



LAKEWOOD CITY COUNCIL AGENDA

Monday, April 18, 2022

7:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS AND PRESENTATIONS

- (4) 1. Proclamation declaring April 23, 2022 as Parks Appreciation Day.
– Jason Gerwen, Chair, Parks and Recreation Advisory Board

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.

- (5) 2. State Legislative Session Update. – *Shelly Helder, Gordon Thomas Honeywell Governmental Affairs*

PUBLIC COMMENTS

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

- (32) A. Approval of the minutes of the City Council meeting of March 21, 2022.
- (37) B. Approval of the minutes of the City Council study session of March 28, 2022.
- (41) C. Approval of the minutes of the City Council meeting of April 4, 2022.
- (46) D. Motion No. 2022-26

Authorizing the execution of an amendment to the agreement with R.L. Alia Company, increasing spending in the amount of \$14,777.63, for the 111th Street SW and 112th Street SW between Bridgeport Way and Kendrick Street project.

- (47) E. Motion No. 2022-27

Authorizing the execution an interlocal agreement between the City of Lakewood and Pierce County Library System to conduct and pay for library needs to serve the Lakewood and Tillicum communities and authorizing the execution of a consulting contract with BERK and Associates.

- (59) F. Motion No. 2022-28

Authorizing the execution of an agreement for sewer and septic system improvements and for the demolition of dangerous structures at the Karwan Mobile Home Park located at 2621 84th Street SW.

- (164) G. Motion No. 2022-29

Authorizing the execution of a Memorandum of Understanding between Washington Municipalities related to the Opioid Litigation.

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.

(201) H. Resolution No. 2022-03

Declaring certain real property located in Puyallup, Washington surplus property and authorizing the sale of real property.

- (205) I. Items filed in the Office of the City Clerk:
1. Joint Parks and Recreation Advisory Board meeting minutes of February 22, 2022.
 2. Planning Commission meeting minutes of March 2, 2022.
 3. Planning Commission meeting minutes of March 30, 2022.

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

PUBLIC HEARINGS AND APPEALS

- (211) This is the date set for a public hearing on the FY 2022 Community Development Block Grant (CDBG) Annual Action Plan.

UNFINISHED BUSINESS

NEW BUSINESS

(219) Motion No. 2022-30

Authorizing the execution of an agreement with Mackenzie, in the amount of \$126,863, for the Lakewood City Hall redesign study.

REPORTS BY THE CITY MANAGER

- (259) Review of proposed Ordinance related to Cluster Style Mailboxes.
- (264) Review of the Appointment and Removal Process for City Committees, Boards and Commissions.

CITY COUNCIL COMMENTS

ADJOURNMENT

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

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, parks, playgrounds, nature trails, open spaces, community and cultural centers, and historic sites make a community attractive and a desirable place to live, work, visit and play; and

WHEREAS, parks are a place where people can reflect, re-energize or socialize; a place where everyone is welcome regardless of age, race, beliefs or social and economic status; and a place where a sense of community is created; and

WHEREAS, parks and open spaces have always provided a welcome respite from our fast paced, high-tech lifestyles, contributed to our ongoing economic vitality and protect and preserve our natural environment; and

WHEREAS, use of Lakewood's parks significantly increased during the last few years when our city, our nation and the world were affected by the coronavirus pandemic. Our community realized how important parks were to their daily lives, as they flocked there to escape isolation, to boost their mental health, to enjoy fresh air and open spaces, and found a safe and healthy place they could stay and play close to home; and,

WHEREAS, after a two year hiatus from this important community event, we anticipate hundreds of volunteers representing businesses, community groups, churches and organizations will come out to prepare the parks for the spring and summer season; and

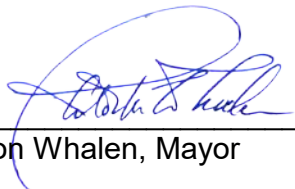
WHEREAS, park supporters of all ages will volunteer their time to clean-up and beautify American Lake Park, Fort Steilacoom Park, Kiwanis Park, Springbrook Park, Wards Lake Park, the Lakewood Community Garden and other specific beautification projects throughout Lakewood on Saturday, April 23, 2022 from 9:00 A.M. to 12:00 P.M.

NOW, THEREFORE, the Lakewood City Council do hereby proclaim April 23, 2022 as

PARKS APPRECIATION DAY

in the City of Lakewood and urges all residents to show support by visiting, beautifying and protecting our parks.

PROCLAIMED this 18th day of April, 2022.



Jason Whalen, Mayor



City of Lakewood 2022 Legislative Session Report

Dear Mayor Whalen, Councilmembers, and city staff,

It was a pleasure to advocate for the City of Lakewood throughout the 2022 legislative session. The legislature met in a virtual format for the short 60-day session, with slightly more legislators and staff allowed on campus than the 2021 session.

Despite the challenges of a virtual session, we are pleased that the City of Lakewood was successful in advancing its legislative priorities, including securing funding for a report on the location of less restrictive alternatives available to individuals discharged from state hospitals. This would not have been possible without the support of the City's legislative delegation: Senator T'wina Nobles, Senator Steve Conway, Rep. Mari Leavitt, Rep. Dan Bronoske, Rep. Steve Kirby, and Rep. Melanie Morgan.

Now that session is over, legislators will shift their focus to the November 2022 elections. All members of the House of Representatives and roughly half the members of the Senate will be seeking re-election in new districts established through redistricting. Lakewood will remain in the 28th and 29th legislative districts; for a comparison of how districts have shifted, [click here](#).

The 2023 session will be the beginning of a new biennial legislative cycle and will be a 105-day session where legislators will discuss the development of the 2023-25 biennial budgets.

The ever-changing political climate requires adaptive and consistent advocacy. We look forward to working with the City of Lakewood throughout the interim months to continue advancing the City's priorities and preparing for the 2023 legislative session.

Thank you,

Shelly Helder & Briahna Murray

Overview of the 2022 Legislative Session

The 2022 Legislature convened for a 60-day session that was conducted almost entirely virtually. As the second year of the legislative biennium, all bills considered during the 2021 session carried over for potential consideration in 2022. Legislators also considered an additional 1,049 bills this session, with a total of 303 bills signed into law.

The Legislature developed supplemental operating, capital, and transportation budgets, that made amendments to the 2021-23 budgets adopted during the 2021 session.

2022 Supplemental Operating Budget: The state's operating budget funds all state agency operations, including K-12, higher education, human service programs, and more. The 2022 supplemental operating budget is based on levels of state revenues that are unprecedented in a supplemental year. The final '21-'23 budget appropriates over \$63 billion; \$2 billion is shifted to the transportation budget, a foundational piece of the Move Ahead Washington package, and \$650 million goes to the capital budget.

In addition to state resources, the budget appropriates over \$1 billion in federal coronavirus relief funding. The legislature left \$812 million in reserves with another \$1 billion in the Washington Rescue Plan Transition Account. Over \$5 billion in expenditures are determined to be one-time in nature.

The legislature made significant new investments in K-12 education, long term care and developmental disabilities programs, behavioral health, Paid Family Leave Insurance, higher education, and housing. Highlights of investments related to local governments are listed below:

- \$10 million for local government GMA plan updates, including implementation of HB 1220.
- \$7.5 million for grants to local governments who update their comprehensive plans in 2024 to allow middle housing on at least 30% of lots currently zoned for single family residences.
- \$250,000 to study and report on the cost of local governments to review and update GMA comprehensive plans.
- \$100,000 to establish a body camera grant program within WASPC.
- \$45 million for grants to local governments and nonprofits to transition persons residing on state-owned rights-of-way to safer housing opportunities.
- \$45 million for the eviction prevention rental assistance program and \$27 million for the landlord mitigation program.
- \$100 million for grants for public and private water, sewer, garbage, electric, and natural gas utilities to address low-income customer arrearages compounded by the COVID-19 pandemic
- \$1.4 million for MRSC to provide training and technical assistance to local governments and contractors on public works contracting including: utilization of supplemental bidding criteria, utilization of alternate public works, contracting, cost

estimating, obtaining performance and payment bonds, and increasing participation of women-owned and minority-owned businesses.

- Establishes and funds a Joint Legislative Task Force on Broadband Deployment, including representatives from Commerce, WSDOT, the Utilities and Transportation Commission, AWC, WSAC, a rural telecommunications provider, and telecommunications infrastructure provider. A report is due to the Legislature by Dec. 1, 2022.
- \$2 million to AWC to reimburse cities for costs of creating co-responder teams within alternative diversion models (i.e., LEAD, mobile crisis teams). AWC and HCA must submit a report to OFM and the Legislature on the number of crisis stabilization and triage beds located in jurisdictions receiving money by Dec. 1, 2022.

2022 Supplemental Capital Budget: The biennial capital budget funds bricks and mortar construction, excluding transportation. The 2022 Supplemental Capital Budget utilizes \$81.9 million in bond authorization remaining from the 2021 session and makes an additional \$25 million in bond adjustments for a total of \$107 million. Additionally, the supplemental capital budget authorizes appropriations just over \$300 million from the federal infrastructure investment and jobs act, and \$25 million in federal ARPA funds. Along with a few other sources of funding, a total of \$1.5 billion is authorized through the supplemental budget. This supplemental budget makes amendments and additions to the \$3.97 billion 2021-23 budget approved during the 2021 session.

Housing & Homelessness: The largest area of expenditure within the 2022 Supplemental Capital Budget was around housing and homelessness, augmented by revenues generated from House Bill 1866. Below are some of the highlights:

- \$300 million for Rapid Acquisition Housing
- \$114.5 million for the Housing Trust Fund
- \$72 million for the Crisis Stabilization Fund
- \$26 million for additional housing and shelters

Behavioral Health:

- \$98 million is allocated to community-based behaviors health beds as part of the state's transition away from larger facilities
 - \$60 million for community hospitals or other community providers to expand and establish new capacity for crisis triage and stabilization facilities for adults.
 - \$26.3 million for a variety of behavioral health services projects including long-term civil commitments, triage, crisis diversion, detox, and adolescent services.
 - \$12 million for grants to community hospitals or other community providers to expand and establish new capacity for at least two residential crisis stabilizations facilities for youth.

- Western State Hospital: an additional \$2.8 million for increased costs to the roof replacement of Building 29 which houses civil and forensic patients, \$220,000 for the Centers for Medicare & Medicaid Services Certification

Local Infrastructure Grant Funding: Grant programs for various types of local infrastructure are authorized within the budget: \$120 million through the Public Works Assistance Account, \$108 million for drinking water projects, \$100 million for broadband, \$40 million for economic development, \$236 million to address water pollution. Over \$62 million is allocated to local and community projects (comparatively, \$250 million was allocated to local and community projects during the 2021 session).

Additional investments: The 2022 supplemental capital budget otherwise makes investments to address capital needs throughout state government, including \$54.3 million for higher education facilities, \$100 million for seismic upgrades to public schools, \$48.5 million for early learning and childcare facilities, and more.

2022 Supplemental Transportation Budget: In 2021, the Legislature disappointed many stakeholders by failing to approve a transportation revenue package. Prior to the beginning of the 2022 session, the Senate appointed a new transportation committee chair, Sen. Marko Liias (D), and both transportation committee chairs announced that they were committed to approving significant transportation investments without an increase in the gas tax. The two chairs developed the Move Ahead transportation package in a partisan fashion, largely excluding republicans from what has historically been a bipartisan effort.

Move Ahead Washington is a 16-year, \$17 billion transportation package. As a frame of reference, the 2015 Connecting Washington deal was a 16-year, \$16 billion package. Move Ahead Washington is funded with a \$5.4 billion in Climate Commitment Act revenues, \$3.7 billion of federal funds, \$2 billion as a one time transfer from the state operating budget, \$855 million from the Public Works Assistance Account (annual transfers of \$57 million), \$855 million from the state's operating budget (annual transfers of \$57 million), and \$4.2 billion in other fees and sources. A summary of the revenue sources in the package can be accessed [here](#).

Roughly a third of the package is funded by Climate Commitment Act resources with \$1.2 billion dedicated to active transportation, \$3 billion for transit programs & projects, \$517 million on alternative fuel & electrification, \$335 million on electrification of ferries, and \$162 million on rail. Active transportation investments include \$290 million for the Safe Routes to Schools grant program, \$278 million for the WSDOT bike/ped grant program and \$146 million for the Complete Streets grant program. The complete breakdown of CCA spending can be viewed [here](#).

The remaining two thirds, or \$11.5 billion, invests in maintenance and preservation, new highway projects, fish barrier removal, and backfilling funding gaps from existing projects. Of note, the Transportation Improvement Board and the Country Road Administration Board, both agencies that provide grants for local infrastructure projects, received no

funding in the initial proposal. In the final package, each agency is allocated \$80 million over the next 16 years. The complete list of these investments can be viewed [here](#).

In addition to the spending on projects and programs, the package provides guidance and authority on a variety of issues. See below for more details.

Local Options: The Move Ahead package authorizes new tools for local governments to increase revenues for transportation purposes. Transportation Benefit Districts are authorized to impose one-tenth of one percent sales tax council manically, and two-tenths with voter approval. The tax must be renewed every ten years. Communities on the Canadian border are also provided enhanced gas tax authority.

Speed Cameras: The Move Ahead package includes broad authorization for cities to use speed cameras in school walksheds, around public parks, around hospitals, and up to one camera for every 10,000 in population in areas prone to street racing, areas with a high rate of collisions, and areas identified in a local road safety plan. Revenue generated by these newly authorized cameras, minus administration costs and the cost of processing infractions, is split between the state and the local jurisdiction implementing the camera.

Federal Funding State/Local Split: The Joint Transportation Committee is tasked with conducting a workgroup to make recommendations on the distribution of federal-aid highway formula program funding from the federal IJA to state and local governments. Recommendations are due September 30, 2022.

Transition to Electric Vehicles: The state establishes a goal that all passenger and light duty vehicles of model year 2030 or later that are sold, purchased, or registered in Washington to be electric. Additionally, the state allocates significant funding to electric vehicle infrastructure, including electric vehicle infrastructure mapping.

Lakewood's State Legislative Priorities

The City adopts a biennial legislative agenda, to align with the state's biennial budget process. To prepare for the second year of the biennium, the city updates the legislative agenda and removes the priorities that were accomplished. As a reminder, here are the items that were accomplished in the first year of the biennium.

Economic Development Financing for Lakewood Landing – tax increment financing tool adopted

Western State Hospital Community Partnership Program - \$621,000

Wards Lake Park Improvements - \$258,000

American Lake Park Improvements - \$258,000

Living Access Support Alliance Expansion - \$515,000

Transportation Priorities

Main Gate Interchange: As part of the current I-5 JBLM Corridor Improvements, WSDOT identified the 41st Division Main Gate Interchange reconfiguration as a necessary future improvement. This Interchange serves as the primary access to

Lewis Main on the east side of I-5 and to Lewis North on the west side. The City requested \$225 million from the state transportation package for the interchange reconfiguration which would improve mobility, increase safety and improve base operations.

When the city was considering making this a legislative priority, it remained unclear if a transportation package would be adopted in the 2022 session. Many thought it was unlikely since it was a short session before an election year and key legislators had already committed to no new taxes. A preliminary project list had already been developed for a potential package and this was not included so the chances of securing the funding in the 2022 session were slim. However, a project of this magnitude requires a multi-year effort and beginning the conversation in a year that was heavily focused on transportation was worthwhile.

Although funding was not included in the Move Ahead WA package, there is now an increased awareness for the need. Looking ahead, this project will be more competitive at the state level if there is some commitment of external funding for the preliminary engineering and design.

Multimodal Transportation Study: The last few years, the City has requested \$250,000 for a multimodal transportation assessment to consider practical solutions to increase multimodal connectivity along the I-5 corridor between DuPont and Lakewood. This has been a difficult priority to advance because the transportation budget has been incredibly constrained. The passage of the Move Ahead WA package brought the opportunity to fund this study. We worked with the city's delegation to submit this request to the transportation leaders and although the city's exact request was not included, a very similar study was funded that will cover a larger area between central Thurston County and Pierce County. The legislative direction states:

\$250,000 of the multimodal transportation account—state appropriation is provided solely for Thurston regional planning council (TRPC) to conduct a study examining options for multimodal high capacity transportation (HCT) to serve travelers on the I-5 corridor between central Thurston County (Olympia area) and Pierce county. The study will include an assessment of travelsheds and ridership potential and identify and provide an evaluation of options to enhance connectivity and accessibility for the greater South Puget Sound region with an emphasis on linking to planned or existing commuter or regional light rail. The study must account for previous and ongoing efforts by transit agencies and the department. The study will emphasize collaboration with a diverse community of interests, including but not limited to transit, business, public agencies, tribes, and providers and users of transportation who because of age, income, or ability may face barriers and challenges. TRPC will provide the transportation committees of the legislature with a study outline and recommendations of deliverables by December 1, 2022.

City staff have already met with TRPC and will participate in the study moving forward.

Geographic Equity in Discharge from State Facilities

Individuals are discharged from state facilities into less restrictive alternatives (LRAs) in Lakewood at an inequitable rate compared to other communities throughout the state, despite the individual's county of origin. Additionally, individuals are placed in LRAs that do not have the appropriate services to meet the individual's needs and/or protect public safety. The City requested the State establish policies that ensure equitable responsibility for those discharged from state institutions, including those with criminal backgrounds.

As part of this legislative priority, the City identified several actions the legislature could take to make progress on this issue. The first suggestion was to pass legislation that would institute fair share policies for discharge planning from state hospitals for individuals that have a history of one or more violent acts. This is a principle that is used for discharge from correctional facilities and was recently implemented as a policy for discharge from the Special Commitment Center. At the City's request, Rep. Dan Bronoske introduced [House Bill 2045](#) and it was co-sponsored by Rep. Mari Leavitt. The bill would have required individuals that were committed under a finding of incompetence to have a discharge plan that is within the individual's county of origin, except under specific circumstances. The bill was referred to the House Civil Rights & Judiciary Committee and was scheduled for a public hearing. Unfortunately, it was removed from the hearing schedule at the last minute and was never given a hearing.

Since the bill died early in session, we shifted efforts to focus on another solution the city had previously identified, requiring the state to provide a report on the availability of less restrictive alternative services in regional service areas. We worked with Rep. Dan Bronoske to develop the budget proviso language and his office submitted the request to the operating budget writers in the House. The final operating budget includes \$250,000 for the Department of Commerce to develop a report on the geographic location of behavioral health, long term care facilities, and residential settings that are needed for individuals discharged from state psychiatric hospitals. The report is due to the Governor and appropriate legislative committees by December 1, 2022. The goal of this report is to demonstrate the lack of services in various regions in the state. It will lay the groundwork for a request in the 2023 session to urge the state to construct new facilities and or contract with services in areas outside of Pierce County. The specific bill language is below:

\$75,000 of the general fund—state appropriation for fiscal year 2022 and \$125,000 of the general fund—state appropriation for fiscal year 2023 are provided solely for the department of commerce to develop a report on the behavioral health and long-term care facilities and residential settings that provide services within the continuum of care for individuals who are discharged from state psychiatric hospitals. For the purposes of this subsection, "continuum of care" means transitional housing or residential placements that provide supportive services and skill development needed for individuals to be permanently housed, and permanent supportive housing or residential placements that provide individuals with an appropriate place to live with

services available as needed. The report must map the geographic location of each facility or residential setting, and it must highlight geographic gaps in service availability. In preparing the report, the department must coordinate with the department of social and health services, the department of health, and the health care authority. The department must submit its report to the governor and appropriate legislative committees no later than December 1, 2022.

Protecting Residents of Adult Family Homes

Adult Family Homes (AFHs) serve adults with functional limitations who need personal and special care. The City requested legislation to protect these vulnerable members of the community by preventing Level 2 and 3 registered sex offenders, sexually violent predators, and “felony flips” from residing in AFHs. This priority was difficult to advance due to the lack of legislative support. Despite discussing the policy with legislators, no legislator was interested in sponsoring this specific request but expressed interest in finding an alternative solution to the city’s concern. It is unclear if there will be legislative support for this priority in the future.

Policy Manual

In addition to the top legislative priorities, the City of Lakewood adopts a state legislative Policy Manual that lists the city’s position on a variety of policies. The following is a summary of the bills the legislature passed, unless otherwise noted as DEAD, that correspond with a statement in the city’s Policy Manual.

Housing/ Homelessness Services

- **Affordable Housing REET Exemption:** [House Bill 1643](#), sponsored by Rep. Hackney (D-Seattle), will provide an exemption from the state REET for the sale or transfer of ownership of property to non-profit entities, housing authorities, or public corporations that intend to use the property for low-income rental housing or home ownership. Notably, this policy passed the legislature in 2020 with bipartisan support but was vetoed due to COVID related budget concerns. This bill has multiple effective dates, depending on the section of the bill.
- **Supportive Housing for Persons Receiving Medical Assistance:** [House Bill 1866](#), sponsored by Rep. Frank Chopp (D-Seattle), addresses homelessness by providing supportive housing to those receiving state medical assistance. The bill establishes the Apple Health and Homes Program to provide a permanent supportive housing benefit and a community support services benefit to persons who meet eligibility criteria related to income, medical risk factors, and barriers to finding stable housing. The bill establishes the Office of Apple Health and Homes within the Department of Commerce to fund permanent supportive housing units to fulfill the needs of persons enrolled in the Program. Additionally, it requires Commerce to establish a rapid permanent supportive housing acquisition and development program to issue financial assistance to certain local government and nonprofit entities for acquiring and developing permanent supportive housing units. The bill takes effect on June 9, 2022.

Community & Economic Development

- **Urban Growth Area (UGA) Boundaries:** [Senate Bill 5593](#), sponsored by Sen. Shelly Short (R-Addy), states that each county shall review its designated UGAs, patterns of development within the UGA, and the densities permitted within the incorporated and unincorporated portions of each UGA during the jurisdiction's regularly scheduled comprehensive review update cycle. If, during the jurisdiction's regularly scheduled review, the county determines the patterns of development have created pressure in areas that exceed the available and developable lands within the UGA, the county may revise the UGA to accommodate identified patterns of development and future development pressure for the succeeding 20-year period. Areas added to the UGA must not be designated as long-term commercial significance or contain more than 15 percent critical areas. The areas added must be suitable for urban growth and contiguous. The revision may not result in an increase in the total surface area of the existing UGA. A jurisdiction's transportation element and capital facility plan element must identify the transportation facilities, public facilities, and related services needed to serve the added areas to the UGA. The Senate approved the bill unanimously, and after significant discussion by the House, the House chose to approve the same version as the Senate. The bill takes effect on June 9. The final bill can be found [here](#) and a summary can be found [here](#).
- **GMA Comprehensive Plan Updates – Eight to Ten Years:** [House Bill 1241](#), sponsored by Rep. Davina Duerr (D-Bothell), pushes out the update cycle for comprehensive plans updates from 8 to 10 years. The bill also subjects the largest and fastest growing counties and cities within these counties to a 5-year check-in on key comprehensive plan elements, including housing, greenhouse gas, and vehicle miles traveled reductions. The bill provides a 6-month extension on the deadline for comprehensive plan updates for the first cycle of counties up for revision: King, Kitsap, Pierce, and Snohomish Counties. The bill was approved by the House by a vote of 55-43. The Senate approved the bill 27-21 with no amendments. The bill takes effect on June 9. The final bill can be found [here](#) and a summary can be found [here](#).
- **SEPA Exemption for Housing:** [Senate Bill 5818](#), sponsored by Sen. Jesse Salomon (D-Shoreline), limits SEPA and other appeals for implementation of Housing Action Plans and other housing-related actions to increase residential building capacity. The bill takes effect on June 9. The final bill can be found [here](#) and a summary can be found [here](#).
- **GMA Effective Dates:** [Senate Bill 5042](#), sponsored by Sen. Jesse Salomon (D), changes the effective date of certain actions, to include: an action that expands a UGA; removes the designation of agricultural, forest, or mineral resource lands; creates or expands limited areas of more intensive rural development; establishes a new fully contained community; or creates or expands a Master-Planned Resort. The effective date is changed to the later of 1) 60 days after the date of publication of notice of adoption of the comprehensive plan, development regulation, or amendment to the plan or regulation, implementing the action; or 2) if a petition for

review to the Growth Management Hearings Board is timely filed, upon issuance of the board's final order. The Governor signed the bill into law, and it will become effective on June 9, 2022. The final bill can be found [here](#) and a summary can be found [here](#).

- **DID NOT PASS - GMA Climate Change Goal:** [House Bill 1099](#), sponsored by Rep. Davina Duerr (D- Bothell), would have added climate change mitigation as a goal of the Growth Management Act and established a climate change and resiliency element within the GMA. The bill was stripped in the Senate Ways and Means Committee and moved through the Senate in a version only retaining environmental resiliency components of the legislation. The House chose not to concur on this amendment and a conference committee was selected. The bill came out of conference reinstating most provisions from the House version of the bill, including the climate change goal, greenhouse gas emissions reductions, and vehicle miles traveled reductions components. To reach agreement in conference, the bill was amended to include [House Bill 1157](#), providing a credit against the state REET for cities and counties that authorize missing middle housing zones, called “REET density incentive zones”. Despite these adjustments, the House ultimately ran out of time to approve the changes made by the conference committee. The legislation died on Sine Die.
- **DID NOT PASS - Preemption on Zoning of Missing Middle Housing:** AWC and many cities opposed Governor-request legislation mandating “missing middle” housing, [House Bill 1782](#), and companion [Senate Bill 5670](#). As introduced, the bill required cities with a population over 20,000 to zone for middle housing types on all residential lots located within a ½ mile of a major transit stop. On all other single-family parcels, duplexes, triplexes, and fourplexes must be allowed. There were several versions of the bill that were considered throughout the process but ultimately, none of them passed. There will likely be legislation in the 2023 session on this topic.

Transportation & Infrastructure

- **I-5 Mounts Road to Tumwater & Nisqually River Delta:** The current design of I-5 restricts critical ecological functions impacting salmon survival, is at a high risk of being overtopped by a major flooding event, and has limited capacity to handle the growing South Sound economy and population - a key component to national security since 30% of the JBLM workforce live south of the Nisqually River. Lakewood, in partnership with SSMCP and the Nisqually Tribe, requested that the Legislature prioritize funding to advance work along I-5 through the Nisqually River Delta and invest in roundabouts along State Route 507, the only viable alternative to I-5. The Move Ahead WA package includes \$75 million toward this project and will help advance the preliminary design and engineering through the delta as well as construction of the roundabouts on State Route 507.
- **Infrastructure Funding:** Grant programs for various types of local infrastructure are authorized within the supplemental budget: \$120 million through the Public

Works Assistance Account, \$108 million for drinking water projects, \$100 million for broadband, \$40 million for economic development, \$236 million to address water pollution. Additionally, the Move Ahead WA package authorizes Transportation Benefit Districts to impose one-tenth of one percent sales tax councilmanically, and two-tenths with voter approval. The tax must be renewed every ten years.

- **Future Commercial Airfields:** The City opposes the use of JBLM as a commercial airfield because of strong opposition from WA's Congressional delegation, significant concerns raised by the military, identification of the site as having high congestion issues, no transit service, and rated "unlikely" by WSDOT and "unable to accommodate commercial air service" by PSRC. The supplemental transportation budget includes \$150,000 for the WSDOT Aviation Program to continue the work of the commercial aviation coordinating commission to increase aviation capacity and provide a single preferred location for a new primary commercial aviation facility by June 15, 2023.
- **I-5 High Occupancy Vehicle Lanes:** The Move Ahead WA package includes \$244 million toward the I-5 HOV expansion from Tacoma to Lakewood.
- **Stormwater & Culvert Funding:** Unfortunately, the Move Ahead package nor the supplemental transportation budget include funding for the repair and replacement of locally-owned fish culverts.
- **Bus Rapid Transit II:** The Move Ahead package does include the Pierce Transit requested funds for \$10 million for the feasibility study and early design of a zero-emission Bus Rapid Transit 2, serving Lakewood, Tacoma, Fircrest, and University Place.
- **Speed Limits:** [Senate Bill 5687](#), sponsored by Sen. Claire Wilson (D-Federal way), allows cities and WSDOT to reduce the speed limit to 20 mph on nonarterial highways regardless of whether the highway is in a residence district or business district. Additionally, pedestrians, when walking on a roadway, are required to exercise due care to avoid colliding with any vehicle on the roadway. The bill will take effect on June 9th. The final bill can be found [here](#) and a summary can be found [here](#).

Public Safety

- **Clarifying Police Reform Bills Enacted in 2021**

The Legislature enacted over a dozen bills reforming policing during the 2021 legislative session. Over the legislative interim, it became evident that there were several unintended consequences stemming from the slate of police reform bills. The Legislature approved three bills making further clarifications.

 - **Use of bean bags:** [House Bill 1719](#), sponsored by Rep. Dan Bronoske (D-Lakewood), clarifies that bean bags, rubber bullets, and other non-penetrative munitions can be used as a de-escalation tactic. Under current law, .50 caliber shotguns used to deploy less than lethal rounds are on the list of 'military equipment' that is not allowed for use by officers under House

Bill 1054, passed in 2021. The bill was supported by the police accountability coalition, as well as law enforcement agencies. The bill passed the House by a vote of 95-0, and the Senate by a vote of 49-0. The Governor signed the bill into law on March 4, 2022 and it took effect immediately. The final bill can be found [here](#) and a summary can be found [here](#).

- **Community Caretaking Function:** [House Bill 1735](#), sponsored by Rep. Jesse Johnson (D-Federal Way), clarifies that an officer may use physical force to carry out specific tasks: taking a person into custody; transporting a person for evaluation or treatment; providing assistance under civil or forensic commitment laws; taking a minor into protective custody when authorized or directed by statute; executing or enforcing a court order to take a person into custody; executing a search warrant; or executing or enforcing an oral directive issued by a judicial officer. The use of deadly force is authorized when there is an immediate, rather than imminent, threat of serious physical injury to the officer or another person. The reasonable care standard established in 2021 legislation applies to both use of physical force and use of deadly force and clarifying language outlines de-escalation tactics and when less lethal alternatives are utilized. The bill received extensive support from law enforcement agencies, cities, counties, non-profits, the ACLU, and the coalition for police accountability. The House approved 90-5 and the Senate approved the bill 49-0. The Governor signed the bill into law on March 4, 2022 and it took effect immediately. The final bill can be found [here](#) and a summary can be found [here](#).
- **Defining Use of Force:** [House Bill 2037](#), sponsored by Rep. Roger Goodman (D- Seattle), defines “physical force” as any act reasonably likely to cause physical pain or injury or any other act exerted upon a person's body to compel, control, constrain, or restrain the person's movement. Physical force does not include pat-downs, incidental touching, verbal commands, or compliant handcuffing where there is no physical pain or injury. The bill states that physical force can be used to protect against a criminal offense when there is probable cause that the person has committed, is committing, or is about to commit an offense, and to prevent a person from actively fleeing or stopping a person who is actively fleeing a lawful temporary investigative detention, provided that the person has been given notice that he or she is being detained. The bill has taken effect immediately. The final bill can be found [here](#) and a summary can be found [here](#).
- **DID NOT PASS - Vehicular Pursuits:** [Senate Bill 5919](#), sponsored by Sen. Kevin Van De Wege (D- Sequim), altered standards for vehicular pursuits. The bill was amended significantly throughout the process, once containing an alternative definition for “use of force.” The bill would have modified the standard by which officers may engage in vehicular pursuits. The two chambers could not agree on a legal standard to authorize pursuits, and ultimately, the Senate did not concur on the changes made by the House.

- **Traffic Enforcement Cameras:** The Move Ahead package includes broad authorization for cities to use speed cameras in school walksheds, around public parks, around hospitals, and up to one camera for every 10,000 in population in areas prone to street racing, areas with a high rate of collisions, and areas identified in a local road safety plan. Revenue generated by these newly authorized cameras, minus administration costs and the cost of processing infractions, is split between the state and the local jurisdiction implementing the camera.
- **BLEA Funding:** The supplemental operating budget includes \$8.7 million for 4.5 additional BLEA classes in 2022 and 8.5 additional BLEA classes in 2023. This is a total of 19.5 classes in 2022 and 23.5 classes in 2023.
- **Public Safety Telecommunications:** [Senate Bill 5555](#), sponsored by Sen Van De Wege (D-Sequim), establishes a statewide certification and training program for 911 operators. The bill takes effect on June 9. The final bill can be found [here](#) and a summary can be found [here](#).
- **Domestic Violence Sentencing:** [Senate Bill 5612](#), sponsored by Sen. Lynda Wilson (R-Vancouver), ensures domestic violence victims and survivors of victims have the opportunity to make a statement during sentencing for all domestic violence convictions. Upon request, prosecuting attorneys must notify victims or survivors of victims of the date, time, and place of the trial and the sentencing hearing in any domestic violence case. This bill takes effect on June 9. The final bill can be found [here](#) and a summary can be found [here](#).
- **Co-Responder Training:** [Senate Bill 5644](#) directs the University of Washington to coordinate with the [Co-Responder Outreach Alliance](#) (CROA) and other stakeholders to: 1) establish regular opportunities for co-responder professionals to convene for training and sharing of best practices; 2) administer a small budget to defray costs for training and professional development; 3) develop an assessment describing current capacities, shortfalls, alignments, data systems, training practices, and funding strategies for statewide co-response teams; 4) develop model training curricula for individuals participating in co-response teams, beginning in calendar year 2023; and 5) host an annual statewide conference that draws state and national co-responders, beginning in 2023. This bill takes effect on June 9. The final bill can be found [here](#) and a summary can be found [here](#).
- **Catalytic Converters:** As the theft of catalytic converters has grown throughout the state, the Legislature responded by considering and adopting legislation aimed at stifling the sale of stolen converters. The Senate considered but ultimately did not pass [Senate Bill 5495](#), which would have focused on making it more difficult to sell and buy stolen converters. This was sponsored by a Republican legislator and the bill was not made a priority during the Senate's difficult floor cutoff. The House approach to this issue, sponsored by Rep. Cindy Ryu (D-Shoreline), was much more favorably received. [House Bill 1815](#), was approved by the House and received a unanimous vote out of the Senate. As passed, the bill requires scrap metal businesses engaging in a transaction involving a catalytic converter removed from a vehicle to maintain documentation that the seller's private metal property was the result of the seller replacing private metal property from a vehicle registered in the seller's name. In addition, the Washington Association of Sheriffs and Police Chiefs

are required to establish a comprehensive state law enforcement strategy targeting metal theft including a metal theft grant and training program.

General Government

- **Open Public Meeting Act:** [House Bill 1329](#), sponsored by Rep. Emily Wicks (D-Everett), allows a public agency to hold meetings of its governing body fully remote, or with limited in-person attendance if one of the following applies:
 1. A local, state, or federal emergency is declared, and the public agency has determined it cannot hold an in-person meeting. If the meeting is held remotely or public attendance is limited, the agency must provide the public with a cost-free option to listen in, in real time, to such meetings.
 2. The public agency has held at least some public meetings remotely prior to March 1, 2020. If so, the agency may continue to do so without a declared emergency so long as the public may also attend remotely.

The effective date varies based on the section of the bill, however, the authorization to hold meetings remotely under one of the two options summarized above, went into effect when the Governor signed the bill on March 24. The other elements of the bill pertaining to public comment, recordings, and executive sessions, go into effect June 9, 2022. The final bill can be found [here](#) and a summary can be found [here](#). The Municipal Research and Services Center also provides a [helpful outline](#) on the recent changes made to the OPMA.

Military Affairs

- **South Sound Military & Communities Partnership**
 - **I-5 Mounts Road to Tumwater & Nisqually River Delta:** The Move Ahead WA package includes \$75 million toward the preliminary engineering, and right of way acquisition through the delta, and construction of roundabouts on SR 507.
 - **Defense Community Compatibility Account:** [Senate Bill 5782](#), which would have made technical improvements to the administration of the DCCA grant program, died in the last week of session. While it is disappointing for the bill to die so close to the finish and for the requested changes to not take effect, working the bill through the process this session created many opportunities to talk with legislators about the importance of the DCCA. Additionally, other military communities in the state engaged in the process and are more aware of the value of the DCCA. Both of these outcomes lay a strong foundation for the budget request that will occur next year.
 - **Occupational Licensing Improvements:** Two interstate compact bills passed into law this session. This brings the total number of occupational licensing compacts in Washington to four.
 - [Senate Bill 5518](#) will enter Washington into the Occupational Therapy Licensure Compact, effective June 8, 2022. The bill passed both chambers with unanimous support. As of January 2022, nine states have enacted the compact and it is not effective until ten states have

enacted the compact so Washington joining the compact makes it effective. States that already are part of the compact include: Main, New Hampshire, Maryland, Virginia, North Carolina, Georgia, Missouri, Wisconsin, and Colorado.

- [House Bill 1286](#) enters Washington into the Psychology Interjurisdictional Compact, effective June 8, 2022. The bill passed both chambers and is headed to the Governor's desk for signature. There are currently 28 states that are already part of this compact, with legislation pending in 9 more states.

Lakewood Supports the Association of Washington Cities

The City of Lakewood closely coordinates with the Association of Washington Cities on legislative efforts. To review legislative materials from the Association of Washington Cities regarding the 2022 Legislative Session, please utilize the links below:

AWC Budget Matrix: https://wacities.org/docs/default-source/legislative/2123suppbudgetmatrix.pdf?sfvrsn=1c5a244f_18

2022 City legislative priorities & outcomes: <https://wacities.org/advocacy/City-Legislative-Priorities>

Legislative Retirement Announcements

Over a dozen legislators have announced that they will not seek re-election in 2022 and will leave the Legislature at the end of the year:

- Rep. Bob McCaslin (R – Spokane Valley, 4th LD)
- Rep. Brad Klippert (R - Kennewick, 8th LD)
- Rep. Jeremie Dufault (R – Selah, 15th LD)
- Rep. Vicki Kraft (R - Vancouver, 17th LD)
- Rep. Larry Hoff (R – Vancouver, 18th LD)
- Rep. Laurie Dolan (D – Olympia, 22nd LD)
- Rep. Steve Kirby (D – Tacoma, 29th LD)
- Rep. Jesse Johnson (D – Federal Way, 30th LD)
- Rep. Eileen Cody (D – West Seattle, 34th LD)
- Rep. Kristen Harris-Talley (D – Seattle, 37th LD)
- Rep. Mike Sells (D – Everett, 38th LD)
- Rep. Emily Wicks (D – Everett, 38th LD)
- Rep. Pat Sullivan (D - Covington, 47th LD)
- Sen. Sharon Brown (R – Kennewick, 8th LD)
- Sen. Tim Sheldon (D - Potlach, 35th LD)
- Sen. Reuven Carlyle (D – Seattle, 36th LD)
- Sen. David Frockt (D – Seattle, 46th LD)

Additionally, the following House members have announced they are seeking terms in the Senate:

- Rep. Matt Boehnke (R - Kennewick, 8th LD)
- Rep. Jesse Young (R - Gig Harbor, 26th LD)
- Rep. Drew MacEwen (R - Union, 35th LD)
- Rep. Noel Frame (D - Seattle, 36th LD)
- Rep. Sharon Shewmake (D – Bellingham, 42nd LD)
- Rep. Javier Valdez (D - Seattle, 46th LD)

CITY OF LAKEWOOD

2022 LEGISLATIVE SESSION

SHELLY HELDER
GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS
April 18, 2022

PURPOSE

- Overview of the 2022 Legislative Session
- Outcome of Lakewood's 2021-22 State Legislative Priorities
- Additional Legislative Issues
- Next steps

OVERVIEW OF 2022 LEGISLATIVE SESSION

- Second year of the two-year legislative biennium
- Focused on adopting supplemental operating, capital, and transportation budgets
- Hybrid format with limited access for the public toward the end of session
- Democrats held majority in both House of Representatives and Senate
- Transportation Revenue Package – Move Ahead WA - passed into law
- Adoption of redistricting maps
- Legislation that was “carry over” from 2021 & new 2022 proposals were considered
- 1,049 new bills considered, 303 signed into law

2022 SUPPLEMENTAL BUDGETS

Operating

- Funds all state agency operations
- February revenue forecasted additional \$1.453 billion for the biennium
- Allocates over \$1 billion in federal COVID-19 relief funding
- \$63 billion budget, \$2 billion shifted to transportation
- \$812 million in reserves
- Local Investments: GMA planning, body camera grant, rental assistance/landlord mitigation, utility arrearages & more

Capital

- Funds public and nonprofit construction projects (excluding transportation)
- Supplemental budget total: \$1.5 billion
 - Combination of bond capacity, IIJA & ARPA funds, operating transfer, etc.
- \$62 million allocated for local community projects (\$250 million in 2021)
- Key investments in housing & homelessness, behavioral health, local infrastructure

Transportation

- Pressure on the transportation budget resulted in the passage of Miles Ahead WA - \$17 billion investment over 16 years
- Revenues sources: One-time operating budget support, Climate Commitment Act, IIJA, Fees, PWAA, ongoing operating budget transfer
- Roughly 1/3 of the package is dedicated to transit, alternative fuel, electric ferries, rail, active transportation grants (CCA revenues)
- Remaining 2/3 dedicated to maintenance & preservation, new highway projects, FBR, backfill funding gaps from Connecting WA

2021-22 STATE LEGISLATIVE PRIORITIES

2021

- Economic Development Financing for Lakewood Landing
- Western State Hospital Community Partnership Program - \$621,000
- Wards Lake Park Improvements – \$258,000
- American Lake Park Improvements – \$258,000
- Living Access Support Alliance Expansion - \$515,000
- Multimodal Transportation Study

2021-22 STATE LEGISLATIVE PRIORITIES

2022

- Main Gate Interchange
- Multimodal Transportation Study
- Geographic Equity in Discharge from State Facilities
- Protecting Residents of Adult Family Homes

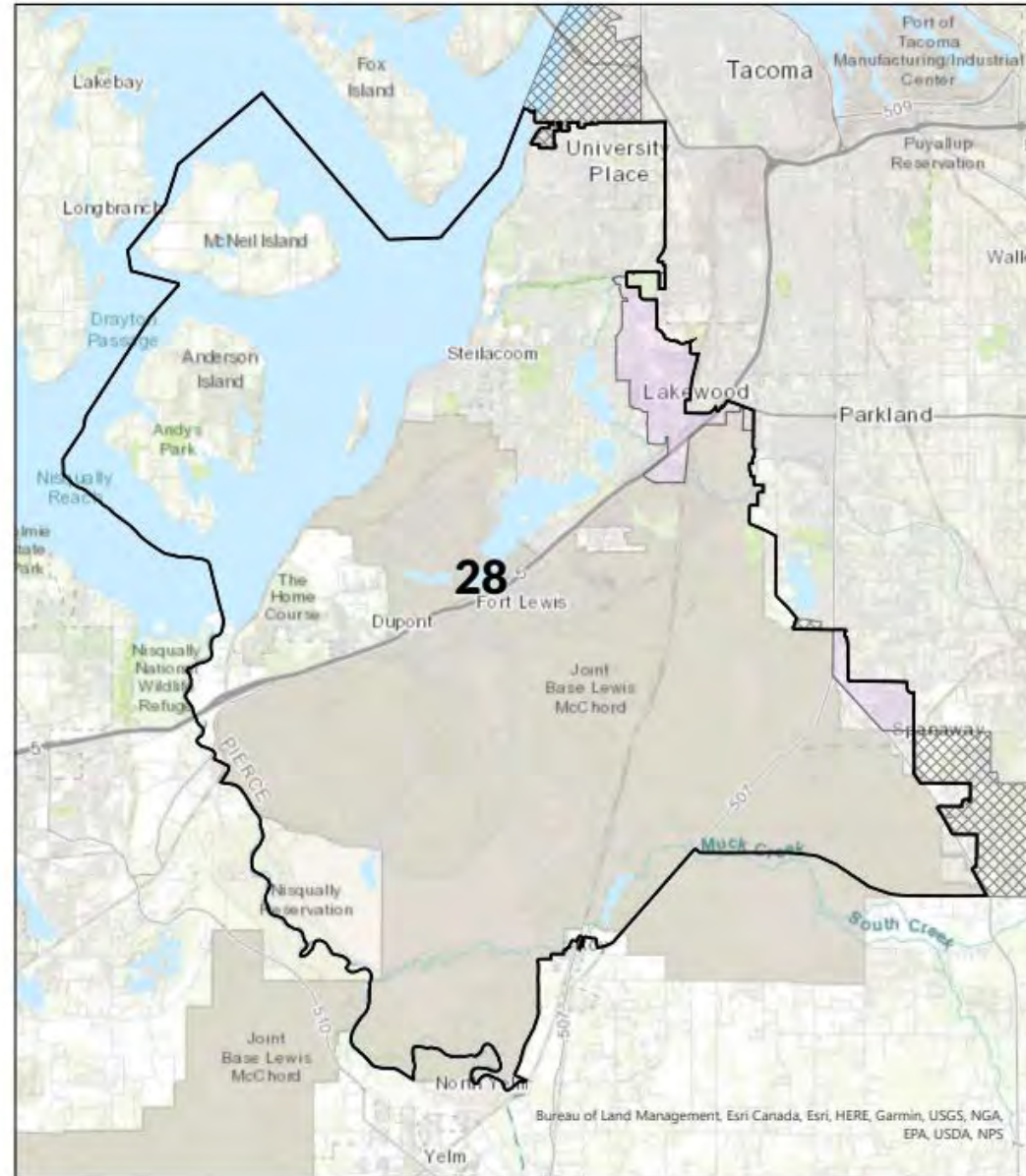
ADDITIONAL LEGISLATIVE ISSUES

- Open Public Meetings Act
- Clarification of police reform bills enacted in 2021
- Missing middle legislation
- SSMCP Priorities
 - I-5 Mounts Road to Tumwater & Nisqually River Delta
 - Defense Community Compatibility Account
 - Occupational Licensing Improvements

NEXT STEPS

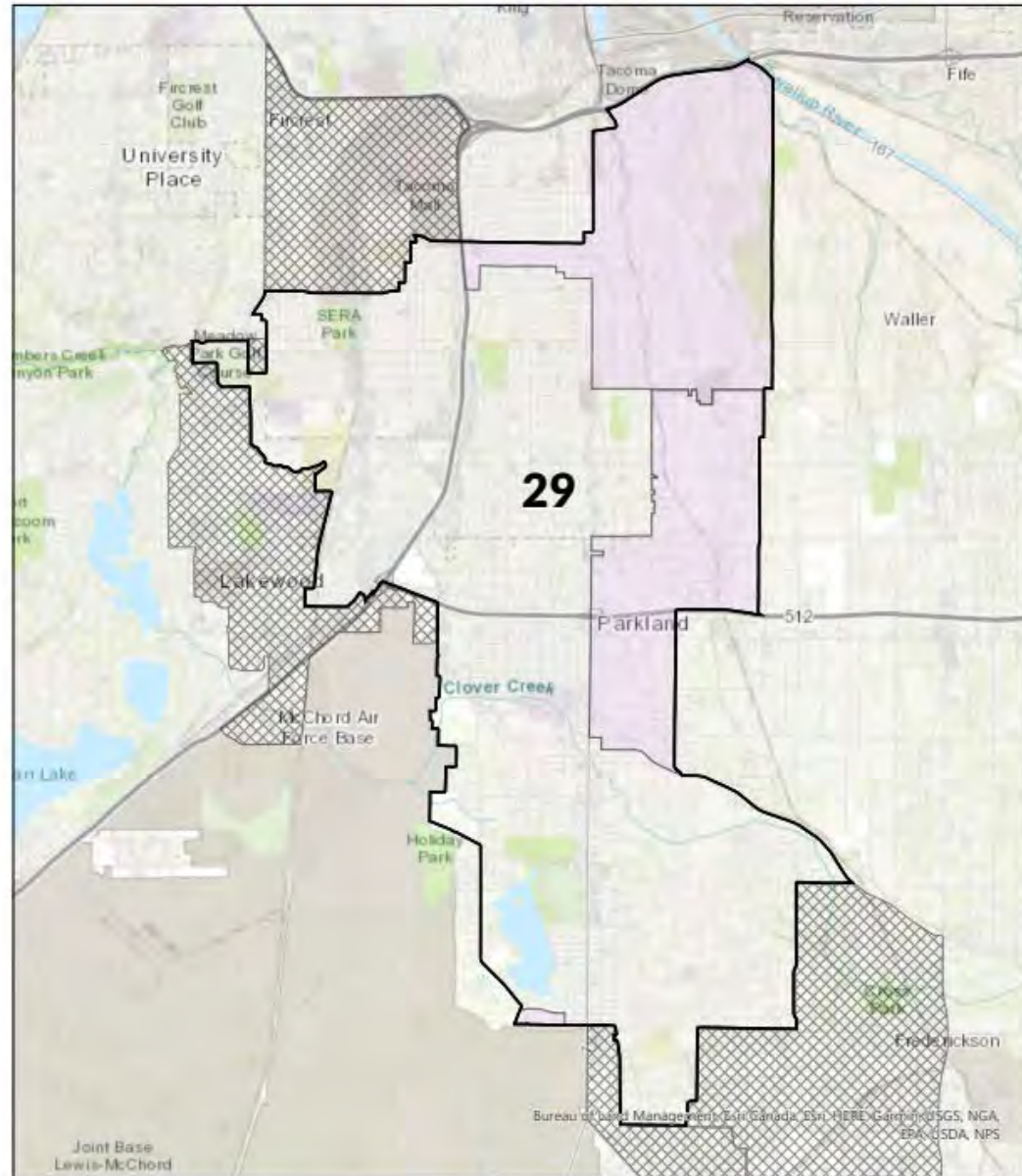
- Lobbying is a year-round effort
- Over the interim, we will:
 - Thank the City's legislative delegation
 - Participate in the Multimodal Transportation Study
 - Engage in the Geographic Equity of State Facilities Study
 - Update the City's Legislative Agenda & Policy Manual
 - Legislative outreach for city priorities
- Many retirements from the legislature
- New redistricting maps take effect for 2022 elections




2022 Adopted Legislative District 28



- New Residents
- Former Residents
- LEG_AMEND_FINAL Adopted 2022

2022 Adopted Legislative District 29



-  New Residents
-  Former Residents
-  LEG_AMEND_FINAL Adopted 2022

QUESTIONS?

