  
 Recording No.: [200207120045](#)

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 File No. 218854

WA ALTA Commitment For Title Insurance Schedule B II 8-1-16 (4-2-18)





## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

### **Puget Sound Title - Tacoma**

As Agent for Stewart Title Guaranty Company

Affects: Parcels A and C

16. Matters disclosed by Survey;

Recorded: January 03, 2003

Recording No.: [200301035006](#)

Affects: Parcel A

17. Memorandum of Sublease, and the terms and conditions thereof:

Recorded: August 15, 2000

Recording No.: [200008150684](#)

18. Unrecorded Leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

19. 2021 Property Taxes became a Lien January 1, 2021. They are not yet ascertainable or payable until February 15, 2021.

Levy Code: 760

Tax Account No.: **032031-1051**

Land: \$2,380,100.00

Improvements: \$0.00

Note: Taxes and Charges for 2020 were paid in full in the amount of \$37,927.38.

Affects: Parcel A

20. 2021 Property Taxes became a Lien January 1, 2021. They are not yet ascertainable or payable until February 15, 2021.

Levy Code: 760

Tax Account No.: 032031-5018

Land: \$9,300.00

Improvements: \$0.00

Note: Taxes and Charges for 2020 were paid in full in the amount of \$132.00.

Affects: Parcel B

21. 2021 Property Taxes became a Lien January 1, 2021. They are not yet ascertainable or payable until February 15, 2021.

Levy Code: 760

Tax Account No.: 032031-1060

Land: \$8,819,900.00

Improvements: \$1,967,000.00

Note: Taxes and Charges for 2020 were paid in full in the amount of \$180,039.32.

Affects: Parcel C

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File No. 218854

WA ALTA Commitment For Title Insurance Schedule B II 8-1-16 (4-2-18)

**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY

**Puget Sound Title - Tacoma**

As Agent for Stewart Title Guaranty Company

22. Payment of the Real Estate Excise Tax, if required.

Effective January 1, 2020, the State of Washington has switched to a graduated Excise Tax scale based on the selling price of the property as well as the use of the property. An explanation of the changes and a link to a state excise tax calculator can be found [here](#).

In addition, the required local excise tax rates can be found [here](#).

According to Assessor's records said property is located in: City of Lakewood

**End of Special Exceptions**

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WA ALTA Commitment For Title Insurance Schedule B II 8-1-16 (4-2-18)



## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

**Puget Sound Title - Tacoma**

As Agent for Stewart Title Guaranty Company

### NOTES

- A. The legal description contained herein has been derived from information submitted with the application and as available from the record title. Said description should be carefully reviewed to assure it meets the intentions of the parties to this transaction.
- B. Any maps, plats or surveys attached to this commitment are provided solely for informational purposes and to assist in locating the property with reference to streets and other parcels. While it is believed to be correct, Puget Sound Title - Tacoma assumes no liability for any loss occurring by reason of reliance thereon.
- C. This office conforms to the Federal Privacy Laws. Please see attached Privacy Policy Notice.
- D. Recording fees charged by the county are as follows:  
Deeds of Trust: \$104.50 for the first page and \$1 each additional page  
Deeds: 103.50 for the first page and \$1 each additional page

For your added convenience, we electronically record our Refinance and Equity files with the Auditor.

**\*\*Please add \$5.00 per document for electronic recording.**

Documents should be sent to our University Place office at:  
5350 Orchard Street W Suite 100  
University Place, WA 98467

- E. A search of the public records for Pierce County discloses no judgments against Lakewood Cinema Plaza, LLC  
F. which would constitute liens upon the premises described herein other than the following: NONE
- G. NOTE: There are no deeds affecting said land recorded within 24 months of the date of this report, EXCEPT:  
[202012221317](#) and [202012230279](#)
- H. NOTE: For Informational Purposes, the common street address for said premises is:

2510 S 84th St.  
Lakewood, WA 98499

Copies to:  
Puget Sound Title Company - Sara K. Graves  
Cascade Right-of-Way Services, Inc. - Brian Fagemess

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File No. 218854

WA ALTA Commitment For Title Insurance Schedule B II 8-1-16 (4-2-18)





**ALTA COMMITMENT FOR TITLE INSURANCE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

*Meagen C. Johnson*

Puget Sound Title - Tacoma  
5350 Orchard Street W., Suite 100  
University Place, WA 98467  
(253) 474-4747



*Frederick H. Eppinger*  
Frederick H. Eppinger  
President and CEO

*Denise Carraux*  
Denise Carraux  
Secretary

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)  
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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

## STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Effective Date: January 1, 2020

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES



Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

**STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents**

**WHAT DO/DOES THE Puget Sound Title - Tacoma DO WITH YOUR PERSONAL INFORMATION?**

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Puget Sound Title - Tacoma, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Puget Sound Title - Tacoma, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

**Sharing practices**

<b>How often do/does Puget Sound Title - Tacoma notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do/does Puget Sound Title - Tacoma protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do/does Puget Sound Title - Tacoma collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact Us**

If you have any questions about this privacy notice, please contact us at: Puget Sound Title - Tacoma, 5350 Orchard Street W., Suite 100, University Place, WA 98467

# CITY OF LAKEWOOD PURCHASE AND SALE AGREEMENT

THIS CITY OF LAKEWOOD PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into as of the Effective Date (defined in Section 32 below) by and between Lakewood Cinema Plaza, LLC, ("Seller") and CITY OF LAKEWOOD, a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter be collectively referred to as "Parties" or individually as a "Party."

## RECITALS

WHEREAS Seller is sole owner in fee simple of that certain parcels of real property in the City of Lakewood, Pierce County, Washington, legally described in attached **Exhibit A** ("Legal Descriptions and map")(hereinafter "Protected Property"; and

WHEREAS the Protected Property contains features consistent with the purposes and values described in chapter 84.34 of the Revised Code of Washington (hereinafter "RCW") and chapters 2.96 and 2.97 of the Pierce County Code (hereinafter "PCC") including, without limitation: (a) open spaces; (b) wildlife habitat areas; (c) streams; (d) wetlands; and (e) aquifer recharge and flood control areas ("Conservation Characteristics"); and

WHEREAS Seller desires to sell and convey the Protected Property to Purchaser and Purchaser desires to purchase and accept the same from Seller upon the terms, covenants and conditions set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

## AGREEMENT

**1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

**2. Purchase and Sale**

**2.1 Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, all of Seller's right, title and interest in and to the Protected Property.

**3. Purchase Price and Payment.** The total purchase price for the Protected Property shall be \$55,000.00 and shall be paid by Purchaser to Seller through escrow at Closing (defined in Section 15 below) by cashier's check, certified check or wire transfer of immediately available funds to Closing Agent (defined in Section 6 below).

#### **4. Due Diligence.**

**4.1 Due Diligence Review.** Purchaser's obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon Purchaser determining in its sole and absolute judgment and discretion it is satisfied with its due diligence review ("Due Diligence Review") of the Protected Property including, without limitation, the fair market value of the Protected Property and the environmental, geotechnical, land use and physical aspects thereof.

**4.2 Due Diligence Period.** Purchaser shall have THIRTY (30) calendar days after the Effective Date ("Due Diligence Period") within which to conduct its Due Diligence Review and to notify Seller in writing of its intention to proceed with its purchase of the Protected Property ("Notice to Proceed"). If Purchaser fails to timely deliver to Seller its Notice to Proceed, this Agreement shall automatically terminate, and the Parties shall thereafter have no further right or remedies under this Agreement except those that expressly survive termination hereof.

**4.3 Due Diligence Materials.** Seller shall provide to Purchaser, or make available to Purchaser for inspection, as soon as possible (but in any event no later than TEN (10) business days after the Effective Date) all materials specified below that are in Seller's possession or control ("Due Diligence Materials"). If Seller thereafter discovers any additional items that should have been included among the Due Diligence Materials, Seller shall promptly deliver them to Purchaser. The Due Diligence materials shall include: (a) copies of any existing and proposed easements, covenants, restrictions, agreements, or other documents that affect title to, or Seller's possession and/or use of, the Protected Property that are not disclosed in the Preliminary Commitment; (b) all reports, surveys, plats or plans that affect or relate to the Protected Property; (c) notice of any existing or threatened litigation that affect or relate to the Protected Property and copies of any pleadings with respect to that litigation; (d) all environmental assessment reports with respect to the Protected Property performed during the FIVE (5) years preceding the Effective Date or that are currently being performed by or for Seller; (e) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of hazardous materials (as defined under state and/or federal law) in, on, under or about the Protected Property and any other written information relating to the environmental condition or potential contamination thereof; and (f) any preliminary title insurance reports that affect or relate to the Protected Property.

**4.4 Right of Access.** During the Due Diligence Period, Purchaser and its agents, employees, appraisers, contractors and consultants shall be afforded reasonable access and entry onto the Protected Property to conduct such studies, tests, appraisals, investigations and inspections as are reasonably necessary to complete the Due Diligence Review. All such studies, tests, appraisals, investigations and inspections shall occur at Purchaser's sole cost and expense and shall be performed in a manner not unreasonably disruptive to Seller's possession, use or occupancy of the Protected Property. Purchaser shall repair any and all damage to the Protected Property caused by its studies, tests, appraisals, investigations and inspections and shall indemnify and hold Seller harmless from any claim, liability, loss or expense of any kind, type or nature whatsoever including, without

limitation, reasonable costs and attorney fees, asserted against Seller or the Protected Property arising out of or relating in any way to Purchaser's entry thereon; provided, however, that such repair and indemnification shall not cover any claims, demands, liabilities, liens, judgments, costs or expenses, including, without limitation, reasonable costs and attorney fees, attributable to pre-existing adverse conditions affecting the Protected Property or to Seller's sole conduct. Purchaser shall keep confidential all matters it may discover during its investigation and inspection of the Protected Property and, except as required by law, shall not disclose such matters to any third party, other than those assisting Purchaser in its Due Diligence Review, without Seller's prior written consent (and with written notice to Seller prior to any legally compelled disclosure). Unless expressly provided to the contrary elsewhere in this Agreement, Seller shall be under no obligation to correct any deficiency in the Protected Property identified by Purchaser during the Due Diligence Review.

**5. Seller's Disclosures.** The Protected Property constitutes "improved commercial real property" within the meaning of RCW 64.06.005(1) and RCW 64.06.013. Accordingly, within TEN (10) business days from the Effective Date, Seller shall deliver to Purchaser the disclosure statement contained in RCW 64.06.020 and Purchaser shall acknowledge receipt thereof in writing within FIVE (5) business days thereafter.

**6. Commitment for Title Insurance.** *Puget Sound Title-* The Parties have received from Puget Sound Title, 5350 Orchard St W., Ste 100 University Place, WA 98467 ("Closing Agent") a commitment for an ALTA standard owner's policy of title insurance covering the Protected Property issued by Stewart Title Guarantee Company, a Texas corporation, under Commitment No. XXXXXXXX-PC ("Commitment"). Within FIVE (5) business days after the Effective Date, Seller shall order from Closing Agent an update to the Commitment, together with complete and legible copies (to the extent they are available) of any recorded exceptions identified in Schedule B thereof, and shall request of Closing Agent that the update to the Commitment be completed and delivered to purchaser within FIVE (5) business days after Seller's request.

**7. Approval of Title.** Seller and Purchaser shall conduct their review and approval of title to the Protected Property in accordance with the procedures set forth in Sections 7.1 through 7.4 below.

**7.1 Purchaser's Title Cure Notice.** Purchaser shall have TEN (10) business days after receipt of the update to the Commitment within which to notify Seller in writing whether, in its sole and absolute judgment and discretion, Purchaser disapproves of any exception in Schedule B thereof ("Purchaser's Title Cure Notice"). All monetary liens, encumbrances or defects, if any, shall automatically be deemed disapproved. Purchaser's failure to deliver Purchaser's Title Cure Notice shall, subject to Section 7.4 below, constitute its unconditional approval of all exceptions in Schedule B except monetary liens, encumbrances and defects. Exceptions not disapproved by Purchaser shall be deemed "Permitted Exceptions."

**7.2 Seller's Title Cure Notice.** Seller shall have FIVE (5) business

days after receipt of Purchaser's Title Cure Notice within which to notify Purchaser in writing whether, in his sole and absolute judgment and discretion, Seller will cure or remove any exceptions disapproved by Purchaser pursuant to Section 7.1 above ("Seller's Title Cure Notice"). Notwithstanding Seller's discretion in the foregoing sentence, Seller shall remove on or before Closing all monetary liens, encumbrances or defects affecting the Protected Property. Except for monetary liens, encumbrances and defects, Seller's failure to deliver Seller's Title Cure Notice shall constitute Seller's election not to remove any such exceptions. Seller shall remove all exceptions it elects to remove on or before Closing.

**7.3 Purchaser's Title Termination Notice.** If Seller elects not to remove all exceptions disapproved by Purchaser pursuant to Section 7.1 above, Purchaser may, in its sole and absolute judgment and discretion, and not later than the expiration of the Due Diligence Period, elect to terminate this Agreement by written notice to Seller ("Purchaser's Title Termination Notice"), in which case this Agreement shall automatically terminate and neither Party shall have any further rights or remedies under this Agreement except those that expressly survive the termination hereof. If Purchaser fails to timely deliver Purchaser's Title Termination Notice, disapproved exceptions (except monetary liens, encumbrances and defects) that Seller has elected not to remove shall be deemed Permitted Exceptions.

**7.4 Supplemental Commitments.** If any supplement to the Commitment issued after the date of Purchaser's Title Cure Notice contains a lien, encumbrance or defect affecting the Protected Property not disclosed in the Commitment or any supplement thereto, or materially modifies a lien, encumbrance or defect contained in the Commitment or any supplement thereto, Purchaser shall be entitled to disapprove any such matter by written notice to Seller delivered within FIVE (5) business days after Purchaser's receipt of any such supplement. If Purchaser timely disapproves, the provisions of Sections 7.2 and 7.3 above shall apply, except Seller shall have only TWO (2) business days to deliver their notice to Purchaser and Purchaser shall have only TWO (2) business days following receipt of Seller's notice to make its election.

**8. Conveyance of Title.** Seller shall convey fee simple title to the Protected Property to Purchaser at Closing by statutory warranty deed ("Statutory Warranty Deed") substantially in the form set forth in attached **Exhibit B**, free and clear of all liens, encumbrances and defects except the Permitted Exceptions.

**9. Title Insurance Policy.** At Closing, or as soon thereafter as permitted by Closing Agent, Seller shall cause Closing Agent to issue to Purchaser an ALTA owner's standard coverage policy of title insurance covering the Protected Property ("Title Policy") in the full amount of the Purchase Price insuring, as of Closing, fee simple title to the Protected Property in Purchaser or Purchaser's assignee identified in Section 10 below, free and clear of all liens, encumbrances and defects except the Permitted Exceptions.

**10. Assignment of Contract Rights.** Purchaser intends to assign, upon terms and conditions acceptable to Purchaser in its sole and absolute judgment and discretion, some or all or of its rights, duties and/or liabilities under this Agreement to the City of Lakewood, a Washington municipal corporation ("Lakewood"), including, without limitation, the



obligation to pay all or a portion of the Purchase Price and the right to receive title to the Protected Property at Closing as grantee under the Statutory Warranty Deed. Upon Purchaser's election to make any such assignment to Lakewood, Purchaser's obligation to complete the transaction contemplated by this Agreement shall be subject to and conditioned upon Lakewood accepting said assignment from Purchaser; provided, that any termination by Purchaser of this Agreement pursuant to this Section 10 shall be conditioned on Purchaser paying the cost of cancelling the Commitment. Purchaser shall provide written notice to Seller of any such assignment and thereupon Seller shall: (a) deal directly with Lakewood with respect to the contract rights and duties assigned; and (b) be conclusively deemed to have released Purchaser from any obligation, liability, claim or demand of any kind, type or nature whatsoever arising out of or relating in any way to the contract rights and duties assigned. The foregoing sentence is not intended to relieve Purchaser of any obligations hereunder not assigned to Lakewood or to release Purchaser from its representations in Section 12.2 below, which shall survive termination, expiration or assignment of this Agreement.

**11. Conduct of Business.** From the Effective Date until Closing or earlier termination of this Agreement, Seller shall: (a) keep and maintain the Protected Property in a neat, clean, safe and sanitary order, condition and repair; (b) not materially violate or breach any applicable current and future zoning or land use laws, ordinances, rules or regulations applicable to the Protected Property, nor commit any waste or nuisance thereupon; (c) not enter into any new leases, contracts or other agreements relating to the Protected Property that have terms extending beyond Closing without Purchaser's prior written consent, which consent may be granted, withheld, conditioned or delayed by Purchaser in its sole and absolute judgment and discretion.

**12. Representations and Warranties.**

**12.1 By Seller.** Seller represents and warrants to Purchaser as follows:

**12.1.1 Authority.** Seller has full right, title, authority and capacity to execute and perform this Agreement and to consummate the transaction contemplated hereby;

**12.1.2 Litigation.** There are no actions, suits or proceedings pending or threatened against Seller in any court or before any administrative agency that might result in Seller being unable to consummate the transaction contemplated by this Agreement;

**12.1.3 Condemnation.** This Agreement is not made or entered into under the threat of condemnation of the Protected Property;

**12.1.4 Possessory Rights.** Except as disclosed by the title commitment, to the best of Seller's knowledge, the Protected Property is not subject to any encroachments, leases, tenancies, or rights of persons in possession;

**12.1.5 Personal Property.** Seller shall remove, at Seller's sole cost and expense, prior to Closing, all personal property located in, on, under or about the

Protected Property, any vehicles and/or other debris on the property.

**12.1.6 Unrecorded Encumbrances.** The Protected Property is not the subject of any unrecorded deeds of trust, real estate contracts or options, or any other encumbrances that are to remain unpaid after Closing;

**12.1.7 Hazardous Materials.** Seller has not received notification from any governmental agency that the Protected Property is, or may be, in violation of any environmental law or is, or may be, targeted for a Superfund cleanup site. To the best of Seller's knowledge, the Protected Property has not been used for dumping, as a landfill, waste storage, or disposal site, or for the storage or disposal of any chemicals, petroleum products, or hazardous or dangerous wastes or substances;

**12.1.8 Underground Storage Tanks.** Seller is unaware of any underground storage tanks; and

**12.1.9 Real Estate Brokers.** Seller has not had any contact or dealing regarding the Protected Property or the subject matter of this Agreement through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement. If Seller has had any dealings or communications with a broker or finder through which a claim for a commission or finder's fee is perfected, Seller shall be solely liable for payment of that commission or fee and shall indemnify, defend and hold Purchaser harmless from and against any liability, cost or damage (including costs and attorney fees), arising out of or in any way relating to that claim.

**12.1.10 Change in Circumstances.** If, prior to Closing, Seller becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement by Seller, then Seller shall promptly give written notice thereof to Purchaser. If Seller gives written notice of any such change, or if Purchaser otherwise has actual notice of any such change, Purchaser shall have the option to terminate this Agreement within TEN (10) business days from the date Purchaser receives written notice of the changed fact or circumstance (or the end of the Due Diligence Period, if later) and all of Seller's and Purchaser's obligations under Agreement shall terminate, except those that expressly survive a termination hereof.

**12.2 By Purchaser.** Purchaser represents and warrants to Seller as follows:

**12.2.1 Authority.** Purchaser has full right, title, authority and capacity to execute and perform this Agreement and to consummate the transaction contemplated hereby and the individual(s) who on Purchaser's behalf execute and deliver this Agreement and all documents to be delivered to Seller hereunder are and shall be authorized to do so;

**12.2.2 Litigation.** There is no litigation pending or, to Purchaser's knowledge, threatened, against Purchaser before any court or administrative agency which might result in Purchaser being unable to consummate the transactions contemplated by this Agreement;

**12.2.3 Condemnation.** This Agreement is not made or entered into under the threat of condemnation of the Protected Property;

**12.2.4 Council Approval.** Purchaser has received all necessary governmental approvals and funding authorizations to purchase the Protected Property. The foregoing notwithstanding, Seller acknowledges Purchaser may, in its sole and absolute judgment and discretion, terminate this Agreement if, prior to Closing, the Lakewood City Council withdraws its approval and/or funding authorization for the purchase of the Protected Property.

**12.2.5 Conservation Purposes.** Purchaser is acquiring the Protected Property solely for conservation and open space purposes consistent with chapter 84.34 of the Revised Code of Washington and chapters 2.96 and 2.97 of the Pierce County Code.

**12.2.6 Receiving Agency Affidavit.** Lakewood is a Public Receiving Agency as defined in Section 2.97.020 of the Pierce County Code and has executed and delivered to Purchaser a Receiving Agency Affidavit declaring its willingness to take and hold title to the Protected Property in perpetuity as open space land for and on behalf of the public.

**12.2.7 Real Estate Brokers.** Purchaser has not had any contact or dealing regarding the Protected Property or the subject matter of this Agreement through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement. If Purchaser has had any dealing or communication with a broker or finder through which a claim for a commission or finder's fee is perfected, Purchaser shall be solely liable for payment of that commission or fee and shall indemnify, defend and hold Seller harmless from and against any liability, cost or damage (including costs and attorney fees), arising out of or in any way relating to that claim.

**12.2.8 Change in Circumstances.** If, prior to Closing, Purchaser becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement by Purchaser, then Purchaser shall promptly give written notice thereof to Seller. If Purchaser gives written notice of any such change, or if Seller otherwise has actual notice of any such change, Seller shall have the option to terminate Purchase & Sale Agreement

this Agreement within TEN (10) business days from the date Seller receives written notice of the changed fact or circumstance (or the end of the Due Diligence Period, if later) and all of Seller's and Purchaser's obligations under this Agreement shall terminate, except those that expressly survive a termination hereof.

**12.3 Other Representations and Warranties.** Seller and Purchaser acknowledge and agree, except as may be expressly provided to the contrary elsewhere in this Agreement or in the Disclosure Statement described in Section 5 above, neither Party has made any statement, representation, warranty or agreement as to any matter concerning the Protected Property or the suitability thereof for Purchaser's intended uses and that Purchaser has made or will make its own independent inspection and investigation of the Protected Property and is acquiring the same in their present, "AS-IS" condition.

**13. Foreign Investment in Real Property Tax Act.** If requested by Closing Agent, the Parties agree to comply in all respects with the Foreign Investment in Real Property Tax Act (hereinafter "FIRPTA"), as set forth in Section 1445 of the Internal Revenue Code and the regulations issued thereunder.

**14. Conditions Precedent to Closing.**

Purchaser's Conditions. Purchaser's obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon satisfaction or waiver of each of the following conditions precedent:

**14.1.1 Due Diligence Review.** Purchaser's timely issuance of the Notice to Proceed pursuant to Section 4 above;

**14.1.2 Title Policy.** Closing Agent's commitment to issue the Title Policy described in Section 9 above;

**14.1.3. Closing Deliveries.** Seller delivery to Closing Agent, on or before Closing, of the instruments, documents and monies described in Sections 16.1 and 16.2 below;

**14.1.4 Receiving Agency Agreement.** Purchaser having entered into an agreement with Lakewood acceptable to Purchaser in its sole and absolute judgment and discretion outlining the terms, covenants, conditions and restrictions upon which Lakewood shall: (a) accept Purchaser's assignment of some or all of Purchaser's rights, duties and/or liabilities under this Agreement including, without limitation, payment of all or a portion of the Purchase Price; and (b) take and hold title to the Protected Property in perpetuity as open space land for and on behalf of the general public; and

**14.1.5 Other Conditions.** Satisfaction or waiver, on or before Closing of all other conditions to Closing for the benefit of Purchaser as set forth in this Agreement.

**14.2 Seller's Conditions.** Seller' obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon satisfaction or waiver of each of the following conditions precedent:

**14.2.1 Closing Deliveries.** Purchaser's delivery to Closing Agent, on or before Closing, of the instruments, documents and monies described in Section 16.3 below;

**14.2.2 Other Conditions.** Satisfaction or waiver, on or before the Closing, of all other conditions to Closing for the benefit of Seller as set forth in this Agreement.

**14.3 Failure or Waiver of Conditions Precedent.** If any of the conditions precedent set forth in this Section 14 are not satisfied or waived by the Party intended to be benefited thereby, this Agreement shall automatically terminate and neither Party shall have any further rights or remedies against the other, except those that expressly survive termination hereof. The foregoing notwithstanding, either Party may, in its or his sole and absolute judgment and discretion, at any time or times on or before the date (and, if indicated, the time) specified for the satisfaction of the condition, waive in writing the benefit of any condition precedent.

**15. Closing; Possession.** "Closing" shall mean the date upon which the Statutory Warranty Deed is recorded by Closing Agent and the proceeds of sale are legally available for disbursement to Seller. Closing shall take place at the offices of Closing Agent, or at such other place as Seller and Purchaser may mutually agree in writing, within THIRTY (30) calendar days after Purchaser's waiver or satisfaction of the Due Diligence Review, but in no event later than November 30, 2021 ("Outside Closing Date"). Seller and Purchaser agree to execute and deliver to Closing Agent such closing escrow instructions as may be necessary to implement and coordinate Closing. Purchaser shall be entitled to possession of the Protected Property at Closing. If this transaction fails to close by the Outside Closing Date, the non-defaulting Party (or in the event the failure to close is not due to the default of a party, then either Party) may terminate this Agreement by giving written notice of the same to the other Party, and neither Party shall have any further rights or remedies under this Agreement except those that expressly survive termination hereof.

**16. Closing Deliveries.** On or before closing the following shall be delivered to Closing Agent: Sara Graves

**16.1 By Seller.** (a) the Statutory Warranty Deed, duly executed and acknowledged; (b) a Real Estate Excise Tax Affidavit relating to the Statutory Warranty Deed, duly executed; (c) a FIRPTA no foreign affidavit (if required by Closing Agent), duly executed and acknowledged; and (d) all other instruments, documents and monies required by this Agreement and/or Closing Agent on or following Closing to consummate the transaction contemplated hereby.

**16.2 By Purchaser.** (a) a Real Estate Excise Tax Affidavit relating to the Statutory Warranty Deed, duly executed; (b) the Purchase Price; and (c) all other Purchase & Sale Agreement

instruments, documents and monies required by this Agreement and/or Closing Agent on or following Closing to complete the transaction contemplated hereby.

**17. Closing Costs; Prorations.**

**17.1 Seller's Closing Costs.** Seller shall pay: (a) the Real Estate Excise Tax due at Closing; (b) his own attorney fees; and (c) all other costs and expenses allocated to Seller under this Agreement.

**17.2 Purchaser's Closing Costs.** Purchaser shall pay: (a) the cost of recording the Statutory Warranty Deed; (b) escrow fees; (c) the premium for the Title Policy (d) its own attorney fees; and (e) all other costs and expenses allocated to Purchaser under this Agreement.

**17.3 Prorations; Adjustments.** Any liens, assessments or charges imposed by law upon the Protected Property shall be prorated as of Closing, with such prorations to be a final settlement between the Parties. Seller and Purchaser agree, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual receipt of funds or a compilation of information upon which such prorations or adjustments are to be based, each of them will, upon a proper accounting, pay to the other such amounts as may be necessary such that Seller shall receive the benefit of all income and shall pay all expenses of the Protected Property prior to Closing and Purchaser shall receive all income and shall pay all expenses of the Protected Property after Closing. If Purchaser receives any bill or invoice which relates to periods prior to Closing, Purchaser shall refer such bill to Seller and Seller shall pay, promptly upon receipt, such portion of the bill or invoice as relates to the period prior to Closing. If Seller does not pay such bill in a timely manner, Purchaser may, at its option, pay such bill or invoice and Seller shall become and remain liable to Purchaser for the full amount thereof until paid.

**18. Risk of Loss; Change in Condition.** Risk of loss of or damage to the Protected Property shall be borne by Seller until Closing and risk of loss of or damage to the Protected Property shall be borne by Purchaser thereafter. In the event of a material loss of or damage to the Protected Property prior to Closing, or in the event of a material adverse change in the condition thereof prior to Closing, Seller shall promptly notify Purchaser in writing. Purchaser may elect in its sole and absolute judgment and discretion, by notice in writing to Seller within TEN (10) calendar days after receipt of Seller's notice or, if Seller does not notify Purchaser, within TEN (10) calendar days after the time Purchaser otherwise has actual notice of the material loss or damage or material adverse change, either to terminate this Agreement or to purchase the Protected Property in the condition existing at Closing. If Purchaser does not give such notice, Purchaser shall be deemed to have elected to proceed with the purchase.

**19. Condemnation.** If, prior to Closing all, or any portion of, the Protected Property is taken by, or made subject to, condemnation, eminent domain or other governmental acquisition proceedings, then Purchaser, in its sole and absolute judgment and

discretion, may elect either: (a) to terminate this Agreement by written notice to Seller given within FIVE (5) calendar days after Seller's receipt of written notice of such action, whereupon neither Party shall have any further rights or duties under this Agreement except those which expressly survive termination hereof; or (b) to agree to close and deduct from the Purchase Price an amount equal to any sum paid to Seller for such governmental acquisition.

**20. Notices.** Notices shall be in writing and sent by either: (a) United States mail, return receipt requested; (b) recognized overnight courier; or (c) facsimile. Notices shall be deemed delivered on the earlier of: (a) three (3) business days after deposit in the United States mail; (b) the delivery date as shown in the delivery records of the overnight courier; or (c) the date of confirmed receipt by the recipient's fax:

To Seller: Lakewood Cinema Plaza, LLC  
C/o Dennis P. Zentil  
2219 Mapleleaf Ave.  
Newbury Park, CA 91320

To Lakewood: City of Lakewood  
ATTN: Mary Dodsworth, Parks & Recreation  
6000 Main Street SW  
Lakewood, WA 98499  
Telephone: 253-983-7741  
Facsimile: 253-589-3774  
Email: mdodsworth@cityoflakewood.us

Copy to: Lakewood City Attorney  
ATTN: Heidi Ann Wachter  
6000 Main Street SW  
Lakewood, WA 98499  
Telephone: 253-983-7704  
Facsimile: 253-589-3774

To Closing Agent: Puget Sound Title Company  
(Title) ATTN: Meagen Johnson  
5350 Orchard Street W  
University Place, WA 98467  
Telephone: (253) 474-4747

To Closing Agent: Puget Sound Title Company  
(Escrow) ATTN: Sara Graves  
5350 Orchard Street W  
University Place, WA 98467  
Telephone: (253) 474-4747

Any Party, by written notice to the other in the manner herein provided, may designate an  
Purchase & Sale Agreement

address different from that set forth above. Any notices sent by a party's attorney on behalf of such Party shall be deemed delivered by such Party. **NOTICE: Electronic mail addresses provided above are for convenience only and do not constitute a valid method for providing notice pursuant to this Agreement.**

**21. Default; Remedies.** If either Seller or Purchaser defaults in the performance of any material term, covenant and/or condition of this Agreement, the non-defaulting Party may seek: (a) specific performance of this Agreement and/or damages; or (b) rescission of this Agreement; or (c) all other remedies available at law and equity.

**22. Attorney Fees; Venue.** The substantially prevailing Party in any action or proceeding between the Parties for the construction, interpretation or enforcement of this Agreement shall be entitled to recover reasonable costs and attorney fees (including, without limitation, reasonable costs and attorney fees incurred in appellate proceedings, or in any action or participation in, or in connection with, any case or proceeding under the Bankruptcy Code, and expenses for witnesses, including expert witnesses), in addition to all other relief to which the substantially prevailing Party may be entitled. The venue of any action arising out of or relating to this Agreement shall be in the Superior Court of Pierce County, Washington.

**23. Negotiation and Construction.** This Agreement was negotiated by the Parties with the assistance of their own legal counsel and shall be construed and interpreted according to its fair meaning and not strictly for or against either Party. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington.

**24. Title/Escrow Cancellation.** If this Agreement is terminated for any reason other than the default of Seller, Purchaser shall pay the cost (if any) charged by Closing Agent to cancel the Commitment and/or close the escrow.

**25. Time.** Time is of the essence of this Agreement and of every term and provision hereof.

**26. Entire Agreement; Modification.** This Agreement constitutes the entire agreement of the Parties with respect to the Protected Property and supersedes all written or oral agreements or understandings, if any. This Agreement may be modified only in writing signed by all Parties.

**27. Date of Performance.** If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day.

**28. Cost of Performance.** Except as otherwise expressly provided in this Agreement, all covenants, agreements and undertakings of a Party shall be performed at the sole cost and expense of that Party without a right of reimbursement or contribution from the other Party.



**29. Survival of Provisions; Binding Effect.** The covenants, representations, agreements, terms and provisions contained in this Agreement shall survive Closing and shall not be deemed to have merged with or into the Statutory Warranty Deed. This Agreement shall be binding upon and shall inure to the benefit of the Parties and upon their heirs, successors and assigns.

**30. Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

**31. Exhibits.** The following exhibits are attached to this Agreement and by this reference incorporated herein as if fully set forth:

**Exhibit A** -- Legal Description of Protected Property

**Exhibit B** -- Statutory Warranty Deed

**32. Effective Date.** The "Effective Date" of this Agreement shall be the date upon which Purchaser's County Executive (who shall be the last person to sign) shall have executed this Agreement as indicated opposite his name below.

***[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]***



**PURCHASER'S SIGNATURE PAGE**

CITY OF LAKEWOOD, a municipal corporation and political subdivision of the state of Washington:

Approved as to legal form only:

By: \_\_\_\_\_  
City Manager  
John J. Caulfield Date

Approved for final action only:

By: \_\_\_\_\_  
City Attorney  
Heidi Ann Wachter Date

By: \_\_\_\_\_  
City Clerk  
Briana Schumacher Date

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ a municipal corporation and political subdivision of the state of Washington, described in and that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Signature  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Washington, residing at: \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_

Purchase & Sale Agreement

EXHIBIT A  
PARCEL NO. 0320311051

ALL THAT PORTION OF SITE A, WARDS LAKE RETAIL CENTER BINDING SITE PLAN, ACCORDING TO A SURVEY RECORDED MARCH 1, 1989 UNDER RECORDING NUMBER 8903010409, RECORDS OF PIERCE COUNTY WASHINGTON AUDITOR, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT THE SOUTHWEST CORNER OF SITE A OF SAID BINDING SITE PLAN;

THENCE ALONG THE WEST LINE THEREOF, NORTH 01° 00' 07" EAST, 157.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87° 52' 00" EAST, 382.29 FEET;

THENCE SOUTH 45° 08' 00" EAST, 439.00 FEET;

THENCE SOUTH 00° 09' 00" EAST, 307.43 FEET;

THENCE SOUTH 45° 08' 00" EAST, 300.00 FEET;

THENCE SOUTH 26° 06' 00" EAST, 44.00 FEET;

THENCE SOUTH 00° 35' 00" EAST, 118.00 FEET TO A POINT ON THE LINE BETWEEN SITES C AND I OF SAID BINDING SITE PLAN AND THE TERMINUS OF SAID LINE, SAID TERMINUS BEING SOUTH 89° 59' 08" WEST, 32.37 FEET ALONG SAID COMMON LINE, FROM THE SOUTHWEST CORNER OF SITE H OF SAID BINDING SITE PLAN.

CONTAINING 51,913 SQUARE FEET, MORE OR LESS.

09/10/2021



EXHIBIT A  
PARCEL NO. 0320315018

ALL THAT PORTION OF SITE B, WARDS LAKE RETAIL CENTER BINDING SITE PLAN, ACCORDING TO A SURVEY RECORDED MARCH 1, 1989 UNDER RECORDING NUMBER 8903010409, RECORDS OF PIERCE COUNTY WASHINGTON AUDITOR, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT THE SOUTHWEST CORNER OF SITE A OF SAID BINDING SITE PLAN;

THENCE ALONG THE WEST LINE THEREOF, NORTH 01° 00' 07" EAST, 157.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87° 52' 00" EAST, 382.29 FEET;

THENCE SOUTH 45° 08' 00" EAST, 439.00 FEET;

THENCE SOUTH 00° 09' 00" EAST, 307.43 FEET;

THENCE SOUTH 45° 08' 00" EAST, 300.00 FEET;

THENCE SOUTH 26° 06' 00" EAST, 44.00 FEET;

THENCE SOUTH 00° 35' 00" EAST, 118.00 FEET TO A POINT ON THE LINE BETWEEN SITES C AND I OF SAID BINDING SITE PLAN AND THE TERMINUS OF SAID LINE, SAID TERMINUS BEING SOUTH 89° 59' 08" WEST, 32.37 FEET ALONG SAID COMMON LINE, FROM THE SOUTHWEST CORNER OF SITE H OF SAID BINDING SITE PLAN.

CONTAINING 106,471 SQUARE FEET, MORE OR LESS.

09/10/2021



EXHIBIT A  
PARCEL NO. 0320311060

ALL THAT PORTION OF SITE C, WARDS LAKE RETAIL CENTER BINDING SITE PLAN, ACCORDING TO A SURVEY RECORDED MARCH 1, 1989 UNDER RECORDING NUMBER 8903010409, RECORDS OF PIERCE COUNTY WASHINGTON AUDITOR, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT THE SOUTHWEST CORNER OF SITE A OF SAID BINDING SITE PLAN;

THENCE ALONG THE WEST LINE THEREOF, NORTH 01° 00' 07" EAST, 157.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87° 52' 00" EAST, 382.29 FEET;

THENCE SOUTH 45° 08' 00" EAST, 439.00 FEET;

THENCE SOUTH 00° 09' 00" EAST, 307.43 FEET;

THENCE SOUTH 45° 08' 00" EAST, 300.00 FEET;

THENCE SOUTH 26° 06' 00" EAST, 44.00 FEET;

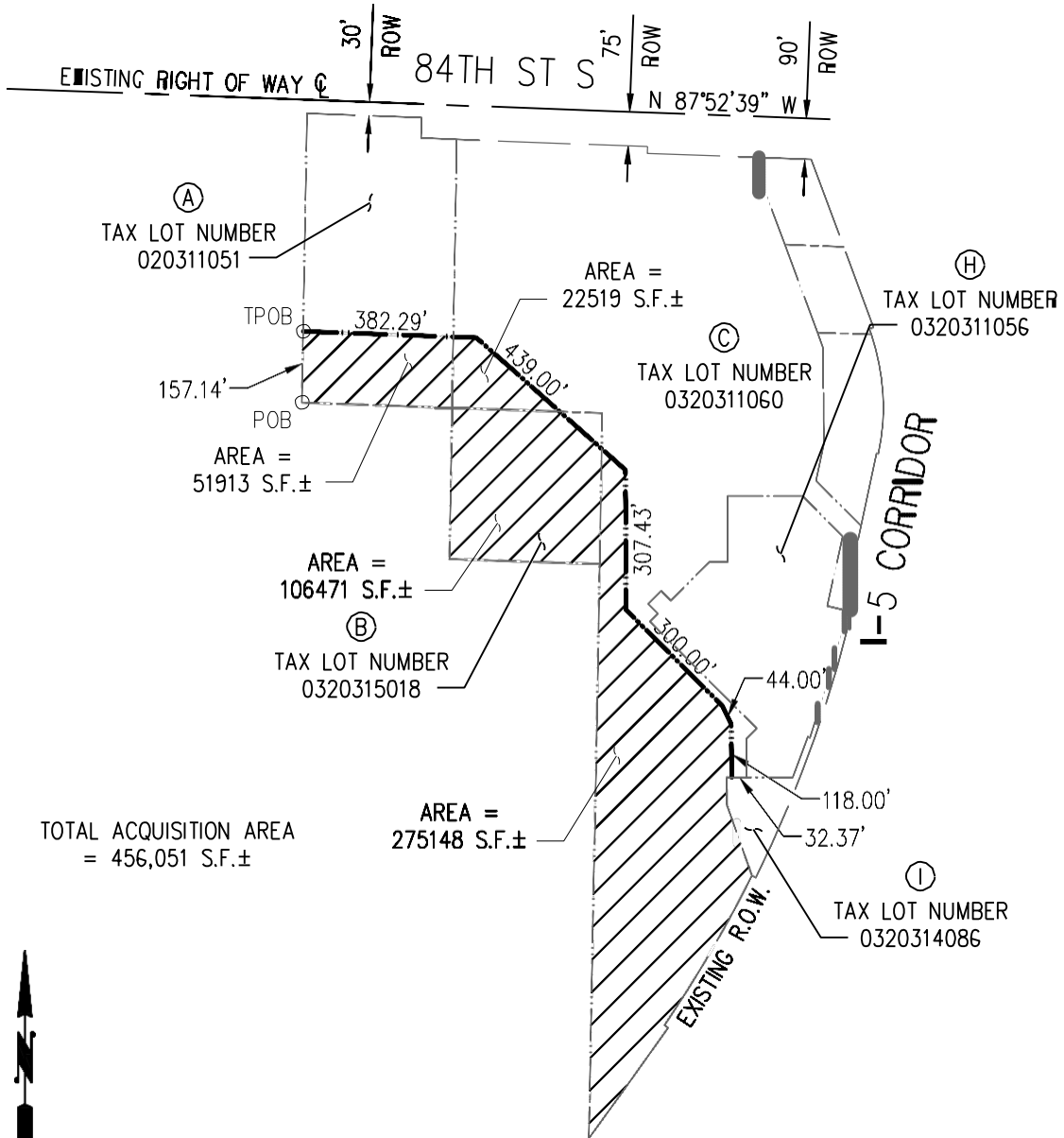
THENCE SOUTH 00° 35' 00" EAST, 118.00 FEET TO A POINT ON THE LINE BETWEEN SITES C AND I OF SAID BINDING SITE PLAN AND THE TERMINUS OF SAID LINE, SAID TERMINUS BEING SOUTH 89° 59' 08" WEST, 32.37 FEET ALONG SAID COMMON LINE, FROM THE SOUTHWEST CORNER OF SITE H OF SAID BINDING SITE PLAN.

CONTAINING 297,667 SQUARE FEET, MORE OR LESS.

09/10/2021



NE 1/4 AND SE 1/4, SEC. 31, T. 20 N., R. 3 E., W.M.



N.T.S.

DATE: AUGUST 31, 2021

FILE: ACQUISITION.DWG

**KPG**

Interdisciplinary Design

3131 Elliott Ave  
Suite 400  
Seattle, WA 98121  
(206) 286-1640

2502 Jefferson Ave  
Tacoma, WA 98402  
(253) 627-0720  
www.kpg.com

EXHIBIT A  
PARCELS 0320311051, 0320315018, AND 0320311060  
ACQUISITION AREA

**EXHIBIT B Statutory  
Warranty Deed  
(FORM ONLY -- DO NOT SIGN)**

WHEN RECORDED RETURN TO:

City of Lakewood  
Briana Schumacher, City Clerk  
6000 Main Street SW  
Lakewood, WA 98499

**WASHINGTON COUNTY AUDITOR/RECORDER  
INDEXING FORM**

**Document Title:** STATUTORY WARRANTY DEED

**Grantor:** Lakewood Cinema Plaza, LLC

**Grantee:** CITY OF LAKEWOOD, a Washington municipal  
corporation

**Abbreviated Legal:**

**Parcel Number(s): 0320311051, 0320315018, 0320311060**







**PIERCE COUNTY CONSERVATION FUTURES  
STEWARDSHIP AGREEMENT AND DECLARATION OF  
RESTRICTIVE COVENANTS**

THIS PIERCE COUNTY CONSERVATION FUTURES STEWARDSHIP AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made and entered into as of the Effective Date (defined in Section 26 below) by and between CITY OF LAKEWOOD, a Washington municipal corporation ("Sponsor") and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington ("Pierce County"). Sponsor and Pierce County may hereinafter be referred to collectively as "the Parties" or individually as a "Party."

**RECITALS**

WHEREAS Sponsor is sole owner in fee simple of that certain parcel real property in Pierce County, Washington, legally described in **Exhibit A** attached hereto and by this reference incorporated herein ("Protected Property"); and

WHEREAS the Protected Property includes Pierce County Tax Parcel No. PARCEL NO. 0320311051; PARCEL NO. 0320315018; and PARCEL NO. 0320311060, containing approximately 10.47 acre(s), and located in Lakewood, Pierce County, Washington, and was previously owned by Lakewood Cinema Plaza, LLC, and

WHEREAS Sponsor acquired title to the Protected Property in part with funds from Pierce County's Conservation Futures Fund in exchange for its promise to hold title thereto in perpetuity as open space land for and on behalf of the general public in accordance with the terms of this Declaration; and

WHEREAS the Protected Property contains significant elements, features, attributes and amenities of great importance to Sponsor, Pierce County, the people of Pierce County and the state of Washington, described in and designated for protection under chapter 84.34 of the Revised Code of Washington ("RCW") and chapters 2.96 and 2.97 of the Pierce County Code ("PCC") including, without limitation: (a) open spaces; and (b) wetlands (collectively "Conservation Characteristics"); and

WHEREAS the Parties desire to establish in this Declaration the terms, covenants and conditions under which Sponsor shall use and manage the Protected Property and to impose upon the Protected Property such restrictive covenants as are necessary to protect, preserve, maintain, improve, restore, limit the future development and use of and otherwise conserve, in perpetuity, the Protected Property and its Conservation Characteristics.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Sponsor and Pierce County hereby agree as follows:

## A G R E E M E N T

**1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

**2. Restrictive Covenants; Purpose.**

**2.1 Restrictive Covenants.** Sponsor hereby declares that the terms, covenants and conditions of this Declaration shall, pursuant to Chapter 84.34 RCW and Chapter 2.97 PCC: (a) constitute restrictive covenants and/or equitable servitudes running with the Protected Property in perpetuity in fulfillment of the legal and contractual obligations of Sponsor with respect thereto; and (b) forever bind Sponsor and its successors-in-interest.

**2.2 Purpose.** The intention and purpose of the Parties (collectively "the Purpose") in executing, delivering and performing this Declaration is: (a) to ensure the Protected Property is held by Sponsor and its successors-in-interest in perpetuity as open space land so as to protect, preserve, maintain, conserve, enhance and improve its Conservation Characteristics; and (b) to prevent any use of the Protected Property that will damage or destroy its Conservation Characteristics or prevent their maintenance, restoration or enhancement.

**3. Stewardship.** Sponsor agrees for itself and its successors-in-interest to use and manage the Protected Property in perpetuity in accordance with the Purpose, this Declaration and all Applicable Laws (defined in Section 4.1 below).

**4. Obligations to Protect and Provide Public Access - Permitted Uses.**

**4.1 Obligation to Protect.** Sponsor shall use the Protected Property in accordance with: (a) all applicable federal, state, county and local laws, rules, regulations and standards (collectively "Applicable Laws"); (b) the Property Management Plan (as defined in and consistent with Section 7 below); and (c) this Declaration; so as to forever protect, preserve, maintain, conserve, enhance and improve the Conservation Characteristics thereof.

**4.2 Obligation to Provide Public Access.**

**4.2.1** Sponsor shall have 90 days from Closing the acquisition of the Protected Property to ensure that the Protected Property is opened to public access. Sponsor shall identify and submit to Pierce County a map depicting the location of at least one public access opportunity which shall serve as interim access until long-term public access opportunities consistent with Sponsor's goal of creating a walking trail system to connect open space lands are developed by Sponsor.

**4.2.2** Within three (3) years of acquiring the Protected Property, Sponsor shall submit to Pierce County a detailed passive recreational plan. At a minimum, public access to the Protected Property shall include, but not be limited to passive recreational activities such as: (a) hiking and trail-walking; (b) wildlife viewing; and (c) nature

study and shall provide the public regular access to the Protected Property consistent with the requirements of Pierce County Code, the Administrative Guidelines, the Purpose, this Declaration and the Property Management Plan. Provided, however, this Agreement shall not be interpreted to obligate Sponsor to develop recreational infrastructure.

**4.2.3** In the event that the Sponsor anticipates submitting a Property Management Plan that will involve limitations on regular public access to protect sensitive natural areas, Sponsor shall identify and explain in writing any potential conflicts between providing public access to the Protected Property and Sponsor's activities and other Conservation Futures priorities for the Protected Property and submit Sponsor's request for Pierce County's approval of limitations on public access within 120 days of the Effective Date of this Declaration..

**4.3 Acknowledgements, Written Materials and Signs.** Sponsor may, at its sole cost and expense, elect to create written materials and/or erect signs describing the Protected Property or any past, present or future Conservation Futures projects related thereto. If Sponsor shall make such an election, all such written materials and signs shall comply with the Purpose, this Declaration and all Applicable Laws and shall include an express acknowledgement of the role played by the Pierce County Conservation Futures program in acquiring the Protected Property. Sponsor shall coordinate with Pierce County regarding language to describe the County's Conservation Futures Program to be included in such express acknowledgments. In addition, all signs placed upon the Protected Property shall be: (a) prominently placed upon Protected Property in full view of the general public; and (b) designed to harmonize with the aesthetic features of the Protected Property.

## **5. Prohibited Uses and Restrictions on Permitted Uses.**

**5.1 General.** Any use of, or activity on, the Protected Property inconsistent with the Purpose, this Declaration or any Applicable Law is prohibited and Sponsor acknowledges and agrees it will not knowingly conduct, engage in, or permit any such use or activity.

**5.2 No Conversion to Incompatible Uses.** Sponsor shall not convert the Protected Property to any residential, commercial or industrial development or use or to any other use that is incompatible with the Purpose, this Declaration or any Applicable Laws.

**5.3 Land Division.** Sponsor shall not further subdivide or partition the Protected Property, whether by physical or legal process, including, without limitation: (a) subdivision; (b) short subdivision; (c) platting; (d) binding site plan; (e) testamentary division; or (f) other process by which the Protected Property is divided into lots, or in which title to different portions of the Protected Property are not held in unified ownership (collectively "Land Division"), without the prior written consent of Pierce County, which consent may be granted, withheld, conditioned or delayed by Pierce County in its sole and

absolute judgment and discretion, and then only for purposes, and in a manner, consistent with the Purpose, this Declaration and all Applicable Laws.

#### **5.4 Limitations on Natural Resource Use.**

**5.4.1 Aquatic Products.** Sponsor shall not engage in, or permit others to engage in, the commercial production of cultivated marine or freshwater aquatic products.

**5.5 Limitations on Mining.** Sponsor shall not conduct, engage in, or permit the commercial mining or commercial extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method. Sponsor may conduct or engage in mineral extraction if such extraction is not accomplished by any surface mining method and the method of extraction has a limited, localized impact on the land that does not damage, impair or endanger the Conservation Characteristics of the Protected Property. No extraction permitted pursuant to this Section 5.5 shall occur without prior written notice to and consent of Pierce County and such notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof.

**5.6 No Significant Erosion or Pollution.** Sponsor shall not knowingly engage in any use or activity that causes or is likely to cause significant soil degradation or erosion or significant contamination or pollution of any soils or surface or subsurface waters on the Protected Property.

**5.7 Forest Health and Timber Management.** Sponsor may not conduct, engage in, or permit commercial forest management on the Protected Property; provided, timber management solely for purposes of forest health is permitted if in accordance with recommendations as described in a Forest Management Plan to be filed with Pierce County. The Forest Management Plan may be incorporated into the Property Management Plan described in Section 7 below. Forest management on the Protected Property shall meet the Pierce County Forest Practices requirements set forth in Title 18H PCC.

**5.8 Limitations on Waste Disposal.** Sponsor shall not accumulate and store ashes, garbage or other waste on the Protected Property. Nor shall Sponsor knowingly dispose of or Release (or knowingly permit the disposal or release of) any Hazardous Substance on the Protected Property. The term “Release” shall mean any release, generation, treatment, disposal, dumping, burying, or abandonment. The term “Hazardous Substance” shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product. The term “Hazardous Substances” shall not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied in accordance with

all Applicable Laws. No storage of Hazardous Substances shall be allowed on the Protected Property.

**5.9 No Compensatory Mitigation.** The creation, enhancement, restoration or preservation of wetlands, fish or wildlife habitat, or other natural resources for the purpose of, directly or indirectly, compensating for or mitigating resource losses or damages in any way associated with actual or potential impacts of development except for impacts caused by Sponsor on the Protected Property (“Compensatory Mitigation”) is prohibited on the Protected Property. Compensatory Mitigation includes, but is not limited to, mitigation banking, conservation banking, and any other sale or exchange of mitigation credits based on the creation, restoration, enhancement and/or preservation of such natural resources within the Protected Property.

## **6. Transfers by Sponsor.**

**6.1 Definition.** “Transfer” includes, but is not limited to: (a) any sale, grant, lease, hypothecation, encumbrance, assignment or conveyance of the Protected Property, or any portion thereof or interest therein; (b) any transaction the purpose of which is to effect a sale, grant, hypothecation, encumbrance, assignment or conveyance of the Protected Property, or any portion thereof or interest therein; or (c) any legal proceeding the purpose of which is to effect a taking of the Protected Property, or any portion thereof or interest therein.

**6.2 Limitations on Transfers.** Sponsor shall not effect a Transfer except to a city, town, federally recognized Indian tribe, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW 64.04.130, or nonprofit nature conservancy corporation or association as defined in RCW 84.34.250, without the prior written consent of Pierce County, which consent may be granted, withheld, conditioned or delayed by Pierce County in its sole and absolute judgment and discretion.

**6.3 Notice; Binding Effect.** Sponsor shall give Pierce County written notice of not less than SIXTY (60) calendar days and not more than ONE HUNDRED TWENTY (120) calendar days prior to the date of any Transfer. In addition, any deed or other legal instrument effecting a Transfer shall: (a) expressly provide that the new owner of the Protected Property shall be subject to and strictly bound by all of the terms, covenants and conditions of this Declaration; and (b) incorporate therein the terms, covenants and conditions of this Declaration by express reference. The failure of Sponsor to perform any act required by this Section 6.3 shall not impair the validity of this Declaration or limit its enforceability in any way.

**7. Property Management Plan.** Sponsor shall, within ONE (1) year from the Effective Date, prepare and deliver to Pierce County a comprehensive written plan consistent with the requirements of Pierce County Code and the Administrative Guidelines that describes in detail (a) how Sponsor will maintain or steward the Protected Property over time; and (b) how Sponsor will implement and monitor activities associated with the

Conservation Futures Priorities described in Sponsor's application for Conservation Futures Funding (hereinafter "Property Management Plan").

The Property Management Plan shall address, at a minimum, the following:

**7.1** Long-term management goals for the Protected Property (desired future conditions);

**7.2** Activities related to Sponsor's project goals of enhancing community access to Wards Lake Park, creating recreational opportunities, preserving open space and wetlands and restoring habitat, including but not limited to:

(a) improvements to stormwater management on and adjacent to the property to limit impacts to existing wetland and lake habitats;

(b) regular and ongoing control of invasive terrestrial and aquatic vegetation;

(c) regular removal of trash;

(d) regular water quality monitoring on the property and associated public education activities;

(e) recruitment and encouragement of volunteers from the community to assist with management of the Protected Property;

**7.3** Program for monitoring the Protected Property in perpetuity in accordance with the standards and practices that deliver at least a level of monitoring equivalent to the level delivered by the standards and practices of the nationally recognized Land Trust Alliance;

**7.5** Provision of public access opportunities on the Protected Property consistent with Section 4.2;

**7.6** Maps including: (i) a U.S. Geological Survey quadrant map or recent aerial photo and county assessor's parcel map; (ii) a map showing all human-made and natural features; and (iii) the location of public access and use areas.

**7.7** Implementation timeline and budget that identifies the source of funding for elements of the Plan.



## **8. Maintenance; Reporting.**

**8.1 Maintenance.** Sponsor shall, at its sole cost and expense, keep and maintain the Protected Property, together with any improvements or alterations in, on, under or about the Protected Property, in a good and sound state of repair and in a neat, clean, safe and sanitary condition in accordance with the Purpose, all Applicable Laws and this Declaration.

**8.2 Reporting.** Sponsor shall, at least once every THREE (3) years from the Effective Date, issue to Pierce County a comprehensive written report documenting the then physical condition of the Protected Property, any improvements or alterations to the Protected Property, and Sponsor's compliance with Section 4.1 above.

**9. Pierce County's Rights.** To accomplish the Purpose, Pierce County shall have the following rights under this Declaration:

**9.1 Protection.** Pierce County shall have the right to identify, protect, preserve, maintain, improve, restore and conserve, in perpetuity, the Conservation Characteristics of the Protected Property.

**9.2 Access.** To enter upon the Protected Property at such other times as are necessary if there is reasonable cause to believe that a violation of this Declaration is occurring, solely for the purposes of enforcing the provisions of this Declaration. Prior to entry, Pierce County shall provide notice to Sponsor and shall describe the reasonable cause to believe that a violation is occurring on the Protected Property.

**9.3 Uses and Practices.** To enter upon, inspect, observe and study the Protected Property, with such persons as Pierce County may require, at mutually agreeable dates and times and upon prior notice of not less than THIRTY (30) calendar days to Sponsor, solely for the purposes of: (a) identifying the current uses and practices on the Protected Property and the condition of the Protected Property; and (b) monitoring the uses and activities on the Protected Property to determine whether they are consistent with the Purpose. For each such entry, Sponsor shall have the right to designate an individual to accompany Pierce County during its inspections, observations and studies.

**9.4 Natural Events.** To enter upon the Protected Property, at a mutually agreeable date and time and upon prior notice to Sponsor, to inspect the Protected Property after major natural events occur, such as fires, windstorms, and floods.

**9.5 No Material Interference.** Pierce County shall exercise its rights in compliance with all Applicable Laws and in a manner that will not materially disturb or interfere with Sponsor's rights hereunder or its quiet enjoyment of the Protected Property.

**9.6 Consent.** Sponsor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Pierce County.

**9.7 Prevention and Restoration.** Pierce County shall have the right to prevent, or cause Sponsor to prevent, any use of, or activity on, the Protected Property that is inconsistent with the Purpose, this Declaration or any Applicable Laws, and shall have the right to cause to be undertaken the restoration of such areas or features of the Protected Property as may be materially damaged by activities contrary to the provisions hereof.

**9.8 Assignment or Conveyance.** Pierce County shall have the right in its sole and absolute judgment and discretion to assign, convey or otherwise transfer its right, title and interest in and to the Protected Property under this Declaration to a city, town, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW 64.04.130, or nonprofit nature conservancy corporation or association as defined in RCW 84.34.250, without the prior consent of Sponsor. In the event of any such assignment, conveyance or transfer, Pierce County shall have absolutely no further liability with respect to the Protected Property or to Sponsor under this Declaration except as to matters of liability that have accrued and remain unsatisfied. Pierce County's successor-in-interest shall have all rights of Pierce County hereunder.

## **10. Dispute Resolution.**

**10.1 Preventive Discussions.** Except in circumstances contemplated in Section 11, Sponsor and Pierce County shall endeavor to resolve any dispute regarding the interpretation of the terms of this Declaration first through a discussion between the Representatives of the Parties identified in this Section 10, then escalated to each Party's respective Executive if the dispute has not been resolved within ten (10) business days. Sponsor and Pierce County shall promptly give the other Party notice of problems or concerns arising in connection with the others' actions under this Declaration or the use of or activities or conditions on the Protected Property, and shall meet as needed, but no later than THIRTY (30) calendar days after receipt of a written request for a meeting.

**10.2 Mediation.** If the Parties disagree as to the consistency of any proposed use or activity with the Purpose, this Declaration or any Applicable Laws, and the Parties are unable to resolve such disagreement through unassisted preventive discussions between themselves, and if Sponsor agrees not to proceed with the use or activity pending resolution of the dispute, Sponsor and Pierce County shall refer the dispute to mediation by request made in writing upon the other. Within TEN (10) business days of the receipt of such a request, the Parties shall select a single impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

**10.2.1 Purpose.** The purpose of the mediation is to: (a) promote discussion among the Parties; (b) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, covenants or conditions of this Declaration.

**10.2.2 Participation.** The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as requested by the mediator.

**10.2.3 Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective legal counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be construed as an admission of a party. Provided, however, this provision relating to confidentiality shall not be construed to constrain Pierce County's or Sponsor's compliance with the Washington State Public Records Act nor to create any obligation for Pierce County or Sponsor to ensure the nondisclosure of records that may be required to be disclosed pursuant to the Washington State Public Records Act.

**10.2.4 Time Period.** Neither Party shall be obligated to continue the mediation process beyond a period of SIXTY (60) calendar days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

**10.2.5 Costs.** The costs mediation services shall be borne equally by the Parties. The Parties shall bear their own expenses, including attorney's fees, individually.

**10.3 Arbitration.** The Parties may, but are not required to, submit disputed matters to binding arbitration. In the event that one Party wishes to request that a disputed matter be submitted to binding arbitration, such Party shall provide notice in writing of its request and propose the rules for arbitration to be applied. Arbitration may take place only upon mutual agreement of the Parties with regard to the arbitrator, deadline for arbitration, and applicable rules for arbitration.

**10.4 Representatives.** The following shall be each Party's Representatives for purposes of initiating Preventive Discussions:

Pierce County:  
Resource Stewardship Superintendent  
9112 Lakewood Drive SW Suite 100  
Lakewood, WA 98499  
Telephone: 253-798-4009

City of Lakewood:  
Parks, Recreation & Community Services Director  
6000 Main St. SW  
Lakewood, WA 98499  
Telephone: 253-983-7741

## **11. Pierce County's Remedies.**

**11.1 Notice of Non-Compliance.** If Pierce County determines Sponsor is in violation of the terms of this Declaration or that a violation is likely to occur, Pierce County shall give written notice to Sponsor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with this Declaration, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan to which Pierce County has given consent.

**11.2 Grantors' Failure to Respond.** Pierce County may bring an action as provided in Section 11.3 below if Sponsor: (a) fails to cure the violation within NINETY (90) calendar days after receipt of notice thereof from Pierce County; (b) under circumstances where the violation cannot reasonably be cured within the NINETY (90) calendar day period, fails to begin curing such violation within the NINETY (90) calendar day period; or (c) fails to continue diligently to cure such violation until finally cured.

**11.3 Pierce County's Action.** Pierce County may bring an action at law or in equity, or both, in a court of competent jurisdiction to enforce the terms of this Declaration, to enjoin the violation, as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Declaration or injury to any of the Conservation Characteristics protected hereby, including damages for the loss thereof; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Sponsor's liability therefor, Pierce County, acting in its sole and absolute judgment and discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All such actions for injunctive relief may be taken without Pierce County being required to post bond or provide other security.

**11.4 Immediate Action Required.** Notwithstanding any other provision of this Declaration to the contrary, if Pierce County, acting in its sole and absolute judgment and discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Characteristics, Pierce County may pursue its remedies under this Section 11 without prior notice to Sponsor, without participation in dispute resolution as provided in Section 10 above, or without waiting for the period provided for cure to expire.

**11.5 Nature of Remedy.** Pierce County's rights under this Section 11 apply equally in the event of either actual or threatened violations of the terms of this Declaration. Sponsor acknowledges and agrees Pierce County's remedies at law for any violation of the terms of this Declaration are inadequate and that Pierce County shall be entitled to the injunctive relief described in this Section 10 both prohibitive and mandatory, in addition to such other relief to which Pierce County may be entitled, including specific performance of the terms of this Declaration, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Pierce County's remedies

described in this Section 11 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**11.6 Damages.** Inasmuch as the actual damages to the Conservation Characteristics that could result from a breach of this Declaration by Sponsor would be impractical or extremely difficult to measure, the Parties agree that the money damages to which Pierce County is entitled shall be the higher of: (a) the amount of economic gain realized by Sponsor from violating the terms of this Declaration; or (b) the cost of restoring any Conservation Characteristics that have been damaged by such violation. If Pierce County chooses the second of these two measures, Sponsor agrees to allow Grantee and its agents or contractors, to enter upon the Protected Property and conduct restoration activities.

**11.7 Pierce County's Discretion.** Enforcement of the terms of this Declaration shall be at the discretion of the Pierce County and any forbearance by Pierce County to exercise its rights under this Declaration in the event of any breach of any of the terms, covenants or conditions hereof by Sponsor shall not be deemed or construed to be a waiver by Pierce County of such term, covenant or condition or of any of Pierce County's rights hereunder. No delay or omission by in the exercise of any right or remedy upon any breach by Sponsor shall impair such right or remedy or be construed as a waiver.

**12. Fees and Charges.** If Sponsor elects to charge user or other types of fees in connection with the public use of the Protected Property, fees and charges shall be commensurate with the value of the recreational services or opportunities furnished and are within the prevailing range of public fees and charges within the state of Washington for the particular activity involved.

**13. Indemnification.** Sponsor, for itself, its successors and assigns, shall defend, indemnify and forever hold Pierce County, and its elected and appointed officials, employees and agents, harmless to the maximum extent allowed by law from and against any and all liabilities, claims, demands, suits, judgments, costs and attorney fees of any kind, type or nature whatsoever arising out of or relating in any way relating to the Protected Property or to the subject matter of this Declaration.

#### **14. Representations and Warranties.**

**14.1 By Sponsor.** Sponsor represents and warrants to Pierce County that, as of the Effective Date, the following statements are true and correct:

**14.1.1 Authority.** Sponsor has full power and authority to execute and deliver this Declaration and the individual(s) who execute and deliver this Declaration are duly authorized to do so;

**14.1.2 Litigation.** There are no actions, suits or proceedings pending or threatened against Sponsor before any court or administrative agency which might result in Sponsor being unable to perform its obligations under this Declaration; and

**14.1.3 No Other Representations or Warranties.** Other than as expressly set forth in this Section 14.1, Sponsor makes no representations or warranties of any kind, type or nature whatsoever with respect to the Protected Property or the subject matter of this Declaration.

**14.2 By Pierce County.** Pierce County represents and warrants to Pierce County that, as of the Effective Date, the following statements are true and correct:

**14.2.1 Authority.** Pierce County has full power and authority to execute and perform this Declaration, and the individuals who execute and deliver this Declaration are duly authorized to do so;

**14.2.2 Litigation.** There are no actions, suits or proceedings pending or threatened against Pierce County before any court or administrative agency which might result in Pierce County being unable to perform its obligations under his Declaration;

**14.2.3 No Other Representations or Warranties.** Other than as expressly set forth in this Section 14.2, Pierce County makes no representations or warranties of any kind, type or nature whatsoever with respect to the Protected Property or the subject matter of this Declaration.

**15. Notices.** Notices required or desired to be given under this Declaration shall be in writing and sent by either: (a) United States mail, return receipt requested; (b) recognized overnight express service which customarily maintains a contemporaneous permanent delivery record; or (c) such other address or addresses designated in writing from time to time by the method provided in this Section. The notice shall be deemed delivered on the earlier of: (a) Three (3) business days from deposit in the United States mail; or (b) the delivery date as shown in the regular business records of the overnight courier service. Notices shall be addressed to Notice Recipient for the respective Parties to this Agreement:

To Notice Recipient for Sponsor:

City of Lakewood  
Attn: Mary Dodsworth, Parks & Recreation  
**6000 Main St. SW**  
**Lakewood, WA 98499**

**Copy to: Lakewood City Attorney**  
**6000 Main St. SW**  
**Lakewood, WA 98499**

To Notice Recipient for Pierce County:  
Pierce County Parks & Recreation Services  
Attn: Resource Stewardship Division  
9112 Lakewood Drive SW Suite 100

Lakewood, WA 98499

Copy to: Pierce County Prosecuting Attorney/Civil Division  
955 Tacoma Avenue South, Suite 301  
Tacoma, WA 98402-2160

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party. **NOTICE: Any electronic mail addresses provided above are for convenience only and are not valid for purposes of providing notices under this Stewardship Agreement/Declaration.**

**16. Attorney Fees; Venue.** The substantially prevailing party in any action or proceeding between the Parties for the enforcement of this Declaration shall be entitled to recover costs and reasonable attorney fees including, without limitation, reasonable attorney fees and expenses incurred in appellate proceedings, and expenses for witnesses (including expert witnesses), in addition to all other relief to which it may be entitled. The venue of any action arising out of or relating to this Declaration shall be in the Superior Court of Pierce County, Washington.

**17. Negotiation.** This Declaration was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

**18. Construction and Interpretation.** This Declaration shall be construed and interpreted in accordance with the laws of the state of Washington so as to restrict use of the Protected Property to such activities that are consistent with the Purpose, the terms of this Declaration and all Applicable Laws.

**19. Time.** Time is of the essence of this Declaration and of every term and provision hereof.

**20. Entire Agreement.** This Declaration constitutes the entire agreement of the Parties with respect to the subject matter of this Declaration and supersedes all written or oral agreement or understandings, if any. This Declaration may be modified only in writing signed by both Parties.

**21. Date of Performance.** If the date of any performance under this Declaration falls on a weekend or holiday, the time shall be extended to the next business day.

**22. Cost of Performance.** Except as otherwise expressly provided in this Declaration, all covenants, agreement and undertakings of a Party shall be performed at sole cost and expense of that Party without a right of reimbursement or contribution from the other Party.

**23. Binding Effect.** The terms, covenants, conditions and restrictions of this Declaration shall be binding upon and shall inure to the benefit of Sponsor and Pierce County and their respective successors-in-interest in perpetuity.

**24. Invalid Provision.** If any provision of this Declaration is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Declaration shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Declaration; and the remaining provisions of this Declaration shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Declaration.

**25. Recording.** This Stewardship Agreement/Declaration shall be recorded in its entirety with the Auditor of Pierce County, Washington.

**26. Effective Date.** "Effective Date" shall mean the date upon which the Pierce County Executive (who shall be last person to sign) shall have executed this Declaration as indicated opposite his name below.

***[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]***





**PIERCE COUNTY'S SIGNATURE PAGE**

PIERCE COUNTY, a municipal corporation and political  
subdivision of the state of Washington:

\_\_\_\_\_  
Pierce County Executive Date

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF PIERCE )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared BRUCE F. DAMMEIER, known to me to be the executive of PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY SIGNATURE  
PRINTED NAME \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 1, 2021	<b>TITLE:</b> Professional services contract in the amount of \$75,000 with Global IT Resources to update the Rental Housing Safety Plan (RHSP) software	<b>TYPE OF ACTION:</b>
<b>REVIEW:</b> November 1, 2021	<b>ATTACHMENTS:</b> Contract	— ORDINANCE NO.
		— RESOLUTION NO.
		<input checked="" type="checkbox"/> MOTION NO. 2021-75
		— OTHER

**SUBMITTED BY:** Dave Bugher, Assistant City Manager/Community & Economic Development (CED) Director.


**RECOMMENDATION:** That the Mayor and City Council approve the contract for services in the amount of \$75K with Global IT Resources. .

**DISCUSSION:** Before getting into the details surrounding this request, some background information on purchasing procedures may be helpful. On July 17, 2017, the City Council adopted Resolution No. 2017-15 establishing a citywide purchasing policy. For contracts under \$50K, the City Manager, or designee, is authorized to sign such contracts. For contracts more than \$50K, direct City Council authorization is required.

In this circumstance, the CED Director and the Chief Information Officer recommended approval of the contract to the City Manager *prior to* City Council authorization. The City Manager agreed. The contract was formally executed on October 21, 2021, with the manager directing that the contract be placed on the City Council regular agenda as soon as possible. *(See next page.)*

**ALTERNATIVE(S):** The City Council could direct the City Manager to cancel the “pre-approved” contract.

**FISCAL IMPACT:** The \$75K is not found in the existing 2021/2022 budget document. However, it was discussed as an internal service charge amendment with the City Council as part of the mid-biennium budget review on October 11, 2021. The mid-biennium budget approval is scheduled for November 15, 2021.

Dave Bugher <hr/> Prepared by  <hr/> Department Director	 <hr/> City Manager Review
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**DISCUSSION, CONTINUED:** Why was such action taken? The RHSP software is of a custom design. Having been in operation for about three-years, based on experiences learned in its application, and comments from clients, there has been a need to update the current software. The City has had significant difficulty finding a software developer. Several past interviews were conducted without any success. Further, the City's proposed budget of \$50K was not of a sufficient amount; estimates were closer to \$75K.

Very recently, the Chief Information Officer found a freelance software developer who resides in Puyallup under contract with Global IT Resources. The developer is in between contracts. He interviewed with city employees. He was personable, possessed the requisite skills to perform the work, and had familiarity with the City's software. However, if the City did not act quickly, he would have been assigned to another job; the City would have to conduct another search for a software developer which would delay any updates.



## Head Client Contract

### Provision of Consultants

This contract dated **September 13, 2021** is to confirm our agreement for **Global IT Resources, Inc.** ("GITR") to supply **City of Lakewood** ("City of Lakewood") with Staff on a permanent, contract to hire or contractual basis. For each contract or contract to hire candidate a Task Order will be issued pursuant to this document and will detail the location(s) each consultant is expected to work, the hourly or daily rate, and an agreed time frame for the initial engagement.

#### 1. Charges and Discounts

##### a. Permanent Placement

These candidates come from local countries, USA, Mexico, and Canada, and are interested in working directly for City of Lakewood as regular members of staff. GITR will charge a fee of **20%** of the first year salary plus any guaranteed bonus for all candidates hired. GITR will bill the full fee on the first day a GITR supplied candidate starts work for City of Lakewood. Ninety percent (90%) of the fees will be refunded if candidates are terminated (except where the candidate is down sized or let go for no-fault reason) and fail to complete 30 days (one month). Fifty percent (50%) of fees will be refunded if candidates fail to complete eight weeks work. Ten percent (10%) of fees will be refunded if the candidates fail to work twelve weeks. No fees will be refunded after 12 weeks. City of Lakewood shall pay all invoices within 30 days of receipt of invoice. Late payment fees of 2.5% per month will apply to all delinquent invoices.

##### b. Contract to Hire (CTH) Placement

The Contract to Hire candidates in the first 12 months remains the employees of GITR, Inc. After this period, City of Lakewood can offer to convert them to permanent members of their staff at no additional cost. Should **City of Lakewood** choose to convert candidate before the 12-month period, the table below illustrates the early conversion fee schedule:

Number of Hours on Assignment	Fee
0-519 hours	20%
520-1039 hours	17.5%
1040-1559 hours	15%
1560-2079 hours	12.5%
2080 hours plus	0% (no fee after 2080 hours)

##### c. Contract Only Staff.

These candidates are interested in contract only. The cost of each Consultant will vary according to the skill level, scarcity value and technical knowledge. This will be determined by GITR and City of Lakewood jointly and will be related to the going market rate for the sought after skills. Any need to pay travel and accommodation expenses will be agreed with City of Lakewood on a case by case basis.

#### 2. Task Orders:

For each Contract or CTH Consultant assigned to work at City of Lakewood, a Task Order will be drawn up and entered into by GITR and City of Lakewood. Each Task Order shall specify the following details: start date and period of Consultant's assignment to City of Lakewood, and GITR's fee rate for Consultant's services. An hour of onboarding and state mandated training is to be included in each consultant's initial task order. A Task Order will accompany each Consultant placed at City of Lakewood and will represent the agreement between GITR and City of Lakewood.

3. Time Sheets:

City of Lakewood will pay GTR, or as GTR may direct, for the hours worked by each Consultant at the fee rate specified in each Consultant's Task Order, plus any applicable sales or like taxes. The number of hours worked by each Consultant will be determined by reference to timesheets which will be submitted to City of Lakewood's representative for signature each week. Once the timesheets have been signed by City of Lakewood's representative they are authorized, giving consent that consultant has accomplished his or her agreed deliverables for that week and as such due for invoicing and payment. City of Lakewood agrees to utilize each Consultant for a minimum of eight hours each weekday unless previously agreed between both parties (public holidays excepted) and to pay GTR for such use at the fee rate specified in each Consultant's Task Order, provided the Consultant was available for work during normal working hours.

4. Payment Terms:

GTR will submit bi-weekly invoices in respect of each Consultant's services and City of Lakewood shall pay all such invoices within 30 days of receipt of invoice. In the event of a delay there will be a penalty of an additional 2.5% fee per month for delinquent invoices. Expenses incurred on behalf of City of Lakewood must be repaid immediately upon receipt of invoice.

5. Exclusivity:

Each placed Contractor or CTH Consultant will be retained by GTR and, while the Head Client Contract and /or Task Order relating to any such Consultant is in effect, shall be required to work only on GTR'S projects and under GTR'S exclusive direction. While Consultants are working at City of Lakewood's offices, City of Lakewood will provide adequate facilities and Consultants shall be required to observe the rules and regulations governing City of Lakewood's employees. Each original submitted resume and the person that the resume relates to, will for a period of one year after submittal shall remain the property of GTR. Any subsequent transactions, placement or engagement of services will go through GTR.

6. Non-Compete Clause:

Neither GTR or City of Lakewood nor any subsidiary or affiliate of City of Lakewood or GTR ("Related Entity") shall directly or indirectly seek to encourage, tempt or persuade a Consultant to cease working for each others company during the period of such Consultant's assignment as specified in such Consultant's Task Order including any extension thereof and for a period of one year after this agreement has terminated.

Furthermore, City of Lakewood agrees not to contact, or attempt to place, or enter into any additional business directly at any third party client of GTR, where GTR introduced the client, other than through GTR.

This provision would not be enforced if paragraph 1(b) is invoked, after the fact, for consultants hired as City of Lakewood employees.

7. Candidate Ownership:

Where candidates have not received any direct communication between City of Lakewood and said candidate for a period of six month prior to GTR resume presentation, these candidates will be deemed to be the property of GTR. [Provided GTR has discussed and presented the current opportunity to said candidate.] Client shall not contact any candidate presented by GTR unless through GTR for 6 (six) months after candidate has been presented to client. Client shall not employ candidate by independent contract or as permanent employee unless facilitated or contracted through GTR for 6 (six) months after candidate is presented.

8. Confidential Information:

a.) GTR shall treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of (other than in the carrying out of their obligations under this Agreement) any confidential information relating to City of Lakewood's business, finances, technology or other know-how, supplies or customers (or any such confidential information relating to City of Lakewood's customers) where such confidential information was received during the provision of the services covered by this Client Contract or previously.

b.) The obligations of confidence in paragraph 8(a) shall not apply to any confidential information which:

(i) is in the possession of GTR or in the public domain prior to receipt of such confidential information by GTR or Global IT Resources, Inc;

(ii) becomes publicly available through no fault of the GTR;

(iii) is received in good faith by the GTR from a third party without any obligation of confidence on the GTR or Global IT Resources Inc.

c.) Upon termination of the provision of the services covered by the Client Contract for whatever reason and at other times when requested to do so by City of Lakewood's, GTR will deliver up (and procure that each of their employees and/or contractors who have such papers delivers up) to City of Lakewood all working papers or other material (in whatever format it is stored) and copies provided to them pursuant to this Client Contract or prepared by them either in pursuance of the Client Contract or previously in connection with this Client Contract.

9. Intellectual Property Rights

a.) If at any time during the continuance of the services covered by this Client Contract, GTR or any of their employees and/or contractors (whether alone or with any other person) in the course of the provision of the services covered by this Client Contract makes or discovers, or participates in the making or discovery of any invention, development, discovery, improvement, process, design or copyright work, GTR shall treat and procure that their employees and/or contractors treat the invention, development, discovery, improvement, process, design or copyright work and all information relating to it as confidential to City of Lakewood and shall promptly disclose or procure that their employees and/or contractor disclose to City of Lakewood full details, including object code, source code, design materials, drawings and models (if any) of the same. The property, including all intellectual property rights in such invention, development, discovery, improvement, process, design or copyright work shall vest in City of Lakewood absolutely.

b.) Notwithstanding any prior termination of the services covered by the Client Contract, at the request of City of Lakewood, GTR shall do and procure that their employees and/or contractors do all things necessary or desirable to enable City of Lakewood or its nominee to confer absolute title to and ownership of and to obtain the benefit of the invention, development, discovery, improvement, process, design or copyright work (as the case may be) and to secure patent or other appropriate forms of protection for it throughout the world.

c.) GTR will indemnify City of Lakewood against any damages, fees (including but not limited to legal fees), settlement payments made in satisfaction of any claims, (whether made on the advice of legal advisors or not) and all other expenses and losses arising from any infringement of third party intellectual property rights as a result of GTR and their contractors and/or employees providing services connected with this Client Contract.

10. Indemnity

a.) City of Lakewood agree to indemnify and keep indemnified GTR against any and all actions, claims, losses, damages, compensation, fines and any other liabilities which relate to or arise out of any claim by



any GITR employee in relation to the provision of the services on the termination of the rendering of those services.

#### 11. Termination

City of Lakewood may terminate any Consultant's Task Order without cause by giving GITR two weeks prior written notice of termination. If City of Lakewood fails to make timely payments to GITR in accordance with this agreement, GITR, in addition to any other rights it may have, shall be entitled to terminate this agreement by giving City of Lakewood two weeks prior written notice of termination.

Where notice of termination is given by City of Lakewood or GITR, termination of the Task Order or this agreement, as the case may be, shall become effective on the date specified in the notice and, promptly following submission of GITR's invoice. City of Lakewood shall pay GITR's fee rate through the effective date of termination for all Consultants who as a result cease to be assigned to City of Lakewood.

i) Without prejudice to any other right or remedy City of Lakewood may have against GITR, City of Lakewood may immediately by written notice request that any of GITR' employees no longer provide services to City of Lakewood, if the employee concerned shall:

ii) in City of Lakewood reasonable opinion, be incompetent, commit any act of gross or persistent misconduct and/or neglect or omit to perform any of the services covered by this Client Contract and/or Task Order or any of his duties or obligations connected with this Client Contract and/or a Task Order and; or

iii) fail or refuse after written warning from City of Lakewood to carry out services covered by this Client Contract and/or Task Order or duties reasonably and properly require of him/her in connection with this Client Contract or a Task Order; or

iv) provide City of Lakewood with any false or misleading information with regard to his/her ability to perform the services covered by this Client Contract or his/her background or status as an employee of GITR; or

v) have done anything which brings or might reasonably expect to bring City of Lakewood into disrepute or otherwise damage other contractors, employees, agents, customers, other business associates of City of Lakewood or the general public (including, but not limited to, committing any act of fraud or dishonesty whether or not connected with provision of the services connected with this Client Contract).

#### 12. Governing Law

This Client Contract shall be governed by the Laws of California and the parties submit to the non-exclusive jurisdiction of the California Courts.

In order to represent a valid agreement this document must be fully executed by both parties.

For and on behalf of Global IT Resources, Inc.

By: \_\_\_\_\_

Nash Castle

CEO

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

17011 Beach Blvd Ste 1260

Huntington Beach, CA 92647

Tax ID# 33-0897426

For and on behalf of City of Lakewood

By: Kenneth White

Name: Kenneth White

Title: CIO

Date: 10/18/2021

Address: 6000 MAIN ST SW  
LAKELAND WA 98499

Tax ID# 91-1698185

Date: October 21, 2021

Approved:

John J. Caulfield  
John J. Caulfield, City Manager

Approved as to form:

Heidi Ann Wachter  
Heidi Ann Wachter, City Attorney

Attest:

B. Schumacher  
Briana Schumacher, City Clerk

**Example Task Order**

**Example TASK ORDER**

This is the Task Order referred to in the agreement dated xxxxx xx<sup>th</sup>, xxxx by and between **Global IT Resources, Inc.** ("GITR") and **City of Lakewood** ("the client") and shall be read and construed as though incorporated as part of such letter agreement. This Task Order shall be effective immediately after it has been signed by both GITR and City of Lakewood.

- 1. **NAME OF CONSULTANT** XXXXXXXX XXXXXXXX
- 2. **SCOPE OF WORK** XXXXXXXX
- 3. **ASSIGNMENT DETAILS**
  - a) **Start Date** XXXXX XXth, XXXX
  - b) **Period** Services under this Task Order will be performed commencing XXXXX XXth, XXXX until XXXXXXX XXth, XXXX
- 4. **FEE RATE** \$XXX.XX per hour.
- 5. **INVOICE DETAILS**
  - a) **Addressee:**  
**Title** Erica Kanda  
Administrative Manager
  - b) **Address:** 17011 Beach Blvd Suite 1260  
Huntington Beach, CA 92647
- 6. **ANY SPECIAL TERMS/CONDITIONS**

This Task Order has been duly signed by GITR and City of Lakewood on the respective dates by respective individuals as indicated below.

**Global IT Resources, Inc.**

**City of Lakewood**

By: \_\_\_\_\_

By: \_\_\_\_\_

Nash Castle

Name: \_\_\_\_\_

CEO

Title: \_\_\_\_\_

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

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

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 1, 2021	<b>TITLE:</b> Contract with Brown and Caldwell for Engineering Services	<b>TYPE OF ACTION:</b> <input type="checkbox"/> ORDINANCE NO. <input type="checkbox"/> RESOLUTION NO. <input checked="" type="checkbox"/> MOTION NO. 2021-76 <input type="checkbox"/> OTHER
<b>REVIEW:</b> November 1, 2021	<b>ATTACHMENTS:</b> Clover Creek Engineering Alternatives Evaluation Study Scope of Work & Professional Services Contract	

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

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to sign a Contract with Brown and Caldwell in the amount of \$271,377 for the engineering alternatives evaluation study for mitigating or eliminating flooding from Clover Creek.

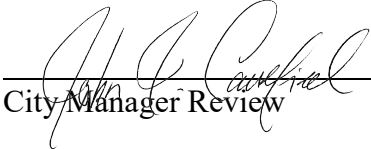
**DISCUSSION:** At the August 23, 2019 Council study session, Public Works Engineering (PWE) presented the results of the 2019 Clover Creek Floodplain Analysis. The results of the assessment revealed that the flooding extents of Clover Creek were significantly greater than the 2017 FEMA Floodplain mapping forecast imperiling public and private property including I-5.

In the 2021-2022 budget, PWE was authorized to conduct an engineering alternatives evaluation to determine if there was a reasonable means of reducing or eliminating the flooding from Clover Creek. PWE has conducted interviews with qualified engineering consulting firms and selected Brown and Caldwell to lead this effort. At this time, we have negotiated a scope of work and budget and are bringing it forward to Council.

The developed scope of work and budget exceed the \$125,000 budgeted due to the extensive outreach and complexity of the modeling and as such, an additional \$150,000 has been requested from the Pierce County Flood Control Zone District out of our accumulated Funds. The City’s request has been granted.

**ALTERNATIVE(S):** Authorize the City Manager to sign the agreement or direct staff to modify the scope of work and reduce costs. It is unlikely that a reduced scope of work would be sufficient to support the City in future requests for grant funding or partnerships with state or federal agencies.

**FISCAL IMPACT:** With the addition of the Pierce County Flood Control Zone District funds, there are no unexpected fiscal impacts.

Paul Bucich <hr/> Prepared by  <hr/> Department Director	 <hr/> City Manager Review
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**PROFESSIONAL SERVICES AGREEMENT  
FOR**

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

:	<b>CITY OF LAKEWOOD:</b>
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The Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**12. GENERAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

[Signature page follows]

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

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

CITY OF LAKEWOOD

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

John J. Caulfield, City Manager

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Heidi Ann Wachter, City Attorney

## **EXHIBIT “A”**

### **SERVICES**

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

1. The Contractor shall do or provide the following:

**EXHIBIT "B"**

**COMPENSATION**

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

2. Method of Compensation:

## Exhibit A

# Clover Creek Engineering Alternatives Evaluation Study

# Statement of Work

The City of Lakewood, Washington (City), is contracting with Brown and Caldwell (BC) to provide engineering services for an evaluation of a portion of Clover Creek. Points along the Clover Creek alignment have experienced flooding during large storm events, particularly in the area between Joint Base Lewis-McCord and Interstate 5 (I-5) and northwest of I-5 along Pacific Highway. The BC team will develop conceptual alternatives and flood mitigation strategies, evaluate flood mitigation concepts, engage stakeholders throughout the study, and provide funding alternatives. This is a preliminary evaluation to further understand issues and potential solutions for use by the City of Lakewood to further refine, design, and implement a solution.

Work on this Clover Creek Study is expected to take approximately 12 months.

## Phase 1 Project Management

**Objective** To provide overall contract management and oversee project schedule, scope, and budget and maintain communications with the City. Provide quality assurance and quality control (QA/QC) throughout the project.

### Task 1-1 Project Administration

**Activities** BC will provide overall contract management. BC's team will coordinate to ensure the project receives the staff support necessary to meet the schedule and maintain project quality. Activities budgeted under Task 1-1 include:

- **Overall schedule management.** An initial project schedule will be developed using Microsoft Project. It will identify anticipated task duration, start/stop dates, Public Information (PI) meetings and scheduled QA/QC reviews. Two schedule updates (in digital form) will be provided to the City during the project duration.
- **Overall budget management.** Budget tracking will occur via WorkSmart, BC's internal tool for tracking weekly project costs by project phase and task. Internal month end reporting will be conducted by BC to estimate effort to complete and will be used to identify budget challenges in advance. While not anticipated, budget challenges will be communicated directly to the City during bi-weekly coordination meetings. Any subsequent resolution/scope adjustments/amendments will be documented in emailed meeting summaries and a change log.
- **Monthly invoicing with project progress reports.** BC will prepare invoices to reflect budget spent and work completed at the phase level. BC will track and process all subconsultant invoices.



- **Document control and delivery.** Final deliverables including mapping, models, figures, PI presentations, and technical documentation (Engineering Report) will be provided digitally to the City at the end of the project.

### **Task 1-2 Project Coordination Meetings**

**Activities** Bi-weekly project check-ins will be conducted via telephone/virtual meeting platform throughout the project to discuss project progress, coordinate deliverables, and discuss PI engagements. BC staff will participate in the calls as appropriate. BC will prepare a brief email following each call to summarize key decisions, action items for BC and the City, issue resolution, and any scope/budget adjustments.

### **Task 1-3 Project Kickoff Meeting**

**Activities** City staff and the BC team will initiate a virtual project kick-off meeting to confirm project goals, objectives and priorities, and outline the anticipated schedule for the project.

Prior to this meeting, BC will prepare a meeting agenda, preliminary project schedule, and a data needs list.

### **Task 1-4 City Council Meeting**

**Activities** The BC team will prepare briefing documents and participate in up to three city council meetings to update council and provide input as needed. The first council meeting will be in person and subsequent meetings will be virtual.

**Deliverables** The following deliverables will be provided under Phase 1:

- Project schedule
- Project coordination meeting agenda/minutes
- Monthly progress reports and project invoices
- Emailed summaries of key project decisions
- Project kick-off meeting agenda and data needs list
- Three city council briefing documents

**Assumptions** The following assumptions apply to Phase 1:

- The project duration is 12 months.
- Additional project meetings are included under individual technical tasks.
- The budget for specific QA/QC review of deliverables and technical elements is included under specific technical tasks.
- Invoicing will be monthly and include status reports.
- Attendance of two BC team staff for up to 24 project coordination meetings is reflected in the budget. Each meeting will be virtual and up to half hour in length. Summary notes will be emailed after each meeting.
- Briefing document template and overall content needs will be provided by the City. The BC team will prepare up to six (6) project slides for a power point presentation prepared by City staff.
- The BC team will participate in, and develop briefing materials for, up to one in person and two virtual council meetings with each meeting lasting no more than 1 hours. Travel time for in person attendance and expenses will be covered by the city.



- Effort associated with the management of subconsultants throughout the project is included in Task 1-1.

## Phase 2 Public Engagement

**Objective** To provide meaningful, two-way communication with public and stakeholders.

### Task 2-1 Engagement Plan Working Session

**Activities** The BC team will plan and lead a Working Session with City staff (including communications staff) to identify key stakeholders and audiences, lessons learned through previous engagement efforts, unique project needs, and questions and topics that will benefit most from stakeholder and community input, and resources and skills available within the City.

### Task 2-2 Public Engagement Plan (PEP)

**Activities** The BC team will develop draft and final Engagement Plans that will serve as a “living document” and may include the following components:

- Schedule of community and stakeholder activities demonstrating how they will be sequenced with design work.
- Roles and responsibilities of the BC team and City staff to implement Engagement Plan.
- Purpose statement defining the areas in which stakeholders and the community will help shape the final exhibit design.
- Resources available through existing programs, staff, and networks.
- Goals and objectives to focus and evaluate communication and engagement.
- Identification of audiences, their language needs, and community leaders who might help amplify productive project messaging.
- Communication and engagement tools that would be most effective for this project, including a clear understanding of how these tools are connected and build on each other.
- Evaluation methods to make strategic adjustments and report to stakeholders and community members.
- An online survey designed to solicit input and provide a forum for the public to share with the BC team.

### Task 2-3 Communications Materials

**Activities** Assist the City with developing materials identified in the PEP, e.g., mailer, flyer, FAQs, and project identity and brand. BC’s PI subconsultant (BERK) will develop a project brand and logo to elevate the visibility of the project and distinguish it from other concurrent activity in the area. BERK will assist with the development of content for a City webpage with project information for the community. BERK will also assist with the development of a story map that will be updated as the project advances. BERK will assist the City with translation needs for English, Spanish, and Korean versions of the flyer and FAQ documents.

### Task 2-4 Outreach and Communication



**Activities** Assist the City with the identification of four partner organizations and community leaders to support outreach, eight online locations for digital mailer distribution, and eight physical locations for distribution of mailers or flyers.

### **Task 2-5 Stakeholder Meetings**

**Activities** The BC team will prepare for and facilitate four interactive stakeholder meetings to introduce stakeholders to the project, gather early input on alternatives, share final alternatives, generate support, and discuss funding. This is anticipated to be a group of 10-15 stakeholders.

- The first stakeholder meeting will present the problem and promote issues awareness with respect to flooding occurrences, FEMA mapping, impacts of flooding and scope for this study.
- The second stakeholder meeting will present a list of potential alternatives to mitigate the flooding. This will include a table including narrative, anticipated flood reduction and exhibits showing the relative spatial extent of the alternative. The BC team will request feedback from the stakeholder group to provide additional potential alternatives previously not considered. Lastly, with an updated comprehensive list of alternatives, the group will be asked to consider fatal flaws of any alternatives presented.
- The third stakeholder meeting will present the four preferred concepts, including the option to 'do nothing'. The screening criteria and screening of alternatives will provide context to how the preferred concepts were determined.
- The fourth stakeholder meeting will present the final preferred alternative outlining the results of the Business Case Evaluation (BCE) process, scoring, and model results. As the final meeting with the stakeholders, this will be an opportunity to seek partnering commitments both politically and financially.

### **Task 2-6 Individual Stakeholder Interviews and Consultation**

**Activities** The BC team will prepare for and facilitate up to eight interviews to inform the engagement plan, involve individual stakeholders, and consult with tribal stakeholders. Stakeholders that may require specific interview and consultation include but are not limited to the Washington Department of Transportation, Pierce County, tribal groups, other key stakeholders and potential funding partners.

### **Task 2-7 Community Meetings**

**Activities** The BC team will prepare for and facilitate two informational community meetings to introduce the public to the project, gather early input on alternatives and inform the public on project progress.

