



LAKEWOOD CITY COUNCIL AGENDA

Monday, December 6, 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), to use the "Raise Hand" feature press *9 on your phone, to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in you may need to press *6 to unmute yourself. 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.

Page No.

CALL TO ORDER

SWEARING-IN CEREMONY

ROLL CALL

PLEDGE OF ALLEGIANCE

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

<http://www.cityoflakewood.us>

PROCLAMATIONS AND PRESENTATIONS

1. Lakewood City Council Virtual Tree Lighting and Holiday Message.
- (5) 2. Warriors of Change Program Update. – *Kerri Pedrick, Communities in Schools*
3. Youth Council Report.
4. Clover Park School District Report.

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

- (7) A. Approval of the minutes of the City Council study session of November 8, 2021.
- (12) B. Approval of the minutes of the City Council meeting of November 15, 2021.
- (19) C. Approval of the minutes of the City Council study session November 22, 2021.
- (24) D. Approval of claims vouchers, in the amount of \$2,345,072.07 for the period of October 21, 2021 through November 17, 2021.
- (67) E. Approval of payroll checks, in the amount of \$2,817,859.49, for the period of October 16, 2021 through November 15, 2021.
- (69) F. Motion No. 2021-93

Authorizing the award of a construction contract to Cannon Constructors, LLC, in the amount of \$115,785.22, for the 2021 Streetlight Installation project.

- (73) G. Motion No. 2021-94

Authorizing the execution of an interlocal agreement between the Cities of Tacoma, University Place and Lakewood for the design of Orchard Street - Lakewood Drive from South 56th Street to South 74th Street project.

- (83) H. Motion No. 2021-95

Authorizing the execution of an interlocal agreement with the City of Puyallup for jail services.

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<http://www.cityoflakewood.us>

(99) I. Motion No. 2021-96

Accepting a donation, in the amount of \$17,500, from Virginia Mason Franciscan Health for sponsorship for city events.

(104) J. Motion No. 2021-97

Authorizing the execution of a grant agreement with the Washington State Office of Public Defense, in the amount of \$68,000, for the period of January 1, 2022 through December 31, 2023.

(129) K. Motion No. 2021-98

Authorizing the execution of a real estate purchase and sale agreement for the purchase of real property located 2916 107th Street SW, Lakewood, in the JBLM North Clear Zone.

(182) L. Motion No. 2021-99

Reappointing Adriana Serrienne to serve on the Lakewood Arts Commission through October 16, 2024.

(185) M. Items filed in the Office of the City Clerk:

1. Planning Commission meeting minutes of November 3, 2021.

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

PUBLIC HEARINGS AND APPEALS

(187) This is the date set for a public hearing relating to the approval of projects to be funded with revenue generated by the City of Lakewood's Transportation Benefit District.

(192) This is the date set for a public hearing on the proposed American Rescue Plan Act (ARPA) program expenditures.

UNFINISHED BUSINESS

NEW BUSINESS

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

<http://www.cityoflakewood.us>

REPORTS BY THE CITY MANAGER

- (198) Review of interlocal agreement for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County.
- (207) Review of Tree Preservation Interim Regulations and Moratorium.
- (213) Review creation of Tree Preservation Ad hoc Committee.

CITY COUNCIL COMMENTS**ADJOURNMENT**

Summary: There is no question that the last 22 months have been challenging for students. “Warriors of Change” (WOC) summer program re-engaged students as productive learners and prepared them to be leaders for their senior year and beyond. The Warriors of Change initiative is built from partnership between City of Lakewood, Communities In Schools of Lakewood and Clover Park School District.

During the summer 2021, 30 students from Clover Park High School graduating class of 2022 worked as *empowered leaders, to better understand their community and make it better for all of Lakewood*. Students learned and integrated the 8 Keys of Excellence (leadership and valuable life principles from Quantum Learning) and participated in group, project-based learning to do community research and present their “proposals for change” to the Lakewood community.

Now, the student-leaders are continuing their work in partnership with their school and Communities In Schools of Lakewood to make their proposals a reality and to make our community better for all people. See the Warriors of Change Summer 2021 Highlights Video: <https://youtu.be/1QHVLrYrrYU>

Take-Aways

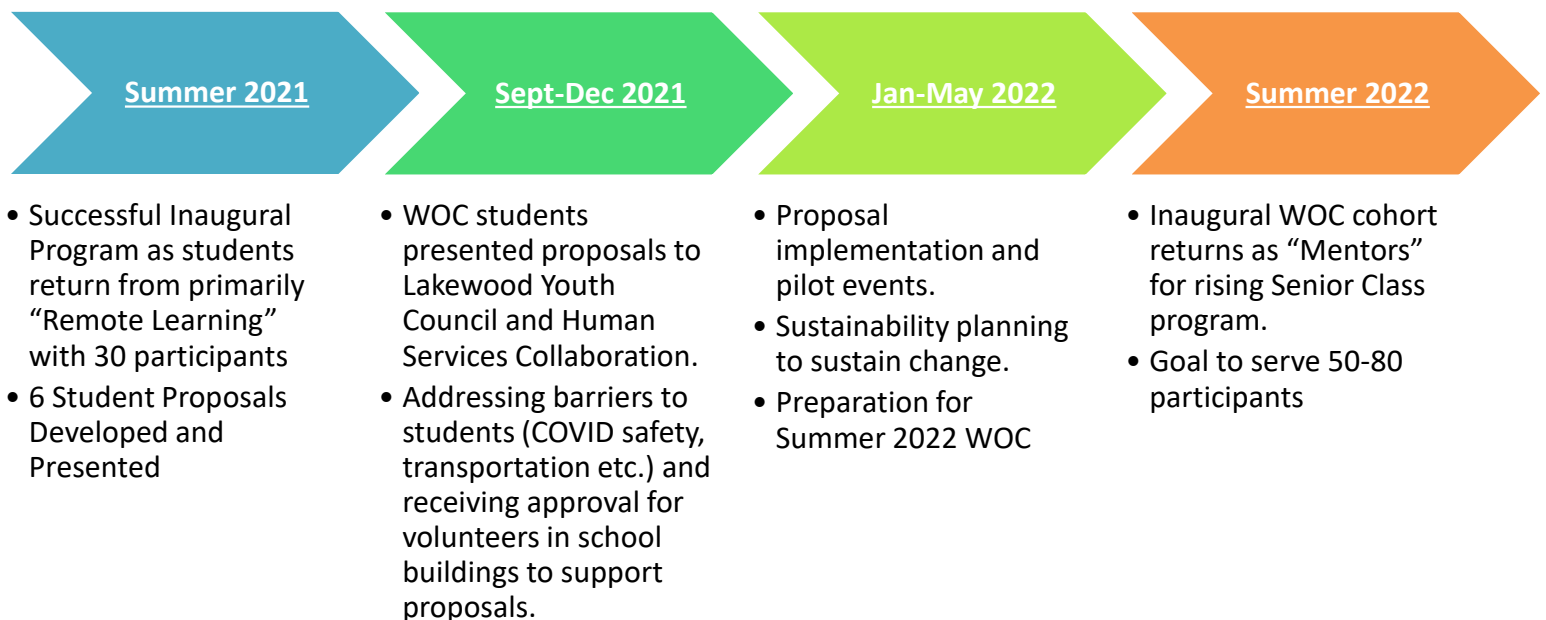
- ALL students are leaders and can serve our community to make it better; youth need opportunities and adults to listen and work alongside them.
- Summer participants learned valuable leadership, life and service skills. They are committed to making change happen and were highly engaged in programming, despite challenges and COVID/pandemic circumstances.
- Addressing youth's barriers to access quality teen programming (especially the barrier of transportation) was a primary issue that participants wanted to make change. This continues to be a barrier for Lakewood's young people and for the Warriors of Change participants.
- Providing stipends participants was critical and limited barriers for high school students to participate in summer programming.
- Supporting the 2021 Cohort's proposals and planning for Summer 2022 cohort need to be priorities to see lasting student engagement and growth.

Warriors of Change Summer 2021 - Report Continued

Three Main Themes from the Student Proposals for Change

1. Addressing teen “voice and choice” and reducing barriers to accessing quality teen programming in Lakewood, students proposed:
 - o Increasing access to transportation, creating a Teen Center and an Advisory Board and increasing Teen Entertainment and Programming.
2. Addressing lack of access to choose healthy food, students proposed:
 - o Creating Community Garden and Food Table.
3. Addressing youth’s relationship with law enforcement, students proposed:
 - o Creating a regular time for teens and law enforcement to build relationships, “So the police don’t fear our communities and we don’t fear their uniforms.”

Timeline and Next Steps



Community Leaders engaged in students’ community research:

Chief Mike Zaro, Lakewood Police Department
Officer Leonardo Bassi, Seattle Police Department
Danait Tafere, Tacoma Pierce County Health Department
Jim Endicott, Lakewood Community Garden & Kiwanis
Mary Dodsworth, Lakewood Parks & Rec Department
Christney Kpodo, Lakewood Boys & Girls Club
Yvette Lyons, Lakewood YMCA
Darwin Peters, Community Advocate
David Thompson, Food is Free Washington/Tacoma



LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, November 8, 2021

City of Lakewood

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

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

Councilmembers Excused: 1 – Councilmember Patti Belle.

Community Services Advisory Board Members Present: 2 – Chair Sarah Yamamoto and Michael Lacadie.

ITEMS FOR DISCUSSION:

Joint Community Services Advisory Board meeting and Review of 2022 Human Service funding recommendations.

Community Services Advisory Board (CSAB) Chair Yamamoto who was joined by Human Services Funding Coordinator Humphreys, summarized the CSAB workplan for 2021 which included preparing human services and American Rescue Plan Act (ARPA) funding recommendations for the City Council. She shared that the CSAB recommends human services funding continue in 2022 for those with existing contracts in 2021. She shared it is also recommended that ARPA funding in support of workforce development and for youth mental health for a Wellness Coordinator. Discussion ensued.

Review of 2022 Lodging Tax funding allocations.

Deputy City Manager Kraus shared that the total estimated funds available for the 2022 lodging tax is \$1,847,243. She shared that the City solicited requests on August 2nd and received 18 proposals. She shared that the Lodging Tax Advisory Committee met on September 23rd to review the requests. The LTAC recommended allocating \$780,500 in funding to 17 applicants as well as the McGavick Conference Center commitment. She shared that one applicant, Rise Against Racism, requested \$28,500, but was not recommended for funding due to missing application requirements and lack of a presentation and the Love Lakewood Festival series requested \$60,000 but was only recommended at \$30,000.

She shared that approval of lodging tax grant allocations is scheduled for the November 15th City Council meeting. Discussion ensued.

Review of 2022 Fee Schedule amendments.

Deputy City Manager Kraus highlighted proposed changes to the 2022 City of Lakewood fee schedule. She shared that approval of the fee schedule is scheduled for the November 15th City Council meeting. Discussion ensued.

Review of 2021 Accounts Receivable Write-Offs.

Deputy City Manager Kraus shared that it is recommended that the City write off debts one for \$13,000 for subrogation for city property damage and \$1250 for purchase of scrap metal from the police department. She shared that this item will come forward for approval at the November 15th City Council meeting.

Lakewood 2044 Growth Targets Update.

Planning Manager Speir shared that VISION 2050 Regional Growth Strategy calls for core cities to accommodate 28% of the regions projected population growth and 35% of its employment growth.

In 2020, Pierce County hired AHBL as a consultant to develop 2044 population, housing and employment targets. She shared that AHBL initially developed two possible population targets for Lakewood which 88,758 and 80,488. She shared that based on historical trends and land limits the City initially requested a total population target of 68,000. She shared that the 2020 US Census estimates Lakewood's population at 63,612, Lakewood has updated its proposed 2044 population target to 76,692. She shared that the Pierce County Regional Council will begin discussions on these growth targets in December or early 2022. Discussion ensued.

ITEMS TENTATIVELY SCHEDULED FOR THE NOVEMBER 15, 2021 REGULAR CITY COUNCIL MEETING:

1. Proclamation declaring November as Native American Heritage month. – *Nisqually Tribal Council*
2. Presentation of the 2022 Stormwater Outreach Calendar. – *Evergreen Elementary School*
3. Business Showcase. – *Craft Theory*
4. Sound Transit Access Improvement Update. – *Ms. Katie Drewel, Government and Community Relations Office and Mr. Zachary Eskenazi*
5. Awarding a bid for the Steilacoom Boulevard SW – Weller Road to Phillips Road project. – (Motion – Consent Agenda)

6. Authorizing the execution of an amendment to the agreement with Olson Bros. Pro-Vac, LLC relating to surface water infrastructure cleaning and inspection services. – (Motion – Consent Agenda)
7. Approving the 2022 Human Services funding recommendations. – (Motion – Consent Agenda)
8. Approving the 2022 Lodging Tax funding recommendations. – (Motion – Consent Agenda)
9. Approving the 2021 Accounts Receivable Write-Offs. – (Motion – Consent Agenda)
10. Accepting a donation from Amazon to support the South Sound Military and Community Partnership and parks programs. – (Motion – Consent Agenda)
11. Adopting the 2021-2022 Biennial Budget Adjustment. – (Ordinance – Regular Agenda)
12. Adopting the American Rescue Plan Act (ARPA) Program Budget. – (Ordinance – Regular Agenda)
13. 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. – (Ordinance – Regular Agenda)
14. Establishing a Special Revenue Fund “ARPA Fund” in the City’s budget. – (Ordinance – Regular Agenda)
15. Establishing an “Economic Development Opportunity Fund” within the General Fund Ending Fund Balance Reserves. – (Ordinance – Regular Agenda)
16. Establishing a Capital Project Fund “Real Estate Excise Tax” in the City’s budget. – (Ordinance – Regular Agenda)
17. Setting the 2022 Fee Schedule. – (Resolution – Regular Agenda)
18. Approving the 2022 Comprehensive Plan amendment docket. – (Resolution – Regular Agenda)
19. Authorizing the execution of an agreement with BERK Consulting for the Tree Preservation Plan. – (New Business – Regular Agenda)
20. Review of interlocal agreement for design of the Lakewood Drive project. – (Reports by the City Manager)
21. Colonial Plaza Public Art Update. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

City Manager Caulfield shared that the Fall Community Clean-up event took place last weekend and 252 vehicles participated which was a decrease from prior year events.

He requested the City Council tentatively hold Wednesday, December 8th as the date for a joint meeting with the City Council and State Legislative Delegation.

He shared that the Army Environmental Command needs to provide a notice to proceed to allow the Air Force to release money to execute the purchase and sale agreement for the city to acquire the Tactical Tailor property. He shared that City Council action on the purchase and sale agreement is tentatively scheduled for December 6th.

He then reported that the Planning Commission reviewed a prioritization process specific to the Climate Change Action Plan and narrowed down 89 action items to 20 priority items. He also shared that the University of Washington has selected the City as a project for a student team to develop a Climate Change Risk and Resilience Study, work is expected to begin in 2022.

He shared that the Pierce County BIPOC Business Accelerator Program shared that 9 of the 72 businesses participating in the first round are from Lakewood. He reported the City is initiating work to conduct a community satisfaction survey in 2022 and it is anticipated that results will be released in April, 2022.

He then announced the following meetings and events:

- November 9, 8:00 to 12:00 P.M., United Way from Poverty to Possibilities
- November 10, 9:00 A.M.; Pierce County Business Resource Webinar
- November 17; 7:30 A.M.; South Sound Militaries and Communities Partnership (SSMCP), Elected Officials Council

CITY COUNCIL COMMENTS

Councilmember Brandstetter shared that he attended an AWC Municipal Courts webinar last week where there was discussion related to the Blake decision and funding allocated by the state. He shared that he is looking forward to Veterans Day events.

Councilmember Bocchi complimented the Public Works Engineering Department for responding to the rain and deploying street sweepers.

Councilmember Farmer shared that she is pleased that the National Research Center survey will be conducted in 2022 and spoke about the importance of the survey.

Deputy Mayor Whalen complimented the Community Clean-Up event and shared that he attended the Pierce Transit Board of Commissioners meeting. He shared

that he is looking forward to Veterans Day events and suggested the City host a social event with the 2-2 Stryker Brigade Combat Team in the coming months.

Mayor Anderson shared that last week he attended the Association of Defense Communities conference in San, Antonio. He also spoke about the Defense Communities Infrastructure Program (DCIP) funding.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:57 p.m.

DON ANDERSON, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



LAKESWOOD CITY COUNCIL MINUTES

Monday, November 15, 2021

City of Lakewood

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

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

PROCLAMATIONS AND PRESENTATIONS

Proclamation declaring November as Native American Heritage month.

MAYOR ANDERSON PRESENTED A PROCLAMATION DECLARING NOVEMBER AS NATIVE AMERICAN HERITAGE MONTH TO NISQUALLY TRIBAL COUNCIL CHAIRMAN WILLIE FRANK III AND TRIBAL COUNCILMEMBER HANFORD MCCLOUD.

Presentation of the 2022 Stormwater Outreach Calendar.

Diana Halar, Compliance Inspector provided an overview of the 2022 stormwater outreach calendar featuring artwork from Evergreen Elementary School. Students were then recognized by the Mayor and City Councilmembers for their participation.

Business Showcase. – Craft Theory

Communications Manager Jim Kopriva shared a video highlighting Craft Theory.

Sound Transit Access Improvements Update.

Zachary Eskenazi, Project Manager, Sound Transit was joined by Andrew Austin, Government & Community Relations Manager. Mr. Eskenazi highlighted the possible access improvements which include pedestrian bicycle infrastructure improvements, bus speed and reliability investments and parking improvements. He shared that the target delivery date for the project is 2030 and is estimated at \$44 Million which includes planning, design, property acquisition and construction.

He highlighted community engagement efforts noting that 900 individuals visited the online open house and only 28 completed the surveys. He shared that of the 8 potential improvements there was strong support for 6 of the projects which are 112th Street SW, 12

Bridgeport Way via 111th Street, station area improvements, route 206 bus connection, 47th Avenue SW bridge and sidewalk connections in the Springbrook neighborhood. He reviewed possible alternate projects for consideration. He shared that next steps is to finalize phase 1 report in December, Sound Transit Board action on the recommended improvements and alternate lists is expected in March, 2022 as well as ongoing coordination with the City and other partners. Discussion ensued.

PUBLIC COMMENTS

The City Council received written comments in advance of the meeting from Addo Aequitas, Bunchy Carter, James Guerrero, Christina Manetti and Celia and Rob Warren.

Speaking before Council were:

Laurel Homestead, Lakewood resident, expressed concerns about the difficulty to navigate and potholes on Mount Tacoma Drive. Homestead requested the Mount Tacoma Drive project be considered for 2022.

Mandy Candler, spoke on behalf of Tricia Parsons, requesting a moratorium on Garry Oaks and old growth tree removal.

Christina Manetti, Lakewood resident, spoke in support of a moratorium on tree cutting and stringent tree preservation policies.

James Dunlop, Lakewood resident, spoke about the oak tree population decreasing significantly in the future due to the cutting of trees on private property.

Kyle Jolibois, Tacoma resident, spoke about the climate emergency and in opposition to the cutting of trees in the city.

Tichomir Dunlop, Lakewood resident, spoke about climate change and in support of a moratorium on the cutting of Garry Oak trees.

Julian Wheeler, Lakewood resident, spoke about accessibility in communities and shared that the next meeting of the Pierce County Disabilities Communities Advisory Committee is in January. Wheeler acknowledged November as Native American Heritage month.

At 8:00, Councilmember Brandstetter experienced technical difficulties and left the meeting.

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

- A. Approval of the minutes of the City Council study session of October 25, 2021.
- B. Approval of the minutes of the City Council meeting of November 1, 2021.
- C. Motion No. 2021-84

Authorizing the award of a construction contract to Axum General Construction, in the amount of \$363,828.33, for the construction of the Steilacoom Boulevard SW from Weller Road to Phillips Road project.

- D. Motion No. 2021-85

Authorizing the execution an amendment to the agreement with Olson Bros. Pro-Vac for vector cleaning services.

- E. Motion No. 2021-86

Accepting a grant from the State of Washington and authorizing the execution an agreement with the Recreation Conservation Office (RCO) for the Fort Steilacoom Park Turf Infield project.

- F. Motion No. 2021-87

Accepting grants from the State of Washington and authorizing the execution of agreements with the Recreation Conservation Office (RCO) and the Department of Commerce for the American Lake Waterfront Access Improvement project.

- G. Motion No. 2021-88

Approving the 2022 Human Service funding allocations.

- H. Motion No. 2021-89

Approving the 2022 Lodging Tax funding allocations.

- I. Motion No. 2021-90

Approving the 2021 Accounts Receivable Write-Off's.

- J. Motion No. 2021-91

Accepting a \$25,000 donation from Amazon to support City of Lakewood special events and the South Sound Military & Communities Partnership (SSMCP).

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

1. Landmarks and Heritage Advisory Board meeting minutes of September 23, 2021.
2. Planning Commission meeting minutes of October 20, 2021.

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

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

ORDINANCE

Ordinance No.760 Amending the 2021-2022 Biennial Budget.

COUNCILMEMBER BOCCHI MOVED TO ADOPT ORDINANCE NO. 760. SECONDED BY DEPUTY MAYOR WHALEN. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Ordinance No. 761 Amending the 2021-2022 Biennial Budget, approving the American Rescue Plan Act (ARPA) Program Budget.

COUNCILMEMBER MOSS MOVED TO ADOPT ORDINANCE NO. 761. SECONDED BY COUNCILMEMBER FARMER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Ordinance No.762 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.

COUNCILMEMBER FARMER MOVED TO ADOPT ORDINANCE NO. 762. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Ordinance No.763 Establishing a Special Revenue Fund, “ARPA Fund” in the City’s budget.

COUNCILMEMBER FARMER MOVED TO ADOPT ORDINANCE NO. 763. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Ordinance No.764 Establishing an “Economic Development Opportunity Fund” within the General Fund Ending Fund Balance Reserves.

COUNCILMEMBER MOSS MOVED TO ADOPT ORDINANCE NO. 764. SECONDED BY DEPUTY MAYOR WHALEN. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

At 8:12 p.m., Councilmember Brandstetter rejoined the meeting.

Ordinance No.765 Establishing a Capital Project Fund “Real Estate Excise Tax” in the City’s budget.

COUNCILMEMBER FARMER MOVED TO ADOPT ORDINANCE NO. 765.
SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND
CARRIED UNANIMOUSLY.

RESOLUTION

Resolution No. 2021-13 Setting the City of Lakewood 2022 Fee Schedule.

COUNCILMEMBER BOCCHI MOVED TO ADOPT RESOLUTION NO. 2021-13.
SECONDED BY COUNCILMEMBER MOSS.

DEPUTY MAYOR WHALEN MOVED TO AMEND THE RESOLUTION NO. 2021-13
TO STRIKE THE FEE INCREASES RELATED TO PETS IN SECTION L.
SECONDED BY COUNCILMEMBER BOCCHI. VOICE WAS TAKEN AND CARRIED
UNANIMOUSLY.

VOICE VOTE WAS TAKEN ON RESOLUTION NO. 2021-13 AS AMENDED AND
CARRIED UNANIMOUSLY.

**Resolution No. 2021-14 Establishing the 2022 Docket of Comprehensive Plan
Land Use / Zoning Map and policy amendments.**

DEPUTY MAYOR WHALEN MOVED TO ADOPT RESOLUTION NO. 2021-14.
SECONDED BY COUNCILMEMBER FARMER. VOICE VOTE WAS TAKEN AND
CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

**Motion No. 2021-92 Authorizing the execution of an agreement with BERK
Consulting, in the amount of \$59,890, to update the City’s tree preservation
code.**

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT MOTION NO. 2021-92.
SECONDED BY DEPUTY MAYOR WHALEN. VOICE VOTE WAS TAKEN AND
CARRIED UNANIMOUSLY.

REPORTS BY THE CITY MANAGER

Review of interlocal agreement for the Lakewood Drive project.

Public Works Engineering Director Bucich shared that the project is a joint effort between the cities of Lakewood, Tacoma and University Place to redesign Lakewood Drive from 74th Street SW to South 56th Street. He shared that the agencies will work together on the project design and apply collectively for grants that may become available. He shared that the interlocal agreement will come forward for City Council approval on December 6th.

Colonial Plaza Public Art Update.

Program Manager Sally Martinez was joined by John Fleming, Artist. Mr. Fleming shared images of the final design of gateway arcs for the Colonial Plaza public art project. Discussion ensued.

City Manager Caulfield reported that the City Council will hold a joint meeting with the State Legislative Delegation on Wednesday, December 8th at 6:00 p.m.

He shared that next week the City Council will review American Rescue Plan Act funding program options, noting that a request for sewer project extension with Pierce County will be included in the options.

He then announced the following upcoming events:

- November 17, 7:30 A.M., SSMCP Elected Officials Council, Eagles Pride Golf Course
- November 17, 12:00 P.M., Tacoma-Pierce County Economic Development Board Annual Meeting
- December 1, 12th Annual Fallen Officer Food Drive, Lakewood Police Station
- December 2, Annual Fallen Officer Blood Drive, Lakewood Police Station
- December 4, 8:30 A.M., AWC Elected Officials Essentials, Virtual

CITY COUNCIL COMMENTS

Councilmember Moss shared that last week she attended the Lake City Neighborhood Association meeting and received her COVID-19 booster shot at the Lakewood Towne Center location. She shared this week she will participate in the Operation Turkey Drop coordinated by the Air Force Association and the SSMCP Elected Officials Council.

Councilmember Bocchi complimented the momentum the city is making in various areas.

Councilmember Belle echoed positive comments related to the progress that the City is making.

Councilmember Farmer shared that she was pleased to see enhancements within the budget to communications, parks and climate change. She asked if the City Council was interested in implementing interim tree regulations to include a public participation process. The City Council would like a scope of work and cost estimate prepared for their review and discussion.

Deputy Mayor Whalen spoke about positive investments in the community and shared that this week he will attend the Pierce Transit Board meeting, Lakewold Gardens Soirée, Pierce County Regional Council meeting and the SSMCP Elected Officials Council.

Mayor Anderson acknowledged Native American Heritage month and spoke about building relationships and partnerships. He shared that he received his COVID-19 booster shot at the Puyallup Tribe Health Center.

Mayor Anderson announced that the City Council will recess into Executive Session for approximately 15 minutes pursuant to RCW 42.30.110(1)(g) to review the performance of a public employee. The City Council is not expected to take action following the Executive Session.

The City Council recessed into Executive Session at 9:35 p.m. and reconvened at 9:53 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:53 p.m.

DON ANDERSON, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, November 22, 2021

City of Lakewood

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

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

Councilmembers Excused: 1 – Councilmember Patti Belle.

ITEMS FOR DISCUSSION:

Review of Transportation Benefit District Limited Tax General Obligation Bond (LTGO).

Deputy City Manager Kraus shared that the proposed Transportation Benefit District (TBD) bond funded capital projects was presented to the City Council on August 8th where they established a priority list of projects for the City to pursue over the next 5-10 years. The City Council agreed on 17 transportation projects and as requested a proposed financing strategy was presented on October 25th. The recommendation was to use the Transportation Benefit District \$20 vehicle license fee to leverage the issuance of bonds in support of transportation projects totaling \$11,600,000. The bonds would be repaid over a period of 20 years with an estimated annual debt service is \$835,000. She shared that the Ordinance will come forward for City Council approval on December 20th. Discussion ensued.

Review of Transportation Benefit District Ordinance.

Deputy City Manager Kraus reported that the Transportation Benefit District (TBD) Ordinance includes seven additional projects, identifies completed projects, TBD eligible projects and extends the TBD sunset date to coincide with the debt issuance. She shared that a public hearing on the Ordinance will be held on December 6th followed by final adoption on December 20th.

Review of a purchase sale agreement to acquire the Tactical Tailor property located at 2916 107th Street SW, Lakewood located in the JBLM North Clear Zone.

Assistant City Manager for Development Services Bugher, who was joined by Kinnon Williams, shared that the City is finalizing the acquisition of the Tactical Tailor property, which is located in the North Clear Zone. This property purchase has been a long-standing policy for the city to address encroachment, promote public safety and address the potential of future Base Realignment and Closure (BRAC) issues. He shared a purchase and sale agreement outlines important dates and financial contributions of each of the parties which includes Lakewood, Pierce County, Washington State Department of Commerce and the Army Environmental Command. The city is currently waiting on the Army to issue its notice to proceed and once received the city will move forward with an anticipated closing date of December 12th. He shared that a motion to execute the purchase and sale agreement will come forward for City Council approval on December 6th. Discussion ensued.

Joint Youth Council meeting.

Youth Councilmembers Angel Calderon and Brandon Elliott joined the meeting. Brandon Elliott shared that in September students chose Youth Council representatives for the Advisory Boards and Commissions. He noted that most of the boards are discussing the various ways the pandemic has impacted youth. He shared that students are planning the logistics for an in person Youth Summit and will volunteer at upcoming City events. Discussion ensued.

Review of American Rescue Plan Act (ARPA) program.

Planning Manager Speir reported that additional American Rescue Plan Act (ARPA) expenditures are proposed for Tacoma Probono, Boys and Girls Cub, YMCA and City of Lakewood requests. These expenditure requests total \$6,445,246. She shared that there is a potential to collaborate with Pierce County for sewer extensions in the Tillicum and Woodbrook neighborhood. She then highlighted each of the programs, services and associated expenditures in detail. She shared that a public hearing on the recommended expenditures is scheduled for December 6th followed by City Council approval on December 20th. Discussion ensued.

ITEMS TENTATIVELY SCHEDULED FOR THE DECEMBER 6, 2021 REGULAR CITY COUNCIL MEETING:

1. Swearing-In Ceremony.
2. Lakewood City Council Virtual Tree Lighting and Holiday Message.
3. Warriors of Change Program. – *Kerri Pedrick, Communities in Schools of Lakewood*
4. Youth Council Report.

5. Clover Park School District Report.
6. Authorizing the execution of an agreement for the 2021 Street Light project. – (Motion – Consent Agenda)
7. Authorizing the execution of an interlocal agreement between the Cities of Tacoma, University Place and Lakewood for the design of Orchard Street - Lakewood Drive from South 56th Street to South 74th Street project.– (Motion – Consent Agenda)
8. Authorizing the execution of an interlocal agreement with the City of Puyallup for jail services. – (Motion – Consent Agenda)
9. Accepting a donation, in the amount of \$17,500, from Virginia Mason Franciscan Health for sponsorship of city events. – (Motion – Consent Agenda)
10. Authorizing the execution of a purchase sale agreement in the amount of \$7.36 million to acquire the Tactical Tailor property located at 2916 107th Street SW, Lakewood, WA located in the JBLM North Clear Zone. – (Motion – Consent Agenda)
11. Reappointing Adriana Serrienne to serve on the Lakewood Arts Commission through October 16, 2024. – (Motion – Consent Agenda)
12. This is the date set for a public hearing relating to the approval of projects to be funded with revenue generated by the City of Lakewood's Transportation Benefit District. – (Public Hearings and Appeals – Regular Agenda)
13. This is the date set for a public hearing on the proposed American Rescue Plan Act (ARPA) program expenditures. – (Public Hearings and Appeals – Regular Agenda)
14. Review of interlocal agreement for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County. – (Reports by the City Manager)
15. Review of Tree Preservation Ad-Hoc Committee. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

City Manager Caulfield reported that the Nisqually Tribal Council is available for a joint virtual meeting with the City Council on Monday, November 29th at 6:00 p.m.

He shared that the Transportation Improvement Board has awarded the City with grant funding totaling \$4.6 Million for three projects the JBLM North Access

Improvement Phase 2, Steilacoom Boulevard from Weller Road to 87th and for sidewalks on 59th Street between Bridgeport Way to 100th Street.

He reported that the Economic Development Board of Tacoma Pierce County held their annual meeting last week where they recognized the City as one of the Excellent 10 Organizations for providing financial technical and personal protective relief for businesses and workers during the pandemic.

He shared that the Department of Social and Health Services has shared that they will have a revised Master Plan for Western State Hospital within the next 45 days.

He then shared that the City conducted their 2020 Audit Exit Conference last week resulting in no audit findings and Amtrak resumed services last week on the Point Defiance Bypass Route.

He shared that the Lakewood Police Department patrol squads will begin releasing general updates daily via Twitter.

He then announced the following meetings and events:

- December 1, 12th Annual Fallen Officer Food Drive , Lakewood Police Station
- December 1 and December 2, 5th Annual Fallen Officer Blood Drive, Lakewood Police Department
- December 4, Association of Washington Cities Elected Official Essentials, Virtual Event

CITY COUNCIL COMMENTS

Councilmember Brandstetter commented on the positive impacts the ARPA funding will make in the community and the agenda topics for the joint City Council and Nisqually Tribal Council meeting.

Councilmember Bocchi requested the City Council have a discussion related to Lakewood's goals as a member of SSHA³P.

Councilmember Farmer shared that next week she is participating the in Fallen Officers Food and Blood Drive. She complimented the City Council for moving the I-5 JBLM at Mounts Road project forward on the Pierce County Regional Council legislative agenda. She commented on parking for the Chambers Creek Trail Bridge Dedication ceremony on December 18th.

Councilmember Moss shared that Operation Turkey Drop successfully delivered 300 turkeys on JBLM.

Deputy Mayor Whalen shared that last week he attended the SSMCP Elected Officials Council and the Pierce County Regional Council meetings. He shared that the Lakewold Gardens Winter Solstice lights event will be open until November 28th.

Mayor Anderson shared that last week he attended the SSMCP Elected Officials Council meeting. He suggested that the City Council consider returning to in person meetings in January and an Ordinance that will allow for the removal of committee members for reasons other than non-attendance.

Mayor Anderson announced that the City Council will recess into Executive Session for approximately 20 minutes pursuant to RCW 42.30.110(1)(g) to review the performance of a public employee. The City Council is not expected to take action following the Executive Session.

The City Council recessed into Executive Session at 9:25 p.m. At 9:45 p.m., Mayor Anderson announced that the Executive Session will be extended an additional 20 minutes. The City Council reconvened at 10:07 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:07 p.m.

DON ANDERSON, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



To: Mayor and City Councilmembers
From: Tho Kraus, Deputy City Manager
Through: John J. Caulfield, City Manager
Date: December 6, 2021
Subject: Claims Voucher Approval

Check Run Period: October 21 – November 17, 2021

Total Amount: \$ 2,345,072.07

Checks Issued:

10/29/21	Checks 95444-95479	\$ 186,808.52
11/15/21	Checks 95480-95557	\$ 165,028.18

EFT Checks Issued:

10/29/21	Checks 18211-18274	\$ 1,108,154.20
11/15/21	Checks 18275-18364	\$ 885,202.93

Voided Checks:

11/17/21	Check 95493	\$ 121.76
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Grand Total \$ 2,345,072.07

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 42
Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
18211	10/29/2021	011591		911 SUPPLY INC,			\$290.00
001.0000.15.521.10.31.008			10/14/2021	INV-2-13784	PD Men Shirt: Lawler	69.84	
001.0000.15.521.22.31.008			10/21/2021	INV-2-13905	PD Pants/Shirts: S. Cartwright	220.16	
18212	10/29/2021	002831		ADVANCED TRAFFIC PRODUCTS INC,			\$7,374.76
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101.0000.11.542.64.35.014			10/12/2021	0000031051	Sales Tax	670.43	
18213	10/29/2021	002293		AHBL INC,			\$17,988.00
001.0000.07.558.60.41.001			9/30/2021	128023	CD 08/26-09/25 Land Use Planni	2,468.75	
302.0004.21.595.12.41.001			9/30/2021	128278	PWCP AG 2021-315 08/26-09/25 C	15,519.25	
18214	10/29/2021	012303		ALL TRAFFIC DATA SERVICES INC,			\$560.00
101.0000.21.544.20.41.001			10/19/2021	24403	PWST AG 2021-102 Traffic Count	560.00	
18215	10/29/2021	011713		ALLSTREAM,			\$1,259.51
503.0000.04.518.80.42.001			10/8/2021	17767987	IT 10/08-11/07 Phone	1,259.51	
18216	10/29/2021	011699		AQUATECHNEX LLC,			\$5,400.00
401.0021.41.531.10.41.001			10/24/2021	13628	PWSW AG 2020-115 American Lake	5,400.00	
18217	10/29/2021	007445		ASSOCIATED PETROLEUM PRODUCTS,			\$15,208.78
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501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	253.31	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	157.23	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	222.74	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	40.95	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	92.81	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	59.78	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	131.02	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	274.88	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	205.27	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	65.79	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	189.44	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	151.22	
180.0000.15.521.21.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	54.32	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	54.59	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	31.12	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	49.68	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	62.24	
501.0000.51.521.10.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	41.22	
180.0000.15.521.21.32.001			10/13/2021	0394368-IN	PDFL 9/25-10/12	33.30	
18218	10/29/2021	011701		BUENAVISTA SERVICES INC,			\$8,389.59
502.0000.17.518.30.41.001			10/20/2021	9133	PKFC AG 2017-153D 10/21 Custod	4,528.33	
502.0000.17.521.50.48.001			10/20/2021	9133	PKFC AG 2017-153D 10/21 Custod	2,311.83	
502.0000.17.542.65.48.001			10/20/2021	9133	PKFC AG 2017-153D 10/21 Custod	1,099.95	
001.0000.11.576.81.41.001			10/20/2021	9133	PKFC AG 2017-153D 10/21 Custod	449.48	
18219	10/29/2021	010262		CENTURYLINK,			\$919.85
503.0000.04.518.80.42.001			10/19/2021	253-588-4697 855B	IT 10/19-11/19 Phone	50.35	
503.0000.04.518.80.42.001			10/16/2021	253-582-0174 486B	IT 10/16-11/16 Phone	264.50	
503.0000.04.518.80.42.001			10/16/2021	253-582-0669 467B	IT 10/16-11/16 Phone	242.79	
503.0000.04.518.80.42.001			10/16/2021	253-582-1023 738B	IT 10/16-11/16 Phone	65.00	
503.0000.04.518.80.42.001			10/16/2021	253-582-7426 582B	IT 10/16-11/16 Phone	123.09	
503.0000.04.518.80.42.001			10/14/2021	253-589-8734 340B	IT 10/14-11/14 Phone	174.12	
18220	10/29/2021	003883		CHUCKALS INC,			\$51.18
001.0000.11.569.50.31.001			10/20/2021	1064968-0	PKSR Office Supplies	51.18	
18221	10/29/2021	000536		CITY TREASURER CITY OF TACOMA,			\$8,350.88
101.0000.11.542.64.47.005			10/21/2021	100665891 10/21/21	PKST 09/22-10/20 7309 Onyx Dr	19.44	
101.0000.11.542.64.47.005			10/21/2021	101198351 10/21/21	PKST 08/21-10/20 9214 78th ST	126.91	
101.0000.11.542.63.47.006			10/19/2021	101208464 10/19/21	PKST 08/17-10/14 8003 Onyx Dr	128.55	
101.0000.11.542.64.47.005			10/20/2021	100228921 10/20/21	PKST 08/20-10/19 7702 Steil Bl	47.35	
101.0000.11.542.63.47.006			10/20/2021	100429839 10/20/21	PKST 08/20-10/19 7198 Steil Bl	47.97	
101.0000.11.542.63.47.006			10/18/2021	100415564 10/18/21	PKST 09/15-10/13 9450 Steil Bl	68.26	
101.0000.11.542.63.47.006			10/18/2021	100415566 10/18/21	PKST 09/15-10/13 9000 Steil Bl	67.44	
101.0000.11.542.63.47.006			10/18/2021	100415597 10/18/21	PKST 09/15-10/13 10000 Steil B	72.92	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.63.47.006			10/18/2021	100471519 10/18/21	PKST 09/15-10/13 8312 87th St	42.29	
101.0000.11.542.64.47.005			10/18/2021	101086773 10/18/21	PKST 09/15-10/13 9550 Steil Bl	25.81	
502.0000.17.518.35.47.005			10/27/2021	100113209 10/27/21	PKFC 09/28-10/26 6000 Main St	7,264.65	
101.0000.11.542.63.47.006			10/27/2021	100218262 10/27/21	PKST 09/28-10/26 10601 Main St	67.15	
101.0000.11.542.63.47.006			10/27/2021	100218270 10/27/21	PKST 09/28-10/26 10602 Main St	10.41	
101.0000.11.542.64.47.005			10/27/2021	100218275 10/27/21	PKST 09/28-10/26 10511 GLD SW	66.18	
101.0000.11.542.64.47.005			10/22/2021	100228754 10/22/21	PKST 08/24-10/21 11199 GLD SW	50.29	
101.0000.11.542.64.47.005			10/22/2021	100228973 10/22/21	PKST 08/24-10/21 10699 GLD SW	51.42	
101.0000.11.542.64.47.005			10/22/2021	100254732 10/22/21	PKST 09/23-10/21 11023 GLD SW	21.49	
101.0000.11.542.64.47.005			10/22/2021	100707975 10/22/21	PKST 09/23-10/21 7403 Lkwd Dr	37.67	
101.0000.11.542.64.47.005			10/25/2021	100228664 10/25/21	PKST 08/25-10/22 7500 Steil Bl	63.81	
101.0000.11.542.64.47.005			10/25/2021	100463704 10/25/21	PKST 08/25-10/22 8211 Phillips	4.09	
101.0000.11.542.64.47.005			10/25/2021	100463705 10/25/21	PKST 08/25-10/22 7912 Phillips	4.09	
101.0000.11.542.64.47.005			10/25/2021	100463706 10/25/21	PKST 08/25-10/22 7902 Steil Bl	4.09	
101.0000.11.542.64.47.005			10/25/2021	100463728 10/25/21	PKST 08/25-10/22 10227 GLD SW	4.09	
101.0000.11.542.64.47.005			10/25/2021	100463794 10/25/21	PKST 08/25-10/22 7621 Steil Bl	4.09	
101.0000.11.542.63.47.006			10/25/2021	101088135 10/25/21	PKST 08/25-10/22 8104 Phillips	46.33	
101.0000.11.542.64.47.005			10/13/2021	100432466 10/13/21	PKST 08/13-10/12 5911 112th St	4.09	
18222	10/29/2021	005786		CLASSY CHASSIS,			\$482.75
501.0000.51.521.10.48.005			10/8/2021	5310	PDFL Oil Change	96.47	
501.0000.51.521.10.48.005			10/8/2021	5310	PDFL Oil Change	96.57	
501.0000.51.521.10.48.005			10/8/2021	5310	PDFL Oil Change	96.57	
501.0000.51.521.10.48.005			10/8/2021	5310	PDFL Oil Change	96.57	
501.0000.51.521.10.48.005			10/8/2021	5310	PDFL Oil Change	96.57	
18223	10/29/2021	000099		CLOVER PARK SCHOOL DISTRICT,			\$1,083.26
501.0000.51.548.79.32.001			10/13/2021	20282	PKFL 09/21 Fuel	1,083.26	
18224	10/29/2021	000496		DAILY JOURNAL OF COMMERCE,			\$563.30
302.0137.21.595.15.44.001			10/19/2021	3372503	PWCP 10/12-10/19 Steil. Blvd S	563.30	
18225	10/29/2021	010648		DIAMOND MARKETING SOLUTIONS,			\$1,549.00
001.0000.99.518.40.42.002			10/29/2021	10/21 Postage	ND 10/21 Replenish Postage	1,460.81	
311.0000.01.535.30.42.002			10/29/2021	10/21 Postage	PWSC 10/21 Postage Est.	88.19	
18226	10/29/2021	004713		ELLCO CONSTRUCTION INC,			\$14,221.56
190.4006.52.559.32.41.001			10/22/2021	139	CDBG AG 2021-180 MHR-170 Cobun	17,998.70	
190.0000.00.223.40.00.000			10/22/2021	139	CDBG AG 2021-180 Retainage	-3,777.14	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
18227	10/29/2021	011987		FEDERAL EASTERN INTERNATIONAL,			\$4,923.69
001.0000.15.521.23.35.010			9/23/2021	52996100	PD NASAP4WADC10J- APC SE AXIII	3,030.16	
001.0000.15.521.23.35.010			9/23/2021	52996100	PD NASPLT341MCEC- 30260 10X12	1,445.92	
001.0000.15.521.23.35.010			9/23/2021	52996100	Sales Tax	303.02	
001.0000.15.521.23.35.010			9/23/2021	52996100	Sales Tax	144.59	
18228	10/29/2021	009689		FLO HAWKS,			\$264.00
401.0000.11.531.10.48.001			10/7/2021	66156386	PKSW 10/07 Maint. Inspection O	264.00	
18229	10/29/2021	012975		FOSTER GARVEY PC,			\$100.00
192.0007.07.594.58.61.007			10/12/2021	2801914	SSMP Thru 09/30 Tactical Tailo	100.00	
18230	10/29/2021	011891		GLS US,			\$296.81
001.0000.99.518.40.42.002			9/30/2021	4548371	ND 09/21 Mail P/U	296.81	
18231	10/29/2021	013163		GREENWOOD PROPERTIES NW LLC,			\$4,000.00
190.6002.52.559.70.41.001			10/25/2021	AG 2021-346	CDBG AG 2021-346 CV Rent Assis	4,000.00	
18232	10/29/2021	012996		GREYSTONE TACTICAL,			\$3,267.99
001.0000.15.521.22.35.010			10/15/2021	202101601	PD - 2 - Pepper Ball VKS Launc	1,798.20	
001.0000.15.521.22.35.010			10/15/2021	202101601	PD - 2 - Pepper Ball EL-2 Elec	214.20	
001.0000.15.521.22.35.010			10/15/2021	202101601	PD - 1 - Pepper Ball VXR Proje	540.00	
001.0000.15.521.22.35.010			10/15/2021	202101601	PD - 1 - Pepper Ball VXR Proje	418.50	
001.0000.15.521.22.35.010			10/15/2021	202101601	Sales Tax	179.82	
001.0000.15.521.22.35.010			10/15/2021	202101601	Sales Tax	21.42	
001.0000.15.521.22.35.010			10/15/2021	202101601	Sales Tax	54.00	
001.0000.15.521.22.35.010			10/15/2021	202101601	Sales Tax	41.85	
18233	10/29/2021	012411		HERRERA-VELASQUEZ, MURIEL			\$2,000.00
001.9999.11.565.10.41.020			10/31/2021	57	PKHS 10/16-10/31 Lakewood's Ch	2,000.00	
18234	10/29/2021	011106		J & J AUTOBODY REPAIR INC.,			\$3,461.50
504.0000.09.518.35.48.001			10/14/2021	29979	RM Claim #2021-0041 PDFL Veh #	1,009.21	
504.0000.09.518.35.48.001			10/11/2021	29908	PDFL Insurance Repairs	2,452.29	
18235	10/29/2021	008466		KBH CONSTRUCTION CO,			\$8,195.00
504.0000.09.518.38.48.001			10/15/2021	1583	RM Claim 2021-0028	8,195.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
18236	10/29/2021	011961		KELLEY CONNECT COMPANY,			\$1,484.81
503.0000.04.518.80.45.002			7/28/2021	IN875437	IT 07/21 Copier	1,484.81	
18237	10/29/2021	008202		KPG INC,			\$1,801.00
001.0000.07.558.60.41.001			10/12/2021	9-10521	CD Thru 09/25 Garry Oak Drip L	1,801.00	
18238	10/29/2021	000299		LAKEVIEW LIGHT & POWER CO.,			\$11,488.21
101.0000.11.542.64.47.005			10/14/2021	67044-004 10/14/21	PKST 09/10-10/10 108th St SW &	73.77	
101.0000.11.542.64.47.005			10/14/2021	67044-010 10/14/21	PKST 09/10-10/10 108th St SW &	69.04	
101.0000.11.542.64.47.005			10/14/2021	67044-017 10/14/21	PKST 09/10-10/10 112th St SW &	68.23	
101.0000.11.542.64.47.005			10/14/2021	67044-030 10/14/21	PKST 09/10-10/10 112th ST SW &	73.77	
101.0000.11.542.63.47.006			10/14/2021	67044-072 10/14/21	PKST 09/10-10/10 11302 Kendric	119.12	
502.0000.17.542.65.47.005			10/14/2021	67044-073 10/14/21	PKFC 09/10-10/10 11420 Kendric	253.58	
101.0000.11.542.63.47.006			10/14/2021	67044-091 10/14/21	PKST 09/10-10/10 4713 111th St	59.40	
502.0000.17.521.50.47.005			10/21/2021	117448-001 10/21/21	PKFC 09/17-10/17 Lkwd Police S	8,928.55	
101.0000.11.542.64.47.005			10/7/2021	67044-002 10/07/21	PKST 09/03-10/03 Pac Hwy & STW	77.26	
101.0000.11.542.64.47.005			10/7/2021	67044-012 10/07/21	PKST 09/03-10/03 Hwy 512 & STW	107.26	
101.0000.11.542.63.47.006			10/7/2021	67044-014 10/07/21	PKST 09/03-10/03 Hwy 512 & STW	91.54	
101.0000.11.542.64.47.005			10/7/2021	67044-016 10/07/21	PKST 09/03-10/03 40th Ave SW	62.34	
101.0000.11.542.64.47.005			10/7/2021	67044-031 10/07/21	PKST 09/03-10/03 84th St S & S	67.70	
101.0000.11.542.64.47.005			10/7/2021	67044-032 10/07/21	PKST 09/03-10/03 100th ST SW &	83.68	
001.0000.11.576.80.47.005			10/7/2021	67044-048 10/07/21	PKFC 09/03-10/03 2716 84th St	30.73	
101.0000.11.542.64.47.005			10/7/2021	67044-050 10/07/21	PKST 09/03-10/03 Lkwd Dr SW/St	81.53	
101.0000.11.542.64.47.005			10/7/2021	67044-053 10/07/21	PKST 09/03-10/03 4648 Steil Bl	58.77	
101.0000.11.543.50.47.005			10/7/2021	67044-074 10/07/21	PKST 09/03-10/03 9424 Front St	251.92	
001.0000.11.576.80.47.005			10/7/2021	67044-075 10/07/21	PKFC 09/03-10/03 8807 25th Ave	88.14	
101.0000.11.542.64.47.005			10/7/2021	67044-078 10/07/21	PKST 09/03-10/03 100th St SW &	104.66	
101.0000.11.542.64.47.005			10/7/2021	67044-079 10/07/21	PKST 09/03-10/03 96th St S & S	234.38	
101.0000.11.542.64.47.005			10/7/2021	67044-080 10/07/21	PKST 09/03-10/03 8802 STW	79.30	
101.0000.11.542.64.47.005			10/7/2021	67044-081 10/07/21	PKST 09/03-10/03 3601 Steil Bl	74.67	
101.0000.11.542.63.47.006			10/7/2021	67044-083 10/07/21	PKST 09/03-10/03 40th & 100th	97.97	
101.0000.11.542.64.47.005			10/7/2021	67044-084 10/07/21	PKST 09/03-10/03 Steil & Lkvw	79.13	
101.0000.11.542.63.47.006			10/7/2021	67044-085 10/07/21	PKST 09/03-10/03 26th & 88th S	45.82	
101.0000.11.542.63.47.006			10/7/2021	67044-087 10/07/21	PKST 09/03-10/03 123rd & BPW S	75.92	
101.0000.11.542.63.47.006			10/7/2021	67044-089 10/07/21	PKST 09/03-10/03 9520 Front ST	50.03	
18239	10/29/2021	012321		LAKEWOOD ARTS FESTIVAL ASSOC,			\$2,110.05
104.0022.01.557.30.41.001			9/27/2021	09/27/21	HM AG 2021-094 Lodging Tax Gra	2,110.05	