Shelly Helder

Senior Government Affairs Consultant

Cell: (360) 209-3338

E-mail: shelder@gth-gov.com



LAKEWOOD CITY COUNCIL MINUTES

Monday, March 21, 2022

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Mayor Whalen led the Pledge of Allegiance.

PROCLAMATIONS AND PRESENTATIONS

Proclamation recognizing the month of March as Women's History Month.

COUNCILMEMBER FARMER PRESENTED A PROCLAMATION RECOGNIZING THE MONTH OF MARCH AS WOMEN'S HISTORY MONTH TO LIUPAPA LAULU, CLOVER PARK HIGH SCHOOL.

PUBLIC COMMENTS

The City Council received written comments in advance of the meeting from Sean Arent and Phil Harty.

Speaking before Council were:

Dennis Haugen, Sioux Falls, spoke about Putin facing war crimes, the riots that took place in the United States, the accountability of Governor Inslee and Governor Wall, killing of Hershey Anderson, and Ivy League School lawsuits against freedom of speech.

Christina Manetti, Lakewood resident, spoke about Mayor Whalen's response to her last public comment about a tree-cutting moratorium and showing preference to private property owners on the Tree Advisory Committee. Manetti spoke about home mortgages and requested city to eradicate prejudice rooted in the belief that owning something on paper justifies entitlement.

Bunchy Carter, Lakewood resident, spoke about police killings, justice for Said Joquin and in support of the protection of Garry Oak trees.

Tichomir Dunlop, on behalf of Sean Arent, spoke about Clover Creek flooding, dam at Chambers Creek, air pollution, environmental restoration, stopping the 123rd Springbrook Warehouse development, and private developers.

James Dunlop, Lakewood resident spoke about city's return to colonial values, the March 7, 2022 discussion at the City Council meeting regarding property ownership, and Tree Advisory Committee appointments.

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 February 28, 2022.
- B. Approval of the minutes of the City Council meeting of March 7, 2022.
- C. Items filed in the Office of the City Clerk:
 - 1. Parks and Recreation Advisory Board meeting minutes of September 28, 2021.
 - 2. Parks and Recreation Advisory Board meeting minutes of October 26, 2021.
 - 3. Parks and Recreation Advisory Board meeting minutes of November 23, 2021.
 - 4. Public Safety Advisory Committee meeting minutes of December 8, 2021.
 - 5. Arts Commission meeting minutes of January 10, 2022.
 - 6. Arts Commission Public Art Subcommittee meeting minutes of January 25, 2022.
 - 7. Parks and Recreation Advisory Board meeting minutes of February 1, 2022.
 - 8. Planning Commission meeting minutes of February 2, 2022.
 - 9. Arts Commission meeting minutes of February 7, 2022.

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

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

UNFINISHED BUSINESS

None.

NEW BUSINESS

Motion No. 2022-23 authorizing the award of a construction contract with R.L. Alia Company, in the amount of \$10,626,067.80, for JBLM North Access Improvement Project - Phase 2.

COUNCILMEMBER ANDERSON MOVED TO ADOPT MOTION NO. 2022-23. SECONDED BY COUNCILMEMBER BRANDSTETTER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

REPORTS BY THE CITY MANAGER**Review of the 2021-2040 Tacoma-Pierce County Solid & Hazardous Waste Management Plan.**

Michael Vargas, Assistant to City Manager & Policy Analyst reviewed the Pierce County Waste Management Plan which focuses on waste reduction and outreach. He provided an overview of the overall plan development, goals, objectives, actions, and materials management hierarchy, noting that the philosophy is changing from focusing on recycling to reducing waste completely. He then spoke about overall plan implementations. Discussion ensued.

Review of HOME and Community Development Block Grant (CDBG FY 2022 Annual Action Plan (AAP proposed use of funds.

Program Manager Gumm reviewed the Annual Action Plan. He shared that after City Council review, the proposed plan was reviewed by the Community Services Advisory Board at the meeting of March 2nd, they concurred with recommendations and did not recommend any changes to funding. He reported that Annual Action Plan will be open for public comment period on April 1st through April 30th, followed by a public hearing at the April 18th City Council meeting then submitted on May 13, 2022. Gumm then spoke about a possible reduction of \$40,000 due to a bill in congress and proposed to prorate allocations accordingly.

Gumm then commented on the Phillips Road Sidewalk Project inflation, 5-year Consolidated Plan number for infrastructure; and noted that the Phillips Road Sidewalk Project serves 5,345 individuals.

Councilmember Anderson asked for the specific purpose for Pierce County Housing Authority allocation and spoke about mismanagement of funds.

Councilmember Brandstetter inquired if there was a new precedent that Lakewood is fully funding maintenance repairs and inquired on locations of Village Square and Oak Leaf apartments.

Councilmember Bocchi inquired on demographic of Oak Leaf Apartment tenants.

Clover Creek Engineering Alternatives Study Update.

Public Works Engineering Director Bucich spoke about flooding from Clover Creek; engineering alternatives to alleviate flooding, effectiveness of levee, areas that could be affected by flooding and stakeholder meetings. He spoke about the upcoming April 12th community meeting and flood insurance.

City Manager Caulfield reported that on March 16th Parks and Recreation Director Mary Dodsworth met with representatives from Nisqually Indian Tribe to discuss and finalize partnership projects for Steilacoom Park. He shared that the next meeting is April 6th.

He then announced the following upcoming meeting and events:

- March 30th, 8:00 A.M. Communities in Schools of Lakewood, virtual Champions for Youth Breakfast
- March 30th, 11:00 A.M. Community Healthcare Lunch and Laughter event at Hotel Murano
- April 9th and April 10th Spring Community Cleanup at Waste Connections Transfer Station

Mayor Whalen inquired on overview from Pierce College on anticipated work on baseball fields to be addressed at next study session.

CITY COUNCIL COMMENTS

Councilmember Bocchi shared that he attended Pierce County Regional Council meeting, the approval of six regional projects, county wide planning policies, and the state funding process for pedestrian bike program. He also spoke about the Business Accelerator Grant program.

Councilmember Brandstetter spoke about attending the Reel Life 96 Film event.

Councilmember Farmer spoke about Women's History Proclamation that was issued this evening.

Councilmember Belle commented on attending the Reel Life 96 Film event.

Councilmember Anderson commented on the Women's History Proclamation and JBLM relationship with City of Lakewood. He shared that he attended the Parks and Recreation Advisory Board meeting.

Deputy Mayor Moss commented the Women's History Proclamation and shared that she attended the Ocean Shores Clam Chowder Festival.

Mayor Whalen extended appreciation for the Women's History Proclamation and shared that he attended the Reel Life 96 Film event and he spoke about the public art piece coming in August 2022.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:56 p.m.

JASON WHALEN, MAYOR

ATTEST:

TESSA HUTCHINSON
ACTING CITY CLERK



LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, March 28, 2022

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

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

Councilmembers Excused: 1 – Councilmember Patti Belle.

ITEMS FOR DISCUSSION:

Fort Steilacoom Park Turf Infield Project Expansion.

Parks, Recreation and Community Services Director Dodsworth was joined by Stacey Redding, Capital Projects Coordinator, Pierce College representatives Julie White, President, Sylvia James, Vice-President, Duncan Stevenson, Director of Athletics, Gus Lim, Director of Facilities and Operations, and consultant Eric Gold, D.A. Hogan and Associates.

Dodsworth reviewed the initial scope of work to develop four turf infields at Fort Steilacoom Park including improvements to field 3 to create a home field for Pierce College which has an estimated cost of \$3.2 Million.

She shared that the proposed expanded scope of the project increases the overall estimated costs to \$6.08 Million and she highlighted the infield improvements which includes synthetic turf, drainage, fencing, safety nettings, and utility improvements such as security lighting, a scoreboard, player dugout enhancements, bleachers, a press box and batting storage facility. She shared that next steps, if City Council consensus is given to move forward, is to amend the design contract and adopt an interlocal agreement to outline shared use and maintenance of fields. Discussion ensued and it was recommended that the Parks and Recreation Advisory Board review the project design and return to the City Council with a recommendation.

Julie White, President, Pierce College spoke about the projects positive impact to the community.

Review of 4th Quarter (2021) Police Report and 2021 Annual Police Report.

Chief Zaro reviewed the 4th Quarter (2021) Police Report noting that motor vehicle thefts, total accidents, eluding and pursuits are on the rise. Discussion ensued.

Chief Zaro spoke about state legislative reform and impacts to policing. He highlighted the Annual Police Report noting that there was a 2.93% increase in overall crime in 2021. He reviewed total dispatched and arrests calls, property crimes, person crimes, society crimes, accidents and use of force incidents by year from 2016 through 2021. He shared that the property room collected 4,057 pieces of evidence and spoke about the Behavioral Health Contact Team's continued work in the community, the Marine Services Unit, bike patrol and animal control. He highlighted the Criminal Investigations Unit case load and shared that the department conducted 15,098 hours in training for officers last year. He then shared that in 2021 there were 25 pursuits, of which 7 were terminated by LPD and one stopped voluntarily. He then shared that 10 officers retired and 15 new officers were hired last year. Discussion ensued.

ITEMS TENTATIVELY SCHEDULED FOR THE APRIL 4, 2022 REGULAR CITY COUNCIL MEETING:

1. South Sound 911 Overview. – Deborah Grady, Executive Director and Julie Door, Board Chair
2. Youth Council Report.
3. Clover Park School District Report.
4. Authorizing the execution of a collective bargaining agreement with AFSCME. – (Motion – Consent Agenda)
5. Appointing Mark Hayes to serve on the Landmarks and Heritage Advisory Board through December 31, 2024. – (Motion – Consent Agenda)
6. Resolution authorizing and approving participation in the Public Employees' Retirement System (PERS). – (Resolution – Regular Agenda)
7. Adopt a Street Program and Graffiti Removal Program Update. – (Reports by the City Manager – Regular Agenda)
8. Review of Facility Renaming Resolution. – (Reports by the City Manager – Regular Agenda)
9. Review of Cluster Mailbox Policy. – (Reports by the City Manager – Regular Agenda)

REPORTS BY THE CITY MANAGER

City Manager Caulfield shared that the City Council has received two requests to issue Proclamations, the first from the Tacoma Pierce County Association of Realtors recognizing April as Fair Housing month and from Lakewood Water District declaring the week of May 2nd as Water Week.

He reported the City has received a Safe Routes to Schools grant, in the amount of \$655,000, for sidewalks at 112th Street at Farwest Drive and Holden Drive and the Transportation Improvement Board has awarded the city \$746,000 Complete Streets grants for sidewalks and a shared use path at Elwood Drive to 87th Avenue.

He shared that the City will be submitting a Congressional Directed Spending request for the construction of the last phase of South Tacoma Way from 88th to 80th Street project and the City and SSMCP are working on National Defense Authorization Act language related to the JBLM North Clear Zone.

He then shared that Pierce County is working on options to reopen the Senior Activity Center and they have identified several facility needs for the building, the city has provided a letter of support for a federal grant they are applying for to fund the improvements.

The City has received a request from Comcast to partner in support the Affordability Connectivity Program (ACP) which is designed to provide low income communities internet services.

He then announced the following upcoming meeting and events:

- March 30, 8:00 A.M., Communities in Schools of Lakewood, Virtual
- March 30, 11:30 A.M., Community Healthcare Lunch and Laughter, Hotel Murano
- April 7 and April 8, 8:00 A.M. to 2:00 P.M., Spring Community Clean-Up, Lemay Transfer Station

CITY COUNCIL COMMENTS

Councilmember Bocchi shared that the American Rescue Plan Act funding for sewers will be presented to the Pierce County Council on May 1st followed by a thirty day open period.

Councilmember Anderson shared that he attended the Parks and Recreation Board meeting where there was discussion about the Renaming Policy, the Puget Sound Regional Council meeting and the Lucas Landing Dedication. Anderson shared will be absent for the April 4th City Council meeting.

Deputy Mayor Moss shared that last week she attended the North Lakewood Neighborhood Association meeting and a Vibrant Schools Conference.

Mayor Whalen shared he attended the 10th Congressional District Roundtable, hosted Community Coffee at Fort Steilacoom Pavilion and today he attended the Lucas Landing Dedication.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:29 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL MINUTES

Monday, April 4, 2022

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 4 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Mike Brandstetter and Patti Belle.

Councilmembers Excused: 3 – Councilmember Don Anderson, Linda Farmer and Paul Bocchi.

PLEDGE OF ALLEGIANCE

Mayor Whalen led the Pledge of Allegiance.

PROCLAMATIONS AND PRESENTATIONS

Proclamation recognizing the 54th Anniversary of the Fair Housing Act.

COUNCILMEMBER BELLE PRESENTED A PROCLAMATION RECOGNIZING THE 54TH ANNIVERSARY OF THE FAIR HOUSING ACT TO SEAN MARTIN, CEO, TACOMA PIERCE COUNTY ASSOCIATION OF REALTORS (TPCAR).

South Sound 911 Overview.

Deborah Grady, Executive Director and Julie Door, Board Chair South Sound 911 (SS911) joined the meeting. Grady shared that SS911 is the public safety answering point for 38 police and fire agencies in Pierce County, they process dispatching 911 calls and routine calls for service for agencies as well as provide records and technical support. She shared that SS911 was created in 2011 with the passage of Proposition 1, which provided funding through sales tax for emergency communications. She shared that the agency originally operated under an interlocal agreement and became a Public Development Authority in 2019. She shared that a new facility opened last year that consolidated employees from four worksites to one location.

Julie Door, Chair reviewed the composition of Board of Directors noting that membership is determined by assessments.

Grady highlighted 911 call processing and primary radio dispatch operations, call taking and dispatching stats noting that SS911 handled the largest call volume in Washington State in 2021 and the overall volume of calls increased in 2021 by 15%. She reviewed support and technical services provided such as records management and firearms transactions. She reported that the 2022 annual budget is \$50 Million, is primarily funded by allocations from member cities, sales and 911 excise taxes and she highlighted expenditures by division. She shared that the current employee count is 223 although 245 positions are budgeted for 2022 and active recruitment is happening for these positions. She then highlighted community relations, education, volunteer and employee charitable giving programs.

She shared future of SS911 includes a records management system replacement, regional collaboration to address system outages, a remodel of the 35th Street back-up facility, 988 crisis call initiatives and the board will hold a Strategic Retreat on June 8, 2022. Discussion ensued.

Youth Council Report.

Youth Councilmember Hank Jones highlighted mental health issues experienced by youth such as anxiety, depression, ADHD and trauma. He shared that according to the National Institute of Health, suicide is the no. 2 cause of death for teenagers and a 2018 Department of Social and Health Services survey concluded that one in five high school students in Washington State has considered suicide in the past 12 months. He shared that global events, cultural affairs and personal action is influencing youth mental health. He proposed solutions for youth mental health such as expressing patient and compassionate teaching styles, staggered testing and eliminating late credit policies. He spoke about the need for affordable professional mental health counseling, events and socializing opportunities, stress management and self-care focus for students. Discussion ensued.

Clover Park School District Report.

None. Clover Park School District (CPSD) Boardmember David Anderson provided written comments in advance of the meeting.

PUBLIC COMMENTS

Speaking before Council were:

Kerry Hills, Lakewood resident, responded to the Youth Council Report noting that Greater Lakes Mental Health provides services to youth and the Warm Crisis Line can be reached by calling 800-574-7764, the Crisis Line by calling 877-780-5222 and a text line is available at 741741. He spoke about connecting youth with the Clover Park School District Board and questioned the 1/10th of 1% allocations for mental health.

James Dunlop, Lakewood resident, spoke about the Tree Advisory Ad Hoc Committee and how it reflects the city's bad faith, due to the costs of consultants and lack of public participation allowed during the meetings.

Christina Manetti, Lakewood resident, spoke about the objective of Tree Advisory Ad Hoc Committee and lack of participation by its members. Manetti requested the City start fresh with a committee comprised of those who care about tree preservation who will revise the code in an informed way.

Anansi Malaphar, Lakewood resident, spoke about police officer gangs, police accountability and the impacts to the mental health of black youth.

Addo Aequitas, Panther Party, referenced housing demographics in the city. Aequitas spoke about providing outlets to address youth suicide, the failure of the Tree Advisory Ad Hoc Committee and the Said Joquin case.

Tracey Harrell, EZ Weddings and Events, spoke about revitalization efforts on Pacific Highway and requested the City consider collaborating by providing funding or volunteers for a public art mural and beautification opportunities in the neighborhood.

Dennis Haugen, Sioux Falls, spoke about private property rights, the duty to follow the constitution, the lack of public education across the country and the need for reform.

Pepper Lisowski, Los Angeles resident, spoke about in support of tree preservation and animals keeping their remaining resources.

General Ovunayo X, spoke in support of tree preservation, police accountability and teaching the truth about America in the school system.

Bunchy Carter, spoke about the connections between elected officials and police officers, returning power to the people, showing up for the community and Justice for Said Joquin.

Jenna Lee, Seattle resident, spoke about visiting the Oakwood School site, trees being removed for the development of a warehouse, impacts of the tree removal to the residents of the neighborhood and the responsibility of the city.

Licentia Immortalis, Lakewood resident, spoke about the inconsistencies in the investigative report in the Said Joquin case.

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

- A. Approval of the minutes of the City Council retreat of March 12, 2022.
- B. Approval of the minutes of the City Council study session of March 14, 2022.
- C. Approval of claims vouchers, in the amount of \$2,514,591.78, for the period of February 17, 2022 through March 17, 2022.
- D. Approval of payroll checks, in the amount of \$2,577,419.64, for the period of February 16, 2022 through March 15, 2022.

E. Motion No. 2022-24

Authorizing the execution of a collective bargaining agreement between the City of Lakewood and the American Federation of State, County and Municipal Employees (AFSCME) Local 1938 for the period of January 1, 2022 through December 31, 2023.

F. Motion No. 2022-25

Appointing Mark Hayes to serve on the Landmarks and Heritage Advisory Board through December 31, 2024.

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

1. Joint Landmarks and Heritage Advisory Board and Parks and Recreation Advisory Board meeting minutes of February 22, 2022.

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

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

RESOLUTION

Resolution No 2022-02 Authorizing and approving participation in the Public Employees' Retirement System (PERS).

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT RESOLUTION NO. 2022-02. SECONDED BY COUNCILMEMBER BELLE. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

Adopt a Street and Graffiti Removal Program Update.

Parks, Recreation and Community Services Director Dodsworth provided an overview of the Adopt-A- Street program. She shared program data from 2019 through 2021 for number of participants, annual volunteer hours and total bags of trash collected. She then spoke about the removal process for graffiti on private and public property. She shared that next steps to reinvigorate the program is to reach out to current and past groups to promote participation, provide information at city events and provide incentives to those who participate. Discussion ensued.

Review update to City Naming Policy.

Parks, Recreation and Community Services Director Dodsworth shared that that Parks and Recreation Advisory Board has gone through a process to update the City's policy for naming or renaming city parks and facilities. She reviewed changes to the review process and shared that next step is to bring the proposed Resolution forward for City Council approval. Discussion ensued and it was requested that the Resolution come back at a future study session for further review before final consideration.

City Manager Caulfield shared that Planning Manager Brunell is conducting several public participation and outreach opportunities related to the Tree Advisory Ad Hoc Committee which includes a seven question survey, Tree Talk Discussion and targeted meeting with community groups.

He announced that the Spring Community Clean-Up event will be held on Saturday, April 9 and Sunday, April 10 from 8:00 a.m. to 2 p.m.

CITY COUNCIL COMMENTS

Councilmember Brandstetter shared the Public Safety Advisory Committee meeting will be held on Wednesday and he questioned whether there were additional tasks the Council would like to add to the committees work plan.

Councilmember Belle shared that she attended the Arts Commission meeting where they spoke about the Utility Box Wraps and the Reel96 Film event. She shared the Dancing in the Streets event will be held on May 25th.

Deputy Mayor Moss shared that Lakewood Multicultural Coalition (LMCC) will be attending the Dancing in the Streets event.

Mayor Whalen reflected on the Champions for Youth breakfast and how Communities in Schools of Lakewood can be a resource for the youth in the community. He spoke about options for a joint meeting with City Council and Clover Park School District Board following the Youth Summit. Mayor Whalen announced that he will be absent during the April 11th study session.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:51 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: April 18, 2022	TITLE: Motion to increase project spending authorization for the 111 th /112 th Bridgeport to Kendrick Project.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2022-26 — OTHER
REVIEW: April 18, 2022	ATTACHMENTS: Final Payment to R.L. Alia (Contractor)	

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

RECOMMENDATION: Public Works is recommending the City Council increase project spending authorization in the amount of \$14,777.63 for the construction of the 111th/112th – Bridgeport to Kendrick Project, City Project Number 302.0015.

DISCUSSION: During the course of construction it was discovered that there was an error in the estimated quantity for asphalt, which lead to an increase in that bid item. Couple that with the price of asphalt increasing as well as franchise utilities that took so long to move the contractor had to re-mobilize back to the project once they were out of the way. There was also a number of minor changes that occur but those are always anticipated with capital projects. The project did exceed the 10% contingency funds authorized at award by an additional 1.67%.

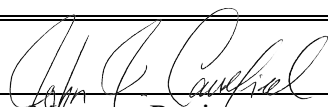
ALTERNATIVE(S): There is no practical alternative except to authorize the requested project spending increase for payment of work already completed.

FISCAL IMPACT: For the increase in costs due to the items listed above in the discussion section, the City share of the additional cost is \$2,955.53. The remainder is anticipated to be covered by Sound Transit. We are evaluating the potential for cost recovery from the franchise utilities for the extra costs associated with their delay, however that is uncertain. Motion 2020-69 set the original contract value authorization at the original contract amount of \$890,027.00 plus a ten percent contingency of \$89,002.70, for a total authorization of \$979,029.70. This will increase the project construction spending authorization to \$993,807.33.

This project is funded through the City's 2021 Carry Forward Budget Adjustment, which contains a total of \$1,358,633 for the project (City 20%, Sound Transit 80%). The total expenditures for the project including all additional work authorized under this motion is \$1,170,739.92, and can be supported entirely by the current amount of City budget for the project.

Troy Pokswinski
Prepared by

Paul A Bucich
Department Director


City Manager Review

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: April 18, 2022	TITLE: Pierce County Library and City of Lakewood Interlocal Agreement and BERK contract	TYPE OF ACTION: — ORDINANCE NO.
REVIEW: April 11, 2022	ATTACHMENTS: Interlocal Agreement, BERK Consulting proposal, ABS appraisal estimate, Advisory Committee overview, PCLS poster and advisory committee application	— RESOLUTION NO. <u>X</u> MOTION NO. 2022-27 — OTHER

SUBMITTED BY: Becky Netwon, Economic Development Manager

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the Interlocal agreement, and BERK Consulting contract.

DISCUSSION: The Pierce County Library System (PCLS) 20-year facilities master plan, Pierce County Library 2030 identified the Downtown Lakewood Library as a key branch in need of expansion and relocation. PCLS has a second branch leased in Tillicum. The City has worked with PCLS to review financing options, consideration of co-location partners, and site location. In 2019, PCLS conducted extensive public engagement to learn the public's interest in a new library for Lakewood and Tillicum. Overall, residents showed interest in new libraries. A parcel was purchase in Tillicum by the City in 2019 for a potential new library. In 2020, due to the COVID-19 pandemic, PCLS delayed further discussion with the community and determining next steps to best serve residents. The PCLS Board of Trustees authorized execution of the interlocal at the April 13, 2022 meeting.

We are now ready to resume this work. The purpose of the agreement is to set terms and conditions for which the parties will conduct and pay for library needs to serve the Lakewood and Tillicum communities. This will include the following:

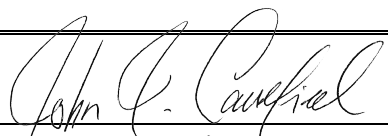
- Contract with BERK Consulting for library facility facilitation;
- Facilitate ABS real estate appraisal services;
- Formation and oversight of an Advisory Committee.

ALTERNATIVE(S): There are no alternatives; Denying the motion would stop the project from moving forward.

FISCAL IMPACT: BERK Consulting costs will be shared equally with PCLS. The City's cost is \$30,000, with up to an additional \$15,000 maximum. Property appraisal services will be billed to PCLS.

Becky Newton
Prepared by

Dave Bugher
Department Director


City Manager Review

INTERLOCAL AGREEMENT
BETWEEN
PIERCE COUNTY LIBRARY SYSTEM
AND
THE CITY OF LAKEWOOD

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into between the Pierce County Library System, its official designees, and other governing bodies acting on its behalf to manage public engagement for the Lakewood and Tillicum libraries, hereinafter referred to as “PCLS” and the City of Lakewood and other entities brought in as part of the Project, hereinafter referred to as “City” pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act. PCLS and City are hereinafter referred to as “Parties”.

THE PURPOSE of this agreement is to set terms and conditions for which the Parties will conduct and pay for library needs to serve the Lakewood and Tillicum communities.

1. **Consultant.** The City has conducted and continues to conduct extensive work with the assistance of BERK Consulting, a firm operating out of Seattle, Washington, hereinafter referred to as “Consultant”, to provide long-term community planning and engagement services in the City’s communities. The Parties desire to share the services and costs of BERK Consulting to engage the Lakewood and Tillicum communities for their needs in library services.

2. **Statement of Work.** The Parties shall develop a statement of work and project schedule to include Consultant’s services, with an estimated consultant budget of \$60,000, the cost of which will be shared in equal portions between the Parties.

3. **Cost Sharing.** The City shall administer all Consultant invoices under its full authority and processes. The City shall record all work that Consultant performed apropos to this Agreement and issue invoices due the City, to include an equal share of all service rates, fees, taxes, and other costs incurred by BERK Consulting. Upon receipt of a verifiable invoice by the City, PCLS shall remit payment within thirty (30) days.

Should the Parties desire further work from BERK, an additional allowance is authorized by mutually written agreement of the Parties, but in no case shall exceed \$30,000 in total. All additional costs from the allowance will be split equally by the Parties.

4. **Property Appraisal.** The City shall contract with a Washington Licensed commercial property appraiser for a Narrative Appraisal of the current PCLS property (parcel no. 503000-2991), located at 6302 Wildaire Road SW, Lakewood, WA 98499 for a cost not to exceed \$10,000. The City will bill PCLS and be reimbursed for the full cost of this Narrative Appraisal.

5. **Advisory Committee.** The City and PCLS shall form a Library Advisory Committee, jointly appointed by our legislative bodies.

6. **Contacts and Agency Representatives.** The following individuals are authorized to represent the interest of each party to this memorandum, and may delegate authority as deemed necessary and appropriate within their respective agencies.

For PCLS: Executive Director Georgia Lomax and her successors.

For City: City Manager John Caulfield and his successors.

7. **Term of Agreement.** This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this Agreement and shall remain in full force and effect for not longer than twelve (12) months. This Agreement may be terminated, with or without cause, by either party upon sixty (60) days written notice, and none of the Parties shall have any further obligation.

8. **Amendment.** The Parties agree that they may only amend this Agreement by written agreement.

9. **Venue/Applicable Law.** This Agreement shall be interpreted and construed according to the laws of the state of Washington; venue shall be in Pierce County, Washington.

10. **Indemnification.** Each Party shall defend indemnify and hold harmless the other Party, including each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims and all associated losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

PCLS

CITY

CONCURRENCE:

MEMORANDUM

DATE: April 1, 2022

TO: John Caulfield, City of Lakewood
Georgia Lomax, Pierce County Library System

FROM: Brian Murphy, Rebecca Fornaby, and Jason Hennessy

RE: Proposed scope of work: PCLS Lakewood Library Facility Facilitation

Project Understanding

Reinvestment in Lakewood's Downtown and Tillicum libraries has long been considered, including a City senior activity/community center. Significant community engagement has been conducted and building assessments demonstrate that not only are existing buildings dated and suboptimal from a service and community experience perspective, but both buildings are also in poor physical condition. The City of Lakewood and PCLS would like to convene a community-based Advisory Committee to review what is known, evaluate different options, and make recommendations for next steps. The City and Library System desire consulting support to facilitate the Committee's learning and deliberative process.

Scope of Work

Task 1: Project Kick-off and Management

Kick-off Call. BERK will prepare for and facilitate a project kick-off meeting to review project schedule, key tasks, roles and responsibilities, and immediate next steps, including Advisory Committee formation.

Advisory Committee Formation. BERK will provide guidance and logistical support to forming the project Advisory Committee, including guidelines for Committee composition and draft invitation materials.

Project Management. BERK's Project Manager will remain in regular and as-needed contact with the City and Library project leads for the remainder of the project.

Task 2: Meeting Design and Facilitation

We anticipate up to five online meetings of the Advisory Committee over the meeting arc described below. For each meeting, the BERK team will support City and Library staff in compiling and presenting information in a meeting packet to be distributed in advance and in a presentation format during the meeting itself. BERK's role during meetings will be primarily to facilitate productive discussion by Committee members.

Meeting 1.

- Introductions, project purpose, and Committee charge.
- Presentation of project context (part 1), including building conditions and relevant City of Lakewood plans and initiatives, as well as a synopsis of community input gathered through prior planning efforts conducted by the City and PCLS.
- A facilitated discussion of what level and type(s) of additional community engagement is desired by the Committee in this planning process.

Meeting 2.

- Presentation of project context (part 2), focusing on a summary of contemporary library best practices in service delivery and facilities featuring the role they can play in facilitating access to information, learning, placemaking, community building, and partner service delivery.
- Discussion of the evaluative framework the Committee will use later in the process to evaluate options identified for the Downtown and Tillicum libraries.

Meeting 3.

- Review of additional community input (if relevant based on the Committee's decision in meeting 1).
- Consideration of facility options presented by Library staff. In the case of the Downtown Lakewood Library, options may include renovating the existing space, repurposing other existing space, or construction of a new facility in various alternatives. Each option will be presented with cost estimates and pros and cons according to the evaluative framework established by the Committee in Meeting 1. Non-binding Committee input will be gathered on each Option.

Meeting 4.

- Determination of Committee recommendations, including specific recommendations for Downtown Lakewood and Tillicum.

Meeting 5.

- Review of draft report and presentation summarizing Committee process and recommendations.

Task 3: Financial Scenarios

BERK will develop cost estimates for each capital option being considered. Specifically, BERK will estimate capital costs, potential capital savings, ongoing operating costs, and start-up costs. The analysis will not include funding recommendations. The project team anticipates six scenarios, four for Downtown and two for Tillicum:

Downtown

- Status Quo
- Teardown/Build
- Buy and Renovate
- Relocate and Build

Tillicum

- Status Quo
- Relocate and Build

BERK will work City and PCLS staff to gather information on:

- Any needed updates to deferred maintenance cost estimates for the two existing buildings.
- Prior construction/remodel costs efforts for recently completed and proposed projects of a similar scale.
- Staffing and non-labor costs based on anticipated programming.

The results from the financial scenarios will be used for the Advisory Committee to make recommendations and be accurate enough for decision-makers from both jurisdictions to use when communicating with voters and stakeholders.

Assumptions: City of Lakewood Parks, Recreation, and Community Services Department will provide expected operating costs for a senior center and City Building Engineer will provide input on needs to bring existing buildings to meet current building code. PCLS will provide costing estimates for staffing, operating, and constructing new, renovated, or remodeled building options. Both jurisdictions will provide expected revenues from potential sales of one or both properties.

Task 4. Community Engagement and Report Development

Community Outreach. BERK staff will help promote these community engagement opportunities to the public via digital and print media; flyering; and other means.

Community Engagement. Engagement options may include online or in-person discussion groups; an online survey; and/or targeted stakeholder engagement. Our base proposed budget would support a moderate level of effort, requiring selection of targeted engagement effort.

Draft and Final Report. The BERK team will summarize Committee recommendations and any community engagement efforts that occur during this process in a brief technical report.

Presentation of Recommendations. BERK staff will support Committee members and City and Library staff in presenting the Committee's recommendations to City and Library System policymakers.

Timeline and Budget

The expected timeline for the project is as follows:

- **April/May 2022.** Advisory Committee formation and background data collection and synthesis.
- **June-September/October 2022.** Meetings of the Advisory Committee once per month, with the goal of compressing the timeline by one month if feasible.
- **September/October 2022.** Finalization of report and recommendations.

The table on the following page estimates our anticipated level of effort by task and by person. It includes some specific examples of how outreach and engagement funds could be deployed towards specific workproducts.

	2022 Hourly Rate	Brian Murphy Project Manager \$260	Rebecca Fornaby Co-Facilitator and Analyst \$150	Jason Hennessy Fiscal Analyst \$175	Total Hours and Estimated Cost by Task
Task 1: Project Kick-off and Management					
Kick-off Call		2	2	2	
Advisory Committee Formation		2	2		
Project Management (assumes 3 months)		6			
Subtotal		10	4	2	16 \$3,550
Task 2: Meeting Design and Facilitation					
Meeting 1		6	10		
Meeting 2		6	10		
Meeting 3		6	10	4	
Meeting 4		6	10		
Meeting 5		6	10	2	
Subtotal		30	50	6	86 \$16,350
Task 3: Financial Scenarios					
Data Gathering and Model Building		2		16	
Scenario Evaluation		2		20	
Meetings with City and PCLS Staff (3)		2		6	
Integration of Staff Feedback and Material Creation				6	
Subtotal		6	0	48	54 \$9,960
Task 4: Community Engagement and Report Development					
Community Outreach (with example activities below)					\$5,000
Community Engagement (with example activities below)					\$10,000
Draft Report		10	20	6	
Final Report		5	10	4	
Presentation of Recommendations		5	10	2	
Subtotal		20	40	12	72 \$28,300
Total Estimated Hours		66	94	68	228
Cost (Hours*Rate)		\$17,160	\$14,100	\$11,900	\$58,160
Subtotal Consultant Cost		\$58,160			
Project Expenses at ~2% of Project Budget		\$1,160			
Estimated Project Total		\$59,320			

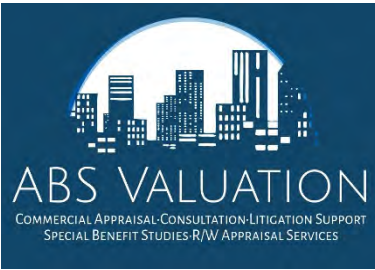
Sample Outreach and Engagement Activities that Could be Implemented Using \$15,000 Reserved Above

Outreach

Write copy for and design Flyer
 Write copy for and design Mailer
 Develop public-facing Fact Sheet or FAQ
 Manage translation of up to three documents

Engagement

Stakeholder Interview
 Discussion Group
 Online Survey (would require outreach effort to promote)
 Engagement Summary



Corporate Office

419 Berkeley Avenue
Suite A
Fircrest, WA 98466
253-274-0099 phone
425-252-1210 fax

Smith Tower
506 2nd Avenue
Suite 3200
Seattle, WA 98104
206-209-3016 phone
425-252-1210 fax

2927 Colby Avenue
Suite 100
Everett, WA 98201
425-258-2611 phone
425-252-1210 fax

absvaluation.com

March 30, 2022

Ms. Becky Newton
Economic Development Manager
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499

**RE: NARRATIVE APPRAISAL OF THE PIERCE COUNTY RURAL LIBRARY
DISTRICT PROPERTY (PARCEL NO. 503000-2991), LOCATED AT 6302
WILDAIRE ROAD SW, LAKEWOOD, WA 98499**

Dear Ms. Newton,

Pursuant to your request, I have reviewed information relating to the above referenced property for purposes of estimating a fee and timing of a *Narrative Appraisal Report*. The purpose of the appraisal is for internal evaluation purposes by the City of Lakewood with separate land and improvement allocations. My report will conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

Briefly, the subject consists of a single 2.04-acre parcel located along the west side of Gravelly Lake Drive SW, the south side of Wildaire Road SW, northwest of Clover Park High School. The parcel is improved with a 1963-era 23,774-square-foot library building. The site is zoned Central Business District by the City of Lakewood.

My report can be completed within 45 days of authorization for a fee of \$8,750.

Thank you for your consideration. Please call if you need additional clarification or have any questions.

Sincerely,

ABS VALUATION

Appraiser

Darin A. Shedd, MAI
Washington License #27011-1100566



Lakewood Libraries Assessment

Study Overview and Role of the Advisory Committee

The City of Lakewood and Pierce County Library System (PCLS) have long considered reinvesting in Lakewood's Downtown and Tillicum libraries, potentially adding a community center for seniors in the downtown. This study will assess the benefits, challenges, and costs of different options and recommend a path forward. In addition to working with an Advisory Committee, we will engage the broader community to ensure the study reflects the full range of interests and preferences.

Downtown Lakewood Library



Tillicum Library



Should we...

- Retain the current facility?
- Build a new library on a different site?
- Build a new library on the current site?
- Purchase an existing building elsewhere and renovate it?

Should we...

- Retain the current facility?
- Build a new library on a different site?

Advisory Committee

What: We are convening a community-based Advisory Committee to review what we know, evaluate options, and make recommendations to Lakewood City Council and PCLS Board of Trustees.

Who: Up to 12 persons of diverse backgrounds (six appointed by each entity, PCLS and the City) with an interest in the Downtown and Tillicum neighborhoods.

When: The Advisory Committee will meet five times between June and October 2022. Once assembled, we will poll members to find the best dates and times to meet.

Staff from the City of Lakewood, PCLS, and BERK Consulting will support meetings to ensure a smooth and productive process.

For more information, please contact: Becky Newton at 253-983-7738.



HELP PLAN THE FUTURE

for your Lakewood and Tillicum Pierce County Libraries!

Learning

Enjoyment

Community

Apply to volunteer on the Pierce County Library System and City of Lakewood's Community Advisory Committee:

- Review public input about Lakewood and Tillicum Pierce County Libraries from 2019.
- Study the significant building needs.
- Provide advice to the Library System about how it could best provide library services for Lakewood.

Selected committee members will participate in approximately five online meetings, planned from June-September 2022.



**Pierce County
Library System**
Information & Imagination

piercecountylibrary.org
253-548-3300



To request this document in an alternate format,
call Washington Relay TTY 771 for 253-548-3426.

ADM 4/22 (700)



HELP PLAN THE FUTURE

for your Lakewood and Tillicum Pierce County Libraries!

- Learning
- Enjoyment
- Community

Volunteer for the Pierce County Library System and City of Lakewood’s Community Advisory Committee

Apply by April 30, 2022
at imagine.pcls.us
or pick up an application at
Lakewood or Tillicum Library or
Lakewood City Hall

Application Due: April 30, 2022

3005 112th St. E., Tacoma, WA 98446

Phone: 253-548-3420

Email: director@pcls.us

Name: _____

Address: _____

Phone: _____

Email: _____

Occupation/employment/volunteer/experience:

Community and professional activities, including experience serving on a community committee:

Please describe your interest in serving on the community advisory committee.

Do you have immediate family members who are employees of the Pierce County Library System or City of Lakewood? ☐ Yes ☐ No

Signature: _____ Date: _____

As Equal Employment Opportunity organizations, the Pierce County Library System and City of Lakewood do not discriminate on the basis of age, sex, marital or family status, pregnancy, sexual orientation, race, creed, color, national origin, religion, military or honorably discharged veteran status, gender identity, ancestry, disability, genetic information, citizenship or immigration status, or any other basis prohibited by law

Thank you for your interest!

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: April 18, 2022	TITLE: Award of Abatement Contracts for Karwan Mobile Home Park, 2621 84 th St. S.	TYPE OF ACTION: ___ ORDINANCE NO. ___ RESOLUTION NO. <input checked="" type="checkbox"/> MOTION NO. 2022-28 ___ OTHER
REVIEW: April 18, 2022	ATTACHMENT(S): 1. Public Works Contract for Abatement Services- Karwan MHP Sewer Connection; 2. Public Works Contract for Abatement Services- Karwan MHP Demo/Construction; 3. Findings of Fact, Conclusions of Law and Final Decision, dated December 22, 2019; 4. Findings of Fact, Conclusions of Law and Final Decision, dated October 9, 2019; and 5. Warrant of Abatement, dated June 11, 2021.	

SUBMITTED BY: Jeff Gumm, Housing Programs Manager, and Dave Bugher, Assistant City Manager, Development Services.

RECOMMENDATION: *(Over the years, abatement projects have become a standard administrative process. Minus the COVID Pandemic years, 25 to 30 abatements, plus nuisances, are processed annually. The City's abatement actions are further governed by a hearing examiner's decision and superior court action. For these reasons the following two contract awards have been placed on the Consent Calendar.)*

By minute motion, approve two public works contracts for the abatement of dangerous and nuisance conditions associated with Karwan Mobile Home Park for a total of \$516,754.70.

- One contract with DP excavation, for the demolition/construction of dangerous buildings and nuisance conditions (contract totals \$220,000, including sales tax).
- A second contract with GEC NW, Incorporated, to decommission seventeen (17) failing septic systems and connection of those units to sewers (contract totals \$296,754.70, including sales tax). *(See next page.)*

Jeff Gumm
Prepared by

D. Bugher
Department Director


City Manager Review

DISCUSSION: This report provides the City Council with a brief review and description of the dangerous and nuisance conditions identified as the Karwan Mobile Home Park, located at 2621 84th Street S. The mobile home is a 191,664 square foot lot with 28 mobile homes of varying condition on site, two recreational vehicles, and two stick-built rental homes (one of which contains electrical and general facilities for the park). The park predates City of Lakewood incorporation in 1996.

This property has been a long-standing nuisance property dating back to the City's incorporation. The property has been a drain on Code Enforcement and Police responding to police calls and code enforcement violations for years.

History of Police Calls (2018-Present): Table 1 lists Police calls for 2018-2022.

TABLE 1 POLICE CALLS 2018-2022		
Year	# of Calls	# of Arrests
2018	254	25
2019	215	15
2020	208	11
2021	103	4
2022	28	3

Abatement Process: In January 2018, the City began a dangerous building and nuisance property process which culminated in a July 10, 2019 Findings and Order issuance for the Property. The order noted multiple dangerous and nuisance conditions associated with the site including, illegal or improper construction without permit or inspection to multiple structures; multiple vacant, abandoned and unsecured units posted unsafe to occupy; electrical repair and modification made without proper permit or inspection; exposed or improper wiring and circuitry; improper plumbing modification without proper permit or inspection; structural damage to multiple buildings or structures; illegal conversion of carports to garages without proper permit or inspection; construction of sheds/storage structures without proper permit or inspection; multiple junk or inoperable vehicles and recreational vehicles; multiple failing septic/sewage systems; and extensive amounts of garbage, debris and junk strewn about the property.

The owner appealed the Findings and Order and two subsequent hearings were held before the City's Hearing Examiner, resulting in a Findings of Fact, Conclusions of Law and Final Decision, dated October 9, 2019, and Revised/Supplemented Findings and Order of Hearing Examiner after Re-Opening Hearing, dated December 22, 2019. On June 11, 2021, the City was awarded a Warrant of Abatement through Pierce County Superior Court to address all dangerous and nuisance conditions identified in the Hearing Examiner's final decision.

Since receiving the Hearing Examiner's decision, the owner has removed nearly all garbage and debris from the property (with the exception of garbage and debris associated with unit 1) demolished most of the dangerous carports (with the exception of units 1, 17, 19, and 37), removed all junk and inoperable vehicles, demolished and removed unit 39, and has removed tenants and all contents from units 31 and 34. While improvements have been made at the property, many more remain.

Dangerous and Nuisance Conditions Remaining: The following dangerous and nuisance conditions remain to be addressed:

Demolition/Construction Activities

- 1) Demolish and remove carports 1, 17, 19 and 37;
- 2) Remove all garbage, debris, junk, scrap, and trash from unit 1; including removal of improper sheds;
- 3) Remove and dispose of unit 3 illegal and improper storage shed;
- 4) Replace stairs and landing to unit 28;
- 5) Demolish and remove stick-built structure (unit 30);
- 6) Demolish and remove stick-built structure (unit 34). Construct 100 SF electrical storage building to house electrical meters serving park; and

Sewer Connection Activities

- 7) Disconnect and decommission failed septic systems and install sewer connections to units 2, 10, 14, 15, 16, 17, 18, 25, 29, 30, 31 (A-C), 32, 34, 37 and 39. Connect to sewer main in 84th St. S for the seventeen (17) units listed above.

What is the City doing to complete repair of this property? The June 11, 2021 Warrant of Abatement provides legal access to the City to address all remaining dangerous and nuisance conditions, including sewer connections and demolition of remaining dangerous structures. This process involves a two-phased approach to correcting dangerous and nuisance conditions. The first phase would consist of septic assessment of all identified failing septic systems. The second phase would be correcting all failing septic issues identified and removing all other dangerous and nuisance conditions associated with the property.

Phase 1 – Septic Evaluation

On August 9, 2021, the City issued a Notice of Invitation to Bid and selected three general contractors from Pierce County's approved list of Septic System Services Companies to receive bids. A single bid was received from A Advanced to assess septic conditions on the property and provided a written report of all findings. The report was provided to the City on December 1, 2021 detailing failed septic conditions on all units assessed (only 17 units identified in the June 11, 2021 Warrant). The report estimated septic repairs in excess of \$300,000 and recommended connection to sewers would be the best solution as many of the systems were located directly beneath homes and inaccessible for repair.

Due to the length of time in receiving septic assessment for this project, the City Legal Department negotiated an extension in time on the Warrant of Abatement for an additional 6 months. An extension was granted through June 11, 2022.

Phase 2 – Demolition/Construction

On December 9, 2021, the City issued a Notice of Invitation to Bid. The bid included addressing all dangerous and nuisance conditions, including demolition, construction, and septic replacement or sewer installation. The bid was advertised in the Tacoma News Tribune, placed on the City website, and was mailed out to all contractors on the City's Small Works Abatement Roster. While the bid walk thru was attended by four large-scale general contractors, no bids were received. Review of bidder's comments resulted in the City rebidding the project as two separate projects- 1) sewer connections, and 2) general demolition and construction activities. Rebid of the project was conducted on March 4, 2022, with seven large-scale general contractors in attendance. Two bids were received, one from DP Excavation in the amount of \$220,000 for demolition and construction activities, and one from GEC NW, Inc. in the amount of \$296,754.70 for sewer connection activities. No other bids were received.

Table 1 details bids received for septic and demolition/construction activities, including initial City estimates.

TABLE 1 PHASE 2 BIDS RECEIVED – SEPTIC & DEMOLITION/CONSTRUCTION			
Activities	City Estimate	GEC NW, Inc.	DP Excavation
Sewer Connections	\$319,000 - \$352,000	\$296,754.70	-
Demolition/Construction	\$218,790.00	-	\$220,000.00
Combined Total All Work	\$516,754.70		

Contracts to be awarded:

1. Award of contract for GEC NW, Inc. sewer installation would be made in the amount of \$296,754.70. Contractor is ready to submit design and permitting package to Pierce County Sewer Department once contract is awarded and begin construction once permits are issued.
2. Award of contract for DP Excavation demolition/construction would be made in the amount of \$220,000.00. Contractor is set to submit demolition and construction permits to the City of Lakewood once contract is awarded and begin construction once permits are issued.