- The first public meeting will present the problem and bring awareness with respect to the historic flooding events, existing FEMA mapping, potential impacts of flooding and the scope for this study. The overall project tasks and events will be outlined for public knowledge.
- The second meeting will provide information with regard to the alternative development, the process for reducing the alternative to the preferred concepts, the results of the BCE process and final preferred alternative.

**Deliverables** The following deliverables will be provided under Phase 2:



- Public engagement plan
- Stakeholder meeting host (Zoom), design, materials, facilitation, and documentation (four meetings)
- Interview guide and summary
- Community meeting hosting (Zoom) design, materials, facilitation and documentation (two meetings)
- Recorded meetings for each stakeholder and public meeting.
- BERK to participation in up to 12 biweekly coordination meetings.

**Assumptions** The following assumptions apply to Phase 2:

- The City will identify and invite the stakeholders for the committee.
- Stakeholder meetings will be virtual and conducted via Zoom or a similar platform.
- Four stakeholder meetings will be attended by four BC team members.
- Two public meetings will be attended by four BC team members.
- Stakeholder meetings are expected to last no longer than 1.5 hours.
- Community meetings are expected to last no longer than 1 hour.
- The City will invite the public to the workshops.
- The City will manage and update all materials to the City website.
- Brand and logo development includes one draft and one final color palette and logo. The City will be responsible for making copies and distributing material.
- Website content includes one draft of suggested language. The City will develop, manage, and maintain the website.
- Mailer or flyer development includes one InDesign template.
- FAQ includes one draft/working document with suggested questions to be addressed.
- Task 2.4 assumes the City will handle communication with external entities, will distribute material and coordinate with identified external partners.
- The City will be responsible for any online survey, programming and analysis associated with outreach.
- The City will be responsible for the distribution of the communications materials, to build project awareness and ensure continued visibility of the project among stakeholders and community members.

## **Phase 3 Flood Mitigation Conceptual Alternative Development**

**Objective** Review the existing model and available historic flood information to inform the development of potential alternatives to reduce flooding in the study area.

### **Task 3-1 Existing Model Review**



**Activities** Existing model results and current effective model results for the 100-year event, prepared by others, will be reviewed. Model results and flood propagation will be examined to understand the nature of flooding for the 100-year flood event.

Following the completion of Task 4-1 (Hydraulic Modelling and Analysis), the BC team will evaluate the new flood mapping results to examine where, how, and when the flood waters extend into the areas north of the creek and across I-5 to evaluate refinements to the alternatives. The identification of breach points and associated low points in the topography, utilizing a surface generated from LiDAR, will assist the team in identifying and refining locations and types of flood mitigation measures.

### **Task 3-2 Flood Mitigation Alternative Development**

**Activities** Based on the findings of Task 3-1, the BC team will create a brief narrative explaining various potential flood mitigation measures, up to 8. Public and stakeholder input and feedback will be considered as part of this task to compile a list of potential flood mitigation measures and narrative of potential alternatives.

This task will include the development of a table describing each potential mitigation measure, the anticipated action and estimated flood reduction. This table will be expanded in subsequent tasks and serve as the information center for alternative development.

Simple graphics will be developed for each alternative showing location, extent, and scale.

### **Task 3-3 Flood Mitigation Screening Criteria Development and Alternative Screening**

**Activities** The BC team will coordinate internally and with regulators and stakeholders to screen the list of potential alternatives based on fatal flaws and basic screening criteria (developed with the City) to reduce the list of alternatives to three preferred concepts.

The BC team will meet with the City in a workshop setting to review alternatives, refine screening criteria, and complete an initial alternative screening exercise.

The BC team will develop a screening criteria matrix to evaluate and score the alternatives. Each criterion will include an explanation of intent and why the criterion is included.

**Deliverables** The following deliverables will be provided under Phase 3:

- Potential flood mitigation alternative table
- Graphic for alternatives outlined in table
- Initial alternative screening matrix
- Completed alternative screening
- Presentation of existing baseline model results, effective FEMA mapping, prepared by others, and documented flooding along the study reach of Clover Creek.
- WSE participation in up to twelve coordination meetings

**Assumptions** The following assumptions apply to Phase 3:

- No modeling will be completed as part of this task. The model is provided by others and presumed to be accurate and accepted as a reasonable representation of the flooding by the City. Refinements outlined in Task 4 will not impact the overall reliability of the model.
- Alternative graphic development will be limited to 8 figures.
- No model review of inputs, assumptions, data and overall model development is included in this task.
- City to provide historical photos and maps of Clover Creek alignment as available.
- City to provide historical reports/studies of flooding occurring upstream and around the area of study.
- Ground water studies reviewed will be limited to those provided by the City, or readily available from the U.S. Geological Survey or Pierce County.
- Anticipated flood reduction will be based on the project team's professional judgement and the current understanding of hydraulic system. No modeling or evaluation will be completed to determine the flood reduction for the identified alternatives.
- Screening criteria will be limited to eight.
- Scoring will be limited to one through five for each of the criteria.
- Workshop will be limited to 2 hours to discuss and advance the alternatives, screening criteria and scoring.

## Phase 4 Hydraulic Modelling and Analysis

**Objective** Apply the existing Clover Creek model to support alternatives analysis, refinement, and preferred alternative selection.

### Task 4-1 Preferred Concept Analysis

**Activities** The BC team will use the Clover Creek model to test up to three flood mitigation alternatives identified by the project team (see Task 3). Each alternative will consist of an action or combination of actions intended to reduce flooding in the City. An alternative may consider two or three actions. For each alternative the project team will:

- Revise the existing condition model (2019 Clover Creek LOMR HEC-RAS model) geometry to reflect the proposed action(s).
- Run the model to simulate the 100-year flood.
- Run the model to simulate the 100-year "without berm" condition.
- The BC team will complete a site visit to examine the project reach and verify model results for existing conditions and alternative designs.
- Review results with the City using RAS-Mapper to examine results. The purpose of this meeting will be to determine whether minor refinements should be applied to the proposed alternatives before finalizing the model.



- Complete up to two refinements to each alternative model geometry and re-run the model. Model refinements might include small changes to update already incorporated modifications to update the model (e.g., extending a berm, raising a berm, or enlarging a channel).
- Prepare three (3), flood result figures for the final (refined) version of each alternative: 100-year flood results with-berm inundation extents; 100-year without berm inundation extents; and a comparison of the composite 100-year (with berm and without berm) extents inundation results to existing conditions 100-year results. This results in a total of eighteen figures. Figures will be provided to support discussion and public outreach including selection of a preferred alternative.
- Update exhibits showing the general nature of the preferred concepts.

## **Task 4-2 Preferred Alternative Refinement**

### **Activities**

Following selection of a preferred alternative, the project team will update the Clover Creek model to refine the preferred alternative to improve flood reduction benefits, if possible, and support final modeling and reporting. The project team will complete the following:

- The project team to review results from the preferred alternative HEC-RAS model runs (Task 4-1). RAS-Mapper will be used to present the results. The team will discuss the results and determine what refinements should be applied to improve potential flood benefits.
- Complete up to two refinements to the preferred alternative model geometry and re-run the model to simulate the 100-year flood event and the 100-year “without berm” conditions.
- Prepare three (3) total flood result figures for the final preferred alternative. These will include the 100-year flood results with-berm inundation extents; 100-year without berm inundation extents; and a comparison of the composite 100-year (with berm and without berm) extents inundation results to existing conditions 100-year results.

**Deliverables** The following deliverables will be provided under Phase 4:

- Three updated existing condition flood extent figures. This includes the 100-year event plus the model run without the levee.
- Nine (9) preferred concept figures. This includes the 100-year event plus the model run without the levee for each of the three preferred concepts.
- Three (3) preferred alternative figures. This includes the 100-year events plus the model run without the levee.
- WSE participation in up to twelve coordination meetings

**Assumptions** The following assumptions apply to Phase 4:

- The site visit will not include detailed data collection. Instead, the visit will enable the BC team to verify that the model reasonably represents current conditions and the geometry is unchanged. The team will also use this time to consider alternative geometry.



- The HEC-RAS 1D/2D model developed for the 2019 Clover Creek LOMR will provide the baseline for the alternatives analysis and comparison of results. Existing condition model geometry, hydrology, and calibration are adequate to support the alternatives analysis.
- A “minor refinement” will take less than one hour of WSE staff time to apply to the model geometry.
- No LOMR or Conditional LOMR or FEMA map updates will be part of this project.
- Maps are being prepared purely for the comparison of alternatives for this project and should not be used for any other purpose by the City or others.
- The 10-, 50-, 500-year events will be run if determined they will be needed. An amendment will be processed to account for this additional out of scope work.

## Phase 5 Preferred Concept Evaluations

**Objective** Perform an abbreviated BCE for up to four options (three ‘preferred’ concepts and a ‘do nothing’ option). The abbreviated BCE will include various criteria determined to be important in evaluating the mitigation measures. The criteria will include qualitative and quantitative elements some that include financial impacts and some that do not.

### Task 5-1 Develop Evaluation Criteria and Scoring

**Activities** The BC team will develop criteria and concept evaluation process. A meeting will be held with the city to further refine criteria used to evaluate the four options. Criteria may include, but not limited to, the following:

- Estimated project costs will be used to compare relative project costs. Planning level costs will be developed for the purposes of comparison and not developed for budgeting purposes.
- Flood reduction benefits based on spatial extent of flood waters. Benefits of flood reduction will be described and not calculated.
- Environmental factors such as impacts to water quality, wetlands, threatened and endangered species, etc.
- Public acceptance and support, political boundaries, cultural resources
- Diversity, equity, and inclusion
- Permitting costs and challenges
- Political, public, and stakeholder support
- Cost of flooding associated with land that could be developed if not within the regulated flood plain
- Potential costs due to transportation interruption resulting from flooding roadways. This will specifically address Interstate 5.
- Potential infrastructure and public safety impacts from flooding
- Existing transportation and roadways
- Power, telecommunications
- Emergency services



- Security

### **Task 5-2      Develop Framework and Perform BCE**

**Activities**      The BC team will develop a framework for evaluating up to four options and perform the abbreviated BCE. Each option will be scored to assist in determining the preferred alternative. This evaluation will consist of scoring the concepts based on criteria like those listed in Task 5-1. The scoring will be relative to the other concepts based on a scale of 1-5, for example. Quantitative criteria will be used to score each project, with the actual numbers prepared for reference but not directly incorporated into the scoring.

### **Task 5-3      Re-Evaluation of BCE**

**Activities**      The BC team will evaluate the abbreviated BCE based on feedback from stakeholders and the public to incorporate additional feedback and refine criteria.

**Deliverables**      The following deliverables will be provided under Phase 5:

- Matrix with potential alternatives and criteria
- BCE Outcomes table and summary

**Assumptions**      The following assumptions apply to Phase 5:

- Criteria will be evaluated from readily available data, maps, and evaluations included in previous Tasks.
- Quantitative criteria will be developed for comparison between concepts. The quantitative analysis should not be used for purposes other than concept comparison.
- City will approve criteria for matrix and BCE evaluation.
- Cost estimates will be order-of-magnitude level of detail (Class 5 Estimate).
- Life cycle costs will not be determined or evaluated as part of this BCE.
- Costs associated with each option will include only capital outlay.
- Benefits will be based on approximate measures of avoided damages and other major avoided impacts such as transportation disturbances, freeing up developable land from flooding, and structure inundation; these will be based on the 100-year scenario only.
- Evaluation will be completed to the extent data is available and provided by the City. No new data will be collected as part of this evaluation.
- Evaluations not associated with cost estimates will be qualitative.

## **Phase 6      Funding Strategy**

**Objective**      To identify and evaluate funding mechanisms for flood mitigation. Layout path and steps for City and stakeholders to advance project funding.

### **Task 6-1      Identification of Funding Alternatives**





**Activities** The BC team will review and evaluate local, state, and federal funding options including grants, loans, and partnering opportunities. Each funding option will be documented with steps for applying or advancing the funding option. Funding options will be evaluated, ranked and recommendations will be discussed with the City.

## **Task 6-2 Funding Framework**

**Activities** The BC team will provide the city with a comprehensive funding opportunity matrix, and will outline steps required to pursue pertinent funding opportunities. Funding opportunities will guide this framework and will provide the city with a guide and recommended next steps.

**Deliverables** The following deliverables will be provided under Phase 6:

- Funding source descriptions and recommendations
- Detailed matrix summarizing potential funding source including agency, type (i.e., grant, loan, etc.), goals/outcomes/uses for funding, restrictions and conditions for funding use, potential dollar amounts, timeline for funding, application steps, and level of effort

**Assumptions** The following assumptions apply to Phase 6:

- Task will not include any grant or funding applications.
- No project funding is guaranteed as part of this work.

## **Phase 7 Draft and Final Engineering Report**

**Objective** To document the technical analyses, process, and outcomes associated with this Clover Creek flood study into a comprehensive engineering report.

### **Task 7-1 Draft/Final Engineering Report**

**Activities** The BC team will develop a comprehensive engineering report to document the technical study, public engagement, stakeholder engagement, and funding work undertaken as part of this study to outline potential mitigation measures to reduce flooding along Clover Creek. The report will include recommendations for next steps to advance the work completed in the study.

The project team will conduct an internal QA/QC of the draft engineering report. A draft digital copy will be provided to the City for review and comment.

### **Task 7-2 Draft/Final Non-Technical Briefing Paper**

**Activities** Develop a concise 2-page document outlining the study and outcome. This briefing paper will summarize the engineering report using normal non-technical language suitable for the general public. The document will provide a short explanation of the project, outlining the work undertaken and the resulting outcome.

The BC team will conduct an internal QA/QC of the draft technical briefing paper. A draft digital copy will be provided to the City for review and comment.

**Deliverables** The following deliverables will be provided under Phase 7:

- Draft and final engineering report
- Draft and final technical briefing paper



- Draft and final non-technical briefing paper

**Assumptions** The following assumptions apply to Phase 7:

- One consolidated set of City comments on the draft engineering report will be provided to the contractor within a mutually agreed timeframe.
- One consolidated set of City comments on the draft technical briefing paper will be provided to the contractor within a mutually agreed timeframe.
- One consolidated set of City comments on the draft non-technical briefing paper will be provided to the contractor within a mutually agreed timeframe.
- No figures or exhibits will be included with the briefing papers.
- Technical briefing paper will be the same as the executive summary of the engineering report.

## Phase 8 Slide Deck PowerPoint Presentation

**Objective** Develop a PowerPoint slide deck presenting the project process including the outcome of the study.

### Task 8-1 Draft/Final PowerPoint Presentation

**Activities** The presentation will focus on illustrating the process of evaluation to inform next steps and potential funding sources. This will include the technical evaluation, resulting preferred alternative and public and stakeholder outreach. The presentation materials will draw on the figures and exhibits generated for other elements of this study. The presentation will rely heavily on graphics to present the information.

**Deliverables** The following deliverables will be provided under Phase 8:

- Draft and final PowerPoint presentations

**Assumptions** The following assumptions apply to Phase 8:

- The presentation will be limited to 15 slides.
- The presentation development will be limited to 20 hours.
- One consolidated set of City comments on the presentation will be provided to the contractor within a mutually agreed timeframe.

## Phase 9 Management Reserve

**Objective** Reserve funds for additional work activities that are not included in the previous tasks. Work under this task will not be performed without written approval from the City. This could be an email approval or formal scope adjustment.

**Activities** Work activities to be documented and agreed upon at the time of approval.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 1, 2021	<b>TITLE:</b> Reappointing Darryl Owens and Phillip Raschke to serve on the Lakewood Arts Commission through October 16, 2024.	<b>TYPE OF ACTION:</b> — ORDINANCE — RESOLUTION <u>  X  </u> MOTION NO. 2021-77 — OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Candidate applications	

**SUBMITTED BY:** Briana Schumacher, City Clerk on behalf of Mayor Don Anderson

**RECOMMENDATION:** It is recommended that the City Council confirm the Mayor’s reappointment of Darryl Owens and Phillip Raschke to the Lakewood Arts Commission through October 16, 2024.

**DISCUSSION:** Notices and outreach to seek volunteers to fill vacancies on the Lakewood Arts Commission were sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, articles were distributed through the City’s Weekly Informational Bulletins and posted to the City’s website.

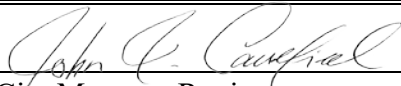
The role of the Lakewood Arts Commission is to assess needs, establish priorities and make recommendations for enrichment of the community and promotion of its cultural vitality through the arts.

The Lakewood Arts Commission will do the following:

- Promote the visual, performing and literary arts;
- Encourage the creative contribution of local artists;
- Make recommendations for Public Art to the City Council;
- Support community-building events; and
- Foster the City’s cultural heritage.

**ALTERNATIVE(S):** The Council could choose not to confirm the reappointments or re-advertise for these positions.

**FISCAL IMPACT:** There is no fiscal impact.

Briana Schumacher, City Clerk Prepared by	 City Manager Review
Heidi Ann Wachter, City Attorney Department Director	



**CITY OF LAKEWOOD**

6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

*The information in this document is subject to public disclosure and can be made available to the public.  
(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- Arts Commission
- Community Services Advisory Board
- Lakewood's Promise Advisory Board
- Landmarks and Heritage Advisory Board
- Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.)
- Parks and Recreation Advisory Board
- Planning Commission
- Public Safety Advisory Committee
- Salary Commission

**EXPECTATIONS:** Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

**PLEASE RETURN THIS FORM TO:** City of Lakewood - City Clerk's Office  
6000 Main Street SW  
Lakewood, WA 98499  
(253) 983-7705 Fax: (253) 589-3774  
Email: bschumacher@cityoflakewood.us

Name: \_\_\_\_\_  
(Please Print)

Home Address: \_\_\_\_\_

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

Home Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Present Employer: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

<b>LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:</b>	
Are you representing a business that is required to collect lodging tax? Yes	No
Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes	No

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? **Yes** No If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served:

Date available for appointment: \_\_\_\_\_

Are you available to attend evening meetings? Yes No

Are you available to attend daytime meetings? Yes No

Recommended by: \_\_\_\_\_

Education:

Professional and/or community activities:

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

Please explain why you would like to be part of this board, committee or commission:

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature:

D.O

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



**CITY OF LAKEWOOD**  
6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

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(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Arts Commission  | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board   | <input type="checkbox"/> Planning Commission                 |
| <input type="checkbox"/> Lakewood's Promise Advisory Board   | <input type="checkbox"/> Public Safety Advisory Committee    |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board   | <input type="checkbox"/> Salary Commission                   |
| <input type="checkbox"/> Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.) |  |

**EXPECTATIONS:** Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

**PLEASE RETURN THIS FORM TO:** City of Lakewood - City Clerk's Office  
6000 Main Street SW  
Lakewood, WA 98499  
(253) 983-7705 Fax: (253) 589-3774  
Email: bschumacher@cityoflakewood.us

Name: Phillip E. Raschke  
(Please Print)

Home Address: 9933 ONYX DR SW

City: LAKEWOOD State: WA Zip: 98498

Home Phone Number: 253-861-1366 E-mail: PRASCHKE@COMCAST.NET

Present Employer: RETIRED, U.S. ARMY

Address: NA Work Phone: NA

Cell: 253-861-1366

LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS: N.A.

Are you representing a business that is required to collect lodging tax? Yes  No

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes  No

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? Yes No If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served:

- Founding member LAKEWOOD ARTS COMMISSION, 2006-PRESENT
- Lodging TAX ADVISORY COMMITTEE, 2012 to PRESENT

Date available for appointment: SEP 2021

Are you available to attend evening meetings? Yes  No

Are you available to attend daytime meetings? Yes  No

Recommended by: MARIE BARTH + JOETHEL SMITH

Education: MS UNIVERSITY OF TENNESSEE  
MBA UNIVERSITY OF PUGET SOUND

Professional and/or community activities:  
SEE ATTACHED RESUME.

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:  
SEE ATTACHED RESUME.

Please explain why you would like to be part of this board, committee or commission:  
LOVE THE ARTS AND BEEN AN ACTIVE LAKEWOOD ARTS SUPPORTER SINCE 1984.

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature: Phillip E. Raschke

Date: 17 SEP 2021

**Phillip E. Raschke  
9933 Onyx Dr. SW  
Lakewood, WA 98498  
(253) 861-1366**

Sep 17, 2021

Subject: Re-Appointment to Lakewood Arts Commission

To: Lakewood City Mayor and Members of the Lakewood City Council

Dear Mayor and Members of the City Council:

I request your favorable consideration for re-appointment to the Lakewood Arts Commission. To assist you in your decision, I have outlined below my extensive qualifications and recent experience in tourism promotion:

- Hold Masters Degree in Mass Communications from the University of Tennessee and a MBA from the University of Puget Sound.
- Was the City of Lakewood 2015 "Volunteer of the Year" and have hosted the daily "Historical Phil" radio show and podcast for over 9 years.
- Have 12 years experience on Lakewood Playhouse Board of Directors with six years as Board Vice President and the 2015 - 2016 chair of the Board Finance Committee. Also, an award winning writer and actor having appeared in Lakewood Playhouse productions of "Once in a Lifetime", "One Flew Over the Cuckoos Nest", "Best Christmas Pageant Ever", "Of Mice and Men" and "Merry Wives of Windsor" as well the 2013 - 2015 Lakewood Playhouse annual Radio Show.
- Former co-chair of the Lakewood Playhouse marketing committee that developed the "Shop, Eat, Play, Stay" marketing theme for Lakewood Playhouse
- Co-Founder, former Chair and current member of the City of Lakewood Arts Commission.
- Organizer and co-producer of the annual three day Lakewood Film, Art, Book (FAB) fest (formerly the "Asian Film Fest") which drew 1,317 attendees the two years prior to Covid



- Board member, Lakewood Historical Society and member of the Board's marketing committee plus actively involved in the Museum's re-design and relocation to the new Colonial Plaza location. Co-Producer of the new "Ivan" exhibit.
- Member of the City of Lakewood Dr. Martin Luther King, Jr. Annual Celebration Committee and served as event MC for ten years.
- Current member of the Mount Rainier Chapter of the Military Officers Association of America (MOAA). Helped coordinate the high school Junior ROTC awards programs for 16 local area schools to include Clover Park and Lakes High Schools.
- Former Executive Committee member for the City of Tacoma, Fourth of July Commission. Current Board Member of Tacoma Buffalo Soldiers Museum.
- Have published over 1,200 photos and magazine articles worldwide. Former managing editor of the Pacific Stars and Stripes newspaper.
- Former Public Affairs Director of the Task Force New Arrivals (Vietnamese - Cambodian Refugee program and editor of award winning "Helping Hand" newspaper).
- Retired General Staff Officer and military attack pilot with two years combat flying experience in Republic of Vietnam and a Purple Heart recipient.

On the personal side, wife, Beverly, is a Registered Nurse with the Pierce County Medical Reserve Corps (MRC). We are proud parents of three college graduate children. Hobbies include history, movies, music, photography and live theatre.

I believe the above qualifications would continue to make a strong contribution to the Lakewood Arts Commission and request your favorable consideration. Please feel free to contact me at above address should additional questions remain.

Sincerely,



Phillip E. Raschke

***"Supporting the Arts and Loving It"***

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 1, 2021	<b>TITLE:</b> Appointing Megan Dempsey to serve on the Lakewood's Promise Advisory Board through May 21, 2024.	<b>TYPE OF ACTION:</b>  — ORDINANCE  — RESOLUTION  <u>X</u> MOTION 2021-78  — OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Candidate application	

**SUBMITTED BY:** Briana Schumacher, City Clerk on behalf of Mayor Don Anderson.

**RECOMMENDATION:** It is recommended that the City Council confirm the Mayor's appointment of Megan Dempsey to serve on the Lakewood's Promise Advisory Board through May 21, 2024.

**DISCUSSION:** Notices and outreach to seek volunteers to fill vacancies on the Lakewood's Promise Advisory Board were sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, articles were distributed through the City's Weekly Informational Bulletins and notices were posted on the City's website.

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 City staff, 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.

**ALTERNATIVE(S):** The Council could choose not to confirm the appointment or re-advertise for the position.

**FISCAL IMPACT:** There is no fiscal impact.

Briana Schumacher, City Clerk  
Prepared by \_\_\_\_\_

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

Heidi Wachter, City Attorney  
Department Director \_\_\_\_\_



**CITY OF LAKEWOOD**  
6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

*The information in this document is subject to public disclosure and can be made available to the public.  
(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- |  |  |
|--|--|
| <input type="checkbox"/> Arts Commission   | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board   | <input type="checkbox"/> Planning Commission                 |
| <input checked="" type="checkbox"/> Lakewood's Promise Advisory Board  | <input type="checkbox"/> Public Safety Advisory Committee    |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board   | <input type="checkbox"/> Salary Commission                   |
| <input type="checkbox"/> Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.) |  |

**EXPECTATIONS:** Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

**PLEASE RETURN THIS FORM TO:** City of Lakewood - City Clerk's Office  
6000 Main Street SW  
Lakewood, WA 98499  
(253) 983-7705 Fax: (253) 589-3774  
Email: bschumacher@cityoflakewood.us

Name: Megan Dempsey  
(Please Print)

Home Address: 7137 Interlaaken Drive SW

City: Lakewood State: wa Zip: 98499

Home Phone Number: 253-988-4516 E-mail: megandempsey11@gmail.com

Present Employer: St. Clare Hospital

Address: 11315 Bridgeport Way Work Phone: 253-985-6689

Cell: 253-988-4516

**LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:**

Are you representing a business that is required to collect lodging tax? Yes  No

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes  No

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Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? Yes No If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served:

NO

Date available for appointment: October, 2021

Are you available to attend evening meetings? Yes  No

Are you available to attend daytime meetings? Yes  No

Recommended by: Beverly Howe

Education:  
Washington State University  
Bachelors of Science

Professional and/or community activities:

I am an RN at St. Clare Hospital and serve as the perioperative unit based educator. I have worked at St. Clare for 13 years. I have participated in many Lakewood events including the triathlon, fun runs, and the farmer's market.

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

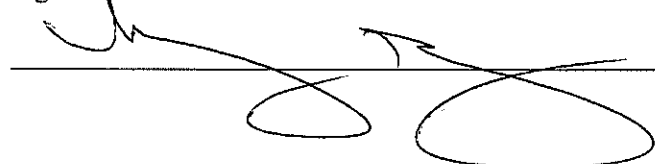
As a leader at St. Clare, I have served on committees but this would be my first experience serving on a board for the city. My qualifications include a genuine desire to be a part of the city I live in and provide assistance where necessary.

Please explain why you would like to be part of this board, committee or commission:

Both my husband and myself were born and raised in Lakewood and have very deep seeded roots to this city. I am very interested in the progress the city has made recently and would like to help continue that progress as much as I can. As a nurse at St. Clare, I feel connected to the community and would be happy to serve as a voice for our patients and staff if called upon.

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature:



Date: 10/01/2021

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 1, 2021

**TITLE:** Appointing Brian Parsons to serve on the Planning Commission through December 15, 2023.

**TYPE OF ACTION:**

- ORDINANCE
- RESOLUTION
- MOTION NO 2021-79
- OTHER

**REVIEW:**

**ATTACHMENTS:**  
Candidate application

**SUBMITTED BY:** Briana Schumacher, City Clerk on behalf of Mayor Don Anderson

**RECOMMENDATION:** It is recommended that the City Council confirm the Mayor's appointment of Brian Parsons to serve on the Planning Commission through December 15, 2023.

**DISCUSSION:** Notices and outreach to seek volunteers to fill vacancies on the Planning Commission were sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, articles were distributed through the City's Weekly Informational Bulletins and notices were posted on the City's website.

**ALTERNATIVE(S):** The Council could choose not to confirm the appointment or re-advertise for this position.

**FISCAL IMPACT:** There is no fiscal impact.

Briana Schumacher  
Prepared by

Heidi Ann Wachter  
Department Director

  
City Manager Review



**CITY OF LAKEWOOD**

6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

*The information in this document is subject to public disclosure and can be made available to the public.  
(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- |  |  |
|--|--|
| <input type="checkbox"/> Arts Commission   | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board   | <input checked="" type="checkbox"/> Planning Commission      |
| <input type="checkbox"/> Lakewood's Promise Advisory Board   | <input type="checkbox"/> Public Safety Advisory Committee    |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board   | <input type="checkbox"/> Salary Commission                   |
| <input type="checkbox"/> Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.) |  |

**EXPECTATIONS:** Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

**PLEASE RETURN THIS FORM TO:** City of Lakewood - City Clerk's Office  
6000 Main Street SW  
Lakewood, WA 98499  
(253) 983-7705 Fax: (253) 589-3774  
Email: bschumacher@cityoflakewood.us

Name: Brian Parsons  
(Please Print)

Home Address: 10930 Meadow RD SW

City: Lakewood State: WA Zip: 98499

Home Phone Number: 206-818-6679 E-mail: Bparsons@rdbpllc.com

Present Employer: R.D. Barnett PLLC

Address: 2120 N 45th Street Work Phone: 206-347-8000

Cell: 206-818-6679

**LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:**

Are you representing a business that is required to collect lodging tax? Yes  No

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes  No

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? Yes No If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served:

No

Date available for appointment: 8/13/2021

Are you available to attend evening meetings? Yes  No

Are you available to attend daytime meetings? Yes  No

Recommended by: \_\_\_\_\_

Education:

BS of Accounting Western Washington University  
Masters of Taxation Golden Gate University

Professional and/or community activities:

Board Member of Daily Journal of Commerce, CPA, Member of TCGC, Former Finance Chair of Summer Search Seattle, and Former Member of the Accounting Advisory Board at Western Washington University.

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

Four years ago I started my own small business taking it from 2 to 15 people with 50% growth year over year throughout the run. I've seen the challenges small business face. During this time, I have also acquired and renovated multiple properties that were able to enhance the area in both commercial and residential spaces. These experiences will help bring recent knowledge to the committee.

Please explain why you would like to be part of this board, committee or commission:

As a current resident of Lakewood and lifelong resident in Washington, I understand balancing the natural beauty of the area along with the opportunity we have to grow business investments in a way that make financial sense.

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature:



Date: 8/13/21

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 1, 2021	<b>TITLE:</b> Approving and authorizing an amendment to the City Council Rules of Procedure.	<b>TYPE OF ACTION:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION 2021-12 <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
<b>REVIEW:</b> October 18, 2021 September 27, 2021	<b>ATTACHMENTS:</b> Resolution	

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

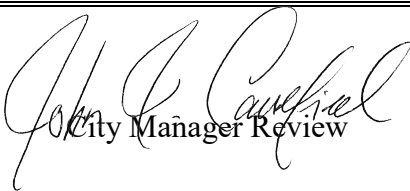
**RECOMMENDATION:** It is recommended that the City Council approve Resolution No. 2021-12 authorizing an amendment to the City Council Rules of Procedure.

**DISCUSSION:** The City Council for the City of Lakewood currently operates under a formal set of “Rules of Procedure.” The Rules were initially adopted in 1995 and have occasionally been amended as needed, most recently in 2017.

The City Council reviewed the Rules of Procedure at the September 27, 2021 and October 18, 2021 meeting. Attached is a document reflecting input and consideration of rules from those discussions.

**ALTERNATIVE(S):** The City Council could choose not to amend or modify the Rules of Procedure.

**FISCAL IMPACT:** There is no fiscal impact.

Heidi Ann Wachter, City Attorney _____ Prepared by	 City Manager Review
_____ Department Head	



RESOLUTION NO. 2021-12

A RESOLUTION of the City Council of the City of Lakewood, Washington, approving and authorizing an amendment to the City Council Rules of Procedure.

**WHEREAS**, in connection with the need of the City Council of the City of Lakewood, Washington to provide for the orderly handling of its business, the City Council has developed Rules of Procedure; and

**WHEREAS**, adopted by Resolution No. 1995-26 and amended several times since, most recently via Resolution No. 2017-02 in January 2017; and

**WHEREAS**, the Rules of Procedure which the City Council developed address a number of issues involved in handling business coming before the City Council and in processing agenda items at City Council meetings in a way that provides consistency and clarity in handling City Council action; and

**WHEREAS**, since the adoption and implementation of the Rules of Procedure, it has been suggested that some areas of the rules could be refined to further enhance the consistency, clarity and understanding of City Council action.

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

Section 1. That the City Council Rules of Procedure are hereby amended as reflected in the document marked as “Exhibit A,” a copy of which is attached hereto, and incorporated herein by this referenced.

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

PASSED by the City Council this 1<sup>st</sup> day of November, 2021.

CITY OF LAKEWOOD

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Don Anderson, Mayor

Attest:

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Briana Schumacher, City Clerk

Approved as to form:

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Heidi Ann Wachter, City Attorney



# CITY COUNCIL RULES OF PROCEDURE

Adopted December 18, 1995  
Amended July 15, 1996  
Amended October 4, 2004  
Amended March 5, 2007  
Amended February 19, 2008  
Amended July 16, 2012  
Amended March 2, 2015  
Amended January 17, 2017  
[Amended November 1, 2021](#)

**CITY OF LAKEWOOD  
COUNCIL RULES OF PROCEDURE**

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# **RULES OF PROCEDURE** **CITY COUNCIL OF LAKEWOOD**

## **SECTION 1 - AUTHORITY**

The Lakewood City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall be in effect upon adoption by resolution of Council and until ~~such time as they are~~ amended or new rules are adopted in the manner provided by these rules.

## **SECTION 2 - COUNCIL MEETINGS**

All meetings of the City Council shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in RCW Chapter 42.30.<sup>1</sup>

The City Clerk shall be responsible for preparing agendas for all City Council meetings.

The City Clerk shall cause to be prepared action minutes of all of the Council meetings, which minutes shall contain an account of all official actions of the Council. Council meetings shall be electronically recorded and retained for the period of time as provided by State law.

### **2.1 Regular Meetings**

The regular meetings of the City Council shall be held on the first and third Mondays of every month at sites designated by action of the City Council, in Lakewood, Washington. Regular meetings are the formal meeting of the City Council held for the purpose of conducting business, passing legislation and authorizing action by the City.

### **2.2 Study Sessions**

Study Sessions shall constitute regular meetings pursuant to the Open Meetings Act, but shall not be considered regular meetings for the purposes of RCW 35A.12.060. Study Sessions shall be held on the second and fourth Mondays of every month at sites designated by action of the City Council. Study Sessions will be informal meetings for the purpose of discussing, investigating, reviewing or studying matters of City business with City staff for informational purposes.

Regular Council meetings and Study Sessions will begin at the hour of 7:00 p.m.

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1. RCW 42.30.140 sets out four situations where a governing body may meet and not be subject to the OPMA. The most common is 42.30.140(a) Collective Bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the implementation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

If any Monday on which a meeting is scheduled falls on a legal holiday, the meeting shall be held at 7:00 p.m. on the first business day following the holiday.

Four or more Councilmembers present for the transaction of business shall constitute a quorum. Attendance and/or voting by telephone or video conference ~~may be allowed by request in extenuating circumstances including but not limited to physical incapacity or travel~~constitutes presence at the meeting.

No final action can be conducted at a Study Session.<sup>2</sup> Decisions on those issues requiring a vote will be scheduled for a Regular or Special Council meeting. The Council can, in a Study Session, provide feedback and direction to the City Manager, as needed for staff to implement properly the will of the Council. ~~Matters requiring a vote after consideration at a Study Session may be placed on the Consent Agenda.~~

The seating arrangement for the Council shall be by position number beginning with the lowest number from right to left as viewed from behind the dais except for the positions of Mayor and Deputy Mayor. The Mayor will be seated in the center with the Deputy Mayor seated to the Mayor's left.

Verbatim transcripts of any part or portion of the proceedings shall be made a part of the written minutes only when authorized by a majority vote of the entire Council made at the meeting or study session wherein such request for a verbatim report is made.

### **2.3 Special Meetings**

A Special Meeting is any Council meeting other than the Regular Council meetings or Study Sessions. A Special Council meeting may be scheduled by the City Manager or Mayor at the request of a majority of the Councilmembers upon notification to the City Manager or City Clerk. Notice of special meetings shall comply with the law of the State of Washington in effect at the time of the meeting.

### **2.4 Emergency Meetings**

An emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Manager or the Mayor without the minimum 24 hours advance notice that would otherwise apply.

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2. "Final action" means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. 'The Open Public Meetings Act- How it Applies to Washington Cities, Counties, and Special Purpose Districts', citing RCW 42.30.020 (3) at page 6, MRSC Report No. 60, revised, June 2014.

## 2.5 Executive Sessions

An Executive Session is that part of a Council meeting that is closed except to the City Council, City Manager, and authorized staff members and/or consultants authorized by the City Manager in accordance with the Open Public Meetings Act (OPMA). The public is restricted from attendance. Executive sessions ~~Sessions~~ may be held during Regular, Study Sessions, or Special Council meetings and will be announced by the Mayor. ~~Executive session subjects are limited to those identified in State law.~~

Before convening an Executive Session, the Mayor or ~~Chair~~ Presiding Officer shall announce the purpose of the meeting, cite and announce the OPMA exemption to which the purpose applies and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended.<sup>3</sup>

All matters discussed in an Executive Session are strictly confidential. RCW 42.23.070 prohibits disclosure of confidential information learned by reason of the official position of a City officer.

## 2.6 Cancellation of Meetings

Meetings may be canceled by the Mayor or a majority vote of the Council and proper notice given by the City Clerk.

## SECTION 3 - ORDER OF BUSINESS OF REGULAR MEETING COUNCIL AGENDA

All items to be included on the Council's agenda for consideration should be submitted to the City Clerk, in full by 3:00 p.m. on the Tuesday preceding each regular Council meeting. The City Clerk and City Manager shall then prepare a proposed agenda according to the order of business, for approval by the Mayor, or his/her designee. A final agenda will then be prepared by the City Clerk and distributed to Councilmembers as the official agenda for the meeting.

An item may be placed on a Council meeting agenda by any of the following methods:

1. Council consensus ~~is defined to be general agreement~~ as determined by the Mayor.
2. By the City Manager.
3. By the Mayor.
4. By any two (2) Councilmembers.

The agenda format of the Regular City Council meeting shall be as follows except that if an agenda section contains no scheduled items, that section will be deleted from a particular agenda.

3. RCW 42.30.110 Executive Sessions.

### 3.1 Call to order

The Mayor shall call the meeting to order. Councilmembers may request to be excused from a meeting ~~for bonafide reasons,~~ by requesting the same of the Mayor and so notifying the City Clerk.

### 3.2 Roll call

The City Clerk will call the roll.

### 3.3 Pledge of Allegiance

Councilmembers and, at times, invited guests will lead the Pledge of Allegiance to the Flag.

### 3.4 Proclamations and Presentations

A proclamation is defined as an official announcement made by the Mayor or the City Council.

City Council proclamations are made for the purpose of recognition of an individual, group or event. City Council Proclamations shall be publicly read at a City Council meeting and presented to a representative(s) of the event during the Council meeting.

Mayor's Proclamations are made for the purpose of recognition of an individual, group or event and which are typically requested by and for a special interest group within the City. Mayor's Proclamations are signed by the Mayor and forwarded to a representative of the event.

The Mayor and City Manager shall determine if the Proclamation request is for a City Council Proclamation or a Mayor's Proclamation.

A presentation is defined as an official report presented by an individual(s) and/ or special interest group at a City Council meeting. This may also include specific items brought forward at the request of the City Manager in order to properly brief the City Council and public about City business and/or matters of public concern.

### 3.5 Public Comments

Members of the audience may comment on items relating to any matter related to City business under the "Public Comments" period. Comments are limited to three (3) minutes per person, but may be shortened to accommodate a large number of speakers in the time set by the Mayor. If the amount of time per person is shortened, this will be announced at the outset of the Public Comment portion of the agenda and will apply to all members of the audience. ~~Groups who have at least three members present at the meeting may designate a speaker who may have a total of ten (10) minutes to speak on behalf of the group.~~ The Mayor shall determine the overall amount of time set for "Public Comments."

Public comments sign-up forms will be available at the City Clerk's desk



at each meeting for use of those who citizens wishing to address the Council in person. Individuals making comments by phone or video conference will be called upon from the virtual queue. The City Clerk shall serve as timekeeper.

At the first regular meeting each month, in-person comments will be called to speak first and at the second regular meeting each month phone and video conference comments will be called to speak first.

In addressing the Council, each person should stand, and after recognition, move to the podium, give his/her name and address city of residence, and unless further time is given by the presiding officer, shall limit his/her comments to three minutes. Meeting minutes of comments shall reflect identification of speakers as speakers identify themselves. All remarks shall be made to the Council as a body and not to any individual member.

No person shall be permitted to enter into any discussion from the floor without first being recognized by the presiding officer.

Written comments may be provided in advance by mail or email. Send comments to the City Clerk for distribution to the City Council. Comments received up to one hour before the meeting will be provided to the City Council in advance of the meeting and meeting minutes shall reflect receipt of these comments.

### **3.6 Consent Agenda**

Approval of the Consent Agenda is considered to be routine and non-controversial, may be approved by a majority vote after a motion and a second. Items on the Consent Agenda include but are not limited to the following:

- a. Approval of minutes.
- b. Fixing dates for public hearings, when such is required by law.
- c. Fixing dates for hearings on appeals.
- d. Approval of claims and vouchers, bid awards and contracts.
- ~~e. Approval of final plats.~~
- e. Passage of resolutions and/or ordinances which the City Council has given direction to place on the consent agenda.
- f. Items Filed in the Office of the City Clerk (minutes and/or reports of Committees, Boards and Commissions).
- g. Appointments of individuals to committees, boards and commissions.
- h. Other items designated by the City Council.

Any Councilmember may remove any item from the Consent Agenda for separate discussion and action. The City Clerk or designee shall read the Consent Agenda.

### **3.7 Regular Agenda**

### **3.8 Public Hearings and Appeals**

Public hearings shall be held as required by law and shall follow the legally proscribed process. Public hearings may also be held at the request of the Council even though not legally required. In such instance, the process shall be as proscribed for that hearing by Council.

### **3.9 Ordinances**

All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared for presentation to the Council, unless requested by a majority of the Council, or requested by the City Manager or City Attorney.

Ordinances will be introduced and enacted by an Ordinance Number.

The City Clerk or designee shall read the title of the ordinance prior to voting unless the ordinance is on the Consent Agenda.

Upon enactment of the ordinance, the City Clerk shall obtain the signature of the City Attorney and the Mayor. After the Mayor's signature, the City Clerk shall sign the ordinance.

Ordinances, or ordinance summaries, shall be published in the official newspaper as provided by law.

### **3.10 Resolutions**

Introduction, reading by agenda title and voting upon resolutions. A resolution is adoption of a City policy or decision.

### **3.11 Unfinished Business**

Motions and other unfinished business of a general nature.

### **3.12 New Business**

Motions and business which has not previously been before the City Council.

### **3.13 Reports by the City Manager**

The City Manager may update Councilmembers on current issues or items of Council interest.

### **3.14 City Council Comments**

The Mayor and Councilmembers may take this opportunity to make comments, extend compliments, express concerns, report to the Council as Board, Committee and Commission liaisons, or make announcements concerning any topic they wish to share.

### **3.15 Adjournment**

Recess - The foregoing agenda may be interrupted for a stated time as called by the Presiding Officer to recess for any reason, including executive sessions.

## **SECTION 4 - ORDER OF BUSINESS OF COUNCIL STUDY SESSION AGENDA**

### **4.1 Call to Order**

### **4.2 Items for Discussion**

### **4.3 Reports by the City Manager**

### **4.4 City Council Comments**

### **4.5 Adjournment**

## **SECTION 5 - COUNCILMEMBER ATTENDANCE AT MEETINGS**

Councilmembers will inform the Mayor, City Manager or City Clerk if they are unable to attend any Council meeting, or if they knowingly will be late to any meeting. The minutes will show the Councilmember as having an excused absence. Attendance at Council Study Sessions are not mandatory and will not be considered for purposes of RCW 35A.12.060.

## **SECTION 6 - PRESIDING OFFICER - DUTIES**

### **6.1 Conduct of Meetings**

The Presiding Officer at all meetings of the Council shall be the Mayor and in the absence of the Mayor, the Deputy Mayor will act in that capacity. In the absence of the Mayor appointing a temporary Presiding Officer, if both the Mayor and Deputy Mayor are absent and a quorum is present, the Council shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

### **6.2 The Presiding Officer:**

- a. Shall preserve order and decorum at all meetings of the Council and to cause the removal of any person from any meeting for disorderly conduct;
- b. Shall observe and enforce all rules adopted by the Council;
- c. Shall decide all questions on order, in accordance with Roberts

Rules of Order or, if not applicable, with these rules, subject to appeal by any Councilmember;

- d. Shall recognize Councilmembers in the order in which they request the floor. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers;
- e. May affix approximate time limit for each agenda item;

- f. When matters on the agenda are placed under more than one classification, as defined by “Order of Business,” and involve or are closely related to the same subject matter, then and in that event, the Presiding Officer may, within the presiding officer’s discretion, without the necessity of any vote thereon, consider and vote on all of such matters, notwithstanding their different places on the agenda.

## **SECTION 7 - COUNCILMEMBERS**

### **7.1 Speaking**

Councilmembers desiring to speak shall address the ~~presiding~~ Presiding Officer, and when recognized, shall confine him/herself to the question under debate and avoid repetitive discussion or arguments.

### **7.2 Questioning**

Any member of the Council, including the Presiding Officer, shall have the right to question an individual, including members of the staff, on matters germane to the issue properly before the Council for discussion. Under no circumstances shall such questioning be conducted in a manner to the extent that such would constitute a cross-examination of or an attempt to ridicule or degrade the individual.

### **7.3 Conflict of Interest**

Councilmembers are subject to the provisions of the City of Lakewood’s Code of Ethics and should refer to that document in questions of Conflict of Interest.

## **SECTION 8 - DEBATES**

### **8.1 Interruption**

No member of the Council, including the Presiding Officer, shall interrupt or argue with any other member while such member has the floor, other than the Presiding Officer’s duty to preserve order during meetings as provided in Section 6.2a of these rules.

### **8.2 Courtesy**

All speakers, including members of the Council, which includes the Presiding Officer, in the discussion, comments, or debate of any matter or issue shall address their remarks to the Presiding Officer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in insinuations with respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.

### **8.3 Transgression**

If a member of the Council shall transgress these rules on debates, the Presiding Officer shall call such member to order, in which case such member shall be silent except to explain or continue in order. If the Presiding Officer shall transgress these rules on debate or fail to call such member to order, any other member of the Council may, under a point of order, call the Presiding Officer or such other member to order, in which case the Presiding Officer or such member, as the case may be, shall be silent except to explain or continue in order.

#### **8.4 Challenge to Ruling**

Any member of the Council, including the Presiding Officer, shall have the right to challenge any action or ruling of the Presiding Officer, or member, as the case may be, in which case the decision of the majority of the members of the Council present, including the Presiding Officer, shall govern.

#### **8.5 City Manager**

The City Manager shall have the right to enter into a discussion of any matter coming before the City Council.

### **SECTION 9 - PARLIAMENTARY PROCEDURES AND MOTIONS**

Questions of parliamentary procedure, not covered by these rules, shall be governed by Robert's Rules of Order.

### **SECTION 10 - VOTING**

#### **10.1 Voice Vote**

A generalized verbal indication by the Council as a whole of "yea" or "nay" vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side. Each member present must vote on all questions before the Council and may abstain only for reasons acceptable to a majority of the Council such as stated conflict of interest of an issue of appearance of fairness.

### **SECTION 11 - MAYOR/DEPUTY MAYOR/COUNCILMEMBER PRO TEMPORE SELECTION PROCESS**

Biennially at the first regularly scheduled meeting in January, the Councilmembers shall choose by majority vote, a chairperson from among themselves, and such person shall be titled Mayor. The Mayor shall continue to have all rights, privileges and immunities of a member of the Council and shall serve for a two-year term.

Biennially at the first regularly scheduled meeting in January, the Councilmembers shall choose a Deputy Mayor from the members thereof, by

majority vote. The Deputy Mayor shall serve in the absence or temporary disability of the Mayor.

In the event of extended excused absences or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

## **SECTION 12 - COUNCIL POSITION VACANCY**

In the event that an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the Council, a qualified person to fill the vacancy pursuant to State law. The Council may make such appointment at its next regular meeting, or at a special meeting called for that purpose. If the Council does not appoint a person within the ninety day period, the Mayor may make the appointment from among the persons nominated by members of the Council.

## **SECTION 13 - COUNCIL MEETING STAFFING**

### **13.1 City Manager**

The City Manager shall attend all meetings of the Council unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Manager has an excused absence, the designated Acting City Manager shall attend the meeting. The City Manager shall notify Council who will be the Acting City Manager in his/her absence.

### **13.2 City Attorney**

The City Attorney shall attend all meetings of the Council unless excused, and shall upon request; give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian. The Acting City Attorney shall attend meetings when the City Attorney has been excused.

### **13.3 City Clerk**

The City Clerk, or designee, shall attend all meetings of the Council, keep the official journal (minutes), and perform such other duties as may be needed for the orderly conduct of the meeting. The Acting City Clerk shall attend meetings when the City Clerk has been excused.

## **SECTION 14 - COUNCIL RELATIONS WITH STAFF<sup>4</sup>**

There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting. City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.

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4. RCW 35A.13.120 City Manager – Interference by councilmembers.

All written informational material requested by individual Councilmembers shall be transmitted after approval of the City Manager, to all Councilmembers. RCW 35A.13.120 prohibits any Councilmember from directing staff in any way.

Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.

Councilmembers shall not attempt to change or interfere with the operating rules and practices of any City department.

No Councilmember shall direct the City Manager to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council.

Individual requests for information can be made to the City Manager with a copy to the appropriate Department Director. If the request has any potential to create a change in work assignments or City staffing levels, the City Manager may refer the individual Councilmember to the full Council.

Council shall direct citizen inquiries to the City Manager for referral to the appropriate department(s) for a response. The City Manager shall keep the Council informed on the disposition of citizen inquiries.

## **SECTION 15 - COUNCIL REPRESENTATION**

If a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember must state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position.

Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another government agency or community organization.

## **SECTION 16 - CONFIDENTIALITY**

RCW 42.23.070 prohibits disclosure of confidential information learned by reason of the official position of a City officer.

Councilmembers must keep ~~confidential~~ information provided to them in their official capacity during Executive Sessions, confidential to ensure that the City's position is not compromised.

~~Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure under exemptions set forth in the Revised Code of Washington. Any and all requests for public disclosure~~ directed to Council members, either individually or collectively, must be referred to reviewed by the City Attorney and Council members are expected to coordinate legally compliant responses with the City Attorney.



## SECTION 17 –ELECTRONIC MEDIA AND COMMUNICATION

~~Councilmembers shall use their assigned City email address/account for receiving and sending email on City business matters and use their personal email address for personal mail.~~ City business shall be conducted exclusively on City issued equipment. Such equipment shall be maintained by the City.

Councilmembers shall not use their email accounts to deliberate, discuss, consider, review, evaluate and take final actions, as amongst themselves, on any official business of the City.

Emails which request a Councilmember's attendance at a public event, or which may be potentially deliberative shall be forwarded to the City Manager's Office for distribution to the Council and/or placed on the Council's agenda, as appropriate.

### City Council Rules of Procedure:

Adopted December 18, 1995	Resolution No. 1995-26
Amended July 15, 1996	Resolution No. 1996-24
Amended October 4, 2004	Resolution No. 2004-22
Amended March 5, 2007	Resolution No. 2007-04
Amended February 19, 2008	Resolution No. 2008-06
Amended July 16, 2012	Resolution No. 2012-24
Amended March 2, 2015	Resolution No. 2015-07
Amended January 17, 2017	Resolution No. 2017-02
<u>Amended November 1, 2021</u>	<u>Resolution No. 2021-12</u>



**LAKESWOOD PARKS & RECREATION ADVISORY BOARD  
REGULAR MEETING MINUTES  
Tuesday July 27, 2021– 5:30 PM  
Zoom Meeting**

**CALL TO ORDER**

Vito Iacobazzi called the meeting to order at 5:32 p.m.

**ATTENDANCE:**

**PRAB Members Present:** Vito Iacobazzi-Vice-Chair, Sylvia Allen, Fred Ramey, Susan Dellinger

**PRAB Members Excused:** Jason Gerwen-Chair, Alan Billingsley, Michael Lacadie

**Staff Present:** Mary Dodsworth – Director, Nikki York – Office Assistant

**Council Liaison:** Linda Farmer

**APPROVAL OF MINUTES:** Sylvia Allen moved and Fred Ramey seconded the motion to approve the minutes of the June 22, 2021 meeting as written. MPU.

**NEW BUSINESS:**

**Joint Meeting with Council Recap:** Vito Iacobazzi asked for a quick update on the joint meeting. Mary Dodsworth thought it was a great meeting and really liked that the board asked the council about their favorite parks. Fred Ramey felt it was very valuable and productive. Vito Iacobazzi asked about the research that was provided by Dave Bugher. Noted that we would like that to be on the work program for next year. Linda Farmer commented that the joint meeting went great and it was really nice for the council to be asked their favorite park.

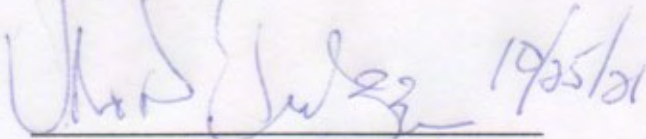
**Parks CIP:** Mary Dodsworth shared a power point presentation of the Parks Capital Improvement Projects including the all abilities playground, Pavilion restroom and warming kitchen, Angle Ln South, Service Club Sign, Harry Todd Waterfront Improvements, Springbrook Park Master Plan, American Lake Waterfront Master Plan, Wards Lake, Edgewater Park Master Plan, Seeley Lake Park Updates, Chambers Creek Trail, Fort Steilacoom Turf Infields. Fred Ramey commented that it is amazing the amount of land that we have acquired. Vito Iacobazzi gave Kudos to Mary Dodsworth and staff.

**Directors Report:** Mary Dodsworth reviewed the Directors Report including: National Night Out Celebration & Dedication, Naming of City Facilities- Claudia Thomas at September Meeting, Forever Green Trails Conference.

**Board Comments:** Vito Iacobazzi shared that we typically have a social gathering in August.

**NEXT MEETING:** The next PRAB meeting will be on Tuesday September 28, 2021 at 5:30 p.m.

**ADJOURNMENT:** Sylvia Allen moved to adjourn the meeting at 6:21 p.m. Fred Ramey seconded. MPU

 10/25/21

Vito Iacobazzi-Vice-Chair

*Nikki York*

Nikki York, Office Assistant



**PLANNING COMMISSION  
REGULAR MEETING MINUTES  
October 6, 2021  
Virtual Meeting via ZOOM  
6000 Main Street SW, Lakewood, WA 98499**

**Call to Order**

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

**Roll Call**

Planning Commission Members Present: Don Daniels, Chair; Connie Coleman-Lacadie, Ryan Pearson and Linn Larsen.

Planning Commission Members Excused: Paul Wagemann and Phillip Combs

Commission Members Absent: None

Staff Present: David Bugher, Assistant City Manager, Development Services; Tiffany Speir, Long Range & Strategic Planning Manager; and Karen Devereaux, Administrative Assistant  
Council Liaison: Paul Bocchi (not present)

**Approval of Minutes**

**The minutes of the meeting held on September 15, 2021 were approved as written by voice vote M/S/C Pearson/Larsen. The motion passed unanimously, 4 - 0.**

**Agenda Updates** None

**Public Comments**

This meeting was held as a virtual-only meeting. Citizens were encouraged to attend and/or to provide written comments prior to the meeting. No virtual public or written comments were received.

**Public Hearings**

Continuation of the 2022 Comprehensive Plan Docket List Hearing

Ms. Tiffany Speir briefly reviewed each of the proposed amendments.

The following proposed amendments are included within the 2022 Comprehensive Plan and Zoning Map amendment cycle:

**City-Initiated 2022 Text and Designation/Zone Applications**

- 2022-01** Review and update of Zoning, Policies and Code related to Tree Preservation, including the redesignation and rezoning zone of acreage hosting Garry Oaks near St. Clare Hospital from Public Institutional (PI) to Open Space & Recreation 1 (OSR1)
- 2022-02** Update of Tillicum Neighborhood Plan and Tillicum Center of Local Importance (CoLI)
- 2022-03** Review and update of Housing Chapter and related amendments to LMC Title 18A development regulations
- 2022-04** Review of Zoning, Policies and Code related to Adult Family Homes (focus on potential allowance of AFHs in Air Corridor 1 (AC1) and Air Corridor 2 (AC2) zones)
- 2022-05** Update sections of the Comprehensive Plan to reflect the adoption of VISION 2050 by the Puget Sound Regional Council (see, e.g., Section 1.6.7.1)
- 2022-06** Update Comprehensive Plan Figures 3-5, 3-6, and 3-8 to reflect adoption of the 2020 Parks Legacy Plan; update Figure 4.1 with an updated Urban Focus Area

2022-07 map depicting the Downtown and Lakewood Station District Subareas, the Tillicum Neighborhood, and the City Landmarks listed in Section 4.4 text Parking Requirements in LMC Chapters 18A.80 and in 18C.600 (Lakewood Station District Subarea Plan)

Chair Don Daniels opened the floor for public hearing comments. No public were attending the virtual meeting and no one had submitted any additional written comments. Chair Don Daniels closed the floor for public hearing comments.

**Ms. Connie Coleman-Lacadie made the motion to approve Resolution 2021-04 as written recommending the docket list for the 2022 Comprehensive Plan Amendment Cycle. Mr. Linn Larsen seconded. The motion passed unanimously, 4-0.**

**Unfinished Business** None

**New Business**

Adult Family Homes in Air Corridor 1 (AC1) and Air Corridor 2 (AC2)

Mr. David Bugher informed the commissioners of scheduled meetings to discuss this topic with JBLM management and the South Sound Military and Communities Partnership (SSMCP) Executive Leadership Team and Steering Committee. Once all feedback had been received from these meetings, Mr. Bugher would resume the discussion with Planning Commission.

**Report from Council Liaison** None

**Reports from Commission Members and Staff**

Future Planning Commission Agenda Topics

11/3/21: Public hearing on 5 Year Energy & Climate Change Implementation Plan (*tentative*)

11/17/21: Finalize 5 Year Energy & Climate Change Implementation Plan recommendations (*tentative*); American Rescue Plan Act (ARPA) Housing and Business Assistance Updates

**Next Regular Meeting** The next regular meeting would be held on November 3, 2021.

**Meeting Adjourned** at 6:52 p.m.

  
Don Daniels, Chair  
Planning Commission 10/20/2021

  
Devereaux, Recording Secretary  
Planning Commission 10/20/2021



To: Mayor and City Councilmembers  
From: Tho Kraus, Deputy City Manager  
Through: John J. Caulfield, City Manager  
Date: November 1, 2021  
Subject: Public Hearing - 2021/2022 Mid-Biennium Budget Adjustment

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## BACKGROUND

The proposed budget adjustment makes the following types of modification to the current biennium:

- Revise the estimated beginning fund balance to reflect the final 2020 ending fund balance (General Fund increased by \$157,680);
- Adjustments to incorporate items previously approved by the City Council;
- Appropriate projects funded by grants and contributions;
- Continuation of capital projects; and
- New allocations.

## CHANGE SINCE OCTOBER 11, 2021 STUDY SESSION PRESENTATION

- Fund 195 Public Safety Grant Fund. Updated the Emergency Management Performance Grant (EMPG) from \$14,927 to \$50,805.
- Fund 196 American Rescue Plan Act (ARPA) Fund. Removed ARPA Fund budget adjustments as these are being considered separate from the mid-biennium budget adjustment.

## NEW FUNDS

The budget adjustment introduces the creation of new/designation of funds as follows:

- **American Rescue Plan Act (ARPA) Fund** – This is a new fund established for the purpose of segregating revenues received through and the expenditures eligible under, the American Rescue Plan Act of 2021. The ARPA Fund shall consist of monies allocated to the City under the American Rescue Plan Act of 2021 and distributed to the City in 2021 and 2022. The City shall appropriate and use ARPA Fund only for the eligible purposes as permitted by the ARPA and the U.S. Department of the Treasury.
- **Real Estate Excise Tax Fund.** This is a new fund established for the purpose of accounting and reporting of REET 1 and REET 2 revenues. This new capital project fund shall replace and eliminate the current real estate excise tax special revenue fund (net effect is re-designate the original special revenue fund as a

capital project fund). The City shall appropriate and use Real Estate Excise Tax Fund only for the eligible capital projects as approved by the City Council and permitted by State law.

- **Economic Development Opportunity Fund.** Designate funds within the General Fund for the purpose of providing economic development related opportunities.

## **CURRENT STATE OF THE ECONOMY & BUDGET ADJUSTMENT APPROACH**

The proposed mid-biennial budget adjustment takes into consideration the current state of the local, regional, national and global economy under the COVID-19 pandemic and the resulting financial uncertainties, particularly as it relates to the global supply chain network. The supply chain crunch that was meant to be temporary is expected to last well into 2022 as the surging delta variant upends factory production in Asia and disrupts shipping, and is impacting the world economy. Manufacturers reeling from shortages of key components and higher raw material and energy costs are being forced into bidding wars to get space on vessels, pushing freight rates to record levels and prompting some exporters to raise prices or simply cancel shipments altogether. Port congestion and shortage of container shipping capacity is expected to last through the end of 2021 and into 2022.

Due to financial uncertainties, the City continues to take a cautionary approach to revenue forecasting in accordance with the City's adopted financial policies. For example, sales tax revenue collections in 2020 came in at pre-pandemic levels, and year-to-date July 2021 collections remain strong, and are exceeding year-to-date July 2020 levels. However, there is not a guarantee this level of sales tax collections will continue in 2022 given the new economic uncertainties. The good news is that the higher than anticipated revenue collections in 2020 and 2021 coupled with the action strategies put in place to address the impact of the pandemic in 2020 has resulted in one-time monies that are available for capital infrastructure projects and other one-time investment opportunities in 2022 to include the creation of an economic development opportunity program.

Given the 2022 operating margin between General Fund operating revenues and operating expenditures is very tight, new positions that are proposed beginning July 1, 2022 will not be filled until fiscal year 2021 is closed and a review and evaluation Q1, 2022 operating revenues is completed. We will also review and update and six-year financial forecast to ensure they are financially sustainable beyond 2022. These steps are necessary to ensure the General Fund has the fiscal capacity to fill the positions while operating within the City's adopted financial policies. This does not apply to ARPA funded positions or the permit technician position since these positions are funded with dedicated ARPA and development services fees, respectively.

A key attribute of the City's financial successes in recent years has been the adopted financial policies that provide a vital framework for governance and decision-making, especially in regards to issues that substantively impact the City's finances such as the current economic uncertainty. These policies have served the City very well during our region's pre-pandemic economic prosperity and they are serving us very well as the foundation for the City's response to the pandemic to include this mid-biennial budget review that in turn will allow the City to ensure a sustainable financial future by not overextending itself.

**ITEMS FOR CONSIDERATION**

**Collective Bargaining Agreements.** The budget adjustment does not include potential impacts of unsettled collective bargaining agreements.

Group	Current Contract	Status
AFSCME	1/1/2020 – 12/31/2021	Expires end of 2021. Negotiations to be scheduled.
Teamsters	1/1/2019 – 12/31/2021	Expires end of 2021. Negotiations to be scheduled
LPIG	1/1/2021 – 12/31/2022	Current.
LPMG	1/1/2020 – 12/31/2022	Current.

**Transportation Benefit District.** Allocate the current biennium’s \$20 vehicle licensing fee revenue in accordance with City Council direction, including the potential of a bond issue in support of transportation capital projects. As part of this process, update the list of TBD projects completed and eligible.

**Transportation Mitigation Fees.** Life-to-date through August 2021 traffic mitigation fees received total \$103,505 and is expected to grow to \$200,000 in the near future according to the City’s Assistant City Manager/Community and Economic Development Services Director. Plan for the use of these moneys is to first to construct a new traffic signal at Avondale and Gravelly Lake Drive to include signal coordination along the Gravelly Lake Drive Corridor. The estimated cost for a new traffic signal in 2020 dollars is roughly \$700,000 and is anticipated to be covered 50% by traffic mitigation funds matched by 50% City funds.

**Abatement Funds.** Demolition of the former QFC building that is under an abatement order and has been declared unsafe by the City’s hearing examiner that will require additional abatement funds unless the property owner moves forward with securing a demolition permit to abate. If the City were to proceed with abatement, the current estimated cost for the demolition including asbestos removal is \$315,000 and would likely be funded with a combination of available abatement funds and a financial contribution from the General Fund. Once completed, a lien would be placed on the property to ensure the owner reimburses the City of the abatement costs.

**Public Art Program.** The Lakewood public art program provides cohesive short and long-term plans for implementing and funding public art. In March 2020, the Public Art Program was presented to the City Council with the intent of starting in 2022. The program included a detailed budget, goals, priorities, guidelines, types of art to be implemented, a framework for selecting artists, and plan to maintain the art. Cities who have implemented a public art program include a more efficient, cost effective process, increased tourism/visitors, community pride, decreased graffiti, representation of cultural diversity, a strong sense of community engagement, beautification and a more desirable place to live, work and play. At that time, the City Council was supportive and the plan was to consider it for the 2021/2022 biennial budget. However, due to financial constraints at the time, the program was not included in the 2021/2022 biennial budget for consideration and will be reconsidered as part of the 2023/2024 budget process. The projected average annual program costs is \$80,000/year or \$480,000 over six years. Funding source is McGavick Center revenues of \$15,000 annually (does not take into consideration of COVID-19 pandemic) leaving \$60,000 needed from other sources. Program expenditures include personnel, art integration framework plan document, signal & utility box wraps, murals, plinth design, rotating art, purchase of art piece and interactive art piece. The cost to implement Year 1 \$63,500 for the following: \$32,000 for personnel (\$20,000 for contract personnel & \$12,000 for in-house personnel); \$3,500 for art integration framework plan document; \$22,000 for signal and utility box wraps (for 10 and includes design, production and installation); and \$6,000 for a 20x15 foot mural, artist fee and materials.

**Municipal Court Contracted Services.** A review of Municipal Court as it relates to the contracted services is scheduled to be completed in November. The resulting estimated financial impact will be incorporated in the 2022 carry forward budget adjustment.



**PWE Grant Applications Submitted.** Below is a list of grant applications submitted and if awarded and accepted, will be incorporated into the budget at a later date.

- 302.0135 Streets: Washington Boulevard and Edgewood Drive (North Fort to Gravelly Lake Drive)
  - TIB Grant: 2021 Urban Funding for Urban Arterial Program (UAP)
  - Total project cost \$11,335,000
    - Grant Request \$4,000,000
    - Local Funds Budgeted \$7,335,000
  - For reconstruction and widening
  
- 302.0024 Steilacoom Blvd SW Improvements – 87<sup>th</sup> Ave SW to Weller Rd SW
  - TIB Grant: 2021 Sidewalk Funding for Urban Sidewalk Program (USP)
  - Total project cost \$5,165,423
    - Grant Request \$442,680
    - Local Funds Budgeted \$4,722,743
  - For construction
  
- 302.0116 Custer Rd SW – Bridgeport Way SW to 75<sup>th</sup> St SW
  - TIB Grant: 2021 Urban Funding for Urban Arterial Program (UAP)
  - Total project cost \$2,432,820
    - Grant Request \$1,946,256
    - Local Funds Needed \$486,564
  - For reconstruction and widening
  
- 302.0072 59<sup>th</sup> Ave SW – 100<sup>th</sup> St SW to Bridgeport Way SW
  - TIB Grant: 2021 Sidewalk Funding for Urban Sidewalk Program (USP)
  - Total project cost \$192,190
    - Grant Request \$142,221
    - Local Funds Budgeted \$49,969
  - For design and construction

**Fleet & Equipment 2022 Replacement Reserves.** Due to COVID-19 pandemic and uncertainty of financial impact to the City, the replacement reserves were temporarily suspended for fleet and equipment. The proposed budget adjustment includes restoring \$907,987 fleet & equipment reserves in 2021. Restoring 2022 reserves of \$852,806 will be considered as part of the 2022 carry forward budget adjustment.

## PROPOSED BUDGET ADJUSTMENT SUMMARY

### Year 2021:

- Increases beginning fund balance by \$0.16M, resulting in a revised estimate of \$42.10M;
- Increases revenues by \$16.53M, resulting in a revised estimate of \$114.03M;
- Increases expenditures by \$14.53M, resulting in a revised estimate of \$129.50M; and
- Increases ending fund balance by \$2.15M, resulting in a revised estimate of \$26.63M.

### Year 2022:

- Increase beginning fund balance by \$2.15M, resulting in a revised estimate of \$26.63M;
- Increases revenues by \$0.60M, resulting in a revised estimate of \$77.68M;
- Increases expenditures by \$1.22M, resulting in a revised estimate of \$78.19M; and
- Decreases ending fund balance by \$1.54M, resulting in a revised estimate of \$26.12M.

The table below provides a breakdown of the proposed budget adjustment (\$ in millions):

Fund Group	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance		
	Current Budget	Prop Adj	Proposed Revised Budget	Current Budget	Prop Adj	Proposed Revised Budget	Current Budget	Prop Adj	Proposed Revised Budget	Current Budget	Prop Adj	Proposed Revised Budget
<b>Total Year 2021</b>	\$ 41.94	\$ 0.16	\$ 42.10	\$ 97.50	\$ 16.53	\$ 114.03	\$ 114.97	\$ 14.53	\$ 129.50	\$ 24.48	\$ 2.15	\$ 26.63
General	\$ 13.57	\$ 0.16	\$ 13.73	\$ 38.68	\$ 2.91	\$ 41.59	\$ 41.23	\$ 4.26	\$ 45.49	\$ 11.03	\$ (1.20)	\$ 9.83
Special Revenue	\$ 5.23	\$ -	\$ 5.23	\$ 17.21	\$ 2.02	\$ 19.23	\$ 19.28	\$ 1.82	\$ 21.09	\$ 3.17	\$ 0.20	\$ 3.37
Debt Service	\$ 0.99	\$ -	\$ 0.99	\$ 2.76	\$ (0.01)	\$ 2.75	\$ 2.88	\$ (0.13)	\$ 2.74	\$ 0.87	\$ 0.12	\$ 0.99
Capital Projects	\$ 11.28	\$ -	\$ 11.28	\$ 27.85	\$ 10.17	\$ 38.03	\$ 36.56	\$ 8.06	\$ 44.62	\$ 2.57	\$ 2.12	\$ 4.69
Enterprise	\$ 5.82	\$ -	\$ 5.82	\$ 5.45	\$ 0.05	\$ 5.50	\$ 8.51	\$ (0.01)	\$ 8.50	\$ 2.77	\$ 0.06	\$ 2.83
Internal Service	\$ 5.05	\$ -	\$ 5.05	\$ 5.54	\$ 1.39	\$ 6.93	\$ 6.52	\$ 0.54	\$ 7.06	\$ 4.07	\$ 0.85	\$ 4.93
<b>Total Year 2022</b>	\$ 24.48	\$ 2.15	\$ 26.63	\$ 77.07	\$ 0.60	\$ 77.68	\$ 76.98	\$ 1.22	\$ 78.19	\$ 24.58	\$ 1.54	\$ 26.12
General	\$ 11.03	\$ (1.20)	\$ 9.83	\$ 40.23	\$ 0.86	\$ 41.09	\$ 40.46	\$ 1.84	\$ 42.30	\$ 10.80	\$ (2.18)	\$ 8.62
Special Revenue	\$ 3.17	\$ 0.20	\$ 3.37	\$ 5.66	\$ 0.05	\$ 5.70	\$ 5.26	\$ 0.05	\$ 5.31	\$ 3.56	\$ 0.20	\$ 3.76
Debt Service	\$ 0.87	\$ 0.12	\$ 0.99	\$ 2.77	\$ (0.00)	\$ 2.77	\$ 2.47	\$ 0.04	\$ 2.51	\$ 1.18	\$ 0.08	\$ 1.26
Capital Projects	\$ 2.57	\$ 2.12	\$ 4.69	\$ 15.52	\$ (0.55)	\$ 14.97	\$ 15.76	\$ (0.56)	\$ 15.20	\$ 2.32	\$ 2.13	\$ 4.45
Enterprise	\$ 2.77	\$ 0.06	\$ 2.83	\$ 7.57	\$ 0.05	\$ 7.62	\$ 7.60	\$ (0.34)	\$ 7.26	\$ 2.73	\$ 0.45	\$ 3.18
Internal Service	\$ 4.07	\$ 0.85	\$ 4.93	\$ 5.34	\$ 0.19	\$ 5.53	\$ 5.43	\$ 0.19	\$ 5.62	\$ 3.98	\$ 0.85	\$ 4.84

## GENERAL FUND ENDING FUND BALANCE

In support of the City's financial integrity, the City Council originally adopted on September 15, 2014, a set of financial policies including fund balance reserves totaling 12% of General/Street O&M Funds operating revenues as follows:

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

The proposed budget adjustment includes \$2,000,000 (\$1,000,000 in 2021 + additional \$1,000,000 in 2022) set aside for Economic Development Opportunity Fund. This set aside is shown as a designation of General Fund ending fund as shown below.

With this proposed budget adjustment, 2022 estimated General/Street O&M Funds ending fund balance of \$8.62M equates to 20.7% of General/Street O&M Funds operating revenues. The proposed revised operating revenues & expenditures and ending fund balance reserves is in alignment with the City's adopted financial policies.

The proposed composition of ending fund balance is as follows:

	2020 Actual	2021 Proposed Revised	2022 Proposed Revised
<b>General Fund Ending Fund Balance</b>			
2% GF Contingency Reserves	\$ 826,363	\$ 833,652	\$ 834,699
5% GF Ending Fund Balance Reserves	2,065,908	2,084,130	2,086,746
5% GF Strategic Reserves	2,065,908	2,084,130	2,086,746
<b>Total 12% GF Reserves</b>	<b>\$ 4,958,178</b>	<b>\$ 5,001,912</b>	<b>\$ 5,008,191</b>
Proposed Set Aside for Economic Development Opportunity	-	1,000,000	2,000,000
Unreserved/Designated for 2023/2024 Biennial Budget	8,772,623	3,830,320	1,616,493
<b>Total GF Ending Fund Balance at Year-End</b>	<b>\$ 13,730,802</b>	<b>\$ 9,832,230</b>	<b>\$ 8,624,683</b>

The proposed budget adjustment is summarized as follows:

General Fund Summary of Sources, Uses & Ending Fund Balance	2020 Actual	2021 Proposed Revised	2022 Proposed Revised
Operating Revenue	\$40,461,225	\$40,720,686	\$40,727,016
Operating Expenditures	34,981,655	39,673,901	40,725,708
<b>Operating Income / (Loss)</b>	<b>\$ 5,479,570</b>	<b>\$ 1,046,785</b>	<b>\$ 1,308</b>
<b>As % of Operating Expenditures</b>	<b>15.7%</b>	<b>2.6%</b>	<b>0.0%</b>
Other Financing Sources	3,434,273	869,755	363,250
Other Financing Uses	5,057,091	5,815,111	1,572,098
<b>Beginning Fund Balance</b>	<b>\$9,874,049</b>	<b>\$13,730,802</b>	<b>\$9,832,230</b>
<b>Ending Fund Balance</b>	<b>\$13,730,802</b>	<b>\$9,832,230</b>	<b>\$8,624,683</b>

## PROPOSED BUDGET ADJUSTMENT DETAILS

The narrative below provides detailed information on the proposed budget adjustments. A summarized list is included as an attachment to this memo.

### Fund 001 General

#### Revenue Adjustments, Revenue/Ongoing

**Property Tax.** Increase 2022 property tax revenue estimate by \$96,510 for a total revised estimate of \$7,605,010. The revised estimate is based on preliminary assessed values provided by Pierce County and assumes the City Council will adopt a 1% increase as authorized by state law, which is consistent with previous City Council action.

**Sales Tax.** Increase revenue estimates by \$1,940,000 in 2021 and \$276,000 in 2022, resulting in revised estimates of \$12,000,000 and \$11,000,000, respectively.

**Parks Sales Tax.** Increase revenue estimates by \$75,000 in 2021 and \$0 in 2022, resulting in revised estimates of \$650,000 and \$670,000, respectively.

**Criminal Justice Sales Tax.** Increase revenue estimates by \$150,000 in 2021 and \$0 in 2022, resulting in revised estimates of \$1,193,000 and \$1,188,900, respectively.

**Admissions Tax.** Reduce revenue estimates by \$50,000 in 2021 and \$40,000 in 2022, resulting in revised estimates of \$150,000 and \$235,000 respectively.

**Gambling Tax.** Increase revenue estimates by \$348,000 in 2021 and \$119,960 in 2022, resulting in revised estimates of \$2,800,000 and \$3,000,000 respectively.

**Liquor Excise Tax.** Increase revenue estimates by \$0 in 2021 and \$54,529 in 2022, resulting in revised estimates of \$339,770 and \$389,129 respectively.

**Liquor Profits.** Decrease revenue estimates by \$0 in 2021 and \$15,959 in 2022, resulting in revised estimates of \$474,240 and \$469,971 respectively.

**Municipal Court Fines & Forfeitures.** Decrease revenue estimates by \$75,000 in 2021 and \$75,000 in 2022, resulting in revised estimates of \$588,205 and \$588,205 respectively.

**Photo Infraction Fines & Forfeitures.** Increase revenue estimates by \$100,000 in 2021 and \$100,000 in 2022, resulting in revised estimates of \$800,000 and \$800,000 respectively.

#### **CM – Camera Equipment, New/1-Time**

Add \$16,500 for purchase of new camera equipment in support of the City’s communications program. The current camera and camcorder were purchased many years ago and is outdated. DSLR cameras are considered the best digital camera and videography and provides a clearer, more detailed image, giving the photographer more control, and greater creative flexibility, even in low light situations. DSLR cameras have a long battery life, better when it comes to ergonomics, and great for action photos. The budget request includes the cost of the camera(s), memory cards, battery, lenses, microphone, recorder, tripod, chargers, carrying case, communications drone, other miscellaneous accessories, and tax.

#### **CM – State Governmental Relations Contract, New/Ongoing**

Add \$3,450 in 2022 for increase in Gordon Thomas Honeywell (GTH) contract for State Government Relations Contract for a total contract of \$61,100 (\$60,100 base rate plus expenses not to exceed \$1,000). GTH: provides assistance in planning state legislative information and lobbying; monitors legislative activity; represents the City’s legislative objectives; provides activity reports; attends City meetings; and assists in drafting bills.

#### **CM – Federal Governmental Relations Contract, New/Ongoing**

Add \$4,725 in 2022 for increase in Johnston Group contract for Federal Government Relations Contract for a total contract of \$60,725. This proposal is a 5% increase over the 2021 retainer and is the first proposed increase in the retainer since Johnston Group started working with the City in 2014. The retainer includes all expenses with the exception of transportation and lodging connected to City trips to Washington, DC, which is not anticipated for this scope of work while the COVID-19 pandemic continues. Whenever possible, the Johnston Group will combine client travel to Washington, DC to further reduce costs.

#### **CM – Communications Strategic Plan, New/1-Time**

Add \$35,000 in 2021 to hire a consultant firm to collaborate on a strategic community engagement plan. The primary goals include: strategize the expansion of the City’s audience; and develop tactics to serve key messages to hard-to-reach demographics. Secondary goals include: Develop “inventory” of audiences, stakeholders, partners, demographics; identify prescribe tactics to engage individual audiences, stakeholders; Identify available channels and prescribe tactics to optimize reach; identify key messages and prescribe tactics to disseminate; develop tactics to reach BIPOC, ESL, low-income, and other hard to reach communities; review current communications and prescribe improvements; plan for measurement of outcomes.

#### **CM – Communications Intern, New/1-Time**

Add \$25,000 for an intern beginning in 2022 to assist with implementing the Strategic Community Engagement Plan. The additional funding will allow the communications team greater opportunities to: contribute to the attraction of overnight tourism to Lakewood through marketing and promotion; support City Council’s Goal of Transparency, to include enhancing communications about issues, projects and services; enhance the City’s capacity to produce content, invite engagement, and deliberately target hard-to-reach communities; and enhance inclusive communications through “penetrative storytelling” – producing content within and about a fuller spectrum of Lakewood’s neighborhoods, demographics, languages and socioeconomics, in alignment with the City’s Vision Statement in regards to embracing inclusivity and more equitable delivery of services.

#### **FI – Association of Washington Cities Membership Dues (AWC) – Non-Departmental, New/Ongoing**

Add \$2,252 in 2022 for increase in AWC for increase in membership dues for a total budget of \$46,362. The fee amount is based on (1) the City’s population as estimated by the OFM (Office of Financial Management) and (2) the rate of change in the state and local government component of the IPD (Implicit Price Deflator) of 4.64%.

#### **CD – Sustainability Officer 1.00 FTE (Limited Term Position through 12/31/2024), New/1-Time**

Add \$59,205 in 2022 for personnel costs \$57,500 and office equipment and supplies \$1,705. In 2021, the City Council adopted a new climate chapter to the City’s comprehensive plan, and a climate change action plan. This position would implement the City’s climate change policies and programs, coordinate with city departments, outside agencies, and private and public utility providers. This position is also responsible for preparing annual reports on the City’s efforts to reduce greenhouse gases (GHGs). Position is proposed start date is July 1, 2022.

**CD – Sustainability Office Assistant 0.50 FTE (Limited Term Position through 12/31/2024), New/1-Time**

Add \$15,575 in 2022 for personnel costs \$14,450 and office equipment and supplies \$1,125. This position would provide administrative support to the Sustainability Officer. Position is proposed start date is July 1, 2022.

**CD – ICLEI (Local Governments for Sustainability) Annual Membership Dues, New/1-Time**

Add \$5,000 in 2021 for annual membership dues. The City uses the membership to calculate greenhouse gas emissions.

**CD – Permit Technician 1.00 FTE (Limited Term Position through 12/31/2024), New/1-Time**

Add \$85,025 in 2022 for personnel costs \$83,800 and office equipment and supplies \$1,125. The department has seen a significant increase in the number of planning and building permits. This position would offset current workload. The position would also be used to transition from one automated permitting system to a new permitting system, currently under development with implementation expected during 4<sup>th</sup> Quarter 2021 as well as the implementation of a the document management system. Position is proposed to be funded by development services permits and fees revenue and filled the late 2021/early 2022.

**CD – 3<sup>rd</sup> Party SEPA Review for Western State Hospital, New/1-Time**

Add \$5,000 in 2021 contracted SEPA review services. This project is one-of-a kind requiring expertise for SEPA review. Only a few cities across the nation have a psychiatric hospital within their city limits of the size of Western State Hospital. The environmental review process is unique, and so the City sought outside assistance for advice, but also in an effort to address potential litigation costs. Cost for the review is \$5,000 to be paid by the applicant, Western State Hospital.

**CD – 3<sup>rd</sup> Party SEPA Review for Tree Removal, Retention and Mitigation, New/1-Time**

Add \$5,000 in 2021 contracted SEPA review services. The City is anticipating appeals to development permits involving tree removal permits. For some projects, the City is requiring a review of a developer biological reports and related documents. The costs are expected to be incurred in 2021 and 2022. Unspent funds will be carried over into 2022.

**CD – Tree Preservation Public Participation Plan, New/1-Time**

Add \$60,000 in 2022 for professional services to assist the City in developing a public participation plan for amendments to the City's tree preservation code. The plan consists of a series of activities and actions to both inform and obtain input from the public. Successful public participation has five elements: sets the stage for establishing clear purpose and goals; defines structure and process; establishes commitment amongst stakeholders to the process and provides inclusive and effective representation.

**CD – Economic Development Strategy, New/1-Time**

Add \$35,920 for economic development strategy. The City developed a draft economic development strategy in the fall of 2019, but the adoption of this document was placed on hold due to COVID-19 pandemic. The City is now in the process of updating and finalizing this strategy, which will be used to align City and partner expectations regarding the City's economic development vision and efforts. The final document will be posted to the City's website and should communicate the City's ongoing approach to external audiences (both community members and economic development partners), while also serving as an internal management tool to coordinate efforts across City departments. Scope of work includes baseline information gathering, strategy revisions, and document finalization.

**MC - Office of Public Defense Grant, New Grant/1-Time.**

Add program expenditures of \$68,000 funded by Office of Public Defense Grant. The grant is for a combined 2-year period for 2022-2023 to provide funding for reimbursement of training for public defense service providers, investigator and/or expert services, social worker services to assist public defense attorneys, and interpreter services for attorney-client interviews and communications.

#### **PK – CHOICE Grant, New Grant/1-Time**

Add program expenditures of \$260,000 funded by grant revenue from the Washington State Health Care Authority (HCA) CHOICE. The City has been the fiscal agent for the Lakewood's CHOICE program since July 1, 2019. It is a behavioral health initiative that serves parents and youth directly with various programs and curricula in partnership with the school district and local nonprofit organizations. This initiative does high impact work and is a great partner in Lakewood. The amendment is to add \$260,000 of new money and extend the duration of the contract through 6/30/2023. Most of the contract pays for the two CHOICE contractors who perform the work, and 8% is set aside to cover a portion of the administrative costs as it relates to the Human Services Coordinator position but does not cover other administrative costs such as finance and accounting.

#### **PK – Farmers Market Grant, New Grant/1-Time**

Add Farmers Market program expenditures of \$20,000 funded by grant revenue. The City applied to Washington State Department of Agriculture for recovery funds to support the Lakewood Farmers Market. The grant focused on the impacts that the COVID-19 pandemic had on past operations and provided funds to support the 2021 Farmers Market. Some of the funding impacts included a delay in opening the market, the need to move from City Hall to Fort Steilacoom Park to accommodate new access and spacing requirements, additional signage, staffing, training and never ending changes to COVID-19 safety plans, public health requirements and restrictions.

#### **PK – No Child Left Inside, New Grant/1-Time**

Add recreation program expenditures of \$25,000 funded by grant revenue. The required 25% local grant match will be funded by the existing 2021 recreation budget. The Washington State Legislature created the No Child Left Inside grant program to provide underserved youth with quality opportunities to experience the natural world. The City received this grant to develop an outdoor recreation and education program to serve Lakewood Youth. The program will develop monthly special events that are low to no cost and provide access and equity to our community. The events will include orienteering, geocaching, fishing, and non-motorized water sports, environmental education, bird watching, camping and survival skills, nature, photography, art, and gardening. Program planning will begin in 2021 with program implementation occurring in 2022.

#### **PK – Pierce County Specialized Recreation, New/Ongoing**

Add \$15,000 in 2022 for participating in Pierce County Specialized Recreation program. This program is designed to serve household members with cognitive and developmental disabilities. There are 1,000 households in Pierce County that have a need for specialized recreation services. Currently Metro Parks Tacoma and Pierce County are the only providers while 25-30% of participants come from other cities and towns, including Lakewood. Some participants travel up to three hours for an hour long program. Pierce County will be merging their programs in 2022 for efficiency and providing most of the services out of the Lakewood Community Center. Approximately 8% of program participants are from Lakewood with increased participation base on local program options. The City has been asked to support this program for our more vulnerable residents and their family members. Pierce County will manage this program for all participating entities.

#### **PK – Maintenance Worker 1.0 FTE, New/Ongoing**

Add \$43,000 in ongoing funds to restore funding for the vacant maintenance worker 1.0 position beginning in 2022. This position was included in the original adopted budget as an authorized, yet unfunded position. As part of the City Manager's action strategies to address the financial impact of the COVID-19 pandemic, all current and future vacant positions (regular full-time, regular part-time, limited term, temporary, interns, seasonal) would not be filled for the foreseeable future, with some exception given the funding sources, legal mandates and/or reporting requirements. This position fell into this directive. The request is to restore funding for this position beginning in 2022 to address parks and street operational needs. Participation in parks grew as it was the only outlet for family gatherings, personal recreation, and recess for remote learners and those isolated due to quarantines and other COVID-related regulations. Position is proposed start date is July 1, 2022.

#### **PK - Volunteer Graffiti Program, New/Ongoing**

Add \$10,000 in 2022 to kick start a volunteer graffiti program to include graffiti supplies and appropriate supervision to coordinate and manage the program. The city's maintenance and operations team regularly and proactively addresses the graffiti tagging citywide. When graffiti is identified on private property, the City's code enforcement team reaches out to have them address. In general, private property owners comply and clean their property. The biggest challenge is not cleaning the graffiti. Once graffiti is cleaned up, those who are doing this come back the next day or within days with more tagging. For the most part, the tagging is not gang related, it is a handful or even less number of members in the community who are doing this.

#### **PK – Street End Study, New/1-Time**

Add \$20,000 in 2022 for a street end study. The City has had discussions regarding street end issues and potential policies since incorporation. A more detailed review process occurred in 2007. In 2008-2009 the City completed a comprehensive report on street ends with recommendations from the Parks and Recreation Advisory Board (PRAB). The 2020 Legacy Plan update addressed protecting public spaces including open space, water access, and natural areas for future generations. Street ends were discussed at this time and street end discussions were added to the 2022 work plan. The City will be updating the 2009 street ends report to include a more comprehensive update on each street end in terms of site feasibility and financial costs in 2022. Additional resources and professional services are needed to support the process to include public outreach, site survey, mapping, and public access, landscaping and design work.

#### **PK – Kids Need Play!, Grant/1-Time**

Add \$40,420 in 2021 for Kids Need Play! Program funded by Pierce County ARPA funds and commences 5/1/2021 and ends 10/31/2021. This program replaces loss revenue incurred by providing participants a discount. Pierce County will reimburse the City for the discounted share of the published cost to the participant demonstrated by the documentation of posted rate, discount and discount rate paid, but not for program expenses. The grant also pays for online transaction costs and \$1 per refund transaction fee for refund and enrollment of existing registrants into this program.

#### **PK – SummerFEST Drone Video, New/1-Time**

Add \$30,000 in 2022 for a drone show at SummerFEST. After reviewing a variety of options for fireworks and other celebration displays, the City Council requested a lighted drone show at SummerFEST. This show would be unique to the region, add something new and special to the event as well and emphasize the City's leadership in combatting climate change.

#### **PD – Law Enforcement & Criminal Justice Legislative Fund, New/1-Time**

Add \$238,260 in 2021 towards the purchase of body cameras. The \$238,260 represents the about \$4 per capita share of the total \$20M state legislative allocation for implementation of new police reform legislation. HB1223 mandates electronic recording of all custodial interrogations and body cameras would meet that mandate. The total 1-time cost for 80 body cameras is \$336,304, of which \$98,044 will be funded by ARPA.

#### **PD – Clean Air Assessment, New/Ongoing**

Add \$1,360 in 2022 for a total assessment of \$39,316 per notice received for calendar year 2022 assessment for air quality management in the Puget Sound region ("supplemental income" assessment as per RCW 70.94.092). Puget Sound Clean Air Agency's Board of Directors decided to keep the supplemental income per capita rate for calendar year 2022 at 83 cents, the same rate as the last three years. The supplemental income is based on population and assessed valuation of taxable property as defined by the Washington State Clean Air Act (RCW 70.94.093).



#### **PD – Emergency Management Performance (EMPG) ARPA, Grant/1-Time**

Add \$17,331 in revenues and expenditures funded by EMPG-ARPA grant. These funds are provided as a supplement to the current non-ARPA EMPG grant. The EMPG-ARPA Program provides federal funds to assist state, local, tribal and territorial governments in preparing for all hazards, passes through a portion of the federal award to local and tribal jurisdictions to sustain and enhance local and tribal emergency management programs. This grant requires a dollar for dollar match which will be provided by the West Pierce Emergency Management Coalition. This is an anticipated grant and is included on this budget adjustment due to potential expenditures occurring in 2021.

#### **PD – Pierce County Sex Offender Residency Verification – Grant/Ongoing**

Add \$14,927 in revenues funded by Pierce County Sheriff's Department funded by Washington Association of Sheriffs and Police Chiefs (WASPC). The contract period is 7/1/2021-6/30/2022. The purpose of this contract is to aid in the verification of all registered sex offenders places of residence for level I offenders every 12 months, level II offenders every 6 months, and level III offenders every 3 months in Pierce County. This is an anticipated grant and is included on this budget adjustment due to potential expenditures occurring in 2021.

#### **PD – Lakewood Police Independent Guild (LPIG) Collective Bargaining Implementation – New/Ongoing**

Add \$427,904 in 2021 and \$849,215 in 2022 to implement LPIG collective bargaining agreement. LPIG represents approximately 90 fully commissioned police officer, detective and sergeant positions. The major provisions of the new agreement are as follows: 2-year term (1/1/21-12/31/22); 4% wage increase in 2021 and 2022; Juneteenth paid holiday effective beginning in 2022; increase in specialty pay cap from 6% to 8%; health insurance waiver increase from \$1,500 to \$3,600 annually; and increase line of duty death annual leave payout from 65% to 100%. Additional changes related to specialty and additional duty assignment procedures, procedures for filling last-minute overtime, the use of accrued leave for illness or injury consistent with State law, grievance procedure timelines, and family and medical leave to reflect City policy and relevant laws, have been made to the labor agreement. In addition, appendices related to the collision review process, use of audio and video systems, and use of automatic vehicle locator (AVL) have been removed from the agreement and instead will be in the Lakewood Police Department Manual of Standards.

#### **PD – Lieutenant 1.0 FTE – New/Ongoing**

Add \$95,000 in 2022 for salaries and benefits for a new lieutenant position, bringing the total number of lieutenants to 5.0 FTEs. The additional lieutenant position is requested to address the increasing workload that have been absorbed by the department over the years including;; management of the now completed in-Car video program; management of the soon-to-be implemented body worn camera program; increased response to public disclosure requests; responsibility for Lakewood's participation and response to the Pierce County Force Investigation Team (PCFIT); administrative oversight of the Special Response Team (SRT) after withdrawal from Metro SWAT; and fleet management. Another consideration is the impending retirements of the majority of the command staff over the next two years. A new lieutenant would presumably more in service time and would provide some continuity and redundancy in leadership and the responsibilities associated with the lieutenant position. Proposed start date is July 1, 2022.

#### **PD – REBOUND Program, New/Ongoing**

Add \$30,664 in 2022 for Rebound Program. The proposed budget request is based on 96 commissioned positions (includes new lieutenant 1.0 FTE request) at \$319.42 per member year. Actual costs may vary once total member numbers are confirmed. The REBOUND Program is offered by the Tactical Athlete Health and Performance Institute. It is designed for First Responders but also incorporates any employee that may encounter an injury. Rebound has a dedicated staff that manages the affected employee while cooperating with a committed network of health care providers that give priority to members of the REBOUND program. They also have 'Portal Access' to Washington State L&I to assist in moving the claim along faster. On average, employees are able to return to full work status 30% faster when using this program. The REBOUND program provides the same coverage to its members for injuries on the job and during their off time. The program can also be extended to other departments in the City once the first responders are under the program. The cost is a flat rate based on the size of group have covered with no additional costs being incurred by the number of times a member uses the benefits.