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18240	10/29/2021	000288		LAKEWOOD HARDWARE & PAINT INC,			\$1,226.39
101.0000.11.542.70.35.001			10/22/2021	662146	PKST Blower	123.18	
101.0000.11.542.30.31.001			10/22/2021	662146	PKST Lube, Chain Loops	238.45	
001.0000.11.576.80.31.001			10/20/2021	661966	PKFC Maint Supplies	406.23	
001.0000.11.576.80.31.001			10/20/2021	661972	PKFC Maint Supplies	317.09	
502.0000.17.518.30.31.001			10/21/2021	662074	PKFC Graffiti Remover	130.56	
001.0000.11.576.80.31.001			9/28/2021	659881	PKFC Graffiti Remover	10.88	
18241	10/29/2021	000298		LAKEWOOD TOWING,			\$216.04
504.0000.09.518.35.48.001			10/27/2021	232561	RM Claim #2021-0053 09/23 Towi	122.54	
504.0000.09.518.38.48.001			10/27/2021	233372	RM Claim #2021-0064 10/22 Towi	93.50	
18242	10/29/2021	003008		LARSEN SIGN CO,			\$253.00
504.0000.09.518.35.48.001			10/11/2021	20424	PDFL Insurance Repairs	253.00	
18243	10/29/2021	002185		LOWE'S COMPANIES INC,			\$602.30
502.0000.17.518.35.31.001			9/10/2021	908396	PKFC Maint Supplies	48.99	
101.0000.11.542.64.31.001			8/30/2021	923334	PKST Concrete	197.09	
502.0000.17.521.50.31.001			9/1/2021	923904	PKFC Shrink Kit	23.44	
502.0000.17.521.50.31.001			9/1/2021	924001	PKFC Powerstrip	25.67	
502.0000.17.521.50.31.001			9/2/2021	923466	PKFC Maint Supplies	11.48	
101.0000.11.542.64.31.001			9/2/2021	923490	PKST Hex Bits	10.41	
502.0000.17.521.50.31.001			9/2/2021	924163	PKFC Maint Supplies	151.97	
502.0000.17.518.30.31.001			9/3/2021	923665	PKFC LockBack	7.30	
101.0000.11.544.90.31.001			9/8/2021	923214	PKST Hand Sprayer	15.62	
502.0000.17.518.30.31.001			9/20/2021	924823	PKFC Brass Key	9.34	
001.0000.11.576.80.31.001			9/23/2021	943280	PKFC Maint Supplies	39.67	
502.0000.17.518.35.31.001			9/24/2021	923928	PKFC Box Fan	39.67	
101.0000.11.542.70.31.030			9/24/2021	924490	PKST 4ft Steel	21.65	
18244	10/29/2021	011494		MARTIN, BRIAN			\$601.25
001.0000.06.515.30.41.001			10/19/2021	2116	LG 10/12 Video & Audio Redacti	130.00	
503.0000.04.518.80.48.003			10/19/2021	2117	IT Web Development - (PALS) On	471.25	
18245	10/29/2021	000360		MCCLATCHY COMPANY LLC,			\$640.84
190.0006.52.559.31.44.001			9/30/2021	66060 134007	CDBG CAPER	272.10	
001.0000.06.514.30.44.001			9/30/2021	66060 140242	LG Ord. 759	208.59	
001.0000.07.558.60.44.001			9/30/2021	66060 141360	CD NOA LU-21-00154	160.15	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
18246	10/29/2021	008092		NVL LABORATORIES INC,			\$1,375.76
301.0040.11.576.81.41.001			10/15/2021	2021-0750	PK Asbestos & Lead Paint Inspe	1,375.76	
18247	10/29/2021	007033		PARAMETRIX,			\$25,592.00
302.0135.21.595.12.41.001			10/8/2021	30008	PWCP AG tHRU 10/02 2020-019 JB	25,592.00	
18248	10/29/2021	006010		PETEK AND ASSOCIATES,			\$770.00
001.0000.15.521.40.41.001			10/18/2021	983	PD 08/21 Pre Employment Psych	770.00	
18249	10/29/2021	000407		PIERCE COUNTY,			\$16,558.60
101.0000.21.542.50.41.001			10/11/2021	CI-307667	PKST Q2/21 Bridge Engineering	214.52	
001.0000.15.521.10.41.125			10/12/2021	CI-307929	PD 09/21 Jail Svcs	1,917.56	
101.0000.11.542.64.41.001			9/1/2021	CI-306326	PKST 07/21 Traffic Operations.	14,426.52	
18250	10/29/2021	008568		PITTS, SVEA			\$731.80
001.0000.15.521.40.43.004			10/25/2021	11/01-11/05 Per Diem	PD 11/01-11/06 IAPRO Conf Per	345.00	
001.0000.15.521.40.43.001			10/25/2021	11/01-11/06 Airfare	PD IAPRO Conf: Pitts	386.80	
18251	10/29/2021	010630		PRINT NW,			\$1,122.00
106.0000.11.573.20.41.001			10/21/2021	W32718001	PA Artwork Setup: Signal Box	1,122.00	
18252	10/29/2021	000446		PUGET SOUND CLEAN AIR AGENCY,			\$9,593.50
001.0000.15.521.32.41.001			10/20/2021	21-052 Q4/21	PD Q4/21 Clean Air Assessment	9,593.50	
18253	10/29/2021	012953		R. L. ALIA COMPANY,			\$638,387.03
302.0015.21.595.30.63.001			10/28/2021	AG 2021-013 PP # 5	PWCP AG 2021-013 07/01-09/30	189,223.02	
302.0000.00.223.40.00.000			10/28/2021	AG 2021-013 PP # 5	PWCP AG 2021-013 Retainage	-9,461.15	
302.0135.21.595.30.63.001			10/28/2021	AG 2021-143 PP # 3	PWCP AG 2021-143 09/01-09/30 J	447,215.94	
302.0135.21.534.30.63.001			10/28/2021	AG 2021-143 PP # 3	PWCP AG 2021-143 09/01-09/30 J	35,378.11	
302.0000.00.223.40.00.000			10/28/2021	AG 2021-143 PP # 3	PWCP AG 2021-143 Retainage	-23,968.89	
18254	10/29/2021	010522		RICOH USA INC,			\$20.93
503.0000.04.518.80.45.002			10/18/2021	5063060234	IT 09/18-10/17 Add'l Images	20.93	
18255	10/29/2021	004775		SAN DIEGO POLICE EQUIP CO,			\$12,484.39
001.0000.15.521.26.31.020			10/11/2021	649170	PD Federal 5.56MM 55 GR FMJ-BT	8,061.48	
001.0000.15.521.26.31.020			10/11/2021	649170	freight	50.00	
001.0000.15.521.26.31.020			10/11/2021	649170	Sales Tax	811.15	
001.0000.15.521.10.31.020			10/12/2021	649211	PD Speer Gold Dot .223 62GR GD	3,237.96	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.31.020			10/12/2021	649211	Sales Tax	323.80	
18256	10/29/2021	013074		SIERRA SANTA FE CORP,			\$227,095.41
302.0005.21.595.30.63.001			10/15/2021	AG 2021-248 PP # 1	PWCP AG 2021-248 09/01-09/30 C	239,047.80	
302.0000.00.223.40.00.000			10/15/2021	AG 2021-248 PP # 1	PWCP AG 2021-248 Retainage	-11,952.39	
18257	10/29/2021	012387		SITE WORKSHOP,			\$10,569.00
301.0014.11.594.76.41.001			10/9/2021	6918	PK AG 2019-118 Thru 09/21 Ft.	5,079.00	
301.0014.11.594.76.41.001			7/9/2021	6757	PK AG 2019-118 Thru 06/21 Ft.	1,830.00	
301.0014.11.594.76.41.001			8/10/2021	6809	PK AG 2019-118 Thru 07/31 Ft.	3,660.00	
18258	10/29/2021	012410		SOLON, LISA			\$1,600.00
001.9999.11.565.10.41.020			10/31/2021	58	PKHS 10/16-10/31/21 Lakewood's	1,600.00	
18259	10/29/2021	002913		SOUND ENERGY SYSTEMS,			\$3,718.00
502.0000.17.518.35.41.001			10/7/2021	107991	PKFC 10/01/21-03/31/22 HVAC/DD	1,859.00	
502.0000.17.521.50.48.001			10/7/2021	107991	PKFC 10/01/21-03/31/22 HVAC/DD	1,859.00	
18260	10/29/2021	000066		SOUND UNIFORM SOLUTIONS,			\$274.65
001.0000.15.521.22.31.008			10/12/2021	202110SU065	PD Shirt Alterations: Leitgib	16.55	
001.0000.15.521.22.31.008			10/6/2021	202110SU038	PD Uniform Alterations: Cockle	258.10	
18261	10/29/2021	002881		SPRAGUE PEST SOLUTIONS CO,			\$231.75
001.0000.11.576.81.41.001			10/22/2021	4636535	PKFC 10/22 Gen Pest Svcs: 9115	96.39	
502.0000.17.521.50.48.001			10/25/2021	4643719	PKFC 10/25 Pest Control PD	135.36	
18262	10/29/2021	000516		SPRINT,			\$120.47
503.0000.04.518.80.42.001			10/18/2021	482477812-167	IT 09/15-10/14 Phone	120.47	
18263	10/29/2021	009493		STAPLES ADVANTAGE,			\$419.11
001.0000.99.518.40.31.001			10/16/2021	3490179409	ND Copy Paper	162.45	
001.0000.15.521.10.31.001			10/12/2021	3489791874	PD Office Supplies	57.85	
001.0000.15.521.10.31.001			10/6/2021	3489398675	PD File Folders	60.03	
101.0000.21.544.20.31.001			10/9/2021	3489673178	PWST Mouse & Keyboard	54.99	
101.0000.21.544.20.31.001			10/9/2021	3489673180	PWST Batteries	14.06	
101.0000.21.544.20.31.001			10/9/2021	3489673182	PWST Badge Holders	69.73	
18264	10/29/2021	000517		STATE AUDITOR'S OFFICE,			\$565.50
001.0000.04.514.20.41.001			10/12/2021	L144566	FN 09/21 Audit	565.50	

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18265	10/29/2021	002458		SUMMIT LAW GROUP,			\$279.50
001.0000.06.515.30.41.001			10/25/2021	130144	LG 09/21 General Labor	167.50	
001.0000.06.515.30.41.001			10/25/2021	130225	LG Thru 09/30 Joseph Wellman	112.00	
18266	10/29/2021	006497		SYSTEMS FOR PUBLIC SAFETY,			\$13,592.44
501.0000.51.521.10.48.005			10/15/2021	40348	PDFL Diagnostics	1.75	
501.0000.51.521.10.48.005			10/15/2021	40348	PDFL Electrical	71.88	
501.0000.51.521.10.48.005			10/15/2021	40458	PDFL Oil Change	87.94	
501.0000.51.521.10.48.005			10/15/2021	40458	PDFL Safety Inspection	21.29	
501.0000.51.521.10.48.005			10/15/2021	40478	PDFL Safety Inspection	106.42	
501.0000.51.521.10.48.005			10/15/2021	40478	PDFL Electrical	73.79	
501.0000.51.521.10.48.005			10/15/2021	40478	PDFL Tire Repair	50.41	
501.0000.51.521.10.48.005			10/15/2021	40502	PDFL Oil Change	91.29	
501.0000.51.521.10.48.005			10/15/2021	40502	PDFL Safety Inspection	29.70	
501.0000.51.521.10.48.005			10/15/2021	40502	PDFL Brakes	615.57	
501.0000.51.521.10.48.005			10/15/2021	40502	PDFL Battery	310.20	
501.0000.51.521.10.48.005			10/15/2021	40502	PDFL Electrical	121.00	
501.0000.51.521.10.48.005			10/15/2021	40556	PDFL Tires	469.48	
501.0000.51.521.10.48.005			10/15/2021	40563	PDFL Tires	210.19	
504.0000.09.518.35.48.001			10/11/2021	40307	PDFL Insurance Repairs	1,130.13	
180.0000.15.521.21.48.005			10/11/2021	40400	PDFL Oil Change	91.21	
180.0000.15.521.21.48.005			10/11/2021	40400	PDFL Safety Inspection	52.43	
180.0000.15.521.21.48.005			10/11/2021	40400	PDFL Brakes	873.65	
180.0000.15.521.21.48.005			10/11/2021	40400	PDFL Wipers	87.19	
180.0000.15.521.21.48.005			10/11/2021	40400	PDFL Other	223.32	
180.0000.15.521.21.48.005			10/11/2021	40400	PDFL Battery	232.84	
501.0000.51.521.10.48.005			10/11/2021	40426	PDFL Oil Change	91.29	
501.0000.51.521.10.48.005			10/11/2021	40426	PDFL Safety Inspection	1,967.37	
501.0000.51.521.10.48.005			10/11/2021	40426	PDFL Wipers	33.91	
501.0000.51.521.10.48.005			10/11/2021	40426	PDFL Brakes	694.97	
501.0000.51.521.10.48.005			10/11/2021	40426	PDFL Steering	168.17	
501.0000.51.521.10.48.005			10/11/2021	40431	PDFL Oil Change	88.54	
501.0000.51.521.10.48.005			10/11/2021	40431	PDFL Wheel	325.81	
501.0000.51.521.10.48.005			10/11/2021	40431	PDFL Safety Inspection	68.20	
501.0000.51.521.10.48.005			10/11/2021	40431	PDFL Engine Work	173.79	
501.0000.51.521.10.48.005			10/11/2021	40431	PDFL Transmission	389.68	
501.0000.51.521.10.48.005			10/11/2021	40431	PDFL Brakes	475.85	

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501.0000.51.521.10.48.005			10/11/2021	40431	PDFL Steering	165.42	
501.0000.51.521.10.48.005			10/11/2021	40431	PDFL Alignment	96.25	
501.0000.51.521.10.48.005			10/11/2021	40431	PDFL Belts	120.20	
501.0000.51.521.10.48.005			10/11/2021	40431	PDFL Electrical	115.35	
501.0000.51.521.10.48.005			10/11/2021	40435	PDFL Oil Change	91.29	
501.0000.51.521.10.48.005			10/11/2021	40435	PDFL Safety Inspection	24.20	
501.0000.51.521.10.48.005			10/11/2021	40435	PDFL Brakes	619.77	
501.0000.51.521.10.48.005			10/11/2021	40435	PDFL Tire Rotation	55.00	
501.0000.51.521.10.48.005			10/11/2021	40435	PDFL Electrical	55.55	
501.0000.51.521.10.48.005			10/11/2021	40438	PDFL Oil Change	89.20	
501.0000.51.521.10.48.005			10/11/2021	40438	PDFL Safety Inspection	40.47	
501.0000.51.521.10.48.005			10/11/2021	40438	PDFL Wipers	63.67	
501.0000.51.521.10.48.005			10/11/2021	40471	PDFL Tire Repair	49.09	
501.0000.51.521.10.48.005			10/11/2021	40473	PDFL Oil Change	93.43	
501.0000.51.521.10.48.005			10/11/2021	40473	PDFL Safety Inspection	22.84	
501.0000.51.521.10.48.005			10/11/2021	40473	PDFL Other	144.39	
501.0000.51.521.10.48.005			10/11/2021	40474	PDFL Tire	215.11	
501.0000.51.521.10.48.005			10/11/2021	40485	PDFL Diagnostics	147.27	
501.0000.51.521.10.48.005			10/11/2021	40486	PDFL Tires	859.45	
501.0000.51.521.10.48.005			10/11/2021	40488	PDFL Oil Change	86.56	
501.0000.51.521.10.48.005			10/11/2021	40488	PDFL Safety Inspection	22.35	
501.0000.51.521.10.48.005			10/11/2021	40488	PDFL Tire Rotation	52.06	
501.0000.51.521.10.48.005			10/11/2021	40511	PDFL Tires	230.33	
501.0000.51.521.10.48.005			10/11/2021	40515	PDFL Oil Change	82.15	
501.0000.51.521.10.48.005			10/11/2021	40515	PDFL Safety Inspection	279.13	
501.0000.51.521.10.48.005			10/11/2021	40515	PDFL Engine Work	286.59	
501.0000.51.521.10.48.005			10/11/2021	40515	PDFL Wipers	56.06	
18267	10/29/2021	000153		TYLER TECHNOLOGIES INC,			\$110.00
503.0000.04.518.80.49.004			9/30/2021	020-131315	IT 10/15-11/14 Tyler Supervisi	110.00	
18268	10/29/2021	007885		ULINE, INC,			\$42.15
001.0000.11.576.80.31.001			8/20/2021	137683703	PKFC Door Handle W/ Keys	42.15	
18269	10/29/2021	012914		VERIZON COMMUNICATIONS INC,			\$1,130.02
503.0000.04.518.80.42.001			9/8/2021	Z7772664	IT Thru 09/3 Internet	46.73	
503.0000.04.518.80.42.001			10/8/2021	Z7823774	IT Thru 10/31 Internet	1,083.29	
18270	10/29/2021	002509		VERIZON WIRELESS,			\$681.71

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503.0000.04.518.80.42.001			10/16/2021	9890763515	IT 09/17-10/16 Phone	17.63	
503.0000.04.518.80.42.001			10/16/2021	9890763515	IT 09/17-10/16 Phone	170.86	
503.0000.04.518.80.42.001			10/16/2021	9890763515	IT 09/17-10/16 Phone	140.95	
503.0000.04.518.80.42.001			10/16/2021	9890763515	IT 09/17-10/16 Phone	35.24	
503.0000.04.518.80.42.001			10/16/2021	9890763516	IT 09/17-10/16 Phone	317.03	
18271	10/29/2021	000593		WASHINGTON STATE TREASURER,			\$966.50
631.0002.07.586.10.00.040			10/25/2021	09/21 Bldg. Code	CD 09/21 State Bldg. Code	966.50	
18272	10/29/2021	011895		WASHINGTON TRANSLATION BUREAU,			\$1,880.00
001.0000.06.515.30.41.001			10/14/2021	2021-3151	LG Translation To Spanish, Rus	1,880.00	
18273	10/29/2021	008553		ZONES INC,			\$4,467.25
503.0000.04.518.80.31.001			10/12/2021	K18154140101	IT Fugifilm LTO Ultrium G6 Sot	1,430.84	
503.0015.04.518.80.48.002			10/20/2021	K18147740101	IT 2Yr StoneFly Extended Warra	2,874.42	
503.0000.04.518.80.35.003			10/18/2021	K18130630101	IT Veritas On-Premise Licenses	161.99	
18274	10/29/2021	001272		ZUMAR INDUSTRIES INC,			\$3,149.43
302.0135.21.595.30.63.001			10/19/2021	37783	PWCP Signs	3,149.43	
18275	11/15/2021	011591		911 SUPPLY INC,			\$213.38
001.0000.15.521.70.31.008			11/2/2021	INVI-2-14171	PD Trousers: S. Cartwright	213.38	
18276	11/15/2021	002293		AHBL INC,			\$3,875.00
001.0000.07.558.60.41.001			8/31/2021	127346	CD 07/26-08/25 Land Use Planni	3,875.00	
18277	11/15/2021	001685		AMAYA ELECTRIC CORP,			\$24,219.58
302.0004.21.595.30.63.001			10/29/2021	9312-17	PWCP AG 2020-284 Electrical Sv	4,888.33	
302.0000.00.223.40.00.000			10/29/2021	9312-17	PWCP Inv. 9312-17 Retainage ST	-239.16	
302.0004.21.595.30.63.001			10/29/2021	9312-22	PWCP AG 2020-284 BPW & Custer	2,474.95	
302.0000.00.223.40.00.000			10/29/2021	9312-22	PWCP AG 2020-284 Inv. 9312-22	-122.43	
504.0000.09.518.39.48.001			10/31/2021	9312-24	RM Claim #2021-0036 STW & 96th	9,672.64	
504.0000.00.223.40.00.000			10/31/2021	9312-24	RM Retainage Claim #2021-0036	-473.24	
504.0000.09.518.39.48.001			10/31/2021	9312-33	RM CI # 2021-0052 Remove Schoo	1,524.00	
504.0000.00.223.40.00.000			10/31/2021	9312-33	RM CI # 2021-0052 Retainage	-75.95	
504.0000.09.518.39.48.001			10/31/2021	9312-34A	RM CI # 2021-0059 Remove, Rewi	1,773.48	
504.0000.00.223.40.00.000			10/31/2021	9312-34A	RM CI # 2021-0059 Retainage	-88.34	
504.0000.09.518.39.48.001			10/31/2021	9312-37	RM CI # 2021-0044 Troubleshoot	574.28	
504.0000.00.223.40.00.000			10/31/2021	9312-37	RM CI # 2021-0044 Retainage	-28.26	

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504.0000.09.518.39.48.001			10/31/2021	9312-39	RM CL # 2021-0055 7406 Custer	4,567.40	
504.0000.00.223.40.00.000			10/31/2021	9312-39	RM CL # 2021-0055 Retainage	-228.12	
18278	11/15/2021	000046		ASSOC OF WASHINGTON CITIES,			\$40.00
001.0000.01.511.60.49.003			11/4/2021	93209	CC Elected Officials Essential	40.00	
18279	11/15/2021	007445		ASSOCIATED PETROLEUM PRODUCTS,			\$13,398.41
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	181.55	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	43.71	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	76.65	
180.0000.15.521.21.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	19.16	
180.0000.15.521.21.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	45.39	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	85.40	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	18.51	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	78.38	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	34.47	
501.0000.51.548.79.32.002			10/26/2021	0400533-IN	PKFL 10/12-10/28	24.68	
501.0000.51.548.79.32.002			10/26/2021	0400533-IN	PKFL 10/12-10/28	47.54	
501.0000.51.548.79.32.002			10/26/2021	0400533-IN	PKFL 10/12-10/28	41.00	
501.0000.51.548.79.32.002			10/26/2021	0400533-IN	PKFL 10/12-10/28	23.95	
501.0000.51.548.79.32.002			10/26/2021	0400533-IN	PKFL 10/12-10/28	9.44	
501.0000.51.548.79.32.002			10/26/2021	0400533-IN	PKFL 10/12-10/28	22.14	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	45.72	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	72.57	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	198.49	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	116.12	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	91.08	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	70.76	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	241.67	
501.0000.51.548.79.32.001			10/26/2021	0400533-IN	PKFL 10/12-10/28	64.58	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	139.52	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	145.57	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	90.10	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	32.28	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	409.10	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	119.02	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	89.43	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	62.20	

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501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	218.87	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	231.98	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	109.27	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	18.83	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	243.41	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	119.35	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	65.56	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	203.74	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	142.21	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	80.02	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	217.86	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	127.76	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	251.48	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	134.48	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	44.72	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	67.58	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	147.93	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	192.98	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	202.06	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	63.88	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	21.85	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	34.63	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	208.44	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	195.33	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	170.12	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	60.85	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	108.59	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	220.21	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	213.82	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	246.43	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	224.25	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	204.41	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	112.63	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	206.76	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	42.70	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	270.98	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	204.07	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	306.61	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	217.52	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	34.29	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	94.14	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	130.78	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	162.38	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	131.12	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	173.14	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	161.71	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	151.63	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	31.94	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	65.22	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	61.86	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	68.92	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	71.95	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	71.27	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	199.03	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	194.66	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	49.76	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	73.96	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	75.65	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	153.64	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	124.73	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	58.16	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	152.63	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	102.88	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	415.21	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	117.67	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	29.92	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	242.06	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	75.31	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	50.09	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	126.08	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	154.65	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	74.30	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	135.49	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	121.37	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	86.74	
180.0000.15.521.21.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	33.62	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	74.30	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	85.73	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	31.27	
501.0000.51.521.10.32.001			10/13/2021	400174R-DM	PDFL 10/13-10/28	54.80	
18280	11/15/2021	003946		BATTERIES PLUS,			\$68.08
503.0000.04.518.80.31.001			10/28/2021	P45185098	IT Batteries	68.08	
18281	11/15/2021	000065		BOYS AND GIRLS CLUBS OF,			\$4,941.60
001.0000.11.565.10.41.020			11/8/2021	09302021	PKHS AG 2021-066 3Q/21 Lkwd Te	4,941.60	
18282	11/15/2021	011701		BUENAVISTA SERVICES INC,			\$9,971.50
502.0000.17.518.30.41.001			11/1/2021	9168	PKFC 2021 Annual Carpet Cleani	6,380.00	
502.0000.17.521.50.41.001			11/1/2021	9168	PKFC 2021 Annual Carpet Cleani	2,953.50	
502.0000.17.542.65.48.001			11/1/2021	9168	PKFC 2021 Annual Carpet Cleani	638.00	
18283	11/15/2021	002183		CATHOLIC COMMUNITY SVCS,			\$3,723.56
001.0000.11.565.10.41.020			11/8/2021	3Q/21	PKHS AG 2021-065 3Q/21 Family	3,723.56	
18284	11/15/2021	013060		CENTRAL PAVING, LLC,			\$11,265.75
302.0000.00.223.40.00.000			11/10/2021	AG 2021-222 Ret Rel	PWCP AG 2021-222 Retainage Rel	11,265.75	
18285	11/15/2021	010262		CENTURYLINK,			\$283.02
503.0000.04.518.80.42.001			11/1/2021	253-584-2263 463B	IT 11/01-12/01 Phone	83.80	
503.0000.04.518.80.42.001			11/1/2021	253-584-5364 399B	IT 11/01-12/01 Phone	58.00	
503.0000.04.518.80.42.001			11/2/2021	253-581-8220 448B	IT 11/02-12/02 Phone	58.00	
503.0000.04.518.80.42.001			10/23/2021	206-T31-6789 758B	IT 10/23-11/23 Phone	83.22	
18286	11/15/2021	002120		CHICAGO TITLE CO,			\$209.92
190.4006.52.559.32.41.001			11/4/2021	W2021-TR-16	CDBG MHR-091 Owens Recording F	209.92	
18287	11/15/2021	000536		CITY TREASURER CITY OF TACOMA,			\$2,888.22
101.0000.11.542.64.47.005			11/8/2021	100463729 11/08/21	PKST 09/09-11/05 8203 Custer R	4.09	
101.0000.11.542.64.47.005			11/9/2021	100350986 11/09/21	PKST 09/11-11/08 8800 Custer R	132.98	
101.0000.11.542.64.47.005			11/9/2021	100463727 11/09/21	PKST 09/11-11/08 7919 Custer R	4.09	
101.0000.11.542.64.47.005			11/9/2021	100520997 11/09/21	PKST 09/11-11/08 7609 Custer R	65.34	
101.0000.11.542.64.47.005			11/9/2021	100575626 11/09/21	PKST 09/09-11/05 8901 BPW SW	83.31	
101.0000.11.542.64.47.005			11/9/2021	100681481 11/09/21	PKST 09/09-11/05 8601 BPW SW S	103.61	
101.0000.11.542.63.47.006			11/1/2021	100223530 11/01/21	PKST 09/30-10/28 9315 GLD SW	2,291.32	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.63.47.006			11/1/2021	100230265 11/01/21	PKST 08/31-10/27 8200 Tac Mall	50.98	
101.0000.11.542.64.47.005			11/1/2021	100230603 11/01/21	PKST 09/01-10/29 7429 Custer R	51.22	
101.0000.11.542.63.47.006			11/1/2021	100230616 11/01/21	PKST 09/01-10/29 7400 Custer R	61.83	
101.0000.11.542.64.47.005			11/1/2021	100233510 11/01/21	PKST 08/31-10/28 2310 84th St	39.45	
18288	11/15/2021	005786		CLASSY CHASSIS,			\$120.94
501.0000.51.548.79.48.005			10/31/2021	5334	PKFL Wash	24.37	
501.0000.51.521.10.48.005			11/5/2021	5336	PDFL Oil Change	96.57	
18289	11/15/2021	000104		COMMUNITIES IN SCHOOLS,			\$40,420.47
001.0000.11.565.10.41.020			10/15/2021	2041	PKHS AG 2021-017 3Q/21 School-	6,250.00	
196.3003.99.518.63.41.001			10/21/2021	10.21.21	ND AG 2021-243 Warriors Of Cha	34,170.47	
18290	11/15/2021	000107		COMMUNITY HEALTH CARE,			\$3,500.00
001.0000.11.565.10.41.020			11/8/2021	3Q/21	PKHS AG 2021-115 3Q/21 Prompt	3,500.00	
18291	11/15/2021	002994		CORDANT HEALTH SOLUTIONS,			\$422.80
001.0000.02.523.30.41.001			10/31/2021	TC-42210103121	MC 10/21 UA Fees	422.80	
18292	11/15/2021	013162		D.A. HOGAN AND ASSOCIATES INC,			\$2,593.75
301.0031.11.594.76.41.001			10/31/2021	21-7339	PK AG 2021-331 Thru 10/21 Ft.	2,593.75	
18293	11/15/2021	000496		DAILY JOURNAL OF COMMERCE,			\$511.70
302.0002.21.595.13.44.001			10/26/2021	3372691	PWCP 10/19-10/26 St Lt Install	511.70	
18294	11/15/2021	003867		DELL MARKETING LP,			\$2,986.36
503.0015.04.518.80.35.030			11/4/2021	10531315826	IT Dell Latitude 5420 Rugged,	2,986.36	
18295	11/15/2021	003950		EMERGENCY FOOD NETWORK OF,			\$6,250.00
001.0000.11.565.10.41.020			9/30/2021	2012922	PKHS AG 2021-023 3Q/21 Co-Op F	6,250.00	
18296	11/15/2021	007965		GORDON THOMAS HONEYWELL,			\$7,779.17
001.0000.03.513.10.41.001			10/31/2021	Oct 2021 1014	CM AG 2020-275 10/21 Gov'tl Af	4,862.50	
192.0000.00.558.60.41.001			10/31/2021	Oct 2021 1185	SSMCP AG 2021-262 10/21 Gov'tl	2,916.67	
18297	11/15/2021	012423		GUARDIAN ALLIANCE TECH INC.,			\$520.00
001.0000.15.521.40.41.001			10/31/2021	14086	PD Social Meda Screenng	520.00	
18298	11/15/2021	000724		HART HEALTH & SAFETY,			\$746.88

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
504.0000.09.518.11.31.010			11/4/2021	16163-836553	RM First Aid Supplies	746.88	
18299	11/15/2021	011900		HEMISPHERE DESIGN INC,			\$11,500.00
001.9999.13.558.70.41.001			11/2/2021	COL211102	ED AG 2021-110 11/21 Build You	11,500.00	
18300	11/15/2021	012411		HERRERA-VELASQUEZ, MURIEL			\$2,000.00
001.9999.11.565.10.41.020			11/15/2021	58	PKHS 11/01-11/15 Lakewood's Ch	2,000.00	
18301	11/15/2021	012229		HINES, LAUREN			\$213.90
001.0000.07.558.60.43.003			11/15/2021	11/7-11/9/21 Mileage	CD WSAPT Fall 2021 Conference	213.90	
18302	11/15/2021	008765		HOLDEN POLYGRAPH LLC,			\$600.00
001.0000.15.521.40.41.001			10/25/2021	169	PD 10/12,10/23 Polygraphs: Dou	600.00	
18303	11/15/2021	012308		HONEY BUCKET,			\$225.56
001.0000.02.523.30.47.004			10/18/2021	0552391218	MC 10/18-11/14: 8714 87th Ave	110.00	
502.0000.17.518.30.41.001			11/5/2021	0552426856	PKFC 11/05-12/02 CH	204.50	
001.0000.11.576.80.41.001				0552382889	PKFC 10/13-11/01: 9701 Onyx Dr	-88.94	
18304	11/15/2021	004036		HORIZON AUTOMATIC RAIN CO,			\$1,008.37
001.0000.11.542.70.31.001			11/9/2021	3N136157	PKST Herbicide	1,008.37	
18305	11/15/2021	011300		HORWATH LAW PLLC,			\$41,900.00
001.0000.02.512.51.41.004			11/8/2021	11/08/21	MC AG 2020-203 10/21 Public De	38,750.00	
001.9999.02.512.51.41.001			11/8/2021	11/08/21	MC 10/21 Investigator Svcs	3,150.00	
18306	11/15/2021	000234		HUMANE SOCIETY FOR TACOMA & PC,			\$12,544.67
001.0000.15.554.30.41.008			11/1/2021	IVC0002396	PD AG 2020-261 11/21 Animal Sh	12,544.67	
18307	11/15/2021	010885		JOHNSTON GROUP LLC,			\$4,500.00
001.0000.03.513.10.41.001			11/1/2021	1235	CM AG 2020-276 11/21 Fed. Gov.	4,500.00	
18308	11/15/2021	011961		KELLEY CONNECT COMPANY,			\$3,015.67
503.0015.04.518.80.35.030			10/14/2021	IN916699	IT Printer	1,375.00	
503.0000.04.518.80.45.002			9/29/2021	IN907475	IT 09/21 Copier	14.21	
503.0000.04.518.80.45.002			9/29/2021	IN907475	IT 09/21 Copier	239.84	
503.0000.04.518.80.45.002			9/29/2021	IN907475	IT 09/21 Copier	20.91	
503.0000.04.518.80.45.002			9/29/2021	IN907475	IT 09/21 Copier	390.61	
503.0000.04.518.80.45.002			9/29/2021	IN907475	IT 09/21 Copier	7.92	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
503.0000.04.518.80.45.002			9/29/2021	IN907475	IT 09/21 Copier	743.98	
503.0000.04.518.80.45.002			9/29/2021	IN907475	IT 09/21 Copier	136.23	
503.0000.04.518.80.45.002			9/29/2021	IN907475	IT 09/21 Copier	11.08	
503.0000.04.518.80.45.002			9/29/2021	IN907475	IT 09/21 Copier	75.89	
18309	11/15/2021	013170		KOPRIVA, JAMES			\$1,195.25
001.0000.03.557.20.44.001			11/15/2021	11/21 Reimbursement	CM 25th Anniversary Ads	228.79	
001.0000.03.557.20.49.004			11/15/2021	11/21 Reimbursement	CM 05/19-11/19 Licensed Music	294.00	
001.0000.03.557.20.49.004			11/15/2021	11/21 Reimbursement	CM 05/21-10/21 Graphic Design	132.25	
001.0000.03.557.20.35.001			11/15/2021	11/21 Reimbursement	CM Video Editing Equipment	324.50	
001.0000.03.557.20.49.004			11/15/2021	11/21 Reimbursement	CM Annual TNT Subscription	159.99	
001.0000.03.557.20.49.004			11/15/2021	11/21 Reimbursement	CM 05/21-10/21 Seattle Times	55.72	
18310	11/15/2021	008202		KPG INC,			\$10,639.20
301.0020.11.594.76.41.001			10/12/2021	9-10221	PK AG 2021-270 Thru 09/25 Ward	10,639.20	
18311	11/15/2021	000739		KR INC,			\$120.89
101.0000.21.542.64.48.001			11/2/2021	INV-078920	PWST Maint. On Autolevel	120.89	
18312	11/15/2021	000299		LAKEVIEW LIGHT & POWER CO.,			\$2,112.50
101.0000.11.542.64.47.005			10/21/2021	67044-001 10/21/21	PKST 09/17-10/17 100th St SW &	68.95	
101.0000.11.542.64.47.005			10/21/2021	67044-003 10/21/21	PKST 09/17-10/17 Motor Ave & W	86.36	
101.0000.11.542.64.47.005			10/21/2021	67044-005 10/21/21	PKST 09/17-10/17 BP Wy SW & Lk	77.52	
101.0000.11.542.64.47.005			10/21/2021	67044-006 10/21/21	PKST 09/17-10/17 108th St SW &	71.71	
101.0000.11.542.64.47.005			10/21/2021	67044-019 10/21/21	PKST 09/17-10/17 BPW SW & 100t	73.95	
101.0000.11.542.64.47.005			10/21/2021	67044-020 10/21/21	PKST 09/17-10/17 59th Ave SW &	91.36	
101.0000.11.542.64.47.005			10/21/2021	67044-022 10/21/21	PKST 09/17-10/17 GLD SW & BPW	97.16	
101.0000.11.542.64.47.005			10/21/2021	67044-024 10/21/21	PKST 09/17-10/17 GLD SW & Stei	67.89	
001.0000.11.576.80.47.005			10/21/2021	67044-034 10/21/21	PKFC 09/17-10/17 10506 Russell	41.36	
101.0000.11.542.63.47.006			10/21/2021	67044-039 10/21/21	PKST 09/17-10/17 5700 100th St	53.15	
101.0000.11.542.64.47.005			10/21/2021	67044-046 10/21/21	PKST 09/17-10/17 10013 GLD SW	196.17	
101.0000.11.542.64.47.005			10/21/2021	67044-047 10/21/21	PKST 09/17-10/17 59th Ave SW &	75.20	
001.0000.11.576.80.47.005			10/21/2021	67044-063 10/21/21	PKFC 09/17-10/17 6002 Fairlawn	46.18	
101.0000.11.542.64.47.005			10/21/2021	67044-064 10/21/21	PKST 09/17-10/17 93rd & BPW	63.23	
101.0000.11.542.64.47.005			10/21/2021	67044-082 10/21/21	PKST 09/17-10/17 GLD & Mt Tac	168.58	
101.0000.11.542.63.47.006			10/21/2021	67044-086 10/21/21	PKST 09/17-10/17 6119 Motor Av	67.89	
101.0000.11.542.63.47.005			10/21/2021	67044-088 10/21/21	PK 09/17-10/17 11950 47th St S	43.86	
101.0000.11.542.63.47.006			10/21/2021	67044-090 10/21/21	PKST 09/17-10/17 5310 100th St	91.18	
101.0000.11.542.64.47.005			10/28/2021	67044-028 10/28/21	PKST 09/24-10/24 Pac Hwy SW &	73.33	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
401.0000.41.531.10.47.005			10/28/2021	67044-037 10/28/21	PWSW 09/24-10/24 Pac Hwy SW	46.45	
101.0000.11.542.64.47.005			10/28/2021	67044-038 10/28/21	PKST 09/24-10/24 BP Way & Pac	72.52	
001.0000.11.576.80.47.005			10/28/2021	67044-041 10/28/21	PKFC 09/24-10/24 4721 127th St	38.57	
101.0000.11.542.64.47.005			10/28/2021	67044-043 10/28/21	PKST 09/24-10/24 BPW SW & San	140.54	
101.0000.11.542.64.47.005			10/28/2021	67044-054 10/28/21	PKST 09/24-10/24 11417 Pac Hwy	75.03	
101.0000.11.542.64.47.005			10/28/2021	67044-055 10/28/21	PKST 09/24-10/24 11424 Pac Hwy	68.86	
101.0000.11.542.64.47.005			10/28/2021	67044-056 10/28/21	PKST 09/24-10/24 11517 Pac Hwy	74.67	
401.0000.41.531.10.47.005			10/28/2021	67044-057 10/28/21	PWSW 09/24-10/24 5118 Seattle	40.83	
18313	11/15/2021	003132		LAKEWOLD GARDENS,			\$24,688.65
104.0004.01.557.30.41.001			11/11/2021	201752	HM AG 2021-097 Lodging Tax Gra	24,688.65	
18314	11/15/2021	000280		LAKEWOOD CHAMBER OF COMMERCE,			\$21,158.05
104.0005.01.557.30.41.001			10/28/2021	08/21	HM AG 2021-092 08/21 Tourism L	6,483.19	
104.0005.01.557.30.41.001			10/28/2021	09/21	HM AG 2021-092 09/21 Tourism L	6,746.24	
104.0023.01.557.30.41.001			10/28/2021	10/21 Blue Lights	HM AG 2021-093 Night Of Lights	7,928.62	
18315	11/15/2021	008414		LAKEWOOD FORD,			\$3,850.34
501.0000.51.521.10.48.005			10/25/2021	LCCS485026	PDFL Wheels	807.73	
501.0000.51.521.10.48.005			10/25/2021	LCCS485026	PDFL Other	1,090.66	
504.0000.09.518.38.48.001			10/25/2021	LCCS485542	RM Claim #2021-0064B	1,951.95	
18316	11/15/2021	000288		LAKEWOOD HARDWARE & PAINT INC,			\$493.98
001.0000.11.576.80.31.001			11/3/2021	663113	PKFC Utility Heater, Tarp, Tra	359.24	
001.0000.11.576.80.48.001			11/3/2021	663193	PKFC Maint Supplies/Repair	134.74	
18317	11/15/2021	012379		LAKEWOOD MULTICULTURAL,			\$369.50
001.0000.11.565.10.41.020			10/24/2021	10/24/21	PKHS 2021 Lkwd Multicultural E	369.50	
18318	11/15/2021	005490		LAKEWOOD PLAYHOUSE,			\$4,740.02
104.0013.01.557.30.41.001			11/11/2021	11/11/21	HM AG 2021-090 05/21-08/21 Lod	4,740.02	
18319	11/15/2021	003008		LARSEN SIGN CO,			\$1,265.00
001.0000.11.571.20.41.082			11/10/2021	29572	PKRC REEL Life Film Festival	979.00	
001.0000.11.571.20.41.082			10/27/2021	29508	PKRC 3x8 Digitally Printed Ban	286.00	
18320	11/15/2021	002296		LEXIS NEXIS,			\$684.20
503.0000.04.518.80.49.004			10/31/2021	3093521238	IT 10/21 LexisNexis	684.20	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
18321	11/15/2021	009711		LEXIS NEXIS RISK DATA MGMT INC,			\$18.15
001.0000.15.521.10.41.001			10/31/2021	1226184-20211031	PD 10/21 Person Searches	18.15	
18322	11/15/2021	002185		LOWE'S COMPANIES INC,			\$834.16
001.0000.11.576.80.31.001			10/15/2021	924494	PKFC Maint Supplies	93.92	
502.0000.17.518.35.31.001			10/18/2021	943207	PKFC Maint Supplies	31.30	
101.0000.11.542.70.31.030			10/13/2021	923372	PKST Maint Supplies	41.71	
502.0000.17.518.35.31.001			10/13/2021	923425	PKFC Maint Supplies	146.25	
101.0000.11.542.64.31.001			10/1/2021	923051	PKST Concrete	197.09	
101.0000.11.542.70.31.030			10/6/2021	923223	PKST Maint Supplies	33.67	
502.0000.17.518.35.31.001			10/7/2021	923656	PKFC Maint Supplies	44.56	
502.0000.17.518.35.31.001			9/27/2021	943090	PKFC Maint Supplies	75.19	
001.0000.11.576.80.31.001			9/28/2021	923793	PKFC Maint Supplies	45.20	
101.0000.11.544.90.31.001			9/28/2021	923850	PKST Maint Supplies	125.27	
18323	11/15/2021	011494		MARTIN, BRIAN			\$195.00
503.0005.04.518.80.41.001			10/28/2021	2118	IT 10/27-10/28 Web Development	195.00	
18324	11/15/2021	009130		MATVIYCHUK, IRENE			\$136.16
001.0000.02.512.51.49.009			10/5/2021	10/05/21	MC 10/05/21 Interpreter	136.16	
18325	11/15/2021	002287		NEOGOV,			\$10,563.54
503.0000.04.518.80.49.004			7/25/2021	INV-21387	IT 08/25/21-08/24/22 Insight &	10,563.54	
18326	11/15/2021	000173		NOURISH PIERCE COUNTY,			\$6,250.00
001.0000.11.565.10.41.020			10/11/2021	18-1536	PKHS AG 2021-117 3Q/21 Nutriti	6,250.00	
18327	11/15/2021	009317		OPTIC FUSION INC,			\$1,524.28
503.0000.04.518.80.42.001			11/1/2021	95-19263	IT 10/21 Internet Connectivity	1,524.28	
18328	11/15/2021	012500		O'REILLY AUTO PARTS,			\$23.62
502.0000.17.518.30.31.001			9/15/2021	2863-305260	PKFC Rust Penetrant, Battery L	23.62	
18329	11/15/2021	009775		PETERSEN BROTHERS INC,			\$6,250.55
504.0000.09.518.38.48.001			10/2/2021	2100502	RM Claim #2021-0049	6,250.55	
18330	11/15/2021	011972		PHOEBE MULLIGAN LICSW,			\$300.00
001.0000.15.521.10.41.001			10/29/2021	110	PD 10/26 Mental Hlth/Peer Supp	300.00	

