



LAKEWOOD CITY COUNCIL AGENDA

Monday March 6, 2023

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

1. Business Showcase. – *Bite Me Cookies, Deborah Tuttle, Owner*
- (4) 2. Proclamation recognizing March as Women's History month.
– *Linda Smith, President/CEO, Lakewood Chamber of Commerce*

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) 3. Proclamation recognizing March as American Red Cross month.
– *Larry Smith and Yvette Wilson, American Red Cross*
4. Youth Council Report.
5. Clover Park School District Report.

PUBLIC COMMENTS

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

- (6) A. Approval of the minutes of the City Council study session of February 13, 2023.
- (9) B. Approval of the minutes of the City Council meeting February 21, 2023.
- (14) C. Approval of claims vouchers, in the amount of \$6,318,227.85, for the period of January 21, 2023 through February 22, 2023.
- (60) D. Approval of payroll checks, in the amount of \$2,844,931.26, for the period of January 16, 2023 through February 15, 2023.
- (62) E. Motion No. 2023-21

Authorizing the execution of an amendment to the agreement with Tangram Design, LLC for the park and reader board sign project.
- (82) F. Motion No. 2023-22

Authorizing the execution of an amendment to the purchase and sale agreement related to the Wards Lake Park property acquisition.
- (126) G. Motion No. 2023-23

Authorizing the execution of an amendment to the agreement with BCRA, in the amount of \$410,512, for the Wards Lake Park Improvement Project Phase 1 and Phase 2.
- (175) H. Motion No. 2023-24

Authorizing the execution of an agreement with Public Restroom Company, in the amount of \$648,780, for the American Lake Park restroom and site amenities expansion project.

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.

(191) I. Motion No. 2023-25

Authorizing the execution of an amendment to the agreement with Robert W. Droll Landscape Architect, in the amount of \$47,179, for the American Lake Park Access Improvement Project.

(200) J. Motion No. 2023-26

Authorizing the execution of professional services agreements associated with the Office of Local Defense Community Cooperation grant.

(233) K. Motion No. 2023-27

Approving the disposal through surplus of vehicle 42221, a boom truck formerly used to maintain the City of Lakewood's traffic signal system.

(234) L. Motion No. 2023-28

Authorizing the execution of necessary agreements and forms related to the Washington Opioid Settlement.

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

1. Planning Commission meeting minutes of February 1, 2023.

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

PUBLIC HEARINGS AND APPEALS

- (323) This is the date set for a public hearing on the request to vacate 113th Street SW lying west of Kendrick Street SW.

UNFINISHED BUSINESS

NEW BUSINESS

REPORTS BY THE CITY MANAGER

- (391) Update on the Diversity, Equity, Inclusion and Belonging Strategic Plan Development.

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, women of every race, class, and ethnic background have made historic contributions to the growth and strength of our nation in countless recorded and unrecorded ways and continue to play critical economic, cultural, and social roles in every sphere of the life of the nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, women have played a unique role throughout the history of the nation by providing the majority of the volunteer labor force of the nation and were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our nation; and

WHEREAS, women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, women have served our country courageously in the military; and

WHEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of women in history has been consistently overlooked and undervalued, in the literature, teaching and study of history.

NOW THEREFORE, the Lakewood City Council hereby proclaims March 2023 as

WOMEN'S HISTORY MONTH

in the City of Lakewood and calls upon all residents to acknowledge and honor the contributions and accomplishments of women.

PROCLAIMED this 6th day of March, 2023.

Jason Whalen, Mayor

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, in 1881 Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating human suffering; and

WHEREAS, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in Lakewood, who continue to carry out Clara's humanitarian legacy; and

WHEREAS, residents of Lakewood have joined millions of people across the United States who volunteer, give blood, donate financially or learn vital life-preserving skills through the Red Cross; and

WHEREAS, the contributions of local Red Cross volunteers give hope to the most vulnerable in their darkest hours — whether it's providing emergency shelter, food and comfort for families devastated by local disasters, donating essential blood, supporting service members and veterans, along with their families and caregivers through the unique challenges of military life; helping to save the lives of others with first aid, CPR and other skills; or delivering international humanitarian aid; and

WHEREAS, this humanitarian spirit is part of the foundation of Lakewood and the work to prevent and alleviate human suffering is vital to strengthening our community's resilience; and

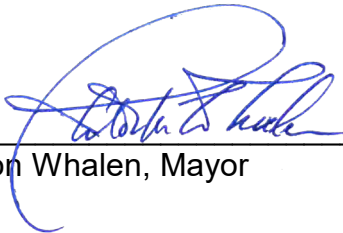
WHEREAS, we dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it."

NOW, THEREFORE, the Lakewood City Council hereby designates March 2023 as

AMERICAN RED CROSS MONTH

in the City of Lakewood and urges all persons to support its humanitarian mission.

PROCLAIMED this 6th day of March, 2023.



Jason Whalen, Mayor



LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, February 13, 2023

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, Patti Belle and Paul Bocchi.

Lakewood's Promise Advisory Board Members Present: 6 - Chari Kerri Pedrick, Co-Chair Megan Dempsey, Ellie Wilson, Youth Councilmembers Hank Jones, Ally Laska and Fatima Hernandez.

ITEMS FOR DISCUSSION:

Lakewood Multicultural Coalition (LMCC) Update.

Deputy Mayor Mary Moss introduced Grant Twyman, LMCC Board Member representing Clover Park School District. Twyman highlighted activities that LMCC partnered on this year such as the Dr. Martin Luther King, Jr. event, Hidden Heroes campaign and student listening sessions throughout the community to solicit feedback. He shared that the Dr. Claudia Thomas Service Award Gala will be held on March 3rd and this year LMCC will continue multicultural civic engagement support for events and community partnerships.

Joint Lakewood's Promise Advisory Board meeting.

Chair Kerri Pedrick and Lakewood's Promise Advisory Board (LPAB) members introduced themselves. Wilson shared the mission and purpose of the LPAB. Hernandez spoke about a youth mental health program called Wellness Conversations, Laska spoke about the 2022 Youth Summit and Jones shared that the 2023 Youth Summit will be held on Saturday, June 10th at Clover Park Technical College. Dempsey reviewed the five promises and Pedrick highlighted the 2023 work plan initiatives. Discussion ensued.

Review of 4th Quarter (2022) Police Report.

Interim Police Chief John Unfred shared that crime in 4th quarter 2022 totaled 1688 of which 6% of arrests in 4th quarter were juveniles. He highlighted a comparison of crimes noting that person crimes totaled 417, property crimes totaled 1229, society crimes totaled 42, vehicle accidents totaled 460 and motor vehicle thefts totaled

309. He reviewed arrests for eluding and pursuit data from 2020-2022. Discussion ensued.

Park Signs, Reader Board and Wayfinding Signs Update.

Parks, Recreation and Community Services Director Mary Dodsworth shared that in 2022 the city hired Tangram Design to work on the park sign monument project and stakeholder meetings were held to develop a scope of work. She shared that an expanded scope of services has been recommended to address a citywide wayfinding master plan, way finding signs within the parks system, communications electronic reader boards and wayfinding signs for the downtown corridor. She shared that funds are allocated for the reader board and the parks monument signs. After discussion, the City Council is in support of proceeding with the updated scope of work for the wayfinding signage program and the electronic reader board. The City Council would like further review and discussion regarding the wayfinding signage for parks and the downtown corridor.

Street Ends Report Update.

Parks, Recreation and Community Services Director Mary Dodsworth was joined by Stacey Reding, Parks Capital Projects Coordinator. Reding shared that a Street Ends report was completed in 2009, which accessed 14 street ends around four lakes within the city. She shared a map and summary recommendations from 2009 noting that two sites that were included in the 2009 report were excluded from the current scope. She then highlighted the 2022 study scope for 12 sites, the program goals, design approach and site amenities. She then reviewed photos, schematic designs and a site analysis for each of the street ends. She shared that during the assessments additional considerations given to each of the proposed designs were specific to site security, enforcement, operations and maintenance as well as encroachment considerations. She shared that a matrix was developed to prioritize and phase development of the sites. She shared that next steps to the study and future actions can include City Council approval of the study prioritization of the sites and if approved, the inclusion of development into the Parks Capital Improvement Program budget. Discussion ensued.

ITEMS TENTATIVELY SCHEDULED FOR THE FEBRUARY 21, 2023 REGULAR CITY COUNCIL MEETING:

1. Presentation on the use of Pierce County Behavioral Health Tax Funds.
2. Authorizing the execution of an amendment to the purchase and sale agreement related to Wards Lake Park. – (Motion – Consent Agenda)
3. Authorizing the execution of an amendment to the agreement with Tangram Design, LLC, for parks way finding signs. – (Motion – Consent Agenda)
4. Authorizing the execution of an interlocal agreement with the Lakewood Water District for construction of a water main along Hipkins Road near Dresden Lane and 87th Street. (Motion – Consent Agenda)

5. This is the date set for public hearing on the proposed disposal through surplus of vehicle 42221, a boom truck formally used to main the City of Lakewood's traffic signal system. – (Public Hearings and Appeals – Regular Agenda)
6. Review and authorize the request for Approval of Transfer of Control of the Rainier Connect franchise. – (Motion – New Business)
7. American Rescue Plan Act (ARPA) Status Update. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

City Manager Caulfield shared that the City received a letter from Mayor Hong, Gimhae, South Korea sharing that the Festival will be held from Friday, May 5th to May 7th and the Association of Washington Cities (AWC) City Action Days will be held on February 15th and 16th in Olympia.

CITY COUNCIL COMMENTS

Councilmember Bocchi shared that the Pierce County Regional Council (PCRC) General Assembly will be February 16th at 6 p.m.

Councilmember Anderson shared that he attended the retirement reception for Police Chief Mike Zaro last week.

Deputy Mayor Moss shared that she attended the 62nd Airlift Wing Civic Leaders Tour.

Mayor Whalen will not be available to attend the PCRC meeting and he attended the Caring for Kids Happy Hearts Dinner and Auction.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:53 p.m.

ATTEST:

JASON WHALEN, MAYOR

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL MINUTES

Tuesday, February 21, 2023

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, Patti Belle and Paul Bocchi.

PLEDGE OF ALLEGIANCE

Mayor Whalen paused for a moment of silence and led the Pledge of Allegiance.

PROCLAMATIONS AND PRESENTATIONS

Presentation on Pierce County Behavioral Health Tax Funds.

Richard VanCleave, Manager, Pierce County Behavioral Health, shared that the Behavioral Health Tax was implemented in July, 2021. Upon implementation, the Pierce County Council authorized six programs and required a Behavioral Health Improvement (BHIP) Plan to guide how funding was to be prioritized. He shared that goals include identifying community needs, problem solving, providing leadership and advocacy and administering behavioral health, liquor tax and general funding programs. He reviewed the Pierce County Behavioral Health Advisory Board (BHAB) voting and non-voting membership. He shared in March 2022 a competitive bidding process was conducted by the BHAB, 32 applications were reviewed and funding recommendations were recommended to the Pierce County Council for approval. He then reviewed the BHIP core funding targets, awards by funding category and shared that 28 programs were funded for 2022-2023.

He shared that the next Request for Proposal will be released on March 13th for services to be provided in 2024-2025. The applications will be reviewed by the BHAB and recommendations will be made to the Pierce County Council for final approval. Discussion ensued.

PUBLIC COMMENTS

The City Council received written comments in advance of the meeting from Casey Crook.

Speaking before Council were:

Christina Manetti, Lakewood resident, spoke about notification from the city announcing the new tree code regulations and the illustration of an English Oak. Manetti spoke in support of retaining experts as the city implements the Urban Forestry Program and further preservation of native Garry Oak trees.

James Dunlop, Lakewood resident, spoke about the selection process for City Council Position 6, finding the right candidate for the position and considering the possibility that consensus is not virtue.

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 January 23, 2023.

B. Approval of the minutes of the City Council meeting of February 6, 2023.

C. Motion No. 2023-16

Authorizing the execution of an interlocal agreement with the Lakewood Water District for construction of a water main along Hipkins Road near the vicinity of Dresden Lane and 87th Street.

D. Motion No. 2023-17

Authorizing the execution of an agreement with Greater Lakes Mental Healthcare for two mental healthcare professionals.

E. Motion No. 2023-18

Authorizing the execution of a grant agreement with Washington State Emergency Management Department, in the amount of \$62,565, for emergency management performance.

F. Motion No. 2023-19

Appointing Julie White to serve as the Pierce College representative on the Lakewood's Promise Advisory Board.

G. Motion No. 2023-20

Appointing Shelby Taylor to serve on the Community Services Advisory Board through December 15, 2026.

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

1. Landmarks and Heritage Advisory Board meeting minutes of September 22, 2022.
2. Landmarks and Heritage Advisory Board meeting minutes of October 27, 2022.

3. Lakewood's Promise Advisory Board meeting minutes of January 5, 2023.
4. Planning Commission meeting minutes of January 18, 2023.

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

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

PUBLIC HEARINGS AND APPEALS

This is the date set for a public hearing on the proposed disposal through surplus of vehicle 42221, a boom truck formally used to maintain the City of Lakewood traffic signal system.

There being no testimony, the public hearing was declared closed at 8:08 p.m.

RESOLUTION

Resolution No. 2023-04 Consenting to a transfer of control of franchise to Rainier Connect North, LLC.

COUNCILMEMBER BOCCHI MOVED TO ADOPT RESOLUTION NO. 2023-04. SECONDED BY DEPUTY MAYOR MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

American Rescue Plan Act (ARPA) Update.

Long Range and Strategic Planning Manager Tiffany Speir highlighted the history of Lakewood American Rescue Plan Act (ARPA) funding allocations for external and internal projects and programs. She then reviewed requests for funding totaling \$1.78 Million. Discussion ensued and the City Council is not in support of further funding allocations for Tacomaprobono or the Low Income Housing Institute (LIHI) supportive services at Aspen Court.

City Manager Caulfield provided an update on State Legislative initiatives.

He shared that an update on the city's Diversity Equity Inclusion (DEI) Strategic Plan will come forward for City Council review during the March 6th meeting followed by a request for approval of contract totaling \$90,000 with Henderworks, Inc.

He reported that the City is working with a broker Tim Johnson to identify a location for the Senior Activity Center and the city continues to work with the Pierce County Library System on storage of the Tenzler Log.

He then shared that the City will be submitting for a RAISE Grant application in support of the downtown green loop project and the city learned recently that the State Department of Health is mandating Department of Social and Health Services and Western State Hospital to connect to the Lakewood Water District.

He then spoke about the Racial Restrictive Covenants project and recommended the City Council consider a Resolution to support actions authorized under House Bill 1335 to eliminate these covenants.

He then announced the following upcoming meetings and events:

- February 23, 6:30 P.M. to 8:00 P.M., Boys and Girls Clubs of South Puget Sound 2023 Legacy of Hope Event, Hotel Murano Bicentennial Pavilion
- March 3, 6:00 P.M., 1st Annual Dr. Claudia Thomas Community Service Award Gala, McGavick Conference Center

CITY COUNCIL COMMENTS

Councilmember Bocchi shared that he attended the Pierce County Regional Council General Assembly meeting and this week he will be attending the Transportation Coordination Committee meeting.

Councilmember Brandstetter shared that he will attend the community meeting with Pierce County Library System Executive Director and Pierce County Councilmember Hitchen.

Deputy Mayor Moss shared that in honor of Black History Month she was recognized by Clover Park Technical College for her work in the community and shared that she looks forward to the Dr. Claudia Thomas Community Service Award Gala.

Mayor Whalen shared that next week the City Council will hold special meetings on February 28th and March 1st starting at 6 p.m. to interview candidates for City Council Position 6.

Mayor Whalen announced that the City Council will recess into Executive Session for approximately 15 minutes pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the city -- litigation or potential litigation. The City Council recessed into Execution Session at 9:17 p.m. and reconvened at 9:33 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:33 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



To: Mayor and City Councilmembers
From: Tho Kraus, Deputy City Manager
Through: John J. Caulfield, City Manager
Date: March 6, 2023
Subject: Claims Voucher Approval

Check Run Period: January 21, 2023 – February 22, 2023

Total Amount: \$ 6,318,227.85

Checks Issued:

01/31/23	Checks 97271-97316	\$ 136,637.25
02/03/23	Check 97317	\$ 4,000.00
02/15/23	Checks 97318-97396	\$ 174,784.38
02/21/23	Checks 97397-97408	\$ 6,429.45
02/22/23	Checks 97409-97410	\$ 2,735.39

EFT Checks Issued:

01/30/23	Checks 20761-20762	\$ 2,101,567.48
01/31/23	Checks 20763-20868	\$ 1,272,345.54
02/03/23	Check 20869	\$ 14,631.75
02/15/23	Checks 20870-20970	\$ 2,463,565.62
02/21/23	Checks 20971-20972	\$ 3,854.02
02/22/23	Checks 20973-20979	\$ 137,676.97

Voided Checks:

Grand Total \$ 6,318,227.85

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

Dana Kapla
Assistant Finance Director

Tho Kraus
Deputy City Manager

John J. Caulfield
City Manager

City of Lakewood - Accounts Payable Voucher Report

Heritage Bank							Page 1 of 45
Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20761	1/30/2023	000046		ASSOC OF WASHINGTON CITIES,			\$79,858.73
504.0000.09.518.12.41.001			1/1/2023	112503	RM 2023 Workers' Comp Retro Pr	29,840.73	
001.0000.99.518.40.49.001			1/1/2023	102691	ND 2023 AWC City Membership	49,488.00	
504.0000.09.518.11.41.001			1/1/2023	112503	RM 2023 D&A Consortium Members	530.00	
20762	1/30/2023	009107		WASHINGTON CITIES INSURANCE,			\$2,021,708.75
504.0000.09.518.31.46.001			1/1/2023	15707	RM 2023 Equipment Breakdown As	8,210.00	
504.0000.09.518.31.46.001			1/1/2023	15707	RM 2023 Property Assessment	259,982.00	
504.0000.00.395.05.00.000			1/30/2023	2021-0078 Refund	RM Return Deductable on CI # 2	1,000.00	
504.0000.09.518.31.46.001			1/1/2023	15707	RM 2023 Auto Physical Damage A	73,331.00	
504.0000.09.518.31.46.001			1/1/2023	15707	RM 2023 Liability Assessment	1,675,461.00	
504.0000.00.395.05.00.000			1/30/2023	2021-0078 Refund	RM Refund Overpmt on CI # 2021	2,528.75	
504.0000.09.518.31.46.001			1/1/2023	15707	RM 2023 Crime Fidelity Assessm	1,196.00	
20763	1/31/2023	011594		AARDVARK BARK BLOWING,			\$4,400.00
001.0000.11.542.70.48.001			12/29/2022	15830	PKFC LPD BARK Blow In	2,400.00	
001.0000.11.542.70.31.030			12/19/2022	15645	PKST Red Bark	1,760.00	
001.0000.11.542.70.48.001			12/29/2022	15830	Sales Tax	240.00	
20764	1/31/2023	002293		AHBL INC,			\$5,953.75
101.9999.21.541.10.41.001			12/31/2022	136407	PWST/PWSW AG 2021-237 11/26-12	280.00	
101.9999.21.541.10.41.001			8/31/2022	134467	PWST/PWSW AG 2021-237 07/26-08	85.00	
101.9999.21.541.10.41.001			12/31/2022	136406	PWST/PWSW AG 2021-237 11/26-12	300.00	
401.9999.41.531.10.41.001			12/31/2022	136407	PWST/PWSW AG 2021-237 11/26-12	280.00	
401.9999.41.531.10.41.001			9/30/2022	134807	PWST/PWSW AG 2021-237 08/26-09	1,181.25	
101.9999.21.541.10.41.001			12/31/2022	136405	PWST/PWSW AG 2021-237 11/26-12	260.00	
101.9999.21.541.10.41.001			8/31/2022	134466	PWST/PWSW AG 2021-237 07/26-08	21.25	
401.9999.41.531.10.41.001			8/31/2022	134467	PWST/PWSW AG 2021-237 07/26-08	85.00	
401.9999.41.531.10.41.001			12/31/2022	136406	PWST/PWSW AG 2021-237 11/26-12	300.00	
101.9999.21.541.10.41.001			9/30/2022	134807	PWST/PWSW AG 2021-237 08/26-09	1,181.25	
401.9999.41.531.10.41.001			12/31/2022	136487	PWST/PWSW AG 2021-237 11/26-12	589.37	
101.9999.21.541.10.41.001			12/31/2022	136408	PWST/PWSW AG 2021-237 11/26-11	260.00	
401.9999.41.531.10.41.001			12/31/2022	136405	PWST/PWSW AG 2021-237 11/26-12	260.00	
101.9999.21.541.10.41.001			12/31/2022	136487	PWST/PWSW AG 2021-237 11/26-12	589.38	
401.9999.41.531.10.41.001			12/31/2022	136408	PWST/PWSW AG 2021-237 11/26-11	260.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
401.9999.41.531.10.41.001			8/31/2022	134466	PWST/PWSW AG 2021-237 07/26-08	21.25	
20765	1/31/2023	011713		ALLSTREAM,			\$1,260.09
503.0000.04.518.80.42.001			12/8/2022	19051149	IT 12/08/22-01/07/23 Phone	1,260.09	
20766	1/31/2023	007445		ASSOCIATED PETROLEUM PRODUCTS,			\$14,299.32
501.0000.51.548.79.32.002			1/10/2023	23-728322	PKFL various	36.50	
501.0000.51.548.79.32.001			1/10/2023	23-728322	PKFL various	247.11	
501.0000.51.548.79.32.001			1/10/2023	23-728322	PKFL various	99.85	
501.0000.51.548.79.32.002			12/27/2022	22-718171	PKFL various	105.42	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	87.35	
501.0000.51.548.79.32.002			12/27/2022	22-718171	PKFL various	56.47	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	89.98	
501.0000.51.548.79.32.002			12/27/2022	22-718171	PKFL various	123.11	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	75.30	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	95.63	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	158.15	
501.0000.51.548.79.32.002			1/10/2023	23-728322	PKFL various	103.21	
501.0000.51.548.79.32.002			1/10/2023	23-728322	PKFL various	47.83	
501.0000.51.548.79.32.001			1/10/2023	23-728322	PKFL various	244.59	
501.0000.51.548.79.32.001			1/10/2023	23-728322	PKFL various	119.99	
501.0000.51.548.79.32.001			1/10/2023	23-728322	PKFL various	108.65	
501.0000.51.548.79.32.001			1/10/2023	23-728322	PKFL various	20.98	
501.0000.51.548.79.32.002			1/10/2023	23-728322	PKFL various	125.86	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	51.58	
501.0000.51.548.79.32.002			12/27/2022	22-718171	PKFL various	4.89	
501.0000.51.548.79.32.002			12/27/2022	22-718171	PKFL various	115.58	
501.0000.51.548.79.32.002			12/27/2022	22-718171	PKFL various	9.41	
501.0000.51.521.10.32.001			12/22/2022	22-716895	PDFL 12/22 Fuel	10,956.18	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	161.89	
501.0000.51.548.79.32.002			12/27/2022	22-718171	PKFL various	150.60	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	48.94	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	116.34	
501.0000.51.548.79.32.001			1/10/2023	23-728322	PKFL various	123.76	
501.0000.51.548.79.32.002			1/10/2023	23-728322	PKFL various	51.18	
501.0000.51.548.79.32.001			1/10/2023	23-728322	PKFL various	73.42	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	199.54	
501.0000.51.548.79.32.001			1/10/2023	23-728322	PKFL various	83.91	

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501.0000.51.548.79.32.001			1/10/2023	23-728322	PKFL various	104.47	
501.0000.51.548.79.32.001			12/27/2022	22-718171	PKFL various	101.65	
20767	1/31/2023	011039		BERK CONSULTING INC,			\$9,040.00
001.0000.07.558.65.41.001			1/12/2023	10708-12-22	CD AG 2022-043 12/22 Update To	9,040.00	
20768	1/31/2023	011669		BOBCAT OF SEATTLE,			\$710.77
501.0000.51.548.79.48.005			8/18/2022	PSI-137832	PKFL Equip Repair	710.77	
20769	1/31/2023	000065		BOYS AND GIRLS CLUBS OF,			\$14,522.21
196.3004.99.518.63.41.001			1/13/2023	4 Q4/22	ARPA AG 2021-427 Q4/22 Subreci	14,522.21	
20770	1/31/2023	013150		CAREER TEAM LLC,			\$17,067.18
196.3002.99.518.63.41.001			1/19/2322	1 Jul/Aug 2022	ARPA 07/22 & 08/22 Lakewood Wo	11,950.66	
196.3002.99.518.63.41.001			1/19/2023	12/22	ARPA 12/22 Lakewood Workforce	5,116.52	
20771	1/31/2023	010262		CENTURYLINK,			\$66.50
503.0000.04.518.80.42.001			12/19/2022	253-588-0011 515B	IT 12/19/22-01/19/23 Phone	66.50	
20772	1/31/2023	000536		CITY TREASURER CITY OF TACOMA,			\$1,554.02
101.0000.11.542.63.47.006			1/19/2023	100415564 01/19/23	PKST 12/15/22-01/17/23 9450 St	94.28	
101.0000.11.542.64.47.005			1/13/2023	100463727 01/13/23	PKST 11/09/2201/12/23 7919 Cus	4.14	
001.0000.11.576.81.47.005			1/19/2023	101076847 01/19/23	PKFC 12/15/22-01/17/23 8750 St	163.83	
101.0000.11.542.64.47.005			1/26/2023	100228748 01/26/23	PKST 11/22/22-01/25/23 11170 G	110.46	
101.0000.11.542.63.47.006			1/19/2023	100415566 01/19/23	PKST 12/15/22-01/17/23 9000 St	90.82	
101.0000.11.542.64.47.005			1/19/2023	101086773 01/19/23	PKST 12/15/22-01/17/23 9550 St	29.82	
101.0000.11.542.63.47.006			1/13/2023	100440754 01/13/23	PKST 12/13/22-01/12/23 7211 BP	23.80	
101.0000.11.542.64.47.005			1/19/2023	100687561 01/19/23	PKST 12/15/22-01/17/23 8623 87	34.57	
101.0000.11.542.64.47.005			1/23/2023	100433653 01/23/23	PKST 11/17/22-01/20/23 5460 St	4.14	
001.0000.11.576.81.47.005			1/18/2023	100384879 01/18/23	PKFC 12/15/22-01/17/23 8750 St	37.31	
101.0000.11.542.63.47.006			1/13/2023	100349419 01/13/23	PKST 11/09/22-01/12/23 7502 Lk	28.14	
101.0000.11.542.64.47.005			1/23/2023	100228892 01/23/23	PKST 11/17/22-01/20/23 9299 Wh	59.65	
101.0000.11.542.63.47.006			1/19/2023	100471519 01/19/23	PKST 12/15/22-01/17/23 8312 87	55.63	
101.0000.11.542.64.47.005			1/13/2023	100350986 01/13/23	PKST 11/09/22-01/12/23 8800 Cu	137.82	
101.0000.11.542.64.47.005			1/18/2023	100658937 01/18/23	PKST 12/15/22-01/17/23 10300 S	41.97	
101.0000.11.542.63.47.006			1/19/2023	100415597 01/19/23	PKST 12/15/22-01/17/23 10000 S	91.11	
101.0000.11.542.64.47.005			1/13/2023	100520997 01/13/23	PKST 11/09/22-01/12/23 7609 Cu	66.30	
101.0000.11.542.64.47.005			1/17/2023	100432466 01/17/23	PKST 12/14/22-01/13/23 5911 11	2.07	
101.0000.11.542.64.47.005			1/23/2023	100228710 01/23/23	PKST 11/17/22-01/20/23 8915 Me	64.09	

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101.0000.11.542.63.47.006			1/13/2023	100898201 01/13/23	PKST 12/13/22-01/12/23 7729 BP	186.64	
101.0000.11.542.64.47.005			1/25/2023	100228868 01/25/23	PKST 11/19/22-01/24/23 10099 G	53.37	
101.0000.11.542.64.47.005			1/13/2023	100892477 01/13/23	PKST 11/09/22-01/12/23 8108 Jo	136.74	
001.0000.11.576.81.47.005			1/20/2023	100384880 01/20/23	PKFC 11/16/22-01/19/23 8700 St	37.32	
20773	1/31/2023	005786		CLASSY CHASSIS,			\$510.08
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	8.10	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	8.10	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	33.21	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	7.40	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	8.10	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	8.12	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.00	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	15.39	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
180.0000.15.521.21.48.005			12/31/2022	5666	PDFL Oil Change	89.46	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	15.39	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	15.39	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	17.82	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	18.70	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	19.44	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	8.10	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	4.80	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	9.72	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	19.44	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	37.26	
501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	25.11	

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501.0000.51.521.10.48.005			12/31/2022	W-1592	PDFL Oil Change	15.39	
20774	1/31/2023	000099		CLOVER PARK SCHOOL DISTRICT,			\$5,600.00
196.3002.99.565.10.41.001			1/15/2023	2022-4	ARPA AG 2022-053 Q4/22 CPSD We	5,600.00	
20775	1/31/2023	000104		COMMUNITIES IN SCHOOLS,			\$6,875.00
001.0000.11.565.10.41.020			1/30/2023	Q4/22	PKHS AG 2021-017A Q4/22 School	6,875.00	
20776	1/31/2023	000107		COMMUNITY HEALTH CARE,			\$3,500.00
001.0000.11.565.10.41.020			1/30/2023	Q4/22	PKHS AG 2021-115A Q4/22 Prompt	3,500.00	
20777	1/31/2023	002994		CORDANT HEALTH SOLUTIONS,			\$542.72
001.0000.02.523.30.41.001			12/31/2022	TC-42210123122	MC 12/22 UA's	542.72	
20778	1/31/2023	003950		EMERGENCY FOOD NETWORK OF,			\$6,250.00
001.0000.11.565.10.41.020			1/30/2023	2012995	PKHS AG 2021-023A Q4/22 Co-Op	6,250.00	
20779	1/31/2023	008185		FOOD CONNECTION,			\$6,250.00
001.0000.11.565.10.41.020			1/30/2023	41	PKHS AG 2021-024A Q4/22 Emerge	6,250.00	
20780	1/31/2023	012975		FOSTER GARVEY PC,			\$1,900.00
001.0000.06.515.30.41.001			1/11/2023	2843227	LG Thru 12/31 Mirjalili/Lapert	1,900.00	
20781	1/31/2023	007965		GORDON THOMAS HONEYWELL,			\$11,535.63
192.0000.00.558.60.41.001			9/30/2022	September 2022 1185	SSMCP AG 2021-263 09/22 Gov'tl	3,275.63	
192.0000.00.558.60.41.001			12/31/2022	December 2022 1185	SSMCP AG 2021-263 12/22 Gov'tl	3,250.00	
001.0000.03.513.10.41.001			12/31/2022	December 2022 1014	CM AG 2021-359 12/22 Gov'tl Af	5,010.00	
20782	1/31/2023	000207		GREATER LAKES MENTAL HEALTH,			\$6,250.00
001.0000.11.565.10.41.020			1/10/2023	Q4/22 BHCT	PKHS AG 2021-052A Q4/22 Behavi	6,250.00	
20783	1/31/2023	013418		HID GLOBAL,			\$1,048.17
503.0000.04.518.80.48.003			1/27/2023	13402012663	IT 12/01/22-11/30/23 CMT Adv.	1,048.17	
20784	1/31/2023	010730		JAYMARC AV,			\$1,586.20
502.0000.17.518.35.48.001			1/11/2023	7704	PKFC Lutron Site Visit Repair:	1,586.20	
20785	1/31/2023	011961		KELLEY CONNECT COMPANY,			\$5,086.37
503.0000.04.518.80.45.002			12/6/2022	IN1197898	IT 11/22 Copier	2,027.51	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
503.0000.04.518.80.45.002			11/2/2022	IN1173643	IT 10/22 Copier	2,855.35	
503.0000.04.518.80.31.001			11/1/2022	IN1170272	IT Ink Cartridge	203.51	
20786	1/31/2023	008202		KPG INC,			\$3,968.00
302.0001.21.595.12.41.001			1/6/2023	191696	PWCP AG 2022-164 11/25-12/31 S	3,968.00	
20787	1/31/2023	010712		LINDQUIST DENTAL CLINIC,			\$3,680.04
001.0000.11.565.10.41.020			1/31/2023	20230130	PKHS AG 2021-018A Q4/22 Uncomp	3,680.04	
20788	1/31/2023	002185		LOWE'S COMPANIES INC,			\$2,746.01
101.0000.11.542.64.31.001			12/8/2022	924792	PKST Maint Supplies	544.98	
502.0000.17.542.65.31.001			12/6/2022	924573	PKST Maint Supplies	18.80	
001.0000.11.576.81.31.001			12/8/2022	943214	PKFC Maint Supplies	109.62	
502.0000.17.518.35.31.001			12/9/2022	923924	PKFC Maint Supplies	83.59	
401.0000.11.531.10.31.030			12/6/2022	924489	PK Maint Supplies	87.69	
101.0000.11.544.90.31.001			12/16/2022	943252	PKST Maint Supplies	30.23	
502.0000.17.518.30.31.001			12/6/2022	943996	PKFC Maint Supplies	195.69	
502.0000.17.518.35.31.001			11/28/2022	923796	PKFC Maint Supplies	44.35	
502.0000.17.518.30.35.001			12/20/2022	924207	PKFC Tool Cabinets	968.72	
401.0000.11.531.10.31.030			11/29/2022	923934	PK Maint Supplies	149.60	
001.0000.11.576.81.31.001			11/29/2022	923044	PKFC Maint Supplies	208.97	
101.0000.11.544.90.31.001			12/14/2022	924422	PKFC Maint Supplies	7.74	
502.0000.17.518.35.31.001			12/23/2022	967420	PKFC Maint Supplies	79.99	
001.0000.11.542.70.31.001			12/19/2022	924933	PKST Maint Supplies	147.29	
502.0000.17.521.50.31.001			12/19/2022	924003	PKFC Maint Supplies	18.48	
502.0000.17.521.50.31.001			11/2/2022	923982	PKFC Maint Supplies	50.27	
20789	1/31/2023	010674		MACKAY COMMUNICATIONS INC,			\$110.16
503.0000.04.518.80.42.001			1/25/2023	SB 202212 44018	IT PD 12/22 Air-Time AQ01968	55.08	
503.0000.04.518.80.42.001			12/23/2022	SB 202211 41417	IT PD 11/22 Air-Time AQ01968	55.08	
20790	1/31/2023	013314		MACKENZIE,			\$1,741.25
196.6010.99.518.20.41.001			1/9/2023	1081682	ARPA 11/28-12/31 CH Needs Asse	1,741.25	
20791	1/31/2023	013015		MAKING A DIFFERENCE FOUNDATION,			\$3,636.51
001.0000.11.565.10.41.020			1/17/2023	Q4/22	PKHS AG 2021-020A Q4/22 Eloise	3,636.51	
20792	1/31/2023	011494		MARTIN, BRIAN			\$1,075.00
503.0000.04.518.80.41.001			1/17/2023	2301	IT 12/01-12/29 Web Development	1,075.00	

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20793	1/31/2023	000360		MCCLATCHY COMPANY LLC,			\$1,347.91
001.0000.06.514.30.44.001				166263	LG Inv. 166263 Credit	-69.72	
001.0000.07.558.60.44.001			12/31/2022	166263	CD NOA Emerg. Food Network SEP	235.19	
001.0000.07.558.60.44.001			12/31/2022	166263	CD NOA Portland Ave. Short Pla	219.11	
001.0000.07.558.65.44.001			12/31/2022	166263	CD SSMCP RFP For Research	492.95	
001.0000.07.558.60.44.001			12/31/2022	166263	CD NOA Lkwd Live Edge-Conditio	203.03	
001.0000.07.558.60.44.001			12/31/2022	166263	CD NOA Wohlers ADU Envir. Revi	267.35	
20794	1/31/2023	013369		MMLJ, INC.,			\$14,410.00
501.9999.51.594.48.64.005			9/9/2022	INV-08287	Sales Tax	1,310.00	
501.9999.51.594.48.64.005			9/9/2022	INV-08287	PK Complete DB500 Blast Pot (P	13,100.00	
20795	1/31/2023	009261		NATIONAL CONSTRUCTION RENTALS,			\$49.90
302.0137.21.595.30.45.004			8/17/2022	6675983	PWCP 08/19-09/15 6 Ft Temp Pan	49.90	
20796	1/31/2023	002421		NORTHWEST PLAYGROUND EQUIP,			\$5,449.81
301.0017.11.576.80.41.001			1/30/2023	50900	PK FSP EWF chips for playgroun	4,954.37	
301.0017.11.576.80.41.001			1/30/2023	50900	Sales Tax	495.44	
20797	1/31/2023	000173		NOURISH PIERCE COUNTY,			\$6,250.00
001.0000.11.565.10.41.020			1/30/2023	Q4/22	PKHS AG 2021-117A Q4/22 Nutrit	6,250.00	
20798	1/31/2023	000378		OGDEN MURPHY WALLACE,			\$401.50
001.0000.06.515.30.41.001			1/6/2023	871277	LG Thru 12/31 Public Defense	401.50	
20799	1/31/2023	000407		PIERCE COUNTY,			\$178,896.87
001.0000.15.521.10.41.001			12/22/2022	CI-325955	PD 11/22 Jail Svcs	3,237.23	
631.0003.02.586.10.00.010			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	428.18	
196.2001.99.518.63.41.001			12/31/2022	CI-326765	ARPA AG 2021-363 12/22 BIPOC B	37,280.00	
503.0000.04.518.80.42.001			12/30/2022	CI-326899	IT Q3/22 WAN User, LINX User	2,415.00	
101.0000.11.542.64.41.001			12/31/2022	CI-326972	IT 12/22 Traffic Ops. Maint. S	51,871.28	
101.0000.11.542.64.41.001			11/22/2022	CI-324447	PKST/PWCP 08/22 Traffic Ops. M	16,571.31	
401.0021.41.531.10.41.001			12/31/2022	CI-326563	AB/PWSW 12/22 Recordings	117.00	
302.0004.21.595.30.41.001			11/22/2022	CI-324447	PKST/PWCP 08/22 Traffic Ops. M	58,453.33	
503.0000.04.518.80.49.004			12/30/2022	CI-327062	IT Q4/22 Amazon Web Svcs	8,319.04	
105.0001.07.559.20.41.001			12/31/2022	CI-326563	AB/PWSW 12/22 Recordings	204.50	
20800	1/31/2023	003089		PIERCE COUNTY AIDS FOUNDATION,			\$4,769.64