What funds are available to conduct abatement activities? The City has two established abatement funds- 1) fund 105 abatement fund, and 2) fund 191 abatement fund. The 105 abatement fund was established with general fund dollars, can be used for any property which has been determined to be dangerous or a nuisance, and does not have any federal or local spending restrictions. The City's 191 abatement fund was established in 2009 with Neighborhood Stabilization Program 1 (NSP1) funds from WA State Department of Commerce. The 191 abatement fund carries federal restrictions and can only be used for dangerous or nuisance properties which have been foreclosed, abandoned or left vacant for at least one year, and they must be located in a qualifying HUD low-income census block group.

The 105 abatement fund has a current fund balance of \$442,852 (as of 3/30/2022). An additional budget adjustment for 2022 is being proposed to Council to bring this fund balance up to approximately \$960,000. This fund balance would cover this project, in addition to ongoing and anticipated abatement projects in 2022.

The City's second abatement fund, fund 191, has a current fund balance of \$262,878 (as of 3/30/2022). All projects are evaluated for eligibility for use with this fund. Staff anticipates an additional three projects will be completed with this fund in 2022, totaling approximately \$75,000.

Proposed use of funds, including lien assessment and collection of expenditures: The proposed project would utilize \$516,754.70 in fund 105 abatement funds. Once completed a lien would be assessed for all City-incurred abatement costs including, noticing, filings, staff time, and all contracted costs. The lien would be filed against the property with the Pierce County Assessor's office, would be on par with tax liens, and would be subject to 12 percent interest per annum. After three years, unpaid liens force the property into foreclosure sale through Pierce County with proceeds being repaid to the City of Lakewood.

Current Pierce County Assessor-Treasurer data lists the property's current assessed valuation at \$2,024,800, with land valuation assessed at \$1,336,900 and assessed improvements at \$687,900.

ALTERNATIVE(S): Council could choose not to approve the contracts to address dangerous and nuisance conditions associated with this property; however, the conditions would go unaddressed and

the City's Warrant of Abatement allowing the City to take corrective actions would expire without action. Any follow up action regarding this property would likely be made more difficult based on inaction related to this Warrant.

FISCAL IMPACT: Contracts recommended to be awarded would commit \$516,754.70 in General Fund dollars allocated to the City's Abatement Fund (Fund 105). Please note that there is a stand-alone budget request for additional funds in the carry-forward budget. The budget request is needed given the large number of pending abatement actions anticipated throughout the remainder of 2022¹.

OTHER INFORMATION: This is one of the more significant abatement/public nuisance actions that the City has chosen to pursue. It also underscores the difficulties in dealing with mobile home parks. Action has been a long time coming because of appeals, difficulties with contract awards, and events surrounding the COVID pandemic. Nevertheless, the City is sensitive to the timeline imposed by the Warrant of Abatement. The abatement/public nuisance actions need to proceed quickly. While the costs may seem high, on a per unit cost basis, \$18,455.53, this project is an outstanding investment not only in housing, but in peoples' lives.

¹ Karwan Village Mobile Home Park, 2621 84th Street S (\$516,000); 7110 Foster Road SW (\$20,000); 12314 Pacific Highway SW (\$40,000); 9616 Gravelly Lake Drive SW (\$250,000); 5408 Steilacoom Boulevard SW (\$20,000); 8808 Wildaire Road SW (\$25,000); and four active public nuisances (\$70,000). City is also anticipating a \$200,000 payback in 2022.

**PUBLIC WORKS CONTRACT FOR
ABATEMENT SERVICES AT 2621 84th St. S
KARWAN MHP- SEWER CONNECTION**

THIS AGREEMENT made and entered into on this day of , 2022, by and between the City of Lakewood, a municipal corporation of the State of Washington hereinafter referred to as the “City” and GEC NW, Inc., hereinafter referred to as the “Contractor”.

W I T N E S S E T H :

WHEREAS, the premises located upon property at 2621 84th St. S. in Lakewood, Washington, has/have been determined to contain dangerous buildings and public nuisance conditions associated with the septic systems associated with this property, has become a danger to the public, and exists to the detriment and annoyance of the community; and,

WHEREAS, the City has pursued efforts to have the owner abate the nuisance without success; and,

WHEREAS, the City, has obtained a Warrant of Abatement (No. 21-2-04198-3, dated June 11, 2021) through the Pierce County Superior Court, State of Washington, to use any means reasonably necessary to abate the dangerous and nuisance conditions that exist on the property, including removal and disposal of all debris, removal and/or demolition of certain structures, and repair of septic, water and electrical systems; and,

WHEREAS, in accordance with the City’s legal abatement action, the City is in need of services of individuals, employees or firms for connection of sewers and decommissioning of septic systems and other conditions constituting such public nuisance; and,

WHEREAS, the City desires to retain the Contractor to provide such services in connection with the City’s action to abate the dangerous buildings and public nuisance; and,

WHEREAS, the Contractor is qualified and able to provide abatement services in connection with the City’s needs for the above-described work, and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, the parties hereto agree as follows:

1. Public Works Contract

Based upon the nature of this action and the anticipated cost, it is a public works project pursuant to RCW 39.04. Prevailing wage requirements apply to this work. This work is subject to performance and payment bonds and shall require the Contractor to provide a performance and payment bond in the amount of 100% of the total contract (including tax) to the City. Retainage of 5% of the total compensation shall be withheld until all releases are obtained to ensure payment for materials and wages.

2. E-Verify

The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States

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

3. Scope of Services.

The Contractor agrees to perform in a good and professional manner the tasks described as follows at 2621 84th St. S. in Lakewood, Washington:

- a. Disconnect and properly decommission all septic systems and tanks for units 2, 10, 14, 15, 16, 17, 18, 25, 29, 30, 31 (A-C), 32, 34, 37, and 39 in accordance with decommissioning requirements of the Pierce County Health Department. Decommissioning to include removal of tanks or filling in place with approved inert material. Provide map of all tanks decommissioned and/or filled with inert material, and location of all new sewer lines installed to each trailer location upon completion of project. Sewer installation to include all required design, hookup fees, permits, sewer piping, connections, and all required inspections to final sewer system construction in place. Repair to include replacement of asphalt paving to roadway where disturbed, both in the City of Lakewood right-of-way and on the private property (as necessary). Should City roadway or sidewalks be disturbed and replaced, design and replacement shall be in accordance with standard specifications required by City of Lakewood Public Works Department. Roadway replacement on private property shall be installed to match existing as closely as possible. Replace disturbed landscaping by grading smooth and seeding with grass or covering with bark or mulch to match existing.
- b. The contractor shall act as general contractor and shall be responsible for all aspects of the job, including determining and following all legal and permitting requirements, hiring, managing, and paying any/all subcontractors and service providers, and for all associated documentation and reporting.
- c. Obtain all necessary permits and approvals, including but not limited to Pierce County Health Department septic decommissioning permit, and Pierce County sewer permit prior to commencement of work.
- d. All septic or sewer work shall be inspected by Pierce County Health Dept/Utilities (as necessary), and any road or street repair to be inspected by City of Lakewood Public Works Department (as necessary) prior to completion of project and submittal of final bill to the City of Lakewood.

- e. A right-of-way permit from the City of Lakewood shall be required for any work in or obstruction of the right-of-way. Contractor shall be responsible for any damage to the public right-of-way.
- f. Pursuant to Lakewood Municipal Code section 13.06.040(B)(3), for demolition waste, contractor may haul demolition waste from this site in vehicles owned by contractor's business; however, should contractor require a third-party to haul waste from this site, contractor must obtain these services from Waste Connections/LeMay, Inc, the City's contracted refuse hauler. A subcontractor may haul waste from the site only if the hauling is secondary and incidental to their work on the site. (Only fully separated, uncontaminated recyclables may be hauled by a third-party hauler other than the City's refuse contractor. Any such hauler must be properly licensed and permitted to transport recyclables in Lakewood.) The contractor's hauling plan must be reviewed and approved by Waste Connections/LeMay, Inc., prior to demolition permit application.
- g. The contractor will be responsible for security of the site and their equipment during the project.
- h. Upon completion, grade all work areas to a consistent, shallow, walkable contour, with no holes or sharp drops. Note: A site development permit from the City of Lakewood will be required for importation or disturbance of more than 25 cubic yards of material.
- i. At completion of the project, the work site shall be left in a thoroughly clean, safe condition, free of debris, litter, holes, sharp drops, hazards or unsafe conditions; finish grade shall be level. The project will not be considered complete until the site has been inspected and approved by an official of the City of Lakewood and all permits are finalized and approved.
- j. A copy of the proposed sewer connection plan is attached hereto as Exhibit A.

The Contractor shall perform these services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

4. Notice: Changes, Additional Services and Amendments:

The parties hereto recognize that the City neither owns nor controls the property subject to this Agreement. During the time necessary to implement this Agreement, obtain permits, and prepare for site work, or during or after completion of the job, the site conditions addressed in the contractor's bid and this Agreement may change. In addition, unforeseen circumstances may arise during the prosecution of the job. Such changes in conditions may necessitate changes to the scope of services and associated compensation, or additional work after completion of the job.

5. Changes in Services:

In accordance with the foregoing, the parties hereto may agree that the scope of services and associated compensation under this Agreement should be changed, whether increased, decreased or modified. Any such agreement(s) shall be set forth in a written change order signed by both parties and executed prior to the Contractor's performance of the services thereunder, except as may be provided to the contrary in Section 7 of this Agreement. Upon proper completion and execution of a change order, the change order shall be incorporated into

this Agreement and all other terms and conditions of this Agreement remain in full force and effect. Provided, however, if the terms and conditions of a change order are contrary to the Agreement, the change order shall control. The City Contract Administrator is authorized to sign change orders on behalf of the City pursuant to this Section as long as any increase in compensation is five thousand (\$5,000) dollars or less. Changes between \$5,000 and \$50,000 will require City Manager approval. Changes in excess of \$50,000 will require approval of the Lakewood City Council.

6. Performance of Additional Services Prior to Execution of a Change Order:

The parties hereby agree that situations may arise in which the execution of a change order is impractical prior to the commencement of the Contractor's performance of the services requested by the City. The Contractor hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City, pending execution of a change order pursuant to Section 5 of this Agreement, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 12 of this Agreement, or as otherwise specifically agreed to in writing by and between the parties.

7. Amendment, Modification or Waiver.

Except as authorized in Sections 5 and 6, no amendment, modification or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the signatories to this Agreement or their duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party, related to any default by the other party, shall not effect or impair any right arising from any subsequent default.

8. Inspection Prior to Starting Site Work.

Prior to beginning site work, the Contractor shall inspect the site and shall immediately notify the City's representative of any conditions that differ materially from the conditions represented in the Contractor's bid and this Agreement, which may require a change to the scope of services and a change to the compensation represented in the Agreement.. In the event of material changes, site work shall not proceed, except at the Contractor's own risk, until the City has provided instructions to the Contractor in writing or as otherwise provided in this Agreement. Any changes in services or compensation shall be negotiated by the Contractor and the City's representative and shall be made in writing in accordance with Sections 5, 6, and 7 of this Agreement.

9. Contractor's Representations.

The Contractor hereby represents and warrants that he has all necessary licenses and certifications to perform the services provided for herein, is not debarred in the State of Washington, and is qualified to perform the services provided for herein.

10. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Contractor:

- a. Designate herein its Assistant City Manager (Development) as the City's representative with respect to the services. The City's representative, or a duly authorized designee,

shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.

- b. Furnish the Contractor with information, criteria, objectives, schedules and standards for the project and the services provided for herein if necessary for the performance of this Agreement and if such is within the City's dominion, control and ability to provide.
- c. Arrange for reasonable access to the property or facilities as required for the Contractor to perform the services provided for herein.
- d. Examine and evaluate studies, reports, memoranda, plans, sketches, and other documents prepared by the Contractor and render decisions regarding such documents, if such a decision is necessary and possible, in a timely manner to prevent delay of the services.

11. Acceptable Standards.

The Contractor shall be responsible to provide, in connection with the services in this Agreement, work product and services of a quality and professional standard acceptable to the sole satisfaction of the City.

12. Compensation.

As compensation for the Contractor's performance of the services provided for herein, the City accepts the Contractor's bid, as submitted on March 24, 2022.

A copy of the Contractor's bid, as received by the City is attached hereto as Exhibit B and incorporated herein as if fully set forth herein. Upon completion of the scope of services to the sole satisfaction of the City, the City shall pay the Contractor \$296,754.70, representing the amount of the bid, including sales tax.

The Contractor shall submit to the City an invoice which the City shall process in the next billing/claim cycle following receipt and shall remit payment to the Contractor thereafter in the normal course, subject to all conditions or provisions in this Agreement, including change orders and amendments, and all applicable laws and regulations.

13. Prevailing Wages

In accordance with RCW Chapter 39.12, all laborers, workers, or mechanics of the Contractor and any subcontractors involved in the performance of this contract shall be paid not less than the prevailing rate of wage for their particular trade or occupation as specified in the Washington State Prevailing Wage Rates For Public Works Contracts for Pierce County, dated March 24, 2022. The Washington Department of Labor & Industries prevailing wage rates are located at <https://secure.lni.wa.gov/wagelookup/>. A copy of the March 24, 2022 prevailing wage rates are attached hereto as Exhibit C.

14. Intents and Affidavits

As soon as practicable upon approval of this agreement, and before work begins, the Contractor and every subcontractor shall file a Statement of Intent to Pay Prevailing Wage (Intent) with the Washington Department of Labor and Industries.

Upon completion of the work, the Contractor and every subcontractor shall file an Affidavit of Wages Paid (Affidavit) with the Department of Labor and Industries.

The City shall make no payments to the contractor until the Contractor submits to the City an Intent that has been approved by the Industrial Statistician of the Department of Labor and Industries. Retainage shall not be paid prior to receipt from the Contractor of a similarly approved Affidavit.

15. Retainage/Subcontractor and Supplier Liens

Pursuant to RCW Chapter 39.08.010, the City and Contractor agree that the Contractor shall provide a performance and payment bond in the amount of 100% of the total contract (including tax) to the City. Retainage of 5% of the total compensation shall be withheld until all releases are obtained to ensure payment for materials and wages.

Upon non-payment by the Contractor, any supplier or subcontractor may file a lien against the retained funds, pursuant to RCW Chapter 39.08. Subcontractors or suppliers are required to give notice of any lien or claim after completion of the Work and in the manner provided in RCW 39.08.030. After completion of all Work on the Contract and the City is in receipt of all releases, approvals and documents as described herein, the City shall release final retainage held.

16. Prevailing Wage Dispute Resolution

In accordance with the provisions of RCW 39.12, if any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Washington Department of Labor and Industries and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

17. Time for Performance and Term of Agreement.

The Contractor shall perform the services provided for herein in accordance with the direction and scheduling of the City, unless otherwise agreed to in writing by and between the parties.

The Term of this Agreement shall commence on the date hereof or upon signing by both parties, and shall terminate within thirty (90) calendar days or upon completion of the performance of the scope of work provided herein, unless otherwise agreed to in writing by the parties.

18. Continuation of Performance.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities, within the anticipated time for performance.

19. Administration of Agreement.

This Agreement shall be administered by Jayson Stevens for GEC NW, Inc., the Contractor, and by the Assistant City Manager (Development), or designee, for the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Lakewood
c/o David Bugher
6000 Main St. SW
Lakewood, WA 98499-5027
(253) 512-2261, FAX (253) 512-2268

GEC NW, Inc.
c/o Jayson Stevens
5001 S. Tyler St.
Tacoma, WA 98409

20. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address set forth next to such party's signature at the end of this Agreement, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

21. Insurance.

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

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

22. Indemnification.

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

23. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

24. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement upon not less than seven (7) days written notice to the Contractor if the services provided for herein are no longer needed from the Contractor. If this Agreement is terminated through no fault of the Contractor, the Contractor shall be compensated for services performed prior to termination in accordance with the rate of compensation provided herein.

25. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

26. Costs to Prevailing Party.

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

27. Applicable Law.

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

28. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply.

As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the

parties.

29. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of this Agreement or the application of the provision to other persons or circumstances shall not be affected.

30. Entire Agreement.

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

31. Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF LAKEWOOD

CONTRACTOR

John Caulfield, City Manager

GEC NW, Inc.

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

EXHIBIT A
Proposed Sewer Connection Plan

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

GEC NW,
Proposed sewer connection plan

Karwan Village MHP
2621 84th st s Lakewood

- Proposed MH locations
- 8" sewer main
- 4" side connection



Notes:

1. Each site will have a clean out installed
2. Sewer mains will have minimum cover per Pierce county at N end
3. 8" main will be installed at 2% grade
4. MH connections and tie in will follow Pierce County code
5. After installation, inspection and testing, trench lines will be restored with 3" HMA and 6' wide patch along entire trench line
6. sewer flows from the north to the south direction

Tie into existing stub at depths provided

↑
N

EXHIBIT B
Contractor's Bid

CITY OF LAKEWOOD

BID PROPOSAL FORM

CONTRACT NAME: Karwan MHP – SEWER CONNECCTION
BID DATE: March 24, 2022

All proposals must be in ink or typewritten. No erasures will be permitted. Bids must be submitted to the City of Lakewood, Attn: City Clerk, 6000 Main St. SW, Lakewood, WA 98499,

The undersigned hereby agrees to execute a construction contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The undersigned hereby agrees to complete the work to be performed under this contract within: **90 days** after date of notification by the City of Lakewood or its designated agent to commence work.

Do not leave any lines blank. Blank lines left in the bid amounts will constitute an incomplete bid and the City will reject the bid as such.

BID SPECIFICATION

1. SEWER CONNECTION

TOTAL

BID AMOUNT

1. \$ 269,777⁰⁰
W.S.T.

\$ 269,777⁰⁰ + W.S.T.
269,777⁰⁰

In submitting this proposal, we hereby warrant that this bid is genuine, and that we have not entered into collusion with any other bidders or any other persons.

GEC N.W., Inc
Name of Bidder/Contracting Firm

5001 S. Tyler ST
Address

Tacoma, WA 98409
City/State/Zip

Jayson@GECNW.com
Email Address (to provide bid results)

20-4237493
EIN #

Jayson W. Stevens 3/23/22
Signature Date

Jayson STEVENS, Corporate Secretary
Printed Name and Title

EXHIBIT C
Prevailing Wage Rates- March 24, 2022

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 3/24/2022

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pierce	Asbestos Abatement Workers	Journey Level	\$54.62	5D	1H		View
Pierce	Boilermakers	Journey Level	\$72.54	5N	1C		View
Pierce	Brick Mason	Journey Level	\$63.32	7E	1N		View
Pierce	Brick Mason	Pointer-Caulker-Cleaner	\$63.32	7E	1N		View
Pierce	Building Service Employees	Janitor	\$21.29	5S	2F		View
Pierce	Building Service Employees	Traveling Waxer / Shampooer	\$22.24	5S	2F		View
Pierce	Building Service Employees	Window Cleaner (High Time)	\$29.74	5S	2F		View
Pierce	Building Service Employees	Window Cleaner (Non-High Time)	\$28.74	5S	2F		View
Pierce	Cabinet Makers (In Shop)	Journey Level	\$28.36		1		View
Pierce	Carpenters	Acoustical Worker	\$68.19	15J	4C		View
Pierce	Carpenters	Bridge, Dock And Wharf Carpenters	\$68.19	15J	4C		View
Pierce	Carpenters	Carpenter	\$68.19	15J	4C		View
Pierce	Carpenters	Floor Finisher	\$68.19	15J	4C		View
Pierce	Carpenters	Floor Layer	\$68.19	15J	4C		View
Pierce	Carpenters	Scaffold Erector	\$68.19	15J	4C		View
Pierce	Cement Masons	Application of all Composition Mastic	\$67.41	15J	4U		View
Pierce	Cement Masons	Application of all Epoxy Material	\$66.91	15J	4U		View
Pierce	Cement Masons	Application of all Plastic Material	\$67.41	15J	4U		View
Pierce	Cement Masons	Application of Sealing Compound	\$66.91	15J	4U		View
Pierce	Cement Masons	Application of Underlayment	\$67.41	15J	4U		View
Pierce	Cement Masons	Building General	\$66.91	15J	4U		View
Pierce	Cement Masons	Composition or Kalman Floors	\$67.41	15J	4U		View
Pierce	Cement Masons	Concrete Paving	\$66.91	15J	4U		View
Pierce	Cement Masons	Curb & Gutter Machine	\$67.41	15J	4U		View
Pierce	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	15J	4U		View
Pierce	Cement Masons	Curing Concrete	\$66.91	15J	4U		View
Pierce	Cement Masons	Finish Colored Concrete	\$67.41	15J	4U		View
Pierce	Cement Masons	Floor Grinding	\$67.41	15J	4U		View
Pierce	Cement Masons	Floor Grinding/Polisher	\$66.91	15J	4U		View
Pierce	Cement Masons	Green Concrete Saw, self-powered	\$67.41	15J	4U		View
Pierce	Cement Masons	Grouting of all Plates	\$66.91	15J	4U		View
Pierce	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	15J	4U		View
Pierce	Cement Masons	Gunite Nozzleman	\$67.41	15J	4U		View
Pierce	Cement Masons	Hand Powered Grinder	\$67.41	15J	4U		View
Pierce	Cement Masons	Journey Level	\$66.91	15J	4U		View
Pierce	Cement Masons	Patching Concrete	\$66.91	15J	4U		View
Pierce	Cement Masons	Pneumatic Power Tools	\$67.41	15J	4U		View
Pierce	Cement Masons	Power Chipping & Brushing	\$67.41	15J	4U		View

about:blank

1/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Cement Masons	Sand Blasting Architectural Finish	\$67.41	15J	4U		View
Pierce	Cement Masons	Screed & Rodding Machine	\$67.41	15J	4U		View
Pierce	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	15J	4U		View
Pierce	Cement Masons	Troweling Machine Operator	\$67.41	15J	4U		View
Pierce	Cement Masons	Troweling Machine Operator on Colored Slabs	\$67.41	15J	4U		View
Pierce	Cement Masons	Tunnel Workers	\$67.41	15J	4U		View
Pierce	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$122.46	15J	4C		View
Pierce	Divers & Tenders	Diver	\$122.49	15J	4C	8V	View
Pierce	Divers & Tenders	Diver On Standby	\$81.04	15J	4C		View
Pierce	Divers & Tenders	Diver Tender	\$73.60	15J	4C		View
Pierce	Divers & Tenders	Manifold Operator	\$73.60	15J	4C		View
Pierce	Divers & Tenders	Manifold Operator Mixed Gas	\$78.60	15J	4C		View
Pierce	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$73.60	15J	4C		View
Pierce	Divers & Tenders	Remote Operated Vehicle Tender	\$68.64	15J	4C		View
Pierce	Dredge Workers	Assistant Engineer	\$73.62	5D	3F		View
Pierce	Dredge Workers	Assistant Mate (Deckhand)	\$73.05	5D	3F		View
Pierce	Dredge Workers	Boatmen	\$73.62	5D	3F		View
Pierce	Dredge Workers	Engineer Welder	\$75.03	5D	3F		View
Pierce	Dredge Workers	Leverman, Hydraulic	\$76.53	5D	3F		View
Pierce	Dredge Workers	Mates	\$73.62	5D	3F		View
Pierce	Dredge Workers	Oiler	\$73.05	5D	3F		View
Pierce	Drywall Applicator	Journey Level	\$68.19	15J	4C		View
Pierce	Drywall Tapers	Journey Level	\$67.91	5P	1E		View
Pierce	Electrical Fixture Maintenance Workers	Journey Level	\$17.76		1		View
Pierce	Electricians - Inside	Cable Splicer	\$81.91	5C	1G		View
Pierce	Electricians - Inside	Journey Level	\$76.57	5C	1G		View
Pierce	Electricians - Inside	Lead Covered Cable Splicer	\$87.23	5C	1G		View
Pierce	Electricians - Inside	Welder	\$81.91	5C	1G		View
Pierce	Electricians - Motor Shop	Craftsman	\$15.37		1		View
Pierce	Electricians - Motor Shop	Journey Level	\$14.69		1		View
Pierce	Electricians - Powerline Construction	Cable Splicer	\$88.89	5A	4D		View
Pierce	Electricians - Powerline Construction	Certified Line Welder	\$81.65	5A	4D		View
Pierce	Electricians - Powerline Construction	Groundperson	\$52.91	5A	4D		View
Pierce	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$81.65	5A	4D		View
Pierce	Electricians - Powerline Construction	Journey Level Lineperson	\$81.65	5A	4D		View
Pierce	Electricians - Powerline Construction	Line Equipment Operator	\$70.02	5A	4D		View
Pierce	Electricians - Powerline Construction	Meter Installer	\$52.91	5A	4D	8W	View
Pierce	Electricians - Powerline Construction	Pole Sprayer	\$81.65	5A	4D		View
Pierce	Electricians - Powerline Construction	Powderperson	\$60.75	5A	4D		View
Pierce	Electronic Technicians	Journey Level	\$48.88	6Z	1B		View
Pierce	Elevator Constructors	Mechanic	\$103.81	7D	4A		View
Pierce	Elevator Constructors	Mechanic In Charge	\$112.09	7D	4A		View
Pierce	Fabricated Precast Concrete Products	Journey Level	\$15.00		1		View
Pierce	Fence Erectors	Fence Erector	\$46.29	15J	4V	8Y	View
Pierce	Fence Erectors	Fence Laborer	\$46.29	15J	4V	8Y	View
Pierce	Flaggers	Journey Level	\$46.29	15J	4V	8Y	View
Pierce	Glaziers	Journey Level	\$72.41	7L	1Y		View
Pierce	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$82.02	15H	11C		View
Pierce	Heating Equipment Mechanics	Journey Level	\$91.83	7F	1E		View
Pierce	Hod Carriers & Mason Tenders	Journey Level	\$57.31	15J	4V	8Y	View

about:blank

2/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Industrial Power Vacuum Cleaner	Journey Level	\$14.49		1	View
Pierce	Inland Boatmen	Boat Operator	\$61.41	5B	1K	View
Pierce	Inland Boatmen	Cook	\$56.48	5B	1K	View
Pierce	Inland Boatmen	Deckhand	\$57.48	5B	1K	View
Pierce	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K	View
Pierce	Inland Boatmen	Launch Operator	\$58.89	5B	1K	View
Pierce	Inland Boatmen	Mate	\$57.31	5B	1K	View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$14.49		1	View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$14.49		1	View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$14.49		1	View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$14.49		1	View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$14.49		1	View
Pierce	Insulation Applicators	Journey Level	\$68.19	15J	4C	View
Pierce	Ironworkers	Journeyman	\$80.28	7N	1Q	View
Pierce	Laborers	Air, Gas Or Electric Vibrating Screed	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Airtrac Drill Operator	\$56.31	15J	4V 8Y	View
Pierce	Laborers	Ballast Regular Machine	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Batch Weighman	\$46.29	15J	4V 8Y	View
Pierce	Laborers	Brick Pavers	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Brush Cutter	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Brush Hog Feeder	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Burner	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Caisson Worker	\$56.31	15J	4V 8Y	View
Pierce	Laborers	Carpenter Tender	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Cement Dumper-paving	\$55.62	15J	4V 8Y	View
Pierce	Laborers	Cement Finisher Tender	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Change House Or Dry Shack	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Chipping Gun (30 Lbs. And Over)	\$55.62	15J	4V 8Y	View
Pierce	Laborers	Chipping Gun (Under 30 Lbs.)	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Choker Setter	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Chuck Tender	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Clary Power Spreader	\$55.62	15J	4V 8Y	View
Pierce	Laborers	Clean-up Laborer	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Concrete Dumper/Chute Operator	\$55.62	15J	4V 8Y	View
Pierce	Laborers	Concrete Form Stripper	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Concrete Placement Crew	\$55.62	15J	4V 8Y	View
Pierce	Laborers	Concrete Saw Operator/Core Driller	\$55.62	15J	4V 8Y	View
Pierce	Laborers	Crusher Feeder	\$46.29	15J	4V 8Y	View
Pierce	Laborers	Curing Laborer	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Ditch Digger	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Diver	\$56.31	15J	4V 8Y	View
Pierce	Laborers	Drill Operator (Hydraulic, Diamond)	\$55.62	15J	4V 8Y	View
Pierce	Laborers	Dry Stack Walls	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Dump Person	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Epoxy Technician	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Erosion Control Worker	\$54.62	15J	4V 8Y	View
Pierce	Laborers	Faller & Bucker Chain Saw	\$55.62	15J	4V 8Y	View
Pierce	Laborers	Fine Graders	\$54.62	15J	4V 8Y	View

about:blank

3/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Laborers	Firewatch	\$46.29	15J	4V	8Y	View
Pierce	Laborers	Form Setter	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Gabian Basket Builders	\$54.62	15J	4V	8Y	View
Pierce	Laborers	General Laborer	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Grade Checker & Transit Person	\$57.31	15J	4V	8Y	View
Pierce	Laborers	Grinders	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Grout Machine Tender	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Guardrail Erector	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level A)	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level B)	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level C)	\$54.62	15J	4V	8Y	View
Pierce	Laborers	High Scaler	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Jackhammer	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Laserbeam Operator	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Maintenance Person	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Manhole Builder-Mudman	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Material Yard Person	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Motorman-Dinky Locomotive	\$55.62	15J	4V	8Y	View
Pierce	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$57.31	15J	4V	8Y	View
Pierce	Laborers	Pavement Breaker	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Pilot Car	\$46.29	15J	4V	8Y	View
Pierce	Laborers	Pipe Layer (Lead)	\$57.31	15J	4V	8Y	View
Pierce	Laborers	Pipe Layer/Tailor	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Pipe Pot Tender	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Pipe Reliner	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Pipe Wrapper	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Pot Tender	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Powderman	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Powderman's Helper	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Power Jacks	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Railroad Spike Puller - Power	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Raker - Asphalt	\$57.31	15J	4V	8Y	View
Pierce	Laborers	Re-timberman	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Remote Equipment Operator	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Rigger/Signal Person	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Rip Rap Person	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Rivet Buster	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Rodder	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Scaffold Erector	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Scale Person	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Sloper (Over 20")	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Sloper Sprayer	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Spreader (Concrete)	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Stake Hopper	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Stock Piler	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Swinging Stage/Boatswain Chair	\$46.29	15J	4V	8Y	View
Pierce	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Tamper (Multiple & Self-propelled)	\$55.62	15J	4V	8Y	View

about:blank

4/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Toolroom Person (at Jobsite)	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Topper	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Track Laborer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Track Liner (Power)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Traffic Control Laborer	\$49.50	<u>15J</u>	<u>4V</u>	<u>9C</u>	View
Pierce	Laborers	Traffic Control Supervisor	\$52.45	<u>15J</u>	<u>4V</u>	<u>9C</u>	View
Pierce	Laborers	Truck Spotter	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tugger Operator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Guage and Lock Tender	\$57.41	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tunnel Work-Miner	\$57.41	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tunnel Work-Miner	\$57.41	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Vibrator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Vinyl Seamer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Watchman	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Welder	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Well Point Laborer	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Window Washer/Cleaner	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers - Underground Sewer & Water	General Laborer & Topman	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers - Underground Sewer & Water	Pipe Layer	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Landscape Construction	Landscape Operator	\$73.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Pierce	Landscape Maintenance	Groundskeeper	\$17.07		<u>1</u>		View
Pierce	Lathers	Journey Level	\$68.19	<u>15J</u>	<u>4C</u>		View
Pierce	Marble Setters	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		View
Pierce	Metal Fabrication (In Shop)	Fitter	\$15.25		<u>1</u>		View
Pierce	Metal Fabrication (In Shop)	Laborer	\$14.49		<u>1</u>		View
Pierce	Metal Fabrication (In Shop)	Machine Operator	\$14.49		<u>1</u>		View
Pierce	Metal Fabrication (In Shop)	Welder	\$14.49		<u>1</u>		View
Pierce	Millwright	Journey Level	\$69.74	<u>15J</u>	<u>4C</u>		View
Pierce	Modular Buildings	Journey Level	\$14.49		<u>1</u>		View
Pierce	Painters	Journey Level	\$47.70	<u>6Z</u>	<u>2B</u>		View
Pierce	Pile Driver	Crew Tender	\$62.69	<u>15J</u>	<u>4C</u>		View
Pierce	Pile Driver	Crew Tender/Technician	\$62.69	<u>15J</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air	\$85.00	<u>15J</u>	<u>4C</u>		View

about:blank

5/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

		Worker 0-30.00 PSI				
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$90.00	15J	4C	View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$94.00	15J	4C	View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$106.50	15J	4C	View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$108.50	15J	4C	View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$110.50	15J	4C	View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$112.50	15J	4C	View
Pierce	Pile Driver	Journey Level	\$68.64	15J	4C	View
Pierce	Plasterers	Journey Level	\$64.14	7Q	1R	View
Pierce	Plasterers	Nozzleman	\$67.64	7Q	1R	View
Pierce	Playground & Park Equipment Installers	Journey Level	\$14.49		1	View
Pierce	Plumbers & Pipefitters	Journey Level	\$82.22	5A	1G	View
Pierce	Power Equipment Operators	Asphalt Plant Operator	\$74.27	7A	3K	8X View
Pierce	Power Equipment Operators	Assistant Engineer	\$72.30	7A	3K	8X View
Pierce	Power Equipment Operators	Barrier Machine (zipper)	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Batch Plant Operator: Concrete	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Bobcat	\$69.87	7A	3K	8X View
Pierce	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$69.87	7A	3K	8X View
Pierce	Power Equipment Operators	Brooms	\$69.87	7A	3K	8X View
Pierce	Power Equipment Operators	Bump Cutter	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Cableways	\$74.27	7A	3K	8X View
Pierce	Power Equipment Operators	Chipper	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Compressor	\$69.87	7A	3K	8X View
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$74.27	7A	3K	8X View
Pierce	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$69.87	7A	3K	8X View
Pierce	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$73.05	7A	3K	8X View
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Conveyors	\$73.05	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.20	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.30	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.44	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.60	7A	3K	8X View
Pierce	Power Equipment Operators	Crusher	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$73.62	7A	3K	8X View

about:blank

6/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Power Equipment Operators	Derricks: on building work	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Dozers D-9 & Under	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Drilling Machine	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Gradechecker/stakeman	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Guardrail punch/Auger	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Horizontal/directional Drill Locator	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Horizontal/directional Drill Operator	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders, Plant Feed	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders: Elevating Type Belt	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Locomotives, All	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Material Transfer Device	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators	Motor patrol graders	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Pavement Breaker	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Posthole Digger, Mechanical	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Power Plant	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Pumps - Water	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$74.27	7A	3K	8X	View

about:blank

7/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Rigger and Bellman	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Rollagon	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Roller, Other Than Plant Mix	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Roto-mill, Roto-grinder	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Saws - Concrete	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Scrapers - Concrete & Carry All	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Service Engineers: equipment	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Shotcrete/gunite Equipment	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$75.78	7A	3K	8X	View
Pierce	Power Equipment Operators	Slipform Pavers	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Spreader, Topside & Screedman	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Subgrader Trimmer	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower Bucket Elevators	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Transporters, All Track Or Truck Type	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Trenching Machines	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck Mount Portable Conveyor	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Welder	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Wheel Tractors, Farmall Type	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Yo Yo Pay Dozer	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$69.87	7A	3K	8X	View

about:blank

8/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Underground Sewer & Water	Brooms	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cableways	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Chipper	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Compressor	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Crusher	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.30	7A	3K	8X	View

about:blank

9/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Gradechecker/stakeman	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Guardrail punch/Auger	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Locator	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Operator	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Motor patrol graders	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$69.87	7A	3K	8X	View

about:blank

10/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$75.60	7A	3K	8X	View

about:blank

11/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Welder	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$73.62	7A	3K	8X	View
Pierce	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A		View
Pierce	Refrigeration & Air Conditioning Mechanics	Journey Level	\$82.21	5A	1G		View
Pierce	Residential Brick Mason	Journey Level	\$27.02		1		View
Pierce	Residential Carpenters	Journey Level	\$49.17	15J	4C		View
Pierce	Residential Cement Masons	Journey Level	\$45.99		1		View
Pierce	Residential Drywall Applicators	Journey Level	\$68.19	15J	4C		View
Pierce	Residential Drywall Tapers	Journey Level	\$67.91	5P	1E		View
Pierce	Residential Electricians	Journey Level	\$44.11		1		View
Pierce	Residential Glaziers	Journey Level	\$72.41	7L	1Y		View
Pierce	Residential Insulation Applicators	Journey Level	\$24.52		1		View
Pierce	Residential Laborers	Journey Level	\$33.97		1		View
Pierce	Residential Marble Setters	Journey Level	\$29.29		1		View
Pierce	Residential Painters	Journey Level	\$47.70	6Z	2B		View
Pierce	Residential Plumbers & Pipefitters	Journey Level	\$82.22	5A	1G		View
Pierce	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$82.22	5A	1G		View
Pierce	Residential Sheet Metal Workers	Journey Level	\$91.83	7F	1E		View
Pierce	Residential Soft Floor Layers	Journey Level	\$54.41	5A	3J		View
Pierce	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$53.04	5C	2R		View
Pierce	Residential Stone Masons	Journey Level	\$29.29		1		View
Pierce	Residential Terrazzo Workers	Journey Level	\$14.86		1		View
Pierce	Residential Terrazzo/Tile Finishers	Journey Level	\$21.96		1		View
Pierce	Residential Tile Setters	Journey Level	\$25.98		1		View
Pierce	Roofers	Journey Level	\$59.00	5A	2O		View
Pierce	Roofers	Using Irritable Bituminous Materials	\$62.00	5A	2O		View
Pierce	Sheet Metal Workers	Journey Level (Field or Shop)	\$91.83	7F	1E		View
Pierce	Shipbuilding & Ship Repair	New Construction Boilermaker	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Carpenter	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Crane Operator	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Electrician	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$82.02	15H	11C		View
Pierce	Shipbuilding & Ship Repair	New Construction Laborer	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Machinist	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Painter	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Pipefitter	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Rigger	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Shipfitter	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Warehouse / Teamster	\$39.58	7V	1		View

about:blank

12/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Sewer Connection

3/31/22, 3:41 PM

about:blank

Pierce	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$39.58	<u>7V</u>	1	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$47.45	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Electrician	\$48.92	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$82.02	<u>15H</u>	<u>11C</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Laborer	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Machinist	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Painter	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Rigger	\$47.45	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Sign Makers & Installers (Electrical)	Sign Installer	\$26.17		1	View
Pierce	Sign Makers & Installers (Electrical)	Sign Maker	\$20.33		1	View
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Installer	\$33.43		1	View
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Maker	\$22.79		1	View
Pierce	Soft Floor Layers	Journey Level	\$54.41	<u>5A</u>	<u>3J</u>	View
Pierce	Solar Controls For Windows	Journey Level	\$14.49		1	View
Pierce	Sprinkler Fitters (Fire Protection)	Journey Level	\$89.49	<u>5C</u>	<u>1X</u>	View
Pierce	Stage Rigging Mechanics (Non Structural)	Journey Level	\$14.49		1	View
Pierce	Stone Masons	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>	View
Pierce	Street And Parking Lot Sweeper Workers	Journey Level	\$21.69		1	View
Pierce	Surveyors	Chain Person	\$71.30	<u>7A</u>	<u>3K</u>	View
Pierce	Surveyors	Instrument Person	\$71.95	<u>7A</u>	<u>3K</u>	View
Pierce	Surveyors	Party Chief	\$73.15	<u>7A</u>	<u>3K</u>	View
Pierce	Telecommunication Technicians	Journey Level	\$48.88	<u>6Z</u>	<u>1B</u>	View
Pierce	Telephone Line Construction - Outside	Cable Splicer	\$38.27	<u>5A</u>	<u>2B</u>	View
Pierce	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	<u>5A</u>	<u>2B</u>	View
Pierce	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	<u>5A</u>	<u>2B</u>	View
Pierce	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	<u>5A</u>	<u>2B</u>	View
Pierce	Terrazzo Workers	Journey Level	\$58.71	<u>7E</u>	<u>1N</u>	View
Pierce	Tile Setters	Journey Level	\$58.71	<u>7E</u>	<u>1N</u>	View
Pierce	Tile, Marble & Terrazzo Finishers	Finisher	\$49.54	<u>7E</u>	<u>1N</u>	View
Pierce	Traffic Control Stripers	Journey Level	\$50.51	<u>7A</u>	<u>1K</u>	View
Pierce	Truck Drivers	Asphalt Mix Over 16 Yards	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Truck Drivers	Asphalt Mix To 16 Yards	\$69.11	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Truck Drivers	Dump Truck	\$69.11	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Truck Drivers	Dump Truck & Trailer	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Truck Drivers	Other Trucks	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Truck Drivers - Ready Mix	Transit Mix	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.09		1	View
Pierce	Well Drillers & Irrigation Pump Installers	Oiler	\$15.39		1	View
Pierce	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.30		1	View

about:blank

13/13

**PUBLIC WORKS CONTRACT FOR
ABATEMENT SERVICES AT 2621 84th St. S
KARWAN MHP- DEMOLITION/CONSTRUCTION**

THIS AGREEMENT made and entered into on this day of , 2022, by and between the City of Lakewood, a municipal corporation of the State of Washington hereinafter referred to as the “City” and DP Excavation, hereinafter referred to as the “Contractor”.

W I T N E S S E T H :

WHEREAS, the premises located upon property at 2621 84th St. S. in Lakewood, Washington, has/have been determined to contain dangerous buildings and public nuisance conditions associated with this property including multiple dangerous and nuisance structures, and other dangerous and nuisance conditions which have become a danger to the public, and exists to the detriment and annoyance of the community; and,

WHEREAS, the City has pursued efforts to have the owner abate the nuisance without success; and,

WHEREAS, the City, has obtained a Warrant of Abatement (No. 21-2-04198-3, dated June 11, 2021) through the Pierce County Superior Court, State of Washington, to use any means reasonably necessary to abate the dangerous and nuisance conditions that exist on the property, including removal and disposal of all debris, removal and/or demolition of certain structures, and repair of septic, water and electrical systems; and,

WHEREAS, in accordance with the City’s legal abatement action, the City is in need of services of individuals, employees or firms for connection of sewers and decommissioning of septic systems and other conditions constituting such public nuisance; and,

WHEREAS, the City desires to retain the Contractor to provide such services in connection with the City’s action to abate the dangerous buildings and public nuisance; and,

WHEREAS, the Contractor is qualified and able to provide abatement services in connection with the City’s needs for the above-described work, and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, the parties hereto agree as follows:

1. Public Works Contract

Based upon the nature of this action and the anticipated cost, it is a public works project pursuant to RCW 39.04. Prevailing wage requirements apply to this work. This work is subject to performance and payment bonds and shall require the Contractor to provide a performance and payment bond in the amount of 100% of the total contract (including tax) to the City. Retainage of 5% of the total compensation shall be withheld until all releases are obtained to ensure payment for materials and wages.

2. E-Verify

The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood

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

3. Scope of Services.

The Contractor agrees to perform in a good and professional manner the tasks described as follows at 2621 84th St. S. in Lakewood, Washington:

- a. CARPORTS: Completely demolish and dispose of carports 17, 19 and 37. Remove all footings, additions, and support structure; leave parking pads intact. Ensure electrical power to service meter feeding homes are retained and on proper support post; install where necessary. Disconnect any power feeding carports as necessary. Owner tested; no asbestos-containing material was discovered.
- b. SPACE #1: Completely demolish and dispose of Unit 1 garage carport, storage shed, and patio awning cover. Remove all footings and support structure; leave parking pad intact. Ensure electrical power to service meter feeding home is retained and on proper support post; install where necessary. Disconnect any power feeding carports and storage sheds as necessary. Remove and dispose of all garbage, trash and debris, junk, metal car parts, and scrap remaining around the exterior of this unit. Owner tested; no asbestos-containing material was discovered.
- c. SPACE #3: Completely demolish and dispose of Unit 3 storage shed constructed behind the carport structure. Remove all footings, concrete, and support structure completely. Disconnect all power supplied to this storage shed prior to demolition. Ensure finished grade is brought up to existing grade upon completion. Owner tested; no asbestos-containing material was discovered.
- d. SPACE #28: Completely demolish stairs and landing to Unit 28, including all support structure, concrete and footings. Construct and install new stairs, landing, rails and guard in same location. Landing to be 4'x4' to match existing; stairs to be 3' wide with railings along length opposite trailer and along the entire landing. Material to be treated or other weather resistant material.
- e. SPACE #30:
Demolition- Completely demolish and dispose of unit 30. Demolition to include all associated foundations, footings, slabs, sidewalks, patios, contents, accessories, and utilities. Proof of permits and legal disposal will required. Infill hole where foundation removed with similar materials to bring up to existing grade.

Asbestos Removal: Asbestos was discovered in the vinyl floor tile of the dining room, living room, and bedrooms 1 and 2 (approx. 985 SF), and to window frame glazing (approx. 210 SF). See attached asbestos report for details. A certified asbestos firm is to remove all asbestos-containing material identified in the August 18, 2021 Asbestos Survey Report prepared by Advance Environmental.

f. SPACE 34:

Demolition/Electrical Building Construction- Completely demolish and dispose of unit 34. Demolition to include all associated foundations, footings, slabs, sidewalks, patios, contents, accessories, and utilities. Proof of legal disposal will required. Infill hole where foundation removed with similar materials to bring up to existing grade. Reroute and support electrical connections as necessary during demolition. Construct an 10' x 10' x 8' electrical power building with 3/12 shed roof (16" roof overhang around perimeter) to house existing electrical connections and meters in same location. Construction to include slab foundation, footings, 16" roof overhangs, 30-yr architectural composition roofing, Hardi Plank lap siding, Hardi trim and fascia material, 36" steel entry door with lockset and deadbolt, white aluminum gutter and downspout installed along lower roof edge, and lighting and electrical connections for complete structure. Interior to remain unfinished. Paint exterior with two coats exterior latex paint; owner to select final color.

Asbestos Removal: Asbestos was discovered in the sheet vinyl of the bottom layer of the utility room sheet vinyl floor (approx. 130 SF), to bathroom 2's sheet vinyl/tile (approx. 48 SF), and to the living room/bedroom 8x8 vinyl floor tiles (approx.. 375 SF). See attached asbestos report for details. A certified asbestos firm is to remove all asbestos-containing material identified in the August 18, 2021 Asbestos Survey Report prepared by Advance Environmental.

- g. The contractor shall act as general contractor and shall be responsible for all aspects of the job, including determining and following all legal and permitting requirements, hiring, managing, and paying any/all subcontractors and service providers, and for all associated documentation and reporting.
- h. Obtain all necessary permits and approvals, including but not limited to Puget Sound Clean Air Agency notification of asbestos removal, septic disconnection/decommissioning permits (as necessary), water disconnect, electrical/gas permit, and City of Lakewood building/demolition permit.
- i. If a building is scheduled to be demolished, the utilities shall be capped in such a way as not to interfere with the function of utilities for buildings that will remain occupied. Obtain final inspection for all permits prior to submittal of final bill to the City of Lakewood.
- j. All buildings and systems scheduled to be constructed shall be inspected by City of Lakewood Building Department staff, electrical inspector, and Pierce County utilities (as necessary) prior to completion of project and submittal of final bill to the City of Lakewood.
- k. Have all utilities located, disconnected, and properly capped at the point of entry to each building scheduled to be demolished, or as directed by the utility companies, prior to commencement of work. Water must be disconnected prior to application for demolition permit. Lakewood Water District requires that their personnel be present at time the water main is disconnected.

- l. A right-of-way permit from the City of Lakewood shall be required for any work in or obstruction of the right-of-way. Contractor shall be responsible for any damage to the public right-of-way.
- m. Pursuant to Lakewood Municipal Code section 13.06.040(B)(3), for demolition waste, contractor may haul demolition waste from this site in vehicles owned by contractor's business; however, should contractor require a third-party to haul waste from this site, contractor must obtain these services from Waste Connections/LeMay, Inc, the City's contracted refuse hauler. A subcontractor may haul waste from the site only if the hauling is secondary and incidental to their work on the site. (Only fully separated, uncontaminated recyclables may be hauled by a third-party hauler other than the City's refuse contractor. Any such hauler must be properly licensed and permitted to transport recyclables in Lakewood.) The contractor's hauling plan must be reviewed and approved by Waste Connections/LeMay, Inc., prior to demolition permit application.
- n. Where present, have asbestos removed in a safe manner and in compliance with the regulations of the Puget Sound Clean Air Agency (PSCAA) prior to demolition of any structures. If construction/repair will disturb asbestos-containing materials, have all areas to be disturbed removed in a safe manner and in compliance with the regulations of the Puget Sound Clean Air Agency (PSCAA) prior to construction/repair.
- o. The contractor will be responsible for security of the site and their equipment during the project.
- p. Upon completion, grade all work areas to a consistent, shallow, walkable contour, with no holes or sharp drops. Note: A site development permit from the City of Lakewood will be required for importation or disturbance of more than 25 cubic yards of material.
- q. At completion of the project, the work site shall be left in a thoroughly clean, safe condition, free of debris, litter, holes, sharp drops, hazards or unsafe conditions; finish grade shall be level. The project will not be considered complete until the site has been inspected and approved by an official of the City of Lakewood and all permits are finalized and approved.