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18331	11/15/2021	000407		PIERCE COUNTY,			\$70,275.60
302.0004.21.595.30.41.001			11/2/2021	CI-308608	PWCP/PKST 09/21 Traffic Ops. M	9,365.49	
101.0000.11.542.64.41.001			11/2/2021	CI-308608	PWCP/PKST 09/21 Traffic Ops. M	15,450.34	
001.0000.06.514.40.41.001			11/8/2021	CI-308771	LG Primary Election Cost Reimb	40,049.00	
631.0003.02.586.10.00.010			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	572.74	
001.0000.11.565.10.44.004			11/5/2021	CI-308730	PKHS Q3/21 2% Excise Tax & Pro	4,760.03	
311.0000.01.535.30.41.001			11/4/2021	CI-308641	PWSC 10/21 Recording Fees	78.00	
18332	11/15/2021	000428		PIERCE COUNTY SEWER,			\$621.24
001.0000.11.576.80.47.004			11/1/2021	936570 11/01/21	PKFC 10/21 6002 Fairlawn DR SW	23.28	
502.0000.17.518.35.47.004			11/1/2021	870307 11/01/21	PKFC 10/21 6000 Main St SW	139.81	
001.0000.11.576.80.47.004			11/1/2021	1032275 11/01/21	PKFC 10/21 8421 Pine St S	18.21	
502.0000.17.521.50.47.004			11/1/2021	1360914 11/01/21	PKFC 10/21 9401 Lkwd Dr SW	99.28	
001.0000.11.576.81.47.004			11/1/2021	1431285 11/01/21	PKFC 10/21 9107 Angle Ln SW Co	94.22	
101.0000.11.543.50.47.004			11/1/2021	1552201 11/01/21	PKST 10/21 9420 Front St S	52.00	
001.0000.11.576.80.47.004			11/1/2021	162489 11/01/21	PKFC 10/21 9222 Veterans Dr SW	63.82	
001.0000.11.576.81.47.004			11/1/2021	2020548 11/01/21	PKFC 10/21 8200 87th Ave SW Sh	38.47	
001.0000.11.576.81.47.001			11/1/2021	2067277 11/01/21	PKFC 10/21 9251 Angle LN SW	18.21	
001.0000.11.576.80.47.004			11/1/2021	2079712 11/01/21	PK 10/21 8928 North Thorne Ln	73.94	
18333	11/15/2021	010064		PINTO, MICHELLE			\$645.44
001.0000.02.512.51.49.009			11/2/2021	11/02/2021	MC 10/04-10/28 Interpreter	645.44	
18334	11/15/2021	008568		PITTS, SVEA			\$356.33
001.0000.15.521.40.43.006			11/12/2021	11/01-11/06 Reimb	PD 11/01-11/06 IAPRO Conf: Pit	356.33	
18335	11/15/2021	009928		PROFAST SUPPLY LLC,			\$665.41
001.0000.11.576.80.31.010			11/9/2021	36205	PKFC Gloves, Safety Glasses	569.71	
001.0000.11.576.80.31.001			11/9/2021	36206	PKFC Spraypaint	95.70	
18336	11/15/2021	007183		PRO-VAC,			\$112,984.84
401.0000.11.531.10.48.001			11/8/2021	76627601	PKSW 09/21 Contract Cleaning &	112,984.84	
18337	11/15/2021	012953		R. L. ALIA COMPANY,			\$87,923.52
302.0000.00.223.40.00.000			11/10/2021	AG 2021-013 Ret Rel	PWCP AG 2021-013 Retainage Rel	48,150.27	
302.0000.00.223.40.00.000			11/10/2021	AG 2021-014 Ret Rel	PWCP AG 2021-014 Retainage Rel	39,773.25	
18338	11/15/2021	012426		RANGER TREE EXPERTS INC,			\$13,860.00
101.0000.11.542.70.41.001			11/8/2021	2517	PKST Tree Removal 10232 Earley	7,600.00	

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101.0000.11.542.70.41.001			11/8/2021	2517	Sales Tax	760.00	
401.0000.11.531.10.41.001			11/1/2021	2507	PKSW Remove 5 Dead Alders, 1 D	3,520.00	
101.0000.11.542.70.41.001			11/1/2021	2508	PKST Remove Dead Cedar 9839 Me	1,980.00	
18339	11/15/2021	010325		REBUILDING TOGETHER SOUTH,			\$3,500.00
001.0000.11.565.10.41.020			11/8/2021	3Q/21	PKHS AG 2021-103 3Q/21 Rebuil	3,500.00	
18340	11/15/2021	007505		REDFLEX TRAFFIC SYSTEMS INC,			\$32,240.00
001.0000.15.521.71.41.080			11/1/2021	INVI-3964	PD 10/21 Photo Enforcement	32,240.00	
18341	11/15/2021	010740		RFI ENTERPRISES INC,			\$111.08
101.0000.11.544.90.41.001			10/5/2021	620787	PKST 11/01/21-01/31/22 Intrusi	111.08	
18342	11/15/2021	010522		RICOH USA INC,			\$30.21
503.0000.04.518.80.45.002			10/21/2021	5063077347	IT 09/21-10/20 Add't Images	30.21	
18343	11/15/2021	012410		SOLON, LISA			\$1,600.00
001.9999.11.565.10.41.020			11/15/2021	59	PKHS 11/01-11/15 Lakewood's Ch	1,600.00	
18344	11/15/2021	002912		SOUND ELECTRONICS,			\$613.80
502.0000.17.521.50.48.001			11/2/2021	512227	PKFC 12/01/21-02/28/22 PD Fire	102.30	
502.0000.17.518.35.41.001			11/2/2021	512228	PKFC 12/01/21-02/28/22 CH Fire	102.30	
502.0000.17.542.65.48.001			11/2/2021	512242	PKFC 12/01/21-11/30/22 Transit	409.20	
18345	11/15/2021	000066		SOUND UNIFORM SOLUTIONS,			\$971.07
001.0000.15.521.22.31.008			10/27/2021	202110SU211	PD Alterations: Sleeves, Belt	74.45	
001.0000.15.521.22.31.008			10/28/2021	202110SU218	PD Jumpsuit For Jason	523.93	
001.0000.15.521.10.31.008			10/25/2021	202110SU193	PD Repl Stars On Coat: C. Lawl	44.00	
001.0000.15.521.22.31.008			10/26/2021	202110SU198	PD Alterations: Repl Name Tag:	328.69	
18346	11/15/2021	010656		SOUTH SOUND 911,			\$156,477.49
001.0000.15.521.10.41.126			11/1/2021	00440	PD 11/21 Communication Svcs	115,910.00	
001.0000.15.521.10.41.126			11/1/2021	00440	PD 11/21 RMS Svcs	24,895.83	
001.0000.15.521.10.41.126			11/1/2021	00440	PD 11/21 Records/Permitting Sv	8,508.33	
001.0000.15.521.10.41.126			11/1/2021	00440	PD 11/21 Warrant Services	7,163.33	
18347	11/15/2021	009493		STAPLES ADVANTAGE,			\$1,210.28
001.0000.02.512.50.31.001			10/29/2021	3491063656	MC Office Supplies	867.02	
001.0000.02.512.50.31.001			10/29/2021	3491063657	MC Office Supplies	46.05	

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001.0000.02.512.50.31.001			10/29/2021	3491063658	MC Office Supplies	23.12	
001.0000.02.512.50.31.001			10/29/2021	3491063659	MC Office Supplies	51.25	
001.0000.02.512.50.31.001			10/29/2021	3491063660	MC Office Supplies	23.10	
001.0000.15.521.10.31.001			10/20/2021	3490374477	PD Duracell Batteries	14.28	
001.0000.02.512.50.31.001			10/12/2021	3489791875	MC Office Supplies	185.46	
18348	11/15/2021	011544		STOWE DEV AND STRATEGIES,			\$260.00
001.9999.13.558.70.41.001			11/3/2021	58	ED AG 2016-181 10/21 Consultin	260.00	
18349	11/15/2021	006497		SYSTEMS FOR PUBLIC SAFETY,			\$4,339.50
501.0000.51.521.10.48.005			11/5/2021	40580	PDFL Oil Change	87.80	
501.0000.51.521.10.48.005			11/5/2021	40580	PDFL Safety Inspection	4.58	
501.0000.51.521.10.48.005			11/5/2021	40580	PDFL Tires	844.15	
501.0000.51.521.10.48.005			11/5/2021	40580	PDFL Brakes	549.40	
501.0000.51.521.10.48.005			11/5/2021	40580	PDFL Wipers	39.17	
501.0000.51.521.10.48.005			11/5/2021	40580	PDFL Other	88.73	
501.0000.51.521.10.48.005			11/5/2021	40582	PDFL Oil Change	91.41	
501.0000.51.521.10.48.005			11/5/2021	40582	PDFL Safety Inspection	22.51	
501.0000.51.521.10.48.005			11/5/2021	40587	PDFL Oil Change	89.81	
501.0000.51.521.10.48.005			11/5/2021	40587	PDFL Safety Inspection	22.47	
501.0000.51.521.10.48.005			11/5/2021	40719	PDFL Parts	201.80	
501.0000.51.521.10.48.005			11/1/2021	40500	PDFL Other	797.26	
501.0000.51.521.10.48.005			11/1/2021	40590	PDFL Brakes	628.13	
501.0000.51.521.10.48.005			11/1/2021	40590	PDFL Tires	816.37	
501.0000.51.521.10.48.005			11/1/2021	40590	PDFL Steering	55.91	
18350	11/15/2021	011013		TANNE, CARL			\$428.08
001.0000.02.512.51.49.009			11/2/2021	11/02/2021	MC 10/07, 10/12, 10/21 Interpr	428.08	
18351	11/15/2021	011317		TETRA TECH INC,			\$269.25
401.9999.41.531.10.41.001			7/14/2021	51760629	PWSW AG 2018-164 05/29-06/25 W	269.25	
18352	11/15/2021	013167		TOBIN, MARIA			\$44.86
192.0000.00.558.60.43.003			11/15/2021	11/1-11/3/21 Mileage	SSMP Installation Innovation F	44.86	
18353	11/15/2021	012587		TOWNZEN & ASSOCIATES INC,			\$6,130.00
001.0000.07.558.50.41.001			11/2/2021	21-156	CD 10/21 On-Site Manpower Svcs	6,130.00	
18354	11/15/2021	008186		TRCVB,			\$9,324.81

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104.0016.01.557.30.41.001			10/31/2021	LW-2021-10	HM AG 2021-087 10/21 Lodging T	9,324.81	
18355	11/15/2021	009372		VENTEK INTERNATIONAL,			\$90.00
503.0000.04.518.80.42.001			11/1/2021	129500	IT 11/21 CCU Server Hosting, D	90.00	
18356	11/15/2021	012914		VERIZON COMMUNICATIONS INC,			\$1,874.58
503.0000.04.518.80.42.001			11/1/2021	610000023936	IT 10/21 GPS	248.49	
503.0000.04.518.80.42.001			11/8/2021	Z7877899	IT Thru 11/30 Internet	1,626.09	
18357	11/15/2021	002509		VERIZON WIRELESS,			\$801.42
180.0000.15.521.21.42.001			10/26/2021	9891552815	IT/PD 09/27-10/26 Phone	378.90	
503.0000.04.518.80.42.001			10/26/2021	9891552815	IT/PD 09/27-10/26 Phone	422.52	
18358	11/15/2021	000593		WASHINGTON STATE TREASURER,			\$37,634.01
631.0002.02.586.10.00.020			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	16,976.90	
631.0002.02.586.10.00.001			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	10,051.37	
631.0002.02.586.10.00.090			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	117.24	
631.0002.02.586.10.00.210			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	25.03	
631.0002.02.586.10.00.060			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	896.88	
631.0002.02.586.10.00.130			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	134.82	
631.0002.02.586.10.00.140			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	115.90	
631.0002.02.586.10.00.150			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	1,794.80	
631.0002.02.586.10.00.160			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	679.11	
631.0002.02.586.10.00.180			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	124.98	
631.0002.02.586.10.00.190			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	125.00	
631.0002.02.586.10.00.030			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	5,253.95	
631.0002.02.586.10.00.050			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	1,338.03	
18359	11/15/2021	012987		WEX BANK,			\$2,008.83
501.0000.51.548.79.32.001			10/31/2021	75405200	PKFL 10/21	247.37	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	38.14	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	127.38	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	58.32	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	17.49	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	15.97	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	52.93	
180.0000.15.521.21.32.001			10/31/2021	75405200	PKFL 10/21	437.57	
190.0006.52.559.31.11.001			10/31/2021	75405200	PKFL 10/21	77.64	
181.0000.15.521.30.32.001			10/31/2021	75405200	PKFL 10/21	86.90	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
181.0000.15.521.30.32.001			10/31/2021	75405200	PKFL 10/21	49.14	
501.0000.51.548.79.32.001			10/31/2021	75405200	PKFL 10/21	179.91	
501.0000.51.548.79.32.001			10/31/2021	75405200	PKFL 10/21	190.74	
501.0000.51.548.79.32.001			10/31/2021	75405200	PKFL 10/21	84.64	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	52.37	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	164.24	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	42.28	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	40.16	
501.0000.51.521.10.32.001			10/31/2021	75405200	PKFL 10/21	45.64	
18360	11/15/2021	012671		WILLIAMS KASTNER & GIBBS PLLC,			\$732.00
105.0001.07.559.20.41.001			11/8/2021	628793	AB Thru 10/26 Terry Emmert	732.00	
18361	11/15/2021	011031		XIOLOGIX LLC,			\$1,940.40
503.0000.04.518.80.48.002			11/1/2021	8874	IT Hardware Maint for Ruckus A	504.00	
503.0000.04.518.80.48.002			11/1/2021	8874	IT Hardware Maint for Ruckus A	840.00	
503.0000.04.518.80.48.002			11/1/2021	8874	IT Hardware Maint for Ruckus A	420.00	
503.0000.04.518.80.48.002			11/1/2021	8874	Sales Tax	176.40	
18362	11/15/2021	011032		YMCA OF PIERCE AND KITSAP CO.,			\$3,932.02
001.0000.11.565.10.41.020			11/8/2021	3Q/21	PKHS AG 2021-116 3Q/21 Lkwd Yo	3,932.02	
18363	11/15/2021	012810		ZOOM VIDEO COMMUNICATIONS INC,			\$12,976.49
503.0000.04.518.80.48.003			10/7/2021	INV111482604	IT 10/07/21-10/06/22 Std Biz,	12,976.49	
18364	11/15/2021	001272		ZUMAR INDUSTRIES INC,			\$2,459.07
101.0000.11.542.64.31.001			11/5/2021	37950	PKST Signs	261.82	
101.0000.11.542.64.31.001			10/29/2021	37888	30" HD Anchor For 2" Sq Tube 7	2,197.25	
95444	10/29/2021	013043		AC MOATE INDUSTRIES INC,			\$21,443.31
301.0025.11.594.76.63.001			10/7/2021	82455	PK AG 2021-241 Ft. Steilacoom	19,493.92	
301.0025.11.594.76.63.001			10/7/2021	82455	Sales Tax	1,949.39	
95445	10/29/2021	013079		ALAN WEBB AUTO GROUP,			\$53,122.69
501.9999.51.594.21.64.005			9/29/2021	129088	PD - 2021 Nissan Altima 2.5 SV	26,866.00	
501.9999.51.594.21.64.005			9/29/2021	129088	Sales Tax	2,364.21	
501.9999.51.594.21.64.005			9/29/2021	129089	PD - 2020 Nissan Altima 2.5 SV	21,960.00	
501.9999.51.594.21.64.005			9/29/2021	129089	Sales Tax	1,932.48	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
95446	10/29/2021	001526		APWA,			\$102.48
101.0000.21.544.20.49.001			10/19/2021	763065	PWST APWA Membership Dues: CT	102.48	
95447	10/29/2021	006493		CH2O INC,			\$220.00
502.0000.17.518.35.41.001			10/20/2021	313835	PKFC 10/21 BW Labor	220.00	
95448	10/29/2021	009606		CI TECHNOLOGIES INC,			\$1,948.38
503.0000.04.518.80.48.003			10/20/2021	3959	IT 11/01/21-10/31/22 IAPro & B	1,948.38	
95449	10/29/2021	000536		CITY TREASURER CITY OF TACOMA,			\$96.25
101.0000.11.542.64.47.005			10/19/2021	101085191 10/19/21	PKST 08/18-10/15 6802 Steil Bl	96.25	
95450	10/29/2021	003948		COMCAST CORPORATION,			\$338.28
503.0000.04.518.80.42.001			10/15/2021	8498 35 011 2205662	IT 10/25-11/24 9420 Front St S	338.28	
95451	10/29/2021	008105		DEPARTMENT OF TRANSPORTATION,			\$1,244.77
101.0000.11.544.90.41.001			10/19/2021	RE-313-ATB11019012	PKST/PKSW 09/21 Traffic Mgmt C	622.39	
401.0000.11.531.10.41.001			10/19/2021	RE-313-ATB11019012	PKST/PKSW 09/21 Traffic Mgmt C	622.38	
95452	10/29/2021	000140		DEPT OF REVENUE-LEASEHOLD,			\$616.32
001.0000.00.237.10.00.000			10/25/2021	Q3/21	FN Q3/21 Leasehold Tax	616.32	
95453	10/29/2021	000150		ECONOMIC DEVELOPMENT BOARD,			\$20,000.00
001.0000.13.558.70.41.078			10/13/2021	ONWARD5221	ED YR 1: ONWARD!	20,000.00	
95454	10/29/2021	004710		EQUIFAX CREDIT NORTHWEST CORP,			\$225.30
001.0000.15.521.10.41.001			9/18/2021	6510209	PD 09/21	109.62	
001.0000.15.521.10.41.001			10/18/2021	6549573	PD 10/21	115.68	
95455	10/29/2021	012229		HINES, LAUREN			\$110.00
001.0000.07.558.60.43.004			10/29/2021	11/7-11/9/21Per Diem	CD WSAPT Fall Conf. Per Diem:	110.00	
95456	10/29/2021	011936		IEH LABORATORIES & CONSULTING,			\$106.00
401.9999.41.531.10.41.001			9/9/2021	157385	PWSW Sampling	106.00	
95457	10/29/2021	000300		LAKEWOOD WATER DISTRICT,			\$12,315.73
101.0000.11.542.70.47.001			10/6/2021	26340.03 10/06/21	PKST 08/22-10/06 Steil Blvd Is	74.97	
101.0000.11.542.70.47.001			10/6/2021	26351.03 10/06/21	PKST 08/22-10/05 5115 100th St	62.48	
101.0000.11.542.70.47.001			10/6/2021	26425.06 10/06/21	PKST 08/14-10/06 7912 150th St	50.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.70.47.001			10/6/2021	26572.03 10/06/21	PKST 08/30-10/06 10000 GL & Ny	53.12	
101.0000.11.542.70.47.001			10/6/2021	26684.02 10/06/21	PKST 08//01-10/04 11002 Pac Hw	425.12	
101.0000.11.542.70.47.001			10/6/2021	26686.02 10/06/21	PKST 08/01-10/04 11725 Pac Hwy	164.18	
101.0000.11.542.70.47.001			10/6/2021	26690.03 10/06/21	PKST 08/07-10/06 Entr Meadow P	115.09	
101.0000.11.542.70.47.001			10/6/2021	26698.02 10/06/21	PKST 08/01-10/04 11620 Pac Hwy	105.91	
101.0000.11.542.70.47.001			10/6/2021	26755.02 10/06/21	PKST 08/01-10/04 Pac Hwy & Bri	176.07	
101.0000.11.542.70.47.001			10/6/2021	26756.03 10/06/21	PKST 08/30-10/05 SE CO BP & Pa	50.00	
101.0000.11.542.70.47.001			10/6/2021	26862.02 10/06/21	PKST 08/01-10/04 Pac Hwy & STW	677.50	
101.0000.11.542.70.47.001			10/6/2021	26901.03 10/06/21	PKST 07/23-09/29 0 BP & GLD SW	80.56	
101.0000.11.542.70.47.001			10/6/2021	26997.02 10/06/21	PKST 08/30-10/05 Pac Hwy SW S/	181.91	
001.0000.11.576.80.47.001			10/6/2021	26999.02 10/06/21	PKFC 08/30-10/06 Primley's Par	82.53	
101.0000.11.542.70.47.001			10/6/2021	27111.02 10/06/21	PKST 08/01-10/04 Kendrick Dr S	62.48	
101.0000.11.542.70.47.001			10/6/2021	27116.03 10/06/21	PKST 08/07-10/05 NE Corner BP	105.91	
101.0000.11.542.70.47.001			10/6/2021	27348.01 10/06/21	PKST 08/01-10/04 100th & STW S	50.00	
101.0000.11.542.70.47.001			10/6/2021	27417.02 10/06/21	PKST 08/30-10/05 GLD/Mt Tac Dr	66.18	
001.0000.11.576.80.47.001			10/6/2021	10084.03 10/06/21	PKFC 07/23-09/29 6002 Fairlawn	913.11	
101.0000.11.542.70.47.001			10/6/2021	11045.03 10/06/21	PKST 08/22-09/29 Ardmore & Ste	54.99	
101.0000.11.542.70.47.001			10/6/2021	11046.03 10/06/21	PKST 08/22-09/29 Steil & Ardmo	51.87	
101.0000.11.542.70.47.001			10/6/2021	11047.03 10/06/21	PKST 08/22-09/29 Meadow Rd SW	51.87	
101.0000.11.542.70.47.001			10/6/2021	12584.02 10/06/21	PKST 07/23-09/29 Traffic Islan	70.53	
101.0000.11.542.70.47.001			10/6/2021	12585.02 10/06/21	PKST 07/23-09/29 Traffic Islan	105.91	
101.0000.11.542.70.47.001			10/6/2021	13318.03 10/06/21	PKST 08/30-10/05 WA Blvd & GLD	118.58	
101.0000.11.542.70.47.001			10/6/2021	13641.03 10/06/21	PKST 09/08-10/06 0 GLD & Nyana	50.00	
001.0000.11.576.80.47.001			10/6/2021	14451.02 10/06/21	PKFC 08/01-09/30 9222 Vet Dr S	764.59	
101.0000.11.542.70.47.001			10/6/2021	15034.02 10/06/21	PKST 08/30-10/05 SW Corner BP	50.00	
001.0000.11.576.80.47.001			10/6/2021	15036.03 10/06/21	PKFC 08/30-09/30 127th & Addis	1,110.89	
101.0000.11.542.70.47.001			10/6/2021	16302.03 10/06/21	PKST 08/30-10/05 GLD & 112th S	53.12	
502.0000.17.518.35.47.001			10/6/2021	16699.03 10/06/21	PKFC 08/30-10/05 6000 Main St	981.51	
101.0000.11.542.70.47.001			10/6/2021	17009.02 10/06/21	PKST 08/01-10/05 0 100th St SW	53.12	
101.0000.11.542.70.47.001			10/6/2021	17885.02 10/06/21	PKST 08/01-10/04 108th & Halcy	53.12	
101.0000.11.542.70.47.001			10/6/2021	18242.02 10/06/21	PKST 08/01-10/04 108th Lakevie	53.12	
101.0000.11.542.70.47.001			10/6/2021	19210.03 10/06/21	PKST 08/07-10/05 Russell Rd &	125.59	
001.0000.11.576.80.47.001			10/14/2021	19131.02 10/14/21	PKFC 08/07-10/13 Russell Rd	1,640.38	
001.0000.11.576.80.47.001			10/12/2021	14449.03 10/12/21	PKFC 08/01-10/02 9222 Vet Dr S	78.18	
001.0000.11.576.80.47.001			10/12/2021	15996.04 10/12/21	PKFC 08/01-10/02 8928 N Thorne	2,292.81	
101.0000.11.542.70.47.001			10/19/2021	22087.01 10/19/21	PKST 08/07-10/08 0 75th St & C	122.82	
001.0000.11.576.80.47.001			10/14/2021	24214.01 10/14/21	PKFC 08/14-10/14 Oakbrook Pk S	612.59	
001.0000.11.576.80.47.001			10/12/2021	38053.01 10/12/21	PK 08/01-10/02 8928 N Thorne L	135.86	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.70.47.001			10/12/2021	27146.02 10/12/21	PKST 08/01-10/02 9420 Front St	43.12	
101.0000.11.542.70.47.001			10/12/2021	30353.01 10/12/21	PK 08/01-10/02 Lake City Blvd/	144.04	
95458	10/29/2021	000309		LES SCHWAB TIRE CENTER,			\$915.29
501.0000.51.548.79.48.005			10/15/2021	30500685240	PKFL Tires, Pack Wheel Bearing	915.29	
95459	10/29/2021	008988		MCDONOUGH & SONS INC,			\$32,900.17
401.0000.11.531.10.48.001			9/30/2021	251708	PKFC/PKSW 09/21 Sweeping	20,957.75	
502.0000.17.518.35.48.001			9/30/2021	251708	PKFC/PKSW 09/21 Sweeping	335.77	
401.0000.11.531.10.48.001			8/31/2021	251707	PKFC/PKSW 08/21 Sweeping	10,039.70	
502.0000.17.518.35.48.001			8/31/2021	251707	PKFC/PKSW 08/21 Sweeping	335.77	
502.0000.17.542.65.48.001			8/31/2021	251707	PKFC/PKSW 08/21 Sweeping	559.62	
001.0000.11.576.81.48.001			8/31/2021	251707	PKFC/PKSW 08/21 Sweeping	671.56	
95460	10/29/2021	013129		MERRILL CREEK APARTMENTS,			\$1,718.88
190.6002.52.559.70.41.001			10/28/2021	AG 2021-352	CDBG AG 2021-352 CV Rent Assis	1,718.88	
95461	10/29/2021	010743		NISQUALLY INDIAN TRIBE,			\$428.62
001.0000.15.521.10.41.125			9/30/2021	28803	PD 09/21 Pharmacy Reimb.	428.62	
95462	10/29/2021	008693		OLYMPIC TRAILER & TRUCK, INC,			\$120.11
101.0000.11.544.90.31.001			10/22/2021	1372995	PKST PJ Cam Door Latch Assembl	120.11	
95463	10/29/2021	010633		P & C ROOFING INC,			\$18,704.95
190.4006.52.559.32.41.001			10/21/2021	MHR-183 10/2121	CDBG MHR-183 Lucien Gutter	585.20	
190.4006.52.559.32.41.001			10/21/2021	MHR-184 10/21/21	CDBG MHR-184 Ackerman Gutter	1,069.75	
190.4006.52.559.32.41.001			9/22/2021	MHR-183 09/22/21	CDBG AG 2021-305 MHR-183 Lucie	17,050.00	
95464	10/29/2021	006117		PETTY CASH,			\$324.50
001.0000.02.512.51.49.008			10/28/2021	10/21 Jury	MC 10/21 Replenish Juror Petty	324.50	
95465	10/29/2021	006117		PETTY CASH,			\$54.98
001.0000.09.518.10.31.001			10/28/2021	10/21 VH	HR Mouse & Keyboard	54.98	
95466	10/29/2021	000445		PUGET SOUND ENERGY,			\$966.62
502.0000.17.518.35.47.011			10/27/2021	200018357661 10/21	PKFC 09/17-10/19 6000 Main St	567.37	
001.0000.11.576.81.47.005			10/21/2021	200001527551 10/21	PKFC 09/20-10/20 9115 Angle Ln	40.70	
101.0000.11.542.64.47.005			10/21/2021	300000005037 10/21	PKST 08/30-09/29 Gravelly Lk &	296.49	
502.0000.17.521.50.47.011			10/19/2021	200008745289 10/21	PKFC 09/16-10/18 9401 Lkwd Dr	62.06	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
95467	10/29/2021	012960		RAINIER RENTALS,			\$1,900.00
190.6002.52.559.70.41.001		10/28/2021	AG 2021-341	CDBG AG 2021-341 CV Rent Assis		1,900.00	
95468	10/29/2021	012951		SILVERWOOD ALLIANCE APTS LLC,			\$1,496.00
190.6002.52.559.70.41.001		10/25/2021	AG 2021-340	CDBG AG 2021-340 CV Rent Assis		1,496.00	
95469	10/29/2021	009354		TK ELEVATOR,			\$8,208.28
502.0000.17.542.65.48.001		10/26/2021	6000542245	PKFC Repair Elevator On The Ke		7,462.07	
502.0000.17.542.65.48.001		10/26/2021	6000542245	Sales Tax		746.21	
95470	10/29/2021	013167		TOBIN, MARIA			\$148.00
192.0000.00.558.60.43.004		10/29/2021	11/1-11/3/21Per Diem	SSMP Install. Innov. Forum Per		148.00	
95471	10/29/2021	011578		TYLER BUSINESS FORMS,			\$540.61
001.0000.04.514.20.31.001		10/5/2021	Invoice-63171	FN W-2 Forms & Envelopes		540.61	
95472	10/29/2021	005543		UNDERWATER SPORTS INC,			\$118.29
001.0000.15.521.22.31.008		10/14/2021	50020498	PD Omni Swivel		118.29	
95473	10/29/2021	011595		WALTER E NELSON CO,			\$129.89
502.0000.17.542.65.31.001		10/22/2021	834592	PKFC Lysol		129.89	
95474	10/29/2021	000595		WASHINGTON ASSOC OF SHERIFFS,			\$1,813.35
001.0000.02.523.30.35.001		10/25/2021	INV029912	MC EHM Equipment		1,813.35	
95475	10/29/2021	009690		WATAI,			\$170.00
001.0000.15.521.40.49.001		10/19/2021	22-0111	PD 10/01/2021-09/30/2022 Membe		170.00	
95476	10/29/2021	000598		WATER MANAGEMENT LABORATORIES,			\$115.00
401.0000.41.531.10.41.001		10/20/2021	197923	PWSW 10/07 Algae Count & Speci		115.00	
95477	10/29/2021	006877		WESTERN EQUIPMENT DIST INC,			\$70.47
001.0000.11.576.81.31.001		10/14/2021	7197631-00	PKFC TwinJet Nozzles		70.47	
95478	10/29/2021	009254		WFOA,			\$75.00
001.0000.04.514.20.49.003		10/12/2021	FTE21-102021-1510	FN WFOA Fed Award Req Webinar:		75.00	
95479	10/29/2021	013019		WISTERIA WALK,			\$4,000.00

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190.6002.52.559.70.41.001			10/28/2021	AG 2021-348	CDBG AG 2021-348 CV Rent Assis	4,000.00	
95480	11/15/2021	010899		ACCESS INFORMATION MANAGEMENT,			\$1,138.68
001.0000.06.514.30.41.001			10/31/2021	9066527	LG 10/21 Record Retention & Mg	1,138.68	
95481	11/15/2021	011257		AHUMADA, ANITA			\$171.44
001.0000.02.512.51.49.009			11/2/2021	10/11/21	MC 10/11 Interpreter	171.44	
95482	11/15/2021	008307		AT&T MOBILITY,			\$16,711.93
180.0000.15.521.21.42.001			10/19/2021	287293165778 10/21	IT/PD Thru 10/19 Phone	344.39	
503.0000.04.518.80.42.001			10/19/2021	287293165778 10/21	IT/PD Thru 10/19 Phone	11,327.08	
503.0000.04.518.80.42.001			10/19/2021	287296255265 10/21	IT Thru 10/19 Phone	5,028.10	
503.0000.04.518.80.42.001			10/19/2021	287304884473 10/21	IT Thru 10/19 Phone	12.36	
95483	11/15/2021	010014		BMI GENERAL LICENSING,			\$733.00
001.0000.11.571.20.49.001			11/1/2021	10391045	PKRC 11/01/21-10/31/22 License	733.00	
95484	11/15/2021	012480		CABRAL, NICOLE			\$300.00
195.0021.02.512.53.41.001			11/12/2021	Sept-Nov 2021	MC Sept-Nov BJA Grant VC-BX-00	300.00	
95485	11/15/2021	000095		CHOUGH, KWANG S			\$271.20
001.0000.02.512.51.49.009			11/2/2021	11/02/2021	MC 10/12 & 10/14 Interpreter	271.20	
95486	11/15/2021	009191		CITY OF DUPONT,			\$2,231.41
631.0001.02.586.10.00.030			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	2,231.41	
95487	11/15/2021	006613		CITY OF UNIVERSITY PLACE,			\$4,970.62
631.0001.02.586.10.00.010			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	550.04	
301.0005.11.594.76.63.001			10/29/2021	AR-003842	PK Chambers CK Trail Reimb Pro	4,420.58	
95488	11/15/2021	003948		COMCAST CORPORATION,			\$279.80
180.0000.15.521.21.42.001			11/6/2021	8498 30 099 0003937	PD 11/16-12/15 TLSO Modem	279.80	
95489	11/15/2021	001531		DEPT OF ECOLOGY,			\$13,693.95
401.0000.41.531.10.41.001			11/1/2021	22-WAG994423-1	PWSW 07/01/21-06/30/22 Waughop	682.00	
401.0000.41.531.10.41.001			10/21/2021	22-WAR045012-1	PWSW 07/01/21-06/30/22 1st 1/2	13,011.95	
95490	11/15/2021	009472		DISH NETWORK LLC,			\$164.05
503.0000.04.518.80.42.001			11/4/2021	8255 7070 8168 1616	IT 11/16-12/15 PD TV/HD Receiv	164.05	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
95491	11/15/2021	000166		FEDERAL EXPRESS,			\$34.42
001.0000.99.518.40.42.002			11/5/2021	7-556-56236	ND 10/25 Shipping	34.42	
95492	11/15/2021	005398		GLOBAL SECURITY &,			\$131.83
101.0000.11.543.50.41.001			11/1/2021	4481565	PKFC 11/01/21-01/31/22 Fire Mo	131.83	
95493	11/15/2021	013168		HEMMINGER TESTAMENTARY TRUST, JOHN			\$121.76
311.0000.00.233.10.00.000			10/30/2021	10/30/2021	PW Sewer Avail Refund	60.88	
001.0000.00.213.10.00.000			10/30/2021	Ref000200388	Refund receipt #: 013266	60.88	
95494	11/15/2021	009728		HSA BANK,			\$81.00
001.0000.09.518.10.41.001			11/4/2021	W345348	HR 10/21 Svc Fee	81.00	
95495	11/15/2021	004863		I O SOLUTIONS INC,			\$24.00
001.0000.99.518.40.42.002			11/3/2021	C51588A	ND Shipping On Returned Exams	24.00	
95496	11/15/2021	000300		LAKEWOOD WATER DISTRICT,			\$1,884.99
001.0000.11.576.80.47.001			11/2/2021	20378.02 11/02/21	PKFC 09/07-11/02 11524 Old Mil	325.36	
001.0000.11.576.80.47.001			11/2/2021	25956.03 11/02/21	PKFC 08/22-10/23 8807 25th Ave	63.64	
001.0000.11.576.80.47.001			11/2/2021	26121.03 11/02/21	PKFC 08/22-10/23 8421 Pine St	43.12	
101.0000.11.542.70.47.001			11/2/2021	26638.02 11/02/21	PKST 08/30-11/02 Island GL & V	50.00	
502.0000.17.521.50.47.001			11/2/2021	26834.02 11/02/21	PKFC 08/22-10/23 9401 Lkwd Dr	505.37	
001.0000.11.576.81.47.001			11/2/2021	26978.03 11/02/21	PKFC 09/21-11/02 8714 87th Ave	136.75	
001.0000.11.576.80.47.001			11/2/2021	26980.02 11/02/21	PKFC 08/22-10/28 8421 Pine St	477.54	
101.0000.11.542.70.47.001			11/2/2021	27347.01 11/02/21	PKST 08/30-11/02 0 BP & 123rd	50.00	
502.0000.17.518.35.47.001			11/9/2021	16702.02 11/09/21	PKFC 08/30-10/30 6000 Main St	190.09	
502.0000.17.518.35.47.001			11/9/2021	16706.02 11/09/21	PKFC 08/30-10/30 6000 Main St	43.12	
95497	11/15/2021	004680		LANGUAGE LINE SERVICES,			\$134.84
001.0000.02.512.51.49.009			9/30/2021	10345708	MC 09/21	134.84	
95498	11/15/2021	011263		LAW OFFICES OF MATTHEW RUSNAK,			\$2,250.00
001.0000.02.512.51.41.035			11/1/2021	379	MC 10/21	2,250.00	
95499	11/15/2021	005685		LEMAY MOBILE SHREDDING,			\$110.00
001.0000.02.512.50.41.001			11/1/2021	4723096	MC 10/21 Shredding	60.00	
001.0000.99.518.40.41.001			11/1/2021	4723114	ND 10/01 Shredding CH 3rd Floo	50.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
95500	11/15/2021	010712		LINDQUIST DENTAL CLINIC,			\$1,599.58
001.0000.11.565.10.41.020			11/8/2021	20211013	PKHS G 2021-018 3Q/21 Uncompen	1,599.58	
95501	11/15/2021	011233		NATIONAL RESEARCH CENTER,			\$15,500.00
001.9999.03.513.10.41.001			10/15/2021	28725EC8-0001	CM 10/15/21-10/15/22 Performan	15,500.00	
95502	11/15/2021	011393		NAVIA BENEFIT SOLUTIONS,			\$240.70
001.0000.09.518.10.41.001			10/29/2021	10389137	HR 10/21 Participant Fee	240.70	
95503	11/15/2021	011801		NEXT REQUEST CO.,			\$17,160.40
503.0000.04.518.80.48.003			10/27/2021	19234	IT 12/01/21-11/30/22 FOIA Work	15,600.36	
503.0000.04.518.80.48.003			10/27/2021	19234	Sales Tax	1,560.04	
95504	11/15/2021	010907		NOMAN, DIANA			\$120.00
001.0000.02.512.51.49.009			11/2/2021	11/02/2021	MC 04/26 Interpreter	120.00	
95505	11/15/2021	011616		PIERCE COUNTY PROJECT ACCESS,			\$3,329.40
001.0000.11.565.10.41.020			10/20/2021	1394	PKHS AG 2021-098 3Q/21 Donated	3,329.40	
95506	11/15/2021	010204		PROTECT YOUTH SPORTS,			\$19.90
001.0000.09.518.10.41.001			10/31/2021	911924	HR 10/21 Basic Nat'l Combo Sea	19.90	
95507	11/15/2021	000445		PUGET SOUND ENERGY,			\$24,522.57
001.0000.11.576.80.47.005			11/4/2021	300000000129 11/4/21	PKFC 09/29-10/29 11500 Militar	56.61	
101.0000.11.542.63.47.006			11/4/2021	300000007165 11/4/21	PKST 10/01-11/01 N of Lk WA Bl	22,868.57	
001.0000.11.576.80.47.005			11/4/2021	300000010268 11/4/21	PKFC 09/29-10/29 Woodlawn Ave	127.75	
101.0000.11.542.63.47.006			11/1/2021	220008814687 11/1/21	PKST 09/29-10/29 7000 150th St	25.09	
101.0000.11.542.63.47.006			11/1/2021	220017817689 11/1/21	PKST 09/29-10/29 11521 GLD SW	98.55	
001.0000.11.576.80.47.005			11/1/2021	220018963391 11/1/21	PKFC 09/29-10/29 10365 112th S	72.67	
101.0000.11.542.63.47.005			11/1/2021	220025290614 11/1/21	PKST 09/29-10/29 12702 Vernon	253.26	
101.0000.11.542.63.47.005			11/1/2021	220025290630 11/1/21	PKST 09/29-10/29 8299 Veterans	159.97	
001.0000.11.576.80.47.005			11/1/2021	220026435523 11/1/21	PKFC 09/29-10/29 8928 N Thorne	117.22	
001.0000.11.576.80.47.005			11/1/2021	200001526637 11/1/21	PKFC 09/29-10/29 9222 Veteran'	44.21	
101.0000.11.542.63.47.006			11/1/2021	200006381095 11/1/21	PKST 09/29-10/29 7819 150th St	29.52	
001.0000.11.576.81.47.005			10/25/2021	220017468871 10/25	PKFC 09/22-10/22 9107 Angle La	107.66	
001.0000.11.576.81.47.005			10/25/2021	220024933081 10/25	PKFC 09/22-10/22 8714 87th Ave	66.15	
001.0000.11.576.81.47.005			10/25/2021	300000010896 10/25	PKFC 09/20-10/20 Ft Steil Park	221.54	
001.0000.11.576.81.47.005			10/25/2021	300000010938 10/25	PKFC 09/20-10/20 8802 Dresden	197.24	
001.0000.11.576.81.47.005			10/25/2021	200001527346 10/25	PKFC 09/22-10/22 8714 87th Ave	10.92	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.80.47.005			10/26/2021	220002793168 10/26	PKFC 09/23-10/25 8807 25th Ave	65.64	
95508	11/15/2021	008849		Q & A POLYGRAPH SVCS,			\$600.00
001.0000.15.521.40.41.001			10/29/2021	21-0000	PD 10/27-10/28 Pre- Emp Polygr	600.00	
95509	11/15/2021	011799		RAGNASOFT INC,			\$3,700.00
503.0000.04.518.80.48.003			11/1/2021	RSI-0006177	IT 1 Yr PlanIt Police	3,700.00	
95510	11/15/2021	012825		READY SET TOW LLC,			\$88.00
001.0000.15.521.10.41.070			11/2/2021	9500	PD 11/01	88.00	
95511	11/15/2021	011108		REBUILDING HOPE! PIERCE COUNTY,			\$6,458.80
001.0000.11.565.10.41.020			11/8/2021	21Q2COL	PKHS AG 2021-099 2Q/21 Advocac	2,398.51	
001.0000.11.565.10.41.020			10/15/2021	1766	PKHS AG 2021-099 Advocacy & Th	4,060.29	
95512	11/15/2021	010478		RICOH USA INC,			\$376.19
503.0000.04.518.80.45.002			10/22/2021	105538722	IT 10/18-11/17 Copier	376.19	
95513	11/15/2021	011227		SHOW CASE MEDIA,			\$350.00
001.0000.11.571.20.41.082			10/25/2021	4037	PKRC 10/21 Drive By Parade Of	350.00	
95514	11/15/2021	012951		SILVERWOOD ALLIANCE APTS LLC,			\$5,172.00
190.6002.52.559.70.41.001			11/12/2021	AG 2021-368	CDBG AG 2021-368 CV Rent Assis	2,176.00	
190.6002.52.559.31.41.001			11/3/2021	AG 2021-357	CDBG AG 2021-357 CV Rent Assis	2,996.00	
95515	11/15/2021	012981		TEKS SERVICES INC,			\$2,331.51
001.0000.99.518.40.42.002			11/1/2021	50358	ND Community Cleanup - Fall	2,331.51	
95516	11/15/2021	009354		TK ELEVATOR,			\$1,483.78
502.0000.17.518.35.48.001			10/31/2021	3006245925	PKFC 10/21 Elevator Svc	551.48	
502.0000.17.521.50.48.001			10/31/2021	3006245925	PKFC 10/21 Elevator Svc	275.74	
502.0000.17.542.65.48.001			10/31/2021	3006245925	PKFC 10/21 Elevator Svc	656.56	
95517	11/15/2021	005831		TOWN OF STEILACOOM,			\$4,684.93
101.0000.11.542.63.41.001			10/28/2021	2021-10-28-01	PKST AG 2019-107 10/27 St. Lig	346.35	
631.0001.02.586.10.00.020			11/8/2021	10/21 Court Remit	MC 10/21 Court Remit	4,338.58	
95518	11/15/2021	009882		TRANE US INC,			\$109.32
502.0000.17.521.50.31.001			10/28/2021	11093568	PKFC Air Flowswitch	109.32	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
95519	11/15/2021	010640		TRANSUNION RISK AND,			\$310.53
001.0000.15.521.21.41.001			11/1/2021	212084 10/21	PD 10/21 People Searches	310.53	
95520	11/15/2021	005543		UNDERWATER SPORTS INC,			\$356.40
001.0000.15.521.10.31.008			11/3/2021	50020551	PD Repair/Labor Svcs	356.40	
95521	11/15/2021	009856		UTILITIES UNDERGROUND LOCATION,			\$372.81
101.0000.11.544.90.41.001			10/31/2021	1100172	PKST/PKSW 10/21 Excavation Not	186.41	
401.0000.11.531.10.41.001			10/31/2021	1100172	PKST/PKSW 10/21 Excavation Not	186.40	
95522	11/15/2021	013169		VINNY BOY'S PLUMBING LLC,			\$275.00
001.0000.11.576.80.48.001			11/5/2021	2051	PKFC Service Call: Shut Off Ga	275.00	
95523	11/15/2021	011525		VISA - 0183,			\$168.00
501.9999.51.594.21.64.005			10/27/2021	0183/Westby 10/27/21	PD Vehicle Reg	58.45	
501.9999.51.594.21.64.005			10/27/2021	0183/Westby 10/27/21	PD Vehicle Reg	58.46	
501.0000.51.521.10.48.005			10/27/2021	0183/Westby 10/27/21	PD Oil Change	51.09	
95524	11/15/2021	011755		VISA - 0349,			\$697.02
001.0000.15.521.80.48.001			10/27/2021	0349/Meeks 10/27/21	PD Calibrate Evidence Scales	386.30	
001.0000.15.521.22.31.008			10/27/2021	0349/Meeks 10/27/21	PD Duty Belts/Suspenders	310.72	
95525	11/15/2021	011541		VISA - 0456,			\$1,097.90
001.0000.15.521.40.43.005			10/27/2021	0456/PD3 10/27/21	PD Skills Mgr Trng: Wiley	8.63	
001.0000.15.521.40.43.002			10/27/2021	0456/PD3 10/27/21	PD Skills Mgr Trng: Wiley	359.34	
001.0000.15.521.40.43.006			10/27/2021	0456/PD3 10/27/21	PD Skills Mgr Trng: Wiley	466.11	
001.0000.15.521.40.43.002			10/27/2021	0456/PD3 10/27/21	PD Glock Adv Armorer: Feldman	263.82	
95526	11/15/2021	011749		VISA - 0513,			\$286.43
502.0000.17.542.65.31.001			10/27/2021	0513/Ferm 10/27/21	PKFC Tire For Custodian Cart	13.18	
502.0000.17.518.35.31.001			10/27/2021	0513/Ferm 10/27/21	PKFC Cable For HVAC	62.87	
001.0000.11.576.81.31.001			10/27/2021	0513/Ferm 10/27/21	PK Silicone, White Board, Scre	124.48	
001.0000.11.576.81.31.001			10/27/2021	0513/Ferm 10/27/21	PK Locks	85.90	
95527	11/15/2021	011958		VISA - 0975,			\$479.05
190.4006.52.559.32.41.001			10/27/2021	0975/Gumm 10/27/21	CDBG MHR-170 Cobun Major Home	202.90	
105.0001.07.559.20.41.001			10/27/2021	0975/Gumm 10/27/21	AB A0071 Cheatham Verification	30.00	
105.0001.07.559.20.42.002			10/27/2021	0975/Gumm 10/27/21	AB Postage	8.56	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
105.0001.07.559.20.41.001			10/27/2021	0975/Gumm 10/27/21	AB A0070 Whitfield Verificatio	66.40	
190.4006.52.559.32.41.001			10/27/2021	0975/Gumm 10/27/21	CDBG MHR-170 Cobun Major Home	127.59	
191.0000.01.559.20.42.002			10/27/2021	0975/Gumm 10/27/21	NSP Postage	8.36	
191.0000.01.559.20.42.002			10/27/2021	0975/Gumm 10/27/21	NSP Postage	26.88	
105.0001.07.559.20.42.002			10/27/2021	0975/Gumm 10/27/21	AB Postage	8.36	
95528	11/15/2021	012354		VISA - 1105,			\$257.10
001.0000.11.571.20.31.001			10/27/2021	1105/Martin 10/27/21	PKRC Calendar & Notebooks	36.52	
001.0000.11.571.20.44.001			10/27/2021	1105/Martin 10/27/21	PKRC 25th Anniv Celebration FB	75.00	
001.0000.11.571.20.44.001			10/27/2021	1105/Martin 10/27/21	PKRC Truck & Tractor Day FB Ad	145.58	
95529	11/15/2021	011540		VISA - 1371,			\$1,189.10
001.0000.15.521.30.49.005			10/27/2021	1371/Gildeh 10/27/21	PD Water Bottles	1,189.10	
95530	11/15/2021	012401		VISA - 3408,			\$458.74
195.0024.15.521.30.31.001			10/27/2021	3408/Carrol 10/27/21	PD Mo Internet 09/23-10/22	363.94	
195.0024.15.521.30.31.001			10/27/2021	3408/Carrol 10/27/21	PD Mo LPR Sub 09-14-10/14	94.80	
95531	11/15/2021	013085		VISA - 3420,			\$1,626.72
001.0000.15.521.10.31.001			10/27/2021	3420/PD1 10/27/21	PD Batteries	144.32	
001.0000.15.554.30.31.016			10/27/2021	3420/PD1 10/27/21	PD Pet Tags	176.14	
001.0000.15.554.30.31.016			10/27/2021	3420/PD1 10/27/21	PD Pet Tags	726.20	
001.0000.15.554.30.31.016			10/27/2021	3420/PD1 10/27/21	PD Pet Tags	81.38	
001.0000.15.521.32.31.001			10/27/2021	3420/PD1 10/27/21	PD Maint Supplies	82.41	
001.0000.15.521.32.31.001			10/27/2021	3420/PD1 10/27/21	PD Spray Paint, Primer, Tape,	113.66	
001.0000.15.521.22.43.005			10/27/2021	3420/PD1 10/27/21	PD Good To Go Acct	150.00	
001.0000.15.521.10.31.001			10/27/2021	3420/PD1 10/27/21	PD Battery	25.18	
001.0000.15.521.10.31.001			10/27/2021	3420/PD1 10/27/21	PD Scuba Adapter	83.58	
001.0000.15.521.10.31.001			10/27/2021	3420/PD1 10/27/21	PD iPhone Cases	43.85	
95532	11/15/2021	013084		VISA - 3768,			\$15.00
001.0000.15.521.40.43.005			10/27/2021	3768/Beard 10/27/21	PD P/U CCB	0.25	
001.0000.99.518.40.42.002			10/27/2021	3768/Beard 10/27/21	ND PD 10/26 WSP Tox Lab	14.75	
95533	11/15/2021	012656		VISA - 4197,			\$200.11
001.0000.09.518.10.31.005			10/27/2021	4197/Fin 6 10/27/21	HR 10/11 PD Interview Panel Lu	67.33	
001.0000.09.518.10.31.005			10/27/2021	4197/Fin 6 10/27/21	HR 10/18 PD Interview Panel Lu	67.78	
001.0000.07.558.60.49.001			10/27/2021	4197/Fin 6 10/27/21	CD 10/1/21-3/31/22 Toastmaster	65.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
95534	11/15/2021	012668		VISA - 4635,			\$2,887.85
001.0000.07.558.60.49.003			10/27/2021	4635/Fin 5 10/27/21	CD Limiting City Liability In	120.00	
001.0000.07.558.60.49.003			10/27/2021	4635/Fin 5 10/27/21	CD WSAPT 2021 Fall Conf: Hines	75.00	
401.0000.41.531.10.49.005			10/27/2021	4635/Fin 5 10/27/21	PWSW 2022 Stormwater Outreach	2,479.15	
001.0000.07.558.60.43.002			10/27/2021	4635/Fin 5 10/27/21	CD WSAPT Fall Conf. Hotel: Hin	213.70	
95535	11/15/2021	012715		VISA - 5244,			\$22.00
001.0000.06.515.30.49.003			10/27/2021	5244/Schuma 10/27/21	LG PERC Updates 2021 Webinar:	22.00	
95536	11/15/2021	013165		VISA - 6167,			\$971.02
001.0000.11.576.80.31.001			10/27/2021	6167/Willia 10/27/21	PK Signs & Stickers	159.50	
502.0000.17.518.35.31.001			10/27/2021	6167/Willia 10/27/21	PKFC LED Flood Lights	389.34	
502.0000.17.518.35.31.001			10/27/2021	6167/Willia 10/27/21	PKFC Measuring Tool	418.00	
502.0000.17.518.35.31.001			10/27/2021	6167/Willia 10/27/21	PKFC Int'l Tax Fee	4.18	
95537	11/15/2021	011642		VISA - 6610,			\$525.43
001.0000.15.521.40.43.002			10/27/2021	6610/PD410/27/21	PD Bkgrd Invest: Leitgeb	297.48	
001.0000.15.521.10.49.001			10/27/2021	6610/PD410/27/21	PD Phlebotomist Cert Ren: Week	222.50	
001.0000.15.521.40.31.001			10/27/2021	6610/PD410/27/21	PD Thumb Drive	5.45	
95538	11/15/2021	011659		VISA - 7212,			\$2,009.90
502.0000.17.518.35.31.001			10/27/2021	7212/PWOM 10/27/21	PKFC Single Button Transmitter	161.70	
501.0000.51.548.79.48.005			10/27/2021	7212/PWOM 10/27/21	PKFL Annual Inspection/Repairs	1,086.55	
101.0000.11.544.90.31.004			10/27/2021	7212/PWOM 10/27/21	PKST WA Pesticide Laws & Safet	67.77	
101.0000.11.542.70.49.003			10/27/2021	7212/PWOM 10/27/21	PKST Laws & Safety, Weed Mgmt:	60.00	
001.0000.11.576.80.49.003			10/27/2021	7212/PWOM 10/27/21	PKFC Laws & Safety, Weed Mgmt:	60.00	
101.0000.11.544.90.31.004			10/27/2021	7212/PWOM 10/27/21	PKST ROW Vegetation Mgmt Book:	20.08	
001.0000.11.576.80.49.003			10/27/2021	7212/PWOM 10/27/21	PKFC Pesticide License Renewal	33.99	
001.0000.11.576.80.49.003			10/27/2021	7212/PWOM 10/27/21	PKFC Recert Classes Pesticide	300.00	
001.0000.11.576.80.49.003			10/27/2021	7212/PWOM 10/27/21	PKFC Pesticide License Renewal	33.99	
001.0000.11.576.80.49.003			10/27/2021	7212/PWOM 10/27/21	PKFC Pesticide License Renewal	33.99	
001.0000.11.576.80.49.003			10/27/2021	7212/PWOM 10/27/21	PKFC Pesticide License Renewal	33.99	
001.0000.11.576.80.49.003			10/27/2021	7212/PWOM 10/27/21	PKFC Pesticide License Renewal	33.99	
001.0000.11.576.80.49.003			10/27/2021	7212/PWOM 10/27/21	PKFC Pesticide License Renewal	33.99	
001.0000.11.576.80.31.001			10/27/2021	7212/PWOM 10/27/21	PKFC Padlocks	83.85	
95539	11/15/2021	011136		VISA - 7750,			\$60.55
001.0000.15.521.80.31.001			10/27/2021	7750/Allen 10/27/21	PD Batteries	60.55	
95540	11/15/2021	011137		VISA - 7768,			\$410.56