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001.0000.11.565.10.41.020			1/4/2023	Q4/22	PKHS AG 2021-053A Q4/22 Oasis	4,769.64	
20801	1/31/2023	000428		PIERCE COUNTY SEWER,			\$258.82
001.0000.11.576.81.47.004			1/17/2023	2029430 01/17/23	PKFC 11/01-12/31 9101 Angle Ln	129.41	
001.0000.11.576.80.47.004			1/17/2023	1583646 01/17/23	PKFC 11/01-12/31 8807 25th Ave	129.41	
20802	1/31/2023	009541		PRO FORCE LAW ENFORCEMENT,			\$10,794.08
001.0000.15.521.10.35.010			1/16/2023	505888	Sales Tax	981.28	
001.0000.15.521.10.35.010			1/16/2023	505888	PD HS515GM-LEM HLS LE 515GM Re	9,812.80	
20803	1/31/2023	007183		PRO-VAC,			\$3,512.57
401.0000.11.531.10.48.001			12/15/2022	165689	PKSW AG 2018-151D 12/15 CH ET	3,512.57	
20804	1/31/2023	009152		PUBLIC FINANCE INC,			\$577.80
202.0000.01.514.20.41.001			7/1/2022	0002397	DS 3Q/22 LID Admin: CLID No. 1	82.29	
202.0000.03.514.20.41.001			10/1/2022	0002415	DS 4Q/22 LID Admin: CLID No. 1	165.17	
202.0000.02.514.20.41.001			7/1/2022	0002397	DS 3Q/22 LID Admin: CLID No. 1	41.14	
202.0000.02.514.20.41.001			10/1/2022	0002415	DS 4Q/22 LID Admin: CLID No. 1	41.74	
202.0000.03.514.20.41.001			7/1/2022	0002397	DS 3Q/22 LID Admin: CLID No. 1	164.57	
202.0000.01.514.20.41.001			10/1/2022	0002415	DS 4Q/22 LID Admin: CLID No. 1	82.89	
20805	1/31/2023	000445		PUGET SOUND ENERGY,			\$23,358.48
001.0000.11.576.80.47.005			1/6/2023	300000010268 1/6/23	PKFC 12/01-12/30 Woodlawn Ave	129.12	
101.0000.11.542.63.47.006			1/6/2023	300000007165 1/6/23	PKST 12/03-22-01/03/23 N of Lk	22,977.23	
001.0000.11.576.80.47.005			1/6/2023	300000000129 1/6/23	PKFC 12/01-12/30 11500 Militar	223.90	
001.0000.11.576.81.47.005			1/23/2023	200001527551 1/23/23	PKFC Correct 9/21-10/20 9115 A	28.23	
20806	1/31/2023	010325		REBUILDING TOGETHER SOUTH,			\$41,913.07
196.2002.99.518.63.41.001			1/13/2023	RTSS02ARPA	ARPA AG 2021-426 RTSS02ARPA	38,413.07	
001.0000.11.565.10.41.020			1/12/2023	Q4/22	PKHS AG 2021-103A Q4/22 Rebuil	3,500.00	
20807	1/31/2023	011932		ROBERT W. DROLL,			\$8,445.51
301.0027.11.594.76.41.001			12/31/2022	22008-04	PK AG 2022-118 Thru 12/31/22 A	8,445.51	
20808	1/31/2023	013074		SIERRA SANTA FE CORP,			\$20,815.05
302.0000.00.223.40.00.000			1/30/2023	AG 2022-167 Ret.	PWCP AG 2022-167 Retainage Rel	20,815.05	
20809	1/31/2023	000066		SOUND UNIFORM SOLUTIONS,			\$265.82
001.0000.15.521.22.31.008			12/6/2022	202212SU038	PD Remove & Repl Badge: Ureckfi	16.50	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.22.31.008			12/13/2022	202212SU111	PD Uniform Alterations: Cernia	161.15	
001.0000.15.521.22.31.008			12/9/2022	202212SU080	PD Uniform Alterations: Lutrel	60.67	
001.0000.15.521.22.31.008			12/13/2022	202212SU110	PD Uniform Alterations: Eames	27.50	
20810	1/31/2023	009493		STAPLES ADVANTAGE,			\$10.34
001.0000.02.512.50.31.001			12/21/2022	3525972978	MC Office Supplies	10.34	
20811	1/31/2023	009030		STERICYCLE INC,			\$10.36
001.0000.15.521.10.41.001			12/31/2022	3006307715	PD 12/22 On Call Svcs	10.36	
20812	1/31/2023	002458		SUMMIT LAW GROUP,			\$3,377.00
001.0000.06.515.30.41.001			1/13/2023	142564	LG Thru 12/31 Gen Labor	3,377.00	
20813	1/31/2023	006497		SYSTEMS FOR PUBLIC SAFETY,			\$2,625.57
504.0000.09.518.35.48.001			1/13/2023	42689	PDFL Insurance Repair	1,448.83	
501.0000.51.521.10.48.005			1/20/2022	43011	PDFL Tires	920.60	
501.0000.51.521.10.48.005			1/20/2022	43011	PDFL Safety Inspection	26.68	
501.0000.51.521.10.48.005			1/20/2022	43011	PDFL Oil Change	106.91	
501.0000.51.521.10.48.005			1/20/2022	43011	PDFL Electrical	122.55	
20814	1/31/2023	002153		THE RESCUE MISSION,			\$3,000.00
001.0000.11.565.10.41.020			1/30/2023	1222	PKHS AG 2021-019A Q4/22 Emerge	3,000.00	
20815	1/31/2023	001629		TILlicum AMERICAN LAKE GARDENS,			\$4,465.66
001.0000.11.565.10.41.020			1/30/2023	Q4/22	PKHS 2021-025A Q4/22 Emergency	4,465.66	
20816	1/31/2023	012587		TOWNZEN & ASSOCIATES INC,			\$22,795.30
001.0000.07.558.50.41.001			10/13/2022	22-99	CD 09/22 On-Site Manpower Svcs	4,835.00	
001.0000.07.558.50.41.001			12/15/2022	22-130	CD 10/22 & 11/22 Bldg. Plan Re	2,580.00	
001.0000.07.558.50.41.001			1/12/2023	23-014	CD 12/22 Bldg. Plan Review	15,380.30	
20817	1/31/2023	011512		WA STATE DEPT OF CORRECTIONS,			\$873.61
001.0000.15.521.10.41.001			1/4/2023	FCU2212.6598	PD 12/22 Work Crews	873.61	
20818	1/31/2023	000593		WASHINGTON STATE TREASURER,			\$50,459.21
631.0002.02.586.10.00.050			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	1,142.00	
631.0002.02.586.10.00.010			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	8,067.48	
631.0002.02.586.10.00.060			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	1,192.04	
631.0002.02.586.10.00.150			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	2,384.48	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
631.0002.07.586.10.00.040			1/30/2023	09/22 Bldg. Code	CD 09/22 State Bldg. Code	753.50	
631.0002.02.586.10.00.030			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	6,114.43	
631.0002.02.586.10.00.140			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	39.16	
631.0002.02.586.10.00.020			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	13,517.40	
631.0002.02.586.10.00.210			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	8.61	
180.0000.00.229.10.00.000			1/25/2023	01/25/2023	PDSZ 2022 10% Narotics Seizure	11,727.43	
631.0002.07.586.10.00.040			1/30/2023	11/22 Bldg. Code	CD 11/22 State Bldg. Code	456.00	
631.0002.02.586.10.00.090			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	52.64	
631.0002.02.586.10.00.130			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	49.02	
631.0002.02.586.10.00.160			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	1,089.02	
631.0002.07.586.10.00.040			1/30/2023	10/22 Bldg. Code	CD 10/22 State Bldg. Code	661.50	
631.0002.07.586.10.00.040			1/30/2023	12/22 Bldg. Code	CD 12/22 State Bldg. Code	324.50	
181.0000.00.229.10.00.000			1/25/2023	01/25/2023	PDSZ 2022 10% Narotics Seizure	2,880.00	
20819	1/31/2023	010239		WEST PIERCE FIRE & RESCUE,			\$281,486.40
001.0000.07.558.50.41.001			1/19/2023	INV23-011	CD ILA:2022	273,143.33	
001.0000.15.521.10.41.001			1/24/2023	INV23-013	PD 2022 Boathouse	8,343.07	
20820	1/31/2023	006166		WESTERN TOWING SERVICES,			\$701.25
001.0000.15.521.10.41.070			1/25/2023	22-38868	PD 12/02/22 Chev Silverado	88.00	
001.0000.15.521.10.41.070			1/25/2023	38192	PD 09/17 Pontiac G8	88.00	
001.0000.15.521.10.41.070			1/25/2023	38978	PD 12/19 Kia Soul	349.25	
001.0000.15.521.10.41.070			1/25/2023	38971	PD 12/19 Kia Soul	88.00	
001.0000.15.521.10.41.070			1/25/2023	38970	PD Kia Forte	88.00	
20821	1/31/2023	011032		YMCA OF PIERCE AND KITSAP CO.,			\$1,250.00
196.3007.99.518.63.41.001			1/17/2023	4 1/17/23	ARPA Q4/22 Lakewood Child & Te	1,250.00	
20822	1/31/2023	011591		911 SUPPLY INC,			\$794.27
001.0000.15.521.22.31.008			1/10/2023	INV-2-25314	PD Cuffs	189.37	
001.0000.15.521.22.31.008			1/23/2023	INV-2-25707	PD Shorts: Meeks	21.98	
001.0000.15.521.22.31.008			1/13/2023	INV-2-25473	PD Shirts, Pant, Cap, Belt	549.90	
001.0000.15.521.22.31.008			1/23/2022	INV-2-25706	PD Badge	33.02	
20823	1/31/2023	000005		ABC LEGAL SERVICES LLC,			\$30.00
001.0000.06.515.30.41.001			1/5/2023	13065881.100	LG 22-1-02535-4 Deliver To PCS	30.00	
20824	1/31/2023	011713		ALLSTREAM,			\$1,273.18
503.0000.04.518.80.42.001			1/8/2023	19142211	IT 01/08-02/07 Phone	1,273.18	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20825	1/31/2023	007445		ASSOCIATED PETROLEUM PRODUCTS,			\$12,059.38
501.0000.51.521.10.32.001			1/9/2023	23-727608	PD Fuel	12,059.38	
20826	1/31/2023	012523		AXON ENTERPRISE INC,			\$25,107.00
001.9999.15.594.21.64.010			1/1/2023	INUS127009	PD Auto Transcribe Unltd Acces	19,526.43	
196.6001.99.594.21.64.010			1/1/2023	INUS127005	PD Pro License Bundle	81.90	
196.6001.99.594.21.64.010			1/1/2023	INUS127009	PD Auto Transcribe Unltd Acces	5,190.57	
001.9999.15.594.21.64.010			1/1/2023	INUS127005	PD Pro License Bundle	308.10	
20827	1/31/2023	010262		CENTURYLINK,			\$1,068.37
503.0000.04.518.80.42.001			1/31/2023	253-589-8734 340B	IT 01/14-02/14 Phone	189.38	
503.0000.04.518.80.42.001			1/19/2023	253-588-0011 515B	IT 01/19-02/19 Phone	66.50	
503.0000.04.518.80.42.001			1/16/2023	253-582-0669 467B	IT 01/16-02/16 Phone	261.16	
503.0000.04.518.80.42.001			1/16/2023	253-582-1023 738B	IT 01/16-02/16 Phone	65.00	
503.0000.04.518.80.42.001			1/19/2023	253-588-4697 855B	IT 01/19-02/19 Phone	50.35	
503.0000.04.518.80.42.001			1/16/2023	253-582-0174 486B	IT 01/16-02/16 Phone	291.79	
503.0000.04.518.80.42.001			1/16/2023	253-582-7426 582B	IT 01/16-02/16 Phone	144.19	
20828	1/31/2023	006493		CH2O INC,			\$242.00
502.0000.17.518.35.41.001			1/11/2023	329200	PKFC 01/23 BW Labor	242.00	
20829	1/31/2023	003883		CHUCKALS INC,			\$725.34
001.0000.99.518.40.31.001			1/5/2023	1096697-0	ND Copy Paper	725.34	
20830	1/31/2023	000536		CITY TREASURER CITY OF TACOMA,			\$312.47
101.0000.11.542.64.47.005			1/25/2023	100665891 01/25/23	PKST 12/22/22-01/24/23 7309 On	19.86	
101.0000.11.542.64.47.005			1/24/2023	100228949 01/24/23	PKST 12/21/22-01/23/23 8200 St	70.00	
101.0000.11.542.64.47.005			1/27/2023	100707975 01/27/23	PKST 12/23/22-01/25/23 7403 Lk	49.63	
101.0000.11.542.64.47.005			1/24/2023	100228932 01/24/23	PKST 12/21/22-01/23/23 8300 St	149.09	
101.0000.11.542.64.47.005			1/26/2023	100254732 01/26/23	PKST 12/23/22-01/25/23 11023 G	23.89	
20831	1/31/2023	005786		CLASSY CHASSIS,			\$420.03
501.0000.51.521.10.48.005			1/13/2023	5667	PDFL Oil Change	97.12	
501.0000.51.521.10.48.005			1/13/2023	5667	PDFL Oil Change	97.12	
501.0000.51.521.10.48.005			1/22/2023	5670	PDFL Detail	225.79	
20832	1/31/2023	003867		DELL MARKETING LP,			\$3,949.99
503.0015.04.518.80.35.030			1/24/2023	10646990455	IT Keyboards w/ Touchpad	3,949.99	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20833	1/31/2023	013406		FERNANDEZ, PATREA M			\$1,450.00
001.0000.11.571.20.41.001		1/27/2023	January 2023	PK Yoga Instructor	1,450.00		
20834	1/31/2023	012308		HONEY BUCKET,			\$110.00
001.0000.02.523.30.47.004		1/9/2023	0553252110	MC 01/09-02/05 San-Can: 8714 8	110.00		
20835	1/31/2023	004036		HORIZON AUTOMATIC RAIN CO,			\$49.44
001.0000.11.542.70.31.001		1/10/2023	3N151656	PK Universal Tool Pouch, Bypas	49.44		
20836	1/31/2023	011106		J & J AUTOBODY REPAIR INC.,			\$5,933.02
504.0000.09.518.35.48.001		1/16/2022	30925	PDFL Insurance Repair	4,834.23		
504.0000.09.518.35.48.001		1/13/2023	30922	PDFL Insurance Repair	1,098.79		
20837	1/31/2023	010885		JOHNSTON GROUP LLC,			\$4,725.00
001.0000.03.513.10.41.001		1/3/2023	1416	CM AG 2022-234 01/23 Fed. Gov.	4,725.00		
20838	1/31/2023	009964		LAKESIDE INDUSTRIES INC,			\$1,157.20
101.0000.11.542.30.31.030		1/9/2023	220289	PKST EZ Sreet Pallet	1,157.20		
20839	1/31/2023	012346		LAKESIDE BUILDING MAINT. LLC,			\$1,300.00
001.0000.11.576.80.41.001		1/29/2023	1030	PK AG 2021-151C 01/23 Janitori	1,300.00		
20840	1/31/2023	000288		LAKESIDE HARDWARE & PAINT INC,			\$65.84
503.0000.04.518.80.31.001		1/18/2023	700766	IT Blazing 2032 4pk	65.84		
20841	1/31/2023	000298		LAKESIDE TOWING,			\$88.00
001.0000.15.521.10.41.070		1/12/2023	245369	PD 01/11 Ford Explorer	88.00		
20842	1/31/2023	009724		MILES RESOURCES LLC,			\$194.40
101.0000.11.542.30.31.030		1/9/2023	340826	PKST Cold Mix	194.40		
20843	1/31/2023	009261		NATIONAL CONSTRUCTION RENTALS,			\$99.80
302.0137.21.595.30.45.004		1/4/2023	6845501	PWCP 01/06-02/02 6 Ft Temp Pan	49.90		
302.0137.21.595.30.45.004		12/7/2022	6814120	PWCP 12/09/22-01/05 6 Ft Temp	49.90		
20844	1/31/2023	000364		NORTHWEST BUILDING LLC,			\$4,446.00
502.0000.17.521.50.48.009		1/1/2023	Q1/23	PKFC Q1/23 Common Area Exp. Fo	4,446.00		

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20845	1/31/2023	012500		O'REILLY AUTO PARTS,			\$156.96
501.0000.51.548.79.31.006			1/18/2023	3626-413410	PKFL Battery	94.80	
501.0000.51.548.79.31.006			1/27/2023	2863-110322	PKFL Connector	31.77	
001.0000.11.576.81.31.001			1/27/2023	2863-110352	PK Tester	21.99	
501.0000.51.548.79.31.006			1/26/2023	2863-110015	PKFL Mini Bulb	8.40	
20846	1/31/2023	013430		PEOPLE SPEAK, LLC,			\$7,200.00
001.9999.07.558.65.41.001			1/19/2023	LAKWA-0001	CD LAKWA-0001 01/01-06/30 Subs	7,200.00	
20847	1/31/2023	000407		PIERCE COUNTY,			\$63,610.26
401.0000.41.531.10.41.001			1/1/2023	CI-326500	PWSW SWM Svc. Charge Billing F	63,610.26	
20848	1/31/2023	010630		PRINT NW,			\$223.52
001.0000.11.571.20.41.082			1/10/2023	D36659401	PKRC MP Show SummerFest Car Sh	223.52	
20849	1/31/2023	009152		PUBLIC FINANCE INC,			\$315.60
202.0000.03.514.20.41.001			1/3/2023	0002431	DS 1Q/23 LID Admin: CLID No. 1	180.60	
202.0000.02.514.20.41.001			1/3/2023	0002431	DS 1Q/23 LID Admin: CLID No. 1	45.00	
202.0000.01.514.20.41.001			1/3/2023	0002431	DS 1Q/23 LID Admin: CLID No. 1	90.00	
20850	1/31/2023	000446		PUGET SOUND CLEAN AIR AGENCY,			\$10,929.00
001.0000.15.521.32.41.001			1/20/2023	23-052 Q1/23	PD Q1/23 Clean Air Assessment	10,929.00	
20851	1/31/2023	000445		PUGET SOUND ENERGY,			\$4,430.79
502.0000.17.518.35.47.011			1/20/2023	200018357661 1/20/23	PKFC 12/19/22-01/19/23 6000 Ma	1,312.94	
502.0000.17.521.50.47.011			1/19/2023	200008745289 1/19/23	PKFC 12/16/22-01/18/23 9401 Lk	1,456.36	
001.0000.11.576.81.47.005			1/23/2023	300000010938 1/23/23	PKFC 12/20/22-01/20/23 8802 Dr	360.03	
001.0000.11.576.81.47.005			1/23/2023	300000010896 1/23/23	PKFC 12/20/22-01/20/24 Ft Stei	507.52	
001.0000.11.576.81.47.005			1/25/2023	220017468871 1/25/23	PKFC 12/22/22-01/24/23 9107 An	418.91	
001.0000.11.576.81.47.005			1/25/2023	220024933081 1/25/23	PKFC 12/22/22-01/24/23 8714 87	229.41	
001.0000.11.576.81.47.005			1/25/2023	200001527346 1/25/23	PKFC 12/22/22-01/24/23 8714 87	11.10	
101.0000.11.542.64.47.005			1/23/2023	300000005037 1/23/23	PKST 01/10-01/19 Gravelly Lk &	134.52	
20852	1/31/2023	010740		RFI ENTERPRISES INC,			\$114.41
101.0000.11.544.90.41.001			1/5/2023	637899	PKST 02/01-04/30 Intrusion Mon	114.41	
20853	1/31/2023	013330		SAURI, MARCO A			\$2,158.54
001.9999.11.565.10.41.020			1/26/2023	92346447	PKHS Renew Choice Google Works	158.54	
001.9999.11.565.10.41.020			1/31/2023	14	PKHS AG 2022-158 01/16-01/31 L	2,000.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20854	1/31/2023	000066		SOUND UNIFORM SOLUTIONS,			\$1,929.40
001.0000.15.521.22.31.008			1/11/2023	202301SU087	PD Uniform, Jumpsuit: Kirkham	556.60	
001.0000.15.521.22.31.008			1/5/2023	202301SU028	PD Uniform Alterations:Wabinga	38.50	
001.0000.15.521.22.31.008			1/11/2023	202301SU091	PD Uniform Alteration,Pants:Ea	33.00	
001.0000.15.521.22.31.008			1/10/2023	202301SU073	PD Uniform, Jumpsuit: Craner	701.80	
001.0000.15.521.22.31.008			1/10/2023	202301SU074	PD Uniform, Jumpsuit: Veenker	525.80	
001.0000.15.521.22.31.008			1/4/2023	202301SU013	PD Uniform Alteration, Zipper:	49.50	
001.0000.15.521.22.31.008			1/6/2023	202301SU051	PD Uniform Alt, Name Tag: Doug	24.20	
20855	1/31/2023	010656		SOUTH SOUND 911,			\$159,782.49
001.0000.15.521.10.41.126			1/9/2023	00874	PD 01/2 RMS Svcs	24,950.00	
001.0000.15.521.10.41.126			1/9/2023	00874	PD 01/23 Communication Svcs	111,273.33	
001.0000.15.521.10.41.126			1/9/2023	00874	PD 01/23 Warrant Svcs	7,078.33	
001.0000.15.521.10.41.126			1/9/2023	00874	PD 01/23 Records/Permitting Sv	16,480.83	
20856	1/31/2023	003267		SOUTH TACOMA GLASS SPECIALISTS,			\$385.00
501.9999.51.594.21.64.005			1/10/2023	61305	PDFL New Build	385.00	
20857	1/31/2023	011046		SPEIR, TIFFANY			\$1,902.36
001.9999.07.558.65.41.001			1/17/2023	8U0039951U846680A	CD Reimburse Retyping Of 2000	1,902.36	
20858	1/31/2023	002881		SPRAGUE PEST SOLUTIONS CO,			\$399.26
502.0000.17.542.65.48.001			1/16/2023	5012733	PKFC 01/16 Pest Control Lkwd T	67.98	
502.0000.17.521.50.48.001			1/18/2023	5012966	PKFC 01/18 Pest Control PD	148.90	
502.0000.17.518.35.41.001			1/19/2023	5012258	PKFC 01/19 Gen Pest Ctrl Svcs:	76.35	
001.0000.11.576.81.41.001			1/17/2023	5012389	PKFC 01/17 Pest Control 9115 A	106.03	
20859	1/31/2023	004721		SQUAD ROOM EMBLEMS,			\$154.95
001.0000.15.521.22.31.008			1/20/2023	0190	PD Badge Repair	154.95	
20860	1/31/2023	009493		STAPLES ADVANTAGE,			\$1,504.10
001.0000.15.521.10.31.001			1/7/2023	3527392640	PD Office Supplies	47.29	
001.0000.11.571.20.31.001			1/7/2023	3527392642	PKRC Tape, Notes, Lables, Park	236.02	
101.0000.21.544.20.31.001			1/14/2023	3527888512	PWST Pens, Notebooks	61.36	
001.0000.15.521.10.31.001			1/12/2023	3527659436	PD Office Supplies	987.80	
001.0000.99.518.40.31.001			1/13/2023	3527737995	ND Shredder Wastebags	56.80	
001.0000.99.518.40.31.001			1/14/2023	3527888511	ND Copy Paper	67.23	
001.0000.11.571.20.31.001			1/8/2023	3527491573	PKRC 3x3 24Pk Pads	22.31	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.31.001			1/7/2023	3527392641	PD Office Supplies	25.29	
20861	1/31/2023	013407		STEWART HIZON, MACKENZIE			\$285.00
001.0000.11.571.20.41.001			1/23/2023	01/23/2023	PKRC 01/14 & 01/21 Musical Svc	285.00	
20862	1/31/2023	006497		SYSTEMS FOR PUBLIC SAFETY,			\$3,012.46
501.0000.51.521.10.48.005			1/11/2023	43276	PDFL Safety Inspection	22.81	
501.0000.51.521.10.48.005			1/20/2023	43316	PDFL Safety Inspection	22.88	
501.0000.51.521.10.48.005			1/11/2023	43169	PDFL Wheel	262.16	
501.0000.51.521.10.48.005			1/20/2023	43280	PDFL Other	15.28	
501.0000.51.521.10.48.005			1/11/2023	43126	PDFL Oil Change	102.16	
501.0000.51.521.10.48.005			1/20/2023	43280	PDFL Belt	135.21	
501.0000.51.521.10.48.005			1/20/2023	43316	PDFL Oil Change	103.85	
501.0000.51.521.10.48.005			1/11/2023	43287	PDFL Other	75.08	
501.0000.51.521.10.48.005			1/11/2023	43169	PDFL Oil Change	114.82	
501.0000.51.521.10.48.005			1/11/2023	43276	PDFL Oil Change	103.84	
501.0000.51.521.10.48.005			1/11/2023	43257	PDFL Battery	248.16	
501.0000.51.521.10.48.005			1/11/2023	43169	PDFL Tires	949.30	
501.0000.51.521.10.48.005			1/20/2023	43280	PDFL Oil Change	105.12	
501.0000.51.521.10.48.005			1/20/2023	43280	PDFL Tire Repair	53.80	
501.0000.51.521.10.48.005			1/20/2023	43300	PDFL Safety Inspection	22.81	
501.0000.51.521.10.48.005			1/11/2023	43126	PDFL Safety Inspection	22.29	
501.0000.51.521.10.48.005			1/11/2023	43266	PDFL Other	103.95	
501.0000.51.521.10.48.005			1/11/2023	43169	PDFL Safety Inspection	27.50	
501.0000.51.521.10.48.005			1/11/2023	43169	PDFL Other	27.50	
501.0000.51.521.10.48.005			1/11/2023	43257	PDFL Tire Repair	56.76	
501.0000.51.521.10.48.005			1/20/2023	43300	PDFL Oil Change	103.84	
501.0000.51.521.10.48.005			1/11/2023	43126	PDFL Tire Rotation	32.18	
501.0000.51.521.10.48.005			1/20/2023	43280	PDFL Safety Inspection	24.10	
501.0000.51.521.10.48.005			1/20/2023	43280	PDFL Electrical	207.80	
501.0000.51.521.10.48.005			1/20/2023	43313	PDFL Wipers	69.26	
20863	1/31/2023	000564		TUCCI & SONS, INC,			\$196.73
101.0000.11.542.30.31.030			1/10/2023	74814	PKST Cold Mix	106.80	
101.0000.11.542.30.31.030			1/18/2023	74887	PKST Cold Mix	89.93	
20864	1/31/2023	009372		VENTEK INTERNATIONAL,			\$90.00
503.0000.04.518.80.42.001			1/1/2023	135822	IT 01/23 CCU Server Hosting, D	90.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20865	1/31/2023	002509		VERIZON WIRELESS,			\$582.58
503.0000.04.518.80.42.001			1/16/2023	9925475576	IT 12/17/22-01/16/23 Phone	176.76	
503.0000.04.518.80.42.001			1/16/2023	9925475575	IT 12/17/22-01/16/23 Phone	102.54	
503.0000.04.518.80.42.001			1/16/2023	9925475575	IT 12/17/22-01/16/23 Phone	92.56	
503.0000.04.518.80.42.001			1/16/2023	9925475575	IT 12/17/22-01/16/23 Phone	23.14	
503.0000.04.518.80.42.001			1/16/2023	9925475575	IT 12/17/22-01/16/23 Phone	46.28	
503.0000.04.518.80.42.001			1/16/2023	9925475576	IT 12/17/22-01/16/23 Phone	141.30	
20866	1/31/2023	012410		WATT BANKS, LISA			\$1,844.62
001.9999.11.565.10.41.020			1/26/2023	301500016805	PKHS CHOICE CBSG Program Snack	52.96	
001.9999.11.565.10.41.020			1/31/2023	88	PKHS 01/16-01/31 Lakewood's Ch	1,791.66	
20867	1/31/2023	006166		WESTERN TOWING SERVICES,			\$349.25
001.0000.15.521.10.41.070			1/12/2023	39134	PD 01/11 Ford Edge	349.25	
20868	1/31/2023	011031		XIOLOGIX LLC,			\$109,851.02
503.0000.04.518.80.35.030			1/25/2023	9909	IT Professional services to in	1,400.00	
503.0000.04.518.80.35.030			1/25/2023	9909	Sales Tax	140.00	
503.9999.04.518.80.35.030			1/25/2023	9909	Sales Tax	9,846.46	
503.9999.04.518.80.35.030			1/25/2023	9909	IT DataDomain 6900. 60TB usab	98,464.56	
20869	2/3/2023	000234		HUMANE SOCIETY FOR TACOMA & PC,			\$14,631.75
001.0000.15.554.30.41.008			1/1/2023	PS-INV103007	PD AG 2020-261 01/23 Animal Sh	14,631.75	
20870	2/15/2023	009906		ABEYTA & ASSOCIATES,			\$10,131.29
302.0024.21.595.15.41.049			1/31/2023	2223	PWCP AG 2022-197 Q4/22 Steil.	10,131.29	
20871	2/15/2023	000065		BOYS AND GIRLS CLUBS OF,			\$22,466.48
196.3004.99.518.63.41.001			2/14/2023	ARPA Q2/22	ARPA AG 2021-427 Q2/22 Subreci	11,189.11	
196.3004.99.518.63.41.001			2/14/2023	ARPA Q3/22	ARPA AG 2021-427 Q3/22 Subreci	11,277.37	
20872	2/15/2023	013150		CAREER TEAM LLC,			\$6,346.54
196.3002.99.518.63.41.001			2/14/2023	5 11/22	ARPA 11/22 Lakewood Workforce	6,346.54	
20873	2/15/2023	000536		CITY TREASURER CITY OF TACOMA,			\$119.91
101.0000.11.542.63.47.006			1/31/2023	100262588 01/31/23	PKST 11/29/22-01/30/23 6100 Lk	119.91	
20874	2/15/2023	000099		CLOVER PARK SCHOOL DISTRICT,			\$1,042.44
501.0000.51.548.79.32.001			2/9/2023	20437	PKFL 12/22 Fuel	380.21	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.548.79.32.001			2/9/2023	20436	PKFL 11/22 Fuel	662.23	
20875	2/15/2023	000100		CLOVER PARK TECHNICAL COLLEGE,			\$101,850.00
104.0002.01.557.30.41.001			2/14/2023	JUNE 2022	HM Pmt #16 OF 20 Lodging Tax G	101,850.00	
20876	2/15/2023	000104		COMMUNITIES IN SCHOOLS,			\$6,875.00
001.0000.11.565.10.41.020			2/14/2023	Q4/22	PKHS AG 2021-017A Q4/22 School	6,875.00	
20877	2/15/2023	000207		GREATER LAKES MENTAL HEALTH,			\$18,341.24
001.0000.15.521.10.41.001			1/10/2023	Q4/22	PD AG 2021-300 Q4/22 MHP & The	18,341.24	
20878	2/15/2023	011106		J & J AUTOBODY REPAIR INC.,			\$4,252.38
504.0000.09.518.35.48.001			2/3/2023	30918	PDFL Insurance Repair	4,252.38	
20879	2/15/2023	013282		J.A. BRENNAN ASSOC. PLLC,			\$2,273.00
001.9999.11.571.10.41.001			12/8/2022	202210-06	PK AG 2022-136 Thru 11/22 Stre	2,273.00	
20880	2/15/2023	000298		LAKEWOOD TOWING,			\$92.00
001.0000.15.521.10.41.070			12/2/2022	244454	pd 12/02	92.00	
20881	2/15/2023	011801		NEXT REQUEST CO.,			\$26,770.88
503.0000.04.518.80.41.090			12/30/2022	26515	IT 12/01/22-11/30/23 FOIA Work	26,770.88	
20882	2/15/2023	000365		NORTHWEST ABATEMENT SVC INC,			\$1,182.50
502.0000.17.521.50.48.001			11/30/2022	I22-4037-1	PKFC Empty Lead Buckets, Chang	1,182.50	
20883	2/15/2023	006010		PETEK AND ASSOCIATES,			\$770.00
001.0000.09.518.10.41.001			11/3/2022	1477	HR 12/03 Pre-Employment Psych	770.00	
20884	2/15/2023	000407		PIERCE COUNTY,			\$130,124.94
101.0000.21.542.50.41.001			12/31/2022	CI-327107	PWST Q4/22 Bridge Engineering	389.65	
001.0000.11.565.10.44.004			1/31/2023	CI-328605	PK Q4/22 2% Share Of Liquor Pr	4,580.29	
001.0000.06.514.40.41.001			1/25/2023	CI-327640	LG 2022 Voter Maint. Cost Reim	125,155.00	
20885	2/15/2023	013368		PUBLIC SECTOR SEARCH &,			\$38,394.20
001.9999.15.521.10.41.001			12/21/2022	1108	PD 12/07 Candidate Svcs	16,500.00	
001.9999.15.521.10.41.001			12/19/2022	1104	PD 11/17 Candidate Svcs	16,500.00	
001.9999.15.521.10.41.001			12/19/2022	1105	PD 12/19 Candidate Svcs	5,394.20	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20886	2/15/2023	004498		PUGET PAVING CONST INC,			\$18,099.62
302.0000.00.223.40.00.000		2/15/2023		AG 2022-149 Ret. Rel	PWCP AG 2022-149 Retainage Rel	18,099.62	
20887	2/15/2023	002912		SOUND ELECTRONICS,			\$68.20
502.0000.17.521.50.48.001		11/2/2022		513842A	PKFC 12/22 Fire Alarm Monitori	34.10	
502.0000.17.518.35.48.001		11/2/2022		513843A	PKFC 12/22 Fire Alarm Monitori	34.10	
20888	2/15/2023	013442		STROZ FRIEDBERG, LLC,			\$40,575.00
504.0000.09.518.31.41.001		1/28/2023		K0301-0017337	RM 12/22 RW9296799945US/UA8113	11,275.00	
504.0000.09.518.31.41.001		1/28/2023		K0301-0017336	RM 12/22 RW9296799945US/UA8113	29,300.00	
20889	2/15/2023	011874		WHITE, KENNETH D.			\$10,400.00
503.0000.04.518.80.41.001		2/13/2023		2023-001	IT 01/26-02/13 Consulting Svcs	10,400.00	
20890	2/15/2023	011032		YMCA OF PIERCE AND KITSAP CO.,			\$5,373.46
001.0000.11.565.10.41.020		2/14/2023		Q4/22	PKHS AG 2021-116A Q4/22 Lkwd Y	5,373.46	
20891	2/15/2023	011591		911 SUPPLY INC,			\$439.15
001.0000.15.521.22.31.008		1/31/2023		INV-2-25959	PD Pants: Wilkinson	124.29	
001.0000.15.521.22.31.008		1/11/2023		INV-2-25379	PD Shirt, Tie Clip, Trousers:	177.35	
001.0000.15.521.22.31.008		1/31/2023		INV-2-25960	PD Trousers:Yoshikawa	120.99	
001.0000.15.521.22.31.008		2/2/2023		INV-2-26063	PD Badge: Brewer	16.52	
20892	2/15/2023	011452		AFTERMATH SERVICES LLC,			\$400.00
001.0000.15.521.10.41.001		1/25/2023		JC2023-7401	PD 01/23 Bio Hazard Cleaning:	400.00	
20893	2/15/2023	011713		ALLSTREAM,			\$1,258.01
503.0000.04.518.80.42.001		2/8/2023		19228677	IT 02/08-03/07 Phone	1,258.01	
20894	2/15/2023	011576		ALWAYS CONNECT SOLUTIONS,			\$16,571.25
503.0000.04.518.80.35.030		1/10/2023		INV-020889	IT New Cradlepoint IBR900's wi	16,571.25	
20895	2/15/2023	010395		ARAMARK REFRESHMENT SERVICES,			\$123.20
001.0000.99.518.40.45.004		1/26/2023		3350903	ND 01/23 Walter Filtration Uni	84.70	
001.0000.99.518.40.45.004		1/26/2023		3352095	ND 01/23 Water Filtration Uni	38.50	
20896	2/15/2023	007445		ASSOCIATED PETROLEUM PRODUCTS,			\$15,496.87
501.0000.51.548.79.32.001		2/7/2023		23-751201	PKFL various	54.72	
501.0000.51.548.79.32.002		2/7/2023		23-751201	PKFL various	116.87	

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501.0000.51.548.79.32.002			2/7/2023	23-751201	PKFL various	67.23	
501.0000.51.548.79.32.001			2/7/2023	23-751201	PKFL various	113.74	
501.0000.51.548.79.32.001			2/7/2023	23-751201	PKFL various	220.84	
501.0000.51.548.79.32.001			2/7/2023	23-751201	PKFL various	96.14	
501.0000.51.548.79.32.002			2/7/2023	23-751201	PKFL various	69.57	
501.0000.51.548.79.32.002			2/7/2023	23-751201	PKFL various	32.44	
501.0000.51.548.79.32.001			2/7/2023	23-751201	PKFL various	112.18	
501.0000.51.548.79.32.001			2/7/2023	23-751201	PKFL various	112.18	
501.0000.51.548.79.32.001			2/7/2023	23-751201	PKFL various	19.54	
501.0000.51.548.79.32.001			2/7/2023	23-751201	PKFL various	73.48	
501.0000.51.548.79.32.001			2/7/2023	23-751201	PKFL various	82.08	
501.0000.51.548.79.32.002			2/7/2023	23-751201	PKFL various	62.54	
501.0000.51.548.79.32.002			2/7/2023	23-751201	PKFL various	94.59	
501.0000.51.548.79.32.001			2/7/2023	23-751201	PKFL various	123.90	
501.0000.51.521.10.32.001			1/26/2023	23-741019	PK 01/10-01/26 Fuel	14,044.83	
20897	2/15/2023	006119		BCRA,			\$19,766.23
301.0020.11.594.76.63.001			2/7/2023	30494	PK AG 2022-037 01/23 Wards Lak	19,766.23	
20898	2/15/2023	011039		BERK CONSULTING INC,			\$9,488.75
001.0000.07.558.65.41.001			2/10/2023	10770-01-23	CD AG 2022-247 01/23 R0010770	9,488.75	
20899	2/15/2023	009770		BRUCE DEES & ASSOCIATES,			\$2,781.00
301.0032.11.594.76.41.001			2/7/2023	6569	PK AG 2020-169 Springbrook Pa	2,781.00	
20900	2/15/2023	011701		BUENAVISTA SERVICES INC,			\$8,389.59
502.0000.17.521.50.48.001			1/20/2023	10396	PKFC 01/23 Custodial Svcs	2,311.83	
502.0000.17.518.30.41.001			1/20/2023	10396	PKFC 01/23 Custodial Svcs	4,528.33	
001.0000.11.576.81.41.001			1/20/2023	10396	PKFC 01/23 Custodial Svcs	449.48	
502.0000.17.542.65.48.001			1/20/2023	10396	PKFC 01/23 Custodial Svcs	1,099.95	
20901	2/15/2023	010262		CENTURYLINK,			\$305.29
503.0000.04.518.80.42.001			2/1/2023	253-584-2263 463B	IT 02/01-03/01 Phone	93.31	
503.0000.04.518.80.42.001			2/1/2023	253-584-5364 399B	IT 02/01-03/01 Phone	64.38	
503.0000.04.518.80.42.001			2/2/2023	253-581-8220 448B	IT 02/02-03/02 Phone	64.38	
503.0000.04.518.80.42.001			1/23/2023	206-T31-6789 758B	IT 01/23-02/23 Phone	83.22	
20902	2/15/2023	006493		CH2O INC,			\$889.57
502.0000.17.518.35.31.001			1/13/2023	329422	PKFC Chemicals For CH Boilers	889.57	

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20903	2/15/2023	000536		CITY TREASURER CITY OF TACOMA,			\$2,721.12
101.0000.11.542.63.47.006			2/2/2023	100230265 02/02/23	PKST 12/31/22-02/01/23 8200 Ta	10.35	
101.0000.11.542.63.47.006			1/31/2023	100218262 01/31/23	PKST 12/29/22-01/30/23 10601 M	111.91	
101.0000.11.542.64.47.005			2/6/2023	100230603 02/06/23	PKST 01/04-02/02 7429 Custer R	26.82	
101.0000.11.542.64.47.005			2/7/2023	101129625 02/07/23	PKST 12/06/22-02/04/23 7804 83	47.93	
101.0000.11.542.64.47.005			2/7/2023	100436443 02/07/23	PKST 12/06/22-02/04/23 8103 83	50.06	
101.0000.11.542.63.47.006			2/2/2023	100223530 02/02/23	PKST 12/31/22-02/01/23 9315 GL	2,325.70	
101.0000.11.542.64.47.005			1/31/2023	100218275 01/31/23	PKST 12/29/22-01/30/23 10511 G	80.55	
101.0000.11.542.64.47.005			2/3/2023	100233510 02/03/23	PKST 12/31/22-02/01/23 2310 84	21.48	
101.0000.11.542.63.47.006			1/31/2023	100218270 01/31/23	PKST 12/29/22-01/30/23 10602 M	10.52	
101.0000.11.542.63.47.006			2/6/2023	100230616 02/06/23	PKST 01/04-02/02 7400 Custer R	35.80	
20904	2/15/2023	005786		CLASSY CHASSIS,			\$496.30
501.0000.51.548.79.48.005			1/31/2023	5678	PKFL Car Washes	16.24	
501.0000.51.521.10.48.005			1/27/2023	5672	PDFL Oil Change	112.55	
501.0000.51.521.10.48.005			1/27/2023	5672	PDFL Oil Change	92.40	
501.0000.51.521.10.48.005			1/27/2023	5672	PDFL Oil Change	97.12	
501.0000.51.521.10.48.005			1/27/2023	5672	PDFL Carwash	65.44	
501.0000.51.521.10.48.005			1/27/2023	5672	PDFL Oil Change	112.55	
20905	2/15/2023	000099		CLOVER PARK SCHOOL DISTRICT,			\$788.47
501.0000.51.548.79.32.001			1/31/2023	20438	PKFL 01/23 Fuel	788.47	
20906	2/15/2023	002994		CORDANT HEALTH SOLUTIONS,			\$457.98
001.0000.02.523.30.41.001			1/31/2023	TC-42210013123	MC 01/23 UA's	457.98	
20907	2/15/2023	013162		D.A. HOGAN AND ASSOCIATES INC,			\$19,153.50
301.0031.11.594.76.41.001			1/31/2023	23-7929	PK AG 2021-331 Thru 01/23 Ft.	19,153.50	
20908	2/15/2023	003867		DELL MARKETING LP,			\$6,812.41
503.0011.04.594.14.64.002			2/6/2023	10650312248	IT Desktop Docks For Tablets,	6,812.41	
20909	2/15/2023	004614		DLT SOLUTIONS LLC,			\$16,073.42
503.0000.04.518.80.48.003			1/19/2023	5132016B	IT Architecture Eng/Constructi	16,073.42	
20910	2/15/2023	013441		DOAN, MYCHI			\$130.00
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	130.00	