### **Internal Service Charges:**

See internal services funds for additional information.

#### Fleet & Equipment, 1-Time

- \$12,000 New Mower for Street Landscape Program
- \$65,000 New Vehicle for New Lieutenant

#### Fleet & Equipment, Ongoing

- \$823,149 Restore Replacement Reserve Collections in 2021

#### Property Management, 1-Time

- \$30,000 Security System Repairs Front Street O&M Shop
- \$40,000 Caretaker House Repairs

#### Information Technology, 1-Time

- \$22,000 Replace Police Station Radio Antenna
- \$18,000 Police Public Address (PA Microphones)
- \$20,589 City Council Laptops
- \$43,749 Microsoft Exchange Server & Licenses
- \$8,750 Enterprise Vault
- \$70,090 Colocation

#### Information Technology, Ongoing

- \$1,000 Website Translation Services
- \$51,517 Colocation Subscription & Renewal
- \$49,502 Information Technology Analyst 1.0 FTE
- \$21,028 Zoom License Renewal

#### Risk Management, ongoing

- \$83,422 WCIA Assessment Increase

### **General/Street Fund Subsidy**

- \$29,995 1-Time
- \$65,309 Ongoing

### **Transfer to Rental Housing Safety Program, New/1-Time**

See RHSP Fund for additional information.

- \$75,000 Rental Housing Safety Program Software Enhancements

### **Transfer to Public Art, New/1-Time**

See Public Art Fund for additional information.

- \$30,000 Public Art

### **Transfers to Parks CIP, New/1-Time**

See Parks CIP Fund for additional information.

- \$512,110 to 301.0005 Chambers Creek Trail Bridges
- \$43,300 to 301.0025 FSP All Abilities Playground
- \$620,000 to 301.0027 American Lake Park
- \$623,100 to 301.0032 Springbrook Park Expansion
- \$70,000 to 301.0039 American Lake North Parking Lot
- \$20,000 to 301.0041 Parks Sign Replacement (Design)
- \$100,000 to 301.0042 Downtown Park Schematic Design and Planning

## **Fund 101 Streets O&M**

### **Internal Service Charges:**

See internal services funds for additional information.

#### Fleet & Equipment, Ongoing

- \$61,854 Restore Replacement Reserve Collections in 2021

#### Property Management, 1-Time

- \$16,500 Sound Transit Elevator Repair

#### Information Technology, 1-Time

- \$1,933 City Council Laptops
- \$4,151 Microsoft Exchange Server & Licenses
- \$830 Enterprise Vault
- \$6,581 Colocation

#### Information Technology, Ongoing

- \$4,837 Colocation Subscription & Renewal
- \$4,648 Information Technology Analyst 1.0 FTE
- \$1,974 Zoom License Renewal

#### Risk Management, ongoing

- \$8,716 WCIA Assessment Increase

## **Fund 105 Property Abatement/Rental Housing Safety Program /1406 Affordable Housing**

### **RHSP Membership Dues, New/1-Time**

Add \$300 per year in expenditures (offset by inspection revenues) for membership dues for Housing Program Coordinator's real estate broker license renewal and related renewal coursework.

### **Internal Service Charges:**

See internal services funds for additional information.

#### Information Technology, 1-Time

- \$75,000 Rental Housing Safety Program Software Enhancements

## **Fund 106 Public Art**

### **Public Art Program, New/1-Time**

Add \$30,000 in 2022 for public art, funded by the General Fund. A successful public art program engages, excites and involves the community in art. The City has been making strides in this area for many years. In 2021 the City added art to signal/utility boxes and a mural at American Lake Park. More artwork could be added in 2022 anticipating a more comprehensive public art program being implemented in 2023. The request would provide funding of \$20,000 for 8-10 utility boxes and \$10,000 for one community mural.

### **Fund 180 Narcotics Seizure Fund**

#### **Narcotics Seizures, New/1-Time**

Add \$14,500 in revenues and expenditures funded by transfer of reserves from fleet & equipment fund for reimbursement of seizure purchased vehicle converted to non-seizure use activity. See Fleet & Equipment Fund for details.

### **Fund 190 Community Development Block Grant (CDBG) Fund**

#### **CARES Aid (Coronavirus Aid, Relief, and Economic Security Act) – CV2 (Round 2), New/1-Time**

Add \$36,294 in 2021 to account for recent notification of additional award allocation for a total of \$172,000. In March 2021 the City was notified by the Washington State Department of Commerce of its eligibility to receive \$136,706 in CDBG-CV2 funding through its status as a CDBG entitlement community. These funds were authorized under the Coronavirus Aid, Relief and Economic Security Act (CARES Act). This initial award of \$136,706 was approved in the previous 2021 carry forward budget adjustment. CDBG-CV funding is to be used to prevent, prepare for, and respond to the social economic impacts of the coronavirus outbreak. Eligible activities include: 1) public service activities; 2) housing related activities; 3) public improvements and facilities; 4) real property acquisition; 5) economic development activities; and 6) general administrative and planning activities. All CDBG funded activities must benefit low and moderate income persons or meet the CDBG urgent need national objective criteria.

### **Fund 192 South Sound Military Communities Partnership**

#### **North Clear Zone, Grant/1-Time**

Add \$1,400,000 for North Clear Zone (NCZ) Acquisition funded by Department of Commerce via state legislative ask. Funds will be used to purchase select properties adjacent to Joint Base Lewis McChord (JBLM). The ultimate objective of this project is to remove and relocate all businesses within the NCZ and protect JBLM from urban encroachment. The NCZ area of land is immediately north of and centered on the runway at McChord Air Force Base (part of JBLM). It is a potential danger to military personnel and surrounding civilian population by continuing to operate businesses so closely to an active runway. The estimated cost of acquiring and relocating all the properties in the NCZ is \$80.6M. In 2019, a cooperative agreement between the City of Lakewood and Army Environmental Command (AEC) prompted a planned federal capital outlay of up to \$64M over 5 decades, so long as there is a 20% local match (\$16M). The requested \$1.4M will go towards the required 20% match for the purchase and relocation of the Windmill Warehouse Park. To date, the SSMCP has received a total of \$1.25M from the state through the LCP, roughly \$500K from the City of Lakewood and \$530K from Pierce County to leverage \$3.7M through Air Force and \$1.5M through REPI Grant Program. Note – the \$1.4M includes the state admin fee (amount to be determined, up to 3% or \$50,000).

### **Fund 195 Public Safety Grants**

#### **PD – Emergency Management Performance (EMPG), Grant/1-Time**

Add \$50,805 in revenues and expenditures for partial reimbursement of the Emergency Management Coordinator's position shared with the West Pierce Emergency Management Coalition. The coalition is comprised of the City of Lakewood, the City of University Place, and West Pierce Fire and Rescue. This grant requires a match of local funds of \$95,396 which is provided by the balance of the Coordinator's salary paid by the coalition. The coalition's apportionment is calculated as follows: Coordinator's position cost less the EMPG grant; remaining balances is allocated 40% and 60% allocated to the cities of Lakewood and University Place based on population as provided by Washington State Office of Fiscal Management (OFM). The City's portion of the local match is included in the existing General Fund budget. The grant funding period is 6/1/2021-8/31/22. This is an anticipated grant and is included on this budget adjustment due to potential expenditures occurring in 2021

**PD - Washington Auto Theft Prevention Authority (WATPA), Grant/1-Time**

Add \$144,100 in revenues and expenditures for grant received from Washington Auto Theft Task Prevention Authority, covering the second half of 2021 and extra security items purchased in June. This funding through the City of Federal Way (fiscal agent) provides for the position of an Auto Crimes Enforcement Task Force Investigators who are assigned to the WAPTA program. There is no local match required. The mission of the WAPTA is to prevent and reduce motor thefts in the State.

**PD – FBI Innocence Lost Grant, Grant/1-Time**

Add \$2,500 in revenues and expenditures for increase in grant received from FBI. The additional \$2,500 is for overtime work of two officers with the FBI in targeting the prosecution of organized crime groups responsible for the promotion of prostitution, specifically juvenile prostitution, interstate, or through the use of interstate commerce, drug trafficking, money laundering and alien smuggling. There is no local match required.

**Fund 202 Local Improvement District (LID) Debt Service**

**LID Redemption, New/1-Time**

Decrease LID assessment revenue by \$14,330 in 2021 and \$2,133 and decrease LID debt service payments by \$134,953 in 2021 and increase by \$39,755 in 2022. Complete payoff of LID debt is as follows: December 2022 for 1101/1103; December 2023 for LID 1108; and March 2033 for LID 1109.

**Fund 301 Parks Capital**

**301.0005 Chambers Creek Trail, New/1-Time**

Add \$512,110 in project expenditures funded General Fund. In 2019 Lakewood, Pierce County and University place entered into an interlocal agreement for the purpose of designing and constructing the Chambers Creek Trail along with bridges and one boardwalk. Bridge #1 is under construction and completion is anticipated this fall. When complete, Bridge #1 will open approximately one mile of trail to users. However, that will still leave approximately 3.5 miles of the Canyon inaccessible to users unless Bridge #2 and the associated boardwalk is build. Approximately \$512,110 is needed for the City’s share to fill the funding gap for both bridges.

<u>Sources/Project Costs</u>	<u>Phase I – Bridge</u>	<u>Phase 2 - Trail</u>
City of Lakewood	\$179,451	\$657,659
City of University Place	\$179,451	\$657,659
Pierce County	\$179,451	\$657,659
RCO Grant	\$150,000	\$709,000
<b>Total</b>	<b>\$688,353</b>	<b>\$2,681,977</b>

This budget adjustment results in a life-to-date 2022 cost estimate of \$837,110 funded by:

- \$591,701 General Fund
- \$100,000 REET
- \$20,409 Paths & Trails
- \$125,000 SWM
- \$837,110 Total Sources**

**301.0018 Parks CIP Support 1.0 FTE (Limited Term Position through 12/31/2024), New/1-Time**

The City has been very successful procuring grants and funds to implement park improvement projects. In the next few years the City will be managing over \$10 million in park capital improvements. The City currently has the equivalent of a half-time temporary position that manages all the projects. Additional support is needed to ensure all of the various components as well as the grant requirements are done properly and projects are completed on time and within established budgets. Funding is within the existing Parks CIP budget.

### 301.0020 Wards Lake, Grant/1-Time

Add \$622,840 in project expenditures funded by Department of Commerce Grant through State legislative ask \$2,840 and General Fund \$620,000. At over 35 acres (assuming the City will purchase remaining parcels by year-end) Wards Lake is an outstanding natural area in a densely populated area. A comprehensive master plan update was completed in 2019 in conjunction with the Legacy Plan. The master plan focused on increased access, environmental health storm water function, improved safety and ways to discourage negative activities. Eliminate funds anticipated of \$1,600,000 and replace with the following grants:

- \$500,000 from Washington Wildlife and Recreation Programs (WWRP) Local Parks grant. \$1 million city match required, however, City intends to use other grants awarded and allocated city resources to cover the local match required.
- \$1,000,000 from Land and Water Conservation (LWCF) grant, anticipate City Council grant acceptance in October. \$1 million city match required, however, City intends to use other grants awarded and allocated city resources to cover the local match required.
- \$350,000 from Youth Athletic Fund (YAF) for pump track, anticipate City Council acceptance late September. \$38,907 city match required, however, City intends to use other grants awarded and allocated city resources to cover the local match required. Note – reclassifying only \$100,000 of the total \$350,000 grant.
- \$2,840 Department of Commerce (DOC) grant from State Legislative Ask of \$258,000. The budget adjustment is calculated as follow: DOC grant \$258,000 less the admin fee less \$5,160 admin fee less \$250,000 funds anticipated previously budgeted = \$2,840 net budget increase).

This budget adjustment results in a life-to-date through 2022 cost estimate of \$2,667,840 funded by:

\$500,000 WWRP Grant  
\$1,000,000 LCWF Grant  
\$350,000 YAF Grant  
\$252,840 DOC Grant (State Legislative Ask)  
\$217,500 General Fund  
\$247,500 REET  
\$100,000 SWM  
**\$2,667,840 Total Sources**

### 301.0025 Fort Steilacoom Park ADA/Sensory All Abilities Playground, New/1-Time

Add \$43,300 in project expenditures funded by the General Fund. The expenditure increase includes \$23,300 for playground equipment and installation and \$20,000 for ADA parking lot access improvements. The original budget was \$150,000. Prior to and during construction, additional conditions occurred and items and various services were needed to complete the project. Unanticipated issues included repairing and installing climbing boulders, not being able to reuse the old swing set; adding surfacing and additional items to meet safety standards and due to a new city code regarding building permits, additional work was needed on site that had not been included in the original bid.

This budget adjustment results in a life-to-date through 2022 cost estimate of \$193,300 funded by:

\$193,300 General Fund  
**\$193,300 Total Sources**

### 301.0027 American Lake Improvements, New/1-Time

Add \$622,840 in project expenditures (\$20,000 for parking lot trees and landscaping/\$600,000 for safety updates and new dock area for swimming) funded by General Fund \$620,000 and net increase in Department of Commerce grant from state legislative ask \$2,840. Improvements will include ADA access to the beach, new restroom building, picnic shelter, repairs to bulkheads and retaining walls, landscaping, interpretive signs, benches and other amenities. Additional safety improvements are anticipated to be needed to account for crowd control and swim area improvements. Planning and permitting will occur in late 2021 with construction occurring in 2022. The budget adjustment also replaces \$1 million in funds anticipated with \$500,000 WWRP Grant and \$500,000 ALEA Grant. Both grants are anticipated to be accepted by City Council late September and each require \$885,000 local match (matched by other grants and REET funds that have already been appropriated).

This budget adjustments results in a life-to-date through 2022 cost estimate of \$2,411,340 funded by:

- \$500,000 WWRP Grant
- \$500,000 ALEA Grant
- \$252,840 DOC Grant (State Legislative Ask)
- \$35,000 Pierce County Grant
- \$3,500 Contributions/Donations
- \$620,000 General Fund
- \$500,000 REET
- \$2,411,340 Total Sources**

### **301.0031 Fort Steilacoom Parks Turf Infields, New/1-Time**

Add \$1,950,000 in project expenditures funded by YAF Grant \$350,000 and funds anticipated through Pierce College \$1,600,000. The Youth Athletic Fields grant is anticipated to be accepted by City Council late September and the City will use the Department of Commerce allocation for project match. The City has an interlocal agreement (ILA) with Pierce College to develop a collegiate field at this site and has \$1,600,000 budgeted for improvements. A more detailed ILA regarding use will be reviewed in late 2021.

This budget adjustment results in a life-to-date through 2022 cost estimate of \$3,210,000 funded by:

- \$994,700 Department of Commerce Grant
- \$1,600,000 Funds Anticipated (Pierce College)
- \$350,000 Youth Athletic Fields (YAF) Grant
- \$15,300 General Fund
- \$250,000 REET
- \$3,210,000 Total Sources**

### **301.0032 Springbrook Park Expansion Phase V, New/1-Time**

Add \$623,100 in project expenditures funded by the General Fund. This project continues City efforts to improve the quality of life for residents in the Springbrook neighborhood. This project will help us clean up approximately 660 linear feet of shoreline, and create a healthy place for Springbrook residents to visit and play. A master plan was updated in 2020 after extensive community outreach. New improvements were suggested and cost estimates were made. Since that time and during permitting and development of construction documents economic conditions have changed. Current construction costs have increased and city is considering prioritizing improvements to meet available funds. Base project costs reflecting current funding include: loop trail, moving community garden, site development of property expansion, landscaping, street frontage improvements along 127th and shoreline enhancements. Additional requests include: \$72,650 to cover additional expenses related to purchasing and demolition of Louwein adjacent property. Plus additional funds to cover state admin for grant \$30,450, costs to construct the Pump Track = \$250,000, Dog Park = \$ 120,000 and Basketball Court = \$150,000 for a total of \$623,000.

This budget adjustment results in a life-to-date through 2022 cost estimate of \$1,789,256 funded by:

- \$757,540 Department of Commerce Grant
- \$10,000 Tacoma Pierce County Health Department Grant
- \$900,000 General Fund
- \$121,616 Springbrook Park Acquisition Phase III Project Savings
- \$1,789,256 Total Sources**

### **301.0039 American Lake North Parking Lot, New/1-Time**

Add \$70,000 in 2022 funded by General Fund. The City Council approved parking lot improvements to recently purchased property adjacent to the American Lake Park parking lot. The site will support single car and vehicles with boat launch trailer parking. Additional resources are anticipated due to expansion of the area and current supply chain issues and market rates. Work completion anticipated in early 2022.

This budget adjustment results in a life-to-date through 2022 cost estimate of \$543,750 funded by:

\$543,750 General Fund  
**\$543,750 Total Sources**

### **301.0041 Parks Sign Replacement (Design), New/1-Time**

Add \$20,000 in 2021 for design. While reviewing park entry sign design options, the City Council requested expansion of the program to include a review of signs city-wide to ensure they are cohesive uniform. Outside support and skills are needed to provide review, design services and project management.

### **301.0042 Downtown Park (Design and Planning), New/1-Time**

Add \$100,000 in 2021 for schematic design and planning. The City's Legacy Plan regarding Parks Capital Facility Plan (PCFP) consists of the top ranked projects. Two PCFPs are provided to account for the development of two different downtown parks: 1) a 2-acre park and 2) a 4-acre park. Funds will be used to explore the options, including schematic design and planning.

## **Fund 302 Transportation Capital**

### **302.0074 Streets: South Tacoma Way – 88<sup>th</sup> to 80<sup>th</sup> Street, Continuation/1-Time**

Add \$14,250 in revenues and expenditures funded by the WSDOT. The current grant authorized by Federal Highway Administration (FHWA) allocation of \$375,000 is increased to \$389,500 and provides for federal share of the total \$450,000 cost of preliminary engineering.

This budget adjustment results in a life-to-date through 2022 cost estimate of \$535,935 funded by:

\$389,250 WSDOT Federal Grant  
\$6,685 Contributions  
\$140,000 REET  
**\$535,935 Total Sources**

### **302.0114 112<sup>th</sup> St SW – Clover Park High School Sidewalk – Gravelly Lake Drive to Highland, New/1-Time**

Add \$743,000 in revenues and expenditures for this project funded by WSDOT Safe Routes to Schools state funding \$656,000 and REET \$87,000 for the required local match. Project scope includes pedestrian lighting at crossings, school speed zone flashing beacons and signage re-installed, ADA curb ramp retrofits, sidewalk with curb, pedestrian-scale lighting, and bike lane on one side of the road. The anticipated project start date is January 2022 and opens to traffic in June 2023.

The budget adjustment results in a life-to-date through 2022 cost estimate of \$743,000 funded by:

\$656,000 WSDOT Safe Routes to Schools  
\$87,000 REET  
**\$743,000 Total Sources**



### **302.0135 Streets: WA Blvd & Edgewood Drive (North Fort to Gravelly Lake Drive), New/1-Time**

Add \$1,149,683 in revenues and expenditures funded by a reimbursement from Lakewood Water District, for a piping project that coincides with this project's location. The improvements will be owned by Lakewood Water District.

The budget adjustment results in a life-to-date through 2022 cost estimate of \$19,850,521 funded by:

- \$5,484,970 General Obligation Bonds
- \$4,273,998 Grants Anticipated
- \$1,149,683 Lakewood Water District
- \$3,000,000 TIB Grant
- \$652,638 REET
- \$195,000 TBD
- \$150,302 Contributions
- \$4,943,930 SWM
- \$19,850,521 Total Sources**

### **302.0164 Sidewalk Fill-in Farwest Dr from 112th to Lakes HS, & 100th St Ct SW to STL, Blvd, Housekeeping/1-Time**

The previous budget adjustment (2021 carry forward) added \$1,475,000 in project expenditures funded by grants anticipated \$1,336,000 and REET \$139,000. This adjustment was based on the City's notification of an impending grant from the state Safe Routes to Schools grant program application. The grant has since been awarded so the current adjustment removes grants anticipated to grant received, and requires no additional funds. The project scope includes pedestrian lighting, road reconfiguration, ADA curb ramp retrofits, sidewalk with curb, and bike lanes. The anticipated project start date is January 2022 and opens to traffic in July 2023.

The budget adjustment results in a life-to-date through 2022 cost estimate of \$1,475,000 funded by:

- \$1,336,000 Safe Routes to Schools
- \$139,000 REET
- \$1,475,000 Total Sources**

### **302.0165 Pine Street Sidewalk and Pedestrian Crossing, New/1-Time**

Add \$969,000 in revenues and expenditures for this project funded by WSDOT 2021-2023 state funding \$883,000 and REET \$86,000 for the required local match. The complete project title is "Pine Street Sidewalk and Pedestrian Crossing – Connection Water Ditch Trail to Wards Lake Park – 84<sup>th</sup> Street South to 200' North of 83<sup>rd</sup> Street South. Project scope includes pedestrian lighting at crossings, marked crosswalks, pedestrian crossing advance stop bars, ADA curb ramp retrofits, audible pedestrian signal, sidewalk with curb, pedestrian countdown signal, leading pedestrian intervals, full traffic signal, bike lanes, pedestrian-scale lighting, and parking removal. The anticipated project start date is January 2022 and opens to traffic in July 2023.

AAA

The budget adjustment results in a life-to-date through 2022 cost estimate of \$969,000 funded by:

- \$838,000 Safe Routes to Schools
- \$86,000 REET
- \$969,000 Total Sources**

## **Fund 303 Real Estate Excise Tax**

### **Real Estate Excise Tax, Revenue/1-Time**

Increase revenue estimates by \$1,700,000 in 2021 and \$0 in 2022, resulting in revised estimates of \$3,500,000 and \$1,800,000, respectively. These funds will be considered for appropriation as part of the transportation project funding analysis that will be presented to the City Council on October 25, 2021.

### **Transfers to Transportation CIP, New/1-Time**

See Transportation CIP Fund for additional information.

- \$86,000 to 302.0165 Pine Street Sidewalk and Pedestrian Crossing.
- \$87,000 to 302.0144 112<sup>th</sup> St SW – Clover Park High School Sidewalk

## **Fund 311 Sewer Capital Projects**

### **311.0000 Sewer Availability Charge, Revenue/1-Time**

Increase revenue estimates by \$183,760 in 2021 and \$185,020 in 2022. The new revenue estimates with this adjustment is \$348,760 in 2021 and \$385,020 in 2022 and reflect additional revenues from recently completed sewer projects completed in 2019 and 2020. Prior to properties connecting up to the sewer system, property owners are subject to the City's sewer availability charges. Costs include annual administrative expenses to maintain and operate the fund.

### **311.0000 Sewer Availability Charge from Collections, Revenue/1-Time**

Add revenue estimates of \$235,000 in 2021 for revenues received through collections process. The majority of this revenue is from collecting on 26 past due accounts going back to 2015.

## **Fund 401 Surface Water Management**

### **401.0000 Surface Water Management Fees, Revenue/Ongoing**

Increase revenue estimates by \$50,000 in 2021 and \$50,000 in 2022. The new revenue estimates with this adjustment is \$4,401,500 in 2021 and \$4,516,400 in 2022 based on City Council adopted rate increase of 2.5% per year.

### **401.0016 112<sup>th</sup> St Drainage Improvements, CIP/1-Time**

Eliminate project budget of \$40,000 in 2021 and \$350,000 in 2022 and return funding to SWM operations. This project was intended to provide greater water quality treatment and additional infiltration capability to an existing system located within 112<sup>th</sup> St SW. Upon field investigation, it was determined that the system had not been cleaned in many years with a significant accumulation of debris. After cleaning and inspection, the system is working properly and has sufficient water quality features for the constraints of the location. As future roadway projects improve the transportation system within the drainage basin, each project will be required to provide treatment for the project's impact.

### **Internal Service Charges:**

See internal services funds for additional information.

#### Fleet & Equipment, Ongoing

- \$22,985 Restore Replacement Reserve Collections in 2021

#### Information Technology, 1-Time

- \$977 City Council Laptops
- \$2,100 Microsoft Exchange Server & Licenses
- \$420 Enterprise Vault
- \$3,329 Colocation

#### Information Technology, Ongoing

- \$2,446 Colocation Subscription & Renewal
- \$2,350 Information Technology Analyst 1.0 FTE
- \$988 Zoom License Renewal

#### Risk Management, ongoing

- \$3,962 WCIA Assessment Increase

## **Fund 501 Fleet & Equipment**

### **PD – Public Address (PA) Microphones, New/1-Time**

Add \$18,000 internal service charges in 2021 for the purchase of PA microphones. The Washington State Criminal Justice Training Commission (WSCJTC) is providing legislatively mandated training for all commissioned officers called Patrol Tactics. The training teaches de-escalation as well as basic patrol tactical concepts that includes high risk stops. These are used when an officer needs to detain/arrest a high risk subject (i.e. subject who did a shooting, robbery, or possesses firearms). The old technique was to use the PA microphone from the driver's seat and instruct the suspect to exit their car and walk back to the officer. The new tactic that is being taught/recommended by WSCJTC is to conduct this stop while the officer is standing at the rear of the patrol vehicle. This is a much safer technique and requires new microphones installed at the rear of the patrol vehicle at a cost of \$300 per marked patrol vehicle for a total cost of approximately \$18,000.

### **PD - Replace Vehicle 40800, Continuation/1-Time**

Add (carry forward) \$39,000 in 2021 for the replacement of damaged vehicle \$34,000 and emergency equipment \$5,000. This vehicle assigned to CIU was involved in a significant collision and repaired, but is not reliable due to electronic issues that have not been resolved after repeated attempts. Funding source is replacement reserves of \$32,723 and insurance proceeds of \$6,277.

### **PD - Replace Vehicle 40630 with Seizure Vehicle, Continuation/1-Time**

Add \$14,500 in 2021 for transfer of replacement reserves to Narcotics Seizure Fund. Vehicle 41690 Chevrolet Tahoe was purchased in 2009 by Narcotics Seizure Fund and used for gang enforcement. Due to low use, the vehicle was transferred to Police non-seizure operations as a K9 vehicle to replace vehicle 40631 which was approved in 2020 but not purchased. The \$14,500 is based on \$4,500 market value of the vehicle plus \$10,000 cost to convert the vehicle for K9 use.

### **PD – New Vehicle for New Lieutenant 1.0 FTE, New/1-Time**

Add \$65,000 in 2021 in support of new lieutenant 1.0 FTE request.

### **PD – New Mower for Street Landscape Program, New/1-Time**

Add internal service charges of \$12,000 in 2022 for the purchase of a new 48" Z Track Mower to support the Street Landscape program. Currently there are 1.75 FTEs assigned to street landscaping. This team provides maintenance to all city buildings, traffic islands, gateways, Sounder Station and along city streets and right-of-ways. There is one mower assigned to the team. The additional Z Track Mower would allow the team to complete more work in those areas. Besides mowing, this equipment allows them to pick up trash along the streets in advance of mowing, providing more efficient use of limited resources.

## **Fund 502 Property Management**

### **PK - Security System at Front Street O&M Shop, New/1-Time**

Add \$30,000 for security system repairs and updates funded by internal service charges to the General Fund. The current security system at the Front St Shop was installed in 2013. The system started failing in 2019 and was patched together until the main components failed and cannot be replaced. The current system is also not compatible with the City's card reader system. This new system was proposed by our Information Technology team to interface with City systems and includes a new gate access and building control systems plus an intercom for visitor communication.

### **PK – Sound Transit Elevator Repair, New/1-Time**

Add \$16,500 in 2021 to replace the control board that burned out and is not operational. It does not appear to be due to vandalism. The elevator is owned by the City and provides ADA and pedestrian access to the structure from Kendrick Street.

#### **PK - Fort Steilacoom Park Caretaker's House Repairs, New/1-Time**

Add \$40,000 for repairs and maintenance at the Fort Steilacoom Park caretaker's house funded by internal service charges to the General Fund. Other than painting the exterior of the house in 2006 when the City took over maintenance and operations from Pierce County, there hasn't been any major repairs. The City Council authorized \$10,000 for a new roof and gutters necessary to keep the property in good useable condition and ensure a safe living environment is maintained for the tenant at this site. The additional \$40,000 request is for the HVAC system, new doors and windows and updates to the electrical panel. The repairs are necessary to keep the property in good useable condition and ensure a safe living environment is maintained for the tenant at this site.

#### **Fund 503 Information Technology**

#### **CD - RHSP Software Enhancements, New/1-Time**

Add \$75,000 for software enhancements. Since the initial software was launched at the end of 2018, several enhancements/fixes have been identified that will improve operations, efficiency, and effectiveness, including: removing unnecessary reports and adding new reporting capability; making sure public cannot add or change addresses; automatic change registration date to new year effective January 1; prevent registration/renewal of rental business license until previous year's fees have been paid; identify the specific item for "red code" issue message; fix wrong number of units listed; ability to query all COCs and licenses associated with the property owner; automatic system generate renewal notices; icon placement, renaming and removal; void transactions process and reports; add payer information by property; add site name; discontinue sending completed inspection reports to previous owner; and reducing the amount of time it takes to load list inspections and home pages.

#### **CM – Web Translation Services, New/Ongoing**

Add \$500/year for web translation annual service costs. The service translates and content on the City's web page to multiple languages. The initial 1-time cost is funded by the City's ARPA funds allocation.

#### **PD – Replace Radio Antenna, New/1-Time**

Add \$22,000 internal service charges in 2021 for the purchase of a new radio antenna. The Police Station radio antenna system failed. This is a critical piece of infrastructure that has been in use for many years as it was donated to the City from Nextel/Sprint when the service was discontinued. The antenna system covers all radios at the Police Station. Attempts to fix was unsuccessful, thus replacement is the only option.

#### **CW – City Council Laptops, New/1-Time**

Add \$23,500 in 2021 for the purchase of 7 laptops and accessories (keyboard, pen, air adapter) to replace existing iPads. Annual ongoing costs totaling \$2,535 are already budgeted as part of existing iPads so no additional maintenance & operation cost is needed. The new laptops include a four year warranty.

#### **CW – Information Technology Analyst 1.0 FTE, New/1-Time**

Add \$56,500 in 2022 for salaries and benefits. The addition of this new position will allow the Information Technology Division to address increased technology needs as it relates to public records request, telework, cybersecurity, help desk and special projects. The increase in public disclosure requests (PDR) heavily impacts not only the Legal Department but also IT, particularly the City's Chief Information Officer (CIO), since IT is the "3<sup>rd</sup> party" providing the initial extract of emails meeting the PDR request. The hybrid telework/in office continues to require support from IT, and while employees are required to come to office when technology (for example, employee's internet connection is poor or technology doesn't support their need) there is still the call and follow-up to IT. Additionally, the COVID-19 pandemic (lead to remote access work) has also created new opportunities for cybercriminals to exploit technology systems. The additional support will provide some relief to the CIO who can then dedicate more of this time and expertise to major projects as identified in the 6-year IT Strategic Plan, as well as planning for and staying abreast of major development and trends in information technology in order to advance and protect the city's technology infrastructure. Proposed start date is July 1, 2022.

#### **CW - Microsoft Exchange Server & Licenses, New/1-Time**

Add \$50,000 in 2021 for Microsoft Exchange Server and Client Licenses. The current server and client licenses have reached end of life. The City must upgrade to the latest version of exchange server to ensure the City remains on the latest version and systems are secure. Support is no longer available on the current version, putting the City at security risk.

#### **CW – Enterprise Vault, New/1-Time**

Add \$10,000 in 2021 for Enterprise Vault. Enterprise Vault is an archiving and compliance solution that ensures information is properly retained. The current system has reached end of life and must be upgraded to continue operation with new Microsoft Exchange 2019 server. The moneys will be used to contract with third party professional services to perform the upgrade due to the critical nature of software/upgrade and potential issues that may arise as part of the upgrade process.

#### **CW - Colocation for Disaster Recovery, New/1-Time**

Add \$80,000 1-time in 2021 as follows:

- Add \$50,000 for the purchase of servers, firewalls and storage appliances to host virtual infrastructure to provide remote access to city resources/data during a disaster or outage. This hardware is required for co-location services.
- Add \$30,000 for the purchase of required software for co-location to host virtual infrastructure. This software includes VMWare ESXi, VEAAM backup software and replication.

#### **CW - Colocation for Disaster Recovery Subscriptions/Renewals, New/Ongoing**

Add \$58,800 ongoing (\$30,000 in 2021 and \$28,800 in 2022) as follows:

- Add \$28,800 to obtain full hardware rack and internet/data services to install all required hardware, including power and securing fees. This will add additional data center 100 miles away located at Flexential, Hillsboro location for disaster recovery. Includes data services and monthly Rackspace rental. (Ongoing, beginning in 2022)
- Add \$15,000 for maintenance/support costs which provides warranty, services and maintenance on hardware, 24x7 support. The subscriptions are for 3-years with renewal in 2025. (Ongoing)
- Add \$15,000 for the required annual maintenance for support and use of the software. (Ongoing)

### **Fund 504 Risk Management**

#### **WCIA Assessment, New/Ongoing**

Add \$96,100 in 2022 for WCIA assessment to account for increases primarily in general liability. Overall, WCIA experienced a liability rate increase of 19.4% driven by the insurance market in Washington State. Factors affecting the insurance market include large jury awards, changes in state laws, the social justice movement, and changing conditions in the insurance market worldwide. This is not unique to the WCIA risk pool and why the traditional insurance carriers are raising rates or completely pulling out of public risk in the State of Washington and nationally. The good news for the City of Lakewood is that our projected increase of 7.0% is well below the overall increase to the pool of 19.4%, which is a reflection of the City's continued focus on effectively managing its risk management program.

**2021/2022 Mid-Biennium Budget Adjustment  
Summary of Proposed Requests - EXCLUDES ARPA FUND**

Identification of Specific City Council Goals & Objectives is a work in progress. See Attachment "2021-2024 City Council Adopted Goals" for Details of Objectives

	CC Goals	Objectives	Adjustment			Year 2021		Year 2022	
			FTE	Type	Ongoing/1-Time	Revenue	Expenditure	Revenue	Expenditure
<b>Grand Total - All Funds</b>			<b>5.50</b>			\$ 16,528,129	\$ 14,532,654	\$ 601,872	\$ 1,215,847
<b>Total - Fund 001 General</b>			<b>3.50</b>			\$ 2,906,288	\$ 4,263,124	\$ 864,065	\$ 1,840,162
RV Property Tax Updated Estimate Based on Pierce County Preliminary Letter	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	-	-	96,510	-
RV Sales Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	1,940,000	-	276,000	-
RV Parks Sales Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	75,000	-	-	-
RV Criminal Justice Sales Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	150,000	-	-	-
RV Admissions Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	(50,000)	-	(40,000)	-
RV Gambling Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	348,000	-	119,960	-
RV State Share Revenues - Liquor Excise Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	-	-	54,529	-
RV State Share Revenues - Liquor Profits	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	-	-	(15,959)	-
RV Fines & Forfeitures - Municipal Court	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	(75,000)	-	(75,000)	-
RV Fines & Forfeitures - Photo Infractions	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	100,000	-	100,000	-
CM Camera Equipment	5. Transparency	5.1	-	New	1-Time	-	16,500	-	-
CM State Governmental Affairs Contract	4. Fiscal Responsibility 5. Transparency	4.3 5.2	-	New	Ongoing	-	-	-	3,450
CM Federal Governmental Affairs Contract	4. Fiscal Responsibility 5. Transparency	4.3 5.2	-	New	Ongoing	-	-	-	4,725
CM Communications Strategic Plan Contracted Services	4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	4.1 5.1 / 5.3 6.2	-	New	1-Time	-	35,000	-	-
CM Communications Intern	4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	4.1 5.1 / 5.3 6.2	-	New	1-Time	-	-	-	25,000
FI Non-Departmental AWC (Association of Washington Cities) Membership Dues	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	-	-	2,252
CD Sustainability Officer 1.0 FTE Limited Term Position through 12/31/2024 Start Date 7/1/2022.	4. Fiscal Responsibility 3. Public Safety 5. Transparency	4.1 / 4.3 3.3 / 3.4 5.3	1.00	New	1-Time	-	-	-	59,205
CD Sustainability Office Assistant 0.50 FTE Limited Term Position through 12/31/2024 Start Date 7/1/2022.	4. Fiscal Responsibility 3. Public Safety 5. Transparency	4.1 / 4.3 3.3 / 3.4 5.3	0.50	New	1-Time	-	-	-	15,575

**2021/2022 Mid-Biennium Budget Adjustment  
Summary of Proposed Requests - EXCLUDES ARPA FUND**

Identification of Specific City Council Goals & Objectives is a work in progress. See Attachment "2021-2024 City Council Adopted Goals" for Details of Objectives

	CC Goals	Objectives	FTE	Adjustment Type	Ongoing/1-Time	Year 2021		Year 2022	
						Revenue	Expenditure	Revenue	Expenditure
CD ICLEI - Local Government for Sustainability Annual Membership Dues	4. Fiscal Responsibility 3. Public Safety 5. Transparency	4.1 / 4.3 3.3 / 3.4 5.3	-	New	1-Time	-	-	-	1,800
CD Permit Technician 1.0 FTE Limited Term Position through 12/31/2024	1. Economic Development	1.1	1.00	New	1-Time	-	-	85,025	85,025
CD 3rd Party SEPA Review for Western State Hospital Master Plan Funded by Applicant	1. Economic Development 5. Transparency 6. Robust & Active Community	1.1 5.1 6.1	-	New	1-Time	5,000	5,000	-	-
CD 3rd Party SEPA Review for Tree Removal, Retention & Mitigation	1. Economic Development 5. Transparency 6. Robust & Active Community	1.1 5.1 6.1	-	New	1-Time	-	5,000	-	-
CD Professional Services - Tree Preservation Public Participation Plan	1. Economic Development 5. Transparency 6. Robust & Active Community	1.2 5.1 6.1 / 6.3	-	New	1-Time	-	60,000	-	-
CD Economic Development Strategy	1. Economic Development	1.1 / 1.2 / 1.3 / 1.4 / 1.5	-	New	1-Time	-	35,920	-	-
MC Office of Public Defense Grant	3. Public Safety 4. Fiscal Responsibility	3.3 4.2	-	Grant	1-Time	-	-	68,000	68,000
PK CHOICE Program	1. Economic Development 4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	1.4 / 1.5 4.3 5.3 6.3	-	Grant	1-Time	65,000	65,000	195,000	195,000
PK Farmers Market Funded by Grant Revenue	1. Economic Development 4. Fiscal Responsibility 6. Robust & Active Community	1.4 / 1.5 4.3 6.3	-	Grant	1-Time	20,000	20,000	-	-
PK No Child Left Inside Grant Funded by Grant Revenue	1. Economic Development 4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	1.4 / 1.5 4.3 5.3 6.3	-	Grant	1-Time	17,350	17,350	-	-
PK Pierce County Specialized Recreation	4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	4.3 5.3 6.1 / 6.3	-	New	Ongoing	-	-	-	15,000
PK Maintenance Worker 1.0 FTE - Restore Funding Start Date July 1, 2022	2. Dependable Infrastructure 4. Fiscal Responsibility	2.1 / 2.2 / 2.3 / 2.4 4.1 / 4.3	1.00	New	Ongoing	-	-	-	43,000
PK Volunteer Graffiti Program Supplies	1. Economic Development 6. Robust & Active Community	1.4 / 1.5 6.1 / 6.3	-	New	Ongoing	-	-	-	10,000
PK Street End Study	2. Dependable Infrastructure	2.1 / 2.2 / 2.3 / 2.4	-	New	1-Time	-	-	-	20,000

**2021/2022 Mid-Biennium Budget Adjustment  
Summary of Proposed Requests - EXCLUDES ARPA FUND**

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	CC Goals	Objectives	FTE	Adjustment Type	Ongoing/1-Time	Year 2021		Year 2022	
						Revenue	Expenditure	Revenue	Expenditure
PK Kids Need Play! Grant	1. Economic Development 4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	1.4 / 1.5 4.3 5.3 6.1 / 6.3	-	Grant	1-Time	40,420	40,420	-	-
PK SummerFest Drone Video	1. Economic Development 4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	1.4 / 1.5 4.1 / 4.3 5.1 / 5.3 6.1 / 6.3	-	New	1-Time	-	-	-	30,000
PD Law Enforcement & Criminal Justice Legislative Funding Funding Applied to Body Worn Cameras + ARPA Fund for Balance	3. Public Safety	3.1 / 3.4	-	New	1-Time	238,260	238,260	-	-
PD Clean Air Assessment	3. Public Safety	3.3	-	New	Ongoing	-	-	-	1,360
PD Emergency Management Performance (EMPG) ARPA Grant	3. Public Safety 4. Fiscal Responsibility	3.3 / 3.4 4.1 / 4.3	-	Grant	1-Time	17,331	17,331	-	-
PD Sex Offender Residency Verification	3. Public Safety	3.1	-	Grant	Ongoing	14,927	-	-	-
PD Lakewood Police Independent Guild (LPIG) Implement Collective Bargaining Agreement	3. Public Safety 4. Fiscal Responsibility	3.1 / 3.2 / 3.3 / 3.4 4.1	-	New	Ongoing	-	427,904	-	849,215
PD Lieutenant 1.0 FTE Personnel Cost Start Date 7/1/2022.	3. Public Safety 4. Fiscal Responsibility	3.1 / 3.2 / 3.3 / 3.4 4.1	-	New	Ongoing	-	-	-	95,000
PD REBOUND Program	3. Public Safety 4. Fiscal Responsibility	3.1 4.1 / 4.3	-	New	Ongoing	-	-	-	30,664
IS CW - Restore Fleet & Equipment Reserves	4. Fiscal Responsibility	4.1 / 4.2	-	New	Ongoing	-	823,149	-	-
IS PK-Internal Service Charge New Mower for Street Landscape Program	4. Fiscal Responsibility 2. Dependable Infrastructure	4.1 2.2	-	New	1-Time	-	12,000	-	-
IS PK-Internal Service Charge Security System Repairs Front Street O&M Shop	4. Fiscal Responsibility	4.1	-	New	1-Time	-	30,000	-	-
IS PK-Internal Service Charge Caretaker House Repairs	4. Fiscal Responsibility	4.1	-	New	1-Time	-	40,000	-	-
IS CM-Internal Service Charge Website Translations Services Annual M&O	4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	4.1 5.1 6.2	-	New	Ongoing	-	500	-	500
IS PD-Internal Service Charge Replace Radio Antenna	3. Public Safety	3.1	-	New	1-Time	-	22,000	-	-
IS PD-Internal Service Charge Public Address (PA) Microphones for Legislatively Mandated Training	3. Public Safety	3.1	-	New	1-Time	-	18,000	-	-



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	CC Goals	Objectives	Adjustment			Year 2021		Year 2022	
			FTE	Type	Ongoing/ 1-Time	Revenue	Expenditure	Revenue	Expenditure
IS PD - Internal Service Charge Vehicle for New Lieutenant Start Date 7/1/2022.	3. Public Safety	3.1	-	New	1-Time	-	65,000	-	-
IS CW-Internal Service Charge City Council Laptops	4. Fiscal Responsibility	4.3	-	New	1-Time	-	20,589	-	-
IS CW-Internal Service Charge Microsoft Exchange Server & Licenses	4. Fiscal Responsibility	4.3	-	New	1-Time	-	43,749	-	-
IS CW-Internal Service Charge Enterprise Vault	4. Fiscal Responsibility	4.3	-	New	1-Time	-	8,750	-	-
IS CW-Internal Service Charge CoLocation Subscription/Renewal	4. Fiscal Responsibility	4.3	-	New	Ongoing	-	26,284	-	25,233
IS CW-Internal Service Charge CoLocation	4. Fiscal Responsibility	4.3	-	New	1-Time	-	70,090	-	-
IS CW-Internal Service Charge IT Analyst 1.0 FTE Start Date July 1, 2022	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	-	-	49,502
IS CW-Internal Service Charge Annual Zoom License Renewal	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	10,514	-	10,514
IS CW-Internal Service Charge WCIA Assessment Increase	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	-	-	83,422
TR General/Street Fund Subsidy	4. Fiscal Responsibility	4.1 / 4.2 / 4.3	-	New	1-Time	-	29,995	-	-
TR General/Street Fund Subsidy	4. Fiscal Responsibility	4.1 / 4.2 / 4.3	-	New	Ongoing	-	65,309	-	16,720
TR Transfer to Rental Housing Safety Program for Software Enhancements	1. Economic Development 4. Fiscal Responsibility 3. Public Safety	1.3 4.1 3.3	-	New	1-Time	-	75,000	-	-
TR Transfer to Public Art Fund Public Art Program - Signal Box Wrap & Mural	1. Economic Development 4. Fiscal Responsibility 6. Robust & Active Community	1.4 / 1.5 4.1 6.3	-	New	1-Time	-	-	-	30,000
TR Transfer to Parks CIP 301.0005 Chambers Creek Trail Bridges	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	512,110	-	-
TR Transfer to Parks CIP 301.0025 FSP All Disabilities Playground	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	43,300	-	-

**2021/2022 Mid-Biennium Budget Adjustment  
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	CC Goals	Objectives	FTE	Adjustment Type	Ongoing/ 1-Time	Year 2021		Year 2022	
						Revenue	Expenditure	Revenue	Expenditure
TR Transfer to Parks CIP 301.0027 American Lake Park	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	620,000	-	-
TR Transfer to Parks CIP 301.0032 Springbrook Park Expansion	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	623,100	-	-
TR Transfer to Parks CIP 301.0039 American Lake North Parking Lot	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	-	-	70,000
TR Transfer to Parks CIP 301.0041 Parks Sign Replacement (Design)	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	20,000	-	-
TR Transfer to Parks CIP 301.0042 Downtown Park Schematic Design and Planning	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	100,000	-	-
<b>Total - Special Revenue Funds</b>			-			<b>\$ 2,018,803</b>	<b>\$ 1,818,803</b>	<b>\$ 47,020</b>	<b>\$ 47,020</b>
<b>Total - Fund 101 Street O&amp;M</b>						<b>95,304</b>	<b>95,304</b>	<b>16,720</b>	<b>16,720</b>
TR General/Street Fund Subsidy	4. Fiscal Responsibility	4.1 / 4.2 / 4.3	-	New	Ongoing	65,309	-	16,720	-
TR General/Street Fund Subsidy	4. Fiscal Responsibility	4.1 / 4.2 / 4.3	-	New	1-Time	29,995	-	-	-
IS CW - Restore Fleet & Equipment Reserves	4. Fiscal Responsibility	4.1 / 4.2	-	New	Ongoing	-	61,854	-	-
IS PK - Internal Service Charge Sound Transit Elevator Repair	2. Dependable Infrastructure 4. Fiscal Responsibility	2.4 4.1	-	New	1-Time	-	16,500	-	-
IS CW-Internal Service Charge City Council Laptops	4. Fiscal Responsibility	4.1	-	New	1-Time	-	1,933	-	-
IS CW-Internal Service Charge Microsoft Exchange Server & Licenses	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	-	4,151	-	-
IS CW-Internal Service Charge Enterprise Vault	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	-	830	-	-
IS CW-Internal Service Charge CoLocation	4. Fiscal Responsibility	4.1	-	New	1-Time	-	6,581	-	-

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	CC Goals	Objectives	FTE	Adjustment Type	Ongoing/1-Time	Year 2021		Year 2022	
						Revenue	Expenditure	Revenue	Expenditure
IS CW-Internal Service Charge CoLocation Subscription/Renewal	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	2,468	-	2,369
IS CW-Internal Service Charge IT Analyst 1.0 FTE Start Date July 1, 2022	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	-	-	4,648
IS CW-Internal Service Charge Annual Zoom License Renewal	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	987	-	987
IS CW-Internal Service Charge WCIA Assessment Increase	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	-	-	8,716
<b>Total - Fund 104 Hotel/Motel Lodging Tax</b>						\$ 200,000	\$ -	\$ -	\$ -
AD Lodging Tax Revenues	1. Economic Development	1.4 / 1.5		Rev	1-Time	200,000	-	-	-
<b>Total - Fund 105 Property Abatement</b>			-			\$ 75,300	\$ 75,300	\$ 300	\$ 300
CD RHSP - Realtor License Renewal & Related Coursework Offset by Inspection Revenue	1. Economic Development 4. Fiscal Responsibility 3. Public Safety	1.3 4.1 3.3	-	New	Ongoing	300	300	300	300
IS RHSP-Internal Service Charge (Funded by General Fund) Rental Housing Safety Program Software Enhancements	1. Economic Development 4. Fiscal Responsibility 3. Public Safety	1.3 4.1 3.3	-	New	1-Time	75,000	75,000	-	-
<b>Total - Fund 106 Public Art</b>			-			\$ -	\$ -	\$ 30,000	\$ 30,000
PK Public Art Program - Signal Box Wrap & Mural Funded by General Fund	1. Economic Development 4. Fiscal Responsibility 6. Robust & Active Community	1.4 / 1.5 4.1 6.3	-	New	1-Time	-	-	30,000	30,000
<b>Total - Fund 180 Narcotics Seizure</b>			-			\$ 14,500	\$ 14,500	\$ -	\$ -
PD Transfer In From Fleet Reserves to Reimburse Seizure Fund For Non-Seizure Funded Operations	3. Public Safety	3.2	-	Continuation	1-Time	14,500	14,500	-	-
<b>Total - Fund 190 CDBG</b>						\$ 36,294	\$ 36,294	\$ -	\$ -
CD CARES Aid CV2 (Round 2) Additional Funds Total \$172,000	4. Fiscal Responsibility	4.3	-	New	1-Time	36,294	36,294	-	-
<b>Total - Fund 192 South Sound Military Communities Partnership (SSMCP)</b>			-			\$ 1,400,000	\$ 1,400,000	\$ -	\$ -
CD North Clear Zone Funded by Department of Commerce State Legislative Ask	3. Public Safety 4. Fiscal Responsibility	3.1 / 3.3 4.3	-	Grant	1-Time	1,400,000	1,400,000	-	-
<b>Total - Fund 195 Public Safety Grants</b>			-			\$ 197,405	\$ 197,405	\$ -	\$ -
PD Emergency Management Performance Grant (EMPG) Grant	3. Public Safety 4. Fiscal Responsibility	3.1 4.1	-	Grant	1-Time	50,805	50,805	-	-

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	CC Goals	Objectives	FTE	Adjustment Type	Ongoing/1-Time	Year 2021		Year 2022	
						Revenue	Expenditure	Revenue	Expenditure
PD FBI Innocence Lost Grant	3. Public Safety 4. Fiscal Responsibility	3.1 4.1	-	Grant	1-Time	2,500	2,500	-	-
PD Washington Auto Theft Prevention Authority (WAPTA) Grant	3. Public Safety 4. Fiscal Responsibility	3.1 4.1	-	Grant	1-Time	144,100	144,100	-	-
<b>Grand Total - Debt Service Funds</b>			-			<b>\$ (14,332)</b>	<b>\$ (134,954)</b>	<b>\$ (2,133)</b>	<b>\$ 39,756</b>
<b>Total - Fund 202 LID Debt Service</b>						<b>\$ (14,332)</b>	<b>\$ (134,954)</b>	<b>\$ (2,133)</b>	<b>\$ 39,756</b>
LID 1101/1103	4. Fiscal Responsibility	4.2	-	Debt	1-Time	(14,332)	(26,391)	(2,133)	(90,149)
LID 1108	4. Fiscal Responsibility	4.2	-	Debt	1-Time	-	912		(2,050)
LID 1109	4. Fiscal Responsibility	4.2	-	Debt	1-Time	-	(109,475)	-	131,955
<b>Total - Capital Improvement Project Funds</b>			<b>1.00</b>			<b>\$ 10,174,883</b>	<b>\$ 8,056,123</b>	<b>\$ (550,980)</b>	<b>\$ (563,000)</b>
<b>Total - Fund 301 Parks CIP</b>			<b>1.00</b>			<b>\$ 6,892,190</b>	<b>\$ 6,892,190</b>	<b>\$ (2,448,000)</b>	<b>\$ (2,448,000)</b>
301.0005 Chambers Creek Trail - Bridge 1 & Bridge 2 Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	512,110	512,110	-	-
301.0018 Parks CIP Support Funded within Existing CIP Budget Limited Term Position through 12/31/2024	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	1.00	New	1-Time	-	-	-	-
301.0020 Wards Lake Funded by Grants	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant	1-Time	1,937,840	1,937,840	(1,435,000)	(1,435,000)
301.0025 FSP All Disabilities Playground - Playground & Install Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	23,300	23,300	-	-
301.0025 FSP All Disabilities Playground - ADA Parking Access Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	20,000	20,000	-	-
301.0027 American Lake Park Improvements Funded by Grants & General Fund	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	1,705,840	1,705,840	(1,083,000)	(1,083,000)

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						Revenue	Expenditure	Revenue	Expenditure
301.0031 Fort Steilacoom Park Turf Infields Funded by YAF Grant \$350,000 and Funds Anticipated \$1,600,000	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant	1-Time	1,950,000	1,950,000		
301.0032 Springbrook Park Expansion Phase V Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	623,100	623,100	-	-
301.0039 American Lake North Parking Lot Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	-	-	70,000	70,000
301.0041 Parks Sign Replacement (Design) Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	20,000	20,000	-	-
301.0042 Downtown Park Schematic Design and Planning Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	100,000	100,000	-	-
<b>Total - Fund 302 Transportation CIP</b>			-			<b>\$ 1,163,933</b>	<b>\$ 1,163,933</b>	<b>\$ 1,712,000</b>	<b>\$ 1,712,000</b>
302.0074 South Tacoma Way - 88th to 80th Street Funded by Grant	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant	1-Time	14,250	14,250	-	-
302.0114 112th Street SW - Clover Park High School Sidewalk Funded by Grant \$656,000/REET \$87,000	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant & New	1-Time	-	-	743,000	743,000
302.0135 WA Blvd & Edgewood Drive (North Fort to Gravelly Lake Drive) Funded by Lakewood Water District	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	1,149,683	1,149,683	-	-

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						Revenue	Expenditure	Revenue	Expenditure
302.0164 Sidewalk Fill-in Farwest Dr fom 112th to Lakes HS Replace \$1,336,000 Grants Anticipated w/Safe Routes to School Grant Award	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant	1-Time	-	-	-	-
302.0165 Pine Street Sidewalk and Pedestrian Crossing Funded by Grant \$883,000/REET \$86,000	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant & New	1-Time	-	-	969,000	969,000
<b>Total - Fund 303 Real Estate Excise Tax</b>			-			<b>\$ 1,700,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 173,000</b>
RV Real Estate Excise Tax To be considered as part of the transportation project funding analysis scheduled for presentation to City Council on 10/25/2021.	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	4.1 / 4.2 2.1 / 2.2 / 2.3 / 2.4	-	Rev	1-Time	1,700,000	-	-	-
TR Transfer to Trans CIP 302.0165 Pine St Sidewalk & Pedestrian Crossing	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	4.1 / 4.2 2.1 / 2.2 / 2.3	-	New	1-Time	-	-	-	86,000
TR Transfer to Trans CIP 302.0144 112th St SW - CP High School Sidewalk	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	4.1 / 4.2 2.1 / 2.2 / 2.3	-	New	1-Time	-	-	-	87,000
<b>Total - Fund 311 Sewer Project CIP</b>			-			<b>\$ 418,760</b>	<b>\$ -</b>	<b>\$ 185,020</b>	<b>\$ -</b>
Sewer Availability Charge	4. Fiscal Responsibility 2. Dependable Infrastructure	4.2 2.1	-	New	1-Time	183,760	-	185,020	-
Sewer Availability from Collections	4. Fiscal Responsibility 2. Dependable Infrastructure	4.2 2.1	-	New	1-time	235,000	-	-	-
<b>Total - Enterprise Funds</b>			-			<b>\$ 50,000</b>	<b>\$ (8,442)</b>	<b>\$ 50,000</b>	<b>\$ (341,991)</b>
<b>Total - Fund 401 Surface Water Management</b>			-			<b>\$ 50,000</b>	<b>\$ (8,442)</b>	<b>\$ 50,000</b>	<b>\$ (341,991)</b>
RV Surface Water Management Fees	4. Fiscal Responsibility 2. Dependable Infrastructure	4.2 2.1	-	Rev	Ongoing	50,000	-	50,000	-
CIP 401.0016 112th St Drainage Improvements - Cancel Project	4. Fiscal Responsibility 2. Dependable Infrastructure	4.2 2.1	-	New	1-Time	-	(40,000)	-	(350,000)
IS CW - Restore Fleet & Equipment Reserves	4. Fiscal Responsibility	4.1 / 4.2	-	New	Ongoing	-	22,985	-	-
IS CW-Internal Service Charge IT Analyst 1.0 FTE Start Date 7/1/2022.	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	-	-	2,350

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	CC Goals	Objectives	Adjustment			Year 2021		Year 2022	
			FTE	Type	Ongoing/1-Time	Revenue	Expenditure	Revenue	Expenditure
IS CW-Internal Service Charge Annual Zoom License Renewal	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	499	-	499
IS CW-Internal Service Charge City Council Laptops	4. Fiscal Responsibility	4.1	-	New	1-Time	-	977	-	-
IS CW-Internal Service Charge Microsoft Exchange	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	-	2,100	-	-
IS CW-Internal Service Charge Enterprise Vault	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	-	420	-	-
IS CW-Internal Service Charge CoLocation Subscription/Renewal	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	1,248	-	1,198
IS CW-Internal Service Charge WCIA Assessment Increase	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	-	-	3,962
IS CW-Internal Service Charge CoLocation	4. Fiscal Responsibility	4.1	-	New	1-Time	-	3,329	-	-
<b>Total - Internal Service Funds</b>			<b>1.00</b>			<b>\$ 1,392,487</b>	<b>\$ 538,000</b>	<b>\$ 193,900</b>	<b>\$ 193,900</b>
<b>Total - Fund 501 Fleet &amp; Equipment</b>			<b>-</b>			<b>\$ 1,002,987</b>	<b>\$ 148,500</b>	<b>\$ -</b>	<b>\$ -</b>
CW Restore Fleet & Equipment Reserves	4. Fiscal Responsibility	4.1 / 4.2	-	New	Ongoing	907,987	-	-	-
PD Public Address (PA) Microphones For Legislatively Mandated Training	3.2 Public Safety	3.1 / 3.2	-	New	1-Time	18,000	18,000	-	-
PD Replace Vehicle # 40800 Damaged in Collision Funded by Insurance Proceeds \$6,277 / Replacement Reserves \$32,723	3.2 Public Safety	3.1	-	Continuation	1-Time	-	39,000	-	-
PD Transfer Reserves to Narcotics Seizure Fund For Pay for Seizure Funded Vehicle Transfer to Non-Seizure Operation	3. Public Safety	3.2	-	Continuation	1-Time	-	14,500	-	-
PD New Vehicle for New Lieutenant 1.0 FTE Request Start Date 7/1/2022.	3. Public Safety	3.1 / 3.2 / 3.3 / 3.4	-	New	1-Time	65,000	65,000	-	-
PK New Mower for Street Landscape Program	4. Fiscal Responsibility 2. Dependable Infrastructure	4.1 2.2	-	New	1-Time	12,000	12,000	-	-
<b>Total - Fund 502 Property Management</b>			<b>-</b>			<b>\$ 86,500</b>	<b>\$ 86,500</b>	<b>\$ -</b>	<b>\$ -</b>
PK Security System Repairs Front Street O&M Shop	4. Fiscal Responsibility	4.1	-	New	1-Time	30,000	30,000	-	-
PK Sound Transit Elevator Repair	2. Dependable Infrastructure 4. Fiscal Responsibility	2.4 4.1	-	New	1-Time	16,500	16,500	-	-
PK Caretaker House Repairs	4. Fiscal Responsibility	4.1	-	New	1-Time	40,000	40,000	-	-

**2021/2022 Mid-Biennium Budget Adjustment  
Summary of Proposed Requests - EXCLUDES ARPA FUND**

Identification of Specific City Council Goals & Objectives is a work in progress. See Attachment "2021-2024 City Council Adopted Goals" for Details of Objectives

	CC Goals	Objectives	Adjustment			Year 2021		Year 2022	
			FTE	Type	Ongoing/1-Time	Revenue	Expenditure	Revenue	Expenditure
<b>Total - Fund 503 Information Technology</b>			<b>1.00</b>			<b>303,000</b>	<b>303,000</b>	<b>97,800</b>	<b>97,800</b>
CD RHSP Software Enhancements	1. Economic Development 4. Fiscal Responsibility 3. Public Safety	1.3 4.1 3.3	-	New	1-Time	75,000	75,000	-	-
CM Website Translations Services	4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	4.1 5.1 6.2	-	New	Ongoing	500	500	500	500
PD Replace Radio Antenna	4. Fiscal Responsibility	4.1	-	New	1-Time	22,000	22,000	-	-
CW City Council Laptops	4. Fiscal Responsibility	4.1	-	New	1-Time	23,500	23,500	-	-
CW IT Analyst 1.0 FTE Start Date 7/1/2022.	4. Fiscal Responsibility	4.1 / 4.3	1.00	New	Ongoing	-	-	56,500	56,500
CW Microsoft Exchange Server & Licenses	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	50,000	50,000	-	-
CW Enterprise Vault	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	10,000	10,000	-	-
CW CoLocation	4. Fiscal Responsibility	4.1	-	New	1-Time	80,000	80,000	-	-
CW CoLocation Subscriptions/Renewals	4. Fiscal Responsibility	4.1	-	New	Ongoing	30,000	30,000	28,800	28,800
CW Zoom License	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	12,000	12,000	12,000	12,000
<b>Total - Fund 504 Risk Management</b>			<b>-</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 96,100</b>	<b>\$ 96,100</b>
CW WCIA Assessment	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	-	96,100	96,100



## **NEXT STEPS**

For 2021/2022 Mid-Biennium Budget Adjustment:

- Adoption on November 15, 2021 Regular Meeting

For ARPA Programs Approved Via Ordinance 759:

- Public Hearing on November 1, 2021 Regular Meeting
- Adoption on November 15, 2021 Regular Meeting

For New ARPA Funded Recommended Programs:

- Review ARPA Program Recommendations on November 22, 2021
- Public Hearing on December 6, 2021 (tentative)
- Adopt ARPA Program Recommendations on December 20, 2021 (tentative)

November 22, 2021 Study Session

- 6-Year (2021-2026) Financial Forecast
  - Followed by an update late Q1/early Q2, 2022

## **ATTACHMENTS**

- Fund Summaries with Proposed Revised Budgets
- Draft Ordinance and Exhibits
- 2021-2024 City Council Adopted Goals

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>(001) GENERAL FUND</b>										
REVENUES:										
<b>Taxes</b>	<b>\$30,197,457</b>	<b>\$28,546,334</b>	<b>\$27,259,500</b>	<b>\$27,259,500</b>	<b>2,463,000</b>	<b>\$29,722,500</b>	<b>\$28,853,140</b>	<b>\$28,853,140</b>	<b>452,470</b>	<b>\$29,305,610</b>
Property Tax	7,159,443	7,259,756	7,412,100	7,412,100	-	7,412,100	7,508,500	7,508,500	96,510	7,605,010
Local Sales & Use Tax	11,955,004	11,946,044	10,060,000	10,060,000	1,940,000	12,000,000	10,724,000	10,724,000	276,000	11,000,000
Sales/Parks	663,655	671,080	575,000	575,000	75,000	650,000	670,000	670,000	-	670,000
Brokered Natural Gas Use Tax	50,477	39,494	34,000	34,000	-	34,000	45,000	45,000	-	45,000
Criminal Justice Sales Tax	1,179,058	1,213,087	1,043,000	1,043,000	150,000	1,193,000	1,188,900	1,188,900	-	1,188,900
Admissions Tax	504,879	96,599	200,000	200,000	(50,000)	150,000	275,000	275,000	(40,000)	235,000
Utility Tax	5,575,351	5,402,943	5,479,100	5,479,100	-	5,479,100	5,556,700	5,556,700	-	5,556,700
Leasehold Tax	9,779	6,903	4,300	4,300	-	4,300	5,000	5,000	-	5,000
Gambling Tax	3,099,813	1,910,429	2,452,000	2,452,000	348,000	2,800,000	2,880,040	2,880,040	119,960	3,000,000
<b>Franchise Fees</b>	<b>4,145,138</b>	<b>4,289,904</b>	<b>4,269,000</b>	<b>4,269,000</b>	<b>-</b>	<b>4,269,000</b>	<b>4,397,000</b>	<b>4,397,000</b>	<b>-</b>	<b>4,397,000</b>
Cable, Water, Sewer, Solid Waste	3,021,837	3,082,339	3,029,000	3,029,000	-	3,029,000	3,119,800	3,119,800	-	3,119,800
Tacoma Power	1,123,301	1,204,366	1,240,000	1,240,000	-	1,240,000	1,277,200	1,277,200	-	1,277,200
Small Cell	-	3,200	-	-	-	-	-	-	-	-
<b>Development Service Fees</b>	<b>1,749,026</b>	<b>2,252,765</b>	<b>1,755,200</b>	<b>1,755,200</b>	<b>5,000</b>	<b>1,760,200</b>	<b>1,772,600</b>	<b>1,772,600</b>	<b>85,025</b>	<b>1,857,625</b>
Building Permits	690,016	992,686	735,600	735,600	-	735,600	743,000	743,000	85,025	828,025
Other Building Permit Fees	315,885	273,605	297,700	297,700	-	297,700	300,600	300,600	-	300,600
Plan Review/Plan Check Fees	603,498	810,634	581,400	581,400	5,000	586,400	587,200	587,200	-	587,200
Other Zoning/Development Fees	139,627	175,840	140,500	140,500	-	140,500	141,800	141,800	-	141,800
<b>Licenses &amp; Permits</b>	<b>415,674</b>	<b>354,013</b>	<b>382,525</b>	<b>382,525</b>	<b>-</b>	<b>382,525</b>	<b>382,500</b>	<b>382,500</b>	<b>-</b>	<b>382,500</b>
Business License	292,489	254,104	276,525	276,525	-	276,525	276,500	276,500	-	276,500
Alarm Permits & Fees	84,348	63,533	70,000	70,000	-	70,000	70,000	70,000	-	70,000
Animal Licenses	38,838	36,376	36,000	36,000	-	36,000	36,000	36,000	-	36,000
<b>State Shared Revenues</b>	<b>1,144,373</b>	<b>1,479,167</b>	<b>1,236,695</b>	<b>1,236,695</b>	<b>-</b>	<b>1,236,695</b>	<b>1,246,265</b>	<b>1,246,265</b>	<b>38,570</b>	<b>1,284,835</b>
Criminal Justice	167,506	179,221	173,235	173,235	-	173,235	176,235	176,235	-	176,235
Criminal Justice High Crime	162,777	427,878	249,450	249,450	-	249,450	249,500	249,500	-	249,500
Liquor Excise Tax	330,276	393,090	339,770	339,770	-	339,770	334,600	334,600	54,529	389,129
Liquor Board Profits	483,806	478,969	474,240	474,240	-	474,240	485,930	485,930	(15,959)	469,971
Marijuana Enforcement/Excise Tax	8	8	-	-	-	-	-	-	-	-
<b>Intergovernmental</b>	<b>528,086</b>	<b>453,830</b>	<b>288,665</b>	<b>216,110</b>	<b>-</b>	<b>216,110</b>	<b>275,274</b>	<b>275,274</b>	<b>-</b>	<b>275,274</b>
Police FBI & Other Misc	14,080	12,870	12,000	12,000	-	12,000	12,000	12,000	-	12,000
Police-Animal Svcs-Steilacoom	18,012	15,630	16,601	16,601	-	16,601	16,843	16,843	-	16,843
Police-Animal Svcs-Dupont	33,252	33,917	34,514	34,514	-	34,514	35,164	35,164	-	35,164
Police-South Sound 911 Background Investigations	32,640	17,298	15,000	15,000	-	15,000	15,000	15,000	-	15,000
Muni Court-University Place Contract	153,321	251,187	20,000	6,000	-	6,000	-	-	-	-
Muni Court-Town of Steilacoom Contract	155,276	87,364	103,000	63,916	-	63,916	106,090	106,090	-	106,090
Muni Court-City of Dupont	121,505	35,565	87,550	68,079	-	68,079	90,177	90,177	-	90,177

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>(001) GENERAL FUND-continued</b>										
<b>Charges for Services &amp; Fees</b>	<b>1,648,838</b>	<b>1,365,370</b>	<b>1,331,550</b>	<b>1,331,550</b>	-	<b>1,331,550</b>	<b>1,414,300</b>	<b>1,414,300</b>	-	<b>1,414,300</b>
Parks & Recreation Fees	279,541	127,720	191,250	191,250	-	191,250	274,000	274,000	-	274,000
Police - Various Contracts	19,943	3,851	4,000	4,000	-	4,000	4,000	4,000	-	4,000
Police - Towing Impound Fees	10,000	3,000	4,000	4,000	-	4,000	4,000	4,000	-	4,000
Police - Extra Duty	978,470	875,281	775,000	775,000	-	775,000	775,000	775,000	-	775,000
Police - Western State Hospital Community Policing	355,500	355,500	355,500	355,500	-	355,500	355,500	355,500	-	355,500
Other	5,384	18	1,800	1,800	-	1,800	1,800	1,800	-	1,800
<b>Fines &amp; Forfeitures</b>	<b>1,762,837</b>	<b>1,273,308</b>	<b>1,363,205</b>	<b>1,363,205</b>	<b>25,000</b>	<b>1,388,205</b>	<b>1,363,205</b>	<b>1,363,205</b>	<b>25,000</b>	<b>1,388,205</b>
Municipal Court	812,773	608,159	663,205	663,205	(75,000)	588,205	663,205	663,205	(75,000)	588,205
Photo Infraction	950,064	665,148	700,000	700,000	100,000	800,000	700,000	700,000	100,000	800,000
<b>Miscellaneous/Interest/Other</b>	<b>417,942</b>	<b>161,833</b>	<b>129,201</b>	<b>129,201</b>	-	<b>129,201</b>	<b>136,967</b>	<b>136,967</b>	-	<b>136,967</b>
Interest Earnings	160,388	52,458	67,930	67,930	-	67,930	67,930	67,930	-	67,930
Penalties & Interest - Taxes	167,569	34,294	7,500	7,500	-	7,500	7,500	7,500	-	7,500
Miscellaneous/Other	89,985	75,081	53,771	53,771	-	53,771	61,537	61,537	-	61,537
<b>Interfund Transfers</b>	<b>284,700</b>	<b>284,700</b>	<b>284,700</b>	<b>284,700</b>	-	<b>284,700</b>	<b>284,700</b>	<b>284,700</b>	-	<b>284,700</b>
Transfers In - Fund 401 SWM	284,700	284,700	284,700	284,700	-	284,700	284,700	284,700	-	284,700
<b>Subtotal Operating Revenues</b>	<b>\$42,294,072</b>	<b>\$40,461,225</b>	<b>\$38,300,241</b>	<b>\$38,227,686</b>	<b>\$2,493,000</b>	<b>\$40,720,686</b>	<b>\$40,125,951</b>	<b>\$40,125,951</b>	<b>\$601,065</b>	<b>\$40,727,016</b>
<b>EXPENDITURES:</b>										
<b>City Council</b>	<b>135,995</b>	<b>134,101</b>	<b>148,287</b>	<b>148,287</b>	-	<b>148,287</b>	<b>148,304</b>	<b>148,304</b>	-	<b>148,304</b>
Legislative	133,874	134,101	144,837	144,837	-	144,837	144,854	144,854	-	144,854
Sister City	2,121	-	3,450	3,450	-	3,450	3,450	3,450	-	3,450
<b>City Manager</b>	<b>722,760</b>	<b>636,362</b>	<b>709,664</b>	<b>709,804</b>	-	<b>709,804</b>	<b>786,062</b>	<b>786,202</b>	<b>8,175</b>	<b>794,377</b>
Executive	567,347	551,617	590,909	591,049	-	591,049	636,217	636,357	8,175	644,532
Communications	155,413	84,745	118,755	118,755	-	118,755	149,845	149,845	-	149,845
<b>Municipal Court</b>	<b>1,958,515</b>	<b>1,853,556</b>	<b>1,990,524</b>	<b>1,991,012</b>	-	<b>1,991,012</b>	<b>2,009,513</b>	<b>2,010,001</b>	-	<b>2,010,001</b>
Judicial Services	1,065,824	1,045,965	1,076,121	1,076,609	-	1,076,609	1,072,114	1,072,602	-	1,072,602
Professional Services	591,672	562,198	572,000	572,000	-	572,000	588,000	588,000	-	588,000
Probation & Detention	301,019	245,393	342,403	342,403	-	342,403	349,399	349,399	-	349,399
<b>Administrative Services</b>	<b>1,775,396</b>	<b>1,840,554</b>	<b>1,911,795</b>	<b>1,912,353</b>	-	<b>1,912,353</b>	<b>1,976,091</b>	<b>1,976,649</b>	-	<b>1,976,649</b>
Finance	1,193,231	1,265,348	1,285,342	1,285,714	-	1,285,714	1,323,536	1,323,908	-	1,323,908
Human Resources	582,165	575,206	626,453	626,639	-	626,639	652,555	652,741	-	652,741
<b>Legal</b>	<b>1,706,817</b>	<b>1,430,939</b>	<b>1,623,752</b>	<b>1,624,194</b>	-	<b>1,624,194</b>	<b>1,631,231</b>	<b>1,631,673</b>	-	<b>1,631,673</b>
Civil Legal Services	1,124,353	956,930	1,024,671	1,025,066	-	1,025,066	1,069,919	1,070,314	-	1,070,314
Criminal Prosecution Services	232,724	164,818	220,030	220,030	-	220,030	232,432	232,432	-	232,432
City Clerk	204,178	217,889	224,051	224,098	-	224,098	238,880	238,927	-	238,927
Election	145,562	91,302	155,000	155,000	-	155,000	90,000	90,000	-	90,000

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>(001) GENERAL FUND-continued</b>										
<b>Community &amp; Economic Development</b>	<b>2,266,964</b>	<b>2,188,040</b>	<b>2,519,919</b>	<b>2,520,827</b>	-	<b>2,520,827</b>	<b>2,666,419</b>	<b>2,667,328</b>	-	<b>2,667,328</b>
Current Planning	718,158	715,817	775,895	776,337	-	776,337	806,399	806,841	-	806,841
Long Range Planning	218,809	196,147	240,978	241,118	-	241,118	254,760	254,900	-	254,900
Building	1,146,618	1,135,909	1,303,025	1,303,304	-	1,303,304	1,387,786	1,388,066	-	1,388,066
Economic Development	183,379	140,167	200,021	200,068	-	200,068	217,474	217,521	-	217,521
<b>Parks, Recreation &amp; Community Services</b>	<b>2,903,440</b>	<b>2,407,609</b>	<b>2,930,296</b>	<b>2,931,877</b>	-	<b>2,931,877</b>	<b>2,998,234</b>	<b>2,999,806</b>	<b>53,000</b>	<b>3,052,806</b>
Human Services	403,779	370,123	482,039	482,039	-	482,039	493,607	493,607	-	493,607
Administration	329,201	341,371	312,761	313,935	-	313,935	323,442	324,607	-	324,607
Recreation	467,173	297,314	479,387	479,387	-	479,387	488,877	488,877	-	488,877
Senior Services	246,535	180,325	243,300	243,300	-	243,300	247,197	247,197	-	247,197
Parks Facilities	544,466	424,886	444,965	445,093	-	445,093	453,027	453,155	53,000	506,155
Fort Steilacoom Park	733,560	619,238	789,994	790,180	-	790,180	811,231	811,417	-	811,417
Street Landscape Maintenance	178,727	174,352	177,850	177,943	-	177,943	180,853	180,946	-	180,946
<b>Police</b>	<b>24,953,309</b>	<b>22,920,852</b>	<b>24,460,328</b>	<b>24,493,673</b>	<b>427,904</b>	<b>24,921,577</b>	<b>24,985,911</b>	<b>25,269,255</b>	<b>976,239</b>	<b>26,245,494</b>
Command	4,084,467	3,413,795	3,840,266	3,845,611	-	3,845,611	4,046,127	4,051,471	125,664	4,177,135
Jail Service	811,899	365,591	700,000	700,000	-	700,000	700,000	950,000	-	950,000
Dispatch Services/SS911	2,069,771	2,048,834	1,995,290	2,023,290	-	2,023,290	1,995,290	2,023,290	-	2,023,290
Investigations	3,935,607	3,898,138	4,326,224	4,326,224	-	4,326,224	4,399,550	4,399,550	-	4,399,550
Patrol	7,730,510	7,522,202	7,743,477	7,743,477	427,904	8,171,381	7,902,057	7,902,057	849,215	8,751,272
Special Units	373,704	291,102	268,573	268,573	-	268,573	270,533	270,533	-	270,533
SWAT/Special Response Team	148,476	37,322	70,730	70,730	-	70,730	70,730	70,730	-	70,730
Neighborhood Policing Unit (Formerly Crime Prevention)	1,195,099	1,287,326	1,328,064	1,328,064	-	1,328,064	1,353,865	1,353,865	-	1,353,865
Contracted Services (Extra Duty, offset by Revenue)	1,033,057	900,942	775,000	775,000	-	775,000	775,000	775,000	-	775,000
Community Safety Resource Team (CSRT)	403,968	370,379	478,116	478,116	-	478,116	484,226	484,226	1,360	485,586
Training	843,556	749,949	812,777	812,777	-	812,777	833,722	833,722	-	833,722
Traffic Policing	928,309	883,041	955,384	955,384	-	955,384	967,924	967,924	-	967,924
Property Room	276,447	229,129	314,888	314,888	-	314,888	321,692	321,692	-	321,692
Reimbursements	356,392	276,459	64,650	64,650	-	64,650	64,650	64,650	-	64,650
Emergency Management	51,141	47,987	39,640	39,640	-	39,640	39,640	39,640	-	39,640
Animal Control	324,810	319,129	357,249	357,249	-	357,249	370,905	370,905	-	370,905
Road & Street/Camera Enforcement	386,095	279,528	390,000	390,000	-	390,000	390,000	390,000	-	390,000
<b>Non-Departmental</b>	<b>121,530</b>	<b>107,234</b>	<b>136,925</b>	<b>136,925</b>	<b>860,445</b>	<b>997,370</b>	<b>136,925</b>	<b>136,925</b>	<b>171,423</b>	<b>308,348</b>
Citywide	121,530	107,234	136,925	136,925	-	136,925	136,925	136,925	2,252	139,177
IT 6-Year Strategic Plan & Fleet/Equip Reserves	-	-	-	-	860,445	860,445	-	-	169,171	169,171
<b>Interfund Transfers</b>	<b>1,983,711</b>	<b>1,462,408</b>	<b>1,866,823</b>	<b>1,851,291</b>	<b>65,309</b>	<b>1,916,600</b>	<b>1,873,112</b>	<b>1,874,008</b>	<b>16,720</b>	<b>1,890,728</b>
Transfer to Fund 101 Street O&M	1,512,108	981,149	1,381,902	1,366,370	65,309	1,431,679	1,390,574	1,391,470	16,720	1,408,190
Transfer to Fund 105/190 Abatement Program	35,000	35,000	35,000	35,000	-	35,000	35,000	35,000	-	35,000
Transfer to Fund 201 GO Bond Debt Service	436,603	446,260	449,921	449,921	-	449,921	447,538	447,538	-	447,538
<b>Subtotal Operating Expenditures</b>	<b>\$38,528,437</b>	<b>\$34,981,655</b>	<b>\$38,298,313</b>	<b>\$38,320,243</b>	<b>\$1,353,658</b>	<b>\$39,673,901</b>	<b>\$39,211,802</b>	<b>\$39,500,151</b>	<b>\$1,225,557</b>	<b>\$40,725,708</b>
<b>% Expenditure Change over Prior Year</b>	<b>2.8%</b>	<b>-9.2%</b>	<b>9.5%</b>	<b>9.5%</b>		<b>13.4%</b>	<b>2.4%</b>	<b>3.08%</b>		<b>2.7%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>3,765,635</b>	<b>5,479,570</b>	<b>1,928</b>	<b>(92,557)</b>		<b>1,046,785</b>	<b>914,149</b>	<b>625,800</b>		<b>1,308</b>
<b>As a % of Operating Expenditures</b>	<b>9.8%</b>	<b>15.7%</b>	<b>0.01%</b>	<b>-0.24%</b>		<b>2.64%</b>	<b>2.33%</b>	<b>1.58%</b>		<b>0.00%</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>(001) GENERAL FUND-continued</b>										
<i>OTHER FINANCING SOURCES:</i>										
<b>Grants, Donations/Contrib, 1-Time</b>	<b>544,035</b>	<b>3,434,273</b>	<b>100,250</b>	<b>456,467</b>	<b>413,288</b>	<b>869,755</b>	<b>100,250</b>	<b>100,250</b>	<b>263,000</b>	<b>363,250</b>
Contributions/Donations/Other	97,102	58,319	100,250	155,696	238,260	393,956	100,250	100,250	-	100,250
Grants	446,933	3,375,954	-	300,771	175,028	475,799	-	-	263,000	263,000
<b>Subtotal Other Financing Sources</b>	<b>\$544,035</b>	<b>\$3,434,273</b>	<b>\$100,250</b>	<b>\$456,467</b>	<b>\$413,288</b>	<b>\$869,755</b>	<b>\$100,250</b>	<b>\$100,250</b>	<b>\$263,000</b>	<b>\$363,250</b>
<i>OTHER FINANCING USES:</i>										
<b>Capital &amp; Other 1-Time</b>	<b>1,620,058</b>	<b>4,042,415</b>	<b>185,656</b>	<b>1,323,222</b>	<b>885,959</b>	<b>2,209,181</b>	<b>137,028</b>	<b>137,028</b>	<b>514,605</b>	<b>651,633</b>
Municipal Court	94,366	76,136	8,800	79,621	-	79,621	8,279	8,279	68,000	76,279
City Council	-	-	-	-	51,500	51,500	-	-	-	-
City Manager	25,796	1,666	17,131	59,472	-	59,472	2,005	2,005	25,000	27,005
Administrative Services	32,136	5,447	8,190	27,557	-	27,557	7,705	7,705	-	7,705
City-Wide COVID-19 Grants	-	2,877,860	-	2,689	-	2,689	-	-	-	-
IT 6-Year Strategic Plan & I/S Charges to be Allocated	-	-	-	-	350,178	350,178	-	-	-	-
Legal/Clerk	57,002	34,302	8,825	54,470	-	54,470	8,302	8,302	-	8,302
Community & Economic Development	600,928	293,575	14,663	295,189	105,920	401,109	13,796	13,796	161,605	175,401
Parks, Recreation & Community Services	102,495	156,355	40,262	187,178	122,770	309,948	14,358	14,358	260,000	274,358
Police	707,335	597,075	87,785	617,045	255,591	872,636	82,583	82,583	-	82,583
<b>Interfund Transfers</b>	<b>1,663,097</b>	<b>1,014,676</b>	<b>880,000</b>	<b>1,582,425</b>	<b>2,023,505</b>	<b>3,605,930</b>	<b>745,465</b>	<b>820,465</b>	<b>100,000</b>	<b>920,465</b>
Transfer Out - Fund 101 Street	-	-	-	91,888	29,995	121,883	-	-	-	-
Transfer Out - Fund 105 Property Abatement/RHSP	50,000	50,000	50,000	50,000	75,000	125,000	50,000	50,000	-	50,000
Transfer Out - Fund 106 Public Art	100,000	-	-	22,500	-	22,500	-	-	30,000	30,000
Transfer Out - Fund 192 SSMCP	50,000	50,000	50,000	50,000	-	50,000	50,000	50,000	-	50,000
Transfer Out - Fund 301 Parks CIP	479,300	494,129	80,000	668,037	1,918,510	2,586,547	212,500	287,500	70,000	357,500
Transfer Out - Fund 302 Transportation CIP	983,797	393,547	700,000	700,000	-	700,000	432,965	432,965	-	432,965
Transfer Out - Fund 311 Sewer	-	27,000	-	-	-	-	-	-	-	-
<b>Subtotal Other Financing Uses</b>	<b>\$3,283,155</b>	<b>\$5,057,091</b>	<b>\$1,065,657</b>	<b>\$2,905,647</b>	<b>\$2,909,464</b>	<b>\$5,815,111</b>	<b>\$882,491</b>	<b>\$957,493</b>	<b>\$614,605</b>	<b>\$1,572,098</b>
<b>Total Revenues and Other Sources</b>	<b>\$42,838,107</b>	<b>\$43,895,498</b>	<b>\$38,400,491</b>	<b>\$38,684,153</b>	<b>\$2,906,288</b>	<b>\$41,590,442</b>	<b>\$40,226,201</b>	<b>\$40,226,201</b>	<b>\$864,065</b>	<b>\$41,090,266</b>
<b>Total Expenditures and other Uses</b>	<b>\$41,811,592</b>	<b>\$40,038,746</b>	<b>39,363,970</b>	<b>\$41,225,890</b>	<b>\$4,263,122</b>	<b>45,489,014</b>	<b>\$40,094,292</b>	<b>\$40,457,644</b>	<b>\$1,840,162</b>	<b>42,297,813</b>
<b>Beginning Fund Balance:</b>	<b>\$8,847,534</b>	<b>\$9,874,049</b>	<b>\$5,767,631</b>	<b>\$13,573,122</b>		<b>\$13,730,802</b>	<b>\$4,804,154</b>	<b>\$11,031,385</b>		<b>\$9,832,230</b>
<b>Ending Fund Balance:</b>	<b>\$9,874,049</b>	<b>\$13,730,802</b>	<b>\$4,804,152</b>	<b>\$11,031,385</b>		<b>\$9,832,230</b>	<b>\$4,936,063</b>	<b>\$10,799,942</b>		<b>\$8,624,683</b>
Ending Fund Balance as a % of Gen/Street Operating Rev	22.8%	33.2%	12.2%	28.1%		23.6%	12.0%	26.3%		20.7%
Reserve - Total Target 12% Reserves & Set Aside	\$5,194,795	\$4,958,178	\$4,711,458	\$4,702,752		\$6,001,912	\$4,936,063	\$4,936,063		\$7,008,191
2% Contingency Reserves	\$865,799	\$826,363	\$785,243	\$783,792		\$833,652	\$822,677	\$822,677		\$834,699
5% General Fund Reserves	\$2,164,498	\$2,065,908	\$1,963,108	\$1,959,480		\$2,084,130	\$2,056,693	\$2,056,693		\$2,086,746
5% Strategic Reserves	\$2,164,498	\$2,065,908	\$1,963,108	\$1,959,480		\$2,084,130	\$2,056,693	\$2,056,693		\$2,086,746
Set Aside for Economic Development Opportunity Fund	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$2,000,000
Unreserved/Designated 2023-2024 Budget	\$4,679,253	\$8,772,623	\$92,695	\$6,328,635		\$3,830,320	\$0	\$5,863,880		\$1,616,493

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 101 STREET OPERATIONS &amp; MAINTENANCE</b>										
<i>REVENUES:</i>										
Permits	154,287	147,196	106,500	106,500	-	106,500	152,500	152,500	-	152,500
Engineering Review Fees	-	40	-	-	-	-	-	-	-	-
Motor Vehicle Fuel Tax	841,601	709,693	855,410	855,410	-	855,410	855,410	855,410	-	855,410
<b>Subtotal Operating Revenues</b>	<b>\$ 995,888</b>	<b>\$ 856,929</b>	<b>\$ 961,910</b>	<b>\$ 961,910</b>	<b>\$ -</b>	<b>\$ 961,910</b>	<b>\$ 1,007,910</b>	<b>\$ 1,007,910</b>	<b>\$ -</b>	<b>\$ 1,007,910</b>
<i>EXPENDITURES:</i>										
Street Lighting	367,112	353,182	337,210	337,210	-	337,210	337,210	337,210	-	337,210
Traffic Control Devices	386,439	235,746	430,523	430,523	-	430,523	431,508	431,508	-	431,508
Snow & Ice Response	5,446	28,747	45,500	45,500	-	45,500	45,500	45,500	-	45,500
Road & Street Preservation	1,633,811	1,190,004	1,514,151	1,515,048	-	1,515,048	1,568,811	1,569,708	-	1,569,708
I/S Charges to be Allocated	-	-	-	-	65,309	65,309	-	-	16,720	16,720
<b>Subtotal Operating Expenditures</b>	<b>\$2,392,808</b>	<b>\$1,807,679</b>	<b>\$2,327,384</b>	<b>\$2,328,281</b>	<b>\$65,309</b>	<b>\$2,393,590</b>	<b>2,383,029</b>	<b>2,383,926</b>	<b>\$16,720</b>	<b>\$2,400,646</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(\$1,396,920)</b>	<b>(\$950,750)</b>	<b>(\$1,365,474)</b>	<b>(\$1,366,371)</b>	<b>(\$65,309)</b>	<b>(\$1,431,680)</b>	<b>(\$1,375,119)</b>	<b>(\$1,376,016)</b>	<b>(\$16,720)</b>	<b>(\$1,392,736)</b>
<i>OTHER FINANCING SOURCES:</i>										
Grants		12,000	-	-	-	-	-	-	-	-
Judgments, Settlements/Miscellaneous	589	319	-	-	-	-	-	-	-	-
Transfer In From General Fund	1,512,108	981,149	1,381,902	1,458,258	95,304	1,553,562	\$1,390,574	\$1,391,470	16,720	1,408,190
<b>Subtotal Other Financing Sources</b>	<b>\$1,512,697</b>	<b>\$993,467</b>	<b>\$1,381,902</b>	<b>1,458,258</b>	<b>\$95,304</b>	<b>\$1,553,562</b>	<b>\$1,390,574</b>	<b>\$1,391,470</b>	<b>\$16,720</b>	<b>\$1,408,190</b>
<i>OTHER FINANCING USES:</i>										
Building, Vehicles, Equipment & Other 1-Time	110,987	47,507	16,428	91,888	29,995	121,883	15,454	15,454	-	15,454
<b>Subtotal Other Financing Uses</b>	<b>\$110,987</b>	<b>\$47,507</b>	<b>\$16,428</b>	<b>\$91,888</b>	<b>\$29,995</b>	<b>\$121,883</b>	<b>\$15,454</b>	<b>\$15,454</b>	<b>\$0</b>	<b>\$15,454</b>
<b>Total Revenues and Other Sources</b>	<b>\$2,508,585</b>	<b>\$1,850,396</b>	<b>\$2,343,812</b>	<b>\$2,420,168</b>	<b>\$95,304</b>	<b>\$2,515,473</b>	<b>\$2,398,484</b>	<b>\$2,399,380</b>	<b>\$16,720</b>	<b>\$2,416,099</b>
<b>Total Expenditures and other Uses</b>	<b>\$2,503,796</b>	<b>\$1,855,185</b>	<b>\$2,343,812</b>	<b>\$2,420,168</b>	<b>\$95,304</b>	<b>\$2,515,473</b>	<b>\$2,398,483</b>	<b>\$2,399,380</b>	<b>\$16,720</b>	<b>\$2,416,099</b>
<b>Beginning Fund Balance:</b>	<b>\$0</b>	<b>\$4,789</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Ending Fund Balance:</b>	<b>\$4,789</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 103 LAKEWOOD TRANSPORTATION BENEFIT DISTRICT</b>										
<i>REVENUES:</i>										
\$20 Vehicle License Fee (Net of State Admin Fee)	830,684	881,849	835,000	835,000	-	835,000	835,000	835,000	-	835,000
Interest Earnings	3,447	904	-	-	-	-	-	-	-	-
<b>Total Revenue</b>	<b>\$834,131</b>	<b>\$882,753</b>	<b>\$835,000</b>	<b>\$835,000</b>	<b>\$0</b>	<b>\$835,000</b>	<b>\$835,000</b>	<b>\$835,000</b>	<b>\$0</b>	<b>\$835,000</b>
<i>EXPENDITURES:</i>										
Transfer to Fund 302 Transportation Capital	923,000	247,457	-	-	-	-	640,000	640,000	-	640,000
<b>Total Expenditures</b>	<b>\$923,000</b>	<b>\$247,457</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$640,000</b>	<b>\$640,000</b>	<b>\$0</b>	<b>\$640,000</b>
<b>Beginning Fund Balance:</b>	<b>\$141,325</b>	<b>\$52,457</b>	<b>\$640,000</b>	<b>\$687,753</b>		<b>\$687,753</b>	<b>\$1,475,000</b>	<b>\$1,522,753</b>		<b>\$1,522,753</b>
<b>Ending Fund Balance:</b>	<b>\$52,457</b>	<b>\$687,753</b>	<b>\$1,475,000</b>	<b>\$1,522,753</b>		<b>\$1,522,753</b>	<b>\$1,670,000</b>	<b>\$1,717,753</b>		<b>\$1,717,753</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 104 HOTEL/MOTEL LODGING TAX</b>										
<i>REVENUES:</i>										
Special Hotel/Motel Lodging Tax (5%)	\$774,671	\$619,508	\$571,429	\$571,429	142,857	714,286	\$714,286	\$714,286	-	714,286
Transient Rental income Tax (2%)	317,282	247,803	228,571	228,571	57,143	285,714	285,714	285,714	-	285,714
Interest Earnings	22,666	7,693	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$1,114,619</b>	<b>\$875,005</b>	<b>\$800,000</b>	<b>\$800,000</b>	<b>\$200,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$1,000,000</b>
<i>EXPENDITURES:</i>										
Lodging Tax Programs	540,352	456,515	672,250	672,250	-	672,250	800,000	800,000	-	800,000
Lodging Tax Programs-Transfer Out to Fund 301 Parks CIP	178,836	320,093	-	140,941	-	140,941	-	-	-	-
<b>Total Expenditures</b>	<b>\$719,189</b>	<b>\$776,609</b>	<b>\$672,250</b>	<b>\$813,191</b>	<b>\$0</b>	<b>\$813,191</b>	<b>\$800,000</b>	<b>\$800,000</b>	<b>\$0</b>	<b>\$800,000</b>
<b>Beginning Fund Balance:</b>	<b>\$1,165,206</b>	<b>\$1,560,637</b>	<b>\$1,247,353</b>	<b>\$1,659,033</b>		<b>\$1,659,033</b>	<b>\$1,375,103</b>	<b>\$1,645,842</b>		<b>\$1,845,842</b>
<b>Ending Fund Balance (earmarked for next year's grant awards)</b>	<b>\$1,560,637</b>	<b>\$1,659,033</b>	<b>\$1,375,103</b>	<b>\$1,645,842</b>		<b>\$1,845,842</b>	<b>\$1,575,103</b>	<b>\$1,845,842</b>		<b>\$2,045,842</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 105 PROPERTY ABATEMENT &amp; RENTAL HOUSING SAFETY PROGRAM</b>										
<i>REVENUES:</i>										
Abatement Program:	238,946	132,535	147,000	147,000	-	147,000	86,500	86,500	-	86,500
Abatement Charges	138,739	59,134	77,000	77,000	-	77,000	45,000	45,000	-	45,000
Interest Earnings	36,581	13,401	35,000	35,000	-	35,000	6,500	6,500	-	6,500
Judgments & Settlements/Other Misc	3,625	-	-	-	-	-	-	-	-	-
Transfer In - Fund 001 General	60,000	60,000	35,000	35,000	-	35,000	35,000	35,000	-	35,000
Rental Housing Safety Program:	230,307	204,398	225,000	249,287	75,300	324,587	225,000	225,000	300	225,300
Transfer In - Fund 001 General	25,000	25,000	50,000	74,287	75,000	149,287	50,000	50,000	-	50,000
Rental Housing Safety Program Fees	205,307	179,398	175,000	175,000	300	175,300	175,000	175,000	300	175,300
1406 Affordable Housing Program:	-	72,316	98,000	98,000	-	98,000	98,000	98,000	-	98,000
Sales Tax	-	72,316	98,000	98,000	-	98,000	98,000	98,000	-	98,000
<b>Total Revenues</b>	<b>\$469,253</b>	<b>\$409,250</b>	<b>\$470,000</b>	<b>\$494,287</b>	<b>\$75,300</b>	<b>\$569,587</b>	<b>\$409,500</b>	<b>\$409,500</b>	<b>\$300</b>	<b>\$409,800</b>
<i>EXPENDITURES:</i>										
Abatement	132,474	92,934	147,000	757,386	-	757,386	86,500	86,500	-	86,500
Rental Housing Safety Program	199,841	263,719	225,000	225,000	75,300	300,300	225,000	225,000	300	225,300
1406 Affordable Housing Program	-	-	98,000	170,315	-	170,315	98,000	98,000	-	98,000
<b>Total Expenditures</b>	<b>\$332,315</b>	<b>\$356,653</b>	<b>\$470,000</b>	<b>\$1,152,701</b>	<b>\$75,300</b>	<b>\$1,228,001</b>	<b>\$409,500</b>	<b>\$409,500</b>	<b>\$300</b>	<b>\$409,800</b>
Beginning Fund Balance:	\$468,879	\$605,817	\$0	\$658,414		\$658,414	\$0	\$0		\$0
Ending Fund Balance:	\$605,817	\$658,414	\$0	\$0		\$0	\$0	\$0		\$0
Abatement Program	\$570,784	\$610,386	\$0	\$0		\$0	\$0	\$0		\$0
Rental Housing Safety Program	\$35,033	(\$24,288)	\$0	\$0		\$0	\$0	\$0		\$0
1406 Affordable Housing Program	\$0	\$72,316	\$0	\$0		\$0	\$0	\$0		\$0