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.40.43.002			10/27/2021	7768/Alwine 10/27/21	PD FBINAA 09/28-09/30: Alwine	367.08	
001.0000.15.521.10.31.008			10/27/2021	7768/Alwine 10/27/21	PD CDT Uniform Pants: Alwine &	195.47	
001.0000.15.521.40.43.002				1Y16DE	PD WASPC Conf: Hotel Ref For A	-151.99	
95541	11/15/2021	011138		VISA - 7776,			\$814.04
501.0000.51.548.79.31.006				7776/Anders 09/26/21	PKFL Supplies Returned	-153.40	
001.0000.11.576.80.31.001			9/26/2021	7776/Ander 09/26/21	PKFC Tape	29.69	
001.0000.11.576.80.31.001			9/26/2021	7776/Ander 09/26/21	PKFC Cartridges	55.10	
001.0000.11.576.81.31.001			9/26/2021	7776/Ander 09/26/21	PKFC Sweatshirts	40.15	
001.0000.11.542.70.31.001			9/26/2021	7776/Ander 09/26/21	PKST Baskets	524.51	
501.0000.51.548.79.31.006			9/26/2021	7776/Ander 09/26/21	PKFL	64.79	
101.0000.11.544.90.43.005			10/27/2021	7776/Ander 10/27/21	PKFC 10/11Toll Charges	6.25	
001.0000.11.576.81.31.001			10/27/2021	7776/Ander 10/27/21	PKFC Supplies	246.95	
95542	11/15/2021	011140		VISA - 7800,			\$284.75
501.0000.51.548.79.32.001			10/27/2021	7800/Cummin 10/27/21	PKFL Propane For Forklift	38.61	
501.0000.51.548.79.32.001			10/27/2021	7800/Cummin 10/27/21	PKFL Gas	69.91	
101.0000.11.542.64.31.001			10/27/2021	7800/Cummin 10/27/21	PKST Labels Fore Serial # Stic	176.23	
95543	11/15/2021	012863		VISA - 7935,			\$2,677.10
503.0000.04.518.80.41.090			10/27/2021	7935/White 10/27/21	IT 10/01/21-07/17/22 Dropbox	209.60	
503.0000.04.518.80.49.004			10/27/2021	7935/White 10/27/21	IT CH Pandora	29.64	
503.0000.04.518.80.31.001			10/27/2021	7935/White 10/27/21	IT Phone Ext. Cord Cable Wire	175.80	
503.0000.04.518.80.49.004			10/27/2021	7935/White 10/27/21	IT Photography Plan	10.99	
503.0000.04.518.80.49.004			10/27/2021	7935/White 10/27/21	IT Creative Cloud	58.29	
503.0000.04.518.80.41.090			10/27/2021	7935/White 10/27/21	IT Monthly MailChimp	96.79	
503.0000.04.518.80.41.090			10/27/2021	7935/White 10/27/21	IT 10/11/21-07/17/22 CED Dropb	203.07	
503.0000.04.518.80.49.004			10/27/2021	7935/White 10/27/21	IT 10/11-11/11 Fix & Protect	29.99	
503.0000.04.518.80.49.004			10/27/2021	7935/White 10/27/21	IT Int'l Trx Fee On Fix & Prot	0.30	
503.0000.04.518.80.35.030			10/27/2021	7935/White 10/27/21	IT 3 Yr Electronics Protection	72.57	
503.0000.04.518.80.35.030			10/27/2021	7935/White 10/27/21	IT Replacement Cameras	560.97	
503.0000.04.518.80.49.004			10/27/2021	7935/White 10/27/21	IT InDesign	23.09	
503.0000.04.518.80.48.003			10/27/2021	7935/White 10/27/21	IT 3 Yr Website SSL Certificat	1,206.00	
95544	11/15/2021	011158		VISA - 7966,			\$1,777.20
001.0000.15.521.40.43.001			10/27/2021	7966/Pitts 10/27/21	PD Adv Oper Breaching: Johnson	4.42	
001.0000.15.521.40.43.001			10/27/2021	7966/Pitts 10/27/21	PD Adv Oper Breaching: Johnson	471.40	
001.0000.15.521.10.49.004			10/27/2021	7966/Pitts 10/27/21	PD News Tribune Sub	259.99	
001.0000.15.521.10.49.001			10/27/2021	7966/Pitts 10/27/21	PD NIAIA Membership: Prater &	100.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.40.49.003			10/27/2021	7966/Pitts 10/27/21	PD Crisis Sys Mgmt: Northcutt	545.00	
001.0000.15.521.40.49.003			10/27/2021	7966/Pitts 10/27/21	PD Crisis Sys Mgmt: Teelemaia	545.00	
001.0000.15.521.40.43.002			10/27/2021	7966/Pitts 10/27/21	PD Firearms/Guns Recert: Alexa	357.39	
001.0000.15.521.40.49.003			10/27/2021	7966/Pitts 10/27/21	PD FBI Winter Trng: Alwine & P	189.00	
001.0000.15.521.40.49.003				7966/Pitts 09/26/21	PD FBI LEEDA Refund: Markert	-695.00	
95545	11/15/2021	011162		VISA - 8006,			\$2,206.24
001.0000.15.521.10.43.005			10/27/2021	8006/Unfred 10/27/21	PD Tri-County CCTA Exer Leader	6.25	
001.0000.15.521.10.31.001			10/27/2021	8006/Unfred 10/27/21	PD Treadmill	2,199.99	
95546	11/15/2021	011167		VISA - 8055,			\$27.49
001.0000.06.515.30.41.001			10/27/2021	8055/Fin 3 10/27/21	LG Lininger Abatement 100 ECR	27.49	
95547	11/15/2021	011172		VISA - 8105,			\$476.73
001.0000.15.521.40.43.002			10/27/2021	8105/PD2 10/27/21	PD Fall WSPCA Seminar: Bucat	476.73	
95548	11/15/2021	011714		VISA - 8434,			\$1,188.52
001.0000.15.521.10.31.001			10/27/2021	8434/LaVerg 10/27/21	PD Plaque: Osness Ret	126.50	
001.0000.15.521.40.49.003			10/27/2021	8434/LaVerg 10/27/21	PD Crisis Sys Mgmt: Fitzgerald	545.00	
001.0000.15.521.40.43.002			10/27/2021	8434/LaVerg 10/27/21	PD Adv Oper Breach: Johnson	692.16	
001.0000.15.521.10.31.005			10/27/2021	8434/LaVerg 10/27/21	PD Supplies: Osness Ret	74.86	
001.0000.15.521.40.49.003				8434/LaVerg 10/27/21	PD Glock Armorers Course: Bear	-250.00	
95549	11/15/2021	011177		VISA - 8550,			\$112.21
001.0000.13.558.70.49.004			10/27/2021	8550/Newton 10/27/21	ED 09/29-10/29 Dropbox	13.22	
001.0000.13.558.70.49.004			10/27/2021	8550/Newton 10/27/21	ED 10/02-11/02 Sales Navigator	98.99	
95550	11/15/2021	012925		VISA - 9311,			\$137.24
001.0000.06.515.30.41.001			10/27/2021	9311/Fin 4 10/27/21	LG 20-2-02365-1 & 21-2-01266-5	35.50	
001.0000.06.515.30.41.001			10/27/2021	9311/Fin 4 10/27/21	LG Refund Pending For 20-2-023	35.50	
001.0000.09.518.10.31.005			10/27/2021	9311/Fin 4 10/27/21	HR Lunch For 10/25 Interview P	66.24	
95551	11/15/2021	011707		VISA - 9465,			\$379.58
001.0000.11.571.20.31.001			10/27/2021	9465/Fairfi 10/27/21	PKRC Garden Supplies	33.07	
001.0000.11.565.10.49.003			10/27/2021	9465/Fairfi 10/27/21	PKHS Empower Virt Conf: Solon,	300.00	
001.0000.11.571.20.49.004			10/27/2021	9465/Fairfi 10/27/21	PKRC Canva Pro Sub	12.99	
001.0000.11.571.20.31.001			10/27/2021	9465/Fairfi 10/27/21	PKRC Supplies	11.52	
001.0000.11.571.20.49.001			10/27/2021	9465/Fairfi 10/27/21	PKRC Event Reg Software	22.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
95552	11/15/2021	000577		WABO,			\$185.00
001.0000.07.558.50.49.001			11/1/2021	6796	CD 2022 WABO Membership	185.00	
95553	11/15/2021	011595		WALTER E NELSON CO,			\$1,616.01
502.0000.17.518.30.31.001			11/5/2021	837113	PKFC Can Liners	284.13	
502.0000.17.521.50.31.001			11/5/2021	837114	PKFC Can Liners, Towels, Purel	1,331.88	
95554	11/15/2021	000595		WASHINGTON ASSOC OF SHERIFFS,			\$803.84
001.0000.02.523.30.41.001			9/30/2021	EM 2021-00468	MC 09/21 Home Monitoring	803.84	
95555	11/15/2021	000586		WASHINGTON STATE PATROL,			\$274.79
001.0000.15.521.40.49.003			11/10/2021	T2200036	PD 10/02 WSP Academy: J. Beau	274.79	
95556	11/15/2021	004697		WHISTLE WORKWEAR OF TACOMA,			\$104.22
001.0000.11.542.70.31.008			11/12/2021	INV2070000398	PK Coveralls For Tom higgins	104.22	
95557	11/15/2021	013019		WISTERIA WALK,			\$4,000.00
190.6002.52.559.70.41.001			11/12/2021	AG 2021-369	CDBG AG 2021-340 CV Rent Assis	4,000.00	
# of Checks Issued		268					
Total		\$2,345,193.83					

VOID

\$121.76 CK# 95493 11/17/2021

TOTAL \$2,345,072.07



To: Mayor and City Councilmembers

From: Tho Kraus, Deputy City Manager

Through: John J. Caulfield, City Manager

Date: December 6, 2021

Subject: Payroll Check Approval

Payroll Period(s): October 16-31, 2021 and November 1-15, 2021

Total Amount: \$2,817,859.49

Checks Issued:

Check Numbers: 114348-114353

Total Amount of Checks Issued: \$18,327.61

Electronic Funds Transfer:

Total Amount of EFT Payments: \$533,763.32

Direct Deposit:

Total Amount of Direct Deposit Payments: \$1,999,477.94

Federal Tax Deposit:

Total Amount of Deposit: \$266,290.62

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 10-16-2021 thru 11-15-2021****Direct Deposit and ACH in the amount of : \$2,799,531.88****Payroll Ck#'s 114348-114352 in the amount of : \$18,327.61****Total Payroll Distribution: \$2,817,859.49****Employee Pay Total by Fund:****Fund 001 - General**

	Amount
City Council	\$ 10,100.00
Municipal Court	\$ 56,562.66
City Manager	\$ 33,242.34
Administrative Services	\$ 63,901.84
Legal and Human Resources	\$ 90,910.04
Community and Economic Development	\$ 99,698.20
Parks, Recreation and Community Services	\$ 79,775.87
Police	\$ 1,411,095.23
Non-Departmental	\$ -
General Fund Total	\$ 1,845,286.18

Fund 101 - Street	\$ 49,343.06
Fund 102 - Real Estate Excise	\$ -
Fund 104 - Hotel / Motel Lodging Tax	\$ -
Fund 105 - Property Abatement/Rental Housing Safety Program	\$ 16,953.73
Fund 180 - Narcotics Seizure	\$ -
Fund 181 - Felony Seizure	\$ -
Fund 182 - Federal Seizure	\$ -
Fund 190 - CDBG Grants	\$ 17,289.85
Fund 191 - Neighborhood Stabilization Program	\$ 60.18
Fund 192 - Office of Economic Adjustment/SSMCP	\$ 15,223.00
Fund 195 - Public Safety Grants	\$ 15,401.35
Fund 196 - ARPA Grant	\$ 10,171.09
Fund 301 - Parks CIP	\$ 4,060.00
Fund 302 - Transportation CIP	\$ 71,311.43
Fund 311 - Sewer Capital Project	\$ 947.88
Fund 401 - Surface Water Management	\$ 54,858.61
Fund 502 - Property Management	\$ 11,996.43
Fund 503 - Information Technology	\$ 34,314.24
Fund 504 - Risk Management	\$ 484.67
Other Funds Total	\$ 302,415.52

Employee Gross Pay Total	\$ 2,147,701.70
Benefits and Deductions:	\$ 670,157.79
Grand Total	\$ 2,817,859.49

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 6, 2021	TITLE: Motion authorizing award of a construction contract to Cannon Constructors, LLC in the amount of \$115,785.22 plus a ten percent contingency for the construction of the 2021 Streetlight Installation project.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION #2021-93 — OTHER
REVIEW: December 6, 2021	ATTACHMENTS: Vicinity Map Bid Tabulations	

SUBMITTED BY: Paul A. Bucich, P.E., Public Works Engineering Director/City Engineer.

RECOMMENDATION: It is recommended that the City Council authorize award of a construction contract to Cannon Constructors, LLC in the amount of \$115,785.22 plus a ten percent contingency (\$11,578.52) for the construction of the 2021 Streetlight Installation project, City Project 302.0002.

DISCUSSION: Through this project, the City will install fifty-eight (58) street lights on existing Tacoma Power poles, within various locations in north Lakewood. It is anticipated that construction will begin in February 2022 with completion in July 2022.

The City received four (4) bids; attached are the Bid Tabulations for the project. The low-bidder for the project sent a notarized letter to the City of Lakewood requesting a “relief from the bid” due to an error in their bidding. The letter followed State of Washington procedures outlined in WSDOT Specifications to be excused from the low bid.

ALTERNATIVE(S): Reject all bids but it is not anticipated that rebidding the project would result in lower bids.

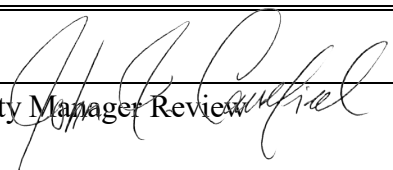
FISCAL IMPACT: This project is budgeted as shown below:

- \$175,000 from the General Fund, adopted 2021-2026 Capital Improvement Plan, Transportation CIP Fund

Total: \$175,000 (continued on page 2)

A. D’Andra Buchanan, P.E.
Prepared by

Paul A. Bucich, P.E.
Department Director


City Manager Review

FISCAL IMPACT (continued from page 1):

The original construction estimate for the 2021 Streetlight Installation Project was \$150,000.00. Four (4) general Contractors submitted competitive bids for this project and the low bid was \$77,712.55, or 48% less than the Engineer's Estimate. The Engineer contacted the first low bidder and it was determined that a piece of equipment for each streetlight was not included in the bid. The bidder sent a notarized request for a relief of bid, dated November 4, 2021. The second low bidder was contacted and is anticipated to meet the qualifications required by the Tacoma Power company (TPU) to install streetlights on the existing TPU poles.

The construction contract with a ten percent construction contingency is \$127,363.74 or 15% less than the Engineers Estimate. Design costs for the project team were \$18,200. Construction administration costs are expected to be \$15,000.

It is anticipated the project expenditures will be \$160,600.

Project Name: 2021 Streetlight Installation Project (#8052956)

Owner: Lakewood WA, City of

Project No. 302.0002

Bid Open: 11/02/2021 02:00 PM PDT

BID TABULATIONS

Note: We hereby certify that these tabulated bids represent all bids received and that the additions of all prices shown have been checked and corrected.

						Engineer Estimate		Diversified Holdings NW		Cannon Constructors, LLC		Colvico Inc.		Transportation Systems, Inc	
Section Title	Line Item	Item Code	Item Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Force Account							\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00
	1	1-04.4	Minor Change	FA	10000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
	2	1-07.6	Tacoma Power Fees	FA	5000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
Bid Schedule							\$135,000.00		\$62,712.55		\$100,785.22		\$124,860.00		\$130,000.00
	3	1-07.6	Contractor Administration for TPU Permits	LS	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$9,015.96	\$9,015.96	\$11,660.00	\$11,660.00	\$5,000.00	\$5,000.00
	4	8-20.5	Lump Sum Bid for all Work	LS	1	\$133,000.00	\$133,000.00	\$62,212.55	\$62,212.55	\$91,769.26	\$91,769.26	\$113,200.00	\$113,200.00	\$125,000.00	\$125,000.00
Base Bid Total:						\$150,000.00		\$77,712.55		\$115,785.22		\$139,860.00		\$145,000.00	



REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: Motion authorizing execution of an Interlocal Agreement with the City of University Place and the City of Tacoma for Preliminary Design of Lakewood Drive at 74 th St W.	TYPE OF ACTION:
December 6, 2021		— ORDINANCE
		— RESOLUTION
REVIEW:	ATTACHMENTS:	
November 15, 2021	Vicinity Map Interlocal Agreement	<u>X</u> MOTION #2021-94
		— OTHER

SUBMITTED BY: Paul A. Bucich, P.E., Public Works Engineering Director/City Engineer.

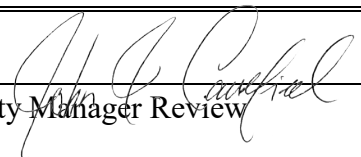
RECOMMENDATION: It is recommended that the City Council authorize execution of an Interlocal Agreement with the Cities of University Place and Tacoma for the preliminary design of Lakewood Drive from the intersection at 74th St W north to the City limits.

DISCUSSION: Lakewood Drive/Orchard Street is one of the major arterials connecting adjoining jurisdictions with each having a piece of ROW ownership. A joint project is appropriate due to the disparate responsibilities across the corridor and a joint project would be viewed favorably by funding agencies increasing the likelihood of a successful application to improve the corridor.

ALTERNATIVE(S): The only alternative is to not execute the agreement and continue to pursue a grant application independently. The potential for a successful application is not high.

FISCAL IMPACT: This Interlocal Agreement will have a fiscal impact of \$8,500 and will be budgeted in the Transportation budget in 2022.

Paul A. Bucich, P.E.
Prepared by


City Manager Review

Paul A. Bucich, P.E.
Department Director

**INTERLOCAL AGREEMENT FOR DESIGN OF ORCHARD STREET/LAKEWOOD
DRIVE (South 56th Street to South 74th Street)**

**BETWEEN THE CITY OF TACOMA, THE CITY OF UNIVERSITY PLACE AND THE
CITY OF LAKEWOOD**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of _____, 2021, by and between the City of Tacoma, a Washington municipal corporation, herein known as "Tacoma," and the City of University Place, a Washington municipal corporation, herein known as "University Place," and the City of Lakewood, a Washington municipal corporation, herein known as "Lakewood" (collectively referred to herein as the "Parties").

WHEREAS, Orchard Street/Lakewood Drive serves as a major arterial providing vital mobility to Tacoma, University Place and Lakewood; and

WHEREAS, the Parties plan to complete 30% design of the roadway and pedestrian improvements to the S Orchard Street/Lakewood Drive corridor between S 56th Street and S 74th Street with the intent of identifying a phased approach for the remainder of design and identification of right-of-way needs for this project,

WHEREAS, the Parties plan on submitting future joint application(s) for federal or state funding for phased improvements to the S Orchard Street/Lakewood Drive corridor,

WHEREAS, the Parties agree to share design costs with each party responsible for actual design costs in their jurisdiction with Tacoma responsible for design costs for the portion of the project currently owned by Pierce County and planned for annexation by Tacoma in 2021/2022,

WHEREAS, each agency is currently qualified as a Certified Acceptance Agency (CA) under agreement with the Washington State Department of Transportation; and

WHEREAS, Chapter 39.34 of the Revised Code of Washington allows local governments to enter into interlocal agreements to make most efficient use of their powers by enabling them to work with other local jurisdictions on a mutually advantageous basis.

NOW, THEREFORE, pursuant to Chapter 39.34 RW, and in consideration of the mutual benefits and covenants described herein, Tacoma, University Place, and

Lakewood agree to cooperate in the 30% design of S Orchard Street/Lakewood Drive corridor between S 56th Street and S 74th Street as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. PURPOSE AND GOALS

The purpose of this Agreement is to establish roles and responsibilities of each party to this Agreement, including but not limited to administration of the 30% design, billing and payment of design costs, and project administration.

The goals are to: (1) complete 30% design of the improvements to S Orchard Street/Lakewood Drive corridor to include pavement overlay, applicable retaining walls, utility adjustments, curbs, sidewalks, ADA crossing improvements, street lighting, signals, landscaping, and other roadway and pedestrian related amenities; (2) produce plans and a cost estimate that informs future project phasing and grant applications; and (3) to achieve maximum cost savings for the benefit of the public.

3. PROJECT AREA

The project area includes rights of way for improvements on S Orchard Street/Lakewood Drive corridor between S 56th Street in Tacoma and S 74th Street in Lakewood ("Project").

4. ALLOCATION OF FUNDS

Under this Agreement, each Party will be responsible for actual design costs in their jurisdiction with Tacoma responsible for design costs for the portion of the project currently owned by Pierce County and planned for annexation by Tacoma in 2021/2022.

5. TACOMA RESPONSIBILITIES

A. Project Lead. Tacoma shall take the lead role in coordinating the 30% design, including: (1) contract initiation and administration for survey of the project limits; (2) completion of project design to the 30% level; (3) coordination with University Place and Lakewood on Project design elements; (4) phasing recommendations for the corridor final design and construction; (5) preparation of cost estimates for completion of the Project (6) identification of right-of way needs for each jurisdiction; (7) scheduling and coordinating monthly Project team meetings; (8) project management and administration; (9) invoicing University Place and Lakewood for their portions of the Project work.

B. Design. Tacoma shall be responsible for managing and completing 30% design of the proposed improvements within the Project limits.

C. Funding. Tacoma shall fund the cost of the 30% design within Tacoma and the portion of the project currently owned by Pierce County and planned for annexation by Tacoma in 2021/2022.

The estimated cost for 30% preliminary design of the project is \$80,567. Tacoma's estimated cost is \$61,728.69. Exhibit A provides a detailed breakdown of cost for each jurisdiction based on proportionate share of length in each jurisdiction to the overall project length. Actual costs shall be based on the percentages included in Exhibit A for each jurisdiction.

6. UNIVERSITY PLACE RESPONSIBILITIES

A. Assist in Administration. University Place shall assign at least one (1) representative to represent University Place's interests and verify that the Project proceeds in accordance with this Agreement and state and federal requirements. When required and as applicable, University Place's representative(s) shall: (1) participate in Project team meetings; (2) provide written recommendations and comments on the Project design and phasing; (3) coordination with Tacoma and Lakewood on Project design elements; (4) assist with Project success monitoring; (5) manage contract administration for its portion of the Project; and (6) maintain its Project records as required by state and federal auditing requirements and local engineering standards.

B. Design. University Place shall be responsible for the design review and approval of improvements within the City of University Place.

C. Funding. University Place shall fund the cost of the 30% design within the City of University Place.

The estimated cost for 30% preliminary design of the project is \$80,567. University Place's estimated cost is \$10,339.43. Exhibit A provides a detailed breakdown of cost for each jurisdiction based on proportionate share of length in each jurisdiction to the overall project length. Actual costs shall be based on the percentages included in Exhibit A for each jurisdiction.

D. Reimbursement to Tacoma. University Place shall pay to Tacoma all costs incurred by Tacoma during completion of the Project and invoiced to University Place on a monthly basis by Tacoma within thirty (30) days of receipt of an invoice.

E. Notice to Tacoma. University Place shall promptly notify Tacoma of any issues it feels are inconsistent with the design intent or this Agreement. University Place shall work cooperatively with Tacoma to resolve design issues to the mutual satisfaction of both parties if reasonably practicable.

7. LAKEWOOD RESPONSIBILITIES

A. Assist in Administration. Lakewood shall assign at least one (1) representative to represent Lakewood's interests and verify that the Project proceeds in accordance with this Agreement and state and federal requirements. When required and as applicable, Lakewood's representative(s) shall: (1) participate in Project team meetings; (2) provide written recommendations and comments on the Project design and phasing; (3) coordination with University Place and Tacoma on Project design elements; (4) assist with Project success monitoring; (5) manage contract administration for its portion of the Project; and (6) maintain its Project records as required by state and federal auditing requirements and local engineering requirements.

B. Design. Lakewood shall be responsible for the design review and approval of improvements within the City of Lakewood.

C. Funding. Lakewood shall fund the cost of the 30% design within the City of Lakewood.

The estimated cost for 30% preliminary design of the project is \$80,567. Lakewood's estimated cost is \$8,498.88. Exhibit A provides a detailed breakdown of cost for each jurisdiction based on proportionate share of length in each jurisdiction to the overall project length. Actual costs shall be based on the percentages included in Exhibit A for each jurisdiction.

D. Reimbursement to Tacoma. Lakewood shall pay to Tacoma all costs incurred by Tacoma during completion of the Project and invoiced to Lakewood on a monthly basis by Tacoma within thirty (30) days of receipt of an invoice.

E. Notice to Tacoma. Lakewood shall promptly notify Tacoma of any issues it feels are inconsistent with the design intent or this Agreement. Lakewood shall work cooperatively with Tacoma to resolve design issues to the mutual satisfaction of both parties if reasonably practicable.

8. PLANS

30% design plans shall adhere to applicable standards of the representative jurisdiction, as well as state and federal requirements.

9. DURATION OF AGREEMENT AND TERMINATION

This Agreement shall continue until final completion of the Project, at which time it shall terminate. If Parties mutually agree, this Agreement may be amended to incorporate additional work.

10. HOLD HARMLESS AND INDEMNITY AGREEMENT

A. Each party (the Indemnitor) agrees to defend, indemnify and save harmless each other (the Indemnitees), their board or council members, officers, agents 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 for damages, penalties, or other relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties, and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit, or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each Party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each Party'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.

11. NO THIRD PARTY BENEFICIARY

Tacoma, by this Agreement, does not assume any contractual obligations to any person or entity other than University Place or Lakewood. University Place, by this Agreement, does not assume any contractual obligations to any person or entity other than Tacoma or Lakewood. Lakewood, by this Agreement, does not assume any contractual obligations to any person or entity other than Tacoma or University Place. There is no third party beneficiary to the Agreement.

12. NO SEPARATE ENTITY CREATED

This Agreement does not create any separate legal or administrative entity. This Agreement shall be administered by the City Engineer for Tacoma, the Director of Engineering and Capital Projects for University Place, and Public Works Engineering Director for Lakewood. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.

13. NON-DISCRIMINATION

The Parties agree to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The Parties shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap.

14. ASSIGNMENT

Neither Party 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.

15. NOTICE

All notices or communications under this Agreement shall be in writing and effective (i) when delivered in person or via overnight courier to the other Party; (ii) on the second business day following the date of mailing by regular or certified U.S. Mail, postage prepaid to the other Party at its address set forth below; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile number set forth below. The addresses for notices may be modified by either Party only by written notice delivered in conformance with this Section.

CITY OF TACOMA

ATTN: Kurtis Kingsolver, P.E.
Public Works Director/City Engineer
747 Market Street
Tacoma, WA 98402
Phone: 253-591-5269
Email: kkingsol@cityoftacoma.org

CITY OF UNIVERSITY PLACE

ATTN: Jack Ecklund, P.E.
Director of Engineering and Capital Projects
3715 Bridgeport Way W.
University Place, WA 98466
Phone: 253.686.3066
Email: jecklund@cityofup.com

CITY OF LAKEWOOD

ATTN: Paul A. Bucich, P.E.
Public Works Engineering Director/City Engineer
6000 Main Street SW
Lakewood, WA 98499-5027
Phone: 253-983-7737
Email: PBucich@cityoflakewood.us

16. WAIVER

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

17. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

18. MODIFICATION

Provisions within this Agreement may be modified upon the mutual written consent of the Parties hereto.

19. FILING

After execution of the Agreement, all Parties shall file copies of this Agreement with their respective City Clerk, together with resolutions of the Tacoma City Council, University Place City Council, and Lakewood City Council approving and ratifying this Agreement.

20. SEVERABILITY

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, 2021.

CITY OF TACOMA

By _____

City Manager

CITY OF UNIVERSITY PLACE

By _____

City Manager

CITY OF LAKEWOOD

By _____

City Manager

Approved as to form:

By _____

Steve Victor
City Attorney

Approved as to form:

By _____

City Attorney

Attest:

Doris Sorum
City Clerk

Attest:

City Clerk

Approved as to form:

By _____

City Attorney

Attest:

City Clerk

Joint Project with Tacoma & UP
Lakewood Dr. at Custer/74th (South End) to South Orchard at Cirque Dr/56th St.

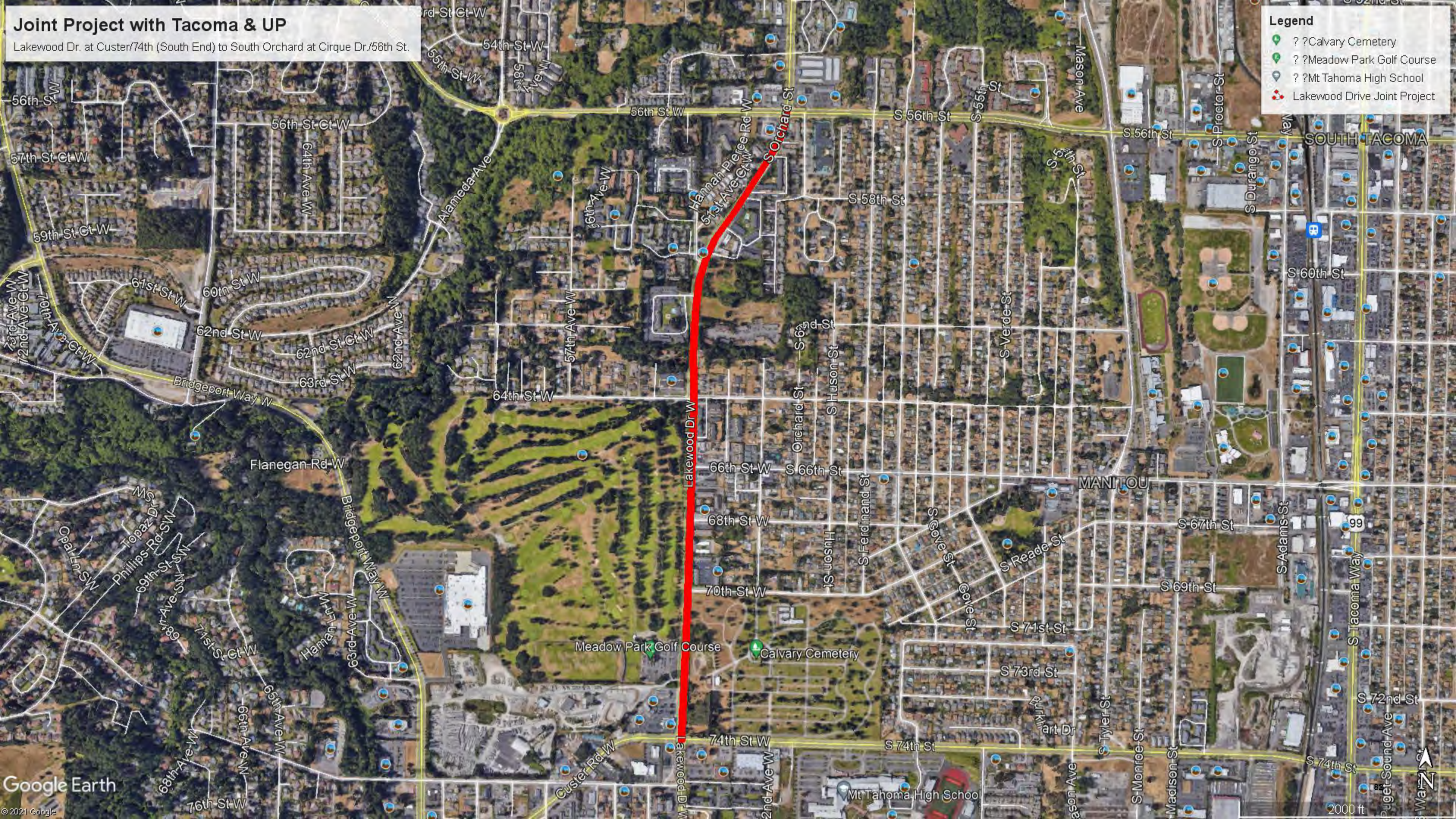
Legend

 ? ?Calvary Cemetery

 ? ?Meadow Park Golf Course

 ? ?Mt Tahoma High School

 Lakewood Drive Joint Project



REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 6, 2021	TITLE: Authorizing the execution of an agreement with the City of Puyallup for jail services.	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2021-95 — OTHER
REVIEW:	ATTACHMENTS: Interagency Agreement	

SUBMITTED BY: Mike Zaro, Chief of Police

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute an interagency agreement with the City of Puyallup for jail services.

DISCUSSION: The City wishes to designate the Puyallup jail as an option for a place of confinement for inmates from the City of Lakewood. The agreement is for a one year term with the option to be automatically renewed for successive one-year terms. This agreement does not commit us to using the Puyallup jail, only secures them as an option if needed.

ALTERNATIVE(S): The City could deny approval of the interlocal agreement.

FISCAL IMPACT: The daily rate to house an inmate is \$158.58 and the administrative booking fee is \$62.00 per individual

Mike Zaro, Chief of Police

Prepared by

Department Director

City Manager Review

**INTERAGENCY AGREEMENT BETWEEN THE CITY OF PUYALLUP,
WASHINGTON AND CITY OF LAKEWOOD, WASHINGTON, FOR THE
HOUSING OF INMATES IN THE PUYALLUP CITY JAIL**

This agreement is between the City of Puyallup, a municipal corporation of the State of Washington (hereinafter "Puyallup") and the City of Lakewood, a municipal corporation of the State of Washington (hereinafter "Lakewood").

Recitals

WHEREAS, RCW 39.34 and RCW 70.48, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter agreements with each other for providing jail services; and

WHEREAS, Lakewood wishes to designate the Puyallup Jail as a place of confinement for inmates from the City of Lakewood; and

WHEREAS, in an effort to streamline administrative procedures and ensure that the daily rate of \$158.28 to house inmates at Puyallup's jail is consistent with the current operating costs, it is necessary to enter into an updated interagency agreement; and

WHEREAS, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

Agreement

1. **GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the applicable laws and administrative rules and regulations of the State of Washington shall control. Any actions, suit, or judicial or administrative proceeding for the enforcement of this agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in Pierce County.

2. **EFFECTIVE DATE**

This Agreement shall commence on _____ and terminate one year from this date. The Agreement will be automatically renewed for successive one-year terms unless terminated by either party pursuant to section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated at any time by written notice from either party to the other party delivered by regular mail to the contact person identified in §4, provided that termination shall become effective ninety (90) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said ninety (90) days, Lakewood agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Lakewood shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Lakewood retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, §24 Indemnity, shall remain in force until such time as all inmates from Lakewood have been retaken.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Puyallup: Chief of Police
Puyallup Police Department
311 W Pioneer
Puyallup, WA 98371

Contact: Chief of Police
9401 Lakewood Drive
Lakewood, WA 98499

5. COMPENSATION

a) Bed Rate. In consideration of Puyallup's commitment to house Lakewood inmates, Lakewood shall pay Puyallup one hundred fifty-eight dollars and 28/100 (\$158.28) per day for each inmate housed.

b) Administrative Booking Rate. Puyallup will authorize Lakewood Police Officers to transport misdemeanor level suspects to its jail for administrative booking. Administrative booking shall include booking suspects into the jail pursuant to Puyallup Jail policies and standard operating procedures and detaining those suspects until booking information, including fingerprints and photographs, are obtained. Following the booking process, suspects shall be transported by Lakewood Officers back to the City of Lakewood where they will be released. As compensation for the administrative booking services, Lakewood shall pay Puyallup sixty-two dollars (\$62.00) for each administratively booked individual. Any other costs associated with the administrative booking process shall be the sole responsibility of the City of Puyallup.

c) Bed Rate and Administrative Booking Rate will be increased at a rate of 100% of the Seattle-Tacoma-Bellevue CPI-U first half index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise

negotiated and agreed by the parties. (For example, the 2022 Seattle-Tacoma-Bellevue CPI-U first half index will set the amount of the January 1, 2023 increase to Bed Rate and Administrative Booking Rate.).

d) Billing and Payment. Puyallup agrees to provide Lakewood with an itemized bill listing all names of inmates who are administratively booked or housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Puyallup agrees to provide said bill by the last day of each following month. Lakewood agrees to make payment to Puyallup within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

Puyallup agrees to provide jail services or administrative booking for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Lakewood's jurisdiction.

7. BOOKING

Inmates shall be booked pursuant Puyallup's booking policies and procedures. Inmates transported by Lakewood Officers that are not acceptable at booking, will be the responsibility of the Lakewood Officers to transport back to the City of Lakewood.

Pursuant to RCW 70.48.130, and as part of the booking procedure, Puyallup shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the inmate is entitled. The information is to be used for third party billing.

8. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Puyallup to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Puyallup, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Puyallup shall provide facilities for consultation and communication between inmates and their legal counsel. It shall also be the responsibility of Puyallup to calculate "good time" accrued in and subsequent release of the inmate in accordance with the Puyallup's standard practice and procedure. Lakewood agrees to be bound by Puyallup's standard practice and procedures related to inmates housed in the Puyallup Jail.

9. RIGHT TO REFUSAL

To the greatest extent permitted by law, Puyallup shall have the right to refuse to accept Lakewood inmates or to return a Lakewood inmate to the City of Lakewood if in the judgment

of Puyallup, the inmate has a current illness or injury which may adversely affect the operations of the Puyallup Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves. Further, Puyallup may refuse to accept an inmate if the jail is at or near capacity or if in the judgement of Puyallup that accepting an inmate may create a risk to the safety of persons or property.

10. RETAKE OF INMATES

Upon request from Puyallup, Lakewood shall, at its expense, retake any Lakewood inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Lakewood inmate is terminated for any reason, Lakewood, shall, at its expense, retake such inmate from Puyallup.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Lakewood law enforcement officers placing Lakewood misdemeanants in the Puyallup Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgment and sentence, to the Puyallup Jail upon booking of an inmate. Lakewood is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. NON-ASSIGNABILITY.

This Agreement may not be assigned by either party.

13. TRANSPORTATION

Lakewood inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Lakewood and shall be returned, if necessary, to the City Lakewood by Lakewood personnel and at Lakewood's expense. Puyallup is not responsible for transportation of Lakewood inmates under this Agreement and shall be reimbursed by Lakewood for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Puyallup becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$55.00 per hour.

14. RECORDS AND REPORTS

(a) Lakewood shall forward to Puyallup before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Puyallup shall keep all necessary and pertinent records concerning such inmates incarcerated in Puyallup Jail. During an inmate's confinement in Puyallup, Lakewood shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

15. MEDICAL TREATMENT

(a) Inmates shall receive medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Puyallup Jail. Puyallup shall provide for routine minor medical services in the Puyallup Jail. Examples of medical services which may be provided in the Puyallup Jail but which are not routine, and for which Lakewood shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Lakewood shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of a Lakewood prisoner including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provided to Lakewood inmates.

(b) An adequate record of all such services shall be kept by Puyallup in accordance with HIPAA regulations for Lakewood's review at its request. Any medical or dental services of major consequence shall be reported to Lakewood as soon as time permits.

(c) Lakewood shall be responsible for any and all costs incurred by or on behalf of a Lakewood prisoner regarding hospitalization. If necessary, Lakewood shall reimburse Puyallup dollar for dollar any amount expended or cost incurred by Puyallup in providing the same; provided that, except in emergencies, Lakewood will be notified by contacting a duty Sergeant at the Lakewood Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Lakewood from retaking the ill or injured inmate. In the event a Lakewood inmate is taken by emergency to a hospital, Puyallup shall notify Lakewood as soon as practicable following emergency transport. Lakewood is responsible for providing security during any period of hospitalization.

16. DISCIPLINE

Puyallup shall have physical control over and power to exercise disciplinary authority over all inmates of Lakewood. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

17. STANDARD OF RELEASE

Lakewood shall adopt Administrative Order No. 2013-01 Puyallup Municipal Court Standards of Release.

18. VIDEO ARRAIGNMENT

Upon request, Puyallup will provide video arraignment services at the rate of \$55.00 per hours with a (4) four-hour minimum charge.

19. REMOVAL FROM THE JAIL

An inmate from Lakewood legally confined in Puyallup shall not be removed from there by any person except:

- a) When requested by Lakewood Police Department in writing authorizing such

- release; or
- b) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- c) For appearance in the court in which a Lakewood inmate is charged; or
- d) In compliance with a Writ of Habeas Corpus; or
- e) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- f) For other scheduled court appearances, including those for which they are not being held, or
- g) Upon the execution of the Standards of Release Administrative Order No. 2013-01, or
- h) For medical care (see §15) and court ordered evaluations.

20. ESCAPES

In the event any Lakewood inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Lakewood. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connection therewith shall be chargeable to and borne by Puyallup, however, Puyallup shall not be required to expend unreasonable amounts to pursue escaped inmates beyond its jurisdiction.

21. DEATH OF AN INMATE

a) In the event of the death of a Lakewood inmate, Puyallup shall notify the Pierce County Medical Examiner. Lakewood shall receive copies of any records made at or in connection with such notification, unless prohibited by law or court order. Reasonable copying costs for such copies shall be borne by Lakewood.

b) Puyallup shall immediately notify Lakewood of the death of a Lakewood inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Lakewood with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Lakewood. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

22. DISPUTE BETWEEN LAKEWOOD AND PUYALLUP

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Lakewood and Puyallup, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or

upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

23. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

24. HOLD HARMLESS AND INDEMNIFICATION

a) Puyallup shall indemnify and hold harmless Lakewood and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages, including reasonable attorney fees, of any nature whatsoever, by reason of or arising out of any act or omission of Puyallup, its officers, agents, officials, employees and volunteers, provided said claim does not arise out of or in any way result from any intentional, willful or negligent act or omission on the part of Lakewood or any officer, agent or employee thereof.

b) Lakewood shall indemnify and hold harmless Puyallup and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of Lakewood, its officers, agents, officials, employees and volunteers, in arresting, detaining, charging, or transporting persons before presentment to and acceptance by Puyallup Jail or thereafter while said person (i.e. inmate) are in the custody of Lakewood outside Puyallup Jail.

c) Puyallup and Lakewood hereby waive, as to each other only, their immunity from suit under industrial insurance, title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

d) The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

25. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Puyallup is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of

Lakewood for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim or career service or civil service rights, which may accrue to employees of Lakewood or Puyallup under any applicable law, rule or regulation.

26. PRISON RAPE ELIMINATION ACT

Puyallup acknowledges and is working toward compliance of the Prison Rape Elimination Act regarding custodial sexual misconduct.

27. MISCELLANEOUS

Concurrent Original. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.

No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

28. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

29. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF PUYALLUP:

By: Steve Kirklie
Its: City Manager
Date:_____

ATTEST:

By: Brenda Fritsvold
Its: City Clerk
Date:_____

APPROVED AS TO FORM:

By: Shawn Arthur
Its: Deputy City Attorney
Date:_____

CITY OF LAKEWOOD:

By: John J. Caulfield
Its: City Manager
Date:_____

ATTEST:

By: Briana Schumacher
Its: City Clerk
Date:_____

APPROVED AS TO FORM:

By: Heidi Ann Wachter
Its: City Attorney
Date:_____

1 PUYALLUP MUNICIPAL COURT, IN AND FOR THE COUNTY OF PIERCE,
2 STATE OF WASHINGTON
3
4

5 ADMINISTRATIVE ORDER
6 No. 2013-01

7 PUYALLUP MUNICIPAL COURT
8 STANDARDS OF RELEASE
9

10 THIS MATTER having come before the Court on the Court's own
11 motion due to an identified need to establish policy and
12 standards regarding bail and release:

13 IT IS HEREBY ORDERED as follows:

14 1. GENERAL PROVISIONS

15 1.1. Medical Emergency:

16 1.1.1. A "medical emergency" is defined as a situation
17 involving life or death consequences; a substantial
18 likelihood of severe physical harm being done to a
19 Defendant unless emergency medical treatment is
immediately obtained; or a highly contagious medical
condition that poses a substantial likelihood of severe
physical harm to other inmates if transmitted.