The Contractor shall perform these services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

4. Notice: Changes, Additional Services and Amendments:

The parties hereto recognize that the City neither owns nor controls the property subject to this Agreement. During the time necessary to implement this Agreement, obtain permits, and prepare for site work, or during or after completion of the job, the site conditions addressed in the contractor's bid and this Agreement may change. In addition, unforeseen circumstances may arise during the prosecution of the job. Such changes in conditions may necessitate changes to the scope of services and associated compensation, or additional work after completion of the job.

5. Changes in Services:

In accordance with the foregoing, the parties hereto may agree that the scope of services and associated compensation under this Agreement should be changed, whether increased,

decreased or modified. Any such agreement(s) shall be set forth in a written change order signed by both parties and executed prior to the Contractor's performance of the services thereunder, except as may be provided to the contrary in Section 7 of this Agreement. Upon proper completion and execution of a change order, the change order shall be incorporated into this Agreement and all other terms and conditions of this Agreement remain in full force and effect. Provided, however, if the terms and conditions of a change order are contrary to the Agreement, the change order shall control. The City Contract Administrator is authorized to sign change orders on behalf of the City pursuant to this Section as long as any increase in compensation is five thousand (\$5,000) dollars or less. Changes between \$5,000 and \$50,000 will require City Manager approval. Changes in excess of \$50,000 will require approval of the Lakewood City Council.

6. Performance of Additional Services Prior to Execution of a Change Order:

The parties hereby agree that situations may arise in which the execution of a change order is impractical prior to the commencement of the Contractor's performance of the services requested by the City. The Contractor hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City, pending execution of a change order pursuant to Section 5 of this Agreement, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 12 of this Agreement, or as otherwise specifically agreed to in writing by and between the parties.

7. Amendment, Modification or Waiver.

Except as authorized in Sections 5 and 6, no amendment, modification or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the signatories to this Agreement or their duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party, related to any default by the other party, shall not effect or impair any right arising from any subsequent default.

8. Inspection Prior to Starting Site Work.

Prior to beginning site work, the Contractor shall inspect the site and shall immediately notify the City's representative of any conditions that differ materially from the conditions represented in the Contractor's bid and this Agreement, which may require a change to the scope of services and a change to the compensation represented in the Agreement.. In the event of material changes, site work shall not proceed, except at the Contractor's own risk, until the City has provided instructions to the Contractor in writing or as otherwise provided in this Agreement. Any changes in services or compensation shall be negotiated by the Contractor and the City's representative and shall be made in writing in accordance with Sections 5, 6, and 7 of this Agreement.

9. Contractor's Representations.

The Contractor hereby represents and warrants that he has all necessary licenses and certifications to perform the services provided for herein, is not debarred in the State of Washington, and is qualified to perform the services provided for herein.

10. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Contractor:

- a. Designate herein its Assistant City Manager (Development) as the City's representative with respect to the services. The City's representative, or a duly authorized designee, shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- b. Furnish the Contractor with information, criteria, objectives, schedules and standards for the project and the services provided for herein if necessary for the performance of this Agreement and if such is within the City's dominion, control and ability to provide.
- c. Arrange for reasonable access to the property or facilities as required for the Contractor to perform the services provided for herein.
- d. Examine and evaluate studies, reports, memoranda, plans, sketches, and other documents prepared by the Contractor and render decisions regarding such documents, if such a decision is necessary and possible, in a timely manner to prevent delay of the services.

11. Acceptable Standards.

The Contractor shall be responsible to provide, in connection with the services in this Agreement, work product and services of a quality and professional standard acceptable to the sole satisfaction of the City.

12. Compensation.

As compensation for the Contractor's performance of the services provided for herein, the City accepts the Contractor's bid, as submitted on March 24, 2022.

A copy of the Contractor's bid, as received by the City is attached hereto as Exhibit A and incorporated herein as if fully set forth herein. Upon completion of the scope of services to the sole satisfaction of the City, the City shall pay the Contractor \$220,000.00, representing the amount of the bid, including sales tax.

The Contractor shall submit to the City an invoice which the City shall process in the next billing/claim cycle following receipt and shall remit payment to the Contractor thereafter in the normal course, subject to all conditions or provisions in this Agreement, including change orders and amendments, and all applicable laws and regulations.

13. Prevailing Wages

In accordance with RCW Chapter 39.12, all laborers, workers, or mechanics of the Contractor and any subcontractors involved in the performance of this contract shall be paid not less than the prevailing rate of wage for their particular trade or occupation as specified in the Washington State Prevailing Wage Rates For Public Works Contracts for Pierce County, dated March 24, 2022. The Washington Department of Labor & Industries prevailing wage rates are located at <https://secure.lni.wa.gov/wagelookup/>. A copy of the March 24, 2022 prevailing wage rates are attached hereto as Exhibit C.

14. Intents and Affidavits

As soon as practicable upon approval of this agreement, and before work begins, the Contractor

and every subcontractor shall file a Statement of Intent to Pay Prevailing Wage (Intent) with the Washington Department of Labor and Industries.

Upon completion of the work, the Contractor and every subcontractor shall file an Affidavit of Wages Paid (Affidavit) with the Department of Labor and Industries.

The City shall make no payments to the contractor until the Contractor submits to the City an Intent that has been approved by the Industrial Statistician of the Department of Labor and Industries. Retainage shall not be paid prior to receipt from the Contractor of a similarly approved Affidavit.

15. Retainage/Subcontractor and Supplier Liens

Pursuant to RCW Chapter 39.08.010, the City and Contractor agree that the Contractor shall provide a performance and payment bond in the amount of 100% of the total contract (including tax) to the City. Retainage of 5% of the total compensation shall be withheld until all releases are obtained to ensure payment for materials and wages.

Upon non-payment by the Contractor, any supplier or subcontractor may file a lien against the retained funds, pursuant to RCW Chapter 39.08. Subcontractors or suppliers are required to give notice of any lien or claim after completion of the Work and in the manner provided in RCW 39.08.030. After completion of all Work on the Contract and the City is in receipt of all releases, approvals and documents as described herein, the City shall release final retainage held.

16. Prevailing Wage Dispute Resolution

In accordance with the provisions of RCW 39.12, if any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Washington Department of Labor and Industries and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

17. Time for Performance and Term of Agreement.

The Contractor shall perform the services provided for herein in accordance with the direction and scheduling of the City, unless otherwise agreed to in writing by and between the parties.

The Term of this Agreement shall commence on the date hereof or upon signing by both parties, and shall terminate within thirty (90) calendar days or upon completion of the performance of the scope of work provided herein, unless otherwise agreed to in writing by the parties.

18. Continuation of Performance.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities, within the anticipated time for performance.

19. Administration of Agreement.

This Agreement shall be administered by Paul Newton for DP Excavation, the Contractor, and by the Assistant City Manager (Development), or designee, for the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Lakewood
c/o David Bugher
6000 Main St. SW
Lakewood, WA 98499-5027
(253) 512-2261, FAX (253) 512-2268

DP Excavation
c/o Paul Newton
11410 316th St. E.
Graham, WA 98338

20. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address set forth next to such party's signature at the end of this Agreement, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

21. Insurance.

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

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

22. Indemnification.

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

negligent acts or omissions. It is provided however that the City shall indemnify and hold harmless the Contractor for any liability or claims specifically arising out of the Contractor's entry upon the premises of the public nuisance.

23. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

24. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement upon not less than seven (7) days written notice to the Contractor if the services provided for herein are no longer needed from the Contractor. If this Agreement is terminated through no fault of the Contractor, the Contractor shall be compensated for services performed prior to termination in accordance with the rate of compensation provided herein.

25. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

26. Costs to Prevailing Party.

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

27. Applicable Law.

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

28. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply.

As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

29. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of this Agreement or the application of the provision to other persons or circumstances shall not be affected.

30. Entire Agreement.

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

31. Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF LAKEWOOD

CONTRACTOR

John Caulfield, City Manager

DP Excavation

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

EXHIBIT A
Contractor's Bid

CITY OF LAKEWOOD

BID PROPOSAL FORM

CONTRACT NAME: Karwan MHP – DEMO/CONST.
BID DATE: March 24, 2022

All proposals must be in ink or typewritten. No erasures will be permitted. Bids must be submitted to the City of Lakewood, Attn: City Clerk, 6000 Main St. SW, Lakewood, WA 98499,

The undersigned hereby agrees to execute a construction contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The undersigned hereby agrees to complete the work to be performed under this contract within: **90 days** after date of notification by the City of Lakewood or its designated agent to commence work.

Do not leave any lines blank. Blank lines left in the bid amounts will constitute an incomplete bid and the City will reject the bid as such.

BID SPECIFICATION	BID AMOUNT
1. <u>CARPORTS</u>	1. \$ <u>10,000</u>
2. <u>SPACE #1</u>	2. \$ <u>10,000</u>
3. <u>SPACE #3</u>	3. \$ <u>15,000</u>
4. <u>SPACE #28</u>	4. \$ <u>15,000</u>
5. <u>SPACE #30</u>	
A. <u>Repair Option</u>	5A. \$ <u>NA</u>
B. <u>Demolition Option</u>	5B. \$ <u>50,000.00</u>
6. <u>SPACE #34</u>	
A. <u>Repair Option</u>	6A. \$ <u>NA</u>
B. <u>Demolition/Electrical Building Construction Option</u>	6B. \$ <u>100,000.00</u>
TOTAL*	\$ <u>200,000.00</u>

*Total shall include subtotals for line items 1 – 4 and lowest price options for line items 5 and 6 (i.e. 1 + 2 + 3 + 4 + 5B+ 6A). City of Lakewood will select least costly method of repair for option items.

CITY OF LAKEWOOD

BID PROPOSAL FORM
(Continued)

In submitting this proposal, we hereby warrant that this bid is genuine, and that we have not entered into collusion with any other bidders or any other persons.

Dp Excavation
Name of Bidder/Contracting Firm

11410 316th St E
Address

Graham WA 98338
City/State/Zip

paul.chilton@dpexcavation.net
Email Address (to provide bid results)

531211615
EIN #

[Signature] _____
Signature Date

Paul Norton Owner
Printed Name and Title

EXHIBIT B
Prevailing Wage Rates- March 24, 2022

3/31/22, 3:41 PM

about:blank

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 3/24/2022

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pierce	Asbestos Abatement Workers	Journey Level	\$54.62	5D	1H		View
Pierce	Boilermakers	Journey Level	\$72.54	5N	1C		View
Pierce	Brick Mason	Journey Level	\$63.32	7E	1N		View
Pierce	Brick Mason	Pointer-Caulker-Cleaner	\$63.32	7E	1N		View
Pierce	Building Service Employees	Janitor	\$21.29	5S	2F		View
Pierce	Building Service Employees	Traveling Waxer / Shampooer	\$22.24	5S	2F		View
Pierce	Building Service Employees	Window Cleaner (High Time)	\$29.74	5S	2F		View
Pierce	Building Service Employees	Window Cleaner (Non-High Time)	\$28.74	5S	2F		View
Pierce	Cabinet Makers (In Shop)	Journey Level	\$28.36		1		View
Pierce	Carpenters	Acoustical Worker	\$68.19	15J	4C		View
Pierce	Carpenters	Bridge, Dock And Wharf Carpenters	\$68.19	15J	4C		View
Pierce	Carpenters	Carpenter	\$68.19	15J	4C		View
Pierce	Carpenters	Floor Finisher	\$68.19	15J	4C		View
Pierce	Carpenters	Floor Layer	\$68.19	15J	4C		View
Pierce	Carpenters	Scaffold Erector	\$68.19	15J	4C		View
Pierce	Cement Masons	Application of all Composition Mastic	\$67.41	15J	4U		View
Pierce	Cement Masons	Application of all Epoxy Material	\$66.91	15J	4U		View
Pierce	Cement Masons	Application of all Plastic Material	\$67.41	15J	4U		View
Pierce	Cement Masons	Application of Sealing Compound	\$66.91	15J	4U		View
Pierce	Cement Masons	Application of Underlayment	\$67.41	15J	4U		View
Pierce	Cement Masons	Building General	\$66.91	15J	4U		View
Pierce	Cement Masons	Composition or Kalman Floors	\$67.41	15J	4U		View
Pierce	Cement Masons	Concrete Paving	\$66.91	15J	4U		View
Pierce	Cement Masons	Curb & Gutter Machine	\$67.41	15J	4U		View
Pierce	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	15J	4U		View
Pierce	Cement Masons	Curing Concrete	\$66.91	15J	4U		View
Pierce	Cement Masons	Finish Colored Concrete	\$67.41	15J	4U		View
Pierce	Cement Masons	Floor Grinding	\$67.41	15J	4U		View
Pierce	Cement Masons	Floor Grinding/Polisher	\$66.91	15J	4U		View
Pierce	Cement Masons	Green Concrete Saw, self-powered	\$67.41	15J	4U		View
Pierce	Cement Masons	Grouting of all Plates	\$66.91	15J	4U		View
Pierce	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	15J	4U		View
Pierce	Cement Masons	Gunite Nozzleman	\$67.41	15J	4U		View
Pierce	Cement Masons	Hand Powered Grinder	\$67.41	15J	4U		View
Pierce	Cement Masons	Journey Level	\$66.91	15J	4U		View
Pierce	Cement Masons	Patching Concrete	\$66.91	15J	4U		View
Pierce	Cement Masons	Pneumatic Power Tools	\$67.41	15J	4U		View
Pierce	Cement Masons	Power Chipping & Brushing	\$67.41	15J	4U		View

about:blank

1/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Cement Masons	Sand Blasting Architectural Finish	\$67.41	15J	4U		View
Pierce	Cement Masons	Screed & Rodding Machine	\$67.41	15J	4U		View
Pierce	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	15J	4U		View
Pierce	Cement Masons	Troweling Machine Operator	\$67.41	15J	4U		View
Pierce	Cement Masons	Troweling Machine Operator on Colored Slabs	\$67.41	15J	4U		View
Pierce	Cement Masons	Tunnel Workers	\$67.41	15J	4U		View
Pierce	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$122.46	15J	4C		View
Pierce	Divers & Tenders	Diver	\$122.49	15J	4C	8V	View
Pierce	Divers & Tenders	Diver On Standby	\$81.04	15J	4C		View
Pierce	Divers & Tenders	Diver Tender	\$73.60	15J	4C		View
Pierce	Divers & Tenders	Manifold Operator	\$73.60	15J	4C		View
Pierce	Divers & Tenders	Manifold Operator Mixed Gas	\$78.60	15J	4C		View
Pierce	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$73.60	15J	4C		View
Pierce	Divers & Tenders	Remote Operated Vehicle Tender	\$68.64	15J	4C		View
Pierce	Dredge Workers	Assistant Engineer	\$73.62	5D	3F		View
Pierce	Dredge Workers	Assistant Mate (Deckhand)	\$73.05	5D	3F		View
Pierce	Dredge Workers	Boatmen	\$73.62	5D	3F		View
Pierce	Dredge Workers	Engineer Welder	\$75.03	5D	3F		View
Pierce	Dredge Workers	Leverman, Hydraulic	\$76.53	5D	3F		View
Pierce	Dredge Workers	Mates	\$73.62	5D	3F		View
Pierce	Dredge Workers	Oiler	\$73.05	5D	3F		View
Pierce	Drywall Applicator	Journey Level	\$68.19	15J	4C		View
Pierce	Drywall Tapers	Journey Level	\$67.91	5P	1E		View
Pierce	Electrical Fixture Maintenance Workers	Journey Level	\$17.76		1		View
Pierce	Electricians - Inside	Cable Splicer	\$81.91	5C	1G		View
Pierce	Electricians - Inside	Journey Level	\$76.57	5C	1G		View
Pierce	Electricians - Inside	Lead Covered Cable Splicer	\$87.23	5C	1G		View
Pierce	Electricians - Inside	Welder	\$81.91	5C	1G		View
Pierce	Electricians - Motor Shop	Craftsman	\$15.37		1		View
Pierce	Electricians - Motor Shop	Journey Level	\$14.69		1		View
Pierce	Electricians - Powerline Construction	Cable Splicer	\$88.89	5A	4D		View
Pierce	Electricians - Powerline Construction	Certified Line Welder	\$81.65	5A	4D		View
Pierce	Electricians - Powerline Construction	Groundperson	\$52.91	5A	4D		View
Pierce	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$81.65	5A	4D		View
Pierce	Electricians - Powerline Construction	Journey Level Lineperson	\$81.65	5A	4D		View
Pierce	Electricians - Powerline Construction	Line Equipment Operator	\$70.02	5A	4D		View
Pierce	Electricians - Powerline Construction	Meter Installer	\$52.91	5A	4D	8W	View
Pierce	Electricians - Powerline Construction	Pole Sprayer	\$81.65	5A	4D		View
Pierce	Electricians - Powerline Construction	Powderperson	\$60.75	5A	4D		View
Pierce	Electronic Technicians	Journey Level	\$48.88	6Z	1B		View
Pierce	Elevator Constructors	Mechanic	\$103.81	7D	4A		View
Pierce	Elevator Constructors	Mechanic In Charge	\$112.09	7D	4A		View
Pierce	Fabricated Precast Concrete Products	Journey Level	\$15.00		1		View
Pierce	Fence Erectors	Fence Erector	\$46.29	15J	4V	8Y	View
Pierce	Fence Erectors	Fence Laborer	\$46.29	15J	4V	8Y	View
Pierce	Flaggers	Journey Level	\$46.29	15J	4V	8Y	View
Pierce	Glaziers	Journey Level	\$72.41	7L	1Y		View
Pierce	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$82.02	15H	11C		View
Pierce	Heating Equipment Mechanics	Journey Level	\$91.83	7F	1E		View
Pierce	Hod Carriers & Mason Tenders	Journey Level	\$57.31	15J	4V	8Y	View

about:blank

2/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Industrial Power Vacuum Cleaner	Journey Level	\$14.49		1		View
Pierce	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Pierce	Inland Boatmen	Cook	\$56.48	5B	1K		View
Pierce	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Pierce	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Pierce	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Pierce	Inland Boatmen	Mate	\$57.31	5B	1K		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$14.49		1		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$14.49		1		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$14.49		1		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$14.49		1		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$14.49		1		View
Pierce	Insulation Applicators	Journey Level	\$68.19	15J	4C		View
Pierce	Ironworkers	Journeyman	\$80.28	7N	1Q		View
Pierce	Laborers	Air, Gas Or Electric Vibrating Screed	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Airtrac Drill Operator	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Ballast Regular Machine	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Batch Weighman	\$46.29	15J	4V	8Y	View
Pierce	Laborers	Brick Pavers	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Brush Cutter	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Brush Hog Feeder	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Burner	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Caisson Worker	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Carpenter Tender	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Cement Dumper-paving	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Cement Finisher Tender	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Change House Or Dry Shack	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Chipping Gun (30 Lbs. And Over)	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Chipping Gun (Under 30 Lbs.)	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Choker Setter	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Chuck Tender	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Clary Power Spreader	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Clean-up Laborer	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Concrete Dumper/Chute Operator	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Concrete Form Stripper	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Concrete Placement Crew	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Concrete Saw Operator/Core Driller	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Crusher Feeder	\$46.29	15J	4V	8Y	View
Pierce	Laborers	Curing Laborer	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Ditch Digger	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Diver	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Drill Operator (Hydraulic, Diamond)	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Dry Stack Walls	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Dump Person	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Epoxy Technician	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Erosion Control Worker	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Faller & Bucker Chain Saw	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Fine Graders	\$54.62	15J	4V	8Y	View

about:blank

3/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Laborers	Firewatch	\$46.29	15J	4V	8Y	View
Pierce	Laborers	Form Setter	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Gabian Basket Builders	\$54.62	15J	4V	8Y	View
Pierce	Laborers	General Laborer	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Grade Checker & Transit Person	\$57.31	15J	4V	8Y	View
Pierce	Laborers	Grinders	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Grout Machine Tender	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Guardrail Erector	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level A)	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level B)	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level C)	\$54.62	15J	4V	8Y	View
Pierce	Laborers	High Scaler	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Jackhammer	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Laserbeam Operator	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Maintenance Person	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Manhole Builder-Mudman	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Material Yard Person	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Motorman-Dinky Locomotive	\$55.62	15J	4V	8Y	View
Pierce	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$57.31	15J	4V	8Y	View
Pierce	Laborers	Pavement Breaker	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Pilot Car	\$46.29	15J	4V	8Y	View
Pierce	Laborers	Pipe Layer (Lead)	\$57.31	15J	4V	8Y	View
Pierce	Laborers	Pipe Layer/Tailor	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Pipe Pot Tender	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Pipe Reliner	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Pipe Wrapper	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Pot Tender	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Powderman	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Powderman's Helper	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Power Jacks	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Railroad Spike Puller - Power	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Raker - Asphalt	\$57.31	15J	4V	8Y	View
Pierce	Laborers	Re-timberman	\$56.31	15J	4V	8Y	View
Pierce	Laborers	Remote Equipment Operator	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Rigger/Signal Person	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Rip Rap Person	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Rivet Buster	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Rodder	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Scaffold Erector	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Scale Person	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Sloper (Over 20")	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Sloper Sprayer	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Spreader (Concrete)	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Stake Hopper	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Stock Piler	\$54.62	15J	4V	8Y	View
Pierce	Laborers	Swinging Stage/Boatswain Chair	\$46.29	15J	4V	8Y	View
Pierce	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	15J	4V	8Y	View
Pierce	Laborers	Tamper (Multiple & Self-propelled)	\$55.62	15J	4V	8Y	View

about:blank

4/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Toolroom Person (at Jobsite)	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Topper	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Track Laborer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Track Liner (Power)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Traffic Control Laborer	\$49.50	<u>15J</u>	<u>4V</u>	<u>9C</u>	View
Pierce	Laborers	Traffic Control Supervisor	\$52.45	<u>15J</u>	<u>4V</u>	<u>9C</u>	View
Pierce	Laborers	Truck Spotter	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tugger Operator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Guage and Lock Tender	\$57.41	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tunnel Work-Miner	\$57.41	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tunnel Work-Miner	\$57.41	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Vibrator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Vinyl Seamer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Watchman	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Welder	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Well Point Laborer	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Window Washer/Cleaner	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers - Underground Sewer & Water	General Laborer & Topman	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers - Underground Sewer & Water	Pipe Layer	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Landscape Construction	Landscape Operator	\$73.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Pierce	Landscape Maintenance	Groundskeeper	\$17.07		<u>1</u>		View
Pierce	Lathers	Journey Level	\$68.19	<u>15J</u>	<u>4C</u>		View
Pierce	Marble Setters	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		View
Pierce	Metal Fabrication (In Shop)	Fitter	\$15.25		<u>1</u>		View
Pierce	Metal Fabrication (In Shop)	Laborer	\$14.49		<u>1</u>		View
Pierce	Metal Fabrication (In Shop)	Machine Operator	\$14.49		<u>1</u>		View
Pierce	Metal Fabrication (In Shop)	Welder	\$14.49		<u>1</u>		View
Pierce	Millwright	Journey Level	\$69.74	<u>15J</u>	<u>4C</u>		View
Pierce	Modular Buildings	Journey Level	\$14.49		<u>1</u>		View
Pierce	Painters	Journey Level	\$47.70	<u>6Z</u>	<u>2B</u>		View
Pierce	Pile Driver	Crew Tender	\$62.69	<u>15J</u>	<u>4C</u>		View
Pierce	Pile Driver	Crew Tender/Technician	\$62.69	<u>15J</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air	\$85.00	<u>15J</u>	<u>4C</u>		View

about:blank

5/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

		Worker 0-30.00 PSI				
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$90.00	15J	4C	View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$94.00	15J	4C	View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$106.50	15J	4C	View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$108.50	15J	4C	View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$110.50	15J	4C	View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$112.50	15J	4C	View
Pierce	Pile Driver	Journey Level	\$68.64	15J	4C	View
Pierce	Plasterers	Journey Level	\$64.14	7Q	1R	View
Pierce	Plasterers	Nozzleman	\$67.64	7Q	1R	View
Pierce	Playground & Park Equipment Installers	Journey Level	\$14.49		1	View
Pierce	Plumbers & Pipefitters	Journey Level	\$82.22	5A	1G	View
Pierce	Power Equipment Operators	Asphalt Plant Operator	\$74.27	7A	3K	8X View
Pierce	Power Equipment Operators	Assistant Engineer	\$72.30	7A	3K	8X View
Pierce	Power Equipment Operators	Barrier Machine (zipper)	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Batch Plant Operator: Concrete	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Bobcat	\$69.87	7A	3K	8X View
Pierce	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$69.87	7A	3K	8X View
Pierce	Power Equipment Operators	Brooms	\$69.87	7A	3K	8X View
Pierce	Power Equipment Operators	Bump Cutter	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Cableways	\$74.27	7A	3K	8X View
Pierce	Power Equipment Operators	Chipper	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Compressor	\$69.87	7A	3K	8X View
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$74.27	7A	3K	8X View
Pierce	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$69.87	7A	3K	8X View
Pierce	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$73.05	7A	3K	8X View
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Conveyors	\$73.05	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.20	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.30	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.44	7A	3K	8X View
Pierce	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.60	7A	3K	8X View
Pierce	Power Equipment Operators	Crusher	\$73.62	7A	3K	8X View
Pierce	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$73.62	7A	3K	8X View

about:blank

6/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Power Equipment Operators	Derricks: on building work	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Dozers D-9 & Under	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Drilling Machine	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Gradechecker/stakeman	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Guardrail punch/Auger	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Horizontal/directional Drill Locator	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Horizontal/directional Drill Operator	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders, Plant Feed	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders: Elevating Type Belt	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Locomotives, All	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Material Transfer Device	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators	Motor patrol graders	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Pavement Breaker	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Posthole Digger, Mechanical	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Power Plant	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Pumps - Water	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$74.27	7A	3K	8X	View

about:blank

7/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Rigger and Bellman	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Rollagon	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Roller, Other Than Plant Mix	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Roto-mill, Roto-grinder	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Saws - Concrete	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Scrapers - Concrete & Carry All	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Service Engineers: equipment	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Shotcrete/gunite Equipment	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$75.78	7A	3K	8X	View
Pierce	Power Equipment Operators	Slipform Pavers	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Spreader, Topside & Screedman	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Subgrader Trimmer	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower Bucket Elevators	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Transporters, All Track Or Truck Type	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Trenching Machines	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck Mount Portable Conveyor	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Welder	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Wheel Tractors, Farmall Type	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Yo Yo Pay Dozer	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$69.87	7A	3K	8X	View

about:blank

8/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Underground Sewer & Water	Brooms	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cableways	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Chipper	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Compressor	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Crusher	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.30	7A	3K	8X	View

about:blank

9/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Gradechecker/stakeman	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Guardrail punch/Auger	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Locator	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Operator	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Motor patrol graders	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$69.87	7A	3K	8X	View

about:blank

10/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$75.60	7A	3K	8X	View

about:blank

11/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Welder	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$73.62	7A	3K	8X	View
Pierce	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A		View
Pierce	Refrigeration & Air Conditioning Mechanics	Journey Level	\$82.21	5A	1G		View
Pierce	Residential Brick Mason	Journey Level	\$27.02		1		View
Pierce	Residential Carpenters	Journey Level	\$49.17	15J	4C		View
Pierce	Residential Cement Masons	Journey Level	\$45.99		1		View
Pierce	Residential Drywall Applicators	Journey Level	\$68.19	15J	4C		View
Pierce	Residential Drywall Tapers	Journey Level	\$67.91	5P	1E		View
Pierce	Residential Electricians	Journey Level	\$44.11		1		View
Pierce	Residential Glaziers	Journey Level	\$72.41	7L	1Y		View
Pierce	Residential Insulation Applicators	Journey Level	\$24.52		1		View
Pierce	Residential Laborers	Journey Level	\$33.97		1		View
Pierce	Residential Marble Setters	Journey Level	\$29.29		1		View
Pierce	Residential Painters	Journey Level	\$47.70	6Z	2B		View
Pierce	Residential Plumbers & Pipefitters	Journey Level	\$82.22	5A	1G		View
Pierce	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$82.22	5A	1G		View
Pierce	Residential Sheet Metal Workers	Journey Level	\$91.83	7F	1E		View
Pierce	Residential Soft Floor Layers	Journey Level	\$54.41	5A	3J		View
Pierce	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$53.04	5C	2R		View
Pierce	Residential Stone Masons	Journey Level	\$29.29		1		View
Pierce	Residential Terrazzo Workers	Journey Level	\$14.86		1		View
Pierce	Residential Terrazzo/Tile Finishers	Journey Level	\$21.96		1		View
Pierce	Residential Tile Setters	Journey Level	\$25.98		1		View
Pierce	Roofers	Journey Level	\$59.00	5A	2O		View
Pierce	Roofers	Using Irritable Bituminous Materials	\$62.00	5A	2O		View
Pierce	Sheet Metal Workers	Journey Level (Field or Shop)	\$91.83	7F	1E		View
Pierce	Shipbuilding & Ship Repair	New Construction Boilermaker	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Carpenter	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Crane Operator	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Electrician	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$82.02	15H	11C		View
Pierce	Shipbuilding & Ship Repair	New Construction Laborer	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Machinist	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Painter	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Pipefitter	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Rigger	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Shipfitter	\$39.58	7V	1		View
Pierce	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$39.58	7V	1		View

about:blank

12/13

ABATEMENT CONTRACT
2621 84th St. S.
Karwan MHP- Demolition/Construction

3/31/22, 3:41 PM

about:blank

Pierce	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$39.58	<u>7V</u>	1	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$47.45	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Electrician	\$48.92	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$82.02	<u>15H</u>	<u>11C</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Laborer	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Machinist	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Painter	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Rigger	\$47.45	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$47.35	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Sign Makers & Installers (Electrical)	Sign Installer	\$26.17		1	View
Pierce	Sign Makers & Installers (Electrical)	Sign Maker	\$20.33		1	View
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Installer	\$33.43		1	View
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Maker	\$22.79		1	View
Pierce	Soft Floor Layers	Journey Level	\$54.41	<u>5A</u>	<u>3J</u>	View
Pierce	Solar Controls For Windows	Journey Level	\$14.49		1	View
Pierce	Sprinkler Fitters (Fire Protection)	Journey Level	\$89.49	<u>5C</u>	<u>1X</u>	View
Pierce	Stage Rigging Mechanics (Non Structural)	Journey Level	\$14.49		1	View
Pierce	Stone Masons	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>	View
Pierce	Street And Parking Lot Sweeper Workers	Journey Level	\$21.69		1	View
Pierce	Surveyors	Chain Person	\$71.30	<u>7A</u>	<u>3K</u>	View
Pierce	Surveyors	Instrument Person	\$71.95	<u>7A</u>	<u>3K</u>	View
Pierce	Surveyors	Party Chief	\$73.15	<u>7A</u>	<u>3K</u>	View
Pierce	Telecommunication Technicians	Journey Level	\$48.88	<u>6Z</u>	<u>1B</u>	View
Pierce	Telephone Line Construction - Outside	Cable Splicer	\$38.27	<u>5A</u>	<u>2B</u>	View
Pierce	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	<u>5A</u>	<u>2B</u>	View
Pierce	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	<u>5A</u>	<u>2B</u>	View
Pierce	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	<u>5A</u>	<u>2B</u>	View
Pierce	Terrazzo Workers	Journey Level	\$58.71	<u>7E</u>	<u>1N</u>	View
Pierce	Tile Setters	Journey Level	\$58.71	<u>7E</u>	<u>1N</u>	View
Pierce	Tile, Marble & Terrazzo Finishers	Finisher	\$49.54	<u>7E</u>	<u>1N</u>	View
Pierce	Traffic Control Stripers	Journey Level	\$50.51	<u>7A</u>	<u>1K</u>	View
Pierce	Truck Drivers	Asphalt Mix Over 16 Yards	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Truck Drivers	Asphalt Mix To 16 Yards	\$69.11	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Truck Drivers	Dump Truck	\$69.11	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Truck Drivers	Dump Truck & Trailer	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Truck Drivers	Other Trucks	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Truck Drivers - Ready Mix	Transit Mix	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u> View
Pierce	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.09		1	View
Pierce	Well Drillers & Irrigation Pump Installers	Oiler	\$15.39		1	View
Pierce	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.30		1	View

about:blank

13/13

BEFORE THE HEARING EXAMINER FOR THE CITY OF LAKEWOOD

In re: the Properties Located at 2621 84th St. SW
Lakewood, WA.

REVISED/SUPPLEMENTED FINDINGS
AND ORDER OF HEARING EXAMINER
AFTER RE-OPENING HEARING

Summary

The hearing for the above-captioned matter was re-opened after issuance of a Final Decision¹ in order to address new evidence not reasonably available to the Appellant until after the due date and issuance date of the Final Decision. The new evidence was contained within emails that the City released in response to a records request submitted by the Appellant. As a result of this new evidence, the Final Decision is revised to provide that instead of an investigation of all Karwan septic systems, only about half of the septic systems are subject to investigation and remediation. A potentially inaccurate reference to the existence of unsecured units is stricken from Finding 15 of the Final Decision. The due date for Appellant corrective actions necessitating tenant evictions has been extended to provide additional time for tenant notice of City violations as necessary.

¹ The "Final Decision" refers to the Findings of Fact, Conclusions of Law and Final Decision issued October 9, 2019 for the above-captioned matter.

1 The Final Decision sustained a corrective action in the Findings and Order² requiring
2 that the Appellant investigate and remediate all of the septic systems in the Karwan
3 mobile home park. The only significant revision to the Final Decision by this Order is
4 a reduction in the number of septic systems that must be investigated and remediated.
5 The Appellant was able to show that almost half the septic systems have already
6 passed private inspections. These units will be excluded from the investigative action
7 required by the Findings and Order.

8 Finding 15 of the Final Decision determined that the mobile home park served as a
9 harbor for vagrants and criminals. Finding 15 included language that there are
10 unsecured units in the mobile home park. The Appellant identified that at least some
11 and potentially all vacant units have been secured. Ultimately, based upon the
12 testimony of police officers, the mobile home park continues to serve as a harbor for
13 vagrants and criminals with or without unsecured units. Consequently, the reference to
14 unsecured units in the Final Decision has been stricken but the determination that the
15 property serves as a harbor for vagrants and criminals remains.

16 As part of the re-opened hearing process, the Appellant was also authorized to argue
17 that the Administrative Complaint failed to provide sufficient notice of septic failure
18 code violations. The Administrative Complaint³ that initiated this appeal was arguably
19 defective in that it only identified alleged septic failures for two units while the
20 Findings and Order required assessment of all septic systems. Despite this deficiency
21 in the Administrative Complaint, the Appellant was given reasonable notice as
22 required by procedural due process. The Findings and Order identified that all septic
23 systems in the mobile home park needed to be investigated. The Appellant had a full
24 opportunity to contest this issue in its subsequent appeal. Finally, it is also determined
25 that the Appellant never made any timely objection to the lack of notice in the
26 Administrative Complaint. The Appellant asserts that it made such an objection in its
27 Notice of Appeal to the Administrative Complaint, but that language only focused
28 upon the lack of evidence to support the requirement for septic system investigation
29 and did not state that the issue should have been dismissed due to improper notice.

2 The "Findings and Order" refers to the July 9, 2019 "Findings and Order" that resulted from the hearing held by the City of Lakewood Building Official on the Administrative Complaint. The Findings and Order was admitted as Ex. E to Ex. 1.

3 The "Administrative Complaint" refers to the Complaint and Notice of Hearing, File No. A0051, dated May 7, 2019, admitted into the record as Ex. D to Ex. 1.

Exhibits

The Exhibit List to the October 9, 2019 Findings of Fact, Conclusions of Law and Final Decision is supplemented with the following exhibits:

5. Appellant's Supplemental Brief dated September 27, 2019.
6. City's Closing Statement dated September 27, 2019.
7. Appellant's Motion to Re-Open Case and To Supplement and Correct the Record and The Hearing Examiner's Decision dated October 29, 2019.
8. Declaration of Ashton T. Rezayat in Support of Appellant's Motion to Re-open Case and to Supplement and Correct the Record and the Hearing Examiner's Decision, including all attachments⁴
9. City's Response to Appellant's Motion to Re-Open
10. Second Declaration of Alicia O'Flaherty
11. October 30, 2019 Declaration of Jeff Gumm
12. Appellant's Reply in Support of Motion to Re-Open Case and To Supplement and Correct the Record and The Hearing Examiner's Decision
13. Order Re-Opening Hearing dated November 7, 2019
14. Appellant's Supplemental Response Pursuant to Order Re-Opening Hearing dated November 12, 2019
15. City's Response to Appellant's Second Supplemental Brief and Order Requesting Additional Information dated November 13, 2019
16. Third Declaration of Alicia O'Flaherty with attached CAD list
17. November 15, 2019 email from Examiner entitled "*Email Order Admitting New Evidence and Draft Schedule for Response and Argument*"
18. Supplemental Declaration of Jeff Gumm dated November 19, 2019
19. Declaration of Dave Bugher dated November 20, 2019.
20. Declaration of Roy Simmons dated November 18, 2019.
21. "Karwan Pictures" attached to November 27, 2019 email from Alicia Flaherty with subject line "Karwan Declarations."
22. Appellant's Closing Brief dated December 4, 2019.
23. Declaration of Luke Kim dated December 4, 2019.
24. Declaration of B. Tony Branson dated December 4, 2019.

⁴ The November 15, 2019 email order only expressly admitted attachments E-G of the Rezayat Declaration. However, attachments A-D are simply duplicative of exhibits already admitted. Attachment B is the Appellant's Notice of Appeal, which was expressly admitted by the November 15, 2019 email order as well.

1 25. City's Supplemental Closing Brief dated December 6, 2019

2
3 The Ex. 4 "All email correspondence..." includes all email correspondence between
4 the Examiner and hearing parties pertaining to this appeal through the City's
5 Supplemental Closing Brief dated December 6, 2019. All documents identified in the
6 exhibit list include all attachments thereto unless an attachment has been expressly
7 excluded.

8 **Findings of Fact**

9 **Post-Hearing Procedural**

10 1. Appellant Raises Incomplete Response to Records Request. The
11 Examiner held a hearing on the subject application on September 19, 2019. At the
12 hearing, Karwan identified that it had not had a reasonable opportunity to present its
13 case because the City had failed to complete its response to a public records request
14 made by the Appellant prior to the hearing. As of the hearing date, only a single
15 document had been produced.

16 2. Supplemental Briefing in Response to Evidence Revealed by Delayed
17 Records Response Authorized. By oral order during the September 19, 2019 Examiner
18 appeal hearing, the Examiner provided the City until September 24, 2019, five days
19 after the hearing, to produce responsive documents. Karwan would then be permitted
20 to file supplemental briefing on September 27, 2019. The City would be permitted to
21 file a reply on October 2, 2019.

22 3. Supplemental Briefing Identifies Records Response as Incomplete. The
23 City produced thousands of documents within the six days after the hearing. However,
24 in Karwan's supplemental briefing of September 27, 2019, it asserted that the City's
25 records disclosure was still incomplete. Eventually the City confirmed that, due to a
26 "software glitch," its response was still incomplete.

4. Re-Opening of Hearing Authorized for Completion of Incomplete
Records Request Response. Based upon these facts, the Examiner issued an October
2, 2019 email order stating that "[i]f any released documents warrant it, I will reopen
the case if a request is filed prior to expiration of the judicial appeal period." See Ex.
A to Ex. 8, Declaration of Ashton T. Rezayat in Support of Appellant's Motion to Re-

1 open Case and to Supplement and Correct the Record and the Hearing Examiner's
2 Decision.

3 5. Final Decision. A final decision on the above-captioned matter was
4 issued on October 9, 2019.

5 6. Completion of Records Response After Final Decision. The City
6 produced additional documents to complete the record request on October 7, 2019.
7 The Appellant motioned to add the documents to the record on October 29, 2019. The
8 City filed a response brief and the Appellant filed its reply on November 6, 2019.

9 7. Re-Opening of Hearing Authorized. By email order dated November 15,
10 2019, Ex. 16, the Examiner authorized the re-opening of the hearing to address two
11 issues: (1) that a substantial portion of the calls for service were from one tenant; and
12 (2) that Tacoma Pierce County Health Department ("TPCHD") had approved several
13 Karwan septic systems. The email order also authorized admission of the Appellant's
14 Notice of Appeal upon Appellant's request and lack of objection from the City. The
15 Notice of Appeal has been admitted as Ex. B to Ex. 8, Declaration of Ashton T.
16 Rezayat in Support of Appellant's Motion to Re-open Case and to Supplement and
17 Correct the Record and the Hearing Examiner's Decision.

18 8. Paragraph 10 of the Rezayat Declaration notes that the City's production
19 of Appellant requested documents after the close of the hearing deprived the Appellant
20 of the opportunity to cross-examine City witnesses on the contents of the documents.
21 There was no presentation of verbal testimony or cross-examination in the re-opened
22 hearing process. However, the November 15, 2019 email order, Ex. 17, establishing
23 the re-opened hearing format provided a deadline for requests for cross-examination
24 and none were requested by the Appellant. Further, the Appellant expressly waived
25 objection to the review process established by the November 15, 2019 email order by
26 email dated November 17, 2019.

22 **Notice of Septic Deficiencies**

24 9. Final Decision Identifies Lack of Notice of Septic Deficiencies in
25 Administrative Complaint as Issue. Failing septic systems throughout the mobile
26 home park were a major concern and issue addressed by the City during the appeal
hearing. The Findings and Order required the "[c]omplete septic system" to be

1 evaluated for deficiencies. However, except for problems with sanitary waste
2 addressed for Units 29 and 34 as identified in FOF No. 10 below, septic system
3 failures were not identified as violations in the Administrative Complaint.

4 Page 2 of the Final Decision noted that the septic issue had been expanded beyond the
5 scope identified in the Administrative Complaint⁵, but concluded that it was properly
6 addressed because the Appellant had received notice of the issue during the hearing
7 before the Building Official on the Administrative Complaint. The Final Decision also
8 noted that the Appellant had not raised lack of notice as an issue such that its right to
9 do so was waived. In response, the Appellant noted that it had allegedly raised the
10 lack of notice in its Notice of Appeal of the Findings and Order. *See Ex. 7.* Neither
11 the Appellant nor the City had presented the Notice of Appeal for admission into the
12 record. Pursuant to the request of the Appellant and no objection from the City, the
13 Notice of Appeal was admitted into the record after issuance of the Final Decision and
14 lack of notice of the septic issue was authorized to be addressed as a post-hearing issue
15 by email order dated November 15, 2019. *See Ex. 17.*

16 10. Administrative Complaint Only Identifies Units 29 and 34 as Having
17 failed Septic Systems and/or Nonfunctional Bathroom Facilities. The Administrative
18 Complaint only identified two units with failing septic systems. Beyond associating
19 the two units with failed systems, the Administrative Complaint made no other
20 reference to failing septic systems. Under the Background section of the
21 Administrative Complaint, it was identified that on January 8, 2019 City staff observed
22 that Unit No.34 had “*inoperable bathroom facilities with sewage backed up into the*
23 *unit.*” See Administrative Complaint, p. 7. The condition of those bathroom facilities
24 was further documented in the Background section for a second site visit on January 8,
25 2019, where p. 8 of the Administrative Complaint noted that Unit No. 34 had “*failing*
26 *bathroom facilities with sewage actively backing up into the unit.*” Under the
Violations section of the Complaint, the Complaint noted that Unit No. 34 was in
violation of LMC 15A.05.090(6), which qualifies a building or premises as building or
structure as dangerous if it is “*clearly unsafe for its use and occupancy.*” Under this
standard, there were several reasons why Unit No. 34 was designated as dangerous,
one of those reasons being “*nonfunctional bathroom facilities, sewage backing up into*

⁵ The Final Decision erroneously stated that the Administrative Complaint had not identified any violation associated with septic failure. As identified in FOF No. _____, the Administrative Complaint had actually identified violations for two septic systems. Given that the Findings and Order required an investigation of what appears to be all of the septic systems of the mobile home park, the Final Decision correctly identified that notice of the septic issue was deficient, but failed to note that notice was provided for two of the units.

1 *unit.”* See Administrative Complaint, p. 12. Under the same alleged violation, Unit
2 No. 29 was alleged in the Complaint to have “*nonfunctional bathroom facilities.*”

3 11. Findings and Order Identifies Units 1, 34 and 39 as Having Failed Septic
4 Systems. The Findings and Order identified Units 1, 34 and 39 as having failed septic
5 systems and also made several generalized comments about failing septic systems. It is
6 unclear if the generalized statements were intended to include systems beyond units 1,
34 and 39.

7 The generalized statements of failing systems were as follows: Finding No. 3
8 identifies that as a result of the building inspections identified in the Administrative
9 Complaint, a number of code violations were observed including “failing
10 septic/sewage systems.” Finding No. 11 of the Findings and Order summarized the
11 testimony of Mr. Gumm, who identified that the mobile home park had “failing
12 septic/sewage systems.” Finding No. 11 further summarizes the testimony of Mr.
13 Kim, Appellant, as having noted that “*he had expended \$35,000 for engineered*
14 *drawings, \$55,000 in pre-ordered materials for the sewer system, and that none of the*
15 *septic systems had failed.*” Finding No. 13 identified that Karwan had provided an
update to the City on June 28, 2019 that noted that it (Karwan) had not received notice
from the TPCHD regarding septic system deficiencies. Finding No. 13 noted that the
City had notified TPCHD of the deficiencies.

16 Unit specific references to septic failure were made as follows: Finding 15 identified
17 the IPMC 108.1.5 violations of specific units in the mobile home park. Under IPMC
18 108.1.5(6), which qualifies a building or premises as building or structure as dangerous
19 if it is “*clearly unsafe for its use and occupancy,*” Finding 15 found Unit 34 to qualify
20 for several reasons, including “*nonfunctional bathroom facilities, sewage backing up*
21 *into unit.*” Finding 15 found Unit 29 to also qualify as dangerous under IPMC
22 108.1.5(6) for several reasons, including “*nonfunctional bathroom facilities.*” Finally,
23 Finding 15 found Units No. 1 and 34 to qualify as dangerous under IPMC
15A.05.090(9) because it is “*unfit for habitation due*” to “*failing septic or sanitary*
systems. Unit # 1 has sewage leaking beneath trailer. Both bathrooms in #34 have
failed and have effluent backing into the interior spaces.”

24 The Order section of the Findings and Order listed detailed corrective actions for 29
25 structures located in the mobile home park, mostly comprised of manufactured homes
26 and carports. None of the corrective actions for the individual structures specified any
septic work. Instead, a section entitled “*Karwan Park Septic System*” required that

1 “[c]omplete septic system to be evaluated by a licensed and approved Pierce County
2 Department of Health septic service company” with deadlines set for the correction of
3 deficiencies discovered from the evaluation.

4 12. Notice of Appeal Addresses Septic System Failure. Appellant filed its
5 Notice of Appeal, Ex. 6, att. B, appealing the Findings and Order on August 9, 2019.
6 The Notice of Appeal addresses the lack of reference to failing septic systems in the
Administrative Complaint as follows:

7 *Even the Complaint that was entered prior to the Order failed to*
8 *include any basis of support for the Order’s provisions regarding the*
9 *septic systems, if it bothered to mention septic systems at all. The*
10 *inclusion of inspecting every septic system in the Park, without any*
11 *evidence to find that any of the septic systems has failed, is not*
12 *supported by the record. The City’s failure to provide substantial*
13 *evidence to support its conclusions that the septic systems or carports*
14 *have failed make its Order arbitrary and capricious as to these issues.*
Furthermore, given the Park’s cooperation with the City, it is unclear
why the City continues to “move the goal posts.” Despite this,
Karwan continues to act in good faith.

15 **Existence of Septic Deficiencies**

16
17 13. No Septic Investigation Required for Units that Passed Private Inspection.
18 As a result of newly admitted septic inspection reports (“private reports”), it is
19 determined that the septic system evaluation required by the Findings and Order is not
20 required for systems that have passed the private inspections as detailed in inspection
reports presented by the Appellant. The units that do not need to be re-inspected are as
follows: Units 1, 3, 4, 6, 7, 8, 9, 11, 12, 13, 19, 20, 21, 22, 23, 24, 26, 27, 28, 33, 35.