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 106 PUBLIC ART</b>										
<i>REVENUES:</i>										
Interest Earnings	893	722	-	-	-	-	-	-	-	-
Facility Rentals	21,000	(3,000)	7,500	7,500	-	7,500	15,000	15,000	-	15,000
Transfer In - Fund 001 General	100,000	-	-	22,500	-	22,500	-	-	30,000	30,000
<b>Total Revenues</b>	<b>\$121,893</b>	<b>(\$2,278)</b>	<b>\$7,500</b>	<b>\$30,000</b>	<b>\$0</b>	<b>\$30,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$30,000</b>	<b>\$45,000</b>
<i>EXPENDITURES:</i>										
Arts Commission Programs	-	-	2,000	10,000	-	10,000	2,000	2,000	-	2,000
Public Art	4,000	5,000	5,500	155,500	-	155,500	13,000	13,000	30,000	43,000
<b>Total Expenditures</b>	<b>\$4,000</b>	<b>\$5,000</b>	<b>\$7,500</b>	<b>\$165,500</b>	<b>\$0</b>	<b>\$165,500</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$30,000</b>	<b>\$45,000</b>
Beginning Fund Balance:	\$24,885	\$142,778	\$0	\$135,500		\$135,500	\$0	\$0		\$0
Ending Fund Balance:	\$142,778	\$135,500	\$0	\$0		\$0	\$0	\$0		\$0



	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 180 NARCOTICS SEIZURE</b>										
<i>REVENUES:</i>										
Forfeitures	123,275	71,670	-	-	-	-	-	-	-	-
Law Enforcement Contracts	38,171	33,485	-	-	-	-	-	-	-	-
Interest Earnings	6,098	1,197	-	-	-	-	-	-	-	-
	-	-	-	-	14,500	14,500	-	-	-	-
<b>Total Revenues</b>	<b>\$167,544</b>	<b>\$106,352</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,500</b>	<b>14,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<i>EXPENDITURES:</i>										
Investigations /Predictive Policing	201,584	162,477	-	106,196	14,500	120,696	-	-	-	-
Capital Purchases	-	-	120,000	120,000	-	120,000	-	-	-	-
<b>Total Expenditures</b>	<b>\$201,584</b>	<b>\$162,477</b>	<b>\$120,000</b>	<b>\$226,196</b>	<b>\$14,500</b>	<b>\$240,696</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance:</b>	<b>\$316,361</b>	<b>\$282,321</b>	<b>\$120,000</b>	<b>\$226,196</b>		<b>\$226,196</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Ending Fund Balance:</b>	<b>\$282,321</b>	<b>\$226,196</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 181 FELONY SEIZURE</b>										
<i>REVENUES:</i>										
Forfeitures/Misc/Interest	14,121	42,660	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$14,121</b>	<b>\$42,660</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<i>EXPENDITURES:</i>										
Investigations/Predictive Policing	21,022	2,966	-	47,837	-	47,837	-	-	-	-
<b>Total Expenditures</b>	<b>\$21,022</b>	<b>\$2,966</b>	<b>\$0</b>	<b>\$47,837</b>	<b>\$0</b>	<b>\$47,837</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance:</b>	<b>\$15,044</b>	<b>\$8,143</b>	<b>\$0</b>	<b>\$47,837</b>		<b>\$47,837</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Ending Fund Balance:</b>	<b>\$8,143</b>	<b>\$47,837</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 182 FEDERAL SEIZURE</b>										
<i>REVENUES:</i>										
Forfeitures	264,203	63,492	-	-	-	-	-	-	-	-
Interest Earnings	-	1,132	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$264,203</b>	<b>\$64,624</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<i>EXPENDITURES:</i>										
Crime Prevention	4,374	399	-	40,906	-	40,906	-	-	-	-
Capital	-	163,147	120,000	120,000	-	120,000	-	-	-	-
<b>Total Expenditures</b>	<b>\$4,374</b>	<b>\$163,546</b>	<b>\$120,000</b>	<b>\$160,906</b>	<b>\$0</b>	<b>\$160,906</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance:</b>	<b>\$0</b>	<b>\$259,829</b>	<b>\$120,000</b>	<b>\$160,907</b>		<b>\$160,907</b>	<b>\$0</b>	<b>\$0</b>		
<b>Ending Fund Balance:</b>	<b>\$259,829</b>	<b>\$160,907</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 190 CDBG</b>										
<i>REVENUES:</i>										
Grants	843,178	385,342	595,000	4,328,614	36,294	4,364,908	595,000	595,000	-	595,000
Section 108 Loan Proceeds	-	-	-	-	-	-	-	-	-	-
Interest Earnings	6	16	-	-	-	-	-	-	-	-
Miscellaneous/Contributions	1,309	3,411	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$844,493</b>	<b>\$388,769</b>	<b>\$595,000</b>	<b>\$4,328,614</b>	<b>\$36,294</b>	<b>\$4,364,908</b>	<b>\$595,000</b>	<b>\$595,000</b>	<b>\$0</b>	<b>\$595,000</b>
<i>EXPENDITURES:</i>										
Grants	348,605	402,213	595,000	5,710,338	36,294	5,746,632	595,000	595,000	-	595,000
Transfer Out - Fund 302 Transportation	486,445	8,056	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$835,050</b>	<b>\$410,269</b>	<b>\$595,000</b>	<b>\$5,710,338</b>	<b>\$36,294</b>	<b>\$5,746,632</b>	<b>\$595,000</b>	<b>\$595,000</b>	<b>\$0</b>	<b>\$595,000</b>
<b>Beginning Fund Balance:</b>	<b>\$1,393,781</b>	<b>\$1,403,224</b>	<b>\$0</b>	<b>\$1,381,724</b>		<b>\$1,381,724</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Ending Fund Balance:</b>	<b>\$1,403,224</b>	<b>\$1,381,724</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 191 NEIGHBORHOOD STABILIZATION PROGRAM</b>										
<i>REVENUES:</i>										
Grant-NSP 1	55,697	43,741	-	42,000	-	42,000	-	42,000	-	42,000
Grant-NSP 3	-	57,505	-	-	-	-	-	-	-	-
Abatement Charges	-	-	63,000	-	-	-	37,000	-	-	-
Abatement Interest	1,766	12,257	15,000	-	-	-	5,000	-	-	-
<b>Total Revenues</b>	<b>\$57,462</b>	<b>\$113,503</b>	<b>\$78,000</b>	<b>\$42,000</b>	<b>\$0</b>	<b>\$42,000</b>	<b>\$42,000</b>	<b>\$42,000</b>	<b>\$0</b>	<b>\$42,000</b>
<i>EXPENDITURES:</i>										
Grant-NSP 1	3,662	822	78,000	297,114	-	297,114	42,000	42,000	-	42,000
Grant-NSP 3	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$3,662</b>	<b>\$822</b>	<b>\$78,000</b>	<b>\$297,114</b>	<b>\$0</b>	<b>\$297,114</b>	<b>\$42,000</b>	<b>\$42,000</b>	<b>\$0</b>	<b>\$42,000</b>
<b>Beginning Fund Balance:</b>	<b>\$88,632</b>	<b>\$142,433</b>	<b>\$0</b>	<b>\$255,115</b>		<b>\$255,115</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Ending Fund Balance:</b>	<b>\$142,433</b>	<b>\$255,115</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 192 SSMCP (SOUTH SOUND MILITARY COMMUNITIES PARTNERSHIP)</b>										
<i>REVENUES:</i>										
Grants	241,825	461,015	-	7,509,228	1,400,000	8,909,228	-	-	-	-
Partner Participation	182,400	186,000	177,500	186,000	-	186,000	177,500	177,500	-	177,500
Misc/Other	1	500	-	-	-	-	-	-	-	-
Transfer In From Fund 001 General	50,000	50,000	50,000	50,000	-	50,000	50,000	50,000	-	50,000
<b>Total Revenues</b>	<b>\$474,227</b>	<b>\$697,515</b>	<b>\$227,500</b>	<b>\$7,745,228</b>	<b>\$1,400,000</b>	<b>\$9,145,228</b>	<b>\$227,500</b>	<b>\$227,500</b>	<b>\$0</b>	<b>\$227,500</b>
<i>EXPENDITURES:</i>										
OEA/SSMCP	494,496	732,928	227,500	7,763,073	1,400,000	9,163,073	227,500	227,500	-	227,500
<b>Total Expenditures</b>	<b>\$494,496</b>	<b>\$732,928</b>	<b>\$227,500</b>	<b>\$7,763,073</b>	<b>\$1,400,000</b>	<b>\$9,163,073</b>	<b>\$227,500</b>	<b>\$227,500</b>	<b>\$0</b>	<b>\$227,500</b>
<b>Beginning Fund Balance:</b>	<b>\$73,700</b>	<b>\$53,431</b>	<b>\$0</b>	<b>\$18,018</b>		<b>\$18,018</b>	<b>\$0</b>	<b>\$173</b>		<b>\$173</b>
<b>Ending Fund Balance:</b>	<b>\$53,431</b>	<b>\$18,018</b>	<b>\$0</b>	<b>\$173</b>		<b>\$173</b>	<b>\$0</b>	<b>\$173</b>		<b>\$173</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 195 PUBLIC SAFETY GRANTS</b>										
<i>REVENUES:</i>										
Grants	317,474	535,656	132,328	518,076	197,405	715,481	132,328	132,328	-	132,328
<b>Total Revenues</b>	<b>\$317,474</b>	<b>\$535,656</b>	<b>\$132,328</b>	<b>\$518,076</b>	<b>\$197,405</b>	<b>\$715,481</b>	<b>\$132,328</b>	<b>\$132,328</b>	<b>\$0</b>	<b>\$132,328</b>
<i>EXPENDITURES:</i>										
Grants	317,473	535,656	132,328	518,076	197,405	715,481	132,328	132,328	-	132,328
<b>Total Expenditures</b>	<b>\$317,473</b>	<b>\$535,656</b>	<b>\$132,328</b>	<b>\$518,076</b>	<b>\$197,405</b>	<b>\$715,481</b>	<b>\$132,328</b>	<b>\$132,328</b>	<b>\$0</b>	<b>\$132,328</b>
<b>Beginning Fund Balance:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Ending Fund Balance:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 196 ARPA (AMERICAN RESCUE PLAN ACT) GRANT</b>										
<i>REVENUES:</i>										
Grants	-	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>-</b>	<b>-</b>	<b>\$0</b>	<b>\$0</b>	<b>-</b>	<b>-</b>
<i>EXPENDITURES:</i>										
Grants					-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>-</b>	<b>-</b>	<b>\$0</b>	<b>\$0</b>	<b>-</b>	<b>-</b>
<b>Beginning Fund Balance:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Ending Fund Balance:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised
<b>FUND 201 GENERAL OBLIGATION BOND DEBT SERVICE</b>										
<i>REVENUES:</i>										
Transfer-In From Fund 001 General	436,603	446,260	449,921	449,921	-	449,921	447,538	447,538	-	447,538
Transfer-In From Fund 102 REET	164,000	535,296	1,240,900	1,240,900	-	1,240,900	1,242,400	1,242,400	-	1,242,400
<b>Total Revenues</b>	<b>\$600,603</b>	<b>\$981,556</b>	<b>\$1,690,821</b>	<b>\$1,690,821</b>	<b>\$0</b>	<b>\$1,690,821</b>	<b>\$1,689,938</b>	<b>\$1,689,938</b>	<b>\$0</b>	<b>\$1,689,938</b>
<i>EXPENDITURES:</i>										
Principal & Interest - 59th Avenue	77,000	77,000	77,000	77,000	-	77,000	77,000	77,000	-	77,000
Principal & Interest - Police Station - 2009/2016	210,181	209,006	212,594	212,594	-	212,594	210,707	210,707	-	210,707
Principal & Interest - LOCAL LED Streetlight	155,025	154,650	160,327	160,327	-	160,327	158,707	158,707	-	158,707
Principle & Interest - Transp CIP Bond - 2019-2022 LTGO	158,396	540,900	1,240,900	1,240,900	-	1,240,900	1,243,524	1,243,524	-	1,243,524
<b>Total Expenditures</b>	<b>\$600,603</b>	<b>\$981,556</b>	<b>\$1,690,821</b>	<b>\$1,690,821</b>	<b>\$0</b>	<b>\$1,690,821</b>	<b>\$1,689,938</b>	<b>\$1,689,938</b>	<b>\$0</b>	<b>\$1,689,938</b>
<b>Beginning Fund Balance:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Ending Fund Balance:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 202 LOCAL IMPROVEMENT DISTRICT (LID) DEBT SERVICE</b>										
<i>REVENUES:</i>										
Interest	1,876	1,407	-	-	-	-	-	-	-	-
Assessments	201,429	270,724	268,920	268,920	(14,330)	254,590	247,774	247,774	(2,133)	245,641
LID 1109 Bond Proceeds for Admin Fees (Fund 302)	-	17,730	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$203,305</b>	<b>\$289,861</b>	<b>\$268,920</b>	<b>\$268,920</b>	<b>(\$14,330)</b>	<b>\$254,590</b>	<b>\$247,774</b>	<b>\$247,774</b>	<b>(\$2,133)</b>	<b>\$245,641</b>
<i>EXPENDITURES:</i>										
LID 1101/1103	167,641	10,800	109,833	247,002	(26,391)	220,611	950	90,149	(90,149)	-
LID 1108	68,293	65,521	62,749	62,749	912	63,661	59,977	62,939	(2,050)	60,889
LID 1109	-	600	96,338	207,207	(109,475)	97,732	94,686	94,686	131,955	226,641
<b>Total Expenditures</b>	<b>\$235,934</b>	<b>\$76,921</b>	<b>\$268,920</b>	<b>\$516,958</b>	<b>(\$134,954)</b>	<b>\$382,004</b>	<b>\$155,613</b>	<b>\$247,774</b>	<b>\$39,756</b>	<b>\$287,530</b>
<b>Beginning Fund Balance:</b>	<b>\$67,726</b>	<b>\$35,097</b>	<b>\$0</b>	<b>\$248,038</b>		<b>\$248,038</b>	<b>\$0</b>	<b>\$0</b>		<b>\$120,624</b>
<b>Ending Fund Balance:</b>	<b>\$35,097</b>	<b>\$248,038</b>	<b>\$0</b>	<b>\$0</b>		<b>\$120,624</b>	<b>\$92,161</b>	<b>\$0</b>		<b>\$78,734</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 204 SEWER PROJECT DEBT SERVICE</b>										
<i>REVENUES:</i>										
Sewer Charges (4.75% Sewer Surcharge)	822,295	791,007	785,000	785,000	-	785,000	805,000	805,000	-	805,000
Interest Earnings/Other	20,829	4,127	6,600	6,600	-	6,600	9,200	9,200	-	9,200
Sanitary Side Sewer Connection Home Loan Repayment	7,767	30,413	8,881	8,881	-	8,881	20,058	20,058	-	20,058
<b>Total Revenues</b>	<b>\$850,891</b>	<b>\$825,547</b>	<b>\$800,481</b>	<b>\$800,481</b>	<b>\$0</b>	<b>\$800,481</b>	<b>\$834,258</b>	<b>\$834,258</b>	<b>\$0</b>	<b>\$834,258</b>
<i>EXPENDITURES:</i>										
Principal & Interest	485,023	482,554	480,086	480,086	-	480,086	477,618	477,618	-	477,618
Transfer To Fund 311 Sewer Capital	987,000	55,000	190,000	190,000	-	190,000	50,000	50,000	-	50,000
<b>Total Expenditures</b>	<b>1,472,023</b>	<b>\$537,554</b>	<b>\$670,086</b>	<b>\$670,086</b>	<b>\$0</b>	<b>\$670,086</b>	<b>\$527,618</b>	<b>\$527,618</b>	<b>\$0</b>	<b>\$527,618</b>
<b>Beginning Fund Balance:</b>	<b>\$940,452</b>	<b>\$319,321</b>	<b>\$578,288</b>	<b>\$607,313</b>		<b>\$607,313</b>	<b>\$708,683</b>	<b>\$737,708</b>		<b>\$737,708</b>
<b>Ending Fund Balance:</b>	<b>\$319,321</b>	<b>\$607,313</b>	<b>\$708,683</b>	<b>\$737,708</b>		<b>\$737,708</b>	<b>\$1,015,323</b>	<b>\$1,044,348</b>		<b>\$1,044,348</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 251 LOCAL IMPROVEMENT DISTRICT (LID) GUARANTY DEBT SERVICE</b>										
<i>REVENUES:</i>										
Interest Earnings	2,606	674	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$2,606</b>	<b>\$674</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<i>EXPENDITURES:</i>										
Transfer Out - Fund 001 General	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance:</b>	<b>\$129,688</b>	<b>\$132,294</b>	<b>\$132,294</b>	<b>\$132,968</b>		<b>\$132,968</b>	<b>\$132,294</b>	<b>\$132,294</b>	<b>\$0</b>	<b>\$132,968</b>
<b>Ending Fund Balance:</b>	<b>\$132,294</b>	<b>\$132,968</b>	<b>\$132,294</b>	<b>\$132,968</b>		<b>\$132,968</b>	<b>\$132,294</b>	<b>\$132,294</b>	<b>\$0</b>	<b>\$132,968</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 301 PARKS CAPITAL</b>										
<i>REVENUES:</i>										
Grants	714,360	2,112,047	332,000	2,609,549	4,973,680	7,583,229	2,518,000	2,518,000	(2,518,000)	-
Motor Vehicle Excise Tax for Paths & Trails	4,978	4,198	-	-	-	-	-	-	-	-
Interest Earnings	33,800	12,768	-	-	-	-	-	-	-	-
Contributions/Donations/Utility & Developers	208,974	5,023	-	10,000	-	10,000	-	-	-	-
Transfer In From Fund 001 General	479,300	494,129	80,000	643,750	1,918,510	2,562,260	212,500	287,500	70,000	357,500
Transfer In From Fund 102 REET	1,443,130	519,589	158,000	158,000	-	158,000	624,500	624,500	-	624,500
Transfer In From Fund 104 Hotel/Motel Lodging Tax	178,836	320,093	-	140,941	-	140,941	-	-	-	-
Transfer In From Fund 302 Transportation CIP	5,087	-	-	-	-	-	-	-	-	-
Transfer In From Fund 401 Surface Water Mgmt	131,537	-	-	206,277	-	206,277	-	-	-	-
Transfer In - Fund 502 Property Management	50,000	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$3,250,004</b>	<b>\$3,467,848</b>	<b>\$570,000</b>	<b>\$3,768,517</b>	<b>\$6,892,190</b>	<b>\$10,660,707</b>	<b>\$3,355,000</b>	<b>\$3,430,000</b>	<b>(\$2,448,000)</b>	<b>\$982,000</b>
<i>EXPENDITURES:</i>										
Capital	2,025,972	3,478,905	570,000	6,349,899	6,892,190	13,242,089	3,355,000	3,430,000	(2,448,000)	982,000
Transfer to Fund 102 REET	-	100,000	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$2,025,972</b>	<b>\$3,578,905</b>	<b>\$570,000</b>	<b>\$6,349,899</b>	<b>\$6,892,190</b>	<b>\$13,242,089</b>	<b>\$3,355,000</b>	<b>\$3,430,000</b>	<b>(\$2,448,000)</b>	<b>\$982,000</b>
<b>Beginning Fund Balance:</b>	<b>\$1,492,525</b>	<b>\$2,716,557</b>	<b>\$0</b>	<b>\$2,605,500</b>		<b>\$2,605,500</b>	<b>\$0</b>	<b>\$24,118</b>		<b>\$24,118</b>
<b>Ending Fund Balance:</b>	<b>\$2,716,557</b>	<b>\$2,605,500</b>	<b>\$0</b>	<b>\$24,118</b>		<b>\$24,118</b>	<b>\$0</b>	<b>\$24,118</b>		<b>\$24,118</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 302 TRANSPORTATION CAPITAL PROJECT</b>										
<i>REVENUES:</i>										
Motor Vehicle Excise Tax	338,774	285,676	344,330	344,330	-	344,330	330,560	330,560	-	330,560
State Transportation Package - Multi-Modal Distribution	82,162	81,341	80,440	80,440	-	80,440	79,240	79,240	-	79,240
State Transportation Package - Increased Gas Tax (MVET)	71,893	71,174	70,235	70,235	-	70,235	69,635	69,635	-	69,635
Traffic Mitigation Fees	103,505	-	-	-	-	-	-	-	-	-
Pavement Degradation Fees	52,741	28,135	-	-	-	-	-	-	-	-
Grants	1,421,106	2,192,897	4,786,400	8,480,468	14,250	8,494,718	4,859,598	4,859,598	1,539,000	6,398,598
Contributions from Utilities/Developers/Partners	179,351	150,126	150,302	150,302	1,149,683	1,299,985	-	-	-	-
LID Financing	-	922,757	-	-	-	-	-	-	-	-
Proceeds from Sale of Asset/Street Vacation	200,000	65,203	-	-	-	-	-	-	-	-
Interest/Other	136,879	57,861	-	-	-	-	-	-	-	-
GO Bond Proceeds	8,055,905	3,029,885	6,600,000	6,600,000	-	6,600,000	-	-	-	-
Transfer In - Fund 001 General	983,797	512,000	700,000	700,000	-	700,000	432,965	432,965	-	432,965
Transfer In - Fund 102 REET	1,304,031	1,100,950	679,295	818,295	-	818,295	-	624,200	173,000	797,200
Transfer In - Fund 103 TBD	923,000	247,457	-	-	-	-	640,000	640,000	-	640,000
Transfer In - Fund 190 CDBG	486,445	8,056	-	294,960	-	294,960	-	-	-	-
Transfer In - Fund 401 SWM	788,275	492,901	1,575,000	4,316,155	-	4,316,155	3,000,000	3,000,000	-	3,000,000
<b>Total Revenues</b>	<b>\$15,127,864</b>	<b>\$9,246,420</b>	<b>\$14,986,002</b>	<b>\$21,855,185</b>	<b>\$1,163,933</b>	<b>\$23,019,118</b>	<b>\$9,411,998</b>	<b>\$10,036,198</b>	<b>\$1,712,000</b>	<b>\$11,748,198</b>
<i>EXPENDITURES:</i>										
Capital Projects	7,256,185	14,571,364	15,732,002	26,253,222	1,163,933	27,417,155	9,411,998	9,711,998	1,712,000	11,423,998
Debt Issue Cost	55,881	19,500	-	-	-	-	-	-	-	-
Transfer Out - Fund 301 Parks CIP	5,087	-	-	-	-	-	-	-	-	-
Transfer Out - Fund 201 GO Bond Debt Service	-	17,730	-	-	-	-	-	-	-	-
Transfer Out - Fund 401 SWM	-	241,840	-	-	-	-	-	-	-	-
Intefund Loan Repayment	-	880,204	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$7,317,153</b>	<b>\$15,730,638</b>	<b>\$15,732,002</b>	<b>\$26,253,222</b>	<b>\$1,163,933</b>	<b>\$27,417,155</b>	<b>\$9,411,998</b>	<b>\$9,711,998</b>	<b>\$1,712,000</b>	<b>\$11,423,998</b>
<b>Beginning Fund Balance:</b>	<b>\$3,543,426</b>	<b>\$11,354,136</b>	<b>\$927,246</b>	<b>\$4,869,918</b>		<b>\$4,869,918</b>	<b>\$181,246</b>	<b>\$471,881</b>		<b>\$471,881</b>
<b>Ending Fund Balance:</b>	<b>\$11,354,136</b>	<b>\$4,869,918</b>	<b>\$181,246</b>	<b>\$471,881</b>		<b>\$471,881</b>	<b>\$181,246</b>	<b>\$796,081</b>		<b>\$796,081</b>



	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 303 REAL ESTATE EXCISE TAX</b>										
<i>REVENUES:</i>										
Real Estate Excise Tax	2,994,634	3,643,117	1,800,000	1,800,000	1,700,000	3,500,000	1,800,000	1,800,000	-	1,800,000
Interest Earnings	7,380	2,413	-	-	-	-	-	-	-	-
Transfer In - Fund 301 Parks CIP	-	100,000	-	-	-	-	-	-	-	-
<b>Total Revenue</b>	<b>\$3,002,014</b>	<b>\$3,745,530</b>	<b>\$1,800,000</b>	<b>\$1,800,000</b>	<b>\$1,700,000</b>	<b>\$3,500,000</b>	<b>\$1,800,000</b>	<b>\$1,800,000</b>	<b>\$0</b>	<b>\$1,800,000</b>
<i>EXPENDITURES:</i>										
Transfer Out - Fund 201 GO Bond Debt Service	164,000	535,296	1,240,900	1,240,900	-	1,240,900	1,242,400	1,242,400	-	1,242,400
Transfer Out - Fund 301 Parks CIP	1,443,130	519,589	158,000	158,000	-	158,000	624,500	624,500	-	624,500
Transfer Out - Fund 302 Transportation CIP	1,304,031	1,219,403	679,295	818,295	-	818,295	-	624,200	173,000	797,200
<b>Total Expenditures</b>	<b>\$2,911,161</b>	<b>\$2,274,288</b>	<b>\$2,078,195</b>	<b>\$2,217,195</b>	<b>\$0</b>	<b>\$2,217,195</b>	<b>\$1,866,900</b>	<b>\$2,491,100</b>	<b>\$173,000</b>	<b>\$2,664,100</b>
<b>Beginning Fund Balance:</b>	<b>\$709,416</b>	<b>\$800,269</b>	<b>\$540,095</b>	<b>\$2,271,510</b>		<b>\$2,271,510</b>	<b>\$261,900</b>	<b>\$1,854,315</b>		<b>\$3,554,315</b>
<b>Ending Fund Balance:</b>	<b>\$800,270</b>	<b>\$2,271,510</b>	<b>\$261,900</b>	<b>\$1,854,315</b>		<b>\$3,554,315</b>	<b>\$195,000</b>	<b>\$1,163,215</b>		<b>\$2,690,215</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 311 SEWER CAPITAL PROJECT</b>										
<i>REVENUES:</i>										
Grants	450,000	-	-	75,000	-	75,000	-	-	-	-
Sewer Availability Charge	245,401	297,919	165,000	165,000	418,760	583,760	200,000	200,000	185,020	385,020
Interest Earnings	18,382	5,381	-	-	-	-	-	-	-	-
Proceeds from Lien	1,474	1,543	-	-	-	-	-	-	-	-
Transfer In Fund 001 General	-	27,000	-	-	-	-	-	-	-	-
Transfer In From Fund 401 Surface Water Mgmt	-	8,000	-	-	-	-	-	-	-	-
Transfer In Fund 204 Sewer Debt (Sewer Surcharge 4.75%)	987,000	55,000	190,000	190,000	-	190,000	50,000	50,000	-	50,000
Transfer In Fund 312 Sanitary Sewer Connection Capital	815,483	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$2,517,741</b>	<b>\$394,844</b>	<b>\$355,000</b>	<b>\$430,000</b>	<b>\$418,760</b>	<b>\$848,760</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$185,020</b>	<b>\$435,020</b>
<i>EXPENDITURES:</i>										
Capital/Administration	1,390,145	108,745	795,000	1,743,461	-	1,743,461	130,000	130,000	-	130,000
<b>Total Expenditures</b>	<b>\$1,390,145</b>	<b>\$108,745</b>	<b>\$795,000</b>	<b>\$1,743,461</b>	<b>\$0</b>	<b>\$1,743,461</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$0</b>	<b>\$130,000</b>
<b>Beginning Fund Balance:</b>	<b>\$118,225</b>	<b>\$1,245,820</b>	<b>\$465,586</b>	<b>\$1,531,919</b>		<b>\$1,531,919</b>	<b>\$25,586</b>	<b>\$218,458</b>		<b>\$637,218</b>
<b>Ending Fund Balance:</b>	<b>\$1,245,820</b>	<b>\$1,531,919</b>	<b>\$25,586</b>	<b>\$218,458</b>		<b>\$637,218</b>	<b>\$145,586</b>	<b>\$338,458</b>		<b>\$942,238</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 401 SURFACE WATER MANAGEMENT</b>										
<i>REVENUES:</i>										
Storm Drainage Fees & Charges	4,256,773	4,480,680	4,351,500	4,351,500	50,000	4,401,500	4,466,400	4,466,400	50,000	4,516,400
Site Development Permit Fee	46,968	74,816	50,000	50,000	-	50,000	50,000	50,000	-	50,000
Interest Earnings & Misc	79,984	22,701	15,600	15,600	-	15,600	15,600	15,600	-	15,600
<b>Subtotal Operating Revenues</b>	<b>\$4,383,724</b>	<b>\$4,578,197</b>	<b>\$4,417,100</b>	<b>\$4,417,100</b>	<b>\$50,000</b>	<b>\$4,467,100</b>	<b>\$4,532,000</b>	<b>\$4,532,000</b>	<b>\$50,000</b>	<b>\$4,582,000</b>
<i>EXPENDITURES:</i>										
Engineering Services	1,431,957	1,430,305	1,860,808	1,861,215	24,731	1,885,946	1,912,690	1,913,098	8,009	1,921,107
Operations & Maintenance	810,393	623,702	961,416	961,416	-	961,416	965,501	965,501	-	965,501
Revenue Bonds - Debt Service (15-Year Life, 4%)	-	-	126,000	126,000	-	126,000	501,000	501,000	-	501,000
Transfer to Fund 001 General Admin Support	284,700	284,700	284,700	284,700	-	284,700	284,700	284,700	-	284,700
<b>Subtotal Operating Expenditures</b>	<b>\$2,527,049</b>	<b>\$2,338,707</b>	<b>\$3,232,924</b>	<b>\$3,233,331</b>	<b>\$24,731</b>	<b>\$3,258,062</b>	<b>\$3,663,891</b>	<b>\$3,664,299</b>	<b>\$8,009</b>	<b>\$3,672,308</b>
<b>OPERATING INCOME (LOSS)</b>	<b>\$1,856,675</b>	<b>\$2,239,490</b>	<b>\$1,184,176</b>	<b>\$1,183,769</b>		<b>\$1,209,038</b>	<b>\$868,109</b>	<b>\$867,701</b>		<b>\$909,692</b>
<i>OTHER FINANCING SOURCES:</i>										
Grants/Contributions	-	120,168	-	3,435	-	3,435	-	-	-	-
American Lake Management District	119,313	32,337	33,285	33,285	-	33,285	33,476	33,476	-	33,476
Flood Control Opportunity Fund	-	300,202	-	-	-	-	-	-	-	-
Revenue Bonds - Bond Proceeds	-	-	1,000,000	1,000,000	-	1,000,000	3,000,000	3,000,000	-	3,000,000
Transfer In From Fund 302 Transportation Capital	-	241,840	-	-	-	-	-	-	-	-
<b>Subtotal Other Financing Sources</b>	<b>\$119,313</b>	<b>\$694,546</b>	<b>\$1,033,285</b>	<b>\$1,036,720</b>	<b>\$0</b>	<b>\$1,036,720</b>	<b>\$3,033,476</b>	<b>\$3,033,476</b>	<b>\$0</b>	<b>\$3,033,476</b>
<i>OTHER FINANCING USES:</i>										
Capital/1-Time	225,438	903,821	231,665	689,548	(33,174)	656,374	906,270	906,270	(350,000)	556,270
American Lake Management District	124,619	14,584	29,886	61,121	-	61,121	30,464	30,464	-	30,464
Transfer to Fund 301 Parks CIP	133,958	-	-	206,277	-	206,277	-	-	-	-
Transfer to Fund 302 Transportation Capital	785,855	492,901	1,575,000	4,316,155	-	4,316,155	3,000,000	3,000,000	-	3,000,000
Transfer To Fund 311 Sewer Capital	-	8,000	-	-	-	-	-	-	-	-
<b>Subtotal Other Financing Uses</b>	<b>\$1,269,870</b>	<b>\$1,419,305</b>	<b>\$1,836,551</b>	<b>\$5,273,101</b>	<b>(\$33,174)</b>	<b>\$5,239,927</b>	<b>\$3,936,734</b>	<b>\$3,936,734</b>	<b>(\$350,000)</b>	<b>\$3,586,734</b>
<b>Total Revenues and Other Sources</b>	<b>\$4,503,037</b>	<b>\$5,272,743</b>	<b>\$5,450,385</b>	<b>\$5,453,820</b>	<b>\$50,000</b>	<b>\$5,503,820</b>	<b>\$7,565,476</b>	<b>\$7,565,476</b>	<b>\$50,000</b>	<b>\$7,615,476</b>
<b>Total Expenditures and other Uses</b>	<b>\$3,796,920</b>	<b>\$3,758,013</b>	<b>\$5,069,475</b>	<b>\$8,506,432</b>	<b>(\$8,443)</b>	<b>\$8,497,989</b>	<b>\$7,600,625</b>	<b>\$7,601,033</b>	<b>(\$341,991)</b>	<b>\$7,259,042</b>
<b>Beginning Fund Balance:</b>	<b>\$3,600,172</b>	<b>\$4,306,289</b>	<b>\$1,500,405</b>	<b>\$5,821,019</b>		<b>\$5,821,019</b>	<b>\$1,881,315</b>	<b>\$2,768,407</b>		<b>\$2,826,850</b>
<b>Ending Fund Balance:</b>	<b>\$4,306,289</b>	<b>\$5,821,019</b>	<b>\$1,881,315</b>	<b>\$2,768,407</b>		<b>\$2,826,850</b>	<b>\$1,846,166</b>	<b>\$2,732,850</b>		<b>\$3,183,284</b>
Ending Fund Balance as a % of Operating Rev/Exp	98.2%	127.1%	42.6%	62.7%		63.3%	40.7%	60.3%		69.5%
33% Operating Reserves (of operating expenditures)	\$833,926	\$771,773	\$1,066,865	\$1,066,999		\$1,075,160	\$1,209,084	\$1,209,219		\$1,211,862
1% Capital Reserves	\$458,330	\$453,795	\$490,130	\$490,130		\$489,730	\$529,130	\$529,130		\$525,630
American Lake Management District	\$16,571	\$31,237	\$31,549	\$314		\$314	\$31,547	\$31,547		\$31,547
Unreserved / (Shortfall):	\$2,997,462	\$4,564,214	\$292,771	\$1,210,964		\$1,261,646	\$76,404	\$962,954		\$1,414,246

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 501 FLEET &amp; EQUIPMENT</b>										
<i>OPERATING REVENUES:</i>										
M&O Revenue	763,367	617,408	740,720	740,720	-	740,720	740,720	740,720	-	740,720
Interest Earnings	71,013	19,472	15,000	15,000	-	15,000	15,000	15,000	-	15,000
<b>Total Revenues</b>	<b>\$834,380</b>	<b>\$636,880</b>	<b>\$755,720</b>	<b>\$755,720</b>	<b>\$0</b>	<b>\$755,720</b>	<b>\$755,720</b>	<b>\$755,720</b>	<b>\$0</b>	<b>\$755,720</b>
<i>OPERATING EXPENDITURES:</i>										
Fuel/Gasoline	323,206	255,476	424,150	424,150	-	424,150	424,150	424,150	-	424,150
Other Supplies	18,655	11,720	3,990	3,990	-	3,990	3,990	3,990	-	3,990
Repairs & Maintenance	499,389	380,884	327,580	327,580	-	327,580	327,580	327,580	-	327,580
Other Services & Charges	6,468	516	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$847,719</b>	<b>\$648,597</b>	<b>\$755,720</b>	<b>\$755,720</b>	<b>\$0</b>	<b>\$755,720</b>	<b>\$755,720</b>	<b>\$755,720</b>	<b>\$0</b>	<b>\$755,720</b>
<b>Operating Revenue Over/(Under) Expenditures</b>	<b>(\$13,339)</b>	<b>(\$11,716)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<i>OTHER FINANCING SOURCES:</i>										
Interfund Loan (Fund 302 LID Interim Financing)	-	880,204	-	-	-	-	-	-	-	-
Replacement Reserves Collections	805,481	-	-	-	907,987	907,987	-	-	-	-
Capital Contribution	-	25,807	-	24,900	95,000	119,900	-	-	-	-
Proceeds From Sale of Assets	13,339	11,716	-	-	-	-	-	-	-	-
Transfer In From Fund 504 Risk Management	81,184	64,851	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<b>\$900,004</b>	<b>\$982,578</b>	<b>\$0</b>	<b>\$24,900</b>	<b>\$1,002,987</b>	<b>\$1,027,887</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<i>OTHER FINANCING USES:</i>										
Fleet & Equipment New & Replacement	941,993	490,005	484,000	687,552	148,500	836,052	252,000	252,000	-	252,000
<b>Total Other Financing Uses</b>	<b>\$941,993</b>	<b>\$490,005</b>	<b>\$484,000</b>	<b>\$687,552</b>	<b>\$148,500</b>	<b>\$836,052</b>	<b>\$252,000</b>	<b>\$252,000</b>	<b>\$0</b>	<b>\$252,000</b>
<b>Total Revenues</b>	<b>\$1,734,384</b>	<b>\$1,619,459</b>	<b>\$755,720</b>	<b>\$780,620</b>	<b>\$1,002,987</b>	<b>\$1,783,607</b>	<b>\$755,720</b>	<b>\$755,720</b>	<b>\$0</b>	<b>\$755,720</b>
<b>Total Expenditures</b>	<b>\$1,789,712</b>	<b>\$1,138,602</b>	<b>\$1,239,720</b>	<b>\$1,443,272</b>	<b>\$148,500</b>	<b>\$1,591,772</b>	<b>\$1,007,720</b>	<b>\$1,007,720</b>	<b>\$0</b>	<b>\$1,007,720</b>
<b>Beginning Fund Balance:</b>	<b>\$3,835,778</b>	<b>\$3,780,451</b>	<b>\$3,940,779</b>	<b>\$4,261,308</b>	<b>\$0</b>	<b>\$4,261,308</b>	<b>\$3,456,779</b>	<b>\$3,598,656</b>	<b>\$0</b>	<b>\$4,453,143</b>
<b>Ending Fund Balance:</b>	<b>\$3,780,451</b>	<b>\$4,261,308</b>	<b>\$3,456,779</b>	<b>\$3,598,656</b>	<b>\$0</b>	<b>\$4,453,143</b>	<b>\$3,204,779</b>	<b>\$3,346,656</b>	<b>\$0</b>	<b>\$4,201,143</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 502 PROPERTY MANAGEMENT</b>										
<i>OPERATING REVENUES:</i>										
M&O Revenue	683,461	702,611	695,603	695,603	-	695,603	698,917	698,917	-	698,917
Interest Earnings	14,728	2,278	-	-	-	-	-	-	-	-
<b>Total Operating Revenues</b>	<b>\$ 698,189</b>	<b>\$ 704,888</b>	<b>\$ 695,603</b>	<b>\$ 695,603</b>	<b>\$ -</b>	<b>\$ 695,603</b>	<b>\$ 698,917</b>	<b>\$ 698,917</b>	<b>\$ -</b>	<b>\$ 698,917</b>
<i>OPERATING EXPENDITURES:</i>										
City Hall Facility	369,872	374,899	381,034	381,034	-	381,034	383,354	383,354	-	383,354
Police Station	266,905	275,469	245,052	245,052	-	245,052	245,881	245,881	-	245,881
Parking Facilities/Light Rail	61,413	54,521	69,517	69,517	-	69,517	69,682	69,682	-	69,682
<b>Total Operating Expenditures</b>	<b>\$ 698,189</b>	<b>\$ 704,888</b>	<b>\$ 695,603</b>	<b>\$ 695,603</b>	<b>\$ -</b>	<b>\$ 695,603</b>	<b>\$ 698,917</b>	<b>\$ 698,917</b>	<b>\$ -</b>	<b>\$ 698,917</b>
<b>Operating Revenue Over/(Under) Expenditures</b>	<b>\$ (0)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<i>OTHER FINANCING SOURCES:</i>										
Replacement Reserve Collections / Other 1-Time	100,000	156,178	-	40,000	86,500	126,500	100,000	100,000	-	100,000
<b>Total Other Financing Sources</b>	<b>\$ 100,000</b>	<b>\$ 156,178</b>	<b>\$ -</b>	<b>\$ 40,000</b>	<b>\$ 86,500</b>	<b>\$ 126,500</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>
<i>OTHER FINANCING USES:</i>										
Capital/1-Time/6-Year Property Management Plan	157,082	7,934	230,000	355,000	86,500	441,500	5,000	5,000	-	5,000
<b>Total Other Financing Uses</b>	<b>\$ 157,082</b>	<b>\$ 7,934</b>	<b>\$ 230,000</b>	<b>\$ 355,000</b>	<b>\$ 86,500</b>	<b>\$ 441,500</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ 5,000</b>
<b>Total Revenues</b>	<b>\$ 798,188</b>	<b>\$ 861,066</b>	<b>\$ 695,603</b>	<b>\$ 735,603</b>	<b>\$ 86,500</b>	<b>\$ 822,103</b>	<b>\$ 798,917</b>	<b>\$ 798,917</b>	<b>\$ -</b>	<b>\$ 798,917</b>
<b>Total Expenditures</b>	<b>\$ 855,271</b>	<b>\$ 712,823</b>	<b>\$ 925,603</b>	<b>\$ 1,050,603</b>	<b>\$ 86,500</b>	<b>\$ 1,137,103</b>	<b>\$ 703,917</b>	<b>\$ 703,917</b>	<b>\$ -</b>	<b>\$ 703,917</b>
<b>Beginning Fund Balance:</b>	<b>\$493,139</b>	<b>\$436,057</b>	<b>\$389,124</b>	<b>\$584,300</b>	<b>\$0</b>	<b>\$584,300</b>	<b>\$159,124</b>	<b>\$269,300</b>	<b>\$0</b>	<b>\$269,300</b>
<b>Ending Fund Balance:</b>	<b>\$436,057</b>	<b>\$584,300</b>	<b>\$159,124</b>	<b>\$269,300</b>	<b>\$0</b>	<b>\$269,300</b>	<b>\$254,124</b>	<b>\$364,300</b>	<b>\$0</b>	<b>\$364,300</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 503 INFORMATION TECHNOLOGY</b>										
<i>REVENUES:</i>										
M&O Revenue	1,202,671	1,337,482	1,891,129	1,891,129	42,500	1,933,629	1,952,033	1,952,033	97,800	2,049,833
Misc/Interest/Other	2,201	2,826	-	-	-	-	-	-	-	-
<b>Total Operating Revenues</b>	<b>\$ 1,204,872</b>	<b>\$ 1,340,308</b>	<b>\$ 1,891,129</b>	<b>\$ 1,891,129</b>	<b>\$ 42,500</b>	<b>\$ 1,933,629</b>	<b>\$ 1,952,033</b>	<b>\$ 1,952,033</b>	<b>\$ 97,800</b>	<b>\$ 2,049,833</b>
<i>EXPENDITURES:</i>										
Personnel	562,728	524,535	588,699	588,699	-	588,699	601,193	601,193	-	601,193
Supplies	40,330	60,796	179,520	179,520	-	179,520	179,520	179,520	-	179,520
Services & Charges	601,814	754,976	1,122,910	1,122,910	-	1,122,910	1,171,320	1,171,320	-	1,171,320
6-Year IT Strategic Plan/IS Expenses to be Allocated	-	-	-	-	42,500	42,500	-	-	97,800	97,800
<b>Total Operating Expenditures</b>	<b>\$1,204,872</b>	<b>\$1,340,308</b>	<b>\$1,891,129</b>	<b>\$1,891,129</b>	<b>\$42,500</b>	<b>\$1,933,629</b>	<b>\$1,952,033</b>	<b>\$1,952,033</b>	<b>\$97,800</b>	<b>\$2,049,833</b>
<b>Operating Revenue Over/(Under) Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<i>OTHER FINANCING SOURCES:</i>										
Replacement Reserve Collection	48,678	66,845	-	-	-	-	66,756	66,756	-	66,756
Capital Contrib & Other 1-Time /6-Year Strategic Plan	593,944	305,350	168,750	525,655	260,500	786,155	158,750	158,750	-	158,750
<b>Total Other Financing Sources</b>	<b>\$642,622</b>	<b>\$372,195</b>	<b>\$168,750</b>	<b>\$525,655</b>	<b>\$260,500</b>	<b>\$786,155</b>	<b>\$225,506</b>	<b>\$225,506</b>	<b>\$0</b>	<b>\$225,506</b>
<i>OTHER FINANCING USES:</i>										
One-Time/Capital	593,944	305,350	168,750	525,655	260,500	786,155	158,750	158,750	-	158,750
<b>Total Other Financing Uses</b>	<b>\$593,944</b>	<b>\$305,350</b>	<b>\$168,750</b>	<b>\$525,655</b>	<b>\$260,500</b>	<b>\$786,155</b>	<b>\$158,750</b>	<b>\$158,750</b>	<b>\$0</b>	<b>\$158,750</b>
<b>Total Revenues</b>	<b>\$1,847,494</b>	<b>\$1,712,503</b>	<b>\$2,059,879</b>	<b>\$2,416,784</b>	<b>\$303,000</b>	<b>\$2,719,784</b>	<b>\$2,177,539</b>	<b>\$2,177,539</b>	<b>\$97,800</b>	<b>\$2,275,339</b>
<b>Total Expenditures</b>	<b>\$1,798,816</b>	<b>\$1,645,658</b>	<b>\$2,059,879</b>	<b>\$2,416,784</b>	<b>\$303,000</b>	<b>\$2,719,784</b>	<b>\$2,110,783</b>	<b>\$2,110,783</b>	<b>\$97,800</b>	<b>\$2,208,583</b>
<b>Beginning Fund Balance:</b>	<b>\$90,000</b>	<b>\$138,678</b>	<b>\$205,522</b>	<b>\$205,522</b>	<b>\$0</b>	<b>\$205,522</b>	<b>\$205,522</b>	<b>\$205,522</b>	<b>\$0</b>	<b>\$205,522</b>
<b>Ending Fund Balance:</b>	<b>\$138,678</b>	<b>\$205,523</b>	<b>\$205,522</b>	<b>\$205,522</b>	<b>\$0</b>	<b>\$205,522</b>	<b>\$272,278</b>	<b>\$272,278</b>	<b>\$0</b>	<b>\$272,278</b>

	2019 Annual Actual	2020 Annual Actual	2021 Original Budget	2021 Current Revised	Proposed Mid-Bien Adjust	2021 Proposed Revised	2022 Original	2022 Current Revised	Proposed Mid-Bien Adjust	2022 Proposed Revised
<b>FUND 504 RISK MANAGEMENT</b>										
<i>REVENUES:</i>										
M&O Revenue	1,561,705	1,289,027	1,396,480	1,406,350	-	1,406,350	1,396,480	1,406,350	96,100	1,502,450
AWC Retro Refund	-	128,938	-	-	-	-	-	-	-	-
Insurance Proceeds/3rd Party Recoveries	285,680	371,383	200,000	200,000	-	200,000	200,000	200,000	-	200,000
<b>Total Revenues</b>	<b>\$1,847,386</b>	<b>\$1,789,348</b>	<b>\$1,596,480</b>	<b>\$1,606,350</b>	<b>\$0</b>	<b>\$1,606,350</b>	<b>\$1,596,480</b>	<b>\$1,606,350</b>	<b>\$96,100</b>	<b>\$1,702,450</b>
<i>EXPENDITURES:</i>										
Safety Program	2,782	2,474	3,980	3,980	-	3,980	3,980	3,980	-	3,980
AWC Retro Program	35,792	37,356	37,500	37,500	-	37,500	37,500	37,500	-	37,500
WCIA Assessment	1,411,230	1,438,931	1,355,000	1,364,870	-	1,364,870	1,355,000	1,364,870	96,100	1,460,970
Claims/Judgments & Settlements	316,397	245,735	200,000	200,000	-	200,000	200,000	200,000	-	200,000
<b>Total Expenditures</b>	<b>\$1,766,202</b>	<b>\$1,724,497</b>	<b>\$1,596,480</b>	<b>\$1,606,350</b>	<b>\$0</b>	<b>\$1,606,350</b>	<b>\$1,596,480</b>	<b>\$1,606,350</b>	<b>\$96,100</b>	<b>\$1,702,450</b>
<i>OTHER FINANCING SOURCES:</i>										
Capital Contribution/1-Time M&O	-	-	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<i>OTHER FINANCING USES:</i>										
Transfer To Fund 501 Fleet & Equipment	81,184	64,851	-	-	-	-	-	-	-	-
<b>Total Other Financing Uses</b>	<b>\$81,184</b>	<b>\$64,851</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Revenues</b>	<b>\$1,847,386</b>	<b>\$1,789,348</b>	<b>\$1,596,480</b>	<b>\$1,606,350</b>	<b>\$0</b>	<b>\$1,606,350</b>	<b>\$1,596,480</b>	<b>\$1,606,350</b>	<b>\$96,100</b>	<b>\$1,702,450</b>
<b>Total Expenditures</b>	<b>\$1,847,386</b>	<b>\$1,789,348</b>	<b>\$1,596,480</b>	<b>\$1,606,350</b>	<b>\$0</b>	<b>\$1,606,350</b>	<b>\$1,596,480</b>	<b>\$1,606,350</b>	<b>\$96,100</b>	<b>\$1,702,450</b>
<b>Beginning Fund Balance:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Ending Fund Balance:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

ORDINANCE NO.

AN ORDINANCE of the City Council of the City of Lakewood, Washington, adopting the 2021/2022 Biennial Budget.

WHEREAS, the tax estimates and budget for the City of Lakewood, Washington, for the 2021/2022 fiscal biennium have been prepared and filed on October 5, 2020 as provided by Titles 35A.34 and 84.55 of the Revised Code of Washington; and

WHEREAS, the budget was printed for distribution and notice published in the official paper of the City of Lakewood setting the time and place for hearing on the budget and said notice stating copies of the budget can be obtained on-line and at the Office of the City Clerk; and

WHEREAS, the City Council of the City of Lakewood having held a public hearing on November 2, 2020, and having considered the public testimony presented; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance No. 746 on November 16, 2020 implementing the 2021/2022 Biennial Budget; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 754 on May 17, 2021 implementing the 2020 Carry Forward Budget Adjustment;

WHEREAS, the City Council of the City of Lakewood finds it necessary to revise the 2021/2022 Biennial Budget to: revise the estimated beginning balances to reflect the final 2020 ending fund balance; incorporate items previously approved by the City Council; appropriate projects funded by grants and contributions; continue capital projects; and include new allocations.

WHEREAS, the City Council of the City of Lakewood having held a public hearing on the 2021/2022 Mid-Biennium Budget Adjustment on November 1, 2021.

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

Section 1. Budget Amendment. The budget for the 2021/2022 biennium, as set forth in Ordinance 754, Section 1 and as shown in Exhibits A (Current Revised Budget by Fund – Year 2021) and Exhibit B (Current Revised Budget by Fund – Year 2022), is amended to adopt the revised budget for the 2021/2022 biennium in the amounts and for the purposes as shown on Exhibits C (Revised Budget by Fund – Year 2021) and D (Revised Budget by Fund – Year 2022).

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance or its application to any other person, property or circumstance.

Section 3. Copies of the Budget to Be Filed. A complete copy of the final budget as adopted herein shall be transmitted to the Office of the State Auditor, the Association of Washington Cities and to the

Municipal Research and Services Center of Washington. Copies of the final budget as adopted herein shall be filed with the City Clerk and shall be made available for use by the public.

Section 4. Effective Date. This Ordinance shall be in full force and effect for the fiscal years 2021 and 2022 five (5) days after publication as required by law.

ADOPTED by the City Council this 15<sup>th</sup> day of November, 2021.

CITY OF LAKEWOOD

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

Attest:

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

Approved as to Form:

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



**EXHIBIT A**  
**CURRENT REVISED BUDGET BY FUND - YEAR 2021**  
Per Ordinance 754 Adopted May 17, 2021

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>9,145,661</b>	<b>12,917,784</b>	<b>22,063,445</b>	<b>48,449,854</b>	<b>12,007,895</b>	<b>60,457,749</b>	<b>48,838,381</b>	<b>16,757,669</b>	<b>65,596,050</b>	<b>16,925,143</b>
001 General	\$ 5,767,631	\$ 7,805,491	\$ 13,573,122	\$ 38,400,491	\$ 283,662	\$ 38,684,153	\$ 39,363,968	\$ 1,861,922	\$ 41,225,890	\$ 11,031,385
101 Street	-	-	-	2,343,813	76,356	2,420,169	2,343,813	76,356	2,420,169	-
102 Real Estate Excise Tax	540,095	1,731,415	2,271,510	1,800,000	-	1,800,000	2,078,195	139,000	2,217,195	1,854,315
103 Transportation Benefit District	640,000	47,753	687,753	835,000	-	835,000	-	-	-	1,522,753
104 Hotel/Motel Lodging Tax Fund	1,247,353	411,680	1,659,033	800,000	-	800,000	672,250	140,941	813,191	1,645,842
105 Property Abatement/RHSP/1406	-	658,414	658,414	470,000	24,287	494,287	470,000	682,701	1,152,701	-
106 Public Art	-	135,500	135,500	7,500	22,500	30,000	7,500	158,000	165,500	-
180 Narcotics Seizure	120,000	106,196	226,196	-	-	-	120,000	106,196	226,196	-
181 Felony Seizure	-	47,837	47,837	-	-	-	-	47,837	47,837	-
182 Federal Seizure	120,000	40,906	160,906	-	-	-	120,000	40,906	160,906	-
190 CDBG	-	1,381,724	1,381,724	595,000	3,733,614	4,328,614	595,000	5,115,338	5,710,338	-
191 Neighborhood Stabilization Prog	-	255,114	255,114	78,000	(36,000)	42,000	78,000	219,114	297,114	-
192 OEA Grant/SSMCP	-	18,017	18,017	227,500	7,517,728	7,745,228	227,500	7,535,573	7,763,073	172
195 Public Safety Grants	-	-	-	132,328	385,748	518,076	132,328	385,748	518,076	-
201 GO Bond Debt Service	-	-	-	1,690,821	-	1,690,821	1,690,821	-	1,690,821	-
202 LID Debt Service	-	248,038	248,038	268,920	-	268,920	268,920	248,038	516,958	-
204 Sewer Project Debt	578,288	29,025	607,313	800,481	-	800,481	670,086	-	670,086	737,708
251 LID Guaranty	132,294	674	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>1,392,832</b>	<b>7,614,504</b>	<b>9,007,336</b>	<b>15,911,002</b>	<b>10,142,700</b>	<b>26,053,702</b>	<b>17,097,002</b>	<b>17,249,580</b>	<b>34,346,582</b>	<b>714,456</b>
301 Parks CIP	-	2,605,500	2,605,500	570,000	3,198,517	3,768,517	570,000	5,779,899	6,349,899	24,118
302 Transportation CIP	927,246	3,942,672	4,869,918	14,986,002	6,869,183	21,855,185	15,732,002	10,521,220	26,253,222	471,881
311 Sewer Project CIP	465,586	1,066,332	1,531,918	355,000	75,000	430,000	795,000	948,461	1,743,461	218,457
<b>Enterprise Fund:</b>	<b>1,500,405</b>	<b>4,320,613</b>	<b>5,821,018</b>	<b>5,450,385</b>	<b>3,435</b>	<b>5,453,820</b>	<b>5,069,475</b>	<b>3,436,957</b>	<b>8,506,432</b>	<b>2,768,406</b>
401 Surface Water Management	1,500,405	4,320,613	5,821,018	5,450,385	3,435	5,453,820	5,069,475	3,436,957	8,506,432	2,768,406
<b>Internal Service Funds:</b>	<b>4,535,425</b>	<b>515,705</b>	<b>5,051,130</b>	<b>5,107,682</b>	<b>431,675</b>	<b>5,539,357</b>	<b>5,821,682</b>	<b>695,327</b>	<b>6,517,009</b>	<b>4,073,478</b>
501 Fleet & Equipment	3,940,779	320,528	4,261,307	755,720	24,900	780,620	1,239,720	203,552	1,443,272	3,598,655
502 Property Management	389,124	195,176	584,300	695,603	40,000	735,603	925,603	125,000	1,050,603	269,300
503 Information Technology	205,522	1	205,523	2,059,879	356,905	2,416,784	2,059,879	356,905	2,416,784	205,523
504 Risk Management	-	-	-	1,596,480	9,870	1,606,350	1,596,480	9,870	1,606,350	-
<b>Total All Funds</b>	<b>16,574,323</b>	<b>\$ 25,368,606</b>	<b>\$41,942,929</b>	<b>\$ 74,918,923</b>	<b>\$ 22,585,705</b>	<b>\$97,504,628</b>	<b>\$ 76,826,540</b>	<b>\$ 38,139,533</b>	<b>\$114,966,073</b>	<b>\$ 24,481,484</b>

**EXHIBIT B**  
**CURRENT REVISED BUDGET BY FUND - YEAR 2022**  
Per Ordinance 754 Adopted May 17, 2021

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>\$ 8,757,134</b>	<b>\$ 8,168,009</b>	<b>\$ 16,925,143</b>	<b>\$ 50,452,982</b>	<b>\$ 896</b>	<b>\$ 50,453,878</b>	<b>\$ 49,594,172</b>	<b>\$ 1,080,616</b>	<b>\$ 50,674,788</b>	<b>\$ 16,704,233</b>
001 General	4,804,154	6,227,231	11,031,385	40,226,201	-	40,226,201	40,094,292	363,359	40,457,651	10,799,935
101 Street	-	-	-	2,398,483	896	2,399,379	2,398,483	896	2,399,379	-
102 Real Estate Excise Tax	261,900	1,592,415	1,854,315	1,800,000	-	1,800,000	1,866,900	624,200	2,491,100	1,163,215
103 Transportation Benefit District	1,475,000	47,753	1,522,753	835,000	-	835,000	640,000	-	640,000	1,717,753
104 Hotel/Motel Lodging Tax Fund	1,375,103	270,739	1,645,842	1,000,000	-	1,000,000	800,000	-	800,000	1,845,842
105 Property Abatement/RHSP/1406	-	-	-	409,500	-	409,500	409,500	-	409,500	-
106 Public Art	-	-	-	15,000	-	15,000	15,000	-	15,000	-
180 Narcotics Seizure	-	-	-	-	-	-	-	-	-	-
181 Felony Seizure	-	-	-	-	-	-	-	-	-	-
182 Federal Seizure	-	-	-	-	-	-	-	-	-	-
190 CDBG	-	-	-	595,000	-	595,000	595,000	-	595,000	-
191 Neighborhood Stabilization Prog	-	-	-	42,000	-	42,000	42,000	-	42,000	-
192 OEA Grant/SSMCP	-	172	172	227,500	-	227,500	227,500	-	227,500	172
195 Public Safety Grants	-	-	-	132,328	-	132,328	132,328	-	132,328	-
201 GO Bond Debt Service	-	-	-	1,689,938	-	1,689,938	1,689,938	-	1,689,938	-
202 LID Debt Service	-	-	-	247,774	-	247,774	155,613	92,161	247,774	-
204 Sewer Project Debt	708,683	29,025	737,708	834,258	-	834,258	527,618	-	527,618	1,044,348
251 LID Guaranty	132,294	674	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>\$ 206,832</b>	<b>\$ 507,624</b>	<b>\$ 714,456</b>	<b>\$ 13,016,998</b>	<b>\$ 699,200</b>	<b>\$ 13,716,198</b>	<b>\$ 12,896,998</b>	<b>\$ 375,000</b>	<b>\$ 13,271,998</b>	<b>\$ 1,158,656</b>
301 Parks CIP	-	24,118	24,118	3,355,000	75,000	3,430,000	3,355,000	75,000	3,430,000	24,118
302 Transportation CIP	181,246	290,635	471,881	9,411,998	624,200	10,036,198	9,411,998	300,000	9,711,998	796,081
311 Sewer Project CIP	25,586	192,871	218,457	250,000	-	250,000	130,000	-	130,000	338,457
<b>Enterprise Fund:</b>	<b>\$ 1,881,316</b>	<b>\$ 887,091</b>	<b>\$ 2,768,407</b>	<b>\$ 7,565,476</b>	<b>\$ -</b>	<b>\$ 7,565,476</b>	<b>\$ 7,600,625</b>	<b>\$ 407</b>	<b>\$ 7,601,032</b>	<b>\$ 2,732,851</b>
401 Surface Water Management	1,881,316	887,091	2,768,407	7,565,476	-	7,565,476	7,600,625	407	7,601,032	2,732,851
<b>Internal Service Funds:</b>	<b>\$ 3,821,425</b>	<b>\$ 252,053</b>	<b>\$ 4,073,478</b>	<b>\$ 5,328,656</b>	<b>\$ 9,870</b>	<b>\$ 5,338,526</b>	<b>\$ 5,418,900</b>	<b>\$ 9,870</b>	<b>\$ 5,428,770</b>	<b>\$ 3,983,234</b>
501 Fleet & Equipment	3,456,779	141,876	3,598,655	755,720	-	755,720	1,007,720	-	1,007,720	3,346,655
502 Property Management	159,124	110,176	269,300	798,917	-	798,917	703,917	-	703,917	364,300
503 Information Technology	205,522	1	205,523	2,177,539	-	2,177,539	2,110,783	-	2,110,783	272,279
504 Risk Management	-	-	-	1,596,480	9,870	1,606,350	1,596,480	9,870	1,606,350	-
<b>Total All Funds</b>	<b>14,666,707</b>	<b>\$ 9,814,777</b>	<b>\$24,481,484</b>	<b>\$ 76,364,112</b>	<b>\$ 709,966</b>	<b>\$77,074,078</b>	<b>\$ 75,510,695</b>	<b>\$ 1,465,893</b>	<b>\$76,976,588</b>	<b>\$ 24,578,974</b>

**EXHIBIT C**  
**PROPOSED REVISED BUDGET BY FUND - YEAR 2021**

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>19,791,935</b>	<b>157,680</b>	<b>19,949,615</b>	<b>58,657,749</b>	<b>4,910,761</b>	<b>63,568,510</b>	<b>63,378,855</b>	<b>5,946,973</b>	<b>69,325,828</b>	<b>14,192,297</b>
001 General	\$ 13,573,122	\$ 157,680	\$ 13,730,802	\$ 38,684,153	\$ 2,906,288	\$ 41,590,442	\$ 41,225,890	\$ 4,263,124	\$ 45,489,014	\$ 9,832,230
101 Street	-	-	-	2,420,169	95,304	2,515,473	2,420,169	95,304	2,515,473	-
103 Transportation Benefit District	687,753	-	687,753	835,000	-	835,000	-	-	-	1,522,753
104 Hotel/Motel Lodging Tax Fund	1,659,033	-	1,659,033	800,000	200,000	1,000,000	813,191	-	813,191	1,845,842
105 Property Abatement/RHSP/1406	658,414	-	658,414	494,287	75,300	569,587	1,152,701	75,300	1,228,001	-
106 Public Art	135,500	-	135,500	30,000	-	30,000	165,500	-	165,500	-
180 Narcotics Seizure	226,196	-	226,196	-	14,500	14,500	226,196	14,500	240,696	-
181 Felony Seizure	47,837	-	47,837	-	-	-	47,837	-	47,837	-
182 Federal Seizure	160,906	-	160,906	-	-	-	160,906	-	160,906	-
190 CDBG	1,381,724	-	1,381,724	4,328,614	36,294	4,364,908	5,710,338	36,294	5,746,632	-
191 Neighborhood Stabilization Prog	255,114	-	255,114	42,000	-	42,000	297,114	-	297,114	-
192 SSMCP	18,017	-	18,017	7,745,228	1,400,000	9,145,228	7,763,073	1,400,000	9,163,073	172
195 Public Safety Grants	-	-	-	518,076	197,405	715,481	518,076	197,405	715,481	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	-	-	1,690,821	-	1,690,821	1,690,821	-	1,690,821	-
202 LID Debt Service	248,038	-	248,038	268,920	(14,330)	254,590	516,958	(134,954)	382,004	120,624
204 Sewer Project Debt	607,313	-	607,313	800,481	-	800,481	670,086	-	670,086	737,708
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>11,278,846</b>	<b>-</b>	<b>11,278,846</b>	<b>27,853,702</b>	<b>10,174,883</b>	<b>38,028,585</b>	<b>36,563,777</b>	<b>8,056,123</b>	<b>44,619,900</b>	<b>4,687,531</b>
301 Parks CIP	2,605,500	-	2,605,500	3,768,517	6,892,190	10,660,707	6,349,899	6,892,190	13,242,089	24,118
302 Transportation CIP	4,869,918	-	4,869,918	21,855,185	1,163,933	23,019,118	26,253,222	1,163,933	27,417,155	471,881
303 Real Estate Excise Tax	2,271,510	-	2,271,510	1,800,000	1,700,000	3,500,000	2,217,195	-	2,217,195	3,554,315
311 Sewer Project CIP	1,531,918	-	1,531,918	430,000	418,760	848,760	1,743,461	-	1,743,461	637,217
<b>Enterprise Fund:</b>	<b>5,821,018</b>	<b>-</b>	<b>5,821,018</b>	<b>5,453,820</b>	<b>50,000</b>	<b>5,503,820</b>	<b>8,506,432</b>	<b>(8,443)</b>	<b>8,497,989</b>	<b>2,826,849</b>
401 Surface Water Management	5,821,018	-	5,821,018	5,453,820	50,000	5,503,820	8,506,432	(8,443)	8,497,989	2,826,849
<b>Internal Service Funds:</b>	<b>5,051,130</b>	<b>-</b>	<b>5,051,130</b>	<b>5,539,357</b>	<b>1,392,487</b>	<b>6,931,844</b>	<b>6,517,009</b>	<b>538,000</b>	<b>7,055,009</b>	<b>4,927,965</b>
501 Fleet & Equipment	4,261,307	-	4,261,307	780,620	1,002,987	1,783,607	1,443,272	148,500	1,591,772	4,453,142
502 Property Management	584,300	-	584,300	735,603	86,500	822,103	1,050,603	86,500	1,137,103	269,300
503 Information Technology	205,523	-	205,523	2,416,784	303,000	2,719,784	2,416,784	303,000	2,719,784	205,523
504 Risk Management	-	-	-	1,606,350	-	1,606,350	1,606,350	-	1,606,350	-
<b>Total All Funds</b>	<b>41,942,929</b>	<b>\$ 157,680</b>	<b>\$42,100,609</b>	<b>\$ 97,504,628</b>	<b>\$ 16,528,131</b>	<b>\$114,032,760</b>	<b>\$ 114,966,073</b>	<b>\$ 14,532,653</b>	<b>\$129,498,726</b>	<b>\$ 26,634,642</b>

**EXHIBIT D  
PROPOSED REVISED BUDGET BY FUND -**

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>\$ 15,070,828</b>	<b>\$ (878,532)</b>	<b>\$14,192,297</b>	<b>\$ 48,653,878</b>	<b>\$ 908,952</b>	<b>\$49,562,830</b>	<b>\$ 48,183,688</b>	<b>\$ 1,926,938</b>	<b>\$50,110,626</b>	<b>\$ 13,644,501</b>
001 General	11,031,385	(1,199,156)	9,832,230	40,226,201	864,065	41,090,266	40,457,651	1,840,162	42,297,813	8,624,683
101 Street	-	-	-	2,399,379	16,720	2,416,099	2,399,379	16,720	2,416,099	(0)
103 Transportation Benefit District	1,522,753	-	1,522,753	835,000	-	835,000	640,000	-	640,000	1,717,753
104 Hotel/Motel Lodging Tax Fund	1,645,842	200,000	1,845,842	1,000,000	-	1,000,000	800,000	-	800,000	2,045,842
105 Property Abatement/RHSP/1406	-	-	-	409,500	300	409,800	409,500	300	409,800	-
106 Public Art	-	-	-	15,000	30,000	45,000	15,000	30,000	45,000	-
180 Narcotics Seizure	-	-	-	-	-	-	-	-	-	-
181 Felony Seizure	-	-	-	-	-	-	-	-	-	-
182 Federal Seizure	-	-	-	-	-	-	-	-	-	-
190 CDBG	-	-	-	595,000	-	595,000	595,000	-	595,000	-
191 Neighborhood Stabilization Prog	-	-	-	42,000	-	42,000	42,000	-	42,000	-
192 SSMCP	172	-	172	227,500	-	227,500	227,500	-	227,500	172
195 Public Safety Grants	-	-	-	132,328	-	132,328	132,328	-	132,328	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	-	-	1,689,938	-	1,689,938	1,689,938	-	1,689,938	-
202 LID Debt Service	-	120,624	120,624	247,774	(2,133)	245,641	247,774	39,756	287,530	78,735
204 Sewer Project Debt	737,708	-	737,708	834,258	-	834,258	527,618	-	527,618	1,044,348
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>\$ 2,568,771</b>	<b>\$ 2,118,760</b>	<b>\$ 4,687,531</b>	<b>\$ 15,516,198</b>	<b>\$ (550,980)</b>	<b>\$ 14,965,218</b>	<b>\$ 15,763,098</b>	<b>\$ (563,000)</b>	<b>\$ 15,200,098</b>	<b>\$ 4,452,651</b>
301 Parks CIP	24,118	-	24,118	3,430,000	(2,448,000)	982,000	3,430,000	(2,448,000)	982,000	24,118
302 Transportation CIP	471,881	-	471,881	10,036,198	1,712,000	11,748,198	9,711,998	1,712,000	11,423,998	796,081
303 Real Estate Excise Tax	1,854,315	1,700,000	3,554,315	1,800,000	-	1,800,000	2,491,100	173,000	2,664,100	2,690,215
311 Sewer Project CIP	218,457	418,760	637,217	250,000	185,020	435,020	130,000	-	130,000	942,237
<b>Enterprise Fund:</b>	<b>\$ 2,768,406</b>	<b>\$ 58,443</b>	<b>\$ 2,826,849</b>	<b>\$ 7,565,476</b>	<b>\$ 50,000</b>	<b>\$ 7,615,476</b>	<b>\$ 7,601,032</b>	<b>\$ (341,991)</b>	<b>\$ 7,259,041</b>	<b>\$ 3,183,284</b>
401 Surface Water Management	2,768,406	58,443	2,826,849	7,565,476	50,000	7,615,476	7,601,032	(341,991)	7,259,041	3,183,284
<b>Internal Service Funds:</b>	<b>\$ 4,073,478</b>	<b>\$ 854,487</b>	<b>\$ 4,927,965</b>	<b>\$ 5,338,526</b>	<b>\$ 193,900</b>	<b>\$ 5,532,426</b>	<b>\$ 5,428,770</b>	<b>\$ 193,900</b>	<b>\$ 5,622,670</b>	<b>\$ 4,837,721</b>
501 Fleet & Equipment	3,598,655	854,487	4,453,142	755,720	-	755,720	1,007,720	-	1,007,720	4,201,142
502 Property Management	269,300	-	269,300	798,917	-	798,917	703,917	-	703,917	364,300
503 Information Technology	205,523	-	205,523	2,177,539	97,800	2,275,339	2,110,783	97,800	2,208,583	272,279
504 Risk Management	-	-	-	1,606,350	96,100	1,702,450	1,606,350	96,100	1,702,450	-
<b>Total All Funds</b>	<b>24,481,483</b>	<b>\$ 2,153,158</b>	<b>\$26,634,642</b>	<b>\$ 77,074,078</b>	<b>\$ 601,872</b>	<b>\$77,675,950</b>	<b>\$ 76,976,588</b>	<b>\$ 1,215,847</b>	<b>\$78,192,435</b>	<b>\$ 26,118,157</b>

# LAKESWOOD CITY COUNCIL GOALS

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

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

- *Inspired by its own sense of history and progress;*
- *Known for its safe and attractive neighborhoods, vibrant downtown, active arts and cultural communities;*
- *Sustained by robust economic growth and job creation;*
- *Recognized for the excellence of its public and private schools, and its community and technical colleges;*
- *Characterized by the beauty of its lakes, parks and natural environment;*
- *Acknowledged for excellence in the delivery of municipal services;*
- *That actively cultivates, embraces, and continually strives to create a more inclusive community with the equitable delivery of City services; and*
- *Supportive of Joint Base Lewis McChord (JBLM), Camp Murray, service members and their families.*

The purpose of the City Council Goals is to direct our community toward positive change and serve as the policy direction for City government as well as the policy guide for developing and implementing the City's next two biennial budgets (2021-2022 and 2023-2024). Council goals guide the allocation of resources through the budget and capital improvement program to assure that organizational work plans and projects are developed and achieved that move the community forward.

Operational values improve and optimize the functional performance of the City to achieve the Goals and Objectives listed in this plan.

- **Regional Partnerships** – The City encourages and participates in regional approaches to service delivery to the extent that a regional model produces efficiencies and cost savings, and ultimately improves service to our community members.
- **Efficiency** – The City is committed to providing public services in the most efficient manner possible and maximizing the public's return on its investment. The City will concentrate efforts on data-driven decisions that optimize available resources.
- **Accountability** – The City is accountable to the community for the achievement of City goals. The City will identify meaningful metrics and determine a series of benchmarks to convey City efforts within goal areas. The City will track performances over the next four years, adjusting when necessary, to optimize services and efforts.
- **Proactive Focus** – The City proactively focuses on the entire condition of the City. The City will promote long-term financial and strategic planning backed by quantifiable data and analysis.

# ECONOMIC DEVELOPMENT

**GOAL: The City of Lakewood promotes and supports a dynamic and robust local economy.**

## **Objectives:**

### **I.1 Align economic goals and resources across departments.**

- A. Implement and continue to adjust the City's comprehensive economic development strategy to attract and preserve family and high wage jobs.
- B. Review and develop prudent business incentives that enhance economic development.
- C. Direct growth through sound planning. Update land use codes as necessary and continue to improve internal processes, including the implementation of new technologies.

### **I.2 Pursue infrastructure improvements vital to economic development and to bolster the City's competitiveness.**

- A. Implement catalyst projects that promote private investment, i.e., the Downtown Plan, Lakewood Station District Plan, and the development of the Woodbrook Business Park and Lakewood Landing.
- B. Improve underutilized commercial and mixed-use areas, e.g., the WSDOT facility, revise zoning regulations where appropriate and minimize nonconforming uses.
- C. Expand and improve utilities and community assets, such as sewers, libraries, parks, public spaces, etc.

### **I.3 Enhance and diversify housing stock and improve multi-generational community assets.**

- A. Improve and expand programs and policies to increase homeownership, diversify housing stock, and preserve existing housing to meet community needs.
- B. Continue to support youth and senior programming and expand community events.
- C. Support and preserve historical, cultural, and ecological places of significance.

### **I.4 Foster collaborative and advantageous partnerships with businesses, community members, non-profits, and regional partners.**

- A. Be a leader in local economic development, regional transportation and planning policies.
- B. Continue partnership with JBLM and Camp Murray to improve communication and connectivity, land use development, and transportation.
- C. Expand partnerships with the Chamber of Commerce, neighborhood groups and associations, and other civic groups.
- D. Develop an educated workforce through collaboration with local educational institutions to leverage collective resources and to enhance K-12 and higher education opportunities.

### **I.5 Promote and facilitate sustainable economic development.**

- A. Focus resources on business creation, attraction, retention, and expansion.
- B. Promote an entrepreneurial environment, encourage a balance of manufacturing, commercial, professional, and retail and service businesses.
- C. Continue to leverage and improve City assets, e.g., location, access, lakes, parks, civic engagement opportunities, transit options, cultural amenities, activity hubs, and utilities.

# DEPENDABLE INFRASTRUCTURE

**GOAL:** *The City of Lakewood provides safe, clean, well-maintained, and dependable infrastructure.*

## **Objectives:**

### **2.1 Implement capital infrastructure projects to improve transportation, park, utility systems.**

- A. Identify future transportation projects and determine advantageous and sustainable funding strategies. Update the comprehensive plan and six-year TIP when necessary.
- B. Construct a Downtown Park that serves as a catalyst for the Downtown area.
- C. Expand neighborhood and non-motorized transportation infrastructure improvements to increase accessibility and connectivity to roadways, parks, public spaces, and public buildings.
- D. Provide a quality and diverse park and recreation system making strategic additions when prudent.
- E. Implement innovative technology solutions to enhance accessibility, operations, and City services.
- F. Partner with community members and stakeholders to identify and implement infrastructure solutions.

### **2.2 Invest in preventative maintenance of facilities, parks, and streets to protect City assets.**

- A. Maintain infrastructure using best management practices to ensure it is reliable, safe, aesthetically pleasing, cost effective, and improves municipal services.

### **2.3 Advance infrastructure projects that enhance the City's identity and diversity.**

- A. Enhance and upgrade street amenities, public right-of-way, and wayfinding and reader board signage.
- B. Showcase art, culture, and history to enhance sense of place.

### **2.4 Increase connectivity and accessibility.**

- A. Leverage transit, multimodal infrastructure, and new technologies to improve accessibility in the City and with neighboring communities.
- B. Implement "complete streets" and non-motorized transportation projects that enable safe access for all users, and increases connectivity between neighborhoods, parks, and commercial areas. Update the Non-motorized Transportation Plan.
- C. Proactively pursue transportation safety solutions, including rail safety improvements.

# PUBLIC SAFETY

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

**Objectives:**

**3.1 Improve community safety and reduce crime through data driven processes.**

- A. Enhance law enforcement services through on-going training and new technologies.
- B. Promote crime prevention through environmental design (CPTED) principles.
- C. Develop, practice, update, and implement emergency management plans.

**3.2 Match perception of public safety with reality.**

- A. Promote advancements and achievements in public safety and the overall safety of the community.
- B. Provide streamlined and innovative public safety resources for residents, businesses, and visitors.

**3.3 Provide resources to support the health, welfare, and safety of the community.**

- A. Increase proactive abatement, code enforcement, and housing safety programs to eliminate blight and unsafe conditions.
- B. Encourage neighborhood association safety initiatives.
- C. Support creative criminal justice and alternative diversion programs.
- D. Take a proactive role in legislative advocacy in matters that impact public safety.
- E. Identify and implement new technologies and innovative programs that enhance municipal court services for the community and contract jurisdictions.

**3.4 Expand community outreach and educational programs.**

- A. Cultivate and sustain collaborative partnerships with law enforcement and community stakeholders to develop effective solutions, increase trust, and encourage mutual accountability.
- B. Continue to improve communication efforts with youth and underserved communities to remove barriers, increase trust, and provide opportunities for meaningful engagement.
- C. Emphasize crime prevention through public education.
- D. Use innovative approaches and partnerships to provide connections to services to individuals experiencing behavioral health incidents and/or homelessness.



# FISCAL RESPONSIBILITY

**GOAL: *The City of Lakewood maintains a strong fiscal position.***

**Objectives:**

**4.1 Provide efficient and effective municipal services.**

- A. Invest resources in core functions based on priorities.
- B. Continually analyze risk assumed by the City, adjust policies and programming if necessary.
- C. Monitor, refine, and respond to performance measures.

**4.2 Evaluate revenues and expenditures and respond to changing service needs.**

- A. Maintain and strategically use reserves in case of economic fluctuations, emergency needs, and to take advantage of emerging opportunities.
- B. Develop balanced biennial budgets consistent with adopted financial policies.
- C. Diversify revenue base and explore innovative funding sources.

**4.3 Make smart investments in people, places, and resources.**

- A. Continue to hire and cultivate top tier City personnel and strategically plan for future City leadership needs.
- B. Seek and promote diverse advisory groups.
- C. Continue to maintain “Well City” status.
- D. Continue to evaluate and implement strategic partnerships with other jurisdictions and entities for joint services when of benefit to the community.
- E. Continue to enhance cyber security measures to protect City systems.
- F. Effectively use American Rescue Plan Act funds to help the community recover from the COVID-19 pandemic.

# TRANSPARENCY

**GOAL: *The City of Lakewood communicates its goals, successes, and challenges to the community and serves as a leader and champion for the community.***

## **Objectives:**

### **5.1 Enhance communications with residents, businesses, and community stakeholders about City issues, projects, and services.**

- A. Create and implement a Communication Strategic Plan that prioritizes inclusivity, community engagement, meaningful civic participation, and enhances branding standards.
- B. Leverage new and existing communication methods and innovative partnerships to effectively build trust, disseminate information, and reduce barriers to access.
- C. Enhance city's image through positive mixed media campaigns and spotlights, planning tools, land use codes, code enforcement, and infrastructure improvements.
- D. Continuously enhance online and digital services.
- E. Regularly implement surveys that measure community priorities, satisfaction, and specific projects.

### **5.2 Advocate for Lakewood at all levels of government.**

- A. Continue to serve in a leadership capacity in national, regional, and local affairs.
- B. Develop annual legislative agenda and proactively engage with the county council, state legislature, and federal delegation.
- C. Improve awareness of JBLM's and Camp Murray's direct and indirect economic impacts on the city, region, county, and state.
- D. Advocate for increased public infrastructure funding for streets, non-motorized pathways, and parks and public spaces.
- E. Advocate for innovative solutions to lagging general fund growth, including: economic development programs to expand City revenues, such as including tax increment financing, and solutions to address unfunded mandates.

### **5.3 Strengthen connection and engagement with stakeholders, partners, and communities.**

- A. Expand meaningful, two-way communication and engagement opportunities with community stakeholders and regional partners.
- B. Support and collaboratively engage with neighborhood groups, civic associations, and non-profits.
- C. Support access to information on workforce development, healthcare, and local services.
- D. Strengthen relationship with local school districts, colleges, and other public entities.

# ROBUST & ACTIVE COMMUNITY

**GOAL:** *The City of Lakewood is a livable, resilient, and inclusive community that embraces and celebrates diversity and delivers equitable municipal services.*

**NOTE:** All Economic Development, Dependable Infrastructure, Public Safety, Fiscal Responsibility, and Transparency goals and objectives support the continued advancement of a robust and active community in Lakewood.

## **Objectives:**

### **6.1 Continue to improve the quality of life for all residents, businesses, and visitors.**

- A. Continue to partner with community-based organizations and partner entities to support the community's most vulnerable individuals and families.
- B. Support and encourage the physical, emotional, and behavioral health of those that live, work, and visit Lakewood.
- C. Develop, partner, and implement innovative strategies that foster a more livable, healthy, equitable, and resilient community.
- D. Enhance City-led community programming and events.

### **6.2 Continue to build and support an inclusive and equitable community that embraces, celebrates, and enhances diversity.**

- A. Develop a Diversity, Equity, and Inclusion Strategic Plan to identify and provide tools and solutions to equity gaps in processes, policies, plans, programs, and services offered by the City using data-driven approaches.
- B. Enhance and expand communication and outreach efforts to eliminate barriers to full civic engagement and participation, creating a more inclusive, connected, and active community.
- C. Continue to build diversity, equity, and inclusion competency in City leadership and across the organization.
- D. Facilitate relationships with external partners and community stakeholders to increase inclusion and equitable access to services in Lakewood and beyond.

### **6.3 Provide a range of amenities and events that attract residents, businesses, and visitors.**

- A. Celebrate, value and support the cultural diversity of the community through partnerships, public art, events and programs.
- B. Develop and expand events and activity hubs with a sense of place, dynamic user experiences, and a diversity of opportunities.
- C. Increase the connectivity of people and places throughout the community to cultivate a "neighborhood-feel" using infrastructure improvements, design standard enhancements, and recreational amenities and event offerings.

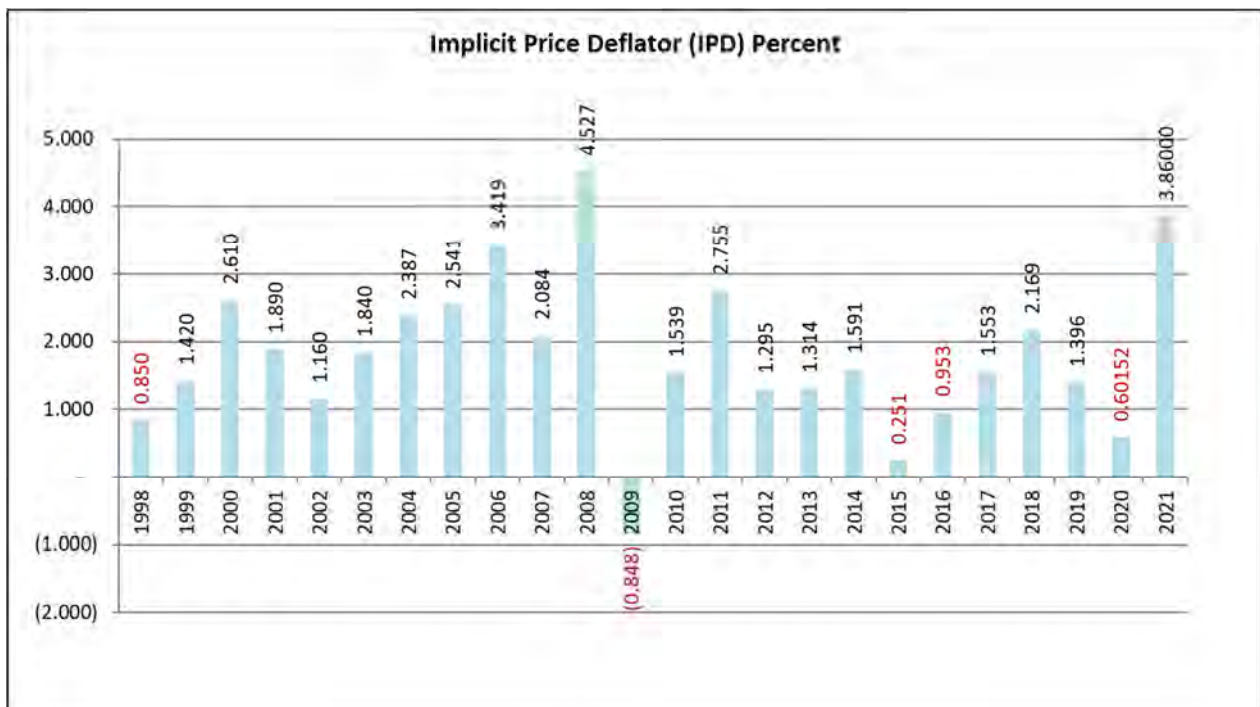


To: Mayor and City Councilmembers  
 From: Tho Kraus, Deputy City Manager  
 Through: John J. Caulfield, City Manager  
 Date: November 1, 2021  
 Subject: Public Hearing - 2022 Property Tax Levy

**INTRODUCTION**

Washington state law requires cities to hold a public hearing on possible increases in the property tax revenues to be held prior to the time the city levies the taxes. The hearing must be held in November in order to provide the County with the information by November 30. A public hearing has been scheduled for November 1 for this purpose. Adoption of the property tax levy ordinance is also scheduled for November 15.

Per state statute, the City is authorized to increase its property tax annually up the lesser of Implicit Price Deflator (IPD) or one percent (1%). The IPD for 2020-2021 as of September 25, 2021 is 3.860% which means the City can take the full 1% levy increase in 2022 without the City Council adopting a declaration of substantial need. The September 25 data release is the final release on or before the September 25 statutory deadline in RCW 84.55.005



**ANALYSIS**

The following tables below provides a summary comparison of assessed value, city levy rate and city property tax levy and detailed calculation used for the City’s property tax levy amounts being considered for collection in 2022.

	2021	2022 Estimate 1% Increase	Change	
			\$	%
Assessed Value	\$8,111,198,629	\$9,391,307,985	\$1,280,109,356	15.8%
City Levy Rate	\$0.9139	\$0.8098	-\$0.1041	-11.4%
City Property Tax Levy *	\$7,413,102	\$7,605,010	\$191,908	2.6%

*\* The City Property Tax Levy increase of 2.6% includes the 1% increase plus new construction, administrative refunds and increase in state-assessed property. The increase in state-assessed property for 2022 is estimated based on 2021’s actual, which is \$1,030.*

According to the Pierce County Assessor-Treasurer’s office, the City’s total assessed value for 2022 property tax collection is estimated to be \$9,391,307,985, which represents a 15.8% or \$1,280,109,356 increase from the City’s total assessed value for 2021 property tax collection of \$8,111,198,629.

Tax Calculation Factor	Tax Levy
Base Levy Amount (Highest Lawful Regular Tax)	\$7,404,752
1% Increase	\$74,048
New Construction Estimate	\$117,025
Administrative Refunds	\$8,156
<b>Subtotal</b>	<b>\$7,603,980</b>
Increase from State-Assessed Property 2022 estimate is based on 2021 actual.	\$1,030
<b>Total Preliminary 2022 Levy</b>	<b>\$7,605,010</b>
<b>2021 Preliminary Assessed Value for 2022 Levy</b>	<b>\$9,391,307,985</b>
<b>2022 Preliminary Levy Rate (Assumes 1% Increase)</b>	<b>\$0.8098</b>
<b>Levy Rate Calculation:</b>	
2022 Preliminary Assessed Value	\$9,391,307,985
Divide by \$1,000	\$1,000
2021 AV Per \$1,000	\$9,391,308
2022 Preliminary Levy	\$7,605,010
Divide by 2021 AV Per \$1,000	\$9,391,308
2022 Preliminary Levy Rate per \$1,000 (Assumes 1% Increase)	\$0.8098

The table below illustrates the impact of no increase and 1% increase to the average homeowner. The 2021 assessed valuation of the average single family residential home for 2022 property tax collection of \$378,948 increased \$65,233 or 17.2% to \$444,181.

	2021 1% Increase	2022 Est No Increase	Change from 2021		2022 Est 1% Increase	Change from 2021	
			\$	%		\$	%
AV Average Home	\$378,948	\$444,181	\$65,233	17.2%	\$444,181	\$65,233	17.2%
City Levy Rate	\$0.9139	\$0.8019	-\$0.1120	-12.3%	\$0.8098	-\$0.1041	-11.4%
City Property Tax Paid	\$346.33	\$356.19	\$9.86	2.8%	\$359.69	\$13.36	3.9%
Property tax paid by average homeowner with 1% increase compared to No increase =						\$3.50	

- Compared to 2021, under the no increase scenario, the property tax levy rate of \$0.8019 results in an additional \$9.86 property tax paid to the City, which is an increase of 2.8%.
- Compared to 2021, applying the 1% increase property tax levy rate of \$0.8098 results in an additional \$13.36 property tax paid to the City, which is an increase of 3.9%.
  - The additional property tax paid by the average homeowner with a 1% increase compared to 0% increase is \$3.50.

#### CITY COUNCIL OPTIONS & CONSIDERATIONS

The options the City Council may take regarding the 2022 property tax levy are:

- Option 1: Levy the property taxes without any increase.
- Option 2: Increase the property tax levy by 1% commensurate with the 2021/2022 biennial budget estimates. - RECOMMENDED

The City's 2022 proposed revised budget includes an annual property tax increase of 1% as authorized by state statute. A 1% increase in property tax levy generates \$74,048 in additional revenue for city services, or an additional charge of \$3.50 annually per average homeowner compared to 0% increase.

The preliminary 2022 property tax revenue estimate is \$7,605,010 and is based on the preliminary figures provided by Pierce County.

Since 2006, the City has enacted the 1% increase as authorized by state statute. The cumulative impact of not taking the 1% increase in 2020 over the 6-year period (2022 – 2027) is approximately \$444,000.

The details of options 1 and 2 are provided below.

			<b>RECOMMENDED</b>
<b>Factors</b>	<b>2021 Max Per Statute 1%</b>	<b>2022 - Option 1 No Increase 0%</b>	<b>2022 - Option 2 Max Per Statute 1%</b>
Base Levy Amount (Highest Lawful Regular Tax)	\$7,255,259	\$7,404,752	\$7,404,752
Increase	\$72,553	\$0	\$74,048
New Construction Estimate	\$75,911	\$117,025	\$117,025
Administrative Refunds	\$8,350	\$8,156	\$8,156
Increase from State-Assessed Property 2022 estimate is based on 2021 actual.	\$1,030	\$1,030	\$1,030
<b>Total Property Tax Levy</b>	<b>\$7,413,102</b>	<b>\$7,530,963</b>	<b>\$7,605,010</b>
Total Property Tax Levy % Increase from Base Levy Amount	2.18%	1.70%	2.70%
Assessed Value	\$8,111,198,629	\$9,391,307,985	\$9,391,307,985
Levy Rate Per \$1,000 AV	\$0.9139	\$0.8019	\$0.8098
City Tax Paid by Average Home Owner Average Home Value for 2021 Property Tax = \$378,948 Average Home Value for 2022 Property Tax = \$444,181	\$346.33	\$356.19	\$359.69
City Tax Paid by Average Home Owner, Change from 2021 - \$	n/a	\$9.86	\$13.36
City Tax Paid by Average Home Owner, Change from 2021 - %	n/a	2.8%	3.9%

## **NEXT STEPS**

- Adoption on November 15, 2021

The City will have the opportunity to modify its levy certification in December once final information is provided by Pierce County.