20 1.1.2. A Defendant held on a commitment, on bail, on a pre-
21 trial non-bailable hold, or on a bench warrant may be
22 granted temporary release (TR) by the City of Puyallup
23 Jail (hereinafter referred to as "Jail") to a hospital
24 or mental health facility if a bona fide medical
25 emergency exists. The Jail shall whenever possible make
arrangements to transport the Defendant back to custody
following the conclusion of medical treatment/services.
If transportation back to the jail is not feasible or
the medical condition is such that the Jail is unable to
provide appropriate care for the Defendant after he or

1 she is treated, the Jail may either provide the
2 Defendant with a due date/time wherein the Defendant
3 shall surrender himself/herself back to the Jail or
4 provide the Defendant with a notice to appear for a
5 hearing before the Court. Notice for a hearing shall be
6 for the next Monday, Wednesday, or Friday the Court is
7 open with the time noted as 2:00 p.m. and shall be
8 signed by the Defendant (unless he or she is medically
9 unable to sign).

10 1.1.3. Any Defendant granted a TR for a medical emergency
11 should be listed on the court list with a notation that
12 he or she was given a medical TR. If the Defendant was
13 given a notice to appear for a hearing, a copy of the
14 notice given is to be provided to the Court with the
15 court list. Any Defendant required to appear in court
16 or to return to the Jail following medical treatment who
17 fails to do so is subject to a bench warrant. The Jail
18 officers shall immediately notify the Court staff of a
19 Defendant's failure to return to the Jail as directed.

12 1.2. Overcrowding Emergency:

13 1.2.1. An "overcrowding emergency" is defined as a
14 situation where the Jail Lieutenant, or his designee,
15 determines that an emergency exists due to inmate
16 population exceeding the reasonable maximum capacity of
17 the City of Puyallup Jail.

18 1.2.2. In the event of an overcrowding emergency, the Jail
19 Lieutenant may order that inmates who, in the judgment
20 of the corrections staff, represent the least threat to
21 the safety of the public and are within 3 days of
22 scheduled release to be released early; PROVIDED
23 HOWEVER, inmates serving a commitment on the following
24 charges shall not be considered for early release by
25 corrections staff: Domestic Violence related offenses;
Stalking; DUI or Physical Control of a Motor Vehicle
While Under the Influence; or DWLS 1st Degree.

26 1.2.3. In the event of an overcrowding emergency, the Jail
27 Lieutenant may order that inmates who, in the judgment
28 of the corrections staff, represent the least threat to
29 the safety of the public be granted furlough for a set
30 period of time and ordered to return to the Jail to
31 serve the balance of their jail at a later date;

1 PROVIDED HOWEVER, inmates serving a commitment on the
2 following charges shall not be considered for furlough:
3 Domestic Violence related offenses; Stalking; DUI or
4 Physical Control of a Motor Vehicle While Under the
5 Influence; or DWLS 1st Degree.

6
7 1.2.4 Nothing in this section prevents or prohibits the Jail
8 Lieutenant or his designee from the following actions:

9 1.2.3.1 Contacting the prosecutor or defense counsel
10 with a request that a motion be filed with the
11 court seeking early release of an inmate,
12 modification of an inmate's commitment, or
13 modification of the inmate's bail or other
14 conditions of release in order to reduce the
15 number of inmates in the City of Puyallup Jail.
16 Upon receipt of such motion, the Court shall
17 determine if the matter will be set for hearing,
18 and if set, if said motion will be granted.

19 1.2.3.2 Entering into temporary agreements with other
20 jails or correctional facilities to house City
21 of Puyallup inmates.

22 1.3 Natural Disaster or Other Emergency:

23 1.3.1 A "Natural Disaster or Other Emergency" (hereinafter
24 referred to as "Disaster Emergency") is defined as a
25 situation where the Jail Lieutenant, or his
designee, determines that an emergency exists such
that the health, safety or welfare of the inmates
would be at risk if they remained confined in the
City of Puyallup Jail.

1.3.2 In the event of a Disaster Emergency, the Jail
Lieutenant may order the immediate release of
inmates; PROVIDED HOWEVER, the corrections staff
shall first attempt to provide notice to the Judge
of the Municipal Court.

1.3.3 Prior to release, the Jail shall consider whether
release of a Defendant poses great danger to the
public or the victim(s) of the defendant's crime(s).
If a Defendant poses a significant risk to the
public or victim, the Jail shall make every

reasonable effort to acquire alternate custodial housing for said Defendant.

1.3.4 Those inmates released due to a Disaster Emergency shall either be given notice to return to the jail on a date specified by corrections staff, or if the length of the inhabitability of the Jail is in question, inmates shall be given notice to appear at the Puyallup Municipal Court at 2:00 p.m. the next Monday, Wednesday, or Friday the Court is open. Said notice shall contain the Court's public phone number. If the disaster causing release of inmates also causes closure of the Court, the Defendants are to call the Court's public phone number, check the Court's webpage, or check the Washington Court's website for Emergency Closure information daily to determine the next day and location the Puyallup Municipal Court will be open.

1.3.5 As soon as the Disaster Emergency permits, the corrections staff shall provide the Court with a list of all individuals released along with the residential and/or mailing address provided by the inmate. The Jail shall also provide the Court with a list of any inmates transferred to an alternate corrections facility.

2. STANDARDS OF RELEASE BY CHARGE TYPE

2.1 Domestic Violence Related Offenses:

2.1.1 A "Domestic Violence Related Offense" includes, but is not limited to the following criminal charges:

Assault - DV
Criminal Trespass - DV
Harassment - DV
Telephone Harassment - DV
Malicious Mischief - DV
Stalking - DV
Theft - DV
Violation of a No Contact Order
Violation of Order for Protection.

2.1.2 Absent a Medical Emergency as defined in section 1.1 above, a Defendant booked and charged with a

Domestic Violence Related Offense SHALL be held in NON-BAILABLE status pending hearing the next regularly scheduled in-custody court session following booking. The Defendant shall be issued a Pre-Arrestment No Contact Order prohibiting the arrested person from having contact with the protected person or persons.

2.1.3 A Defendant booked on a Domestic Violence Related Offense and temporarily released due to a Medical Emergency SHALL be provided a notice to appear in court. Notice for a hearing SHALL be for the next Monday, Wednesday, or Friday the Court is open with the time noted as 2:00 p.m. and shall be signed by the Defendant (unless he or she is medically unable to sign).

2.2 Driving Under the Influence/Physical Control

2.2.1 Absent a Medical Emergency as defined in section 1.1 above, a Defendant booked into the Jail and charged with Driving Under the Influence (DUI) or Physical Control of a Motor Vehicle While Under the Influence (Physical Control) SHALL be held on \$1,000.00 cash bail or bond pending hearing the next regularly scheduled in-custody court session following booking.

2.2.2 A Defendant booked on a charge of DUI or Physical Control and temporarily released due to a Medical Emergency SHALL be provided a notice to appear in court. Notice for a hearing SHALL be for the next Monday, Wednesday, or Friday the Court is open with the time noted as 2:00 p.m. and shall be signed by the Defendant (unless he or she is medically unable to sign).

2.2.3 In all cases where mandatory arrest is required by statute, the Defendant may not be "administratively booked." A Defendant subject to mandatory arrest is to be booked into the Jail and held as set forth in section 2.2.1 above.

2.3 All other "new" offenses

2.3.1 Defendants booked into the City of Puyallup Jail and charged with one or more new charges, other than

those specified herein above, may be released on personal recognizance (PR) at the discretion of the Jail staff if the person does not pose a risk to the public or victim; PROVIDED HOWEVER, the Defendant DOES NOT have an active Bench Warrant anywhere in the State of Washington.

2.3.2 If not released on PR, a Defendant booked on a new charge (or charges) may be released by posting FIVE HUNDRED DOLLARS (\$500.00) cash bail or bond on any misdemeanor or ONE THOUSAND DOLLARS (\$1,000.00) cash bail or bond on any gross misdemeanor charge.

2.3.2.1 A Defendant released under either section above must fill out a PR Form noting his/her current residence;

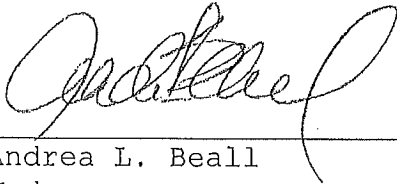
2.3.2.2 The PR Form SHALL set forth an out of custody arraignment date and time for the Defendant to appear in the Court AND the Defendant shall be given a copy of the form.

2.3.2.3 Any PR Form provided to a Defendant shall also be filed with the Court.

2.4 Booking on a Bench Warrant

2.4.2 Absent a Medical Emergency as defined in section 1.1, a defendant booked on a bench warrant issued by the Puyallup Municipal Court SHALL NOT be given a PR release without the specific authorization of the Puyallup Municipal Judge or assigned Judge Pro-Tem.

AS ORDERED this 17 day of October, 2013.


Andrea L. Beall
Judge

REQUEST FOR COUNCIL ACTION

**DATE ACTION IS
REQUESTED:**

December 6, 2021

TITLE: Donation Acceptance
Virginia Mason Franciscan
Health

TYPE OF ACTION:

— ORDINANCE NO.

— RESOLUTION NO.

— MOTION NO. 2021- 96

— OTHER

REVIEW:

December 6, 2021

ATTACHMENTS:

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

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to accept a \$17,500 sponsorship from Virginia Mason.

DISCUSSION: Lakewood Municipal Code (LMC) 1.51 requires Council approval for donations over \$5,000. Virginia Mason Franciscan Health has offered the City a total of \$17,500 in sponsorships for 2022. We plan to use the funds to support a number of City projects and events, to include:

- **Lakewoods Farmers Market:** \$7,500 is to provide market healthy bucks for youth as well as advertising and that market totes.
- **SummerFEST:** \$7,500 to sponsor SummerFEST advertising, promotional materials, and professional services costs.
- **MLK Video:** \$2,500 to help offset the costs of producing the video.

ALTERNATIVE(S): The City could not accept the donation and either cover the cost of these event costs with city generated funds or reduce the amount of advertising, promotional materials and entertainment at the City events.

FISCAL IMPACT: \$17,500 revenue offset to City General Fund. Budget will be updated at 20220 mid year budget adjustment.

Mary Dodsworth

Prepared by

Mary Dodsworth

Department Director

City Manager Review



Date: November 15, 2021

RE: 2022 Lakewood Farmers Market and MLK Sponsorship

Dear Rhonda and Nici,

Thank you so much for meeting and agreeing to be the presenting sponsor of the Lakewood Farmers Market in the amount of \$7,500 for 2022. With your commitment to the "Healthy Bucks" program, \$3,000 of your sponsorship money go **directly back to the community** in the form of \$2 vouchers given to 1,500 children to buy fresh produce. We saw up to 5,000 shoppers in one day last year. It was so popular that the sales doubled over the previous year. Community members are loving the new date, time and location. Thank you for signing this letter of agreement and returning it to me. We will send an invoice at that point.

Date: Tuesdays June - August

Time: 2:00 – 7:00 pm

Location: Fort Steilacoom Park

Sponsorship Benefits:

- Logo in Spring/Summer Issue of Connections Magazine to 30,000 households and 3,000 businesses
- Logo on 7,000 canvas totes
- Logo on A-frames at entrance every market thanking our sponsors
- Logo on light pole banners (currently exist), placed in Towne Center
- Social media recognition on market posts
- Logo on 1,500 healthy bucks
- Recognition at public speaking events that promote the market
- Ability to speak on stage before the summer concerts and at our Saturday events at Colonial Plaza
- Free booth space at the colonial plaza events.
- Ability to have free booth at the market
- Logo on website
- Logo on poster and fliers

Thank you also for being the presenting sponsor of the 2022 MLK Video "The World Lives in Lakewood"

Sponsorship Benefits:

- Logo in Winter Issue of the Connections Magazine.
- Logo on video with tag line
- Thank you to CHI on all social media posts and paid ads

Thank you for this wonderful partnership! Please sign and return to me and we will invoice you.

Signature: _____

Date: 11/23/21

- Logo placed on SummerFEST fliers (20,000 to families in the local schools), in print advertisements in newspapers, posters (300 Posters distributed by a professional company in Pierce County and 200 in King County).
- Logo placed in Show Case Magazine June Eblast and Summer Issue with exposure to over 60,000 each.
- A thank you to VM as sponsor on paid Facebook ads and over 20 posts including the ten day count down. Reach is roughly 188,000 people!
- Logo printed on the cover of 2,000 passport to sports and art distributed at SummerFEST.
- 10 mentions in PA announcements by professional emcee during SummerFEST
- Logos (with link) on SummerFEST event website page.
- Four free convex signs with the wording "Presenting Sponsor" and your logo placed at the entrance to the event.

Thank you for signing this letter of agreement and returning to me.

Sincerely,

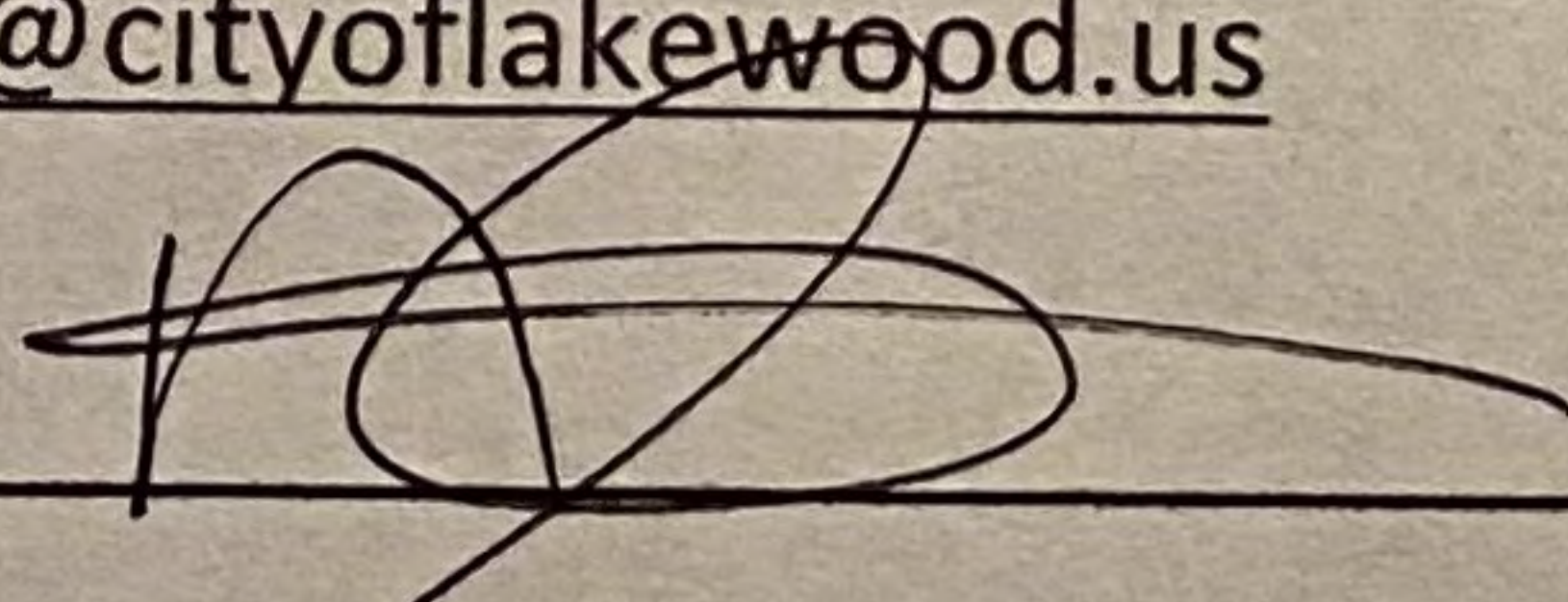
Sally Martinez

City of Lakewood

253.983.7758

smartinez@cityoflakewood.us

Signature



Date: 11/23/21

Print Name: Nici Feldhammer

Here are some sample ads.



Dear Rhonda and Nici,

Thank you for the continued partnership for SummerFEST. We would love for VM to be the presenting sponsor of SummerFEST 2022 in the amount of \$7,500. The crowd at SummerFEST has increased to over 45,000. *New this year* we are planning a week of sports and tournaments to include a grass volleyball tournament through Puget Sound Regional Volleyball that will reach 30,000 families. This fits with our goal of creating a healthy, vibrant community and a sports extravaganza that will engage people of all abilities.

Date: July 23, 2022

Place: Fort Steilacoom Park

Time: 11am -11pm

In return for the presenting sponsorship of \$7,500 CHI will receive the following exposure:

- Free booth at the event with exposure to 35,000 people the day of the event.
- VM name mentions 50x :30 second SummerFEST promotional ads on the radio (98.9, 92.5, 106.9, & KIXI 880.)
- Your logo on SummerFEST Commercial. CLICK Cable TV, will provide 30 second commercials where VM is highlighted as the presenting sponsor. 200 commercials were aired on 80 channels and in 150 mobile movie spots.
- Logo in South Sound Magazine, South Sound Business Magazine and 425 Magazine
- Logo in two (spring/summer) full page SummerFEST advertisement in City of Lakewood's Connections Magazine sent to 30,000 households & 3,000 businesses in Lakewood.
- Logo in an ad in the annual military welcome guide which goes to:
 - 11,000 military subscribers via email
 - 50,000 guaranteed impressions
 - Ten social media sites
 - All military events as handouts
 - 6,200 homes - direct mailed
 - 100's of racks & military locations across south sound
- Logo in ads in the Go section of the Tacoma News Tribune

- Logo placed on SummerFEST fliers (20,000 to families in the local schools), in print advertisements in newspapers, posters (300 Posters distributed by a professional company in Pierce County and 200 in King County).
- Logo placed in Show Case Magazine June Eblast and Summer Issue with exposure to over 60,000 each.
- A thank you to VM as sponsor on paid Facebook ads and over 20 posts including the ten day count down. Reach is roughly 188,000 people!
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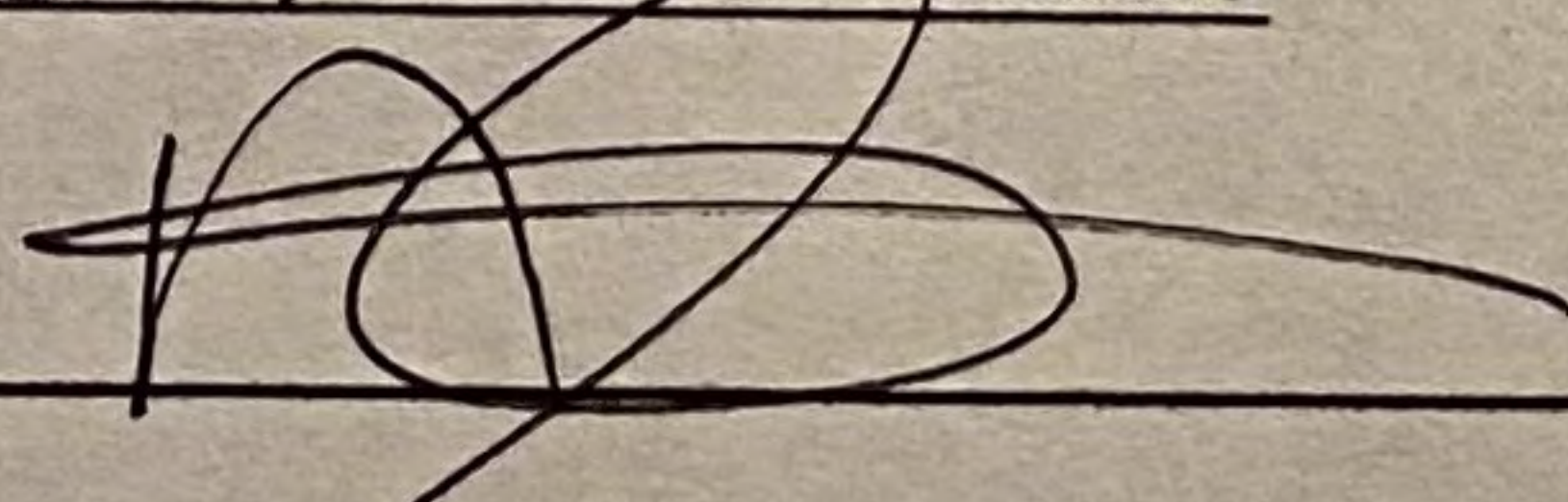
Sally Martinez

City of Lakewood

253.983.7758

smartinez@cityoflakewood.us

Signature



Date: 11/23/21

Print Name: Nici Feldhammer

Here are some sample ads.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

12/6/21

REVIEW:

TITLE: Authorization of acceptance of \$68,000 from the Washington State Office of Public Defense grant program for 2022-2023.

TYPE OF ACTION:

☐ ORDINANCE NO.

☐ RESOLUTION NO.

☒ MOTION NO. 2021-97

☐ OTHER

ATTACHMENTS:

Exhibit A: Letter of reward and agreement

SUBMITTED BY: Michael Vargas, Assistant to the City Manager

RECOMMENDATION: It is recommended that the City Council authorize the acceptance of OPD grant funds, totaling \$68,000, as the City Council has done in previous OPD grant cycles.

DISCUSSION: OPD grant funds are an integral funding source for ensuring effective and adequate public defense is provided by the City at the Lakewood Municipal Court. As in previous OPD grant cycles, OPD monies would be spent on public defense services such as the Mental Health Coordinator position and investigator services.

ALTERNATIVE(S): The City could not accept the OPD grant funds, in which case the City loses the right to access the awarded \$68,000 for 2022-2023.

FISCAL IMPACT: The City would have an additional \$68,000, to be distributed in equal parts in 2022 and 2023, for use on public defense services.

Michael Vargas

Prepared by

John Caulfield

Department Director


City Manager Review



Exhibit A

WASHINGTON STATE

OFFICE OF PUBLIC DEFENSE

(360) 586-3164

Email: opd@opd.wa.gov

Larry Jefferson, Director

FAX (360) 586-8165

November 1, 2021

Michael Vargas

Assistant to the City Manager/Policy Analyst

City of Lakewood

6000 Main St SW

Lakewood, WA 98499

Re: Chapter 10.101 RCW Application for Public Defense Grant Funds

Dear Mr. Vargas:

The Washington State Office of Public Defense (OPD) is pleased to announce the award of RCW 10.101.080 Public Defense Grant funds to the City of Lakewood. The award is \$68,000.00 for use in calendar years 2022 and 2023 for the following purpose(s):

- Reimbursement of training costs for public defense service providers
- Investigator and/or expert services
- Social worker services to assist public defense attorneys
- Interpreter services for attorney-client interviews and communications.

Enclosed is a Grant Agreement for your review and signature by an authorized representative of the City of Lakewood. The Agreement includes grant reporting templates required during the two-year grant cycle. The signed Grant Agreement should be returned to OPD by December 30, 2021 by postal mail or by email to Lindsey.Townsend@opd.wa.gov. (If the City requires an extension, please contact OPD.) A conformed copy will be sent to you for your records.

One half of the grant funds will be sent by postal mail to you in early January, and the second half will be sent in January 2023. The checks will be issued using State Vendor Number: **SWV0017611-00**. If you want the check mailed to a different person or office, please let us know. If the City of Lakewood uses state BARS coding, these grant funds should be received under BARS revenue code 334.01.2X.

Chapter 10.101 RCW requires cities awarded funds to demonstrate to OPD that they are either meeting the public defense standards referenced in RCW 10.101.030, or that the state funds are being used to make appreciable demonstrable improvements to public defense services. OPD's Public Defense Services Managers are available to assist the city and its public defense attorneys in implementing statutory and Supreme Court requirements. Please feel free to contact Katrin Johnson or George Yeannakis at (360) 586-3164 ext. 108 and 102 respectively.

Please note that because this is a two-year grant term, we have reporting requirements. All participating cities will be required to submit four grant reports. The first will be due on **June 1, 2022**, the second on **December 1, 2022**, the third on **June 1, 2023** and the fourth on **December 1, 2023**. Instructions and templates for each grant report can be found within the attached Grant Agreement. OPD will also send email reminders and electronic templates prior to the due dates.

We look forward to receiving the city's first report in June 2022, as well as visiting your program during the two-year grant period. Thank you for your commitment to improving public defense services.

Best regards,

Larry Jefferson

Director

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Grantee City of Lakewood 6000 Main St SW Lakewood, WA 98499	2. Grantee Representative Michael Vargas Assistant to the City Manager/Policy Analyst 6000 Main St SW Lakewood, WA 98499
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Katrin Johnson Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Grant Amount \$68,000.00	6. Grant Period January 1, 2022 through December 31, 2023
7. Grant Purpose The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (See Chapter 10.101 RCW.)	
The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start January 1, 2022 and end December 31, 2023. The rights and obligations of both parties to this Grant are governed by this Grant Agreement and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant Agreement, General Terms and Conditions of City Grant Agreement, and Exhibits A, B, C, and D.	
FOR THE GRANTEE <hr/> Name, Title <hr/> Date	FOR OPD <hr/> Larry Jefferson, Director <hr/> Date

SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. GRANT MANAGEMENT

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

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. GRANT AWARD AMOUNT

The Grantee is awarded sixty-eight thousand dollars and 00/100 Dollars (\$68,000.00) to be used for the purpose(s) described in the USE OF GRANT FUNDS below. One-half of the award amount shall be disbursed to Grantee in January 2022 for use during calendar year 2022. The remaining one-half shall be disbursed to Grantee in January 2023 for use during calendar year 2023. The disbursement of any grant funds is subject to the availability of funding appropriated to OPD by the Washington State Legislature.

3. PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely city or court administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

4. USE OF GRANT FUNDS

- a. Grantee agrees to use the grant funds for the following:
 - i. Reimbursement of training costs for public defense service providers
 - ii. Investigator and/or expert services
 - iii. Social worker services to assist public defense attorneys
 - iv. Interpreter services for attorney-client interviews and communications.
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above. Permission issued by electronic mail shall be sufficient for purposes of identifying other uses of grant funds not listed in section a.
- c. Grantee agrees to use the first disbursement of funds in calendar year 2022, and the second disbursement of funds in calendar year 2023. If Grantee is unable to use the funds

in the year for which the funds are disbursed, the Grantee agrees to notify OPD to determine what action needs to be taken.

- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

5. OVERSIGHT

Grant Agreement GRT22006
Special Terms and Conditions

- a. Grantee agrees to submit written reports to OPD. The first report shall be submitted to OPD no later than June 1, 2022 using the template found in Exhibit A. The second report shall be submitted to OPD no later than December 1, 2022 using the template found in Exhibit B. The third report shall be submitted to OPD no later than June 1, 2023 using the template found in Exhibit C. The final report shall be submitted to OPD no later than December 1, 2023 using the template found in Exhibit D. Where indicated, reports must be submitted along with the Grantee City's public defense attorneys' contracts, certifications of compliance, and other required documentation.
- b. Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city representatives.

6. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions of the City Grant
- General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. ALL WRITINGS CONTAINED HEREIN

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

2. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. ATTORNEY'S FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

6. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. RECAPTURE

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

13. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

15. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

16. SUBJECT TO THE AVAILABILITY OF FUNDS

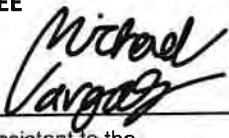

Any full or partial allocation of funds under this Grant is subject to the appropriation of funds by the Washington Legislature to OPD.

17. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Grantee City of Lakewood 6000 Main St SW Lakewood, WA 98499	2. Grantee Representative Michael Vargas Assistant to the City Manager/Policy Analyst 6000 Main St SW Lakewood, WA 98499
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FOR THE GRANTEE  Michael Vargas, Assistant to the City Manager/Policy Analyst 11/9/2021 Date	FOR OPD  Larry Jefferson, Director 11/10/2021 Date

CITY OF LAKEWOOD

Dated: _____

John J. Caulfield, City Manager

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

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- b. Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city representatives.

6. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions of the City Grant
- General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

6. **CONFORMANCE**

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

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

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. **LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. RECAPTURE

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

13. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

15. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

16. SUBJECT TO THE AVAILABILITY OF FUNDS

Any full or partial allocation of funds under this Grant is subject to the appropriation of funds by the Washington Legislature to OPD.

17. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.

Exhibit A

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #1

All City grant recipients are required to submit a completed copy of this report, along with corresponding documentation, to the Washington State Office of Public Defense by June 1, 2022.

City: _____

Date Completed: _____

Contact Name: _____

Title: _____

Mailing Address: _____

Phone: _____

Email Address: _____

Section I: Public Defense Expenditures/Budget

1.1 In 2021, the city paid indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

1.2 For 2022, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

1.3 What amount of the 2022 state grant funds has been spent to date? _____ \$

Section II: Case Assignments

2.1 Provide the following data for the total number of public defense cases assignments in 2021:

Fill in section 2.1(a) if the city has a public defender agency or contracts with a county public defender agency or non-profit public defense firm. Fill in section 2.1(b) for list appointments or contracts with private attorneys.

a. Cities using public defender agencies.

Number of cases assigned to public defender agency (not including conflict counsel):

Number of probation violations and other miscellaneous post sentencing hearings assigned:

Number of full-time-equivalent public defenders:

Average per-attorney caseload, if available:

b. Cities using list appointments or contracts with private firms.

Number of cases assigned to public defense attorneys:

Number of probation violations and other miscellaneous post sentencing hearings assigned:

Number of attorneys with public defense contracts or on court's appointment list:

Section III: Grant Funds

3.1 Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3.2 Description of How Grant Funds Have Been Used to Date:	
3.3 Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable):	
3.4 Description of Impact State Funds Have Had on Local Public Defense Services:	

Section IV: Attachments and Tables

- 4.1** If the city has public defense contracts, fill out the Table of Public Defense Contracts (*Table I*), and attach a copy of each *current contract* in alphabetical order by attorney name. Failure to provide current contracts could result in an incomplete report.
- 4.2** If the court appoints public defense attorneys from a list, provide the name of each attorney and the compensation paid per case or per hour in the Table of List-Appointed Public Defense Attorneys (*Table II*).
- 4.3** If the City has adopted any new public defense policies, ordinances, or resolutions within the last year, please attach them to this report.
- 4.4** Provide copies of attorneys' 2022 second quarter Certificates of Compliance.

Table I: Public Defense Contracts and Subcontracts Currently in Effect (2022)

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Number of misdemeanor/ gross misdemeanor cases anticipated for the attorney/firm in 2022	Method and rate of payment (per case/per hour, etc.)	Conflict cases only? Yes/No

Table II: List-Appointed Public Defense Attorneys (2022)

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Method and rate of payment (per case/per hour, etc.)	Number of cases assigned

Exhibit B

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #2

*All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2022.
Failure to timely submit this report could delay disbursement of 2023 grant funds.*

City:	
Report Date:	
Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2022:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

Will all 2022 grant funds be expended by the end of the calendar year?

Yes _____ No _____ Unsure _____

2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3. Description of How Grant Funds Have Been Used in 2022:	
4. Plans for 2023 Grant Funds:	
5. Description of Impact State Funds Have Had on Local Public Defense Services	

Exhibit C

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #3

All City grant recipients are required to submit a completed copy of this report, along with all public defense attorneys' 2023 quarterly Certificates of Compliance to the Washington State Office of Public Defense by June 1, 2023.

City:	
--------------	--

Report Date:	
---------------------	--

Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. For 2023, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

2. What amount of the 2023 state grant funds has been spent to date? _____ \$

3. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>)	
4. Description of How Grant Funds Have Been Used to Date:	
5. Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable)	
6. Description of Impact State Funds Have Had on Local Public Defense Services	

Exhibit D

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #4

All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2023.

City:	
--------------	--

Report Date:	
---------------------	--

Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2023:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

**Will all 2023 grant funds be expended by
the end of the calendar year?**

Yes _____ No _____ Unsure _____

2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3. Description of How Grant Funds Have Been Used in 2023:	
4. Description of Impact State Funds Have Had on Local Public Defense Services	

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 6, 2021	TITLE: Motion authorizing the City Manager, John Caulfield, to sign a Real Estate Purchase and Sale Agreement (REPSA) with 107 th Street Building, LLC	TYPE OF ACTION: — ORDINANCE NO.
REVIEW: November 22, 2021		— RESOLUTION NO.
	ATTACHMENTS: REPSA with Lease Agreement; November 22 report which includes the Sources and Uses Financial Table	✓ MOTION NO. 2021-98
		— OTHER

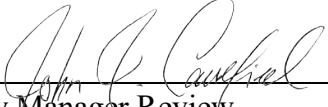
SUBMITTED BY: David Bugher, Assistant City Manager/Community & Economic Development Director.

RECOMMENDATION: It is recommended that City Council authorize the City Manager to sign the REPSA for purchase of real property at 2916 107th Street SW located in the North Clear Zone (Assessor's Tax Parcel No 000490081). The property is 2.49 acres with a two-story 41,100 square foot building. The total cost is \$7,454,411. Execution would be subject to two conditions: 1) Receipt of a Notice to Proceed from the Army Environmental Command (AEC); and 2) receipt of funds from Pierce County, Washington Department of Commerce and AEC. There is also a City contribution as well. A Sources and Uses Financial Table has been attached which provides details on contributions.

DISCUSSION: This REPSA was before the City Council on November 22nd. Please see the attached documents for details. Bill Adamson, SSMCP Program Manager, has been in contact with AEC staff, but as of this writing I have some limited, new information to report. AEC acknowledges that the closing date, December 12th, which was set by AEC will be missed. That means a new closing date will have to be set. Also, once the Notice to Proceed has been issued, federal grants are supposed to immediately follow. Deadlines are tight. Council can expect a verbal update the night of the City Council meeting.

ALTERNATIVE(S): 1) Authorize this motion as presented; 2) Decline the motion, which would require another set of actions and incur significant additional cost including, a new appraisal, legal fees, and staff time.

FISCAL IMPACT: Please see attached Sources and Use Schedule. Also note that the City proposes to recover investment, \$566,278 through a lease-back arrangement contained in the REPSA.

Dave Bugher	
Prepared by	City Manager Review
David Bugher	
Department Director	

**REAL ESTATE
PURCHASE AND SALE AGREEMENT**

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REAL ESTATE

PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered as of the later of the Parties' signatures below (the "Effective Date"), by and between 107th STREET BUILDING, LLC, a Washington limited liability company ("Seller") and CITY OF LAKEWOOD, a Washington municipal corporation ("Buyer") (individually a "Party" and collectively the "Parties").

RECITALS:

A. Seller is the owner of improved real property having a street address of 2916 107th Street South, Lakewood, Washington 98499, which property is legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

B. Buyer is a governmental entity but is acquiring this property without exercising its power of eminent domain. Seller is a willing but not obligated seller, and this transaction is deemed by the Parties to be an "arms-length" transaction and voluntary sale.

C. In order to afford Seller a reasonable time to find a new location for the operation of Seller's business, the Parties intend for Seller to remain in possession of the Property, pursuant to a lease agreement to be executed by the Parties at Closing (the "Lease").

D. Seller desires to sell the Property, and Buyer desires to purchase the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

ARTICLE I. AGREEMENT TO SELL AND PURCHASE

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller on the terms and conditions expressly set forth in this Agreement.

ARTICLE II. PURCHASE PRICE

2.1 Purchase Price. The Purchase Price for the Property shall be Seven Million Three Hundred Sixty Thousand Dollars (\$7,360,000.00).

2.2 Manner of Payment. The Purchase Price shall be paid in cash or immediately available funds at Closing.

ARTICLE III.
DESIGNATION OF ESCROW AGENT/DEPOSIT

3.1 Designation of Escrow Agent. Upon execution of this Agreement, Buyer will open an escrow with Puget Sound Title Company, 5350 Orchard Street West, University Place, WA 98467 (the "Title Company").

3.2 Deposit. Within three (3) business days after the date of the Parties' mutual execution of this Agreement, Buyer shall deposit with Escrow Agent the sum of Fifty Thousand Dollars (\$50,000.00) in cash or by check payable to the Title Company ("the Deposit"). The Deposit shall be credited against the Purchase Price at Closing. If Closing does not occur, the Deposit will be disposed of as provided in either Section 3.3 or Section 3.4 below, as applicable.

3.3 Disposition Upon Termination for Failure of a Condition – Refund to Buyer. If this Agreement or the transaction described herein is terminated prior to Closing pursuant to any section hereof granting Buyer the right to terminate or any section stating that, on termination the Deposit shall be refunded to Buyer, then Escrow Agent is instructed to and shall, within three (3) business days after receipt of written notice from Buyer demanding the Deposit, deliver the Deposit to Buyer.

3.4 Termination for Buyer's Default or After Waiver or Satisfaction of Conditions – Delivery to Seller. If this Agreement is terminated due to Buyer's default or pursuant to any section hereof stating that upon termination the Deposit shall be delivered to Seller, then Escrow Agent is instructed to and shall within three (3) business days after receipt of written notice from Seller demanding the Deposit, deliver the Deposit to Seller (less any amount due for cancellation of escrow and/or title order).

ARTICLE IV.
TITLE TO PROPERTY

4.1 Title Review; "Permitted Exceptions". No later than the Parties' mutual execution of this Agreement, Buyer shall order a preliminary commitment for title insurance from the Title Company naming Buyer as the insured in the amount of the Purchase Price (the "Title Commitment") and request a copy of the Title Commitment and copies of all documents of record referred to in the Schedule B Special Exceptions to be delivered to Buyer. Buyer and/or Buyer's counsel may review the Title Commitment and such other matters of title as Buyer may elect to examine, and Buyer shall notify Seller of any objections Buyer may have to the title, in accordance with the procedure outlined below:

4.1.1 Buyer's Notification. Not later than ten (10) days after the later of the Effective Date or Buyer's receipt of the Title Commitment, Buyer shall deliver written notification to Seller of Buyer's approval or disapproval of the Title Commitment, which notification shall list each exception in Schedule B thereof to which Buyer objects ("Buyer's Notification"); provided, however, that regardless of whether Buyer delivers Buyer's Notification, Seller agrees that all monetary encumbrances or liens shall be paid or discharged by Seller on or before Closing. Except for any such monetary encumbrances or liens, any exceptions not objected to or disapproved by Buyer in writing shall be deemed Permitted Exceptions.

4.1.2 Seller's Response. Seller shall have seven (7) days after receipt of Buyer's Notification to deliver written notice to Buyer ("Seller's Response") identifying those title exceptions, if any, to which Buyer objected in Buyer's Notification which Seller agrees, in addition to monetary encumbrances or liens, to cause to be removed from the Title Policy (hereinafter defined) on or before Closing. The absence of a Seller's Response within the time herein provided shall constitute Seller's notice to Buyer of Seller's election not to remove any such exceptions, other than monetary encumbrances or liens. On or before the Closing Date, Seller shall remove those title exceptions that Seller has stated in Seller's Response it intends to remove and all monetary encumbrances or liens.

4.1.3 Buyer's Right to Terminate. If Seller does not notify Buyer in Seller's Response that Seller will remove all exceptions disapproved by Buyer, then Buyer shall have the right to terminate this Agreement upon written notice given to Seller no later than ten (10) days after Buyer's receipt of Seller's Response, or ten (10) days after Seller's Response was due, if no Seller's Response is provided, whichever is later. If Buyer terminates this Agreement on such basis, the provisions of Section 3.3 shall apply. If Buyer does not give written notice of termination within the time period provided in this Subsection 4.1.3, then all title exceptions disclosed on the Title Commitment, other than monetary encumbrances or liens, not agreed by Seller to be removed from the Title Policy at or prior to Closing shall be included as part of the Permitted Exceptions.

4.1.4 New Exceptions. The procedure for Buyer's Notification and Seller's Response and Buyer's Right to Terminate as provided in Subsections 4.1.1 and 4.1.2 above shall apply to any title exceptions that first appear after Buyer's receipt of the Title Commitment, except that if the time period for delivery of any notice extends beyond the Closing Date, such period shall expire on the Closing Date; *provided*, however, that if a new title exception first appears at any time within ten (10) days prior to the scheduled Closing Date, and if Buyer objects thereto and Seller gives notice of its election to remove the same, then at Seller's option, if necessary, the Closing Date shall be extended for up to ten (10) additional business days to permit Seller to take the actions necessary to cause the Title Company to deliver the Title Policy at Closing without such New Exception.

4.1.5 Effect of Seller's Failure to Cause Exceptions to be Removed. If Seller shall fail to remove on or before Closing any Title Exception required to be removed hereunder, then Buyer shall have the right either (a) to terminate this Agreement and to receive a full refund of the Deposit, or (b) to proceed to Closing and to accept title to the Property subject to such title exceptions, in which case such additional exceptions shall be included among the Permitted Exceptions.

4.2 Title Not Insurable. If title is not insurable at Closing subject only to the Permitted Exceptions determined in accordance with this Agreement, Buyer may (a) elect to proceed to Closing despite such non-insurability, thereby accepting any such matters as Permitted Exceptions, or (b) terminate this Agreement and receive a refund of the Deposit.

4.3 Deed. Title shall be conveyed at Closing by Statutory Warranty Deed, subject only to the Permitted Exceptions, in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the “Deed”).

ARTICLE V. CONDITIONS

5.1 Due Diligence Condition. Buyer’s obligation to purchase the Property is contingent upon Buyer determining, in its sole and absolute discretion, that it is satisfied with its investigation of all aspects of the Property, including, but not limited to, value, condition, marketability, title matters, environmental conditions, zoning, land use, and all other factors and conditions which Buyer considers relevant to its contemplated use of the Property, and the feasibility of its prospective purchase and ownership thereof (the “Due Diligence Condition”).

5.2 Property Information; Disclosure Statement. Within five (5) business days following the Parties’ mutual execution of this Agreement, Seller shall deliver to Buyer all of the following information pertaining to the Property in Seller’s possession: (a) copies of all appraisals, surveys, plans and specifications, permits and applications, wetlands studies, soils and engineering reports; (b) copies of any and all leases, contracts, and agreements affecting the Property; (c) copies of any and all documents relating to the environmental condition of the Property, including any Hazardous Substances investigations, surveys or analysis of any aspect of the Property; and (d) copies of any and all citations and notices received from any governmental agency or entity claiming or asserting any non-compliance of the Property with any applicable laws (the “Property Information”). If this transaction fails to close for any reason, Buyer shall promptly return the Property Information to Seller. Buyer waives the requirement that Seller deliver to Buyer a Real Property Disclosure Statement as required by RCW 64.06.013 (the “Disclosure Statement”); *provided*, however, that if the answers to any of the questions in the section entitled “Environmental” would be “yes,” Buyer does not waive receipt of the “Environmental” section of the Disclosure Statement, and Seller shall deliver to Buyer the “Environmental” section of the Disclosure Statement fully completed within five (5) business days following the Parties’ mutual execution of this Agreement.

5.3 Right of Access. Buyer and its officers, agents, employees and designees shall be afforded access and entry onto and into the Property during the Contingency Period for inspection and investigation, to perform appraisals and surveys, and to conduct such additional studies, tests and inspections as Buyer may elect in order to fully investigate the Property. Any excavation, drilling, or other invasive testing conducted by Buyer or its consultants or contractors in accordance with accepted industry practices, and to the extent practicable, Buyer will cause the Property to be promptly repaired and restored to a condition reasonably comparable to that existing immediately preceding such action, at Buyer’s expense.

5.4 Contingency Period. Buyer shall have the period ending at 9:00 p.m. on the thirtieth (30th) day following the Effective Date (the “Contingency Period”) to determine Buyer’s satisfaction of the Due Diligence Condition; provided, however, that Buyer may, upon written notice given to Seller prior to the expiration of the Contingency Period, elect to extend the Contingency Period for a period not to exceed fifteen (15) days. This Agreement shall terminate, and the Deposit shall be

refunded to Buyer, unless Buyer gives written notice to Seller on or before the expiration of the Contingency Period, as the same may be extended, that the Due Diligence Condition has been satisfied. If such notice is timely given, the Due Diligence Condition shall be deemed satisfied.

ARTICLE VI. CONDITIONS TO CLOSING

6.1 Buyer's Conditions. In addition to any conditions provided in other provisions of this Agreement, Buyer's obligation to purchase the Property is subject to the fulfillment prior to Closing of each of the following conditions:

6.1.1 Compliance by Seller. Seller shall have performed and complied with all of the covenants, agreements, obligations and conditions required hereunder to be performed and complied with by Seller on or before the Closing Date.

6.1.2 Correctness of Representations and Warranties. The representations and warranties of Seller as expressly set forth in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if those expressly stated representations and warranties had been made on and as of the Closing Date, unless Seller shall have provided written notice to the Buyer to the contrary and shall have given Buyer the opportunity to terminate or withdraw from this transaction at or prior to Closing.

6.1.3 Title Policy. The Title Company shall be prepared to issue the Title Policy subject only to the Permitted Exceptions.

6.1.4 Seller's Deliveries. Seller shall have delivered all of Seller's Deliveries to Escrow Agent on or before the Closing Date.

6.2 Seller's Conditions. In addition to any conditions provided in other provisions of this Agreement, Seller's obligation to sell the Property is subject to the fulfillment prior to Closing of each of the following conditions:

6.2.1 Compliance by Buyer. Buyer shall have performed and complied with all of the covenants, agreements, obligations and conditions required hereunder to be performed and complied with by Buyer on or before the Closing Date.

6.2.2 Correctness of Representations and Warranties. The representations and warranties of Buyer stated in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, unless Buyer shall have provided written notice to Seller to the contrary and has given Seller the opportunity to terminate or withdraw from this transaction at or prior to Closing).

6.2.3 Buyer's Deliveries. Buyer shall have delivered all of Buyer's Deliveries to Escrow Agent on or before the Closing Date.

ARTICLE VII.
DAMAGE AND DESTRUCTION AND CONDEMNATION

7.1 Risk of Physical Loss. Risk of physical loss to the Property shall be borne by Seller prior to the Closing Date and, subject to the terms of the Lease, by Buyer thereafter. In the event that any material portion of the Property shall be damaged by fire, flood, earthquake or other casualty, Buyer may, at its option, elect not to acquire the Property by giving written notice of its intent not to purchase within the earlier of the Closing Date or the date that is thirty (30) days after notice has been given to Buyer of any such event. If Buyer elects to terminate this transaction as a result of such damage, then this Agreement shall be terminated and the Deposit shall be refunded to Buyer.

7.2 Condemnation. In the event that, prior to the Closing Date, any governmental entity shall have commenced any actions of eminent domain or similar type proceedings to take any portion of the Property, Buyer shall have the option either to (i) elect not to acquire the Property or (ii) complete the acquisition of the Property, in which event Buyer shall be entitled to all the proceeds of such taking.

ARTICLE VIII.
CLOSING

8.1 Closing Date. Closing shall take place in the offices of Escrow Agent on the "Closing Date," which the Parties hereby agree shall be the thirtieth (30th) day (or such earlier day as the Parties may mutually agree upon in writing) following Buyer's written notice to Seller (if any) of satisfaction of the Due Diligence Condition, as set forth in Section 5.4, above; *provided*, however, that if such day falls on a Saturday, Sunday, legal holiday, as defined in RCW 11.16.050, or day when the County recording office is closed, the Closing Date shall be the next following business day.

8.2 Deliveries to Escrow. The Parties shall deliver the following documents and funds to the Escrow Agent not later than 12:00 o'clock, Noon, Pacific Time, on the business day immediately preceding the Closing Date:

8.2.1 By Seller. Seller shall deliver the following original documents and agreements, duly executed and acknowledged by Seller ("Seller's Deliveries"):

- (a) the Deed;
- (b) a real estate excise tax affidavit executed by Seller in a form required by law;
- (c) FIRPTA Affidavit;
- (d) A Lease substantially in the form attached as Exhibit E hereto; and
- (e) any and all such other documents or agreements consistent with the terms of this Agreement as may be required by Escrow Agent or the Title Company to close this transaction.