21 The units identified above were all found by a private septic system contractor to have
22 no deficiencies. The findings of the contractor were documented in private reports
23 attached as Ex. G to Ex. 8, the Rezayat Declaration. The private reports identified that
24 most of the units assessed required some remediation, the most common being the
25 pumping of the septic tanks. Once those actions were taken, the private reports found
26 no deficiencies. The timing of the issuance of the private reports ranged from June 5,
2017 to August 31, 2017.

1 In contrast to the findings of no deficiencies in the private reports, in a 12/7/17 report,
2 see Ex. C to Ex. 1, the TPCHD found deficiencies in the following units: Units No. 2,
3 10, 14, 15, 16, 17, 18, 29, 30, 31A-C, 32, 34 and 37. In the same report TPCHD also
4 determined that there was missing information or there were problems with Units No.
5 40, 25, 38, 39, and 40. None of the units addressed in the TPCHD report were
6 addressed in the private reports.

7 With the exception of Units 5 and 36, all of the Karwan mobile home units are
8 accounted for between the private reports and the 12/7/17 TPCHD report. There was
9 also no conflict between the findings made by TPCHD and the private contractor, i.e.
10 all units found to have no deficiencies by the private contractor were not found to have
11 deficiencies by TPCHD and vice-versa. Except for Unit 1, which is further discussed
12 below, the findings of TPCHD and the private inspection reports are consistent with
13 the findings of City staff. Given this consistency and lack of contrary evidence, it is
14 determined by preponderance of evidence that the units that were found to have no
15 deficiencies in the private inspection reports are not failing and no further investigation
16 of those units is required. Given the high incidence of septic failure for units that
17 didn't pass the private inspections, it is also found by preponderance of evidence that
18 at least some of the units not subject to the private inspection reports are likely failing
19 and further investigation is needed⁶.

20 The only septic failure that is put into question by the Appellant's new evidence is Unit
21 No. 1. The City has not met its burden of proof in establishing that Unit 1 is in failure
22 or needs further investigation. The private report for the septic system to Unit No. 1
23 identified that "*property owner dug up and section of the drain field was made repairs*
24 *as needed...*" As noted in FOF No. 20 of the Final Decision, Mr. Gumm and Mr.
25 Simmons both testified that they saw the Unit No. 1 septic system fail, but it is unclear
26 when they made this observation. However, as previously noted the 12/7/17 TPCHD
report specifically identifies ten units with failing septic systems and Unit No. 1 isn't
one of them.

27 FOF 20 of the Final Decision identified the Unit 1 drain field as a failing system due to
28 a notation to that effect in a October 10, 2017 site plan. See Ex. C to Ex. 1. FOF 20
29 may have been in error on this fact since the drain field could have been serving Unit

⁶ It is understood that the TPCHD Report of Septic System Status, Ex. 2 to Gumm Declaration, only required confirmation of sewer hookup for Units 38, 39 and 40. Clearly, no septic evaluation is necessary for these units if they are connected to sewer.

1 No. 2 (which is identified as one of the ten failing systems in the 12/7/17 TPCHD
2 report) instead of Unit No. 1, because the drain field is located between Units 1 and 2.
3 The drain field could be associated with Unit 2 instead of Unit 1, although given the
4 location of Unit 1 on the perimeter of the mobile home park it is difficult to see where
5 the Unit 1 drain field could be located if not between Units 1 and 2. In any event,
6 given the express reference of Unit 2 as opposed to Unit 1 as having a failed septic
7 system in the 12/7/17 TPCHD report, along with the private report confirming that the
8 Unit 1 drain field has been repaired, it is determined under the preponderance of
9 evidence standard that the Unit 1 drain field is not failing.

10 It is acknowledged that the TPCHD report requires location information on drain fields
11 potentially located within 100 feet of surface water, specifically units 2, 10, 14, 15, 16,
12 17 18, 29, 30, 31A-C, 32, 24 and 37. The need for this information is not probative of
13 whether the associated septic systems are failing. For that reason, the TPCHD request
14 for information on these systems is not found pertinent to what units are subject to
15 further evaluation.

16 Harbor for Vagrants and Criminals

17 14. Repeat Caller Doesn't Affect Finding that Park is Harbor for Vagrants
18 and Criminals. With new evidence admitted after close of the hearing, the Appellant
19 contests Finding 15 of the Final Decision, which determines that the Karwan mobile
20 home park serves as a harbor for vagrants and criminals. The Appellant cites to the
21 fact that all of the units are now secured and that the Final Decision erroneously
22 identifies some units as still unsecured. The Appellant also argues that the
23 disproportionate calls for service alleged by the City for the park is skewed by the fact
24 that a large proportion of the calls for service are made by one Karwan mobile home
25 park resident. The argument and evidence presented by the Appellant on this issue
26 only warrants a minor modification to Finding 15 to recognize that there may no
longer be any unsecured units at the park. The new evidence does not change the
determination of Finding 15 that the Karwan park serves as a harbor for vagrants and
criminals.

On the issue of disproportionate calls for service, the Appellant references an email
from Officer Shawn Noble that provides a comparison of calls for service between the
Karwan mobile home park and other residential complexes with similar demographics.
See Ex. D to Ex. 8 Rezayat Declaration. Officer Noble's analysis covered calls of
service for 2019, apparently through the date of the email, September 26, 2019. Of the

1 130 calls tabulated for the Karwan park in 2019, 38 of the 130 calls, 29%, were made
2 from one repeat caller. In a November 19, 2019 declaration, Jeff Gumm identified that
3 there were 13 additional calls for service from the Karwan park in October 2019 with
4 none originating from the repeat caller. Mr. Gumm further identified that two arrests
5 had also recently been made at the park, one in August and one in September. The
6 Appellant argued that the repeat caller skewed the data. However, even if the calls
7 from the repeat caller are discounted entirely, the total calls per unit would still be
8 2.14, which is still more than twice the 0.8 calls per unit of the comparable park with
9 the second most calls per unit listed in Officer Noble's analysis, the Crossing
10 Apartments. See Ex. D to Ex. 8 Rezayat Declaration.

11 As to the issue of unsecured units, the Appellant points to a statement in Finding 15
12 that "*squatters and vagrants continue to be a problem in unsecured units and storage*
13 *buildings throughout the park leaving behind garbage, debris and unsanitary*
14 *conditions.*" The Appellant asserts that all vacant units have been secured, relying in
15 part upon Finding 19 of the Final Decision, which determines that Units 29, 34 and 39
16 have been secured. Whether or not all vacant units of the park are secured is unclear,
17 but even if that is the case, the elimination of unsecured units doesn't change the
18 primary focus of Finding 19, which is that the Karwan property serves as a harbor for
19 vagrants and criminals. As outlined in Finding 15, testimony of current (at the time of
20 the hearing) conditions revealed that Units 1, 4, 30 and 28 continue to generate calls
21 for service. Officer Noble testified that he continued to make arrests of people
22 associated with those units. He added that there continue to be code related issues with
23 junk vehicles, people living in cars, and homeless camps being set up in the back yards
24 of Units 28 and 30. Given this testimony and Mr. Gumm's declaration identifying
25 continuing calls for service and arrests, it's concluded that the Karwan park is a harbor
26 for vagrants and criminals with or without unsecured units. The sentence from Finding
15 quoted above is modified to provide that "*squatters and vagrants continue to be a*
problem in unsecured units and storage buildings throughout the park leaving behind
garbage, debris and unsanitary conditions."

22 Conclusions of Law

23 1. Septic Corrective Action within Scope of Abatement Action. The condition of the
24 septic systems in the mobile home park is within the scope of the abatement action set by the
25 Administrative Complaint. The scope of septic abatement is an issue in this appeal because the
26 Administrative Complaint only alleged two mobile home units as having failing septic systems,
whereas the Findings and Order required an evaluation of what appears to be all septic systems in the
mobile home park. For these reasons, the notice in the Administrative Complaint was arguably

1 defective. However, the Applicant was given a full opportunity to address the septic issue by its
2 opportunity for a second hearing in front of the Hearing Examiner. Further, the Applicant waived
3 objection to defective notice by failing to raise it as an issue prior to issuance of the Final Decision.

4 Adequate notice of all alleged violations was required in the Administrative Complaint by applicable
5 state statute as applied pursuant to the requirements of procedural due process. The Administrative
6 Complaint identifies at page 20 that it is issued in part pursuant to the authority granted by Chapter
7 35.80 RCW. RCW 35.80.030(1)(c) requires that a complaint alleging unfit buildings and premises
8 state “*in what respects such dwelling, building, structure or premises is unfit for human habitation.*”
9 Statutes should be construed to uphold their constitutionality. *United States v. Vuitch*, 402 U.S. 62, 69
10 (1972), *Ino, Inc. v. City of Bellevue*, 132 Wash. 2d 103, 137 (1997). RCW 35.80.030(1)(c) reflects
11 the notice requirements required by procedural due process. The notice required to satisfy procedural
12 due process requirements was recently addressed in *Miller v. City of Sammamish*, No. 78528-1-I
13 (Wash. Ct. App. Aug. 19, 2019). *Miller* involved a code enforcement action with a Notice and Order
14 levying a \$15,000 fine for the illegal filling of a wetland. The defendants asserted that their Notice
15 and Order was unconstitutionally vague. The defendants were raising their procedural due process
16 rights, which provides that an elementary and fundamental requirement of due process in any
17 proceeding which is to be accorded finality is notice reasonably calculated, under all the
18 circumstances, to apprise interested parties of the pendency of the action and afford them an
19 opportunity to present their objections. *City of Redmond v. Arroyo-Murillo*, 149 Wn.2d 607, 617
20 (2003). Based upon these principles, the *Miller* court noted that under procedural due process,
21 penalty orders must be specific about the asserted violations, about the government's authority, and
22 about the requirements it imposes. *Miller* at 14. The *Miller* court went on to conclude that the Notice
23 and Order of that case met this procedural due process standard as follows:

24 *Here, the notice was specific about the asserted violations and the City's authority. The
25 notice precisely detailed all of the actions that Hankins and the City had taken up to that
26 point. The notice detailed how the City came to believe that the Millers had violated the
SMC, what investigation materials the City relied upon, and all of the efforts the City
made to address these issues before assessing a penalty. The notice then specifically cited
what sections of the SMC the Millers had violated.*

27 *Id.*

28 The Appellant’s property interest in the alleged failing septic systems is at least as great as the
29 property interest involved in the \$15,000 fine of the *Miller* case. For this reason, the procedural due
30 process requirements of *Miller* are found to apply to the Administrative Complaint. The notice for
31 septic issues identified in the Administrative Complaint does not meet the *Miller* procedural due
32 process standard for adequate notice. As outlined in FOF 10 of this Order, the Administrative
33 Complaint identified only two failing septic systems associated with two mobile home units. Despite
34 this, as identified in FOF 11 of this Order, the Findings and Order determined that there were
35 multiple failing septic systems and accordingly mandated corrective action requiring the
36 “*complete septic system*” to be evaluated for deficiencies.

37 In short, the Administrative Complaint would reasonably have lead the Appellant to believe that the
38 City would only be presenting evidence on two septic systems for two mobile home units when in

1 point of fact, as outlined in Finding of Fact No. 11, the City presented evidence on numerous failing
2 systems and the Findings and Order ultimately required review of the septic systems for all units
3 instead of just the two identified in the Administrative complaint.

4 Although the Administrative Complaint did not provide fair notice of the scope of septic failures, the
5 Appellant was still given a full and fair opportunity to address the issue in its appeal to the Examiner.
6 The appeal hearing before the Examiner was de novo and the Appellant had 72 days between the
7 July 9, 2019 issuance of the Findings and Order and the September 19, 2019 appeal hearing to
8 prepare its response to the septic findings and requirements adopted by the Findings and Order. This
9 is in fact was more time than the Appellant had to prepare for the hearing set for the May 7, 2019
10 Administrative Complaint before the Building Official held on June 3, 2019, which totaled 27 days

11 In addition to ultimately having a full opportunity to be heard after adequate notice, the Appellant
12 also failed to make any timely objection to the scope of the septic issue. Issues not raised during
13 administrative review may not be brought up during judicial review due to failure to exhaust
14 remedies. *See AHO Constr. I, Inc. v. City of Moxee*, 430 P.3d 1131 (2018). For this appeal, the
15 only “objection” that Appellant claims to have made regarding the expanded scope of the septic issue
16 prior to issuance of the Final Decision was written into its Notice of Appeal. As identified in FOF 12
17 of this Order, the Appellant identified that the Administrative Complaint “*failed to include any basis
18 of support*” for the comprehensive septic system evaluation required by the Findings and Order and
19 that the City “*continues to move the goal posts*” as the Appellant tries to resolve its issues with the
20 City. The Appellant presented these facts to ultimately conclude that the record lacked substantial
21 evidence to support the need for a comprehensive septic evaluation. At no point did the Appellant
22 state that the lack of specificity in the Administrative Complaint violated statutory notice
23 requirements or that the Appellant’s procedural due process rights were violated and that the septic
24 requirements should be stricken on that basis. Rather, the Appellant’s reference to the lack of
25 specificity in the Administrative Complaint was provided solely to support its position that there was
26 no basis to require a septic evaluation, twice making the point that the record was lacking substantial
27 evidence to make such a request.

28 The Appellant’s failure to be more specific about its alleged objection to lack of notice is not a
29 technical issue. The Appellant’s focus upon lack of evidence on the sewer issue is probably precisely
30 why the City, in its presentation in the Examiner appeal, focused on septic issues to provide the
31 evidence the Appellant asserted was lacking. Had the Appellant focused its “objection” on lack of
32 notice as opposed to lack of evidence, the City would have had the opportunity to correct the
33 situation by issuing an amended Administrative Complaint or taking some other proactive measure to
34 remedy the lack of notice. Of course, notice works both ways. The Appellant’s failure to provide
35 proper notice on the basis of its objection prejudiced public health and safety, as defended by the
36 City. For this reason, the Appellant is deemed to have waived objection to inadequate notice of the
37 septic issue under the due process principles of the *Aho* decision.

38 2. City not Preempted from Septic Abatement. The Appellant’s closing brief asserts that
39 the Finding and Order provisions regarding septic systems “*are unnecessary since the Tacoma-Pierce
40 County Health Department (“TPHD”) is exercising its regulatory authority.*” The Appellant doesn’t
41 identify any legal basis for such a position. As best as can be ascertained, in legal terms the

1 Appellant is arguing either that the City is preempted by health district regulations from abating
2 septic nuisances and/or that the City is precluded from enforcement because the health district acted
3 first. Both positions are rejected. The City is not preempted from abating septic nuisance because
4 there is no clear legislative intent evidencing such preemption. The City is also not precluded from
5 abating the nuisance due to first in time TPCHD enforcement action because (1) the City was actually
6 the first to institute an enforcement action; and (2) first in time preclusion only applies to judicial
7 tribunals, not code enforcement staff.

8 One of the more directly applicable cases applying preemption principles is *State v. Kirwin*, 165 Wn.
9 2d 818 (2009). *Kirwin* addressed the validity of an anti-littering ordinance. The ordinance
10 prohibited littering conduct almost identical to the same conduct prohibited under a state law. The
11 only difference between the two laws was the degree of punishment. The court found no preemption.

12 In assessing whether the state law preempted the local littering ordinance, the *Kirwin* court outlined
13 the principles applicable to preemption analysis:

14 *We presume an ordinance is valid unless the challenger can prove the ordinance*
15 *is unconstitutional. An ordinance may be deemed invalid in two ways: (1) the*
16 *ordinance directly conflicts with a state statute or (2) the legislature has*
17 *manifested its intent to preempt the field. Article XI, section 11 of our state*
18 *constitution allows local governments to create such local police, sanitary and*
19 *other regulations as are not in conflict with general laws. A local regulation*
20 *conflicts with state law where it permits what state law forbids or forbids what*
21 *state law permits. The focus of this inquiry, therefore, is on the substantive*
22 *conduct proscribed by the two laws. A conflict arises when the two provisions are*
23 *contradictory and cannot coexist. If an ordinance conflicts with a statute, the*
24 *ordinance is invalid.*

25 *An ordinance may also be invalid where the legislature has indicated its intent to*
26 *preempt the field. If the legislature is silent, the court considers both the purposes*
27 *of the statute and . . . the facts and circumstances upon which the statute was*
28 *intended to operate. However, we will not interpret a statute to deprive a*
29 *municipality of the power to legislate on a particular subject unless that clearly is*
30 *the legislative intent.*

31 165 Wn. 2d at 826-27 (citations and quotation marks omitted).

32 Applying the principles quoted above, the *Kirwin* court found no preemption or conflict with health
33 district state regulations. The *Kirwin* court noted that the state and local littering regulations
34 regulated the same behavior and that the difference in penalties was not pertinent because the article
35 XI, section 11 inquiry is on the conduct proscribed and not on the punishment. The *Kirwin* court
36 noted that because there was no direct conflict, there was no article XI, section 11 violation unless
the state littering statute expressed intent to preempt local littering ordinances. The court found no
such intent and upheld the validity of the local littering ordinance.

1 The *Kirwin* analysis applies well to the regulations at issue in this appeal. As in *Kirwin*, the
2 regulations at issue in this appeal address the same conduct. Section 10F and G of the TPCHD
3 Environmental Health Code authorizes health officers to abate septic systems that pose a threat to the
4 health, safety of the public or persons or those that constitute nuisances. Similarly⁷, IPMC 108.1.5(9)
5 authorizes abatement of dwelling unit conditions that make a dwelling unit unsanitary, unfit for
6 habitation or in such a condition that is likely to cause sickness or disease. As in *Kirwin*, the two
7 provisions identified above can be used to regulate the same conduct, specifically failing septic
8 systems. As in *Kirwin*, there is no conflict between state and local law to the extent they are applied
9 to failing septic systems. Further, there is no legislative intent to preempt the City's abatement of
failing septic systems. Nothing in the purpose clause or anywhere else in the TPCHD district
regulations or the state statutes that authorize them (Chapter 70.05 RCW) suggest that abatement of
failing systems is within the exclusive jurisdiction of the TPCHD, certainly nothing that would lead a
court to conclude that exclusive health district jurisdiction "*clearly is the legislative intent*" as
required by *Kirwin*.

10 The Appellant's position could also be construed as positing that where two administrative agencies
11 have concurrent enforcement jurisdiction, the first to exercise it precludes the other. There are two
12 problems with this position. First, TPCHD was not the first to exercise any enforcement action. At
13 the hearing the Appellant made the point that the septic design permits issued to the Appellant's
14 predecessor don't expire until 2020. Nothing in the documentation submitted into the record suggests
15 that these expiration dates were any kind of compliance deadline. In fact, TPCHD only recently, as
outlined in the Ex. 19 Gumm declaration, issued septic violation notices to the Appellant for some of
the same units that have been issued the septic design permits. From the evidence presented in the
record, it can only be concluded that TPCHD only took formal enforcement action (via issuance of
the violation notices⁸) after the City had issued its Administrative Complaint.

16 Even if TPCHD would be considered the first to exercise its jurisdiction, that would not preclude the
17 exercise of City jurisdiction. Case law sets a first in time rule, called the priority of action doctrine,
18 for the exercise of administrative jurisdiction, but so far that case law has only applied it to the
19 exercise of judicial review. The priority of action doctrine was well summarized in *State v.*
Washington Education Association, 111 Wn. App. 586 (2002), overruled on other grounds, 119 Wn.

20 ⁷ The Final Decision likely erroneously concluded that Hearing Examiner jurisdiction didn't encompass authority
21 over the nuisance claims in the Administrative Complaint. If this was error, it does not materially change the results
22 of the Final Decision or the preemption analysis. Based on argument provided in another case currently under
23 review by the Examiner, the City presented a well-hidden regulation, LMC 1.36.020 authorizes the City Manager to
24 "act in a decision-making role involving administrative matters and such other quasi-judicial matters as may be
referred to the Hearing Examiner by the City Manager." The Administrative Complaint did not expressly state that
the City Manager had referred its nuisance findings to the appellate jurisdiction of the Hearing Examiner, but it may
be fair to imply such a delegation in the absence of any other basis for jurisdiction. The preemption analysis
applicable to the IPMC septic violation equally applies to the nuisance claims, since the nuisance standards are even
more similar to the TPCHD nuisance regulations than the IPMC regulations.

25 ⁸ The "violation notices" still appear to only be warning notices, as they only apprise the Appellant of potential
26 violations and the enforcement mechanisms available to TPCHD to abate them. It may be more correct to conclude
that TPCHD still hasn't initiated any code enforcement action against Appellant.

1 App. 445 (2003) as follows:

2 *Under the priority of action doctrine, the forum that first gains jurisdiction over a matter*
3 *retains exclusive authority over it. This doctrine applies to administrative agencies and the*
4 *courts. The doctrine only applies if the two cases at issue involve identical (1) subject matter,*
5 *(2) parties, and (3) relief. The identity of these elements must be such that a decision in one*
6 *tribunal would bar proceedings in the other tribunal because of res judicata.*

6 111 Wn. App. at 606-607.

7 As far as can be seen from the case law, it appears that the priority of action doctrine only applies to
8 judicial or quasi-judicial review and has never been applied to administrative code enforcement. As
9 outlined in Section 13, Chapter 1 of the TPCHD Health Code, the TPCHD has a hearing examiner
10 system to hear appeals regarding failing septic systems. The jurisdiction of the TPCHD examiner has
11 not yet been invoked, thus the priority of action doctrine does not preclude the subject appeal.

12 3. Notice Arguments Untimely. In its motion to re-open the hearing the Appellant
13 included an argument addressing adequacy of notice to tenants. This issue was not implicated by any
14 of the post-hearing document releases issued by the City and hence was not covered by the
15 Examiner's October 2, 2019 email authorizing the re-opening of the hearing. In this regard, the
16 Appellant's assignment of error to the notice issue was an untimely request for reconsideration. As
17 specified in LMC 1.36.271, requests for reconsideration must be filed within eight days of the
18 issuance of a decision. The Appellant's October 29, 2019 motion to re-open the hearing was filed
19 more than eight days after the October 9, 2019 Final Decision.

20 Even if the notice issue had been timely raised, it doesn't appear that it would serve as any grounds to
21 invalidate the Final Decision. In its notice issue, the Appellant claimed that the City had failed to
22 provide adequate notice to tenants for code violations for which the City was making the Appellant
23 responsible. The Appellant claimed that it could not legally evict tenants without this prior notice,
24 based upon RCW 59.20.080(1), which only authorizes a landlord to evict a tenant for a code violation
25 "within a reasonable time after the tenant's receipt of notice of such noncompliance from the
26 appropriate governmental agency." Appellant cites to three notice statutes, RCW 59.20.150, RCW
35.80.030(1)(c) or RCW 35.80.030(f), as the basis for concluding that proper notice wasn't given to
the tenants under RCW 59.20.080(1). But none of these statutes defines notice procedures for RCW
59.20.080(1). RCW 59.20.150 only governs how notice is to be provided by a landlord to a tenant.
RCW 35.80.030(1)(c) and RCW 35.80.030(f) govern notice procedures for the City to employ in
conducting a code enforcement action against a tenant. RCW 59.20.080(1) doesn't require a City to
institute a code enforcement action against a tenant before a landlord can evict for the code violation.

As outlined in Findings 5 and 7 of the Final Decision, both the Administrative Complaint and the
Findings and Order were posted in the common mailbox area of the mobile home park. Many tenants
were also mailed a copy of the Administrative Complaint and Findings and Order and were
specifically named in the Administrative Complaint. There is nothing to suggest that this notice was
insufficient to reasonably apprise the tenants of the code violations for which they are responsible as
would be required by a procedural due process interpretation of the RCW 59.20.080(1) notice


1 requirement. Further, if any tenant eviction is necessary for a tenant that hasn't received at least
2 mailed notice, this Order requires the City to provide that notice to the tenant and to extend
3 compliance deadlines accordingly.

4 ORDER

5 The Final Decision is supplemented with the findings and conclusions of this
6 REVISED/SUPPLEMENTED FINDINGS AND ORDER OF HEARING EXAMINER AFTER RE-
OPENING HEARING, subject to the modifications below:

- 7 1. Units 1, 3, 4, 6, 7, 8, 9, 11, 12, 13, 19, 20, 21, 22, 23, 24, 26, 27, 28, 33, 35 are excluded from
8 the "complete septic evaluation" required by page 29 of the Findings and Order.
- 9 2. Finding 15 of the Final Decision is modified as specified in Finding 14 of this Order.
- 10 3. All deadlines set in the Decision section of the Final Decision are extended 90 days. In
11 addition, if the only reasonable manner to achieve compliance involves eviction of a tenant
12 and that tenant has not yet received mailed or actual notice of the violation as of the date of
13 this Order, the correction deadline shall be extended to 90 days from the date notice is mailed
14 and/or delivered to the tenant by the City.
- 15 4. This Order shall supersede any conflicting provisions of the Final Decision.
- 16 5. This Order constitutes the final decision for purposes of appeal deadlines set by applicable
17 state statute.

18 DATED this 22nd day of December, 2019.

19
20
21
22
23
24
25
26

Phil A. Olbrechts

Hearing Examiner for Lakewood

Appeal Right: This is a final decision of the City of Lakewood appealable to Superior Court within
30 days as governed by RCW 35.80.030(2).

BEFORE THE HEARING EXAMINER FOR THE CITY OF LAKEWOOD

In re: the Properties Located at 2621 84th St. SW
Lakewood, WA.

FINDINGS OF FACT, CONCLUSIONS OF
LAW AND FINAL DECISION

Summary

This Decision sustains a July 10, 2019 Findings and Order issued by the City of Lakewood Public Officer requiring multiple abatement actions for premises and property designated as dangerous for the Karwan Village Mobile Home Park located at 2621 84th St. SW Lakewood, WA. Compliance deadlines have been extended to accommodate the processing of this appeal and to recognize the compliance efforts and practical difficulties faced by the Appellant. The Appellant has also been given the choice of repairing Unit 29 as opposed to demolishing it as currently required by the Findings and Order.

The conditions that qualify the buildings, structures and premises of the subject property as dangerous are serious and unquestionably threaten public health and safety. Multiple failing septic systems jeopardize the health of park residents as well as the public at large. Exposed and unprotected wires installed without permits are prevalent throughout several mobile home units, often in structures with leaking roofs that soak floors and walls. Squatters and vagrants use bathrooms without any functioning plumbing and RV units without septic connections simply dump sewage onto the ground. Carports that are decades old have undergone years of water damage. Some are listing and subject to makeshift repairs without required permits. Windows are broken leaving units exposed to the elements. Water is provided to some mobile homes via garden hoses. Makeshift water connections are illegally made above ground without backflow devices, facilitating the

1 contamination of the park's water supply.

2 This Decision only addresses findings in the Findings and Order that address compliance with the
3 IPMC. The Findings and Order also determined that the conditions of the mobile home park qualify
4 as nuisances under separate nuisance sections of the Lakewood Municipal Code ("LMC"),
5 specifically Chapters 8.16 and 8.26 LMC. However, the LMC does not grant the examiner any
6 appellate authority over these separate nuisance sections. The limitation of this Decision to IPMC
violations has not affected the scope of Findings and Order corrective actions subject to review, since
all corrective actions address conditions that qualify as dangerous¹ under the IPMC.

7 Understandably, the City takes the position that the failing septic systems are a major concern in this
8 abatement action. Unfortunately, unlike almost all other dangerous conditions addressed, the
9 Administrative Complaint that initiated this action as well as the Findings and Order did not identify
10 what code provisions are implicated by the failing septic systems. Ultimately, this Decision finds that
11 the failing systems renders the property unsanitary and unfit for habitation under IPMC 108.1.5(9).
12 Although the Appellant was not given notice of what code provision addresses the septic issue, the
13 septic issue was brought up during the hearing before the Public Officer, who addressed it in detail in
his Findings and Order. Further, since the Appellant did not raise this absence of notice during the
hearing process, it should be barred from doing so on judicial appeal. *See AHO Constr. I, Inc. v. City
of Moxee*, 430 P.3d 1131 (2018)(issues not raised during administrative review may not be brought
up during judicial review due to failure to exhaust remedies).

14 Exhibits

- 15 1. City Response to Administrative Appeal, including attachments A-F (F being building
16 permit added during hearing).
- 17 2. City photographs, 1-165.
- 18 3. Appellant brief and attachments 1-7.
- 19 4. All email correspondence involving City, LLC and Hearing Examiner.

20 Findings of Fact

21 Procedural:

- 22 1. Appellant. Karwan Village LLC ("LLC").
- 23 2. Hearing. The hearing examiner held a hearing on the appeal on September 19, 2019 at the
24 City Council chambers of Lakewood City Hall.
- 25 3. Appeal. This is an appeal of a Findings and Order issued by the City of Lakewood Public
26 Officer on July 9, 2019, File No. A0051 ("Findings and Order"). The appeal was filed on August 9,

¹ The IMPC identifies nuisance conditions as "dangerous," hence references to "dangerous" in this decision should also be understood to include conditions more commonly understood to be nuisances.

2019.

Substantive:

4. Subject Property. The property subject to the Findings and Order is a mobile home park located at 2621 84th St. SW and is a little under four and a half acres in area. The mobile home park is several decades old and has a carport associated with each mobile home lot. There are thirty mobile homes identified in public records on the site as well as two stick-built structures, built in 1967, with add-ons, one which house electrical utilities serving the park (Unit 34), the other a rental housing unit.

5. Administrative Complaint/Service. On May 7, 2019 the City issued a Complaint and Notice of Hearing (“Administrative Complaint”) that commenced the code enforcement action subject to this Decision. The Administrative Complaint was served on the LLC and several tenants of the Karwan mobile home park. The Administrative Complaint was served upon the LLC by certified mail and the mailbox area in a common area of the mobile home park. See City Response, Att. E (declaration of service); Appellant’s prehearing brief, p. 5.

6. Hearing Before Public Officer. Lakewood Assistant City Manager for Community and Economic Development David Bugher, acting as Public Officer for purposes of LMC 15.05.090, held a hearing on the Administrative Complaint on June 3, 2019. Mr. Kim, on behalf of the LLC and several tenants named in the Administrative Complaint presented evidence at the hearing. Findings and Order, Finding 11.

7. Findings and Order/Service. The Findings and Order subject to this appeal determined that the subject property has premises and structures that qualify as dangerous under the International Property Maintenance Code. The Order specified numerous abatement actions, including the repair and/or demolition of mobile home units and carports. The Findings and Order was issued as a result of the hearing identified in Finding of Fact No. 6. The Findings and Order was served upon the LLC by certified mail and posted in the common mailbox area of the mobile home park. See City Response, Att. F (declaration of service); Appellant’s prehearing brief, p. 6.

8. Administrative Complaint Based Upon Multiple Inspections. Inspection of the Property was conducted by City of Lakewood inspectors on the following dates: January 10, 2018; February 8, 2018; April 12, 2018; May 22, 2018; May 24, 2018; May 30, 2018; August 15, 2018; October 23, 2018; October 24, 2018; November 8, 2018; January 2, 2019; January 8, 2019; January 9, 2019; January 15, 2019; February 5, 2019; February 19, 2019; March 5, 2019; March 14, 2019; March 26, 2019; April 16, 2019; April 23, 2019; May 7, 2019; May 31, 2019; June 27, 2019; July 3, 2019 and September 17, 2019. These inspections are chronicled in detail at Pages 4-11 of the Administrative Complaint.

9. Inspections Made by Qualified City Staff. The property inspections identified in Finding of Fact No. 8 were made by qualified City staff, primarily Code Enforcement Officer Bill Mathies, Program Manager Jeff Gumm and Police Officer Shawn Noble. Mr. Gumm provided most of testimony supporting the Findings and Order. He serves as a program manager for Lakewood and

1 has worked for the City for 18 years in different capacities. He manages all the housing programs, all
2 the construction for low income housing, dangerous and nuisance buildings and rental inspections.
3 He was a licensed contractor for 15-20 years. He was also a certified international code building
4 inspector until 2009. Mr. Simmons, a building inspector for the City, noted he's made 30-40 visits to
5 the mobile home park in the last two or three years. Officer Noble, Lakewood police officer, stated
6 he began working for Lakewood in 2004. He's knows the subject property well because there's been
a high number of 911 calls generated by the property. He became more involved with the property
upon being designated a neighborhood police officer assigned to problem properties, which includes
the subject property.

7 10. Carports Owned by LLC. The preponderance and substantial evidence in the record
8 establishes that the carports on the subject property are owned by the LLC. As testified by Mr.
9 Gumm, the type of lumber used to construct the carports is of dimensions that were only used prior to
10 1972. The design of each carport is the same and there is one carport built alongside each mobile
11 home lot. Mr. Gumm was also of the opinion that the carports were all built at about the same time.
12 Mr. Gumm believed modifications made to the carports that involved extensions of electrical wiring
13 and conversion from carports to garages were done and owned by the tenants. Given that there
would be no reason for the landlord to make these types of improvements that belief is also taken as a
verity. No conclusions can be drawn on improvements made to stabilize the carports, such as bracing
or replacement of parts, since tenants could very well demand that their landlord make those type of
improvements.

14 11. Ownership and Control of Manufactured Homes. According to uncontested testimony from
15 Mr. Kim, the only manufactured homes and structures owned and/or controlled by the LLC other
16 than common area improvements are Units 30, 34, 39 and the office building. The office building
has no number. In the absence of any contrary evidence, Mr. Kim's testimony on this issue is taken
as a verity.

17 12. Inadequate and Unsafe Egress. The units listed below are identified in the Administrative
18 Complaint as having unsafe and/or inadequate egress as defined by LMC 15A.05.090. At hearing,
19 the Appellant expressly stated they were not contesting any of these City findings. As noted in
20 Finding of Fact No. 8 and 9, the assertions made in the Administrative Complaint are based upon
21 multiple City inspections conducted by City staff with extensive expertise in assessing dangerous and
22 nuisance buildings. For these reasons, all findings and assertions made in the Administrative
23 Complaint, as summarized below, are taken as verities unless otherwise noted. City witnesses also
presented a substantial amount of evidence during the hearing that corroborates the assertions made
in the Administrative Complaint, which are also summarized below. **Based upon all the evidence
summarized in this finding and the lack of any contrary evidence, the units listed below are
determined to have unsafe and/or inadequate egress.**

24 #4- The Administrative Complaint asserts that doorways on both the N and S elevations
25 are missing proper stairs and landings necessary for safe egress.

26 #22- The Administrative Complaint asserts that Unit 22 had an addition appended to the
back of the mobile home composed of a door and stairs that were both too narrow and

1 improperly constructed for safe egress. Mr. Gumm also identified this condition during
2 the hearing. The addition has been removed since issuance of the Findings and Order, so
3 the egress issue has been properly abated.

4 **#28-** The Administrative Complaint notes that the front and rear entry
5 porches/stairs/railings/guards do not comply with egress requirements in accordance with
6 IRC Section R311. The Complaint further notes that the front and rear porch and stairs
7 were improperly constructed without permit or inspection and in such poor condition that
8 they are subject to failure and also that the railings and guards are incomplete and the
9 stairs do not comply with riser and tread height and depth requirements. The uncontested
10 findings of the Administrative Complaint are supported by the testimony of Jeff Gumm.
11 Mr. Gumm identified that Slide² 61 shows the front stairs as failing with no code
12 compliant guard rails. Mr. Gumm identified that Slide 64 shows the front deck is
13 improperly constructed and missing guardrails and is unsafe for egress. Mr. Gumm also
14 noted that Slide 66 shows the back stairs as failing and completely improper.

15 **#29-** The Administrative Complaint asserts that the front and rear entry porches/stairs do
16 not comply with egress requirements in accordance with IRC Section R311. The
17 Complaint further asserts that the front and rear porch and stairs were improperly
18 constructed without permit or inspection and in such poor condition, that they are subject
19 to failure and that the stairs are also failing, missing treads and/or do not comply with
20 riser and tread height and depth requirements.

21 **#39-** The Administrative Complaint asserts that the front and back landing and steps are
22 completely rotten and unsafe for proper egress.

23 13. Carpports Likely to partially or completely collapse. The carport units identified below are all
24 listed in the Administrative Complaint as likely to partially or completely collapse, or to become
25 detached or dislodged. Those staff findings are based upon multiple site visits and observations by
26 qualified City staff as outlined in Findings of Fact No. 8 and 9. At hearing, Appellant's counsel
asserted that the LLC was unable to find any structural engineer who had the opinion that the carports
would collapse, but counsel did not identify who was consulted, what if any evaluation was
conducted and what units were inspected. In contrast, the owner, Mr. Kim, testified that when he
spoke to unspecified structural engineers, he was advised that structural engineers don't assess the
stability of carports. Given that Appellant's counsel was not providing testimony, it is determined
that the Appellant's consultation with structural engineers was limited to one or more engineers
responding that they don't assess carport stability. Beyond noting that structural engineers were not
willing to assess carport stability, the Appellant presented no evidence challenging the City position
that the carports are unstable, except to note that the carports did not collapse during a February 2019
snow event. **Based upon all the evidence summarized in this finding and the lack of any
compelling contrary evidence, the carport units identified below are determined to likely
partially or completely collapse, or to have portions likely to become detached or dislodged.**

² All references to "Slide" in this Decision are to photographs as numbered in Ex. 2.

1
2 **#4 Carport-** The Administrative Complaint asserts that the carport has extensive water
3 damage to roof and supporting members. The Complaint further asserts that the carport has
4 had post and roof framing replacement without permit or inspection and that the carport is
5 listing. Mr. Gumm testified that Slide 24 shows a carport listing to the left for Unit 4. Mr.
6 Gumm further testified that Slide 78 and 126 shows additional carport roof damage for Unit 4.

7
8 **#6 Carport-** The Administrative Complaint asserts that the carport has extensive water
9 damage to roof and supporting members. Mr. Gumm testified that Slide 75 shows the side of
10 the carport with water damage.

11 **#7 Carport-** The Administrative Complaint asserts that the carport has extensive water
12 damage to roof and supporting members. The Complaint further asserts that the carport
13 appears to have been recently reconstructed without permit or inspection. Mr. Gumm testified
14 that Slide 70 shows the carport has been completely reconstructed without any permits. He
15 found it continues to leak incessantly. Mr. Gumm identified that Slide 71 shows the
16 underside of the carport roof with extensive water damage. He further noted that Slide 73
17 shows that the wood panels for the roof are oriented strand board, which his wood made up of
18 wood wafers that are failing due to water damage.

19 **#12 Carport-** The Administrative Complaint asserts that the carport has extensive water
20 damage to its roof and supporting members. Mr. Gumm testified that Slide 67 shows that the
21 carport has been modified with Slide 68 showing unprotected and unpermitted Romex wiring
22 going into the structure.

23 **#17- Carport-** The Administrative Complaint asserts that the carport has extensive water
24 damage to its roof and supporting members. Mr. Gumm testified that Slide No. 4 shows a
25 seam on the carport roof that is leaking. He added that Slide No. 5 shows additional roof
26 damage that is the result of years of water damage. The photograph also shows illegal wiring
added to the structure.

19 Carport- The Administrative Complaint asserts that the carport has extensive water
damage to roof and supporting members. Mr. Gumm testified that Slide 69 shows water
damage and sagging in the middle of the roof caused by water damage.

#27 Carport- The Administrative Complaint asserts that the carport has extensive water
damage to roof and supporting members and that the carport is listing. Mr. Gumm testified
that Slide No. 1 shows the water damage through the roof membrane.

#29 Carport- The Administrative Complaint asserts that the carport is listing and that support
posts are improperly anchored at the base.

#32 Carport- The Administrative Complaint asserts that the carport is listing.

1 **#33- Carport-** The Administrative Complaint asserts that the carport has damage to a support
2 post and improper connection to its concrete base. Mr. Gumm testified that Slides 128 and
3 129 shows a 4x4 supporting the carport that is broken out at its base, which isn't structurally
sound. He opined that if the carport moves sideways it will fail.

4 **#37 Carport-** The Administrative Complaint asserts that the carport has extensive water
5 damage to roof and supporting members. Mr. Gumm testified that Slides 22, 92 and 93 show
6 that the carport has significant water damage.

7 14. Unsafe for Occupancy. The following units are all listed in the Administrative Complaint as
8 unsafe for use or occupancy. Those staff findings are based upon multiple site visits and observations
9 by qualified City staff as outlined in Findings of Fact No. 8 and 9. The Appellant presented no
10 evidence contrary to that presented and acknowledged that some work still needs to be done. **Based
11 upon all the evidence summarized in this finding and the lack of any compelling contrary
12 evidence, units identified below are determined to be unsafe for occupancy.**

13 **#29-** The Administrative Complaint asserts that the unit was posted Unsafe to Occupy by
14 Order of the City of the City of Lakewood Building Official on April 23, 2019 due to
15 unpermitted modification without permit or inspection, electrical modification and exposed
wiring in violation of RCW 19.28.101, missing windows, improper egress requirements per
16 IRC Section 311, water infiltration and damage to structure, nonfunctional bathroom
17 facilities, nonfunctional and damaged electrical and plumbing systems, and unsanitary
18 conditions throughout. The Complaint further asserts that the front porch awning cover
19 supports are failing and have been modified without proper permit or inspection in accordance
20 with IBC Section 105. The unit remains vacant and abandoned.

21 Jeff Gumm testified about several photographs of Unit 29. All statements in this paragraph
22 are a summary of his testimony. Slide 97 shows water has been leaking into the unit. It's had
23 squatters. Slide 98 shows the toilet of Unit 29. Squatters have been using the bathroom
24 without plumbing and it's an unsanitary situation. Slide 99 shows a hole inside the bathroom
25 that someone tried to patch with cardboard. Slide 149, taken 9/17, shows tires and debris
along Unit 29. The tires are moved around a lot and may have been thrown over the fence
from Unit 30. Slide 51 shows an attachment to Unit 29 composed of a broken support for the
awning. A concrete footing is required for such an awning and there is none. Slide 52 shows
rotted and deteriorated stairs. Slide 53 shows rotting and failing framing for the stairs. Falling
insulation under the trailer from Unit 29 is also visible in Slide 53. Slide 55 shows the stairs
are missing a required railing. Slide 56 shows a broken window. Before the window was
secured there was no protection from water getting into the unit. Slide 58 shows the
underside to Unit 29 with under skirting removed providing access to pests. It also shows a
window that's been removed and reframed with no permits. Slide 59 shows a door extension
added to the north elevation of Unit 29 with no permits. The stairs don't comply with egress
requirements.

26 **#34-** Unit 34 is owned by the LLC and used to have offices serving the mobile home park as
well as a power distribution room for half of the mobile home park. The Administrative

1 Complaint asserts that the unit was posted Unsafe to Occupy by Order of the City of
2 Lakewood Building Official on January 10, 2019 listing violations as unpermitted and
3 improper wiring and construction per IBC Section 105, unauthorized separation of
4 occupancies per IBC Table 508.4, egress requirements per IBC Section 1030, extensive water
5 damage and water infiltration in the roof and structure, nonfunctional bathroom facilities, and
6 improper exterior door installation. The Complaint further identifies structural modifications
7 without permit or inspection that include: modification of interior living spaces; modification
8 of fire rated assemblies; and modification of roof structure. The Complaint concludes that the
9 unit lacks proper smoke and carbon monoxide detectors; that both bathrooms in the structure
10 have failed and have effluent backing into the interior spaces; and that the unit remains
11 vacant, abandoned and unsecured.

12 Jeff Gumm testified about several photographs of Unit 34. All statements made in this
13 paragraph are a summary of his testimony. Slide No. 9 shows an electrical panel in Unit 34
14 completely exposed that contains lethal live wires. Slide No. 11 shows the roof of Unit 34.
15 The roof used to be flat. A second roof has been added that has devolved into an irregular
16 roofline due to sagging caused by water damage. The roof leaks into the unprotected
17 electrical system below that provides power to half the mobile home park. Unit 34 used to be
18 a service building with showers and office. It's been converted to a residence on the back
19 side. Slide 15 shows a broken window for Unit 34 with water getting into the building. Slide
20 27 shows the interior of Unit 34 with electrical modifications done without a permit. The
21 slide shows water damage as well. Slide 28 shows plumbing in Unit 34 that's backed up with
22 buckets underneath. The buckets are completely full of water. In back there's electrical lines
23 running close to the overflowing plumbing system. Slide 29 shows water damage throughout
24 the interior roof of Unit 34. Someone has tried to use a rubber membrane to contain the water
25 damage. Mold is also present. The damage has occurred from years of water infiltration.
26 Slide 30 shows a skylight in Unit 34 that has been sheathed over. Had proper permits been
acquired the skylight would have been required to be reframed to create better support. Slide
31 shows more unauthorized electrical modifications. Slide 32 shows the Unit 34 shower
completely backed up with water. The bathroom was backed up with sewage and water.
This was an unhealthy situation and the tenants were relocated. Slide 33 shows an outlet with
charring in Unit 34. Slide 34 shows damage below a damaged soffit. It shows water has
entered the building and created extensive damage and the water runs into electrical fixtures
as well. There are also unauthorized electrical modifications inside of the wall. Slide 35
shows a damaged exterior soffit. Someone has patched the chimney where water has gotten
into the building. Slide 36 shows a light added to Unit 34 with unprotected wires. It's
powered by an extension cord that runs through the building to serve as permanent wiring.
Slide 37 shows the extension cord, which is not allowed to be used for permanent wiring.
Slide 38 shows a soffit on back side of Unit 34 starting to fall off the building. Slide 39 shows
additional soffit damage with sagging. Slide 40 shows more extensive soffit damage caused
by running water. Slide 41 shows wires without a cover plate. One of the wires is
unprotected and accessible. Slide 80 shows the bathroom of Unit 34. The entire floor is
soaked. Slide 81 shows Unit 34 electrical panels with open meter faces. Slide 82 shows the
covering of the wall removed exposing plumbing and wiring. Adjoining the unprotected wall
is a leaking water heater. Slide 84 shows another view of the leaking water heater. Water

1 shouldn't be leaking on the floor of an electrical system. When Mr. Gumm had initially gone
2 into the building it had water on the floor with unprotected wiring throughout, which was
3 unsafe. Slide 84 shows unprotected wiring connected to a service panel. Slide 85 shows
4 unprotected wiring leading from a service panel to a hole in the wall. Slide 86 shows the
5 unprotected wiring connected to the exterior of the unit. The wiring connects to a light
6 fixture. Slide 111 shows the irregular roof line of Unit 34. The roof sways and sags in all
7 directions. The roof is in a state of failure.

8 Roy Simmons, Lakewood Building Inspector, was particularly concerned about Unit 34.
9 Statements in this paragraph are all a summary of his testimony. He found it dangerous to
10 have the power distribution room in a unit with a failing roof. He noted that the upper portion
11 of the Unit 34 roof is failing and that the lower portion is leaking, which means there's a
12 failure throughout. Last time he was in there, there was water on the floor. A water heater is
13 located directly adjacent to the power meters of the power distribution room, which is
14 completely illegal. Three feet of clearance is required in front of power meters to enable
15 enough space to service the meters. There isn't that space. There's a water tank sitting there
16 instead that was installed without permits.

17 Mr. Kim testified that Unit 34 is owned by the LLC. The LLC is undertaking efforts to abate
18 the problems with Unit 34. All electrical into Unit 34 has been disconnected so that all the
19 exposed wiring doesn't create an issue. Unit 34 has also been secured.

20 #39- The Administrative Complaint asserts that the unit was posted Unsafe to Occupy by
21 Order of the City of Lakewood Building Official on October 24, 2018 due to extensive
22 electrical modification and exposed wiring in violation of RCW 19.28.10 1, structural repair
23 without proper permit or inspection, missing siding/exterior weather protection, and
24 unsanitary conditions. The unit remains vacant and abandoned.

25 Jeff Gumm testified about several photographs of Unit 39. All statements in this paragraph
26 are a summary of his testimony. Slide 18 is a January 2019 picture of the unit. The City had
it posted unsafe. A demolition permit has been issued for the unit. There was a fire in it, it
was completely stripped of exterior siding, the electrical was modified without permits, the
interior was unsafe and unhealthy to live in. Slide 90 shows the interior of the carport to Unit
39. There are extension cords improperly being used for permanent wiring as well as a lot of
exposed wiring. Slide 91 is the side view of Unit 39 showing debris and a slider door
installed without permit. Slide 132 and 133 show a garden hose serving as a water source for
Unit 39. No permits have been issued for this water installation. The water hose connection
is above ground, which can cause contamination of the water supply.