## **ATTACHMENTS**

- Additional Information – Administrative Refunds
- Additional Information – State Assessed Property
- Taxable Values – Commercial & Residential Taxable Values and Levy Rates
- New Construction & Added Improvements
- Pierce County Assessor-Treasurer Preliminary 2021 Assessed Values
- Pierce County Assessor-Treasurer Preliminary Highest Lawful Levy Limit 2021 for 2022
- Draft 2022 Property Tax Levy Ordinance

## ADDITIONAL INFORMATION – ADMINISTRATIVE REFUNDS

Administrative refunds are taxes that had been levied in previous years on properties that have had their taxes abated or cancelled. The following is an outline defining administrative refunds and what they consist of – there are 16 of them:

1. Paid more than once.
2. Paid as a result of manifest error in description.
3. Paid as a result of a clerical error in extending the tax rolls.
4. Paid as a result of other clerical errors in listing property.
5. Paid with respect to improvements which did not exist on assessment date.
6. Paid under levies or statutes adjudicated to be illegal or unconstitutional.
7. Paid as a result of mistake, inadvertence, or lack of knowledge by any person exempted or partially exempted from paying real property taxes.
8. Paid or overpaid as a result of mistake, inadvertence, or lack of knowledge by either a public official or employee or by any person paying the same with respect to real property in which the person paying the same has no legal interest.
9. Paid on the basis of an assessed valuation which was appealed to the county board of equalization and ordered reduced by the board.
10. Paid on the basis of an assessed valuation which was appealed to the state board of tax appeals and ordered reduced by the board. PROVIDED, That the amount refunded under subsections (9) and (10) shall only be for the difference between the tax paid on the basis of the appealed valuation and the tax payable on the valuation adjusted in accordance with the board's order.
11. Paid as a state property tax levied upon property, the assessed value of which has been established by the state board of tax appeals for the year of such levy: PROVIDED, HOWEVER, That the amount refunded shall only be for the difference between the state property tax paid and the amount of state property tax that would, when added to all other property taxes within the 1 percent limitation of the state constitution equal 1 percent of the assessed value established by the board.
12. Paid on the basis of an assessed valuation which was adjudicated to be unlawful or excessive: PROVIDED, that the amount refunded shall be for the difference between the amount of tax payable on the basis of the assessed valuation determined as a result of the preceding.
13. Paid on property acquired under a tax lien. (RCW 84.69.020)
14. Paid on the basis of an assessed valuation that was reduced under RCW 84.48.065.
15. Paid on the basis of an assessed valuation that was reduced under RCW 84.40.039.
16. Abated under RCW 84.70.010



## **ADDITIONAL INFORMATION – STATE ASSESSED PROPERTY**

Utility and transportation companies that are defined in RCW 84.12 whose operations are in more than one county or state are assessed by the Department of Revenues' (DOR) Property Tax Division. These companies include airlines, railroads, electric companies who produce or distribute electricity on the retail or wholesale market, gas pipeline companies who distribute or sell gas on the retail or wholesale market, and telecommunications companies including landline local and long distance phone and wireless companies. Telecommunications also includes cable companies who have assets in Washington that are used for providing telephone service in more than one county or state. In addition to these companies, DOR also assessed private railcars. These private railcars are most often owned by companies who are not a railroad that pay the railroad companies to transport their cars from place to place, including chemical companies, grain import and export companies, and several companies who are in the business to lease railcars to railroads and others.

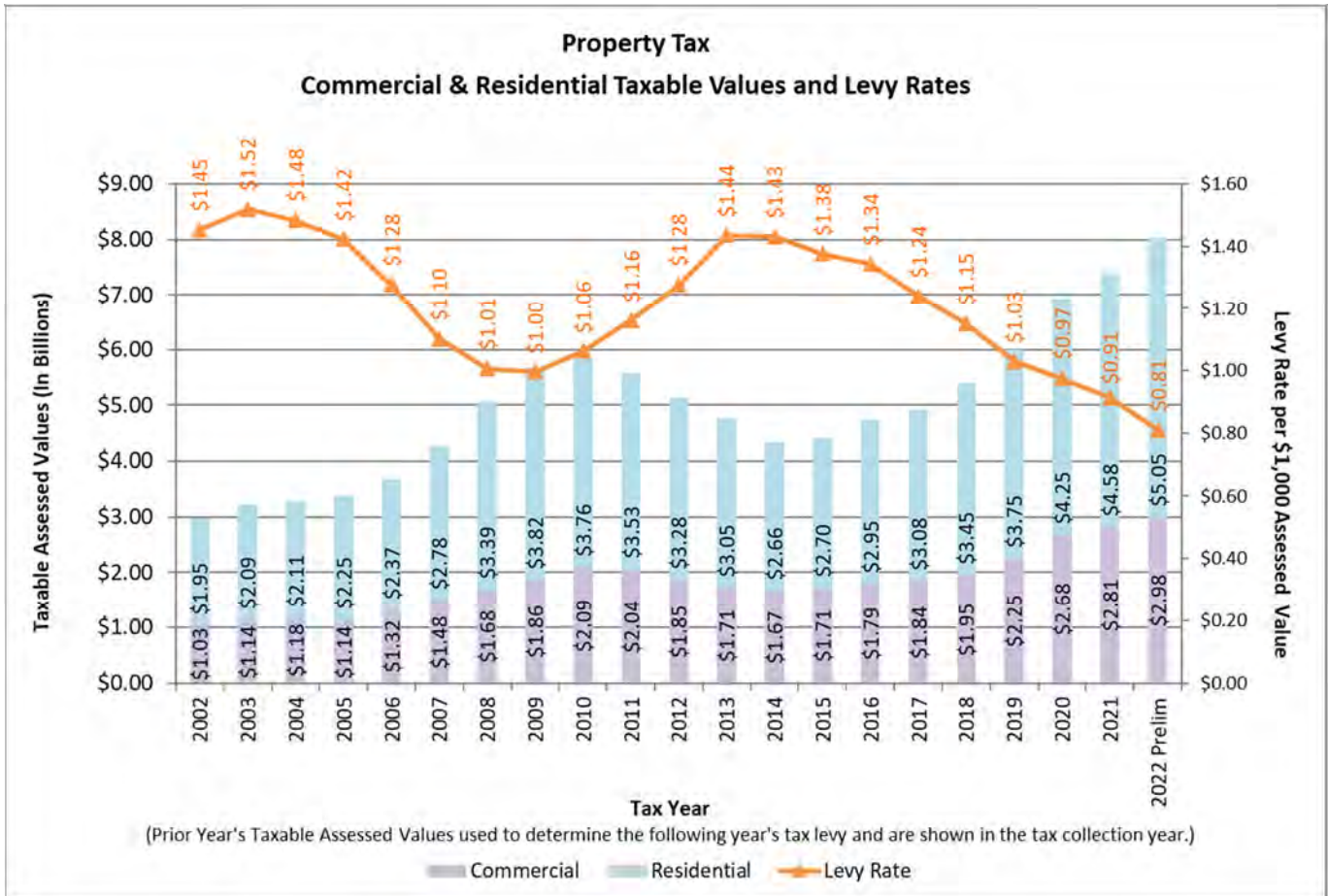
The appraised value of state assessed property is, by law, valued at 100% of market value. State, and in part, federal law require state assessed utilities be valued at the same level of assessment as other property in the same taxing jurisdiction. As a result, it is an equalized value of state assessed utilities that is allocated (apportioned) to all the taxing districts in the state; this includes real and personal property. The real and personal property ratio of each county is applied to the respective real and personal property appraised value of each company that is state assessed, and those values are apportioned to each county by tax code area (TCA).

Utility property appraisal is based on the unit method, property is valued as one thing. As a result, there is no specific value determined for any specific asset that makes up the operating unit. Hence, apportioned value does not directly relate to the value of assets in the TCA to which the assets value has been set. Apportionment is a process of assigning value based on certain metrics which generally consist of historical or original cost, length and size of pipes, miles of rail, etc., tied to the actual location of company assets. If one percent of a company's historical cost, length of pipe, or miles of main railroad track, then 1% is apportioned to all the TCAs in which the company has assets.

**TAXABLE VALUES – COMMERCIAL & RESIDENTIAL TAXABLE VALUES AND LEVY RATES**

Year	Taxable Values (In Billions)										
	Commercial		Residential		Total	Change From Prior Year					
	\$	%	\$	%		Commercial \$	Commercial %	Residential \$	Residential %	Total \$	Total %
2002	\$1.03	35%	\$1.95	65%	\$2.98	\$0.06	5.6%	\$0.14	7.5%	\$0.19	6.8%
2003	\$1.14	35%	\$2.09	65%	\$3.23	\$0.10	10.1%	\$0.14	7.1%	\$0.24	8.2%
2004	\$1.18	36%	\$2.11	64%	\$3.28	\$0.04	3.3%	\$0.02	0.9%	\$0.06	1.7%
2005	\$1.14	34%	\$2.25	66%	\$3.38	(\$0.04)	-3.1%	\$0.14	6.5%	\$0.10	3.1%
2006	\$1.32	36%	\$2.37	64%	\$3.69	\$0.18	15.6%	\$0.13	5.6%	\$0.30	9.0%
2007	\$1.48	35%	\$2.78	65%	\$4.27	\$0.17	12.8%	\$0.41	17.3%	\$0.58	15.7%
2008	\$1.68	33%	\$3.39	67%	\$5.07	\$0.19	12.9%	\$0.61	21.9%	\$0.80	18.8%
2009	\$1.86	33%	\$3.82	67%	\$5.67	\$0.18	10.7%	\$0.42	12.5%	\$0.60	11.9%
2010	\$2.09	36%	\$3.76	64%	\$5.85	\$0.23	12.5%	(\$0.06)	-1.5%	\$0.18	3.1%
2011	\$2.04	37%	\$3.53	63%	\$5.57	(\$0.05)	-2.2%	(\$0.23)	-6.2%	(\$0.28)	-4.8%
2012	\$1.85	36%	\$3.28	64%	\$5.13	(\$0.19)	-9.3%	(\$0.25)	-7.1%	(\$0.44)	-7.9%
2013	\$1.71	36%	\$3.05	64%	\$4.77	(\$0.14)	-7.5%	(\$0.22)	-6.8%	(\$0.36)	-7.1%
2014	\$1.67	39%	\$2.66	61%	\$4.33	(\$0.05)	-2.7%	(\$0.39)	-12.8%	(\$0.44)	-9.2%
2015	\$1.71	39%	\$2.70	61%	\$4.41	\$0.04	2.7%	\$0.03	1.2%	\$0.08	1.8%
2016	\$1.79	38%	\$2.95	62%	\$4.74	\$0.08	4.8%	\$0.25	9.4%	\$0.33	7.6%
2017	\$1.84	37%	\$3.08	63%	\$4.93	\$0.05	2.7%	\$0.14	4.6%	\$0.18	3.9%
2018	\$1.95	36%	\$3.45	64%	\$5.40	\$0.11	5.8%	\$0.36	11.8%	\$0.47	9.5%
2019	\$2.25	37%	\$3.75	63%	\$6.00	\$0.30	15.4%	\$0.31	8.9%	\$0.61	11.2%
2020	\$2.68	39%	\$4.25	61%	\$6.93	\$0.43	19.1%	\$0.50	13.3%	\$0.93	15.4%
2021	\$2.81	38%	\$4.58	62%	\$7.39	\$0.13	4.9%	\$0.33	7.7%	\$0.46	6.6%
2022 Prelim	\$2.98	37%	\$5.05	63%	\$8.03	\$0.17	6.1%	\$0.47	10.3%	\$0.64	8.7%

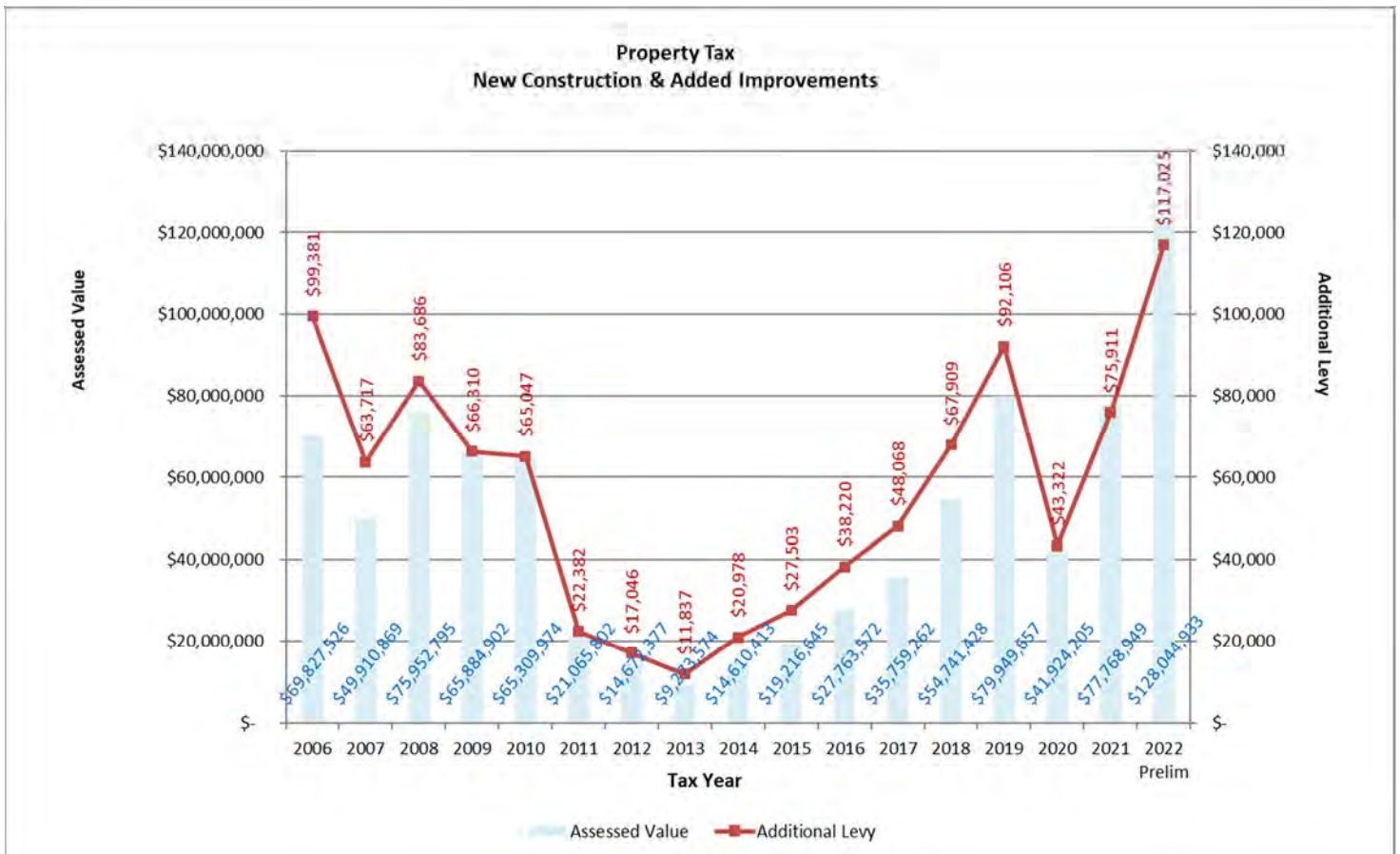
Taxable values are from the prior year which are used to determine the following year's levy rate and are shown in the applicable tax collection year. Values listed above continue to be adjusted after the certification of value due to exemptions, board of equalization actions, destroyed property, etc.



### NEW CONSTRUCTION & ADDED IMPROVEMENTS

New Construction & Added Improvement						
Tax Year	Taxable Value*	Additional Levy	Change From Prior Year			
			Assessed Value		Additional Levy	
			\$	%	\$	%
2006	\$ 69,827,526	\$ 99,381	n/a	n/a	n/a	n/a
2007	\$ 49,910,869	\$ 63,717	\$ (19,916,657)	-28.5%	\$ (35,664)	-35.9%
2008	\$ 75,952,795	\$ 83,686	\$ 26,041,926	52.2%	\$ 19,969	31.3%
2009	\$ 65,884,902	\$ 66,310	\$ (10,067,893)	-13.3%	\$ (17,377)	-20.8%
2010	\$ 65,309,974	\$ 65,047	\$ (574,928)	-0.9%	\$ (1,263)	-1.9%
2011	\$ 21,065,802	\$ 22,382	\$ (44,244,172)	-67.7%	\$ (42,665)	-65.6%
2012	\$ 14,672,377	\$ 17,046	\$ (6,393,425)	-30.3%	\$ (5,335)	-23.8%
2013	\$ 9,273,574	\$ 11,837	\$ (5,398,803)	-36.8%	\$ (5,209)	-30.6%
2014	\$ 14,610,413	\$ 20,978	\$ 5,336,839	57.5%	\$ 9,141	77.2%
2015	\$ 19,216,645	\$ 27,503	\$ 4,606,232	31.5%	\$ 6,526	31.1%
2016	\$ 27,763,572	\$ 38,220	\$ 8,546,927	44.5%	\$ 10,717	39.0%
2017	\$ 35,759,262	\$ 48,068	\$ 7,995,690	28.8%	\$ 9,848	25.8%
2018	\$ 54,741,428	\$ 67,909	\$ 18,982,166	53.1%	\$ 19,841	41.3%
2019	\$ 79,949,657	\$ 92,106	\$ 25,208,229	46.0%	\$ 24,197	35.6%
2020	\$ 41,924,205	\$ 43,322	\$ (38,025,452)	-47.6%	\$ (48,784)	-53.0%
2021	\$ 77,768,949	\$ 75,911	\$ 35,844,744	85.5%	\$ 32,589	75.2%
2022 Prelim	\$ 128,044,933	\$ 117,025	\$ 50,275,984	64.6%	\$ 41,114	54.2%

\* County assessors are authorized to place any property that increased in value due to new construction on the assessment rolls up to August 31<sup>st</sup> of each year at the true and fair value as of July 31<sup>st</sup> of that year.





**Pierce County**  
**Mike Lonergan, Assessor-Treasurer**

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 www.piercecountywa.org/atr

September 13, 2021

OFFICIAL NOTIFICATION TO: LAKESWOOD

RE: 2021 PRELIMINARY ASSESSED VALUES

**FOR REGULAR LEVY**

Total Taxable Regular Value	9,391,307,985
Highest lawful regular levy amount since 1985	7,404,751.75
Last year's actual levy amount (including refunds)	7,413,101.75
Additional revenue from current year's NC&I	117,024.64
Additional revenue from annexations (RCW 84.55)	0.00
Additional revenue from administrative refunds (RCW 84.69)	8,156.19
<i>No additional revenue from administrative refunds will be allowed if you are limited by your statutory rate limit.</i>	
Additional revenue from increase in state-assessed property	0.00

**FOR EXCESS LEVY**

Taxable Value	9,249,749,122
Timber Assessed Value	-
Total Taxable Excess Value	9,249,749,122

2021 New Construction and Improvement Value 128,044,933

*If you need assistance or have any questions regarding this information, please contact Kim Alflen  
 253.798.7114 kim.alflen@piercecountywa.gov*



**Pierce County**

**Mike Lonergan, Assessor-Treasurer**

2401 South 35th Street  
Tacoma, WA 98409-7498  
(253) 798-6111 FAX (253) 798-3142  
ATLAS (253) 798-3333  
www.piercecountywa.org/atr

**PRELIMINARY HIGHEST LAWFUL LEVY LIMIT 2021 FOR 2022**

**LAKEWOOD  
> 10,000**

**REGULAR TAX LEVY LIMIT:**

A. **Highest regular tax which could have been lawfully levied beginning with the 1985 levy** [refund levy not included] times limit factor (as defined in RCW 84.55.005). **2020**  
7,404,751.75  
**1.0100000**  
7,478,799.27

B. Current year's assessed value of new construction, improvements and wind turbines in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred). 128,044,933  
0.913934190133  
117,024.64

C. Current year's state assessed property value in original district if annexed less last year's state assessed property value. The remainder to be multiplied by last year's regular levy rate (or the rate that should have been levied). 67,145,412  
67,145,412  
0.00  
0.913934190133  
0.00

**D. REGULAR PROPERTY TAX LIMIT (A + B + C) 7,595,823.91**

**ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:**

E. To find rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area. 7,595,823.91  
9,391,307,985  
0.808814269762

F. Annexed area's current assessed value including new construction and improvements times rate found in E above. 0.00  
0.808814269762  
0.00

**G. NEW LEVY LIMIT FOR ANNEXATION (D + F) 7,595,823.91**

**LEVY FOR REFUNDS:**

H. RCW 84.55.070 provides that the levy limit will not apply to the levy for taxes refunded or to be refunded pursuant to Chapters 84.68 or 84.69 RCW. (D or G + refund if any) 7,595,823.91  
8,156.19  
7,603,980.10

**I. TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT (D,G,or H) 7,603,980.10**

J. Amount of levy under statutory rate limitation. 9,391,307,985  
3.600000000000  
**33,808,708.75**

**K. LESSER OF I OR J 7,603,980.10**

2022 PRELIMINARY.xlsx, highest lawful

ORDINANCE NO. XXX

AN ORDINANCE of the City Council of the City of Lakewood, Washington, relating to ad valorem property taxes; establishing the amount to be raised in 2022 by taxation on the assessed valuation of the property of the City; and setting the property tax levy rate for 2022.

WHEREAS, the City Council of the City of Lakewood has met and considered its budget for the budget years 2021/2022; and

WHEREAS, the City Council conducted the public hearing on the 2022 property tax levy on November 1, 2021; and

WHEREAS, the City Council, after hearing and duly considering all relevant evidence and testimony, determined that it is necessary to meet the expenses and obligations of the City, to increase the regular property tax levy by the 1.0% limit factor as prescribed in RCW 84.55.0101; and

WHEREAS, the district's actual levy amount from the previous year was \$7,413,101.75; and

WHEREAS, the population of this district is more than 10,000;

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

SECTION 1. Increase in the Highest Lawful Levy. The highest lawful levy for collection in 2021 is \$7,404,751.75, plus additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and administrative refunds. The preliminary levy limit calculation includes: 1.0% limit factor increase of \$74,047.52; additional revenue from new construction in the amount of \$117,024.64; administrative refunds in the amount of \$8,156.19; and an increase from state-assessed property in the amount of \$1,030.01 for a total preliminary 2022 property tax levy of \$7,605,010.11.

SECTION 2. Dollar and Percentage Increase from the 2021 Actual Property Tax Levy. The dollar amount of the increase over the actual 2021 levy of \$7,413,101.75 (which is the regular levy of \$7,404,751.75 plus administrative refunds of \$8,350.25) is \$65,697.52 and .089 percent. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred and administrative refunds.

SECTION 3. Estimated Tax Levy. The estimated 2022 regular property tax levy is established at the maximum 101 percent limit. The annual amount of property taxes and rates necessary to raise the estimated budget revenue in 2022 is hereby levied upon real and personal

property subject to taxation in the City as follows:

Estimated 2022 Tax Levy

True and Fair Value of Tax Base: \$9,391,307,985

Estimated Levy Rate: \$0.8098

SECTION 4. Maximum Allowable Levy and Certification. The estimated property tax revenues and rates will be subsequently adjusted by the Pierce County Assessor-Treasurer to the maximum allowable amount as specified by state law, including administrative refund, when the property values are finally certified. The levy certifications will then be completed using the final certified figures and forwarded to the Assessor-Treasurer.

SECTION 5. Effective Date. That this Ordinance shall be in full force and effect five (5) days after publication of the Ordinance as required by law.

ADOPTED by the City Council this 15<sup>th</sup> day of November, 2021.

CITY OF LAKEWOOD

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

Attest:

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

Approved as to Form:

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

**From:** [Cindy Clapper](#)  
**To:** [Briana Schumacher](#)  
**Subject:** Lakewood taxes  
**Date:** Monday, October 18, 2021 8:30:47 PM

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This email originated outside the City of Lakewood.  
Use caution when following links or opening attachments as they could lead to malicious code or infected web sites.  
When in doubt, please contact the HelpDesk.  
- helpdesk@cityoflakewood.us ext. 4357

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I hope you are not raising property taxes this year. They were raised so much last year. When you live on a budget...you can't just come up with thousands more. I wish you were more caring about senior people wanting to stay in their homes and helping them so they could stay in their homes.  
In other words ...don't Tax us out of our homes, please.

Thanks  
Cindy Clapper





To: Mayor and City Councilmembers  
From: Tho Kraus, Deputy City Manager  
Through: John J. Caulfield, City Manager  
Date: November 1, 2021  
Subject: Public Hearing - American Rescue Plan Act (ARPA) Program Budget Ordinance

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## BACKGROUND

The proposed mid-biennium budget adjustment presented to the City Council at the October 11, 2021 City Council Study Session incorporated the American Rescue Plan Act (ARPA) Fund. These adjustments included programs the City Council adopted on September 20, 2021 via Ordinance 759 as well as proposed new programs that were presented to the City Council on September 13, 2021 that the City Council had not approved. During the review process, City Council noted there were two programs that were listed in Ordinance 759 that the City Council had not actually approved (YMCA and Boys & Girls Club). The City Attorney confirmed the approved program list in the ordinance had not been updated to reflect City Council action and that it would be corrected. The City Council then requested that the proposed budget adjustments be treated as two separate budget adjustments.

This proposed budget adjustment includes only ARPA Funded Programs the City Council intended to adopt via Ordinance 759.

## PROPOSED BUDGET ADJUSTMENT DETAILS

The City received the first half of ARPA funds totaling \$6,883,118 in August 2021 and will received the second half in 2022 for a total of \$13,766,236. For tracking purposes, the entire program funds as approved by the City Council is accounted for in 2021 even through the program may span over multiple years. The rationale for this is to account for the programs on a project length basis. Unspent funds will be carried over to the following (2022) and unspent funds after that will roll over into the next year through 2026, when all ARPA funds must be spent or returned to Treasury. Per Treasury, the funds may accumulate interest which the City may keep and use at its discretion. The plan is to bring forward the accumulated interest earned for City Council consideration and action (for example, to use on other ARPA related programs or transfer to General Fund).

The total proposed budget as approved by the City Council via Ordinance 759 totals \$4,192,719. The balance available for future allocation is \$9,573,517.

### **196.3001 Comfort Inn – Total \$1,050,000**

(Program Cost \$1,000,000 + 5% Direct Admin Cost \$50,000)

This provides for the City's conditional funding of \$1 million in capital needs, to be used in combination with funds from the City of Tacoma and Pierce County, by Low Income housing Institute (LIHI) to purchase the building and pay associated costs of closing. \$700,000 will be conditionally committed as an acquisition bridge loan, and \$300,000 will be committed as a deferred loan as permanent financing. The City understands that LIHI is seeking to leverage State Department of Commerce Funding through their Rapid Capital Housing Acquisition program in the amount of \$7,000,000. A portion of these funds will be used to repay the City's bridge loan. The City's funding amount is subject to change based on final project capital and operating costs. If there are decreases in development costs or increases in other projected capital revenue sources, the City and other public funders explicitly reserve the right to decrease the final subsidy award to the minimum level needed. The conditional funding is subject to: the reservation of 12 emergency shelter beds for Lakewood individuals; approval of the final project development and operations budget; consistency with the City of Lakewood 5-Year 2020-2024 Consolidated Plan and FY2021 Consolidated Annual Action Plan (approved); Income and Affordability levels of the Multi-Family Lending term sheet; and additional City of Lakewood requirements will be identified as further details become available regarding the project's construction costs, operational costs, and timelines for conversion from an enhanced shelter to permanent supportive housing. The conditional commitment does not cover all federal, state, and local requirements, nor all the terms that will be included in loan documents including legal rights and obligations.

### **196.3002 Lakewood Community Services Advisory Board (CSAB) 1% Funds – Total \$144,545**

(Program Cost \$137,662 + 5% Direct Admin Fee \$6,883)

Allocate 1% per year in 2022 and 2023 to support human service needs. CASB members concur with the Lakewood's Promise Advisory Board that the two human services strategic initiatives (workforce development and youth mental health) are critical investments to address changes that have been exacerbated by COVID-19 pandemic. CASB recommends allocating half of the 1% allocation to the Lakewood Thrives workforce development initiative that is now being managed by Career TEAM, and half towards youth mental health. The CSAB board will need additional time working with partners to form a recommendation for a youth mental health investment. The City will work with the Clover Park School District, Communities in Schools, Lakewood's Promise, and the Lakewood Youth Council. The youth mental health recommendation is scheduled to be reviewed at the CSAB joint study session with the City Council on November 8, 2021.

### **196.3003 Warriors of Change – Total \$71,873**

(Program Cost \$68,450 + 5% Direct Admin Cost \$3,423)

The Clover Park School District (CPSD) is providing funding for school – staff and teachers, facilitator costs, and the contract with Quantum Learning. CPSD requesting funding from the City of Lakewood for Communities in Schools of Lakewood portion of the Warriors Change Program and cash incentives for student participants.

ARPA program funds total \$68,450 and will provide:

- \$40,000 Student end-of-program incentives (80 students @ \$500/each)
- \$8,000 Cohort-Mentor stipends (8 college age students @ \$1,000/each)
- \$4,800 Administration costs for managing students and mentors (10%)
- \$9,150 summer Program Coordinator costs (2 months -> 2 weeks planning + 6 week program)
- \$6,500 Summer Site Coordinator costs (2 months)
- \$68,450 Total Program Costs**

Note: The Warriors of Change 2021 is the pilot program of a 6-week leadership development project-based learning experience for Clover Park High School rising seniors, with the hope that the program can grow to expand and serve more students for futures year.

**196.2001 Pierce County BIPOC Business Accelerator Contribution – Total \$525,000**

(Program Cost \$500,000 + 5% Direct Admin Cost \$25,000)

Partnership opportunity -- Entrepreneurial & Technical Assistance with focus Opportunities. The County Council has set aside \$5M of their ARPA funds toward this initiative with the caveat that they receive matching funds from cities, non-profits and the business community. During the CARES process the County with thousands of businesses and saw some gaps and opportunities to grow entrepreneurship and help Black, Indigenous and People of color (BIPOC) communities and small and micro businesses grow their companies. Programs will have a county-wide focus to include: growing entrepreneurship; BIPOC; structured cohort opportunities; and tailored individual opportunities. Resources will go to training, technical resources needed by businesses, innovation grants to help with seed money funding, financial reporting programs and mentors/navigators to help the businesses learn to use the tools. Success measures include the number of businesses launched and growing wealth in our communities.

**196.6001 LPD Body Cameras Purchase of Cameras & Video Storage – Total \$102,944**

(Program Cost \$98,044 + 5% Direct Admin Cost \$4,900)

Purchase of 80 body cameras (includes cameras, docking stations, software with training and 5-year service plan). Total estimated 1-time cost for cameras and video storage of \$336,304 is funded in part with State police reform funding of \$238,260.

**196.6002 LPD Body Cameras Operations – \$298,247**

(Program Cost \$284,045+ 5% Direct Admin Cost \$14,202)

Funds to support Year 2021 and 2022 operations. Includes Records Specialist 1.0 FTE beginning August 2021 and Associate Attorney 1.0 FTE beginning in January 2022.

**196.7001 ARPA Administration –Finance 1.0 FTE and ARPA Coordinator 1.0 FTE – Total \$688,312**

(Program Cost \$688,312 + 5% Direct Admin Cost \$0)

Limited Term Positions ending 12/31/2026 or sooner – TBD

Positions in support of ARPA Program. Add grant accountant position to ensure compliance with financial accounting, auditing and interim/annual reporting. Grant requirements, including accounting and reporting, have become increasing complex, as well as accessing/utilizing the various specific granting agency systems and portals. Add ARPA coordinator position to assist ARPA Program Manager in various ARPA program requirements, serve as Lakewood ARPA Resident Navigator and point of contact for Lakewood businesses seeking ARPA assistance available from County, State and Federal levels. The City's Resident Navigator program referral assistance to city residents seeking ARPA rent/mortgage and utility funds, child care services, workforce training, medical and behavioral health services, and/or emergency shelter,

**196.3005 Habitat for Humanity Boat Street Project – Total \$254,100**

(Program Cost \$242,000 + 5% Direct Admin Cost \$12,100)

Provide for off-site construction costs including sanitary sewer extension, water main extension and hydrants, storm drainage, joint utility trench, and public street work (paving sidewalk, traffic control, etc.)

### **196.3006 Rebuilding Together South Sound - Total \$341,250**

(Program Cost \$325,000 + 5% Direct Admin Cost \$16,250)

Provide funds to operate a Rebuilding a Healthy Neighborhood (RaHN) Program for 1 to 2 years in each of the 4 neighborhoods that the City of Lakewood has identified as specific neighborhoods in need of attention with regards to safe and healthy housing (Tillicum/Woodbrook, Springbrook, Lakeview, and Monte Vista areas). Some Rebuilding Together Affiliates have had a much better success rate when they focus on one neighborhood for two consecutive years. Other affiliates have had good results with a single year focus in neighborhoods. The cost per neighborhood is \$65,000. The \$325,000 would provide for \$65,000/year for 5 years. A 5-year span would allow for a RaHN event in either each of the 4 neighborhoods plus an additional neighborhood or select 2 neighborhoods for 2-year programs and 1 neighborhood for a single year program.

### **196.6003 Emergency Services Alert & Warning System - Total \$13,998**

(Program Cost \$13,331 + 5% Direct Admin Cost \$667)

Funds for annual subscription. Lakewood is a part of a coalition that provides emergency management services to Lakewood, University place, West Pierce Fire and Rescue and Steilacoom (joining coalition in January 2022). The coalition is evaluating its own alert and warning system. The system would allow the coalition to send emergency messages via reverse 911 to landlines and/or to any cell phone within the alert boundary. It would also allow for residents to subscribe for routine messages from the City.

### **196.6004 West Pierce Fire & Rescue - Total \$241,500**

(Program Cost \$230,000 + 5% Direct Admin Cost \$11,500)

Funds to improve 2 items of the emergency management program. They are: 1) update WPFRR's Department Operations Center (DOC) and backup DOCS to better communicate with the City and stakeholders during times of emergency or disaster, including technology to hold virtual meetings. Cost of technology upgrades at 4 fire stations total \$200,000. Also, \$10,000 for HAM radios for similar level of capabilities as the City to be able to communicate seamlessly if phone and internet fail during an emergency; and 2) Translation of basic emergency messages into additional languages to better serve the community. WPFRR would serve as lead on this project for the Emergency Management Coalition. Cost to translate emergency messages into the top 4 languages utilized in the fire district is approximately \$20,000.

### **196.6005 City Website and Multilingual Services – Total \$36,750**

(Program Cost \$35,000 + 5% Direct Admin Cost \$1,750)

Implementation of transition software and comprehensive overhaul of the City's website for usability improvements.

### **196.6006 Youth Employment Program – Total \$88,200**

(Program Cost \$84,000 + 5% Direct Admin Cost \$4,200)

To provide a more traditional Youth Corp work crew program for the 2022 summer season. The 12 week program would include hands on work throughout the City as well as leadership and employment readiness training. The program including estimated costs involves: 2 recreation leaders \$25,000; 8 youth workers \$57,000; and fuel and program supplies \$1,000.

### **196.6007 City Reader Boards - Total \$336,000**

(Program Cost \$320,000 + 5% Direct Admin Cost \$16,000)

Funds to purchase 2 reader boards at \$160,000 each. Considerations for locations of the reader boards include: average daily traffic count; whether location is at a stop light; competition for attention (are there too many other signs in the area?); access to right-of-way for installation; and zoning.

**American Rescue Plan Act (ARPA) Program  
Summary of Proposed Requests**

1-Time Programs	ARPA Category	FTE	Year 2021		Year 2022	
			Revenue	Expenditure	Revenue	Expenditure
<b>ARPA Expenditures - Total \$2,933,285</b>						
Comfort Inn Purchase & Emergency Shelter Operation for 2 Year + 5% Direct Admin Cost	2. Negative Economic Impacts	-	1,050,000	1,050,000	-	-
Lakewood Community Services Advisory Board 1% of Funds in 2022 and 2023 + 5% Direct Admin Cost	3. Services to Disproportionately Impacted Communities	-	144,545	144,545	-	-
2021 Warriors of Change (Clover Park High School) 2021 Program + 5% Direct Admin Costs	3. Services to Disproportionately Impacted Communities	-	71,873	71,873	-	-
Pierce County BIPOC Business Accelerator Contribution Program + 5% Direct Admin Cost	3. Services to Disproportionately Impacted Communities	-	525,000	525,000	-	-
LPD Body Cameras Cameras & Video Storage + 5% Direct Admin Cost (State Police Reform Funds \$238,260 + ARPA \$98,044 = \$336,304 Total)	6. Revenue Replacement	-	102,944	102,944	-	-
LPD Body Cameras 2021/2022 Operations + 5% Direct Admin Cost	6. Revenue Replacement	2.00	298,247	298,247	-	-
ARPA Program Administration Indirect Costs Limited Term Positions Ending 12/31/2026 or Earlier - TBD Finance 1.0 FTE & ARPA Coordinator 1.0 FTE	7. Administrative	2.00	688,312	688,312	-	-
<b>Community Engagement External Requests - Total \$595,350</b>						
Habitat for Humanity Boat Street Project Utilities and Road Improvements for 12 Unit project.	3. Services to Disproportionately Impacted Communities	-	254,100	254,100	-	-
Rebuilding Together South Sound 5 Year Program	3. Services to Disproportionately Impacted Communities	-	341,250	341,250	-	-
<b>Identified Revenue Replacement Expenditures - Total \$716,448</b>						
Emergency Services Alert & Warning System Partnership with University Place, Steilacoom, West Pierce Fire & Rescue	6. Revenue Replacement	-	13,998	13,998	-	-
West Pierce Fire & Rescue Emergency Management Programs	6. Revenue Replacement	-	241,500	241,500	-	-
City Website Multilingual Services Initial Start-Up Cost	6. Revenue Replacement	-	36,750	36,750	-	-
Youth Employment Program Funding for 1 Year Program	6. Revenue Replacement	-	88,200	88,200	-	-
City Reader Boards Purchase of 2 at \$160,000/Each	6. Revenue Replacement	-	336,000	336,000	-	-
<b>Total</b>		<b>4.00</b>	<b>\$ 4,192,719</b>	<b>\$ 4,192,719</b>	<b>\$ -</b>	<b>\$ -</b>

## **NEXT STEPS AS IT RELATES TO BUDGET ADJUSTMENTS**

For ARPA Programs Approved Via Ordinance 759:

- Public Hearing on November 1, 2021 Regular Meeting
- Adoption on November 15, 2021 Regular Meeting

For New ARPA Funded Recommended Programs:

- Review ARPA Program Recommendations on November 22, 2021
- Public Hearing on December 6, 2021 (tentative)
- Adopt ARPA Program Recommendations on December 20, 2021 (tentative)

## **ATTACHMENTS**

- Draft Budget Adjustment Ordinance & Exhibits

ORDINANCE NO.

AN ORDINANCE of the City Council of the City of Lakewood, Washington, adopting the 2021/2022 Biennial Budget.

WHEREAS, the tax estimates and budget for the City of Lakewood, Washington, for the 2021/2022 fiscal biennium have been prepared and filed on October 5, 2020 as provided by Titles 35A.34 and 84.55 of the Revised Code of Washington; and

WHEREAS, the budget was printed for distribution and notice published in the official paper of the City of Lakewood setting the time and place for hearing on the budget and said notice stating copies of the budget can be obtained on-line and at the Office of the City Clerk; and

WHEREAS, the City Council of the City of Lakewood having held a public hearing on November 2, 2020, and having considered the public testimony presented; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance No. 746 on November 16, 2020 implementing the 2021/2022 Biennial Budget; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 754 on May 17, 2021 implementing the 2020 Carry Forward Budget Adjustment; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance \_\_\_ on November 15, 2021 implementing the 2021/2022 Mid-Biennium Budget Adjustment; and

WHEREAS, the City Council of the City of Lakewood finds it necessary to revise the 2021/2022 Biennial Budget to incorporate the American Rescue Plan Act (ARPA) funded programs as adopted by the City Council on September 20, 2021 via Ordinance 759; and

WHEREAS, the City Council of the City of Lakewood having held a public hearing on the 2021/2022 ARPA Funds Budget Adjustment on November 1, 2021.

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

Section 1. Budget Amendment. The budget for the 2021/2022 biennium, as set forth in Ordinance \_\_\_, Section 1 and as shown in Exhibit A (Current Revised Budget by Fund – Year 2021) and Exhibit B (Current Revised Budget by Fund – Year 2022) is amended to adopt the revised budget for the 2021/2022 biennium in the amounts and for the purposes as shown on Exhibits C (Revised Budget by Fund – Year 2021) and Exhibit D (Revised Budget by Fund – Year 2022).

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance or its application to any other person, property or circumstance.

Section 3. Copies of the Budget to Be Filed. A complete copy of the final budget as adopted herein shall be transmitted to the Office of the State Auditor, the Association of Washington Cities and to the Municipal Research and Services Center of Washington. Copies of the final budget as adopted herein shall be filed with the City Clerk and shall be made available for use by the public.

Section 4. Effective Date. This Ordinance shall be in full force and effect for the fiscal years 2021 and 2022 five (5) days after publication as required by law.

ADOPTED by the City Council this 15<sup>th</sup> day of November, 2021.

CITY OF LAKEWOOD

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

Attest:

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

Approved as to Form:

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



**EXHIBIT A**  
**CURRENT REVISED BUDGET BY FUND - YEAR 2021**  
Per Ordinance \_\_\_ Adopted November 15, 2021

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>19,791,935</b>	<b>157,680</b>	<b>19,949,615</b>	<b>58,657,749</b>	<b>4,910,761</b>	<b>63,568,510</b>	<b>63,378,855</b>	<b>5,946,973</b>	<b>69,325,828</b>	<b>14,192,297</b>
001 General	\$ 13,573,122	\$ 157,680	\$ 13,730,802	\$ 38,684,153	\$ 2,906,288	\$ 41,590,442	\$ 41,225,890	\$ 4,263,124	\$ 45,489,014	\$ 9,832,230
101 Street	-	-	-	2,420,169	95,304	2,515,473	2,420,169	95,304	2,515,473	-
103 Transportation Benefit District	687,753	-	687,753	835,000	-	835,000	-	-	-	1,522,753
104 Hotel/Motel Lodging Tax Fund	1,659,033	-	1,659,033	800,000	200,000	1,000,000	813,191	-	813,191	1,845,842
105 Property Abatement/RHSP/1406	658,414	-	658,414	494,287	75,300	569,587	1,152,701	75,300	1,228,001	-
106 Public Art	135,500	-	135,500	30,000	-	30,000	165,500	-	165,500	-
180 Narcotics Seizure	226,196	-	226,196	-	14,500	14,500	226,196	14,500	240,696	-
181 Felony Seizure	47,837	-	47,837	-	-	-	47,837	-	47,837	-
182 Federal Seizure	160,906	-	160,906	-	-	-	160,906	-	160,906	-
190 CDBG	1,381,724	-	1,381,724	4,328,614	36,294	4,364,908	5,710,338	36,294	5,746,632	-
191 Neighborhood Stabilization Prog	255,114	-	255,114	42,000	-	42,000	297,114	-	297,114	-
192 SSMCP	18,017	-	18,017	7,745,228	1,400,000	9,145,228	7,763,073	1,400,000	9,163,073	172
195 Public Safety Grants	-	-	-	518,076	197,405	715,481	518,076	197,405	715,481	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	-	-	1,690,821	-	1,690,821	1,690,821	-	1,690,821	-
202 LID Debt Service	248,038	-	248,038	268,920	(14,330)	254,590	516,958	(134,954)	382,004	120,624
204 Sewer Project Debt	607,313	-	607,313	800,481	-	800,481	670,086	-	670,086	737,708
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>11,278,846</b>	<b>-</b>	<b>11,278,846</b>	<b>27,853,702</b>	<b>10,174,883</b>	<b>38,028,585</b>	<b>36,563,777</b>	<b>8,056,123</b>	<b>44,619,900</b>	<b>4,687,531</b>
301 Parks CIP	2,605,500	-	2,605,500	3,768,517	6,892,190	10,660,707	6,349,899	6,892,190	13,242,089	24,118
302 Transportation CIP	4,869,918	-	4,869,918	21,855,185	1,163,933	23,019,118	26,253,222	1,163,933	27,417,155	471,881
303 Real Estate Excise Tax	2,271,510	-	2,271,510	1,800,000	1,700,000	3,500,000	2,217,195	-	2,217,195	3,554,315
311 Sewer Project CIP	1,531,918	-	1,531,918	430,000	418,760	848,760	1,743,461	-	1,743,461	637,217
<b>Enterprise Fund:</b>	<b>5,821,018</b>	<b>-</b>	<b>5,821,018</b>	<b>5,453,820</b>	<b>50,000</b>	<b>5,503,820</b>	<b>8,506,432</b>	<b>(8,443)</b>	<b>8,497,989</b>	<b>2,826,849</b>
401 Surface Water Management	5,821,018	-	5,821,018	5,453,820	50,000	5,503,820	8,506,432	(8,443)	8,497,989	2,826,849
<b>Internal Service Funds:</b>	<b>5,051,130</b>	<b>-</b>	<b>5,051,130</b>	<b>5,539,357</b>	<b>1,392,487</b>	<b>6,931,844</b>	<b>6,517,009</b>	<b>538,000</b>	<b>7,055,009</b>	<b>4,927,965</b>
501 Fleet & Equipment	4,261,307	-	4,261,307	780,620	1,002,987	1,783,607	1,443,272	148,500	1,591,772	4,453,142
502 Property Management	584,300	-	584,300	735,603	86,500	822,103	1,050,603	86,500	1,137,103	269,300
503 Information Technology	205,523	-	205,523	2,416,784	303,000	2,719,784	2,416,784	303,000	2,719,784	205,523
504 Risk Management	-	-	-	1,606,350	-	1,606,350	1,606,350	-	1,606,350	-
<b>Total All Funds</b>	<b>41,942,929</b>	<b>\$ 157,680</b>	<b>\$42,100,609</b>	<b>\$ 97,504,628</b>	<b>\$ 16,528,131</b>	<b>\$114,032,760</b>	<b>\$ 114,966,073</b>	<b>\$ 14,532,653</b>	<b>\$129,498,726</b>	<b>\$ 26,634,642</b>

**EXHIBIT B**  
**CURRENT REVISED BUDGET BY FUND - YEAR 2022**  
Per Ordinance \_\_\_ Adopted November 15, 2021

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>\$ 15,070,828</b>	<b>\$ (878,532)</b>	<b>\$14,192,297</b>	<b>\$ 48,653,878</b>	<b>\$ 908,952</b>	<b>\$49,562,830</b>	<b>\$ 48,183,688</b>	<b>\$ 1,926,938</b>	<b>\$50,110,626</b>	<b>\$ 13,644,501</b>
001 General	11,031,385	(1,199,156)	9,832,230	40,226,201	864,065	41,090,266	40,457,651	1,840,162	42,297,813	8,624,683
101 Street	-	-	-	2,399,379	16,720	2,416,099	2,399,379	16,720	2,416,099	(0)
103 Transportation Benefit District	1,522,753	-	1,522,753	835,000	-	835,000	640,000	-	640,000	1,717,753
104 Hotel/Motel Lodging Tax Fund	1,645,842	200,000	1,845,842	1,000,000	-	1,000,000	800,000	-	800,000	2,045,842
105 Property Abatement/RHSP/1406	-	-	-	409,500	300	409,800	409,500	300	409,800	-
106 Public Art	-	-	-	15,000	30,000	45,000	15,000	30,000	45,000	-
180 Narcotics Seizure	-	-	-	-	-	-	-	-	-	-
181 Felony Seizure	-	-	-	-	-	-	-	-	-	-
182 Federal Seizure	-	-	-	-	-	-	-	-	-	-
190 CDBG	-	-	-	595,000	-	595,000	595,000	-	595,000	-
191 Neighborhood Stabilization Prog	-	-	-	42,000	-	42,000	42,000	-	42,000	-
192 SSMCP	172	-	172	227,500	-	227,500	227,500	-	227,500	172
195 Public Safety Grants	-	-	-	132,328	-	132,328	132,328	-	132,328	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	-	-	1,689,938	-	1,689,938	1,689,938	-	1,689,938	-
202 LID Debt Service	-	120,624	120,624	247,774	(2,133)	245,641	247,774	39,756	287,530	78,735
204 Sewer Project Debt	737,708	-	737,708	834,258	-	834,258	527,618	-	527,618	1,044,348
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>\$ 2,568,771</b>	<b>\$ 2,118,760</b>	<b>\$ 4,687,531</b>	<b>\$ 15,516,198</b>	<b>\$ (550,980)</b>	<b>\$ 14,965,218</b>	<b>\$ 15,763,098</b>	<b>\$ (563,000)</b>	<b>\$ 15,200,098</b>	<b>\$ 4,452,651</b>
301 Parks CIP	24,118	-	24,118	3,430,000	(2,448,000)	982,000	3,430,000	(2,448,000)	982,000	24,118
302 Transportation CIP	471,881	-	471,881	10,036,198	1,712,000	11,748,198	9,711,998	1,712,000	11,423,998	796,081
303 Real Estate Excise Tax	1,854,315	1,700,000	3,554,315	1,800,000	-	1,800,000	2,491,100	173,000	2,664,100	2,690,215
311 Sewer Project CIP	218,457	418,760	637,217	250,000	185,020	435,020	130,000	-	130,000	942,237
<b>Enterprise Fund:</b>	<b>\$ 2,768,406</b>	<b>\$ 58,443</b>	<b>\$ 2,826,849</b>	<b>\$ 7,565,476</b>	<b>\$ 50,000</b>	<b>\$ 7,615,476</b>	<b>\$ 7,601,032</b>	<b>\$ (341,991)</b>	<b>\$ 7,259,041</b>	<b>\$ 3,183,284</b>
401 Surface Water Management	2,768,406	58,443	2,826,849	7,565,476	50,000	7,615,476	7,601,032	(341,991)	7,259,041	3,183,284
<b>Internal Service Funds:</b>	<b>\$ 4,073,478</b>	<b>\$ 854,487</b>	<b>\$ 4,927,965</b>	<b>\$ 5,338,526</b>	<b>\$ 193,900</b>	<b>\$ 5,532,426</b>	<b>\$ 5,428,770</b>	<b>\$ 193,900</b>	<b>\$ 5,622,670</b>	<b>\$ 4,837,721</b>
501 Fleet & Equipment	3,598,655	854,487	4,453,142	755,720	-	755,720	1,007,720	-	1,007,720	4,201,142
502 Property Management	269,300	-	269,300	798,917	-	798,917	703,917	-	703,917	364,300
503 Information Technology	205,523	-	205,523	2,177,539	97,800	2,275,339	2,110,783	97,800	2,208,583	272,279
504 Risk Management	-	-	-	1,606,350	96,100	1,702,450	1,606,350	96,100	1,702,450	-
<b>Total All Funds</b>	<b>24,481,483</b>	<b>\$ 2,153,158</b>	<b>\$26,634,642</b>	<b>\$ 77,074,078</b>	<b>\$ 601,872</b>	<b>\$77,675,950</b>	<b>\$ 76,976,588</b>	<b>\$ 1,215,847</b>	<b>\$78,192,435</b>	<b>\$ 26,118,157</b>

**EXHIBIT C**  
**PROPOSED REVISED BUDGET BY FUND - YEAR 2021**

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>19,949,615</b>	<b>-</b>	<b>19,949,615</b>	<b>63,568,511</b>	<b>4,192,719</b>	<b>67,761,230</b>	<b>69,325,829</b>	<b>4,192,719</b>	<b>73,518,548</b>	<b>14,192,297</b>
001 General	\$ 13,730,802	\$ -	\$ 13,730,802	\$ 41,590,442	\$ -	\$ 41,590,442	\$ 45,489,014	\$ -	\$ 45,489,014	\$ 9,832,230
101 Street	-	-	-	2,515,473	-	2,515,473	2,515,473	-	2,515,473	-
103 Transportation Benefit District	687,753	-	687,753	835,000	-	835,000	-	-	-	1,522,753
104 Hotel/Motel Lodging Tax Fund	1,659,033	-	1,659,033	1,000,000	-	1,000,000	813,191	-	813,191	1,845,842
105 Property Abatement/RHSP/1406	658,414	-	658,414	569,587	-	569,587	1,228,001	-	1,228,001	-
106 Public Art	135,500	-	135,500	30,000	-	30,000	165,500	-	165,500	-
180 Narcotics Seizure	226,196	-	226,196	14,500	-	14,500	240,696	-	240,696	-
181 Felony Seizure	47,837	-	47,837	-	-	-	47,837	-	47,837	-
182 Federal Seizure	160,906	-	160,906	-	-	-	160,906	-	160,906	-
190 CDBG	1,381,724	-	1,381,724	4,364,908	-	4,364,908	5,746,632	-	5,746,632	-
191 Neighborhood Stabilization Prog	255,114	-	255,114	42,000	-	42,000	297,114	-	297,114	-
192 SSMCP	18,017	-	18,017	9,145,228	-	9,145,228	9,163,073	-	9,163,073	172
195 Public Safety Grants	-	-	-	715,481	-	715,481	715,481	-	715,481	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	4,192,719	4,192,719	-	4,192,719	4,192,719	0
201 GO Bond Debt Service	-	-	-	1,690,821	-	1,690,821	1,690,821	-	1,690,821	-
202 LID Debt Service	248,038	-	248,038	254,590	-	254,590	382,004	-	382,004	120,624
204 Sewer Project Debt	607,313	-	607,313	800,481	-	800,481	670,086	-	670,086	737,708
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>11,278,846</b>	<b>-</b>	<b>11,278,846</b>	<b>38,028,585</b>	<b>-</b>	<b>38,028,585</b>	<b>44,619,900</b>	<b>-</b>	<b>44,619,900</b>	<b>4,687,531</b>
301 Parks CIP	2,605,500	-	2,605,500	10,660,707	-	10,660,707	13,242,089	-	13,242,089	24,118
302 Transportation CIP	4,869,918	-	4,869,918	23,019,118	-	23,019,118	27,417,155	-	27,417,155	471,881
303 Real Estate Excise Tax	2,271,510	-	2,271,510	3,500,000	-	3,500,000	2,217,195	-	2,217,195	3,554,315
311 Sewer Project CIP	1,531,918	-	1,531,918	848,760	-	848,760	1,743,461	-	1,743,461	637,217
<b>Enterprise Fund:</b>	<b>5,821,018</b>	<b>-</b>	<b>5,821,018</b>	<b>5,503,820</b>	<b>-</b>	<b>5,503,820</b>	<b>8,497,989</b>	<b>-</b>	<b>8,497,989</b>	<b>2,826,849</b>
401 Surface Water Management	5,821,018	-	5,821,018	5,503,820	-	5,503,820	8,497,989	-	8,497,989	2,826,849
<b>Internal Service Funds:</b>	<b>5,051,130</b>	<b>-</b>	<b>5,051,130</b>	<b>6,931,844</b>	<b>-</b>	<b>6,931,844</b>	<b>7,055,009</b>	<b>-</b>	<b>7,055,009</b>	<b>4,927,965</b>
501 Fleet & Equipment	4,261,307	-	4,261,307	1,783,607	-	1,783,607	1,591,772	-	1,591,772	4,453,142
502 Property Management	584,300	-	584,300	822,103	-	822,103	1,137,103	-	1,137,103	269,300
503 Information Technology	205,523	-	205,523	2,719,784	-	2,719,784	2,719,784	-	2,719,784	205,523
504 Risk Management	-	-	-	1,606,350	-	1,606,350	1,606,350	-	1,606,350	-
<b>Total All Funds</b>	<b>42,100,609</b>	<b>\$ -</b>	<b>\$42,100,609</b>	<b>\$ 114,032,760</b>	<b>\$ 4,192,719</b>	<b>\$118,225,479</b>	<b>\$ 129,498,727</b>	<b>\$ 4,192,719</b>	<b>\$133,691,446</b>	<b>\$ 26,634,642</b>

**EXHIBIT D**  
**PROPOSED REVISED BUDGET BY FUND - YEAR 2022**

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>\$ 14,192,297</b>	<b>\$ -</b>	<b>\$14,192,297</b>	<b>\$ 49,562,830</b>	<b>\$ -</b>	<b>\$49,562,830</b>	<b>\$ 50,110,626</b>	<b>\$ -</b>	<b>\$50,110,626</b>	<b>\$ 13,644,501</b>
001 General	9,832,230	-	9,832,230	41,090,266	-	41,090,266	42,297,813	-	42,297,813	8,624,683
101 Street	-	-	-	2,416,099	-	2,416,099	2,416,099	-	2,416,099	-
103 Transportation Benefit District	1,522,753	-	1,522,753	835,000	-	835,000	640,000	-	640,000	1,717,753
104 Hotel/Motel Lodging Tax Fund	1,845,842	-	1,845,842	1,000,000	-	1,000,000	800,000	-	800,000	2,045,842
105 Property Abatement/RHSP/1406	-	-	-	409,800	-	409,800	409,800	-	409,800	-
106 Public Art	-	-	-	45,000	-	45,000	45,000	-	45,000	-
180 Narcotics Seizure	-	-	-	-	-	-	-	-	-	-
181 Felony Seizure	-	-	-	-	-	-	-	-	-	-
182 Federal Seizure	-	-	-	-	-	-	-	-	-	-
190 CDBG	-	-	-	595,000	-	595,000	595,000	-	595,000	-
191 Neighborhood Stabilization Prog	-	-	-	42,000	-	42,000	42,000	-	42,000	-
192 SSMCP	172	-	172	227,500	-	227,500	227,500	-	227,500	172
195 Public Safety Grants	-	-	-	132,328	-	132,328	132,328	-	132,328	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	-	-	1,689,938	-	1,689,938	1,689,938	-	1,689,938	-
202 LID Debt Service	120,624	-	120,624	245,641	-	245,641	287,530	-	287,530	78,735
204 Sewer Project Debt	737,708	-	737,708	834,258	-	834,258	527,618	-	527,618	1,044,348
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>\$ 4,687,531</b>	<b>\$ -</b>	<b>\$ 4,687,531</b>	<b>\$ 14,965,218</b>	<b>\$ -</b>	<b>\$ 14,965,218</b>	<b>\$ 15,200,098</b>	<b>\$ -</b>	<b>\$ 15,200,098</b>	<b>\$ 4,452,651</b>
301 Parks CIP	24,118	-	24,118	982,000	-	982,000	982,000	-	982,000	24,118
302 Transportation CIP	471,881	-	471,881	11,748,198	-	11,748,198	11,423,998	-	11,423,998	796,081
303 Real Estate Excise Tax	3,554,315	-	3,554,315	1,800,000	-	1,800,000	2,664,100	-	2,664,100	2,690,215
311 Sewer Project CIP	637,217	-	637,217	435,020	-	435,020	130,000	-	130,000	942,237
<b>Enterprise Fund:</b>	<b>\$ 2,826,849</b>	<b>\$ -</b>	<b>\$ 2,826,849</b>	<b>\$ 7,615,476</b>	<b>\$ -</b>	<b>\$ 7,615,476</b>	<b>\$ 7,259,041</b>	<b>\$ -</b>	<b>\$ 7,259,041</b>	<b>\$ 3,183,284</b>
401 Surface Water Management	2,826,849	-	2,826,849	7,615,476	-	7,615,476	7,259,041	-	7,259,041	3,183,284
<b>Internal Service Funds:</b>	<b>\$ 4,927,965</b>	<b>\$ -</b>	<b>\$ 4,927,965</b>	<b>\$ 5,532,426</b>	<b>\$ -</b>	<b>\$ 5,532,426</b>	<b>\$ 5,622,670</b>	<b>\$ -</b>	<b>\$ 5,622,670</b>	<b>\$ 4,837,721</b>
501 Fleet & Equipment	4,453,142	-	4,453,142	755,720	-	755,720	1,007,720	-	1,007,720	4,201,142
502 Property Management	269,300	-	269,300	798,917	-	798,917	703,917	-	703,917	364,300
503 Information Technology	205,523	-	205,523	2,275,339	-	2,275,339	2,208,583	-	2,208,583	272,279
504 Risk Management	-	-	-	1,702,450	-	1,702,450	1,702,450	-	1,702,450	-
<b>Total All Funds</b>	<b>26,634,642</b>	<b>\$ -</b>	<b>\$26,634,642</b>	<b>\$ 77,675,950</b>	<b>\$ -</b>	<b>\$77,675,950</b>	<b>\$ 78,192,435</b>	<b>\$ -</b>	<b>\$78,192,435</b>	<b>\$ 26,118,157</b>



TO: City Council  
FROM: Tiffany Speir, Long Range & Strategic Planning Manager  
THROUGH: Dave Bugher, Community Development Director  
John Caulfield, City Manager  
DATE: November 1, 2021  
SUBJECT: 2022 Comprehensive Plan Amendment Cycle Docket Public Hearing  
ATTACHMENTS: Summary of maps and text affected by proposed 2022 Comprehensive Plan Amendments (**Attachment A**); September 27, 2021 Tree Preservation Staff Report to City Council (**Attachment B**)

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#### **BACKGROUND**

On October 6, the Planning Commission approved by motion its recommendation on the docket list of 2022 Comprehensive Plan Text and Map amendments (22CPAs.) The City Council held a study session on the recommended list on October 25. During the study session, City Council members expressed interest in removing proposed amendment 2022-01, Tree Preservation, from the docket to be handled separately. If the City Council wishes to do so, a motion will be required to remove 2022-01 from the docket at the time of action (currently scheduled for November 15.)

The City Council is holding a public hearing on the 22CPAs docket list on November 1.

#### **PROPOSED 2022 COMPREHENSIVE PLAN AMENDMENTS**

**2022-01** Review and update of Zoning, Policies and Code related to Tree Preservation, including the redesignation and rezoning zone of acreage hosting Garry Oaks near St. Clare Hospital from Public Institutional (PI) to Open Space & Recreation 1 (OSR1)

The materials presented by CED Director Dave Bugher to the City Council on September 27, 2021 regarding the City's Tree Preservation program have been added to the Planning Commission's public comment record. In summary:

<b>Suggested staff recommendations &amp; other related follow-up assignments</b>	<b>Important policy considerations</b>
1. Add new tree preservation definitions section.	1. Require a tree removal permit fee? Is it to be full cost recovery, or is the City subsidizing this function, and if so, to what extent?
2. Amend/revised the tree preservation purpose section.	2. How does the Council want to address "heritage trees," "landmark trees," "historic trees," or "protected trees?"
3. Delete the residential 17,000 square foot lot exemption, and require a tree removal permit for all significant trees.	3. Are Garry oak trees called out separately for protection and preservation?
4. Provide determinants on what constitutes emergency removal.	4. For those persons who remove trees without permits, does the City continue with the current policy allowing for "retroactive" permitting? Or, does the City move forward with a more aggressive approach? (See Miscellaneous Topics, at the bottom of the attached report, Item No. 2.)
5. Amend the term "significant tree" (do not include invasive trees, non-native trees, or exotic tree species).	5. The preservation of Garry oaks is a regional issue and not just confined to Lakewood, although Lakewood appears

<b>Suggested staff recommendations &amp; other related follow-up assignments</b>	<b>Important policy considerations</b>
	to be a focal point because of increasing urbanization. Garry oaks are found in Tacoma, University Place, DuPont, Parkland/Spanaway, Pierce County, Lacey, and Thurston County. Does the City want to take a position on regional conservation efforts outside the city's boundaries?
6. Delete the term "sensitive" and replace with critical areas.	
7. Review tree preservation standards for subdivisions.	
8. Review/add/amend comprehensive plan policies, and Title 14, Critical Areas.	
9. Incorporate new climate change standards into proposed regulations.	
10. Develop a City Council approved public participation plan, and a projected timeline.	

It is anticipated that the amendments to the City's tree preservation regulations will receive significant public comment and intensive review, meaning that review and action will take longer than the standard annual Comprehensive Plan amendment cycle. When the tree preservation amendments were presented to the City Council at some future date, they could include proposed additions/changes to current Comprehensive Plan policies; if so, then such amendments would be added to a future Comprehensive Plan docket.

**It is recommended to remove 2022-01 Tree Preservation Update from the 2022 Comprehensive Plan docket by City Council action in order for the effort to be administered on its own timeline.**

**2022-02 Update of Tillicum Neighborhood Plan and Tillicum Center of Local Importance (CoLI)**

The City adopted the Tillicum Neighborhood Plan in June 2011. Since at least 2014, Tillicum has been designated as a Center of Local Importance (CoLI) based on its characteristics as a compact, walkable community with its own unique identity and character. The area is geographically isolated from the rest of Lakewood because of inadequate street connections. The only practical access to the area is provided by I-5. This center provides a sense of place and serves as a gathering point for both neighborhood residents and the larger region with regard to the resources it provides for Camp Murray, JBLM, and access to American Lake. The Tillicum area is subject to specific treatment in the Comprehensive Plan (Section 3.10, Goal LU-52, LU-53 and Policies LU-53.1 through LU-53.4.)

The amendment will allow for a review and update of the Neighborhood Plan to reflect actions taken since its adoption; the amendment will also allow for a review of the CoLI description, its boundaries, and its land use densities. A map showing the existing Tillicum CoLI is included here:



Recently, Habitat for Humanity acquired a lot, shown in blue below, adjacent to the properties that were rezoned from Residential 3 (R3) to Mixed Residential 2 (MR2) in 2021, shown in red below.



For the 22CPAs process, Habitat submitted an application for a Comprehensive Plan/Zoning Code amendment to redesignate the blue parcel from Single Family/R3 to Mixed Residential/MR2. The application was rejected because it constituted a “site-specific rezone” under the City code, which must be reviewed per its own set of procedures that are different from a Comprehensive Plan/Zoning Code amendment.

Site specific rezones are inherently difficult to approve. It is not a preferred option in amending land use. A better approach is an area-wide land use amendment. Thus, it is recommended to add the Habitat proposal as part of the 2022-02 review where the Tillicum CoLI boundaries and density would be subject to adjustment.

Two staff proposals have surfaced as a result of initial analysis related to the Habitat-proposed rezone. The map below shows Staff Proposal 1:





The “red dots” on the map above show Habitat of Humanity property ownership. Under this proposal, the underlying land use and zoning for the area shown in red would be modified from Single Family/R3 to Mixed Residential/MR2. Current development density within this area matches MR2 standards.

Staff proposal 2 would be to extend increased density further north, northwest. The proposed land use/zoning for both areas in red below would change from Single Family/R3 to Mixed Residential/MR2:



Note that the two red areas in the map above are NOT connected. There is a sliver of several properties that are designated/classified as Open Space/OSR2. These properties are affiliated with Bill’s Boathouse, Silcox Island residents, a boat ramp, and parking area. The Open Space/OSR2 designation/zoning was part of a compromise with area residents when it was established in 2001. There is no proposal to amend land use/zoning for the open space area, unless specifically requested by underlying property ownership.

Again, 2022-02 will include an analysis of land use amendments to these two areas as part of the CoLI examination.

**It is recommended to include proposal 2022-02 on the docket list.**

**2022-03** Review and update of Housing Chapter and related amendments to LMC Title 18A development regulations

Effort will include review for compliance with VISION 2050, Countywide Planning Policies, HB 1220, Lakewood City Council DEI policies, and more.

**It is recommended to include proposal 2022-03 on the docket list.**

**2022-04** Review of Zoning, Policies and Code related to Adult Family Homes (AFHs)

Focus on potential allowance of AFHs in Air Corridor 1 (AC1) and Air Corridor 2 (AC2) land use zones

**It is recommended to include proposal 2022-04 on the docket list.**

**2022-05** Update sections of the Comprehensive Plan to reflect the adoption of VISION 2050 by the Puget Sound Regional Council (see, e.g., Section 1.6.7.1)

Technical update to reflect VISION 2050 versus VISION 2040

**It is recommended to include proposal 2022-05 on the docket list.**

**2022-06** Update Comprehensive Plan Figures 3-5, 3-6, and 3-8 to reflect adoption of the 2020 Parks Legacy Plan; update Figure 4.1 with an updated Urban Focus Area map depicting the Downtown and Lakewood Station District Subareas, the Tillicum Neighborhood, and the City Landmarks listed in Section 4.4 text.

Technical update to Comprehensive Plan Maps

**It is recommended to include proposal 2022-06 on the docket list.**

**2022-07** Parking requirements in LMC Chapters 18A.80 and in 18C.600 (Lakewood Station District Subarea Plan)

Review of current city-wide and subarea-wide parking requirements directed by City Council.

- 18A.80 Parking requirements adopted via Ordinance 726 in December 2019
- 18C.600 Parking requirements adopted via Ordinance 751 in May 2021

**It is recommended to include proposal 2022-07 on the docket list.**

**ATTACHMENT A**  
**Summary of maps and text affected by proposed**  
**2022 Comprehensive Plan Amendments**

**2022-01 Review and update of Zoning, Policies and Code related to Tree Preservation, including the redesignation and rezoning zone of acreage hosting Garry Oaks near St. Clare Hospital from Public Institutional (PI) to Open Space & Recreation 1 (OSR1)**

*Amendments to the following Comprehensive Plan and related LMC text and maps will be presented to the Planning Commission after the City Council takes action to include it in the approved 2022 Comprehensive Plan amendment docket.*

**2.1.1 Residential Estate**

The Residential Estate designation provides for large single-family lots in specific areas where a historic pattern of large residential lots and extensive tree coverage exists. Although retaining these larger sized properties reduces the amount of developable land in the face of growth, it preserves the historic identity these “residential estates” contribute to the community by providing a range of housing options, preserving significant tree stands, and instilling visual open space into the urban environment. Most importantly, the Residential Estate designation is used to lower densities around lakes and creek corridors in order to prevent additional effects from development upon the lakes, creek habitat and Lakewood Water District wellheads.

Consistent with Planned Development District (PDD) standards, PDD projects within the Residential Estate designation will be required to provide environmental protection and provide transportation improvements designed handle increased traffic due to higher development densities.

Maintenance of these lower land-use densities in certain areas west of the lakes also helps maintain reduced traffic volumes as well as reducing additional traffic safety conflicts in the east-west arterial corridors. These roads are among the most stressed transportation routes in the City, with expansion opportunities highly constrained due to the lakes.

\* \* \*

**3.8 Public and Semi-Public Institutional Land Uses**

Lakewood is home to numerous large institutions including public and private colleges and hospitals, as well as a large number of school district properties. These resources offer citizens from Lakewood and surrounding areas vital medical and educational services, adding to the quality of life for the community. In addition, the facilities maintained by these institutions contribute to the public landscape, offering visual and usable open space, significant tree stands, educational historic resources, and a substantial architectural presence. The unique physical scale and public purpose of these institutions warrant a unique land-use designation and policy framework.

\* \* \*

**3.10.3 Urban Forestry**

**GOAL LU-60:** Institute an urban forestry program to preserve significant trees, promote healthy and safe trees, and expand tree coverage throughout the City.

Policies:

LU-60.1: Establish an urban forestry program for the City.

LU-60.2: Promote planting and maintenance of street trees.

LU-60.3: Provide for the retention of significant tree stands and the restoration of tree stands within the City.

### **3.10.3 Air Quality**

**GOAL LU-63:** Meet federal, state, regional, and local air quality standards through coordinated, long-term strategies that address the many contributors to air pollution.

Policies:

LU-63.1: Promote land use and transportation practices and strategies that reduce the levels of air-polluting emissions.

LU-63.2: Ensure the retention and planting of trees and other vegetation to promote air quality.

LU-63.3: Limit wood burning generated air pollution through restrictions of wood burning fireplaces in new and replacement construction.

### **3.10.3 Urban Forestry**

**GOAL LU-60:** Institute an urban forestry program to preserve significant trees, promote healthy and safe trees, and expand tree coverage throughout the City.

Policies:

LU-60.1: Establish an urban forestry program for the City.

LU-60.2: Promote planting and maintenance of street trees.

LU-60.3: Provide for the retention of significant tree stands and the restoration of tree stands within the City.

## **Chapter 10 Energy & Climate Change (Adopted in 2021 per Ordinance 756)**

### **Lakewood Climate Change Advantages and Challenges**

**[Advantage -] Tree preservation:** Since 2001, the city has had in place a tree preservation ordinance. The city is also proactive in regard to removal of trees without permits; over the years, the city has substantially fined property owners.

Fines that are collected go into a tree preservation fund which was informally established through the city's master fee schedule. In 2019, with the adoption of Ordinance 726, the city established a city tree fund, Section 18A.70.330. City uses agreed upon restoration payments or settlements in lieu of penalties for removing trees without permits, donations/grants, and other funds allocated by the Council for the following purposes:

- 1) Acquiring, maintaining, and preserving wooded areas within the City;
- 2) Planting and maintaining trees within the City;
- 3) Establishment of a holding public tree nursery;

- 4) Urban forestry education;
- 5) Implementation of a tree canopy monitoring program;
- 6) Scientific research; or
- 7) Other purposes relating to trees as determined by the City Council.

\* \* \*

**State Environmental Policy Act (SEPA):** As circumstances warrant, the city uses SEPA and LMC Title 14 to mitigate for the loss of trees associated with urban development. In many situations, not all, city requires open space areas to be set aside from development.

\* \* \*

**City's regulating controls:** City has enacted several regulations designed to protect or preserve and enhance the preservation of trees. Examples include the planned\_development district, cottage housing, and the city's tree preservation code, in addition to LMC Title 14.

\* \* \*

### **Carbon Sequestration**

In addition to reducing GHG emissions, the city of Lakewood has the ability to remove carbon emissions from the atmosphere.

Locally forested areas and tree canopy found in the city's designated open space areas, lawns/fields and wetlands remove carbon emissions from the atmosphere through the process of photosynthesis and store them back into the earth. This process is referred to as carbon sequestration or carbon sinking. The work these natural resources do to support an ecological balance have been largely ignored. Lakewood's inventory estimates of the amount of carbon removed from the atmosphere are unknown as of this writing. Wetlands in particular, specifically the Flett Creek Complex, can store a significant amount of carbon.

Today, all of the city's forested areas and freshwater inland wetlands are currently protected or conserved through the city's open space policies, the shoreline master program, and development regulations, including a tree preservation ordinance. The city has not typically taken in consideration the carbon sequestration benefit of these resources, however, in its decision-making process.

\* \* \*

**Finding 4:** Restoring and protecting the natural environment will help to mitigate impacts of climate change.

Climate change will have impacts on human and environmental health. A healthy natural environment will help enable the community to respond to future climate change-related events. Lakewood can address these challenges by:

- Restoring and expanding ecological systems to support the natural functions of soil, water, tree canopies, creeks, open space and other natural resources; and
- Conserving and protecting wetlands, uplands and natural resources.

**Policy EC 4.3 Encourage Green Buildings and Landscaping:**

Encourage the use of green and sustainable development standards and practices in planning, design, construction and renovation of facilities; promote the use of green streets that incorporate extensive landscaping, pervious surfaces and native planting; encourage new development and redevelopment projects to be LEED-certified green buildings; and promote ecologically-sensitive approaches to landscaping.

Actions	Who	When	Recommended Priority
Ensure that roadway medians include native plants and trees and are wide enough to support their long-term viability with the least demand for irrigation and maintenance.	CC, CM, PC, CED, PWE, O&M	Near-term (2021-2025)	High (unfunded)
Continue to prioritize the use of locally propagated native drought-tolerant vegetation and discourage the use of invasive non-native species in home landscaping.	CC, CM, PC, CED, PWE, O&M	Near-term (ongoing)	High
Develop and promote an urban forest management/ master reforestation plan.	CED, PARKS, PC, PRAD, CC, CM	Near-term (2012-2025)	High (unfunded)
<p>Evaluate the feasibility of expanding tree planting within the city, including an evaluation of potential carbon sequestration as well as GHG emissions. Specific tasks include:</p> <p>Provide information to the public, including landscape companies, gardeners, and nurseries, on carbon sequestration rates, drought tolerance, and fire resistance of different tree species.</p>	CC, CM, CCOMM, PC, CED, PARKS, PWE,	Near-term (2021-2025)	High (unfunded)

\*\*\*

### 11.3.1 City Run Programs

**Table 11.1: City-Run Programs and Goal Implementation.**

PRINCIPAL IMPLEMENTATION MECHANISMS	PRIMARY GOAL AREAS
Significant Tree Ordinance	3.10 Isolated Areas 3.11 Environmental Quality 4.5 Focus Area Urban Design Plans

\* \* \*

### Land-Use Implementation Strategies

**11.3.2** Recognize existing programs and regulatory mechanisms such as the City’s street lighting program, street tree program, sign ordinance, sidewalk program, significant tree ordinance as ongoing means of achieving land-use goals.

### LMC 18A.70 Article III Tree Preservation

#### 18A.70.300 Purpose.

This article promotes tree preservation by protecting the treed environment of the [City of Lakewood](#) by regulating the removal of significant trees and providing incentives to preserve trees that, because of their size, species, or location, provide special benefits. Tree preservation protects and enhances critical areas, facilitates aquifer recharge, reduces erosion and storm water runoff, and helps to define public and private [open spaces](#). [Ord. 726 § 2 (Exh. B), 2019.]

#### 18A.70.310 Tree removal applicability/exemptions.

The requirements for tree preservation shall be provided in accordance with the development standards of each individual [zoning](#) district and the provisions of this section, and are applicable to all [zoning](#) districts.

- A. [Lots](#) of less than seventeen thousand (17,000) square feet in [single-family residential](#) zones are exempt from this chapter, except where specific tree preservation is required as a mitigation measure under [SEPA](#). In the event a permit is not required for the establishment of a [use](#), the standards of this section shall still apply.
- B. Industrially zoned properties are exempt from this chapter, except where specific tree preservation is required as a mitigation measure under [SEPA](#).
- C. Removal of nonsignificant trees that are not protected by any other means is exempt from this chapter.
- D. Removal of Trees in Association with Right-of-Way and Easements. Tree removal by a public agency or a franchised [utility](#) within a [public right-of-way](#) or upon an easement, for the purpose of installing and maintaining water, storm, sewer, power, gas or communication lines, or motorized or nonmotorized [streets](#) or paths is exempt from this chapter. Notification to the City by the public agency or franchised [utility](#) is required prior to tree maintenance or removal within City [rights-of-way](#).

E. *Emergency Removal.* Any number of hazardous protected and nonprotected trees may be removed under emergency conditions. Emergency conditions include immediate danger to life or dwellings or similar stationary and valuable property, including the presence of a target. Emergency removal may occur and all the following conditions shall be met:

1. The City is notified the following business day of the unpermitted action;
2. Visual documentation (i.e., photographs, video, etc.) is made available; and
3. The felled tree remains on site for City inspection.
4. Replacement required.
  - a. Nonsingle-family use: The property owner will be required to provide replacement trees as established in LMC 18A.70.320(G), Replacement.
  - b. Single-family use: The property owner will not be required to provide replacement trees.
5. Should the City determine that the tree(s) did not pose an emergency condition, the owner shall be cited for a violation of the terms of this chapter. [Ord. 726 § 2 (Exh. B), 2019.]

#### **18A.70.320 Significant tree preservation.**

A. *Standards.* Significant tree preservation shall be required for any project permit.

1. A significant tree is an existing tree which:
  - a. When measured at four and one-half (4.5) feet above ground, has a minimum diameter of nine (9) inches for evergreen trees and deciduous trees;
  - b. When measured at four and one-half (4.5) feet above ground, has a minimum diameter of six (6) inches for Garry Oaks (also known as Oregon White Oaks); and
  - c. Regardless of the tree diameter, is determined to be significant by the Director due to the uniqueness of the species or provision of important wildlife habitat.
2. For the purposes of this section, existing trees are measured by diameter at four and one-half (4.5) feet above ground level, which is the usual and customary forest standard. Replacement trees are measured by diameter at six (6) inches above ground level, which is the usual and customary nursery standard.
3. Damaged or Diseased Trees. Trees will not be considered “significant” if, following inspection and a written report by a registered landscape architect, certified nursery professional or certified arborist, and upon review of the report and concurrence by the City, they are determined to be:
  - a. Safety hazards due to root, trunk or primary limb failure;
  - b. Damaged or diseased, and do not constitute an important wildlife habitat. At the discretion of the City, damaged or diseased or standing dead trees may be retained and counted toward the significant tree requirement, if demonstrated that such trees will provide important wildlife habitat and are not classified as a safety hazard.
4. Preventive Measure Evaluation. An evaluation of preventive measures by an arborist in lieu of removing the tree and potential impacts of tree removal may be required. If required, this evaluation shall include the following measures:
  - a. Avoid disturbing tree: Avoid disturbing the tree at all unless it represents a hazard as determined by an arborist;



- b. Stabilize tree: Stabilize the tree, if possible, using approved arboricultural methods such as cable and bracing in conjunction with other practices to rejuvenate the tree such as repairing damaged bark and trunk wounds, mulching, application of fertilizer, and improving aeration of the tree root zones;
- c. Pruning: Remove limbs from the tree, such as removing dead or broken branches, or by reducing branch end weights. If needed, remove up to one-quarter (1/4) of the branches from the canopy and main trunk only in small amounts, unless greater pruning is needed by approval of the arborist;
- d. Wildlife tree: Create a wildlife tree or snag, or cut the tree down to a safe condition, without disturbing the roots, where the tree no longer poses a hazard. To create snags, remove all branches from the canopy, girdle deciduous trees, and leave the main trunk standing. Wildlife trees or snags are most appropriate in City [parks](#), greenbelts, vacant property, and environmentally critical areas;
- e. Steep slopes: Removal of tree roots on steep slopes may require a geotechnical evaluation;
- f. Creeks and lakes: Trees fallen into creeks and lakes are to remain in place unless they create a hazard; and
- g. Provide professional recommendations on:
  - 1. The necessity of removal, including alternative measures to removal;
  - 2. The lowest-impact approach to removal;
  - 3. A replacement tree plan, if required.

B. Preservation Criteria. All significant trees shall be preserved according to the following criteria:

1. Perimeter Trees. All significant trees within twenty (20) feet of the [lot](#) perimeter or required buffer, whichever is greater, shall be preserved; except that significant trees may be removed if required for the siting and placement of driveway and road [access](#), [buildings](#), vision clearance areas, [utilities](#), sidewalks or pedestrian walkways, or storm drainage facilities and other similar required improvements, subject to the discretion of the [Director](#).

This requirement shall not apply to [single-family residential lots](#) less than seventeen thousand (17,000) square feet in size, where no specific tree preservation is required.

2. Interior Trees. A percentage of all significant trees within the interior of a [lot](#), excluding the perimeter area, shall be preserved within the applicable [zoning](#) district.

a. For new [single-family residential](#) development including a single-[family](#) dwelling on an individual [lot](#), [multifamily](#) residential development, and public/quasi-public institutional development, fifty (50) percent of the significant trees located within the interior area of the [lot](#) shall be retained.

b. For new residential subdivisions where the proposed [lot](#) size is greater than seventeen thousand (17,000) square feet, all significant trees shall be retained and preserved except those required to be removed in order to construct [streets](#), [utilities](#), or other on-site improvements. Tree retention shall thereafter be provided on a [lot-by-lot](#) basis as the individual [lots](#) are developed. For subdivisions where the proposed [lots](#) are less than seventeen thousand (17,000) square feet, no specific tree preservation is required.

c. For commercial development, ten (10) percent of the significant trees located within the interior area of the [lot](#), or individual [lots](#) in the case of subdivisions, shall be retained.

d. In [Open Space](#) and Recreation zones, ninety-five (95) percent of the significant trees located within the interior area of the [lot](#) shall be retained unless otherwise determined by the [Director](#).

3. Buffers and Sensitive/Critical Areas. Tree preservation criteria listed above shall exclude sensitive/critical areas and their buffers, and [open space](#) areas and tracts. All trees within such

areas shall be retained except as may be specifically approved and indicated in the written findings of a discretionary [land use](#) permit or a tree removal permit.

4. SEPA Requirements. Additional or specific tree retention may be required as [SEPA](#) mitigation in addition to the requirements of this section.

C. Tree Retention Plan Required.

1. A significant tree retention plan shall be submitted to the Community Economic and Development Department for any [project permit](#), except [building](#) permits that do not increase the footprint of a [building](#). The plans shall be submitted according to the requirements of the application form provided by the Community Economic and Development Department.

2. The [Director](#) shall review and may approve, approve with modifications, or deny a tree retention plan subject to the provisions of this section.

3. A significant tree permit is required for the removal of any significant tree unless specifically exempted within this section.

D. Permit/Plan Requirements. Any [project permit](#), except [building](#) permits that do not increase the footprint of a [building](#) shall identify, preserve, and replace significant trees in accordance with the following:

1. Submit a tree retention plan that consists of a tree survey that identifies the location, size and species of all significant trees on a site and any trees over three (3) inches in diameter at four and one-half (4.5) feet above ground level that will be retained on the site.

- a. The tree survey may be conducted by a method that locates individual significant trees, or
- b. Where site conditions prohibit physical survey of the property, standard timber cruising methods may be used to reflect general locations, numbers and groupings of significant trees.

2. The tree retention plan shall also show the location, species, and dripline of each significant tree that is intended to qualify for retention credit, and identify the significant trees that are proposed to be retained, and those that are designated to be removed.

3. The [applicant](#) shall demonstrate on the tree retention plan those tree protection techniques intended to be utilized during land [alteration](#) and construction in order to provide for the continued healthy life of retained significant trees.

4. If tree retention and/or landscape plans are required, no clearing, grading or disturbance of vegetation shall be allowed on the site until approval of such plans by the City.

E. Construction Requirements.

1. An area free of disturbance, corresponding to the dripline of the significant tree's canopy, shall be identified and protected during the construction stage with a temporary three (3) foot high chain-link or plastic net fence. No impervious surfaces, fill, excavation, storage of construction materials, or parking of vehicles shall be [permitted](#) within the area defined by such fencing.

2. At [Director](#)'s sole discretion, a protective tree well may be required to be constructed if the grade level within ten (10) feet of the dripline around the tree is to be raised or lowered. The inside diameter of the well shall be at least equal to the diameter of the tree spread dripline, plus at least five (5) feet of additional diameter.

3. The Director may approve use of alternate tree protection techniques if the trees will be protected to an equal or greater degree than by the techniques listed above. Alternative techniques must be approved by a registered landscape architect, certified nursery professional or certified arborist, with review and concurrence by the City.

4. If any significant tree that has been specifically designated to be retained in the tree preservation plan dies or is removed within five (5) years of the development of the site, then the significant tree shall be replaced pursuant to subsection (G) of this section.

F. Maximum Tree Removal on Developed Properties. Existing single-family lots: Single-family homeowners may remove significant trees without a permit based on the following:

**Maximum Tree Removal on Existing Single-Family Lots without a Permit**

<u>Lot</u> Size	Maximum number of significant trees allowed to be removed in 1 year without a permit	Maximum number of significant trees allowed to be removed in 5 years without a permit
<u>Lots</u> up to 17,000 sq. ft.	N/A	N/A
<u>Lots</u> 17,001 to 30,000 sq. ft.	2	4
<u>Lots</u> 30,001 sq. ft. or greater	4	8

G. Replacement. When a significant tree subject to this section cannot be retained, the tree shall be replaced as a condition for the removal of the significant tree, in accordance with the following:

1. On-Site Replacement.
  - a. Significant trees shall be replaced at a ratio of two to one (2:1) of the total diameter inches of all replacement trees to the diameter inches of all the significant trees removed.
  - b. Replacement trees shall be no smaller than three (3) inches in diameter at six (6) inches above ground;
  - c. Existing healthy trees anywhere on the site which are retained to support the remaining significant trees can be counted against the on-site replacement requirements on a one to one (1:1) basis of the total diameter inches of all replacement trees removed, provided it meets the following criteria:
    - i. The tree does not present a safety hazard; and
    - ii. The tree is between three (3) and nine (9) inches in diameter at four and one-half (4.5) feet above ground.
  
2. Each significant tree that is located interior to the twenty (20) foot perimeter area, and which is in excess of the fifty (50) percent of significant trees that are required to be retained, may be credited towards replacement on a one and one-half to one (1.5:1) basis of the total diameter inches for any perimeter trees required to be removed for development, provided the

interior tree is between nine (9) inches and twenty-four (24) inches in diameter for evergreen trees, or between nine (9) inches and thirty (30) inches in diameter for deciduous trees.

3. Each significant tree that is located interior to the twenty (20) foot perimeter area, and which is in excess of the fifty (50) percent of significant trees that are required to be retained, may be credited towards replacement on a two to one (2:1) basis of the total diameter inches for any perimeter trees required to be removed for development, provided it meets one of the following criteria:

- a. The tree exceeds sixty (60) feet in height, or twenty-four (24) inches in diameter for evergreen trees, or thirty (30) inches in diameter for deciduous trees.
- b. The tree is located in a grouping of at least five (5) other significant trees with canopies that touch or overlap.
- c. The tree provides energy savings, through wind protection or summer shading, as a result of its location relative to [buildings](#).
- d. The tree belongs to a unique or unusual species.
- e. The tree is located within twenty-five (25) feet of any critical area or required critical area buffers.
- f. The tree is eighteen (18) inches in diameter or greater and is identified as providing valuable wildlife habitat.

4. Off-Site Replacement. When the required number of significant trees cannot be physically retained or replaced on site, the [applicant](#) may have the option of:

- a. The planting of the required replacement trees at locations approved by the [Director](#) throughout the City. Plantings shall be completed prior to completion of the [project permit](#) requiring tree replacement.
- b. Payment in lieu of replacement may be made to the City Tree Fund for planting of trees in other areas of the City. The payment of an amount equivalent to the estimated cost of buying and planting the trees that would otherwise have been required to be planted on site, as determined by the City's Tree Replacement Cost Schedule. Payment in lieu of planting trees on site shall be made at the time of the issuance of any [building](#) permit for the property or completion of the [project permit](#) requiring the tree replacement, whichever occurs first.

H. Trimming. Trimming of tree limbs and branches for purposes of vegetation management is [permitted](#), provided the trimming does not cause the tree to be a safety hazard. [Ord. 726 § 2 (Exh. B), 2019.]

#### **18A.70.330 City Tree Fund.**

A. Funding Sources. All civil penalties received under this chapter and all money received pursuant to Chapter [14.02 LMC](#), Environmental Rules and Procedures, shall be used for the purposes set forth in this section. In addition, the following sources may be used for the purposes set forth in this section:

1. Agreed-upon restoration payments or settlements in lieu of penalties;
2. Donations and grants for tree purposes;
3. Other moneys allocated by the City Council.

B. Funding Purposes. The City shall [use](#) money received pursuant to this section for the following purposes:

1. Acquiring, maintaining, and preserving wooded areas within the City;
2. Planting and maintaining trees within the City;

3. Establishment of a holding public tree nursery;
4. Urban forestry education;
5. Implementation of a tree canopy monitoring program;
6. Scientific research; or
7. Other purposes relating to trees as determined by the City Council. [Ord. 726 § 2 (Exh. B), 2019.]

**2022-02 Update of Tillicum Neighborhood Plan and Tillicum Center of Local Importance (CoLI)**

*Amendments to the following Comprehensive Plan and related LMC text and maps will be presented to the Planning Commission after the City Council takes action to include it in the approved 2022 Comprehensive Plan amendment docket.*

**1.4.1 Controlling Sprawl**

\* \* \*

- Targeted residential growth in specific neighborhoods.

A number of residential areas will be rejuvenated as high-density neighborhoods supported by public open space, neighborhood commercial centers, and other amenities, including the portions of the Springbrook neighborhood shown in Figure 2.9, the Custer neighborhood in north central Lakewood, the northern portion of Tillicum, the Downtown Subarea, and the Lakewood Station District Subarea.

- Focused investment.

Public investment will be focused on the areas of the city where major change is desired such as the City’s Downtown Subarea, coterminous with the designated Regional Growth Center. Spending will be prioritized to achieve the coherent set of goals established in this plan. As required by law, capital expenditure will be consistent with the comprehensive plan, providing a rational basis for fiscal decision-making. Specifically, public investment will be tied to growth; thus, areas targeted for increased housing and employment density will have top priority for City spending. The City has spent over \$24 million on projects in the Springbrook, Woodbrook and Tillicum areas since 2004, including extension of sanitary sewer service to Tillicum and Woodbrook, extension of water service to Springbrook, and substantial roadway improvements in these areas.

\* \* \*

**1.5 How Will this Plan Be Used?**

Following adoption in 2000, this Comprehensive Plan was implemented in large part through adoption of a number of programs, plans, and codes. Some of these additional documents include:

- A zoning code that is consistent with the Comprehensive Plan land use designations;
- Sub-area, corridor, and gateway plans for specific portions of Lakewood. Sub-area plans have been prepared for Tillicum and the Woodbrook Industrial Park;

\* \* \*

**1.6.7 Regional Planning Policies**

In addition to the GMA, this plan is required to comply with VISION 2050, the multi-county policies, and Pierce County's County-Wide Planning Policies (CWPP). This plan shares many of the VISION 2050 goals, especially expanding housing choice and increasing job opportunities for community residents. Urban scale neighborhood redevelopment proposed for: the Downtown Subarea; the Lakewood Station District Subarea; portions of Springbrook; Tillicum; and elsewhere exemplifies the type of urban growth envisioned by these regional policies. Numerous other features, including

improved pedestrian and bicycle networks, compact urban design types, and balanced employment and housing, further demonstrate this consistency. The goals and policies comprising Lakewood's Comprehensive Plan also reflect the emphasis of each of the major CWPP issue areas. In particular, the Future Land-Use Map is based on the CWPP's land-use principles. This is reiterated in the corresponding goals and policies associated with the map, which comprise the land-use chapter.