8.2.2 By Buyer. Buyer shall deliver to Escrow Agent, for delivery to Seller and/or recording the following funds and deliver or execute and acknowledge as required the following documents (“Buyer’s Deliveries”):

- (a) a real estate excise tax affidavit in the amount of the Purchase Price;
- (b) cash or immediately-available funds in the amount of the Purchase Price plus Buyer’s Closing Costs, with credit for the Deposit and any other items of credit agreed to by Seller or as provided in this Agreement (“Buyer’s Funds”);
- (c) the Lease; and
- (d) any and all other documents, funds and agreements consistent with the terms of this Agreement as required by Escrow Agent or the Title Company to close this transaction.

8.3 Seller’s Closing Costs. In connection with and at the Closing, Seller shall pay Seller’s own attorneys’ fees.

8.4 Buyer’s Closing Costs. In connection with and at the Closing, Buyer shall pay the premium for the Title Policy, including sales tax thereon, the cost of any special endorsements requested by Buyer, and the incremental cost for extended coverage; the cost of any survey required for extended title coverage (if not previously paid); the Escrow Agent’s fee, the costs of recording the Deed; and Buyer’s own attorneys’ and consultants’ fees.

8.5 Prorations. All prorations shall be made as of the Closing Date on the basis of the actual days of the month in which the Closing Date occurs. Seller shall be responsible for all expenses of the Property applicable to the period prior to the Closing Date and, subject to Seller’s obligations as Tenant for expenses under the Lease, Buyer shall be responsible for the expenses of the Property applicable to the period from and after the Closing Date. If any expenses are not determinable on the Closing Date, at the earliest possible opportunity following the Closing Date, Seller and Buyer shall make any final adjustments. The following prorations shall apply:

8.5.1 Taxes. Escrow Agent shall prorate real property taxes and assessments on the Property as of the Closing Date for the current fiscal year based on the most current official real property tax information available from the office of the Pierce County Assessor or other assessing authorities.

8.5.2 Utility Costs and Deposits. Buyer and Seller waive the services of Escrow Agent in administering the disbursement of funds necessary to pay utility charges. Seller shall remain responsible following Closing for all water, gas, sewer, electric and other utilities serving the Property (collectively, “Utilities”) pursuant to the Lease.

8.6 Closing. “Closing” shall be deemed to have occurred when the Deed has been recorded, the Purchase Price (adjusted for credits and debits to Seller’s account made in accordance

with this Agreement) has been delivered to Seller, and all actions have been completed as necessary for the Title Company to deliver the Title Policy to the Buyer in the normal course of the Title Company's business.

8.7 Escrow Instructions. Each of the Parties may provide Escrow Agent with additional closing instructions, provided that such instructions do not contradict the terms of this Agreement. In absence of and/or in addition to any such instructions, the provisions of this Agreement are intended by Seller and Buyer to constitute their joint closing instructions to Escrow Agent.

ARTICLE IX. POSSESSION

Seller shall have the right to remain in possession of the Property following Closing pursuant to the Lease.

ARTICLE X. REPRESENTATIONS AND WARRANTIES OF SELLER

10.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, that:

10.1.1 Organization. Seller is a Washington limited liability company, having paid all applicable licenses and fees.

10.1.2 Authority. Seller has the full right, title, authority and capacity to execute and perform this Agreement and to consummate the transactions contemplated herein.

10.1.3 Non-Foreign. Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.

10.1.4 Litigation. There is no litigation pending, or, to Seller's knowledge, threatened, against Seller before any court or administrative agency which relates to the Property or which might result in Seller's being unable to consummate this transaction.

10.1.5 No Conflict. Neither the execution of this Agreement nor the consummation by Seller of the transactions contemplated hereby shall (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in a termination of any agreement or instrument to which Seller is a party; (ii) violate any restriction to which Seller is subject; or (iii) constitute a violation of any applicable law or legal requirement of which Seller is aware.

10.1.6 Hazardous Substances. Except as disclosed in any environmental reports or studies included in the Property Information, Seller has no knowledge of any generation,

storage, transportation, release, deposits, spill, use, placement or disposal on, in, under or from the Property or any properties adjacent thereto of any Hazardous Substances in violation of any Hazardous Substances laws, and there is not currently, nor has there been in the past, any proceeding or inquiry by any governmental body with respect thereto. Except as disclosed in any environmental reports or studies included in the Property Information as set forth in Section 5.2, above, Seller has no knowledge of the Property now nor in the past having or containing any underground storage tanks or Hazardous Substances. Seller agrees to and shall indemnify, defend (with counsel reasonably satisfactory to Buyer), and hold Buyer harmless from and against any and all claims, losses, liabilities, damages, fines, penalties, cleanup costs and expenses (including reasonable attorneys' fees and consultants' costs) arising from the presence of Hazardous Substances on the Property prior to the Closing Date.

10.1.7 Assessments. Seller has no knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the Preliminary Commitment.

As used herein, the term, "to Seller's knowledge," or similar terms referring to "Seller's knowledge," means the knowledge possessed by Seller, based on Seller's reasonable review of Seller's books and records related to the Property.

10.2 Survival. All of the representations and warranties of Seller contained herein shall survive the Closing Date.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES OF BUYER

11.1 Representations and Warranties of Buyer. Buyer and the person executing this Agreement on behalf of Buyer hereby represent and warrant, as of the Effective Date and as of the Closing Date, that:

11.1.1 Organization. Buyer is a Washington municipal corporation.

11.1.2 Authority. Buyer has full right, title, authority and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and the individual(s) who on Buyer's behalf execute and deliver the Agreement and all documents to be delivered to Seller hereunder are and shall be duly authorized to do so and have the full authority to bind Buyer to this Agreement.

11.1.3 Litigation. There is no litigation pending or, to Buyer's knowledge, threatened, against Buyer before any court or administrative agency which might result in Buyer's being unable to consummate this transaction.

11.1.4 No Conflict. Neither the execution of this Agreement nor the consummation by Buyer of the transactions contemplated hereby shall (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in a termination of any agreement or instrument to which Buyer is a party; (ii) violate any restriction to which Buyer

is subject; or (iii) constitute a violation of any applicable law or legal requirement of which Buyer is aware.

As used herein, the term, "to Buyer's knowledge," or similar terms referring to "Buyer's knowledge," means the actual knowledge possessed by Mr. John Caulfield, Buyer's City Manager, based on his reasonable review of Buyer's books and records.

11.2 Survival. All of the representations and warranties of Buyer contained herein shall survive the Closing Date.

ARTICLE XII. NOTICES

All notices, approvals, or other communications required or permitted hereunder to be given shall be in writing, and shall be personally delivered, delivered by nationally recognized overnight courier, mailed by first class mail, postage prepaid, or delivered or sent by fax or email to the Parties as set forth below. Notices shall be deemed effective (i) if delivered by overnight courier or by personal delivery, then on the date of delivery; (ii) if mailed, on the earlier of actual delivery or on the third business day after posting in the United States mail, postage prepaid, or (iii) if given by fax or email, when sent; *provided*, that if a notice sent via fax or email is sent on a day other than a business day, the notice shall be deemed effective on the first business day after being sent. At the request of either Party, or the Closing Agent, the Parties will confirm facsimile or email transmitted documents by signing an original document.

If to Seller:	107 th Street Building, LLC Attn: Casey R. Ingels 2916 107 th Street S, Lakewood, WA 98499-1636 Phone: (253)341-0252 Email: Casey@Tacticaltailor.com
If to Buyer:	City of Lakewood Attn: John Caulfield, City Manager 6000 Main Street SW Lakewood, WA 98499 Email: JCaufield@Cityoflakewood.us
with a copy to:	Kinnon Williams Foster Garvey 1111 Third Avenue, Suite 3000 Seattle, WA 98101 Email: kinnon.williams@foster.com

ARTICLE XIII
BROKERAGE COMMISSIONS

Each Party represents to the other that no brokerage commission, finder's fee, acquisition fee or like payment arises through such Party with regard to the sale or lease of the Property. Each Party shall defend and indemnify the other Party and hold the other Party harmless from and against any claim, liability, loss or expense for any brokerage commission, finder's fee, acquisition fee, or like payment asserted against the indemnified Party arising out of any agreement entered into by the indemnifying Party in connection with this Agreement, or otherwise arising through the indemnifying Party. The obligations of the Parties under this Section shall survive Closing.

ARTICLE XIV.
DEFAULT AND REMEDIES

14.1 Buyer's Remedies. In the event Seller fails to perform any act required to be performed by Seller pursuant to this Agreement on or before the Closing, then Buyer shall execute and deliver to Seller written notice of such breach, which notice shall set forth complete information about the nature of the breach. Seller shall have a period of ten (10) days to cure such breach and the Closing Date shall be extended accordingly to permit Seller to cure such breach, if necessary. If such breach remains uncured beyond the ten (10) day period described above, then Buyer's sole and exclusive remedy shall be either: (i) to cancel this Agreement, in which event the Deposit shall be returned to Buyer, and Seller shall reimburse Buyer for its out-of-pocket expenses incurred pursuant to Sections 5.1 and 5.3 of this Agreement, or, in the alternative, (ii) to seek specific performance of this Agreement. The foregoing shall not limit any rights of Buyer to be indemnified by Seller, or to receive attorneys' fees and costs as provided in this Agreement with respect to the breach by Seller of any express obligation to indemnify Buyer expressed in this Agreement, regardless of whether occurring before or after Closing.

14.2 SELLER'S REMEDIES – LIQUIDATED DAMAGES. IN THE EVENT OF A DEFAULT BY BUYER UNDER ANY OF ITS COVENANTS, REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES, AS ITS SOLE REMEDY. THE PARTIES AGREE IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUSTAINED BY SELLER IN THE EVENT OF BUYER'S FAILURE TO COMPLETE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND THAT, UNDER THE CIRCUMSTANCES EXISTING AND KNOWN AS OF THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES SELLER WILL INCUR IN SUCH EVENT AND NOT A PENALTY. THE FOREGOING WILL NOT LIMIT ANY RIGHTS OF SELLER TO BE INDEMNIFIED BY BUYER, OR TO RECEIVE ATTORNEY'S FEES AND COSTS AS PROVIDED IN THIS AGREEMENT WITH RESPECT TO THE BREACH BY BUYER OF ANY EXPRESS OBLIGATION TO INDEMNIFY SELLER EXPRESSED IN THIS AGREEMENT. THE PARTIES HAVE ENTERED THEIR INITIALS IN THE SPACE HERE PROVIDED TO FURTHER EVIDENCE THEIR READING, APPROVAL OF AND AGREEMENT WITH THE FOREGOING STATEMENT.

Buyer's Initials

Seller's Initials

14.3 Waiver of Trial by Jury. Seller and Buyer each hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with or related to, or incidental to, the dealings of the Parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, Seller and Buyer hereby agree that any such claim, demand, action, cause of action, or proceeding shall be decided by a court trial without a jury and that any Party hereto may file an original counterpart or a copy of this Section with any court as written evidence of the consent of the other Party or Parties hereto to waiver of its or their right to trial by jury. Buyer and Seller further acknowledge and agree that this provision has been expressly negotiated and agreed upon between them and is for their mutual benefit.

ARTICLE XV.
VOLUNTARY NATURE OF TRANSACTION

The Parties acknowledge and agree that Buyer's acquisition of the Property pursuant to this Agreement is a voluntary, arms-length transaction between a willing seller and willing buyer, neither being compelled to buy or sell.

ARTICLE XVI.
CLAIM FOR RELOCATION EXPENSE

Due to the voluntary nature of the transaction no relocation expenses will be paid by the City of Lakewood. Further, it is agreed that the negotiated purchase price which exceeds the latest appraisal commissioned by Lakewood by approximately 15% represents the fair market value of the property and constitutes fair and reasonable consideration for Seller to waive any potential claim for relocation expenses or other claims known or unknown allowed under State or Federal law and by execution of this agreement Seller does hereby waive any such claims. The provisions of this Article XVI shall survive Closing.

ARTICLE XVII.
MISCELLANEOUS

17.1 Attorneys' Fees. In the event of any litigation brought to enforce or interpret or otherwise arising out of this Agreement, the substantially prevailing Party therein shall be entitled to an award of its fees and costs, including attorneys' fees, incurred therein, in the preparation therefor, and on any appeal or rehearing thereof.

17.2 Counterparts. This Agreement and any amendments hereto may be executed in one or more identical counterparts, and such counterparts, when taken together, shall constitute one and the same instrument.

17.3 Time. Unless otherwise specified in this Agreement, any period of time measured in days in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified time period. If the last day is a Saturday, Sunday or legal holiday, as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. "Business day" means any day that is not a Saturday, Sunday, or legal holiday. Time is of the essence of each provision of this Agreement.

17.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue in any action to enforce this Agreement shall be in the superior court of Pierce County, Washington.

17.5 Binding Effect. This Agreement shall be binding upon and to inure to the benefit of each of the Parties hereto and each Party's respective successors and assigns.

17.6 Survival of Provisions. The covenants, representations, agreements, terms and provisions contained herein shall survive the Closing and shall not be deemed to have merged with or into the Deed.

17.7 Exhibits. The Exhibits hereto are made a part of and incorporated into and made an express part of this Agreement.

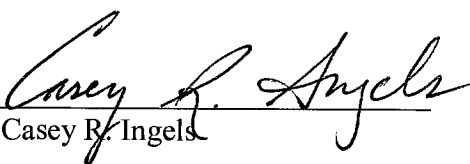
17.8 Further Acts. The Parties shall execute and deliver such further instruments and documents, and take such other further actions, as may be reasonably necessary to carry out the intent and provisions of this Agreement.

17.9 Entire Agreement. This Agreement embodies and constitutes the entire understanding between the Parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

EXECUTED by each Party as of the date next to that Party's signature.

SELLER:

107th STREET BUILDING, LLC,
A Washington limited liability company

By: 
Casey R. Ingels

Its: CEO and Manager

Date: JANUARY 26, 2021

BUYER:

CITY OF LAKEWOOD,
a Washington municipal corporation

By: _____

John C. Caulfield

Its: City Manager

Date: _____

EXHIBITS

Exhibit A	Legal Description
Exhibit B	Form of Deed
Exhibit C	Seller's Closing Certificate
Exhibit D	Buyer's Closing Certificate
Exhibit E	Lease Agreement

EXHIBIT A
LEGAL DESCRIPTION

LOTS 8, 17 AND 18 OF WOODWORTH INDUSTRIAL PARK, AS PER PLAT RECORDED
NOVEMBER 21, 1991 UNDER RECORDING NO. 9111210332, RECORDS OF PIERCE
COUNTY AUDITOR;
TOGETHER WITH ALL CORRESPONDING UNDIVIDED INTERESTS IN TRACT A;
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NO 5000490081

EXHIBIT B
FORM OF DEED

[See attached]

Recording requested by and
when recorded mail to:

Kinnon Williams
Foster Garvey
1111 Third Avenue, Suite 3000
Seattle, WA 98101

Grantor: 107th Street Building, LLC

Grantee: City of Lakewood

Legal Description: This page, below

Assessor's Tax Parcel ID# 500049-0081

Reference Nos. of Documents
Released or Assigned: N/A

STATUTORY WARRANTY DEED

THE GRANTOR 107th STREET BUILDING, LLC, a Washington limited liability company, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, conveys and warrants to CITY OF LAKEWOOD, a Washington municipal corporation, as GRANTEE, the real property situated in the County of Pierce, State of Washington legally described as follows:

LOTS 8, 27 AND 18 OF WOODWORTH INDUSTRIAL PARK, AS PER PLAT
RECORDED NOVEMBER 21, 1991 UNDER RECORDING NO. 9111210332, RECORDS
OF PIERCE COUNTY AUDITOR;

This conveyance is subject to the exceptions identified on Exhibit A attached hereto and incorporated herein by this reference.

DATED: _____, 2021.

107th STREET BUILDING, LLC,
a Washington limited liability company

By: _____

Print Name: _____

Its: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

I CERTIFY that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ____ signed this instrument, on oath stated that ____ was authorized to execute this instrument and acknowledged it as the _____ of 107th STREET BUILDING, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at

My appointment expires: _____

Exceptions to Deed

EXHIBIT C
SELLER'S CLOSING CERTIFICATE

THIS SELLER'S CLOSING CERTIFICATE (this "Certificate") is made and given as of _____, 2021, by 107th STREET BUILDING, LLC, a Washington limited liability company ("Seller") to and for the benefit of the CITY OF LAKEWOOD, a Washington municipal corporation ("Buyer"), as follows:

RECITALS

- A. Pursuant to the terms of that certain Real Estate Purchase and Sale Agreement dated as of _____, 2021 (the "Agreement") Seller agreed to sell to Buyer and Buyer agreed to buy the Property described in the Agreement.
- B. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement; and
- C. The Agreement requires, *inter alia*, as a condition to Buyer's obligations under the Agreement, Seller shall each execute and deliver this Certificate to Buyer at Closing.

CERTIFICATE

NOW, THEREFORE, in consideration of the foregoing recitals, the purchase and sale of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby certifies and agrees as follows:

1. The foregoing recitals are true and incorporated into this Certificate the same as though re-stated herein full.
2. Seller hereby re-states, acknowledges and confirms the continuing validity as of the date hereof and the enforceability and reasonableness of and right of Buyer to rely upon each and all of Seller's Representations and Warranties as contained in Section 10.1 of the Agreement, none of which has been modified, amended, qualified, limited, restricted, withdrawn, revoked, canceled, or in any other way made ineffective or inapplicable.

EXECUTED AND DELIVERED as of the date first stated above.

SELLER:

107th STREET BUILDING, LLC,
a Washington limited liability company,

By: _____
Name: _____
Title: _____

EXHIBIT A TO SELLER'S CLOSING CERTIFICATE

Legal Description:

LOTS 8, 17 AND 18 OF WOODWORTH INDUSTRIAL PARK, AS PER PLAT
RECORDED NOVEMBER 21, 1991 UNDER RECORDING NO. 9111210332,
RECORDS OF PIERCE COUNTY AUDITOR;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT D
BUYER'S CLOSING CERTIFICATE

THIS BUYER'S CLOSING CERTIFICATE (this "Certificate") is made and given as of _____, 2021, by the CITY OF LAKEWOOD, a Washington municipal corporation ("Buyer") to and for the benefit of 107th STREET BUILDING, LLC, a Washington limited liability company ("Seller"), as follows:

RECITALS

- A. Pursuant to the terms of that certain Real Estate Purchase and Sale Agreement dated as of _____, 2021 (the "Agreement") Seller agreed to sell to Buyer and Buyer agreed to buy the Property described in the Agreement.
- B. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement; and
- C. The Agreement requires, *inter alia*, as a condition to Seller's obligations under the Agreement, Buyer shall each execute and deliver this Certificate to Seller at Closing.

CERTIFICATE

NOW, THEREFORE, in consideration of the foregoing recitals, the purchase and sale of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby certifies and agrees as follows:

1. The foregoing recitals are true and incorporated into this Certificate the same as though re-stated herein full.
2. Buyer hereby re-states, acknowledges and confirms the continuing validity as of the date hereof and the enforceability and reasonableness of and right of Seller to rely upon each and all of Buyer's Representations and Warranties as contained in Section 11.1 of the Agreement, none of which has been modified, amended, qualified, limited, restricted, withdrawn, revoked, canceled, or in any other way made ineffective or inapplicable.

IN WITNESS WHEREOF, Buyer has executed this Agreement as of the date first set forth hereinabove.

BUYER:

CITY OF LAKEWOOD
a Washington municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT A TO BUYER'S CLOSING CERTIFICATE

Legal Description

LOTS 8, 17 AND 18 OF WOODWORTH INDUSTRIAL PARK, AS PER PLAT
RECORDED NOVEMBER 21, 1991 UNDER RECORDING NO. 9111210332,
RECORDS OF PIERCE COUNTY AUDITOR;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT E
LEASE AGREEMENT

[See attached]

LEASE AGREEMENT

Between

CITY OF LAKEWOOD

“LANDLORD”

AND

107th STREET BUILDING, LLC

“TENANT”

**Tactical Tailor Building
2916 107th Street South
Lakewood, WA 98499**

DATED: _____, 2021

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”), effective as of _____, 20____ (the “**Effective Date**”), is by and between the CITY OF LAKEWOOD, a Washington municipal corporation (“**Landlord**”), and 107th STREET BUILDING, LLC, a Washington limited liability company (“**Tenant**”) (individually a “**Party**” and collectively the “**Parties**”).

RECITALS:

A. Pursuant to Real Estate Purchase and Sale Agreement dated _____, 2021 (the “**Purchase Agreement**”), Landlord purchased from Tenant the following described real property as of the Effective Date:

LOTS 8, 17 AND 18 OF WOODWORTH INDUSTRIAL PARK, AS PER PLAT RECORDED NOVEMBER 21, 1991 UNDER RECORDING NO. 9111210332, RECORDS OF PIERCE COUNTY AUDITOR;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON
(the “**Premises**”).

B. Improvements on the Premises include a 2-story warehouse and attached office building/sales front (the “**Building**”) used and occupied by Tenant for the operation of a manufacturing and retail business known as “Tactical Tailor.”

C. Pursuant to the Purchase Agreement, the Parties agreed to enter into a lease of the Premises to Tenant upon closing subject to and in accordance with the provisions hereof.

NOW, THEREFORE, in consideration of the Purchase Agreement and the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1 LEASE OF PREMISES, TERM, RENT, USE, SECURITY

1.1 Lease of Premises. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, subject to and in accordance with the terms, covenants, and agreements contained herein. Tenant was the prior owner of the Premises, is in possession of the Premises, has fully inspected the Premises, and accepts the same in its “AS IS, WHERE IS” condition, without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements. Tenant further acknowledges that Landlord has not made any representation or warranty (express or implied) with respect to the habitability, condition or suitability of the Premises, or the improvements thereon, for Tenant’s purposes or any particular purpose.

1.2 Use. Tenant shall use and occupy the Premises solely for offices and as a manufacturing, storage and distribution facility for the sale of military, law enforcement, and outdoor clothing, accessories, and gear, and for no other purpose without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion. Tenant further agrees that in using the Premises and conducting its business therein, Tenant will comply with the requirements of all applicable federal, state, county and municipal laws, ordinances, rules, and regulations, including the Americans With Disabilities Act (collectively "**Law**") and with any directive, order or certificate of occupancy relating to the Premises issued pursuant to any Law by any public officer or officers, and will make and pay for all modifications to the Premises required thereby. Tenant covenants that it will not use or permit to be used any part of the Premises for any dangerous, noxious or offensive trade or business and will not cause or maintain any nuisance in, at, or on the Premises.

1.3 Term and Termination. The term of this Lease (the "**Term**") and Tenant's obligation to pay Rent shall commence on the Effective Date (also referred to herein as the "**Commencement Date**") and terminate on the last day of the sixtieth (60th) full calendar month thereafter (the "**Termination Date**"); provided, however, that Tenant may, upon at least sixty (60) days' prior written notice given to Landlord at any time during the Term (the "**Termination Notice**"), elect to terminate this Lease, in which event this Lease shall terminate on the termination date set forth in Tenant's Termination Notice, as if such date were originally set forth as the Termination Date in this Lease.

1.4 Base Rent. Tenant covenants and agrees to pay to Landlord, Base Rent for the first twenty-four (24) months of the Lease Term, including any partial month at the commencement of the Term, in the amount of \$18,000.00 per month.

Commencing on the first day of occupancy and on the first day of the same month of each calendar year thereafter, the monthly Base Rent specified in this Section 1.4, above, shall be adjusted to reflect any increases in the cost of living as follows:

(a) As used herein, the term "**Price Index**" means the "**Revised Consumer Price Index for Urban Wage Earners and Clerical Workers**" (or, if that Index is no longer published or is revised, a successor or substitute index appropriately adjusted), published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average.

(b) As used herein, the term "**Base Index**" means the Price Index for the month immediately preceding the fourteen (14) month period prior to the year for which monthly Base Rent is being determined (or, if there be no index for said month, then for the month having the next preceding published Price Index).

(c) In the event that the Price Index for the twelfth month succeeding the Base Index month referred to above (or, if there is none, then for the month having the next succeeding published Price Index) is greater than the Base Index, then the monthly Base Rent payable during the year for which Base Rent is being adjusted shall each be

increased to an amount ("**Adjusted Base Rent**") which is equal to the product reached by multiplying (i) the amount of the monthly installment of monthly Base Rent payable as of the adjustment date by (ii) a fraction, the numerator of which is the Price Index for the month referred to above in this Subsection (c) and the denominator of which is the Base Index. In no event, however, shall the monthly Base Rent for any period be less than the monthly Base Rent payable for the month immediately preceding the adjustment. Tenant covenants and agrees to pay such monthly Base Rent amount, as adjusted, in advance, on or before the first day of each calendar month, and without demand, offset, or deduction of any kind.

1.5 Net Lease. This Lease shall be deemed and construed to be an absolutely net Lease, and under no circumstances or conditions, whether now existing or hereafter arising, shall Landlord be required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder with respect to the Premises, including the payment of utilities, taxes or insurance, or to perform or pay for any repairs or maintenance.

1.6 "Rent." The term "**Rent**" as used in this Lease shall mean all Base Rent, utilities, taxes, assessments and other fees and charges required to be paid hereunder, premiums for insurance coverage required to be maintained hereunder, payments required to satisfy liens and encumbrances placed on or against the Premises by Tenant, costs and charges for all maintenance and repair to be paid by Tenant during the entire Term of this Lease, as well as all other charges and amounts owed by Tenant pursuant to this Lease. Rent for any partial month during the Term shall be prorated based on a 30-day month. All Rent shall be due the first of the month prior to each month of occupancy.

1.7 Late Charge; Less than Full Payment. If Landlord does not receive any sums payable by Tenant under this Lease within five (5) days of their due date, Tenant shall pay Landlord in addition to the amount due, for the cost of collecting and handling such late payment, an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount. In addition, all delinquent sums payable by Tenant to Landlord and not paid within five days of the due date shall, at Landlord's option, bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is less (the "**Default Rate**"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment. Unless otherwise expressly agreed in writing by Landlord, Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment.

1.8 Security. On or before the Commencement Date, Tenant shall deliver to Landlord a security deposit in the amount of Eighteen Thousand Dollars (\$18,000.00) (the "**Security Deposit**"). Landlord's obligations with respect to the Security Deposit are those of a debtor and not of a trustee, and Landlord may commingle the Security Deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the Security Deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach, it being expressly understood that the security deposit shall not be considered as a measure of Tenant's

damages in case of default by Tenant. In such event, Tenant shall, within five (5) days after written demand therefor by Landlord, deposit with Landlord the amount so applied. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the Security Deposit shall be repaid to Tenant without interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required hereunder.

ARTICLE 2 UTILITIES

2.1 Utilities. Tenant shall pay as and when due all charges for water, electricity, gas, heat, sewage disposal, air conditioning, telephone, cable and all other utility services supplied to or used on the Premises. Landlord shall not be responsible for providing any utilities to the Premises. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof. The maintenance, operation and repair of the utility system within the Premises, including the connections to the utility distribution systems, shall be the responsibility of Tenant and shall be paid for by Tenant.

ARTICLE 3 TAXES AND ASSESSMENTS

3.1 Payment. In addition to Base Rent, Tenant shall pay to Landlord the leasehold excise tax payable pursuant to Ch. 82.29A RCW. Tenant shall also pay, no later than ten (10) days prior to the due date, all other taxes relating to any part of the Premises during the Term of this Lease or any part thereof, including (i) any form of personal property tax or assessment imposed on any personal property, fixtures, furniture, tenant improvements, equipment, inventory, or other items, and all replacements, improvements, and additions to them, located on the Premises, whether owned by Landlord or Tenant, and (ii) any special assessments, water and sewer charges, other governmental charges, or other charges, fees, costs and expenses incident to the Premises from which Landlord is not exempt, if any. Upon Landlord's request, Tenant shall furnish Landlord proof of payment thereof within five (5) days after the date on which payment of such tax, assessment, charge, cost or expense is to be paid. If any taxes paid by Tenant cover any period of time before or after the expiration of the term, Tenant's share of those taxes paid will be prorated to cover only the period of time within the fiscal year during which this Lease was in effect, and Landlord shall promptly reimburse or credit Tenant to the extent required, or Tenant shall make payment to Landlord, as appropriate. If Tenant fails to timely pay any taxes, Landlord may pay them, and Tenant shall repay such amount to Landlord upon demand, together with interest thereon.

ARTICLE 4
INSURANCE, RISK

4.1 Tenant's Liability Insurance and Property Damage Insurance. Tenant shall carry and maintain, at Tenant's sole cost and expense, a policy of commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) annual aggregate, insuring against any and all liability of the insured for bodily injury, personal injury, sickness or death, and property damage, or arising from the maintenance, use or occupancy of the Premises, and umbrella coverage of not less than Five Million Dollars (\$5,000,000.00). All such insurance shall specifically insure the performance by Tenant of the indemnity agreement contained in Section 8.1 hereof as to liability for injury to or death of persons and loss of or damage to property. Said insurance shall name Landlord and any other person or entity requested by Landlord as additional insureds, and shall provide that Landlord and such parties, although named as insureds, shall nevertheless be entitled to recovery thereunder for any loss suffered by them, their agents, servants and employees by reason of Tenant's negligence. Said insurance shall be primary insurance as respects Landlord and such parties and not participating with any other available insurance.

4.2 Tenant's Casualty Insurance. In addition. Tenant shall maintain and carry 100% replacement cost insurance covering any improvements constructed in the Premises by Tenant, Tenant's trade fixtures, furnishings, equipment, merchandise and other personal property from time to time in or about the Premises providing protection against any peril included within the coverage termed by the insurance industry as "special form" or equivalent. The proceeds of such insurance shall, so long as this Lease remains in effect, be used to repair or replace the property damaged or destroyed.

4.3 Workers' Compensation. Tenant shall carry and maintain workers' compensation insurance in form and amounts as required by Law.

4.4 Policy Form. All policies of insurance shall be in such form and issued by such insurers authorized to do business in the State of Washington, as approved by Landlord, which approval shall not be unreasonably withheld. Upon issuance, and thereafter upon renewal of each such policy, a duplicate original of the policy or the renewal, as appropriate, together with proof of payment of the premium thereon, shall be delivered to Landlord by or on behalf of Tenant, within fifteen (15) days after issuance or before expiration of such policy or renewal, as the case may be. All insurance policies shall contain deductibles only in amounts approved by Landlord in writing. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

4.5 Landlord's Casualty and Liability Insurance. Landlord shall obtain and keep in force during the Term a policy or policies of insurance covering loss or damage to the Building, providing protection against all perils included within the coverage termed by the insurance

industry as "special form" or equivalent. Tenant shall, within thirty (30) days following Landlord's billing therefor, reimburse Landlord for the premiums or other amounts incurred for the casualty insurance coverage carried by Landlord. Landlord shall procure such commercial liability and property damage insurance and such other insurance as in its sole discretion it deems reasonable and necessary for its protection with regard to its ownership of the Premises.

4.6 Waiver of Subrogation. Notwithstanding any other term or provision hereof, Landlord and Tenant mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against, but only to the extent insured against under, and in the amount actually received from, their respective property and casualty insurance policies, including any extended coverage and endorsements thereto; provided, however, that this paragraph shall not be applicable to the extent it would have the effect of invalidating any insurance coverage of Landlord or Tenant. Both Parties agree to exercise their best efforts to obtain a subrogation waiver from their respective insurance carriers and both Parties agree to give notice to their respective insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease. This waiver shall include losses falling within the deductible amounts to any such policies, but shall not include apply to the extent of liabilities exceeding the limits of such policies.

4.7 Risk of Loss. All property in or about the Premises shall be there at the sole risk of Tenant. Landlord shall not be liable for, and Tenant waives all claims for damages to persons or property sustained by Tenant or of others located on the Premises, or for loss of or damage to persons or property resulting from fire, explosion, riots, civil disturbances, wind, earthquakes, or, from falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances, air conditioning equipment, heating equipment, plumbing works, or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Such waiver includes loss or damage from burst, stopped or leaking water, gas, sewer or other pipes or conduits or plumbing fixtures; or from any failure of or defect in electrical lines, circuit or facility, or resulting from any accident in or about the Premises. Landlord shall not be liable for any damage caused by occupants of adjacent property, or the public, or caused by operations in construction of any private, public or quasi-public work. Tenant shall keep and store its property in and shall use and enjoy the Premises at its own risk.

ARTICLE 5 DAMAGE OR DESTRUCTION

5.1 Damage or Destruction. Tenant shall promptly give Landlord written notice of any fire or other casualty causing damage to the Building. If the Building is partially damaged but not rendered untenable by fire or other insured casualty, then Landlord shall, except as set forth below, diligently restore the Premises and this Lease shall not terminate. The Building shall not be deemed untenable if less than ten percent (10%) of the floor area of the Building is damaged.

5.2 Landlord's Termination Rights. Landlord may, in its sole discretion, but shall have no obligation to restore the Building (a) if more than ten percent (10%) of the floor area of the

Building is damaged, (b) if the casualty is uninsured or insurance proceeds are not available to pay the entire cost of such restoration, (c) if Tenant, either prior to the date of the casualty, or at any time prior to Landlord's substantial completion of the restoration, shall have delivered to Landlord its Termination Notice, as set forth in Section 1.2, above, (d) if Landlord reasonably determines that the restoration work cannot be substantially completed within six (6) months from the date of the casualty, or (e) if the damage occurs during the last six (6) months of the Lease Term. In any of the foregoing events, Landlord may, by written notice given to Tenant within sixty (60) days following the date of the casualty, elect either to restore the Building, in which event this Lease shall continue in full force and effect, or to terminate this Lease and keep the insurance proceeds.

5.3 Tenant's Termination Rights. If, within sixty (60) days after Landlord's receipt of notice of the casualty, Landlord fails to notify Tenant of its election to restore the Building, or if Landlord shall have elected to restore the Building but shall not have substantially completed such restoration within six (6) months of the date of the casualty event, then Tenant may also elect to terminate the Lease upon thirty (30) days' written notice given to Landlord; *provided*, however, that any such termination shall be void, and this Lease shall continue in full force and effect, if Landlord substantially completes restoration of the Building within such 30-day period.

5.4 Landlord's Restoration Work; Rent Abatement. If Landlord restores the Building under this Section, Landlord shall proceed with reasonable diligence to complete the work, and monthly Base Rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a Base Rent abatement only if the damage or destruction of the Premises did not result from, or was not contributed to, by the act, fault or neglect of Tenant, or Tenant's officers, contractors, licensees, subtenants, agents, servants, employees, guests, invitees or visitors. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises.

5.5 Tenant's Property. Landlord will not carry insurance of any kind for the protection of Tenant or any improvements paid for by Tenant or on any furnishings, fixtures, equipment, merchandise or other personal property or appurtenances of Tenant under this Lease, and Landlord shall not be obligated to repair any damage thereto or replace the same. Unless this Lease is terminated as set forth herein, all proceeds from insurance on account of such damage or destruction shall apply to the repair, restoration or rebuilding of the Building, except that any insurance proceeds from policies carried by Tenant for interruption of Tenant's business, or for Tenant's improvements, furnishings, fixtures, equipment, merchandise or other personal property or appurtenances of Tenant, and shall be payable to Tenant and, so long as this Lease shall not have been terminated, used to restore or replace such items.

ARTICLE 6
REPAIRS AND MAINTENANCE; WASTE; HAZARDOUS SUBSTANCES

6.1 Care of Premises. Tenant covenants, at Tenant's sole cost and expense, to take good care of the Premises, including but not limited to the Building, landscaped areas, sidewalks and curbs, driveways, walkways and parking areas, and all other improvements thereon, whether now or hereafter erected, and to keep the same in good order and condition, and, except for any repairs or restoration necessitated by fire or other casualty that are Landlord's responsibility pursuant to Article 5, above, to make promptly all necessary repairs, interior and exterior, structural and non-structural, and equal in quality and class to the original work, ordinary wear and tear excepted. When used in this Section, the term "repairs" shall include alterations, replacements and renewals. Tenant covenants to keep the Premises, including but not limited to the roof of the building, sidewalks, walks and stairways thereon or leading thereto, and all parking areas in a clean and orderly condition and free of dirt, rubbish, snow and ice, and to keep free, open and unfrozen all drainage, pipes and plumbing situated on or in the Premises.

6.2 Waste. Tenant covenants not to do or suffer any waste or damage, disfigurement or injury to the Premises.

6.3 Access. Tenant shall permit Landlord, its agents and employees, access to the Premises at reasonable times and upon reasonable notice for inspection, or to make repairs, additions or alterations; provided, however, this Section shall not be construed as an agreement by Landlord to make any such repairs, additions or alterations.

6.4 Hazardous Substances.

6.4.1 Covenants. Tenant shall not generate or dispose of any Hazardous Substance upon the Premises, or permit or suffer others to do so. Tenant shall not release any Hazardous Substance upon or from the Premises, or permit or suffer others to do so. Tenant shall not use, handle, possess or store any Hazardous Substance upon the Premises, or permit or suffer others to do so, except as required by the normal operation of Tenant's permitted business operations. In connection with any use of any Hazardous Substance in, on or about the Premises, Tenant shall at all times comply fully with all applicable Law and use all due care. Tenant shall not, under any circumstances, cause or permit any Hazardous Substance to be placed in the drains or sewer system or to come into contact with the Premises or any portion thereof in a manner that permits such substance to adhere to or penetrate the same. Tenant shall immediately notify Landlord in writing of any Hazardous Substance spills or releases upon the Premises and any environmental notices, inspections, regulatory orders, fines, penalties, liens or actions in connection with any actual or alleged generation, disposal, release, use or other presence of any Hazardous Substance upon the Premises. Tenant shall also immediately deliver to Tenant a copy of any written materials received by Tenant in connection therewith.

6.4.2 Remediation. Tenant shall, at its sole cost and expense, promptly remove or clean up any Hazardous Substance introduced onto the Premises by Tenant or with its permission or at its sufferance. Such removal or cleanup shall comply with the requirements of all applicable

governmental agencies and authorities and shall be satisfactory to Landlord. If Tenant's removal or cleanup efforts are not appropriate and sufficient under the circumstances in Landlord's opinion, acting reasonably, Landlord may, but shall not be required to, enter upon the Premises and perform or cause to be performed, the removal or cleanup for Tenant's account. Upon written demand by Landlord to Tenant, Tenant shall pay any and all costs incurred by Landlord in connection with such entry and removal or cleanup.

6.4.3 Indemnity. Tenant hereby indemnifies and saves Landlord harmless from and against any and all losses, damages, claims, liabilities, demands, liens, fines, penalties, lawsuits or other proceedings and any and all costs or expenses, including Landlord's attorney's fees, of any nature whatsoever arising in any way out of the actual or alleged presence upon the Premises of any Hazardous Substance as of the Commencement Date or introduced during the Term of this Lease. If any claim or demand is made against Landlord by reason of any matter as to which Tenant is required hereunder to indemnify Landlord, Tenant shall, upon notice from Tenant defend the same at Tenant's expense through legal counsel reasonably satisfactory to Landlord. Tenant's indemnity obligations contained in this Section shall survive the expiration or sooner termination of this Lease.

6.4.4 Hazardous Substance. As used in this Lease, the term "Hazardous Substance" shall mean: any substance or material defined or designated as a hazardous, dangerous or toxic waste, a hazardous or toxic material, a hazardous, toxic, or radioactive substance, an inflammable or explosive material, an infectious waste or a substance known to cause cancer or reproductive toxicity, or other similar term, as defined or provided in any federal, state, or local environmental law, ordinance, rule or regulation presently in effect or that may be promulgated in the future, as such laws, ordinances, rules and regulations may be amended from time to time.

ARTICLE 7

CHANGES AND ALTERATIONS BY TENANT

7.1 Rights of Tenant. Tenant shall have the right at any time and from time to time during the Term of this Lease to make such improvements, changes or alterations, structural or otherwise, to the Premises or any portion thereof as Tenant may determine necessary or desirable for the uses permitted under Section 1.2 hereof, provided that:

(a) Tenant shall first have obtained Landlord's written consent thereto, which consent, subject to Landlord's approval of the plans and specifications therefor, shall not be unreasonably withheld; and

(b) All repairs, improvements, changes or alterations to the Premises made by Tenant (other than trade fixtures) shall immediately upon termination of the Lease, inure to the benefit of and become the property of Landlord without payment therefor by Landlord, or at the option of Landlord shall be removed by Tenant and the Premises restored in the manner provided upon removal of trade fixtures and equipment pursuant to Section 10.1 hereof.

7.2 Mechanic's Liens. Tenant shall pay and discharge any mechanic's or materialman's lien,

or any other lien against the Premises or Landlord's interest therein, claimed in respect to labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or upon the request of Tenant or of a contractor hired by or at the request of Tenant on Tenant's behalf. Tenant may contest any lien claim, upon furnishing to Landlord such bond or other indemnification for the final payment and discharge thereof, together with costs and expenses of defense, as Landlord may reasonably require.

7.3 Trade Fixtures and Signs. Tenant shall be permitted to maintain and place on the Premises business identification signs and directional signs for automobile and pedestrian traffic. Such signs, and any trade fixtures of Tenant, shall remain the property of Tenant, provided that upon the removal of any such signs, fixtures or equipment Tenant shall be responsible for the repair of all damage to any part of the Premises occasioned by their installation or removal.

ARTICLE 8 INDEMNIFICATION AND RELEASE

8.1 Indemnity. Tenant shall indemnify, defend (using legal counsel reasonably acceptable to Landlord) and save Landlord harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Landlord's reasonable attorney's fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (i) Tenant's or its employees', agents' or contractors' occupation, use or improvement of the Premises, (ii) Tenant's breach of its obligations hereunder, or (iii) any negligence or willful misconduct of Tenant or of any officer, agent, employee, invitee, or licensee of Tenant in or about the Premises. This indemnity shall survive termination or expiration of this Lease. The foregoing indemnity covers actions brought by Tenant's own employees and it is specifically and expressly intended to constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Landlord with a full and complete indemnity from claims made by Tenant and its employees. Tenant shall promptly notify Landlord of casualties or accidents occurring in or about the Premises. LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

Landlord's initials

Tenant's initials

8.2 Limitation on Indemnity. In compliance with RCW 4.24.115, all provisions of this Lease pursuant to which Landlord or Tenant (the "**Indemnitor**") agrees to indemnify the other (the "**Indemnitee**") against liability for damages arising out of bodily injury to persons or damage to property relating to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Premises, (i) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents or employees, and (ii) to the extent caused by or resulting from the concurrent negligence of (a) the Indemnitee or

the Indemnitee's agents or employees, and (b) the Indemnitor or the Indemnitor's agents or employees, shall apply only to the extent of the Indemnitor's negligence; provided, however, the limitations on indemnity set forth in this Section shall automatically and without further act by either Landlord or Tenant be deemed amended so as to remove any of the restrictions contained in this Section no longer required by then-applicable Law.

8.3 Definitions. As used in any section of this Lease establishing indemnity or release of Landlord, "Landlord" shall include Landlord, its officers, agents, employees and contractors, and "Tenant" shall include Tenant, its officers, agents, employees, and contractors.

ARTICLE 9 ASSIGNMENT AND SUBLETTING

9.1 Prohibition. Tenant may not assign this Lease or sublet the Premises or any part thereof (collectively a "**Transfer**") without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion. Any such consent shall not be deemed a consent to any subsequent Transfer. No assignment shall relieve Tenant from liability under this Lease. As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption instruments.

9.2 Operation of Law. This Lease shall not be assignable by operation of law, and in the event of any such assignment, Landlord may, at its option, terminate this Lease. In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing same, including attorney's fees, upon demand of Landlord. If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change(s) in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

9.3 Transfer of Landlord's Interest. This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, except for any retained security deposit or prepaid Rent, and Tenant shall attorn to the transferee.

ARTICLE 10
SURRENDER OF POSSESSION; HOLDING OVER

10.1 Surrender. Tenant covenants that upon the expiration or sooner termination of this Lease, Tenant will surrender to Landlord the entire Premises, together with all keys thereto and all improvements, changes, and alterations thereto and replacements thereof (other than Tenant's personal property and trade fixtures) in the condition existing as of the Commencement Date, except for reasonable wear and tear and any damage or destruction by fire or casualty resulting in termination of the Lease. Tenant shall remove all personal property and trade fixtures from the Premises, and Tenant covenants and agrees promptly and at its own cost and expense to repair any damage caused by such removal. If Tenant shall fail to do so, Landlord shall be entitled, but shall not be required, to remove all personal property situated therein and to place the same in storage at a public warehouse at the risk and expense of Tenant.

10.2 Holding Over. If without a written extension of this Lease, Tenant remains in possession of the Premises following the expiration or sooner termination of this Lease, and if Rent is accepted, such occupancy and Rent shall operate to extend the term of this Lease on a month-to-month basis, unless other terms of such extension are executed in writing signed by the parties. If the occupancy continues without Landlord's consent either after expiration of the Lease, or after termination of an agreed-to monthly extension, Tenant shall pay to Landlord as liquidated damages for occupancy during such holdover period only, 150% of the amount of the Rent at the highest rate specified in the Lease for the time Tenant retains possession of the Premises or any part thereof.

ARTICLE 11
ESTOPPEL CERTIFICATE

11.1 Estoppel Certificate. Tenant shall from time to time, within five (5) days after written request from Landlord, execute, acknowledge and deliver a statement certifying: (i) that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect (or specifying the ground for claiming that this Lease is not in force and effect), (ii) the dates to which the Base Rent has been paid, and the amount of any Security Deposit, (iii) that Tenant is in possession of the Premises, and paying Base Rent on a current basis with no offsets, defenses or claims, or specifying the same if any are claimed, (iv) that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or Tenant which are pertinent to the request, or specifying the same if any are claimed, and (v) certifying such other matters, and including such current financial statements, as Landlord may reasonably request, or as may be requested by Landlord's current or prospective lenders, insurance carriers, auditors, and prospective purchasers. Any such statement may be relied upon by any such parties. If Tenant shall fail to execute and return such statement within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein, and Landlord acting in good faith shall be authorized as Tenant's agent and attorney-in-fact to execute such statement on behalf of Tenant (which shall not be in limitation of Landlord's other remedies).

ARTICLE 12
DEFAULT

12.1 Default. The occurrence of any one or more of the following events shall constitute a “**Default**” by Tenant and shall give rise to Landlord’s remedies set forth in Section 12.2 below: (i) failure to make when due any payment of Rent, unless such failure is cured within three (3) business days after notice from Landlord; (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent (or the other matters expressly described herein), unless such failure is cured within any period of time following notice expressly provided with respect thereto in other Sections hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following notice from Landlord (provided, if the nature of Tenant’s failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly within such period and thereafter diligently pursues its completion); (iii) failure to cure immediately upon notice thereof any condition which is hazardous, interferes the operation of the Premises, or may cause the imposition of a fine, penalty or other remedy on Landlord; (iv) abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten (10) consecutive days while in monetary default under this Lease shall conclusively be deemed an abandonment and vacation); or (v) Tenant’s filing by or for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); or (vi) Tenant’s insolvency or failure, or admission of an inability, to pay debts as they mature. The notice and cure periods provided herein are intended to satisfy any and all notice requirements imposed by Law on Landlord and are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may elect to comply with such notice and cure periods provided by Law. In the event of Tenant’s Default, and in addition to any other amounts or remedies that Landlord may be entitled to, Landlord shall be entitled to recover from Tenant Landlord’s costs and reasonable attorney fees incurred in enforcing this Lease or otherwise arising from Tenant’s Default. The times set forth herein for the curing of Defaults by Tenant are of the essence of this Lease.

12.2 Remedies. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provision of this Lease:

12.2.1 Landlord may terminate Tenant’s right to possession without termination of this Lease, or Landlord may terminate this Lease and Tenant’s right to possession, at any time following a Default; provided, no act of Landlord other than giving notice to Tenant with express statement of termination shall terminate this Lease or Tenant’s right to possession. Acts of maintenance or the appointment of a receiver on Landlord’s initiative to protect Landlord’s interest under this Lease shall not constitute a termination of Tenant’s right to possession. Upon termination of Tenant’s right to possession, Landlord shall have the right to reenter the Premises and recover from Tenant in addition to any other monies provided herein or at Law: (a) the Worth of the unpaid Rent that had been earned by Landlord at the time of termination of Tenant’s right to possession; (b) the Worth of the amount of the unpaid Rent that would have

been earned after the date of termination of Tenant's right to possession through the date that is six (6) months following the date of termination of Tenant's right to possession; and (c) all other expenses incurred by Landlord on account of Tenant's Default. The "Worth" as used for item (a) above is to be computed by allowing interest at the Default Rate. The Worth as used for item (b) above is to be computed by discounting the amount of Rent at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination of Tenant's right of possession.