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20911	2/15/2023	013406		FERNANDEZ, PATREA M			\$1,300.00
001.0000.11.571.20.41.001			2/14/2023	02/13/2023	PKRC 01/26 thru 02/09 Yoga Ins	1,300.00	
20912	2/15/2023	000175		FORMSOURCE INC,			\$129.69
001.0000.02.512.50.49.005			1/31/2023	859752	MC Business Cards	129.69	
20913	2/15/2023	007965		GORDON THOMAS HONEYWELL,			\$8,510.00
192.0000.00.558.60.41.001			1/29/2023	January 2023 1185	SSMCP AG 2023-005 01/23 Gov'tl	3,250.00	
001.0000.03.513.10.41.001			1/31/2023	January 2023 1014	CM AG 2022-233 01/23 Gov'tl Af	5,260.00	
20914	2/15/2023	002825		GRAYBAR ELECTRIC COMPANY,			\$70.19
502.0000.17.518.35.31.001			2/7/2023	9330736289	PKFC Label Cartridges	70.19	
20915	2/15/2023	008765		HOLDEN POLYGRAPH LLC,			\$1,050.00
001.0000.15.521.40.41.001			2/2/2023	178	PD 01/23 Polygraph Scvs	1,050.00	
20916	2/15/2023	012308		HONEY BUCKET,			\$104.50
502.0000.17.518.35.41.001			1/27/2023	0553286318	PKFC 01/27-02/23 Sani-Can: CH	104.50	
20917	2/15/2023	011300		HORWATH LAW PLLC,			\$57,245.00
001.0000.02.512.51.41.004			2/15/2023	January 2023	MC AG 2020-203 01/23 Public De	45,125.00	
001.9999.02.512.51.41.001			2/15/2023	January 2023	MC Investigator & OPD Atty Bon	12,120.00	
20918	2/15/2023	010885		JOHNSTON GROUP LLC,			\$4,725.00
001.0000.03.513.10.41.001			2/1/2023	1431	CM AG 2022-234 02/23 Fed. Gov.	4,725.00	
20919	2/15/2023	000288		LAKEWOOD HARDWARE & PAINT INC,			\$208.60
001.0000.11.576.81.31.001			2/6/2023	702363	PKFC Engine Oil	110.62	
001.0000.11.576.81.31.001			2/8/2023	702539	PKFC Battery Adapter, Zinc Has	97.98	
20920	2/15/2023	000298		LAKEWOOD TOWING,			\$280.70
001.0000.15.521.10.41.070			1/30/2023	245778	PD 01/29 Dodge Ram	100.70	
001.0000.15.521.10.41.070			2/1/2023	245337	PD 01/10 Dodge Ram	88.00	
001.0000.15.521.10.41.070			2/7/2023	245960	PD 02/06 Dodge Ram	92.00	
20921	2/15/2023	013312		LAYLAND CONSTRUCTION LLC,			\$7,167.66
101.9999.11.542.70.48.001			2/5/2023	1297	PKST Clean Up: 8700 Block Of L	2,067.05	
101.9999.11.542.70.48.001			2/5/2023	1296	PKST 01/30 Clean Up: 12502 47t	5,100.61	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20922	2/15/2023	010474		LECO SUPPLY,			\$3,894.47
001.0000.11.576.80.31.001			2/7/2023	207991	PKFC Maint Supplies	3,894.47	
20923	2/15/2023	010434		LEE, YOUNG			\$325.50
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	325.50	
20924	2/15/2023	002296		LEXIS NEXIS,			\$684.20
503.0000.04.518.80.41.001			1/1/2023	3094308170	IT 01/23 LexisNexis	684.20	
20925	2/15/2023	009711		LEXIS NEXIS RISK DATA MGMT INC,			\$220.00
001.0000.15.521.10.41.001			1/31/2023	1226184-20230131	PD 01/23 Person Searches	220.00	
20926	2/15/2023	013262		LIM, VANNARA			\$130.00
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	130.00	
20927	2/15/2023	004073		MACDONALD-MILLER FACILITY SOL,			\$1,033.18
502.0000.17.521.50.48.001			2/1/2023	PM127604	PKFC Qtrly HVAC: 9401 Lkwd Dr	1,033.18	
20928	2/15/2023	000360		MCCLATCHY COMPANY LLC,			\$2,921.76
001.0000.07.558.60.44.001			1/31/2023	171876	CD Short Plat Appl. # 4719	219.11	
001.0000.07.558.60.44.001			1/31/2023	171876	CD SSMCP RFP's	456.65	
001.0000.07.558.60.44.001			1/31/2023	171876	CD NOA Wards Lk Pk Ph 1 Envir.	428.15	
190.0007.52.559.31.44.001			1/31/2023	171876	CDBG Public Hearing Notice	251.27	
001.0000.07.558.60.44.001			1/31/2023	171876	CD NOA Design Review Permit #	213.75	
001.0000.07.558.60.44.001			1/31/2023	171876	CD SEPA Appl. # 4722	267.35	
001.0000.07.558.60.44.001			1/31/2023	171876	CD Public Hearing Notice	390.63	
001.0000.07.558.60.44.001			1/31/2023	171876	CD Short Plat Appl. # 4706	154.79	
001.0000.06.514.30.41.001			1/31/2023	171876	LG Ord. 780	176.23	
001.0000.07.558.60.44.001			1/31/2023	171876	CD Notice Of Public Hearing	363.83	
20929	2/15/2023	009724		MILES RESOURCES LLC,			\$227.76
101.0000.11.542.30.31.030			2/6/2023	341542	PKST Cold Mix	87.03	
101.0000.11.542.30.31.030			1/31/2023	341422	PKST Cold Mix	120.73	
101.0000.11.542.30.49.018			1/31/2023	341395	PKST Dumping Fee	20.00	
20930	2/15/2023	011935		NEIL, LANI			\$5,670.00
104.0011.01.557.30.41.001			2/15/2023	#1	PKRC AG 2023-036 01/01-01/25 S	1,067.50	
104.0010.01.557.30.41.001			2/15/2023	#2	PKRC AG 2023-036 01/26-02/08 S	437.50	
001.0000.11.571.20.41.001			2/15/2023	#1	PKRC AG 2023-036 01/01-01/25 S	2,397.50	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
104.0011.01.557.30.41.001			2/15/2023	#2	PKRC AG 2023-036 01/26-02/08 S	455.00	
104.0010.01.557.30.41.001			2/15/2023	#1	PKRC AG 2023-036 01/01-01/25 S	105.00	
001.0000.11.571.20.41.001			2/15/2023	#2	PKRC AG 2023-036 01/26-02/08 S	1,207.50	
20931	2/15/2023	008848		NORTHWEST TRANSLATION SVCS,			\$572.40
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	572.40	
20932	2/15/2023	000173		NOURISH PIERCE COUNTY,			\$656,893.17
196.6013.99.518.63.41.001			2/15/2023	ARPA # 1 2023	ARPA # 1 HJP Reimb. Property P	656,893.17	
20933	2/15/2023	009317		OPTIC FUSION INC,			\$1,524.28
503.0000.04.518.80.42.001			2/1/2023	95-19720	IT 02/23 Internet Connectivity	1,524.28	
20934	2/15/2023	012500		O'REILLY AUTO PARTS,			\$44.86
501.0000.51.548.79.31.006			2/6/2023	3626-415717	PKFL Wiper Blades	44.86	
20935	2/15/2023	010255		PAPE' MACHINERY EXCHANGE,			\$154.00
101.0000.11.544.90.31.001			2/7/2023	14203191	PKST 3%-Moly, Magn	154.00	
20936	2/15/2023	006010		PETEK AND ASSOCIATES,			\$385.00
001.0000.09.518.10.41.001			2/5/2023	1625	HR 02/05 Pre-Employment Psych	385.00	
20937	2/15/2023	000428		PIERCE COUNTY SEWER,			\$863.72
001.0000.11.576.81.47.004			2/1/2023	2020548 02/01/23	PKFC 01/23 8200 87th Ave SW Sh	58.81	
001.0000.11.576.81.47.004			2/1/2023	1431285 02/01/23	PKFC 01/23 9107 Angle Ln SW Co	114.32	
001.0000.11.576.80.47.004			2/1/2023	1032275 02/01/23	PKFC 01/23 8421 Pine St S	25.49	
001.0000.11.576.80.47.004			2/1/2023	936570 02/01/23	PKFC 01/23 6002 Fairlawn DR SW	25.49	
502.0000.17.521.50.47.004			2/1/2023	1360914 02/01/23	PKFC 01/23 9401 Lkwd Dr SW	103.21	
101.0000.11.543.50.47.004			2/1/2023	1552201 02/01/23	PKST 01/23 9420 Front St S	34.74	
502.0000.17.518.35.47.004			2/1/2023	870307 02/01/23	PKFC 01/23 6000 Main St SW	153.17	
001.0000.11.576.80.47.004			2/1/2023	2079712 02/01/23	PK 01/23 8928 North Thorne Ln	114.32	
001.0000.11.576.81.47.001			2/1/2023	2067277 02/01/23	PKFC 01/23 9251 Angle LN SW	130.96	
001.0000.11.576.80.47.004			2/1/2023	162489 02/01/23	PKFC 01/23 9222 Veterans Dr SW	103.21	
20938	2/15/2023	013196		PITNEY BOWES PRESORT SERVICES,			\$3,000.00
001.0000.99.518.40.42.002			2/1/2023	D-705669	ND Postage Deposit	3,000.00	
20939	2/15/2023	010630		PRINT NW,			\$1,177.98
001.0000.07.558.60.49.005			1/24/2023	W36747001	CD Public Notice Signs - Flute	1,177.98	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20940	2/15/2023	013410		PROFAST SUPPLY INC,			\$735.25
001.0000.11.576.80.31.010			2/9/2023	45344	PK Gloves	175.96	
001.0000.11.542.70.31.001			2/9/2023	45345	PKST Leaf Rake	202.94	
001.0000.11.576.80.31.010			2/9/2023	45347	PKFC Gloves	137.45	
001.0000.11.576.81.31.001			2/9/2023	45346	PKFC Hedge Trimmer	218.90	
20941	2/15/2023	013368		PUBLIC SECTOR SEARCH &,			\$2,074.26
001.9999.15.521.10.41.001			2/5/2023	1114	PD 01/30 Pre Employment Testin	2,074.26	
20942	2/15/2023	000445		PUGET SOUND ENERGY,			\$25,887.09
101.0000.11.542.63.47.005			2/1/2023	220030615417 2/1/23	PKST 12/30/22-01/31/23 11828 G	135.70	
001.0000.11.576.81.47.005			1/31/2023	200001527551 1/31/23	PKFC 12/20/22-01/23/23 9115 An	115.47	
101.0000.11.542.63.47.005			2/1/2023	220031520764 2/1/23	PKST 01/18-01/31 12112 Edgewoo	36.10	
001.0000.11.576.80.47.005			2/1/2023	220026435523 2/1/23	PKFC 12/30/22-01/31/23 8928 N	144.01	
001.0000.11.576.80.47.005			2/6/2023	300000010268 2/6/23	PKFC 12/30/22-01/31/23 Woodlaw	143.14	
101.0000.11.542.63.47.006			2/1/2023	200006381095 2/1/23	PKST 12/30/22-01/31/23 7819 15	35.09	
101.0000.11.542.63.47.005			2/1/2023	220029285701 2/1/23	PK 12/30/22-01/31/23 12319 GLD	197.55	
001.0000.11.576.80.47.005			2/6/2023	300000000129 2/6/23	PKFC 12/30/22-01/31/23 11500 M	258.10	
101.0000.11.542.63.47.006			2/6/2023	300000007165 2/6/23	PKST 01/4-02/01 N of Lk WA Blv	23,976.59	
101.0000.11.542.63.47.006			2/1/2023	220028304982 2/1/23	PKST 12/30/22-01/31/23 12810 G	163.90	
001.0000.11.576.80.47.005			2/1/2023	220018963391 2/1/23	PKFC 12/30/22-01/31/23 10365 1	86.15	
101.0000.11.542.63.47.006			2/1/2023	220008814687 2/1/23	PKST 12/30/22-01/31/23 7000 15	29.25	
001.0000.11.576.80.47.005			2/1/2023	200001526637 2/1/23	PKFC 12/30/22-01/31/23 9222 Ve	54.46	
101.0000.11.542.63.47.005			2/15/2023	220025290614 2/1/23	PKST 12/30/22-01/31/23 12702 V	320.12	
101.0000.11.542.63.47.005			2/1/2023	220025290630 2/1/23	PKST 12/30/22-01/31/23 8299 Ve	191.46	
20943	2/15/2023	012953		R. L. ALIA COMPANY,			\$910,163.47
302.0000.00.223.40.00.000			1/31/2023	AG 2022-080 PP #10	PWCP AG 2022-080 Retainage	-27,665.87	
302.0135.21.595.30.63.001			1/31/2023	AG 2021-143 PP # 15	PWCP AG 2021-143 01/01-01/31 J	24,741.03	
302.0000.00.223.40.00.000			2/6/2023	AG 2022-196 PP # 5	PWCP AG 2022-196 Retainage	-14,873.53	
302.0135.21.534.30.63.001			1/31/2023	AG 2022-080 PP #10	PWCP AG 2022-080 01/01-01/31 J	242,773.32	
302.0135.21.534.30.63.001			1/31/2023	AG 2021-143 PP # 15	PWCP AG 2021-143 01/01-01/31 J	55,103.49	
302.0137.21.595.30.63.001			2/6/2023	AG 2022-196 PP # 5	PWCP AG 2022-196 01/09-02/03 S	297,470.67	
302.0135.21.595.30.63.001			1/31/2023	AG 2022-080 PP #10	PWCP AG 2022-080 01/01-01/31 J	332,614.36	
20944	2/15/2023	012661		SAFE BOATS INTERNATIONAL LLC,			\$1,683.65
182.0000.15.521.30.48.005			1/26/2023	008772	PDFL Diagnostics	1,277.64	
182.0000.15.521.30.48.005			1/26/2023	008772	PDFL Other	406.01	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20945	2/15/2023	011411		SMARSH INC,			\$1,159.50
503.0000.04.518.80.41.090			1/31/2023	INV-79146	IT 01/01-12/31 Archiving Platf	1,159.50	
20946	2/15/2023	002912		SOUND ELECTRONICS,			\$2,075.92
502.0000.17.518.35.48.001			2/8/2023	514240	PKFC CH Annual Fire Alarm Insp	1,734.92	
502.0000.17.518.35.48.001			2/14/2023	513843B	PKFC Jan & Feb Fire Alarm Moni	68.20	
502.0000.17.521.50.48.001			2/14/2023	513842B	PKFC Jan & Feb Fire Alarm Moni	68.20	
502.0000.17.521.50.48.001			2/13/2023	514257	PKFC March, Apr, May Fire Alar	102.30	
502.0000.17.518.35.48.001			2/14/2023	514265	PKFC Mar, Apr, May Fire Alarm	102.30	
20947	2/15/2023	010656		SOUTH SOUND 911,			\$159,782.49
001.0000.15.521.10.41.126			2/2/2023	00916	PD 02/23 Warrant Svcs	7,078.33	
001.0000.15.521.10.41.126			2/2/2023	00916	PD 02/23 Communication Svcs	111,273.33	
001.0000.15.521.10.41.126			2/2/2023	00916	PD 02/23 RMS Svcs	24,950.00	
001.0000.15.521.10.41.126			2/2/2023	00916	PD 02/23 Records/Permitting Sv	16,480.83	
20948	2/15/2023	012013		SOUTH SOUND MOTORCYCLES,			\$65.67
501.0000.51.521.10.48.005			1/31/2023	6007348	PDFL Electrical	65.67	
20949	2/15/2023	002881		SPRAGUE PEST SOLUTIONS CO,			\$182.38
502.0000.17.518.35.41.001			2/6/2023	5035651	PKFC 02/06 Pest Control CH	76.35	
001.0000.11.576.81.41.001			2/6/2023	5035783	PKFC 02/06 Pest Control 9115 A	106.03	
20950	2/15/2023	009493		STAPLES ADVANTAGE,			\$607.39
101.0000.11.544.90.31.001			1/19/2023	3528142757	PKFC Office Supplies	14.29	
001.0106.11.571.22.31.001			1/20/2023	3528253214	PK Mobile Bus Case	121.35	
001.0106.11.571.22.31.001			1/20/2023	3528253215	PK Office Supplies	47.95	
302.0083.21.595.30.31.001			1/21/2023	352840356	PWCP Paper	173.35	
001.0000.09.518.10.31.001			1/26/2023	3528732253	HR Moistener, Correction Tape	15.47	
001.0000.15.521.10.31.001			1/28/2023	3529085939	PD Office Supplies	93.49	
101.0000.21.544.20.31.001			2/2/2023	3529726420	PWST Labels	11.64	
001.0000.09.518.10.31.001			1/26/2023	3528732255	HR Label Tape	11.62	
001.0000.02.512.50.31.001			1/21/2023	3528403564	MC Office Supplies	43.99	
001.0000.04.514.20.31.001			1/19/2023	3528142758	FN Pads, Pens, Stickies, Clip	49.17	
001.0000.09.518.10.31.001			1/26/2023	3528732254	HR Folders	25.07	
20951	2/15/2023	006497		SYSTEMS FOR PUBLIC SAFETY,			\$1,343.56
501.0000.51.521.10.48.005			2/1/2023	43249	PDFL Oil Change	87.66	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.48.005			12/29/2022	43158	PDFL Battery	335.26	
501.0000.51.521.10.48.005			2/1/2023	43249	PDFL Electrical	39.89	
501.0000.51.521.10.48.005			2/1/2023	43314	PDFL Transmission	387.23	
501.0000.51.521.10.48.005			2/1/2023	43249	PDFL Other	102.12	
501.0000.51.521.10.48.005			2/1/2023	43249	PDFL Safety Inspection	32.82	
501.0000.51.521.10.48.005			2/1/2023	43314	PDFL Electrical	275.16	
501.0000.51.521.10.48.005			2/1/2023	43314	PDFL Diagnostics	83.42	
20952	2/15/2023	000540		TACOMA RUBBER STAMP,			\$67.69
001.0000.06.514.30.31.001			1/30/2023	I-705716-1	LG Stamp	67.69	
20953	2/15/2023	011013		TANNE, CARL			\$174.54
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	174.54	
20954	2/15/2023	008186		TRCVB,			\$2,941.05
104.0016.01.557.30.41.001			1/31/2023	LW-2023-01	HM AG 2023-049 01/23 Lodging T	2,941.05	
20955	2/15/2023	000564		TUCCI & SONS, INC,			\$81.68
101.0000.11.542.30.31.030			1/24/2023	74968	PKST Cold Mix	81.68	
20956	2/15/2023	000153		TYLER TECHNOLOGIES INC,			\$110.00
503.0000.04.518.80.49.004			1/24/2023	020-140571	IT 02/15-03/14 Tyler Supervisi	110.00	
20957	2/15/2023	007885		ULINE, INC,			\$954.29
502.0000.17.518.30.31.001			1/3/2023	158185760	PKFC Stack Bins, Floor Rack, D	954.29	
20958	2/15/2023	009372		VENTEK INTERNATIONAL,			\$90.00
503.0000.04.518.80.42.001			2/1/2023	136278	IT 02/23 CCU Server Hosting, D	90.00	
20959	2/15/2023	012914		VERIZON COMMUNICATIONS INC,			\$3,203.16
503.0000.04.518.80.42.001			2/8/2023	Z8704654	IT Thru 02/28 Internet	1,601.58	
503.0000.04.518.80.42.001			1/8/2023	Z8645964	IT Thru 01/31 Internet	1,601.58	
20960	2/15/2023	002509		VERIZON WIRELESS,			\$769.40
503.0000.04.518.80.42.001			1/26/2023	9926314768	IT/PD 12/27/22-01/26/23 Phone	390.53	
180.0000.15.521.21.42.001			1/26/2023	9926314768	IT/PD 12/27/22-01/26/23 Phone	378.87	
20961	2/15/2023	010064		VILLIERS-FURZE, MICHELLE			\$1,218.72
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	1,218.72	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
20962	2/15/2023	011595		WALTER E NELSON CO,			\$4,163.96
502.0000.17.518.30.31.001			2/1/2023	904893	PKFC Maint Supplies	2,118.60	
502.0000.17.521.50.31.001			1/27/2023	904269	PKFC Liners, TP, Towels, Soap,	2,045.36	
20963	2/15/2023	012192		WASHBURN, DEBBIE			\$95.00
001.0000.11.571.22.43.004			2/14/2023	02/23-02/24 Per Diem	PKRC WSFMA Conf: D.Washburn	95.00	
20964	2/15/2023	006166		WESTERN TOWING SERVICES,			\$88.00
001.0000.15.521.10.41.070			2/1/2023	39265	PD 01/30 Ford F350	88.00	
20965	2/15/2023	012987		WEX BANK,			\$1,581.16
501.0000.51.548.79.32.001			1/31/2023	86750312	PK 01/23 Fuel	85.36	
501.0000.51.521.10.32.001			1/31/2023	86750312	PD 01/23 Fuel	115.05	
181.0000.15.521.30.32.001			1/31/2023	86750312	PD 01/23 Fuel	99.54	
501.0000.51.521.10.32.001			1/31/2023	86750312	PD 01/23 Fuel	22.88	
501.0000.51.548.79.32.001			1/31/2023	86750312	PK 01/23 Fuel	114.84	
501.0000.51.548.79.32.001			1/31/2023	86750312	PK 01/23 Fuel	172.59	
501.0000.51.548.79.32.001			1/31/2023	86750312	PK 01/23 Fuel	34.58	
501.0000.51.521.10.32.001			1/31/2023	86750312	PD 01/23 Fuel	9.63	
501.0000.51.521.10.32.001			1/31/2023	86750312	PD 01/23 Fuel	39.08	
501.0000.51.548.79.32.001			1/31/2023	86750312	PK 01/23 Fuel	161.75	
501.0000.51.521.10.32.001			1/31/2023	86750312	PD 01/23 Fuel	102.79	
180.0000.15.521.21.32.001			1/31/2023	86750312	PD 01/23 Fuel	564.84	
501.0000.51.521.10.32.001			1/31/2023	86750312	PD 01/23 Fuel	23.67	
501.0000.51.521.10.32.001			1/31/2023	86750312	PD 01/23 Fuel	34.56	
20966	2/15/2023	011031		XIOLOGIX LLC,			\$5,040.54
503.0000.04.518.80.35.030				1123	IT Credit For Overpmt On Invoi	-52.50	
503.0000.04.518.80.35.030			2/8/2023	9964	IT - Dell R350 Servers for Phy	4,630.04	
503.0000.04.518.80.35.030			2/8/2023	9964	Sales Tax	463.00	
20967	2/15/2023	012228		YORK, NICOLETTE			\$95.00
001.0000.11.571.22.43.004			2/14/2023	02/23-02/24 Per Diem	PKRC WSFMA Conf: N. York	95.00	
20968	2/15/2023	012926		ZOHO CORPORATION,			\$3,294.50
503.0000.04.518.80.48.003			1/31/2023	2361249	IT 02/02/23-02/01/24 ManageEng	3,294.50	
20969	2/15/2023	008553		ZONES INC,			\$274.89

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
503.0000.04.518.80.41.001			2/9/2023	K20634540101	IT Gov Acrobat Pro DC For Ente	274.89	
20970	2/15/2023	001272		ZUMAR INDUSTRIES INC,			\$4,956.60
101.0000.11.542.64.31.001			1/30/2023	42267	PKST Signs	4,956.60	
20971	2/21/2023	013330		SAURI, MARCO A			\$2,000.00
001.9999.11.565.10.41.020			2/21/2023	15	PKHS AG 2022-158 02/01-02/15 L	2,000.00	
20972	2/21/2023	012410		WATT BANKS, LISA			\$1,854.02
001.9999.11.565.10.41.020			2/21/2023	89	PKHS 02/01-02/15 Lakewood's Ch	1,791.66	
001.9999.11.565.10.41.020			2/21/2023	302900201003	PKHS CHOICE CBSG Program Snack	62.36	
20973	2/22/2023	011701		BUENAVISTA SERVICES INC,			\$8,389.59
502.0000.17.542.65.48.001			12/20/2022	10316	PKFC 12/22 Custodial Svcs	1,099.95	
001.0000.11.576.81.41.001			12/20/2022	10316	PKFC 12/22 Custodial Svcs	449.48	
502.0000.17.518.30.41.001			12/20/2022	10316	PKFC 12/22 Custodial Svcs	4,528.33	
502.0000.17.521.50.48.001			12/20/2022	10316	PKFC 12/22 Custodial Svcs	2,311.83	
20974	2/22/2023	005786		CLASSY CHASSIS,			\$375.09
501.0000.51.548.79.48.005			10/31/2022	5607	PKFL 10/22 Car Wash & Lube Svc	145.02	
501.0000.51.548.79.48.005			12/31/2022	5649	PKFL 12/22 Car Wash & Lube Svc	230.07	
20975	2/22/2023	003867		DELL MARKETING LP,			\$45,675.08
503.0015.04.518.80.35.030			1/16/2023	10645106875	Sales Tax	4,152.28	
503.0015.04.518.80.35.030			1/16/2023	10645106875	IT Dell Tablet 7220 PD	41,522.80	
20976	2/22/2023	002881		SPRAGUE PEST SOLUTIONS CO,			\$67.98
502.0000.17.542.65.48.001			12/21/2022	4989178	PK 12/21 Gen Pest Svcs: 11424	67.98	
20977	2/22/2023	009493		STAPLES ADVANTAGE,			\$116.74
001.0000.07.558.60.31.001			11/8/2022	3522675303	CD VM Log Book, Pens	38.01	
101.0000.21.544.20.31.001			12/17/2022	3525784587	PWST Index	15.31	
101.0000.21.544.20.31.001			11/8/2022	3522675303	PWST Pens, Labels	63.42	
20978	2/22/2023	010239		WEST PIERCE FIRE & RESCUE,			\$53,655.86
195.0005.15.521.30.41.001			1/16/2023	INV23-010	PD 07/01-12/31 Emer Mgmt Coord	29,281.50	
001.0000.15.525.60.41.001			1/6/2023	INV23-009	PD 07/22-12/31 City Portion Of	24,374.36	
20979	2/22/2023	012671		WILLIAMS KASTNER & GIBBS PLLC,			\$29,396.63

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
105.0001.07.559.20.41.001			12/26/2022	647928	AB Thru 12/13 Terry Emmert	15,938.41	
105.0001.07.559.20.41.001			10/25/2022	644679	AB Thru 09/30 Terry Emmert	1,568.00	
105.0001.07.559.20.41.001			1/27/2023	649097	AB Thru 12/31 Terry Emmert	6,094.99	
105.0001.07.559.20.41.001			11/28/2022	646448	AB Thru 10/31 Terry Emmert	5,795.23	
97271	1/31/2023	001717		BROWN & CALDWELL,			\$17,824.13
401.0023.41.531.10.41.001			12/20/2022	14467670	PWSW AG 2021-361 10/28-11/24 C	14,207.63	
401.0023.41.531.10.41.001			1/23/2023	14470554	PWSW AG 2021-361 11/25-12/31 C	21,357.00	
401.0023.41.531.10.41.001				14465577	PWSW AG 2021-361 Credit 09/30-	-17,740.50	
97272	1/31/2023	005965		BUILDERS EXCHANGE OF,			\$54.95
301.0032.11.594.76.41.001			11/9/2022	1073108	PK Publish Projects Online	54.95	
97273	1/31/2023	012025		CHI FRANCISCAN OCCUP HEALTH,			\$1,816.93
001.0000.15.521.10.41.001			1/3/2023	00012911-00	HR/PD Physicals/Audiogram/Drug	951.93	
001.0000.09.518.10.41.001			1/3/2023	00012911-00	HR/PD Physicals/Audiogram/Drug	390.00	
001.0000.09.518.10.41.001			12/1/2022	00012819-00	HR 11/18-11/30 Physicals, Audi	475.00	
97274	1/31/2023	009191		CITY OF DUPONT,			\$8,982.90
631.0001.02.586.10.00.030			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	8,982.90	
97275	1/31/2023	006613		CITY OF UNIVERSITY PLACE,			\$1,550.51
631.0001.02.586.10.00.010			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	1,550.51	
97276	1/31/2023	002025		DAVID EVANS & ASSOCIATES INC,			\$9,381.61
302.0142.21.595.12.41.017			1/17/2023	526818	PWCP AG 2022-133 11/27-12/24	9,381.61	
97277	1/31/2023	011744		DR. STEPHEN FRIEDRICK,			\$2,400.00
195.0030.15.521.30.41.001			1/11/2023	107	PD Jan-Dec 2022 Advisor Police	2,400.00	
97278	1/31/2023	004710		EQUIFAX CREDIT NORTHWEST CORP,			\$110.65
001.0000.15.521.10.41.001			12/23/2022	2053865192	PD 12/22	110.65	
97279	1/31/2023	000299		LAKEVIEW LIGHT & POWER CO.,			\$3,318.25
101.0000.11.542.64.47.005			1/7/2023	67044-012 01/07/23	PKST 12/04/22-01/04/23 Hwy 512	113.50	
101.0000.11.542.64.47.005			1/7/2023	67044-032 01/07/23	PKST 12/04/22-01/04/23 100th S	93.86	
101.0000.11.542.63.47.006			1/7/2023	67044-083 01/07/23	PKST 12/04/22-01/04/23 40th &	123.41	
101.0000.11.542.63.47.006			1/7/2023	67044-089 01/07/23	PKST 12/04/22-01/04/23 9520 Fr	53.77	
101.0000.11.542.64.47.005			1/7/2023	67044-002 01/07/23	PKST 12/04/22-01/04/23 Pac Hwy	76.37	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.543.50.47.005			1/7/2023	67044-074 01/07/23	PKST 12/04/22-01/04/23 9424 Fr	798.78	
101.0000.11.542.63.47.006			1/7/2023	67044-085 01/07/23	PKST 12/04/22-01/04/23 26th &	48.33	
101.0000.11.542.63.47.006			1/14/2023	67044-072 01/14/23	PKST 12/11/22-01/11/23 11302 K	141.27	
101.0000.11.542.63.47.006			1/7/2023	67044-014 01/07/23	PKST 11/30-12/30 Hwy 512 & STW	91.54	
502.0000.17.542.65.47.005			1/14/2023	67044-073 01/14/23	PKFC 12/11/22-01/11/23 11420 K	394.81	
101.0000.11.542.63.47.006			1/7/2023	67044-087 01/07/23	PKST 12/04/22-01/04/23 123rd &	89.93	
101.0000.11.542.64.47.005			1/7/2023	67044-053 01/07/23	PKST 12/04/22-01/04/23 4648 St	62.17	
101.0000.11.542.64.47.005			1/7/2023	67044-078 01/07/23	PKST 12/04/22-01/04/23 100th S	126.80	
101.0000.11.542.64.47.005			1/14/2023	67044-030 01/14/23	PKST 12/11/22-01/11/23 112th S	79.13	
101.0000.11.542.64.47.005			1/7/2023	67044-084 01/07/23	PKST 12/04/22-01/04/23 Steil &	92.70	
101.0000.11.542.64.47.005			1/7/2023	67044-079 01/07/23	PKST 12/04/22-01/04/23 96th St	192.32	
101.0000.11.542.64.47.005			1/14/2023	67044-017 01/14/23	PKST 12/11/22-01/11/23 112th S	59.58	
101.0000.11.542.64.47.005			1/7/2023	67044-016 01/07/23	PKST 12/04/22-01/04/23 140th A	66.55	
101.0000.11.542.64.47.005			1/7/2023	67044-050 01/07/23	PKST 12/04/22-01/04/23 Lkwd Dr	82.70	
101.0000.11.542.63.47.006			1/14/2023	67044-091 01/14/23	PKST 12/11/22-01/11/23 4713 11	65.47	
101.0000.11.542.64.47.005			1/14/2023	67044-010 01/14/23	PKST 12/11/22-01/11/23 108th S	73.95	
101.0000.11.542.63.47.006			1/7/2023	67044-092 01/07/23	PKST 12/04/22-01/04/23 8909 ST	45.37	
001.0000.11.576.80.47.005			1/7/2023	67044-048 01/07/23	PKFC 12/04/22-01/04/23 2716 84	29.34	
101.0000.11.542.64.47.005			1/7/2023	67044-031 01/07/23	PKST 12/04/22-01/04/23 84th St	72.16	
101.0000.11.542.64.47.005			1/14/2023	67044-004 01/14/23	PKST 12/11/22-01/11/23 108th S	78.33	
101.0000.11.542.64.47.005			1/7/2023	67044-080 01/07/23	PKST 12/04/22-01/04/23 8802 ST	86.72	
101.0000.11.542.64.47.005			1/7/2023	67044-081 01/07/23	PKST 12/04/22-01/04/23 3601 St	79.39	
97280	1/31/2023	002960		LAKEWOOD FIRST LIONS CLUB,			\$35.00
001.0000.15.521.10.49.001			1/10/2023	01/10/2023	PD 2022-2023 New Member Fee (S	35.00	
97281	1/31/2023	000300		LAKEWOOD WATER DISTRICT,			\$32,268.76
001.0000.11.576.81.47.001			1/24/2023	27555.01 01/24/23	PKFC 11/14/22-01/15/23 Steil B	42.50	
301.0039.11.594.76.63.001			1/24/2023	7397	PWCP 1" Irrigation GFCs	3,401.00	
302.0135.21.595.30.63.001			1/24/2023	7398	PWCP 1" Irrigation GFC's	5,195.00	
001.0000.07.558.50.41.001			1/23/2023	7395	CD FY22 Annual Cross Connectio	18,500.00	
502.0000.17.518.35.47.001			1/10/2023	16706.02 01/10/23	PKFC 10/31/22-01/02/23 6000 Ma	45.79	
302.0135.21.595.30.63.001			1/24/2023	7398	PWCP Irrigation Services 1-1"x	2,999.86	
502.0000.17.518.35.47.001			1/10/2023	16702.02 01/10/23	PKFC 10/31/22-01/04/23 6000 Ma	210.66	
301.0039.11.594.76.63.001			1/24/2023	7397	PWCP 1-1"x1" Conn	1,720.00	
001.0000.11.576.80.47.001			1/10/2023	15040.02 01/10/23	PKFC 10/31/22-01/02/23 4723 12	68.95	
101.0000.11.542.70.47.001			1/17/2023	20229.02 01/17/23	PKST 11/07/22-01/07/23 11201 O	42.50	
101.0000.11.542.70.47.001			1/10/2023	27571.01 01/10/23	PKST 10/31/22-01/02/23 123rd S	42.50	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
97282	1/31/2023	004680		LANGUAGE LINE SERVICES,			\$35.65
001.0000.02.512.51.49.009			12/31/2022	10712346	MC 12/22	35.65	
97283	1/31/2023	011263		LAW OFFICES OF MATTHEW RUSNAK,			\$1,000.00
001.0000.02.512.51.41.035			1/12/2023	423	MC 12/22	1,000.00	
97284	1/31/2023	008988		MCDONOUGH & SONS INC,			\$17,406.67
401.0000.11.531.10.48.001			12/31/2022	262070	PKFC/PKSW 12/22 Sweeping	17,070.90	
502.0000.17.518.35.48.001			12/31/2022	262070	PKFC/PKSW 12/22 Sweeping	335.77	
97285	1/31/2023	012420		OLYMPIA ORTHOPAEDIC ASSOC. LLC,			\$361.03
001.0000.15.521.10.41.125			8/2/2022	219849 08/02/22	PD 08/02/22 Emer Medical Svcs	283.70	
001.0000.15.521.10.41.125			8/2/2022	219849 08/02/2022	PD 08/02/22 Emer Medical Svcs	77.33	
97286	1/31/2023	011616		PIERCE COUNTY PROJECT ACCESS,			\$3,781.60
001.0000.11.565.10.41.020			1/29/2023	1426	PKHS AG 2021-098A Q4/22 Donate	3,781.60	
97287	1/31/2023	000445		PUGET SOUND ENERGY,			\$1,208.40
101.0000.21.341.82.00.001			1/31/2023	P 618 Job 108633508	PW Refund Permit 618 Job #1086	920.00	
302.0000.21.345.89.04.006			1/31/2023	P 618 Job 108633508	PW Refund Permit 618 Job #1086	270.00	
101.0000.21.322.40.00.006			1/31/2023	P 618 Job 108633508	PW Refund Permit 618 Job #1086	18.40	
97288	1/31/2023	005342		RAINIER LIGHTING & ELECTRICAL,			\$48.84
001.0000.11.576.81.31.001			1/25/2023	567431-1	PKFC Stem Mount	48.84	
97289	1/31/2023	011108		REBUILDING HOPE! PIERCE COUNTY,			\$3,558.91
001.0000.11.565.10.41.020			1/30/2023	Q4/22	PKHS AG 2021-099A Q4/22 Advoca	3,558.91	
97290	1/31/2023	005831		TOWN OF STEILACOOM,			\$1,718.94
631.0001.02.586.10.00.020			1/31/2023	12/22 Court Remit	MC 12/22 Court Remit	1,718.94	
97291	1/31/2023	013363		VISA - 6075,			\$3,162.37
503.0000.04.518.80.35.001			12/27/2022	6075/White 12/27/22	IT SSD Drives	1,858.55	
503.0000.04.518.80.35.001			12/27/2022	6075/White 12/27/22	IT Microphones (Court)	402.64	
503.0000.04.518.80.49.004			12/27/2022	6075/White 12/27/22	IT 12/06/22-01/05/23 Creative	60.49	
503.0000.04.518.80.49.004			12/27/2022	6075/White 12/27/22	IT Int'l Trx Fee On Fix & Prot	0.30	
503.0000.04.518.80.31.001			12/27/2022	6075/White 12/27/22	IT Kiosk Power Supply	24.18	
503.0000.04.518.80.31.001			12/27/2022	6075/White 12/27/22	IT USB Cables	26.36	
503.0000.04.518.80.49.004			12/27/2022	6075/White 12/27/22	IT 12/11/22-01/11/23 Fix & Pro	29.99	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
503.0000.04.518.80.31.001			12/27/2022	6075/White 12/27/22	IT USB Thumb Drives	131.97	
503.0000.04.518.80.49.004			12/27/2022	6075/White 12/27/22	IT SSL Cert	22.19	
503.0000.04.518.80.49.004			12/27/2022	6075/White 12/27/22	IT Monthly MailChimp	107.79	
503.0000.04.518.80.49.004			12/27/2022	6075/White 12/27/22	IT SSMCP Dreamhost	3.00	
503.0000.04.518.80.35.001			12/27/2022	6075/White 12/27/22	IT Keyboards	351.96	
503.0000.04.518.80.35.001			12/27/2022	6075/White 12/27/22	IT Hard Drives	142.95	
97292	1/31/2023	011158		VISA - 7966,			\$5.00
001.0000.15.521.10.31.001			12/27/2022	7966/Pitts 12/27/22	PD Office Supplies	5.00	
97293	1/31/2023	006002		WASHINGTON STATE CRIMINAL,			\$750.00
001.0000.15.521.40.49.003			1/23/2023	201137579	PD 09/19-09/23 Instr Dev Trng:	600.00	
001.0000.15.521.40.49.003			1/17/2023	201137559	PD 12/14/22 SUIDI Trng: Conlon	150.00	
97294	1/31/2023	011812		ARCHIVE SOCIAL INC,			\$6,906.24
503.0000.04.518.80.41.090			1/1/2023	26113	IT 01/01-12/31 Social Media Ar	6,906.24	
97295	1/31/2023	000133		DEPT OF LABOR & INDUSTRIES,			\$50.00
001.0000.15.521.10.49.001			1/6/2023	10749	PD Explosive User License:M. J	50.00	
97296	1/31/2023	001692		DEPT OF LABOR & INDUSTRIES,			\$161.65
502.0000.17.521.50.48.001			1/31/2023	313309	PKFC 03/01/23-03/01/24 PD Elev	161.65	
97297	1/31/2023	013429		DIRTON, EMILY			\$112.00
001.0000.06.515.30.41.001			1/20/2023	1729	LG 10-1-00938-0 State V Dorcus	112.00	
97298	1/31/2023	004710		EQUIFAX CREDIT NORTHWEST CORP,			\$117.27
001.0000.15.521.10.41.001			1/23/2023	2054068615	PD 01/23	117.27	
97299	1/31/2023	000166		FEDERAL EXPRESS,			\$192.16
001.0000.99.518.40.42.002			1/20/2023	8-014-00357	ND 01/11 Shipping	192.16	
97300	1/31/2023	005398		GLOBAL SECURITY &,			\$174.74
101.0000.11.543.50.41.001			1/1/2023	4540763	PKST Q1/23 Intrusion Monitorin	174.74	
97301	1/31/2023	000299		LAKEVIEW LIGHT & POWER CO.,			\$8,643.67
502.0000.17.521.50.47.005			1/21/2023	117448-001 01/21/23	PKFC 12/18/22-01/18/23 Lkwd Po	8,643.67	
97302	1/31/2023	000309		LES SCHWAB TIRE CENTER,			\$1,264.98