\* \* \*

## **1.7 2015 Update**

\* \* \*

In 2014 the City designated eight (8) Centers of Local Importance (COLIs). These COLIs were adopted in Section 2.5 (Land Use Maps chapter) of this comprehensive plan. Centers of Local Importance are designated in order to focus development and funding to areas that are important to the local community. Residential COLIs are intended to promote compact, pedestrian oriented development with a mix of uses, proximity to diverse services, and a variety of appropriate housing options. COLIs may also be used to identify established industrial areas. The Centers of Local Importance identified for the City of Lakewood include:

- A. Tillicum
- B. Fort Steilacoom/Oakbrook
- C. Custer Road
- D. Lakewood Industrial Park/CPTC
- E. South Tacoma Way
- F. Springbrook
- G. Woodbrook
- H. Lake City West

\* \* \*

## **2.5 Centers of Local Importance**

\* \* \*

### **2.5.1 Tillicum**

The community of Tillicum, Figure 2.4, is designated as a CoLI based on its characteristics as a compact, walkable community with its own unique identity and character. The area is located just outside the main gates of both Joint Base Lewis-McChord (JBLM) and Camp Murray National Guard Base ("Camp Murray"). The area is geographically isolated from the rest of Lakewood because of inadequate street connections. The only practical access to the area is provided by I-5. This center provides a sense of place and serves as a gathering point for both neighborhood residents and the larger region with regard to the resources it provides for Camp Murray, JBLM, and access to American Lake.

The Tillicum area includes many of the design features for a Center of Local Importance (CoLI) as described in CWPP UGA-50, including:

- Civic services including the Tillicum Community Center, Tillicum Elementary School, a fire station, JBLM and Camp Murray, the Tillicum Youth and Family Center, and several veterans

service providers;

- Commercial properties along Union Ave. SW that serve highway traffic from I-5, personnel from JBLM and Camp Murray, and local residents;
- Recreational facilities including Harry Todd Park, Bills Boathouse Marina, the Commencement Bay Rowing Club, and a WDFW boat launch facility that attracts boaters from around the region;
- Historic resources including Thornewood Castle. Much of the area was developed between 1908 and the 1940s. The street pattern around Harry Todd Park reflects the alignment of a trolley line that served the area in the early 1900's;
- Approximately 62 acres partially developed with, and zoned for, multi-family residential uses; and
- The Tillicum area is subject to specific treatment in the Comprehensive Plan (Section 3.10, Goal LU-52, LU-53 and Policies LU-53.1 through LU-53.4.) Additionally, the City adopted the Tillicum Neighborhood Plan in June 2011.

\* \* \*





**Figure 2.4**  
**Tillicum Center of Local Importance**

\* \* \*

### 3.2.9 Housing Resources

\* \* \*

#### B. Other Lakewood Support for Housing

Lakewood continues to partner with many organizations providing and improving housing. Lakewood’s partnership with Tacoma-Pierce County Habitat for Humanity has increased homeownership opportunities for low-income households through new construction and housing rehabilitation. Partners with Habitat, including the City of Lakewood and Rebuilding Together South Sound, work together with limited funding and broad community support, including student volunteers, to provide much-needed housing. In the Tillicum neighborhood alone, Habitat is in the process of constructing 31 new affordable single family residences. The addition of these units constitutes a 21% increase in owner-occupied residences in census tract 72000. Lakewood has also provided financial support for rehabilitation and improvements of properties through various non-profit organizations such as Rebuilding Together South Sound, in addition to properties owned by Network Tacoma, Living Access Support Alliance, and the Pierce County Housing Authority.

\* \* \*

- LU-2.8 Continue to provide technical assistance for redevelopment of land in Lake City, Lakeview, Springbrook, Tillicum, and lands located in the City’s residential target areas (RTAs) and senior overlay.

\* \* \*

#### 3.10 Isolated Areas

Lakewood has three significant areas that are geographically isolated from the rest of the City: Springbrook, Woodbrook, and Tillicum. The first two are separated from the rest of the City by I-5 and are bordered on several sides by fenced military installations. The third is geographically contiguous to other parts of the City, but there are no direct road connections between Tillicum and other Lakewood neighborhoods.

As a result of this isolation, all three neighborhoods exhibit signs of neglect. Historically, both Woodbrook and Tillicum lack sewer systems. Beginning in June 2009, sewer trunk lines were installed in parts of both communities. Figure 3.12 shows the locations of major trunk lines in Lakewood-proper. Figure 3.13 shows the recently constructed sewer lines in Tillicum and Woodbrook. A small percentage of the Woodbrook properties and about one half of the Tillicum properties are connected, respectively, to sewers. It is the City’s policy to connect all properties located within these neighborhoods to sewers based on available funding.

Most property is old, run down, and undervalued. Springbrook is dominated by a chaotic assortment of land uses arranged according to a dysfunctional street pattern. Despite relatively high-density housing, Springbrook’s residents lack schools, or even basic commercial services. Given the multitude of crime and health problems plaguing these areas, unique approaches are needed for each neighborhood and are presented in the goals and policies below. Springbrook has a designated residential Center of Local Importance (CoLI), discussed in Section 2.5.6 and shown in Figure 2.9. The City Council also rezoned a number of Springbrook parcels outside of the CoLI to Industrial Business Park in 2020.

Additional recommendations for Tillicum are included in Chapter 4, while Chapter 5 addresses economic development in Woodbrook.

**GOAL LU-51:** Minimize the impacts of geographic isolation of the Tillicum, Springbrook, and Woodbrook areas and focus capital improvements there to upgrade the public environment.

Policies:

LU-51.1: Provide for commercial and service uses for the daily needs of the residents within the neighborhoods.

LU-51.2: Support the expansion of recreation and open space.

LU-51.3: Provide pedestrian and bicycle paths within the neighborhoods and which connect to other neighborhoods.

**GOAL LU-52:** Improve the quality of life for residents of Tillicum.

Policies:

LU-52.1: Enhance the physical environment of Tillicum through improvements to sidewalks, pedestrian-oriented lighting, street trees, and other pedestrian amenities.

LU-52.2: Promote integration of Tillicum with the American Lake shoreline through improved physical connections, protected view corridors, trails, and additional designated parks and open space.

LU-52.3: Identify additional opportunities to provide public access to American Lake within Tillicum.

LU-52.4: Seek a method of providing alternate connection between Tillicum and the northern part of the City besides I-5.

LU-52.5: Implement and as necessary update the Tillicum Community Plan.

## **4.0 URBAN DESIGN AND COMMUNITY CHARACTER**

### **4.1 Introduction**

\* \* \*

The three urban design focus areas that are singled out for special attention are: the Downtown Subarea, Lakewood Station District Subarea, and Tillicum. These three focus areas are crucial to the city's image and are parts of the city where substantial change is planned that will create a rich mixture of land uses in a pedestrian oriented environment. To achieve this level of change, substantial public investment and standards for private development will be needed.

\* \* \*

### **4.4 Citywide Urban Design Framework Plan**

\* \* \*

Activity Nodes: Activity nodes are key destinations that attract human activity such as employment, shopping, civic functions, and public open spaces such as parks. These areas are usually memorable places in the minds of residents. No attempt was made to identify activity nodes in the framework plan, as they are widespread and varied in nature. However, among the most prominent are the

three identified as urban design focus areas (the Central Business District, Lakewood Station, and Tillicum) which are shown on Figure 4.1, and discussed in depth in Section 4.5. Activity nodes should be distributed to provide residents with access to personal services and groceries within reasonable walking/biking distance in their own neighborhoods.

\* \* \*

## 4.5 Focus Area Urban Design Plans

Three areas of the city were selected for a focused review of urban design needs: the Downtown, the Lakewood Station District, and Tillicum. These areas were singled out for their prominence, for the degree of anticipated change, and for the rich mixture of land uses within a limited space, calling for a higher level of urban design treatment. Each area is discussed in terms of a vision for that area, its needs, and proposed actions to fulfill those needs and realize the vision. A graphic that places those identified needs and proposed actions in context accompanies the discussion.

\* \* \*

### 4.5.2 Tillicum

The Tillicum neighborhood functions as a separate small village within Lakewood. Accessible only by freeway ramps at the north and south end of the area, it has its own commercial sector; moderately dense residential development; and an elementary school, library, and park. Tillicum is a very walkable neighborhood with a tight street grid and relatively low speed traffic. Harry Todd Park is one of the largest City-owned parks, and Tillicum is one of the few neighborhoods in the city with public waterfront access.

In public meetings discussing alternative plans for the city, Tillicum emerged as a neighborhood viewed as having significant potential for residential growth over the next 20 years. With a traditional street grid, significant public open space and lake access, and strong regional transportation connections, there is a major opportunity for Tillicum to evolve into a more urban, pedestrian and bicycle-oriented community. This is further enhanced by the long-range potential for a commuter rail station and new highway connection to the east.

Because of recent extension of sewer service to the area, the development of multi-family housing in Tillicum is now possible. In addition to sewer development, there are other actions the City can take in support of the development of multi-family housing in Tillicum including: development of a long-range plan for Harry Todd Park and implementation of specific improvements to expand sewer capacity;

- development of a pedestrian connection between the park and commercial district along Maple Street, with sidewalks, curb ramps, crosswalks, lighting, and other improvements;
- improvements at the I-5 interchanges to create attractive, welcoming gateways; and
- a pedestrian/bikeway easement north along the railroad or through the country club to other portions of Lakewood.

The proposal by Amtrak to locate high-speed passenger rail service through the area (the Point Defiance Bypass project) will result in significant modifications to the freeway interchanges in

Tillicum. These modifications should be designed in conjunction with improvements to I-5 to address congestion.

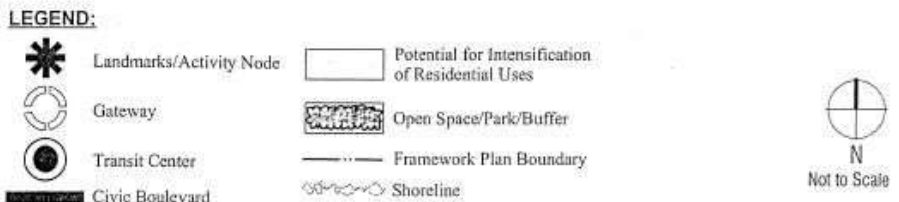
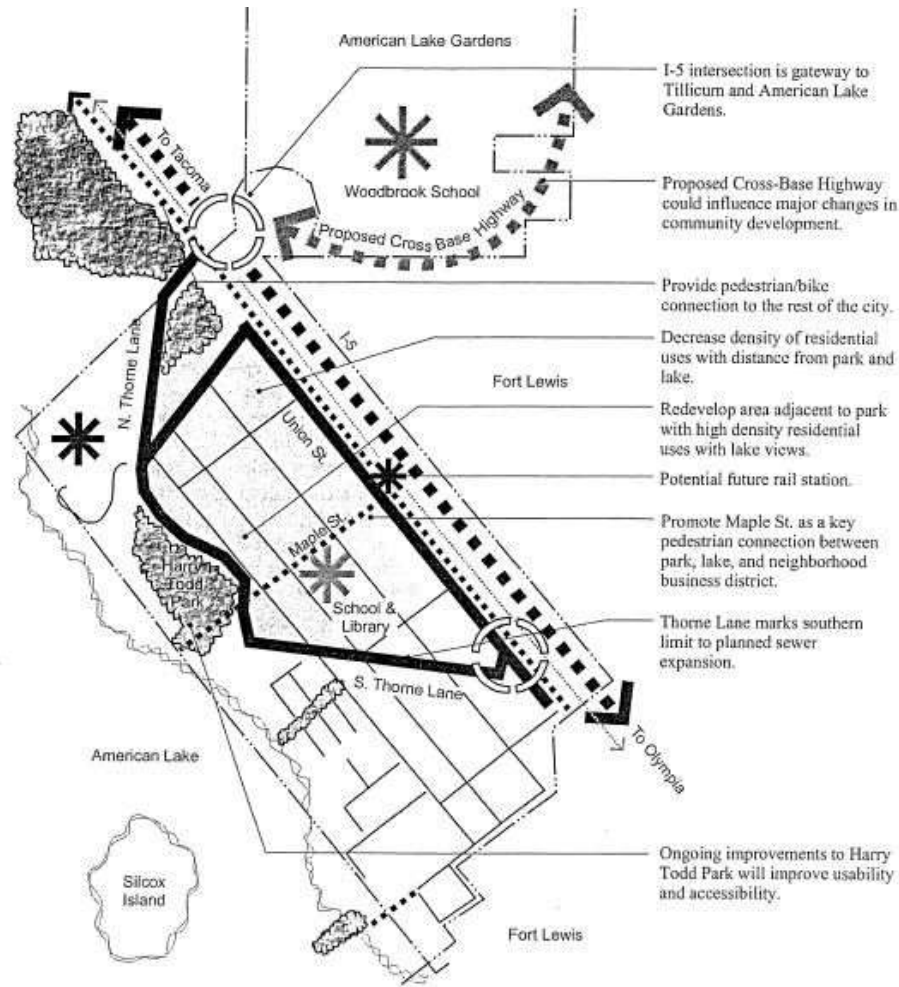
The urban design framework plan for Tillicum is shown in Figure 4.4. Some of the specific urban design actions which could be undertaken in Tillicum include:

Landmark/Activity Nodes: The northern entrance into Tillicum, as well as the only entrance into Woodbrook, is at the Thorne Lane overpass and I-5. It would be improved as a civic gateway, with landscaping, road improvements, signage, and other elements as needed. This interchange may be significantly redesigned in conjunction with the Point Defiance Bypass and I-5 congestion management projects.

Civic Boulevards: As the main entrance road into Tillicum and the perimeter road embracing multi-family development, Thorne Lane would be improved as a civic boulevard. Development intensification in Tillicum would occur east of Thorne Lane, with W. Thorne Lane marking the initial southern boundary of the sewer extension to keep costs in check. Potential improvements of Union Street in support of commercial functions would include such elements as pedestrian improvements, parking, landscaping, lighting, and other functional items. Long-range planning would also identify site requirements for the planned future commuter rail stop and propose a strategy to fulfill this need.

Green Streets: Maple Street would be improved as a green street to provide a pedestrian-oriented connection between American Lake and Harry Todd Park at one end, and the commercial district/future rail station at the other. In between, it would also serve the school and the library. It would serve as a natural spine, gathering pedestrian traffic from the surrounding blocks of multi-family housing and providing safe access to recreation, shopping, and public transportation.

Open Space: Harry Todd Park would be improved by upgrading existing recreation facilities and constructing additional day use facilities such as picnic shelters and restrooms. A local connection between Tillicum and the Ponders Corner area could be built along an easement granted by various landowners, principally the Tacoma Country and Golf Club and Sound Transit/ Burlington Northern Railroad.



SOURCE: EDAW, Inc. 1999.

**Figure 4.4**  
**Urban Design Framework**  
**for Tillicum**

\*\*\*

**GOAL UD-10:** Promote the evolution of Tillicum into a vital higher density pedestrian-oriented neighborhood through application of urban design principles.

- Policies:**
- UD-10.1: Identify opportunities for additional public/semi-public green space in Tillicum.
  - UD-10.2: Provide opportunities for pedestrian and bicycle connections from Tillicum to other portions of Lakewood.

UD-10.3: Improve identified civic boulevards, gateways, and green streets within Tillicum to provide a unifying and distinctive character.

**GOAL UD-11:** Reduce crime and improve public safety through site design and urban design.

Policies:

UD-11.1: Reduce crime opportunities through the application of crime prevention through environmental design (CPTED) principles.

UD-11.2: Consolidate parking lot access onto major arterials where appropriate to promote public safety.

**GOAL UD-12:** Facilitate implementation of gateway enhancement programs in Tillicum, Springbrook, and Woodbrook .

Policies:

UD-12.1: Establish a program to design and implement a gateway enhancement plan at the entrances to each neighborhood.

UD-12.2: Work with private and public property owners and organizations to create and implement the gateway plans.

UD-12.3: Work with the WSDOT or successor agency to facilitate the future incorporation of sound barriers adjacent to these communities along I-5 to reduce noise impacts to residential areas.

\* \* \*

**GOAL ED-5:** Promote the revitalization/redevelopment of the following areas within Lakewood:

- 1) the Downtown Subarea;
- 2) the South Tacoma Way & Pacific Highway Corridors;
- 3) Springbrook;
- 4) Tillicum/Woodbrook;
- 5) the Lakewood Station District Subarea; and
- 6) Lake City.

Policies:

ED-5.1: Where appropriate, develop and maintain public-private partnerships for revitalization.

ED-5.2: Pursue regional capital improvement opportunities within these specific areas.

\* \* \*

ED-5.5: Continue existing programs to expand sewers throughout Tillicum and Woodbrook.

\* \* \*

ED-5.12: Promote single family development in Lake City and Tillicum.

\* \* \*

**GOAL U-8:** Ensure that new growth is served by sewers, and pursue a citywide system to eliminate current service deficits.

Policies:

U-8.1: Ensure that public sewage treatment and collection systems are installed and available for use coincident with new development.

U-8.2: Continue current efforts to extend sewers throughout all of Woodbrook and Tillicum.

U-8.3: Encourage extension of sewer service to Woodbrook and portions of Tillicum slated for density increases or changes in use consistent with the adopted Comprehensive Plan Future Land Use Map (see Policy LU-62.5).

U-8.4 Enforce Ordinance No. 530, requiring sewer mandatory sewer connections throughout the city.

\* \* \*

## **8.2 Library Services**

**GOAL PS-13:** Ensure that high quality library services are available to Lakewood residents.

\* \* \*

PS-13-8: Continue and expand bookmobile services to underserved and/or isolated areas such as Springbrook, Tillicum, and Woodbrook.

\* \* \*

### **Land-Use Implementation Strategies**

\* \* \*

**11.3.12** Continue with redevelopment efforts in Tillicum and the preparation of development regulations and design standards as described in the Tillicum Neighborhood Plan originally adopted in June 2011 and updated thereafter.

\* \* \*

### **Transportation Implementation Strategies**

\* \* \*

- Provide local support for the construction of a Sounder Station in Tillicum. The station could also serve as an Amtrak station if Amtrak service is added to the Sound Transit rail line.



**2011 Tillicum Neighborhood Plan**

The Plan is available online at:

[https://cityoflakewood.us/wp-content/uploads/2018/06/tillicum\\_plan\\_smaller.pdf](https://cityoflakewood.us/wp-content/uploads/2018/06/tillicum_plan_smaller.pdf)

## **2022-03          Review and update of Housing Chapter and related amendments to LMC Title 18A development regulations**

*Amendments to the following Comprehensive Plan and related LMC text and maps will be presented to the Planning Commission after the City Council takes action to include it in the approved 2022 Comprehensive Plan amendment docket.*

### **3.2      Residential Lands and Housing**

Housing is a central issue in every community, and it plays a major role in Lakewood's comprehensive plan. The community's housing needs must be balanced with maintaining the established quality of certain neighborhoods and with achieving a variety of other goals related to transportation, utilities, and the environment. There are a number of considerations related to housing in Lakewood:

Impact of Military Bases: Historically, the market demand for affordable housing for military personnel stationed at Joint Base Lewis McChord (JBLM) has had a major impact on Lakewood, and appears to be a major factor in understanding the presence of a large number of apartments in the city. Many of the retired homeowners now living in the community were once stationed at JBLM.

Lakefront Property: The opportunity to build higher valued homes in a desirable setting on the shores of the City's lakes has provided Lakewood with its share of higher-income families, and some of its oldest, most established neighborhoods. As Lakewood's population grows, redevelopment in these areas via Planned Development Districts (PDDs) may occur.

City of Tacoma: Lakewood has been a bedroom community for Tacoma. The City's proximity to Tacoma has positioned it as a primary location for post-World War II tract housing.

Rental Housing: Forty-four percent of Lakewood's occupied housing units are now rentals. Two trends are at work that combine to make rental housing predominant. First, an abundance of apartment construction prior to incorporation, and, again, the presence of JBLM.

Land Availability: In preparing the comprehensive plan, the City analyzed the development capacity of residential land based on the official land-use map. The capacity analysis considered present use, development limitations, market factors, and current land valuations.

Only undeveloped (vacant) or very underdeveloped properties were considered. If actual buildout matches this analysis, the added units will meet the growth forecast level adopted by the City. There is adequate land currently planned for multi-family use. To achieve growth targets, infill development on vacant or underutilized properties will be required. In areas well-served by transportation, public transit, and neighborhood business centers, new housing at higher densities will be encouraged to expand housing choices to a variety of income levels and meet growth targets.

Housing Affordability: The GMA calls for jurisdictions to provide opportunities for the provision of affordable housing to all economic segments of the population. Pierce County has established "fair share" allocations for affordable housing based on the 2010 census. Each city within the County is expected to accommodate a certain portion of the County's affordable housing needs. The City has developed and possesses a number of tools and programs that help provide housing resources to low-income residents.

Residential lands and housing are addressed in the following sections.

### 3.2.1 Housing Overview

Lakewood possesses diverse incomes and housing stock with a wide range of unit types and prices. This includes large residential estate properties, single-family homes of all sizes, older single-family homes and flats, some townhouses, semi-attached houses, low- and mid-rise apartments and high-density apartments scattered throughout the City.

The Housing Element is based on an assessment of Lakewood's current demographics and existing housing stock. It also responds to the State's Growth Management Act (GMA), to the Pierce County Countywide Planning Policies (CWPP), and to other elements of the Comprehensive Plan. Along with the residential sections of the Land Use Element, the Housing Element considers how Lakewood will accommodate its share of projected regional growth and how it will provide housing for all economic segments of its population. It provides a framework for addressing the housing needs of current and future residents. Finally, it serves as a guide for protecting and enhancing the quality of life in residential areas.

### 3.2.2 State and Regional Planning Context

Housing is one of the 13 major goals of the Washington State Growth Management Act (GMA). The GMA housing goal is to:

*"Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities, and housing types, and encourage preservation of existing housing stock."*

By GMA mandate, the Housing Element must include:

1. An inventory and analysis of existing and projected housing needs.
2. A statement of goals, policies, and objectives for the preservation, improvement and development of housing.
3. An analysis that identifies sufficient land for housing, including, but not limited to government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and special needs housing.
4. An analysis that makes adequate provisions for existing and projected needs of all economic segments of the community.

GMA directs that the "plan shall be an internally consistent document." The policies of one element cannot conflict with those of another element. The policy decisions made in each element may either be affected by or direct the other elements. The various elements address housing issues in the following ways.

Land Use Element

Directs where housing locates, its density, and the purpose and character of various land use designations.

Housing Element

Define the types of housing, provide a strategy for addressing the affordability of housing, and a policy foundation for reaching citywide housing objectives.

Utilities Element	Influences the location of housing, costs, timing of development.
Transportation Element	Influences access to housing, jobs, and services.
Capital Facilities Element	Influences services, quality of life, timing of development

Amendments to the GMA in 1991 require cities and counties to jointly develop countywide housing policies. Pierce County’s Countywide Planning Policies, developed by the Growth Management Coordinating Committee, responded to this by establishing a policy that at a minimum of 25% of the growth population allocation be satisfied through the provision for affordable housing. Affordable housing is defined as housing affordable to households earning up to 80 percent of the countywide median income. The current CPP does not set low-income and affordable housing unit growth targets.

### 3.2.3 Countywide Policies

The CWPPs, required by GMA, both confirm and supplement the GMA. The CWPPs for affordable housing promote a “rational and equitable” distribution of affordable housing. They require that jurisdictions do the following regarding housing:

- Determine the extent of the need for housing for all economic segments of the population, both existing and projected for each jurisdiction within the planning period.
- Explore and identify opportunities to reutilize and redevelop existing parcels where rehabilitation of the buildings is not cost-effective, provided the same is consistent with the countywide policy on historic, archaeological, and cultural preservation.
- Encourage the availability of affordable housing to all economic segments of the population for each jurisdiction with a goal that at a minimum of 25% of the growth population allocation is satisfied through affordable housing.
- Establish an organization within Pierce County that would coordinate the long-term housing needs of the region. This organization would focus its efforts on planning, design, development, funding, and housing management.
- Jurisdictions should plan to meet their affordable and moderate-income housing needs goal by utilizing a range of strategies that will result in the preservation of existing, and production of new, affordable and moderate-income housing that is safe and healthy.
- Maximize available local, state, and federal funding opportunities and private resources in the development of affordable housing for households.
- Explore and identify opportunities to reduce land costs for non-profit and for-profit developers to build affordable housing.
- Periodically monitor and assess Lakewood’s housing needs to accommodate its 20-year population allocation.

The CWPPs also suggest local actions to encourage development of affordable housing. These may include, but are not limited to, providing sufficient land zoned for higher housing densities, revision of development standards and permitting procedures, reviewing codes for redundancies and inconsistencies, and providing opportunities for a range of housing types.

### **3.2.4 Goals Summary**

The Housing Element includes five broad goals. Each goal is explained below, along with related information on Lakewood's population, housing stock, and housing growth capacity. Following the discussion is a list of Housing Element objectives and policies. The objectives provide a framework for guiding city actions and housing unit growth, and each objective responds to several goals. The policies that follow each objective further shape and guide City actions and development regulations.

Lakewood's Housing Element goals are:

- 3.2.4.1** Ensure sufficient land capacity to accommodate the existing and future housing needs of the community, including Lakewood's share of forecasted regional growth.
- 3.2.4.2** Ensure that housing exists for all economic segments of Lakewood's population.
- 3.2.4.3** Ensure that there are housing opportunities for people with special needs, such as seniors, people with chronic disabilities, and the homeless.
- 3.2.4.4** Maintain, protect, and enhance the quality of life of Lakewood's residents.
- 3.2.4.5** Recognize relocation issues brought about by demolition or conversion to another use.

### **3.2.5 Background on Lakewood's Population and Housing Capacity**

GMA requires jurisdictions to show zoned land capacity for their targeted number of new housing units. This capacity includes land that is available for new development, redevelopment, or infill development.

In 1996, Lakewood's incorporation population was established by OFM to be 62,786. With the adoption of Lakewood's Comprehensive Plan in 2000, a residential land capacity analysis was prepared based on the residential densities established in the Official Land Use Map and implementing land use and development regulations. The 20-year capacity analysis provided for a population growth of 17,500, and 7,107 new residential uses. Thus, Lakewood's planning horizon could accommodate 75,711 people and a total of 32,503 housing units.

However, through the 2000 Census, Lakewood was found to have lost population between its incorporation and the 2000 Census. The federal Census Bureau and OFM had overestimated Lakewood's initial population. As is done yearly for the purpose of allocating of certain state revenues, this estimate is adjusted for each jurisdiction in the state based OFM forecasts. Although Lakewood's yearly OFM estimate had grown considerably by 2000, following the 2000 Census and adjustments after the City requested review, Lakewood's 2000 population was established at 58,293 – considerably lower than the incorporation population. The background information upon which Lakewood's initial Comprehensive Plan was based had assumed a higher population than was later established via the Census.

In the last major update to the City’s comprehensive plan, Lakewood’s April 1, 2004 OFM population was estimated to be 59,010. Capacity analysis of the City’s initial Comprehensive Plan designations adopted in 2000 determined the plan to have a build-out capacity of 17,500 new residents. The most significant change to this number came as an outcome of the 2003 amendments to the comprehensive plan, which resulted in 3,962 in lost population capacity due to the redesignations/rezoning. That resulted in an adjusted build-out population of 13,538, or a total population of 72,548 by the year 2020.

In November 2007, OFM published a series of GMA population projections, and thereafter, the Puget Sound Regional Council (PSRC) adopted VISION 2040 in May 2008. A review process of population allocations was initiated by the Pierce County Growth Management Coordinating Committee (GMCC), and the Pierce County Regional Council (PCRC). Recommendations on changes to population, housing, and employment targets were submitted to the Pierce County Council.

The Pierce County Council has since adopted Ordinance No. 2017-24s, establishing target and employment growth for all Pierce County cities. Lakewood’s 2030 population was set at 72,000. However, the City has not materially changed its residential density patterns since adoption of the City’s first Comprehensive Plan in 2000.

With the adoption of VISION 2050 in May 2020 and subsequent updates to the Countywide Planning Policies and Lakewood’s housing and population targets by Pierce County, Lakewood will need to plan for additional housing growth and use tools and techniques such as Planned Development Districts to increase density.

**3.2.6 Lakewood’s 2030 Housing Capacity**

In 2014, Pierce County Planning and Land Services prepared a capacity analysis for Lakewood based on their buildable lands methodology. That model is based on existing land inventories, and a calculation of underutilized parcels based on transportation and land use demand. The accompanying map, Figure 3.1, which originates from the Pierce County 2014 Buildable Lands Report, identifies vacant, vacant single family, and underutilized properties. The analysis shows that by 2030, Lakewood would need to provide 9,565 new housing units. The data is described in Table 3.1. Current “built-in” capacity based on existing zoning densities and shown in Table 3.2 shows a new housing unit capacity of 12,563.

<b>Table 3.1 City of Lakewood: Housing Unit Needs</b>				
<b>2010 Housing Units</b>	<b>2030 Housing Units Needed</b>	<b>Additional Housing Needed ('10-'30)</b>	<b>Plus Displaced Units</b>	<b>Total Housing Units Needed</b>
26,548	34,284	7,736	1,829	9,543

2010 Census; Pierce County Ordinance No. 2011-36s

**Table 3.2 City of Lakewood: Housing Unit Capacity**

<b>Zoning District</b>	<b>Adjusted Net Acres</b>	<b>Assumed Density</b>	<b>Unit Capacity</b>	<b>Plus 1 Dwelling Unit per Vacant (single-unit) Lot</b>	<b>Housing Capacity</b>
R-1	47.97	1.45	70	3	73

R-2	132.76	2.2	292	12	304
R-3	376.08	4.8	1,805	43	1,848
R-4	71.28	6.4	456	5	461
MR-1	21.65	8.7	188	0	188
MR-2	60.65	14.6	885	3	888
MF-1	46.54	22	1,024	0	1,024
MF-2	67.44	35	2,360	0	2,360
MF-3	31.44	54	1,698	0	1,698
ARC	13.23	15	198	0	198
NC-1	1.59	22	35	2	37
NC-2	15.02	35	526	7	533
TOC	12.78	54	690	0	690
CBD	17.46	54	943	0	2,257 <sup>1</sup>
<b>Total Housing Capacity</b>					12,563 <sup>1</sup>

<sup>1</sup>The total is about four units higher than adding absolute values due to rounding in the Pierce County Buildable Lands Report 2014, upon which much of this analysis is based.

Total population was calculated using data from the 2010 Census. Total population was divided by the number of housing units (58,163/26,548) to calculate persons per unit. That number, 2.19, is then multiplied by housing unit capacity, 10,915 (2.19 x 10,915), to arrive at a population of 23,904. This number is then added to Lakewood's 2010 Census population determination, 58,163 (23,904 + 58,163), to arrive at 82,067 by 2030.

The 2014 analysis demonstrates that the City has sufficient capacity for housing. The capacity of 10,915 units is 1,350 more than the need of 9,565 units. Lakewood, therefore, has adequate residential land available for development to meet the 2030 housing target.

### 3.2.7 Housing Characteristics

#### A. Mix of Unit Types

Table 3.3 describes the number and types of housing units in Lakewood. A substantial share (44%) of the housing in Lakewood is multi-family. This is a larger percentage than in Pierce County (26% multi-family) and Tacoma (36% multi-family). See Table 3.4 for a comparison of multifamily units in other Pierce County communities. Since most multi-family units are rentals, this contributes to a slightly higher share of the population renting in Lakewood than in Tacoma. Still, the majority of housing units were single family (51%), mostly detached units. A small, though important, percentage of units in Lakewood were mobile homes.

<b>Unit Type</b>	<b>No. of Units</b>	<b>% of Units</b>	<b>% of County's</b>
Single Family	13,488	51%	4.1%
Multi-family	11,600	44%	3.6%
Mobile Homes & Other	1,460	5%	< 1%
	26,548	100%	8.2%

Source: 2010 US Census

<b>City</b>	<b>% Multifamily Units</b>
Lakewood	44%
Puyallup	40%
Gig Harbor	39%
University Place	37%
Sumner	36%
Tacoma	35%
Steilacoom	29%
DuPont	26%
Bonney Lake	8%
Incorporated Pierce County	35%
Unincorporated Pierce County	11%
Total Pierce County	25%

Source: 2010 US Census

#### 1. Mobile Homes

The number of mobile homes in Lakewood has declined in recent years. Mobile homes can be an affordable housing option for low income households, both as rentals and as owner-occupied units. However, if not maintained, the condition of the units can easily deteriorate even to the point of being unsafe. Many of Lakewood's mobile homes are in need of substantial repair or are unsuitable for rehabilitation.

The deteriorating condition of mobile homes in Lakewood remains an ongoing concern. Several of the parks are in areas zoned commercial, such as those along Pacific Highway Southwest have been demolished. As property values increase, there will be corresponding pressure to consolidate properties and redevelop. The antiquated condition of many mobile homes will prevent relocation, in addition to the scarcity of available property.

Washington State requires that manufactured homes be allowed in all residential neighborhoods. Rather than centering in mobile home parks, manufactured homes



may be placed on lots in any neighborhood, allowing for an infill of affordable housing, or in new small “mobile home” subdivisions. The units must meet building codes and residential development standards. The City permits manufactured homes in all residential areas (Lakewood Municipal Code 18A.50.180), although many of these areas will still be out of financial reach of current mobile home residents. Still, manufactured housing is a strategy for providing affordable housing as well as preserving existing neighborhood character.

#### B. Owner Occupied Housing Values

Lakewood’s owner occupied housing stock remains affordable. In 2010, the median value for owner occupied housing was \$234,800. This number is slightly higher than Tacoma (\$230,100) and lower than Pierce County (\$251,400) or Washington State (\$272,900).

Lakewood has also enjoyed a lower price growth rate. Between 2000 and 2010, Lakewood’s price growth rate was 59%. Pierce County’s and Tacoma’s price growth rates were 68% and 87%, respectively.

#### C. Housing Age

Lakewood has grown steadily until recently. The fastest growing decades were the 1960s, and the 1970s. This is consistent with Lakewood being a bedroom community and recreational area for those commuting to and from Tacoma. Housing production in the area prior to 1940 was focused in Tacoma and then, as with typical suburban growth patterns, moved to the edges of the city (Tacoma) and areas in the county where land and development costs were lower. A good share (43%) of the current housing in Lakewood was built between 1960 and 1979. Growth was steady through the 1980s and 1990s, but significantly declined in the last 10 years. The decline in growth is representative of Lakewood’s built-out nature and a transition from suburban to urban growth. New development will occur through infill and redevelopment of older properties. The median age of housing in Lakewood is 1973.

##### 1. Condition of Housing

There is no current data available on housing condition in Lakewood. However, the City also is active in funding two programs through the Community Development Block Grants designed to prevent deterioration of housing in Lakewood. The City also inspects for building code violations both pro-actively and based on complaints.

##### 2. Demolitions

Over the past 13 years, a surprising number of demolitions and mobile home park closures have taken place. A total of 576 units have been demolished. The level of demolition shows that redevelopment is occurring, and that slowly, development is aligning with Lakewood’s Comprehensive Plan land use policies. Many of the housing units that were removed were located in Air Corridor zones (the flight path of McChord Field), “I” lands converting into industrial use, or along the I-5 Corridor commercial or industrial zoning districts. In some cases, houses were removed through dangerous building abatement actions.

#### D. Housing Tenure

A large share (49%) of Lakewood housing was rented. Some of this is due to the greater percentage of multi-family housing in Lakewood than the county as a whole (44% multi-family in Lakewood compared to 25% in Pierce County). Tenure in Lakewood is consistent with other cities along the I-5 corridor, which ranged from 42% (Renton) to 50.5% (Everett) renter-occupied units. Other cities renter-occupancy rates were: Lacey 39%, Olympia 48%, Kent 46%, and Federal Way 41%.

E. Household Size in Relation to Ownership

Demographic trends provide an indication of future demand for various unit types. According to the 2010 U.S. Census, average household size in Lakewood is 2.36 persons. Lakewood’s household size is much smaller than Pierce County (2.59) and similar to nearby Tacoma (2.31). Average household size for owner-occupied housing units in 2010 was 2.40 persons. For renters it was 2.33 persons. This shows no material increase in renter-occupied household size of 2.34 in 2000, and in owner-occupied household size, which was 2.43 in 2000.

F. Age of Residents

The 2010 Census estimated that the median age of the population in Washington was 37.3 years. The median age of the population in Lakewood was a little higher at 36.6. Table 3.5 compares median age for Lakewood, Tacoma, Pierce County, and Washington State.

<b>Location</b>	<b>Year</b>		
	<b>1990</b>	<b>2000</b>	<b>2010</b>
<i>Lakewood</i>		35.0	36.6
Tacoma	31.8	33.9	35.1
Pierce County	31.3	34.1	35.9
Washington State	33.1	35.3	37.3

Source: 2010 US Census

The 2010 Census also found that: 14% of Lakewood’s population was of retirement age, a larger percentage than of Tacoma, Pierce County, or Washington State; 61% of the population was working age (20 to 64); and 25% of the population was under the age of 20. Beyond the “Boomer” phenomena, Lakewood has a slightly higher elderly population since it has been a choice retirement community for military retirees.

G. Race/Ethnicity

Lakewood has a very diverse population. Over one-third of residents as of the 2010 census identified themselves as some race other than white alone; and 15% identified themselves as Hispanic.

In recent decades, the census has provided more opportunities for people to describe themselves in terms of race and ethnicity. People are now able to consider the complexity of

their racial or ethnic ancestry which results in a more accurate picture. However, it makes comparison of race and ethnicity from census year to census year problematic. Table 3.6 below provides a breakdown on race and ethnicity in comparison to Tacoma, Pierce County, and Washington.

<b>Race</b>	<b>Location</b>			
	<b>Lakewood</b>	<b>Tacoma</b>	<b>Pierce County</b>	<b>Washington</b>
White	59%	65%	74%	77%
Black/African American	12%	12%	7%	4%
Native (American Indian, Alaska Native, Native Hawaiian/Pacific Islander, etc.)	4%	3%	3%	2%
Asian	9%	8%	6%	7%
One race, other	7%	5%	4%	5%
Two or more Races	9%	8%	7%	5%
Hispanic	15%	11%	9%	11%

Source: 2010 U.S. Census

#### H. Households

There were 24,069 households living in Lakewood at the time of the 2010 census. While the majority (60%) of households in Lakewood consisted of family households, this percentage was lower than in Pierce County and Washington (67% and 64% family households respectively). Lakewood has a greater percentage of non-family households than the county and state. Almost one-third (32%) of all households in Lakewood consisted of people living alone, and 10% of all households consisted of single people aged 65 and over.

Twenty seven percent of all Lakewood households had minor children (under the age of 18) living at home. Almost half (44%) of all family households had minor children living at home. This varied, however, by type of family:

- 36% of married couples had minor children living at home.
- 63% of female family householders with no husband present had minor children living at home.
- 51% of male family householders with no wife present had minor children living at home.

The average size of households in Lakewood was 2.36, a little lower than Tacoma, Pierce County and the state, and consistent with the greater percentage of people living alone in Lakewood than in the county and the state. The declining average household size is a trend experienced nationally. Households are getting smaller for several reasons, including smaller families, childless couples, single parent households, and an increased number of “empty-nesters” as baby boomers age.

## I. Group Quarters

There were 1,544 people living in group quarters in Lakewood at the time of the 2010 census, the most recent data available. This was equal to 2.7% of the total population in Lakewood. Group quarters includes Western State Hospital which is a regional facility serving 19 counties in Washington. There were 794 people counted residing at the psychiatric hospital.

### 3.2.8 Housing for All Economic Segments

GMA requires all jurisdictions to encourage the availability of housing for all economic segments of the population. These economic segments are defined by the State of Washington and the U.S. Department of Housing and Urban Development (HUD) as follows:

- Upper Income Households at 121% of Median Income and above
- Middle Income Households at 80-120% of Median Income
- Low Income Households at 80% or less of Median Income
- Very Low Income Households at 50% or less of Median Income
- Extremely Low Income Households at 30% or below Median Income

HUD also defines the maximum amount that households should have to pay for housing as 30% of total household income. The CPP consider households that earn less than 80% of county median income, to be in need of less expensive housing. The CPP ask all cities to take action to address existing housing needs, and to create affordable housing for expected population growth.

Housing costs are related to development costs, but are also a function of supply and demand, interest rates, and policies at many levels of government. As the vast majority of housing is supplied by the private sector, local governments use regulatory means to influence the supply, unit types, and affordability of new housing. Local regulations with an impact on the cost of housing include subdivision and road requirements, utility policies, development and mitigation fees, building and energy code requirements, and zoning regulations. In addition, overall permit processing time also affects new home prices.

#### A. Affordability of Housing in Lakewood

Housing is considered affordable when the cost of housing plus utilities equals no more than 30% of household income. Escalating housing and utilities costs have forced many households to pay considerably more for housing than is affordable or even feasible. While housing costs have increased regionally, income has not increased at the same rate in recent decades.

Increasing housing costs are especially burdensome for low and moderate income households, many of whom are paying more than 30% of household income for housing and utilities. Even when low income households are able to secure housing meeting the 30% of income affordability guideline, they are strapped to meet other expenses that are also increasing in this economy, such as health care, transportation, education, food, and clothing.

Table 3.7 provides a glimpse of household costs for houses with and without a mortgage and for apartment rentals.

<b>Table 3.7 Housing Costs as a Percentage of Household Income</b>		
<b>Description</b>	<b>Estimate</b>	<b>Percent</b>
<i>Housing Units with a mortgage</i>	6,732	N/A
Less than 20.0 percent	2,161	32.1%
20.0 to 24.9 percent	938	13.9%
25.0 to 29.9 percent	987	14.7%
30.0 to 34.9 percent	672	10.0%
35.0 percent or more	1,974	29.3%
<i>Housing Units without a mortgage</i>	3,970	N/A
Less than 10.0 percent	1,586	39.9%
10.0 to 14.9 percent	761	19.2%
15.0 to 19.9 percent	635	16.0%
20.0 to 24.9 percent	284	7.2%
25.0 to 29.9 percent	174	4.4%
30.0 to 34.9 percent	189	4.8%
35.0 percent or more	341	8.6%
<i>Gross Rent</i>		
Occupied units paying rent	13,207	N/A
Less than \$200	126	1.0%
\$200 to \$299	76	0.6%
\$300 to \$499	505	3.8%
\$500 to \$749	4,854	36.8%
\$750 to \$999	4,484	34.0%
\$1,000 to \$1,499	2,305	17.5%
\$1,500 or more	857	6.5%
<i>Gross Rent as a Percentage of Household Income</i>		
Occupied units paying rent	12,813	N/A
Less than 15.0 percent	1,263	9.9%
15.0 to 19.9 percent	1,433	11.2%
20.0 to 24.9 percent	1,530	11.9%
25.0 to 29.9 percent	1,707	13.3%
30.0 to 34.9 percent	1,028	8.0%
35.0 percent or more	5,853	45.7%

Source: US Census, 2007-2011 American Community Survey

Households with a mortgage, 2,646 or 39.3%, are paying more than 30% for housing. For households without a mortgage, 530 or 13.4% are above the 30% bracket. For renters, the numbers are significantly higher - almost 7,000 households or 53.7% of all renters are paying more than 30% of household income for housing. Taken as a whole, 44.7% of all Lakewood

households pay above 30% for housing costs.

Table 3.8 estimates housing units by HUD income categories. When compared with the percent of housing affordable to the income categories in 2010, this data indicates that Lakewood has a shortage of housing for middle and upper income households, and a large surplus of very low and low-income housing.

<b>Table 3.8 Estimate of Lakewood Housing by HUD Income Categories</b>			
		<b>Percent</b>	<b>Approximate No. of Housing Units</b>
Extremely low & very low income	50% of median & below	28%	7,377
Low income	51 to 80% of median	36%	9,353
Middle Income	81 to 120% of median	11%	2,874
Upper Income	Over 120% of median	25%	6,534
	<b>Totals</b>	<b>100%</b>	<b>26,138</b>

Source: 2010 US Census

B. Upper Income Housing

The level of new upper income housing construction was nominal between 2001 and 2010. Structures were single family detached structures. Most of the upper income housing was constructed around the City's lakes on infill properties designated residential estate. As the region becomes more densely populated and the convenience and amenities of urban neighborhoods become increasingly desirable, upper income households could be found in a greater variety of neighborhoods and housing types. Apartment, townhouse, and condominium units may account for a growing share of high-end housing. Planned Development Districts (PDDs) are a tool to provide single-family housing in areas with historically lower densities that can ensure better quality design themes and infrastructure improvements.

C. Middle Income Housing

The middle segment has limited choices for housing in Lakewood. This in part is a function of land availability and limited housing stock for this group. However, estimates of income and housing suggest that an increase in housing for this segment would be readily absorbed. New single-family homes on infill sites will provide housing for this income segment, while innovative housing types such as small lot detached houses and semi-attached houses, may also be a part of the growth in housing at this income level.

D. Low Income Housing

Data would suggest that Lakewood exceeds the CPP targets within this income segment. Much of the housing is made up of older tract homes and apartment complexes. Also, rising apartment vacancies has meant more availability of rental stock affordable to this category. Low interest rates have also helped low-income households, mostly those at the high end of

this category, to purchase a home. The City values opportunities for home ownership at this income level, particularly the opportunity to buy a first home.

#### E. Extremely Low- and Very Low-Income Housing

Within the region, Lakewood exceeds its share of housing within this category. The majority of housing for extremely low- and very low-income households has historically been older housing stock. Some of the community's housing needs that cannot be met by the market are met by the Pierce County Housing Authority (PCHA), and by private non-profit housing providers. These organizations are generally subject to the same land use regulations as for-profit developers; however, they can access an array of federal, local, and charitable funding to make their products affordable to households in the lower income segments.

#### **3.2.9 Housing Resources**

Pierce County Housing Authority (PCHA) owns and operates five apartment complexes with a total of 285 units in Lakewood. PCHA manages these properties. Most of the tenants have low to very low incomes. Some tenants receive Section 8 vouchers. In total, as of early 2010, there were 551 PCHA Section 8 certificates or vouchers in use in Lakewood.

In addition to PCHA, there are four low-income housing tax credit apartment complexes totaling 388 units.

There are two small HUD contract housing apartments, 28 units located in Lakewood.

Network Tacoma operates 15 units of affordable housing at the Venture II Apartments located at 5311 Chicago Avenue SW.

The Metropolitan Development Council (MDC) operates four affordable housing units in Tillicum.

The Pierce County Affordable Housing Association (PCAHA) owns a 20 unit, permanent low-income housing apartment complex at 5532 Boston Avenue SW (Manresa Apartments). The property is managed by the Catholic Housing Services.

The Living Access Support Alliance (LASA) operates several programs in Lakewood providing a variety of housing types. LASA operates six units in Lakewood in a partnership with Sound Families, PCHA and social service agencies. Families are provided an apartment along with case management services. A limited number of Section 8 certificates are available to graduates of this program. Ainsworth House is a group house serving 3 to 4 young mothers and their young children. Each mother and child can stay up to 24 months based on program participation. Case management services are provided including parenting, financial education, landlord-tenant rights/laws and other life skills.

Total assisted housing in Lakewood comes to 1,298 residential units. This number represents 10% of the City's rental housing stock.

#### A. City of Lakewood Housing Assistance

The City of Lakewood provides housing assistance in several programs, including home repair, down payment assistance and blight removal. The City also supports housing indirectly with General Fund dollars in collaboration with community partners. This assistance is primarily for low income families, the elderly, and people with disabilities.

1. Major Home Repair Program

Administered by the City of Lakewood, this program provides up to \$25,000 for major home repairs to qualifying low-income homeowners in the form of a 0% interest loan with small monthly payments depending upon income level. Loans in excess of program limitations may be authorized on a case-by-case basis under extenuating circumstances, to address health, safety and emergent situations. The outstanding principal balance may be deferred for up to 20 years as long as the house remains owner-occupied. Since the program's inception in 2000, the City of Lakewood has allocated \$1,690,917.10 to make repairs to 72 separate households throughout Lakewood. Figure 3.2 shows the general locations of homes using the major home repair program.

2. Housing Rehabilitation Program (HOME)

The Housing Rehabilitation Program provides up to \$65,000 to qualified low-income homeowners in the form of a 0% interest loan with small monthly payments depending upon income level. Loans in excess of program limitations, up to \$75,000, may be authorized to make necessary alterations required to make a home ADA accessible. Any outstanding principal balance may be deferred for up to 20 years as long as the house remains owner-occupied. This program is jointly administered with the City of Tacoma. The Tacoma Community Redevelopment Authority is the governing body for the financing of the Housing Rehabilitation Program. Since 2000, the City of Lakewood has allocated \$4,257,244.78 to make necessary code improvements to 67 homes, bringing them into compliance with current building codes. Figure 3.3 shows the general locations of homes using the housing rehabilitation program.

3. Down Payment Assistance

Loans up to \$10,000 with 0% interest and small monthly payments, depending on income level, are available to qualified low-income applicants to be used for down payment and closing costs in buying a home. The borrower must invest at least one-half of the required down payment (one-half of the difference between the sales price and the first mortgage loan amount). Outstanding principal balance may be deferred for up to 20 years as long as the house remains owner-occupied. A condition of the down payment assistance program is participation in homeownership counseling classes. These classes assist homebuyers with evaluating financing options, establishing or repairing credit histories, and learning basic home maintenance.

4. Neighborhood Stabilization

Lakewood received two HUD grants, Neighborhood Stabilization Program 1 (NSP1) and Neighborhood Stabilization Program 3 (NSP3), through the State of Washington Department of Commerce, to assist with the demolition and or redevelopment of foreclosed, vacant, or abandoned properties. Through these programs, properties are acquired and rehabilitated or redeveloped with the intent of stabilizing and revitalizing communities that have suffered from foreclosures and abandonment by mitigating the negative impacts of recent economic decline and housing market collapse. By targeting Lakewood's most distressed communities the city hopes to stem declining housing values by maintaining the quality of properties (land or units) and reducing the incidence of blight caused by abandoned and vacant properties.



Toward this end, the City has removed blighted structures from 7 properties and has been able to acquire 8 properties, on which 17 new affordable single family residences are to be constructed. Additionally, the City has established a blight abatement fund to reuse any recaptured funds for future blight abatement activities.

#### B. Other Lakewood Support for Housing

Lakewood continues to partner with many organizations providing and improving housing. Lakewood's partnership with Tacoma-Pierce County Habitat for Humanity has increased homeownership opportunities for low-income households through new construction and housing rehabilitation. Partners with Habitat, including the City of Lakewood and Rebuilding Together South Sound, work together with limited funding and broad community support, including student volunteers, to provide much-needed housing. In the Tillicum neighborhood alone, Habitat is in the process of constructing 31 new affordable single family residences. The addition of these units constitutes a 21% increase in owner-occupied residences in census tract 72000. Lakewood has also provided financial support for rehabilitation and improvements of properties through various non-profit organizations such as Rebuilding Together South Sound, in addition to properties owned by Network Tacoma, Living Access Support Alliance, and the Pierce County Housing Authority.

The Paint Tacoma-Pierce Beautiful Program, administered by Associated Ministries, organizes community volunteers to paint the homes of low-income elderly and low-income people with disabilities in Lakewood and other locations in Pierce County. Since 2000, 97 homes have been painted in Lakewood under this program. The program is important in helping with home maintenance, but also helps owner-occupants maintain insurance coverage. Some insurance companies base ongoing coverage on the condition of the exterior of the residence, including the condition of the exterior paint, with the assumption that the paint is a barometer for overall condition of the unit. If insurance is cancelled, owners would not be in compliance with their mortgage requirements and could be subject to losing their homes.

Human services funding provides added support for outreach and transitional housing programs provided by organizations such as Living Access Support Alliance, the Tacoma Rescue Mission, Good Samaritan Health, Catholic Community Services, and the YMCA. Funding is also provided to assist individuals with disabilities and emergency respite shelter, as well as shelters for victims of domestic violence.

The City of Lakewood works with public and private landlords to improve their rental properties – through code enforcement and crime-free multi-housing program – and to open blighted properties to new ownership and development. As an incentive, a certification of the Crime-Free Multi-Housing program is provided to managers who successfully complete the program, which are in turn placed on a national registry of properties designated as “crime free” certified units. The city also provides education to landlords and tenants regarding rights and responsibilities under landlord/tenant laws and fair housing laws through the Fair Housing Center of Washington and city staff.

### 3.2.10 Housing Goals, Objectives, & Policies

**GOAL LU-1:** Ensure sufficient land capacity to accommodate the existing and future housing needs of the community, including Lakewood's share of forecasted regional growth.

**Objective:** Maintain a balance in the number of single-family and multi-family housing units, through adequately zoned capacity.

Policies:

LU-1.1: Count new unit types as follows when monitoring the single-family/multifamily balance:

- Count cottages as single-family houses;
- Count semi-attached houses as single-family houses; and
- Count the primary unit in a house with an ADU as a single-family unit.

LU-1.2: Ensure that sufficient capacity is provided within the City boundaries in order to accommodate housing demand, provide adequate housing options, meet urban center criteria under the Growth Management Act and Countywide Planning Policies, and prevent unnecessary increases in housing costs.

**Objective:** Ensure that City fees and permitting time are set at reasonable levels so they do not adversely affect the cost of housing.

Policies:

LU-1.3: Ensure predictable and efficient permit processing.

LU-1.4: Establish and periodically review utility standards that encourage infill development.

LU-1.5: Establish and periodically review development standards that reduce the overall cost of housing as long as health and safety can be maintained.

**GOAL LU-2:** Ensure that housing exists for all economic segments of Lakewood's population.

**Objective:** Increase housing opportunities for upper income households.

Policies:

LU-2.1: Target ten (10) percent of new housing units annually through 2030 to be affordable to upper income households that earn over 120 percent of county median income.

LU-2.2: Encourage the construction of luxury condominium adjacent to the lakes.

LU-2.3: Support site plans and subdivisions incorporating amenity features such as private recreation facilities, e.g., pools, tennis courts, and private parks to serve luxury developments.

LU-2.4: Increase public awareness of upper income housing opportunities in Lakewood.

**Objective:** Encourage the private sector to provide market rate housing for the widest potential range of income groups including middle income households.

Policies:

LU-2.5: Target sixty five (65) percent of new housing units annually through 2030 to be affordable to middle income households that earn 80 to 120 percent of county median income.

LU-2.6: Encourage home ownership opportunities affordable to moderate income households.

LU-2.7: Encourage the construction of townhouse, condominium, and rental units affordable to moderate income households in residential and mixed-use developments and redevelopments.

LU-2.8 Continue to provide technical assistance for redevelopment of land in Lake City, Lakeview, Springbrook, Tillicum, and lands located in the City's residential target areas (RTAs) and senior overlay.

LU-2.9: Market Lakewood to housing developers.

LU-2.10: Maintain an updated inventory of land available for housing development.

LU-2.11: Pursue public-private partnerships to provide for moderate-income housing.

LU-2.12: Disperse middle-income housing in all areas of the City.

LU-2.13: Ensure that a sufficient amount of land in the City is zoned to allow attached housing and innovative housing types.

**Objective:** Provide a fair share of low-and very-low income housing in the future.

**Policies:**

LU-2.14: Maintain a sufficient land supply and adequate zoning within the City to accommodate 25 percent of the City's projected net household growth for those making less than or equal to 80 percent of county median income.

LU-2.15: Establish the following sub-targets for affordability to households earning 50 percent or less of county median income, to be counted to toward the 25 percent target:

- Fifteen (15) percent of new housing units constructed in the City;
- A number equal to five (5) percent of new housing units, to be met by existing units that are given long-term affordability; and
- A number equal to five (5) percent of new housing units, to be met by existing units that are purchased by low-income households through home-buyer assistance programs.

LU-2.16: Pursue public-private partnerships to provide and manage affordable housing.

- Support non-profit agencies that construct and manage projects within the City;
- Support the role of the Pierce County Housing Authority in providing additional housing;
- Before City surplus property is sold, evaluate its suitability for development of affordable housing; and
- Use federal funds including Community Development Block Grants and

HOME funds to support low and moderate income affordable housing.

LU-2.17: Work with other Pierce County cities to address regional housing issues.

LU-2.18: Disperse low-income housing in all mixed-use and multi-family land use designations that allow attached dwelling units.

LU-2.19: Except for parts of the Woodbrook neighborhood which is slated to be redeveloped as Industrial, and existing mobile home parks located in commercially designated zones or in Air Corridors, encourage preservation, maintenance, and improvements to existing subsidized housing and to market-rate housing that is affordable to low and moderate-income households.

LU-2.20: Reduce existing housing need, defined as the number of existing households that earn 80 percent of county median income, and are paying more than 30 percent of their income for housing, or live in inadequate housing by increasing housing supply for all economic segments of the community.

- Create opportunities for higher income households to vacate existing lower cost units, by creating a variety of market rate detached and attached housing types; and
- Prioritize applications to the City for housing rehabilitation grants to homeowners earning 80 percent of county median income or below based on the greatest degree of existing need. With the exception of emergencies, priority should be given to households occupying conventional housing.

**Objective:** Provide a variety of housing types and revised regulatory measures which increase housing affordability.

Policies:

LU-2.21: Support projects including planned development districts, subdivisions and site plans incorporating innovative lot and housing types, clustered detached houses, clustered semi-attached houses and a variety of lots and housing types within a site.

LU-2.22: Support projects that incorporate quality features, such as additional window details, consistent architectural features on all facades, above average roofing and siding entry porches or trellises where innovative site or subdivision designs are permitted.

LU-2.23: Encourage the construction of cottages on small lots through incentives such as density bonuses.

LU-2.24: Support standards that allow cottage housing developments with the following features in residential zones, provided the cottages are limited by size or bulk:

- Allow increased density over the zoned density;
- Allow reduced minimum lot size, lot dimensions, and setbacks;
- Allow both clustered and non-clustered cottages;
- Allowing clustered parking; and
- Base the required number of parking spaces on unit size, or number of bedrooms.

LU-2.25: Support accessory dwelling units as strategies for providing a variety of housing types and as a strategy for providing affordable housing, with the following criteria:

- Ensure owner occupancy of either the primary or secondary unit;
- Allow both attached and detached accessory dwelling units and detached carriage units, at a maximum of one per single-family house, exempt from the maximum density requirement of the applicable zone;
- Require an additional parking space for each accessory dwelling unit, with the ability to waive this requirement for extenuating circumstances; and
- Allow a variety of entry locations and treatments while ensuring compatibility with existing neighborhoods.

LU-2.26: Encourage Planned Development District development with higher residential densities provided this type of development incorporates innovative site design, conservation of natural land features, protection of critical area buffers, the use of low-impact development techniques, conservation of energy, and efficient use of open space.

**Objective:** Continue to allow manufactured home parks and manufactured home subdivisions on land that is specifically zoned for these uses.

Policy:

LU-2.27: Maintain existing manufactured home developments that meet the following criteria:

- The development provides market rate housing alternatives for moderate and low-income households;
- The housing is maintained and certified as built to the International Building Code and Federal Department of Housing and Urban Development standards; and
- Site planning includes pedestrian amenities, landscaping, and a community facility.

**Objective:** Allow the use of quality modular or factory-built homes on permanent foundations.

Policy:

LU-2.28: Allow and encourage the use of “gold seal” modular homes built to the standards of the International Building Code, and “red seal” manufactured homes built to the standards of the Federal Department of Housing and Urban Development in any zone allowing residential uses, as long as the housing meets all applicable City codes, looks similar to site-built housing, and is placed on a permanent foundation.

**GOAL LU-3:** Ensure that there are housing opportunities for people with special needs, such as seniors, people with disabilities, and the homeless.

**Objective:** Increase the supply of special needs housing.

Policies:

LU-3.1: Periodically review the City’s land use and development regulations and remove any regulatory barriers to locating special needs housing and emergency and transitional housing throughout the City as required by the federal Fair Housing Act, to avoid over-concentration, and to ensure uniform distribution throughout all residential and mixed-use zones.

LU-3.2: Support the housing programs of social service organizations that provide

opportunities for special needs populations.

- LU-3.3: Support opportunities for older adults and people with disabilities to remain in the community as their housing needs change, by encouraging universal design in residential construction, or through the retrofitting of homes.
- LU-3.4 Support the establishment and operation of emergency shelters.
- LU-3.5: Support proposals for special needs housing that:
- Offer a high level of access to shopping, services, and other facilities needed by the residents;
  - Demonstrate that it meets the transportation needs of residents;
  - Helps to preserve low-income and special needs housing opportunities in a neighborhood where those opportunities are being lost; and
  - Disperse special needs housing throughout the residential areas of the City.
- LU-3.6: Support development proposals by sponsors of assisted housing when applicants document efforts to establish and maintain positive relationships with neighbors.
- LU-3.7: Allow a broad range of housing to accommodate persons with special needs (such as neighborhood-scale congregate care, group or assisted living facilities, or transitional housing) in all residential areas and in certain appropriate non- residential areas.
- LU-3.8: Continue allowing accessory dwelling units (ADUs) to assist people in remaining independent or in retaining a single-family lifestyle on a limited income, subject to specific regulatory standards.
- LU-3.9: Establish an administrative review process to enable detached ADUs in order to expand ADU capacity.
- LU-3.10: To support mobility for those with special needs, locate special needs housing in areas accessible to public transportation.
- LU-3.11: Utilize design standards to make special needs housing compatible with the character of the surrounding area.
- LU-3.12: Where appropriate, provide density bonuses and modified height restrictions to encourage the development of senior and disabled housing.
- LU-3.13: Continue to promulgate the senior housing overlay district created under an earlier version of the Comprehensive Plan in order to encourage the concentration of senior housing proximate to shopping and services.
- LU-3.14: Support the provision of emergency shelters and ancillary services that address homelessness and domestic violence and intervene with those at risk.
- LU-3.145: Maintain cooperative working relationships with appropriate local and regional agencies to develop and implement policies and programs relating to homelessness, domestic violence, and those at risk.

**GOAL LU-4:** Maintain, protect, and enhance the quality of life of Lakewood's residents.

**Objective:** Preserve and protect the existing housing stock.

Policies:

- LU-4.1: Preserve existing housing stock where residential uses conform to zoning requirements.
- LU-4.2: High-density housing projects, with the exception of senior housing, will not be permitted in existing single-family residential neighborhoods. More moderate densities such as planned development districts and cottage housing will be considered.
- LU-4.3: Target code enforcement to correct health and safety violations.
- LU-4.4: Continue Lakewood's active enforcement of codes aimed at improving property maintenance and building standards in residential neighborhoods to bolster neighborhood quality and the overall quality of life.
- LU-4.5: Continue targeted efforts such as the crime-free rental housing program and seek out a variety of funding sources for this and other such outreach programs.
- LU-4.6: Develop programs to provide financial assistance to low-income residents to assist them in maintaining their homes.
- LU-4.7: Where public actions such as targeted crime reduction programs result in the unexpected displacement of people from their housing, coordinate the availability of social services to assist them in finding other shelter.
- LU-4.8: Subject to funding availability, conduct periodic surveys of housing conditions and fund programs, including housing rehabilitation, to ensure that older neighborhoods are not allowed to deteriorate.
- LU-4.9: Identify areas in the City for priority funding for rehabilitation by non-profit housing sponsors.
- LU-4.10: Continue City funding of housing rehabilitation and repair.

**Objective:** Improve the quality of multifamily housing choices.

Policies:

- LU-4.11: Develop regulations guiding appearance, scale, and location of new development to enable a range of dwelling types and amenities.
- LU-4.12: Improve the existing multi-family housing stock by encouraging, through public-private partnerships, revitalization and replacement of existing apartment complexes in appropriate locations throughout the city.
- LU-4.12: Direct multi-family housing to locations that support residents by providing direct access to public transportation, employment, services, open space, and other supporting amenities.

LU-4.13: Encourage a high quality pedestrian environment around multifamily housing sites through the provision of walkways, lighting, outdoor furniture, bicycle parking, open space, landscaping, and other amenities.

LU-4.14: Require that on-site amenities such as walkways, trails, or bike paths be connected to adjacent public facilities.

**Objective:** Develop and maintain livable neighborhoods with a desirable quality of life.

Policies:

LU-4.15: Promote high quality residential living environments in all types of neighborhoods.

LU-4.16: Promote community identity, pride, and involvement in neighborhoods.

LU-4.17: Continue to support the City's neighborhood program to encourage neighborhood involvement, address local conditions, and provide neighborhood enhancements.

LU-4.18: Protect the character of existing single-family neighborhoods by promoting high quality of development, including through planned development districts (PDDs.)

LU-4.19: Use design standards to encourage housing types that protect privacy, provide landscaping or other buffering features between structures of different scale, and/or promote investments that increase property values where housing that is more dense is allowed in existing single-family neighborhoods.

LU-4.20: Development standards for flats and triplex developments should encourage design at the scale of single-family developments by limiting building length and heights.

LU-4.21: Relate the size of structures to the size of lots in order to create development that fits into a neighborhood.

LU-4.22: New single-family subdivisions should provide pedestrian and vehicular connections to adjoining residential development unless a determination is made that a physical features of the site, such as a ravine, wetland or pre-existing developed property prevents practical implementation of this provision.

**Objective:** Recognize the unique requirements of residences located on busy arterials and other heavily used corridors.

Policies:

LU-4.23: Allow greater flexibility with regard to development standards for residential properties located on busy road corridors.

LU-4.24: Examine where transportation design tools, attractive fences or walls, and landscaping may be used to buffer homes from adjacent traffic.

**Objective:** Support those who wish to work from home while preserving the residential character of the residentially designated areas.



Policies:

- LU-4.25: Continue allowing home-based businesses that do not conflict with typical neighborhood functions.
- LU-4.26: Provide opportunities for "invisible" home businesses and support appropriate independent business and trades people and service providers to use their homes as a business base.
- LU-4.27: Incorporate emergent business trends and state licensure requirements into use standards for home-based businesses.

**Objective:** Relate development of public amenities such as parks, recreation centers, libraries, and other services to residential neighborhoods.

Policy:

- LU-4.28: Coordinate capital improvements with targeted growth and expected redevelopment.

**Objective:** Increase the percentage of homeownership in the City.

Policies:

- LU-4.29: Allow zero lot line developments and flats with common wall construction on separately platted lots in designations that permit attached unit types.
- Encourage condominium and fee simple townhouse developments with ground access and small yards.
  - Encourage the development of small-detached houses on platted lots or condominium developments where lot areas with yards are established without platting.
- LU-4.30: Support first time homebuyer programs such as those available through the Washington State Housing Finance Commission and other similar private or not-for-profit programs with similar or better program elements and rates.

**GOAL LU-5:** Recognize relocation issues brought about by demolition or conversion to another use.

Policies:

- LU-5.1: On an annual basis, provide a report to policy makers on the loss of affordable housing due to demolition or conversion.
- LU-5.2: Identify affordable housing resources that may be lost due to area-wide redevelopment or deteriorating housing conditions.
- LU-5.3: Enforce the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended by the *Uniform Relocation Act Amendments of 1987* and any subsequent amendments, to provide financial and relocation assistance for people displaced as a result of construction and development projects using federal funds. Lakewood shall also enforce Section 104(d) of the *Housing and Community Development Act of 1974*, as amended, requiring the replacement of low- and moderate-income housing units that are demolished or converted to another use in connection with a CDBG project.
- LU-5.4: Consider the use of CDBG funds for relocation payments and other relocation assistance

to persons displaced as a result of demolition, conversion to another use, or public actions such as targeted crime reduction programs.

**2022-04 Review of Zoning, Policies and Code related to Adult Family Homes (focus on potential allowance of AFHs in Air Corridor 1 (AC1) & Air Corridor 2 (AC2) zones)**

*Amendments to the following Comprehensive Plan and related LMC text and maps will be presented to the Planning Commission after the City Council takes action to include it in the approved 2022 Comprehensive Plan amendment docket.*

2.1.1 Air Corridor 1 and 2

The Air Corridor areas are affected by Joint Base Lewis McChord (JBLM) McChord Field aircraft operations. The potential risk to life and property from hazards associated with military aircraft operations within the Air Corridor necessitate control of the intensity, type, and design of land uses within the designation, with uses tailored to limiting the number of persons placed at risk.

\* \* \*

2.1.1 Application of Designations and Population Densities

Lakewood’s plan provides for the following densities under its Comprehensive Plan future land-use designations:

Land-Use Designation	Major Housing Types Envisioned	Density <sup>1</sup>		Acres
		Low	High	
Residential Districts:				
Residential Estate	Larger single-family homes	1	4	1044.97
Single-Family Residential	Single-family homes	4	9	4,080.77
Mixed Residential	Smaller multi-unit housing	8	14	344.07
Multi-Family Residential	Moderate multi-unit housing	12	22	313.59
High Density Multi-Family	Larger apartment complexes	22	40	442.82
Mixed Use Districts:				
Downtown	High-density urban housing	30	80-100	318.69
Neighborhood Business District	Multi-family above commercial	12	40	287.30
Arterial Corridor	Live/work units	6	6	18.85
Air Corridor 2	Single-family homes	2	2	235.77
Non-Residential Districts:				
Corridor Commercial	N/A	--	--	471.48
Industrial	N/A	--	--	752.48
Public/Semi-Public Institutional	N/A	--	--	807.18
Air Corridor 1	N/A	--	--	376.18
Open Space & Recreation	N/A	--	--	1945.26
Military Lands	N/A	--	--	24.95
<b>Total designated area</b>	<b>N/A</b>			<b>11464.36</b>
<b>Excluded: Water &amp; ROW</b>	<b>N/A</b>	<b>--</b>	<b>--</b>	<b>1172.14</b>
<b>TOTAL:</b>				<b>12636.5</b>

<sup>1</sup> As expressed in the Comprehensive Plan for new development; existing densities are unlikely to match and may already exceed maximums in some cases.

As may be derived from this information, over 82% of that portion of Lakewood allowing

residential uses is dedicated to clearly urban densities, with about 17.5% of residentially designated densities constrained by environmental or unique air corridor considerations. This equates to an overall average density of more than 15.5 du/ac throughout those areas designated for residential and mixed uses.

These figures do not capture existing residential densities in areas currently designated for no new residential development, such as, but not limited to, the air corridor. Owing to pre- incorporation zoning practices, the existing land-use patterns in Lakewood are jumbled. Despite being designated for redirection away from residential uses, it is likely that newer or sounder housing stock within non-residentially zoned areas will perpetuate beyond the life of this plan.

\* \* \*

LU-2.19: Except for parts of the Woodbrook neighborhood which is slated to be redeveloped as Industrial, and existing mobile home parks located in commercially designated zones or in Air Corridors, encourage preservation, maintenance, and improvements to existing subsidized housing and to market- rate housing that is affordable to low and moderate-income households.

\* \* \*

#### **Policies:**

##### **LU-34.1: Air Corridors Established. (Figure 3.14)**

The two air corridor areas (Air Corridor 1 and 2) extend northward from the McChord Field runway and are subject to noise and safety impacts of military flight operations. Figure 3.14 shows the Air Corridor boundaries. The potential risk to life and property from hazards that may be associated with military aircraft operations, as distinguished from general/commercial aviation corridors necessitates control of the intensity, type, and design of land uses within the designation.

A. Air Corridor 1 (AC1) comprises the Clear Zone (CZ) and the Accident Potential Zone Designation I (APZ I) as identified through the Air Installation Compatible Use Zone (AICUZ) program. The CZ is a 3,000 by 3,000 foot zone at the end of the runway where there is the highest statistical possibility of aircraft accidents. Any existing or future development in the CZ is of concern. USAF analysis indicates that 28% of all air accidents occur within the CZs. Development in the CZ increases the likelihood of flight obstructions such as physical structures, smoke, and glare, and challenges the military's ability to safely carry out missions. Development should be prohibited in this zone. Any use other than airfield infrastructure (e.g., approach lighting) is incompatible in the CZ. The APZ I designation has somewhat lower accident potential than the CZ, but it is high enough that most types of development in this zone are discouraged, including residential uses.

B. Air Corridor 2 (AC2) comprises the Accident Potential Zone Designation II (APZ II), again, as identified through the Air Installation Compatible Use Zone (AICUZ) program. The APZ II designation has a lower accident potential, and some compatible uses are appropriate; however, uses that concentrate people in the APZ II, including residential uses at densities greater than two dwelling units per acre, are considered incompatible per federal guidance.

C. Special Note on Air Corridor 1 and 2 boundaries: There are minor discrepancies in boundary locations between the Air Corridors and the CZ, APZ I and APZ II. The Air Corridor boundaries follow property lines whereas the CZ, APZ I and APZ II are based in imaginary surface areas. The

CZ is 3,000 feet by 3,000 feet, measured along the extended runway centerline beginning at the end of the runway; APZ I is 3,000 feet wide by 5,000 feet long; APZ II is 3,000 feet wide by 7,000 feet long.

**LU-34.2: Compatible Land Use Policies.**

Regulate land uses and/or activities that could adversely impact present and/or future base operations and protect JBLM and McChord Field from further incompatible encroachment. Regulate land use within the AC1 and AC2 zones to protect public health and safety, ensure a compatible mix of land uses, and support ongoing McChord Field operations, consistent with the GMA, CPPs, JBLM Joint Land Use Study (JLUS) recommendations.

- A. Land use decisions regarding proposals located in the AC1 and AC2 zones shall consider regional and national needs as well as local concerns.
- B. Review proposed Comprehensive Plan and zoning amendments for compatibility with the JBLM Air Installation Compatible Use Zone (AICUZ) program and Joint Land Use Study. Identify priority areas in which to resolve inconsistencies with AICUZ regulations.
- C. Comprehensive Plan amendments and zone reclassifications within AC1 and AC2 that would increase residential densities, geographically expand residential zones, establish a new residential designation, change an existing commercial or industrial designation to a residential designation, or allow residential uses in commercial or industrial zones are prohibited.
- D. Sensitive uses that have a high concentration of people such as, but not limited to, schools, religious institutions, theaters, public assembly facilities and day care facilities are prohibited from locating near McChord Field and/or within the AC1 and AC2 zones.
- E. Existing Industrial uses in the AC1 (but outside of the Clear Zone) and AC2 zones are to be preserved and industrial uses that complement aviation facilities are encouraged. The siting of warehousing, storage, open space, and other appropriate land uses within the air corridor areas are encouraged.

\* \* \*

LU-64.2: Work with JBLM to minimize noise exposure at McChord Field and development of noise attenuation programs within the air corridors.

LU-64.3: Require new development along arterial streets, I-5, SR 512, and within the air corridors to include noise attenuation design and materials where necessary to minimize noise impacts from roadways and aircraft.

**2022-05 Update of Comprehensive Plan text regarding Western State Hospital to reflect adoption of new Master Plan (continued from 2021 cycle)**

*Amendments to the following Comprehensive Plan and related LMC text and maps will be presented to the Planning Commission after the City Council takes action to include it in the approved 2022 Comprehensive Plan amendment docket.*

**3.2.7 Housing Characteristics**

\* \* \*

**I. Group Quarters**

There were 1,544 people living in group quarters in Lakewood at the time of the 2010 census, the most recent data available. This was equal to 2.7% of the total population in Lakewood. Group quarters includes Western State Hospital which is a regional facility serving 19 counties in Washington. There were 794 people counted residing at the psychiatric hospital.

\* \* \*

**3.9 Western State Hospital (WSH)**

Shortly after the City’s incorporation in 1996, the state Department of Social and Health Services (DSHS) completed a master plan for the WSH campus. In 1998, DSHS applied for and received a public facilities permit from the City to formally acknowledge the proposed improvement projects within the master plan. The scope of work under the public facilities permit formed a basis upon which DSHS could then seek capital appropriations for projects upon the WSH Campus. The WSH public facilities permit (LU98059) was approved by the Hearing Examiner on September 22, 1998, and formally ratified by the City after adoption of an interlocal agreement in March 30, 1999. This action permitted DSHS to implement a six year capital facilities plan including the construction of a 163,000 square foot replacement legal offender unit. The plan, in part, was to include the demolition of a women’s work release building which in past years was operated by the state Department of Corrections (DOC); demolition was to take place in 2004.

However, the women’s work release building was not demolished. In February 2005, the City became aware of a plan by DOC to relocate the Tacoma-based Progress House, a work release facility to the WSH campus, in place of the women’s pre-release facility which had been closed. Media surrounding the action made it appear that DOC was not going to pursue a siting process, as required by law, or potentially, City permits to undertake the move. The City, unsure of the actions of DOC, imposed a moratorium on the WSH Campus. The City also instituted revised land use regulations for essential public facilities. Legal action ensued. Both the moratorium and the revised land use amendments were eventually upheld. To-date, the current master plan adopted in 1999 for WSH has never been updated. Only minor additions/alterations have been permitted on the WSH campus.

**GOAL LU-40:** Recognize the unique nature of federal patent lands at Western State Hospital and Fort Steilacoom Golf Course.

Policies:

LU-40.1: Work with DSHS to update the Western State Hospital Campus Master Plan.

LU-40.2: Enforce the City’s public facilities master plan process confirming that: 1) appropriate provisions are made for infrastructure and/or services; 2) approval criteria and

mitigation measures are incorporated into project approvals; and 3) the safety of the general public, as well as workers at, and visitors to, Western State Hospital is ensured.

LU-40.3: Avoid as much as possible incompatible uses on the WSH campus which could adversely impact existing uses, adjoining properties, or adversely impact at-risk or special needs populations, including but not limited to children and the physically or mentally disabled.

\* \* \*

## **7.1 Sanitary Sewers**

Sewer service in the City of Lakewood is almost entirely provided by Pierce County Public Works and Utilities. Sewer service was recently expanded to serve the Tillicum and Woodbrook communities. The Town of Steilacoom provides sewer service to Western State Hospital. Steilacoom has indicated that its facilities serving the Western State Hospital currently have additional growth capacity. The City of Tacoma provides sewer service to the Flett subdivision, and to commercial and residential users located in northeast Lakewood (80<sup>th</sup> Street and 84<sup>th</sup> Streets). Figure 7.2 describes the locations of all major sewer trunk lines within Lakewood.

\* \* \*

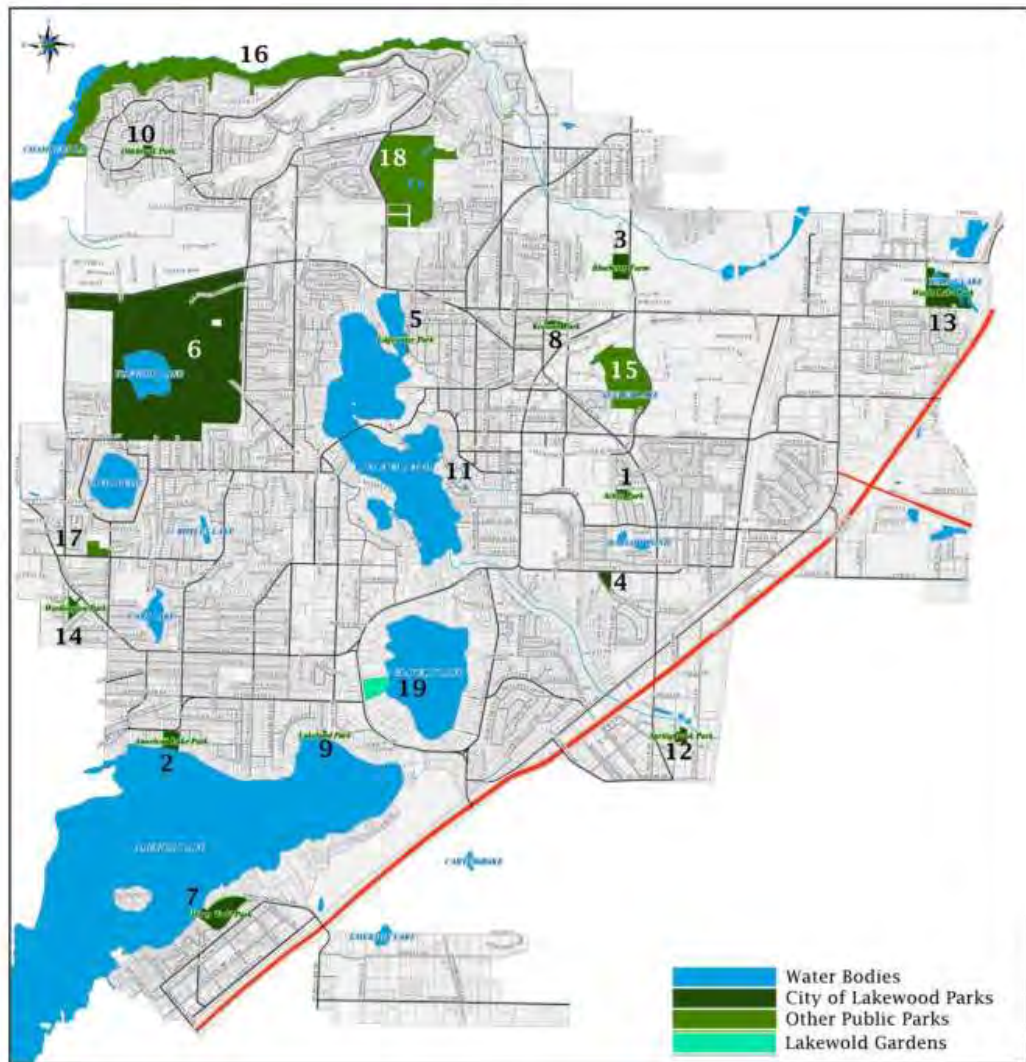
### **7.1.1 Other Water Purveyors**

Minor portions of the city are served by the Southeast Tacoma Mutual Water Company, and the City of Tacoma. Continued service to these areas is expected to be adequate for the 20-year planning period. Western State Hospital provides its own water service. There are also private wells servicing existing mobile home parks scattered throughout Lakewood.

2022-06

Update Comprehensive Plan Figures 3-5, 3-6, and 3-8 to reflect adoption of the 2020 Parks Legacy Plan; update Figure 4.1 with an updated Urban Focus Area map depicting the Downtown and Lakewood Station District Subareas, the Tillicum Neighborhood, and the City Landmarks listed in Section 4.4 text.

*Amendments to the following Comprehensive Plan and related LMC text and maps will be presented to the Planning Commission after the City Council takes action to include it in the approved 2022 Comprehensive Plan amendment docket.*



**Public parks**

**City of Lakewood**

- 1 Active Park
- 2 American Lake Park
- 3 Blueberry Park
- 4 Community Garden
- 5 Edgewater Park
- 6 Fort Steilacoom Park
- 7 Harry Todd Park

- 8 Kiwanis Park
- 9 Lakeland Park
- 10 Oakbrook Park
- 11 Primley Park
- 12 Springbrook Park
- 13 Wards Lake Park
- 14 Washington Park

**Pierce County**

- 15 Seeley Lake Park
  - 16 Chambers Creek Regional Park
- Other public parks**
- 17 Lake Louise School Park
  - 18 S Puget Sound Urban Wildlife Area
  - 19 Lakewold Gardens

Figure 3.5



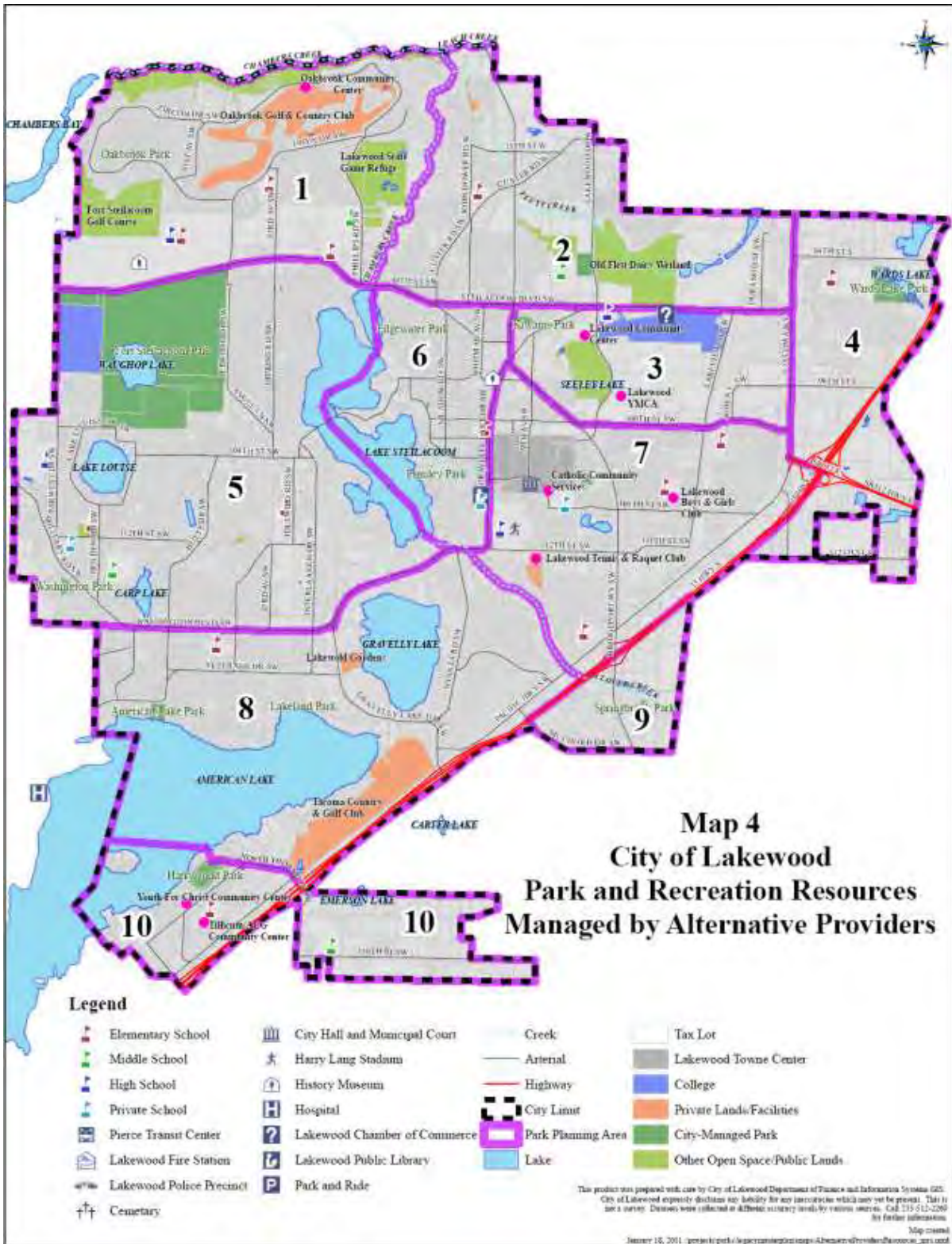
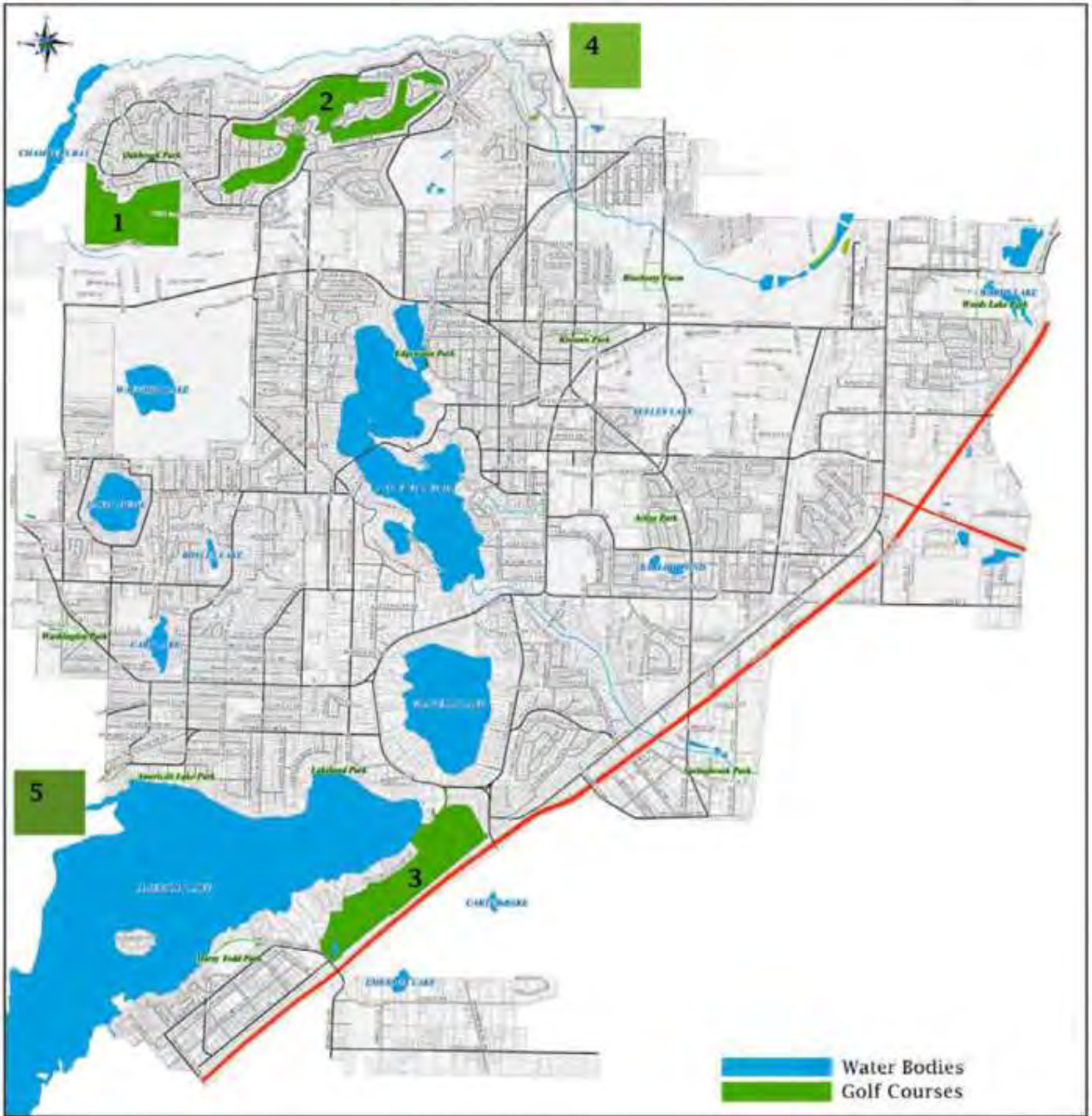


Figure 3.6

\*\*\*



**Golf Courses**

- 1 Fort Steilacoom Golf Course
- 2 Oakbrook Golf & Country Club

- 3 Tacoma Country & Golf Club
- 4 Meadow Park Golf Course

- 5 VA Golf Course

Figure 3.8

\*\*\*

Figure 4.1

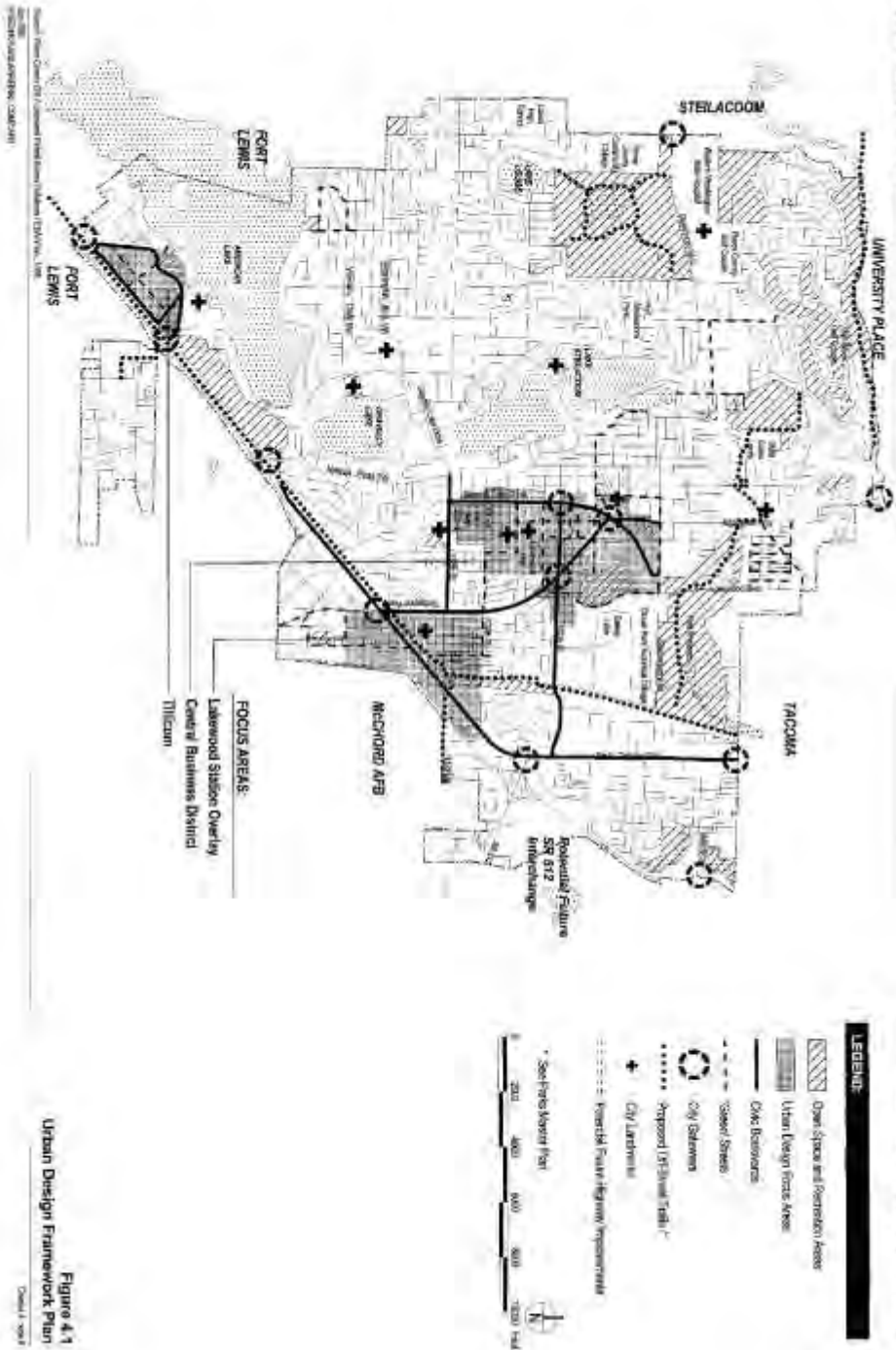


Figure 4.1  
 Urban Design Framework Plan

Created: 2008

**Review Parking requirements in LMC Chapters 18A.80 and in 18C.600 (Lakewood Station District Subarea Plan)**

**18A.80.020 General requirements**

G. Location. Off-street parking facilities shall be located on the same property as the use they are required to serve and within three hundred (300) feet of the use, except as provided below. Where a distance is specified, such distance shall be the walking distance measured from the nearest point of the parking facilities to the nearest point of the building that such facility is required to serve.