15. Harbor for Vagrants and criminal. Units 1, 4, 30 and 28 serve as a harbor for vagrants and
criminals. It is uncontested that in 2018, Lakewood Police responded to complaints a total 254 times
and made a total of 25 arrests. Through June 26, 2019, Lakewood Police have responded to
complaints a total of 100 times and made a total of 8 arrests. As testified by City witnesses and
summarized below, squatters and vagrants continue to be a problem in unsecured units and storage
buildings throughout the park leaving behind garbage, debris and unsanitary conditions.

1
2 Officer Shawn Noble, Lakewood police officer, testified he has been assigned the task of responding
3 to calls for service of problem properties such as Karwan. He testified that Karwan has been the
4 source of many calls for service. Many of these calls were generated by RVs on the property. The
5 current owner, the LLC as managed by Mr. Kim, has cooperated in removing some of the RVs and
6 trailers – specifically, Units 31A, B and C and 32. These structures had been causing numerous
7 problems. However, Units 1, 4, 30 and 28 continue to generate calls for service. Officer Noble
8 continues to make arrests of people associated with those units. There continue to be code related
9 issues with junk vehicles, people living in cars, and homeless camps being set up in the back yards of
10 Units 28 and 30. There's a constant traffic of people going and leaving these units that have warrants
11 for their arrest or are clearly involved in drug activity as evidenced by the way they answer questions.
12 Officer Noble has specifically requested that Mr. Kim take eviction action against those units or at
13 least hold those people accountable for violations of their leases. Those units haven't been addressed.
14 Credit is due for Mr. Kim's action in abating activity in Unit 35. Eviction action was taken on Unit
15 31 and 29. There has been a reduction in issues with those units, but the people from those units
16 continue to be associated with people in the other problem units so the problems are on-going. Some
17 people have left and moved on, but others remain. An on-site manager, who had been residing in
18 Unit 34, has recently been added to the facility and he has been responsive to maintenance issues, but
19 he doesn't address people living in cars and homeless camps. These issues are plain and obvious and
20 are not being addressed by anyone at the park.

21 Mr. Gumm testified that Unit 29 is used by squatters and that Slide 98 depicts a bathroom in Unit 29
22 that is used by squatters even though it has no functional plumbing.

23 Mr. Kim testified that he had hired a security company for \$12,000 for three months but this didn't
24 help reduce calls for service. Mr. Kim acknowledged that there are still issues with vagrants at the
25 property. He asserted that the problem has been greatly decreased. As soon as they find vagrants,
26 they're removed. He also noted that improperly parked vehicles are marked and impounded,
although he still needs to investigate his legal rights to do so. Relying upon call for service statistics
for the months of June and July 2019, Mr. Kim's counsel noted in his prehearing brief that the rate
for calls for service has been reduced by 50% and arrests by 76% since service of the Administrative
Complaint.

16, Substantial risk of fire, building collapse or other threat to life and safety. The following units
are all listed in the Administrative Complaint as posing a substantial risk of fire, building collapse or
other threat to life and safety due to nonconformance to applicable building standards. Those staff
findings are based upon multiple site visits and observations by qualified City staff as outlined in
Findings of Fact No. 8 and 9. The LLC response to the substantial risk issue is that electrical
modifications to carports are a tenant issue and that the LLC has little knowledge of what
modification have been made by the tenants. **Based upon all the evidence summarized in this
finding and the lack of any compelling contrary evidence, the units identified below are
determined to pose a substantial risk of fire, building collapse or other threat to life and safety
due to nonconformance to applicable building standards.**

1 **#1** - The Administrative Complaint asserts the Unit 1 carport has been illegally converted into
2 a garage without proper permit or inspection per IBC Section 105. All statements in this
3 paragraph are assertions made in the Complaint. The storage shed located behind the carport
4 structure was constructed without proper permit or inspection. The garage and storage shed
5 have extensive improper electrical modification and exposed wiring throughout the structures
6 in violation of RCW 19.28.010. The patio awning was constructed without proper permit or
inspection and the framing and supporting members do not conform to minimum construction
standards prescribed in IRC Section R301 (Design Criteria), R802 (Wood Roof Framing),
Chapter 9 (Roof Assemblies) and IRC Table R802.5.1(1).

7 Jeff Gumm testified about several photographs of the Unit 1 accessory structures. All
8 statements in this paragraph are a summary of his testimony. Slide 42 shows Unit 1 with a
9 corrugated metal structure installed between the carport and trailer. This was added after the
10 carport was installed. He believes it was added by the "owner (apparently Mr. Gumm is
11 referring to the mobile homeowner). The corrugated addition doesn't meet Lakewood's snow
12 load requirements or any other city's snow loading requirements. It's not anywhere near
required snow loads so it is at significant risk of collapsing. Slide 47 shows the inside of the
carport with extensive unauthorized wiring modifications and unprotected wiring. Slide 48 is
another view of Unit 1's exposed and unprotected wiring.

13 **# 3** - The Administrative Complaint asserts the Unit 3 carport has been illegally converted
14 into a garage without proper permit or inspection per IBC Section 105. The Complaint
15 further asserts that the storage shed located behind the carport structure was constructed
without proper permit or inspection and is improperly using an extension cord in place of
permanent wiring in violation of RCW 19.28.101.

16 **# 4** - The Administrative Complaint asserts that Unit 4 has multiple windows broken out, a
17 tarp and plywood installed over a window to prevent water infiltration, and doorways on both
18 the N and S elevations missing proper stairs and landings necessary for proper egress. Jeff
19 Gumm testified that slide 77 shows the Unit 4 tarp over a window that's been broken for
several years.

20 **# 5** - The Administrative Complaint asserts that the Unit 12 carport has improper electrical
21 modifications and exposed wiring in violation of RCW 19.28.101. Jeff Gumm testified that
22 Slide 67 shows that the carport has been modified with Slide 68 showing unprotected and
unpermitted Romex wiring going into the carport.

23 **# 29** - The Administrative Complaint asserts that the Unit 29 front and rear porch and stairs
24 were improperly constructed without required permit or inspection and are in such poor
25 condition that they are subject to failure. Jeff Gumm testified that Slide 53 shows rotting and
26 failing framing for the front stairs. Slide 55 shows the front stairs installed without a building
permit. Slide 59 shows a door extension added to the back side of Unit 29 with no permits.
The stairs to the door don't comply with egress requirements.

1 # 30 - The Administrative Complaint asserts that Unit 30 has improper electrical
2 modifications and exposed wiring in violation of RCW 19.28.101. Jeff Gumm testified that
3 Slide 49 shows Unit 30 with a light fixture that's been added to the exterior with unprotected
4 wiring coming out of it with an improper electrical connection. Slide No. 50 shows the back
5 side of Unit 30 with numerous modifications to the electrical panel with unprotected Romex
6 wiring added without permits.

7 # 34 - The Administrative Complaint asserts that Unit 34 has an electrical room with wall
8 finishes that have been removed to access wiring and plumbing, improper electrical
9 modification, exposed wiring, improperly protected wiring, open electrical meters, and
10 improper clearance between water heater and electrical panels in violation of RCW 19.28.101.
11 In addition, water has infiltrated the roof and walls of the building causing extensive structural
12 damage to much of the roof and supporting framing.

13 Jeff Gumm testified that Slide 82 shows the covering of the wall removed exposing plumbing
14 and wiring. Adjoining the unprotected wall is a leaking water heater. Slide 83 shows another
15 view of the leaking water heater. Water shouldn't be leaking on the floor of an electrical
16 system. When Mr. Gumm had initially gone into the building it had water on the floor with
17 unprotected wiring throughout. It was unsafe to walk into the building to start with. Slide 84
18 shows unprotected wiring connected to a service panel. Slide 85 shows unprotected wiring
19 leading from a service panel to a hole in the wall. Slide 86 shows the unprotected wiring
20 connected to the exterior of the unit. The wiring connects to a light fixture.

21 # 29, 34 and 39 - The Administrative Complaint asserts that Units 29, 34 and 39 have all been
22 posted Unsafe to Occupy due to improper modification without proper permit or inspection,
23 improper electrical modification, and generally unsafe and unsanitary conditions throughout.
24 These unauthorized and illegal actions create substantial risk of threat to life or safety as
25 further detailed in Finding of Fact No.14.

26 17. Unsanitary and/or Unfit for Habitation. The following units are all listed in the
Administrative Complaint as unsanitary or unfit for human habitation. Those staff findings are based
upon multiple site visits and observations by qualified City staff as outlined in Findings of Fact No. 8
and 9. **Based upon all the evidence summarized in this finding and the lack of any compelling
contrary evidence, the units identified below are determined to be unsanitary and/or unfit for
habitation.**

1 - The Administrative Complaint asserts that Unit 1 is unsafe and unsanitary for human
habitation due to its lot being littered with garbage, debris, junk, trash, building material,
scrap, furniture, and personal belongings.

Jeff Gumm testified about photographs depicting unsanitary conditions on the Unit 1
property. As testified by Mr. Gumm, Slide 156 shows a breach in the fencing between Unit 1
and an adjoining Pierce County stormwater pond, from which debris is thrown onto the Pierce
County property. Slide 157 shows some of the wood debris thrown onto the Pierce County
property from Unit 1. You can see part of the wood debris still on the Unit 1 property. Slide

1 158 shows more debris thrown on the Pierce County property from Unit 1. Slide 159 shows
2 the fence cut back on Unit 1 and a large amount of debris that needs to be cleaned up. Slide
3 160 shows another hole in the fence to Unit 1 with debris. Slide 161 shows debris on the
4 backside to Unit 1. Slide 163 shows debris overflowing from Unit 1 onto the Pierce County
property. Slide 164 shows a tarp covering improper storage and unpermitted wiring.

5 Slide 153, taken 9/17, shows the front side of Unit 1 with garbage and debris. Slide 154,
6 taken 9/17, is another view of Unit 1 and its garbage. Slide 156, taken 9/17, another view of
7 Unit 1 with shed and garbage and debris and improper storage. At hearing the Appellant
8 asserted that Unit 1 has been cleaned up, but the 9/17 photographs and testimony of Mr.
Gumm establish that there is still a significant amount of trash etc. on the Unit 1 property that
renders the property unfit for habitation.

9 **# 29, 34 and 39** - The Administrative Complaint asserts that Units 29, 34 and 39 have all been
10 posted Unsafe to Occupy due to improper modification without proper permit or inspection,
11 improper electrical modification, and generally unsafe and unsanitary conditions throughout.
The units are found to be unsanitary and/or unfit for habitation due to these conditions as
substantiated by the facts recited for each unit in Finding of Fact No. 14.

12 18. Improper Water and Electrical Connections. The following units are all listed in the
13 Administrative Complaint as having unauthorized and improper water and/or electrical connections
14 that constitute a threat to life or health. Those staff findings are based upon multiple site visits and
15 observations by qualified City staff as outlined in Findings of Fact No. 8 and 9. Based upon all the
16 evidence summarized in this finding and the lack of any compelling contrary evidence, the units
identified below are determined to have unauthorized and improper water and/or electrical
connections that constitute a threat to life or health.

17 **# 31C** - The Administrative Complaint asserts that the Unit 31 C- RV has been installed
18 without proper permit or inspection in accordance with LMC 1 8A.70.440 (V). It further
19 asserts that the unit lacks proper water and electrical utility connections. Mr. Kim
20 acknowledged in cross-examination that he's aware of waterline issues with Unit 31C and that
his contractor was working on the problem. The Appellant did not otherwise present any
evidence disputing the assertions made about Unit 31C.

21 **# 40** - The Administrative Complaint asserts that the Unit 40 RV has been installed without
22 proper permit or inspection in accordance with LMC 1 8A.70.440 (V). The Complaint further
23 asserts that the unit lacks a proper water connection and that its water supply is improperly
provided by a garden hose and that a water meter and supply piping has been improperly
modified/disassembled without proper permit or inspection.

24 Mr. Gumm presented Slide 95 at the hearing, which he testified shows a disassembled water
25 main that serves Unit 40. The work on the main has not been permitted. He noted there are
26 no permits for Unit 40 to connect to that waterline. Slide 130 shows a disconnected water
meter for Unit 40. The meter remains disconnected. Slide 145, taken 9/17, shows a garden
hose still serving Unit 40. Mr. Kim acknowledged in cross-examination that he's aware of

1 waterline issues with Unit 40 and that his contractor was working on the problem. The
2 Appellant did not otherwise present any evidence disputing the assertions made about Unit
3 40.

4 19. Abandoned Attractive Nuisance. The Administrative Complaint asserts that Units 29, 34, and
5 39 have been posted Unsafe to Occupy and remain vacant, abandoned, unsecured and an attractive
6 nuisance and hazard to the public. According to the uncontested assertions of Appellant's counsel,
7 all units have been secured since issuance of the Administrative Complaint. Mr. Kim testified that he
8 has acquired a demolition permit for Unit 39 and is working on its removal. It is unclear from the
9 testimony whether the units still serve as an attractive nuisance since they've been secured.
10 Consequently, the City has not met its burden of proof on this dangerous building condition and it
11 cannot be determined that Units 29, 34 and 39 constitute attractive nuisances.

12 20. Septic Failures. The property contains numerous failing septic systems. The leaking systems
13 are a health hazard both because of their proximity to the residents of the park and the proximity of
14 the park to a Pierce County stormwater pond. The pond adjoins the park and is located at a 20 foot
15 drop off in elevation. Roy Simmons, City of Lakewood Building Inspector, testified failing systems
16 are leaching raw sewage towards the stormwater pond, which ultimately discharges into Puget Sound.

17 Mr. Simmons testified that there are numerous septic leaks on the property. Units 28, 29, 34 and 3
18 have obvious surface leaks on the ground. Mr. Gumm testified that he's seen sewage bubbling out of
19 Units 1, 29, 28, 34 and a few other ones. Mr. Simmons noted that the RVs and camping trailers had
20 surface leaks because they weren't connected properly, dumping sewage on the ground and around the
21 units. Mr. Simmons noted that the Health Department is very busy and hasn't had the time to address
22 all the problems at the subject property. He considers the septic problem to be a time bomb. When
23 septic fails, it fails and doesn't fix itself. As an example of the poor sanitary conditions of the park, he
24 identified that in Unit 1 there's a disabled person where Pro-Vac, a septic company, put a toilet in the
25 middle of the living room because the disabled person wasn't able to get up and leave the room.
26 Before Pro-Vac's efforts, human waste was just dumping straight to the ground below the mobile
home. That mobile home is about 20 feet from the fence that goes to the stormwater pond. The new
toilet is plumbed to a septic system now, but the septic system is in failure. Most septic failures are
along the 20 foot drop off overlooking the stormwater pond. There isn't any more land available at the
subject property to accommodate expanded drain fields. All septic systems are required to have
reserve areas to serve as alternate drain fields should a drain field fail. There are no reserve areas
available in the subject property. The drain fields work, or they don't. When a drain field fails, Mr.
Simmons doesn't know how that could be remedied. At that point the ground is saturated and isn't
taking effluent anymore. In cross-examination, Mr. Simmons acknowledged he's not licensed to
evaluate septic systems. He can just say he's observed raw sewage on top of the ground on numerous
occasions at numerous residences. The last time he was at the park was two months ago.

Mr. Kim testified that he was made aware of septic issues only recently. He wasn't aware it was an
on-going issue. There were times when there were surface septic issues. With septic tanks that
happens sometimes and its addressed right away. Mr. Kim's attorney pointed out that Pierce County
Health, which has jurisdiction over septic permits and enforcement of septic regulations, has not
identified any failing septic systems or a need to remedy them. This is not a very compelling

1 argument. As noted by Mr. Simmons, Pierce County Health doesn't have the resources to pursue all
2 septic violations. Further, the documentary evidence establishes that Pierce County Health in fact does
3 have a concern with failing septic systems. In response to inspections made by Pierce County Health,
4 prior owners of the property in 2017 submitted design drawings that identified multiple failed drain
5 fields and replacements and de-commissioning of septic tanks. See 10/10/17 Approved "Septic
6 System Repair Design," (3 site plans) Ex. C to City's Response brief. At least two of the failed drain
7 fields, for Units 1 and 10, are adjacent to the Pierce County storm pond. Pierce County Public Health
8 inspector notes dated 12/7/17 accompanying the design drawings show multiple concerns raised by the
9 department, including: a mobile home with no record of any septic system or where the sewage is
10 going; sewer connection needed for Units 38, 39, and 40; Units 2, 10, 14, 15, 16, 17, 18, 29, 30, 31A-C,
11 32, 34 and 37 in failure and repair applications required. Unit 40 was identified as leaking sewage into
12 a bucket. *Id.*

13 Given the multiple septic failures identified by both Pierce County Health and City inspectors, as well
14 as the proximity of the failures to a stormwater pond, there is clearly and unquestionably a serious
15 problem with failing and inadequate septic systems on the subject property that poses a threat to public
16 health and creates unsanitary conditions both for Karwan residents and the public at large.

17 21. Unit 29 and 39 Assessed Value and Repair Costs. Finding No. 17 of the Findings and Order
18 determined that according to the records of the Pierce County Assessor-Treasurer, the assessed
19 property improvements for Units 29 and 39 have a market value of \$6,800.00 and \$5,000.00,
20 respectively. For the appeal hearing, the City presented evidence on the assessed value of the mobile
21 home park as a whole, see Att. A to Ex. 1, but the City did not present any evidence on the assessed
22 value of individual mobile homes. Finding No. 17 further found that the estimated cost to rebuild the
23 building(s) would exceed 50% of the value of the buildings. Mr. Kim confirmed this by testifying
24 that he estimates that the costs for repairing Unit 29 were eight to ten thousand dollars. He also
25 testified that Unit 29 had recently been sold at a foreclosure sale for ten thousand dollars. Given that
26 the Appellant has not disputed Finding No. 17, it is determined to accurately identify the assessed
value of Units 29 and 39 as well as the cost of repairs.

27 22. Mitigating Circumstances. The Appellant has made a strong effort to abate the problems with
28 the property. The LLC purchased the property in December 2017. The LLC was originally run by
29 Mr. Kim's father, but then handed to Mr. Kim so that his father could take care of his ill mother. As
30 testified by Officer Noble in Finding of Fact No. 15, Mr. Kim has removed some problem RVs and
31 evicted problem tenants, but others remain. As acknowledged by the City, Mr. Kim has also abated
32 the trash located in the common areas that created a nuisance as identified in the Administrative
33 Complaint. As previously noted, Mr. Kim has hired an on-site property manager and also spent
34 \$12,000 using a security firm to monitor the property at night. Mr. Kim has secured Units 29, 34 and
35 39. In uncontested testimony, Mr. Kim asserted that for the Unit 34 and 30 fixes, the 39 demolition
36 and the carport fixes within their control, it would take six to nine months to do all the repairs
according to his contractor.

Conclusions of Law

1. Authority. The hearing examiner has authority to hear appeals and issue final decisions on appeals of abatement orders issued pursuant to the IPMC. LMC 15A.05.090(H), amending IPMC 111, provides that the hearing examiner shall hear appeals of the Findings and Order issued by the Building Official for dangerous building abatements pursuant to enforcement of the IPMC.

The LMC is not as clear about examiner authority over administrative appeals over nuisance abatements under Chapter 8.16 and 8.26 LMC³. There is in fact no administrative appeal process identified for these chapters in the municipal code⁴. LMC 8.16.050 authorizes the City Manager or designee to issue nuisance abatement orders but doesn't identify any appeal process for such orders. LMC 8.26.080 requires that a hearing upon request be held for abatement of junk vehicles, but such a hearing has already been held by the Building Official. Chapter 8.26 LMC doesn't authorize or require any appeal process for decisions made after holding the hearing required by LMC 8.26.080. As acknowledged by the City during the appeal, some of the City's LMC 8.16 and 8.26 claims have become moot since issuance of the abatement order due to correction actions completed by the Appellant. In order to avoid complicating the record with unauthorized modifications to the nuisance abatement order due to lack of jurisdiction, this decision will only address the IPMC claims.

2. Service. The Appellant claims the Administrative Complaint and Findings and Order were not properly posted as required by RCW 35.80.030(1)(c) and (f), respectively. As relevant, RCW 35.80.030(1)(c) requires "*that, if after a preliminary investigation of any dwelling, building, structure or premises*" it is found that the subject property is unfit for human habitation or other use, the City shall "*post in a conspicuous place on **such property***" (emphasis added) the complaint initiating the Chapter 35.80 RCW action. Analogous wording is used to require posting of the Findings and Order. The Appellant argues that since the complaint identifies specific structures and buildings such as dangerous mobile homes and carports, that the specific structures and buildings should have been posted since they qualify as "such property" in the preceding emphasized quoted language. While there might be some merit to this position for service on individual tenants, the position is not compelling for the LLC. The LLC owns the entire mobile home park and doesn't own many of the individual structures called out as dangerous in the Administrative Complaint. For structures it doesn't own, the LLC only has control via its authority to evict and other remedies available to it through its lease agreement with mobile home park tenants. Overall, in this regard, it is appropriate to construe

³ The Administrative Complaint also asserts noncompliance with business license requirements, but the Administrative Complaint was not framed as including a license revocation proceeding governed by Chapter 5.02 LMC. To the extent that the City was referencing business license conditions to corroborate its position that there are dangerous building and nuisance conditions on the property, that point is well taken but not necessary for the determinations made in this Decision.

⁴ LMC 15.05.090(E) authorizes the Building Official to include any condition of the property in the LMC 15.05 Findings and Order that renders the property "unfit for human habitation or other use." Arguably, some of the nuisance conditions identified in Chapter 8.16 LMC would qualify, although "unfit for human habitation or use" is a term specifically used in the IPMC and could be construed as limited to the context of the IPMC. In any event, the Administrative Complaint and resulting Finding and Order did not frame the Chapter 8.16 LMC and 8.26 LMC violations as Chapter 15.05 LMC violations. Further, its is highly questionable whether the small number of junk vehicles violations rendered the subject property "unfit for human habitation" as contemplated for the LMC 15.05 abatement process.

1 “property” in RCW 35.80.030(1)(c) and (f) broadly as the entire mobile home park, i.e. the “premises,”
2 which would include the individual structures and buildings located upon it.

3 3. LLC Responsible for Tenant Violations. The Appellant claims that the Mobile/Manufactured
4 Home Landlord Tenant Act, Chapter 59.20 RCW (“MHLTA”) prohibits the City from making the
5 landlord responsible for structures or modifications owned by the tenants. It is concluded that the
6 MHLTA only governs the responsibilities between landlord and tenant and does not govern the
7 responsibilities of the landlord to the general public. To the extent authorized by City ordinances and
8 state law, the City can make the landlord responsible for tenant code violations, but under due process
9 reasonableness standards any enforcement actions taken against landlords must accommodate the
10 limitations placed upon landlords by the landlord-tenant relationship.

11 The Appellant cites to various MHLTA provisions that make tenants responsible for maintaining the
12 improvements they own in compliance with applicable code provisions. RCW 59.20.100 provides that
13 improvements purchased and installed by tenants remain the property of tenants. RCW 59.20.100
14 provides that tenants are required to comply with applicable city and state laws and to generally
15 maintain their lots in good order. RCW 59.20.130(7) prohibits landlords from entering mobile homes
16 and RCW 59.20.130 provides that landlords have no duty to repair defective conditions caused by
17 tenants.

18 The Appellant’s arguments fail to recognize that all the provisions regulating the duties of landlords
19 and tenants in Chapter 59.20 RCW arise from the legal relationship between the two parties as created
20 by their rental agreement. RCW 59.20.040 expressly limits the applicability of Chapter 59.20 RCW as
21 follows:

22 *This chapter shall regulate and determine legal rights, remedies, and obligations*
23 *arising from any rental agreement between a landlord and a tenant regarding a mobile*
24 *home lot and including specified amenities within the mobile home park, mobile home*
25 *park cooperative, or mobile home park subdivision, where the tenant has no ownership*
26 *interest in the property or in the association which owns the property, whose uses are*
referred to as a part of the rent structure paid by the tenant. All such rental agreements
shall be unenforceable to the extent of any conflict with any provision of this chapter....

27 Nothing in RCW 59.20.040 or any other portion of Chapter 59.20 RCW purports to define the
28 landlord’s responsibility outside of rental agreements. Chapter 59.20 RCW is limited to defining how
29 the parties to rental agreements can apportion responsibility and renders any contrary provisions
30 unenforceable. Indeed, RCW 59.20.130(1) imposes a duty on landlords to comply with ordinances
31 applicable to mobile home park. RCW 59.20.080(1) authorizes a landlord to evict a tenant for failure
32 to comply with local ordinances. These two statutes are some of the reasons that the Washington State
33 Supreme Court has held that the MHLTA does not preempt local regulation of mobile home parks.
34 *See Lawson v. City of Pasco*, 168 Wn.2d 675 (2010).

35 Given the preceding, it is entirely consistent with the MHLTA and the *Lawson* case to make landlords
36 responsible for tenant conformance to dangerous building standards via the landlord’s authority to
evict tenants for failure to comply with such standards. Pursuant to its authority to regulate tenant

1 improvements, which according to *Lawson* is not preempted by the MHLTA, the City has adopted the
2 IPMC, which Section 107.1 provides as amended by LMC 15.05.090 that a dangerous building
3 complaint can be served upon “*all persons having any interest*” as shown in county auditor records of
4 any dwelling, building, structure or premises. The scope of this clause is clarified by Section 101.2 of
5 the IPMC, as amended by LMC 15.05.090, which provides that the City should abate and seek
6 reimbursement from uncooperative “*owners or other persons in possession or control*” of dangerous
7 properties.

8 *When the owners or other persons in possession or control of such properties*
9 *[dangerous properties] are unwilling or unable to correct such conditions in a proper*
10 *and timely manner, it is in the interest of the community for the City to intervene and*
11 *correct, repair, or remove such buildings, structures, and conditions and to pursue all*
12 *legal means to recover from such persons and/or properties the costs of doing so...*

13 The provision quoted above evidences a legislative intent to go after anyone having a controlling
14 interest in property subject to abatement. The only persons who could be subject to cost recovery for
15 abatement would be those who can be initially served by a dangerous property complaint, which would
16 have to be the “*all persons having any interest*” in the property as referenced in IPMC Section 107.1.
17 The LLC has an “interest” in the mobile homes subject to the Administrative Complaint by virtue of its
18 ownership of the underlying real property upon which the structures are located and the resulting rental
19 agreement governing the rights of the LLC and its tenant. That landlord’s interest from its control of
20 the tenant as a landlord is the type of control contemplated in IPMC Section 101.2, since the landlord
21 can compel tenants to comply with City dangerous building requirements by threatening eviction as
22 authorized by RCW 59.20.080(1). In point of fact, the Appellant itself demonstrates the practical
23 utility of such an interpretation. The Appellant’s prehearing brief is appended with several notices
24 (Ex. A to the brief) to its tenants requiring the tenants to comply with the Administrative Complaint as
25 it applies to them or face eviction.

26 Although the MHLTA does not preclude the City from making landlords responsible for tenant
dangerous building violations, its limitations on landlord authority must still be considered when
imposing corrective actions. The fact that the City’s authority to regulate dangerous buildings isn’t
preempted by the MHLTA doesn’t mean that the City can change the landlord/tenant relationship in a
manner that is inconsistent with it. It would likely violate LLC’s due process rights to impose
correction actions that would be impossible or overly burdensome to comply due to limitations placed
upon the landlord by the MHLTA. The ability of the landlord to exact conformance from its tenants to
dangerous building standards is largely limited to its eviction authority in the absence of any penalty
provisions included in the rental agreements. In this regard, any corrective action required of the
landlord for improvements owned by tenants must give the landlord sufficient time to employ its
eviction process.

Whether or not the City has provided this amount of time is muddled by the fact that at hearing the
City has stated that it’s just made the tenants responsible for abating conditions on improvements
owned or constructed by the tenants, but the correction actions listed in the Findings and Order do not

1 expressly identify which correction actions are limited to tenant implementation.⁵ This decision finds
2 the landlord responsible to abate all tenant IPMC violations and will revise the Findings and Order as
3 necessary to give the landlord a reasonable amount of time to utilize its eviction authority should the
4 City choose for any reason not to seek abatement directly from tenants for tenant owned
5 improvements.

6 A second complicating factor on the issue of responsibility for tenant improvements is whether the
7 carports are tenant as opposed to landlord improvements. For the reasons outlined in Finding of Fact
8 No. 10, it is determined that the carports are owned by the LLC and modifications that don't qualify as
9 repairs are made by the tenants. Extended compliance deadlines will be given to the LLC for tenant
10 improvements and improvements that qualify as repairs in case those improvements were made by the
11 tenants.

12 4. Burden of Proof. The City has the burden of proof in establishing that the structures and
13 premises of the subject property qualify as dangerous buildings, structures and premises. The LMC
14 doesn't assign any burden of proof to these proceedings. There is very little case law on any
15 constitutional requirements pertaining to burden of proof, but the little that is available suggests that if
16 deprivation of a significant property interest is at stake, as a matter of procedural due process the City
17 has the burden of proof in proving that all applicable criteria are met. *Hardee v. State Dept. of Social
18 and Health Services*, 172 Wash.2d 1, 256 P.3d 339 (2011) (constitutional due process required that the
19 State prove by a preponderance of the evidence that its decision to revoke a home child health care
20 license should be upheld). Given code enforcement actions are subject to review under the Land Use
21 Petition Act, Chapter 36.70C RCW ("LUPA"), the substantial evidence standard along with
22 preponderance of evidence is applied to the City's burden of proof. See RCW 36.70C.030 (LUPA
23 exclusive judicial review of land use decisions); RCW 36.70C.020(2)(c)(land use decision defined to
24 include code enforcement of regulations pertaining to use and maintenance of land); RCW
25 36.70C.130(1)(c)(substantial evidence standard applies to LUPA review).

26 5. Review Criteria. As concluded in Conclusion of Law No. 1, the hearing examiner only has the
authority to consider appeals over the findings and orders made by the Public Officer based upon the
International Property Maintenance Code ("IPMC"). The only pertinent IPMC provision in this regard
is IPMC 108.1.5, which are the only IPMC provisions used by the Administrative Complaint to require
abatement. Applicable IPMC provisions are quoted below in italics and applied to the subject property
in associated conclusions of law.

IPMC 108.1.5 Dangerous structure or premises. *For the purpose of this code, any structure
or premises that has any or all the conditions or defects described below shall be considered
dangerous:*

⁵ It could be implied that if a tenant is named as one of the Administrative Complaint defendants that it is solely
responsible for the corrective action assigned to its unit, but in the absence of any such express limitation on such a
significant issue this Decision will adhere to the plain meaning of the language used in the Administrative Complaint,
which places no limitations on the properties to which the LLC is responsible. Given that the City might be taking a more
restrictive position than the examiner on landlord responsibility for tenant improvements, it would be highly speculative
for the examiner to have to both try to ascertain what responsibility the City believes the landlords does have towards
tenant improvements and then apply that standard to determine what properties were intended for landlord correction.

2. *The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.*

6. Units 4, 28, 29 and 39 are all found to not have safe and adequate means of egress as contemplated in IPMC 108.1.5(2) for the reasons identified in Finding of Fact No. 12.

IPMC 108.1.5(3) *Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.*

7. Units 4, 6, 7, 12, 17, 19, 27, 29, 32, 33, 37 are all found to be in danger of likely to partially or completely collapse, or to become detached or dislodged as contemplated in IPMC 108.1.5(3) for the reasons identified in Finding of Fact No. 13.

IPMC 108.1.5(6) *The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.*

8. Units 29, 34 and 39 are all found to be clearly unsafe for their use and occupancy as contemplated in IPMC 108.1.5(6) for the reasons identified in Finding of Fact No. 14. It is recognized that the Appellant has acquired a demolition permit for Unit 39 and that this unit will likely soon be eliminated from the premises.

IPMC 108.1.5(7) *The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.*

8. Units 1, 4, 28, 29 and 30 are all found to serve as a harbor for vagrants as contemplated in IPMC 108.1.5(7) for the reasons identified in Finding of Fact No. 15. Arrests and calls for service have gone as a result of efforts made by the LLC, particularly in removing several RVs, but several other problem units remain despite requests from Officer Noble to have the tenants evicted. The LLC has partially mitigated the dangerous condition but has not yet fully abated it.

IPMC 108.1.5(8) *Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.*

1 9. Units 1, 3, 4, 5, 29, 30, 34 and 39 are all found to present a substantial risk of fire, building
2 collapse or other threat to life and safety as contemplated in IPMC 108.1.5(8) for the reasons
3 identified in Finding of Fact No. 16.

4 **IPMC 108.1.5(9)** *A building or structure, used or intended to be used for dwelling purposes,*
5 *because of inadequate maintenance, dilapidation, decay, damage, faulty construction or*
6 *arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is*
determined by the code official to be unsanitary, unfit for human habitation or in such a condition
that is likely to cause sickness or disease.

7 10. Units 1, 29, 34 and 39 are found to be unsanitary and/or unfit for human habitation as
8 contemplated in IPMC 108.1.5(9) for the reasons identified in Finding of Fact No. 17.

9 The subject property at large, including its individual dwelling units, is determined to be unsanitary
10 and unfit for habitation due to failing septic systems as outlined in Finding of Fact No. 20.
11 Appellant's counsel argued that only Pierce County Public Health has the authority to enforce septic
12 regulations. However, Appellant's counsel cited to no regulation that grants Pierce County Health
13 exclusive jurisdiction over unsanitary and unhealthy conditions created by failing or improperly
14 installed or constructed septic systems and no such regulation is apparent. As testified by Mr.
15 Simmons, City staff are not experts in septic regulations, but they are trained and have the experience
16 necessary to determine when septic conditions create nuisance and/or dangerous building/premises
17 conditions.

18 **IPMC 108.1.5(10)** *Any building or structure, because of lack of sufficient or proper fire-resistant*
19 *rated construction, fire protection systems, electrical system, fuel connections, mechanical system,*
20 *plumbing system or other cause, is determined by the Public Officer to be a threat to life or health.*

21 11. Units 31C and 40 are found to be a threat to life or health due to lack of sufficient plumbing
22 and electrical systems as contemplated in IPMC 108.1.5(10) for the reasons identified in Finding of
23 Fact No. 18.

24 **IPMC 108.1.5(10)** *Any portion of a building remains on a site after the demolition or destruction of*
25 *the building or structure or whenever any building or structure is abandoned so as to constitute such*
26 *building or portion thereof as an attractive nuisance or hazard to the public.*

12. The City has not met its burden of proof on this dangerous building condition for the reasons
identified in Finding of Fact No. 19.

LMC 15.05.090F: IPMC 107.2 Findings and Order.

*A. If, after the required hearing, the Public Officer determines that the dwelling is dangerous or unfit
for human habitation, or building or structure or premises is unfit for other appropriate use, he/she
shall state in writing his/her findings of fact in support of such determination, and shall issue and
cause to be served upon the owners and parties in interest thereof, as provided in this section, and
shall post in a conspicuous place on the property, an order that (i) requires the owners and parties in*

1 *interest, within the time specified in the order, to repair, alter, or improve such dwelling, building,*
2 *structure, or premises to render it fit for human habitation, or for other appropriate use, or to vacate*
3 *and close the dwelling, building, structure, or premises, if such course of action is deemed proper on*
4 *the basis of the standards set forth in this section; or (ii) requires the owners and parties in interest,*
5 *within the time specified in the order, to remove or demolish such dwelling, building, structure, or*
premises, if this course of action is deemed proper on the basis of those standards. If no appeal is filed,
a copy of such order shall be filed with the Pierce County Auditor.

6 *B. In ordering the required course of action to be taken by the owner to abate the unfit or dangerous*
7 *structure, the Public Officer may order the structure or a portion thereof demolished and not repaired*
under the following circumstances:

8 *i. The structure is patently illegal with regard to building, zoning, or other regulations;*

9 *ii. The estimated cost to repair the structure or portion thereof is more than 50% of the value of the*
10 *structure or portion thereof; or,*

11 *iii. The estimated cost to repair the structure or portion thereof is less than 50% of the value and*
12 *repairing and/or securing the structure from entry would, nevertheless, cause or allow the structure to*
remain a hazard or public nuisance.

13 *The value of the structure shall be as determined by the Pierce County Assessor-Treasurer. In*
14 *estimating the cost of repairing the structure, the Public Officer may rely upon such cost estimating*
15 *publication or method the Building Official deems appropriate.*

16 13. LMC 15.05.090F as quoted above gives the Building Official wide discretion in
17 imposing the corrective actions necessary to abate dangerous building/premises conditions. The
18 conditions of the property are extreme, but the Appellant has undertaken a strong effort in addressing
19 the problems as outlined in Finding of Fact No. 21. The conditions of the property, especially the
20 septic, must be addressed as quickly as possible, but where public welfare and safety permit,
21 accommodation should be given to the Appellant to recognize its efforts. In this regard, demolition
22 of buildings is not mandatory in all cases where repairs exceed 50% of assessed value but is rather a
23 requirement that the City has the discretion to impose. Consequently, the Appellant will be permitted
24 to repair Unit 29 if done so within the timeframes required by this decision. Timelines for tenant
25 owned or constructed improvements will also be extended to accommodate the limitations on the
26 ability of the landlord to address tenant owned improvements. As discussed in Conclusion of Law
No. 3, it appears that the City has intended to go after the tenants at least first on tenant owned
improvements and modifications. This Decision enables the City to pursue that strategy but leaves
the option to go after the LLC should the City elect for whatever reason to pursue the LLC as well or
instead of the tenant.

Decision

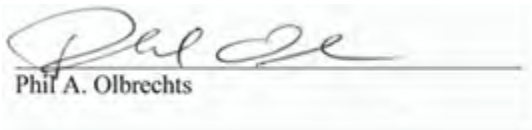
1 The July 10, 2019 Findings and Order is sustained as modified below.

2 As determined in Conclusion of Law No. 1, this Decision only assesses the validity of the Findings and
3 Order as it pertains to application of the IPMC, because the LMC does not grant any appellate
4 authority to the hearing examiner over staff decisions declaring the subject property or its contents a
5 nuisance under Chapters 8.16 and 8.26 LMC. All the corrective actions required by the Findings and
6 Order are upheld as modified below by this Decision since all such actions directly address IPMC
violations sustained by this Decision for the reasons identified in the findings of fact and conclusions
of law above.

7 Modifications to Findings and Order:

- 8 1. Corrective actions that have been completed need not be revisited. IPMC corrective actions
9 already completed are identified at Pages 3-9 of the City's Response Brief, Ex. 1. Unit 22 rear
10 door/porch corrective action has also been completed. Unit 39 demolition permit has already
been acquired.
- 11 2. All August 16, 2019 deadlines for building permit applications set by the Order for units owned
12 and/or controlled by the Appellant as identified in Finding of Fact No. 10 and 11 are extended to
13 November 15, 2019. For those same units, all September 16, 2019 deadlines for demolition,
14 clean up and/or repair are extended to December 20, 2019 and all 90-day deadlines are extended
15 to 180 days. The August 1, 2019 deadline for Unit 34 and 39 is extended to November 1, 2019.
An addition 90 days is added to the deadlines imposed by this paragraph for improvements
owned by tenants. The deadlines set by this paragraph only applies to the Appellant, not the
tenants.
- 16 3. The September 16, 2019 deadline for the septic system is extended to November 7, 2019. The
17 October 16, 2019 deadline is extended to November 29, 2019.
- 18 4. In lieu of demolition, the Appellant may elect to repair Unit 29 following the corrective actions
19 and deadlines applicable to Unit 34. Staff may waive Unit 34 requirements to the extent not
20 necessary for Unit 29. Should the Appellant fail to meet any repair deadlines, the Appellant will
be required to demolish Unit 29 within reasonable deadlines set by the City.

21 DATED this 9th day of October, 2019.

22
23 
24 Phil A. Olbrechts

25 Hearing Examiner for Lakewood
26

Appeal Right: This is a final decision of the City of Lakewood Appealable to Superior Court as governed by the Land Use Petition Act, Chapter 36.70C RCW.



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

No. 21-2-04198-3

CITY OF LAKEWOOD, a Washington
Municipal Corporation,

Plaintiff,

vs.

IN RE: the Property Located at 2621 84th St.
SW Lakewood, WA; Karwan Village, LLC,

Defendants.

WARRANT OF ABATEMENT

TO THE LAKEWOOD POLICE DEPARTMENT:

WHEREAS, this Court has determined that a dangerous building and a public nuisance exists at 2621 84th St. SW Lakewood, WA; Karwan Village, LLC, Lakewood, WA in Pierce County (Property).

The legal description of the Property is:

Commencing at the quarter corner between Sections 30 and 31, Township 20 North, Range 3 East, W.M.;
THENCE along the Section line North 86°361 East 331.0 feet;
THENCE along a line which if continued would intersect the South line of the North half of the Northeast quarter of Section 31, 330.96 feet East of the Southwest corner thereof, South 04°431 East 549.0 feet to the point of beginning;
THENCE continuing South 04°431 East along said line 756.4 feet to the North line of South 84th Street;
THENCE North 86°071 East along said North line of South 84th Street 260.3 feet to the West line of the property described in a Deed from Delbert L. Wright and

WARRANT (KARWAN)
Page 1 of 5

CITY OF LAKEWOOD
Legal Department
6000 Main Street S.W.
Lakewood, Washington 98499
(253) 589-2489, FAX (253) 589-3774

CERTIFIED COPY

1 Marcella G. Wright, husband and wife to David E. Morris and Charles L. West,
2 recorded June 8, 1956 under Recording No. 1758089;
3 THENCE North 04°43'1" West along said West line 753.2 feet to a line running
4 parallel with and 549 feet South of the North line of the Northeast quarter of Section
5 31;
6 THENCE South 86°36'1" West 260.0 feet to the point of beginning;
7 EXCEPT that portion thereof as condemned in Pierce County Superior Court Cause
8 Number 93-2-03019-9 for additional right of way for 84th Street South;
9 ALSO EXCEPT mobile homes located thereon. Situate in the County of Pierce, State
10 of Washington.

11 (Pierce County Parcel No. 0320311042).

12 WHEREAS, The Property has been, and continue to be, a danger and nuisance
13 requiring undue attention of the Lakewood Police Department and code enforcement staff
14 time and resources.

15 WHEREAS, The City sought an Order for a Warrant of Abatement to use any means
16 reasonably necessary to abate the conditions on the Property, including removal and disposal of
17 all debris, removal and/or demolition of certain structures, and repair of septic, water and
18 electrical systems.

19 WHEREAS, The Court issued an Order of Warrant of Abatement to use any means
20 reasonably necessary to abate the conditions on the Property.

21 NOW, THEREFORE, you are commanded forthwith to enter upon the Property and
22 abate or cause to abate the dangerous and nuisance conditions that exist on the Property in the
23 following manner:

- 24 1. Remove and dispose of all debris on the Property;
- 25 2. Bid, contract and repair the septic at units 2, 10, 14, 15, 16, 17, 18, 25, 29, 30, 31
A-C, 32, 34, 37, 38, 39 and 40. Bid will include comparative cost to repair septic

1 systems with connection to sewer system. City will make address septic issues
2 with least costly repair method;

3 3. Assess repair or demolition of unit 34 as the unit is improperly constructed,
4 structurally deficient and at risk of failure, collapse, or otherwise pose a risk to
5 the public. What remains of unit 34 will be permitted, reconstructed and finished
6 to safely house and protect the electrical service supply for the property from the
7 elements and structural failure;

8
9 4. Demolish and dispose of the illegally constructed and unsafe garage carport,
10 storage shed and patio awning cover constructed at unit 1;

11 5. Remove and dispose of all remaining garbage, trash and debris, junk, metal, car
12 parts and scrap remaining around the exterior of unit 1, and any other debris,
13 garbage, junk, trash and debris found in the property's common areas.

14 6. Demolish and dispose of the illegally constructed and unsafe storage shed
15 constructed behind the carport structure at unit 3;

16
17 7. Demolish the following carport structures determined unsafe due to the
18 likelihood they would partially or completely collapse, or have portions likely
19 become detached or dislodged: carports 4, 6, 7, 12, 17, 19, 27, 29, 32, 33 and 37;

20 8. Obtain permits to demolish and construct new stairs, guards, and landings at unit
21 28 to provide safe and adequate egress to and from the unit;

22 9. Obtain permits to address the proper connection of sewer and water facilities to
23 units 31C and unit 40;

24 10. Inspect unit 30 to assess interior conditions related to the City's unsafe posting of
25 the structure. The unit has illegal and improper wiring and fixtures, exposed

1 wiring, and electrical circuitry and wiring modified without permit or inspection.

2 The City will obtain written estimates from licensed contractors to repair or
3 demolish the structure and will pursue the least costly method of
4 repair/demolition. Documentation of estimate and repair/demolition to be
5 provided with return of warrant.

6
7 11. Ensure that a representative from the Lakewood Police Department is present
8 during all site visits authorized by this warrant;

9 12. Finalize the inventory during the abatement for certifying and returning the cost
10 of the warrant of abatement.

11 The cost of abatement shall be assessed against the Property and such assessment shall
12 constitute a lien against the Property which shall be of equal rank with state, county and
13 municipal taxes pursuant to RCW 7.48.280 (Nuisance) and Chapter 35.80 RCW (Dangerous and
14 unfit buildings).

15 The cost of abatement may also be levied as a special assessment pursuant to RCW
16 35.21.955, which authority is supplemental to any existing authority of a city or town to levy an
17 assessment or obtain a lien for costs of abatement. (Nuisance – Special Assessment – Lien).
18 The special assessment shall constitute a lien against the Property, and is binding upon
19 successors in title only from the date the lien is recorded in the county where the affected real
20

21 ///

22 ///

23 ///

24 ///

25

property is located. Up to two thousand dollars of the recorded lien is of equal rank with state,
county, and municipal taxes; and

This Warrant shall expire the 11 day of December 2021, six months from
the date ordering the issuance of the warrant of abatement.

DONE IN OPEN COURT this 11 day of Jan, 2021.


Honorable Philip K. Sorensen

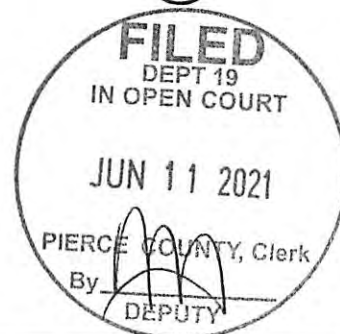
Presented By:

CITY OF LAKEWOOD
HEIDI ANN WATCHER, CITY ATTORNEY

Eileen M. McKain

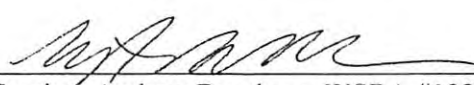
Digitally signed by Eileen M. McKain
Date: 2021.06.11 08:20:53 -07'00'

Eileen M. McKain, WSBA #17792
Assistant City Attorney
Attorney for City of Lakewood



APPROVED AS TO FORM BY:

CAMPBELL BARNETT PLLC
STEPHEN ANDREW BURNHAM


Stephen Andrew Burnham, WSBA #13270
Attorney for Defendants




I, Kevin Clark, Clerk of the above
Court, do hereby certify that this
 foregoing instrument is a true and correct
 copy of the original now on file in my office.
 IN WITNESS WHEREOF, I hereunto set my
 hand and the Seal of said Court this
 day of JUN 11 2021, 20
 Kevin Clark, Clerk

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: April 18, 2022	TITLE: Authorizing the execution of a Memorandum of Understanding between Washington Municipalities related to Opioid Litigation.	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO 2022-29 <input type="checkbox"/> OTHER
REVIEW:	ATTACHMENTS: Memorandum of Understanding	

SUBMITTED BY: Heidi Ann Wachter, City Attorney

RECOMMENDATION: It is recommended that the City Council authorize the execution of a Memorandum of Understanding (MOU) between Washington Municipalities related to the Opioid Litigation.

DISCUSSION: Since 2015, local governments around the Country have been united in efforts seeking to hold the manufacturers, distributors, and pharmacies of opioids responsible for the harms caused to their residents. The City of Lakewood joined in 2018, filing suit against a number of manufacturers, distributors and pharmacies.

The City's outside counsel has prepared a Memorandum of Understanding for all local jurisdictions to join, which will establish a baseline and default allocation system. The defendants have requested this type of allocation agreement to mitigate the delay expected if jurisdictions act individually; a coordinated effort will help spur settlement negotiations. Defendants in these cases are more motivated to resolve litigation completely than in pieces.

ALTERNATIVE(S): The Council can choose not to authorize the execution of the Memorandum of Understanding, which is contrary to advice of our counsel and potentially excludes us from settlements reached by the jurisdictions acting in concert.

FISCAL IMPACT: The MOU does not specify an exact sum in which the City would accept as settlement, but rather establishes a default allocation structure to facilitate resolution. Once the sum is known Council will be asked to consider an addendum.