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.548.79.48.005			1/30/2023	30500760972	PKFL Tire Install On Trailer	1,264.98	
97303	1/31/2023	013427		O'KEEFFE CONSULTING,			\$750.00
001.0000.11.571.20.41.001			1/13/2022	01	PKRC New Year New You Music~	750.00	
97304	1/31/2023	000405		PCCFOA,			\$20.00
001.0000.06.514.30.49.001			1/31/2023	2023 Schumacher Dues	LG 2023 PCCFOA Dues: Schumache	20.00	
97305	1/31/2023	008936		PSFOA,			\$125.00
001.0000.04.514.20.49.001			1/31/2023	2023 Membership	FN 2023 PSFOA Membership	125.00	
97306	1/31/2023	000445		PUGET SOUND ENERGY,			\$638.05
302.0135.21.595.30.63.001			1/12/2023	400003580687	PWCP Connect @ 12112 Edgewood	638.05	
97307	1/31/2023	005342		RAINIER LIGHTING & ELECTRICAL,			\$2,617.44
502.0000.17.518.30.31.001			1/12/2023	567430-1	PKFC Lights, AC Santronics Tes	312.39	
502.0000.17.518.35.31.001			1/27/2023	570164-1	PK Maint Supplies	2,305.05	
97308	1/31/2023	012825		READY SET TOW LLC,			\$176.00
001.0000.15.521.10.41.070			1/23/2023	13518	PD 01/20 Saturn Ion	88.00	
001.0000.15.521.10.41.070			1/17/2023	13499	PD 01/16 Lincoln MKZ	88.00	
97309	1/31/2023	011227		SHOW CASE MEDIA,			\$496.00
001.0000.11.571.20.41.082			1/9/2023	4561	PKRC New Neighbors Guide Winte	496.00	
97310	1/31/2023	013435		SILOWKA, DAVID			\$33.00
001.0101.11.347.30.06.001			1/17/2023	30022220-5331	PK Refund: 2 Boat Launch Annua	30.02	
001.0000.00.229.10.00.004			1/17/2023	30022220-5331	PK Refund: 2 Boat Launch Annua	2.98	
97311	1/31/2023	005575		SUMNER VETERINARY HOSPITAL,			\$366.67
001.0000.15.521.10.41.001			1/13/2023	1253027	PD Vet Visit For Hawk	366.67	
97312	1/31/2023	004652		TITUS WILL CHEVROLET,			\$1,355.33
501.0000.51.521.10.48.005			1/26/2023	8254975	PDFL Other	328.11	
501.0000.51.521.10.48.005			1/26/2023	8254975	PDFL Electrical	226.05	
501.0000.51.521.10.48.005			1/26/2023	8254975	PDFL Diagnostics	801.17	
97313	1/31/2023	000595		WASHINGTON ASSOC OF SHERIFFS,			\$440.00
001.0000.15.521.40.49.001			1/12/2023	Dues 2023-00201	PD Active Dues: Zaro	365.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.40.49.001			1/12/2023	Dues 2023-00202	PD Assoc Dues: Alwine	75.00	
97314	1/31/2023	009100		WASHINGTON DEPT OF HEALTH,			\$145.00
195.0030.15.521.30.49.001			1/25/2023	PC 61352971 Bentz	PD Phlebotomist Cert Renewal:	145.00	
97315	1/31/2023	009254		WFOA,			\$600.00
001.0000.04.514.20.49.001			1/24/2023	22-63777090	FN 2023 WFOA Membership: Whipp	75.00	
001.0000.04.514.20.49.001			1/24/2023	22-76796002	FN 2023 WFOA Membership: Short	75.00	
001.0000.04.514.20.49.001			1/23/2023	22-76796067	FN 2023 WFOA Membership: Dove	75.00	
001.0000.04.514.20.49.001			1/3/2023	22-63775669	FN 2023 WFOA Membership: Kraus	75.00	
001.0000.04.514.20.49.001			1/23/2023	22-105338930	FN 2023 WFOA Membership: Dunn	75.00	
001.0000.04.514.20.49.001			1/25/2023	22-19647	FN 2023 WFOA Membership: Ngues	75.00	
001.0000.04.514.20.49.001			1/6/2023	22-106331801	FN 2023 WFOA Membership: Kapla	75.00	
001.0000.04.514.20.49.001			1/25/2023	22-18226	FN 2023 WFOA Membership: Mahug	75.00	
97316	1/31/2023	013436		WILKERSON, MATTHEW			\$470.95
001.0000.15.521.10.41.070			1/31/2023	2A7943901 Reimb	PD PC Crt Judgment Case # 2A79	470.95	
97317	2/3/2023	013437		K LEE PROPERTIES, LLC,			\$4,000.00
190.1005.52.559.32.41.001			2/3/2023	2/3/23 K Matthews	CDBG EPP: Karla Matthews Move-	4,000.00	
97318	2/15/2023	000300		LAKEWOOD WATER DISTRICT,			\$966.88
001.0000.11.576.80.47.001			2/7/2023	10152.01 02/07/23	PKFC 11/26/22-01/28/23 59th Av	42.50	
101.0000.11.542.70.47.001			2/7/2023	12796.02 02/07/23	PKST 11/26/22-01/28/23 Traffic	45.79	
101.0000.11.542.70.47.001			2/7/2023	10567.02 02/07/23	PKST 11/26/22-01/28/23 8902 Me	42.50	
001.0000.11.576.81.47.001			2/7/2023	27585.01 02/07/23	PKFC 11/26/22-01/28/23 9251 An	85.40	
001.0000.11.576.81.47.001			2/7/2023	27587.01 02/07/23	PKFC 11/26/22-01/28/23 9699 An	42.50	
001.0000.11.576.81.47.001			2/7/2023	11535.02 02/07/23	PKFC 11/26/22-01/28/23 8714 87	472.53	
001.0000.11.576.81.47.001			2/7/2023	27586.01 02/07/23	PKFC 11/26/22-01/28/23 9349 An	42.50	
001.0000.11.576.81.47.001			2/7/2023	26554.02 02/07/23	PKFC 11/26/22-01/28/23 8714 87	55.71	
001.0000.11.576.81.47.001			2/7/2023	27581.01 02/07/23	PKFC 11/26/22-01/28/23 9101 An	46.48	
101.0000.11.542.70.47.001			2/7/2023	12586.02 02/07/23	PKST 11/26/22-01/28/23 Traffic	42.50	
001.0000.11.576.81.47.001			2/7/2023	27583.01 02/07/23	PKFC 11/26/22-01/28/23 9115 An	48.47	
97319	2/15/2023	000309		LES SCHWAB TIRE CENTER,			\$54.98
501.0000.51.548.79.48.005			2/6/2023	30500762043	PKFL Tube Installed	54.98	
97320	2/15/2023	013444		MULLEN COUGHLIN LLC,			\$15,468.00
504.0000.09.518.31.41.001			1/31/2023	55566	RM 12/22 RW- Claim No. 9296799	15,468.00	

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97321	2/15/2023	013443		PEAK INDUSTRIAL INC,			\$710.77
501.0000.51.548.79.48.005		8/18/2022	PSI-137832	PKFL Replace Broken Base End F	710.77		
97322	2/15/2023	005575		SUMNER VETERINARY HOSPITAL,			\$931.53
001.0000.15.521.10.41.001		12/26/2022	1249326	PD 12/26 Vet Visit For Rock	273.73		
001.0000.15.521.10.41.001		12/26/2022	1249316	PD 12/26 Urgent Care Vet Visit	390.28		
001.0000.15.521.10.41.001		12/26/2022	1249372	PD Vet Lodging For Rock	267.52		
97323	2/15/2023	007712		US BANK,			\$170.00
202.0000.03.514.20.41.001		7/25/2022	6608560	DS 07/01/22-06/30/23 LAKLID110	170.00		
97324	2/15/2023	000595		WASHINGTON ASSOC OF SHERIFFS,			\$4,405.13
001.0000.02.523.30.41.001		12/31/2022	EM 2023-00118	MC 12/22 Home Monitoring	4,405.13		
97325	2/15/2023	010899		ACCESS INFORMATION MANAGEMENT,			\$3,146.75
001.0000.06.514.30.41.001		1/31/2023	0078626	LG 01/23 Record Retention & Mg	3,146.75		
97326	2/15/2023	013445		ADOBE INC,			\$3,168.00
001.0000.06.515.30.41.001		1/27/2023	2367051600	LG 01/27/23-01/26/24 Acrobat	3,168.00		
97327	2/15/2023	011257		AHUMADA, ANITA			\$328.47
001.0000.02.512.51.49.009		2/13/2023	January 2023	MC 01/23 Interpreter	328.47		
97328	2/15/2023	001526		APWA,			\$2,592.00
401.0000.41.531.10.49.001		2/2/2023	128299 02/02/23	PWST/PWSW 05/01/23-04/30/24 AP	1,296.00		
101.0000.21.544.20.49.001		2/2/2023	128299 02/02/23	PWST/PWSW 05/01/23-04/30/24 AP	1,296.00		
97329	2/15/2023	008307		AT&T MOBILITY,			\$15,787.04
180.0000.15.521.21.42.001		1/19/2023	287293165778 01/23	IT/PD Thru 01/19 Phone	286.77		
503.0000.04.518.80.42.001		1/19/2023	287296255265 01/23	IT Thru 01/19 Phone	4,983.62		
503.0000.04.518.80.42.001		1/19/2023	287304884473 01/23	IT Thru 01/19 Phone	12.60		
503.0000.04.518.80.42.001		1/19/2023	287293165778 01/23	IT/PD Thru 01/19 Phone	10,504.05		
97330	2/15/2023	011706		BACKFLOWS NW INC,			\$55.00
001.0000.11.576.81.48.001		2/6/2023	181076	PKFC Backflow Test: 9107 Angle	55.00		
97331	2/15/2023	013417		BENTLER, KALPNA			\$130.00
001.0000.02.512.51.49.009		2/13/2023	January 2023	MC 01/23 Interpreter	130.00		

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
97332	2/15/2023	006115		BOARD FOR VOLUNTEER,			\$1,480.00
001.0000.15.521.10.21.020		2/14/2023	02/08/2023	PD 2023 Reserve Pension		1,480.00	
97333	2/15/2023	013400		BRUCE, FREHIWOT			\$130.00
001.0000.02.512.51.49.009		2/13/2023	January 2023	MC 01/23 Interpreter		130.00	
97334	2/15/2023	012025		CHI FRANCISCAN OCCUP HEALTH,			\$860.00
001.0000.09.518.10.41.001		2/2/2023	00013016-00	HR 01/16-01/31 Physicals, Audi		860.00	
97335	2/15/2023	002408		CITY OF TACOMA,			\$773.50
001.0000.15.521.32.41.001		2/6/2023	91132464	PD 01/23 Dumping Charges		773.50	
97336	2/15/2023	011564		CODE PUBLISHING COMPANY,			\$174.75
001.0000.06.514.30.41.001		1/31/2023	GC009889	LG Muni Code - Full Code, New		174.75	
97337	2/15/2023	000133		DEPT OF LABOR & INDUSTRIES,			\$225.00
001.0000.15.521.10.49.001		1/6/2023	10747	PD Explosives Storage Renewal		175.00	
001.0000.15.521.10.49.001		1/6/2023	10747	PD Explosives License: Moody		50.00	
97338	2/15/2023	009472		DISH NETWORK LLC,			\$174.09
503.0000.04.518.80.42.001		2/4/2023	8255 7070 8168 1616	IT 02/16-03/15 PD TV/HD Receiv		174.09	
97339	2/15/2023	010425		DOYLE PRINTING COMPANY,			\$302.50
001.0000.15.521.80.41.001		1/27/2023	64965	PD Business Cards: Generic & A		302.50	
97340	2/15/2023	011744		DR. STEPHEN FRIEDRICK,			\$2,400.00
195.0030.15.521.30.41.001		2/5/2023	108	PD 2023 Physician Advisor Phle		2,400.00	
97341	2/15/2023	000166		FEDERAL EXPRESS,			\$292.96
001.0000.99.518.40.42.002		2/3/2023	8-027-36041	ND 01/26 Shipping		188.95	
001.0000.99.518.40.42.002		1/27/2023	8-020-45366	ND 01/11 Shipping		34.02	
001.0000.99.518.40.42.002		2/10/2023	8-035-16839	ND 02/06 Shipping		69.99	
97342	2/15/2023	002662		GENE'S TOWING INC,			\$113.50
501.0000.51.548.79.48.005		1/24/2023	510809	PKFL 01/24 Alarm Reset		75.00	
001.0000.15.521.10.41.070		1/26/2023	510970	PD 01/26 Ford Explorer		38.50	
97343	2/15/2023	005398		GLOBAL SECURITY &			\$131.83

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101.0000.11.543.50.41.001			2/1/2023	4545209	PKST 02/01-04/30 Fire Monitori	131.83	
97344	2/15/2023	013201		GOVOLUTION LLC,			\$72.60
503.0000.04.518.80.49.004			1/31/2023	13152	IT 01/23 Velocity Technology	72.60	
97345	2/15/2023	002817		GRAINGER,			\$3,244.97
001.0000.15.521.10.31.001			11/15/2022	9513224478	freight	141.47	
001.0000.15.521.10.31.001			11/15/2022	9513224478	PD - 10 Cases of Flares with S	2,808.50	
001.0000.15.521.10.31.001			11/15/2022	9513224478	Sales Tax	295.00	
97346	2/15/2023	013082		JOHN FLEMING,			\$30,000.00
106.0000.11.573.20.41.001			2/6/2023	2023-02-06	PA AG 2021-275 Public Art At C	30,000.00	
97347	2/15/2023	003836		JOHNSTONE SUPPLY,			\$11.28
502.0000.17.518.35.31.001			2/7/2023	11-S100851917.001	PKFC Capacitor Run Oval	11.28	
97348	2/15/2023	000299		LAKEVIEW LIGHT & POWER CO.,			\$2,429.83
401.0000.41.531.10.47.005			1/28/2023	67044-037 01/28/23	PWSW 12/25/22-01/25/23 Pac Hwy	49.48	
001.0000.11.576.80.47.005			1/21/2023	67044-034 01/21/23	PKFC 12/18/22-01/18/23 10506 R	41.36	
101.0000.11.542.64.47.005			1/28/2023	67044-043 01/28/23	PKST 12/25/22-01/25/23 BPW SW	170.29	
001.0000.11.576.80.47.005			1/21/2023	67044-063 01/21/23	PKFC 12/18/22-01/18/23 6002 Fa	104.57	
101.0000.11.542.64.47.005			1/21/2023	67044-006 01/21/23	PKST 12/18/22-01/18/23 108th S	74.40	
101.0000.11.542.64.47.005			1/21/2023	67044-024 01/21/23	PKST 12/18/22-01/18/23 GLD SW	71.80	
101.0000.11.542.64.47.005			1/21/2023	67044-019 01/21/23	PKST 12/18/22-01/18/23 BPW SW	78.50	
101.0000.11.542.64.47.005			2/15/2023	67044-082 01/21/23	PKST 12/18/22-01/18/23 GLD & M	203.76	
401.0000.41.531.10.47.005			1/28/2023	67044-057 01/28/23	PWSW 12/25/22-01/25/23 5118 Se	53.06	
101.0000.11.542.64.47.005			1/21/2023	67044-064 01/21/23	PKST 12/18/22-01/18/23 93rd &	65.47	
101.0000.11.542.64.47.005			1/21/2023	67044-020 01/21/23	PKST 12/18/22-01/18/23 59th Av	96.63	
101.0000.11.542.64.47.005			1/28/2023	67044-038 01/28/23	PKST 12/25/22-01/25/23 BP Way	71.90	
101.0000.11.542.63.47.006			1/21/2023	67044-086 01/21/23	PKST 12/18/22-01/18/23 6119 Mo	73.50	
101.0000.11.542.64.47.005			1/21/2023	67044-046 01/21/23	PKST 12/18/22-01/18/23 10013 G	242.59	
101.0000.11.542.64.47.005			2/15/2023	67044-022 01/21/23	PKST 12/18/22-01/18/23 GLD SW	106.53	
101.0000.11.542.64.47.005			1/28/2023	67044-055 01/28/23	PKST 12/25/22-01/25/23 11424 P	71.80	
101.0000.11.542.64.47.005			1/28/2023	67044-056 01/28/23	PKST 12/25/22-01/25/23 11517 P	78.60	
101.0000.11.542.64.47.005			1/21/2023	67044-001 01/21/23	PKST 12/18/22-01/18/23 100th S	73.24	
101.0000.11.542.63.47.005			1/21/2023	67044-088 01/21/23	PK 12/18/22-01/18/23 11950 47t	53.77	
001.0000.11.576.80.47.005			1/28/2023	67044-041 01/28/23	PKFC 12/25/22-01/25/23 4721 12	41.19	
101.0000.11.542.64.47.005			1/21/2023	67044-047 01/21/23	PKST 12/18/22-01/18/23 59th Av	78.41	
101.0000.11.542.63.47.006			1/21/2023	67044-090 01/21/23	PKST 12/18/22-01/18/23 5310 10	103.23	

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101.0000.11.542.63.47.006			1/21/2023	67044-093 01/21/23	PKST 12/20/22-01/18/23 9511 GL	39.38	
101.0000.11.542.64.47.005			1/28/2023	67044-054 01/28/23	PKST 12/25/22-01/25/23 11417 P	75.37	
101.0000.11.542.64.47.005			1/21/2023	67044-003 01/21/23	PKST 12/18/22-01/18/23 Motor A	93.78	
101.0000.11.542.64.47.005			1/21/2023	67044-005 01/21/23	PKST 12/18/22-01/18/23 BP Wy S	82.26	
101.0000.11.542.63.47.006			1/21/2023	67044-039 01/21/23	PKST 12/18/22-01/18/23 5700 10	56.81	
101.0000.11.542.64.47.005			1/28/2023	67044-028 01/28/23	PKST 12/25/22-01/25/23 Pac Hwy	78.15	
97349	2/15/2023	013010		LAMAR ADVERTISING OF SEATTLE,			\$1,650.00
001.9999.15.521.30.44.001			1/6/2023	114382787	PD 01/06-02/02 Advertising	1,650.00	
97350	2/15/2023	005685		LEMAY MOBILE SHREDDING,			\$353.00
001.0000.99.518.40.41.001			2/1/2023	4781063S185	ND 01/23 Shredding CH 3rd Floo	61.00	
001.0000.02.512.50.41.001			2/1/2023	4781046S185	MC 01/23	73.00	
001.0000.15.521.10.41.001			2/1/2023	4778902S185	PD 01/23 Shredding	219.00	
97351	2/15/2023	013438		LINCOLN GUTTERS, LLC.,			\$3,630.00
502.0025.17.518.20.41.001			2/1/2023	2214	PKFC Gutter Install:9101 Angle	3,630.00	
97352	2/15/2023	013440		LOVE LE HOMES REALTY,			\$260.00
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	260.00	
97353	2/15/2023	008988		MCDONOUGH & SONS INC,			\$262.50
302.0005.21.595.30.63.001			2/2/2023	262786	PWCP Special Sweep For Chip Se	262.50	
97354	2/15/2023	011882		MURITOK, LESERINE			\$130.00
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	130.00	
97355	2/15/2023	011393		NAVIA BENEFIT SOLUTIONS,			\$253.15
001.0000.09.518.10.41.001			1/30/2023	10564514	HR 01/23 Participant Fee	253.15	
97356	2/15/2023	009755		NEATHERY, DAVID			\$130.00
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	130.00	
97357	2/15/2023	010743		NISQUALLY INDIAN TRIBE,			\$29,770.00
001.0000.15.521.10.41.125			1/31/2023	33648	PD 01/23 Jail Svcs	29,770.00	
97358	2/15/2023	013422		PHED, ROBERT S.			\$130.00
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	130.00	

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97359	2/15/2023	007866		PLANNING ASSOC OF WASHINGTON,			\$450.00
001.0000.07.558.65.49.001			1/1/2023	2516	CD 01/01-12/31 PAW Organizatio	450.00	
97360	2/15/2023	010896		PUGET SOUND TITLE - TACOMA,			\$440.00
301.0031.11.594.76.63.001			2/1/2023	223928	PKCP Subdivision Guarantee	440.00	
97361	2/15/2023	005342		RAINIER LIGHTING & ELECTRICAL,			\$16.50
502.0000.17.518.30.31.001			2/10/2023	571283-1	PKFC Maint Supplies	16.50	
97362	2/15/2023	012825		READY SET TOW LLC,			\$176.00
001.0000.15.521.10.41.070			1/30/2023	13544	PD 01/28 Toyota Avalon	88.00	
001.0000.15.521.10.41.070			1/31/2023	13549	PD 01/31	88.00	
97363	2/15/2023	013251		SEMISI-TUPOU, VAIVAO			\$520.00
001.0000.02.512.51.49.009			2/13/2023	January 2023	MC 01/23 Interpreter	520.00	
97364	2/15/2023	011548		SILENT LIGHTS LLC,			\$1,347.50
001.0000.11.571.20.41.082			2/5/2023	51	PKRC AG 2022-218 Christmas Tre	1,225.00	
001.0000.11.571.20.41.082			2/5/2023	51	Sales Tax	122.50	
97365	2/15/2023	010447		SPECIAL SERVICES GROUP LLC,			\$2,640.00
180.0000.19.521.21.41.001			1/31/2023	17020	PD - Covert Tracking Service W	600.00	
180.0000.19.521.21.41.001			1/31/2023	17020	PD - Covert Tracking Service W	600.00	
180.0000.19.521.21.41.001			1/31/2023	17020	PD - Covert Tracking Service W	600.00	
180.0000.19.521.21.41.001			1/31/2023	17020	Sales Tax	240.00	
180.0000.19.521.21.41.001			1/31/2023	17020	PD - Covert Tracking Service W	600.00	
97366	2/15/2023	012412		STEAGALL, LARRY			\$491.62
001.0000.03.557.20.41.001			1/30/2023	001 2023	CM 01/27 Photography/Lab Work	491.62	
97367	2/15/2023	012981		TEKS SERVICES INC,			\$10,236.95
001.9999.07.558.60.49.005			2/9/2023	54860	CD/ND Trees Postcards & Mailin	4,890.34	
001.0000.99.518.40.42.002			2/9/2023	54860	CD/ND Trees Postcards & Mailin	5,346.61	
97368	2/15/2023	006767		THE SEMINAR GROUP,			\$549.00
001.0000.06.515.30.49.003			2/2/2023	50118843	LG Pre-Recorded Sessions: Cond	549.00	
97369	2/15/2023	010626		TIMCO INC,			\$141.51
501.0000.51.548.79.31.006			2/7/2023	T052297	PKFL Fittings For Trailer Hook	141.51	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
97370	2/15/2023	009354		TK ELEVATOR,			\$3,204.51
502.0000.17.518.35.48.001			1/18/2023	6000625672	PKFC Provide/Install Cab Exhau	1,646.52	
502.0000.17.521.50.48.001			1/31/2023	3007073167	PKFC 01/23 Elevator Svc	289.52	
502.0000.17.542.65.48.001			1/31/2023	3007073167	PKFC 01/23 Elevator Svc	689.42	
502.0000.17.518.35.48.001			1/31/2023	3007073167	PKFC 01/23 Elevator Svc	579.05	
97371	2/15/2023	010640		TRANSUNION RISK AND,			\$261.14
001.0000.15.521.21.41.001			2/8/2023	212084 01/23	PD People Searches	261.14	
97372	2/15/2023	001255		US POSTMASTER,			\$5,506.40
001.0000.99.518.40.42.002			2/3/2023	330043	ND Permit 2160: Spring 2023 Co	5,506.40	
97373	2/15/2023	009856		UTILITIES UNDERGROUND LOCATION,			\$356.04
401.0000.11.531.10.41.001			1/31/2023	3010173	PKST/PSW 01/23 Excavation Not	118.68	
101.0000.11.544.90.41.001			1/31/2023	3010173	PKST/PSW 01/23 Excavation Not	237.36	
97374	2/15/2023	013425		VISA - 0143,			\$61.99
001.0000.15.521.10.31.005			1/27/2023	0143/LaVerg 01/27/23	PD Cake For Lawler Ret	61.99	
97375	2/15/2023	011755		VISA - 0349,			\$153.11
001.0000.15.521.80.31.008			1/27/2023	0349/Meeks 01/27/23	PD Handcuffs	153.11	
97376	2/15/2023	011958		VISA - 0975,			\$1,914.20
001.0000.99.518.40.42.002			1/27/2023	0975/Gumm 01/27/23	ND Mail RHSP Notice	19.06	
001.0000.99.518.40.42.002			1/27/2023	0975/Gumm 01/27/23	ND Mail RHSP Notice	8.45	
105.0002.07.559.20.31.001			1/27/2023	0975/Gumm 01/27/23	AB Tabs, Ink	81.38	
001.0000.99.518.40.42.002			1/27/2023	0975/Gumm 01/27/23	ND Mail RHSP Notice	9.17	
190.0007.52.559.31.35.001			1/27/2023	0975/Gumm 01/27/23	CDBG Scanners	1,568.13	
190.0007.52.559.31.31.001			1/27/2023	0975/Gumm 01/27/23	CDBG Ink, Hole Punch	105.01	
105.0001.07.559.20.41.001			1/27/2023	0975/Gumm 01/27/23	AB Abatement Search SCRA	40.00	
001.0000.99.518.40.42.002			1/27/2023	0975/Gumm 01/27/23	ND Mail RHSP Notice	8.69	
105.0001.07.559.20.31.001			1/27/2023	0975/Gumm 01/27/23	AB Ink, Memory Stick	65.38	
105.0001.07.559.20.42.002			1/27/2023	0975/Gumm 01/27/23	AB Mail Abatement Notice	8.93	
97377	2/15/2023	012354		VISA - 1105,			\$2,356.57
104.0010.01.557.30.49.003			1/27/2023	1105/Martin 01/27/23	HM WSFMA Conf: Martinez	213.80	
001.0000.11.571.20.31.050			1/27/2023	1105/Martin 01/27/23	PKRC Welcome Walk Supplies	118.30	
001.0000.11.571.20.41.082			1/27/2023	1105/Martin 01/27/23	PKRC Banner For New Year's Eve	583.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.571.20.49.003			1/27/2023	1105/Martin 01/27/23	PKRC Gov't Social Media Conf:	1,119.00	
001.0000.11.571.20.43.002			1/27/2023	1105/Martin 01/27/23	PKRC Gov't Social Media Conf:	115.26	
001.0000.11.571.20.31.050			1/27/2023	1105/Martin 01/27/23	PKRC Food & Supplies For New Y	128.01	
001.0000.11.571.20.31.050			1/27/2023	1105/Martin 01/27/23	PKRC Pillowcases For Yoga	79.20	
97378	2/15/2023	013268		VISA - 2868,			\$104.87
105.0002.07.559.20.31.001			1/27/2023	2868/RHSP 01/27/23	AB Step Files	70.59	
001.0000.99.518.40.42.002			1/27/2023	2868/RHSP 01/27/23	ND RHSP Mailing	25.35	
001.0000.99.518.40.42.002			1/27/2023	2868/RHSP 01/27/23	ND RHSP Mailing	8.93	
97379	2/15/2023	012401		VISA - 3408,			\$1,094.66
195.0024.15.521.30.43.002			1/27/2023	3408/Carrol 01/27/23	PD WSNIA Conf Hotel Dep: Carro	152.15	
195.0024.15.521.30.31.001			1/27/2023	3408/Carrol 01/27/23	PD 12/23/22-01/22/23 Internet	372.38	
195.0024.15.521.30.31.001			1/27/2023	3408/Carrol 01/27/23	PD 12/14/22-02/13/23 Rekor Mo	75.13	
195.0024.15.521.30.49.003			1/27/2023	3408/Carrol 01/27/23	PD 2023 WSNIA Conf: Carroll	495.00	
97380	2/15/2023	013085		VISA - 3420,			\$2,845.55
001.0000.15.521.10.31.001			1/27/2023	3420/PD1 01/27/23	PD Marking Crayons	15.39	
001.0000.15.521.10.31.001			1/27/2023	3420/PD1 01/27/23	PD Computer Mouse	21.77	
001.0000.15.521.22.43.005			1/27/2023	3420/PD1 01/27/23	PD Replenish Good To Go Accoun	250.00	
001.0000.15.521.26.48.001			1/27/2023	3420/PD1 01/27/23	PD Pole Camera Repair	182.51	
001.0000.15.521.10.41.001			1/27/2023	3420/PD1 01/27/23	PD Medical Svcs For Inmate Mic	920.86	
001.0000.15.521.10.31.001			1/27/2023	3420/PD1 01/27/23	PD Dog Food	304.02	
001.0000.15.521.10.31.001			1/27/2023	3420/PD1 01/27/23	PD Battery	192.51	
501.0000.51.521.10.31.006			1/27/2023	3420/PD1 01/27/23	PDFL Tire Jack	61.25	
001.0000.15.521.10.31.001			1/27/2023	3420/PD1 01/27/23	PD iPhone Supplies	365.97	
001.0000.15.521.10.31.001			1/27/2023	3420/PD1 01/27/23	PD Headphones	120.99	
001.0000.15.521.10.31.001			1/27/2023	3420/PD1 01/27/23	PD USB Port	14.16	
001.0000.15.521.22.31.001			1/27/2023	3420/PD1 01/27/23	PD Office Supplies	260.00	
001.0000.15.521.32.31.001			1/27/2023	3420/PD1 01/27/23	PD Crowbar, Gloves, Paint	152.61	
001.0000.15.521.10.31.001				3420/PD1 01/27/23	PD Return: Crayons	-16.49	
97381	2/15/2023	013356		VISA - 4138,			\$495.00
301.0020.11.594.76.63.001			1/27/2023	4138/York 01/27/23	PKFC Sewer Permit: 2401 S. 84t	495.00	
97382	2/15/2023	011642		VISA - 6610,			\$232.36
180.0000.15.521.21.43.006			1/27/2023	6610/PD4 01/27/23	PD UC School: Teclemariam	232.36	
97383	2/15/2023	013402		VISA - 7123,			\$365.50

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
502.0000.17.518.35.35.001			1/27/2023	7123/Morrow 01/27/23	PKFC Saws	284.57	
502.0000.17.518.35.31.001			1/27/2023	7123/Morrow 01/27/23	PKFC Organizers, Tire Chuck W.	43.04	
502.0000.17.518.35.31.001			1/27/2023	7123/Morrow 01/27/23	PKFC HVAC Capacitors	37.89	
97384	2/15/2023	011136		VISA - 7750,			\$37.15
001.0000.99.518.40.42.002			1/27/2023	7750/Allen 01/27/23	ND PD 01/24 & 01/25 Shipping W	37.15	
97385	2/15/2023	011137		VISA - 7768,			\$31.86
001.0000.15.521.21.35.001			1/27/2023	7768/Alwine 01/27/23	PD Maint Supplies	31.86	
97386	2/15/2023	011138		VISA - 7776,			\$521.14
001.0000.11.576.81.31.001			1/27/2023	7776/Anders 01/27/23	PKFC Lumber For FSP	521.14	
97387	2/15/2023	011140		VISA - 7800,			\$126.25
501.0000.51.548.79.32.001			1/27/2023	7800/Cummin 01/27/23	PKFL 30 Gallon Gas	116.36	
101.0000.11.544.90.35.001			1/27/2023	7800/Cummin 01/27/23	PKST Wrench	9.89	
97388	2/15/2023	011158		VISA - 7966,			\$7,093.51
001.0000.15.521.10.49.001			1/27/2023	7966/Pitts 01/27/23	PD FBINAA Membership: Alwine	120.00	
001.0000.15.521.10.41.001			1/27/2023	7966/Pitts 01/27/23	PD Medical Eval:Beard	2,800.00	
001.0000.15.521.10.90.301			1/27/2023	7966/Pitts 01/27/23	PD Monitors	806.91	
001.0000.15.521.10.31.001			1/27/2023	7966/Pitts 01/27/23	PD Hard Drive	54.74	
001.0000.15.521.10.31.001			1/27/2023	7966/Pitts 01/27/23	PD Plaques	233.50	
001.0000.15.521.10.31.001			1/27/2023	7966/Pitts 01/27/23	PD Certificate Paper	43.95	
001.0000.15.521.10.31.001			1/27/2023	7966/Pitts 01/27/23	PD Glock Parts Ret Label	9.00	
001.0000.15.521.40.49.003			1/27/2023	7966/Pitts 01/27/23	PD Stopping Online Child Preda	308.99	
001.0000.15.521.40.49.001			1/27/2023	7966/Pitts 01/27/23	PD IACP Membership: Borchardt	75.00	
001.0000.15.521.10.35.004			1/27/2023	7966/Pitts 01/27/23	PD Stools	47.28	
001.0000.15.521.10.31.001			1/27/2023	7966/Pitts 01/27/23	PD Desk Tray	37.05	
001.0000.15.521.40.49.003			1/27/2023	7966/Pitts 01/27/23	PD GST Level 1 Trng: Babcock	1,200.00	
180.0000.15.521.21.43.001			1/27/2023	7966/Pitts 01/27/23	PD UC School: Teclemariam	477.81	
180.0000.15.521.21.49.003			1/27/2023	7966/Pitts 01/27/23	PD UC School: Teclemariam	450.00	
001.0000.15.521.40.43.002			1/27/2023	7966/Pitts 01/27/23	PD Background Invest: Markert	209.28	
001.0000.15.521.40.49.001			1/27/2023	7966/Pitts 01/27/23	PD Wa Assoc Of Tech Accident:	220.00	
97389	2/15/2023	011177		VISA - 8550,			\$31.52
001.0000.13.558.70.49.005			1/27/2023	8550/Newton 01/27/23	ED Documents From County For T	18.30	
001.0000.13.558.70.49.004			1/27/2023	8550/Newton 01/27/23	ED 12/29/22-01/29/23 Dropbox	13.22	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
97390	2/15/2023	013244		VISA - 9393,			\$404.58
501.0000.51.521.10.48.005			1/27/2023	9393/Sale 01/27/23	PDFL Oil Filters	14.20	
001.0000.15.521.40.49.001			1/27/2023	9393/Sale 01/27/23	PD Pac NW Div IAI: Sale	25.00	
001.0000.15.521.10.31.001			1/27/2023	9393/Sale 01/27/23	PD DVD's	365.38	
97391	2/15/2023	011707		VISA - 9465,			\$342.44
001.0000.11.571.20.31.008			1/27/2023	9465/Fairfi 01/27/23	PKRC Sweatshirts For Yth Counc	157.70	
001.0000.11.571.20.31.001			1/27/2023	9465/Fairfi 01/27/23	PKRC Tape & Wipes	48.73	
001.0000.11.571.20.31.050			1/27/2023	9465/Fairfi 01/27/23	PKRC Bins	123.02	
001.0000.11.571.20.49.001			1/27/2023	9465/Fairfi 01/27/23	PKRC 01/23 CANVA Sub	12.99	
97392	2/15/2023	000577		WABO,			\$1,327.80
001.0000.07.558.50.31.001			1/23/2023	44028	CD 2021 Int'l Residential Code	327.80	
001.0000.07.558.50.49.003			2/13/2023	44270	CD 2023 WABO Education Institu	1,000.00	
97393	2/15/2023	009107		WASHINGTON CITIES INSURANCE,			\$880.45
504.0000.00.395.05.00.000			2/13/2023	2022-0078 Refund	RM Refund Overpmt On Cl # 2022	880.45	
97394	2/15/2023	000576		WASHINGTON STATE BAR ASSOC,			\$399.00
001.0000.06.515.31.49.003			2/15/2023	23979 TAC Johnson	LG Training For Svc As Pro Tem	399.00	
97395	2/15/2023	000597		WASHINGTON STATE SUPREME COURT,			\$12.69
001.0000.06.515.30.41.001			2/7/2023	PR-20348	LG City's Supplemental Brief	12.69	
97396	2/15/2023	002774		WCMA,			\$315.00
001.0000.04.514.20.49.001			2/14/2023	23-36528	FN WCMA Membership: Kraus	315.00	
97397	2/21/2023	006117		PETTY CASH,			\$359.19
503.0000.04.518.80.31.005			2/21/2023	01/23 VH	IT Colvin: Workthrough Lunch D	38.74	
001.0000.11.569.50.31.005			2/21/2023	01/23 VH	PK Washburn: Donuts For Sr. Ce	21.00	
001.0000.09.518.91.31.009			2/21/2023	01/23 VH	HR Freeman: Wellness Valentine	63.91	
001.0000.11.542.70.31.030			2/21/2023	01/23 VH	PK Anderson: Rock For Landscap	79.42	
503.0000.04.518.80.31.005			2/21/2023	01/23 VH	IT Colvin: Workthrough Lunch D	55.91	
001.0000.11.571.20.31.001			2/21/2023	01/23 VH	PKRC Neil: Lysol Wipes For Yog	24.72	
001.0000.15.521.10.35.010			2/21/2023	01/23 VH	PD Teclemariam: Holsters	75.49	
97398	2/21/2023	012415		VISA - 3853,			\$220.00
001.0000.06.515.30.49.003			1/27/2023	3853/Fin 2 01/27/23	LG Pub. Records Webinar: Colli	80.00	
401.0000.41.531.10.49.003			1/27/2023	3853/Fin 2 01/27/23	PWSW Muni Stormwater Conf: Hal	140.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
97399	2/21/2023	012668		VISA - 4635,			\$256.75
001.0000.09.518.91.31.009			1/27/2023	4635/Fin 5 01/27/23	HR Candy For Heart Health Awar	31.75	
001.0000.09.518.10.49.001			1/27/2023	4635/Fin 5 01/27/23	HR NPERLA Dues: McDougal	225.00	
97400	2/21/2023	012715		VISA - 5244,			\$667.10
001.0000.06.514.30.49.001			1/27/2023	5244/Schuma 01/27/23	LG Notary Elec. Endorsement: S	15.00	
001.0000.06.514.30.49.004			1/27/2023	5244/Schuma 01/27/23	LG Int'l Trx Fee On Doodle.com	0.15	
001.0000.03.513.10.49.003			1/27/2023	5244/Schuma 01/27/23	CM AWC City Action Day: Caulfi	200.00	
001.0000.06.514.30.49.004			1/27/2023	5244/Schuma 01/27/23	LG 01/26-02/26 Doodle.Com	14.95	
001.0000.06.515.30.49.003			1/27/2023	5244/Schuma 01/27/23	LG PRA Case Law Update: Wachte	40.00	
001.0000.06.515.30.49.001			1/27/2023	5244/Schuma 01/27/23	LG TPCBA Dues: Wachter	140.00	
001.0000.06.514.30.49.001			1/27/2023	5244/Schuma 01/27/23	LG Notary Renewal: Schumacher	57.00	
001.0000.06.515.30.49.001			1/27/2023	5244/Schuma 01/27/23	LG TPCBA Dues: McKain	200.00	
97401	2/21/2023	013358		VISA - 5739,			\$351.25
001.0000.11.571.20.44.001			1/27/2023	5739/Graham 01/27/23	PKRC New Yr, New You & MBSR Cl	56.33	
001.0000.03.557.20.49.004			1/27/2023	5739/Graham 01/27/23	CM Seattle Times	15.96	
001.0000.03.513.10.43.005			1/27/2023	5739/Graham 01/27/23	CM PC Court House: Graham	9.00	
001.0000.03.557.20.49.004			1/27/2023	5739/Graham 01/27/23	CM Seattle Times	15.96	
001.0000.11.571.20.44.001			1/27/2023	5739/Graham 01/27/23	PKRC Event Promos, MLK Video B	175.00	
001.0000.03.557.20.49.001			1/27/2023	5739/Graham 01/27/23	CM GSM Dues: Gibson	79.00	
97402	2/21/2023	013363		VISA - 6075,			\$297.69
503.0000.04.518.80.49.004			1/27/2023	6075/White 01/27/23	IT Int'l Trx Fee On Fix & Prot	0.30	
503.0000.04.518.80.49.004			1/27/2023	6075/White 01/27/23	IT Thru 01/04/24 SSL Certs Cit	15.00	
503.0000.04.518.80.49.004			1/27/2023	6075/White 01/27/23	IT 01/11-02/11 Fix & Protect	29.99	
503.0000.04.518.80.31.005			1/27/2023	6075/White 01/27/23	IT Workthrough Lunch During Sy	62.41	
503.0000.04.518.80.49.004			1/27/2023	6075/White 01/27/23	IT Monthly Mail Chimp	126.50	
503.0000.04.518.80.49.004			1/27/2023	6075/White 01/27/23	IT Thru 02/13 DreamShield For	3.00	
503.0000.04.518.80.49.004			1/27/2023	6075/White 01/27/23	IT 02/06-03/05 Creative Cloud	60.49	
97403	2/21/2023	013367		VISA - 6364,			\$369.65
001.0000.02.523.30.49.001			1/27/2023	6364/Wright 01/27/23	MC MPA Dues: Lomeli	40.00	
001.0000.02.523.30.49.003			1/27/2023	6364/Wright 01/27/23	MC MPA Conference: Lomeli	175.00	
001.0000.02.512.50.49.001			1/27/2023	6364/Wright 01/27/23	MC DMCMA Dues: Wright	154.65	
97404	2/21/2023	013394		VISA - 6687,			\$1,189.47
001.0000.99.518.40.42.002			1/27/2023	6687/Fin 1 01/27/23	ND Postage Stamps	120.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.02.512.50.41.001			1/27/2023	6687/Fin 1 01/27/23	MC 02/01/23-01/31/24 Cabinet X	142.48	
503.0000.04.518.80.31.001			1/27/2023	6687/Fin 1 01/27/23	IT Hard Drives	536.70	
302.0083.21.595.12.42.002			1/27/2023	6687/Fin 1 01/27/23	PWCP Mail Construction Notice	390.29	
97405	2/21/2023	011659		VISA - 7212,			\$265.00
001.0000.11.576.81.41.001			1/27/2023	7212/PWOM 01/27/23	PKFC '23 Fee: Gasoline Facilit	140.00	
101.0000.11.542.70.49.003			1/27/2023	7212/PWOM 01/27/23	PKST Pesticide Courses: Higgin	125.00	
97406	2/21/2023	012291		VISA - 7970,			\$1,777.15
001.0000.03.513.10.49.001			1/27/2023	7970/Caulfi 01/27/23	CM WCMA Dues: Caulfield	315.00	
001.0000.03.513.10.49.001			1/27/2023	7970/Caulfi 01/27/23	CM ICMA Dues: Vargas	200.00	
001.0000.03.513.10.49.001			1/27/2023	7970/Caulfi 01/27/23	CM WCMA Dues: Vargas	50.00	
001.0000.03.513.10.43.005			1/27/2023	7970/Caulfi 01/27/23	CM ED Board Mtg: Caulfield	12.15	
001.0000.03.513.10.49.001			1/27/2023	7970/Caulfi 01/27/23	CM ICMA Dues: Caulfield	1,200.00	
97407	2/21/2023	011167		VISA - 8055,			\$277.20
301.0018.11.576.80.63.001			1/27/2023	8055/Fin 3 01/27/23	PK 01/11/23-01/10/24 Smartshee	277.20	
97408	2/21/2023	012925		VISA - 9311,			\$399.00
401.0000.41.531.10.49.003			1/27/2023	9311/Fin 4 01/27/23	PWSW CESCL Training: Toy	399.00	
97409	2/22/2023	001531		DEPT OF ECOLOGY,			\$780.00
301.0003.11.594.76.63.001			12/31/2022	22-WAR309353-1	PK 07/01/22-06/30/22 Stormwate	780.00	
97410	2/22/2023	000577		WABO,			\$1,955.39
001.0000.07.558.50.31.001			12/19/2022	43742	CD Code Books	1,955.39	
# of Checks Issued		359					
Total		\$6,318,227.85					