1. For a nursing home, assisted living facility, convalescent home, or group home, the parking facilities shall be located within one hundred (100) feet of the building they are required to serve.
2. For multifamily dwellings where the lot cannot accommodate all the required parking on site for its needs, up to forty (40) percent of the required parking may be located on a lot adjacent to the development; provided, that the lot is legally encumbered pursuant to LMC 18A.80.060.
3. For all nonresidential uses where the lot cannot accommodate all the required parking on-site for its needs, parking facilities shall be located not farther than seven hundred fifty (750) feet from the facility; provided, that the lot is legally encumbered pursuant to LMC 18A.80.060. Parking shall not be permitted on properties zoned single-family residential (R1, R2, R3, R4), mixed-residential (MR1, MR2), multi-family (MF1, MF2, MF3), or open space (OSR1 and OSR2) unless the parking is being provided for a use that is permitted in said district.

**TABLE 18C.600-1. OFF-STREET PARKING REQUIREMENTS**

Land Use	Vehicular Parking Requirement	Bicycle Parking Requirement
Residential	Single-family: 2 per dwelling unit Accessory dwelling: 1 per dwelling unit; provided, that no additional parking is required when located within one-quarter mile of the Sounder Station. (RCW <a href="#">36.70A.698</a> ) Senior citizen apartments: 1 per 3 dwelling units* Multifamily housing: 1.25 spaces per dwelling unit* *See process in subsection (B) of this section to prepare parking study to reduce further near station.	Meet rates and standards of: Chapter <a href="#">18A.80</a> LMC
Retail, Services, Restaurants	2 per 1,000 GSF minimum; 3 per 1,000 GSF maximum	Meet rates and standards of: Chapter <a href="#">18A.80</a> LMC
Office	2 per 1,000 GSF minimum; 3 per 1,000 GSF maximum	Meet rates and standards of: Chapter <a href="#">18A.80</a> LMC
Street-Level Retail 3,000 sq. ft. or less per business	None where there is available public parking within 500' or abutting on-street parking designed to serve street level retail	Meet rates and standards of: Chapter <a href="#">18A.80</a> LMC

B. Parking Reductions or Increases. The amount of required parking may be reduced or eliminated, or increased above the maximum, based on a site-specific parking study that demonstrates one (1) or more of the following:

1. Reduction Due to Shared Parking at Mixed-Use Sites and Buildings. A shared use parking analysis for mixed-use buildings and sites that demonstrates that the anticipated peak parking demand will be less than the sum of the off-street parking requirements for specific land uses.
2. Reduction Due to Public Parking Availability. The availability of public parking to accommodate the parking demand generated by the site or building. The City may approve a reduction in the amount of required parking by up to fifty (50) percent for any parking stalls that will be open and available to the public. On-street parking may be considered for the reduction; any new on-street parking provided will be counted toward the required parking availability.
3. Reduction Due to Lower Parking Demand or Increase Based on Greater Parking Demand. Demonstrating that anticipated parking demand will be less than the minimum parking required, or greater than the maximum allowed, shall be based on collecting local parking data for similar land uses on a typical day for a minimum of eight (8) hours.
4. Reduction for Housing in Proximity to Sounder Station (RCW 36.70A.620). When located within one-quarter (0.25) mile of the Sounder Station, an applicant may apply for an exception allowing minimum parking requirements to be reduced at least to one (1) parking space per bedroom or three-quarters (0.75) space per unit, as justified through a parking study prepared to the satisfaction of the Community Development Director or their designee:
  - a. Housing units that are affordable to very low-income or extremely low-income individuals;
  - b. Housing units that are specifically for seniors or people with disabilities;
  - c. Market rate multifamily housing.

In determining whether to grant a parking reduction, the Community Development Director may also consider if the project is proposed in an area with a lack of access to street parking capacity, physical space impediments, or other reasons supported by evidence that would make on-street parking infeasible for the unit.

C. Parking Location and Design. Parking shall be located behind the building or in a structure except in locations where the parking frontage type is permitted.

D. Shared Parking. Shared parking is encouraged to support a walkable and pedestrian-oriented Station District where people can park once and visit multiple destinations. Off-site shared parking may be authorized per the standards in Chapter 18A.80 LMC.

E. Public Parking. Public parking is permitted as a principal or accessory use in the Station District subject to the frontage and design standards.

F. Dimensional Standards. Parking stall and circulation design shall meet the standards of Chapter 18A.80 LMC. [Ord. 751 § 2 (Exh. B), 2021.]

**ATTACHMENT B**  
**9/27/21 Tree Preservation Staff Report**



TO: Mayor and Lakewood City Council

FROM: Dave Bugher, Assistant City Manager, Community & Economic Development Department and Courtney Brunell, Planning Manager

THROUGH: John Caulfield, City Manager

SUBJECT: Tree Preservation Code Review

DATE: September 27, 2021

The City Council has requested information on the City’s current tree preservation code. Accompanying this introductory memorandum is a review and analysis of the city’s tree preservation regulations found in Title 18A, Chapter 18A.70, Article III. This review/analysis uses a different format. On the left-hand side is an outline of the current tree preservation code. On the right-hand side is commentary. After reviewing the analysis, preliminary themes do appear. Please see the table below for a quick summary.

<b>Suggested staff recommendations &amp; other related follow-up assignments</b>	<b>Important policy considerations</b>
1. Add new tree preservation definitions section.	1. Require a tree removal permit fee? Is it to be full cost recovery, or is the City subsidizing this function, and if so, to what extent?
2. Amend/revised the tree preservation purpose section.	2. How does the Council want to address “heritage trees,” “landmark trees,” “historic trees,” or “protected trees?”
3. Delete the residential 17,000 square foot lot exemption, and require a tree removal permit for all significant trees.	3. Are Garry oak trees called out separately for protection and preservation?
4. Provide determinants on what constitutes emergency removal.	4. For those persons who remove trees without permits, does the City continue with the current policy allowing for “retroactive” permitting? Or, does the City move forward with a more aggressive approach? (See Miscellaneous Topics, at the bottom of the attached report, Item No. 2.)

<b>Suggested staff recommendations &amp; other related follow-up assignments</b>	<b>Important policy considerations</b>
5. Amend the term “significant tree” (do not include invasive trees, non-native trees, or exotic tree species).	5. The preservation of Garry oaks is a regional issue and not just confined to Lakewood, although Lakewood appears to be a focal point because of increasing urbanization. Garry oaks are found in Tacoma, University Place, DuPont, Parkland/Spanaway, Pierce County, Lacey, and Thurston County. Does the City want to take a position on regional conservation efforts outside the city’s boundaries?
6. Delete the term “sensitive” and replace with critical areas.	
7. Review tree preservation standards for subdivisions.	
8. Review/add/amend comprehensive plan policies, and Title 14, Critical Areas.	
9. Incorporate new climate change standards into proposed regulations.	
10. Develop a City Council approved public participation plan, and a projected timeline.	

Attachments:

1. Tree preservation code analysis
2. Tree preservation code



The following document provides information on the regulation and administration of tree preservation. On the left-hand side is the current tree preservation code. On the right-hand side is important commentary as to how “it works” and intertwines with other land use regulation. Also included are “cues” should the city propose to amend regulations.

CURRENT TREE PRESERVATION CODE	STAFF COMMENTS
<p><i>This space is intentionally left blank.</i></p>	<p><i>Note(s) to the reader –</i></p> <ol style="list-style-type: none"> <li data-bbox="987 533 1416 995">1. <i>Tree ordinances are highly individualistic. They will vary from community to community. As far as complexity, tree ordinances are similar to sign codes, which means Council can expect extensive community input. Approving a revised tree preservation code will require balancing the often-competing interests of environmental protection, private property rights, and economic development.</i></li>   <li data-bbox="1029 1037 1393 1373"> <p><i>Developing a tree ordinance also takes time. To be successful, it requires broad community support and a patient, thorough approach. There is concern that a new or revised tree preservation code will not align itself within the timeframes of the 2022 Comprehensive Plan Docket.</i></p> </li>   <li data-bbox="987 1415 1416 1898">2. <i>Tree preservation administration &amp; regulations are not just covered by the City’s current code, LMC, Chapter 18A.70, but also by:</i> <ul style="list-style-type: none"> <li data-bbox="1078 1562 1377 1633">▪ <i>SEPA for nonexempt projects;</i></li> <li data-bbox="1078 1646 1416 1717">▪ <i>the City’s Critical Areas Ordinance, Title 14;</i></li> <li data-bbox="1078 1730 1416 1801">▪ <i>the City’s Shoreline Master Program (SMP);</i></li> <li data-bbox="1078 1814 1377 1885">▪ <i>Written guidelines by state agencies; and</i></li> <li data-bbox="1078 1898 1377 1969">▪ <i>mapping tools also provided by state</i></li> </ul> </li> </ol>



*This space is intentionally left blank.*

*agencies, some of which are out-of-date.*

*Often there is an interplay where an aspect of tree preservation is not required in some code sections, but is required in other code sections. A good example, is the proposed nine-lot short plat proposed by Habitat for Humanity in Tillicum. Short plats are exempt from SEPA requirements, and, thus tree preservation, but because the site is zoned MR2 (and not R1, R2, R3 & R4 which provides for exemptions) tree preservation is required prior to building permit issuance.*

- 3. The current tree code lacks a definition section. New definitions should be added to any revised code.*
- 4. In addition to amendments to the tree preservation code, a review of comprehensive plan policies and Title 14, Critical Areas, is recommended.*
- 5. A review of the City's current tree preservation code was identified as a work item under the City's Energy & Climate Change Implementation Plan. The purpose was to propose ways to reduce greenhouse gases and promote carbon sequestration. To-date, public comments have focused primarily on one topic, the preservation of Garry oaks. Council policy is sought. Is the purpose of amending the code to: Address greenhouse gases and carbon sequestration? Protect and preserve Garry oaks? Or, is it both?*

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**II. Purpose**

- A. To protect the treed environment of the city by regulating the removal of significant trees and providing incentives to preserve trees that, because of their size, species, or location, provide special benefits. Tree preservation protects and enhances critical areas, facilitates aquifer recharge, reduces erosion and storm water runoff, and helps to define public and private open spaces.

*Many other municipal organizations that have tree codes have expanded their purpose sections. If the City were to amend its regulations, the City may want to list the benefits of trees in the community (Examples: Reduces air pollution & noise pollution; provides energy-saving shade & cooling; provides wildlife habitat; enhances aesthetics, etc.)*

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**III. Tree removal exemptions**

- A. Lots of less than 17,000 square feet in single-family residential zones (R1, R2, R3, & R4) are exempt from this chapter, except where specific tree preservation is required as a mitigation measure under SEPA. In the event a permit is not required for the establishment of a use, the standards of this section shall still apply.

*The 17,000 square foot exemption is not sacrosanct. If the lot is located on property designated priority habitat, a critical area, adjacent to a water body, or within the floodplain, the exemption may not apply. Specific to Garry oaks, the City currently uses the Sound Oaks Initiative mapping program to identify priority habitat for all residential lots.*

*Should the Council choose to amend this section, it is recommended to require a tree removal permit for all trees, regardless of lot size and establish criteria to exempt certain species subject to staff review. Many members of the public cannot identify different tree species. Thus, to ensure compliance, we may consider reviewing all tree removal permits for significant trees (defined below). There is a fiscal impact with this proposal.*

*Related to this issue of a tree removal permit, the Council should determine if it wants to require a fee for a tree permit. Currently, there is no fee.*

- B. Industrially zoned properties are exempt from this chapter, except where specific tree preservation is required as a mitigation measure under SEPA.

*Again, the exemption is not inviolable. Industrially zoned*

C. Removal of nonsignificant trees that are not protected by any other means is exempt.

D. Removal of trees in association with right-of-way and easements.

1. Tree removal by a public agency or a franchised utility within a public right-of-way or upon an easement, for the purpose of installing and maintaining water, storm, sewer, power, gas or communication lines, or motorized or nonmotorized streets or paths is exempt
2. Notification to the city by the public agency or franchised utility is required prior to tree maintenance or removal within city rights-of-way.

E. Emergency removal.

1. Any number of hazardous protected and nonprotected trees may be removed under emergency conditions. Emergency conditions include immediate danger to life or dwellings or similar stationary and valuable property.
2. Emergency removal may occur and all the following conditions shall be met:
  - a. The city is notified the following business day of the unpermitted action;
  - b. Visual documentation (i.e., photographs, video, etc.) is made available; and

*property is still subject to requirements listed under III. (A.).*

*Currently, all new industrial developments undergo design review and SEPA, which require tree retention plans.*

*This type of exemption is fairly common in many tree preservation codes.*

*City has three different power purveyors: Tacoma Power; Lakeview Light & Power; & PSE. Pierce County provides sewers. Lakewood Water District, a special service district, provides water. There also a variety of telecommunication businesses that serve Lakewood. Receiving notification prior to tree removal has proved to be challenging.*

*This type of exemption is fairly common in many tree preservation codes, although some codes provide determinants for what constitutes a safety risk. For example,*

*Whether the tree is dead, diseased, dying, burned, or otherwise damaged;*

*Whether the tree has multiple weak branches;*

*Whether the foliage is sparse;*

- c. The felled tree remains on site for City inspection.
- d. Replacement required.
  - i. Non-single-family use: The property owner will be required to provide replacement trees pursuant to current code.
  - ii. Single-family use: The property owner will not be required to provide replacement trees.
  - iii. Should the City determine that the tree(s) did not pose an emergency condition, the owner shall be cited.

*Evidence of root rot;*

*If a tree is leaning;*

*If the tree top is broken; and*

*If there are “targets” such as buildings, parking, or traffic/pedestrian facilities below the tree.*

**IV. Significant tree preservation**

A. Significant tree standards:

- 1. A significant tree is an existing tree which:
  - a. When measured at four 4.5 feet above ground, has a minimum diameter of 9 inches for evergreen trees and deciduous trees;
  - b. When measured at 4.5 feet above ground, has a minimum diameter of 6 inches for Garry Oaks (also known as Oregon White Oaks); and
  - c. Regardless of the tree diameter, if it is determined to be significant by the Director due to the uniqueness of the species or provision of important wildlife habitat.

*A significant tree is any tree in Lakewood that meets certain diameter requirements for evergreen and deciduous trees. This definition is problematic since it includes invasive trees introduced by humans. Invasive species negatively impact natural ecosystems by displacing native species, reducing biological diversity, and interfering with natural succession. Invasive trees should not be categorized as significant.*

*Council is also likely to receive a request to incorporate standards specific for Garry oak protections. This proposal would add another layer to code administration, and constitutes a fiscal impact.*

*In the current code, Garry oaks, are significant if they are of a certain size. Because Garry oaks are relatively slow growing, the diameter of a significant Garry oak tree is 6 inches instead of 9 inches.*

2. Existing trees are measured by diameter at 4.5 feet above ground level, which is the usual and customary forest standard. Replacement trees are measured by diameter at 6 inches above ground level, which is the usual and customary nursery standard.
3. Damaged or diseased trees will not be considered “significant” if, following inspection and a written report by a registered landscape architect, certified nursery professional or certified arborist, and upon review of the report and concurrence by the City, they are determined to be:
  - a. Safety hazards due to root, trunk or primary limb failure;
  - b. Damaged or diseased, and do not constitute an important wildlife habitat. At the discretion of the City, damaged or diseased or standing dead trees may be retained and counted toward the significant tree requirement, if demonstrated that such trees will provide important wildlife habitat and are not classified as a safety hazard.
4. Preventive Measure Evaluation. An evaluation of preventive measures by an arborist in lieu of removing the tree and potential impacts of tree removal may be required. If required, this evaluation shall include the following measures:
  - a. Avoid disturbing the tree;
  - b. Stabilize tree;
  - c. Pruning;
  - d. Wildlife tree;

*If a Garry oak is less than 6 inches it is not considered significant unless the Director imposes the terms in IV. (1.) (c.).*

**Note(s) to the reader:**

6. *There are sections of Lakewood where there are stands of Garry oaks, but they do not meet the size criterion.*

*City has had difficulty with some property owners not wanting to hire a professional to prepare reports on damaged/diseased trees. The report preparation costs money and takes time. Further, once the report is submitted, the expectation is that the city will review the report immediately. Applications are reviewed on a first come, first served basis.*

*This section is primarily used for SEPA nonexempt permits usually associated with a Mitigated Determination of Significance (MDNS), and shoreline development permits.*

- e. Steep slopes;
- f. Creeks and lakes;
- g. Provide professional recommendations on:
  - i. The necessity of removal, including alternative measures to removal;
  - ii. The lowest-impact approach to removal;
  - iii. A replacement tree plan, if required.

B. Preservation Criteria

1. All significant trees within 20 feet of the lot perimeter or required buffer, whichever is greater, shall be preserved.
  - a. Exceptions: Significant trees may be removed if required for the siting and placement of driveway and road access, buildings, vision clearance areas, utilities, sidewalks or pedestrian walkways, or storm drainage facilities and other similar required improvements, subject to the discretion of the Director.
  - b. This requirement does not apply to single-family residential lots less than 17,000 square feet in size, where no specific tree preservation is required.
2. A percentage of all significant trees within the interior of a lot, excluding the perimeter area, shall be preserved within the applicable zoning district.
  - a. For new single-family residential development including a single-family dwelling on an individual lot, multifamily residential development, and public/quasi-public institutional development, fifty (50) percent of the significant trees located within the interior area of the lot shall be retained.

*This section outlines the regulations for staff to administer.*

*The provisions listed in this section are reflected in a tree removal permit and reviewed by City staff. Applicants are required to comply with these listed regulations in order to avoid tree replacement or fee-in-lieu. When an applicant removes trees in excess of these provisions, mitigation is required.*

*There have been some occasions where vacant, heavily treed residential lots adjacent to the lakes remain undevelopable because of the number of trees associated with the property. The only way to develop the lot is to apply for a variance and obtain hearing examiner approval. (Lots adjacent to a water body are always difficult to develop with many requirements,*

- b. For new residential subdivisions where the proposed lot size is greater than 17,000 square feet, all significant trees shall be retained and preserved except those required to be removed in order to construct streets, utilities, or other on-site improvements. Tree retention shall thereafter be provided on a lot-by-lot basis as the individual lots are developed. For subdivisions where the proposed lots are less than 17,000 square feet, no specific tree preservation is required.
  - c. For commercial development, 10 percent of the significant trees located within the interior area of the lot, or individual lots in the case of subdivisions, shall be retained.
  - d. In Open Space and Recreation zones, 95 percent of the significant trees located within the interior area of the lot shall be retained unless otherwise determined by the Director.
3. Tree preservation criteria listed above shall exclude sensitive/critical areas and their buffers, and open space areas and tracts. All trees within such areas shall be retained except as may be specifically approved and indicated in the written findings of a discretionary land use permit or a tree removal permit.
4. Additional or specific tree retention may be required as SEPA mitigation in addition to the requirements of this section.

*and opposition from adjoining neighbors.)*

*Should the Council choose to amend the exemptions related to lots under 17,000 gsf or on industrially zoned properties, this section would also be amended.*

*This section has caused some confusion for developers, due to its placement in the code. Specifically for industrially zoned lands, which are listed under "exempt." It is recommended that this section be moved to section III to clarify that it applies to all zones, including industrially zoned properties.*

*The term sensitive is not defined. Recommend striking "sensitive" and instead listing "critical areas" as defined in Chapter 14 of the Lakewood Municipal Code.*

*This section connects local regulations with state environmental protection regulations.*

***Note(s) to the reader:***

*7. IMPORTANT! The current code does not DEFINE "heritage trees," "landmark trees," "historic trees," or "protected trees." It is likely the City will receive proposed legislation requesting the City include*

*protections for these defined types of trees. Special fines usually go with such proposals (e.g., \$25,000 fine for illegal removal/damage per tree). There is an associated fiscal impact if the City chooses to enact such legislation.*

C. Tree Retention Plan Required

1. A significant tree retention plan shall be submitted to the Community Economic and Development Department for any project permit, except building permits that do not increase the footprint of a building. The plans shall be submitted according to the requirements of the application form provided by the Community Economic and Development Department.
2. The Director shall review and may approve, approve with modifications, or deny a tree retention plan subject to the provisions of this section.
3. A significant tree permit is required for the removal of any significant tree unless specifically exempted within this section.

*There is no fee for a significant tree permit.*

D. Permit/Plan Requirements. Any project permit, except building permits that do not increase the footprint of a building shall identify, preserve, and replace significant trees in accordance with the following:

1. Submit a tree retention plan that consists of a tree survey that identifies the location, size and species of all significant trees on a site and any trees over 3 inches in diameter at 4.5 feet above ground level that will be retained on the site.
  - a. The tree survey may be conducted by a method that locates individual significant trees, or
  - b. Where site conditions prohibit physical survey of the property, standard timber cruising methods may be used to reflect general locations, numbers and groupings of significant trees.
2. The tree retention plan shall also show the location, species, and dripline of each significant tree that is intended to qualify for retention credit, and



identify the significant trees that are proposed to be retained, and those that are designated to be removed.

3. The applicant shall demonstrate on the tree retention plan those tree protection techniques intended to be utilized during land alteration and construction in order to provide for the continued healthy life of retained significant trees.
4. If tree retention and/or landscape plans are required, no clearing, grading or disturbance of vegetation shall be allowed on the site until approval of such plans by the City.

E. Construction Requirements.

1. An area free of disturbance, corresponding to the dripline of the significant tree's canopy, shall be identified and protected during the construction stage with a temporary 3 foot high chain-link or plastic net fence. No impervious surfaces, fill, excavation, storage of construction materials, or parking of vehicles shall be permitted within the area defined by such fencing.
2. At Director's sole discretion, a protective tree well may be required to be constructed if the grade level within 10 feet of the dripline around the tree is to be raised or lowered. The inside diameter of the well shall be at least equal to the diameter of the tree spread dripline, plus at least 5 feet of additional diameter.
3. The Director may approve use of alternate tree protection techniques if the trees will be protected to an equal or greater degree than by the techniques listed above. Alternative techniques must be approved by a registered landscape architect, certified nursery professional or certified arborist, with review and concurrence by the City.

F. Maximum Tree Removal on Developed Properties.

Existing single-family lots: Single-family homeowners may remove significant trees without a permit based on the following:

Maximum Tree Removal on Existing Single-Family Lots without a Permit		
Lot Size	Maximum number of significant trees allowed to be removed in 1 year without a permit	Maximum number of significant trees allowed to be removed in 5 years without a permit
Lots up to 17,000 sq. ft.	N/A	N/A
Lots 17,001 to 30,000 sq. ft.	2	4
Lots 30,001 sq. ft. or greater	4	8

G. Replacement. When a significant tree subject to this section cannot be retained, the tree shall be replaced as a condition for the removal of the significant tree, in accordance with the following:

1. On-Site Replacement.

- a. Significant trees shall be replaced at a ratio of two to one (2:1) of the total diameter inches of all replacement trees to the diameter inches of all the significant trees removed.
  - b. Replacement trees shall be no smaller than three (3) inches in diameter at six (6) inches above ground;
  - c. Existing healthy trees anywhere on the site which are retained to support the remaining significant trees can be counted against the on-site replacement requirements on a one to one (1:1) basis of the total diameter inches of all replacement trees removed, provided it meets the following criteria:
    - i. The tree does not present a safety hazard; and
    - ii. The tree is between 3 and 9 inches in diameter at 4.5 feet above ground.
2. Each significant tree that is located interior to the 20 foot perimeter area, and which is in excess of the 50 percent of significant trees that are required to be retained, may be credited towards replacement on a 1.5:1 basis of the total diameter inches for any perimeter trees required to be removed for development, provided the interior tree is between 9 inches and 24 inches in diameter for evergreen trees, or between 9 inches and 30 inches in diameter for deciduous trees.
  3. Each significant tree that is located interior to the 20 foot perimeter area, and which is in excess of

the 50 percent of significant trees that are required to be retained, may be credited towards replacement on a 2:1 basis of the total diameter inches for any perimeter trees required to be removed for development, provided it meets one of the following criteria:

- a. The tree exceeds 60 feet in height, or 24 inches in diameter for evergreen trees, or 30 inches in diameter for deciduous trees.
  - b. The tree is located in a grouping of at least 5 other significant trees with canopies that touch or overlap.
  - c. The tree provides energy savings, through wind protection or summer shading, as a result of its location relative to buildings.
  - d. The tree belongs to a unique or unusual species.
  - e. The tree is located within 25 feet of any critical area or required critical area buffers.
  - f. The tree is 18 inches in diameter or greater and is identified as providing valuable wildlife habitat.
4. Off-Site Replacement. When the required number of significant trees cannot be physically retained or replaced on site, the applicant may have the option of:
- a. The planting of the required replacement trees at locations approved by the Director throughout the City. Plantings shall be completed prior to completion of the project permit requiring tree replacement.
  - b. Payment in lieu of replacement may be made to the City Tree Fund for planting of trees in other areas of the City. The payment of an amount equivalent to the estimated cost of buying and planting the trees that would otherwise have been required to be planted on site, as determined by the City's Tree Replacement Cost Schedule. Payment in lieu of planting trees on site shall be made at the time of the issuance of any building permit for the property or completion of the project permit requiring the tree replacement, whichever occurs first.

*Off-site tree replacement; \$400 for each replacement tree (see 2021 fee schedule, page 7). CED is reviewing the current fee; a proposal may be submitted to Council to adjust the fee later this year. The actual amount of the adjustment has not been determined.*

H. Trimming. Trimming of tree limbs and branches for purposes of vegetation management is permitted, provided the trimming does not cause the tree to be a safety hazard.

*City could prepare and distribute educational materials on best pruning practices, policies, techniques, and procedures for any tree requirements continued in the existing code or future code amendments.*

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**V. City Tree Fund**

A. Funding Sources. All civil penalties received under this chapter and all money received pursuant to Chapter 14.02 LMC, Environmental Rules and Procedures, shall be used for the purposes set forth in this section. In addition, the following sources may be used for the purposes set forth in this section:

1. Agreed-upon restoration payments or settlements in lieu of penalties;
2. Donations and grants for tree purposes;
3. Other moneys allocated by the City Council.

*The current balance in the City Tree Fund/ mitigation account is \$55,446.37. In the past, the City has used these funds to install native landscaping and remove invasive and non-native species at City-owned parks. Several projects have occurred at Fort Steilacoom Park. Non-native trees around Waughop Lake were removed and replaced with native plants. Total expenditure, \$15,365.*

*The tree fund was also used to remove dead and dying poplars in an area north of the barns. The poplar trees were replaced with new trees. Total expenditure, \$24,000.*

*A third project was the planting of native vegetation in and around the Fort Steilacoom Park entrance on Angle Lane. Total expenditure, \$20,000.*

*Another project, was the use of funds to assist Pierce College in establishing Garry oak tree plantings on Pierce College property. The college staff and students also developed a process to remove invasive plants species prior to planting Garry oaks. Total expenditure, \$2,000.*

*Other uses of the funds are outlined under the City's Tree Fund.*

B. Funding Purposes. The City shall use money received pursuant to this section for the following purposes:

1. Acquiring, maintaining, and preserving wooded areas within the City;
2. Planting and maintaining trees within the City;
3. Establishment of a holding public tree nursery;
4. Urban forestry education;
5. Implementation of a tree canopy monitoring program;
6. Scientific research; or
7. Other purposes relating to trees as determined by the City Council.

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### **Miscellaneous Topics:**

1. Tree preservation is only one element of a successful program to protect trees, preserve green space, and promote healthy, managed urban forests. To Lakewood's credit, this city has in place street tree ordinances, landscape ordinances, and buffer ordinances, in addition to tree preservation. And, its tree regulations are all located in one place, Title 18A, Chapter 18A.70.
2. One section that is not found in the tree preservation code are subsection specific enforcement measures. The tree preservation is enforced under standard enforcement listed in 18A.20.105. Certain sections of the code, including: sign regulations, outdoor lighting and home occupations, include enforcement sections that are specific to the regulations found in the subsection.

For illegal tree removals, the City has followed best-practice of Department of Fish and Wildlife and permitted voluntary compliance from individuals whom remove trees without permits. This includes requiring that individuals submit a tree removal permit illustrating the location of the removed trees, and estimating their size. These permits are reviewed as if the trees had not yet been removed, and mitigation is assessed appropriately or the trees are permitted to be removed. Given that the trees are no longer standing 4.5' above ground, the City relies on the circumference of the stump to estimate fee mitigation. Should an individual not make application, fees are assessed based on the stump circumference using the replacement ratio of 2:1, with a charge of \$400 per 3" replacement tree. The \$400 per replacement tree is also listed in the City's fee schedule. Should the Council want to impose additional enforcement measures, or not allow for "retroactive" permitting, it would be appropriate to include those regulations in this subsection for staff to administer.

3. Also, under the enforcement category, are recalcitrant property owners who remove trees without permits, who receive significant fines, often totaling over \$50,000, and who use the court system to delay payment, request a payment schedule, or negotiate a lesser penalty fee.
4. With any proposed amendments there will be a need to publish informational handouts and brochures. These kinds of publications potentially reduce code enforcement actions, but in addition, promote positive actions specific to climate change. For example, two large trees planted on the west side of a home, and one on the east side, can provide enough shade to reduce energy costs associated with air conditioning by 30 percent.

**LMC Title 18A**  
**Chapter 18A.70**  
**Community Design, Landscaping, & Tree Preservation**  
**Article III**

**18A.70.300 Purpose.**

This article promotes tree preservation by protecting the treed environment of the City of Lakewood by regulating the removal of significant trees and providing incentives to preserve trees that, because of their size, species, or location, provide special benefits. Tree preservation protects and enhances critical areas, facilitates aquifer recharge, reduces erosion and storm water runoff, and helps to define public and private open spaces. [Ord. 726 § 2 (Exh. B), 2019.]

**18A.70.310 Tree removal applicability/exemptions.**

The requirements for tree preservation shall be provided in accordance with the development standards of each individual zoning district and the provisions of this section, and are applicable to all zoning districts.

A. Lots of less than seventeen thousand (17,000) square feet in single-family residential zones are exempt from this chapter, except where specific tree preservation is required as a mitigation measure under SEPA. In the event a permit is not required for the establishment of a use, the standards of this section shall still apply.

B. Industrially zoned properties are exempt from this chapter, except where specific tree preservation is required as a mitigation measure under SEPA.

C. Removal of nonsignificant trees that are not protected by any other means is exempt from this chapter.

D. Removal of Trees in Association with Right-of-Way and Easements. Tree removal by a public agency or a franchised utility within a public right-of-way or upon an easement, for the purpose of installing and maintaining water, storm, sewer, power, gas or communication lines, or motorized or nonmotorized streets or paths is exempt from this chapter. Notification to the City by the public agency or franchised utility is required prior to tree maintenance or removal within City rights-of-way.

E. Emergency Removal. Any number of hazardous protected and nonprotected trees may be removed under emergency conditions. Emergency conditions include immediate danger to life or dwellings or similar stationary and valuable property, including the presence of a target. Emergency removal may occur and all the following conditions shall be met:

E. 1. The City is notified the following business day of the unpermitted action;

E. 2. Visual documentation (i.e., photographs, video, etc.) is made available; and

- E. 3. The felled tree remains on site for City inspection.
- E. 4. Replacement required.
- E. 4. a. Nonsingle-family use: The property owner will be required to provide replacement trees as established in LMC 18A.70.320 (G), Replacement.
- E. 4. b. Single-family use: The property owner will not be required to provide replacement trees.
- E. 5. Should the City determine that the tree(s) did not pose an emergency condition, the owner shall be cited for a violation of the terms of this chapter. [Ord. 726 § 2 (Exh. B), 2019.]

**18A.70.320 Significant tree preservation.**

- A. Standards. Significant tree preservation shall be required for any project permit.
  - A. 1. A significant tree is an existing tree which:
    - A. 1. a. When measured at four and one-half (4.5) feet above ground, has a minimum diameter of nine (9) inches for evergreen trees and deciduous trees;
    - A. 1. b. When measured at four and one-half (4.5) feet above ground, has a minimum diameter of six (6) inches for Garry Oaks (also known as Oregon White Oaks); and
    - A. 1. c. Regardless of the tree diameter, is determined to be significant by the Director due to the uniqueness of the species or provision of important wildlife habitat.
  - A. 2. For the purposes of this section, existing trees are measured by diameter at four and one-half (4.5) feet above ground level, which is the usual and customary forest standard. Replacement trees are measured by diameter at six (6) inches above ground level, which is the usual and customary nursery standard.
  - A. 3. Damaged or Diseased Trees. Trees will not be considered “significant” if, following inspection and a written report by a registered landscape architect, certified nursery professional or certified arborist, and upon review of the report and concurrence by the City, they are determined to be:
    - A. 3. a. Safety hazards due to root, trunk or primary limb failure;
    - A. 3. b. Damaged or diseased, and do not constitute an important wildlife habitat. At the discretion of the City, damaged or diseased or standing dead trees may be retained and counted toward the significant tree requirement, if demonstrated that such trees will provide important wildlife habitat and are not classified as a safety hazard.



A. 4. Preventive Measure Evaluation. An evaluation of preventive measures by an arborist in lieu of removing the tree and potential impacts of tree removal may be required. If required, this evaluation shall include the following measures:

A. 4. a. Avoid disturbing tree: Avoid disturbing the tree at all unless it represents a hazard as determined by an arborist;

A. 4. b. Stabilize tree: Stabilize the tree, if possible, using approved arboricultural methods such as cable and bracing in conjunction with other practices to rejuvenate the tree such as repairing damaged bark and trunk wounds, mulching, application of fertilizer, and improving aeration of the tree root zones;

A. 4. c. Pruning: Remove limbs from the tree, such as removing dead or broken branches, or by reducing branch end weights. If needed, remove up to one-quarter (1/4) of the branches from the canopy and main trunk only in small amounts, unless greater pruning is needed by approval of the arborist;

A. 4. d. Wildlife tree: Create a wildlife tree or snag, or cut the tree down to a safe condition, without disturbing the roots, where the tree no longer poses a hazard. To create snags, remove all branches from the canopy, girdle deciduous trees, and leave the main trunk standing. Wildlife trees or snags are most appropriate in City parks, greenbelts, vacant property, and environmentally critical areas;

A. 4. e. Steep slopes: Removal of tree roots on steep slopes may require a geotechnical evaluation;

A. 4. f. Creeks and lakes: Trees fallen into creeks and lakes are to remain in place unless they create a hazard; and

A. 4. g. Provide professional recommendations on:

A. 4. g. 1. The necessity of removal, including alternative measures to removal;

A. 4. g. 2. The lowest-impact approach to removal;

A. 4. g. 3. A replacement tree plan, if required.

B. Preservation Criteria. All significant trees shall be preserved according to the following criteria:

B. 1. Perimeter Trees. All significant trees within twenty (20) feet of the lot perimeter or required buffer, whichever is greater, shall be preserved; except that significant trees may be removed if required for the siting and placement of driveway and road access, buildings, vision clearance areas, utilities, sidewalks or pedestrian walkways, or storm drainage facilities and other similar required improvements, subject to the discretion of the Director.

This requirement shall not apply to single-family residential lots less than seventeen thousand (17,000) square feet in size, where no specific tree preservation is required.

B. 2. Interior Trees. A percentage of all significant trees within the interior of a lot, excluding the perimeter area, shall be preserved within the applicable zoning district.

B. 2. a. For new single-family residential development including a single-family dwelling on an individual lot, multifamily residential development, and public/quasi-public institutional development, fifty (50) percent of the significant trees located within the interior area of the lot shall be retained.

B. 2. b. For new residential subdivisions where the proposed lot size is greater than seventeen thousand (17,000) square feet, all significant trees shall be retained and preserved except those required to be removed in order to construct streets, utilities, or other on-site improvements. Tree retention shall thereafter be provided on a lot-by-lot basis as the individual lots are developed. For subdivisions where the proposed lots are less than seventeen thousand (17,000) square feet, no specific tree preservation is required.

B. 2. c. For commercial development, ten (10) percent of the significant trees located within the interior area of the lot, or individual lots in the case of subdivisions, shall be retained.

B. 2. d. In Open Space and Recreation zones, ninety-five (95) percent of the significant trees located within the interior area of the lot shall be retained unless otherwise determined by the Director.

B. 3. Buffers and Sensitive/Critical Areas. Tree preservation criteria listed above shall exclude sensitive/critical areas and their buffers, and open space areas and tracts. All trees within such areas shall be retained except as may be specifically approved and indicated in the written findings of a discretionary land use permit or a tree removal permit.

B. 4. SEPA Requirements. Additional or specific tree retention may be required as SEPA mitigation in addition to the requirements of this section.

C. Tree Retention Plan Required.

C. 1. A significant tree retention plan shall be submitted to the Community Economic and Development Department for any project permit, except building permits that do not increase the footprint of a building. The plans shall be submitted according to the requirements of the application form provided by the Community Economic and Development Department.

C. 2. The Director shall review and may approve, approve with modifications, or deny a tree retention plan subject to the provisions of this section.

C. 3. A significant tree permit is required for the removal of any significant tree unless specifically exempted within this section.

D. Permit/Plan Requirements. Any project permit, except building permits that do not increase the footprint of a building shall identify, preserve, and replace significant trees in accordance with the following:

D. 1. Submit a tree retention plan that consists of a tree survey that identifies the location, size and species of all significant trees on a site and any trees over three (3) inches in diameter at four and one-half (4.5) feet above ground level that will be retained on the site.

D. 1. a. The tree survey may be conducted by a method that locates individual significant trees, or

D. 1. b. Where site conditions prohibit physical survey of the property, standard timber cruising methods may be used to reflect general locations, numbers and groupings of significant trees.

D. 2. The tree retention plan shall also show the location, species, and dripline of each significant tree that is intended to qualify for retention credit, and identify the significant trees that are proposed to be retained, and those that are designated to be removed.

D. 3. The applicant shall demonstrate on the tree retention plan those tree protection techniques intended to be utilized during land alteration and construction in order to provide for the continued healthy life of retained significant trees.

D. 4. If tree retention and/or landscape plans are required, no clearing, grading or disturbance of vegetation shall be allowed on the site until approval of such plans by the City.

E. Construction Requirements.

E. 1. An area free of disturbance, corresponding to the dripline of the significant tree's canopy, shall be identified and protected during the construction stage with a temporary three (3) foot high chain-link or plastic net fence. No impervious surfaces, fill, excavation, storage of construction materials, or parking of vehicles shall be permitted within the area defined by such fencing.

E. 2. At Director's sole discretion, a protective tree well may be required to be constructed if the grade level within ten (10) feet of the dripline around the tree is to be raised or lowered. The inside diameter of the well shall be at least equal to the diameter of the tree spread dripline, plus at least five (5) feet of additional diameter.

E. 3. The Director may approve use of alternate tree protection techniques if the trees will be protected to an equal or greater degree than by the techniques listed above. Alternative techniques must be approved by a registered landscape architect, certified nursery professional or certified arborist, with review and concurrence by the City.

E. 4. If any significant tree that has been specifically designated to be retained in the tree preservation plan dies or is removed within five (5) years of the development of the site, then the significant tree shall be replaced pursuant to subsection (G) of this section.

F. Maximum Tree Removal on Developed Properties. Existing single-family lots: Single-family homeowners may remove significant trees without a permit based on the following:

<b>Maximum Tree Removal on Existing Single-Family Lots without a Permit</b>		
<b>Lot Size</b>	<b>Maximum number of significant trees allowed to be removed in 1 year without a permit</b>	<b>Maximum number of significant trees allowed to be removed in 5 years without a permit</b>
Lots up to 17,000 sq. ft.	N/A	N/A
Lots 17,001 to 30,000 sq. ft.	2	4
Lots 30,001 sq. ft. or greater	4	8

G. Replacement. When a significant tree subject to this section cannot be retained, the tree shall be replaced as a condition for the removal of the significant tree, in accordance with the following:

G. 1. On-Site Replacement.

G. 1. a. Significant trees shall be replaced at a ratio of two to one (2:1) of the total diameter inches of all replacement trees to the diameter inches of all the significant trees removed.

G. 1. b. Replacement trees shall be no smaller than three (3) inches in diameter at six (6) inches above ground;

G. 1. c. Existing healthy trees anywhere on the site which are retained to support the remaining significant trees can be counted against the on-site replacement requirements on a one to one (1:1) basis of the total diameter inches of all replacement trees removed, provided it meets the following criteria:

G. 1. c. i. The tree does not present a safety hazard; and

G. 1. c. ii. The tree is between three (3) and nine (9) inches in diameter at four and one-half (4.5) feet above ground.

G. 2. Each significant tree that is located interior to the twenty (20) foot perimeter area, and which is in excess of the fifty (50) percent of significant trees that are required to be retained, may be credited towards replacement on a one and one-half to one (1.5:1) basis of the total diameter inches for any perimeter trees required to be removed for development, provided the interior tree is between nine (9) inches and twenty-four (24) inches in diameter for evergreen trees, or between nine (9) inches and thirty (30) inches in diameter for deciduous trees.

G. 3. Each significant tree that is located interior to the twenty (20) foot perimeter area, and which is in excess of the fifty (50) percent of significant trees that are required to be retained, may be credited towards replacement on a two to one (2:1) basis of the total diameter inches for any perimeter trees required to be removed for development, provided it meets one of the following criteria:

G. 3. a. The tree exceeds sixty (60) feet in height, or twenty-four (24) inches in diameter for evergreen trees, or thirty (30) inches in diameter for deciduous trees.

G. 3. b. The tree is located in a grouping of at least five (5) other significant trees with canopies that touch or overlap.

G. 3. c. The tree provides energy savings, through wind protection or summer shading, as a result of its location relative to buildings.

G. 3. d. The tree belongs to a unique or unusual species.

G. 3. e. The tree is located within twenty-five (25) feet of any critical area or required critical area buffers.

G. 3. f. The tree is eighteen (18) inches in diameter or greater and is identified as providing valuable wildlife habitat.

G. 4. Off-Site Replacement. When the required number of significant trees cannot be physically retained or replaced on site, the applicant may have the option of:

G. 4. a. The planting of the required replacement trees at locations approved by the Director throughout the City. Plantings shall be completed prior to completion of the project permit requiring tree replacement.

G. 4. b. Payment in lieu of replacement may be made to the City Tree Fund for planting of trees in other areas of the City. The payment of an amount equivalent to the estimated cost of buying and planting the trees that would otherwise have been required to be planted on site, as determined by the City's Tree Replacement Cost Schedule. Payment in lieu of planting trees on site shall be made at the time of the issuance of any building permit for the property or completion of the project permit requiring the tree replacement, whichever occurs first.

H. Trimming. Trimming of tree limbs and branches for purposes of vegetation management is permitted, provided the trimming does not cause the tree to be a safety hazard. [Ord. 726 § 2 (Exh. B), 2019.]

### **18A.70.330 City Tree Fund.**

A. Funding Sources. All civil penalties received under this chapter and all money received pursuant to Chapter 14.02 LMC, Environmental Rules and Procedures, shall be used for the

purposes set forth in this section. In addition, the following sources may be used for the purposes set forth in this section:

- A. 1. Agreed-upon restoration payments or settlements in lieu of penalties;
- A. 2. Donations and grants for tree purposes;
- A. 3. Other moneys allocated by the City Council.

B. Funding Purposes. The City shall use money received pursuant to this section for the following purposes:

- B. 1. Acquiring, maintaining, and preserving wooded areas within the City;
- B. 2. Planting and maintaining trees within the City;
- B. 3. Establishment of a holding public tree nursery;
- B. 4. Urban forestry education;
- B. 5. Implementation of a tree canopy monitoring program;
- B. 6. Scientific research; or
- B. 7. Other purposes relating to trees as determined by the City Council. [Ord. 726 § 2 (Exh. B), 2019.]

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Authorizing the Use of American Rescue Plan Act (ARPA) Funds for the 2021 Warriors of Change Program conducted by Communities in Schools Lakewood	<b>TYPE OF ACTION:</b>
November 1, 2021		<input type="checkbox"/> ORDINANCE NO.
		<input type="checkbox"/> RESOLUTION NO.
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Contract 2021-243	<input checked="" type="checkbox"/> MOTION NO. 2021-80
		<input type="checkbox"/> OTHER

**SUBMITTED BY:** Tiffany Speir, Long Range & Strategic Planning Manager


**RECOMMENDATION:** That the City Council approve Motion 2021-80.

**DISCUSSION:** The City was allocated \$13,766,236 in American Rescue Plan Act (ARPA) funds. On September 20, 2021, the City Council adopted Ordinance 759 that identified initial ARPA expenditures, including funding the 2021 Warriors of Change Program that was conducted by Communities in Schools Lakewood in the Clover Park School District.

Contract 2021-243 between the City of Lakewood and Communities in Schools Lakewood describes the program and is attached. There will be a presentation to the City Council about the 2021 Warriors of Change program on December 6, 2021.

**ALTERNATIVE(S):** The City Council could decline to authorize the use of ARPA funds for the 2021 Warriors of Change program.

**FISCAL IMPACT:** Contract 2021-243 authorizes costs of up to \$49,000. City Ordinance 759 authorizes \$68,450 for the Warriors of Change Program. The entirety of the actual program cost, as well as the associated \$3,443 in City administrative costs, will be funded from the City's ARPA funds.

Prepared by  Tiffany Speir <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Department Director  Dave Bugher <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	City Manager Review  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
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**2021 CONTRACT FOR SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
COMMUNITIES IN SCHOOLS OF LAKEWOOD**

**THIS AGREEMENT** is entered into this 24 day of June, 2021, by and between the City of Lakewood, Washington, a code city duly organized and existing pursuant to laws of the State of Washington, hereinafter referred to as the "City" and Communities in Schools of Lakewood, hereinafter referred to as the "Agency."

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

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

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

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

2. Compensation and Methods of Payment. The City shall **reimburse** the Agency or utilize City purchasing procedures for services rendered as set forth on "Exhibit A," Budget attached hereto and incorporated herein by this reference. Compensation shall be paid by the City following receipt of a properly completed Invoice and Reimbursement Request. The Agency may submit requests to the City for payment on an annual or quarterly basis.

ARPA funds will be used to offset this youth program addressing educational disparities and providing additional services to high poverty school districts within hardest hit communities and areas.

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

5. Duration of Contract. This Contract shall be in full force and effect for a period commencing on the 1<sup>st</sup> day of June, 2021 and ending on the 31<sup>st</sup> day of December, 2021, unless sooner terminated under the provisions hereinafter specified.

6. Independent Contractor. The Agency and City agree that the Agency is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Agency nor any employee of the Agency shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall



not be responsible for withholding or otherwise deducting federal income tax or social security payments or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any other employee of the Agency.

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

8. Record Keeping and Reporting.

A. The Agency shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Contract and compliance with this Contract. The Agency shall notify the City within ten (10) days of any significant change in program personnel.

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

C. The Agency shall provide an annual report to the City containing actual outcomes, indicators and an evaluation of the program. **Report is due by the 1<sup>st</sup> day of December, 2021.**

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

E. The City of Lakewood places a high priority on collaboration. As such, the Agency shall provide representation at the monthly Lakewood Community Collaboration Meeting.

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

11. Termination. The City of Lakewood may suspend or terminate this Agreement in whole or in part for convenience, upon 15 days written notice to the Agency. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Contract immediately. If for any reason an agency does not comply with all aspects of this

contract, including mandatory reports, such non-compliance may jeopardize the agency's ability to receive future funding.

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

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

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

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

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

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

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

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

TO THE CITY  
City of Lakewood  
6000 Main St SW  
Lakewood, Washington 98499  
Attention: Mary Dodsworth

TO THE AGENCY:  
Kerri Pedrick, Executive Director  
10828 Gravelly Lake Dr SW  
Suite 104  
Lakewood, WA 98499

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

17. E-verify. The contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this Contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this Contract, or any subsequent renewals, modifications or

extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

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

**City of Lakewood**

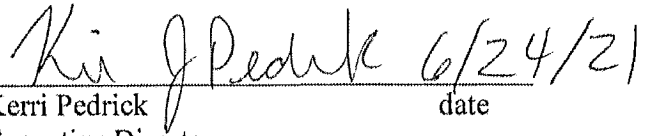
**Communities In Schools of Lakewood**



Tho Kraus, Acting City Manager 7/13/2021

John J. Caulfield  
City Manager

date

 6/24/21

Kerri Pedrick  
Executive Director

date

Attest:



July 13, 2021

Briana Schumacher  
City Clerk

date

Approved as to Form:



7/12/21

Heidi Ann Wachter  
City Attorney

date

## **Exhibit A**

### **Scope of Work and Compensation**

**Warriors of Change Program: Grant not to exceed \$49,000**

#### **Scope of Work**

##### **Description of Services**

CISL will provide the Warriors of Change program for high school students in partnership with Clover Park High School during the 2021 summer season. Warriors of Change is a leadership development and project-based learning program preparing students them for their transitions in school and beyond.

Funding will be used for program costs to include program incentives to youth/young adults in the form of cash stipends and/or the equivalent. All participants will sign a "Participant Agreement" outlining expectations and requirements to receive the program incentives.

Location of Service Delivery: Clover Park High School; 11023 Gravelly Lake Dr SW, Lakewood, WA 98499

Duration of Services: June 21 – July 30, 2021

Time of Services: 9:00am-4:30pm;  
Warriors of Change Sessions 12:00-2:45PM

Target Groups: Youth & Teens ages 6-18

Outputs Goal: 50 Total Unduplicated youth/young adults to be served

##### **Program Budget: Total Request is \$48,775**

- Salaries & Benefits includes CISL Site Coordination and costs to administer program
- Other Expenses includes incentives for students and mentors to participate in program.

The Clover Park School District is providing funding for school-staff and teachers, facilitate costs, and the contract with Quantum Learning.

City of Lakewood funds will be used to support the Warriors of Change program and the cash-incentives for the student participants.

- Student end-of-program cash incentives (\$500 each for each student who completes the program – up to 50 students)
- Cohort-Mentor stipends (\$1,000 each for up to 8 mentors)
- Admin costs for managing student & mentors (up to 10% of request)
- Summer Program Coordinator Costs for 2 months

ARPA funds will be used to offset this youth program addressing educational disparities and providing additional services to high poverty school districts within hardest hit communities and areas.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 1, 2021	<b>TITLE:</b> Authorizing a Contract with Habitat for Humanity to fund Off-Site Utility and Street Improvements with American Rescue Plan Act (ARPA) Funds	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION NO.
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Contract	<u>X</u> MOTION NO. 2021-81 — OTHER

**SUBMITTED BY:** Tiffany Speir, Long Range & Strategic Planning Manager

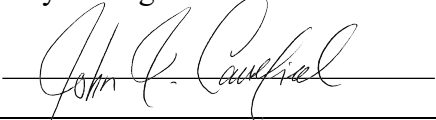
**RECOMMENDATION:** That the City Council approve Motion 2021-81.

**DISCUSSION:** The City was allocated \$13,766,236 in American Rescue Plan Act (ARPA) funds. On September 20, 2021, the City Council adopted Ordinance 759 that identified initial ARPA expenditures, including funding the off-site utility and street improvements for the Habitat for Humanity “Boat Street project.” The project will provide at least 9 affordable homes in the Tillicum Neighborhood, a HUD Qualified Census Tract and a Disproportionately Impacted Community under ARPA.

The Scope of Work is discussed in Exhibit C of the attached Agreement for Services.

**ALTERNATIVE(S):** The City Council could decline to authorize the contract.

**FISCAL IMPACT:** The contract totals \$242,000. The entirety of this cost, as well as the associated \$12,100 in City administrative costs, total \$254,100 and will be funded from the City’s ARPA funds.

Prepared by  Tiffany Speir _____  Department Director  Dave Bugher _____	City Manager Review   _____
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6000 Main St. SW, Lakewood WA 98499  
253.589.2489

**CITY OF LAKEWOOD AMERICAN RESCUE PLAN ACT (ARPA) SERVICE AGREEMENT NO. XXXXXX**

**THIS AGREEMENT is entered into this day by and between the CITY OF LAKEWOOD, a political subdivision of the State of Washington (herein referred to as "City of Lakewood" or "CITY") and Tacoma-Pierce County Habitat for Humanity (herein referred to as "the SUBRECIPIENT\_CONTRACTOR"):**

SUBRECIPIENT NAME:	<b>T-PC Habitat for Humanity</b>	UBI No.:	
SUBRECIPIENT Address:	3631 Drexler Dr West, University Place, WA 98466	Fed Tax ID No.:	
SUBRECIPIENT Contact:	<b>Jason Gauthier</b>	Contact Email:	<a href="mailto:jgauthier@tpc-habitat.org">jgauthier@tpc-habitat.org</a>
Main Contact Address:	4824 South Tacoma Way, Tacoma, WA 98409	Contact Phone No.	906-221-5382

Project Title:	<b>Pierce County Business Accelerator Program</b>		
Agreement Start Date:	<b>Date of Execution</b>	Agreement End Date:	<b>December 31, 2026</b>
Total Agreement Amount:	<b>\$242,000.00</b>	Account No.:	<b>ARPA Special Revenue Fund</b>

**Formal notice or communication to be given under this Agreement shall be deemed properly given if delivered or if mailed postage prepaid and addressed to:**

<b>CITY OF LAKEWOOD CONTACT:</b>	<b>SUBRECIPIENT CONTACT:</b>
Name: Tiffany Speir	Name: Jason Gauthier
Title: ARPA Program Manager	Title: Director of Operations & Government Affairs
Email: <a href="mailto:tspeir@cityoflakewood.us">tspeir@cityoflakewood.us</a>	Email: <a href="mailto:jgauthier@tpc-habitat.org">jgauthier@tpc-habitat.org</a>
Phone: 253.983.7702	Phone: 906-221-5382
Address: 6000 Main St. SW, Lakewood WA 98499	Address: 4824 South Tacoma Way, Tacoma, WA 98409

Location and address where services will be provided or centered: \_\_\_\_\_

**TO BE FILLED OUT BY CITY**

ARPA Category (See Attachment F): \_\_\_\_\_

ARPA Expenditure Category (See Attachment F): \_\_\_\_\_

**ARPA authorizes local governments to provide financial support to 3<sup>rd</sup> parties (other government units, non-profits, etc.) to in turn assist people and businesses. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the SUBRECIPIENT shall provide services and comply with the requirements set forth in this agreement and attachments, incorporated into this agreement by reference:**

- Attachment A: General Terms and Conditions
- Attachment B: Federal Terms and Conditions
- Attachment C: **Scope of Work**
- Attachment D: **Agreement Budget**
- Attachment E: Reporting Requirements
- Attachment F: Expenditure Categories and Subcategories

IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**SUBRECIPIENT\_CONTRACTOR SIGNATURE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**LAKWOOD ARPA PROGRAM MANAGER SIGNATURE:**

\_\_\_\_\_  
Tiffany Speir

**LAKWOOD FINANCE DIRECTOR SIGNATURE:**

\_\_\_\_\_  
Tho Krause

**LAKWOOD CITY ATTORNEY SIGNATURE:**

\_\_\_\_\_  
Heidi Wachter

**LAKWOOD CITY MANAGER:**

\_\_\_\_\_  
John Caulfield



## ATTACHMENT A: GENERAL TERMS AND CONDITIONS

### SECTION 1.0 SUBRECIPIENT\_CONTRACTOR RESPONSIBILITIES AND OBLIGATIONS

The American Rescue Plan Act (ARPA), H.R.1319 (2021-2022), Public Law No: 117-2, authorizes local governments to provide financial support to 3<sup>rd</sup> parties (other government units, non-profits, etc.) to in turn assist people and businesses. **SUBRECIPIENT\_CONTRACTOR** shall perform all services identified in the attached **Attachment C, Scope of Work**, in accordance with ARPA and all applicable professional standards. **SUBRECIPIENT\_CONTRACTOR** agrees that it will use only qualified, competent personnel and that **SUBRECIPIENT\_CONTRACTOR** shall not make substitutions for persons whose performance the CITY has specifically requested. **SUBRECIPIENT\_CONTRACTOR** will apply for and will obtain all necessary permits. **SUBRECIPIENT\_CONTRACTOR** shall comply with data reporting provisions to include but not limited to the items set forth in **Attachment E**.

### SECTION 2.0 CITY RESPONSIBILITIES AND OBLIGATIONS

The CITY has described the services, activities, materials, and equipment approved for ARPA Funding submitted by **SUBRECIPIENT\_CONTRACTOR** in **Attachment C, Scope of Services**.

### SECTION 3.0 REIMBURSEMENT PROVISIONS

The **SUBRECIPIENT\_CONTRACTOR** shall submit monthly invoices for services performed and authorized under this agreement as defined in **Attachment D, Budget**. The invoices will be based on actual costs and include supporting documentation. Within Thirty (30) days after receiving the invoice, the CITY shall remit to the **SUBRECIPIENT\_CONTRACTOR** payment.

### SECTION 4.0 ASSIGNMENT AND SUBCONTRACTING

No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the CITY.

### SECTION 5.0 NO THIRD-PARTY BENEFICIARY

The CITY does not intend by this Agreement to assume any contractual obligations to anyone other than **SUBRECIPIENT\_CONTRACTOR**, and **SUBRECIPIENT\_CONTRACTOR** does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY. The CITY and **SUBRECIPIENT\_CONTRACTOR** do not intend that there be any third-party beneficiary to this Agreement.

### SECTION 6.0 CITY AND **SUBRECIPIENT\_CONTRACTOR** AS INDEPENDENT **SUBRECIPIENT\_CONTRACTOR**

Both **SUBRECIPIENT\_CONTRACTOR** and the CITY are and shall at all times be deemed to be independent contractors. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between **SUBRECIPIENT\_CONTRACTOR** and the CITY or any of **SUBRECIPIENT\_CONTRACTOR'S** or CITY'S agents or employees. **SUBRECIPIENT\_CONTRACTOR** and the CITY shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by **SUBRECIPIENT\_CONTRACTOR** and the CITY, respectively, pursuant to this Agreement.

### SECTION 7.0 REGULATIONS AND REQUIREMENT

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, including the American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury.

## **SECTION 8.0 RIGHT TO REVIEW**

Performance of this Agreement is subject to review by any Federal, State or County auditor, including a single audit for **SUBRECIPIENT\_CONTRACTORS** receiving more than \$750,000 as required by the American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury. The CITY or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the CITY. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by CITY agents or employees, inspection of all records or other materials that the CITY deems pertinent to the Agreement and its performance, and all communications with or evaluations by service recipients under this Agreement.

**SUBRECIPIENT\_CONTRACTOR** shall preserve and maintain all financial records and records relating to the performance of work under this Agreement as required by American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury. In no case shall the **SUBRECIPIENT\_CONTRACTOR** preserve and maintain all records for less than six (6) years from the final payment to **SUBRECIPIENT\_CONTRACTOR**.

## **SECTION 9.0 MODIFICATIONS**

**SUBRECIPIENT\_CONTRACTOR** and the CITY may request changes in service to be performed. Any such changes that are mutually agreed upon by the parties shall be incorporated herein by written amendment to this Agreement.

## **SECTION 10.0 TERMINATION FOR PUBLIC CONVENIENCE**

The CITY may terminate the Agreement in whole or in part whenever the CITY, in its sole discretion, determines that such termination is in the interests of the CITY. Whenever the Agreement is terminated in accordance with this paragraph, **SUBRECIPIENT\_CONTRACTOR** shall be entitled to 1) two weeks written notice of termination and 2) payment for actual work performed prior to termination. Termination of this Agreement by the CITY at any time during its term, whether for default or convenience, shall not constitute a breach of agreement by the CITY.

## **SECTION 11.0 TERMINATION FOR DEFAULT**

If the **SUBRECEIPIENT\_CONTRACTOR** defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the CITY may, by depositing written notice to the **SUBRECIPIENT\_CONTRACTOR** in the U.S. mail, postage prepaid, terminate the contract, and at the CITY'S option, obtain performance of the work elsewhere. If the contract is terminated for default, the **SUBRECEIPIENT\_CONTRACTOR** shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the CITY resulting from such default(s) shall be deducted from any money due or coming due to the **SUBRECEIPIENT\_CONTRACTOR**. The **SUBRECEIPIENT\_CONTRACTOR** shall bear any extra expenses incurred by the CITY in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the CITY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the **SUBRECEIPIENT\_CONTRACTOR** was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

**SECTION 12.0 DEFENSE AND INDEMNITY**

The **SUBRECEIPIENT\_CONTRACTOR** agrees to defend, indemnify and save harmless the CITY, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the CITY, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to or arises from the negligence of the **SUBRECEIPIENT\_CONTRACTOR**, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the CITY, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the CITY, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the **SUBRECEIPIENT\_CONTRACTOR'S** negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract.

**SECTION 13.0 INSURANCE REQUIREMENTS**

The insurance coverages specified in this paragraph (12.) are required unless modified by Attachment C of this agreement. If insurance requirements are contained in Attachment C they take precedence. The **SUBRECIPIENT\_CONTRACTOR** shall, at the **SUBRECIPIENT\_CONTRACTOR'S** own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1,000.00 deductible.
<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1,000.00 deductible.
<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

City of Lakewood shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the **SUBRECIPIENT\_CONTRACTOR** shall be primary over any insurance carried by City of Lakewood. The **SUBRECIPIENT\_CONTRACTOR** shall provide a certificate of insurance to be approved by the City Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the City of Lakewood as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The **SUBRECIPIENT\_CONTRACTOR** may comply with these insurance requirements through a program of self-insurance that meets or exceeds these minimum limits. The **SUBRECIPIENT\_CONTRACTOR** must provide City of Lakewood with adequate documentation of self-insurance prior to performing any work related to this contract and treat the CITY as an insured under the indemnity agreement. Should the **SUBRECIPIENT\_CONTRACTOR** no longer benefit from a program of self-insurance, the **SUBRECIPIENT\_CONTRACTOR** agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

City of Lakewood shall have no obligation to report occurrences unless a claim is filed with the City; nor shall City of Lakewood have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished City of Lakewood prior to the date of cancellation, change or nonrenewal, such notice to be sent to the City of Lakewood, 6000 Main St SW, Lakewood, WA 98499."

#### **SECTION 14.0 NON-DISCRIMINATION**

The CITY and **SUBRECIPIENT\_CONTRACTOR** certify that they are Equal Opportunity Employers.

#### **SECTION 15.0 APPLICABLE LAW AND VENUE**

This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Pierce County Superior Court. The Parties shall be responsible for their own attorney's fees and costs.

#### **SECTION 16.0 WITHOLDING PAYMENT**

In the event the Contracting Officer determines that the **SUBRECIPIENT\_CONTRACTOR** has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the CITY may withhold from amounts otherwise due and payable to **SUBRECIPIENT\_CONTRACTOR** the amount determined by the CITY as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling **SUBRECIPIENT\_CONTRACTOR** to termination or damages, provided that the CITY promptly gives notice in writing to the **SUBRECIPIENT\_CONTRACTOR** of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the **SUBRECIPIENT\_CONTRACTOR** of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the **SUBRECIPIENT\_CONTRACTOR** acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement.

The CITY may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the **SUBRECIPIENT\_CONTRACTOR**, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the **SUBRECIPIENT\_CONTRACTOR** obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to City by reason of good faith withholding by the CITY under this clause.

## **SECTION 17.0 DISPUTES**

- **17.1 GENERAL**

Differences between the **SUBRECIPIENT\_CONTRACTOR** and the CITY, arising under and by virtue of the Contract Documents shall be brought to the attention of the CITY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer shall be final and conclusive

- **17.2 NOTICE OF POTENTIAL CLAIMS**

The **SUBRECIPIENT\_CONTRACTOR** shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the CITY, or (2) the happening of any event or occurrence, unless the **SUBRECIPIENT\_CONTRACTOR** has given the CITY a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the CITY. The written Notice of Potential Claim shall set forth the reasons for which the **SUBRECIPIENT\_CONTRACTOR** believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. **SUBRECIPIENT\_CONTRACTOR** shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

- **17.3 DETAILED CLAIM**

The **SUBRECIPIENT\_CONTRACTOR** shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the CITY, the **SUBRECIPIENT\_CONTRACTOR** has given the CITY a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

## **SECTION 18.0 SEVERABILITY**

In the event any term or condition of this Agreement, or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of the Agreement are declared severable.

## **SECTION 19.0 WAIVER**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

## **SECTION 20.0 ENTIRE AGREEMENT**

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

## ATTACHMENT B: FEDERAL TERMS AND CONDITIONS

### Coronavirus Local Fiscal Recovery Fund (CLFRF) established under the American Rescue Plan Act (ARPA)

ARPA Coronavirus State and Local Fiscal Recovery Funds (SLFRF) provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. **Recipients (herein, the CITY) may use Coronavirus State and Local Fiscal Recovery Funds to:**

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

**ARPA authorizes local governments to provide financial support to 3<sup>rd</sup> parties (other government units, non-profits, etc.) to in turn assist people and businesses.**

#### CFR Compliance Requirements:

**The following CFR policy requirements apply to this assistance listing:**

31 CFR Part 35, as amended by the Interim final rule published May 17, 2021, at 26786 FR Vol. 86, No. 93; or otherwise subsequently amended by Final Rule.

2 CFR Subpart B, General provisions

2 CFR Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards

2 CFR Subpart D, Post Federal; Award Requirements

2 CFR Subpart E, Cost Principles

2 CFR Subpart F, Audit Requirements

**Additional Information: The following 2 CFR Policy requirements also apply to this assistance listing:** 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 CFR Part 200, Subpart C, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213(Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 CFR Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment.)

**SUBRECIPIENT\_CONTRACTOR'S** expenditure of American Rescue Plan Act (ARPA) funds must comply with Sec. 601(d) of the Social Security Act. Pursuant to guidance issued by the United States Department of the Treasury, ARPA fund payments are considered federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls,

§§200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The US Treasury has assigned ARPA funds the CFDA number of 21.019.

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”



## Byrd Anti-Lobbying Certification Form

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The **SUBRECIPIENT\_CONTRACTOR**, \_\_\_\_\_, affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **SUBRECIPIENT\_CONTRACTOR** understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of **SUBRECIPIENT\_CONTRACTOR's** Authorized Official

\_\_\_\_\_  
Name of **SUBRECIPIENT\_CONTRACTOR's** Authorized Official

\_\_\_\_\_  
Date

### ATTACHMENT C: SCOPE OF WORK

SUBRECIPIENT\_CONTRACTOR agrees to provide the CITY with services related to the response to the public health emergency created by the Coronavirus Disease 2019 (COVID-19). **The Work to be performed may include, but is not limited to, any or all of the following:**

Offsite Construction Cost support: All underground utilities with full street improvements on Boat St; ¾ street improvements on 88<sup>th</sup>

## TPCHFH - LAND ACQUISITION PRO FORMA

Site - Boat St.

DEVELOPMENT COSTS	Number of Homes =	9	HOME	CDBG	SHOP	Habitat	Comments
Off-Site Construction							
Sanitary Sewer Extension		\$81,450	\$81,450				
Water Main Extension & Hydrants		\$56,350	\$56,350				RPD vs LW
Storm Drainage		\$37,225	\$37,225				
Dry Utilities (Power, Gas, Tel)		\$0					
Joint Utility Trench		\$9,950	\$9,950				
Earthwork & Grading		\$0					
Public Street Work - Paving, Sidewalk, Traffic Control, Etc.		\$56,860		\$56,860			
Street Lighting		\$0					
Off-Site Construction Subtotal		\$241,835	\$184,975	\$56,860	\$0	\$0	
Site Development Total		\$340,070	\$184,975	\$56,860	\$66,100	\$0	

**ATTACHMENT D: AGREEMENT BUDGET**

TPCHFH - LAND ACQUISITION PRO FORMA

Site - Boat St.

DEVELOPMENT COSTS	Number of Homes =	9	HOME	CDBG	SHOP	Habitat	Comments
Off-Site Construction							
Sanitary Sewer Extension		\$81,450	\$81,450				
Water Main Extension & Hydrants		\$56,350	\$56,350				RPD vs LW
Storm Drainage		\$37,225	\$37,225				
Dry Utilities (Power, Gas, Tel)		\$0					
Joint Utility Trench		\$9,950	\$9,950				
Earthwork & Grading		\$0					
Public Street Work - Paving, Sidewalk, Traffic Control, Etc.		\$56,860		\$56,860			
Street Lighting		\$0					
Off-Site Construction Subtotal		\$241,835	\$184,975	\$56,860	\$0	\$0	
Site Development Total		\$340,070	\$184,975	\$56,860	\$66,100	\$0	

**TOTAL: \$242,000**

## **ATTACHMENT E: REPORTING REQUIREMENTS**

**SUBRECIPIENT\_CONTRACTOR** agrees to provide the CITY with timely financial and program progress data needed to report to the Department of the Treasury as required by the CITY.

**SUBRECIPIENT\_CONTRACTOR** also agrees to provide the CITY with timely data needed to report to the Lakewood City Council pursuant to Ordinance 759 and the City of Lakewood ARPA Program.

**ATTACHMENT F**  
**ARPA Expenditure Categories and Subcategories**

The Expenditure Categories (EC) listed below must be used to categorize each project as noted on Page 1 above. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a “category” (e.g., EC 1), it includes all Expenditure Categories within that level.

\*Denotes in table below areas where the CITY must identify the amount of the total funds that are allocated to evidence-based interventions (see following section below for more details.)

^Denotes in table below areas where the CITY must report on whether projects are primarily serving disadvantaged communities (see Project Demographic Distribution section above for details.)

<b>1: Public Health</b>
1.1 COVID-19 Vaccination ^
1.2 COVID-19 Testing ^
1.3 COVID-19 Contact Tracing
1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5 Personal Protective Equipment
1.6 Medical Expenses (including Alternative Care Facilities)
1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/ Quarantine)
1.9 Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10 Mental Health Services*
1.11 Substance Use Services*
1.12 Other Public Health Services
<b>2: Negative Economic Impacts</b>
2.1 Household Assistance: Food Programs* ^
2.2 Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3 Household Assistance: Cash Transfers* ^
2.4 Household Assistance: Internet Access Programs* ^
2.5 Household Assistance: Eviction Prevention* ^
2.6 Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7 Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8 Contributions to UI Trust Funds
2.9 Small Business Economic Assistance (General)* ^
2.10 Aid to Nonprofit Organizations*
2.11 Aid to Tourism, Travel, or Hospitality
2.12 Aid to Other Impacted Industries
2.13 Other Economic Support* ^
2.14 Rehiring Public Sector Staff
<b>3: Services to Disproportionately Impacted Communities</b>
3.1 Education Assistance: Early Learning* ^
3.2 Education Assistance: Aid to High-Poverty Districts ^
3.3 Education Assistance: Academic Services* ^
3.4 Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5 Education Assistance: Other* ^
3.6 Healthy Childhood Environments: Child Care* ^

3.7 Healthy Childhood Environments: Home Visiting* ^
3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^
3.9 Healthy Childhood Environments: Other* ^
3.10 Housing Support: Affordable Housing* ^
3.11 Housing Support: Services for Unhoused Persons* ^
3.12 Housing Support: Other Housing Assistance* ^
3.13 Social Determinants of Health: Other* ^
3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15 Social Determinants of Health: Lead Remediation ^
3.16 Social Determinants of Health: Community Violence Interventions* ^
<b>4: Premium Pay</b>
4.1 Public Sector Employees
4.2 Private Sector: Grants to Other Employers
<b>5: Infrastructure<sup>27</sup></b>
5.1 Clean Water: Centralized Wastewater Treatment
5.2 Clean Water: Centralized Wastewater Collection and Conveyance
5.3 Clean Water: Decentralized Wastewater
5.4 Clean Water: Combined Sewer Overflows
5.5 Clean Water: Other Sewer Infrastructure
5.6 Clean Water: Stormwater
5.7 Clean Water: Energy Conservation
5.8 Clean Water: Water Conservation
5.9 Clean Water: Nonpoint Source
5.10 Drinking water: Treatment
5.11 Drinking water: Transmission & Distribution
5.12 Drinking water: Transmission & Distribution: Lead Remediation
5.13 Drinking water: Source
5.14 Drinking water: Storage
5.15 Drinking water: Other water infrastructure
5.16 Broadband: "Last Mile" projects
5.17 Broadband: Other projects
<b>6: Revenue Replacement</b>
6.1 Provision of Government Services
<b>7: Administrative</b>
7.1 Administrative Expenses
7.2 Evaluation and Data Analysis
7.3 Transfers to Other Units of Government
7.4 Transfers to Non-entitlement Units (States and territories only)

<sup>27</sup> Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

## Evidenced-Based Intervention Additional Information

### What is evidence-based?

**For the purposes of the SLFRF, evidence-based refers to interventions with strong or moderate evidence as defined below:**

**Strong evidence** means the evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

**Moderate evidence** means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non- experimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

**Preliminary evidence** means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non- experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 1, 2021	<b>TITLE:</b> Authorizing an Agreement for Services with Pierce County for the Pierce County Business Accelerator, to be partially funded with City of Lakewood American Rescue Plan Act (ARPA) Funds	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2021-82 — OTHER
<b>REVIEW:</b> November 1, 2021	<b>ATTACHMENTS:</b> Agreement for Services	

**SUBMITTED BY:** Tiffany Speir, Long Range & Strategic Planning Manager

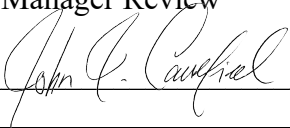
**RECOMMENDATION:** That the City Council approve Motion 2021-82.

**DISCUSSION:** The City was allocated \$13,766,236 in American Rescue Plan Act (ARPA) funds. On September 20, 2021, the City Council adopted Ordinance 759 that identified initial ARPA expenditures, including funding support for the Pierce County Business Accelerator Program’s activities that will support City of Lakewood businesses. The Pierce County Business Accelerator will serve entrepreneurs and business owners with a focus on BIPOC (Black, Indigenous, and People of Color), veteran, and women-owned businesses to help foster innovation and create wealth-building opportunities.

The Scope of Work is discussed in Exhibit C of the attached Agreement for Services.

**ALTERNATIVE(S):** The City Council could decline to authorize the Agreement for Services.

**FISCAL IMPACT:** The Agreement for Services totals \$500,000. The entirety of this cost, as well as the associated \$25,000 in City administrative costs, total \$525,000 and will be funded from the City’s ARPA funds.

Prepared by  Tiffany Speir _____  Department Director  Dave Bugher _____	City Manager Review  _____
--	--





6000 Main St. SW, Lakewood WA 98499  
253.589.2489

**CITY OF LAKEWOOD AMERICAN RESCUE PLAN ACT (ARPA) SERVICE AGREEMENT NO. XXXXXX**

**THIS AGREEMENT is entered into this day by and between the CITY OF LAKEWOOD, a political subdivision of the State of Washington (herein referred to as "City of Lakewood" or "CITY") and Pierce County (herein referred to as "the SUBRECIPIENT\_CONTRACTOR ")**:

SUBRECIPIENT NAME:	<b>Pierce County</b>	UBI No.:	
SUBRECIPIENT Address:		Fed Tax ID No.:	
SUBRECIPIENT Contact:	<b>Betty Capestany, ED Director</b>	Contact Email:	<a href="mailto:betty.capestany@piercecountywa.gov">betty.capestany@piercecountywa.gov</a>
Main Contact Address:	950 Pacific Avenue, Suite 525 Tacoma, WA 98402	Contact Phone No.:	253.798.6926   253-389-2309

Project Title:	<b>Pierce County Business Accelerator Program</b>		
Agreement Start Date:	<b>Date of Execution</b>	Agreement End Date:	<b>December 31, 2026</b>
Total Agreement Amount:	<b>\$500,000.00</b>	Account No.:	<b>ARPA Special Revenue Fund</b>

**Formal notice or communication to be given under this Agreement shall be deemed properly given if delivered or if mailed postage prepaid and addressed to:**

**CITY OF LAKEWOOD CONTACT:**

Name: Tiffany Speir  
 Title: ARPA Program Manager  
 Email: [tspeir@cityoflakewood.us](mailto:tspeir@cityoflakewood.us)  
 Phone: 253.983.7702  
 Address: 6000 Main St. SW, Lakewood WA 98499

**SUBRECIPIENT CONTACT:**

Name: Betty Capestany  
 Title: Economic Development Director  
 Email: [betty.capestany@piercecountywa.gov](mailto:betty.capestany@piercecountywa.gov)  
 Phone: 253.798.6926 | 253-389-2309  
 Address: 950 Pacific Avenue, Suite 525  
 Tacoma, WA 98402

Location and address where services will be provided or centered: \_\_\_\_\_  
\_\_\_\_\_

**TO BE FILLED OUT BY CITY**

ARPA Category (See Attachment F): \_\_\_\_\_

ARPA Expenditure Category (See Attachment F): \_\_\_\_\_

**ARPA authorizes local governments to provide financial support to 3<sup>rd</sup> parties (other government units, non-profits, etc.) to in turn assist people and businesses. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the SUBRECIPIENT shall provide services and comply with the requirements set forth in this agreement and attachments, incorporated into this agreement by reference:**

- Attachment A: General Terms and Conditions
- Attachment B: Federal Terms and Conditions
- Attachment C: **Scope of Work**
- Attachment D: **Agreement Budget**
- Attachment E: Reporting Requirements
- Attachment F: Expenditure Categories and Subcategories

IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**SUBRECIPIENT\_CONTRACTOR SIGNATURE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**LAKWOOD ARPA PROGRAM MANAGER SIGNATURE:**

\_\_\_\_\_  
Tiffany Speir

**LAKWOOD FINANCE DIRECTOR SIGNATURE:**

\_\_\_\_\_  
Tho Krause

**LAKWOOD CITY ATTORNEY SIGNATURE:**

\_\_\_\_\_  
Heidi Wachter

**LAKWOOD CITY MANAGER:**

\_\_\_\_\_  
John Caulfield

## ATTACHMENT A: GENERAL TERMS AND CONDITIONS

### SECTION 1.0 SUBRECIPIENT\_CONTRACTOR RESPONSIBILITIES AND OBLIGATIONS

The American Rescue Plan Act (ARPA), H.R.1319 (2021-2022), Public Law No: 117-2, authorizes local governments to provide financial support to 3<sup>rd</sup> parties (other government units, non-profits, etc.) to in turn assist people and businesses. **SUBRECIPIENT\_CONTRACTOR** shall perform all services identified in the attached **Attachment C, Scope of Work**, in accordance with ARPA and all applicable professional standards. **SUBRECIPIENT\_CONTRACTOR** agrees that it will use only qualified, competent personnel and that **SUBRECIPIENT\_CONTRACTOR** shall not make substitutions for persons whose performance the CITY has specifically requested. **SUBRECIPIENT\_CONTRACTOR** will apply for and will obtain all necessary permits. **SUBRECIPIENT\_CONTRACTOR** shall comply with data reporting provisions to include but not limited to the items set forth in **Attachment E**.

### SECTION 2.0 CITY RESPONSIBILITIES AND OBLIGATIONS

The CITY has described the services, activities, materials, and equipment approved for ARPA Funding submitted by **SUBRECIPIENT\_CONTRACTOR** in **Attachment C, Scope of Services**.

### SECTION 3.0 REIMBURSEMENT PROVISIONS

The **SUBRECIPIENT\_CONTRACTOR** shall submit monthly invoices for services performed and authorized under this agreement as defined in **Attachment D, Budget**. The invoices will be based on actual costs and include supporting documentation. Within Thirty (30) days after receiving the invoice, the CITY shall remit to the **SUBRECIPIENT\_CONTRACTOR** payment.

### SECTION 4.0 ASSIGNMENT AND SUBCONTRACTING

No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the CITY.

### SECTION 5.0 NO THIRD-PARTY BENEFICIARY

The CITY does not intend by this Agreement to assume any contractual obligations to anyone other than **SUBRECIPIENT\_CONTRACTOR**, and **SUBRECIPIENT\_CONTRACTOR** does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY. The CITY and **SUBRECIPIENT\_CONTRACTOR** do not intend that there be any third-party beneficiary to this Agreement.

### SECTION 6.0 CITY AND **SUBRECIPIENT\_CONTRACTOR** AS INDEPENDENT **SUBRECIPIENT\_CONTRACTOR**

Both **SUBRECIPIENT\_CONTRACTOR** and the CITY are and shall at all times be deemed to be independent contractors. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between **SUBRECIPIENT\_CONTRACTOR** and the CITY or any of **SUBRECIPIENT\_CONTRACTOR'S** or CITY'S agents or employees. **SUBRECIPIENT\_CONTRACTOR** and the CITY shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by **SUBRECIPIENT\_CONTRACTOR** and the CITY, respectively, pursuant to this Agreement.

### SECTION 7.0 REGULATIONS AND REQUIREMENT

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, including the American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury.

## **SECTION 8.0 RIGHT TO REVIEW**

Performance of this Agreement is subject to review by any Federal, State or County auditor, including a single audit for **SUBRECIPIENT\_CONTRACTORS** receiving more than \$750,000 as required by the American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury. The CITY or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the CITY. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by CITY agents or employees, inspection of all records or other materials that the CITY deems pertinent to the Agreement and its performance, and all communications with or evaluations by service recipients under this Agreement.

**SUBRECIPIENT\_CONTRACTOR** shall preserve and maintain all financial records and records relating to the performance of work under this Agreement as required by American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury. In no case shall the **SUBRECIPIENT\_CONTRACTOR** preserve and maintain all records for less than six (6) years from the final payment to **SUBRECIPIENT\_CONTRACTOR**.

## **SECTION 9.0 MODIFICATIONS**

**SUBRECIPIENT\_CONTRACTOR** and the CITY may request changes in service to be performed. Any such changes that are mutually agreed upon by the parties shall be incorporated herein by written amendment to this Agreement.

## **SECTION 10.0 TERMINATION FOR PUBLIC CONVENIENCE**

The CITY may terminate the Agreement in whole or in part whenever the CITY, in its sole discretion, determines that such termination is in the interests of the CITY. Whenever the Agreement is terminated in accordance with this paragraph, **SUBRECIPIENT\_CONTRACTOR** shall be entitled to 1) two weeks written notice of termination and 2) payment for actual work performed prior to termination. Termination of this Agreement by the CITY at any time during its term, whether for default or convenience, shall not constitute a breach of agreement by the CITY.

## **SECTION 11.0 TERMINATION FOR DEFAULT**

If the **SUBRECIPIENT\_CONTRACTOR** defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the CITY may, by depositing written notice to the **SUBRECIPIENT\_CONTRACTOR** in the U.S. mail, postage prepaid, terminate the contract, and at the CITY'S option, obtain performance of the work elsewhere. If the contract is terminated for default, the **SUBRECIPIENT\_CONTRACTOR** shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the CITY resulting from such default(s) shall be deducted from any money due or coming due to the **SUBRECIPIENT\_CONTRACTOR**. The **SUBRECIPIENT\_CONTRACTOR** shall bear any extra expenses incurred by the CITY in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the CITY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the **SUBRECIPIENT\_CONTRACTOR** was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

**SECTION 12.0 DEFENSE AND INDEMNITY**

The **SUBRECEIPIENT\_CONTRACTOR** agrees to defend, indemnify and save harmless the CITY, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the CITY, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to or arises from the negligence of the **SUBRECEIPIENT\_CONTRACTOR**, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the CITY, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the CITY, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the **SUBRECEIPIENT\_CONTRACTOR'S** negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract.

**SECTION 13.0 INSURANCE REQUIREMENTS**

The insurance coverages specified in this paragraph (12.) are required unless modified by Attachment C of this agreement. If insurance requirements are contained in Attachment C they take precedence. The **SUBRECIPIENT\_CONTRACTOR** shall, at the **SUBRECIPIENT\_CONTRACTOR'S** own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

Commercial Automobile Liability                      Bodily Injury Liability and Property Damage Liability Insurance  
\$1,000,000 each occurrence OR combined single limit coverage of  
\$2,000,000, with not greater than a \$1,000.00 deductible.

Commercial General Liability                      Bodily Injury Liability and Property Damage Liability Insurance  
\$1,000,000 each occurrence OR combined single limit coverage of  
\$2,000,000, with not greater than a \$1,000.00 deductible.

Professional Liability Insurance                      Shall include errors and omissions insurance providing  
\$1,000,000.00 coverage with not greater than a \$5,000.00  
deductible for all liability which may be incurred during the life of  
this contract.

City of Lakewood shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the **SUBRECIPIENT\_CONTRACTOR** shall be primary over any insurance carried by City of Lakewood. The **SUBRECIPIENT\_CONTRACTOR** shall provide a certificate of insurance to be approved by the City Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the City of Lakewood as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The **SUBRECIPIENT\_CONTRACTOR** may comply with these insurance requirements through a program of self-insurance that meets or exceeds these minimum limits. The **SUBRECIPIENT\_CONTRACTOR** must provide City of Lakewood with adequate documentation of self-insurance prior to performing any work related to this contract and treat the CITY as an insured under the indemnity agreement. Should the **SUBRECIPIENT\_CONTRACTOR** no longer benefit from a program of self-insurance, the **SUBRECIPIENT\_CONTRACTOR** agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

City of Lakewood shall have no obligation to report occurrences unless a claim is filed with the City; nor shall City of Lakewood have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished City of Lakewood prior to the date of cancellation, change or nonrenewal, such notice to be sent to the City of Lakewood, 6000 Main St SW, Lakewood, WA 98499."

#### **SECTION 14.0 NON-DISCRIMINATION**

The CITY and **SUBRECIPIENT\_CONTRACTOR** certify that they are Equal Opportunity Employers.

#### **SECTION 15.0 APPLICABLE LAW AND VENUE**

This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Pierce County Superior Court. The Parties shall be responsible for their own attorney's fees and costs.

#### **SECTION 16.0 WITHHOLDING PAYMENT**

In the event the Contracting Officer determines that the **SUBRECIPIENT\_CONTRACTOR** has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the CITY may withhold from amounts otherwise due and payable to **SUBRECIPIENT\_CONTRACTOR** the amount determined by the CITY as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling **SUBRECIPIENT\_CONTRACTOR** to termination or damages, provided that the CITY promptly gives notice in writing to the **SUBRECIPIENT\_CONTRACTOR** of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the **SUBRECIPIENT\_CONTRACTOR** of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the **SUBRECIPIENT\_CONTRACTOR** acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement.

The CITY may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the **SUBRECIPIENT\_CONTRACTOR**, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the **SUBRECIPIENT\_CONTRACTOR** obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to City by reason of good faith withholding by the CITY under this clause.

## **SECTION 17.0 DISPUTES**

- **17.1 GENERAL**

Differences between the **SUBRECIPIENT\_CONTRACTOR** and the CITY, arising under and by virtue of the Contract Documents shall be brought to the attention of the CITY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer shall be final and conclusive

- **17.2 NOTICE OF POTENTIAL CLAIMS**

The **SUBRECIPIENT\_CONTRACTOR** shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the CITY, or (2) the happening of any event or occurrence, unless the **SUBRECIPIENT\_CONTRACTOR** has given the CITY a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the CITY. The written Notice of Potential Claim shall set forth the reasons for which the **SUBRECIPIENT\_CONTRACTOR** believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. **SUBRECIPIENT\_CONTRACTOR** shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

- **17.3 DETAILED CLAIM**

The **SUBRECIPIENT\_CONTRACTOR** shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the CITY, the **SUBRECIPIENT\_CONTRACTOR** has given the CITY a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

## **SECTION 18.0 SEVERABILITY**

In the event any term or condition of this Agreement, or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of the Agreement are declared severable.

## **SECTION 19.0 WAIVER**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

## **SECTION 20.0 ENTIRE AGREEMENT**

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

## ATTACHMENT B: FEDERAL TERMS AND CONDITIONS

### Coronavirus Local Fiscal Recovery Fund (CLFRF) established under the American Rescue Plan Act (ARPA)

ARPA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. **Recipients (herein, the CITY) may use Coronavirus State and Local Fiscal Recovery Funds to:**

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

**ARPA authorizes local governments to provide financial support to 3<sup>rd</sup> parties (other government units, non-profits, etc.) to in turn assist people and businesses.**

#### CFR Compliance Requirements:

**The following CFR policy requirements apply to this assistance listing:**

31 CFR Part 35, as amended by the Interim final rule published May 17, 2021, at 26786 FR Vol. 86, No. 93; or otherwise subsequently amended by Final Rule.

2 CFR Subpart B, General provisions

2 CFR Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards

2 CFR Subpart D, Post Federal; Award Requirements

2 CFR Subpart E, Cost Principles

2 CFR Subpart F, Audit Requirements

**Additional Information: The following 2 CFR Policy requirements also apply to this assistance listing:** 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 CFR Part 200, Subpart C, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213(Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 CFR Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment.)

**SUBRECIPIENT\_CONTRACTOR'S** expenditure of American Rescue Plan Act (ARPA) funds must comply with Sec. 601(d) of the Social Security Act. Pursuant to guidance issued by the United States Department of the Treasury, ARPA fund payments are considered federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls,



§§200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The US Treasury has assigned ARPA funds the CFDA number of 21.019.

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## Byrd Anti-Lobbying Certification Form

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The **SUBRECIPIENT\_CONTRACTOR**, \_\_\_\_\_, affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **SUBRECIPIENT\_CONTRACTOR** understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of **SUBRECIPIENT\_CONTRACTOR's** Authorized Official

\_\_\_\_\_  
Name of **SUBRECIPIENT\_CONTRACTOR's** Authorized Official

\_\_\_\_\_  
Date

## ATTACHMENT C: SCOPE OF WORK

SUBRECIPIENT\_CONTRACTOR agrees to provide the CITY with services related to the response to the public health emergency created by the Coronavirus Disease 2019 (COVID-19). **The Work to be performed may include, but is not limited to, any or all of the following:**

In response to the pandemic and the adverse impacts on underserved communities in Pierce County, the County Council has allocated \$5M of American Rescue Plan Act (ARPA) funding to launch the Pierce County Business Accelerator. The program will serve entrepreneurs and business owners throughout Pierce County with a focus on underserved communities to help foster innovation and create wealth building opportunities. This will be a multi-year effort as part of the American Rescue Plan funding. The long term goal will be to have these efforts create self-sustaining programs. Participating partners will also help design these efforts.

The Pierce County Business Accelerator will provide direct access to business resources such as relevant training, coaching, technical assistance, and networking support to launch and grow micro businesses in Pierce County. Upon completion, participants will receive access to potential funding options, matching grant resources up to \$10,000, a commercial rent stipend for one year up to \$500/mo., and coaching/mentorship for one year.

Business must be physically located in Pierce County. Start-up or micro-stage business with 2019 annual revenue under \$325K (pre-revenue businesses are eligible to apply). **Per this contract, Pierce County will seek participants, instructors, and training locations from and in the City of Lakewood. The funds provided by the City of Lakewood will be used for these efforts and services.**

Q: Are the classroom hours in-person, remote, or hybrid? A: The program is designed to be an in-person class setting. This adds a great dynamic to the cohort experience.

Q: Can the Business Accelerator match funding for business owners that was retroactively received (i.e. early 2021)? A: The goal is for the graduates to learn about and get funding experience through the accelerator training. Matching grant funding will be addressed through an application process at the end of the cohort training, and reviewed at that time.

Q: How many cohorts will be launched for how many participants? A: Eight cohorts of up to 25 businesses in each cohort.

Q: What is the time commitment? A: Each cohort session will last 6-8 weeks and includes 36-40 hours of classroom entrepreneurial training.

Q: What if I have a new or start-up business. Can I apply? A: Yes, new businesses are welcome to apply.

Program website: <https://www.pcba.biz/>

Link to Application: [Pierce County Business Accelerator Program Application \(cognitofirms.com\)](#)

Link to County Program web page: [www.piercecountywa.gov/businessaccelerator](http://www.piercecountywa.gov/businessaccelerator)

## **ATTACHMENT D: AGREEMENT BUDGET**

**Entrepreneurial & Technical Assistance with a focus on BIPOC opportunities.** The Pierce County Council has set aside \$5M of ARPA funds toward this initiative with the caveat that the Economic Development Department secure matching resources from Cities, Non-profits & the Business Community. **Per this contract, Lakewood is contributing \$500,000 towards this effort.**

Programs will have a County-wide focus and will focus on growing entrepreneurship; have a BIPOC focus; have structured cohort opportunities and also tailored individual opportunities.

Resources will go to training, technical resources needed by businesses, innovation grants to help with seed money funding, financial reporting programs and mentors/navigators to help the businesses learn to use the tools.

Success measures include: the number of businesses launched and also growing wealth in our communities.

## **ATTACHMENT E: REPORTING REQUIREMENTS**

**SUBRECIPIENT\_CONTRACTOR** agrees to provide the CITY with timely financial and program progress data needed to report to the Department of the Treasury as required by the CITY.

**SUBRECIPIENT\_CONTRACTOR** also agrees to provide the CITY with timely data needed to report to the Lakewood City Council pursuant to Ordinance 759 and the City of Lakewood ARPA Program.

**ATTACHMENT F**  
**ARPA Expenditure Categories and Subcategories**

The Expenditure Categories (EC) listed below must be used to categorize each project as noted on Page 1 above. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a “category” (e.g., EC 1), it includes all Expenditure Categories within that level.

\*Denotes in table below areas where the CITY must identify the amount of the total funds that are allocated to evidence-based interventions (see following section below for more details.)

^Denotes in table below areas where the CITY must report on whether projects are primarily serving disadvantaged communities (see Project Demographic Distribution section above for details.)

<b>1: Public Health</b>
1.1 COVID-19 Vaccination ^
1.2 COVID-19 Testing ^
1.3 COVID-19 Contact Tracing
1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5 Personal Protective Equipment
1.6 Medical Expenses (including Alternative Care Facilities)
1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/ Quarantine)
1.9 Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10 Mental Health Services*
1.11 Substance Use Services*
1.12 Other Public Health Services
<b>2: Negative Economic Impacts</b>
2.1 Household Assistance: Food Programs* ^
2.2 Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3 Household Assistance: Cash Transfers* ^
2.4 Household Assistance: Internet Access Programs* ^
2.5 Household Assistance: Eviction Prevention* ^
2.6 Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7 Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8 Contributions to UI Trust Funds
2.9 Small Business Economic Assistance (General)* ^
2.10 Aid to Nonprofit Organizations*
2.11 Aid to Tourism, Travel, or Hospitality
2.12 Aid to Other Impacted Industries
2.13 Other Economic Support* ^
2.14 Rehiring Public Sector Staff
<b>3: Services to Disproportionately Impacted Communities</b>
3.1 Education Assistance: Early Learning* ^
3.2 Education Assistance: Aid to High-Poverty Districts ^
3.3 Education Assistance: Academic Services* ^
3.4 Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5 Education Assistance: Other* ^
3.6 Healthy Childhood Environments: Child Care* ^

3.7 Healthy Childhood Environments: Home Visiting* ^
3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^
3.9 Healthy Childhood Environments: Other* ^
3.10 Housing Support: Affordable Housing* ^
3.11 Housing Support: Services for Unhoused Persons* ^
3.12 Housing Support: Other Housing Assistance* ^
3.13 Social Determinants of Health: Other* ^
3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15 Social Determinants of Health: Lead Remediation ^
3.16 Social Determinants of Health: Community Violence Interventions* ^
<b>4: Premium Pay</b>
4.1 Public Sector Employees
4.2 Private Sector: Grants to Other Employers
<b>5: Infrastructure<sup>27</sup></b>
5.1 Clean Water: Centralized Wastewater Treatment
5.2 Clean Water: Centralized Wastewater Collection and Conveyance
5.3 Clean Water: Decentralized Wastewater
5.4 Clean Water: Combined Sewer Overflows
5.5 Clean Water: Other Sewer Infrastructure
5.6 Clean Water: Stormwater
5.7 Clean Water: Energy Conservation
5.8 Clean Water: Water Conservation
5.9 Clean Water: Nonpoint Source
5.10 Drinking water: Treatment
5.11 Drinking water: Transmission & Distribution
5.12 Drinking water: Transmission & Distribution: Lead Remediation
5.13 Drinking water: Source
5.14 Drinking water: Storage
5.15 Drinking water: Other water infrastructure
5.16 Broadband: "Last Mile" projects
5.17 Broadband: Other projects
<b>6: Revenue Replacement</b>
6.1 Provision of Government Services
<b>7: Administrative</b>
7.1 Administrative Expenses
7.2 Evaluation and Data Analysis
7.3 Transfers to Other Units of Government
7.4 Transfers to Non-entitlement Units (States and territories only)

<sup>27</sup> Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.