12.2.2 In the event of any such reentry by Landlord, Landlord may, at Landlord's option, require Tenant to remove any of Tenant's property located on the Premises. If Tenant fails to do so, Landlord shall not be responsible for the care or safekeeping thereof and may remove any of the same and place the same in storage in a public warehouse or elsewhere, at the cost, expense and risk of Tenant with authority to the warehouseman to sell the same in the event that Tenant shall fail to pay the cost of transportation and storage. In any and all such cases of reentry Landlord may make any repairs in, to or upon the Premises which may be necessary, desirable or convenient, and Tenant hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any Premises in or about the Premises or any part thereof.

12.2.3 Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not therefor reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies.

12.3 Right of Landlord to Perform. If Tenant shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, and without notice or demand, and without waiving or releasing Tenant from any obligation of Tenant under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith to pay expenses and employ counsel. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at Default Rate per annum from the date of such payment, shall be deemed additional Rent hereunder and be payable to Landlord on demand and at the time of any payment of Rent thereafter becoming due, and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

ARTICLE 13 NOTICES

13.1 Notices. Except as expressly provided herein to the contrary, every notice or other communication between the parties shall be in writing and effective only if served personally, or by national overnight courier service, or United States certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth below:

If to Landlord: City of Lakewood
Attn: John Caulfield, City
6000 Main Street
Lakewood, WA 98499

With a copy to: Foster Garvey
Attn: Kinnon Williams
1111 Third Avenue, Suite 3000
Bellevue, WA 98004

If to Tenant: 107th Street Building, LLC
Attn: Casey R. Ingels
2916 107th Street S
Lakewood, WA 98499

or at such other address or addresses as Tenant or Landlord may from time to time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been given as of the third business day following the date of such mailing (or as of any earlier date evidenced by a receipt from such national overnight courier service or the United States Postal Service) or immediately if personally delivered.

ARTICLE 14 GENERAL

14.1 Interpretation. This Lease shall be interpreted and governed in accordance with the laws of the State of Washington. If any term provision or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, provision or condition of this Lease shall be valid and enforced to the fullest extent permitted by law. The failure of Landlord or of Tenant to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any of the options herein conferred shall not be construed as a waiver or relinquishment of any such covenant, agreement or option herein, but the same shall be and remain in full force and effect.

14.2 Quiet Enjoyment. So long as Tenant pay the Rent and performs all other obligations of Tenant under this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through, or under Landlord.

14.3 Captions. The captions as used in this Lease are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

14.4 Binding Effect. Subject to the limitations against assignment and subletting, as set forth in Article 9 hereof, the terms, provisions and conditions of this Lease shall be binding upon and

inure to the benefits of Landlord and Tenant and their respective successors in interest, grantees, devisees, heirs and/or assigns.

14.5 Usages. Whenever the singular number is used in this Lease and where required by the context the same shall include the plural and the masculine and feminine genders shall include the feminine, masculine and neuter genders. Unless otherwise expressly defined, the term “including” shall mean “including, but not limited to.”

14.6 Time of the Essence. Time is and shall be of the essence of each term, provision and condition of this Lease.

14.7 Construction. Each term and each provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition.

14.8 Relationship Between Parties. Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent, or partnership, joint venture or any other association between Landlord and Tenant, and no provisions in this Lease and no acts of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than Landlord and Tenant.

14.9 Attorney's Fees. In the event either Party employs an attorney to enforce any part of this Lease or to maintain or defend any claim or cause of action arising out of or relating to this Lease, including an appeal, the prevailing Party shall be entitled to recover from the other, and the other shall pay, all reasonable attorneys' fees and costs incurred by the prevailing Party, whether or not a lawsuit or action is commenced. Costs shall include expert fees, travel, meals and lodging expenses and all other expenses reasonably necessary to the enforcement of this Lease.

14.10 Authority of Parties. Each person signing this Lease on behalf of a Party represents and warrants to the other Party that the Party on whose behalf such person is signing has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against such Party upon signing.

14.11 Counterparts. This Lease may be executed in one or more identical counterparts, and such counterparts, when taken together, shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:

TENANT:

CITY OF LAKEWOOD

107th STREET BUILDING, LLC

By: _____

John C. Caulfield

Its: City Manager

By: _____

Casey R. Ingels

Its: CEO and Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this _____ day of _____, 2021, before me personally appeared JOHN C. CAULFIELD, to me known to be the CITY MANAGER of the CITY OF LAKEWOOD, the Washington municipal corporation that executed the within and 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 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 first above written.

(Print Name)
NOTARY PUBLIC in and for the
State of Washington, residing at

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this _____ day of _____, 2021, before me personally appeared CASEY R. INGELS, to me known to be the CEO and MANAGER of 107th STREET BUILDING, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited liability company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Print Name)
NOTARY PUBLIC in and for the
State of Washington, residing at

My appointment expires _____



TO: Mayor and City Councilmembers

FROM: Tho Kraus, Deputy City Manager
David Bugher, Assistant City Manager/Community & Economic Development Director
Bill Adamson, SSMCP Project Manager
Becky Newton, Economic Development Manager

THROUGH: John J. Caulfield, City Manager

MEETING DATE: November 22, 2021(Study Session)

SUBJECT: Purchase and Sale Agreement to acquire 2916 107th Street SW located in the JBLM North Clear Zone (Assessor's Tax Parcel No 000490081)

This memorandum is divided into four parts.

Part 1 - summation of the current program status.

Part 2 - purchase and sale agreement basics.

Part 3 - important dates.

Part 4 - financial contributions from the Army Environmental Command, Washington State, Lakewood, and Pierce County.

Part 1 - Synopsis: One of the City's longstanding priorities has been to acquire lands within the Joint Base Lewis McChord (JBLM) North Clear Zone (NCZ). A partner in this process has been Pierce County. Between the two public agencies we have enjoyed some modest success with this endeavor. The overall goal has been to address encroachment, promote public safety, and potentially protect JBLM from possible future Base Realignment and Closure (BRAC) actions. Over the years, the City and County have worked with several willing property owners. Currently, the City has been focusing its efforts on acquiring the Tactical Tailor real property at 2916 107th Street SW. To-date, the property acquisition process has been straightforward. Until now.

To acquire Tactical Tailor property, it requires that Army Environmental Command (AEC)¹, the Washington State Department of Commerce (DOC), Pierce County, and the City of Lakewood to pool their collective resources to effectuate a purchase and sale agreement, and close by December 12, 2021. However, each of the partners have their own timelines and restrictions for the use of their respective funds.

¹ AEC is a subordinate agency of the United States Army Installation Management Command (IMCOM).

The “easy” partners are Pierce County and the City of Lakewood. All that is required is a written assurance that each agency will commit dollars at the time of escrow; this is currently in process. Further, Lakewood proposes to recoup its dollars towards the purchase price with a lease-back arrangement with Tactical Tailor over a three-year period. The leaseback is built-in to the purchase and sale agreement, to which the owner of Tactical Tailor has no objection, but the City is waiting for AEC approval of the lease-back provision.

AEC proposes to use two different sources of grants that collectively become a contribution through the Army Compatible Use Buffer (ACUB) Program. But, they have restrictions on the use of the funds. Funds cannot be used for relocation or demolition. The City is waiting for AEC approval to allow the purchase price to exceed fair market value. The City proposes to exceed fair market value by subsuming relocation costs into the purchase and sale agreement. This proposal is under review by AEC, although verbally, in the past, they have indicated this has never been done using ACUB funds. The City is waiting on final confirmation on both the above FMV purchase price and the lease-back agreement which we anticipate will come in the Notice to Proceed for Acquisition.

Also, AEC, at first, was not so keen on the use of a lease-back option. Their initial reaction is that if the City were to use this approach, AEC wants the funds to be set aside for acquisition of other NCZ properties. But once again, AEC verbally has indicated that this is not a major concern. The City is waiting on final confirmation regarding the lease-back provisions.

AEC has changed the Notice to Proceed (NTP) date. Originally scheduled for November 12, 2021, it has now been moved to the last week in November, or the first week in December. Without the NTP approved, the City cannot request an advancement of funds.

At the federal level, one of the fundamental problems is that no agency has attempted to use this type of financial strategy for ACUB program funds. What has been proposed is one-of-a kind; the current rules on acquisition do not fit the situation. To AEC’s credit, they have been allowing for simultaneous parallel review, rather than a linear approach. Nevertheless, we are behind schedule.

Moving on to Washington State, DOC has its own set of grant restrictions, and they do not necessarily align with AEC’s. Currently, DOC accepts relocation expenditures as long as it is shown as a separate line item, and is not a part of the appraised value determination. There was a follow-up meeting with DOC on November 16, 2021. We came to an agreement on several topics.

- We agreed to change the grantee from SSMCP to the City of Lakewood.
- We agreed to close out the current contract and write a new contract for the balance of the project (Tactical Tailor purchase). The revised agreement would remove language referring to relocation. Again, no objection from the City; this also potentially satisfies one of AEC’s concerns. A revised contract was submitted the next day, November 17, 2021, and executed by the City Manager.

Getting to alignment with timelines and restrictions has proven to be difficult. Not having the NTP is causing delays. Inasmuch as possible, DOC would expedite a payment request. However, we have yet to setup escrow because we have not received the AEC NTP.

One final complication, when or if we receive the NTP, not sure of the date funds would be wired into escrow. The federal contract indicates that it would take up to 60-days.

In sum, here are the challenges,

1. City does not have a NTP.
2. Until the NTP is obtained, the City cannot draw down on federal (or state) funds.
3. An escrow account has not been established.
4. The December 12, 2021 date was set by AEC. It is unknown whether or not this date can be amended. Even so, we run into problems with the appraisal, which by December 23, 2021, will be a year old.
5. AEC has not commented in writing on the City's proposal to subsume relocation into the purchase and sale agreement.
6. AEC has not commented in writing on the lease-back arrangement.

Part 2 - Purchase and sale agreement basics:

Seller: 107th Street Building, LLC (Casey R. Ingels, CEO and Manager). Mr. Ingels executed the agreement on January 26, 2021. Please see attachment.

Buyer: City of Lakewood, WA.

Proposal: Purchase of real property located at 2916 107th Street SW, Lakewood, WA. Assessor's tax Parcel: 5000490081. Includes a two-story warehouse and attached building/office sales front.

Purchase price: \$7,360,000 which includes relocation costs at \$900,000.

Manner of payment: Paid in cash or immediately available funds at closing.

Closing date: The 30th day following the buyer's written notice to Seller of satisfaction of the Due Diligence Condition set forth in Section 5.4 of the purchase and sale agreement.

This is standard language; the Due Diligence Condition has already been met, so it is possible to close sooner than the 30-days.

DOC state advance is straightforward. Not so, the federal advance. According to contract documents, 60-days is required, but since we have no NTP, the starting date to request an advance is unknown.

Lease agreement: Base rent is \$18,000 per month for the first 24 months with adjustments to reflect cost of living beginning on the 25th month.

Base rent does not include utilities, taxes, such as leasehold tax, assessments, other fees, insurance premiums, etc. Does not include tenant reimbursements to the City's landlord's casualty and liability insurance.

Assumes 36-months lease-back beginning January 2022 through December 2024.

Part 3 - Important dates:

November 12, 2021	Original date of NTP; date was moved forward.
November 29, 2021 – December 3, 2021	Revised NTP date.
December 6, 2021	City Council authorizes the city manager to execute purchase and sale agreement subject to conditions.
December 12, 2021 (Sunday)	Scheduled date to execute the purchase and sale agreement. (This date was set by AEC.)
December 22, 2021	After this date, the underlying appraisal is over one year old. AEC and COM may allow the City to continue to use the current appraisal, but after January 2022, this option will not be made available. A new appraisal would be required which would substantially raise the purchase price.
UNKNOWN DATE	Formal request to advance funds was supposed to have been on November 12, 2021, but has been delayed. City is waiting on a new NTP date.
UNKNOWN DATE	City has requested the DOC to advance funds as well; however numerous actions/documents are required. In order for the City to receive grant funds, need: closing statement; A-19 form that matches closing statement; and escrow account. City would need to further request in advance five-days prior to closing. At that point, two items required to close the sale, executed contract purchase and sale agreement, and documentation of funding.

Part 4 – Financials

Please see attachment.

Note on financial document: Lease-back agreement includes adjustments in base rent, based on the Consumer Price Index for Urban Wage Earners and Clerical Workers. The City's Economic Development Manager provided an estimate of 2.12 percent in 2024, and 2.17 percent in 2025.

NCZ (North Clear Zone) - Tactical Tailor Purchase

Sources & Uses Schedule	1-Time Property Acquisition	Federal vs State & Local		Lease-Back & Related Revenue			
		Federal	Other Sources	"Ongoing" Lease-Back Revenue	Year 1 12 Months Jan-Dec 2022	Year 2 12 Months Jan-Dec 2023	Year 3 12 Months Jan-Dec 2024
Sources:							
Federal Grant ⁽¹⁾	\$ 4,558,683	\$ 4,558,683	\$ -	-	\$ -	\$ -	\$ -
REPI (Readiness and Environmental Protection Integration) Grant	541,317	541,317	-	-	-	-	-
Subtotal - Federal Grants	5,100,000	5,100,000	-	-	-	-	-
State Grant	1,258,133	-	1,258,133	-	-	-	-
Pierce County Grant	530,000	-	530,000	-	-	-	-
Subtotal - State & Local Grants	1,788,133	-	1,788,133	-	-	-	-
Lease-Back - Base Rent Revenue For Interfund Loan Repayment ⁽²⁾	553,536	-	553,536	553,536	184,512	184,512	184,512
Lease-back - For Appraisals, Legal Fees, Due Diligence	12,742	-	12,742	12,742	12,742	-	-
Lease-back - Remaining Available Balance	-	-	-	86,301	18,746	31,488	36,067
Subtotal Leaseback	566,278	-	566,278	652,579	216,000	216,000	220,579
Not Included in Base Rent - Leasehold Tax	-	-	-	71,074	23,691	23,691	23,691
Not Included in Base Rent - Landlord's Casualty & Liability Insurance	-	-	-	35,016	10,579	11,637	12,801
Subtotal - Leaseback	-	-	-	106,091	34,270	35,328	36,492
Total Sources	\$ 7,454,411	\$ 5,100,000	\$ 2,354,411	\$ 758,670	\$ 250,270	\$ 251,328	\$ 257,071
Uses:							
Purchase of Tactical Tailor Property	7,360,000	5,100,000	2,260,000	-	-	-	-
Due Diligence Activities	30,911	-	30,911	-	-	-	-
New Updated Appraisal	3,500	-	3,500	-	-	-	-
Legal Fees (request to proceed for acquisition)	55,000	-	55,000	-	-	-	-
Legal Fees (projected to complete transaction)	5,000	-	5,000	-	-	-	-
Leasehold Tax ⁽²⁾	-	-	-	71,074	23,691	23,691	23,691
Landlord's Casualty & Liability Insurance ⁽²⁾	-	-	-	35,016	10,579	11,637	12,801
Interfund Loan Repayment ⁽²⁾	-	-	-	553,536	184,512	184,512	184,512
Total Uses	\$ 7,454,411	\$ 5,100,000	\$ 2,354,411	\$ 659,627	\$ 218,782	\$ 219,840	\$ 221,004
Sources Over/(Under) Uses	\$ -	\$ -	\$ -	\$ 99,043	\$ 31,488	\$ 31,488	\$ 36,067

(1) Per Grant Award/Contract 2019-148 Section 8.6 Advance Payment - Key Points:

- Option is available, though must request advance funds at least 60 days prior to date needed for closing on parcels.
- Requests need supporting documentation" property identification/name, estimated closing date, acreage, location/priority area property appraisal, amount of Army funding requested, nature of interest being acquired, and benefit to mission.
- Limited to the minimum amount needed and be timed to be as close as is administratively feasible to the actual disbursements required.
- Within 60 days of spending, must submit reconciliation of advance funds to actual spending and also submit in the annual report.
- Deposit funds in interest bearing account unless not expecting to earn more than \$500 per year on federal cash balance or not feasible
- City has Federal Cash Advance Policy in place prior to receiving funds per 2 CFR 200 Uniform Grant Guidance.

- Assumes federal funds will be used directly for property acquisition.
- All other costs will be paid by State and Local funds.

(2) Lease-Back Revenue

- Assumes City keeps 100% for the NCZ program for future purchases of property and other costs.
- Base rent is \$18,000 per month for the first 24 months with adjustments to reflect cost of living beginning with the 25th month. Base rent does not include utilities, taxes such as property/leasehold, assessments and other fees and charges required to be paid, insurance premiums, etc. and will be paid/maintained by tenant.
- Base rent also does not include Tenant reimbursements to the City for Landlord's Casualty and Liability Insurance.

- Assumes 36 months lease-back beginning July 1, 2021 and ending June 30, 2024 based on rent rate schedule below.

	2022	2023	2024	2025
Monthly Rent	\$ 18,000	\$ 18,000	\$ 18,382	\$ 18,780
Annual Rent	\$ 216,000	\$ 216,000	\$ 220,579	\$ 225,366
Total Cum Rent	\$ 216,000	\$ 432,000	\$ 652,579	\$ 877,945
CPI Increase Est	-	-	2.12%	2.17%

DRAFT

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 6, 2021	TITLE: Reappointing Adriana Serrienne to serve on the Lakewood Arts Commission through October 16, 2024.	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2021-99 <input type="checkbox"/> 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 reappointment of Adriana Serrienne 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 appointments or re-advertise for this position.

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:

- | | |
|--|--|
| <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: Adriana Serrienne

(Please Print)

Home Address: 10716 Wauna St SW

City: Lakewood State: wa Zip: 98498

Home Phone Number: 206-501-8454 E-mail: adrianamariebayer@gmail.com

Present Employer: Clover Park School District

Address: _____ Work Phone: _____

Cell: 206-501-8454

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:

I have served on the Arts Commission since 2018

Date available for appointment: **Immediately**

Are you available to attend evening meetings? Yes ☒ No ☐

Are you available to attend daytime meetings? Yes ☐ No ☒

Recommended by: **Sally Martinez**

Education:

Associates Degree

Professional and/or community activities:

Volunteer for various community organizations and have organized several equity youth events with the Clover Park School District.

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

I have previously served on the Arts Committee and would like to continue for another term. I am also an artist. I am currently on the performing arts sub committee and, in the past, worked with a team to organize the concerts at the pavilion at Fort Steilacoom Park and a number of other events.

Please explain why you would like to be part of this board, committee or commission:

I would like to continue to serve on the Lakewood Arts Commission because not only am I passionate about the arts, I am also passionate about serving the diverse needs of our community. The work that we do in the commission gives our community the opportunity to come together and I would like to continue this work.

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:

Adriana Serrienne

Digitally signed by Adriana Serrienne
Date: 2021.11.09 14:37:00 -08'00'

Date: _____



**PLANNING COMMISSION
REGULAR MEETING MINUTES
November 3, 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, Linn Larsen, Paul Wagemann and Brian Parsons.

Planning Commission Members Excused: None

Commission Members Absent: Phillip Combs

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 October 20, 2021 were approved as written by voice vote M/S/C Wagemann/Larsen. The motion passed unanimously, 6 - 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 comments or written comments were received.

Public Hearings

None

Other

Mr. Don Daniels, Chair, introduced the newly appointed commissioner, Mr. Brian Parsons, to the members. Mr. Parsons expressed his desire to serve the Lakewood community and his call to civic duty.

Unfinished Business

Continued Discussion on 5-Year Energy & Climate Change Implementation Plan

Commissioners were assigned the task of choosing the top 10 action items from the complete list of 89 items. Mr. David Bugher tallied the choices into a table form and discussed each item and the number of votes received with commissioners. It was explained how each of the top 10 ties into other items and will facilitate the completion of all the items in the list. Mr. Parsons agreed to complete the same assignment with his choices to be added to the tally. After review of the current voting table commissioners discussed items and were given opportunity to make adjustments.

Mr. Bugher will complete an analysis of the top 10 based on the categories of timeframe, effort and need. Timeframes will be length of completion of less than one year, one to three years, or three plus years. Effort would be considered low if no or nominal cost, medium may require some funding, and high would be the need to hire consultants to complete the work of sequestration for example. Mr. Bugher spoke about the fact that Lakewood has a lot of stored

carbon and he has a future plan for reducing the footprint through open streets regulations and tree preservation program to help build credits. The third category of need would be considered low if there is no significant urgency, medium addresses importance and warrants some urgency, or high addressing the highest priority and most urgent issues in the region.

Next steps would be to prioritize the top10 choices for final selection and categorize. Opportunity to edit the language and make a detailed work plan will be provided prior to the public hearing tentatively scheduled for January 5, 2022. Recommendations would then be forwarded to City Council for consideration.

New Business

None

Report from Council Liaison

None

Reports from Commission Members and Staff

Mr. Bugher shared that City Council is discussing the Tree Preservation Plan and are considering hiring Berk Consulting Group to perform the work needed.

Ms. Tiffany Speir shared that the ARPA funds are moving forward with Council having decided to start with programs to fill the gaps for Lakewood residents. Half of the \$13.77 million dollars has been allocated.

Future Planning Commission Agenda Topics

11/17/21: Continue 5 Year Energy & Climate Change Implementation Plan recommendations, Introduction to Development Agreements

12/01/2021: Introduction to Tree Preservation Code

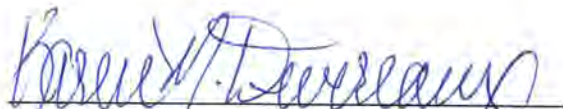
12/15/2021: Planning Commission Meeting Cancelled

Next Regular Meeting The next regular meeting would be held on November 17, 2021.

Meeting Adjourned at 7:10 p.m.



Don Daniels, Chair
Planning Commission 11/17/2021



Karen Devereaux, Recording Secretary
Planning Commission 11/17/2021



To: Mayor and City Councilmembers
From: Tho Kraus, Assistant City Manager/Administrative Services
Through: John J. Caulfield, City Manager *John J. Caulfield*
Date: December 6, 2021
Subject: Public Hearing - Transportation Benefit District Ordinance

Background

The 6-Year Transportation Capital Improvement Plan was updated for 2022-2026 and was presented to the City Council on August 8, 2021. The intent of the discussion was to establish a City Council approved priority list of projects for the City to pursue over the next 5-10 years. The City Council agreed on the top 17 transportation projects and requested a follow-up discussion on the financing strategy. The proposed financing strategy was presented to the City Council on October 25, 2021. The recommendation was to use the Transportation Benefit District \$20 vehicle license fee to leverage the issuance of bonds in support of transportation projects totaling \$11,600,000. The bonds would be repaid over a period of 20 years. Estimated annual debt service is \$835,000.

Seven projects were recommended to receive funding from the Transportation Benefit District \$20 Vehicle Licensing Fee (TBD \$20 VLF) bond issuance; however, are not on the current Transportation Benefit District Ordinance. These projects are required to be included in the list of TBD eligible projects, which requires a modification to the current TBD ordinance.

The seven additional projects are:

1. 302.0076 Nyanza Road SW: Gravelly Lake Drive to Gravelly Lake Drive

This project will finish the Gravelly Lake loop with approximately 5,400 lineal feet (lf) of new road surface, curb, gutter, sidewalks, shared use path, illumination, stormwater, and associated signal improvements for the north end of Nyanza. The improvements may include elimination of the signal and construction of a roundabout at Nyanza and Gravelly Lake Drive. This project finishes the sidewalk and shared use paths around Gravelly Lake and closes the loop from I-5 to the Lakewood Towne Center. The existing roadway is in fair condition but is a constant maintenance challenge with potholes and surface cracking with increasing costs annually. One traffic signal will be evaluated for replacement with either a mast arm signal system or a complete reconstruction into a roundabout with signal elimination.

2. 302.0075 Mt Tacoma Drive SW (Interlaaken to Whitman Ave SW)

This project provides for curb, gutter, sidewalks (one side), street lighting, and associated storm drainage and pavement reconstruction.

3. 302.0142/0153/0162 Ardmore/Whitman/93rd St

This project will complete Ardmore/Whitman/93rd Streets with curb, gutter, and sidewalks and a new driving surface where appropriate. This will connect the Steilacoom Boulevard corridor to the new Colonial Plaza and Towne Center shopping complex. This will improve pedestrian and non-motorized access through the corridor and improve the ride quality. The reconstruction of this roadway will be accomplished by bringing the infrastructure up to current standards by completing the street lighting system along the corridor, curb, gutter and sidewalks, pavement milling of the existing roadway and an overlay to improve mobility and ride

quality and remove the alligator cracking and asphalt spalling that is apparent throughout the project limits. Existing traffic signals will be upgraded with cameras for vehicle detection, and improved storm drain facilities will be installed.

4. 302.0083 Hipkins Road SW from Steilacoom Blvd to 104th St SW

This project will complete Hipkins Road SW with curb, gutter, and sidewalks. This will complete the roadway improvements between Steilacoom Blvd SW and 104th St SW initiated over 20 years ago as a means to slow traffic on Hipkins Road SW. This will improve pedestrian and non-motorized access through the corridor by connecting to existing and recently built sidewalks.

5. 302.0159 Idlewild Road SW: Idlewild School to 112th St SW

This project will complete the sidewalk on the west side of Idlewild Road SW from the school south to 112th St SW. Curb/gutter/sidewalk, overlay, drainage, streetlights. This is recommended as a part of supporting the connection across the City from Steilacoom Boulevard to Washington Boulevard using Hipkins/Idlewild/112th/Interlaaken. This will also include intersection improvements on two legs of the Idlewild/112th Street intersection.

6. 302.0160 112th St SW: Idlewild Road SW to Interlaaken Drive SW

This project will construct sidewalks along 112th Street SW between Idlewild and Interlaaken. Curb/gutter/sidewalk, overlay (full), street lights, raised crosswalk at Idlewild/112th, and drainage. This is recommended as a part of supporting the connection across the City from Steilacoom Blvd to Washington Blvd using Hipkins/Idlewild/112th/Interlaaken.

7. 302.0158 Interlaaken from 112th St to Washington Boulevard

This project will construct sidewalks on Interlaaken from 112th Street SW to the new roundabout at Washington Boulevard. Curb/gutter/sidewalk, drainage, overlay, street lights. Coupled with the Hipkins/Idlewild/112th street improvements, this project will complete the mid-city north-south non-motorized corridor. This is recommended as a part of supporting the connection across the City from Steilacoom Blvd to Washington Blvd using Hipkins/Idlewild/112th/Interlaaken.

In addition to updating the ordinance to reflect completed projects (no change) and TBD eligible projects, the ordinance also extends the TBD sunset date to coincide with the debt issuance. The TBD is currently set to expire at 12:01 AM on July 16, 2032 unless dissolved sooner. The estimated final debt service payment is December 1, 2044; therefore the recommended sunset is 12:01 AM December 2, 2044.

Recommendation

Approve the proposed revised Transportation Benefit District Ordinance which includes the seven additional projects and also identifies completed projects (no change) while maintaining a comprehensive list of TBD funded projects.

Next Steps

- December 20, 2021 – Adopt Transportation Benefit District Ordinance

Attachment

- Proposed Revised Transportation Benefit District Ordinance

ORDINANCE NO.

AN ORDINANCE of the City Council of the City of Lakewood, Washington, relating to the approval of projects to be funded with revenue generated by the City of Lakewood's Transportation Benefit District.

WHEREAS, on August 6, 2012 the City Council of the City of Lakewood adopted Ordinance No. 550 establishing a Transportation Benefit District, as authorized by RCW 35.21.225 and subject to the provisions of Chapter 36.73. RCW; and

WHEREAS, on September 15, 2014 an annual vehicle license fee in the amount of \$20 was established, consistent with RCW 36.73.065 to be collected by the Washington Department of Licensing on qualifying vehicles, as set forth in RCW 82.80.140 and Chapter 36.73 RCW; and

WHEREAS, the Transportation Benefit District finds it in the best interest of the District to fund transportation improvements that are consistent with existing state, regional or local transportation plans; and

WHEREAS, as part of the 2019/2020 biennial budget, the 6-Year Transportation Capital Improvement Plan was updated for 2019-2024 and determined that TBD funds are necessary to balance the updated CIP plan; and

WHEREAS, as the 6-Year Transportation Capital Improvement Plan was updated for 2022-2026 and determined that TBD funds are necessary to balance the updated CIP plan;

WHEREAS, the following capital projects funded by TBD funds are completed:

- Steilacoom Boulevard – Lakewood Dr to W of South Tac Way
- Lakewood Dr – 100th to Steilacoom Blvd
- Main Street – Gravelly Lake Drive to 108th St
- 59th – Main Street to 100th
- 108th – Bridgeport to Pacific Highway
- 108th – Main Street to Bridgeport

WHEREAS, the Lakewood Transportation Benefit District is set to expire at 12:01 AM on July 16, 2032 unless dissolved sooner; and

WHEREAS, the City Council approved Ordinance ____ authorizing the use of the \$20 vehicle license fee to leverage the issuance of bonds in support of transportation projects totaling \$11,600,000 to be repaid over period of 20 years;

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

Section 1. Amendment. The Lakewood Transportation Benefit District Ordinance TBD-

01, is hereby amended as follows:

Projects. The projects listed herein shall be funded with revenue generated by the Transportation Benefit District:

- Steilacoom Boulevard – Lakewood Dr to W of South Tac Way
- Pacific Highway – 108th to SR 512
- 100th – Lakeview to South Tacoma Way
- New LED Street Lights
- Signal Projects
- Minor Capital Projects
- Neighborhood Traffic Safety
- Personnel, Engineering, Professional Services
- Chip Seal Program – Local Access Roads
- Lakewood Dr – 100th to Steilacoom Blvd
- Lakewood Dr – Flett Creek to N. City Limits
- Main Street – Gravelly Lake Drive to 108th St
- 59th – Main Street to 100th
- 59th – 100th to Bridgeport
- 108th – Main Street to Bridgeport
- Custer – Steilacoom to John Dower
- 88th – Steilacoom to Custer
- 100th – 59th to Lakeview
- Non-Motorized Trail: Gravelly Lake Drive – Washington Blvd to Nyanza Road SW
- Overlay & Sidewalk Fill-In: Custer Road – John Dower to 500’ West of Bridgeport Way
- Nyanza Road SW
- Mt Tacoma Drive SW (Interlaaken to Whitman Ave SW)
- Ardmore/Whitman/93rd Street
- Hipkins Road SW from Steilacoom Boulevard to 104th Street SW
- Idlewild Road SW: Idlewild School to 112th Street SW
- 112th Street SW: Idlewild Road SW to Interlaaken Drive SW
- Interlaaken from 112th Street to Washington Boulevard

Section 2. Amendment. The Lakewood Transportation Benefit District Ordinance TBD-550, is hereby amended as follows:

Sunset Clause. Unless the City Council repeals or timely approves an extension of this Ordinance, this Ordinance and all provisions contained herein shall be and become null and void and lo longer of force or affect as 12:01 a.m. on December 2, 2044.

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 4. Effective Date. That this Ordinance shall be in full force and effect thirty (30) days after publication of the Ordinance Summary.

ADOPTED by the City Council this 20th day of December, 2021.

CITY OF LAKEWOOD

Attest:

Don Anderson, Mayor

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney



TO: City Council
FROM: Tiffany Speir, Long Range & Strategic Planning Manager
THROUGH: John Caulfield, City Manager
DATE: December 6, 2021
SUBJECT: American Rescue Plan Act (ARPA) Program Public Hearing for Recommended Expenditures

BACKGROUND

The City Council has adopted Ordinance 759, 761 and 763 to establish a Lakewood American Rescue Plan Act (ARPA) Program, Budget, and Special Revenue Fund. To date, the Council has approved \$4,192,719 in ARPA expenditures by third party organizations and the City of Lakewood.

The City Council held a study session on November 22 and is holding a public hearing on December 6. Included below is information about the eleven (11) recommended ARPA expenditures that are the subject of the public hearing.

Note: The recommended expenditure for Rebuilding Together South Sound's "Rebuilding a Healthy Neighborhood" Program was inadvertently not presented to the City Council on November 22. It was identified during the City's Community Engagement efforts as a potential use of ARPA funds in the Tillicum/Woodbrook, Springbrook, Lakeview and Monte Vista Neighborhoods and presented to the City Council on August 23, and was also approved within Ordinance 759. More details are included in the discussion below.

Note: A request from the City of Lakewood for ARPA funds to cover the cost of a temporary Human Resources Assistant (December 1, 2021 through June 30, 2022) to handle COVID-19 protocols and procedures for City staff has been added to the December 6 recommended list of expenditures. More details are included in the discussion below.

RECOMMENDATION

It is recommended that the City Council adopt the 11 recommended ARPA expenditures for:

Party	Program/Project	Amount including 5% City Direct Admin Costs
Tacomaprobono (2022-2023)	Pre-eviction Legal Representation for Lakewood Residents (2 years)	\$472,500
Rebuilding Together South Sound (RTSS) (2022-2026)*	Building a Healthy Neighborhood Program (5 years)	\$341,250*
Boys & Girls Club (2022-2026)	Teen Service Programs (“Teen Late Nights”, “Teen Mental Health First Aid”, “Talk Saves Lives”) (5 years)	\$237,374
YMCA (2022-2026)	Child and Teen Service Programs (Child Care, Summer Day Camp, Summer Learning Academies, Early Learning/Little Learners, Water Safety/Swimming Lessons, Youth Sports, Art Classes, Gymnastics, Leaders and Counselors in Training, Afterschool Club) (5 years)	\$769,372
City of Lakewood	Municipal Court Technology Improvements	\$141,750
City of Lakewood	City Council Chamber Dias Improvements	\$131,250
City of Lakewood	City Hall HVAC Air Handlers and Bipolar Ionization Installation	\$525,000
City of Lakewood	Installation of Handwashing Stations at Parks without Bathrooms	\$78,750
City of Lakewood	City Hall Reconfiguration Study: City Staff to 1st & 2nd Floors	\$105,000
City of Lakewood	LPD Retention Bonus	\$669,375
City of Lakewood	Temporary Human Resources Assistant (12/1/21 – 6/30/22) to handle City Staff COVID-19 Exposure Processes	\$32,162
Total (*not including RTSS since already accounted for)		\$3,162,533

* Included in Ordinances 759 and 761

If City Council approves all of the recommended expenditures listed above and described below, \$6,410,984 remains (\$6,090,434 for expenditures and \$320,550 in associated direct administrative costs) for as-yet-unidentified allocations to 3rd party organizations, multi-governmental partnerships, and/or additional City expenditures.

DISCUSSION

Tacomaprobono Recommended Expenditure:

The Tacomaprobono Housing Justice Project (HJP) will provide free, direct legal services to eligible Lakewood clients facing housing insecurity coming out of the COVID pandemic, including:

- legal advice and options for asserting repayment plan rights when receiving nonpayment eviction notices;
- consultation to determine a tenant’s housing barriers; and
- ongoing representation to obtain rental assistance and to assert tenant rights during formal mediation prior to eviction proceedings beginning.

The HJP's legal services will also assist clients to remove existing barriers to finding housing, such as outstanding legal financial obligations, prior evictions on their housing record, and vacating criminal records - all of which hamper low-income tenants from finding stable housing, even if the eviction process happens.

Boys & Girls Club Recommended Expenditure:

The Boys & Girls Club's activities will benefit disproportionately impacted low-income teens (ages 12-18) in the Lakewood Community, 86.5% of whom are BIPOC and 74.9% are low income (the majority are very low income and extremely low income.) B&GC's teen programs' purpose is to level the playing field for teens, providing opportunities and experiences which enable all kids to be productive, engaged and caring members of our community.

- "Teen Late Nights" encourages the development of youth in grades 6-12 by providing a safe environment, consistent adult involvement, and fun activities that foster excellence and a positive attitude. Specific activities focus on personal development including social skills, problem-solving techniques, communication skills, goal setting, and decision-making.
- "Teen Mental Health First Aid" teaches high school students how to identify, understand and respond to signs of mental illnesses and substance use disorders among their friends and peers. The training gives students the skills to have supportive conversations with their friends and get a responsible and trusted adult to take over as necessary.
- "Talk Saves Lives" is an education program that provides participants with a clear understanding of this leading cause of death, including the most up-to-date research on suicide prevention, and what they can do in their communities to save lives. Participants will learn common risk factors and warning signs associated with suicide, and how to keep themselves and others safe.

YMCA Recommended Expenditure:

YMCA's activities include Child and Teen Service Programs as listed below:

Name of Program/Service	Program Delivery:	Targeted Beneficiaries (per year)
Before and After School Child Care	Jan.-Jun.; Sept.-Dec.	40 children
Summer Day Camp	Mid-June through August	25 children
Summer Learning Academies	Mid-June through August	125 teens
Little Learners/Early Learning	Jan.-Jun.; Sept.-Dec.	25 children
Water Safety/Swimming Lessons	Year-round	250 children
Youth Sports	Year-round	100 children
Arts Classes	Year-round	50 children
Gymnastics	Year-round	20 children/teens
Leaders in Training/Teen Workforce Development	Year-round	25 teens
Afterschool Club	Jan.-Jun.; Sept.-Dec.	50 youth/teens

Most programs and services will be offered at the Lakewood Family YMCA community center. Child Care, Summer Day Camp, and Summer Learning Academies will be offered at YMCA outreach locations established in partnership and coordination with the Clover

Park School District, current including Custer Elementary School, Idlewild Elementary School, Four Heroes Elementary School (a new proposed location for FY2022), and Dr. Claudia Thomas Middle School.

Rebuilding Together South Sound (RTSS) Recommended Expenditure:

[Building a Healthy Neighborhood](#) is a partnership between Rebuilding Together, volunteers, neighbors, community leaders and local organizations to revitalize neighborhoods with safe, affordable, accessible homes and thriving community spaces. RTSS would make a multiyear commitment to a target neighborhood or area and coordinate with partner organizations to improve the health and safety of homes and strengthen community infrastructure through the revitalization of parks, schools, community centers and nonprofit facilities.

RTSS is proposing to establish Rebuilding a Healthy Neighborhood programs to run between 2022 and 2026 in multiple areas identified as ARPA Qualified Census Tracts populated by Disproportionately Impacted Communities (i.e., Tillicum/Woodbrook, Springbrook, Lakeview, and/or Monte Vista.)

The Rebuilding a Healthy Neighborhood program builds stronger neighborhoods and communities by bringing volunteers together to repair homes for low-income families, addressing the disproportionate impact job losses have had on the communities of focus in the City of Lakewood. In addition to bringing volunteers and construction expertise into the community for repairs at specific homes, we will host a Community Inreach Fair when we will bring as many nonprofits and social and human service organizations together as possible into the neighborhood where we are working. By bringing the service providers into the neighborhood, we are removing the barrier of transportation for those families. In the past we have closed down one section of the street and had a small fair with food and service providers. We can also host in a parking lot or elsewhere. Most importantly, bringing home repairs into a clustered area will bring the community together and create additional ownership of their collective space.

Budget: Attach additional pages as needed.

Annual Budget to host 2 Rebuilding a Healthy Neighborhood events each year for 5 years

Materials	\$26,000
Staff	\$26,000
GOS	\$6,500
Indirect	\$6,500
SUBTOTAL	\$65,000/year
TOTAL	\$325,000 over 5 years

City of Lakewood Expenditures

Temporary Human Resources Assistant to handle City COVID-19 Exposure Protocols and Procedures:

Lakewood's Human Resources (HR) Department is responsible for tracking when City staff members test positive and/or are exposed to COVID-19, and then working with affected

staff members to comply with federal and state COVID protocols. The administrative requirements to do so are significant and have resulted in an unanticipated workload for current HR staff members. This funding would cover the costs for a temporary HR Assistant who would handle the COVID-19 related work between December 1, 2021 and June 30, 2022.

Municipal Court Technology Improvements:

The recommendation is to fund the following:

- replace existing audio solution with new technology to include wireless microphones, handheld & lapel microphones;
- implement wireless content sharing providing real time collaboration during court proceedings utilizing an AirMedia presentation gateway solution;
- replace existing overhead speakers with new units to eliminate any overhead feedback or squeal;
- replace existing amplifiers, signal processors and mixing hardware;
- build the system around digital audio recordings software (currently For the Record 'FTR');
- implement new video solution to include cameras, digital display screens,
- remote streaming capability along with local recording options;
- implement new video solution which provides enhanced streaming capability, numerous recording and archival options for long term storage of court proceedings & provide online;
- remote services and court proceedings for the public; add assistive listening technology; and
- comply with all state and federal guidelines pertaining to Covid-19.

City Council Chamber Dias Improvements:

The dias improvements would be a Facilities and IT cooperative project to expand spacing and/or add COVID-19 protective barriers between Council members, provide additional space for A/V and written materials in front of Council Members, and then costs to move, extend or add cabling and other technology items.

City Hall HVAC Air Handlers and Bipolar Ionization:

The City Hall air handlers are near their end of life and would be replaced with these funds, resulting in a more energy efficient HVAC system. In addition, an air cleaning bipolar ionization system to reduce exposure risks would be installed similar to that funded for West Pierce Fire and Rescue with CARES funding in 2020. The system would reduce or eliminate recirculating pathogens throughout City Hall in public and employee spaces.

5 City Park Handwashing Stations:

Install handwashing stations at five City Parks (Oakbrook, Active, Washington, Edgewater, and Wards Lake) without bathrooms to reduce the spread of COVID-19.

City Hall Staff Reconfiguration to 1st and 2nd Floors:

The City is looking to reconfigure the City's operations in City Hall to just the 1st and 2nd floors in order to open up the 3rd floor for other uses. This recommended ARPA funding

would be for the first phase, hiring a space expert to analyze how to organize the first two floors. Actual remodeling and relocation would be handled in future phases with as-yet unidentified funds.

Lakewood Police Department Retention Bonuses:

The recommendation is to create a one-time retention bonus funded with ARPA funds. The offer to existing officers would be a \$7,500 lump sum payment (current 85 officers equates to \$637,500) in exchange for a commitment to remain with the department for three years. That amount of time should allow LPD to hire enough people to get staffing back up to a level commensurate with the services we are expected to provide. The City is expecting a large number of police officer retirements to occur in the near future. When the Police Department was established in 2004, many of the officers who were hired from other agencies had about the same number of years' experience; essentially early to mid-career.

While LPD had been expecting the retirements, a number of officers have decided to retire earlier than they originally planned and others are looking to leave the state altogether. New impacts from COVID-19 (such as when we have to periodically quarantine an employee due to potential exposure to the disease (e.g., prisoner transport, family exposure) has exacerbated the need to find new officers quickly.

LPD has been maintaining shift coverage with the use of overtime; however, that is not an optimal solution. Most members of the special operations unit have been reassigned to patrol and the remaining to conducting background checks on applicants. This has not been enough to maintain full staffing levels in patrol. LPD expects that use of overtime almost tripled from the second quarter to the third quarter 2021. This not only has a budgetary impact, it also puts significant stress on officers, leading to burnout and exasperating the issue. In addition, LPD may need to pull officers from ancillary units like neighborhood policing and property crimes unit to help support basic staffing in patrol. This could require the termination of the Western State Hospital Community Partnership contract and the Behavioral Health Contact Team in order to reassign the affiliated neighborhood police officers (NPOs).

LPD also continues to aggressively recruit both new police officers and laterals as quickly as the state civil service process allows. We recently implemented incentives to attract lateral applications, however, we also need to provide incentives to entice current officers from not leaving and/or retiring early.



TO: Mayor and City Council

FROM: Michael Vargas, Assistant to the City Manager

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

DATE: December 6, 2021

SUBJECT: Review of interlocal agreement for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County

ATTACHMENTS: Interlocal agreement

It is recommended that the City Council authorize the execution of an interlocal agreement (ILA) between Pierce County and the City of Lakewood (and all cities and towns in Pierce County) to allow for the development of the new 2022 Tacoma-Pierce County Solid & Hazardous Waste Management Plan given the 2000 plan will soon expire after being in place for the last 20 years.

The purpose of this ILA is to authorize Pierce County as the lead planner and lay out the obligations of both parties (the same with all other cities and towns in Pierce County) when creating and updating the new 20-year Plan as required by [RCW 70A.205](#). Signatory cities have the ability to review the draft plan and suggest changes, however Pierce County is not required to incorporate the changes into the final draft.

About every five years, Pierce County will create a “plan supplement”, as done with the original 2000 plan, which examines outcomes and implements plan amendments. Signatory cities have the ability to propose plan amendments for inclusion in the plan supplements. The new plan will emphasize equity, resilience, and environmental impact, while pursuing a direction of decreasing overall waste, both recyclable and otherwise.

The interlocal agreement will come forward for City Council approval on Monday, December 20, 2021. After the ILA is authorized, the County will send a draft plan for review in early January, 2022. The City has 30 days to respond to the draft plan. After a majority of signatory cities have submitted comments, the final plan will be sent for adoption.

Interlocal Agreement for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040(3)(c), this Interlocal Agreement (Agreement) is entered into between Pierce County, a municipal corporation, and a political subdivision of the State of Washington ("County"), and the City of Lakewood, a municipal corporation authorized by Washington State, establishing the obligations of the Parties for comprehensive solid and hazardous waste management planning.

WHEREAS, the City of Lakewood and the County acknowledge that County intends to enter into identical individual Agreements with the cities and towns of Bonney Lake, Buckley, Carbonado, DuPont, Eatonville, Edgewood, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Roy, Ruston, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson, creating a single agreement among all parties who execute identical individual Agreements. Each identical individual Agreement will differ only as to the City or Town identified as the non-County party to the Agreement. This Agreement will reference the cities and towns who execute individual identical Agreements collectively as the "Signatory Cities" and individually as the "Signatory City." Any signing entity also may be referenced as "Party" or, in any combination, "Parties."

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, RCW 70A.205.040 requires cities to either 1) prepare their own solid waste management plans for integration into the county plan or 2) agree with the county to participate in a joint city-county solid waste management plan or 3) authorize the county to prepare a city plan for inclusion in the comprehensive county solid waste management plan; and

WHEREAS, County and many of the Signatory Cities previously entered into an Interlocal Agreement for the purpose of implementing the 2000 Tacoma-Pierce County Solid Waste Management Plan, which plan must now be replaced; and

WHEREAS, the Parties wish to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream; and

WHEREAS, the Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling programs, and residential yard waste collection programs; and

WHEREAS, the Parties wish to agree to a coordinated system for the management and disposal of solid waste in Pierce County; and

WHEREAS, RCW 39.34.030 authorizes governments to enter agreements to jointly or cooperatively exercise their powers;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

I. PURPOSE OF AGREEMENT

The Parties intend this Agreement to provide for creation of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan, implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.

II. AUTHORITY

- A. The planning process that is the subject of this Agreement is required by and governed by Chapters 70A.205 and 70A.300 RCW.
- B. The Signatory Cities hereby choose, under RCW 70A.205.040(3)(c), to authorize Pierce County to prepare a plan for the Signatory Cities' solid waste management and to incorporate Signatory City plans in the County's comprehensive 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan ("Plan").
- C. The Signatory Cities agree that County will coordinate development of the Plan through the Pierce County Solid Waste Advisory Committee (SWAC), an advisory citizen board which includes Signatory City representation.
- D. The Signatory City executing this individual Agreement agrees that by doing so, it is entering into an agreement among the County and all Signatory Cities, binding County and all Signatory Cities to the terms set forth in this Agreement.

III. OBLIGATIONS

A. County

1. County, at its own expense, will prepare, and maintain in a current condition, the Plan, including plans for the Signatory Cities. As part of this obligation, County will circulate drafts to the Signatory Cities for review and comment and will circulate final drafts to the Signatory Cities for approval or rejection.
2. The County will coordinate planning activities with the City of Tacoma and incorporate materials submitted by Tacoma into the Plan.
3. County will implement and comply with applicable elements of an adopted Plan and any updates thereto.

B. Signatory Cities

1. Each Signatory City, at its own expense, will review and respond to draft versions of the Plan and updates thereof.
2. Each Signatory City, at its own expense and following its own procedures, will either approve the final draft of the Plan or of any update or will instead

prepare and deliver to the Pierce County Auditor that Signatory City's own solid waste management plan for integration into the Plan.

3. Signatory Cities will implement and comply with applicable elements of an adopted Plan and any updates thereto.

C. Budget and property

No financing, joint budget, or joint property acquisition is required for the joint and cooperative exercise of local government powers under this Agreement. Each Party is responsible for the expenses listed as its obligation above and shall also be responsible to acquire, hold, or dispose of any real or personal property needed to meet its obligations under this Agreement.