To: Mayor and City Councilmembers

From: Tho Kraus, Deputy City Manager

Through: John J. Caulfield, City Manager

Date: March 6, 2023

Subject: Payroll Check Approval

Payroll Period(s): January 16-31, 2023 and February 1-15, 2023

Total Amount: \$2,844,931.26

Checks Issued:

Check Numbers: 114468-114475

Total Amount of Checks Issued: \$105,516.00

Electronic Funds Transfer:

Total Amount of EFT Payments: \$689,460.95

Direct Deposit:

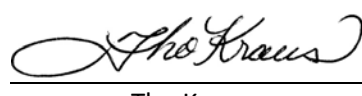
Total Amount of Direct Deposit Payments: \$1,806,292.87


Federal Tax Deposit:

Total Amount of Deposit: \$243,661.44

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


Dana Kapla
Assistant Finance Director


Tho Kraus
Deputy City Manager


John J. Caulfield
City Manager

Payroll Distribution**City of Lakewood****Pay Period ending 01-16-2023 thru 02-15-2023**

Direct Deposit and ACH in the amount of : \$2,739,415.26
Payroll Ck#'s 114468 - 114475 in the amount of : \$105,516.00
Total Payroll Distribution: \$2,844,931.26

Employee Pay Total by Fund:

<u>Fund 001 - General</u>	Amount
City Council	\$ 8,700.00
Municipal Court	\$ 62,228.68
City Manager	\$ 40,725.34
Administrative Services	\$ 69,490.57
Legal and Human Resources	\$ 108,186.19
Community and Economic Development	\$ 135,232.29
Parks, Recreation and Community Services	\$ 90,300.13
Police	\$ 1,256,056.09
Non-Departmental	\$ -
General Fund Total	\$ 1,770,919.29

Fund 101 - Street	\$ 44,453.14
Fund 105 - Property Abatement/Rental Housing Safety Program	\$ 12,293.39
Fund 180 - Narcotics Seizure	\$ 3,479.20
Fund 190 - CDBG Grants	\$ 16,673.10
Fund 192 - SSMCP	\$ 16,418.00
Fund 195 - Public Safety Grants	\$ 20,514.81
Fund 196 - ARPA Grant	\$ 18,589.60
Fund 301 - Parks CIP	\$ 7,090.00
Fund 302 - Transportation CIP	\$ 72,784.01
Fund 311 - Sewer Capital Project	\$ 711.58
Fund 401 - Surface Water Management	\$ 45,137.70
Fund 502 - Property Management	\$ 9,910.02
Fund 503 - Information Technology	\$ 51,705.77
Fund 504 - Risk Management	\$ -
Other Funds Total	\$ 319,760.32

Employee Gross Pay Total	\$ 2,090,679.61
Benefits and Deductions:	\$ 754,251.65
Grand Total	\$ 2,844,931.26

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: March 6, 2023	TITLE: Park Sign Design Expansion Project	TYPE OF ACTION: — ORDINANCE NO.
REVIEW: February 13, 2023	ATTACHMENTS: Contract Addendum with Exhibits and Original Tangram Contract	— RESOLUTION NO. <u>X</u> MOTION NO. 2023-21 — OTHER

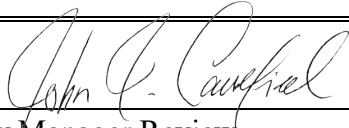
SUBMITTED BY: Mary Dodsworth, Parks, Recreation and Community Services Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute a contract amendment with Tangram in the amount of \$42,930 for the park and readerboard sign project expansion.

DISCUSSION: Council authorized funds to design new signs for City Parks. The original signs, installed in 2002, were outdated and weren't consistent with other City signs, specifically the Gateway signs located near the various City entrances. Tangram, LLC was selected to support the project. A stakeholders group representing economic development, tourism, communications, public works engineering, PRAB, park maintenance, capital projects and City Council was created to support the project. During design development several concurrent projects and community needs were shared that could be coordinated to make best use of the stakeholder team and the hired consultants. The expanded scope focused on four different programs: a citywide wayfinding sign master plan, park wayfinding to include the new Ft. Steilacoom park main entry, a downtown corridor wayfinding sign program and supporting the communications branding and electronic reader board needs. Three of the four programs have implementation funds already appropriated or funding for implementation could be incorporated in current transportation grant applications or future approved transportation capital projects so there would be minimal delays between design and implementation. (CONTINUED)

ALTERNATIVE(S): Council could not approve the additional work and delay or change the implementation of park wayfinding and readerboard sign programs. Council could reconsider the additional work presented at the study session and increase the work program to include citywide wayfinding signage program and/or downtown corridor/Town Center wayfinding signage and programming.

FISCAL IMPACT: Fiscal Impact of the amendment is \$42,930. \$25,000 in ARPA funds (budgeted for the readerboard project) and general funds will be used to support the amendment.

Mary Dodsworth Prepared by	 City Manager Review
Department Director	

DISCUSSION (continued): A scope of work, defining the four project areas was presented to City Council at the February 13, 2023 study session. It was noted that the proposed project was not to just add signs in and around Lakewood. The City already has over 8,000 signs out in the community which have been installed over the past 25 years as needed and without a consistent design style or layout methodology. The current sign program does not distinguish between vehicle or pedestrian needs or define neighborhood areas or business/historical or international districts. The proposed projects would create a family of signs that would be identified as Lakewood signage and a strategic program of wayfinding and sign placement throughout the community would be created. There were efficiencies built in and economy of scale created in doing the four projects concurrently. Council shared concerns regarding the expanded scope, project need, cost to complete various project elements, future costs or expectations to implement the various projects and the ability to complete the tasks in a timely manner. Following discussion Council provided direction to move forward with project areas 2 (park wayfinding) and 3 (Readerboards).

Citywide Wayfinding and Sign Contract Amendment	
Park Wayfinding & Ft. Steilacoom Main Entry	\$12,760
Communications (Readerboards)	\$22,240
Reimbursable Expenses	\$ 7,930
Total Cost of Project Amendment	\$42,930

**FIRST ADDENDUM TO THE CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT**

THIS ADDENDUM is made and entered into this ____ day of March, 2023 and between the City of Lakewood (City) and Tangram Design LLC (Contractor). The parties do hereby agree to the following amendment to the original agreement 2022-223 executed October 12, 2022.

ITEM ONE: The Contractor will be paid by the City for additional services associated with Park Identity and Wayfinding Signs, and Community EMC signs provided in Exhibit A, which includes updated scope of work and compensation, attached hereto.

ITEM TWO: Revision to term: The term of this agreement shall be upon execution through December 31, 2024.

ITEM THREE: All other terms of the professional services agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year written above.

CITY OF LAKEWOOD

Tangram Design, LLC

John Caulfield, City Manager
Date: _____

George Lim, Owner
Date _____

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Tangram Design Contract Amendment

This AGREEMENT is made as of the ____ day of _____ in the year of 2023, by and between the following parties, for services in connection with the Project identified herein.

DESIGNER

Tangram Design, LLC
878 Santa Fe Drive, Unit 1
Denver, CO 80204
(303) 777-8878

CLIENT

City of Lakewood, WA
6000 Main Street SW
Lakewood, WA 98499
253 983 7852

Tangram Design, LLC (“Designer”), and the City of Lakewood, WA (Client) Agree to Ammend the original contract of **\$25,000** by **\$42,930** to a new not to exceed amount of **\$67,930**. The increased amount is for the requested design services for the additional work identified below. The additional requested work is identified as **Project 1: City of Lakewood Park Identity Signs Redesign and Park Wayfinding Signage Program, Project 2: Communications / Electronic Message Center Signs (EMC)**. Please see attached fee Proposal for break down. By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party.

PROJECT 1**City of Lakewood Park Identity Signs Redesign and Park Wayfinding Signage Program**

Project Objective / Scope (Per Lakewood's Summary):

Park Identity Signs:

Develop a new Park Entrance Identity Signage Program.

Parks Vehicular and Pedestrian Wayfinding Signage:

Develop vehicular and pedestrian wayfinding signs, graphic standard for safety & use signs and park maps. Park uses include: trails, restrooms, pump tracks, beaches/ waterfront, boat launch, park hours, dog park etc)

Ft. Steilacoom Park Programming:

Consider the **New Entrance Roundabout Design**. New entrance identification sign can be different from Park(s) New identification Signage project. Vehicular and Pedestrian wayfinding signs to support current and proposed future park amenities, entry change and events. Amenities include: parking, athletic fields, playground, dog park, barns, Pavilion, RC fly area and trails. Consider pedestrian experience and vehicular wayfinding throughout the park. Reccomend landscape and plantings.

Tangram will provide the following:

- Current Condition Assessment
- Concept Design / Schematic Design (Minimal 3 Concepts)
- Design Development (After a concept has been chosen)
- Nomenclature / Identify Destinations and Historic Landmark Recognition
- Programming:
 - Message Schedule and Location Plan
- Design Intent Package (Biddable Document)
- Cost Estimating
- Bid Assist and Construction Administration (CA)

PROJECT 2

Communications: Electronic Message Center Signs (EMC)

Project Objective / Scope (Per Lakewood's Summary):

Communications: Design a City Branded Electronic Message Center Sign. Confirm a specification for an LED readerboard with capacity for color, high- resolution graphics. Potential for 3 total signs within the community include replacement of existing Lakewood Police Department readerboard to update graphic capacity, and 2 additional signs to support community events and emergency notifications. Assessment and proposal for locations for 2 community readerboards. Review of current zoning and codes affecting preferred locations required.

Tangram will provide the following:

- Current Condition Assessment
- Concept Design / Schematic Design (Minimal 3 Concepts)
- Design Development (After a concept has been chosen)
- Nomenclature / Identify Destinations and Historic Landmark Recognition
- Programming:
 - Message Schedule and Location Plan
- Design Intent Package (Biddable Document)
- Cost Estimating
- Bid Assist and Construction Administration (CA)

All work above will be completed in a twelve month schedule after receiving a **Notice To Proceed (NTP)** from the client.

Fee Proposal: City of Lakewood Park Identity Sign(s) Redesign and Park Wayfinding Signage Program



The below chart provides work hours, hourly rates, and total cost per each task. Hourly rates are based on an average sum of the principal and staff hourly rates combined. The budget below is based on the scope of work outlined in the Lakewood Summary. If additional project details or information is supplied after the award of the contract, this may alter the project scope and prices may be subject to change.

TASK	WORK HOURS	HOURLY RATE	TOTAL COST
1. Project & Site Assessment			
Project Kick-off Meeting (Prep / Presentation 2 people)	8	\$80	\$640
Stakeholder / Community Engagement (2 people)	8	\$80	\$640
Existing Conditions - Site Survey (2 people / 3 days on site)	24	\$80	\$1,920
Research (Gathering and reviewing all documents)	20	\$80	\$1,920
Assessment Report	20	\$80	\$1,600
Total Cost for Task 1			\$6,720
2. Concept Design and Design Development			
Wayfinding Signage Conceptual Design (Minimal 3 concepts)	100	\$80	\$8,000
Concept Presentation & Stakeholder / Community Engagement	8	\$80	\$640
Design Development (Develop on final concept selection)	50	\$80	\$4,000
Cost Estimating	10	\$80	\$800
Total Cost for Task 2			\$13,440
3. Wayfinding Programming			
Nomenclature List / Circulation Plans	40	\$80	\$3,200
Preliminary Sign Location Plan / Message Schedule	40	\$80	\$3,200
Draft Sign Location Plan / Message Schedule	40	\$80	\$3,200
Final Sign Location Plan / Message Schedule	20	\$80	\$1,600
Total Cost for Task 3			\$11,200
4. Final Design Intent Drawings			
Design Intent Drawings	40	\$80	\$3,200
Bid Preparation	10	\$80	\$800
Cost Estimating	10	\$80	\$800
Total Cost for Task 4			\$4,800
5. Bid Assist and Construction Administration			
Pre-Bid Pres., Answer RFIs, Review Shop Drawings, Shop Visit	20	\$80	\$1,600
Total Cost for Task 5			\$1,600
SUB TOTAL COST			\$37,760
ORIGINAL CONTRACT			-\$25,000
TOTAL AMMENDED COST			\$12,760

Fee Proposal: Communications: Electronic Message Center Signs (EMC)



The below chart provides work hours, hourly rates, and total cost per each task. Hourly rates are based on an average sum of the principal and staff hourly rates combined. The budget below is based on the scope of work outlined in the Lakewood Summary. If additional project details or information is supplied after the award of the contract, this may alter the project scope and prices may be subject to change.

TASK	WORK HOURS	HOURLY RATE	TOTAL COST
1. Project & Site Assessment			
Research (Gathering and reviewing all documents)	20	\$80	\$1,6000
Total Cost for Task 1			\$1,600
2. Concept Design and Design Development			
Wayfinding Signage Conceptual Design (Minimal 3 concepts)	80	\$80	\$6,400
Concept Presentation & Stakeholder / Community Engagement	8	\$80	\$640
Design Development (Develop on final concept selection)	40	\$80	\$3,200
Cost Estimating	10	\$80	\$800
Total Cost for Task 2			\$11,040
3. Wayfinding Programming			
Preliminary Sign Location Plan / Message Schedule	40	\$80	\$3,200
Final Sign Location Plan / Message Schedule	20	\$80	\$1,600
Total Cost for Task 3			\$4,800
4. Final Design Intent Drawings			
Design Intent Drawings	40	\$80	\$3,200
Bid Preparation	10	\$80	\$800
Cost Estimating	10	\$80	\$800
Total Cost for Task 4			\$4,800
5. Bid Assist and Construction Administration			
Pre-Bid Pres., Answer RFIs, Review Shop Drawings, Shop Visit	20	\$80	\$1,600
Total Cost for Task 5			\$1,600
TOTAL COST			\$22,240

Fee Proposal: Reimbursable Expenses



We budgeted for 8 trips out to the City of Lakewood (2 in person meetings with City Staff and 2 Public meetings). All food and lodging is based on current GSA rates for the area. All travel rates are based on current real time information as of the date of this proposal. The fees are subject to change if travel fees increase out of our control i.e. Plane Tickets and Rental Car daily rental fee increases.

REIMBURSABLE EXPENSES	RATE	TOTAL COST
Flight (4 Round trip flights)	\$350 / trip / person	\$1,400
Rental Car (10 Days)	\$60 / day	\$600
Lodging (12 night GSA Rate)	\$125 / day	\$1,500
Meals and Incidentals (12 days GSA Rate)	\$65 / day	\$780
Parking (Public Parking Garages and Lots) (10 Days)	\$15 / day	\$150
Miscellaneous Project Expenses	N/A	\$3,500

TOTAL COST \$7,930

Project2: City of Lakewood Park Identity Sign(s) Redesign **\$12,760**
and Park Wayfinding Signage Program

Communications: Electronic Message Center Signs (EMC) **\$22,240**

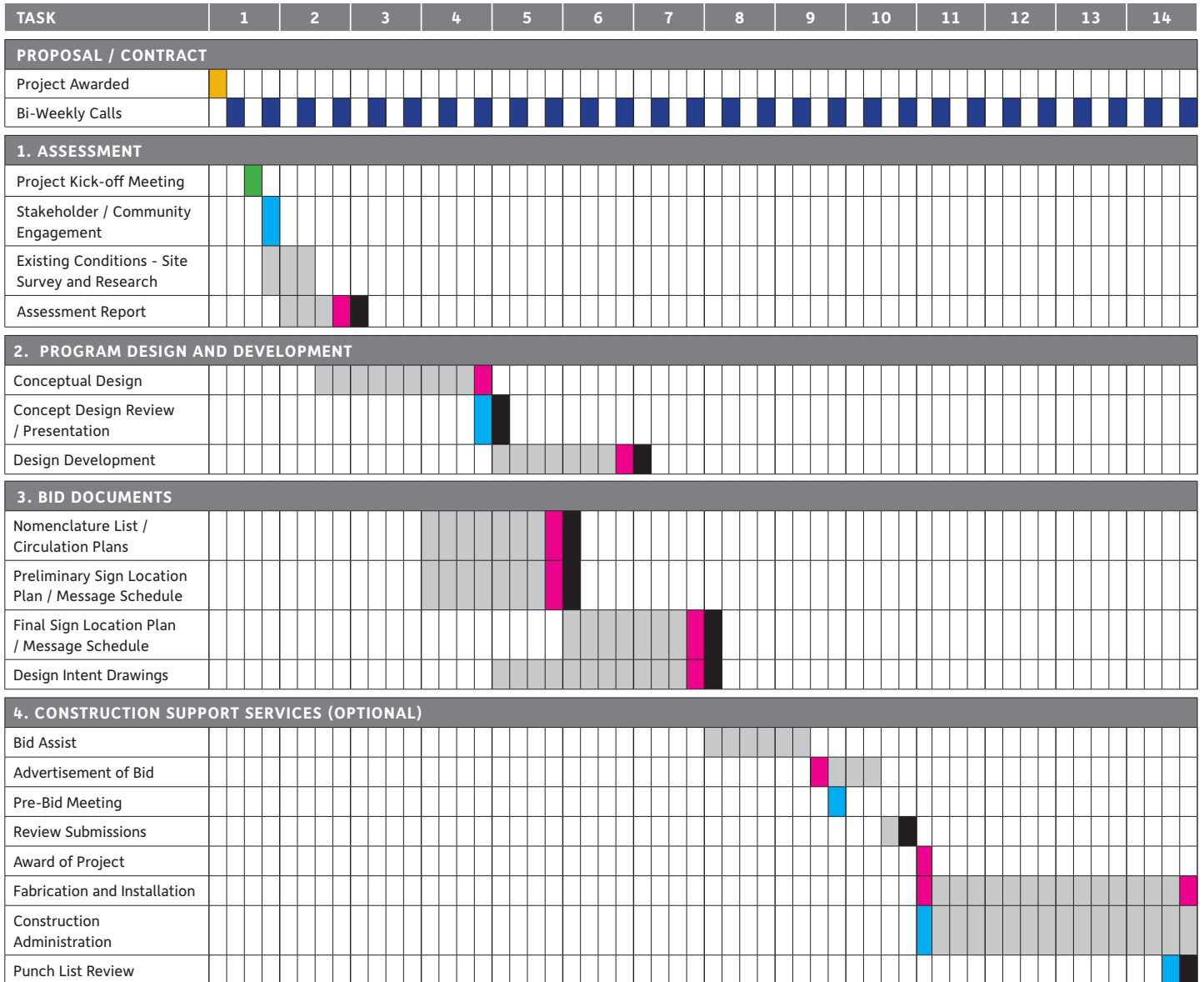
Reimbursable Expenses **\$7,930**

Total Amendment Cost \$42,930

Proposed Project Timeline for the Citywide Wayfinding Program



A typical timeline for similar projects are usually a one year schedule from Design to Implementation. We understand that this RFP is for the Wayfinding Signage Design and Programming only. The Proposed Timeline can be adjusted to the client's needs and purposes after the award of the contract during the contract negotiation period.



- Project Awarded
 ■ Bi-Weekly Calls (or as needed)
 ■ Client Review / Approval
- Project Kick-off Meeting
 ■ Meetings / Presentations
 ■ Holidays
- Work in Progress
 ■ Milestones / Deliverables



Tangram Design's proposal for the **Branded Park Identification Sign Design and Wayfinding Signage Program** for the City of Lakewood, WA Park System, is based on the following process:

The proposed design fee is based on an **average sum** of the principal and staff's **unloaded hourly rates** combined, which is \$80.00 an hour. We take the average sum and multiply it to the estimated hours it would take to complete this project successfully.

Tangram Design Billing Rate Scale:

Principals	\$150.00
Senior Designer	\$100.00
Project Manager	\$80.00
Junior Designer	\$75.00
Technical Designer	\$50.00
Administration	\$25.00



CONTRACT ROUTING FORM

1. ORIGINATING DEPT./DIV: PRCS DATE: 10-7-22

2. ORIGINATING STAFF PERSON: Stacey Reding EXT: 7852 3. DATE REQUESTED BY: asap

4. TYPE OF DOCUMENT (CHECK ONE):

- | | | |
|--|---|---|
| <input type="checkbox"/> PUBLIC WORKS CONSTRUCTION CONTRACT | <input type="checkbox"/> CDBG/HOME | <input type="checkbox"/> GRANT AGREEMENT |
| <input type="checkbox"/> SMALL OR LIMITED PUBLIC WORKS CONTRACT | <input type="checkbox"/> HUMAN SERVICES | <input type="checkbox"/> INTERLOCAL |
| <input type="checkbox"/> GOODS AND SERVICE AGREEMENT | <input type="checkbox"/> LEASE | <input type="checkbox"/> MAINTENANCE AGREEMENT |
| <input checked="" type="checkbox"/> PROFESSIONAL SERVICES AGREEMENT | <input type="checkbox"/> REAL ESTATE DOCUMENT | <input type="checkbox"/> OFF DUTY POLICE SERVICES |
| <input type="checkbox"/> CONTRACT AMENDMENT No. ____ (ORIGINAL CONTRACT#): _____ | | |
| <input type="checkbox"/> OTHER _____ | | |

5. PROJECT NAME: Park Sign Design

6. NAME OF CONTRACTOR: Tangram, LLC
ADDRESS: 878 Santa Fe Drive Unit 1 Denver, CO 80204 TELEPHONE 303-777-8878
E-MAIL: georgelim@tangramdesignsllc.com FAX: _____
AUTHORIZED SIGNATURE NAME: George Lim TITLE owner

7. EXHIBITS AND ATTACHMENTS: ☒ SCOPE, WORK OR SERVICES ☒ COMPENSATION ☐ INSURANCE REQUIREMENTS/CERTIFICATE
☐ ALL OTHER REFERENCED EXHIBITS ☐ PRIOR CONTRACT/AMENDMENTS ☐ PROOF OF AUTHORITY ☐ E-VERIFY ☐ W-9

8. TERM: COMMENCEMENT DATE: upon execution COMPLETION DATE: March 31, 2023

9. TOTAL COMPENSATION \$ 20,000 \$25,000

☒ CHARGE TO EDEN BARS EXPENDITURE ACCOUNT : 301.0041.11.41.001

10. DOCUMENT/CONTRACT REVIEW	INITIAL / DATE REVIEWED	INITIAL / DATE APPROVED
<input checked="" type="checkbox"/> PROJECT MANAGER	<u>SR/ 10-7-22</u>	<u>SR / 10-7-22</u>
<input type="checkbox"/> DIRECTOR	<u>MD 10-7-22</u>	<u>MD / 10-7-22</u>
<input type="checkbox"/> LEGAL	_____	_____

11. COUNCIL APPROVAL DATE (IF APPLICABLE) _____

12. CONTRACT SIGNATURE ROUTING

☒ SENT TO VENDOR/CONTRACTOR DATE SENT: 10-3-22 DATE REC'D SIGNED BY CONTRACTOR: 10-7-22

☐ ATTACH: INSURANCE CERTIFICATE, LICENSES, EXHIBITS

	INITIAL / DATE SIGNED
<input type="checkbox"/> CITY CLERK (ROUTE)	<u>10/10/2022</u>
<input type="checkbox"/> CITY ATTORNEY	_____
<input type="checkbox"/> CITY MANAGER	_____
<input type="checkbox"/> CITY CLERK/ CONTRACT# <u>2022-223</u>	_____
<input type="checkbox"/> SIGNED COPY TO ORIGINATING DEPT & A/P	_____

COMMENTS:

\$5000 engineering services noted on scope will be allocated from separate BARS account: 301.0034.11.594.76.63.001

	:	CITY OF LAKEWOOD:
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1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than _____ (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party _____ days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

8. **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

10. CONFLICT OF INTEREST. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

11. EQUAL OPPORTUNITY EMPLOYER. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. GENERAL PROVISIONS.

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and

benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

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

12.5 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information as requested by the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for same.

12.6 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such as suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.7 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

Date: October 12, 2022

CITY OF LAKEWOOD

John J. Caulfield

John J. Caulfield, City Manager

George Lim

ATTEST: B. Schumacher

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter

Heidi Ann Wachter, City Attorney



Tangram Design's proposal for the **Park Sign Design Development** for the **City of Lakewood WA**, is based on the following scope of work identified in the RFP:

SCOPE:

Professional Design and Engineering Services to assist the City in the development of **11 New Park Monument Signs** located throughout the City of Lakewood.

11 Park Sites Include:

Wards Lake Park

Active Park

Washington Park

Springbrook Park

Fort Steilacoom Park (Elwood Dr. Entrance)

Harry Todd Park

American Lake Park

Oakbrook Park

Kiwanis Park and First Lions Skate Park

Primely Park

Edgewater Park

Design Intent drawings will include stamped, engineered footing calculations in accordance with Lakewood permit requirements. Engineering Services will be provided by Beyler Consulting, LLC. of Lakewood, WA.

Conceptual landscape schematic layout will also be provided to accompany final schematic sign design.

DESIGN FEE:

\$20,000 - Is a **Lump Sum Fee set by the City of Lakewood** that includes the following deliverables:

Schematic Development (Minimal three (3) options)

Construction Documents (Design Intent Pack)

Bid Packet Preparation

ENGINEERING FEE:

\$5000.00 - Not to exceed.

We budgeted for 3 trips out to the **City of Lakewood, WA** (1 in person meeting with City Staff and 2 Public meetings). All food and lodging is based on current GSA rates for the area.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: March 6, 2023	TITLE: Wards Lake Park property acquisition purchase and sale amendment	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO.
REVIEW: February 27, 2023	ATTACHMENTS: - P&S Agreement - Amendment to P&S Agreement - BSP Amendment - Amendment to CC&R's	<input checked="" type="checkbox"/> MOTION NO. 2023-22 — OTHER


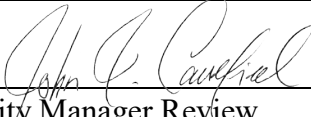
SUBMITTED BY: Mary Dodsworth, Park, Recreation and Community Services Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute an amendment to the Purchase and Sale agreement and to acquire 10.47 acres of land near Wards Lake Park.

DISCUSSION: Wards Lake Park is located in the Northeast neighborhood area of Lakewood. Since incorporation, the City has utilized a variety of funding sources to purchase parcels of contiguous land, remove structures, clean up the site and develop portions of the area now known as Wards Lake Park. A successful 2019 Pierce County Conservation Futures grant application (Resolution F2019-123) set in motion the purchase of multiple parcels (and portions of parcels) equaling 10.75 acres to expand park use and improve visitor safety and accessibility. The purchase of a single residential parcel (.24 acres) successfully closed in November 2020 (during the height of the pandemic). (CONTINUED Page 2)

ALTERNATIVE(S): Not approve the updated purchase and sales agreement which would cancel the property purchase.

FISCAL IMPACT: The project is currently funded in the 2023-24 Parks CIP budget. Purchase price is \$55,000 plus closing costs (anticipated at 3% of total purchase price).

Prepared by  Department Director	 City Manager Review
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DISCUSSION continued:

The purchase of the additional 10.47 acres has been extremely challenging due to a variety of issues including amending a binding site plan (BSP) that is associated with the remaining parcels. Ongoing delays prolonged the project beyond the December 2022 deadline for the Pierce County Conservations Futures grant. The City initially anticipated reimbursement of up to half of the purchase price as well as additional eligible expenses supporting the acquisition. Reimbursement for the appraisal in the amount of \$7,315 offset a portion of the additional expenses in 2022. Remaining expenses including the full purchase price and closing costs will be the responsibility of the City and not be eligible for reimbursement by the County.

The seller was able to procure all necessary signatures for the amendments to the BSP and covenants, conditions, and restrictions (CC&R). The project was successfully submitted for permits to the City and Pierce County in January of this year. During procurement of the signatures the seller and the City have drafted an amendment to the PSA including: removal of reference to Conservation Futures funds and/or the term 'protected property', waiver of the 90 day period to execute signatures related to a BSP amendment, approval of the Proforma Title associated with the property and agreement to concurrent recording of the Statutory Warranty Deed, amendment to the CC&R's and the Binding Site Plan amendment.

CITY OF LAKEWOOD PURCHASE AND SALE AGREEMENT

THIS CITY OF LAKEWOOD PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into as of the Effective Date (defined in Section 32 below) by and between Lakewood Cinema Plaza, LLC ("Seller") and CITY OF LAKEWOOD, a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter be collectively referred to as "Parties" or individually as a "Party."

RECITALS

WHEREAS Seller is sole owner in fee simple of that certain parcel of real property in the City of Lakewood, Pierce County, Washington, depicted as Tract 1 on **Exhibit A** hereto (hereinafter "Protected Property"); and

WHEREAS the Protected Property contains features consistent with the purposes and values described in chapter 84.34 of the Revised Code of Washington (hereinafter "RCW") and chapters 2.96 and 2.97 of the Pierce County Code (hereinafter "PCC") including, without limitation: (a) open spaces; (b) wildlife habitat areas; (c) streams; (d) wetlands; and (e) aquifer recharge and flood control areas ("Conservation Characteristics"); and

WHEREAS Seller desires to sell and convey the Protected Property to Purchaser and Purchaser desires to purchase and accept the same from Seller upon the terms, covenants and conditions set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

2. **Purchase and Sale**

2.1 **Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, all of Seller's right, title and interest in and to the Protected Property.

3. **Purchase Price and Payment.** The total purchase price for the Protected Property shall be \$55,000.00 and shall be paid by Purchaser to Seller through escrow at Closing (defined in Section 15 below) by cashier's check, certified check or wire transfer of immediately able funds to Closing Agent (defined in Section 6 below).

4. Due Diligence. Purchaser acknowledges that it has previously had ample opportunity to investigate the Protected Property and Purchaser hereby approves its purchase of the Protected Property and waives any right to additional due diligence investigations of the Protected Property beyond the due diligence investigations it completed prior to the Effective Date.

5. Seller's Disclosures. The Protected Property constitutes "improved commercial real property" within the meaning of RCW 64.06.005(1) and RCW 64.06.013. Accordingly, within TEN (10) business days from the Effective Date, Seller shall deliver to Purchaser the disclosure statement contained in RCW 64.06.020 and Purchaser shall acknowledge receipt thereof in writing within FIVE (5) business days thereafter.

6. Commitment for Title Insurance. The Parties acknowledge receipt from Puget Sound Title, 5350 Orchard St W., Ste 100 University Place, WA 98467 ("Closing Agent") a commitment for an ALTA standard owner's policy of title insurance covering the Protected Property and other property under Commitment No. 218854 dated January 20, 2022, as amended by that certain Date Down Endorsement dated April 14, 2022 (collectively the "Commitment").

7. Approval of Title. Seller agrees to take title to the Protected Property subject to the title exceptions listed in the Date Down Endorsement portion of the Commitment (the "Permitted Exceptions"). Seller acknowledges and agrees that an additional Permitted Exception will be added making reference to the drainage easement that will be created upon recordation of the Statutory Warranty Deed.

8. Conveyance of Title. Seller shall convey fee simple title to the Protected Property to Purchaser at Closing by statutory warranty deed ("Statutory Warranty Deed") substantially in the form set forth in attached **Exhibit B**, free and clear of all liens, encumbrances and defects except the Permitted Exceptions.

9. Title Insurance Policy. At Closing, or as soon thereafter as permitted by Closing Agent, Seller shall cause Closing Agent to issue to Purchaser an ALTA owner's standard coverage policy of title insurance covering the Protected Property ("Title Policy") in the full amount of the Purchase Price insuring, as of Closing, fee simple title to the Protected Property in Purchaser free and clear of all liens, encumbrances and defects except the Permitted Exceptions.

10. Contingencies. This Agreement is contingent upon the ability of the Parties to obtain the removal of certain CC&Rs now encumbering the Protected Property (title exception No. 3 in the Commitment), and the ability of the Parties to record an Amended Binding Site Plan which will include the Protected Property. The parties acknowledge that in order to remove the CC&Rs from the Protected Property, and in order to record an Amended Binding Site Plan, three companies, not controlled by Seller or Buyer, must sign an amendment to the CC&Rs and the Amended Binding Site Plan. Seller agrees to use its best efforts to obtain such signatures. If such signatures have not been obtained within 90 days of the Effective Date, then this Agreement and any related escrow shall terminate and the parties shall have no further rights or responsibilities under this Agreement. Buyer shall bear any and all expense as

to the creation and recordation of the Amended Binding Site Plan.

11. Conduct of Business. From the Effective Date until Closing or earlier termination of this Agreement, Seller shall: (a) keep and maintain the Protected Property in a neat, clean, safe and sanitary order, condition and repair; (b) not materially violate or breach any applicable current and future zoning or land use laws, ordinances, rules or regulations applicable to the Protected Property, nor commit any waste or nuisance thereupon; (c) not enter into any new leases, contracts or other agreements relating to the Protected Property that have terms extending beyond Closing without Purchaser's prior written consent, which consent may be granted, withheld, conditioned or delayed by Purchaser in its sole and absolute judgment and discretion.

12. Representations and Warranties.

12.1 By Seller. Seller represents and warrants to Purchaser as follows:

12.1.1 Authority. Seller has full right, title, authority and capacity to execute and perform this Agreement and to consummate the transaction contemplated hereby;

12.1.2 Litigation. There are no actions, suits or proceedings pending or threatened against Seller in any court or before any administrative agency that might result in Seller being unable to consummate the transaction contemplated by this Agreement;

12.1.3 Condemnation. This Agreement is not made or entered into under the threat of condemnation of the Protected Property;

12.1.4 Possessory Rights. Except as disclosed by the title commitment, to the best of Seller's knowledge, the Protected Property is not subject to any encroachments, leases, tenancies, or rights of persons in possession;

12.1.5 Personal Property. Seller shall remove, at Seller's sole cost and expense, prior to Closing, all personal property located in, on, under or about the Protected Property, any vehicles and/or other debris on the property.

12.1.6 Unrecorded Encumbrances. The Protected Property is not the subject of any unrecorded deeds of trust, real estate contracts or options, or any other encumbrances that are to remain unpaid after Closing;

12.1.7 Hazardous Materials. Seller has not received notification from any governmental agency that the Protected Property is, or may be, in violation of any environmental law or is, or may be, targeted for a Superfund cleanup site. To the best of Seller's knowledge, the Protected Property has not been used for dumping, as a landfill, waste storage, or disposal site, or for the storage or disposal of any chemicals, petroleum products, or hazardous or dangerous wastes or substances;

12.1.8 Underground Storage Tanks. Seller is unaware of any underground storage tanks; and

12.1.9 Real Estate Brokers. Seller has not had any contact or dealing regarding the Protected Property or the subject matter of this Agreement through any licensed

real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement. If Seller has had any dealings or communications with a broker or finder through which a claim for a commission or finder's fee is perfected, Seller shall be solely liable for payment of that commission or fee and shall indemnify, defend and hold Purchaser harmless from and against any liability, cost or damage (including costs and attorney fees), arising out of or in any way relating to that claim.