## Evidenced-Based Intervention Additional Information

### What is evidence-based?

**For the purposes of the SLFRF, evidence-based refers to interventions with strong or moderate evidence as defined below:**

**Strong evidence** means the evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

**Moderate evidence** means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non- experimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

**Preliminary evidence** means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non- experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Authorizing a Contract with West Pierce Fire and Rescue to Fund Certain Operations Center Equipment Improvements and Provision of Messaging in Multiple Languages with American Rescue Plan Act (ARPA) Funds	<b>TYPE OF ACTION:</b>
November 1, 2021		— ORDINANCE NO.
		— RESOLUTION NO.
<b>REVIEW:</b>		<u>X</u> MOTION NO. 2021-83
	<b>ATTACHMENTS:</b> Contract	— OTHER

**SUBMITTED BY:** Tiffany Speir, Long Range & Strategic Planning Manager

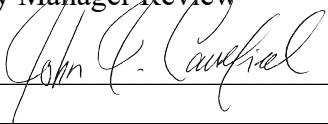
**RECOMMENDATION:** That the City Council approve Motion 2021-83.

**DISCUSSION:** The City was allocated \$13,766,236 in American Rescue Plan Act (ARPA) funds. On September 20, 2021, the City Council adopted Ordinance 759 that identified initial ARPA expenditures, including funding improvements to WPFR’s Department Operations Center technology, acquiring HAM radios, and providing emergency messaging in multiple languages.

The Scope of Work is discussed in Exhibit C of the attached Contract.

**ALTERNATIVE(S):** The City Council could decline to authorize the contract.

**FISCAL IMPACT:** The contract totals \$230,000. The entirety of this cost, as well as the associated \$11,500 in City administrative costs, total \$241,500 and will be funded from the City’s ARPA funds.

Prepared by  Tiffany Speir _____  Department Director  Dave Bugher _____	City Manager Review  _____
--	--



6000 Main St. SW, Lakewood WA 98499  
253.589.2489

**CITY OF LAKEWOOD AMERICAN RESCUE PLAN ACT (ARPA) SERVICE AGREEMENT NO. XXXXXX**

**THIS AGREEMENT is entered into this day by and between the CITY OF LAKEWOOD, a political subdivision of the State of Washington (herein referred to as "City of Lakewood" or "CITY") and West Pierce Fire & Rescue (herein referred to as "the SUBRECIPIENT\_CONTRACTOR"):**

SUBRECIPIENT NAME:	<b>West Pierce Fire &amp; Rescue</b>	UBI No.:	
SUBRECIPIENT Address:	3631 Drexler Dr West, University Place, WA 98466	Fed Tax ID No.:	
SUBRECIPIENT Contact:	<b>Hallie McCurdy, Deputy Chief</b>	Contact Email:	<a href="mailto:Hallie.McCurdy@westpierce.org">Hallie.McCurdy@westpierce.org</a>
Main Contact Address:	3631 Drexler Dr West, University Place, WA 98466	Contact Phone No.	253-377-3163

Project Title:	<b>Pierce County Business Accelerator Program</b>		
Agreement Start Date:	<b>Date of Execution</b>	Agreement End Date:	<b>December 31, 2026</b>
Total Agreement Amount:	<b>\$230,000.00</b>	Account No.:	<b>ARPA Special Revenue Fund</b>

**Formal notice or communication to be given under this Agreement shall be deemed properly given if delivered or if mailed postage prepaid and addressed to:**

<b>CITY OF LAKEWOOD CONTACT:</b>	<b>SUBRECIPIENT CONTACT:</b>
Name: Tiffany Speir	Name: Hallie McCurdy
Title: ARPA Program Manager	Title: Deputy Chief
Email: <a href="mailto:tspeir@cityoflakewood.us">tspeir@cityoflakewood.us</a>	Email: <a href="mailto:Hallie.McCurdy@westpierce.org">Hallie.McCurdy@westpierce.org</a>
Phone: 253.983.7702	Phone: 253-377-3163
Address: 6000 Main St. SW, Lakewood WA 98499	Address: 3631 Drexler Dr West, University Place, WA 98466

Location and address where services will be provided or centered: \_\_\_\_\_  
\_\_\_\_\_

**TO BE FILLED OUT BY CITY**

ARPA Category (See Attachment F): \_\_\_\_\_

ARPA Expenditure Category (See Attachment F): \_\_\_\_\_

**ARPA authorizes local governments to provide financial support to 3<sup>rd</sup> parties (other government units, non-profits, etc.) to in turn assist people and businesses. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the SUBRECIPIENT shall provide services and comply with the requirements set forth in this agreement and attachments, incorporated into this agreement by reference:**

- Attachment A: General Terms and Conditions
- Attachment B: Federal Terms and Conditions
- Attachment C: **Scope of Work**
- Attachment D: **Agreement Budget**
- Attachment E: Reporting Requirements
- Attachment F: Expenditure Categories and Subcategories

IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**SUBRECIPIENT\_CONTRACTOR SIGNATURE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**LAKWOOD ARPA PROGRAM MANAGER SIGNATURE:**

\_\_\_\_\_  
Tiffany Speir

**LAKWOOD FINANCE DIRECTOR SIGNATURE:**

\_\_\_\_\_  
Tho Krause

**LAKWOOD CITY ATTORNEY SIGNATURE:**

\_\_\_\_\_  
Heidi Wachter

**LAKWOOD CITY MANAGER:**

\_\_\_\_\_  
John Caulfield

## ATTACHMENT A: GENERAL TERMS AND CONDITIONS

### SECTION 1.0 SUBRECIPIENT\_CONTRACTOR RESPONSIBILITIES AND OBLIGATIONS

The American Rescue Plan Act (ARPA), H.R.1319 (2021-2022), Public Law No: 117-2, authorizes local governments to provide financial support to 3<sup>rd</sup> parties (other government units, non-profits, etc.) to in turn assist people and businesses. **SUBRECIPIENT\_CONTRACTOR** shall perform all services identified in the attached **Attachment C, Scope of Work**, in accordance with ARPA and all applicable professional standards. **SUBRECIPIENT\_CONTRACTOR** agrees that it will use only qualified, competent personnel and that **SUBRECIPIENT\_CONTRACTOR** shall not make substitutions for persons whose performance the CITY has specifically requested. **SUBRECIPIENT\_CONTRACTOR** will apply for and will obtain all necessary permits. **SUBRECIPIENT\_CONTRACTOR** shall comply with data reporting provisions to include but not limited to the items set forth in **Attachment E**.

### SECTION 2.0 CITY RESPONSIBILITIES AND OBLIGATIONS

The CITY has described the services, activities, materials, and equipment approved for ARPA Funding submitted by **SUBRECIPIENT\_CONTRACTOR** in **Attachment C, Scope of Services**.

### SECTION 3.0 REIMBURSEMENT PROVISIONS

The **SUBRECIPIENT\_CONTRACTOR** shall submit monthly invoices for services performed and authorized under this agreement as defined in **Attachment D, Budget**. The invoices will be based on actual costs and include supporting documentation. Within Thirty (30) days after receiving the invoice, the CITY shall remit to the **SUBRECIPIENT\_CONTRACTOR** payment.

### SECTION 4.0 ASSIGNMENT AND SUBCONTRACTING

No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the CITY.

### SECTION 5.0 NO THIRD-PARTY BENEFICIARY

The CITY does not intend by this Agreement to assume any contractual obligations to anyone other than **SUBRECIPIENT\_CONTRACTOR**, and **SUBRECIPIENT\_CONTRACTOR** does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY. The CITY and **SUBRECIPIENT\_CONTRACTOR** do not intend that there be any third-party beneficiary to this Agreement.

### SECTION 6.0 CITY AND **SUBRECIPIENT\_CONTRACTOR** AS INDEPENDENT **SUBRECIPIENT\_CONTRACTOR**

Both **SUBRECIPIENT\_CONTRACTOR** and the CITY are and shall at all times be deemed to be independent contractors. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between **SUBRECIPIENT\_CONTRACTOR** and the CITY or any of **SUBRECIPIENT\_CONTRACTOR'S** or CITY'S agents or employees. **SUBRECIPIENT\_CONTRACTOR** and the CITY shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by **SUBRECIPIENT\_CONTRACTOR** and the CITY, respectively, pursuant to this Agreement.

### SECTION 7.0 REGULATIONS AND REQUIREMENT

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, including the American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury.

## **SECTION 8.0 RIGHT TO REVIEW**

Performance of this Agreement is subject to review by any Federal, State or County auditor, including a single audit for **SUBRECIPIENT\_CONTRACTORS** receiving more than \$750,000 as required by the American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury. The CITY or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the CITY. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by CITY agents or employees, inspection of all records or other materials that the CITY deems pertinent to the Agreement and its performance, and all communications with or evaluations by service recipients under this Agreement.

**SUBRECIPIENT\_CONTRACTOR** shall preserve and maintain all financial records and records relating to the performance of work under this Agreement as required by American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury. In no case shall the **SUBRECIPIENT\_CONTRACTOR** preserve and maintain all records for less than six (6) years from the final payment to **SUBRECIPIENT\_CONTRACTOR**.

## **SECTION 9.0 MODIFICATIONS**

**SUBRECIPIENT\_CONTRACTOR** and the CITY may request changes in service to be performed. Any such changes that are mutually agreed upon by the parties shall be incorporated herein by written amendment to this Agreement.

## **SECTION 10.0 TERMINATION FOR PUBLIC CONVENIENCE**

The CITY may terminate the Agreement in whole or in part whenever the CITY, in its sole discretion, determines that such termination is in the interests of the CITY. Whenever the Agreement is terminated in accordance with this paragraph, **SUBRECIPIENT\_CONTRACTOR** shall be entitled to 1) two weeks written notice of termination and 2) payment for actual work performed prior to termination. Termination of this Agreement by the CITY at any time during its term, whether for default or convenience, shall not constitute a breach of agreement by the CITY.

## **SECTION 11.0 TERMINATION FOR DEFAULT**

If the **SUBRECIPIENT\_CONTRACTOR** defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the CITY may, by depositing written notice to the **SUBRECIPIENT\_CONTRACTOR** in the U.S. mail, postage prepaid, terminate the contract, and at the CITY'S option, obtain performance of the work elsewhere. If the contract is terminated for default, the **SUBRECIPIENT\_CONTRACTOR** shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the CITY resulting from such default(s) shall be deducted from any money due or coming due to the **SUBRECIPIENT\_CONTRACTOR**. The **SUBRECIPIENT\_CONTRACTOR** shall bear any extra expenses incurred by the CITY in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the CITY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the **SUBRECIPIENT\_CONTRACTOR** was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

**SECTION 12.0 DEFENSE AND INDEMNITY**

The **SUBRECEIPIENT\_CONTRACTOR** agrees to defend, indemnify and save harmless the CITY, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the CITY, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to or arises from the negligence of the **SUBRECEIPIENT\_CONTRACTOR**, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the CITY, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the CITY, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the **SUBRECEIPIENT\_CONTRACTOR'S** negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract.

**SECTION 13.0 INSURANCE REQUIREMENTS**

The insurance coverages specified in this paragraph (12.) are required unless modified by Attachment C of this agreement. If insurance requirements are contained in Attachment C they take precedence. The **SUBRECIPIENT\_CONTRACTOR** shall, at the **SUBRECIPIENT\_CONTRACTOR'S** own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

Commercial Automobile Liability                      Bodily Injury Liability and Property Damage Liability Insurance  
\$1,000,000 each occurrence OR combined single limit coverage of  
\$2,000,000, with not greater than a \$1,000.00 deductible.

Commercial General Liability                      Bodily Injury Liability and Property Damage Liability Insurance  
\$1,000,000 each occurrence OR combined single limit coverage of  
\$2,000,000, with not greater than a \$1,000.00 deductible.

Professional Liability Insurance                      Shall include errors and omissions insurance providing  
\$1,000,000.00 coverage with not greater than a \$5,000.00  
deductible for all liability which may be incurred during the life of  
this contract.

City of Lakewood shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the **SUBRECIPIENT\_CONTRACTOR** shall be primary over any insurance carried by City of Lakewood. The **SUBRECIPIENT\_CONTRACTOR** shall provide a certificate of insurance to be approved by the City Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the City of Lakewood as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The **SUBRECIPIENT\_CONTRACTOR** may comply with these insurance requirements through a program of self-insurance that meets or exceeds these minimum limits. The **SUBRECIPIENT\_CONTRACTOR** must provide City of Lakewood with adequate documentation of self-insurance prior to performing any work related to this contract and treat the CITY as an insured under the indemnity agreement. Should the **SUBRECIPIENT\_CONTRACTOR** no longer benefit from a program of self-insurance, the **SUBRECIPIENT\_CONTRACTOR** agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

City of Lakewood shall have no obligation to report occurrences unless a claim is filed with the City; nor shall City of Lakewood have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished City of Lakewood prior to the date of cancellation, change or nonrenewal, such notice to be sent to the City of Lakewood, 6000 Main St SW, Lakewood, WA 98499."

#### **SECTION 14.0 NON-DISCRIMINATION**

The CITY and **SUBRECIPIENT\_CONTRACTOR** certify that they are Equal Opportunity Employers.

#### **SECTION 15.0 APPLICABLE LAW AND VENUE**

This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Pierce County Superior Court. The Parties shall be responsible for their own attorney's fees and costs.

#### **SECTION 16.0 WITHOLDING PAYMENT**

In the event the Contracting Officer determines that the **SUBRECIPIENT\_CONTRACTOR** has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the CITY may withhold from amounts otherwise due and payable to **SUBRECIPIENT\_CONTRACTOR** the amount determined by the CITY as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling **SUBRECIPIENT\_CONTRACTOR** to termination or damages, provided that the CITY promptly gives notice in writing to the **SUBRECIPIENT\_CONTRACTOR** of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the **SUBRECIPIENT\_CONTRACTOR** of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the **SUBRECIPIENT\_CONTRACTOR** acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement.

The CITY may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the **SUBRECIPIENT\_CONTRACTOR**, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the **SUBRECIPIENT\_CONTRACTOR** obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to City by reason of good faith withholding by the CITY under this clause.



## **SECTION 17.0 DISPUTES**

- **17.1 GENERAL**

Differences between the **SUBRECIPIENT\_CONTRACTOR** and the CITY, arising under and by virtue of the Contract Documents shall be brought to the attention of the CITY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer shall be final and conclusive

- **17.2 NOTICE OF POTENTIAL CLAIMS**

The **SUBRECIPIENT\_CONTRACTOR** shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the CITY, or (2) the happening of any event or occurrence, unless the **SUBRECIPIENT\_CONTRACTOR** has given the CITY a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the CITY. The written Notice of Potential Claim shall set forth the reasons for which the **SUBRECIPIENT\_CONTRACTOR** believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. **SUBRECIPIENT\_CONTRACTOR** shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

- **17.3 DETAILED CLAIM**

The **SUBRECIPIENT\_CONTRACTOR** shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the CITY, the **SUBRECIPIENT\_CONTRACTOR** has given the CITY a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

## **SECTION 18.0 SEVERABILITY**

In the event any term or condition of this Agreement, or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of the Agreement are declared severable.

## **SECTION 19.0 WAIVER**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

## **SECTION 20.0 ENTIRE AGREEMENT**

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

## ATTACHMENT B: FEDERAL TERMS AND CONDITIONS

### Coronavirus Local Fiscal Recovery Fund (CLFRF) established under the American Rescue Plan Act (ARPA)

ARPA Coronavirus State and Local Fiscal Recovery Funds (SLFRF) provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. **Recipients (herein, the CITY) may use Coronavirus State and Local Fiscal Recovery Funds to:**

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

**ARPA authorizes local governments to provide financial support to 3<sup>rd</sup> parties (other government units, non-profits, etc.) to in turn assist people and businesses.**

#### CFR Compliance Requirements:

**The following CFR policy requirements apply to this assistance listing:**

31 CFR Part 35, as amended by the Interim final rule published May 17, 2021, at 26786 FR Vol. 86, No. 93; or otherwise subsequently amended by Final Rule.

2 CFR Subpart B, General provisions

2 CFR Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards

2 CFR Subpart D, Post Federal; Award Requirements

2 CFR Subpart E, Cost Principles

2 CFR Subpart F, Audit Requirements

**Additional Information: The following 2 CFR Policy requirements also apply to this assistance listing:** 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 CFR Part 200, Subpart C, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213(Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 CFR Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment.)

**SUBRECIPIENT\_CONTRACTOR'S** expenditure of American Rescue Plan Act (ARPA) funds must comply with Sec. 601(d) of the Social Security Act. Pursuant to guidance issued by the United States Department of the Treasury, ARPA fund payments are considered federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls,

§§200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The US Treasury has assigned ARPA funds the CFDA number of 21.019.

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## Byrd Anti-Lobbying Certification Form

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The **SUBRECIPIENT\_CONTRACTOR**, \_\_\_\_\_, affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **SUBRECIPIENT\_CONTRACTOR** understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of **SUBRECIPIENT\_CONTRACTOR's** Authorized Official

\_\_\_\_\_  
Name of **SUBRECIPIENT\_CONTRACTOR's** Authorized Official

\_\_\_\_\_  
Date

## ATTACHMENT C: SCOPE OF WORK

SUBRECIPIENT\_CONTRACTOR agrees to provide the CITY with services related to the response to the public health emergency created by the Coronavirus Disease 2019 (COVID-19). **The Work to be performed may include, but is not limited to, any or all of the following:**

- 1) Update our Department Operations Center (DOC) and backup DOCs to better communicate with the city and other stakeholders during times of emergency or disaster. One thing the COVID-19 Pandemic brought to light is the fact that we need to consider how to accomplish tasks when we are not in the same location. Our primary DOC and backup locations have some basic technology but holding virtual meetings has been incredibly challenging because we don't have appropriate camera and audio capabilities for remote meetings. West Pierce has navigated the pandemic using laptop cameras to bring in people from other locations; sometimes the technology works and other times it does not. This is the format we have used to conduct emergency management trainings and meetings, but we believe it could be improved by adding some dedicated hardware such as cameras and audio capabilities. The estimated cost of these upgrades at four fire stations is \$200,000.
- 2) Add HAM radios at our DOC. The City of Lakewood has a great setup with HAM radios; the fire district should have a similar level of capabilities so we can communicate seamlessly if phone and internet fail during an emergency. The estimated cost for this project is \$10,000.
- 3) Translation of our basic emergency messages into additional languages to better serve our community. The fire district would like to take the lead on this project for the West Pierce Emergency Management Coalition as many of the messages would be released jointly. We estimate the costs to translate emergency messages into the top four languages utilized in the fire district would be approximately \$20,000.

### **ATTACHMENT D: AGREEMENT BUDGET**

- 1) The estimated cost of communication upgrades at four fire stations (main and backup DOCs) is \$200,000.
- 2) The estimated cost for HAM radios at DOC project is \$10,000.
- 3) The estimated costs to translate emergency messages into the top four languages utilized in the fire district would be approximately \$20,000.

**TOTAL: \$230,000**

## **ATTACHMENT E: REPORTING REQUIREMENTS**

**SUBRECIPIENT\_CONTRACTOR** agrees to provide the CITY with timely financial and program progress data needed to report to the Department of the Treasury as required by the CITY.

**SUBRECIPIENT\_CONTRACTOR** also agrees to provide the CITY with timely data needed to report to the Lakewood City Council pursuant to Ordinance 759 and the City of Lakewood ARPA Program.



**ATTACHMENT F**  
**ARPA Expenditure Categories and Subcategories**

The Expenditure Categories (EC) listed below must be used to categorize each project as noted on Page 1 above. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a “category” (e.g., EC 1), it includes all Expenditure Categories within that level.

\*Denotes in table below areas where the CITY must identify the amount of the total funds that are allocated to evidence-based interventions (see following section below for more details.)

^Denotes in table below areas where the CITY must report on whether projects are primarily serving disadvantaged communities (see Project Demographic Distribution section above for details.)

<b>1: Public Health</b>
1.1 COVID-19 Vaccination ^
1.2 COVID-19 Testing ^
1.3 COVID-19 Contact Tracing
1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5 Personal Protective Equipment
1.6 Medical Expenses (including Alternative Care Facilities)
1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/ Quarantine)
1.9 Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10 Mental Health Services*
1.11 Substance Use Services*
1.12 Other Public Health Services
<b>2: Negative Economic Impacts</b>
2.1 Household Assistance: Food Programs* ^
2.2 Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3 Household Assistance: Cash Transfers* ^
2.4 Household Assistance: Internet Access Programs* ^
2.5 Household Assistance: Eviction Prevention* ^
2.6 Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7 Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8 Contributions to UI Trust Funds
2.9 Small Business Economic Assistance (General)* ^
2.10 Aid to Nonprofit Organizations*
2.11 Aid to Tourism, Travel, or Hospitality
2.12 Aid to Other Impacted Industries
2.13 Other Economic Support* ^
2.14 Rehiring Public Sector Staff
<b>3: Services to Disproportionately Impacted Communities</b>
3.1 Education Assistance: Early Learning* ^
3.2 Education Assistance: Aid to High-Poverty Districts ^
3.3 Education Assistance: Academic Services* ^
3.4 Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5 Education Assistance: Other* ^
3.6 Healthy Childhood Environments: Child Care* ^

3.7 Healthy Childhood Environments: Home Visiting* ^
3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^
3.9 Healthy Childhood Environments: Other* ^
3.10 Housing Support: Affordable Housing* ^
3.11 Housing Support: Services for Unhoused Persons* ^
3.12 Housing Support: Other Housing Assistance* ^
3.13 Social Determinants of Health: Other* ^
3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15 Social Determinants of Health: Lead Remediation ^
3.16 Social Determinants of Health: Community Violence Interventions* ^
<b>4: Premium Pay</b>
4.1 Public Sector Employees
4.2 Private Sector: Grants to Other Employers
<b>5: Infrastructure<sup>27</sup></b>
5.1 Clean Water: Centralized Wastewater Treatment
5.2 Clean Water: Centralized Wastewater Collection and Conveyance
5.3 Clean Water: Decentralized Wastewater
5.4 Clean Water: Combined Sewer Overflows
5.5 Clean Water: Other Sewer Infrastructure
5.6 Clean Water: Stormwater
5.7 Clean Water: Energy Conservation
5.8 Clean Water: Water Conservation
5.9 Clean Water: Nonpoint Source
5.10 Drinking water: Treatment
5.11 Drinking water: Transmission & Distribution
5.12 Drinking water: Transmission & Distribution: Lead Remediation
5.13 Drinking water: Source
5.14 Drinking water: Storage
5.15 Drinking water: Other water infrastructure
5.16 Broadband: "Last Mile" projects
5.17 Broadband: Other projects
<b>6: Revenue Replacement</b>
6.1 Provision of Government Services
<b>7: Administrative</b>
7.1 Administrative Expenses
7.2 Evaluation and Data Analysis
7.3 Transfers to Other Units of Government
7.4 Transfers to Non-entitlement Units (States and territories only)

<sup>27</sup> Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

## Evidenced-Based Intervention Additional Information

### What is evidence-based?

**For the purposes of the SLFRF, evidence-based refers to interventions with strong or moderate evidence as defined below:**

**Strong evidence** means the evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

**Moderate evidence** means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non- experimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

**Preliminary evidence** means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non- experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.



TO: Mayor and City Council

FROM: Dave Bugher, Assistant City Manager/Community & Economic Development Director

THROUGH: John Caulfield, City Manager 

MEETING DATE: November 1, 2021 (Regular Meeting)

SUBJECT: Tree Preservation Code Update

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## A. Introduction

In late summer, 2021, the City Council directed the City Manager to move forward and begin the process to amend the City's tree preservation code (Title 18, Chapter 18.70, Article III). Amending the code was in response to public criticism specific to Garry oak tree preservation.

On September 27, 2021, the City Council received a follow-up report. This report provided a detailed analysis of the current tree code, in addition to providing commentary on areas of improvement. Garry oaks was part of the discussion, but not the entirety. It was recommended that the City move forward with hiring an outside consultant to prepare a public participation plan as part of the update. Council agreed with this approach.

Since then, working with BERK Consultants, a scope of work has been developed to perform a tree preservation code update, including a public participation plan. The cost, \$60,000. Work could *potentially* begin in January 2022, and be completed by October, 2021<sup>1</sup>.

The public participation plan, while part of the scope of work, is contained in a second document. There are several reason why this approach was taken.

- In preparing the scope of work, we examined data on persons of color as a percent of population, median family income, a heat severity map for the year 2020, and tree canopy coverage. Immediately, it became evident that updating the tree preservation code was going to have to include an environmental justice component, and, thus, an expanded level of public participation seemed prudent.

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<sup>1</sup> It is anticipated that in developing the revised code, tree preservation policies will emerge. These policies will be forwarded to the long range/strategic planning division and folded into the 2023 comprehensive planning docket which should be underway during the September/October 2022 timeframe.

- If environmental justice is an element of the work to be performed, it shares relationships with the Council's Statement on Equity adopted earlier this year. That statement clearly outlines inclusivity which translates into broad public participation.
- And lastly, it is not unusual when updating tree preservation codes that it takes much longer than expected. Any discussion of trees can become quite emotional and many topics are often discussed: private property rights; shoreline issues; view protection; climate change; heritage trees; permitting procedures; and environmental protection, in general. A well-written public participation plan can help guide the discussion, manage expectation levels, and keep the process on-track.

## B. Contents of the Scope of Work

What follows is an outline of the tree preservation code update. Additional details are found in this memorandum's attachments.

### Phase I Scope: Public Participation Plan

Develop a written Public Participation Plan containing the following elements:

1. Proposal and Objectives
2. Public Outreach & Engagement Guiding Principles
  - a. Statement on Equity
  - b. HEAL Act Relationship
3. Stakeholders & Audiences
  - a. Communities and Areas of Focus
4. Public Engagement Strategies & Activities
5. Schedule
6. Appendices:
  - a. Demographic Information
  - b. Maps: Department of Health Disparities Mapping, Urban Heat Island Mapping

BERK will prepare a preliminary draft and public draft Public Participation Plan addressing a period from approximately January 2022 to October 2022.

### Phase II Scope: Tree Code Development and Facilitation

1. Task 2.1 Kickoff Meeting and Ongoing Coordination
2. Task 2.2 Lakewood Tree Canopy Situation Assessment
3. Task 2.3 Lakewood Tree Code Evaluation
4. Task 2.4 Tree Advisory Committee Facilitation

It has been proposed that an ad hoc committee be established based on current municipal code regulations (Title 2, Chapter 2.67). These are quoted below.

#### 2.67.010

The City Council may appoint ad hoc committees for any proper City Council purpose, subject to such direction and control as the Council may provide. Council action under this section may be taken by motion. Ad hoc committees are advisory bodies to the City Council and cannot take final action within the meaning of RCW 42.30.020(3).

#### 2.67.020

Upon creation of an ad hoc committee, the City Council shall adopt a work plan for the committee which shall identify the purpose of the committee, duties, a general timeline including end date and reporting requirements specific to the committee.

2.67.030

Members shall be appointed to accomplish the goals and objectives of the ad hoc committee as identified in the work plan. Membership shall be sufficient in number, experience, expertise and interest to effectively complete the work plan.

2.67.040

Members of the ad hoc committee shall serve without compensation.

2.67.050

The term of the ad hoc committee is as specified in the work plan for the committee. When an ad hoc committee is unable to accomplish the work plan in the term specified, the committee must so inform the City Council. The City Council may allow the committee to terminate as scheduled without completion of the work, amend the work plan as desired to accomplish the purposes intended or extend the term of the existing work plan to a specific date.

2.67.060

In addition to any reporting required in the work plan for an ad hoc committee, each committee shall be required to, upon completion of the work plan, provide a final report to the City Council as described in Chapter 2.68 LMC.

Additionally, the proposed public participation plan makes specific recommendations as to the make-up of the ad hoc committee based on three principles: those who are affected by a policy decision; those who can affect a policy decision; and those who have the resources and authority to carry out a policy decision.

- 5. Task 2.5 Stakeholder Engagement
- 6. Task 2.6 Legislative Review Process

Under Task 2.6, new and/or revised regulations involving trees also carries with it an increased need for resources. Prior to consideration and adoption, a fiscal note shall accompany any proposed changes.

- 7. Cost Estimate (\$60,000).
- 8. Attachment A to Scope of Work
  - a. BERK Consulting Qualifications
  - b. PlanIT GEO (sub consultant)

C. Additional Outline Details on Public Participation Plan

- 1. Background and Purpose
- 2. Community Demographics and Tree Conditions
- 3. Public Outreach and Engagement Guiding Principles

- a. Be inclusive
  - b. Make public engagement enjoyable and accessible
  - c. Stay in touch
  - d. Provide easy and convenient access
  - e. Document and learn
  - f. Gain support for the final code
4. Stakeholders and Audiences
  5. Public Engagement Strategies and Activities
    - a. Building awareness
    - b. Advertising events
  6. Outreach and engagement
    - a. Ad hoc committee
    - b. Targeted outreach
    - c. Stakeholder interviews and discussion groups
    - d. Comment collection
    - e. Legislative meetings
  7. Activities and Roles section
  8. Participation Plan Schedule
  9. Attachment A (preliminary contact list)
  10. Attachment B (demographics and tree canopy maps)

## D. Next Steps

Review the scope of work (and public participation plan). If the proposed work is acceptable to the City Council, we would bring back a contract for services for Council consideration and adoption in the November/December timeframe.

If the contract for services was approved, the next step would be the formation of the ad hoc committee. It is suggested that the Council advertise for appointments to the committee, require a one-page application, and provide an end-date for application submittal.

The City Council would review the applications and make appointments.

The size of the ad hoc committee would be determined by the City Council.

It is assumed that the ad hoc committee's work plan would correspond to the approved scope of work.

While the ad hoc committee is in the process being established, BERK would be holding a kickoff meeting with city staff to fine-tune scope and work schedule. Tasks 2.1, 2.2, and 2.3 would be underway before the first ad hoc committee meeting.

## E. Attachments

1. Tree preservation Code RFP
2. Public participation plan

# Lakewood Tree Code Update

Public Participation Plan | DRAFT October 25, 2021

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## Background and Purpose

The City of Lakewood promotes the retention and planting of trees in its Comprehensive Plan to enhance the environment and to provide for a quality streetscape:

- LU-63.2: Ensure the retention and planting of trees and other vegetation to promote air quality.
- UD-1.1: Provide attractive streetscapes with street trees and sidewalks, planting strips, shelters, benches, and pedestrian-scale lighting in appropriate locations.

In 2021, Lakewood adopted a new Energy & Climate Change chapter in the Comprehensive which calls for reduced energy consumption and improved carbon sequestration, including the preservation of local tree canopy and wetlands.

Lakewood's Legacy Plan 2020 for its parks also identifies opportunities to add more trees and landscaping in parks.

The City's long-range plans are implemented by development regulations and programs. In its municipal code (Chapter 18A.70) the City regulates development regarding how and when significant trees of certain sizes are preserved or replaced. It requires trees in street rights of way. Lakewood also addresses significant trees through the application of the State Environmental Policy Act (SEPA). The City enforces violations of its codes and collects fines for violations. The fines are used to acquire wooded areas and to plant and maintain trees.

Community members have expressed interest and concerns in how the City manages trees. The City has shared its policies, codes, and enforcement provisions, and invited public input to identify proposed changes to the tree regulations in summer 2021. The City intends to set up an ad hoc committee and develop potential legislative proposals in 2022.

This Public Participation Plan is designed to promote meaningful community engagement and outreach to help Lakewood consider its tree canopy objectives and regulations.

## Community Demographics and Tree Conditions

As of 2020, Lakewood is a community of about 63,612 persons. Lakewood is a diverse community. About 53 percent of the population identifies as White, and 47 percent of the community identifies as another race, including Black (13%) and Asian (9%). In comparison, Pierce County on the whole has a share of about 64 percent White residents. The City's share of persons of Hispanic origin is almost 19 percent, higher than the county at 12 percent. (US Census 2020) About 22 percent of Lakewood residents speak



a language other than English at home (Spanish and Asian and Pacific Islander languages); about 8 percent speak English less than very well. Persons of Color<sup>1</sup> in Lakewood tend to live in the east side of Lakewood; see maps in the Appendix.

Lakewood also has a higher poverty rate of about 16.6 percent compared to the county's rate of 9.1 percent. The median income for the County is about \$79,243 and in Lakewood is substantially lower at \$51,972. (2019 American Community Survey) Those with lower incomes tend to live in the east side of Lakewood; see maps in the Appendix.

Lakewood is an urban community with a mall, commercial corridors, and industrial parks, as well as residential districts. As a result, the community has districts with lower percentages of tree canopy and higher percentages of impervious surfaces. Where there is more pavement and less trees, there can be "heat islands" that have higher temperatures. These conditions can be found predominantly in eastern Lakewood where there also tends to be a higher proportion of Persons of Color and lower income households. See maps in the Appendix.

This Public Participation Plan identifies objectives and strategies considering community demographics and conditions in the remainder of this document.

## Public Outreach & Engagement Guiding Principles

The Tree Code Update outreach and engagement efforts will be steered by guiding principles:

- **Be Inclusive.** The City of Lakewood has adopted a statement on equity on April 19, 2021.<sup>2</sup> The statement includes the advancement of equity and deliberate practice of inclusion. This includes ensuring equity in municipal planning such as with the Tree Code Update. While primarily applicable to state agencies, the City intends to consider the goals of the HEAL Act (E2SSB 5141) to support agency consideration of overburdened communities and vulnerable populations in the design of public engagement activities and in the formation of proposals to address environmental burdens and benefits. Towards equity and inclusion, this Public Participation Plan is meant to:
  - Create opportunities for inclusive engagement to reach a broad group of participants.
  - Create opportunities for engagement for underserved populations.
- **Make public engagement enjoyable and accessible.**
  - Choose fun activities.
  - Choose meeting times and locations that are accessible to as many participants as possible.
  - Create multiple ways to engage.
  - Collaborate with other City initiatives and make outreach efforts cohesive to minimize participant fatigue.
- **Stay in Touch.**
  - Provide for ongoing communication and updates.

<sup>1</sup> Persons of Color: Those whose race is not "White Alone" and anyone who is Hispanic and not White in the Census data.

<sup>2</sup> See: <https://cityoflakewood.us/lakewood-city-council-adopts-statement-on-equity/>.

- Maintain current lists of organizations identified as key stakeholders, and send updates to keep them informed of the process and ways to participate.
- Respond to emails/communication whenever possible to acknowledge input and concerns.
- **Provide easy and convenient access** to project information.
- **Document and Learn** from Outreach Efforts.
  - Keep records of outreach attendance.
  - Make time to reflect on the outcome of each activity – what went well, what could be improved, and what was learned.
  - Respect the feedback received and honor it in project outcomes.
- **Gain support** for the final code.

## Stakeholders & Audiences

The Public Participation Plan is designed to reach all audiences that may have an interest in the Tree Code Update, including but not limited to:

- General Public
- Interested property owners and developers
- Community and nonprofit organizations
- Appointed and elected officials

A list of potential contacts is provided in the Appendix, and would be updated over time as needed.

Across the audiences, it is a goal of this plan to ensure that outreach techniques and materials reach residents, property owners, and businesses including those with different ethnicities and primary languages (e.g., Spanish, Korean). This would involve engaging interpreters to help translate materials into these languages, and to support selected outreach events as appropriate.

## Public Engagement Strategies & Activities

Public engagement strategies will include use of a project website, an advisory committee, and legislative meetings. It also includes targeted outreach and engagement through stakeholder interviews and discussion groups.

### Building Awareness

For this phase, activities could include:

- Work with Community Development Department to set up dedicated web page.
- Develop outreach materials (e.g., fact sheet, postcards).
- Coordinate with City Communications Manager.
- Distribute materials through social media and stakeholders.

## Advertising Events

Methods of advertising public participation opportunities may include some or all of the following:

- Project website
- Press releases and social media
- Community newsletter
- Postcards, fliers, and FAQs.
- Sending information to key stakeholders to distribute to their networks
- Other methods the City has found effective

## Outreach and Engagement

### Advisory Committee

The City intends to work through the Tree Code Update with an ad-hoc Advisory Committee. This group could serve as a sounding board reviewing tree canopy background information, tree code evaluation conducted by consultants, and potential goals and objectives of the Tree Code Update. A range of members would be established. The members could include stakeholders, including:

- Those who are affected by a policy decision
- Those who can affect a policy decision
- Those who have the resources and authority to carry out a policy decision

Stakeholders that fit these different characteristics may include: residents in different neighborhoods with interests in tree care and protection, developers or builders such as Master Builders Association of Pierce County, utilities, Nisqually Tribe, agencies with expertise (e.g. Pierce Conservation District, US Forest Service), environmental groups (e.g. Audubon Society), City advisory bodies (e.g. Parks Board representative), City parks/public works maintenance staff, City permit review staff, or others.

As a “sounding board” the ad-hoc Advisory Committee would share their ideas with City officials and shape the issues and options that eventually would evolve into legislative proposals. It is anticipated that the meetings would be held virtually in 2022.

Formal recommendations on the Tree Code Update would come from the Planning Commission consistent with the Growth Management Act and Lakewood Municipal Code.

### Targeted Outreach

The city is home to a diverse community with businesses and residents that reflect different ethnicities and primary languages (e.g., Spanish, Korean, etc.). Targeted outreach will help identify key contacts for follow up in interviews, discussion groups, or other event/meeting participation. The City and Consultant team will make use of interpreters regarding materials and to help facilitate meetings.

Outreach activities are anticipated to include a range of activities. Early phone calls and discussions with points of contact will help shape later activities. Examples may include:

- Call community groups or churches serving ethnic communities to help recruit people for a discussion group, or to distribute postcards.
- Follow-up with phone calls or emails to keep contacts aware and interested in the project progress.
- Be part of standing agendas at a neighborhood meetings to discuss the code update.

## Stakeholder Interviews and Discussion Groups

- Interview key stakeholders in community to help define outreach objectives, methods, and general input on the Tree Code review. Use interviews to help identify participants in discussion groups as needed.
- Conduct discussion groups to gain input on tree canopy goals and code update elements. Early ideas for focus groups include a meeting with Neighborhood Association<sup>3</sup> representatives, developer group, Youth Council, and/or Korean Women's Association.

## Comment Collection

- Develop brief (e.g., 3-question) polls that are easy to respond to on smart phones. Translate poll questions into Spanish and Korean as appropriate.
- Develop a virtual or an in-person outdoor “walk and talk” to visit different areas of Lakewood and trees in the landscape. This could take the form of self-guided tours (translated), a video on the project website, or in-person outdoor walks.
- Develop an interactive map where people can “drop pins” with ideas to enhance or protect trees in Lakewood. This could be part of the “self-guided” tour materials described above.

## Legislative Meetings

- Support the legislative review process with the Planning Commission and City Council including public hearings, drafting the adopting ordinance, and providing supporting materials on the planning process and public outreach during plan development.

## Activities and Roles

Community engagement and outreach is a joint effort between the City staff who have long-term relationships with residents and businesses and the consultant team who provide additional resources for the Tree Code. This section summarizes the key outreach strategy and activities and roles and responsibilities between City staff, the consultants, and others.

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<sup>3</sup> See: <https://cityoflakewood.us/neighborhood-associations/>.

**Exhibit 1. Outreach Strategies, Actions, Roles, and Responsibilities**

Outreach Strategies Phases/Activity	Key Actions	Roles & Responsibilities
<b>Building Awareness</b>		
Dedicated Website	Dedicated page	City creates and maintains page Consultant creates content
Outreach Material Templates	Develop postcard and fact sheet	Consultant develops material
<b>Advertising Events</b>		
Press Releases, Community Newsletter	Post and distribute ahead of events	City Communications Manager
Postcards, Fliers, FAQs, Social Media Posts	Develop materials Print materials	Develop Content: Consultant Print and Distribute: City
Sending information to key stakeholders	Distribute	Distribute: City
<b>Outreach and Engagement</b>		
Targeted Outreach	Provide contact names and information Conduct calls and reach out to contacts Provide translation where appropriate	Contact names/info: City Community Dev / City Admin Staff Conduct outreach: Consultant Translation: City staff where appropriate, or use of translation service coordinated by Consultant
Interviews	Conduct phone calls	Interviews: Consultant
Discussion Groups	Work on logistics (e.g., Zoom) Invite Stakeholders Conduct Discussion Group	Logistics: City Community Dev / City Admin Staff Invite Stakeholders: City and Consultant depending on contacts Focus Group: Consultant
Poll, Self-Guided Tour, Online Comment Map	Develop questions Host survey	Develop poll questions collaboratively: Consultant and City Prepare an ESRI online map with comment features: Consultant Post links on website and share through social media channels: City
<b>Committees and Legislative Bodies</b>		
Advisory Committee	Scheduling and Logistics Agendas and Materials Facilitation	Scheduling/Logistics: City Agendas and Materials: Consultant Facilitation: Consultant

Outreach Strategies Phases/Activity	Key Actions	Roles & Responsibilities
Legislative Meetings (Planning Commission and City Council)	Schedule Presentations	City lead Consultant supports depending on role

## Schedule

It is anticipated that the effort to develop the Tree Code Update will begin in early 2022 and conclude that fall.

Month	Example Activity
Month 1	<ul style="list-style-type: none"> <li>▪ Kick off project: e.g., lessons learned in current code implementation and public and private roles and responsibilities in tree care</li> <li>▪ Collect background data (tree canopy location by subarea/land use type)</li> <li>▪ Start Tree Code evaluation</li> <li>▪ Form Advisory Committee: Set up Charge and Role</li> </ul>
Month 2	<ul style="list-style-type: none"> <li>▪ Draft Tree Code Evaluation</li> <li>▪ Advisory Committee Meeting 1: introductions, review background data, discuss guiding principles/objectives</li> <li>▪ Outreach/Targeted Outreach: website and fact sheet, phone interviews</li> </ul>
Month 3	<ul style="list-style-type: none"> <li>▪ Advisory Committee Meetings 2 and 3: consider tree canopy goals across city, review code evaluation</li> <li>▪ Outreach/Targeted Outreach: Poll, tree tour, discussion groups</li> </ul>
Month 4	<ul style="list-style-type: none"> <li>▪ Advisory Committee Meetings 4 and 5: review outreach results to date, share issues and options for code changes, review case studies</li> </ul>
Month 5	<ul style="list-style-type: none"> <li>▪ Advisory Committee Meeting 6: final review and advice as sounding board for code and implementation</li> <li>▪ Planning Commission Study Session</li> <li>▪ City Council briefing</li> </ul>
Month 6	<ul style="list-style-type: none"> <li>▪ Planning Commission Hearing and Recommendations</li> <li>▪ City Council briefing</li> </ul>
Month 7	<ul style="list-style-type: none"> <li>▪ Planning Commission Recommendations</li> <li>▪ City Council Hearing</li> </ul>
Month 8	<ul style="list-style-type: none"> <li>▪ City Council Decision</li> </ul>

## Adapting and Learning

After each major engagement effort, the team will summarize results, and consider what efforts achieved desired results and what could be improved, e.g., noticing, types of activities, etc. The team will apply lessons learned to follow up steps. The schedule and sequence of events may be adjusted along the way as appropriate.

# Attachment A: Preliminary Contact List

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## **Tribes, Governments, Regional**

Nisqually Tribe  
 Pierce County  
 South Sound Military Communities Partnership (SSMCP)  
 Tacoma-Pierce County Health Department  
 Washington State Department of Transportation (WSDOT)

## **Special Interest Groups**

Lakewood Chamber of Commerce  
 Lakewood Community Foundation  
 Lakewood Garry Oaks Conservancy  
 Master Builders Association Pierce County  
 Sound Oaks Initiative  
 Tacoma-Pierce County Chamber of Commerce  
 Tacoma Pierce County Association of Realtors  
 Tahoma Audubon Society

## **City Advisory Boards**

Planning Commission  
 Landmarks and Historic Advisory Board  
 Parks and Recreation Advisory Board  
 Youth Council

## **Service and Utility Providers**

Lakeview Light and Power (electricity)  
 Pierce County Utilities (sewer)  
 Puget Sound Energy (gas)  
 Tacoma Power (electricity)  
 West Pierce Fire and Rescue

## **Neighborhood Associations**

Lake City Neighborhood Association  
 North East Neighborhood Association  
 North Lakewood Neighborhood Association  
 Springbrook Neighborhood Association  
 Springbrook Connections  
 Tillicum/Woodbrook Neighborhood Association

## **Businesses**

Lakewold Gardens  
 Lakewood Industrial Park  
 Lakewood Towne Center

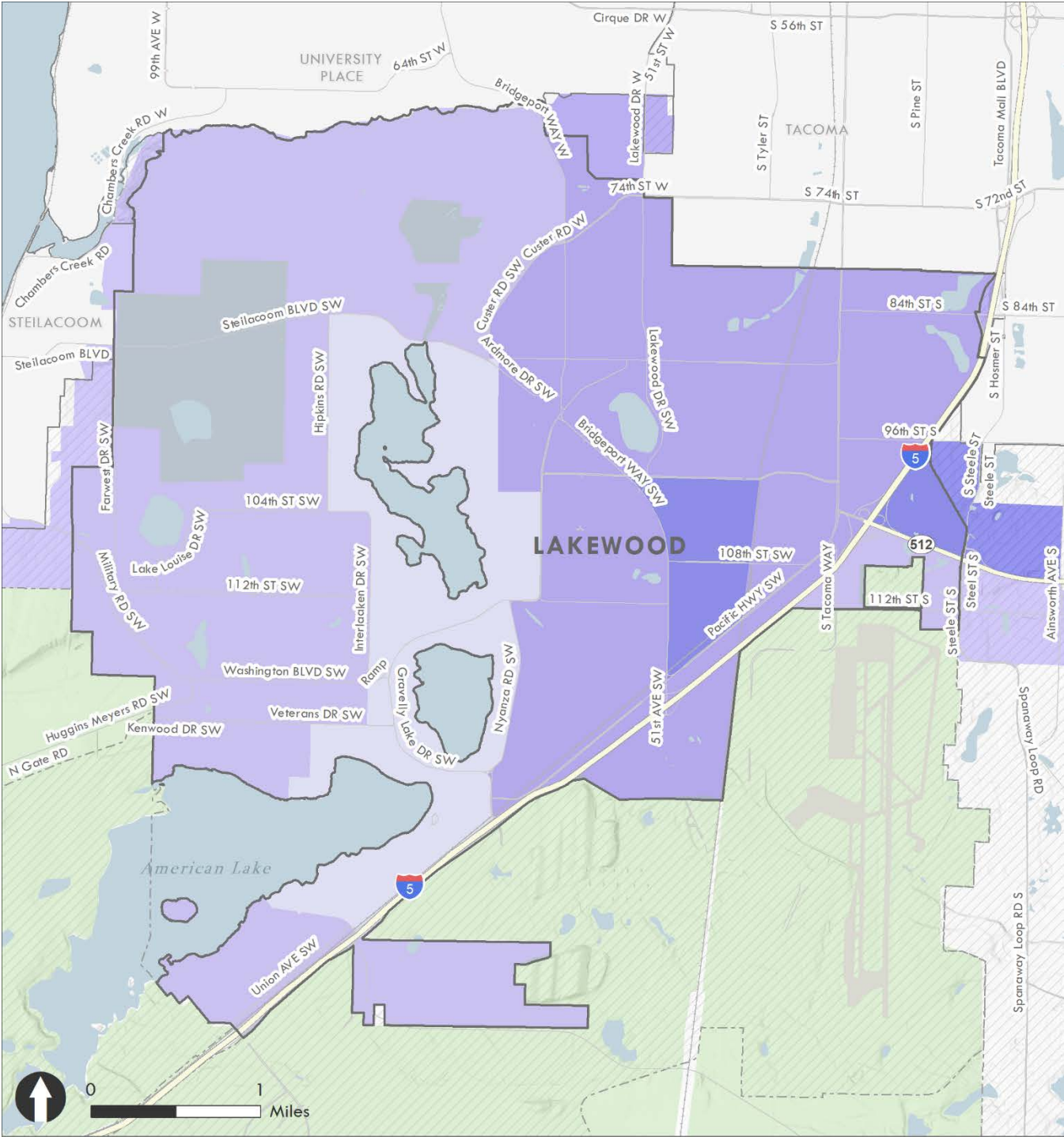
## **Community Groups**

American Lake Improvement Club  
 Chambers-Clover Creek Watershed Council  
 Clover Park Kiwanis  
 Clover Park Rotary  
 Korean Women's Association  
 Lake Steilacoom Improvement Club  
 Lakewood First Lions  
 Lakewood Historical Society  
 Lakewood Knights Lions Club  
 Lakewood Rotary  
 Lakewood United  
 Partners for Parks



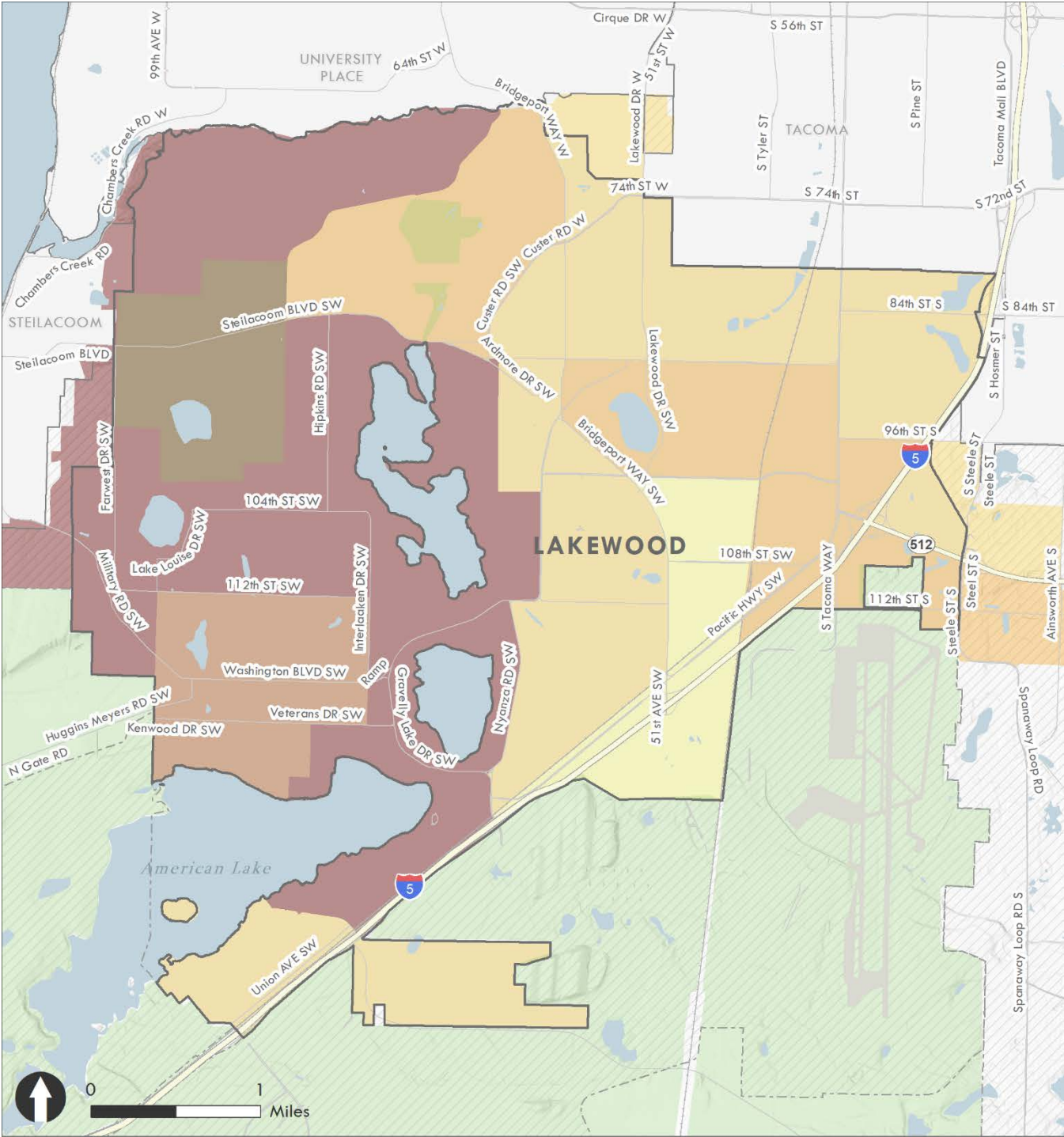
## Attachment B: Demographic and Tree Canopy Maps

- Persons of Color: Those whose race is not “White Alone” and anyone who is Hispanic and not White in the 2020 Census data.
- Median Family Income: 2020 Census data.
- Impervious Areas and Heat Severity: Trust for Public Land 2021.
- Tree Canopy Coverage: American Forest 2021.



	City of Lakewood	<b>Persons of Color as a Percent of Population</b>
	UGAs	30% or Less
	Publicly Owned Lands	30 - 50%
		50 - 70%
		Greater than 70%

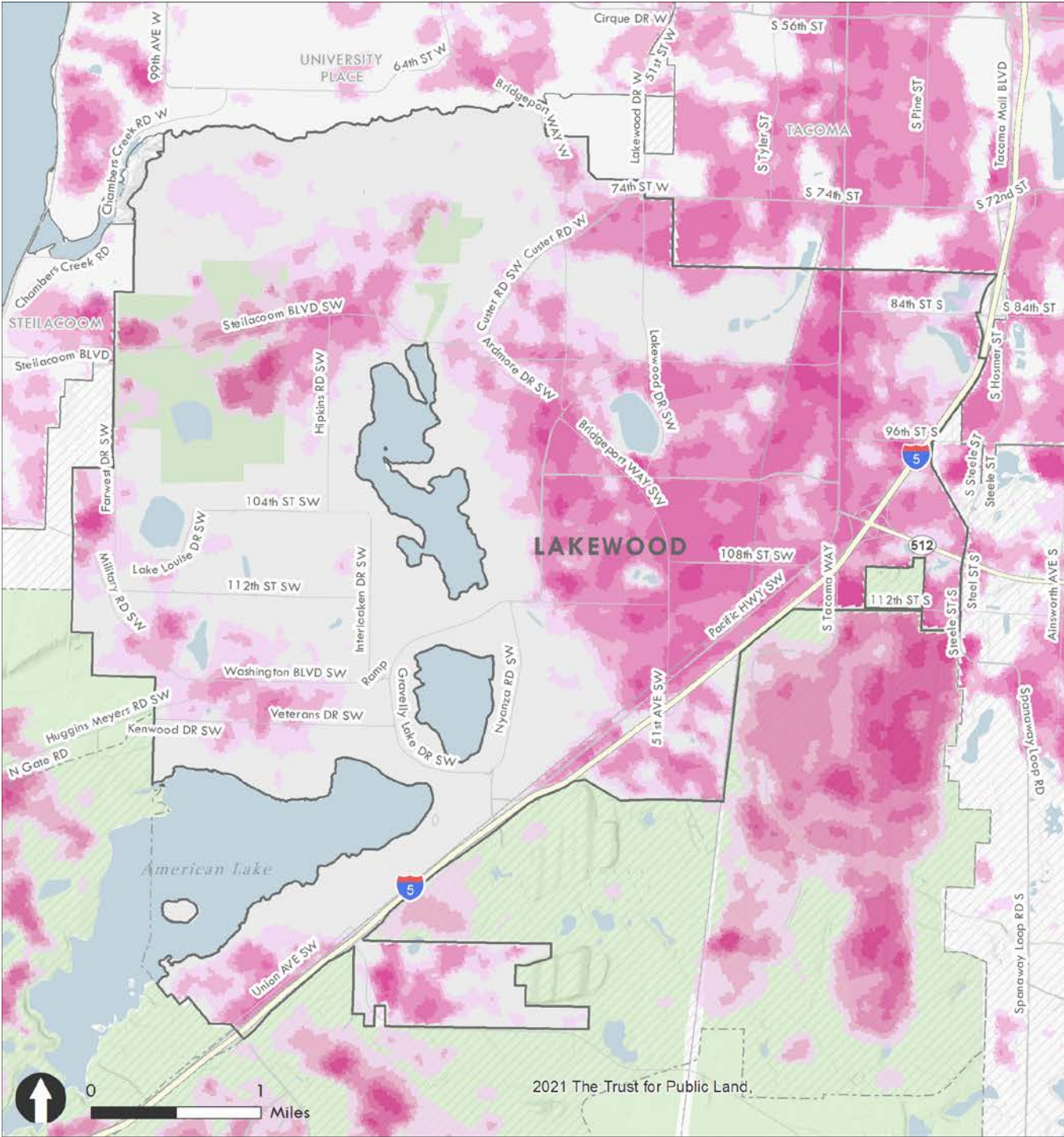
**BERK**  
 Map Date: October 2021  
 Sources: ESRI, 2021; US Census Bureau, 2020.



	City of Lakewood	<b>Median Family Income</b>
	UGAs	
	Publicly Owned Lands	
		Less than \$35,000
		\$35,000 - \$45,000
		\$45,000 - \$55,000
		\$55,000 - \$65,000
		Greater than \$65,000



Map Date: October 2021  
Sources: ESRI, 2021; US Census Bureau, 2020.



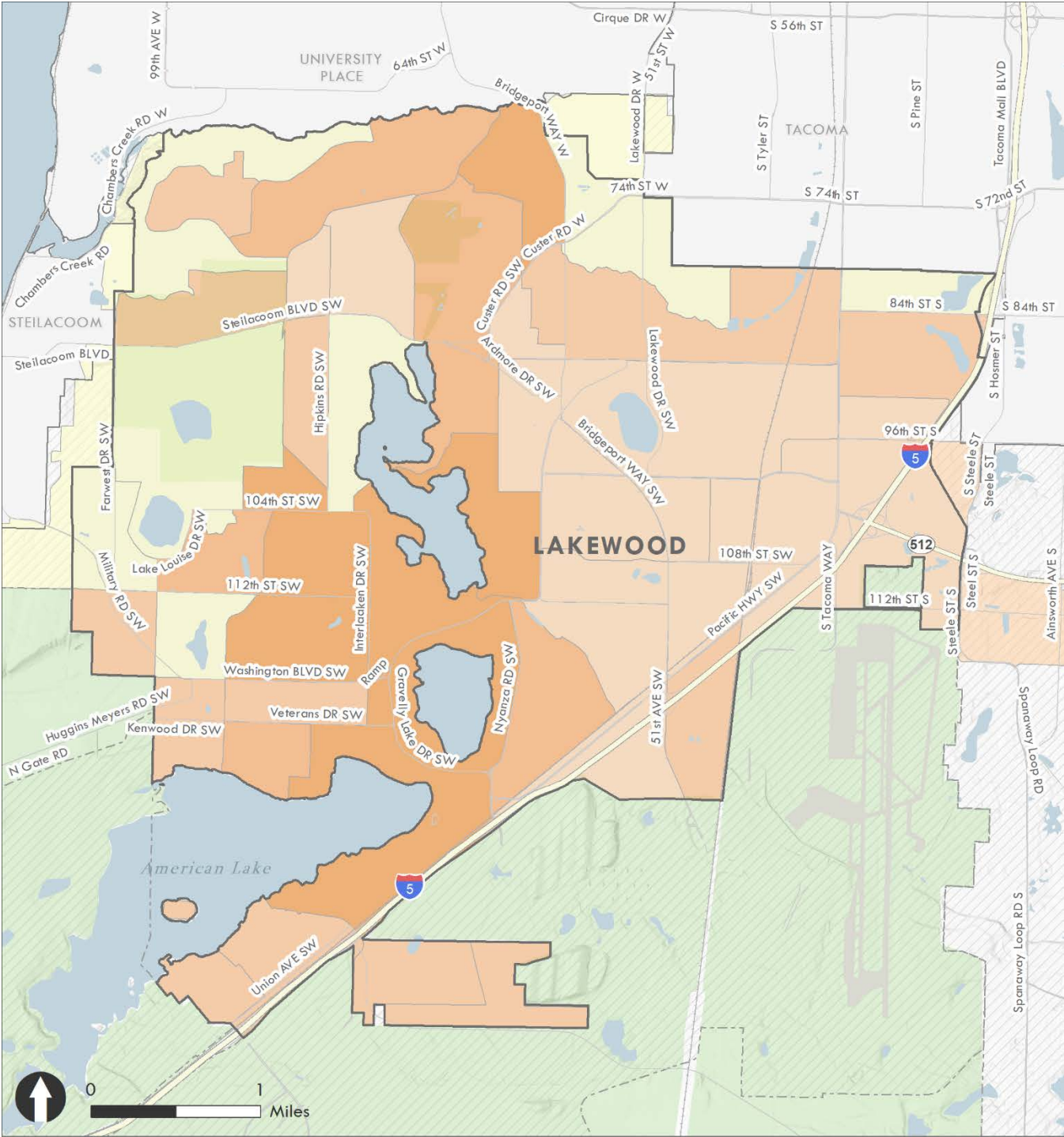
- City of Lakewood
- UGAs
- Publicly Owned Lands

**Contiguous United States Cities Heat Severity 2020**

- Mild
- Mild to Moderate
- Moderate
- Moderate to High
- Severe



Map Date: October 2021  
 Sources: ESRI, 2021; US Census Bureau, 2020;  
 The Trust for Public Lands, 2021.



	City of Lakewood	<b>Tree Canopy Coverage</b>	
	UGAs		No Data
	Publicly Owned Lands		15% or Less
			15 - 25%
			25 - 35%
			Greater than 35%



Map Date: October 2021  
 Sources: ESRI, 2021; US Census Bureau, 2020;  
 American Forests, 2021.

# Tree Preservation Code

The City of Lakewood is considering amendments to its Tree Preservation Code. The City has requested a scope to prepare a public participation plan to support the docket process. A full scope is also desired to help facilitate a public process and to conduct professional evaluation, research, and code amendment options. BERK Consulting, Inc. will serve as prime, develop code amendments, and facilitate discussions with City staff, an Ad-Hoc advisory committee, Planning Commission, and City Council. PlanIT Geo will provide subject matter expertise regarding tree standards, and provide tree canopy information to support the code amendment process.

## Phase 1 Scope: Public Participation Plan

Develop a written Public Participation Plan addressing the following elements:

- Proposal and Objectives
- Public Outreach & Engagement Guiding Principles
  - Statement on Equity<sup>1</sup>
  - HEAL Act Relationship
- Stakeholders & Audiences
  - Communities and Areas of Focus
- Public Engagement Strategies & Activities
- Schedule
- Appendices:
  - Demographic Information
  - Maps: Department of Health Disparities Mapping, Urban Heat Island Mapping

BERK will prepare a preliminary draft and public draft Public Participation Plan addressing a period from approximately January 2022 to October 2022.

## Phase 2 Scope: Tree Code Development and Facilitation

### Task 2.1 Kickoff Meeting and Ongoing Coordination

The Consultant will set a kick off meeting with City staff that are charged with land use/building permit reviews as well as charged with tree canopy management in rights of way or parkland. The purpose of the meeting will be to review the scope and schedule for the tree preservation code update.

### Task 2.2 Lakewood Tree Canopy Situation Assessment

With this task, the Consultant will prepare a canopy cover analysis to understand and inform the tree preservation code update, regarding species and age diversity, cost-benefits, master tree list, etc. While there are existing data sources (e.g. Coastal Atlas 2011, WDFW High Resolution Change Detection 2017), the Consultant team can synthesize and evaluate the most current information and set a more

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<sup>1</sup> See: [https://cityoflakewood.us/wp-content/uploads/2021/04/RELEASE\\_202104-Resolution-2021-05-1.pdf](https://cityoflakewood.us/wp-content/uploads/2021/04/RELEASE_202104-Resolution-2021-05-1.pdf)

recent baseline, custom disaggregation by sub-geographies or land use types, and historic analysis to assist with equity analysis, tree canopy goals, and tree preservation code options.

The canopy cover analysis will include:

- Tree canopy cover percent. The data can be shared based on several geographies, e.g. entire city, census blocks, block groups.
- Land cover metrics (tree canopy, shrub, grass/open space, impervious, bare soil, water metrics). This can inform tree canopy location as well as where there are opportunities for additional trees.
- Two Custom Boundary Metrics (ex. neighborhood, parcels, land use, parks, rights of way, private/public, etc.). This can inform differences in tree canopy for areas of preservation or tree planting opportunities.
- Canopy Change Metrics (Choose historical year up to 10 years). This can show changes over time to inform trends and goals.

See Attachment A.

### Task 2.3 Lakewood Tree Code Evaluation

The Consultant team will evaluate the current tree preservation code regarding best practice industry standards, research, and worksheets to review and cross-examine existing ordinances and policies impacting or affecting trees in the City. PlanIT Geo will focus on best practices with their subject matter expertise. See Attachment A.

Based on the tree canopy evaluation and tree code evaluation, BERK will develop issues and options for the tree code amendments and potential incentives, applying them to case study sites (residential, commercial, industrial, others). This would demonstrate the effect and tradeoffs of different approaches. BERK will review tree code evaluation findings regarding administrative / permit procedures that are a fit for Lakewood. BERK will identify potential coordinating changes with Comprehensive Plan policies and with other city regulations such as critical areas; these may be addressed in the following docket as appropriate.

### Task 2.4 Tree Advisory Committee Facilitation

The Consultant will facilitate the tree advisory ad-hoc committee consistent with the Lakewood Municipal Code. It is anticipated the committee would serve as a sounding board and provide advice and input to the Planning Commission and City Council. Approximately 6 meetings are anticipated through 2022, and are anticipated to be virtual. The size of the committee is anticipated to allow for diverse representation while being a manageable size to accomplish project objectives within the timeframe and allow for members to share timely input.

### Task 2.5 Stakeholder Engagement

Based on the Phase 1 Public Participation Plan, the Consultant will implement the identified tasks, such as a project website, fact sheet, stakeholder interviews, small group discussions, and other strategies.

## Task 2.6 Legislative Review Process

The Consultant will facilitate the code amendment proposals through meetings and hearings with the Planning Commission and City Council. Four meetings are anticipated during fall 2022.

## Cost Estimate

Based on the scope of services a cost estimate has been prepared. The project will be billed on a time and material basis not to exceed \$60,000.

BERK Consulting					
	Lisa Grueter Principal	Jonathan Morales Associate II	Kevin Gifford Senior Associate II	John Todoroff Associate II	Total Hours and Estimated Cost by Task
2021 Hourly Rate	\$225	\$140	\$170	\$140	
<b>Phase 1: Public Participation Plan</b>					
Preliminary Draft	4	2	1.5		
Revised Draft	2	0			
<b>Subtotal</b>	<b>6</b>	<b>2</b>	<b>1.5</b>	<b>0</b>	<b>9.5</b> <b>\$1,885</b>
<b>Phase 2: Tree Code Review and Facilitation</b>					
Kickoff Meeting and Ongoing Coordination	12	6			
Lakewood Tree Canopy Situation Assessment	4				
Lakewood Tree Code Evaluation	16		7.5		
Tree Advisory Committee Facilitation	28	32			
Stakeholder Engagement					
Website, Fact Sheets	4			20	
Interviews, Discussion Groups	16	24			
Legislative Review Process	22				
<b>Subtotal</b>	<b>102</b>	<b>62</b>	<b>7.5</b>	<b>20</b>	<b>191.5</b> <b>\$35,705</b>
<b>Total Estimated Hours</b>	<b>108</b>	<b>64</b>	<b>9</b>	<b>20</b>	<b>201</b>
<b>Cost (Hours*Rate)</b>	<b>\$24,300</b>	<b>\$8,960</b>	<b>\$1,530</b>	<b>\$2,800</b>	<b>\$37,590</b>
<b>Subtotal Consultant Cost</b>	<b>\$37,590</b>				
<b>PlanIT Geo</b>	<b>\$21,550</b>				
<b>Project Expenses at ~2% of Project Budget</b>	<b>\$750</b>				
<b>Estimated Project Total</b>	<b>\$59,890</b>				



# Attachment A

## BERK Consulting Qualifications

### *Pierce County Parks, Recreation, and Open Space Plan + Impact Fees*

BERK led a team to assist Pierce County with an update to their Parks, Recreation, and Open Space (PROS) Plan. The County developed an updated vision and its role as a county provider of parks and recreation supporting livable communities. The results were consolidated into an updated PROS Plan.

- **Phase 1:** BERK in collaboration with the County and team members, prepared the 2014 PROS Plan. This was the first time the county began to consider fiscal sustainability and revisited its long-term role as a regional provider of services.
- **Phase 2:** The County began to explore a refreshed vision with the community, and commissioned a series of white papers. BERK prepared outreach materials and an online survey to consider the park system vision and investment and funding tradeoffs. BERK reviewed PCParks' niche services, and analyzed the County's Level of Service (LOS) standards, including recommending future LOS strategies and identifying a new prioritization of facility needs. BERK also analyzed funding and partnership opportunities, including recommendations for future park impact fees and an updated Capital Facility Plan. Much of this work has been summarized in reports to an Impact Fee Working Group. That report was delivered to the County Council, and a new impact fee adopted in 2016.
- **Phase 3:** Following adoption of an impact fee, BERK developed a revised PROS Plan in 2020 that integrated the public input and analysis from earlier phases. The plan is more strategic and implementation-oriented in nature.

### *City of Sumner Parks, Recreation, and Open Space Plan Update + Impact Fees*

BERK completed a new Parks and Trails Plan, funding assessment, and impact fee rate study. The Plan was completed in seven months with an intensive outreach program including on-line and in-person activities, outreach to stakeholders, gap and needs assessment, updated vision and system plan, and capital program. This project was awarded the Healthy Communities Award - Platinum from the Pierce County Regional Council in 2018.

### *Jefferson County Comprehensive Plan and Critical Areas Ordinance Update*

BERK led Jefferson County's 2018 Comprehensive Plan Update providing expertise and staff capacity to complete Plan elements in a reader-friendly graphic-rich style. We developed a new plan outline and template, updated analysis, replaced outdated text, and amended policies. We developed outreach materials for public open houses, and developed staff reports and SEPA analysis. BERK also provided technical support in collaboration with County staff to amend the critical areas ordinance to meet the County's regulatory reform goals while maintaining necessary protections. This included developing issues and options memos and presenting them to a Regulatory Reform Task Force at a series of meetings.

### *Kenmore 2019 Shoreline Master Program and Critical Areas Regulations Update*

As part of a team, BERK recently completed the City of Kenmore 2019 Shoreline Master Program and Critical Areas Regulations Update. BERK provided land use planning expertise and led the public

involvement effort, including community open houses and focus groups. Key products included a thorough gap analysis, amendment recommendations, and permit streamlining. Areas of focus included wetland and stream classifications; local conditions along shorelines; new geologic and flood hazard standards; and criteria for public agency and utility proposals.

### **Lakewood Downtown Plan**

BERK led a team to prepare the Lakewood Downtown Plan, Development Code, and Planned Action. The Lakewood Downtown Plan—developed after engaging hundreds of diverse Lakewood residents, business owners, children and youth, and community leaders—sets out an investment and incentive strategy to spur private development at a greater scale. Downtown Lakewood is planned to attract 2.8 million square feet of employment space by 2035 supporting over 7,300 new jobs, and has capacity for over 2,250 attached housing units. Linear parks and a central park plus a new complete street grid will support mixed-use development in this cultural, recreational, commercial, and entertainment center. BERK led the development of plan policies, land use code allowances, open space and landscape standards, incentives, overlays, and procedures. BERK prepared the City’s first Planned Action Ordinance and associated EIS. BERK also led public outreach activities including targeted outreach to persons of color and youth in multiple languages, and held developer forums.

### **Lakewood Station District Plan**

BERK led a team to prepare the Lakewood Station District Plan and Development Code through a collaborative process with a stakeholder group and a multidisciplinary team. BERK developed outreach materials and a survey. BERK also developed a Planned Action through a determination of non-significance applicable within a half mile of a high capacity transit station. Key issues included developing standards to attract missing middle housing types north of the station, accommodate master planned development along Pacific Highway, and avoid displacement of current residents and businesses while attracting new investment. The team developed a form-based code similar to the Downtown form-based code with more custom land use and master plan review procedures.

## **PlanIT GEO**

See following pages.



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[www.planitgeo.com](http://www.planitgeo.com)

## PlanIT Geo Profile and Qualifications

PlanIT Geo (PG) was founded in 2012 and is based in Arvada, Colorado with satellite offices in states across the country, including Washington. PlanIT Geo specializes in the management, enhancement, and preservation of all aspects of the urban forest through a research and science-based approach. PG has developed specific expertise regarding municipal forestry operations and strategic planning through its provision of services to many municipalities across Washington and elsewhere in the United States and Canada, including 20+ completed or ongoing urban forest management planning projects.

Since 2012, we have expanded PlanIT Geo's expertise to be a "one stop shop" for municipal urban forestry programs to include urban forest management planning, tree inventory and assessment, tree preservation planning, tree specifications and standards development, software development for tree inventory data collection and work order management, and stakeholder facilitation and collaboration.

PlanIT Geo has completed urban forest management/master plans, maintenance plans, risk tree plans, strategic planting plans, storm response and mitigation plans, and canopy action plans for the public, private, and nonprofit sectors. Recent local planning projects include Tacoma and Renton (in progress) in Washington and Wilsonville, OR. Our Certified Arborists have inventoried over a half million trees across 29 states using our tree inventory and management software, TreePlotter. Additionally, PlanIT Geo has completed more urban tree canopy assessments than any other firm, with over 300 projects for cities, counties, regions, and local areas across the country and Canada. Specifically, for WA, PlanIT Geo has completed tree canopy assessment and canopy goal setting projects in the King County Metro area, in partnership with the King Conservation District. Many of these projects required public information and opinion gathering, presentations to the public and city officials, and workshops to guide plan development and increase community forest stewardship.

With this extensive experience, short and long-term goals will be met through adept assessment and analysis methods, the benefits of today's best research, information, approach, technology, and tools; superior coordination, communication, and project management; and local offices, experience, and practice. Our staff capacity will ensure the project is completed on time and within budget while achieving the City's goals and outcomes.

## UFMP Approach Overview

PlanIT Geo has developed a systematic approach to effectively evaluate all elements of an urban forestry program to developed tailored, specific, and measurable actions for long-lasting effects to achieve a shared vision. We will align the planning elements listed below with the City’s final scope of services.



### Research Deep Dive

Research guided by the USFS Discovery Matrix, Request for Information document, City and stakeholder interview, public feedback.



### Current Operations, Structure, and Resources

Framework for staff and stakeholder interviews consisting of objectives, preliminary questions, discussion themes, and guiding principles.



### Data Analyses (Existing Conditions)

Tree inventory and canopy cover analysis to understand and inform species and age diversity, cost-benefits, master tree list, policies, program structure.



### Benchmarking Research

2020 Tree City USA database, 2014 urban forestry census (Hauer et al.), and staff consultations to establish metrics for comparison and realistic goals.



### Community Engagement

Continuous engagement sessions throughout the project consisting of surveys, meetings, and materials for diverse audiences guided by the Outreach Plan



### Urban Forest Audit System

The USFS system is tailored to Lakewood to evaluate nearly 130 urban forestry elements uncovering strengths and challenges to be addressed in the Plan’s goal and action framework. Provides a system for long-term monitoring.

## Tree-Related Policy Review and Recommendations

### Assess Program Structure, Function, and Budget

- ❖ Initial information gathered through the Kickoff Meeting, correspondence, and questionnaires.
- ❖ Establish the framework for City staff and partner interviews.
- ❖ Interviews (remote) with key City staff and partners to fully capture existing practices, operations, workflows, strengths, challenges, resource needs, and ideas.
- ❖ Our Consulting Team proposes 5 remote interview sessions with staff identified by the Project Team. The framework for these sessions has been applied to over 40 city departments in the last three years and will be tailored specifically to the City of Lakewood as recommended by the PROJECT TEAM.
- ❖ Information from the interviews is documented for use in Task E to develop recommendations.

### Review City Code, Ordinances, Policies, and Planning Documents

Our Consulting Team understands the need to improve existing tree code and evaluations necessary for new ordinances. To do this, input from the City staff, stakeholders, and the community must be integrated and aligned with industry standards, comparable cities, state requirements, and City goals. Our Consulting Team has extensive experience in evaluating existing code/policies and providing recommendations and language for amendments to municipal code. In addition to input and research, we will utilize management tools such as:

- [American National Standards Institute's \(ANSI\) A300, Z60.1, Z133, among others](#)
- [International Society of Arboriculture \(ISA\) Best Management Practices](#)
- [Guidelines for Developing and Evaluating Tree Ordinances \(USFS, 2001\)](#)
- [Worksheet for Review of Municipal Codes and Ordinances \(Center for Watershed Protection, USFS, 2018\)](#)
- [U.S. Forest Service's \(USFS\) Urban Forest Sustainability and Management Audit System](#)
- [Vibrant Cities Lab and the Community Assessment & Goal-Setting Tool](#)
- [Vibrant Cities Lab's Climate & Health Action Guide \(2020\)](#)
- [A Model of Urban Forest Sustainability \(Clark et al. 1997\)](#)
- [Criteria and Indicators for Strategic Urban Forest Planning and Management \(Kenney et al. 2011\)](#)
- [Climate Adaptation Workbook \(USFS, American Forests, and Northern Institute of Applied Climate Science\)](#)
- [i-Tree Suite of Tools \(USFS, Davey Tree Expert Company, and partners\)](#)
- [Urban Forest Pest Readiness Playbook](#)
- [A 2014 Urban and Community Forestry Census of Tree Activities \(Hauer, et al. 2014\)](#)

The general tendency for a city developing a tree ordinance is to look toward other communities for ordinances already in place to see what can be learned regarding structure, procedure, and effectiveness. This is an excellent way to get general guidance on content and procedures. Some pitfalls associated with relying too heavily upon another community's ordinance are:

- assuming your community's forest resources are the same as your neighbors,
- substituting someone else's community vision for your own,
- assuming the sample ordinance is compatible with other organizational structures within your community government or that it can be made to be compatible,
- perpetuating the perspective that the way someone else does it is the way we should do it (i.e., "If it's good enough for them, it's good enough for me."),
- modeling your ordinance after one that is not effective and efficient in application,
- modeling your ordinance after one that is not reflective of your community's unique characteristics (i.e., size, growth rate and patterns, cultural or regional perspectives),
- modeling your ordinance after one that restricts the addition of new ideas about how to impact or conserve the community forest,
- reinforcing the false impression that developing an effective ordinance can be a short-cut process.

For these reasons and others, it is recommended that Lakewood utilize PlanIT Geo's urban forestry professionals to review and revise ordinances. PlanIT Geo's extensive ordinance planning provides the City with the benefits of understanding 1) the common issues, 2) the extent of effort required and time commitments, 3) the common opposition to tree ordinance updates, 4) the approach to effectively handle opposing views, 5) the costs and savings to a community, 6) the methods for measuring success and effectiveness of new ordinance implementation, and, 7) the means to revise ordinances in an adaptive management approach for an everchanging environment.

New and updated ordinances may include the following sections:

- **Findings** – includes a community's vision and perspective of itself with respect to the trees and other natural resources. Contains a view of the future and states the community's willingness to develop a structure to preserve, conserve, and/ or move toward that view. It should include the value of trees and other resources to the community. This section is an important component of tree ordinances because it usually establishes the ordinance's legal authority.
- **Purpose and intent of the ordinance** – next to the vision, this is the most important section as it details reasons for existence of the ordinance. Should the purpose and intent of the ordinance be weak it will likely be unenforceable. This section should be based on the objectives of the ordinance.
- **Definitions** – includes a list and description of terms used in this ordinance and a list of those terms referenced in other ordinances such as planning and zoning or development ordinances.
- **Administrator identification** – defines who will be responsible for enforcing the ordinance, reviewing tree protection plans, etc. This individual is usually the city or community arborist. This section also details the qualifications of the arborist and assigns the arborist the duty of developing arboricultural standards relative to tree care, protection, construction impacts, and administrative guidelines for ordinance compliance.
- **Requirements for community departments** – requires community departments to follow the ordinance requirements for actions taken on public property.
- **Requirements for private landowners** – requires private landowners to follow the ordinance requirements. Permits for, or restrictions on development activities, tree protection during construction, tree removal, replanting, and mitigation would be included in this section. A requirement to file tree location and assessment plans, tree protection plans, landscape plans, replanting plans, or other plans deemed necessary by the ordinance or arborist for those conducting land-disturbing activities also may be included in this section.
- **Requirements for public land** – requires individuals in the private industry and citizens to follow the ordinance requirements for tree planting, maintenance, and activities that impact trees on public land.
- **Vegetation conflicts** – relating to traffic views, sign and utility clearance, and right-of-way encroachment.
- **Provide for specimen tree protection and specimen stand protection** – lists required permits and penalties.
- **Develop arboricultural specifications for species** and quality of trees to be planted within the community on properties governed by the tree ordinance.
- **Alignment with other policies, standards, and issues** – identifies other city planning efforts and policies that support tree-related ordinances for consistency and efficiency.

The following steps provide an overview of the Lakewood tree ordinance review and revision process where stakeholders will acquire a better understanding of the urban forest as a valuable asset that must be managed with supporting policies. By providing an effective ordinance update and building on the stakeholder support, the urban forest managers will be equipped to present to City Council for adoption.

1) Initial Research and Information Gathering

The Consulting Team will utilize resources such as the ISA Guidelines for Developing and Evaluating Tree Ordinances (A), the Center for Watershed Protection’s Municipal Code and Ordinance Review Worksheet (B), and the USFS Urban Forest Audit System (C)—all of which support industry standards and best practices.

2) Additional Information Gathering

After completion of the internal research and information discovery by the Consulting Team, meetings and interviews will be arranged with the PROJECT TEAM and others identified during the Kickoff Meeting. This includes remote meetings or questionnaires with members of the community that oppose changes to the ordinance (e.g., builders associations, developers, real estate professionals, landscapers, businesses). These meetings are separate from the public town hall meetings and will be arranged to identify common goals and solutions.

3) Benchmarking Research

At this stage, the Consulting Team will conduct benchmarking research of ordinances in comparable cities identified during the Kickoff Meeting. PlanIT Geo provides services to communities across the nation and specific to Washington which lends Lakewood a unique benefit to receive a comprehensive analysis and comparison to develop effective ordinances for the City’s trees. Our Consulting Team will be able to apply experiences, procedures, and innovative ideas by benchmarking city attributes in a project-proven approach. We will utilize our network of clients and urban forest managers to provide a summary of common problems, concerns, partners, results, and revision processes.

4) Draft Ordinance Revision

By completing steps 1-3, the Consulting Team will have the information necessary for drafting the revision to City ordinances. This will include any new additions to City Code and ordinances. PlanIT Geo will provide the draft document and has budgeted for one (1) review period. This review from the PROJECT TEAM should be led by the City point of contact who will compile all edits, comments, and questions into one document for use by the Consulting Team. To support the draft updates, guidelines for monitoring, enforcement, outreach, funding, permitting, best management practices, and alignment of existing efforts will be provided. The draft ordinance completion date is in alignment with the second public town hall meeting.

5) Final Ordinance Revision

After the PROJECT TEAM provides feedback on the draft revision, the Consulting Team will organize a remote meeting to discuss the recommended changes and address any comments and questions. The Consulting Team will then complete the final document and provide all files and materials that comprise the revised ordinances.

6) Presentation of Proposed Ordinance

The Consulting Team will present the final report remotely to the City’s oversight committee and attend (remotely) the City Council meeting where the tree ordinance revisions will be presented to Council for approval. A draft presentation will be prepared for review by the PROJECT TEAM and the Consulting Team will finalize the presentation.

TASK DELIVERABLES: Staff questionnaire(s), PowerPoint and PDF of staff interview framework, 5 (remote) staff interview sessions, recorded interviews (if approved), interview summary documents, Information Discovery Matrix, remote meetings and questionnaires to address opposing views of ordinances, Benchmarking Research Matrix, draft ordinance recommendations document in Microsoft Word and Adobe PDF, City/PROJECT TEAM feedback document, meeting to discuss draft ordinance changes, final ordinance revision report, draft presentation in MS PowerPoint and Adobe PDF, final remote presentation, Council approval.

## Project Team

Chris Peiffer is an ISA Certified Arborist of 7 years and Municipal Specialist for 2 years. He will be the project manager for the Lakewood, WA urban forestry project. He will lead all components of the project by conducting research, leading City staff interviews, analyzing research and data, community engagement (if applicable), evaluating the City's baseline conditions using the U.S. Forest Service Audit System, ordinance and policy review, draft recommendations, presentations, and final report.

Chris specializes in urban forest planning, management, development, and innovation. He is experienced in the collection of tree inventory data, inventory data synthesis and analysis, risk tree management, and urban forest management plan writing. This experience includes hazard tree plans, regional canopy action plans and strategies, strategic planting plans, analysis and reporting of tree inventories, strategic planting plans, and Urban Tree Canopy (UTC) reports. **In the past 7 years, Chris has served as the project manager for nearly 30 urban forest management plan projects with budgets totaling over \$1 million, engaging over 5,300 community residents, and interviewing 145 Town staff representing nearly 40 departments.**

Chris is also an expert arborist and seasoned field crew manager with experience from leading tree care firms, understanding the maintenance needs, tree physiology, risk prioritization, and tree responses to proper tree care. He has a bachelor's degree in Urban Forestry and is a graduate of the 2011 Municipal Forestry Institute, 2013 Urban Forestry Institute, and 2014 Urban Forest Strike Team Training.

## Experience Overview

Tacoma, WA Municipal Code Review and Recommendations

Tacoma, WA Trees and Construction (Sidewalk) Operations Plan

[Tacoma, WA Urban Forest Management Plan](#)

[Tacoma Mall, WA Strategic Urban Forest Action Plan](#)

[Longview, WA Tree Inventory Summary Report](#)

Wilsonville, OR Tree Preservation Guidance and Recommendations

Wilsonville, OR Tree Ordinance Review and Recommendations

Wilsonville, OR Trees and Infrastructure Conflicts Solutions Workbook

Renton, WA Urban Forest Management Plan (in progress)

[Colorado Springs, CO Urban Forest Management Plan](#)

Colorado Springs, CO Tree Ordinance Review and Recommendations

Colorado Springs, CO Trees and Construction Operations Plan

[West Virginia State University Tree Maintenance Plan](#)

[Fairfax, VA Tree Program Evaluation Report](#)

[Kettering, OH Urban Forest Management Plan](#)

[Troy, NY Urban Forest Management Plan](#)



## Pricing

Task	Description	Hours	Cost
Tree Canopy data purchase	<p><b>Tree Canopy Cover %</b> (Entire city, census blocks, block groups, Zip codes, HUC-12 Watershed)</p> <p><b>Land Cover Metrics</b> (Tree Canopy, Shrub, Grass/open space, Impervious, Bare Soil, Water metrics)</p> <p><b>2 Custom Boundary Metrics</b> (Ex. Neighborhood, Council District, Parcels, Land Use, Parks, Right of Way, Urban Growth Area, Private/Public)</p> <p><b>Canopy Change Metrics</b> (Choose historical year up to 10 years)</p>	One time cost	\$4,750
City Staff Consultations	Five remote meetings with key staff and stakeholders to gather an understanding of current operations, strengths, challenges, and priorities	50	\$4,000
Tree-Related Ordinance/Policy Reviews & Recommendations	Utilizes industry standards, research, and worksheets to review and cross-examine existing ordinances and policies impacting or affecting trees in the City. Policy recommendations based on canopy goals will be drafted if applicable (see menu option below). Includes a draft document, 2 virtual presentations, and a final document of recommended revisions and additions to the ordinance and policies	120	\$9,600
Reporting	Compiling components into a narrative and report	40	\$3,200
<b>ESTIMATED COST OF RECOMMENDED SERVICES</b>		<b>210</b>	<b>\$21,550</b>

## Urban Forest Management Plans

PlanIT Geo has completed numerous urban forestry projects for communities throughout the State of Washington and abroad. These projects require contracts, state-county-local licenses, and adherence to regulations and standards. PlanIT Geo has been conducting urban forestry planning projects for communities and organizations for over eight years.

### Tacoma, WA - Urban Forest Management Plan (Environmental Service Department)

Lead: PlanIT Geo. PlanIT Geo developed the City of Tacoma's Urban Forest Management Plan. One of the primary purposes of the plan was to evaluate resources to develop an in-house arborist crew. This project required extensive review of City policies and internal procedures. The consultant team developed and conducted three public meetings, two public surveys, twelve City staff meetings, and numerous other stakeholder events in order to engage and participate with a wide range of audiences. Additional data gathering included the inventory of 7,000 street trees and budget analysis. 5-year action strategies were developed for the 20-year UFMP, each with their own criteria and thresholds. The project included an extensive review with recommendations for the Tacoma Municipal Code (includes use of ISA BMPs and ANSI Standards). Phase 3 will consist of a Trees and Construction Operations Plan, a Tree Risk Reduction Plan, and a Sustained Funding Report. View the project website at [www.tacomatreeplan.org](http://www.tacomatreeplan.org) and the final plan [here](#).

#### Project Details:

Project Manager: Chris Peiffer | Supporting Staff: Maegan Blansett

Address: 326 East D St Tacoma, WA 98421

Budget: \$274,901 | Date of Performance: April 2019 – December 2019 (8 months)

Status: Completed

### Fremont, CA - Urban Forest Management Plan (Community Services Department)

Lead: PlanIT Geo. The purpose of the plan is to make recommendations on planning, policy, and procedures to reflect industry best practices; provide targeted goals to increase, maintain, and protect a diverse tree canopy; analyze the current urban forests; provide guidance on program structure(s); develop guidelines for establishing a nonprofit and Tree Board; maintenance recommendations; and community engagement, among others. The project will consist of a website, urban tree canopy growth report, canopy goals, program scenarios, maintenance and risk management recommendations, tree species list, homeowner and contractor tree manuals, budget analysis, policy recommendations, goals and actions, monitoring plan, and 15 public engagement sessions (meetings, surveys, contests, social media). View project website [here](#) and Tree Inventory Summary Report [here](#).

#### Project Details:

Project Manager: Chris Peiffer | Supporting Staff: Maegan Blansett, Rocky Yosek, Jeremy Cantor

Address: 39550 Liberty St. Fremont, CA 94537

Budget: \$150,000 | Date of Performance: February 2021 – March 2022 (13 months anticipated)

Status: In Progress

### Colorado Springs, CO – Urban Forest Management Plan (City Forestry Division)

Lead: PlanIT Geo. This Urban Forest Management Plan provided the framework for enhancing the City Forestry Division's levels of service as it relates to the management of the urban forest and meeting community goals. The planning process included an extensive analysis of the existing conditions and operations by using the U.S. Forest Service's Urban Forest Sustainability and Management Audit. The Audit was informed by information gathering via city staff interviews, public meetings, data analyses, and benchmarking research. The results of the planning included guidance for and impacts of multiple management scenarios and recommended management approach to achieve long-term goals for sustainability. Project includes extensive review of City Code, Forestry Rules & Regulations, and Landscape Policy Manual to provide recommendations. Includes analysis of costs of not pruning, estimated costs for a 7-year rotational pruning program, staffing and budget requirements, emerald ash borer plan, trees and sidewalks operations plan, and fact sheets. View the plan [here](#), the [Research Summary](#), and the [UFMP Fact Sheet](#).

## Project Details:

Project Manager: Chris Peiffer | Supporting Staff: Maegan Blansett, Rocky Yosek

Address: 1401 Recreation Way Colorado Springs, CO 80905

Budget: \$70,500 | Date of Performance: August 2019 – October 2020 (14 months)

Status: Completed

## References

Project: Fremont, CA Urban Forest Management Plan (+ inventory, UTC, and software)

Contact: Kit Jory, City Urban Forester

Address: 39550 Liberty St. Fremont, CA 94537

Contact Info: kjory@fremont.gov | (510) 494-4854

Date of Performance: February 2021 – March 2022 (anticipated)

Budget: \$150,000 | Status: In Progress (view project website at [www.fremonturbanforest.com](http://www.fremonturbanforest.com))

Project: Tacoma, WA Urban Forest Management Plan (+ inventory, UTC, and software)

Contact: Mike Carey, Urban Forest Program Manager

Address: 326 East D St Tacoma, WA 98421

Contact Info: mcarey@cityoftacoma.org | (253) 404-6989

Date of Performance: April 2019 – December 2019 (8 months)

Budget: \$274,901 | Status: Completed (view project website at [www.tacomatreeplan.org](http://www.tacomatreeplan.org))

Project: Colorado Springs, CO Urban Forest Management Plan (+ inventory, UTC, and software)

Contact: Dennis Will, City Forester

Address: 1401 Recreation Way Colorado Springs, CO 80905

Contact Info: Dennis.Will@coloradosprings.gov | (719) 385-6550

Date of Performance: August 2019 – October 2020 (14 months)

Budget: \$70,500 | Status: Completed

Project: Kettering, OH Urban Forest Management Plan (+ inventory and software)

Contact: Gary Schussler, Parks Superintendent

Address: 3170 Valleywood Drive, Kettering, OH 45429

Contact Info: gary.schussler@ketteringoh.org | (937) 296-2486

Date of Performance: February 2020 – April 2020 (2 months)

Budget: \$7,500 | Status: Completed

## Timeline

Estimated timeline. Final timeline provided based on the project scope of work.

Advisory Committee	Month 1 (January 2022)
Research	Month 2
Staff Consultations	Month 2
Benchmarking	Month 3-4
Ordinance Revision Draft	Month 5
Presentation (remote)	Month 6
Ordinance Revision Final	Month 7
Presentation	Month 8 (August 2022)