IV. DISPUTE RESOLUTION

- A. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort. If the Parties are unable to resolve the dispute, the Parties hereby agree to arbitration. The Parties shall attempt to agree on an arbitration administrator, a set of arbitration rules, and a single arbitrator. If they cannot, then the Parties hereby agree to select the arbitrator or arbitration panel and to conduct the arbitration under the administration and rules of JAMS Seattle Mediation, Arbitration and ADR Services. The decision of the arbitrator or arbitration panel shall be considered final. In any dispute, each Party shall be responsible for its own attorney fees and other costs, and each disputing Party shall pay an equal share of the costs of arbitration, mediation, or other alternative dispute resolution.

V. ADDITIONAL MUNICIPALITIES

- A. Additional municipal entities may join the agreement among County and all Signatory Cities if that municipal entity's governing body agrees to the then current terms of this Agreement (including any amendments) pursuant to RCW 39.34.030(2) and executes an identical individual copy of the Agreement.

VI. PLAN DEVELOPMENT PROCESS

- A. The Parties agree to the following process for development of the Plan, updates to the Plan, and replacement of the Plan.
- B. Process
 1. With input from SWAC, County staff will develop a draft and circulate that draft to Signatory Cities and to the Washington State Department of Ecology (Ecology).
 2. Signatory Cities will provide responsive comments, if any. If a Signatory City has not provided a response 30 days after receiving the draft, County may presume that Signatory City has no response and is not seeking any change to the draft.
 3. After good faith consideration of any responses from Signatory Cities and Ecology, County staff will prepare a final draft. County has discretion to

decide whether to change the final draft as a result of a Signatory City response.

4. County will provide the Signatory Cities with the final draft for each Signatory City to consider for approval under that City's own governing procedures.
5. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.

C. Initiating Amendments and Updates

1. Either the County or any Signatory City may propose amendments to the Plan to keep the Plan in a current condition. Upon such proposal, County shall conduct the Plan development process as outlined in this section.
2. The County shall prepare Plan updates as required by Chapter 70A.205 RCW or by Ecology.

VII. PLAN OR UPDATE ADOPTION

The Plan, any Plan update, and any replacement Plan are adopted when the Plan or update has been fully approved, under each approving Party's governing procedures, by any combination of Signatory Cities and of the County representing 75% of the population living within the Pierce County Solid Waste Management System's geographic area. The Pierce County Solid Waste Management System includes all of Pierce County except the City of Tacoma and Joint Base Lewis McChord. To determine the 75% threshold, the Parties agree to use the population numbers maintained by the Washington State Office of Financial Management. Each Party hereby agrees to be bound by and comply with any Plan or update that is so approved, even if that Party has not itself approved it, reserving such a Party's right to end its participation in this Agreement as set forth herein.

VIII. TERM

- A. Commencing on the Effective Date, as defined herein, the term of this Agreement is twenty (20) years.
- B. A Signatory City may withdraw from this Agreement before expiration of the term, but only upon submission of its own solid waste management plan and its own hazardous waste plan, satisfying all requirements for such plans under Washington State law. To allow time to prepare and obtain approval of those required plans, a Signatory City must provide 12 month's advance written notice to County before the proposed withdrawal date. Withdrawal will not be effective until that proposed withdrawal date or until full approval of the required plans, whichever date is later.
- C. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated by any Party's legislative body for that Party's obligations under this Agreement for any future fiscal period, that Party will not be required to meet those obligations after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized that Party's legislative body,

PROVIDED THAT, each Party is and remains obligated to comply with an adopted Plan and any updates thereto regardless of fund allocation or appropriation. No penalty or expense shall accrue to the affected Party in the event this provision applies.

- D. The Parties do not anticipate that this Agreement will result in the joint ownership or possession of any real or personal property. Upon expiration or earlier termination, there will be no jointly held property needing disposition. Each Party will remain responsible for its own costs, whether incurred during this Agreement or otherwise.

IX. EFFECTIVE DATE

- A. This Agreement shall be effective after it is approved by the Pierce County Council and executed by the Pierce County Executive, which shall occur only after the Signatory City has fully executed it.

X. NOTICE

- A. Notices required by or related to this Agreement shall be in writing and sent by either: (a) United States Postal Service first class mail, postage pre-paid; (b) personal delivery; or (c) by email to the email addresses designated below, if the subject line indicates that the email is formal notice under this Agreement and also references the Pierce County contract number designation. The notice shall be deemed delivered on the earlier of: (a) Actual receipt; (b) Three (3) business days from deposit in the United States mail; or (c) the day and time the email message is received by the recipient's email system, but emails received between 5:00 PM and 8:00 AM will be considered delivered at the start of the next business day. Notices shall be sent to the following addresses:

Pierce County contact information:

Contract Services
950 Fawcett Avenue, Suite 200
Tacoma, WA 98402
pcpwcontractservices@piercecountywa.gov

City of Lakewood Contact information:

John Caulfield, City Manger
jcaulfield@cityoflakewood.us

- B. Any Party, by written notice to the others in the manner herein provided, may designate a physical or email address different from that set forth above.

XI. ADMINISTRATOR

No separate entity or joint board is established by this Agreement. The manager of the Sustainable Resources Division of the Pierce County Planning and Public Works

Department shall be the Agreement Administrator. If a Division of that name ceases to exist, the manager of whatever County office succeeds to its responsibilities shall be the Agreement Administrator.

XII. MUTUAL INDEMNIFICATION

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the indemnifying Party, its elected and appointed officials, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

With respect to the performance of this Agreement and as to claims against the other Party, its officers, agents and employees, the indemnifying Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the indemnifying Party. This waiver is mutually negotiated by the parties to this Agreement.

XIII. ENTIRE AGREEMENT AND MODIFICATION

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

XIV. CHOICE OF LAW, VENUE AND RESPONSIBILITY FOR ATTORNEY FEES AND COSTS

This Agreement and all issues relating to its validity, interpretation, and performance shall be governed by and interpreted under the laws of the State of Washington without regard to conflict of law provisions. In the event any suit,

arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue will be in Pierce County, Washington. In the event of any dispute related to this Agreement, whether pursued in court or otherwise, each Party shall be responsible for its own actual attorney fees and costs.

XV. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect.

XVI. RECORDING OR PUBLIC LISTING

The Parties agree that this Agreement, after full execution, either will be recorded with the Pierce County Auditor or listed by subject on Pierce County's web site or other electronically retrievable public source, as required by RCW 39.34.040.

XVII. COUNTERPARTS

This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Digital signatures, including those transmitted by e-mail (PDF attachment) or facsimile transmission shall be acceptable.

IN WITNESS WHEREOF, this contract will be fully executed when all parties have signed below.

CITY OF LAKEWOOD:

Heidi Wachter, City Attorney **Date**

Briana Schumacher, City Clerk **Date**

John Caulfield, City Manager **Date**

PIERCE COUNTY:

Approved as to Legal Form Only:

Prosecuting Attorney **Date**

Approved:

Department Director **Date**

Finance Director **Date**

County Executive **Date**



TO: Lakewood City Council

FROM: Dave Bugher, Assistant City Manager/Community & Economic Development Director

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

MEETING DATE: December 6, 2021 (Regular Meeting)

SUBJECT: Interim Tree Preservation Regulations

ATTACHMENTS: None

Purpose: The purpose of the memorandum is to provide information regarding the enactment of interim tree preservation regulations. Interim regulations can be adopted by ordinance as a general police power regulation, if it is needed for the protection of the public health, safety, or welfare. Legal authority to enact interim zoning regulations is the same as that for moratoria; they are legally the same thing.

Basic Concepts: Constitutionally, people do have a right to use of their property based on comprehensive plans and zoning already in place, and only amended once a year, in order to provide a degree of certainty in land use regulation. Interim regulations step aside this normal process and impose new limitations, outside a rigorous public process.

IF interim regulations are to be considered, justification for circumventing the statutory process must be articulated and any resulting interim regulation must be carefully tailored to address the particular problem in order for the action to be reasonable. The urgency of the need should be obvious, with use of the interim regulations limited to those situations where there is a pressing public need for action that cannot be reasonably addressed in any other way. Interim regulations should not be used to address routine land-use issues, as normal zoning and related land-use tools can adequately handle such issues. Interim regulations should be as specific as is possible as to its cause, duration, geographic coverage, and subject matter coverage. There should be no vagueness as to what is being regulated.

Interim regulations, by nature, are not permanent and assume potential later adoption of permanent regulations. This means that the City should be exploring options for permanent regulation during the term of the interim regulation (which is underway through the BERK Consulting contract). The goals to be accomplished should be stated at the outset. Such goals are not binding, but progress should be communicated as work proceeds; without an urgent need for the interim regulations and work on permanent regulations, the interim regulations are hard to defend. The interim regulations will require a commitment of resources to the process.

Content of Interim Regulations: The City Council has yet to articulate the terms of any interim regulations, which makes writing this memorandum challenging. In its simplest form, if the City Council were to adopt interim rules, the most basic approach would be to focus on “no net loss” of Garry oaks in single family residential and industrial zoning districts. If the City Council wants something more comprehensive, then the development of the interim regulations becomes more complex.

Advantage/Disadvantages to Interim Regulations: A general pros/con analysis has been prepared below based on a no net loss of Garry oaks in single family residential and industrial zoning districts.

Advantages:

1. Interim regulations would result in no net loss of Garry oak trees in all single family residential, and industrial zoning districts, excepting exemptions, or the removal of hazardous Garry oaks. This “pro” assumes no violation, intentional or otherwise, of the interim regulations. Should such violation occur, the City would have to enforce, given the interim regulations are adopted to address an urgent situation.

Disadvantages:

1. Interim regulations are the same as a moratorium, and ripe for litigation.
2. Again, the City Council has not articulated the terms of any proposed interim regulations; however, it is strongly encouraged that whatever they be, they should be easy to follow. Interim regulations would be drafted internally with the assistance of BERK and Associates under a separate contract for services, and not to exceed \$10,000. This assignment will also modify current work plans. Revisions to the MFTE ordinance, scheduled for January/February, 2022, will be bumped to March/April, 2022.
3. Adoption of interim regulations undercut the reliability of the development code. The development community will view the interim regulations as reactionary. It could affect pending projects that are in the development stage. Moreover, development in Lakewood is either redevelopment or infill which is already challenging. Permitting is unique since the City does not own its utilities. Interim regulations would add another permitting layer and potentially increase development costs.
4. Garry oaks are not Washington State endangered, threatened, sensitive, or candidate listed species. Garry oaks are currently classified as priority habitat species if found on a parcel greater than one-acre in size, and in close proximity to water.
5. Interim regulations require specific findings that support the legislative act and are good for six-months, unless extended. Once interim regulations are adopted, the City Council is required to conduct a public hearing within sixty (60)-days. Extensions must also be supported by specific findings. The City Council’s goal is to have revised tree preservation regulations in place by August, 2022. If interim regulations were enacted, in January, 2022, the City Council would have to extend the interim regulations at least one-more time, including holding another public hearing.

6. Previously issued tree removal permits do not provide information on the types of trees that are felled, thus, there is no database to draw from. We are unable to provide specific data on the estimated number of Garry oaks that would be "saved."
7. Interim regulations would affect thousands of properties (12,084 single family residential lots, to be specific, and about 500 +/- industrial lots); it will require a substantial public outreach program. Regardless of the process wrapped around adoption of interim regulations, the core question is why such regulations are needed rather than following the statutory process – what is the harm that is prevented, what is the urgency?
8. Expect that some property owners will inadvertently remove Garry oaks. Property owners would be fined. The amount of the fine would be based upon the size of the tree removed, unless the property owner entered into a mitigation agreement with the City. The enforcement aspect of interim regulations could substantially increase the work load of code enforcement, and current planning.
9. Interim regulations would change priorities for the permit counter. Depending on the content of the regulations, we could expect to receive more tree removal permit applications. Fewer over the counter tree removal permits would be issued. It would take longer to process tree removal permits. We would experience frustrated property owners who may have to mitigate for no net loss, which may also require special reports, and increase costs.
10. A tree removal permit remains free of charge unless the interim regulations, plus an amendment to the fee schedule, addresses tree removal fees.

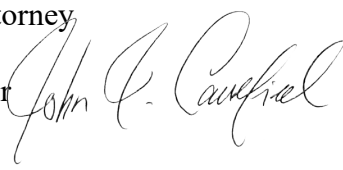
"Big" Issues and Questions:

- A moratorium, or the use of interim regulations, is fraught with difficulty, in addition to potential legal challenges.
- What is the urgent need to require interim regulations? What is the justification?
- So far, the City Council has neither articulated its goals, nor the terms of interim regulations.
- Depending on how it is drafted, interim regulations will likely impact a very large number of property owners. Unknown consequences are lurking.
- May cause a redistribution of City resources, with the most significant impact being current planning.
- If the City Council adopts interim regulations, the City Council will have to extend around May, 2022.



TO: Mayor and City Council

FROM: Heidi Ann Wachter, City Attorney

THROUGH: John Caulfield, City Manager 

DATE: December 6, 2021

SUBJECT: Moratorium Update

A moratorium is a pause on all new development, land use, and construction applications in order for the City to consider new development and zoning regulations. Here, the City contemplates denial of permits that would allow the cutting of Garry Oak trees in the City of Lakewood.

Once adopted, the moratorium will only apply prospectively. It will not apply to any completed permit application submitted prior to its enactment.

The purpose of a moratorium is to provide time for the City to consider appropriate regulations. Development regulations necessarily involve study and public participation, which take time. The moratorium prevents the at-issue development during this time.

Moratoria are specifically authorized to code cities under state law:

RCW 35A.63.220

Moratoria, interim zoning controls—Public hearing—Limitation on length.

A legislative body that adopts a moratorium or interim zoning ordinance, without holding a public hearing on the proposed moratorium or interim zoning ordinance, shall hold a public hearing on the adopted moratorium or interim zoning ordinance within at least sixty days of its adoption, whether or not the legislative body received a recommendation on the matter from the planning agency. If the legislative body does not adopt findings of fact justifying its action before this hearing, then the legislative body shall do so immediately after this public hearing. A moratorium or interim zoning ordinance adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium of [or] interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.¹

¹ [RCW Chapter 35A.63 Planning and Zoning in Code Cities](#)

The initial moratorium may take immediate effect but requires a subsequent public hearing within sixty days. It expires six months after adoption but may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal. Included in the findings of fact should be facts supporting the necessity of the moratorium. The adopted ordinance should also direct study of the issue and that a recommendation for permanent regulation be made.

State law treats interim regulations identically to moratoria. Any regulation that truncates the public participation element of land use legislation will require justification as to immediate necessity, how the moratorium or interim regulation addresses the immediate necessity and a plan for what activity will take place during the pause on development.

Risk elements of moratoria and interim regulations depend on the impact on property owners and the degree to which reliance is placed on current Code. Washington case law addressing moratoria are related to development on shorelines, which is distinguishable because of the special regulations regarding shorelines. However, there is some indication of the Court's perspective to be considered:

Biggers v. City of Bainbridge Island - The distinguishable element of this case from the moratorium contemplated by the City is the shoreline. The Shoreline Management Act (SMA) authorizes the State to be the primary authority over shoreline development. The SMA does not authorize cities to unilaterally enact moratoria in its jurisdiction. This carried the decision in favor of the property owners.

In a concurring opinion, Justice Chambers agreed with the outcome but voiced his concern about the exercise of municipal authority over property owners:

"I write separately in part to state in unequivocal terms my view that the City of Bainbridge Island's year after year renewal of a shoreline building permit moratorium was an act of a stagnant municipal government. Those who govern fail the public's trust when they are unwilling, unable, or simply neglect to roll up their sleeves, gather the information necessary, and make the tough decisions they are elected to make. Passing annual, rolling moratoria reflects a disregard for those within its geographical limits who wish to fully enjoy the use and benefits of the property they own and the need of individuals to engage in their own critical planning. People who have property within the city's boundaries, perhaps their largest asset in the world, are impacted by a moratorium in their ability to use, improve, or transfer property and their ability to plan for personal, family, and business purposes. In my view, the city's failure to meaningfully govern while depriving people of the ability to use or plan for the use of their property was unreasonable and exceeded any constitutional authority it may have had."

While the case is distinguishable, the sentiment expressed by Justice Chambers should warrant caution. Moratoria impact the ability of property owners to fully enjoy their property. Justice Chamber's comment is not restricted to a business loss; he includes concern for personal and family use and planning. While this only a concurring decision, it is reasonable to expect some other judges may feel similarly.

Samson v. City of Bainbridge Island – This case is again distinguishable from the City's contemplated moratorium due to the shoreline element. It is also distinguishable from *Biggers*. *Samson* pursued civil rights and other causes of action rather than the state claims asserted in *Biggers*. The federal court was not persuaded.

A newer case adds the concern that first, property owners may not follow the moratorium or interim regulation and, more importantly, may prevail in court when the city tries to enforce it:

Seven Hills, LLC v. Chelan County – This case is recognized for addressing nonconforming use, but the fact pattern involves a moratorium. The case turns on when a nonconforming use is established and what impact a moratorium has on a business owner's attempt to establish such a use. The court found against the city – the moratorium did not hold when the business owner violated.


There is no meaningful difference between a partial versus total moratorium. Perhaps the nature of any cause of action brought would be different, business impact versus impact to personal enjoyment. Regardless, if litigation were to follow, the City would defend based on the authority to enact moratoria. This defense is legally sound but not a guarantee, does not mitigate the cost of litigation, and does not benefit the public impression of the City versus a private property owner.

Litigation defending a moratorium would not likely be covered by insurance defense. Insurance might cover other types of claim based on the City choosing to not to adopt a moratorium.



TO: Mayor and City Council

FROM: Courtney Brunell, Planning Manager
David Bugher, Assistant City Manager

THROUGH: John Caulfield, City Manager 

DATE: December 6, 2021

SUBJECT: Formation of the Tree Advisory Ad Hoc Committee

Purpose: The purpose of this memorandum is to provide the City Council with an overview of existing regulations and best practices to establish an ad hoc committee for the tree preservation code update.

Background: In Summer, 2021 the City Council directed the City Manager to begin the process to amend the City's tree preservation code (Title 18, Chapter 18.70, Article III). On November 15, 2021 the City Council approved a scope of work and draft public participation plan to rewrite/update the tree preservation code. To move forward with the approved plan, the next step includes the formation of a Tree Advisory Ad Hoc Committee that will provide recommendations to the Planning Commission and City Council.

Ad Hoc Committee Code Overview: Formation of the ad hoc committee is regulated under Lakewood Municipal Code (LMC) Title, 2 Chapter 2.67 and includes

2.67.010 Appointment. 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).

Comments: It is suggested that the City Council advertise for appointments to the committee. The advertisement would include an end-date for application submittal. Prospective applicants would submit an application. Applications will be provided in English, Spanish, and Korean. The City Council would then review the applications and make appointments. To stay on schedule, the City Council may want to open up an application period in December, with appointments and ad hoc committee governance occurring in January 2022.

The City, in partnership with BERK Consulting will reach out to the organizations and groups identified by City Council to request participation. Additionally, the opportunity will

be advertised in various forms of media including the newspaper, posting on the City's website and social media platforms.

2.67.020 Work Plan. 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.

Comments: It is assumed that the ad hoc committees work plan will correspond with the approved scope of work reviewed by the City Council on November 1, 2021 & approved on November 15, 2021. A copy of the scope of work will be advertised as part of the application process.

2.67.030 Membership. 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.

Comments: The size of the ad hoc committee has not been determined. Once City Council authorizes the formation of the ad hoc committee and agrees to the process of recruiting participants, the opportunity will be advertised for a period of three (3) weeks. After the application period closes, the City Council will evaluate the contribution that each applicant may make if appointed to the commission. Criteria to guide the City Council in its evaluation may include:

- a. Ability to communicate with other committee members and the public;
- b. Desire to perform public service;
- c. Ability to express ideas, concepts or philosophies;
- d. Desire to participate in the decision-making process.

Once formed, the ad hoc committee will be required to appoint a chair and vice chair. Thus, the City Council may also want to evaluate potential member's leadership abilities, such as:

- e. Past or present leadership experience;
- f. Past or present participation in community services; and
- g. Expressed interest in a leadership role.

The size of the committee is anticipated to allow for diverse representation while be a manageable size to accomplish project objectives within the timeframe and allow for members to share timely input. In reviewing materials on this subject, we could not find any substantive information as to the appropriate size of an ad hoc committee. However, in general, the larger the size of the committee, the more time it takes to complete a project.

One possible solution is for the City Council to examine the size of other City boards/commissions in making a determination -

The civil service commission:	Three (3) members.
The independent salary commission:	Five (5) members.
The public safety advisory committee:	No less than seven (7) nor more than fifteen (15) members.

The community service advisory board:	Nine (9) members.
The parks and recreation advisory board:	Seven (7) members.
The promise advisory board:	Up to eleven (11) members.
The landmarks and heritage board:	No more than nine (9) members, three (3) of which with experience in historic preservation or related fields.
The arts commission:	At least seven (7) but no more than fifteen (15) members.
The planning commission:	Seven (7) members.



Recommendation on ad hoc committee size: The size of the committee will be dependent on three factors: the scope of work, which includes a completion date of August 2022; the number of applications received; and the quality of the applications. Our recommendation is nine (9) to thirteen (13), with a preference towards the lower number, nine (9).

2.67.040 Compensation. Members of the ad hoc committee shall serve without compensation.

Comments: None.

2.67.050 Termination. 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.

Comments: The City Council has identified a goal of having the revised code adopted by August, 2022. To accomplish this task, the ad hoc committee should complete their review and make recommendation to the Planning Commission no later than June 1, 2022.

2.67.060 Reporting. 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.

Comments: It is expected that the ad hoc committee will hold approximately six (6) virtual meetings through 2022. This committee will serve to provide recommendations to the Planning Commission and City Council. It is intended that the committee will provide a recommendation to the Planning Commission and City Council no later than June 1, 2022.

Tree Advisory Board Committee Member Expectations:

Given the importance of this issue, it is recommended that the City Council also consider adopting *Expectations for Advisory Board Members* which will be advertised along with the scope of work for the application. Expectations may include:

- All committee meetings are to be conducted in public session and noticed in accordance with State law (an overview of the OPMA will be included in their first meeting).
- Committee members are expected to attend approximately six (6) meetings between February and June, 2022.
- Individual committee members and the collective group will listen carefully to community opinions, attitudes and needs to report to the Mayor and City Council.
- Individual committee members will be fair, impartial and respectful of public, staff and each other.
- Committee members will respect the limitations of their individual and collective authority. The role of the committee is to advise the City Council and/or staff. An appointment does not empower a committee member to make final decisions or supervise staff.
- Members will strive to appreciate difference in approach and point of view, whether from each other, the community, the City Council or staff.
- Each member will participate in the group's discussions and work assignments without dominating the discussion or activity of the committee.
- The committee chair will ensure that all members have a fair, balanced and respectful opportunity to share their knowledge and perspectives.
- The committee will attempt to reach a consensus on issues. If consensus is not possible, strong differing opinions, such as "minority" opinions, should be recorded and acknowledged in the committee's report to the City Council.

Next Steps:

1. On December 20, 2022, the City Council approves the formation of the Tree Advisory Ad Hoc Committee application, scope of work and member expectations via resolution. .
2. The City Clerk advertises the opportunity and invites members of the community to apply. The application is posted for a period of three (3) weeks.
3. At the conclusion of the application period the City Council will review the applications and appoint members based on their experience, expertise and interest to effectively complete the work plan.
4. Members appointed by the Council will be notified by the City Clerk.
5. Approximately six (6) meetings will be held from February through May, 2022.

6. Planning Commission Review, no later than June, 2022.
7. City Council Review, July, 2022.
8. City Council Adoption, August, 2022.

Attachments:

Draft application; and
Approved scope of work

CITY OF LAKEWOOD, WA
TREE PRESERVATION CODE
AD HOC COMMITTEE APPLICATION FORM

NO LATER THAN BLANK DATE, return completed form to: Briana Schumacher, City Clerk (RE: Tree Preservation Code Ad Hoc Committee)
6000 Main Street SW
Lakewood, WA 98499-5027
(253) 983-7705 phone;
bschumacher@cityoflakewood.us

Upon submission, all information on this form becomes public record.

Applicant – Please fill in this section.

Name:
Home address:
City: State: Zip:
Mailing address (if different):
Telephone (home): (work):
Email:
Current Employer:
Occupation:
Education:

Professional activities that relate to this Ad Hoc Committee:

Community activities that relate to this Ad Hoc Committee:

List any experience that would assist you in serving on this Ad Hoc Committee

Do you currently serve on a Lakewood board or commission?

The City Council wants to avoid any potential conflict of interest or questions about the appearance of fairness in appointing citizens to commissions, boards and committees. Therefore, we ask you to respond fully to the following:

Please list each organization with which you are involved, its mission and your position.

Board	Organization	Mission	Position
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Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations/decisions as a member of this Ad Hoc Committee?

Why are you interested in serving on this Ad Hoc Committee?

By signing this Application Form, Applicant/Nominee acknowledges that he/she will comply with all city policies, city code, and state law. Applicant/Nominee also acknowledges that any record, including personal e-mail, prepared, owned, used, or retained by Applicant/Nominee in the conduct of Ad Hoc Committee business is a public record, and Applicant/Nominee agrees to produce said records to County upon request. Failure to comply with the above provisions may result in Applicant/Nominee's removal from the Committee.

Signature:

Date:

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 Equity¹
 - 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 August 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

¹ See: https://cityoflakewood.us/wp-content/uploads/2021/04/RELEASE_202104-Resolution-2021-05-1.pdf

2017), the Consultant team can synthesize and evaluate the most current information and set a more 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. The code evaluation and best practice research will address the range of tree types in Lakewood including Garry Oaks and other species of deciduous and evergreen trees.

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. This will include a comparison of tree removal permit fees from example jurisdictions. 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. See Attachment B for an initial Public Participation Plan.

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 summer 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	
Phase 1: Public Participation Plan					
Preliminary Draft	4	2	1.5		
Revised Draft	2	0			
Subtotal	6	2	1.5	0	9.5
					\$1,885
Phase 2: Tree Code Review and Facilitation					
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				
Subtotal	102	62	7.5	20	191.5
					\$35,705
Total Estimated Hours	108	64	9	20	201
Cost (Hours*Rate)	\$24,300	\$8,960	\$1,530	\$2,800	\$37,590
Subtotal Consultant Cost	\$37,590				
PlanIT Geo	\$21,550				
Project Expenses at ~2% of Project Budget	\$750				
Estimated Project Total	\$59,890				

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.



Prepared by: Chris Peiffer, Director of Urban Forestry Consulting
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7878 Wadsworth Blvd Ste 340 Arvada, Colorado 80003
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.



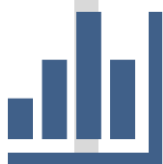
Research Deep Dive

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	Tree Canopy Cover % (Entire city, census blocks, block groups, Zip codes, HUC-12 Watershed) Land Cover Metrics (Tree Canopy, Shrub, Grass/open space, Impervious, Bare Soil, Water metrics) 2 Custom Boundary Metrics (Ex. Neighborhood, Council District, Parcels, Land Use, Parks, Right of Way, Urban Growth Area, Private/Public) Canopy Change Metrics (Choose historical year up to 10 years)	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
ESTIMATED COST OF RECOMMENDED SERVICES		210	\$21,550

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 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)

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)

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)

Attachment B: Lakewood Tree Code Update

Public Participation Plan | DRAFT November 22, 2021

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 Plan 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 Color¹ 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, 2021.² 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.

¹ Persons of Color: Those whose race is not "White Alone" and anyone who is Hispanic and not White in the Census data.

² See: <https://cityoflakewood.us/lakewood-city-council-adopts-statement-on-equity/>.

- **Stay in Touch.**
 - Provide for ongoing communication and updates.
 - 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 Association³ 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.

³ See: <https://cityoflakewood.us/neighborhood-associations/>.

Exhibit 1. Outreach Strategies, Actions, Roles, and Responsibilities

Outreach Strategies Phases/Activity	Key Actions	Roles & Responsibilities
Building Awareness		
Dedicated Website	Dedicated page	City creates and maintains page Consultant creates content
Outreach Material Templates	Develop postcard and fact sheet	Consultant develops material
Advertising Events		
Press Releases, Community Newsletter	Post and distribute ahead of events	City Communications Manager
Postcards, Fliers, FAQs, Social Media Posts	Develop materials	Develop Content: Consultant
	Print materials	Print and Distribute: City
Sending information to key stakeholders	Distribute	Distribute: City
Outreach and Engagement		
Targeted Outreach	Provide contact names and information	Contact names/info: City Community Dev / City Admin Staff
	Conduct calls and reach out to contacts	Conduct outreach: Consultant
	Provide translation where appropriate	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)	Logistics: City Community Dev / City Admin Staff
	Invite Stakeholders	Invite Stakeholders: City and Consultant depending on contacts
	Conduct Discussion Group	Focus Group: Consultant
Poll, Self-Guided Tour, Online Comment Map	Develop questions	Develop poll questions collaboratively: Consultant and City
	Host survey	Prepare an ESRI online map with comment features: Consultant
		Post links on website and share through social media channels: City
Committees and Legislative Bodies		
Advisory Committee	Scheduling and Logistics	Scheduling/Logistics: City
	Agendas and Materials	Agendas and Materials: Consultant
	Facilitation	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 in approximately August 2022.

Month	Example Activity
Month 1	<ul style="list-style-type: none"> ▪ Kick off project: e.g., lessons learned in current code implementation and public and private roles and responsibilities in tree care ▪ Collect background data (tree canopy location by subarea/land use type) ▪ Start Tree Code evaluation ▪ Form Advisory Committee: Set up Charge and Role
Month 2	<ul style="list-style-type: none"> ▪ Draft Tree Code Evaluation ▪ Advisory Committee Meeting 1: introductions, review background data, discuss guiding principles/objectives ▪ Outreach/Targeted Outreach: website and fact sheet, phone interviews
Month 3	<ul style="list-style-type: none"> ▪ Advisory Committee Meetings 2 and 3: consider tree canopy goals across city, review code evaluation ▪ Outreach/Targeted Outreach: Poll, tree tour, discussion groups
Month 4	<ul style="list-style-type: none"> ▪ Advisory Committee Meetings 4 and 5: review outreach results to date, share issues and options for code changes, review case studies
Month 5	<ul style="list-style-type: none"> ▪ Advisory Committee Meeting 6: final review and advice as sounding board for code and implementation ▪ Planning Commission Study Session ▪ City Council briefing
Month 6	<ul style="list-style-type: none"> ▪ Planning Commission Hearing and Recommendations ▪ City Council briefing
Month 7	<ul style="list-style-type: none"> ▪ Planning Commission Recommendations ▪ City Council Hearing
Month 8	<ul style="list-style-type: none"> ▪ City Council Decision

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

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

Habitat for Humanity
Lakewood Chamber of Commerce
Lakewood Community Foundation
Lakewood Garry Oaks Conservancy
Master Builders Association Pierce County
Sound Oaks Initiative
Tacoma Pierce County Association of
Realtors
Tacoma-Pierce County Chamber of
Commerce
Tahoma Audubon Society

City Advisory Boards

Lakewood Multicultural Coalition (LMCC)
Lakewood's Promise
Landmarks and Historic Advisory Board
Parks and Recreation Advisory Board
Planning Commission
Youth Council

Education, Service, and Utility Providers

Clover Park School District (education)
Clover Park Technical College (education)
Lakeview Light and Power (electricity)
Pierce College (education)
Pierce County Library (education)
Pierce County Utilities (sewer)

Puget Sound Energy (gas)
Tacoma Power (electricity)
West Pierce Fire and Rescue (fire/EMS)

Neighborhood Associations

Lake City Neighborhood Association
North East Neighborhood Association
North Lakewood Neighborhood Association
Springbrook Connections
Springbrook Neighborhood Association
Tillicum/Woodbrook Neighborhood
Association

Businesses

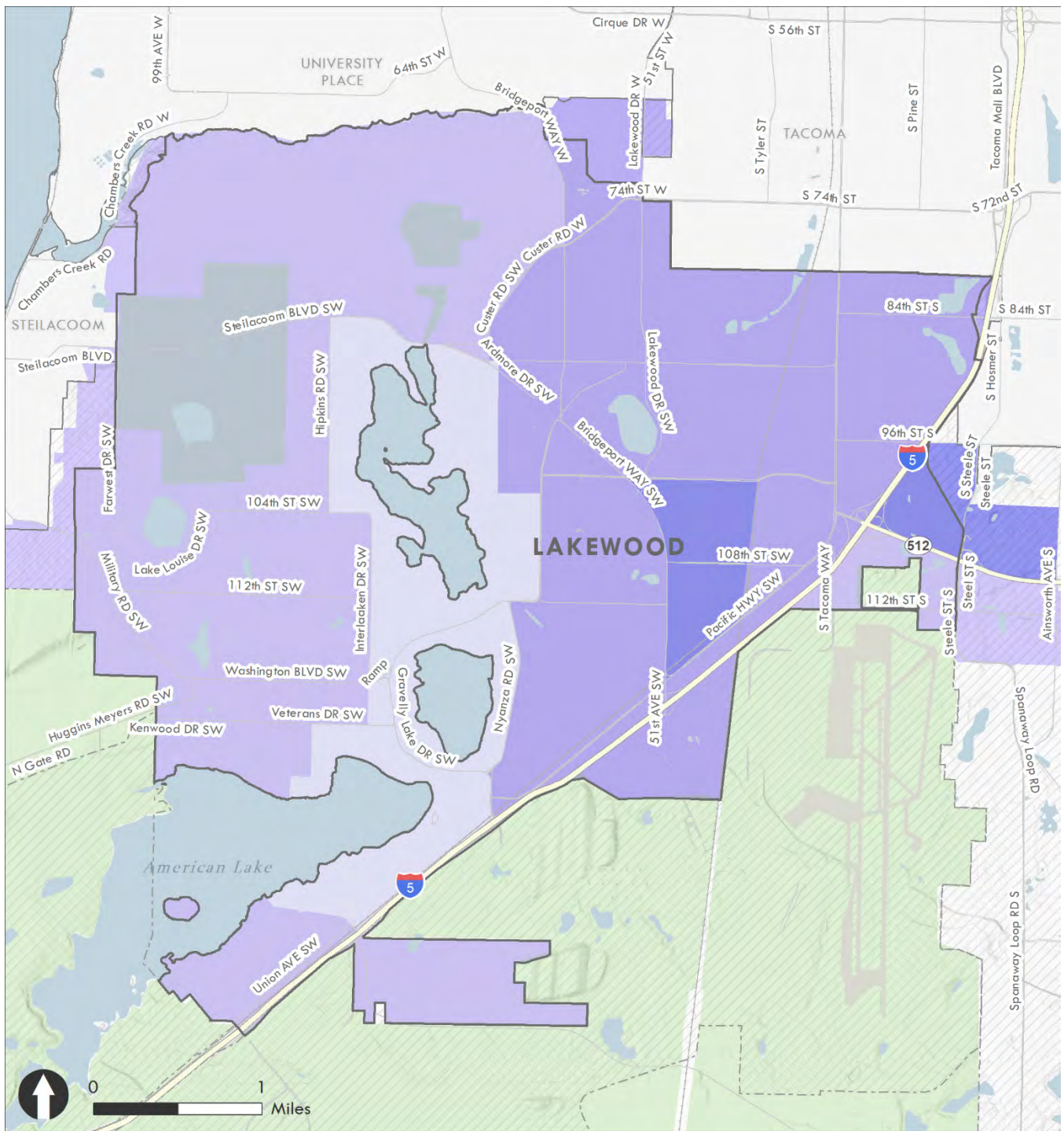
Lakewold Gardens
Lakewood Industrial Park
Lakewood Towne Center
Pierce County Business Accelerator Program
for Lakewood businesses

Community Groups

Active Homeowner Ownership Associations
American Lake Improvement Club
Chambers-Clover Creek Watershed Council
Clover Park Kiwanis
Clover Park Rotary
Emergency Food Network
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
Rainbow Center

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.



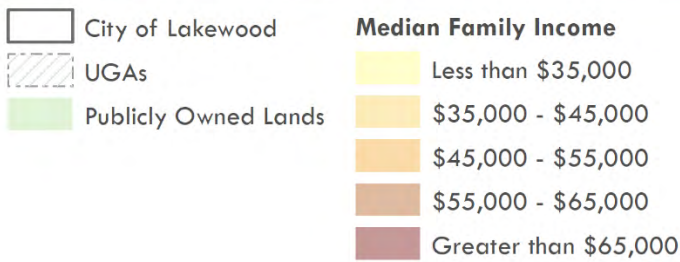
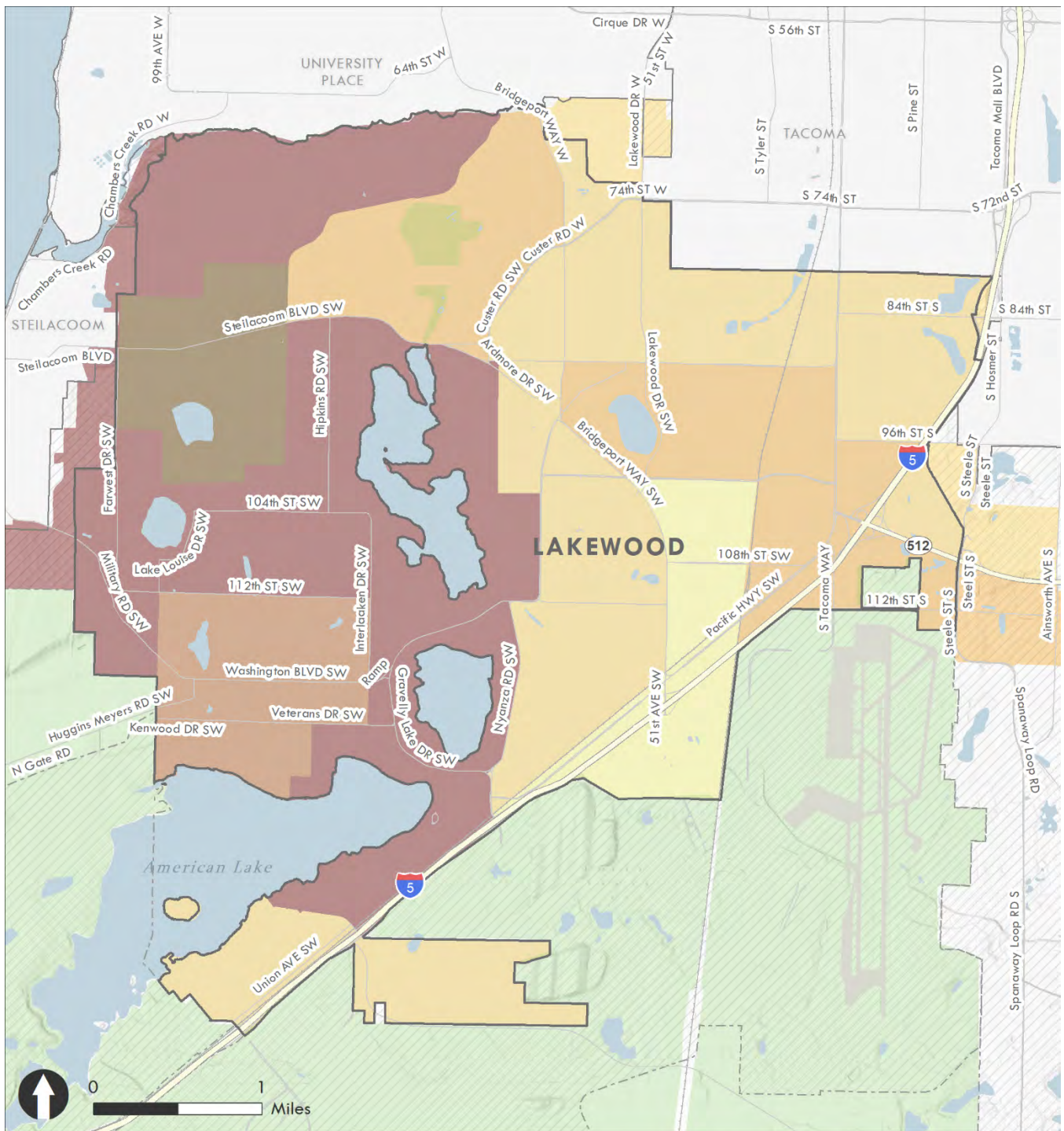
- City of Lakewood
- UGAs
- Publicly Owned Lands

Persons of Color as a Percent of Population

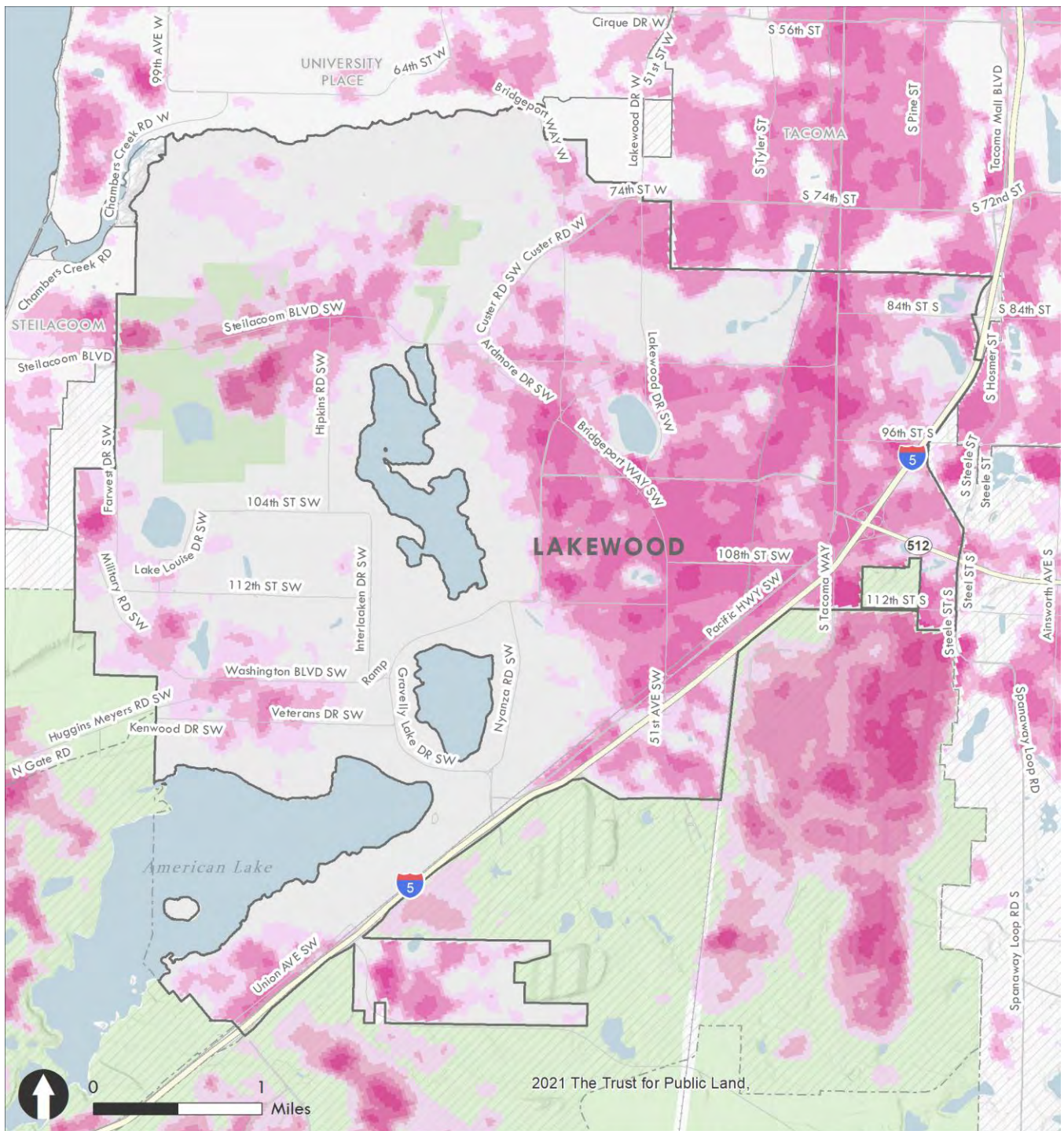
- 30% or Less
- 30 - 50%
- 50 - 70%
- Greater than 70%



Map Date: October 2021
Sources: ESRI, 2021; US Census Bureau, 2020.



Map Date: October 2021
Sources: ESRI, 2021; US Census Bureau, 2020.



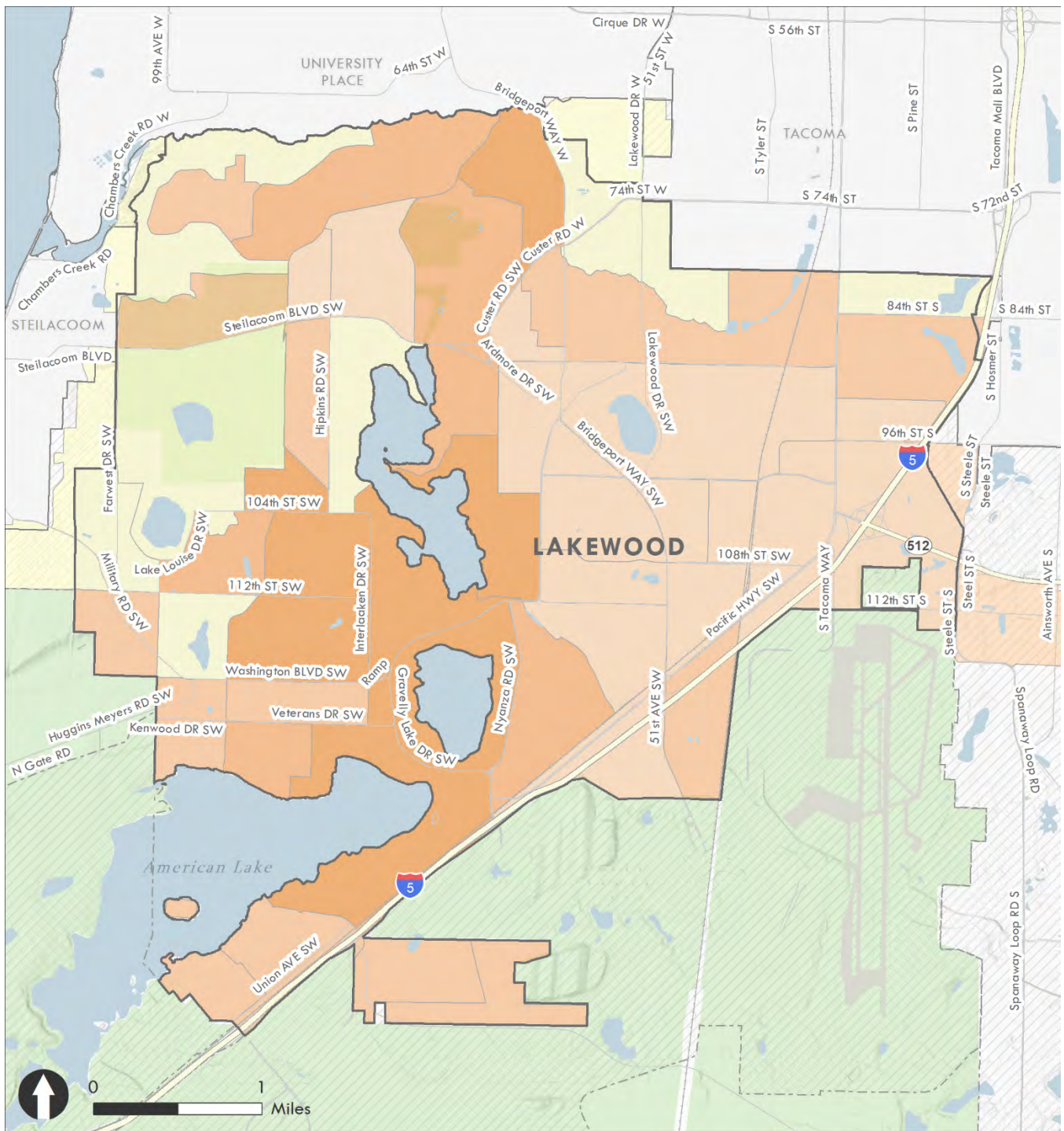
- City of Lakewood
- UGAs
- Publicly Owned Lands

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
- UGAs
- Publicly Owned Lands

- Tree Canopy Coverage**
- No Data
 - 15% or Less
 - 15 - 25%
 - 25 - 35%
 - Greater than 35%



Map Date: October 2021
 Sources: ESRI, 2021; US Census Bureau, 2020;
 American Forests, 2021.