12.1.10 Change in Circumstances. If, prior to Closing, Seller becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement by Seller, then Seller shall promptly give written notice thereof to Purchaser. If Seller gives written notice of any such change, or if Purchaser otherwise has actual notice of any such change, Purchaser shall have the option to terminate this Agreement within TEN (10) business days from the date Purchaser receives written notice of the changed fact or circumstance and all of Seller's and Purchaser's obligations under Agreement shall terminate, except those that expressly survive a termination hereof.

12.2 By Purchaser. Purchaser represents and warrants to Seller as follows:

12.2.1 Authority. Purchaser has full right, title, authority and capacity to execute and perform this Agreement and to consummate the transaction contemplated hereby and the individual(s) who on Purchaser's behalf execute and deliver this Agreement and all documents to be delivered to Seller hereunder are and shall be authorized to do so;

12.2.2 Litigation. There is no litigation pending or, to Purchaser's knowledge, threatened, against Purchaser before any court or administrative agency which might result in Purchaser being unable to consummate the transactions contemplated by this Agreement;

12.2.3 Condemnation. This Agreement is not made or entered into under the threat of condemnation of the Protected Property;

12.2.4 Council Approval. Purchaser has received all necessary governmental approvals and funding authorizations to purchase the Protected Property. The foregoing notwithstanding, Seller acknowledges Purchaser may, in its sole and absolute judgment and discretion, terminate this Agreement if, prior to Closing, the Lakewood City Council withdraws its approval and/or funding authorization for the purchase of the Protected Property.

12.2.5 Conservation Purposes. Purchaser is acquiring the Protected Property solely for conservation and open space purposes consistent with chapter 84.34 of the Revised Code of Washington and chapters 2.96 and 2.97 of the Pierce County Code.

12.2.6 Receiving Agency Affidavit. Lakewood is a Public Receiving Agency as defined in Section 2.97.020 of the Pierce County Code and has executed and delivered to Purchaser a Receiving Agency Affidavit declaring its willingness to take and hold title to the Protected Property in perpetuity as open space land for and on behalf of the public.

12.2.7 Real Estate Brokers. Purchaser has not had any contact or dealing regarding the Protected Property or the subject matter of this Agreement through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement. If Purchaser has had any dealing or communication with a broker or finder through which a claim for a commission or finder's fee is perfected, Purchaser shall be solely liable for payment of that commission or fee and shall indemnify, defend and hold Seller harmless from and against any liability, cost or damage (including costs and attorney fees), arising out of or in any way relating to that claim.

12.2.8 Change in Circumstances. If, prior to Closing, Purchaser becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement by Purchaser, then Purchaser shall promptly give written notice thereof to Seller. If Purchaser gives written notice of any such change, or if Seller otherwise has actual notice of any such change, Seller shall have the option to terminate this Agreement within TEN (10) business days from the date Seller receives written notice of the changed fact or circumstance and all of Seller's and Purchaser's obligations under this Agreement shall terminate, except those that expressly survive a termination hereof.

12.3 Other Representations and Warranties. Seller and Purchaser acknowledge and agree, except as may be expressly provided to the contrary elsewhere in this Agreement or in the Disclosure Statement described in Section 5 above, neither Party has made any statement, representation, warranty or agreement as to any matter concerning the Protected Property or the suitability thereof for Purchaser's intended uses and that Purchaser has made or will make its own independent inspection and investigation of the Protected Property and is acquiring the same in their present, "AS-IS" condition.

13. Foreign Investment in Real Property Tax Act. If requested by Closing Agent, the Parties agree to comply in all respects with the Foreign Investment in Real Property Tax Act (hereinafter "FIRPTA"), as set forth in Section 1445 of the Internal Revenue Code and the regulations issued thereunder.

14. Conditions Precedent to Closing.

14.1 Purchaser's Conditions. Purchaser's obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon satisfaction or waiver of each of the following conditions precedent:

14.1.1 Title Policy. Closing Agent's commitment to issue the Title Policy described in Section 9 above;

14.1.2. Closing Deliveries. Seller delivery to Closing Agent, on or before Closing, of the instruments, documents and monies described in Sections 16.1 and 16.2 below; and

14.1.3. Other Conditions. Satisfaction or waiver, on or before Closing of all other conditions to Closing for the benefit of Purchaser as set forth in this Agreement.

14.2 Seller's Conditions. Seller's obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon satisfaction or waiver of each of the following conditions precedent:

14.2.1 Closing Deliveries. Purchaser's delivery to Closing Agent, on or before Closing, of the instruments, documents and monies described in Section 16.3 below;

14.2.2 Other Conditions. Satisfaction or waiver, on or before the Closing, of all other conditions to Closing for the benefit of Seller as set forth in this Agreement.

14.3 Failure or Waiver of Conditions Precedent. If any of the conditions precedent set forth in this Section 14 are not satisfied or waived by the Party intended to be benefited thereby, this Agreement shall automatically terminate and neither Party shall have any further rights or remedies against the other, except those that expressly survive termination hereof. The foregoing notwithstanding, either Party may, in its or his sole and absolute judgment and discretion, at any time or times on or before the date (and, if indicated, the time) specified for the satisfaction of the condition, waive in writing the benefit of any condition precedent.

15. Closing; Possession. "Closing" shall mean the date upon which the Statutory Warranty Deed is recorded by Closing Agent and the proceeds of sale are legally available for disbursement to Seller. Closing shall take place at the offices of Closing Agent, or at such other place as Seller and Purchaser may mutually agree in writing, within THIRTY (30) calendar days after the recordation of the Amendment to the CC&Rs and Amended Binding Site Plan referred to in Section 10. Seller and Purchaser agree to execute and deliver to Closing Agent such closing escrow instructions as may be necessary to implement and coordinate Closing. Purchaser shall be entitled to possession of the Protected Property at Closing.

16. Closing Deliveries. On or before closing the following shall be delivered to Closing Agent: Sara Graves

16.1 By Seller. (a) the Statutory Warranty Deed, duly executed and acknowledged; (b) a Real Estate Excise Tax Affidavit relating to the Statutory Warranty Deed, duly executed; (c) a FIRPTA no foreign affidavit (if required by Closing Agent), duly executed and acknowledged; and (d) all other instruments, documents and monies required by this Agreement and/or Closing Agent on or following Closing to consummate the transaction contemplated hereby.

16.2 By Purchaser. (a) a Real Estate Excise Tax Affidavit relating to the Statutory Warranty Deed, duly executed; (b) the Purchase Price; and (c) all other instruments, documents and monies required by this Agreement and/or Closing Agent on or following Closing to complete the transaction contemplated hereby.

17. Closing Costs; Prorations.

17.1 Seller's Closing Costs. Seller shall pay: (a) the Real Estate Excise Tax

due at Closing; (b) its own attorney fees; and (c) all other costs and expenses allocated to Seller under this Agreement.

17.2 Purchaser's Closing Costs. Purchaser shall pay: (a) the cost of recording the Statutory Warranty Deed; (b) escrow fees; (c) the premium for the Title Policy (d) its own attorney fees; and (e) all other costs and expenses allocated to Purchaser under this Agreement.

17.3 Prorations; Adjustments. Any liens, assessments or charges imposed by law upon the Protected Property shall be prorated as of Closing, with such prorations to be a final settlement between the Parties. Seller and Purchaser agree, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual receipt of funds or a compilation of information upon which such prorations or adjustments are to be based, each of them will, upon a proper accounting, pay to the other such amounts as may be necessary such that Seller shall receive the benefit of all income and shall pay all expenses of the Protected Property prior to Closing and Purchaser shall receive all income and shall pay all expenses of the Protected Property after Closing. If Purchaser receives any bill or invoice which relates to periods prior to Closing, Purchaser shall refer such bill to Seller and Seller shall pay, promptly upon receipt, such portion of the bill or invoice as relates to the period prior to Closing. If Seller does not pay such bill in a timely manner, Purchaser may, at its option, pay such bill or invoice and Seller shall become and remain liable to Purchaser for the full amount thereof until paid.

18. Risk of Loss; Change in Condition. Risk of loss of or damage to the Protected Property shall be borne by Seller until Closing and risk of loss of or damage to the Protected Property shall be borne by Purchaser thereafter. In the event of a material loss of or damage to the Protected Property prior to Closing, or in the event of a material adverse change in the condition thereof prior to Closing, Seller shall promptly notify Purchaser in writing. Purchaser may elect in its sole and absolute judgment and discretion, by notice in writing to Seller within TEN (10) calendar days after receipt of Seller's notice or, if Seller does not notify Purchaser, within TEN (10) calendar days after the time Purchaser otherwise has actual notice of the material loss or damage or material adverse change, either to terminate this Agreement or to purchase the Protected Property in the condition existing at Closing. If Purchaser does not give such notice, Purchaser shall be deemed to have elected to proceed with the purchase.

19. Condemnation. If, prior to Closing all, or any portion of, the Protected Property is taken by, or made subject to, condemnation, eminent domain or other governmental acquisition proceedings, then Purchaser, in its sole and absolute judgment and discretion, may elect either: (a) to terminate this Agreement by written notice to Seller given within FIVE (5) calendar days after Seller's receipt of written notice of such action, whereupon neither Party shall have any further rights or duties under this Agreement except those which expressly survive termination hereof; or (b) to agree to close and deduct from the Purchase Price an amount equal to any sum paid to Seller for such governmental acquisition.

20. Notices. Notices shall be in writing and sent by either: (a) United States mail, return receipt requested; (b) recognized overnight courier; or (c) facsimile. Notices shall

be deemed delivered on the earlier of: (a) three (3) business days after deposit in the United States mail; (b) the delivery date as shown in the delivery records of the overnight courier; or (c) the date of confirmed receipt by the recipient's fax:

To Seller: Lakewood Cinema Plaza, LLC
c/o Dennis P. Zentil, Delegated Manager
2219 Mapleleaf Ave.
Newbury Park, CA 91320
805/796-0126
dzentil@aol.com

To Lakewood: City of Lakewood
ATTN: Mary Dodsworth, Parks & Recreation
6000 Main Street SW
Lakewood, WA 98499
Telephone: 253-983-7741
Facsimile: 253-589-3774
Email: mdodsworth@cityoflakewood.us

Copy to: Lakewood City Attorney
ATTN: Heidi Ann Wachter
6000 Main Street SW
Lakewood, WA 98499
Telephone: 253-983-7704
Facsimile: 253-589-3774

To Closing Agent: Puget Sound Title Company
(Title) ATTN: Meagen Johnson
5350 Orchard Street W University
Place, WA 98467
Telephone: (253) 474-4747

To Closing Agent: Puget Sound Title Company
(Escrow) ATTN: Sara Graves
5350 Orchard Street W University
Place, WA 98467
Telephone: (253) 474-4747

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a party's attorney on behalf of such Party shall be deemed delivered by such Party. **NOTICE: Electronic mail addresses provided above are for convenience only and do not constitute a valid method for providing notice pursuant to this Agreement.**

21. Default; Remedies. If either Seller or Purchaser defaults in the performance of any material term, covenant and/or condition of this Agreement, the non-defaulting Party may seek: (a) specific performance of this Agreement and/or damages; or (b)

rescission of this Agreement; or (c) all other remedies available at law and equity.

22. Attorney Fees; Venue. The substantially prevailing Party in any action or proceeding between the Parties for the construction, interpretation or enforcement of this Agreement shall be entitled to recover reasonable costs and attorney fees (including, without limitation, reasonable costs and attorney fees incurred in appellate proceedings, or in any action or participation in, or in connection with, any case or proceeding under the Bankruptcy Code, and expenses for witnesses, including expert witnesses), in addition to all other relief to which the substantially prevailing Party may be entitled. The venue of any action arising out of or relating to this Agreement shall be in the Superior Court of Pierce County, Washington.

23. Negotiation and Construction. This Agreement was negotiated by the Parties with the assistance of their own legal counsel and shall be construed and interpreted according to its fair meaning and not strictly for or against either Party. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington.

24. Title/Escrow Cancellation. If this Agreement is terminated for any reason other than the default of Seller, Purchaser shall pay the cost (if any) charged by Closing Agent to cancel the Commitment and/or close the escrow.

25. Time. Time is of the essence of this Agreement and of every term and provision hereof.

26. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the Parties with respect to the Protected Property and supersedes all written or oral agreements or understandings, if any. This Agreement may be modified only in writing signed by all Parties.

27. Date of Performance. If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day.

28. Cost of Performance. Except as otherwise expressly provided in this Agreement, all covenants, agreements and undertakings of a Party shall be performed at the sole cost and expense of that Party without a right of reimbursement or contribution from the other Party.

29. Survival of Provisions; Binding Effect. The covenants, representations, agreements, terms and provisions contained in this Agreement shall survive Closing and shall not be deemed to have merged with or into the Statutory Warranty Deed. This Agreement shall be binding upon and shall inure to the benefit of the Parties and upon their heirs, successors and assigns.

30. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

31. Exhibits. The following exhibits are attached to this Agreement and by this reference incorporated herein as if fully set forth:

Exhibit A	--	Description of Protected Property
Exhibit B	--	Statutory Warranty Deed

32. Effective Date. The "Effective Date" of this Agreement shall be the date upon which Purchaser's County Executive (who shall be the last person to sign) shall have executed this Agreement as indicated opposite his name below.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SELLER'S SIGNATURE PAGE

LAKEWOOD CINEMA PLAZA, LLC
A Washington limited liability company

By: 

Dennis P. Zentil
Delegated Manager

7/21/22

PURCHASER'S SIGNATURE PAGE

CITY OF LAKEWOOD, a municipal corporation and political subdivision of the state of Washington:

Approved as to legal form only:

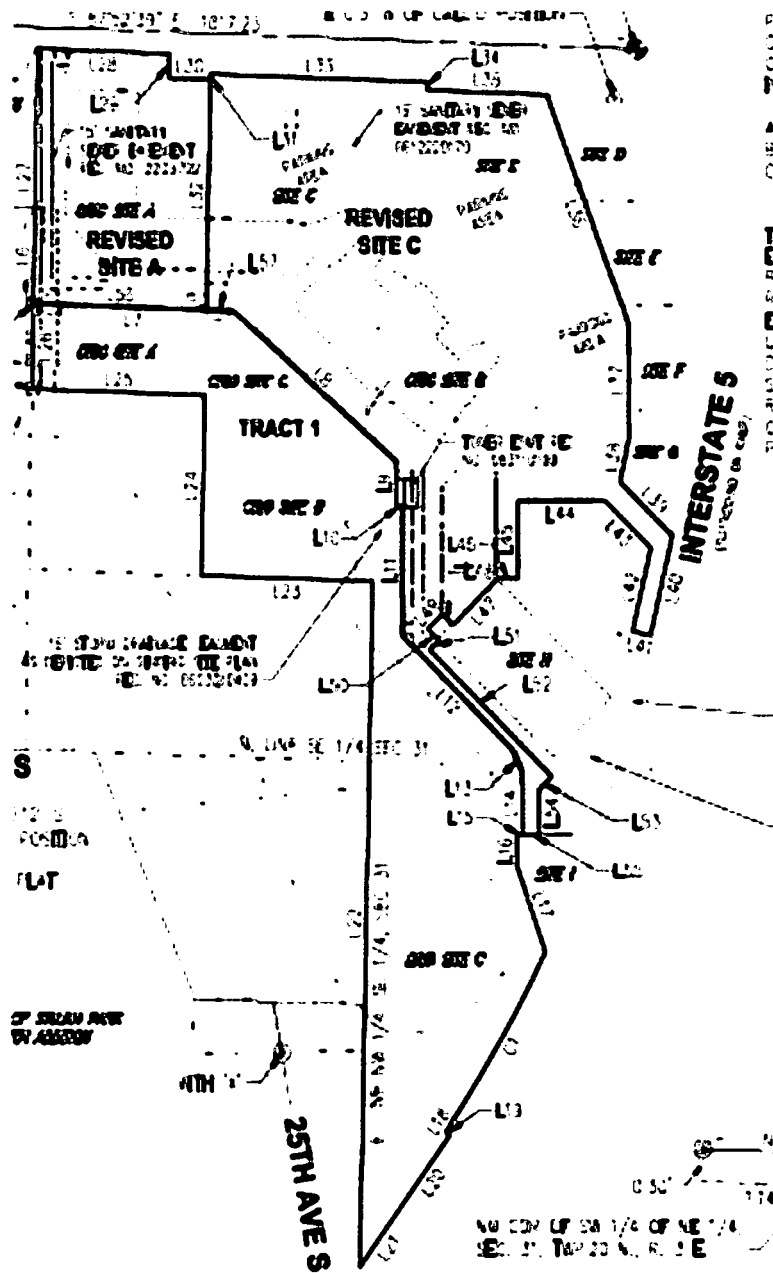
By: John J. Caulfield 8/18/2022
City Manager
John J. Caulfield Date

Approved for final action only:

By: Heidi Ann Wachter 8/18/22
City Attorney
Heidi Ann Wachter Date

By: B. Schumacher August 18, 2022
City Clerk
Briana Schumacher Date

EXHIBIT A



**EXHIBIT B Statutory
Warranty Deed
(FORM ONLY -- DO NOT SIGN)**

WHEN RECORDED RETURN TO:

City of Lakewood
Briana Schumacher, City Clerk
6000 Main Street SW
Lakewood, WA 98499

**WASHINGTON COUNTY AUDITOR/RECORDER
INDEXING FORM**

Document Title: STATUTORY WARRANTY DEED

Grantor: Lakewood Cinema Plaza, LLC, a Washington limited liability company

Grantee: CITY OF LAKEWOOD, a Washington municipal
corporation

Abbreviated Legal: Tract 1, Amended BSP Rec. _____

Portions of Parcel Number(s): 0320311051, 0320315018, 0320311060

STATUTORY WARRANTY DEED

GRANTOR, LAKEWOOD CINEMA PLAZA, LLC, a Washington limited liability company, for and inconsideration of \$10.00 in hand paid, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, conveys and warrants to GRANTEE, CITY OF LAKEWOOD, a Washington municipal corporation, in fee simple absolute, the real property in Pierce County, Washington, legally described as

**TRACT 1, WARD'S LAKE RETAIL CENTER, AMENDED
BINDING SITE PLAN, RECORDED _____, 2022,
UNDER RECORDING NO. _____, RECORDS
OF PIERCE COUNTY AUDITOR.**

subject only to the Permitted Exceptions set forth in **Exhibit A** attached hereto and by this reference incorporated herein,

RESERVING UNTO GRANTOR, for the benefit of the property to the north and east of said Tract 1, an easement for drainage over, under, and across the new property line between said Tract 1 and Revised Sites A and C as shown on the Amended Binding Site Plan containing said Tract 1.

LAKEWOOD CINEMA PLAZA, LLC, a Washington
limited liability company

By: _____
Dennis P. Zentil, Delegated Manager

State of California)

) ss

County of Ventura)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, 2022, before me, _____, a notary public, personally appeared **DENNIS P. ZENTIL**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature of Notary

Exhibit A

Permitted Exceptions

Cut & Paste from Proforma Title Insurance Policy

Lakewood Cinema Plaza, LLC
c/o Trinity Real Estate
3720 Carillon Point
Kirkland WA 98033

**FOURTH AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, AND RESTRICTIONS**

THIS FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS ("Amendment") is dated for identification purposes as of April 1, 2022, and is made by and between Lakewood Cinema Plaza, LLC, 1018 Properties Inc., Discount Tire Co Inc. and Gupta Lakewood LLC (collectively "Owners").

RECITALS

WHEREAS, this Amendment relates to that certain DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, as amended ("CC&Rs"), recorded on October 6, 1986, as document number 8610060276 in Volume 0363, Page 0616, in the Recorder's Office of Pierce County, State of Washington.

WHEREAS, the CC&Rs were amended by that First Amendment to Declaration of Easement, Covenants and Restrictions dated recorded on February 16, 1988, as document number 8802160213 in Volume 470, Page 1771, in the Recorder's Office of Pierce County, State of Washington.

WHEREAS, the CC&Rs were further amended by that Second Amendment to Declaration of Easement, Covenants and Restrictions recorded on January 11, 1990,

as document number 9001110173 in Volume 586, Page 3065, in the Recorder's Office of Pierce County, State of Washington.

WHEREAS, the CC&Rs were further amended by that Third Amendment to Declaration of Easement, Covenants and Restrictions recorded on May 11, 1999, as document number 9905110310 in Volume 586, Page 3065, in the Recorder's Office of Pierce County, State of Washington.

WHEREAS the CC&Rs, as amended, encumber that certain real property situated in the City of Lakewood, County of Pierce, State of Washington, more particularly described as

Sites A, B, C, D, E, F, G, H, AND I, WARD'S LAKE
RETAIL CENTER, BINDING SITE PLAN, according to
Survey recorded March 01, 1989, under Recording No.
8903010409, records of Pierce County Auditor.

WHEREAS the Owners, taken collectively, own fee title to all of the sites encumbered by the CC&Rs.

WHEREAS, Owners wish to amend the CC&Rs to exclude the property commonly known as Wards Lake, and legally described on Exhibit A hereto, from the property encumbered by the CC&Rs.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Owners agree as follows:

1. Miscellaneous. Any conflict between any term or provision contained herein with any term or provision contained in the CC&Rs or any prior amendment shall be resolved in favor of this Amendment. All capitalized terms used herein that are defined or used in the CC&Rs shall have the same meaning in this Amendment as in the CC&Rs.

2. Amendment to Legal Description. The legal description of the Property encumbered by the CC&Rs shall be deemed amended and replaced for all purposes by the legal description attached hereto as Exhibit A.

3. Counterparts. This Amendment may be executed in counterparts, and the collective counterparts shall together constitute one agreement, binding all of the parties, notwithstanding that all of the parties are not signatory to the same counterpart. Duplicate unexecuted and unacknowledged pages from the counterparts may be discarded and the remaining signature pages and notary acknowledgements may be assembled together as one document for purposes of recordation.

Lakewood Cinema Plaza, LLC

By: _____
Dennis P. Zentil
Delegated Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Ventura)

On _____, 2021, before me, _____, a notary public, personally appeared **DENNIS P. ZENTIL**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Commented [DZ1]:

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

1018 Properties Inc.

By: _____

Print Name: _____

State of Washington)
) ss:
County of _____)

This record was acknowledged before me on _____, 2022 by

(signer name(s)) _____ as

(signer(s) title, e.g., president) _____

on behalf of **1018 Properties Inc..**

WITNESS my hand and official seal.

Notary Signature: _____

Notary Name: _____

Notary Public in and for the State of Washington

My Commission expires on : _____, 20____.

Discount Tire Co Inc.

By: _____

Print Name: _____

State of Washington)

) ss:

County of _____)

This record was acknowledged before me on _____, 2022 by

(signer name(s)) _____ as

(signer(s) title, e.g., president) _____

on behalf of **Discount Tire Co Inc.**

WITNESS my hand and official seal.

Notary Signature: _____

Notary Name: _____

Notary Public in and for the State of Washington

My Commission expires on : _____, 20____.

Gupta Lakewood LLC

By: _____

Print Name: _____

State of Washington)
) ss:
County of _____)

This record was acknowledged before me on _____, 2022 by

(signer name(s)) _____ as

(signer(s) title, e.g., president) _____

on behalf of **Gupta Lakewood LLC**

WITNESS my hand and official seal.

Notary Signature: _____

Notary Name: _____

Notary Public in and for the State of Washington

My Commission expires on : _____, 20__.

Exhibit A

SITES A, B, C, D, E, F, G, H, AND I, WARD'S LAKE RETAIL CENTER, BINDING SITE PLAN, ACCORDING TO SURVEY RECORDED MARCH 01, 1989, UNDER RECORDING NO. 8903010409, RECORDS OF PIERCE COUNTY AUDITOR IN THE CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXCEPT THAT PORTION OF PARCEL A AS CONVEYED TO PIERCE COUNTY BY DEED UNDER PIERCE COUNTY RECORDING NUMBER 8701260098.

ALSO EXCEPT THOSE PORTIONS OF SITES A, B, AND C LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SITE A OF SAID BINDING SITE PLAN;

THENCE ALONG THE WEST LINE THEREOF, NORTH 01° 00' 07" EAST, 157.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87° 52' 00" EAST, 331.29 FEET;

THENCE CONTINUING SOUTH 87° 52' 00" EAST, 52.40 FEET;

THENCE SOUTH 48° 43' 00" EAST, 420.38 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF THAT TOWER EASEMENT RECORDED UNDER RECORDING NO. 9603110199, RECORDS OF PIERCE COUNTY, WA;

THENCE ALONG SAID NORTHERLY EXTENSION, SOUTH 00° 01' 38" WEST, 81.51 FEET TO THE SOUTHWEST CORNER OF SAID TOWER EASEMENT;

THENCE ALONG THE SOUTH LINE OF SAID TOWER EASEMENT, SOUTH 89° 58' 22" EAST, 11.37 FEET;

THENCE LEAVING SAID SOUTH LINE, SOUTH 00° 09' 00" EAST, 239.78 FEET;

THENCE SOUTH 45° 08' 00" EAST, 300.00 FEET;

THENCE SOUTH 26° 06' 00" EAST, 44.00 FEET;

THENCE SOUTH 00° 35' 00" EAST, 118.00 FEET TO A POINT ON THE LINE BETWEEN SITES C AND I OF SAID BINDING SITE PLAN;

THENCE SOUTH 89° 59' 08" WEST, 10.63 FEET ALONG SAID COMMON LINE TO THE WESTERLY MARGIN OF SAID SITE I;

THENCE ALONG SAID WESTERLY MARGIN, SOUTH 00°00'52" EAST, 60.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY MARGIN, SOUTH 19°21'00" EAST 165.52 FEET TO THE NORTHWESTERLY MARGIN OF INTERSTATE 5 AND THE TERMINUS OF SAID LINE.

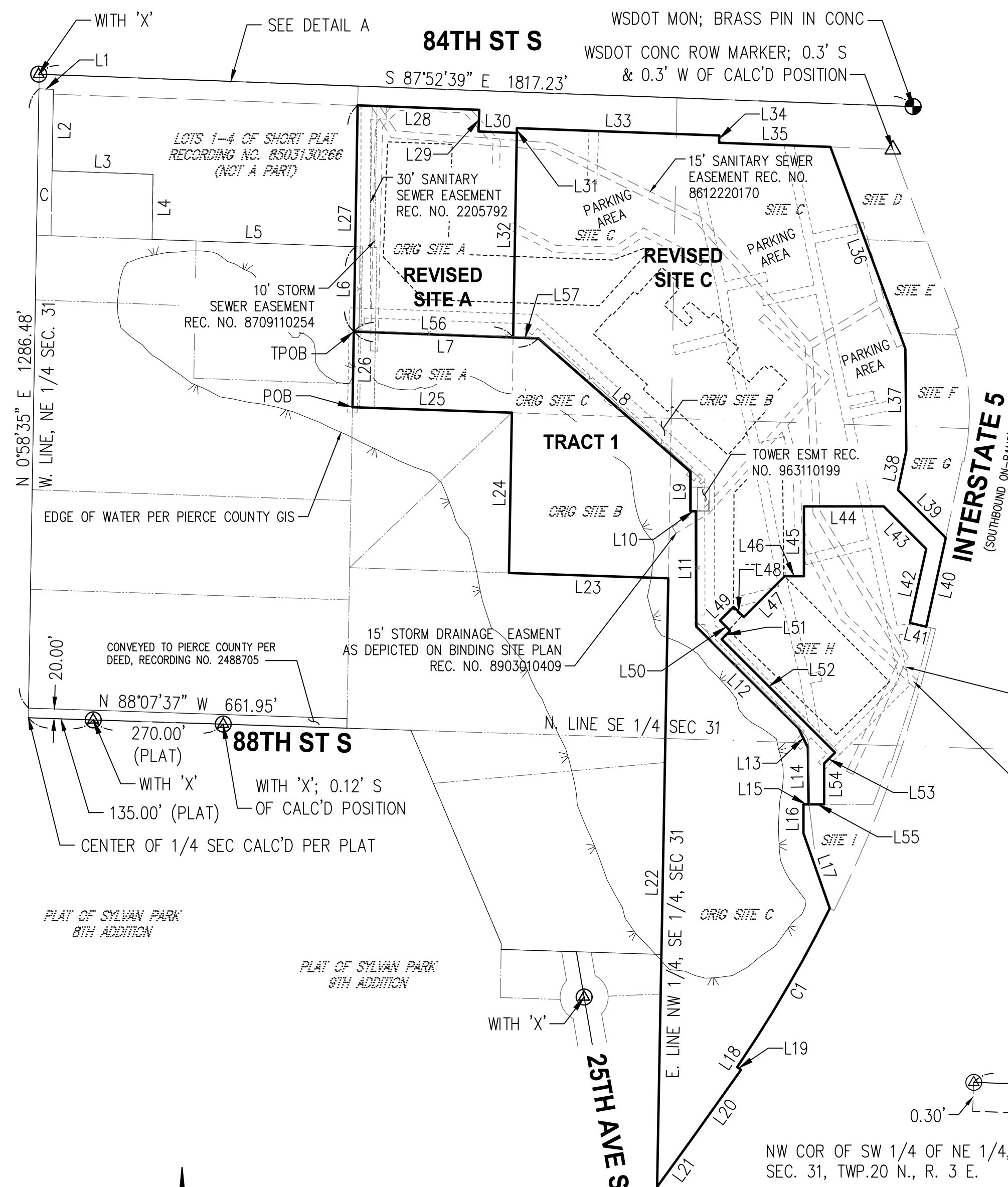
CONTAINING 571,362 SQUARE FEET, MORE OR LESS



City of Lakewood

Proposed Tract 1 - Amended BSP Wards Lake Retail Center

PORTIONS OF THE NE QUARTER AND THE SE QUARTER OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 3 EAST, W.M., CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON



PURPOSE OF AMENDMENT

PER LMC 17.30.060

THE PURPOSE OF THIS AMENDED BINDING SITE PLAN IS TO VACATE PORTIONS OF SITES A, B, AND C OF THE ORIGINAL BINDING SITE PLAN, THEREBY CREATING TRACT 1 AS SHOWN HEREON. THIS INCLUDES:

- A. REVISE THE SOUTH LINE OF SITE A;
- B. REVISE THE WEST LINE OF SITE C;
- C. ELIMINATE SITE B AND MERGE IT INTO SITE C AND TRACT 1

TRACT 1 SHALL NOT BE SUBJECT TO ANY TITLE EXCEPTIONS, COVENANTS, CONDITIONS, OR RESTRICTIONS PERTAINING TO BINDING SITE PLAN RECORDED UNDER RECORDING NO. 8903010409, EXCEPT FOR A WATER EASEMENT RECORDED UNDER RECORDING NO. 8905310495, A STORM DRAINAGE EASEMENT DEPICTED ON SAID BINDING SITE PLAN, A STORM DRAINAGE EASEMENT RECORDED UNDER RECORDING NO. 8709110254, AND A SANITARY SEWER EASEMENT RECORDED UNDER RECORDING NO. 2205792, ALL OF WHICH SHALL REMAIN IN EFFECT OVER PORTIONS OF SAID TRACT 1.

RESULTANT LOT AREAS

TRACT 1	456,048 S.F.	(10.47 AC)
REVISED SITE A	152,112 S.F.	(3.49 AC)
REVISED SITE C	571,362 S.F.	(13.12 AC)

BASIS OF BEARINGS

WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD 83/2011). ESTABLISHED BY RTK GPS OBSERVATION UTILIZING THE WASHINGTON STATE REFERENCE NETWORK (WSRN).

REFERENCES

- 1. RECORD OF SURVEY, RECORDING NO. 8903010409
- 2. SHORT PLAT, RECORDING NO. 8503130266
- 3. PLAT OF SYLVAN PARK 9TH ADDITION, RECORDING NO. 1980184

NOTES

- 1. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS ENCUMBERING THIS SITE.
- 2. TRACT 1 IS THE VACATED PORTION OF BINDING SITE PLAN FILED UNDER RECORDING NO. 8903010409 PER THIS SURVEY.

TECHNICAL DATA

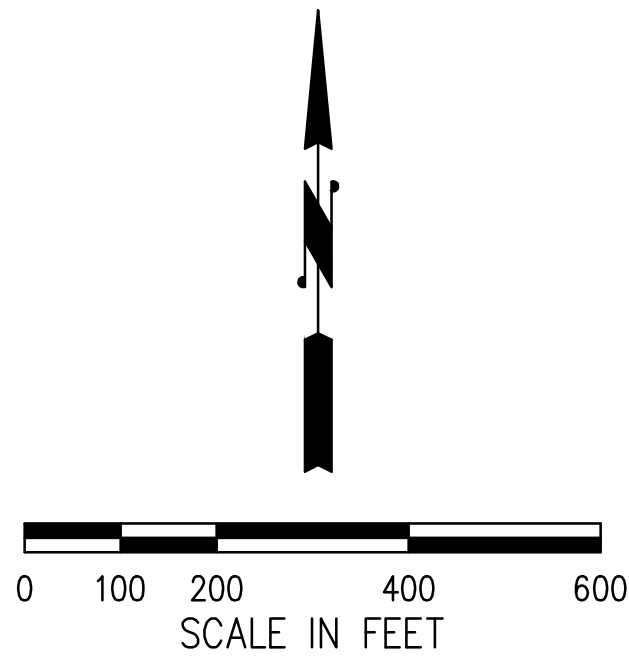
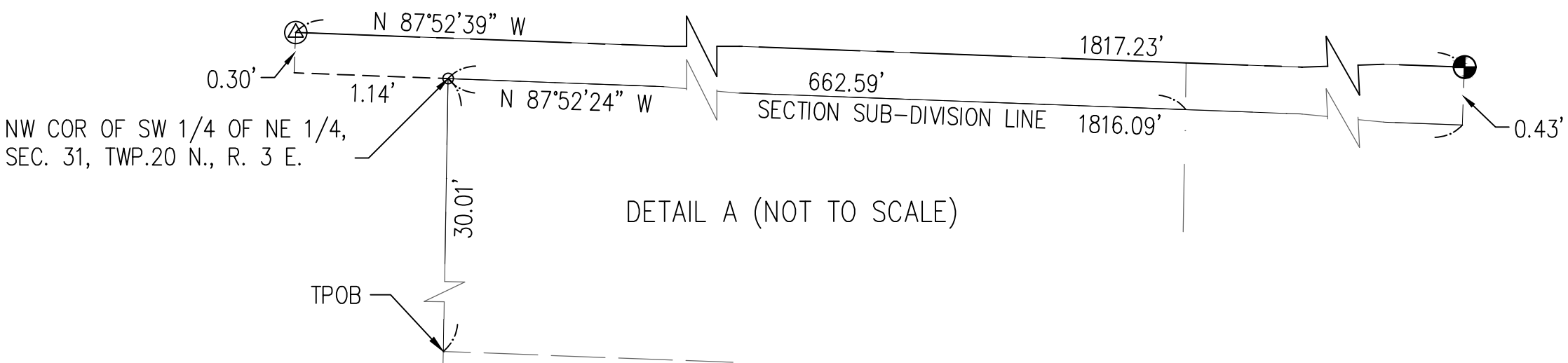
THIS SURVEY MEETS OR EXCEEDS PRECISION REQUIREMENTS AS SET FORTH IN WAC 332-130-090 FIELD TRAVERSE METHOD

EQUIPMENT USED

EQUIPMENT UTILIZED FOR THIS SURVEY: LEICA TS 16 TOPCON HIPER V GPS

LEGEND

- FOUND MONUMENT IN CASE
- FOUND SURFACE MONUMENT; BRASS CAP
- FOUND MONUMENT (AS DESCRIBED)
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPERTY LINE TO BE ELIMINATED
- CENTER LINE
- RIGHT-OF-WAY LINE
- STORM EASEMENT
- WATER EASEMENT
- SEWER EASEMENT
- SECTION LINE
- CHAIN LINK FENCE
- BUILDING



AMENDED BINDING SITE PLAN
WARD'S LAKE RETAIL CENTER
AMENDING SITES A, B, AND C

KPG
Interdisciplinary Design
3131 Elliott Ave Suite 400
Seattle, WA 98121
(206) 286-1640
2502 Jefferson Ave Tacoma, WA 98402
(253) 627-0720
www.kpg.com

DRAWN BY: KEW	CHECKED BY: MRB
SCALE: 1" = 200'	DATE: MAY 26, 2022
JOB NO. 21107	
SHEET 2 OF 3	
DRAWING NO.	21107AMENDED BSP.DWG

PORTIONS OF THE NE QUARTER AND THE SE QUARTER OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 3 EAST, W.M., CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 87°52'24" E	30.01'
L2	S 0°58'35" W	169.06'
L3	S 87°56'25" E	210.04'
L4	S 0°58'35" W	135.02'
L5	S 87°56'25" E	422.38'
L6	S 1°00'07" W	176.20'
L7	S 87°52'00" E	383.69'
L8	S 48°43'00" E	420.38'
L9	S 0°01'38" W	81.51'
L10	S 89°58'22" E	11.37'
L11	S 0°09'00" E	239.78'
L12	S 45°08'00" E	300.00'
L13	S 26°06'00" E	44.00'
L14	S 0°35'00" E	118.00'
L15	S 89°59'08" W	10.63'
L16	S 0°00'52" E	60.00'
L17	S 19°21'00" E	165.52'
L18	S 34°08'34" W	15.69'
L19	S 55°42'09" E	10.00'
L20	S 35°25'36" W	180.07'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S 35°58'59" W	119.39'
L22	N 1°03'59" E	1264.26'
L23	N 88°04'21" W	331.16'
L24	N 1°00'51" E	332.87'
L25	N 88°00'21" W	331.24'
L26	N 1°00'07" E	157.14'
L27	N 1°00'07" E	469.89'
L28	S 87°52'39" E	252.72'
L29	S 2°07'21" W	45.00'
L30	S 87°52'39" E	79.53'
L31	N 1°00'51" E	10.00'
L32	N 1°00'51" E	424.94'
L33	S 87°52'39" E	420.66'
L34	S 2°07'21" W	15.00'
L35	S 87°52'39" E	231.62'
L36	S 20°21'01" E	447.29'
L37	S 0°34'32" E	211.47'
L38	S 12°04'59" W	83.58'
L39	S 45°00'52" E	140.55'
L40	S 12°26'26" W	189.16'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N 76°36'52" W	35.00'
L42	N 12°30'42" E	157.42'
L43	N 45°00'52" W	124.91'
L44	S 89°59'08" W	165.79'
L45	S 0°00'52" E	145.05'
L46	S 89°59'08" W	39.99'
L47	S 44°59'08" W	119.99'
L48	N 45°00'52" W	30.00'
L49	S 44°59'08" W	40.00'
L50	S 45°00'52" E	30.00'
L51	S 44°59'08" W	25.00'
L52	S 45°00'52" E	332.85'
L53	S 44°59'08" W	32.05'
L54	S 0°00'52" E	85.00'
L55	S 89°59'08" W	32.37'
L56	S 87°52'00" E	331.29'
L57	N 87°52'00" W	52.40'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	7°40'20"	2734.79'	366.20'

SPECIAL EXCEPTIONS

PER PUGET SOUND TITLE COMMITMENT NO. 218854, DATED JANUARY 20, 2022, AT 8:00 AM.

1. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:
RECORDED: MAY 20, 1957
RECORDING NO.: 1787544
AFFECTS: SITE C AND OTHER PROPERTY

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: CITY OF TACOMA
PURPOSE: SEWER OR SEWERS
AFFECTS: SITE A
RECORDED: SEPTEMBER 11, 1967
RECORDING NO.: 2205792

3. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY, IF ANY, FOR ASSESSMENTS, LIENS OR CHARGES,
RECORDED: OCTOBER 06, 1986
RECORDING NO.: 8610060276
NOTE: SAID COVENANTS, CONDITIONS AND RESTRICTIONS HAVE BEEN MODIFIED BY INSTRUMENT
RECORDING NO.: 8802160213, 9001110173, AND 9905110310
ASSIGNMENT OF DECLARANT'S RIGHTS, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JUNE 1, 1989
RECORDING NO.: 890601041

4. RECIPROCAL EASEMENT AND MUTUAL MAINTENANCE AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: NOVEMBER 22, 1986
RECORDING NO.: 8612220170
AFFECTS: SITES A AND C

5. MEMORANDUM OF AGREEMENT AND COVENANT TO RUN WITH THE LAND, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JANUARY 8, 1987
RECORDING NO.: 8701080270

6. EASEMENT AND COVENANT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: APRIL 28, 1987
RECORDING NO.: 8704280392

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: CITY OF TACOMA
PURPOSE: STORM SEWER LINE
AFFECTS: SITE A
RECORDED: SEPTEMBER 11, 1987
RECORDING NO.: 8709110254

8. COMMON FOUNDATION AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: OCTOBER 20, 1987
RECORDING NO.: 8710200057

9. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY, IF ANY, FOR ASSESSMENTS, LIENS OR CHARGES, AS CONTAINED ON WARD'S LAKE RETAIL CENTER, BINDING SITE PLAN, RECORDED UNDER RECORDING NO 8903010409

10. WATER SYSTEM EASEMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: MAY 31, 1989
RECORDING NO.: 8905310495
11. MEMORANDUM OF OPTION AND AGREEMENT TO GRANT EASEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: FEBRUARY 09, 1995
RECORDING NO.: 9502090177
NOTICE TO EXERCISE OPTION, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: MARCH 11, 1996
RECORDING NO.: 9603110199
AFFECTS: SITE C
NOTE: THE ABOVE PARAGRAPH WILL BE DELETED UPON RECORDING OF THE BOUNDARY LINE ADJUSTMENT

12. NOTICE OF AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: MARCH 21, 1996
RECORDING NO.: 9603210386
AFFECTS: SITE C

13. LAKEWOOD WATER DISTRICT EASEMENT FOR WATER MAIN, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: MARCH 03, 1999
RECORDING NO.: 9903030325

14. EASEMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: OCTOBER 29, 1999
RECORDING NO.: 9910290433
AFFECTS: INCIDENTAL RIGHTS GRANTED ON SITE A

15. DECLARATION OF RESTRICTIVE COVENANT, AND THE TERMS AND CONDITIONS THEREOF
RECORDED: JULY 12, 2002
RECORDING NO.: 200207120045
AFFECTS: SITES A AND C

16. MATTERS DISCLOSED BY SURVEY;
RECORDED: JANUARY 03, 2003
RECORDING NO.: 200301035006
AFFECTS: SITE A

17. MEMORANDUM OF SUBLEASE, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: AUGUST 15, 2000
RECORDING NO.: 200008150684

18. LEASE DISCLOSED BY MEMORANDUM THEREOF,
LESSOR: DENNIS P. ZENTIL, AS SUCCESSOR TRUSTEE OF THE ARTICLE 5 TRUST FOR DAUGHTS UA DATED
12-16-94, AS AMENDED, DBA LAKEWOOD CINEMA PLAZA
LESSEE: DOLLAR TREE STORES, INC., A VIRGINIA CORPORATION
DATED: AUGUST 12, 2016
RECORDED: MAY 05, 2021
RECORDING NO.: 202105050376
AFFECTS: SAID PREMISES AND OTHER PROPERTY

19. UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND SECURITY AGREEMENT ON PERSONAL PROPERTYAND RIGHTS OF TENANTS, AND SECURED PARTIES TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM

20. – 24. INTENTIONALLY OMITTED.

1018 PROPERTIES, INC.

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AS THE _____ OF 1018 PROPERTIES, INC.
AND ACKNOWLEDGED IT TO BE THE FREE AN VOLUNTARY ACT OF SAID CORPORATION, FOR USES AND PURPOSES MENTIONED THEREIN.

SIGNATURE OF NOTARY DATE

PRINTED NAME

MY APPOINTMENT EXPIRES

GUPTA LAKEWOOD LLC

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AS THE _____ OF GUPTA LAKEWOOD LLC
AND ACKNOWLEDGED IT TO BE THE FREE AN VOLUNTARY ACT OF SAID CORPORATION, FOR USES AND PURPOSES MENTIONED THEREIN.

SIGNATURE OF NOTARY DATE

PRINTED NAME

MY APPOINTMENT EXPIRES

REALTY INCOME CORPORATION, SUCCESSOR BY MERGER TO R. I. C. 25, LTD.

BY: _____

NAME: _____

TITLE: _____

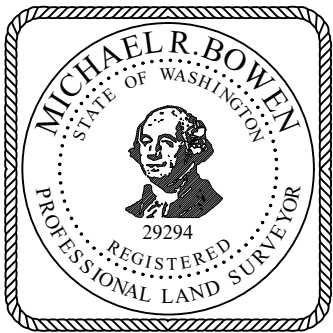
ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AS THE _____ OF REALTY INCOME CORPORATION,
SUCCESSOR BY MERGER TO R. I. C. 25, LTD. AND ACKNOWLEDGED IT TO BE THE FREE AN VOLUNTARY ACT OF SAID CORPORATION, FOR USES AND PURPOSES MENTIONED THEREIN.

SIGNATURE OF NOTARY DATE

PRINTED NAME MY APPOINTMENT EXPIRES



AMENDED BINDING SITE PLAN
WARD'S LAKE RETAIL CENTER
AMENDING SITES A, B, AND C

KPG
Interdisciplinary Design
3131 Elliott Ave Suite 400
Seattle, WA 98121 (206) 286-1640
2502 Jefferson Ave
Tacoma, WA 98402
(253) 627-0720
www.kpg.com

DRAWN BY: KEW	CHECKED BY: MRB
	DATE: MAY 26, 2022
JOB NO. 21107	
SHEET 3 OF 3	
DRAWING NO.	21107AMENDED BSP.DWG

**FIRST AMENDMENT TO
CITY OF LAKEWOOD
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT (hereinafter "Amendment") TO CITY OF LAKEWOOD PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is dated for identification purposes as January 11, 2023 Amendment and is made and entered into by and between Lakewood Cinema Plaza, LLC ("Seller") and CITY OF LAKEWOOD, a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter be collectively referred to as "Parties" or individually as a "Party."

RECITALS

WHEREAS Seller and Purchaser are Parties to that certain CITY OF LAKEWOOD PURCHASE AND SALE AGREEMENT with an effective Date of August 18, 2022, pertaining to the real property commonly known as Ward's Lake (hereinafter "Property"); and

WHEREAS, Seller and Purchaser wish to amend the Agreement in certain respects.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The City will no longer attempt to purchase the Property using conservation funds pursuant to Chapter 84.34 RCW and therefore, the Parties agree that any and all references to conservation funds and/or "protected property" are hereby stricken from the Agreement, including Section 12.2.5.

2. The Parties waive the expiration of the 90 day time limit set forth in Section 10 of the Agreement, and they confirm and acknowledge that the condition set forth in said Section 10 has been satisfied.

3. The Parties agree that notwithstanding the provisions of Section 15 of the Agreement, the Amendment to the CC&Rs and the Amended Binding Site Plan will be recorded concurrently with the recordation of the Statutory Warranty Deed. The Parties further agree to proceed in good faith and with reasonable diligence to obtain any City or County approvals needed to record the closing documents.

4. The Purchaser Approves the Proforma ALTA Owner's Policy of Title Insurance issued by Stewart Title Guaranty Company and agrees to take title to the Protected Property as set forth in such Proforma.

5. Purchaser and Seller hereby ratify and confirm the continued validity and enforceability of the Agreement, as modified and amended by this Amendment.

/SIGNATURES APPEAR ON THE FOLLOWING PAGE/



SELLER'S SIGNATURE

LAKEWOOD CINEMA PLAZA, LLC
A Washington limited liability company

By: 

Dennis P. Zentil
Delegated Manager
Date Signed January 11,, 2023

PURCHASER'S SIGNATURES

CITY OF LAKEWOOD, a municipal corporation and political subdivision of the
state of Washington:

Approved as to legal form only:

By: _____

City Manager
John J. Caulfield

Date

Approved for final action only:

By: _____

City Attorney
Heidi Ann Wachter

Date

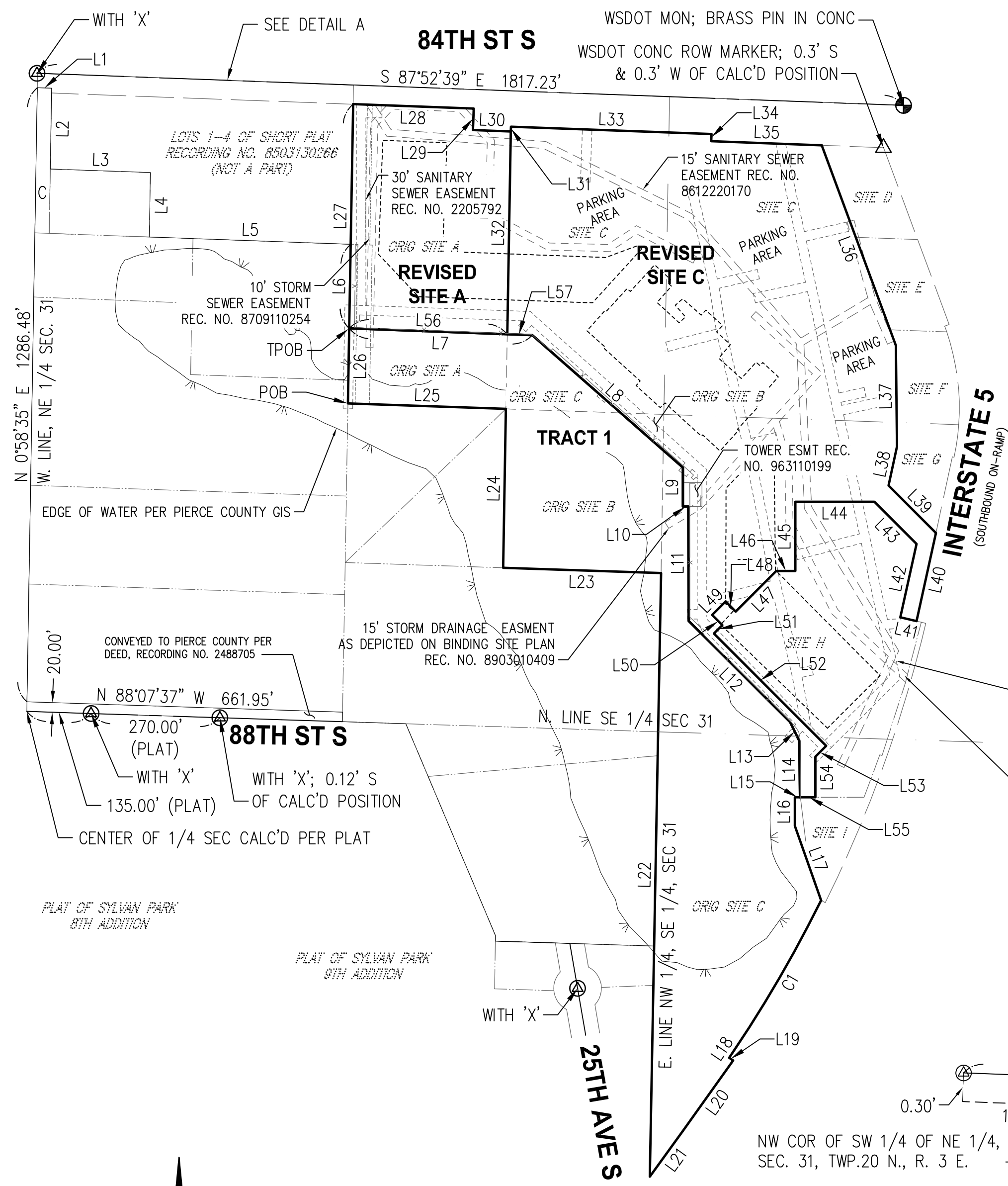
By: _____

City Clerk
Briana Schumacher

Date

<div><div>VICINITY MAP</div></div>		<p>THIS AMENDED BINDING SITE PLAN IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS.</p> <p>LAKEWOOD CINEMA PLAZA, LLC, A WASHINGTON LIMITED LIABILITY COMPANY</p> <p>BY: _____</p> <p>NAME: <u>DENNIS P. ZENTIL</u></p> <p>TITLE: <u>DELEGATED MANAGER</u></p> <div>SEE SHEET 3 OF 3 FOR ADDITIONAL SIGNATURES</div>		<p>ACKNOWLEDGEMENT</p> <div>A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.</div> <p>STATE OF CALIFORNIA)) SS COUNTY OF VENTURA)</p> <p>ON _____, 2021, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED <u>DENNIS P. ZENTIL</u>, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.</p> <p>WITNESS MY HAND AND OFFICIAL SEAL.</p> <p>_____ SIGNATURE OF NOTARY</p>		<p>CITY OF LAKEWOOD AMENDED BINDING SITE PLAN _____</p> <p>PORTIONS OF: SE 1/4, NE 1/4, SEC. 31, T. 20 N., R. 3 E., W.M. SW 1/4, NE 1/4, SEC. 31, T. 20 N., R. 3 E., W.M. NE 1/4, SE 1/4, SEC. 31, T. 20 N., R. 3 E., W.M.</p> <p>ORIGINAL TRACT ASSESSOR’S PARCEL NO.’S 0320311051, 0320315018, 0320311060</p> <p>THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW AND 332–130 WAC.</p> <p>CITY OF LAKEWOOD COMMUNITY DEVELOPMENT THIS BOUNDARY LINE ADJUSTMENT IS FOUND TO BE IN CONFORMITY WITH ALL APPLICABLE ZONING REGULATIONS AND OTHER LAND USE CONTROLS IN EFFECT.</p> <p>_____ COMMUNITY DEVELOPMENT DIRECTOR</p> <p>_____ DATE</p> <p>CITY ASSESSOR–TREASURER</p> <p>I HEREBY CERTIFY THAT ALL STATE AND CITY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.</p> <p>_____ DEPUTY ASSESSOR/TREASURER</p> <p>_____ DATE</p> <p>REVIEWED FOR SEGREGATION</p> <p>_____ DEPUTY ASSESSOR/TREASURER</p> <p>_____ DATE</p> <p>COUNTY ASSESSOR/TREASURER</p> <p>I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.</p> <p>_____ ASSESSOR/TREASURER</p> <p>AUDITOR’S CERTIFICATE</p> <p>FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____ M</p> <p>AFN: _____</p> <p>AT THE REQUEST OF: MICHAEL R. BOWEN</p> <p>_____ FEE _____</p> <p>COUNTY AUDITOR</p> <p>ORIGINAL TRACT OWNERS</p> <p>LAKEWOOD CINEMA PLAZA, LLC, A WASHINGTON LIMITED LIABILITY COMPANY 3720 CARILLON POINT, KIRKLAND, WA, 98033</p> <p>CITY OF LAKEWOOD, 6000 MAIN ST SW, LAKEWOOD, WA 98499</p> <p>EXISTING ZONING: PARKS AND COMMERCIAL</p> <p>SOURCE OF WATER: LAKEWOOD WATER DISTRICT</p> <p>TYPE OF ACCESS: 84TH STREET SOUTH</p> <p>SEWER SYSTEM: PIERCE COUNTY</p> <p>INDEXING DATA: SE 1/4, NE 1/4, SEC. 31, T. 20 N., R. 3 E., W.M. SW 1/4, NE 1/4, SEC. 31, T. 20 N., R. 3 E., W.M. NE 1/4, SE 1/4, SEC. 31, T. 20 N., R. 3 E., W.M.</p>	
<p>THIS AMENDED BINDING SITE PLAN DOES NOT ALTER EXISTING OR FUTURE BUILDING OR STRUCTURE LOCATIONS, PARKING COUNTS, OR APPROVED LAND USES REGULATED BY THE WARD’S LAKE RETAIL CENTER BINDING SITE PLAN (RECORDING NO. 8903010409). REVISED SITES A AND C OF THIS AMENDED BINDING SITE PLAN ARE SUBJECT TO ALL WARD’S LAKE RETAIL CENTER BINDING SITE PLAN NOTES, CONDITIONS, AND RESTRICTIONS.</p> <p>SEE 'PURPOSE OF AMENDMENT' ON SHEET 2 OF 3 FOR TRACT 1.</p>		<p>SURVEYOR’S CERTIFICIATE</p> <p>THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF LAKEWOOD IN SEPTEMBER, 2021.</p> <p><i>Michael R. Bowen</i></p> <p>MICHAEL R. BOWEN Certificate No. 29294</p> <div></div>		<p>AMENDED BINDING SITE PLAN</p> <p>WARD’S LAKE RETAIL CENTER</p> <p>AMENDING SITES A, B, AND C</p>		<div><div><div><div>KPG</div><div>Interdisciplinary Design</div><div>3131 Elliott Ave Suite 400 Seattle, WA 98121 (206) 286-1640</div><div>2502 Jefferson Ave Tacoma, WA 98402 (253) 627-0720 www.kpg.com</div></div></div></div> <div><div>DRAWN BY:</div><div>KEW</div><div>CHECKED BY:</div><div>MRB</div><div>DATE:</div><div>MAY 26, 2022</div><div>JOB NO.</div><div>21107</div><div>SHEET</div><div>1 OF 3</div><div>DRAWING NO.</div><div>21107AMENDED BSP.DWG</div></div>	

PORTIONS OF THE NE QUARTER AND THE SE QUARTER OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 3 EAST, W.M., CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON



PURPOSE OF AMENDMENT

PER LMC 17.30.060

THE PURPOSE OF THIS AMENDED BINDING SITE PLAN IS TO VACATE PORTIONS OF SITES A, B, AND C OF THE ORIGINAL BINDING SITE PLAN, THEREBY CREATING TRACT 1 AS SHOWN HEREON. THIS INCLUDES:

- A. REVISE THE SOUTH LINE OF SITE A;
- B. REVISE THE WEST LINE OF SITE C;
- C. ELIMINATE SITE B AND MERGE IT INTO SITE C AND TRACT 1

TRACT 1 SHALL NOT BE SUBJECT TO ANY TITLE EXCEPTIONS, COVENANTS, CONDITIONS, OR RESTRICTIONS PERTAINING TO BINDING SITE PLAN RECORDED UNDER RECORDING NO. 8903010409, EXCEPT FOR A WATER EASEMENT RECORDED UNDER RECORDING NO. 8905310495, A STORM DRAINAGE EASEMENT DEPICTED ON SAID BINDING SITE PLAN, A STORM DRAINAGE EASEMENT RECORDED UNDER RECORDING NO. 8709110254, AND A SANITARY SEWER EASEMENT RECORDED UNDER RECORDING NO. 2205792, ALL OF WHICH SHALL REMAIN IN EFFECT OVER PORTIONS OF SAID TRACT 1.

RESULTANT LOT AREAS

TRACT 1	456,048 S.F.	(10.47 AC)
REVISED SITE A	152,112 S.F.	(3.49 AC)
REVISED SITE C	571,362 S.F.	(13.12 AC)

BASIS OF BEARINGS

WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD 83/2011). ESTABLISHED BY RTK GPS OBSERVATION UTILIZING THE WASHINGTON STATE REFERENCE NETWORK (WSRN).

REFERENCES

- 1. RECORD OF SURVEY, RECORDING NO. 8903010409
- 2. SHORT PLAT, RECORDING NO. 8503130266
- 3. PLAT OF SYLVAN PARK 9TH ADDITION, RECORDING NO. 1980184

NOTES

- 1. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS ENCUMBERING THIS SITE.
- 2. TRACT 1 IS THE VACATED PORTION OF BINDING SITE PLAN FILED UNDER RECORDING NO. 8903010409 PER THIS SURVEY.

TECHNICAL DATA

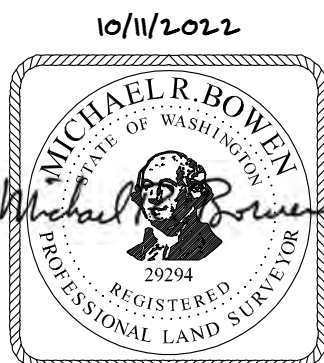
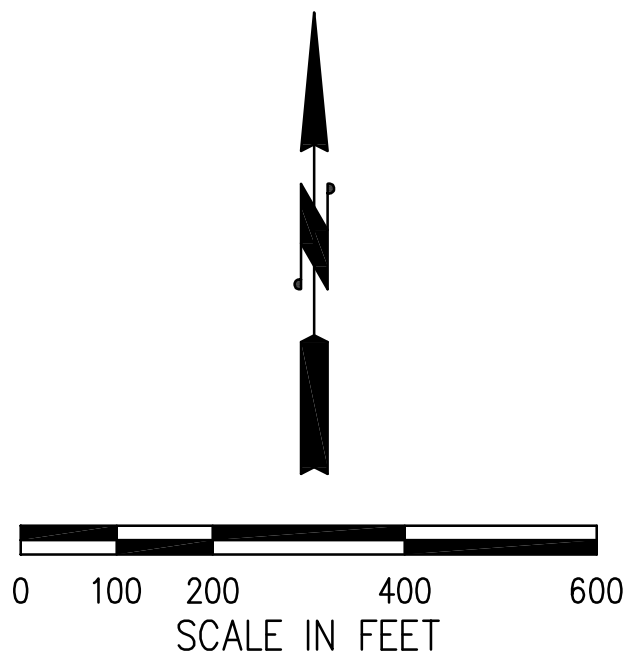
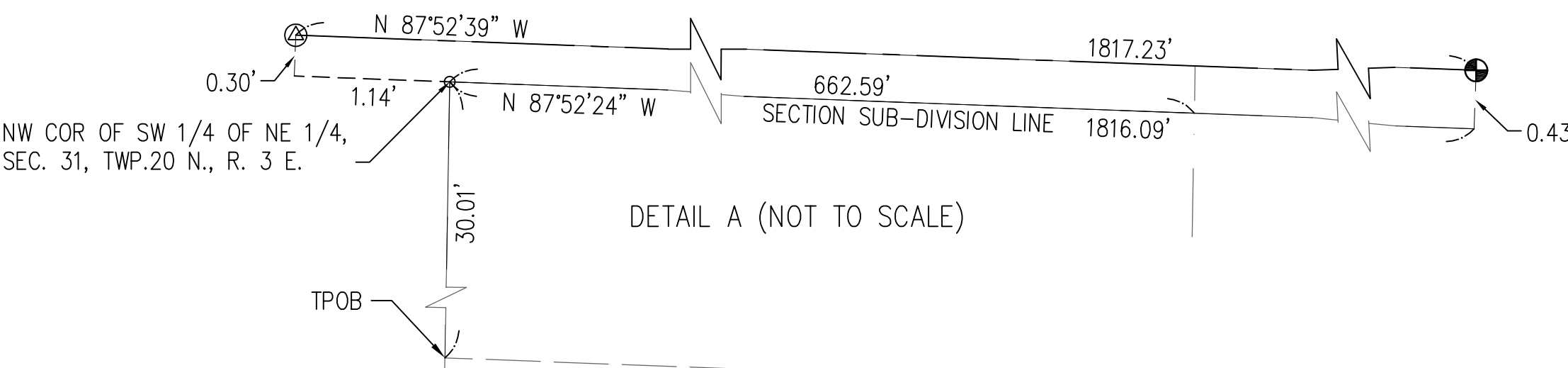
THIS SURVEY MEETS OR EXCEEDS PRECISION REQUIREMENTS AS SET FORTH IN WAC 332-130-090 FIELD TRAVERSE METHOD

EQUIPMENT USED

EQUIPMENT UTILIZED FOR THIS SURVEY: LEICA TS 16 TOPCON HIPER V GPS

LEGEND

- FOUND MONUMENT IN CASE
- FOUND SURFACE MONUMENT; BRASS CAP
- FOUND MONUMENT (AS DESCRIBED)
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPERTY LINE TO BE ELIMINATED
- CENTER LINE
- RIGHT-OF-WAY LINE
- STORM EASEMENT
- WATER EASEMENT
- SEWER EASEMENT
- SECTION LINE
- CHAIN LINK FENCE
- BUILDING



AMENDED BINDING SITE PLAN WARD'S LAKE RETAIL CENTER AMENDING SITES A, B, AND C	<div>KPG</div> <div>Interdisciplinary Design</div> <div>3131 Elliott Ave Suite 400 Seattle, WA 98121 (206) 286-1640</div> <div>2502 Jefferson Ave Tacoma, WA 98402 (253) 627-0720 www.kpg.com</div>		DRAWN BY: KEW	CHECKED BY: MRB
			SCALE: 1" = 200'	DATE: MAY 26, 2022
			JOB NO.	21107
			SHEET	2 OF 3
			DRAWING NO.	21107AMENDED BSP.DWG

PORTIONS OF THE NE QUARTER AND THE SE QUARTER OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 3 EAST, W.M., CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 87°52'24" E	30.01'
L2	S 0°58'35" W	169.06'
L3	S 87°56'25" E	210.04'
L4	S 0°58'35" W	135.02'
L5	S 87°56'25" E	422.38'
L6	S 1°00'07" W	176.20'
L7	S 87°52'00" E	383.69'
L8	S 48°43'00" E	420.38'
L9	S 0°01'38" W	81.51'
L10	S 89°58'22" E	11.37'
L11	S 0°09'00" E	239.78'
L12	S 45°08'00" E	300.00'
L13	S 26°06'00" E	44.00'
L14	S 0°35'00" E	118.00'
L15	S 89°59'08" W	10.63'
L16	S 0°00'52" E	60.00'
L17	S 19°21'00" E	165.52'
L18	S 34°08'34" W	15.69'
L19	S 55°42'09" E	10.00'
L20	S 35°25'36" W	180.07'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S 35°58'59" W	119.39'
L22	N 1°03'59" E	1264.26'
L23	N 88°04'21" W	331.16'
L24	N 1°00'51" E	332.87'
L25	N 88°00'21" W	331.24'
L26	N 1°00'07" E	157.14'
L27	N 1°00'07" E	469.89'
L28	S 87°52'39" E	252.72'
L29	S 2°07'21" W	45.00'
L30	S 87°52'39" E	79.53'
L31	N 1°00'51" E	10.00'
L32	N 1°00'51" E	424.94'
L33	S 87°52'39" E	420.66'
L34	S 2°07'21" W	15.00'
L35	S 87°52'39" E	231.62'
L36	S 20°21'01" E	447.29'
L37	S 0°34'32" E	211.47'
L38	S 12°04'59" W	83.58'
L39	S 45°00'52" E	140.55'
L40	S 12°26'26" W	189.16'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N 76°36'52" W	35.00'
L42	N 12°30'42" E	157.42'
L43	N 45°00'52" W	124.91'
L44	S 89°59'08" W	165.79'
L45	S 0°00'52" E	145.05'
L46	S 89°59'08" W	39.99'
L47	S 44°59'08" W	119.99'
L48	N 45°00'52" W	30.00'
L49	S 44°59'08" W	40.00'
L50	S 45°00'52" E	30.00'
L51	S 44°59'08" W	25.00'
L52	S 45°00'52" E	332.85'
L53	S 44°59'08" W	32.05'
L54	S 0°00'52" E	85.00'
L55	S 89°59'08" W	32.37'
L56	S 87°52'00" E	331.29'
L57	N 87°52'00" W	52.40'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	7°40'20"	2734.79'	366.20'

SPECIAL EXCEPTIONS

PER PUGET SOUND TITLE COMMITMENT NO. 218854, DATED JANUARY 20, 2022, AT 8:00 AM.

1. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:
RECORDED: MAY 20, 1957
RECORDING NO.: 1787544
AFFECTS: SITE C AND OTHER PROPERTY

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: CITY OF TACOMA
PURPOSE: SEWER OR SEWERS
AFFECTS: SITE A
RECORDED: SEPTEMBER 11, 1967
RECORDING NO.: 2205792

3. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY, IF ANY, FOR ASSESSMENTS, LIENS OR CHARGES,
RECORDED: OCTOBER 06, 1986
RECORDING NO.: 8610060276
NOTE: SAID COVENANTS, CONDITIONS AND RESTRICTIONS HAVE BEEN MODIFIED BY INSTRUMENT
RECORDING NO.: 8802160213, 9001110173, AND 9905110310
ASSIGNMENT OF DECLARANT'S RIGHTS, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JUNE 1, 1989
RECORDING NO.: 890601041

4. RECIPROCAL EASEMENT AND MUTUAL MAINTENANCE AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: NOVEMBER 22, 1986
RECORDING NO.: 8612220170
AFFECTS: SITES A AND C

5. MEMORANDUM OF AGREEMENT AND COVENANT TO RUN WITH THE LAND, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JANUARY 8, 1987
RECORDING NO.: 8701080270

6. EASEMENT AND COVENANT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: APRIL 28, 1987
RECORDING NO.: 8704280392

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: CITY OF TACOMA
PURPOSE: STORM SEWER LINE
AFFECTS: SITE A
RECORDED: SEPTEMBER 11, 1987
RECORDING NO.: 8709110254

8. COMMON FOUNDATION AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: OCTOBER 20, 1987
RECORDING NO.: 8710200057

9. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY, IF ANY, FOR ASSESSMENTS, LIENS OR CHARGES, AS CONTAINED ON WARD'S LAKE RETAIL CENTER, BINDING SITE PLAN, RECORDED UNDER RECORDING NO 8903010409

10. WATER SYSTEM EASEMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: MAY 31, 1989
RECORDING NO.: 8905310495
11. MEMORANDUM OF OPTION AND AGREEMENT TO GRANT EASEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: FEBRUARY 09, 1995
RECORDING NO.: 9502090177
NOTICE TO EXERCISE OPTION, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: MARCH 11, 1996
RECORDING NO.: 9603110199
AFFECTS: SITE C
NOTE: THE ABOVE PARAGRAPH WILL BE DELETED UPON RECORDING OF THE BOUNDARY LINE ADJUSTMENT

12. NOTICE OF AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: MARCH 21, 1996
RECORDING NO.: 9603210386
AFFECTS: SITE C

13. LAKEWOOD WATER DISTRICT EASEMENT FOR WATER MAIN, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: MARCH 03, 1999
RECORDING NO.: 9903030325

14. EASEMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: OCTOBER 29, 1999
RECORDING NO.: 9910290433
AFFECTS: INCIDENTAL RIGHTS GRANTED ON SITE A

15. DECLARATION OF RESTRICTIVE COVENANT, AND THE TERMS AND CONDITIONS THEREOF
RECORDED: JULY 12, 2002
RECORDING NO.: 200207120045
AFFECTS: SITES A AND C

16. MATTERS DISCLOSED BY SURVEY;
RECORDED: JANUARY 03, 2003
RECORDING NO.: 200301035006
AFFECTS: SITE A

17. MEMORANDUM OF SUBLEASE, AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: AUGUST 15, 2000
RECORDING NO.: 200008150684

18. LEASE DISCLOSED BY MEMORANDUM THEREOF,
LESSOR: DENNIS P. ZENTIL, AS SUCCESSOR TRUSTEE OF THE ARTICLE 5 TRUST FOR DAUGHTS UA DATED
12-16-94, AS AMENDED, DBA LAKEWOOD CINEMA PLAZA
LESSEE: DOLLAR TREE STORES, INC., A VIRGINIA CORPORATION
DATED: AUGUST 12, 2016
RECORDED: MAY 05, 2021
RECORDING NO.: 202105050376
AFFECTS: SAID PREMISES AND OTHER PROPERTY

19. UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND SECURITY AGREEMENT ON PERSONAL PROPERTYAND RIGHTS OF TENANTS, AND SECURED PARTIES TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM

20. – 24. INTENTIONALLY OMITTED.

1018 PROPERTIES, INC.

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE
THE INSTRUMENT AS THE _____ OF 1018 PROPERTIES, INC.
AND ACKNOWLEDGED IT TO BE THE FREE AN VOLUNTARY ACT OF SAID CORPORATION, FOR
USES AND PURPOSES MENTIONED THEREIN.

SIGNATURE OF NOTARY DATE

PRINTED NAME

MY APPOINTMENT EXPIRES

GUPTA LAKEWOOD LLC

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE
THE INSTRUMENT AS THE _____ OF GUPTA LAKEWOOD LLC
AND ACKNOWLEDGED IT TO BE THE FREE AN VOLUNTARY ACT OF SAID CORPORATION, FOR
USES AND PURPOSES MENTIONED THEREIN.

SIGNATURE OF NOTARY DATE

PRINTED NAME

MY APPOINTMENT EXPIRES

REALTY INCOME CORPORATION, SUCCESSOR BY MERGER TO R. I. C. 25, LTD.

BY: _____

NAME: DANIEL HAUG

TITLE: SR. VICE PRESIDENT, ASSOCIATE GENERAL COUNSEL

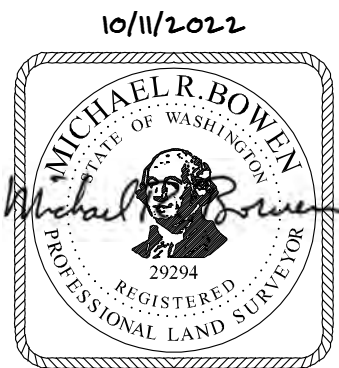
ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DANIEL HAUG SIGNED THIS
INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE
INSTRUMENT AS THE SR. VICE PRESIDENT, ASSOCIATE GENERAL COUNSEL OF REALTY
INCOME CORPORATION, SUCCESSOR BY MERGER TO R. I. C. 25, LTD. AND ACKNOWLEDGED
IT TO BE THE FREE AN VOLUNTARY ACT OF SAID CORPORATION, FOR USES AND
PURPOSES MENTIONED THEREIN.

SIGNATURE OF NOTARY DATE

PRINTED NAME MY APPOINTMENT EXPIRES



AMENDED BINDING SITE PLAN
WARD'S LAKE RETAIL CENTER
AMENDING SITES A, B, AND C

KPG
Interdisciplinary Design
3131 Elliott Ave Suite 400
Seattle, WA 98121
(206) 286-1640
2502 Jefferson Ave
Tacoma, WA 98402
(253) 627-0720
www.kpg.com

DRAWN BY: KEW	CHECKED BY: MRB
	DATE: MAY 26, 2022
JOB NO. 21107	
SHEET 3 OF 3	
DRAWING NO.	21107AMENDED BSP.DWG

Lakewood Cinema Plaza, LLC
c/o Trinity Real Estate
3720 Carillon Point
Kirkland WA 98033

FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS

THIS FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS ("Amendment") is dated for identification purposes as of August 19, 2022, and is made by and between Lakewood Cinema Plaza, LLC, 1018 Properties Inc., Realty Income Corporation, a Maryland corporation (as successor by merger to R. I. C. 25 LTD.), and Gupta Lakewood LLC (collectively "Owners").

RECITALS

WHEREAS, this Amendment relates to that certain DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, as amended ("CC&Rs"), recorded on October 6, 1986, as document number 8610060276 in Volume 0363, Page 0616, in the Recorder's Office of Pierce County, State of Washington.

WHEREAS, the CC&Rs were amended by that First Amendment to Declaration of Easement, Covenants and Restrictions dated recorded on February 16, 1988, as document number 8802160213 in Volume 470, Page 1771, in the Recorder's Office of Pierce County, State of Washington.

WHEREAS, the CC&Rs were further amended by that Second Amendment to Declaration of Easement, Covenants and Restrictions recorded on January 11, 1990,

as document number 9001110173 in Volume 586, Page 3065, in the Recorder's Office of Pierce County, State of Washington.

WHEREAS, the CC&Rs were further amended by that Third Amendment to Declaration of Easement, Covenants and Restrictions recorded on May 11, 1999, as document number 9905110310 in Volume 586, Page 3065, in the Recorder's Office of Pierce County, State of Washington.

WHEREAS the CC&Rs, as amended, encumber that certain real property situated in the City of Lakewood, County of Pierce, State of Washington, more particularly described as

Sites A, B, C, D, E, F, G, H, AND I, WARD'S LAKE
RETAIL CENTER, BINDING SITE PLAN, according to
Survey recorded March 01, 1989, under Recording No.
8903010409, records of Pierce County Auditor.

WHEREAS the Owners, taken collectively, own fee title to all of the sites encumbered by the CC&Rs.

WHEREAS, Owners wish to amend the CC&Rs to exclude the property commonly known as Wards Lake from the property encumbered by the CC&Rs.


AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Owners agree as follows:

1. Miscellaneous. Any conflict between any term or provision contained herein with any term or provision contained in the CC&Rs or any prior amendment shall be resolved in favor of this Amendment. All capitalized terms used herein that are defined or used in the CC&Rs shall have the same meaning in this Amendment as in the CC&Rs.
2. Amendment to Legal Description. The legal description of the Property encumbered by the CC&Rs shall be deemed amended and replaced for all purposes by the legal description attached hereto as Exhibit A.

3. Counterparts. This Amendment may be executed in counterparts, and the collective counterparts shall together constitute one agreement, binding all of the parties, notwithstanding that all of the parties are not signatory to the same counterpart. Duplicate unexecuted and unacknowledged pages from the counterparts may be discarded and the remaining signature pages and notary acknowledgements may be assembled together as one document for purposes of recordation.

Lakewood Cinema Plaza, LLC

By: 
Dennis P. Zentil
Delegated Manager

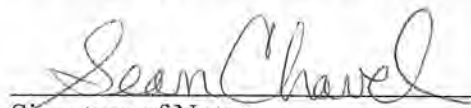
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Ventura)

On October 15, 2022, before me, Sean Chavel, a notary public, personally appeared **DENNIS P. ZENTIL**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



1018 Properties Inc.

By: _____

Print Name: _____

State of Washington)
County of Snohomish) ss:

This record was acknowledged before me on 12/20, 2022 by
(signer name(s)) Gurpinder Rai as
(signer(s) title, e.g., president) Share Holder on behalf of **1018 Properties Inc..**

WITNESS my hand and official seal.

Notary Signature: _____

Notary Name: Chenlin Xiao

Notary Public in and for the State of Washington

My Commission expires on : 05/10, 2023.



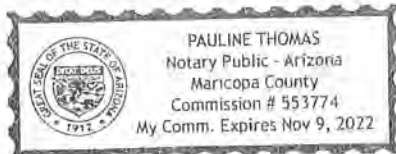
Realty Income Corporation,
a Maryland corporation


By: 
Name: Daniel Haug
Title: Senior Vice President,
Associate General Counsel

ACKNOWLEDGMENT

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

On this 18th day of October, 2022 before me personally appeared Daniel Haug, the Senior Vice President, Associate General Counsel of Realty Income Corporation on behalf thereof.




Notary Public

My Commission expires on : Nov. 9, 2022

Gupta Lakewood LLC

By: [Signature]

Print Name: AVINASH GUPTA

State of Washington)
) ss:
County of King)

This record was acknowledged before me on November 29, 2022 by
(signer name(s)) Avinash Gupta as
(signer(s) title, e.g., president) owner on behalf of **Gupta Lakewood
LLC**

WITNESS my hand and official seal.

Notary Signature: [Signature]

Notary Name: Susanne Blaberg

Notary Public in and for the State of Washington

My Commission expires on : 01/04, 2026.



Exhibit A

SITES A, B, C, D, E, F, G, H, AND I, WARD'S LAKE RETAIL CENTER, BINDING SITE PLAN, ACCORDING TO SURVEY RECORDED MARCH 01, 1989, UNDER RECORDING NO. 8903010409, RECORDS OF PIERCE COUNTY AUDITOR IN THE CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXCEPT THAT PORTION OF PARCEL A AS CONVEYED TO PIERCE COUNTY BY DEED UNDER PIERCE COUNTY RECORDING NUMBER 8701260098.