Heidi Ann Wachter, City Attorney
Prepared by


City Manager Review

Department Director

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

Approved as to Form:

Heidi Ann Wachter, City Attorney

Attest:

Briana Schumacher, City Clerk

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: April 18, 2022	TITLE: Declaring certain real property located in Puyallup, WA surplus property and authorizing the sale of real property.	TYPE OF ACTION: — ORDINANCE NO. <u>X</u> RESOLUTION NO. 2022-03
REVIEW:	ATTACHMENTS: Resolution	— MOTION NO. — OTHER

SUBMITTED BY: Heidi Ann Wachter, City Attorney


RECOMMENDATION: The City Council must approve the Resolution declaring certain real property located at 12721 130th St CT E, Puyallup, WA surplus and authorizing the sale of real property in order for the City to sell the property and deposit proceeds into the appropriate account.

DISCUSSION: The City acquired certain real property located at 12721 130th St CT E, Puyallup, WA pursuant to civil asset seizure and forfeiture action pursuant to RCW 69.50.505, captioned as *City of Lakewood Police Department vs. Jaimie Yehing Chen, Pierce County Superior Court Case no. 21-2-06132-1*. On December 3, 2021, all claims and causes in the associated action were resolved and granted the City of Lakewood ownership and/or right to possession of the property.

Proceeds from property obtained via seizure and forfeiture are restricted and the City does not have use for the property that would comply with such restriction. Once the property is declared surplus, the City can sell it and deposit the proceeds in an appropriate fund.

ALTERNATIVE(S): The City Council may modify or reject approval of the Resolution but cannot use proceeds from this type of seizure other than as proscribed by law; specifically, such proceeds must be used in support of drug enforcement work and cannot supplant current funding for such work.

FISCAL IMPACT: The sale of the property will allow expenditure of the funds in compliance with state law.

Heidi Ann Wachter Prepared by	 City Manager Review
_____ Department Director	

RESOLUTION NO. 2022-03

A RESOLUTION of the City Council of the City of Lakewood, Washington, declaring certain real property located in Puyallup, WA surplus property and authorizing the Sale of Real Property.

WHEREAS, the City of Lakewood acquired real property known as 12721 130th St Ct E, Puyallup, WA (Assessor's Parcel No. 0419145049), incidental to the settlement of Pierce County Superior Court Case #21-2-06132-1, captioned City of Lakewood, Lakewood Police Department vs. Real Property Known As 12721 130th St CT E, Puyallup, WA; Parcel No. 0419145049 and all appurtenances and improvements thereon, and Real Property Known As 519 Kitsap Ave NE, Renton, WA; Parcel No. 770820-0380 and all appurtenances and improvements thereon, Defendants in Rem. Interested Party: Jaimie Yejing Chen, John/Jane Doe, Spouse of Jaimie Yejing Chen and the marital community; and

WHEREAS, the use of this property by the City is proscribed by state law restricting the use of forfeited property, RCW 69.50.505; and

WHEREAS, City of Lakewood no longer has any further use for this real property; and

WHEREAS, the sale of the property will allow expenditure of the funds in compliance with State law;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, HEREBY RESOLVES, as follows:

Section 1. That real property with the Assessor's Parcel #0419145049 ("Subject Property") and as designated on the attached map labeled Exhibit "A," is declared to be surplus property.

Section 2. That the City Manager or designee is authorized to execute appropriate documents relative to the purchase and sale of the Subject Property. The City Manager or designee is directed to employ any commercially reasonable method, to include, but not limited to auction, private sale, sealed bid, or employment of a broker or agent to obtain the maximum possible sale price.

Section 3. Any actions taken by the City Manager or designees to-date in connection

with the purchase and sale of the Subject Property be and hereby are ratified.

Section 4. This Resolution shall be in full force and effect upon passage and signatures hereon.

PASSED by the City Council this 18th day of April, 2022.

CITY OF LAKEWOOD

Jason Whalen, Mayor

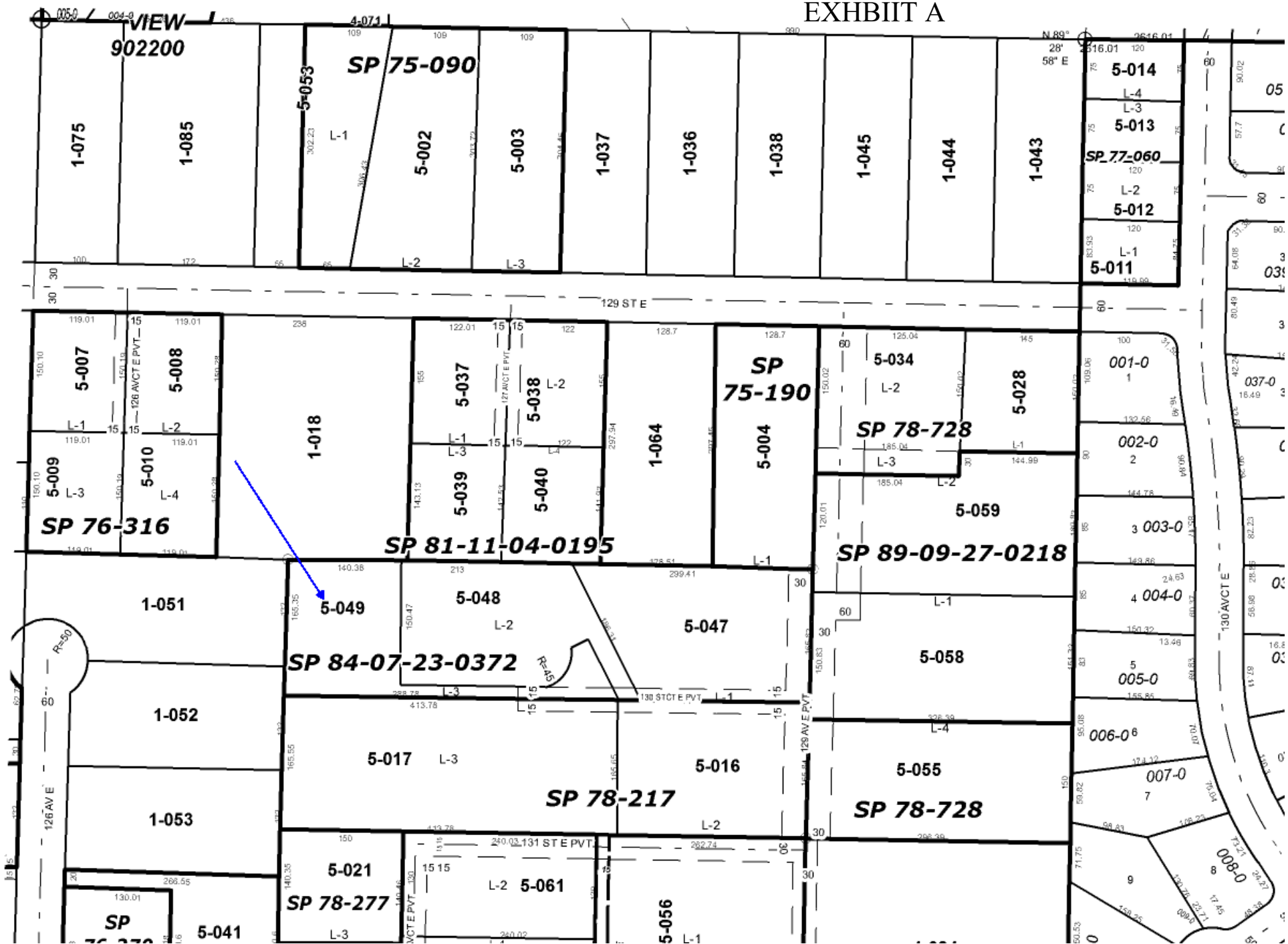
Attest:

Briana Schumacher, City Clerk

Approved as to form:

Heidi Ann Wachter, City Attorney

EXHIBIT A



FOR INFORMATIONAL PURPOSES ONLY. We assume no liability for loss incurred by reason of reliance thereon.



**JOINT PARKS & RECREATION ADVISORY BOARD AND
LAKEWOOD HERITAGE ADVISORY BOARD MEETING
MINUTES
Tuesday February 22, 2022– 5:30 PM
Zoom Meeting**

CALL TO ORDER

Jason Gerwen called the meeting to order at 5:31 p.m.

ATTENDANCE

PRAB Members Present: Jason Gerwen-Chair, Vito Iacobazzi-Vice-Chair, Sylvia Allen, Alan Billingsley, Michael Lacadie, Fred Ramey, Janet Spingath

LHAB Members Present: Glen Spieth, Joan Cooley, Christina Manetti, Behene Campbell

Youth Council: Brandon Elliott, absent

PRAB Staff Present: Mary Dodsworth – Director, Nikki York – Office Assistant

LHAB Staff Present: Courtney Brunell

Council Liaison: Don Anderson, Paul Bocchi

APPROVAL OF MINUTES: Alan Billingsley moved and Michael Lacadie seconded the motion to approve the minutes of the February 1, 2022 meeting as written. MPU.

LHAB minutes needed a correction to list Christina Manetti as Vice-Chair. Christina Manetti made a motion to accept the minutes as corrected. Joan Cooley seconded. MPU.

Public Comments: No public comments

NEW BUSINESS:

Update to City Naming Policy: Mary Dodsworth provided history, council comments, review process, public hearing and next steps. The first application process was in honor of Dr. Claudia Thomas. Since Fort Steilacoom Park is a beloved park, the public was against changing the name. Mary reviewed the feedback from the first review process. Christina Manetti asked about who can make a request. Anyone can submit an application but there does need to be some kind of broad community support. She also commented that there seems to be the need to communicate things to the entire city. Glen Spieth commented that renaming a street has impact of everyone living on that street will need to change their address. Mary Dodsworth asked about maybe changing it to an honorary name. Jason Gerwen suggested a petition for broad community outreach. Could we look at about 1% of the population or about 1000 people sign, then at least it warrants that the word is out and people know about it. We want to make sure the community knows about this but not so difficult that it makes it impossible. He also responded to Christina Manetti's comment about the difficulty of the public hearing the information. This is an ongoing issue in all municipalities but they are trying to get the message to the community but know that staff is trying their darndest. He also addressed the board member abstaining, giving the board members the ability to abstain should be allowed.

Suggested changes were to advise the time and add expectations to the person that submitted the application. The application can be shared with LHAB to provide information for the staff report. Public input will be taken at a public hearing. PRAB will review the request and then send the recommendation to the City Council. Fred Ramey asked about what kind of recommendation that the PRAB can make. Mary Dodsworth advised that we would make it clear what topics would be considered so that the public would have the opportunity to comment. Mary Dodsworth reviewed the criteria that should be considered for naming or renaming a park. Glen would like more communication between LHAB and PRAB. Michael Lacadie asked about sharing the PRAB recommendation with LHAB prior to sending to council. Mary Dodsworth agreed that would be a good process to follow. Jason Gerwen asked about in the criteria having something that silly suggestions will be lifted from consideration. Alan Billingsley pointed out that it's covered under the question, how will the new name create an enduring legacy? Vito Iacobazzi asked about having a couple of public meetings. Councilmember Anderson confirmed that council wanted to have some type of threshold regarding broad public support and a petition seems to be a good method to use. He noted the work that goes into the process by the city and the Board, and that that shouldn't be initiated or generated by one person. He clarified that the Board should make a recommendation regarding the "request" as noted on the application, posting, staff report and public process. Only consider what has been requested. He liked the comments regarding Council can make a recommendation regarding naming or renaming a city facility and can refer it to the PRAB. And agreed that Council doesn't need to meet the petition threshold but the recommendation should still go through the public process.

Park Touring Map Partnership Discussion: Courtney Brunell provided information regarding updates to the historical driving touring map. Primary distribution is 4th grade classrooms. The question came up to include city parks, which city parks would make sense to identify on a historic map. Glen Spieth commented that including parks on the map would make it a bit busier but that would be ok. Alan Billingsley loves the idea of showing 4th graders where local Parks are even if it were on a separate sheet. Mary Dodsworth asked about including the Nisqually Tribe for historic sites. Christina Manetti suggested including other local tribes as well and that native history should be included. Jason Gerwen commented that parks are a huge part of our heritage. The board agreed that it would be nice for all parks to be included. Courtney Brunell said they will bring back a draft prior to final approval.

Directors Report: Tabled until next month.

Board Comments:

Jason Gerwen thanked LHAB and the Council Members for joining the meeting.

NEXT MEETING: The next meeting is the a regular PRAB meeting on Tuesday, March 22, 2022 at 5:30 p.m. This will be a virtual Zoom Meeting.

ADJOURNMENT: Vito Iacobazzi made a motion to adjourn the meeting at 6:44 p.m. Fred Ramey seconded. MPU.



Jason Gerwen, Chairman

Nikki York

Nikki York, Office Assistant



**PLANNING COMMISSION
REGULAR MEETING MINUTES
March 2, 2022
Virtual Meeting via ZOOM
6000 Main Street SW, Lakewood, WA 98499**

Call to Order

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

Roll Call

Planning Commission Members Present: Don Daniels, Chair; Paul Wagemann, Ryan Pearson, Phillip Combs, Brian Parsons, and Linn Larsen

Planning Commission Members Excused: None

Commission Members Absent: None

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

Council Liaison: Paul Bocchi (present)

Approval of Minutes

The minutes of the meeting held on February 2, 2022 were approved as written by voice vote M/S/C Wagemann/Larsen. The motion carried, 5 - 0.

Agenda Updates

Staff requested that the Title 18A and 18C Parking presentation be moved forward ahead of the Shoreline Master Plan and Restoration Program presentation.

Public Comments

This meeting was held virtually to comply with Governor Inslee's Emergency Proclamations 20-28 and its addendums. No public comments were received.

Chair Daniels introduced the newly appointed commissioner, Mr. Robert Estrada, to the group.

Public Hearings

None

Unfinished Business

None

New Business

LMC Titles 18A and 18C Parking Presentation (2022 Comprehensive Plan Amendment Docket Item 2022-07)

Ms. Courtney Brunell reviewed amendment 2022-07 Parking Requirements in LMC Chapters 18A.80 (Citywide) and 18.600 (Lakewood Station District Subarea Plan.) Ms. Brunell explained that seeing the practical application of the recently adopted code provisions, the City feels it would be beneficial to revisit our existing standards to affirm the language and evaluate the need for any amendments.

Commissioners reviewed and discussed three examples of new developments exercising these requirements. Staff asked for comments regarding consideration of code amendments to require a set of uncovered or undesignated guest parking spaces for multifamily developments; requirements for direct/integrated pedestrian access between offsite parking locations; and if the Multifamily Parking Standards number of parking spaces per dwelling unit still makes sense.

The commission agreed that a tiered approach with a sliding scale to number of parking spaces would work best.

Shoreline Master Plan and Restoration Program Presentation

An annual report is provided by organizations and individuals who have conducted shoreline restoration activities within the City. The commission is to determine whether or not to recommend amendments to the Restoration Plan for Council consideration. Several potential amendments to the Restoration Plan were included in the reviewed memorandum.

The Chambers-Clover Creek Watershed Council presentation was titled *Historic Flows, Flow Problems and Fish Presence in Clover Creek*. Presentations were heard from Al Schmauder Chambers-Clover Creek Watershed Council; Janet Spingath, American Lake Improvement Club & Friends of Waughop Lake; Kim Underwood, Landowner and Concerned Lakewood Citizen living on Clover Creek; and Eric Seibel, Tahoma Audubon Society. Dana Coggon, Director, Pierce Conservation District and Melissa Buckingham, Pierce Conservation District spoke in favor of and offered support to the Restoration Program.

Ms. Speir introduced two proposed amendments to the 2019 Shoreline Restoration Plan then provided an update of ongoing City efforts, including Springbrook Park Clover Creek Restoration; American Lake Park Access Upgrades; Clover Creek Flood Mitigation Alternatives Study; and the Waughop Lake Alum Treatments.

Report from Council Liaison

Councilmember Mr. Paul Bocchi did not make any updating comments at this meeting.

Reports from Commission Members and Staff

Tillicum Neighborhood Plan Update Status

Ms. Tiffany Speir reviewed the 22 CPA 2022-02: Tillicum Neighborhood Plan and Center of Local Importance. The 2011 plan had 67 implementation strategies a table was used to show the progress being made on the plan. It was explained that the CoLI will be renamed to Center of Municipal Importance (CoMI).

In the next update, Ms. Speir will discuss the potential Tillicum CoLI/CoMI boundary change to reflect existing and planned development patterns as well as the edited language and maps in the Comprehensive Plan re Tillicum Neighborhood & re Tillicum CoMI.

Future Planning Commission Agenda Topics

03/16/2022: Public Hearing on Shoreline Restoration Plan amendments; Climate Change Implementation Plan Review

04/06/2022: Action on Shoreline Restoration Plan amendments; action on Climate Change Implementation Plan; Review of 2022 Comprehensive Plan Amendments and SEPA Analysis for amendments 2022-01, -03, -05, and -06.

Next Regular Meeting would be held as a hybrid in-person/remote meeting on March 16, 2022.

Meeting Adjourned at 8:18 p.m.


Don Daniels, Chair
Planning Commission 03/30/2022


Karen Devereaux, Recording Secretary
Planning Commission 03/30/2022



**PLANNING COMMISSION
SPECIAL MEETING MINUTES
March 30, 2022
Hybrid In-Person/Virtual Meeting via ZOOM
6000 Main Street SW, Lakewood, WA 98499**

Call to Order

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

Roll Call

Planning Commission Members Present: Don Daniels, Chair; Ryan Pearson, Phillip Combs, Brian Parsons, and

Planning Commission Members Excused: Linn Larsen and Paul Wagemann

Commission Members Absent: None

Staff Present: David Bugher, Director, Community & Economic Development; Tiffany Speir, Long Range & Strategic Planning Manager; and Karen Devereaux, Administrative Assistant

Council Liaison: Paul Bocchi (present)

Approval of Minutes

The minutes of the meeting held on March 2, 2022 were approved as written by voice vote M/S/C Pearson/Estrada. The motion carried, 4 - 0.

Agenda Updates

None

Public Comments

No public comments were received.

Public Hearings

None

Unfinished Business

None

New Business

Review of Proposed Climate Change Implementation Plan per City Council Direction

Mr. David Bugher explained that on January 5, 2022 the Planning Commission adopted a three-year climate change work plan. On February 14, Commission's recommendations were forwarded to the City Council for review and consideration. The Council requested that each measure within the work plan be scored for importance and that target metrics and estimated costs be established. On March 30, the work was completed by staff and presented to the Commission for additional review.

Mr. Bugher described how he established the climate change metric using metrics in combination: monetary value; number; difficulty; priority; and timing. Under the categories were also sub-categories. From those subcategories a score sheet was developed using numeric ratings.

Mr. Bugher reviewed the four attachments included in the agenda packet, listed below:

1. Approved Climate Change Action Plan Items (July 6, 201 Adoption, Ordinance No. 756)
2. Lakewood Planning Commission Climate Change Recommended Work Plan January 5, 2022
3. Climate Change Metric Analysis

4. Work Plan Items Sorted by Importance (lower the number the higher the importance)

Mr. Bugher informed Commissioners that the review of the 2022 Pierce County Solid and Hazardous Waste Management Plan (SHWMP) update would be added to the Climate Change Work Plan Items.

Commissioners expressed a desire to make noticeable impacts on reducing greenhouse gases and discussed the effects of citizens' use of gas vehicles and where to place electric charging stations to implement the most use and impact.

Commissioners examined ways to develop annual measurements to quantify results and impacts of the Climate Change Work Plan realizing it will be difficult without hiring a consultant and data will need to be tracked over a significant length of time.

Report from Council Liaison

Councilmember Mr. Paul Bocchi updated commissioners on the following topics:

- City has scheduled a list of community events such as the Reel Life 96 film competition held at the McGavick Center on March 19
- Spring 2022 Community Clean Up would be held on April 9 & 10 at the Lakewood Transfer Station
- Park Appreciation Day April 23 would be celebrated at Ft. Steilacoom Park
- Mayor's bi-monthly Community Coffeehouse Events on Thursdays (the next meeting would be on May 26; view more information at <https://cityoflakewood.us/coffeehouse/>)

Reports from Commission Members and Staff

Ms. Tiffany Speir reviewed the following topics slated for discussion at the April 6 meeting:

Future Planning Commission Agenda Topics

04/06/2022: Public Hearing on Amendments to the Shoreline Restoration Plan; Action on Climate Change Implementation Plan; Economic Development Strategy Draft Plan; Review of 2022 Comprehensive Plan Amendments for Amendments 2022-01, -03, -05, and -06.

Next Regular Meeting to be held as a hybrid in-person/remote Zoom meeting on April 6, 2022.

Meeting Adjourned at 7:14 p.m.



Don Daniels, Chair
Planning Commission 04/06/2022



Karen Devereaux, Recording Secretary
Planning Commission 04/06/2022

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: April 18, 2022	TITLE: Public Hearing - Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) program funding allocations for FY 2022	TYPE OF ACTION: _____ ORDINANCE NO. _____ RESOLUTION NO. _____ MOTION NO. <u> X </u> OTHER
REVIEW: February 28, 2022 March 21, 2022	ATTACHMENT(S): None.	

SUBMITTED BY: Jeff Gumm, Housing Programs Manager, and Dave Bugher, Assistant City Manager, Development Services.

RECOMMENDATION: Open and close a public hearing on the HUD, CDBG/HOME FY 2022 Annual Action Plan.

DISCUSSION: This memorandum provides the City Council with a brief description of the review and approval process associated with the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) program funding allocations for FY 2022 (July 1, 2022 – June 30, 2023).


As part of the CDBG and HOME consolidated planning process, grantees are required to include a public participation component as it determines how funding is be allocated to meet housing and community development needs for low- and moderate-income individuals. This public process involves two steps- a public hearing during development of the plan, and a minimum 30-day comment period to receive comments from citizens on the consolidated plan specifics. The process began on October 27, 2021 with a public hearing to receive testimony on housing, human services, and community development needs. To complete the public participation component, the City is providing for a 30-day public comment period (April 1, 2022 – April 30, 2022) and is holding a public hearing on April 18, 2022 to accept comments on the City’s proposed use of funds for FY 2022.

Timeline: The timeline below provides milestones and upcoming actions relating to the FY 2022 Annual Action Plan.

- October 27, 2021 – Public hearing to receive input on housing, human services and community development needs. *(See next page.)*

ALTERNATIVE(S): Not applicable.

FISCAL IMPACT: See the tables fund within the body of this report.

Jeff Gumm	 _____ City Manager Review
Prepared by	
D. Bugher	
Department Director	

DISCUSSION CONTINUED:

- February 28, 2022 – City Council review of CDBG/HOME priorities and update on related housing programs.
- March 2, 2022 – CSAB reviewed proposed funding opportunities for FY 2022 CDBG and HOME programs. The Board supported the recommendations as described and felt they were on target to meet the City’s current goals and priorities.
- March 21, 2022 – Council review of Draft FY 2022 Annual Action Plan for CDBG and HOME funding.
- April 1 - April 30, 2021 – Formal citizen review & comment period for Plan.
- April 18, 2022 – ***Lakewood City Council conducts public hearing on the Draft Annual Action Plan.***
- May 2, 2022 – Lakewood City Council adopts FY 2022 Annual Action Plan.
- May 13, 2022* – Submit Annual Action Plan to HUD. Submittal to be made jointly with Lakewood and Tacoma due to HOME Consortium status.

**This date is likely to be delayed slightly as HUD has not yet finalized actual grant award amounts for grantees. HUD recently notified grantees that it anticipates grantee’s allocations will be made available on or around May 13, 2022. Grantees must not submit a final Annual Action Plan until allocations are finalized and grantees officially notified.*

FY 2022 Annual Action Plan:

Tables 1 and 2 below provide a listing of CDBG and HOME funds available and proposed use of funds for the upcoming fiscal year. Should Lakewood’s CDBG and HOME allocations differ from the allocations as estimated, staff is recommending a pro rata adjustment to all proposed uses of funds.

TABLE 1 HOME FUNDING RECOMMENDATIONS – FY 2022					
	HOME	Reprogrammed HOME	Program Income	TOTAL	Consistent With 5-YR Goal
Affordable Housing Fund	\$291,901	\$35,880.58	\$0	\$327,781.58	#2 – Affordable rental and homeowner opportunities (Habitat or LASA Project – 6 households)
Down Payment Assistance	\$0	\$0	\$187,751.32	\$187,751.32	#2 – Affordable rental and homeowner opportunities (3 households)
Administration (Tacoma 10%)	\$32,434	\$0	\$0	\$32,434	Administration (Tacoma 10%)
Total Funding	\$324,335*	\$35,880.58**	\$187,751.32	\$547,966.90	
<i>*Estimated HOME allocation (2021 allocation was \$321,730).</i>					
<i>**Reprogrammed funding \$35,880.58 (FY 2021 Emergency Tenant-Based Rental Assistance).</i>					

TABLE 2
CDBG FUNDING RECOMMENDATIONS – FY 2022

	CDBG	Reprogrammed CDBG	Program Income	TOTAL	Consistent With 5-YR Goal
Housing – Major Home Repair	\$155,095.20	\$66,417.67	\$35,000	\$256,512.87	#1 – Housing Instability, including homelessness (10 households)
Down Payment Assistance	\$0	\$0	\$75,000	\$75,000	#2 – Affordable rental and homeowner opportunities (1 household)
Housing – PCHA Village Square/Oakleaf Apts. Rehab.	\$200,000	\$0		\$200,000	#2 – Affordable rental and homeowner opportunities (64 households)
Services – CDBG Emergency Payments Program	\$100,000	\$0		\$100,000	#3 – Need for accessible culturally competent services (35-50 households/ 80 individuals)
CDBG Admin of HOME Housing Services	\$15,000	\$0		\$15,000	#2 – Housing Instability, including homelessness (6 households)
Administration	\$117,523.80	\$0		\$117,523.80	Administration
NSP1 Abatement Program	\$0	\$0	\$50,000	\$50,000	#1 – Housing Instability, including homelessness (3 buildings demolished)
Total Funding	\$587,619*	\$66,417.67**	\$160,000^	\$814,036.67	

**Estimated CDBG allocation (2021 allocation was \$581,801).*

***Reprogrammed funding \$66,417.67 (FY 2020 Administration).*

^Program Income: The City anticipates approximately \$160,000 in program income to be received in repayments from the Major Home Repair and Down Payment Assistance Revolving Loan Fund (\$110,000) and NSP1 Abatement Fund (\$50,000). Program income will be used in accordance with HUD's requirements for RLF funds to be used to fund similar activities.



TO: Mayor and City Councilmembers

FROM: Jeff Gumm, Program Manager

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

DATE: April 18, 2022

SUBJECT: Public Hearing on FY 2022 Annual Action Plan

Introduction: This memorandum will provide the City Council with a brief description of the review and approval process associated with the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) program funding allocations for FY 2022 (July 1, 2022 – June 30, 2023).

Public Participation Process: As part of the CDBG and HOME consolidated planning process, grantees are required to include a public participation component as it determines how funding is be allocated to meet housing and community development needs for low- and moderate-income individuals. This public process involves two steps- a public hearing during development of the plan, and a minimum 30-day comment period to receive comments from citizens on the consolidated plan specifics. The process began on October 27, 2021 with a public hearing to receive testimony on housing, human services, and community development needs. To complete the public participation component, the City is providing for a 30-day public comment period (April 1, 2022 – April 30, 2022) and is holding a public hearing on April 18, 2022 to accept comments on the City's proposed use of funds for FY 2022.

Timeline: The timeline below provides milestones and upcoming actions relating to the FY 2022 Annual Action Plan.

- October 27, 2021 – Public hearing to receive input on housing, human services and community development needs.
- February 28, 2022 – City Council review of CDBG/HOME priorities and update on related housing programs.
- March 2, 2022 – CSAB reviewed proposed funding opportunities for FY 2022 CDBG and HOME programs. The Board supported the recommendations as described and felt they were on target to meet the City's current goals and priorities.

- March 21, 2022 – Council review of Draft FY 2022 Annual Action Plan for CDBG and HOME funding.
- April 1 - April 30, 2021 – Formal citizen review & comment period for Plan.
- April 18, 2022 – *Lakewood City Council conducts public hearing on the Draft Annual Action Plan.*
- May 2, 2022 – Lakewood City Council adopts FY 2022 Annual Action Plan.
- May 13, 2022* – Submit Annual Action Plan to HUD. Submittal to be made jointly with Lakewood and Tacoma due to HOME Consortium status.
**This date is likely to be delayed slightly as HUD has not yet finalized actual grant award amounts for grantees. HUD recently notified grantees that it anticipates grantee's allocations will be made available on or around May 13, 2022. Grantees must not submit a final Annual Action Plan until allocations are finalized and grantees officially notified.*

FY 2022 Annual Action Plan:

Tables 1 and 2 below provide a listing of CDBG and HOME funds available and proposed use of funds for the upcoming fiscal year. Should Lakewood's CDBG and HOME allocations differ from the allocations as estimated, staff is recommending a pro rata adjustment to all proposed uses of funds.

TABLE 1 HOME FUNDING RECOMMENDATIONS – FY 2022					
	HOME	Reprogrammed HOME	Program Income	TOTAL	Consistent With 5-YR Goal
Affordable Housing Fund	\$291,901	\$35,880.58	\$0	\$327,781.58	#2 – Affordable rental and homeowner opportunities (Habitat or LASA Project – 6 households)
Down Payment Assistance	\$0	\$0	\$187,751.32	\$187,751.32	#2 – Affordable rental and homeowner opportunities (3 households)
Administration (Tacoma 10%)	\$32,434	\$0	\$0	\$32,434	Administration (Tacoma 10%)
Total Funding	\$324,335*	\$35,880.58**	\$187,751.32	\$547,966.90	
<i>*Estimated HOME allocation (2021 allocation was \$321,730). **Reprogrammed funding \$35,880.58 (FY 2021 Emergency Tenant-Based Rental Assistance).</i>					

TABLE 2
CDBG FUNDING RECOMMENDATIONS – FY 2022

	CDBG	Reprogrammed CDBG	Program Income	TOTAL	Consistent With 5-YR Goal
Housing – Major Home Repair	\$155,095.20	\$66,417.67	\$35,000	\$256,512.87	#1 – Housing Instability, including homelessness (10 households)
Down Payment Assistance	\$0	\$0	\$75,000	\$75,000	#2 – Affordable rental and homeowner opportunities (1 household)
Housing – PCHA Village Square/Oakleaf Apts. Rehab.	\$200,000	\$0		\$200,000	#2 – Affordable rental and homeowner opportunities (64 households)
Services – CDBG Emergency Payments Program	\$100,000	\$0		\$100,000	#3 – Need for accessible culturally competent services (35- 50 households/ 80 individuals)
CDBG Admin of HOME Housing Services	\$15,000	\$0		\$15,000	#2 – Housing Instability, including homelessness (6 households)
Administration	\$117,523.80	\$0		\$117,523.80	Administration
NSP1 Abatement Program	\$0	\$0	\$50,000	\$50,000	#1 – Housing Instability, including homelessness (3 buildings demolished)
Total Funding	\$587,619*	\$66,417.67**	\$160,000^	\$814,036.67	

*Estimated CDBG allocation (2021 allocation was \$581,801).

**Reprogrammed funding \$66,417.67 (FY 2020 Administration).

^Program Income: The City anticipates approximately \$160,000 in program income to be received in repayments from the Major Home Repair and Down Payment Assistance Revolving Loan Fund (\$110,000) and NSP1 Abatement Fund (\$50,000).

Program income will be used in accordance with HUD's requirements for RLF funds to be used to fund similar activities.



March 29, 2022

John J. Caulfield
City Manager
Lakewood, Washington
Via email

RE: CDBG Grant application requested information response

Dear Mr. Caulfield

Pierce County Housing Authority is appreciative of the Lakewood City Council's consideration of our request for CDBG funds to provide the necessary maintenance of your rental communities of Oak Leaf and Village Square. We operate these communities with some units for homeless individuals that require ongoing services provided through our partnership with two local non-profits. We provide the housing and a part of the rent and they provide on-going mental health services.

At your Weekly Council Meeting held March 21st after reviewing the proposed use of CDBG funds that included the proposed grant to Pierce County Housing Authority two questions were raised that this letter is intended to answer.

1) Does the Authority understand they have responsibility for cost overruns?

The Authority understands that any cost overruns are not covered by the grant. Further, PCHA has the financial capacity to cover the overruns should there be any.

2) Given the history of the Authority, what has been done to improve the Authority and what are plans for the future?

The Authority's Leadership Team has been replaced and strengthened by experienced individuals to include myself, as the new Executive Director, a new Director of Operations, and a new Director of Project Management. The County Council has provided us two community leaders, with Housing Authority Board experience. Ken Miller and Willie Stewart joined our Board of Commissioners last month.

Operational changes included the rewriting of our accounting policies with the necessary controls to assure compliance and security going forward. We are 80% complete in installing a new, state of the art, integrated financial software package intended to provide accurate, reliable and timely information with all the proper controls. To assure quality service to our community, Pierce County Housing Authority is the only Authority in Washington that did not work remote during Covid. The most exciting change operationally is we began the process of selling our 124, scattered site, single family, public housing units.



2.) *Given the history of the Authority, what has been done to improve the Authority and what are plans for the future?(Continued)*

With the sales process we are working with Habitat for Humanity of Pierce County to assure our public housing homes will be sold to low- and moderate-income home buyers and not to investors or speculators. The net proceeds of the sale are estimated to be over \$30 million. Preliminary estimates project the proceeds can be leveraged with our \$32 million in annual rental subsidy we administer for HUD and other affordable housing programs to provide \$300 to \$400 million in new affordable workforce and low-income, rental units in the County.

We appreciate the past partnerships with the city of Lakewood and look forward to many more opportunities to further affordable housing in the Lakewood.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Stretz", is written over the printed name and title.

Jim Stretz
Executive Director

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

April 18, 2022

REVIEW:

April 18, 2022

TITLE: Authorization of the City Hall Redesign Contract

ATTACHMENTS:

Scope of Work

City ARPA Contract

TYPE OF ACTION:

— ORDINANCE NO.

— RESOLUTION NO.

X MOTION NO. 2022-30

— OTHER

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

RECOMMENDATION: The City Council should authorize the City Hall Redesign Study Contract with Mackenzie, an architecture, engineering, design, and planning firm that was chosen from the City's competitive RFQ process.

DISCUSSION: The City Council allocated \$100,000 from the City's American Rescue Plan Act (ARPA) funds to produce a City Hall Redesign Study that examines how City Hall may be optimized in terms of departmental space needs. An additional \$30,000 was allocated for this project in the 2021 Carry Forward Budget Adjustment, bringing the total budget for the project to \$130,000.

It has been long observed that City staff do not need the full three floors of City Hall to operate effectively, especially with teleworking policies widely adopted by City staff anticipated to continue for the foreseeable future.

The three goals of the study are to perform a needs assessment of City staff to obtain the space needs for each department, produce three floor plans informed by the needs assessment results, categorized by low, medium, and high costs, and produce cost estimates for each floor plan. City representatives working with the Mackenzie team will advocate for consolidating City staff to two floors, with the potential to lease out a floor to community organizations.

ALTERNATIVE(S): The City Council may reject the Scope of Work and propose modifications, in which case negotiations between the City and Mackenzie will restart.

FISCAL IMPACT: The City Hall Redesign Study Contract with Mackenzie has a final cost Not To Exceed \$121,863. A 5% ARPA administration cost of \$5,000 based on the \$100,000 ARPA funds allocated for this project also applies, bringing the final project cost to **\$126,863**.

Michael Vargas

Prepared by

John Caulfield

Department Director


City Manager Review



6000 Main St. SW, Lakewood WA 98499
253.589.2489

CITY OF LAKEWOOD
American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (CSLFRF)
SUBAWARD NO. 2022-XXX

City of Lakewood, WA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Award

Federal Award Identification: OMB Approval No. 1505-0271 / ST 9045

Unique Entity Identifier: 91-1698185

Federal Awarding Agency: US Department of the Treasury

Assistance Listing Number and Title: 21.027

THE AWARD IN THIS AGREEMENT FOR SERVICES IS A SUBAWARD OF ARPA CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FUNDS. THE SUBRECIPIENT/CONTRACTOR IS SUBJECT TO ANY AND ALL COMPLIANCE REQUIREMENTS AND REPORTING REQUIREMENTS FOR USE OF AND FOR EXPENDITURES OF CSLFRF FUNDS. See Attachments A, B, E, F and G.

THIS AGREEMENT is entered into by and between the City of Lakewood, Washington, a code City duly organized and existing pursuant to laws of the State of Washington, hereinafter referred to as the “City”, and _____, hereinafter referred to as the “Subrecipient/Contractor.”

Subrecipient/Contractor Address: _____

UEI No.: _____

Unique Entity Identifier required. Administered at
www.sam.gov

DUNS No.: _____

SAM.GOV. No.: _____

Project Title: _____

Main Contact Name: _____

Main Contact Address: _____

Contact Email: _____

Contact Phone: _____

Subaward Start Date: Date of Execution

Subaward End Date*: 12/31/2022

Subaward Total:\$ _____

Account No.: ARPA Special Revenue Fund 196.

*For multi-year Subawards, the City and the Subrecipient/Contractor will review the Scope of Work (Attachment C) and Budget (Attachment D) at least annually and may, by written mutual consent, amend either or both.

To be filled out by City:

ARPA Category: **6: Revenue Replacement**

ARPA Expenditure Category: **6.1 Provision of Government Services**

Formal notice or communication to be given under this Agreement shall be deemed properly given if delivered or if mailed postage prepaid and addressed to:

CITY OF LAKEWOOD CONTACTS:		SUBRECIPIENT/CONTRACTOR CONTACT:
Name:	Tiffany Speir	Name:
Title:	ARPA Program Manager	Title:
Email:	tspeir@cityoflakewood.us	Email:
Phone:	253.983.7702	Phone:
Address:	6000 Main St. SW Lakewood WA 98499	Address:
Name:	Michael Vargas	
Title:	Assistant to the City Manager/Policy Analyst	
Email:	mvargas@cityoflakewood.us	
Phone:	253.983.7717	
Address:	6000 Main Street SW Lakewood, WA 98499	

WHEREAS, the City has determined the need to have certain ARPA-eligible services performed for its citizens; and,

WHEREAS, ARPA authorizes local governments to provide financial support to 3rd parties (other government units, non-profits, etc.) to in turn assist people and businesses; and

WHEREAS, the City desires to have the Subrecipient/Contractor perform such services pursuant to certain terms and conditions, now, therefore,

In CONSIDERATION of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Subrecipient/Contractor shall provide services and comply with the requirements set forth in this Subaward and attachments, incorporated into this Subaward by reference:

Attachment A: General Terms and Conditions – *ARPA Conditions*

Attachment B: Federal Terms and Conditions – *ARPA Conditions*

Attachment C: **Scope of Work**

Attachment D: **Budget**

Attachment E: Reporting Requirements – *ARPA Conditions*

Attachment F: ARPA Expenditure Categories and Subcategories

Attachment G: Notice of Lakewood ARPA Grant Award (OMB Approved No. 1505-0271 / ST 9045) – *ARPA Conditions*

1. Scope of Services to be Performed by Subrecipient/Contractor. The Subrecipient/Contractor shall perform those services described in “**Attachment C, Scope of Work**” attached hereto and incorporated herein by this reference. In performing such services, the

Subrecipient/Contractor shall at all times comply with all Federal, State, and local statutes, ordinances and rules applicable to the performance of such services and the handling of any funds used in connection therewith. The Subrecipient/Contractor shall request, in writing, prior approval from the City whenever the Subrecipient/Contractor desires to amend the scope of services.

Subrecipient/Contractor shall perform all services identified in Attachment C, Scope of Work, in accordance with “**Attachment A, General Terms and Conditions,**” “**Attachment B, Federal Terms and Conditions,**” “**Attachment E, Reporting Requirements,**” “**Attachment G, City of Lakewood ARPA Notice of Grant Award (OMB Approved No. 1505-0271 / ST 9045),**” and with all applicable professional standards.

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

3. Compensation and Methods of Payment. The City shall **reimburse** the Subrecipient/Contractor for services rendered as set forth in “**Attachment D, Budget**” attached hereto and incorporated herein by this reference. Compensation shall be paid by the City following receipt of a properly completed Invoice and Reimbursement Request.

The Subrecipient/Contractor shall submit requests to the City for payment on a monthly basis. The invoices will be based on actual costs and include supporting documentation. Within Thirty (30) days after receiving the invoice, the City shall remit payment to the Subrecipient/Contractor. Any/all requests for reimbursement shall not exceed the proportionate amount of contracted outputs identified and set forth in Attachment D.

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

5. Duration of Subaward. This Subaward shall be in full force and effect for a period commencing on the day it is fully executed and ending on the 31st day of December, 202², unless sooner terminated under the provisions hereinafter specified.

6. Independent Contractor. The Subrecipient/Contractor and City agree that the Subrecipient/Contractor is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Subaward shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Subrecipient/Contractor nor any employee of the Subrecipient/Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall not be responsible for withholding or otherwise

deducting federal income tax or social security payments or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any other employee of the Agency.

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

8. Insurance.

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

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

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

9. Record Keeping and Reporting.

A. The Subrecipient/Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Subaward and other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Subaward and compliance with this Contract. The Subrecipient/Contractor shall notify the City within ten (10) days of any significant change in program personnel.

B. **The Subrecipient/Contractor shall maintain these records through December 31, 2031 or for (7) years after termination hereof** unless permission to destroy them is granted by the office of the archivist in accordance with Chapter 40.14 RCW and by the City.

C. The Subrecipient/Contractor shall provide quarterly activity reports to the City containing program goals and outputs. A quarterly Activity report will accompany the quarterly Reimbursement Request and due on the same dates as set forth in Section 3 (Compensation and Methods of Payment). **Payment for services will not be made if output reports are not received by the last day of the following month in which services were provided.**

D. The Subrecipient/Contractor shall provide an annual report to the City containing actual outcomes, indicators and an evaluation of the program. **Payment for services shall not be made if the Annual Outcome & Program Evaluation Report is not received by the dates indicated below. The reports shall be submitted to the City annually no later than the 30th day of January each year starting in 2023 and through 2027.**

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

F. The City of Lakewood places a high priority on collaboration. As such, the Subrecipient/Contractor shall provide representation at the monthly Lakewood Community Collaboration Meeting.

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

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

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

A. Subrecipient/Contractor is no longer operating: The Subaward shall be terminated within 10 days of notification that the Subrecipient/Contractor is no longer operating and performing the duties identified in "Attachment C," Scope of Services.

B. Change in Scope of Services: Should the Subrecipient/Contractor no longer provide services identified in “Attachment C” Scope of Work, the Subaward may be terminated for non-performance.

C. Misuse of Public Funds: The Subrecipient/Contractor cannot produce accurate accounts and records of funds used in the performance of this Contract

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

13. Assignment and Subcontract. The Subrecipient/Contractor shall not assign or subcontract any portion of the services contemplated by this Subaward without the written consent of the City.

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

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

TO THE CITY:

ATTN: Tiffany Speir and Michael Vargas
City of Lakewood
6000 Main St SW
Lakewood, Washington 98499

TO THE

SUBRECIPIENT/CONTRACTOR:

[Click here to enter text.](#)

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

17. E-verify. The contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this Contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor’s contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this Contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor

compliance with this section, within three (3) working days of the date of the City’s request for such proof.

IN WITNESS WHEREOF, the parties have executed this Subaward on this _____ day of _____, 202

**SUBRECIPIENT/CONTRACTOR
SIGNATURE:**

Signature

Print Name

Print Title

**LAKEWOOD ARPA PROGRAM MANAGER
SIGNATURE:**

Tiffany Speir

**LAKEWOOD CITY ATTORNEY
SIGNATURE:**

Heidi Ann Wachter

**LAKEWOOD CITY MANAGER
SIGNATURE:**

John Caulfield

ATTACHMENT A: GENERAL TERMS AND CONDITIONS

SECTION 1.0 SUBRECIPIENT/CONTRACTOR RESPONSIBILITIES AND OBLIGATIONS

The American Rescue Plan Act (ARPA), H.R.1319 (2021-2022), Public Law No: 117-2, authorizes local governments to provide financial support to 3rd parties (other government units, non-profits, etc.) to in turn assist people and businesses.

THE AWARD IN THIS AGREEMENT FOR SERVICES IS A SUBAWARD OF ARPA CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FUNDS; THE SUBRECIPIENT/CONTRACTOR IS SUBJECT TO ANY AND ALL COMPLIANCE REQUIREMENTS AND REPORTING REQUIREMENTS FOR USE OF AND FOR EXPENDITURES OF CSLFRF FUNDS. See Attachment G, City of Lakewood ARPA Notice of Grant Award (OMB Approved No. 1505-0271 / ST9045).

SUBRECIPIENT/CONTRACTOR shall perform all services identified in the attached Attachment C, Scope of Work, in accordance with ARPA, Attachment G, City of Lakewood ARPA Notice of Grant Award (OMB Approved No. 1505-0271), and all applicable professional standards.

SUBRECIPIENT/CONTRACTOR agrees that it will use only qualified, competent personnel and that SUBRECIPIENT/CONTRACTOR shall not make substitutions for persons whose performance the CITY has specifically requested. SUBRECIPIENT/CONTRACTOR will apply for and will obtain all necessary permits. SUBRECIPIENT/CONTRACTOR shall comply with data reporting provisions to include but not limited to the items set forth in Attachment E, Reporting Requirements and Attachment G, City of Lakewood ARPA Notice of Grant Award (OMB Approved No. 1505-0271).

SECTION 2.0 CITY RESPONSIBILITIES AND OBLIGATIONS

The CITY has described the services, activities, materials, and equipment approved for ARPA Funding submitted by SUBRECIPIENT/CONTRACTOR in Attachment C, Scope of Services.

SECTION 3.0 REIMBURSEMENT PROVISIONS

The SUBRECIPIENT/CONTRACTOR shall submit monthly invoices for services performed and authorized under this agreement as defined in Attachment D, Budget. The invoices will be based on actual costs and include supporting documentation. Within Thirty (30) days after receiving the invoice, the CITY shall remit to the SUBRECIPIENT/CONTRACTOR payment.

SECTION 4.0 ASSIGNMENT AND SUBCONTRACTING

No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the CITY.

SECTION 5.0 NO THIRD-PARTY BENEFICIARY

The CITY does not intend by this Agreement to assume any contractual obligations to anyone other than SUBRECIPIENT/CONTRACTOR, and SUBRECIPIENT/CONTRACTOR does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY. The CITY and SUBRECIPIENT/CONTRACTOR do not intend that there be any third-party beneficiary to this Agreement.

SECTION 6.0 CITY AND SUBRECIPIENT/CONTRACTOR AS INDEPENDENT CONTRACTOR

Both SUBRECIPIENT/CONTRACTOR and the CITY are and shall at all times be deemed to be independent contractors. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUBRECIPIENT/CONTRACTOR and the CITY or any of SUBRECIPIENT/CONTRACTOR'S or CITY'S agents or employees.

SUBRECIPIENT/CONTRACTOR and the CITY shall each retain all authority for services rendered,

standards of performance, control of personnel, and other matters incident to the performance of services by SUBRECIPIENT/CONTRACTOR and the CITY, respectively, pursuant to this Agreement.

SECTION 7.0 E-VERIFY

The SUBRECIPIENT/CONTRACTOR shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. The SUBRECIPIENT/CONTRACTOR shall enroll in, participate in and document use of E-Verify as a condition of the award of this Agreement. The SUBRECIPIENT/CONTRACTOR shall continue participation in E-Verify throughout the course of the SUBRECIPIENT/CONTRACTOR's contractual relationship with the CITY. If the SUBRECIPIENT/CONTRACTOR uses or employs any subcontractor in the performance of work under this Agreement, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the SUBRECIPIENT/CONTRACTOR. The SUBRECIPIENT/CONTRACTOR shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the CITY's request for such proof.

SECTION 7.0 REGULATIONS AND REQUIREMENT

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, including the American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury.

SECTION 8.0 RIGHT TO REVIEW AND SUBRECIPIENT/CONTRACTOR REPORTING

Performance of this Agreement is subject to review by any Federal, State or County auditor, including a single audit for SUBRECIPIENT/CONTRACTORS receiving more than \$750,000 as required by the American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury. The CITY or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the CITY. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by CITY agents or employees, inspection of all records or other materials that the CITY deems pertinent to the Agreement and its performance, and all communications with or evaluations by service recipients under this Agreement.

The SUBRECIPIENT/CONTRACTOR, at the request of the CITY, shall make public presentations regarding the program funded by the CITY. Such presentation shall be prepared in advance and approved by the CITY.

SUBRECIPIENT/CONTRACTOR shall preserve and maintain all financial records and records relating to the performance of work under this Agreement as required by American Rescue Plan Act, H.R.1319 (2021-2022), Public Law No: 117-2, and related guidance from the Department of the Treasury. The SUBRECIPIENT/CONTRACTOR shall preserve and maintain all records for no less than six (6) years from the final payment to SUBRECIPIENT/CONTRACTOR.

The SUBRECIPIENT/CONTRACTOR shall provide progress reports and financial reports to the CITY in compliance with the American Rescue Plan Act, H.R.1319 (2021-2022) at least quarterly and at the request of the CITY.

SECTION 9.0 MODIFICATIONS to SCOPE OR WORK OR BUDGET

SUBRECIPIENT/CONTRACTOR and the CITY may request changes in service to be performed. Any such changes that are mutually agreed upon by the parties shall be incorporated herein by written amendment to this Agreement.

The CITY and the SUBRECIPIENT/CONTRACTOR will review the Scope of Work (See Attachment C) and Budget (see Attachment D) at least annually and may by written mutual consent amend the Scope of Work and/or Budget. No increase in the total Budget will occur without prior CITY Council approval.

SECTION 10.0 TERMINATION FOR PUBLIC CONVENIENCE OR CERTAIN CONDITIONS

The CITY may terminate the Agreement in whole or in part whenever the CITY, in its sole discretion, determines that such termination is in the interests of the CITY. Whenever the Agreement is terminated in accordance with this paragraph, SUBRECIPIENT/CONTRACTOR shall be entitled to 1) two weeks written notice of termination and 2) payment for actual work performed prior to termination. Termination of this Agreement by the CITY at any time during its term, whether for default or convenience, shall not constitute a breach of agreement by the CITY.

Further: This Agreement may be terminated by the CITY upon evidence of the following conditions:

1. SUBRECIPIENT/CONTRACTOR is no longer operating: The Contract shall be terminated within 10 days of notification that the SUBRECIPIENT/CONTRACTOR is no longer operating and performing the duties identified in Attachment C, Scope of Work.
2. Change in Scope of Services: Should the SUBRECIPIENT/CONTRACTOR no longer provide services identified in Attachment C, Scope of Work, the contract may be terminated for non-performance.
3. Misuse of Public Funds: The SUBRECIPIENT/CONTRACTOR cannot produce accurate accounts and records of funds used in the performance of this Agreement.

SECTION 11.0 TERMINATION FOR DEFAULT

If the SUBRECIPIENT/CONTRACTOR defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the CITY may, by depositing written notice to the SUBRECIPIENT/CONTRACTOR in the U.S. mail, postage prepaid, terminate the contract, and at the CITY'S option, obtain performance of the work elsewhere. If the contract is terminated for default, the SUBRECIPIENT/CONTRACTOR shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the CITY resulting from such default(s) shall be deducted from any money due or coming due to the SUBRECIPIENT/CONTRACTOR. The SUBRECIPIENT/CONTRACTOR shall bear any extra expenses incurred by the CITY in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the CITY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the SUBRECIPIENT/CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

SECTION 12.0 DEFENSE AND INDEMNITY

The SUBRECIPIENT/CONTRACTOR agrees to defend, indemnify and save harmless the CITY, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the CITY, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to or arises from the negligence of the SUBRECIPIENT/CONTRACTOR, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the CITY, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the CITY, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the SUBRECIPIENT/CONTRACTOR'S negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract.

SECTION 13.0 INSURANCE REQUIREMENTS

The insurance coverages specified in this paragraph (12.) are required unless modified by Attachment C, Scope of Work, of this agreement. If insurance requirements are contained in Attachment C, Scope of Work, they take precedence. The SUBRECIPIENT/CONTRACTOR shall, at the SUBRECIPIENT/CONTRACTOR'S own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1,000.00 deductible.
<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1,000.00 deductible.
<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

City of Lakewood shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the SUBRECIPIENT/CONTRACTOR shall be primary over any insurance carried by CITY of Lakewood. The SUBRECIPIENT/CONTRACTOR shall provide a certificate of insurance to be approved by the CITY Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the City of Lakewood as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The SUBRECIPIENT/CONTRACTOR may comply with these insurance requirements through a program of self-insurance that meets or exceeds these minimum limits. The SUBRECIPIENT/CONTRACTOR must provide City of Lakewood with adequate documentation of self-insurance prior to performing any work related to this contract and treat the CITY as an insured under the indemnity agreement. Should the SUBRECIPIENT/CONTRACTOR no longer benefit from a program of self-insurance, the SUBRECIPIENT/CONTRACTOR agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

City of Lakewood shall have no obligation to report occurrences unless a claim is filed with the CITY; nor shall City of Lakewood have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished City of Lakewood prior to the date of cancellation, change or nonrenewal, such notice to be sent to the City of Lakewood, 6000 Main St SW, Lakewood, WA 98499."

SECTION 14.0 NON-DISCRIMINATION

The CITY and SUBRECIPIENT/CONTRACTOR certify that they are Equal Opportunity Employers.

SECTION 15.0 APPLICABLE LAW AND VENUE

This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Pierce County Superior Court. The Parties shall be responsible for their own attorney's fees and costs.

SECTION 16.0 WITHHOLDING PAYMENT

In the event the Contracting Officer determines that the SUBRECIPIENT/CONTRACTOR has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the CITY may withhold from amounts otherwise due and payable to SUBRECIPIENT/CONTRACTOR the amount determined by the CITY as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling SUBRECIPIENT/CONTRACTOR to termination or damages, provided that the CITY promptly gives notice in writing to the SUBRECIPIENT/CONTRACTOR of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the SUBRECIPIENT/CONTRACTOR of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the SUBRECIPIENT/CONTRACTOR acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement.

The CITY may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the SUBRECIPIENT/CONTRACTOR, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the SUBRECIPIENT/CONTRACTOR obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to CITY by reason of good faith withholding by the CITY under this clause.

SECTION 17.0 DISPUTES

- **17.1 GENERAL**

Differences between the SUBRECIPIENT/CONTRACTOR and the CITY, arising under and by virtue of the Contract Documents shall be brought to the attention of the CITY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer shall be final and conclusive

- **17.2 NOTICE OF POTENTIAL CLAIMS**

The SUBRECIPIENT/CONTRACTOR shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the CITY, or (2) the happening of any event or occurrence, unless the SUBRECIPIENT/CONTRACTOR has given the CITY a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the CITY. The written Notice of Potential Claim shall set forth the reasons for which the SUBRECIPIENT/CONTRACTOR believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. SUBRECIPIENT/CONTRACTOR shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

- **17.3 DETAILED CLAIM**

The SUBRECIPIENT/CONTRACTOR shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the CITY, the SUBRECIPIENT/CONTRACTOR has given the CITY a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

SECTION 18.0 SEVERABILITY

In the event any term or condition of this Agreement, or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of the Agreement are declared severable.

SECTION 19.0 WAIVER

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

SECTION 20.0 ENTIRE AGREEMENT

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

ATTACHMENT B: FEDERAL TERMS AND CONDITIONS

Coronavirus Local Fiscal Recovery Fund (CLFRF) established under the American Rescue Plan Act (ARPA)

ARPA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. **Recipients (herein, the CITY) may use Coronavirus State and Local Fiscal Recovery Funds to:**

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

ARPA authorizes local governments to provide financial support to Third Parties (other government units, non-profits, etc.) to in turn assist people and businesses.

CFR Compliance Requirements:

The following CFR policy requirements apply to this Agreement for Services:

31 CFR Part 35, as amended by the Interim final rule published May 17, 2021, at 26786 FR Vol. 86, No. 93; or otherwise subsequently amended by Final Rule.

2 CFR Subpart B, General provisions

2 CFR Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards

2 CFR Subpart D, Post Federal; Award Requirements

2 CFR Subpart E, Cost Principles

2 CFR Subpart F, Audit Requirements

Additional Information: The following 2 CFR Policy requirements also apply to this assistance listing:

2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 CFR Part 200, Subpart C, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 CFR Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308

(revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment.)

SUBRECIPIENT/CONTRACTOR's expenditure of American Rescue Plan Act (ARPA) funds must comply with Sec. 601(d) of the Social Security Act. Pursuant to guidance issued by the United States Department of the Treasury, ARPA fund payments are considered federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§200.330 through 200.332 regarding Subrecipient/Contractor monitoring and management, and subpart F regarding audit requirements. The US Treasury has assigned ARPA funds the CFDA number of 21.019.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient/Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient/Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient/Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program> .

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Byrd Anti-Lobbying Certification Form

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient/Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT/CONTRACTOR, _____, affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT/CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of SUBRECIPIENT/CONTRACTOR's Authorized Official

Name of SUBRECIPIENT/CONTRACTOR's Authorized Official

Date

Attachment C: Scope of Work

Attachment D: Program Budget

The project outlined in Attachment C: Scope of Work, is funded by both City funds and ARPA funds. The City will charge certain expenses, such as Salaries and Benefits, to the City funds account until that account is exhausted, with the remaining expenses charged to the ARPA funds account. It is at the discretion of the City to choose which expenses are charged to each account.

The Subrecipient/Contractor will submit a proposed budget, with expenses delineated by line item. The Subrecipient/Contractor may submit their own budget table as an attachment to Attachment D, to be approved of by the City before execution of this Agreement.

The budget total will not exceed **\$121, 863**, including the Subrecipient/Contractor's administration costs for remaining in compliance with all standards and procedures outlined in this Agreement.

ATTACHMENT E: REPORTING REQUIREMENTS

SUBRECIPIENT/CONTRACTOR agrees to provide the City with timely financial and program progress data needed to report to the Department of the Treasury as required by the City.

SUBRECIPIENT/CONTRACTOR also agrees to provide the City with timely data needed to report to the Lakewood City Council pursuant to Ordinance 759 and the City of Lakewood ARPA Program.

Reporting rules and procedures will be provided to SUBRECIPIENT/CONTRACTOR by the City once available and thereafter upon request. At a minimum, the following information will be required in each report to the CITY:

Identification:

UEI (unique entity identifier) number is required starting April 30th - administered at www.sam.gov (DUNS number is being replaced by UEI)

Project Status:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Project Demographics:

- Does the project serve a Qualified Census Tract or a disproportionately impacted community?
- Services provided to disproportionately impacted communities
- Services provided to citizens in disproportionately impacted communities

Obligations & Expenditures:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Expenditure Details:

- Pay to workers
- Payroll
- Benefits
- Goods, Services, Equipment:
 - Receipts
 - Contracts
- Service Agreements
- Funds distributed to beneficiaries
- Program agreement
- Sign-in sheet

Signature of SUBRECIPIENT/CONTRACTOR's Authorized Official

Name of SUBRECIPIENT/CONTRACTOR's Authorized Official

Date

ATTACHMENT F: ARPA Categories and Expenditure Categories

The Expenditure Categories (EC) listed below must be used to categorize each project. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a “category” (e.g., EC 1), it includes all Expenditure Categories within that level.

***Denotes in table below items where the City must identify the amount of the total funds that are allocated to evidence-based interventions supported by strong or moderate evidence (see following section below for more details.)**

^Denotes in table below items where the City must report on whether projects are primarily serving disadvantaged communities.

1: Public Health
1.1 COVID-19 Vaccination ^
1.2 COVID-19 Testing ^
1.3 COVID-19 Contact Tracing
1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5 Personal Protective Equipment
1.6 Medical Expenses (including Alternative Care Facilities)
1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/ Quarantine)
1.9 Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10 Mental Health Services*
1.11 Substance Use Services*
1.12 Other Public Health Services
2: Negative Economic Impacts
2.1 Household Assistance: Food Programs* ^
2.2 Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3 Household Assistance: Cash Transfers* ^
2.4 Household Assistance: Internet Access Programs* ^
2.5 Household Assistance: Eviction Prevention* ^
2.6 Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7 Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8 Contributions to UI Trust Funds
2.9 Small Business Economic Assistance (General)* ^
2.10 Aid to Nonprofit Organizations*
2.11 Aid to Tourism, Travel, or Hospitality
2.12 Aid to Other Impacted Industries
2.13 Other Economic Support* ^
2.14 Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities
3.1 Education Assistance: Early Learning* ^
3.2 Education Assistance: Aid to High-Poverty Districts ^
3.3 Education Assistance: Academic Services* ^
3.4 Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5 Education Assistance: Other* ^

3.6 Healthy Childhood Environments: Child Care* ^
3.7 Healthy Childhood Environments: Home Visiting* ^
3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^
3.9 Healthy Childhood Environments: Other* ^
3.10 Housing Support: Affordable Housing* ^
3.11 Housing Support: Services for Unhoused Persons* ^
3.12 Housing Support: Other Housing Assistance* ^
3.13 Social Determinants of Health: Other* ^
3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15 Social Determinants of Health: Lead Remediation ^
3.16 Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay
4.1 Public Sector Employees
4.2 Private Sector: Grants to Other Employers
5: Infrastructure²⁷
5.1 Clean Water: Centralized Wastewater Treatment
5.2 Clean Water: Centralized Wastewater Collection and Conveyance
5.3 Clean Water: Decentralized Wastewater
5.4 Clean Water: Combined Sewer Overflows
5.5 Clean Water: Other Sewer Infrastructure
5.6 Clean Water: Stormwater
5.7 Clean Water: Energy Conservation
5.8 Clean Water: Water Conservation
5.9 Clean Water: Nonpoint Source
5.10 Drinking water: Treatment
5.11 Drinking water: Transmission & Distribution
5.12 Drinking water: Transmission & Distribution: Lead Remediation
5.13 Drinking water: Source
5.14 Drinking water: Storage
5.15 Drinking water: Other water infrastructure
5.16 Broadband: “Last Mile” projects
5.17 Broadband: Other projects
6: Revenue Replacement
6.1 Provision of Government Services
7: Administrative
7.1 Administrative Expenses
7.2 Evaluation and Data Analysis
7.3 Transfers to Other Units of Government
7.4 Transfers to Non-entitlement Units (States and territories only)

²⁷ Definitions for water and sewer Expenditure Categories can be found in the EPA’s handbooks. For “clean water” expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For “drinking water” expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

Evidenced-Based Intervention Additional Information

What is evidence-based?

For the purposes of the SLFRF, evidence-based refers to interventions with strong or moderate evidence as defined below:

Strong evidence means the evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

Moderate evidence means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

Preliminary evidence means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non-experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

ATTACHMENT G: Lakewood Notice of Award ST 9045

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

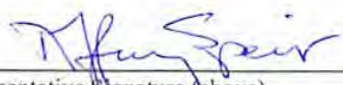
U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Lakewood 6000 Main Street SW Lakewood, Washington 98499-5027	DUNS Number: 949462758 Taxpayer Identification Number: 911698185 Assistance Listing Number and Title: 21.027
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

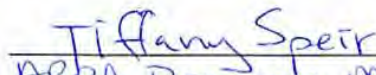


Authorized Representative Signature (above)


Authorized Representative Name:

Authorized Representative Title:

Date Signed:


ARPA Program Manager
12/27/21

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:

Authorized Representative Title:

Date Signed:

Jacob Leibenluft

Chief Recovery Officer, Office of Recovery Programs

August 17, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

March 23, 2022

City of Lakewood
Attention: Michael Vargas
6000 Main Street SW
Lakewood, WA 98499

Re: **Lakewood City Hall Redesign**
Project Number: 2220022.00

Dear Michael:

Mackenzie appreciates this opportunity, and we are pleased to present to the City of Lakewood ("Client") the following scope of services and fee proposal for the Redesign Project to the Lakewood City Hall in Lakewood, WA.

Mackenzie's integrated team of design professionals will provide Architectural and Interior Design services for the above project. In addition, Mackenzie will retain BCE Engineers, Inc. (Mechanical, Electrical, and Plumbing Engineers) and Roen Associates (Cost Estimating) as consultants to complete the team (see attached proposals from our consultants, Attachment C and Attachment D). Our team has been chosen specifically for their technical knowledge and design expertise related to this project type, and a demonstrated ability to successfully deliver projects with a high level of Client service.

Our Basis of Design along with our detailed scope of services by phase is as follows:

BASIS OF DESIGN

The following is our Basis of Design for our Scope of Services and Fee Proposal, which defines specific quantitative and qualitative information about the project, representing our understanding of the Client's criteria, requirements, goals, and expectations as relates to our Professional Services for the project.

Team Structure | Engagement

1. It is understood that the primary point of contact with the Client will be Michael Vargas as the project lead.
2. Client Core Team (Stakeholders) will comprise of Michael Vargas, Tho Kraus, Dave Bugher, Paul Bucich, and Rafik Gindy.
3. In addition to Client's Core Team, engagement will occur with each of the Client's program divisions and City Council at key meeting milestones throughout the process.
4. Scope and fee are based on Client not hiring a third-party Client Representative to act on their behalf during any phase(s) of the project. If a third-party PM is hired by the Client, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.
5. During the course of the project, Mackenzie (Kim Doyle) will schedule weekly 30-minute conference call check-ins with Michael Vargas.
6. Staff engagement is desired by Client and will occur throughout the project, to include programming workshops and visioning exercises. As the project progresses, Client will be provided available deliverables (such as floor



plans, reports, etc.) that can be utilized by the Core Team to inform staff of project progress. In addition to the aforementioned, Mackenzie will also engage with staff as defined in phases below.

7. Mackenzie attendance (in-person) at City Council meeting will occur at the end of the Needs Assessment/ Pre-Design phase.
8. Specific meeting milestones for Core Team design meetings, staff engagement, and City Council presentations have been defined within each individual phase as outlined under the Scope of Services.

Construction Budget (Phase 2: Cost Estimate)

1. The total project construction project budget has not been established and is anticipated to be determined throughout this process.
 - A. For the purposes of our Basis of Design, the total project budget can be viewed in two (2) general categories: Hard Costs and Soft Costs. Hard costs can be generally expected to require 60-65% of a project budget, and would include hard building construction costs, general conditions, bonds/insurance, general contractor overhead/markups, construction contingency, etc. Soft costs can generally be expected to require the remaining 35-40% of the project budget, and would include design costs, specialty consultant costs, permit fees, furnishing, fixtures and equipment (FF&E), moving allowances, sales tax, soft cost contingency, etc.

Schedule

1. The Pre-Design Needs Assessment phase to be complete within four (4) months of Notice to Proceed.

Project Goals & Program

1. City hall is composed of 54,957 square feet over three (3) floors and an underground parking/Storage area.
2. The City Hall was built in 2002, with a tenant improvement that occurred in 2012.
3. Maximize workflow, collaboration, and service provision efficiency throughout the Lakewood City Hall Building for staff.
4. Accommodate City staff with a hybrid work schedule, while also introducing the possibility of leasing unused office space to outside entities.

SCOPE OF SERVICES

We have organized our Scope of Services into the following phases of work.

Pre-Design

Phase I: Needs Assessment

1. Programming analysis of current and future department needs.

Phase II: Floor Plan Development and Cost Estimating

1. Floor Plan Development (provide three (3) scenarios of cost – Low, Medium, and High).
2. Cost Benefit Analysis of each floor (standardizing spaces between departments), and revenue estimate for leased space.
3. Cost Development.

PROJECT PHASES

The following disciplines are provided by Mackenzie through outside consultants. The scope of services for each consultant is defined in their individual proposals, attached at the end of this document as follows:

1. Cost Estimating – Roen Associates
2. Mechanical, Plumbing and Fire Engineering (Fire Sprinkler and Fire Alarm) – BCE Engineers, Inc.
3. Electrical Engineering (Electrical, Communications, Security, Lighting) – BCE Engineers, Inc.

Phase I: Needs Assessment and Phase II: Floor Plan and Cost Development

Time Duration: 4 Months

Provide guidance in defining the project vision, goals and design objectives that will drive the subsequent design process.

Phase 1: Needs Assessment

1. **Meetings – Standing Weekly PM Meetings:** During the course of the project, Mackenzie will communicate via 30-minute weekly conference call check-ins with Michael Vargas.
2. **Meeting – Core Team:** Conduct one (1) project kickoff meeting at Client's office to initiate the Pre-Design Phase. Design team attendance will include Mackenzie, BCE, and Roen Associates. This meeting will serve as:
 - A. A project initiation meeting to introduce the Core Team with point of contact, communication flow, project tasks, and process.
 - B. Review of the developed preliminary project schedule for the Phase I and II.
 - C. Minutes for this meeting will be prepared by Mackenzie.
3. **Discovery:** Provide discovery session with Client and the key Client stakeholder group (via teleconference) to establish a thorough understanding of the project vision, goals, and objectives, and allow for initial staff engagement. We will facilitate dialogue with staff to identify opportunities, challenges, and big picture goals for the project. This meeting is anticipated to lead into programming and will occur as a standalone meeting. Prior to the Discovery Session, Mackenzie will provide online, digital survey to be sent to all staff. Mackenzie will facilitate the meeting.
4. **Online Staff Survey:** The survey will seek to capture qualitative aspects of the City of Lakewood's existing and future culture, workplace personality, stakeholder values, and organizational purpose.
5. **Meeting – Core Team and Key Stakeholders:** Provide one (1) all day programming workshop with Client-identified key staff for program interviews. We will issue a program questionnaire in advance of the programming workshop and facilitate review of the building components in detail, including: Confirmation/refinement of program elements, and their relative size and space needs; support and shared space requirements; and preliminary adjacencies. Design team attendance will include Mackenzie.
6. **Programming:** Based on the programming workshop, develop program document and visioning summary to capture information from initial discovery session and staff interviews. The programming document will encompass staffing and program needs for existing, immediate, near-term and growth for a 20-year projection. Space allocations will include space sizes, quantities, and unique requirements specific to individual needs. A draft program will be released for Client review.
7. **Existing Building As-Built:** – Site verify the existing building and field verify measurements for preparation of electronic BIM (Revit) model. An electronic BIM (Revit) model will be required for planning, further design development and construction documents for the project. Site measurements and documentation to include observable and accessible locations. All unobservable or inaccessible locations will utilize existing available as-built or permit drawings to infer built conditions.

Phase II: Floor Plan Development and Cost Estimating:

1. **Existing Building and Systems Assessment:** Prepare and issue an initial existing conditions report including:
 - A. Preliminary architectural of the existing facility to assess:
 - I. General building fire and life-safety considerations based upon the current applicable building code.
 - II. General observations surrounding the current circulation flow, functionality, and operational limitations.
 - III. Preliminary review of accessibility considerations.
 - B. Preliminary mechanical, plumbing, and electrical assessment of the existing facility to assess:
 - I. Current state of existing systems and equipment.
2. **Stacking Plans:** Content developed during programming and discovery will be utilized to perform initial stacking plans to inform program feasibility (i.e., block diagrams of department assignments to each floor) and to inform the pre-design cost estimate.
3. **Meeting – Core Team:** Meet once (1) with the Core Team with Client (virtually) to review the program and stacking plans. Provide one (1) revision for final Client approval.
4. **Floor Plan Development:** Develop initial conceptual floor plan design options that begin to describe the scale and relationship of project components and begin to articulate the approved program, goals, and project vision established during the Needs Assessment phase.
 - I. Provide up to three (3) floor plan options will be developed, utilizing the approach of low impact, moderate impact, and high impact to the existing conditions.
 - II. Spatial needs assessment will lay out a cross functional floor plan that serves primary building components. These relationships will consider both internal building adjacencies as well as inter-building relationships and connections across the site.
5. **Meeting – Core Team:** Meet once (1) with the Core Team and Client (virtually) to review the floor plan development. Provide one (1) revision for final Client approval
6. **Pre-Design Cost Estimate:** Based on program analysis, coordinate with our Cost Estimator to develop a preliminary total project cost summary for each of the three (3) options to aid in identifying scoping of the project, right-sizing the project program, and establishing the budget baseline. This early cost summary will outline both preliminary hard cost construction cost ranges and early soft cost allowances for the project. These costs will establish the parameters of the project program and budget alignment from the beginning, and serve as the baseline for decision making, checks and balances, and program alignment throughout the design process.
7. **Meeting – Core Team:** Meet once (1) with the Core Team with Client (Virtually) to review the final draft program, Stacking Plans and pre-design cost estimates. Provide one (1) revision for final Client approval. In conjunction with program confirmation, the team will review the pre-design cost estimates and discuss project scope options, prioritization, and next level program alignment aimed around establishing budget. Early scoping determinations by Client and final program confirmation will be utilized to develop conceptual adjacency diagrams and building arrangements. Design team attendance will include Mackenzie, BCE, and Roen Associates.
8. **Meeting – City Council Presentation:** This City Council meeting will serve to provide a project update to City Council and additionally propose the recommended design option for approval. Initial project costing analysis will be prepared to accompany the proposed design recommendations. This meeting will serve to update the City Council on project progress and seek approval of a preferred design option. A maximum of a two (2) hour presentation, including Q&A, is anticipated.

FEE SUMMARY

Our Hourly Not to Exceed fees for the disciplines and related design services described above are as follows:

Phase I and II:	
Mackenzie:	\$98,146
BCE Engineers, Inc:	\$13,100
Roen Associates:	\$6,960
<i>Consultant Markup:</i>	<i>\$2,407</i>
<i>Reimbursable Expenses:</i>	<i>\$1,250</i>
TOTAL	\$121,863

Reimbursable expenses (printing, copying deliveries, ride share vehicles, application-based transportation, mileage, etc.) are included in the fee outlined above and will be invoiced at 1.12 times cost.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Client will provide current electronic files of existing building, Revit/Autocad files of existing facilities, including legal description, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
2. The Client will not be pursuing sustainability certification for the project (i.e. LEED, Green Globes, WELL, etc.).
3. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
4. Mackenzie Scope of Service and fees are based on project phases running in sequential order without delay, pause or project being put on hold for any reason between phases.
5. All meetings will occur at the City of Lakewood's office or virtually, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings.
6. Building/Site Renovation: Mackenzie will work with the Client to align on the Client's program for the Project, including goals and objectives, and will develop the design in accordance with applicable codes and laws, subject to and in accordance with the applicable standard of care.
7. Conditions not depicted on available existing site and/or building documents, provided by the Client, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
8. Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification, and other such parameters affecting design, construction documents, and permitting.
9. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.

10. Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model Level of Development (LOD) of 200 - 300 as necessary for Mackenzie to facilitate design and produce Construction Documents. We anticipate that Client consultants/vendors will also utilize Revit for their documentation, will be responsible for modeling and detailing their respective components, and will comply with Mackenzie's expectations for document control standards. Mackenzie will develop the base model file and provide it to the consultant team for coordination.
11. For additional Assumptions related to the Scope of Services of our retained consultants, refer to their attached proposals.

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services.

1. **Client-provided Consultant Services**
 - 1.a. Coordination of Client-provided consultants not identified at the date of this proposal.
2. **Standard Design Items**
 - 2.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).
3. **Other Design Disciplines**
 - 3.a. Acoustical engineering design and/or services.
4. **Unique Design Services**
 - 4.a. Floor vibration analysis and design for footfall impact.
 - 4.b. Vibration analysis and design. (Equipment and/or sources other than footfall impact.)
 - 4.c. Equipment support or racking systems.
 - 4.d. Graphics and/or signage design, permitting, and related coordination.
 - 4.e. Furniture selection, specifications, requirements and all related coordination.
 - 4.f. Sustainability Certification Services.
5. **Graphics/BIM**
 - 5.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
 - 5.b. Marketing materials.
 - 5.c. Use of CAD Drawings or BIM models by any parties other than the design team.
6. **Expenses/Billing**
 - 6.a. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.

- 6.b. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

It is our understanding the project will start approximately Mid-April. If the proposal is agreeable to you, we can prepare Professional Services Agreement. Please note that this proposal is valid for 90 days.

We look forward to working with the City of Lakewood on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Kim Doyle, NCIDQ
Project Manager



Brett Hanson
Principal in Charge

Enclosure(s): Attachment A – Hourly Billing Rate Schedule
Attachment B – Reimbursable Rates Schedule
Attachment C – BCE Engineers, Inc proposal dated March 10, 2022
Attachment D – Roen Associates proposal dated March 10, 2022

c: Ben Hedin, Chris Caffee – BCE Engineers, Inc
Matt Wiggins – Roen Associates
Alexis Bauer – Mackenzie

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS \$ 160 – \$ 280

ARCHITECTURE/LANDSCAPE

Design Director	\$ 175 – \$ 220
Senior Project Architect	\$ 160 – \$ 250
Project Architect I – III	\$ 100 – \$ 200
Architectural Designer II-III	\$ 80 – \$ 165
Architectural Designer I	\$ 60 – \$ 95
Designer/Drafter	\$ 50 – \$ 80
Intern	\$ 50 – \$ 75

ENGINEERING

Senior Project Engineer	\$ 160 – \$ 250
Project Engineer I – III	\$ 100 – \$ 200
Designer I – II	\$ 70 – \$ 140
Transportation Analyst I – II	\$ 65 – \$ 115
Designer/Drafter	\$ 80 – \$ 130
Intern	\$ 50 – \$ 75

PLANNING

Senior Project Planner	\$ 150 – \$ 235
Project Planner I – IV	\$ 90 – \$ 200
Permit Coordinator	\$ 55 – \$ 95
Assistant Planner	\$ 65 – \$ 100
Intern	\$ 50 – \$ 75

INTERIOR DESIGN

Senior Project Interior Designer	\$ 150 – \$ 230
Interior Designer III – V	\$ 100 – \$ 175
Interior Designer I – II	\$ 60 – \$ 135
Intern	\$ 50 – \$ 75

ADMINISTRATION

Administrator	\$ 60 – \$ 175
Word Processor	\$ 70 – \$ 110
Graphic Artist	\$ 85 – \$ 130

*Subject to change April 2022

P 206.749.9993 ■ F 503.228.1285 ■ W MCKNZE.COM

Logan Building, 500 Union Street, #410, Seattle, WA 98101

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet



March 10, 2022

Mackenzie
500 Union St, Suite 410
Seattle, WA 98101

Attn: Kim Doyle

RE: Lakewood City Hall Needs Assessment and PreDesign – BCE Proposal

Dear Kim,

Thank you again for the opportunity to work with you on the Lakewood City Hall Needs Assessment and PreDesign. The scope of work consists of assisting Mackenzie with a needs assessment for City Hall and highlighting the MEP impacts for test fits of (3) different renovation options. In addition, we will review the cost estimates provided by the cost estimator for applicability to the anticipated MEP/FP scopes.

Phase 1:

The Phase 1 scope of work consists of a Needs Assessment and includes the following MEP effort:

- (1) Onsite Meeting with the Design Team and Lakewood
- (2) Virtual meetings with the Design Team for coordination purposes
- (1) Site visit for Mechanical and Electrical to review existing system conditions
- Review Electrical Needs with respect to the Scope of Work
- Review Mechanical Needs with respect to the Scope of Work
- Provide a Conditions Assessment Report
- Note code update requirements (if any)
- Provide limited narratives and sketches to assist with Power Point deliverable

Phase 2:

The Phase 2 scope of work consists of (3) Design Options, Cost Estimating and includes the following MEP effort:

- (2) Virtual meetings with the Design Team for coordination purposes
- (1) Onsite Meeting with the Design Team and Lakewood
- Review Electrical (lighting, power, low voltage) impacts with respect to the (3) Design Options
- Review Mechanical (HVAC, Plumbing, controls) impacts with respect to the (3) Design Options
- Note code update requirements (if any)
- Review cost estimates (from Roen) for rough-order-of-magnitude costs and applicability to scope
- Provide limited narratives and sketches to assist with Power Point deliverable

MEP Fee Breakdown:

We propose to perform the above listed services for an hourly not-to-exceed fee of: \$13,100

Exclusions:

- Mechanical, Electrical or Fire Protection Design documents
- Cost Estimating
- LEED or similar sustainability documentation

Thank you for the opportunity to provide our design services for this project. Please review the proposal and if you have any questions or need further information, please feel free to give me a call.

Sincerely,

BCE ENGINEERS, INC.

Ben Hedin, P.E.
Principal

500 Union Street, Suite 927

Seattle, Washington 98101

206 343 1003

Lakewood City Hall

Mackenzie Architects

Construction Cost Estimating Fee Quote Revised

121 S. Wall St.

Spokane, Washington 99201

509 838 8688

	Divisions 1 - 14, 31-33						Divisions 21-23, 26-28						Total	
	Estimator	Role	Hours	Rate	Extension	Subtotal	Estimator		Hours	Rate	Extension	Subtotal		
2 Meetings Lakewood	Roger Roen	Review	0	\$ 145	\$ -		Wade Botting	Mechanical	0	\$ 145	\$ -			
	Matt Wiggins	Estimator	6	\$ 145	\$ 870		Jerrod Gummer	Electrical	0	\$ 145	\$ -			
	Skott Young	Site/Civil	0	\$ 145	\$ -									
	Dan Demonaz	Estimator	0	\$ 145	\$ -									
Subtotal Fee, Planning Level Cost Estimate			6			\$ 870							\$ -	\$ 870
Estimating Three Options	Roger Roen	Review		\$ 145	\$ -		Wade Botting	Mechanical	3	\$ 145	\$ 435			
	Matt Wiggins	Estimator	16	\$ 145	\$ 2,320		Jerrod Gummer	Electrical	3	\$ 145	\$ 435			
	Skott Young	Site/Civil	8	\$ 145	\$ 1,160									
	Dan Demonaz	Estimator	12	\$ 145	\$ 1,740									
Subtotal Fee, Planning Level Cost Estimate			36			\$ 5,220	6						\$ 870	\$ 6,090
Total Fee Quote						\$ 6,090							\$ 870	\$ 6,960

1. Estimate is for construction only.

2. Fees include one round of review and modifications with architect/engineer and owner for each of the work activities.



TO: Mayor and City Councilmembers

FROM: David Bugher, Assistant City Manager for Development Services

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

DATE: April 18, 2022

SUBJECT: Proposed Ordinance – Cluster-Style Mailboxes

ATTACHMENT: Draft Ordinance

At the request of the City Council, enclosed is a draft ordinance regarding cluster-style mailboxes. The proposed ordinance addresses the requirement for, the installation, and maintenance of cluster-style mailboxes on new streets, and when the City has proposed major street reconstruction projects that necessitate the removal of existing mailboxes and their subsequent replacement.

The original request was specific to cluster-style mailboxes on major street reconstruction projects, but when drafting the ordinance, it became apparent that the conditions surrounding street reconstruction and new streets associated with new subdivisions, were quite similar. For that reason, cluster-style mailboxes on new streets were included in the draft ordinance.

The draft ordinance would be inserted into Title 12, Public Works, and a new chapter added, Chapter 12.19.

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY OF LAKEWOOD, WASHINGTON, AMENDING
LAKEWOOD MUNICIPAL CODE, TITLE 12, CREATING A NEW CHAPTER 12.19,
CLUSTER-STYLE MAILBOXES

WHEREAS, prior to the City of Lakewood's incorporation, many of the streets in the Lakewood community lacked sufficient street infrastructure, namely curb, gutter, sidewalk; and

WHEREAS, construction of improved curb, gutter and sidewalk is a City of Lakewood priority; and

WHEREAS, many of the street projects in the City require removal and replacement of existing mailboxes; and

WHEREAS it is the objective of the United States Post Office to work with its stakeholders to recommend the installation of cluster-style mailboxes as a means to control costs and increase efficiencies in mail delivery; and

WHEREAS, projects requiring removal of existing mailboxes and projects involving installation of new mailboxes as part of a proposed subdivision provide a preferred method of transitioning to the recommended cluster-style mailboxes; and

WHEREAS it is appropriate for the City of Lakewood to review its codes and regulations as it pertains to new streets, public or private, and street reconstruction projects, and the process to require and install cluster-style mailboxes; and

WHEREAS, it is also appropriate to develop a standardized process to yield a uniform understanding of when cluster-style mailboxes are expected.

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

Section 1. That Chapter 12.19 of the Lakewood Municipal Code entitled "Cluster-Style Mailboxes" is hereby created to read as follows:

Chapter 12.19 Cluster-Style Mailboxes

12.19.010 Purpose

The City of Lakewood shall, to the maximum extent practical, require the installation of cluster-style mailboxes for both private and public new street construction and street reconstruction.

12.19.020 Definitions

"Binding site plan," see 17.02.035.

“City,” see 18A.10.180.

“City Engineer,” see 17.02.035.

"Cluster-style mailbox" means a style whereby mailboxes are assembled together in a manufactured unit by an approved United States Postal Service (USPS) manufacturer.

“Developer,” see 17.02.035.

“Owner,” see 18A.10.180.

“Reconstruction” means to comprehensively rebuild to a new condition with current design criteria. Used to rebuild subgrade, roadway base, new roadway surface, roadway appurtenances, signalization, signage, marking, lighting, trees and plantings, and may also include replacement of utility lines located within the road right of way.

“Road” means street, see 18A.10.180.

“Subdivision,” see 17.02.035.

12.19.030 Cluster-Style Mailbox Requirements

A. New Residential Subdivisions

1. The cluster-style mailbox shall not be installed anywhere within a cul-de-sac or a circular offset cul-de-sac bulb.
2. Where three or more lots are created, the City shall require the installation of cluster-style mailboxes; this requirement is for both private and public roads.
3. The location of the cluster-style mailbox shall be shown on the preliminary plat.
4. The cluster-style mailbox shall not be located to conflict with any public utilities, including, but not limited to, manholes, fire hydrants, and intakes.
5. The cluster-style mailbox shall have a four (4) foot concrete access from the public street and the public sidewalk.
6. The cluster-style mailbox shall be located at the property lines on the same side of the street that will be designated as a no parking zone.
7. The cost of installation of the cluster-style mailbox, including, but not limited to, box units, the concrete pad, and the connecting sidewalk, shall be borne by the property owner, and/or developer. Subsequent maintenance of the box units and concrete pad shall be the responsibility of the users of the cluster-style mailboxes. Subsequent

maintenance of the connecting sidewalk shall be the responsibility of the property owner adjacent to the sidewalk.

8. Cluster-style mailboxes shall meet the minimum design specifications of the United States Post Office (USPS).

9. No driveway or street access shall be constructed within five (5) feet of the cluster-style mailbox.

10. This section excludes binding site plans.

B. Street Reconstruction

1. When the City proposes to reconstruct existing public roads, where existing mailboxes must be removed, the City shall replace and install cluster-style mailboxes at its expense.

2. The location and design of any cluster-style mailbox shall be approved by the City. The location of the cluster-style mailbox may be in the road right-of-way or on private property. Where feasible, installation of vehicle pullouts for mailbox access may be required by the city engineer.

3. Responsibility of the user of the cluster-style mailbox/property owner. Upon installation of the cluster-style mailbox by the City, the users/property owners of the cluster-style mailbox take ownership of the structure. Subsequent maintenance of the box units and concrete pad shall be the responsibility of the users/property owners of the cluster-style mailboxes. Subsequent maintenance of the connecting sidewalk shall be the responsibility of the users/property owners adjacent to the sidewalk.

Users/property owners of the cluster-style mailbox, shall hold the City harmless from any liability relating to the construction of the structure in the road right-of-way.

4. Responsibility of the city. The City shall be responsible for replacing or repairing damaged mailboxes when the mailbox is physically struck by a City operated vehicle (excepting public safety vehicles), or a subcontractor performing operations at the request of the City.

Section 2. Severability. Should any section, Subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any person or situation.

Section 3. Publication and Effective Date. A summary of this ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect thirty (30) days after publication.

ADOPTED by the Lakewood City Council on this 2nd day of May, 2022.

CITY OF LAKEWOOD

Jason Whalen, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney



TO: Mayor and City Council

FROM: Heidi Ann Wachter, City Attorney

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

DATE: April 11, 2022

SUBJECT: Review of Appointment and Removal Process to City Committees, Boards and Commissions

The City Council developed an Appointment Process for City Committees, Boards and Commissions adopted on January 12, 1996 and twice amended, most recently via Motion No. 2007-09 on March 5, 2007. Since the adoption and implementation, the City Council desires to create a more uniform process to govern the removal and resignation of members.

Specifically, the rule change addresses the authority conferred upon appointed board and commission members and the authority of the Mayor to recommend removal of board and commission members. These proposed changes incorporate into the documented process existing authority for purposes of clarity.

Clarification as to the authority conferred upon board and council members serves two purposes: first, it defines the role of the board or commission member as directed by the City Council. A board or commission member has only the authority granted with the appointment. Second, authority is conferred only to those appointed; other interested citizens are welcome to open meetings, available public comment and other input as warranted. Recommendations from a board or commission to the City Council are the recommendation of the collective appointees, not an interested group of citizens. The roles are different and the proposed revision provides clarification.

Over the years, there are occasions when an appointee cannot complete their term or other issues within the board or commission arise that raise the question of removal. Any appointee serves at the pleasure of the City Council, thus there is an inherent ability to remove board and commission members. Amending the process to detail how removal may proceed provides public transparency parallel to the appointment process.

ORDINANCE NO. XXX

AN ORDINANCE of the City Council of the City of Lakewood, Washington, approving the City of Lakewood Appointment and Removal Process to City Committees, Boards and Commissions and creating Lakewood Municipal Code Sections 2.22.090, 2.26.070, 2.36.100, 2.38.090, 2.48.036, 2.66.080, 2.67.035 and 2.90.035.

WHEREAS, in connection with the need to provide for the orderly handling of its business, the City Council has created various advisory boards, commissions committees and task forces to provide recommendations to the City Council and perform other functions for the City; and

WHEREAS, the City Council developed an Appointment Process for City Committees, Boards and Commissions adopted on January 12, 1996 and twice amended, most recently via Motion No. 2007-09 on March 5, 2007; and

WHEREAS, since adoption and implementation, the City Council desires to create a more uniform process to govern the removal and resignation of members.

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

Section 1. That the City of Lakewood Appointment and Removal Process to City Committees, Boards and Commissions are hereby adopted as reflected in the document marked as “Exhibit A,” a copy of which is attached hereto, and incorporated herein by this reference.

Section 2. That Section 2.22.090 of the Lakewood Municipal Code entitled “Removal” is hereby created to read as follows:

The City Council may remove a member of the Public Safety Advisory Committee from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office.

Section 3. That Section 2.26.070 of the Lakewood Municipal Code entitled “Removal” is hereby created to read as follows:

The City Council may remove a member of the Community Services Advisory Board from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office.

Section 4. That Section 2.36.100 of the Lakewood Municipal Code entitled “Removal” is hereby created to read as follows:

The City Council may remove a member of the Parks and Recreation Advisory Board from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office.

Section 5. That Section 2.38.090 of the Lakewood Municipal Code entitled “Removal” is hereby created to read as follows:

The City Council may remove a member of the Lakewood’s Promise Advisory Board from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office.

Section 6. That Section 2.48.036 of the Lakewood Municipal Code entitled “Removal” is hereby created to read as follows:

The City Council may remove a member of the Landmarks and Heritage Advisory Board from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office.

Section 7. That Section 2.66.080 of the Lakewood Municipal Code entitled “Removal” is hereby created to read as follows:

The City Council may remove a member of the Lakewood Arts Commission from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office.

Section 8. That Section 2.67.035 of the Lakewood Municipal Code entitled “Removal” is hereby created to read as follows:

The City Council may remove a member of an ad hoc committee from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office.

Section 9. That Section 2.90.035 of the Lakewood Municipal Code entitled “Removal” is hereby created to read as follows:

The City Council may remove a member of the Planning Commission from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office.

Section 10. 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 11. This Ordinance shall be in full force and effect thirty (30) days after publication of the Ordinance Summary.

PASSED by the City Council this 2nd day of May, 2022.

Jason Whalen, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to form:

Heidi Ann Wachter, City Attorney

DRAFT

CITY OF LAKEWOOD
Appointment and Removal Process
City Committees, Boards and Commissions

Purpose

It is the City Council's intent to provide opportunities for residents citizens to participate in the affairs and activities of city government through its committees, boards and commissions to the maximum extent possible. The purpose of these procedures is to provide information and definitions and to establish a process for appointment that encourages diverse representation and a balance of viewpoints representative of the community and is open and fair to all involved.

Types of citizen groups

Official citizen groups include committees, boards, commissions, and ad hoc committees established by the City Council. These groups are defined in general terms as follows:

Committee: City committees are usually formed by resolution. A committee is defined as "a body of persons delegated to perform a particular function or task." A committee's recommendations are forwarded to the City Council or any other appropriate body for action or review.

Board: City boards are established by resolution or ordinance. A board is defined as "an organized body of individuals to consider, inquire, investigate and take action on certain functions or duties."

Commission: Generally, City commissions are established by ordinance. A commission is defined as "a group of persons given authority to perform certain functions or duties."

Ad Hoc Committee: An ad hoc committee is a body established by the Mayor or a majority of the City Council to study or work on a particular subject or problem. The formal definition indicates that an ad hoc committee is a "temporary group under one leader for the purpose of accomplishing a definite objective." Often an ad hoc committee will cease to exist upon completion of its charge as given by the City Council.

Citizen Appointment and Removal Process

Appointments All appointments, where not in conflict with State law, shall be made by majority vote of the Councilmembers from nominees whose names and qualifications are presented in writing to the City Council by the Mayor. In all cases where the State law provides for the procedure to be followed in making appointments, provisions of the State law shall govern and be followed. While public participation is encouraged, only citizens properly appointed are members of the committee to which they are appointed. Authority of appointees is as proscribed at the time of appointment by the City Council and can only be expanded or modified by the City Council.

The City Clerk shall give written notice of pending vacancies on the City's committees, boards and commissions and deadlines for submitting applications to all members of the City Council - and -to the public through a list of groups and organizations maintained by the City Clerk. The recruitment period may be extended to ensure a sufficient number of qualified candidates.

Standard application forms for City committees, boards and commissions are available at City Hall, 3rd floor reception area on the city's website. Completed applications must be submitted by all applicants, new and incumbent, to the City Clerk by the established deadline.

The City Clerk shall submit the names and qualifications of the individuals to be considered by the Mayor to the City Council not less than ten days preceding the Council meeting date at which nominations for appointment shall be considered by the full Council. City Councilmembers shall provide any comments regarding appointments to the Mayor by the Monday, one week, preceding the Council meeting date, for appointment.

Reappointments: Citizens will not automatically be reappointed to committees, boards and commissions. Incumbents wishing to be considered for reappointment shall submit a new application. The Mayor shall consider the current composition of the group when considering an appointment.

Removal: The Mayor may recommend removal of any member of any committee, board or commission for any single or combination of the following reasons:

1. Good Cause, which shall be determined by the Mayor and shall be stated in any such removal action.
2. Failure to assume the duties of the committee within 30 calendar days of confirmation by the City Council.
3. A member is absent from three consecutive regular meetings and such absences have not been excused.
4. A member ceases to have the qualifications required by state law or Ordinance of the City of Lakewood.

At the next regularly scheduled meeting of the City Council following a removal as described here, the Mayor shall notify the City Council of such removal. A majority of the City Council may reverse the Mayor's decision to remove within 30 days of the Mayor's notice to the City Council of the removal, after which time the Mayor's decision to remove is final.

Resignation: A member may voluntarily resign from his or her position by submitting his or her written resignation to the City Clerk. A vacancy caused by resignation shall be deemed to occur upon the effective date of the resignation. If no effective date is specified in the resignation, the resignation will be deemed to be effective immediately.

Terms: All appointments are made for specified terms. In the event a replacement is not appointed before a member's term expires, the current committee member shall be allowed to serve until a replacement is found. Member's cannot delegate a proxy to serve in their absence.

Appearance of Fairness and Conflict of Interests

It is the policy of the City Council to avoid conflicts of interests and to act both fairly and with the appearance of fairness with respect to committee appointments and actions. Any person appointed to serve on City committees, boards and commissions are subject to the provisions of the City of Lakewood's Code of Ethics.

Exceptional Appointments

The Council may, by majority vote, make an exceptional appointment for unique purposes that benefit the City.

Public Comment

It is the policy of the City to encourage public comment to the extent such does not interfere with the conduct of City business. Toward that end, Committees, Boards and Commissions are

expected to provide time at each of their meetings for public comment.

Attendance

Individuals appointed to service on Committees, Boards and Commissions -are -expected to attend meetings regularly. The City Council expects to be informed in the event any Committee, Board or Commission member has three unexcused absences. The City Council may, in the event of three unexcused absences, dismiss the individual from service.

Miscellaneous Provisions

City committees, boards and commissions are subject to the provisions of the Open Public Meetings Act.

Further Information

Questions regarding committees, boards and commissions should be directed to the Office of the City Clerk, City of Lakewood, 6000 Main Street SW, Lakewood WA 98499-5027. (253)589-2489.

January 12, 1996

Amended 8/5/02 (Motion 2002-25)

Amended 03/05/07 (Motion 2007-09)

Amended by Ordinance No. XX on April xx, 2022