ALSO EXCEPT THOSE PORTIONS OF SITES A, B, AND C LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SITE A OF SAID BINDING SITE PLAN;

THENCE ALONG THE WEST LINE THEREOF, NORTH 01° 00' 07" EAST, 157.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87° 52' 00" EAST, 331.29 FEET;

THENCE CONTINUING SOUTH 87° 52' 00" EAST, 52.40 FEET;

THENCE SOUTH 48° 43' 00" EAST, 420.38 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF THAT TOWER EASEMENT RECORDED UNDER RECORDING NO. 9603110199, RECORDS OF PIERCE COUNTY, WA;

THENCE ALONG SAID NORTHERLY EXTENSION, SOUTH 00° 01' 38" WEST, 81.51 FEET TO THE SOUTHWEST CORNER OF SAID TOWER EASEMENT;

THENCE ALONG THE SOUTH LINE OF SAID TOWER EASEMENT, SOUTH 89° 58' 22" EAST, 11.37 FEET;

THENCE LEAVING SAID SOUTH LINE, SOUTH 00° 09' 00" EAST, 239.78 FEET;

THENCE SOUTH 45° 08' 00" EAST, 300.00 FEET;

THENCE SOUTH 26° 06' 00" EAST, 44.00 FEET;

THENCE SOUTH 00° 35' 00" EAST, 118.00 FEET TO A POINT ON THE LINE BETWEEN SITES C AND I OF SAID BINDING SITE PLAN;

THENCE SOUTH 89° 59' 08" WEST, 10.63 FEET ALONG SAID COMMON LINE TO THE WESTERLY MARGIN OF SAID SITE I;

THENCE ALONG SAID WESTERLY MARGIN, SOUTH 00°00'52" EAST, 60.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY MARGIN, SOUTH 19°21'00" EAST 165.52 FEET TO THE NORTHWESTERLY MARGIN OF INTERSTATE 5 AND THE TERMINUS OF SAID LINE.

CONTAINING 571,362 SQUARE FEET, MORE OR LESS

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

March 6, 2023

TITLE: Contract Amendment for phases 1 & 2 associated with Wards Lake Park development

TYPE OF ACTION:

— ORDINANCE NO.

REVIEW:

February 27, 2023

ATTACHMENTS:

BCRA contract amendment with attachments and site plans

— RESOLUTION

X MOTION 2023-23

— OTHER

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

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute a contract amendment with BCRA in the amount of \$410,512 for consulting services to design, permit and support construction of Phase 1 and Phase 2 improvements at Wards Lake Park.

DISCUSSION: Wards Lake Park is located in the Northeast neighborhood area of Lakewood. Since incorporation, the City has utilized a variety of funding sources to purchase parcels of contiguous land, remove structures, clean up the site and develop portions of the area now known as Wards Lake Park. The City updated the master plan in 2019 and was successful in receiving a number of grants in 2020 and 2022 to support future development. Council approved a contract for phase 1 design in February of 2022 and significant progress has been made since that time. Additional consulting services are needed to complete final design for phase 1 as well as to begin design for phase 2. This support will assess critical areas and develop construction documents and materials necessary to meet grant requirements, secure permitting, and support the bidding and construction process. (Continued)

ALTERNATIVE(S): Council could choose to not accept the contract for services or reduce services and look at alternatives to completing work needed to develop the site. Changes would delay construction of both phase 1 & 2 which could jeopardize funding availability.

FISCAL IMPACT: \$410,512 which will be appropriated with one time funding during a future mid year budget adjustment.

Mary Dodsworth

Prepared by

John F. Campbell
City Manager Review

Department Director

(Continued from page 1)

Phase 1 amendments include a tree risk assessment and survey work for the dog park and ROW improvements supporting parking along 88th St S. Additional services included landscape irrigation design for open space areas in and around the revised park entry, parking lot, and pump track. Phase one amended services total \$21,067 and are itemized with scope and fees of the amendment attachments.

Following the City's success in the 2022 RCO grant cycle, pending legislative approval, we anticipate receiving grant awards to support phase 2 park improvements. Design work is proposed to begin before contract award as part of the pre-agreement requirements from National Parks Service for the Land and Water Conservaiton Fund (LWCF) grant, including environmental and cultural assessment and permitting. Consulting services to support this work are outlined in Exhibit 2 of the amendment attachments and total \$389,445. For project efficiencies, it is recommended that we schedule construction of phase 1 and 2 concurrently. Below is a summary of the total contract amendment and current project schedules.

Phase 1 Amendment	\$21,067
Phase 2 Amendment	\$389,445
Total	\$410,512

Wards Lake Ph 1 & 2 Project Schedule	
Phase 1 Design	Nov 2021-Dec 2022
Phase 1 Permitting	Jan -May 2023
Phase 2 Design	Mar 2023-Nov 2023
Phase 2 Permitting	Nov 2023-Feb 2024
Bidding	Mar 18th 2024
Council Const. Contract Approval	April 29th, 2024
Construction Both Phase 1&2	May 2024-Feb 2025

**FIRST ADDENDUM TO THE CITY OF LAKEWOOD PROFESSIONAL SERVICES
AGREEMENT**

THIS ADDENDUM is made and entered into this ____ day of March, 2023 and between the City of Lakewood (City) and BCRA (Contractor). The parties do hereby agree to the following amendment to the original agreement 2022-037 executed February 14, 2022.

ITEM ONE: The Contractor will be paid by the City for additional services associated with Phase 1 provided in Exhibit 1, which includes updated scope of work and compensation, attached hereto.

ITEM TWO: The Contractor will be paid by the City for services associated with Phase 2 provided in Exhibit 2, which includes scope of work and compensation, attached hereto.

ITEM THREE: Revision to term: The term of this agreement shall be upon execution through December 31, 2025.

ITEM FOUR: All other terms of the professional services agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year written above.

CITY OF LAKEWOOD

John Caulfield, City Manager
Date: _____

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

BCRA

Ben Dort, Principal
Date 02/24/2023

February 24, 2023

Stacey Reding
City of Lakewood Parks and Recreation
6000 Main Street SW
Lakewood, WA 98499

Sent VIA Email: sreding@cityoflakewood.us

RE: Wards Lake Park
AMENDMENT No. 1
EXHIBIT 1
BCRA Project No. 21167.00.00

Dear Stacey:

BCRA is submitting this Amendment due to the relocation of the dog park and the expanded scope of landscape architecture design. During concept design, it was determined that the proposed dog park would be relocated south to the conifer forest. The forested area is outside of the previously scoped assessment area and will require further tree risk assessment from an Arborist and topographic survey. Please see the attached proposal from Urban Forestry Services | Bartlett Consulting dated December 19, 2022, for more details. Additionally, during design it was determined that irrigation design was to be added to the scope and additional design support from the landscape architect is required. Please see the attached proposal from Nakano Associates dated December 20, 2022. This amendment will also modify the completion date of the contract to 12/31/2025 to accommodate this work.

Additional Fees

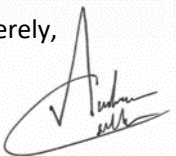
The total additional requested amount is \$21,067 as an hourly fee. Consultant fees shown include a 5% administrative markup. This fee will be added to the Phase 02 – Site Investigation and Phase 20 – 90% Design line items in future invoices once this request is approved. This additional service is governed by our existing Consultant Services Contract dated February 14, 2022.

Phase	Task	Fee
02 – Site Investigation	XB2 – Arborist (Urban Forestry Services)	\$3,854
	XV2 – Additional Survey (Lanktree Surveying)	\$7,940
20 – 90% Design	XL2 – Landscape Architecture (Nakano)	\$8,852
	XO2 – Cost Estimating (Bill Acker)	\$420
Total		\$21,067

Closing

Thank you for your patience and understanding in the adjustments needed to make this project a success. Should you have any questions or concerns, please feel free to contact me.

Sincerely,



Andrew Cirillo, PE
Associate Engineer, BCRA

Approved:

Client Signature

Date

ATTACHMENT A SCOPE OF SERVICES

PROJECT DESCRIPTION

BCRA will provide additional topographic survey services to support design of the accessible parking stalls and associated trailhead access from 88th Street and additional tree risk assessment for the area south of the onsite drainage channel and irrigation design for the entrance to the park and the area around the pump track.

SCOPE OF SERVICES

Phase 02 – Site Investigation

Task XB2 – Arborist (Urban Forestry Services)

BCRA will contract with Urban Forestry Services for additional tree risk assessment. See attached proposal from Urban Forestry Services for Scope of Services.

Task XV2 – Survey (Lanktree Surveying)

The following activities will be performed:

1. Survey the topography and observable improvements within the extents on and along 88th as shown on the attached exhibit. Survey the locations of existing trees in accordance with primary reviewing jurisdiction requirements. Marking placed by subconsultants prior to the start of the survey will be located, e.g., wetland flags, soil test pits, and septic test pits. The Topographic Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 1-foot contour interval in sufficient detail for your engineer, planner, and subconsultants to determine slope gradients as may be required by the primary reviewing jurisdiction. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, aboveground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible.
2. Contact the private utility locate company and coordinate the locating of the underground utilities prior to commencement of the survey. The locate company will locate conductible utilities. Wet utilities not observable from the surface will require a more detailed locate using different technology and is not part of this proposal.

Meetings:

- *None anticipated*

Assumptions:

- *Preparation of jurisdiction specific right-of-way plans, if required, will be done on a Time and Expenses basis.*

Deliverables:

- *Revised Topographic and Boundary Survey (AutoCAD dwg and pdf)*

Phase 20 – 90% Design

Task XL2 – Landscape Architecture (Nakano Associates)

BCRA will contract with Nakano Associates for irrigation design. See attached proposal from Nakano Associates for Scope of Services.

Task X02 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare a revised opinion of probable cost for the proposed improvements based on the revised 90% design drawings.

Meetings:

- *None anticipated*

Assumptions:

- *Refer to phase assumptions for the Wards Lake Park – Phase 1 (21167.00.00) scope of work.*

Deliverables:

- *Revised 90% Estimate (pdf)*

PROJECT ASSUMPTIONS

- *Refer to the project assumptions for the Wards Lake Park – Phase 1 (21167.00.00) scope of work.*



Proposal to Provide Consulting Services

Date: December 19, 2022

Prepared For: **BCRA Design**
Attn: Andrew Cirillo
2106 Pacific Ave., Suite 300
Tacoma, WA 98402
Email: acirillo@bcradesign.com
Phone: 253-314-0143

Project Details: South Trails Area – Wards Lake Park, Lakewood
ISA Level 2 Risk Assessment
Construction Impacts and Tree Protection Plan

Notice to Client

Urban Forestry Services | Bartlett Consulting are Divisions of the F.A. Bartlett Tree Expert Company (Bartlett Tree Experts) and prepared this proposal at the owner/client's direction to assist with making tree/shrub management decisions. In addition to the recommended scope of work below, we advise the owner/client to have a qualified arborist inspect the property periodically to assist in identifying potential risks or hazardous conditions related to the trees/shrubs on the property. Doing so will allow the owner/client to make informed decisions about the tree/shrub conditions and the prioritization of future work.

Scope of Work

Urban Forestry Services | Bartlett Consulting will conduct an ISA Level 1 Limited Visual Assessment of trees in the south area of Wards Lake Park being developed with a dog area and other features (see area on Map 1 below). Individual trees identified in the Level 1 assessment with potential structural defects and a medium or high likelihood of impact will be included in an ISA Level 2 Basic Risk Assessment. The anticipated impacts from clearing and construction will be evaluated for trees whose critical root zones overlap the dog park area or other construction projects identified by the client on a site plan they provide.

The complete scope of the assignment is as follows:

1. Site Visit

- a. Schedule a site visit by a qualified arborist within 40 days of a signed proposal to inspect the trees described above.
- b. Perform a Level 1 and Level 2 assessment on the trees in the assessment area on the south side of the park. The consequences of a failure and impact will be evaluated to determine the risk associated with a certain tree part for trees in the Level 2 assessment. Basic Level 2 data will include:
 - i. Location
 - ii. Species
 - iii. Size (DBH, dripline, critical root zone)
 - iv. Condition and Viability

- v. Risk rating
- vi. Photographs to document condition or character
- vii. Numbered tag

2. Arborist Report:

- a. A general description of the tree stand in the assessment area.
- b. Risk assessment methodology and terminology.
- c. A tree assessment site plan showing the location of trees tagged in the Level 2 assessment.
- d. Recommendations for mitigating risk for trees with a higher likelihood of failure and likelihood of impact.
- e. The limits of disturbance for trees potentially affected by construction and general guidelines for mitigating impacts.
- f. The location of tree protection measures, such as fencing, on a tree assessment site plan.

3. Meetings and Design Discussion

- a. After submitting the arborist report, participate in any discussions with the project architect and manager related to tree management.
- b. Attend and participate in any public hearings or meetings organized by the client or the City.
- c. Respond to design changes and update the tree risk assessment or tree protection plan accordingly.

Fees

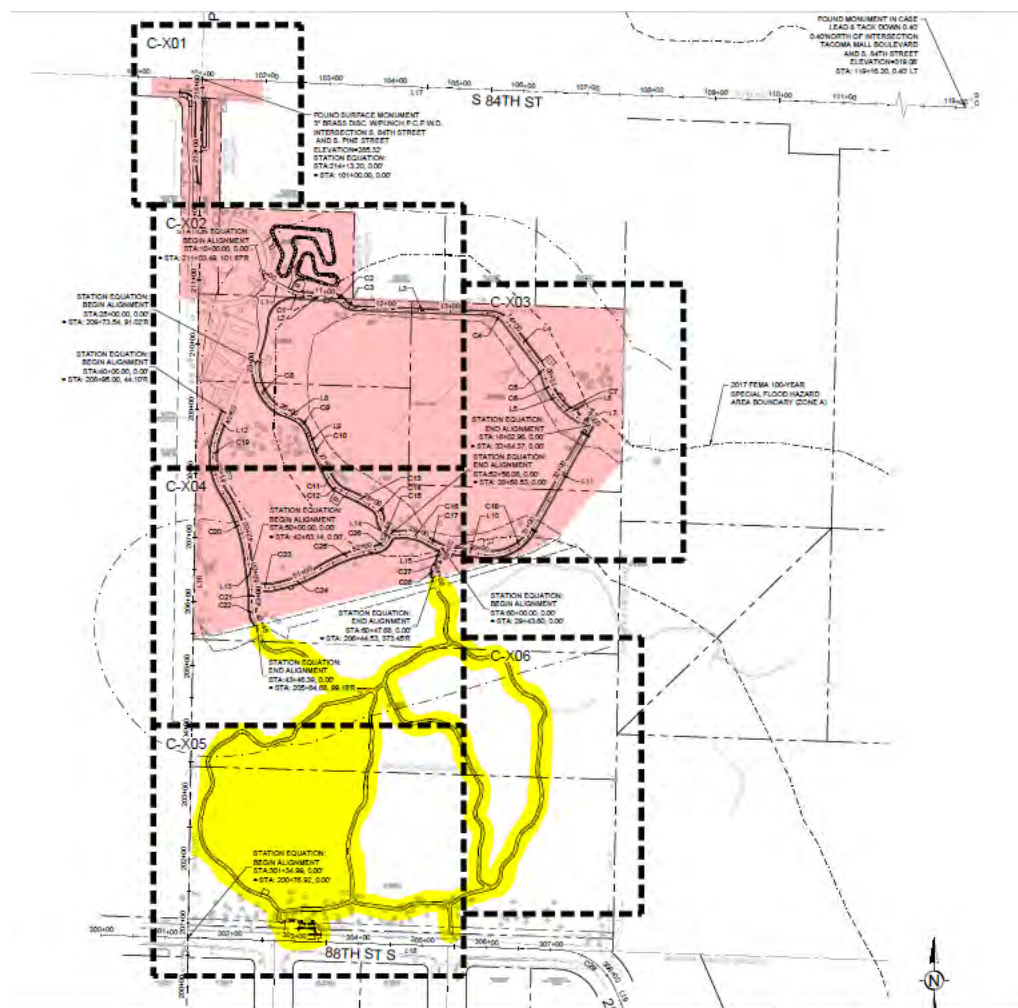
The work described above for **Item 1 and 2** shall be performed for a fee of \$2,560. The work described for **Item 3** shall be billed hourly at the request of the client up to a not-to-exceed fee of \$1,110. Any additional services requested beyond the scope of Item 1, 2, and 3 will be billed hourly at the rates listed below, including travel time, and initiate a separate contract. Urban Forestry Services | Bartlett Consulting will invoice the owner/client upon completion of the deliverables. Payment is due upon receipt of the invoice.

Additional Services and Fees

Additional work requested by the owner/client, such as additional site visits or report revisions, or attendance at meetings, shall be billed at the following hourly rates:

- | | |
|--------------------------------|------------------|
| • Managing Consulting Arborist | \$195 per hour |
| • Senior Consulting Arborist | \$195 per hour |
| • Consulting Arborist | \$185 per hour |
| • Field Consulting Arborist | \$145 per hour |
| • Administrative Assistant | \$70 per hour |
| • Mileage | \$0.625 per mile |

Map 1. The assessment area is highlighted in yellow. Image provided by BCRA Design.



Tree Risk Assessment Methodology

Urban Forestry Services | Bartlett Consulting applies the methodology defined by the *International Society of Arboriculture* in its *Best Management Practices for Tree Risk Assessment* to identify tree risk ratings.

One important factor that the arborist must consider is the potential injury to a person from a tree failure. To determine an appropriate level of tree or tree part risk, the arborist will consider one of the highest occupancy rate categories for any persons who are deemed to be potential targets of a tree or tree part failure of the tree being assessed, unless the owner/client states otherwise. Also, the highest consequence category is typically assigned whenever a person(s) may be injured from a tree failure. Doing so will potentially result in a higher risk rating of the assessed tree; however, we believe this to be a more prudent method to use when considering the possible injury, the impact of a failed tree or tree part can cause to a person.

If, during the field assessments, the arborist believes that a more involved assessment, such as a Level 2 basic or Level 3 advanced assessment is required, or if the owner/client requests additional assessments, a separate proposal for such additional work will be provided with a cost estimate and must be authorized by the owner/client in writing prior to such services being performed.

Once the field portion of the tree risk assessment is completed, the arborist will prepare a written report for the owner/client, which will provide information to help the owner/client make decisions regarding the management of the tree(s) being assessed.

Conditions of Proposal

This offer is valid for 45 days. Unless accepted, our offer will be considered withdrawn after 45 days.

Before entering into this agreement, the owner/client must inform Bartlett Tree Experts of any additional requirements that may affect the work or proposal pricing (such as the owner/client's contractual terms, the owner/client's insurance requirements, or the owner/client's timing requirements of the work). Bartlett Tree Experts reserves the right to terminate the contract, without penalty, and submit a revised proposal and pricing if the owner/client presents additional requirements after they have accepted the original proposal.

Prior to conducting the Level 1 limited visual assessment, the owner/client must recognize that evaluating the potential for tree risk and failure is not an exact science. While many factors will be considered during such an assessment including the extent of any defects, the species of tree, the tree characteristics, and environmental conditions, the owner/client must understand that all trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. The purpose of this assessment is to help the owner/client understand which tree or trees appear to possess a higher degree of likelihood or potential for failure based on accepted industry practices; it is not meant to declare any tree to be "safe" or unlikely to be hazardous. As such, the owner/client should not infer that any tree not identified as having an imminent or probable likelihood of failure or not identified with a moderate, high, or extreme overall risk rating is "safe" or will not fail in any manner.

All recommendations made by Bartlett Tree Experts will be based on the defects which are present and detectable at the time of the assessment, and the commonly accepted industry practices for reducing or minimizing the risks associated with the trees. Tree conditions, though, can change, and some hazards may not be present or detectable through the inspection process. As such, Bartlett Tree Experts can make no guarantees or warranties of any kind that all defects will be detected, nor can Bartlett Tree Experts accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was assessed or not, or whether any recommendations to mitigate risk were followed or not.

In addition, to the fullest extent permitted by law, the owner/client agrees to indemnify and hold harmless Bartlett Tree Experts from any third party lawsuits or claims based on the past, present, or future conditions of the owner/client's trees, or decisions made by the owner/client regarding the trees, or injuries or damages caused by any future tree or tree part failures, which are under the ownership and control of the owner/client, that Bartlett Tree Experts may suffer as the result of any negligent action, inaction, or decisions made by the owner/client regarding the trees.

Risk assessment information is to be considered valid as of the time and date of inspection.

Tree risk assessment definitions are provided with this proposal to assist the owner/client with understanding specific industry vocabulary.

Notice of Right to Cancel

You, the owner/client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Urban Forestry Services | Bartlett Consulting, in writing of your intent to do so, referencing the work location and project.

Need for Future Inspections

It shall be the responsibility of the owner/client to ensure that a qualified arborist inspects all trees annually, or after any major weather event, to monitor the risk associated with the trees on the aforementioned property.

Additional Terms

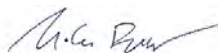
After reviewing the *additional information and terms and conditions* provided with this proposal, which becomes part of this agreement, please sign and return a copy. In the event that the owner/client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. Should you have any questions or need further information, please contact me directly at 360-503-9654.

Offer

Urban Forestry Services | Bartlett Consulting will perform the above-referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Urban Forestry Services | Bartlett Consulting

Representative Signature:



Date:

December 19, 2022

Printed Name:

Miles Becker

Authorization to Proceed

I hereby authorize Urban Forestry Services | Bartlett Consulting to perform the above services. Unless otherwise agreed upon in writing by Urban Forestry Services | Bartlett Consulting, I agree to make a total payment of the estimated costs and all authorized additional costs upon completion of the work.

Owner/Client's Signature:

Date:

Printed Name:

Tree Risk Assessment Vocabulary

Tree risk assessment has a unique set of terminology with specific meanings. A complete list of tree risk vocabulary and procedures may be found in the International Society of Arboriculture's (ISA) *Best Management Practice (BMP) for Tree Risk Assessment* or the American National Standards Institute (ANSI) *A300 Tree Risk Assessment Standard*. The following information is provided to assist the owner/client with understanding some of the common industry phrases or language, and some of the procedures and methodologies associated with the industry language used in the proposal and/or report.

Vocabulary Used Throughout Proposals and Reports

Inspection interval is the recommended amount of time between inspections or assessments.

Occupancy rates categorize the estimated time a target is physically within a target zone. Occupancy rate is classified as rare, occasional, frequent, or constant.

Overall risk rating is the highest individual risk identified for the tree.

Residual risk is the estimated level of risk that will remain after the recommended mitigation efforts to reduce the risk have been made. This estimate is provided to help the client understand that some level of risk may still exist and plan appropriately for future risk management.

Risk is the likelihood of an event and its consequences.

Risk rating for a tree or tree part is the combination of the likelihood of failure, the likelihood of impact, and the consequences.

Time frame is the period the assessor uses in which to estimate the likelihood of failure in all categories except the "imminent" category. The use of a time frame is meant solely to help the assessor better determine the portions of the risk analysis which are time dependent. The owner/client should never consider the time frame a "guarantee period" for the risk assessment or that the tree will not fail or is safe within the stated time frame.

Targets are people, property, or activities that could be injured, damaged or disrupted by a tree or tree part failure.

Target occupancy rates are typically identified based on information obtained from the owner/client prior to conducting the assessment, as well as information gained during the limited time the assessor evaluates the tree and site. Targets, target zones, and occupancy rates may be adjusted based on observations during the assessment.

Target zones are the areas where a tree or tree part is likely to land if it were to fail. The target zone(s) is determined in the field at the time of the assessment.

Trees can generally be defined as a woody perennial plant with a single trunk, defined crown, and will reach a minimum height of 15 feet at maturity.

Tree parts include branches, fruit, and trunks.

Tree risk is the likelihood of a tree failure impacting a target and the severity of the consequences.

Tree risk assessment is the systematic process used to identify, analyze, and evaluate tree risk. Tree risk assessments are conducted to assist the tree owner or client in better understanding the risk their trees pose so they can make management decisions to reduce or minimize those risks. Tree risk assessments focus on evaluating the structural integrity of the tree crown, branches, trunks, and roots and root collar.

Tree risk assessors are trained arborists or qualified professionals with experience in performing tree risk assessments.

Vocabulary Used to Communicate Occupancy Rates

Constant indicates a target is present in the target zone at nearly all times, 24 hours a day, seven days a week.

Frequent indicates a target is present in the target zone for a large portion of the day or week.

Occasional indicates a target is present in the target zone infrequently or irregularly.

Rare indicates a target zone that is not commonly used by people or other mobile/movable targets.

Vocabulary Used to Communicate the Likelihood of Failure

Imminent indicates that failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load.

Probable indicates that failure may be expected under normal weather conditions within the specified time frame.

Possible indicates that failure could occur, but is unlikely under normal weather conditions within the specified time frame.

Improbable indicates that failure is not likely during normal weather conditions, and it may not fail in extreme weather conditions within the specified time frame.

Vocabulary Used to Communicate the Likelihood of Impacting a Target

High indicates that a failed tree or tree part will most likely impact a target.

Medium indicates the failed tree or tree part could impact the target but is not expected to do so.

Low indicates that the failed tree or tree part is not likely to impact a target.

Very low indicates that the likelihood of a failed tree or tree part impacting the specified target is remote.

Vocabulary Used to Communicate the Likelihood of a Failure Impacting a Target

Very likely to impact a target is reached by an imminent likelihood of failure and high likelihood of impact.

Likely to impact a target can be reached by an imminent likelihood of failure and medium likelihood of impact; or probable likelihood of failure and high likelihood of impact.

Somewhat likely to impact a target can be reached by one of the following combinations; an imminent likelihood of failure and low likelihood of impact; probable likelihood of failure and medium likelihood of impact; or possible likelihood of failure and high likelihood of impact.

Unlikely to impact a target can be reached by one of the following combinations; a possible or probable likelihood of failure and low likelihood of impact; possible likelihood of failure and medium likelihood of impact; improbable likelihood of failure with any likelihood of impact rating; or any likelihood of failure rating with very low likelihood of impact.

Vocabulary Used to Communicate the Consequences of Failure and Impact

Severe consequences could involve serious personal injury or death, high-value property damage, or major disruption to important activities.

Significant consequences are those that could involve substantial personal injury, property damage of moderate to high value, or considerable disruption of activities.

Vocabulary Used to Communicate the Consequences of Failure and Impact

Minor consequences are those that are believed will only cause minor personal injury, low-to-moderate-value property damage, or small disruption of activities.

Negligible consequences are those that are believed will not result in personal injury, will only involve low-value property damage, or disruptions that can be replaced or repaired.

Vocabulary Used to Communicate Overall Risk Ratings

Extreme risk applies in situations in which failure is imminent, there is a high likelihood of impacting the target, and the consequences of the failure are severe.

High risk situations are those for which consequences are significant and likelihood is very likely or likely; or consequences are severe and likelihood is likely.

Moderate risk situations are those for which consequences are minor and likelihood is very likely or likely; or likelihood is somewhat likely and consequences are significant or severe.

Low risk situations are those for which consequences are negligible and likelihood is unlikely; or consequences are minor and likelihood is somewhat likely.

Explanation of Tree Risk Levels

The three levels of tree risk assessment defined in the *ANSI A300 Tree Risk Assessment Standard* are:

I. Level 1: Limited Visual Assessment

This level of assessment provides a visual assessment from a defined perspective (e.g., from the sidewalk, street, or aerial view) of an individual tree or population of trees to assess risk to specified targets from obvious defects or specified conditions.

Level 1 assessments are typically performed to quickly assess large populations of trees or conduct a rapid assessment of an individual tree. The assessor views only one side of the tree while walking on a sidewalk, being unable to access a neighboring property, looking from a slow-moving car, or from above with a drone, helicopter, or airplane.

A Level 1 assessment requires the client to identify the location and/or selection criteria of trees to be assessed. The assessor may:

1. Determine the most efficient route and document the route taken.
2. Assess the tree(s) within the area from the defined perspective (e.g., walk-by or drive-by).
3. Record the location of trees that meet the defined criteria (e.g., significant defects or other conditions of concern).
4. Evaluate the risk (risk rating is optional).
5. Identify trees requiring a higher level of assessment (Level 2 or Level 3) and/or prompt action.
6. Submit risk mitigation recommendations and/or a report.

Limitations: Level 1 assessments are the least thorough means of assessment. They are typically from one perspective, such as a walk-by, a drive-by, or aerial view. This level of assessment is most commonly used to prioritize higher-risk trees within larger groups of trees when there are budgetary, time, or other management constraints. Some defects or conditions will not be visible to the inspector, nor will all conditions visible at all times of the year; therefore, not all higher-risk trees will be accurately identified. In addition, the assessment may not provide enough information to assign a risk rating, make a risk mitigation recommendation, or determine residual risk.

II. Level 2: Basic Assessment

A Level 2 assessment is a detailed visual inspection of a tree and its surrounding site and a synthesis of the information collected. It requires a 360° ground-based inspection around a tree, including the site conditions, visible buttress roots, trunk, branches, and crown.

The Level 2 assessment may include using tools such as binoculars, mallet, or probe at the discretion of the assessor or at the request of the owner/client.

At this level, the assessor may:

1. Locate and identify the tree or trees to be assessed.
2. Determine the targets and target zone for the tree or tree part(s) of concern.
3. Review the site history and conditions, and species failure profile.
4. Assess potential load on the tree and its parts.
5. Assess general tree health.
6. Inspect the tree visually which may include the use of common tools such as binoculars, mallet, probes, and/or shovels, as specified in the Scope of Work.
7. Record observations of site conditions, defects, indicators of internal defects, and response growth.
8. If necessary, recommend a Level 3 advanced assessment.
9. Analyze data to determine the likelihood of failure, likelihood of impact, and consequences of failure to evaluate the degree of risk.
10. Develop mitigation options and estimate residual risk for each option.
11. Recommend a re-inspection interval.
12. Prepare and submit a report.

Limitations: Level 2 assessments only include conditions and defects that can be detected from a ground-based visual inspection on the day of the assessment. Below-ground, internal, or upper-crown conditions, decay, and defects may not be detected.

III. Level 3: Advanced Assessment

A Level 3 assessment is performed to provide detailed information about specific tree parts, defects, targets, or site conditions. These are usually conducted in conjunction with or after a Level 2 assessment with owner/client approval. Specialized equipment, data collection and analysis, and/or expertise are usually required for Level 3 assessments.

At this level, the assessor may:

1. Locate and identify the tree or trees to be assessed.
2. Determine the targets and target zone for the tree or tree part(s) of concern.
3. Review the site history and conditions, and species failure profile.
4. Assess potential load on the tree and its parts.
5. Assess general tree health.
6. Inspect the tree and/or site using advanced techniques as specified in the Scope of Work.
7. Record results from advanced techniques.
8. Analyze data to determine the likelihood of failure, likelihood of impact, and consequences of failure to evaluate the degree of risk.
9. Develop mitigation options and estimate residual risk for each option.
10. Recommend a re-inspection interval.
11. Recommend other advanced assessments, if necessary.
12. Prepare and submit a report.

*Items 1-5 may be included in the associated Level 2 assessment.

Procedures and Methodologies Often Used For Level 3 Assessments

Level 3 procedures and methodologies, which are referred to as technologies, may include:

Procedure	Methodology
Aerial inspection and evaluation of structural defects in upper stems and branches	<ul style="list-style-type: none"> • visual inspection from within the tree crown or from a lift • unmanned aerial vehicle (UAV) photographic inspection • decay testing of branches
Detailed target analysis	<ul style="list-style-type: none"> • property value of anything potentially impacted by tree failure • use and occupancy statistics • potential disruption of activities such as road blockage or an electrical outage
Detailed site evaluation	<ul style="list-style-type: none"> • history evaluation • soil profile inspection to determine root depth • soil mineral and structural testing
Decay and wood analysis	<ul style="list-style-type: none"> • increment boring • drilling with small-diameter bit • resistance-recording drilling • single path sonic (stress) wave • sonic tomography • electrical impedance tomography • radiation (radar, X-ray) • advanced analysis for pathogen identification
Health evaluation	<ul style="list-style-type: none"> • tree ring analysis (in temperate zone trees) • shoot length measurement • detailed health/vigor analysis • starch assessment
Root inspection and evaluation	<ul style="list-style-type: none"> • root and root collar excavation • root decay evaluation • ground-penetrating radar
Storm/wind load analysis	<ul style="list-style-type: none"> • detailed assessment of tree exposure and protection • computer-based estimations according to engineering models • wind reaction monitoring over a defined interval

Procedure	Methodology
Measuring and assessing the change in trunk lean	<ul style="list-style-type: none"> • visual documentation • digital level
Load testing	<ul style="list-style-type: none"> • hand pull • measured static pull • measured tree dynamics

Limitations: Level 3 assessments that include specialized technologies may have uncertainty and require qualified estimations. Exact measures may not be feasible.

Conclusion

Regardless of the level of assessment conducted, every assessment is limited to the trees identified in the scope of work, conditions detectable at the time of the assessment, the level of communication with the owner/client, and other conditions that affect the assessor's ability to collect information. Not all defects and conditions are detectable, and not all tree failures can be predictable. Trees are living organisms, and as such, every tree's structural conditions change over time.

General Terms for Commercial Consulting Services

The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related consulting services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of the Work, the Goals, the Specifications, the Schedule of the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1 TREE RISK

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the Scope of Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the Scope of Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site begins and ending when the performance on the site concludes.

2.4 Compliance

Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.

2.5 Access Over Roads, Driveways, and Walkways

The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during working hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during working hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.

2.6 Personnel

Bartlett Tree Experts will determine and provide the correct Bartlett personnel for completing the Work based scope of the project, the expertise needed, and the geographic location of the work, in order to meet the goals of the Client.

2.7 Accuracy of Information Provided By the Client or By Third Parties Acting on Behalf of the Client

- (a) The Client acknowledges that Bartlett Tree Experts cannot be held responsible for the accuracy of or content of information provided by the Client or third parties acting on behalf of the Client, including but not limited to: the legal description of the property, issues of title and/or ownership of the property, software programs, property and property line locations and/or boundaries, or other pieces of information provided which are integral to the final outcome of the consulting Work.

- (b) The Client agrees to correct any errors in any such inaccurate information that it or any third party acting on its behalf, provides Bartlett Tree Experts, once the inaccuracy is known, if such information will be necessary for Bartlett Tree Experts to base its final analysis, management plans, written reports, information or recommendations on for the finalization of the Work.

2.8 Information Provided By Reliable Sources

In certain circumstances, Bartlett Tree Experts may need to engage outside reliable sources to provide specialized information, cost estimates, or opinions. Bartlett Tree Experts will make every effort to engage reputable and reliable sources, and will communicate the use of these sources to the Client if such sources are used to help determine an integral part of the Work.

2.9 Tree Locations, Maps, Sketches, and Diagrams

The Client acknowledges that Bartlett Tree Experts may use several means and methods to provide tree locations on maps,

Article 2 THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the Scope of Work are owned by the Client or that the Owner has authorized the Client to include them within the Scope of Work.

2.2 Specified Trees or Work

The specific trees, shrubs, plant materials or work described in the Scope of Work or in the Agreement will be the only trees, shrubs, plant materials, or work included in the scope of the consultative services or Work performed by Bartlett for the Client.

2.3 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.

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- sketches, or drawings, and that the use of tree locations on maps, sketches, diagrams, and/or in pictures are intended to aid the Client in understanding the deliverables provided, and may not be to scale and should not be considered precise locations, engineering surveys, or architectural drawings.
- 2.10 Global Positioning Systems**
- The Client acknowledges that all global positioning system (GPS) devices used to locate trees, shrubs, and plant material, have some accuracy limitations, and regardless of the methodologies or software programs used to enhance the accuracy of the locations, there will always be some level of meter or sub meter locational discrepancies within any deliverable product.
- 2.11 Advice, Opinions, Conclusions, and Recommendations**
- (a) The Client Acknowledges that all advice, opinions, conclusions, and recommendations provided represent the professional objective opinion(s) of Bartlett Tree Experts; which are in no way predetermined, or biased toward any particular outcome.
- (b) The Client acknowledges that all advice, opinions, conclusions, and recommendations provided verbally or in written format such as email, management plans, or reports will be based on the present status of the tree(s), property(s), environmental conditions, and industry standards. Any advice, opinions, conclusions, and recommendations provided do not take into account any future changes in environmental conditions or changes to current industry standards which are unknown and unforeseen at the time the Work is performed.
- 2.12 Tree Risk Assessments and Inventories**
- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a *Level 1 Limited Visual*, *Level 2 Basic*, or *Level 3 Advanced assessment* of tree risk for any tree or group of trees for the Client in accordance with industry standards, the Client understands that any *risk ratings* and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory.
- (b) The Client acknowledges that any recommendations made to mitigate risk factors will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation or remove the risk factors rests solely with the Client.
- (c) The Client understands that all *risk ratings* used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree not identified as having an *imminent or probable likelihood of failure*, or not identified with a *moderate, high, or extreme risk rating*, or not having a condition rating of *poor* or *dead* is "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.
- 2.13 Tree or Plant Value Appraisals**
- (a) The Client acknowledges that tree appraisal is not an exact science. If the Client Agreement is for Bartlett Tree Experts to provide the Client with an appraisal estimate of cost or value, or estimated tree asset value, for specified trees or plant materials, the Client understands that those estimates will be based on a combination of visible conditions at the time of appraisal, information or pictures provided by the Client, local knowledge, information and/or cost estimates provided by local nurseries or plant wholesalers, information and/or costs provided by tree care or landscape installation and maintenance companies, industry best practices, and/or asset value software.
- (b) The Client understands that while any such appraisal will be based on one or several accepted industry methods of appraising plant material values, the appraised values provided may or may not be accepted as the final value by third parties, or decision makers in disputes over plant values, such as courts, arbitrators, insurers, or mediation efforts.
- 2.14 Local and Tree-Related Permits**
- Unless the Client Agreement states differently, the Client is responsible for obtaining and paying for all required local or tree related permits required. If the Work stated in the Client Agreement involves Bartlett Tree Experts submitting for, or assisting the Client in submitting for, any kind of local or tree-related permit, the Client understands that Bartlett Tree Experts cannot guarantee the successful outcome. If Bartlett Tree Experts submits a local or tree permit application on behalf of the Client, the Client must provide all necessary information for Bartlett to make such a submittal, and the Client will be responsible for paying for, or reimbursing Bartlett Tree Experts for, all fees and expenses related to the application process, regardless of the outcome.
- 2.15 Expert Witness and Testimony**
- The Client acknowledges that unless the Scope of Work in Client Agreement is specifically to perform Expert Witness services and testimony for the Client, then nothing in the Client Agreement will obligate Bartlett Tree Experts to perform Expert Witness services or provide expert testimony for or on behalf of the Client.
- 2.16 Environmental Benefits Assessments**
- (a) The Client understands that Bartlett Tree Experts may use one or more software, or other programs, developed by other companies or government agencies, which are designed to help provide estimates on the environmental benefits of trees, shrubs, or other plant materials if the Work involves providing an environmental benefit assessment for the Client.
- (b) The Client acknowledges that while Bartlett Tree Experts will be responsible for the correct collection and input of data into any such software or other program used to help estimate environmental benefits of trees, shrubs, and other plant materials, the determinations of the data made by any such program may vary based on the method, software, type, year, or version used at any given time. The Client understands that any such method, software, type, year, or version used is meant to provide a sound, scientific method to help the Client understand the environmental benefits of the collected data.
- 2.17 Tree and Property Hazards and Safety Issues**
- The Client understands that in no way does Bartlett Tree Experts imply, nor should the Client infer that Bartlett Tree

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Experts assumes the responsibility for inspecting, identifying, and correcting tree or property hazards or safety issues on or near the Client's property, or conducting tree risk assessments, for which the Client Agreement does not specify, during the course of any of its ongoing consultative or other activities related to this Agreement.

2.18 Remote Sensing and Tree Canopy Assessments

- (a) If the Work requires Bartlett Tree Experts to evaluate aerial imagery to classify land cover classes, classify random points, or create or manipulate shapefile boundaries, the Client understands that certain factors can prohibit the accuracy of the final Work product, such as: the availability of imagery, files, and shapefiles for the property or site from reliable sources, the accuracy and quality of imagery, files, or shapefiles obtained from reliable sources or provided by the Client, the date of when the imagery, files, or shapefiles were taken or created, and the ability for a person to visually discern the difference between the pixels of aerial imagery.
- (b) If such factors inhibit the accuracy of the Work, Bartlett Tree Experts may choose to conduct visual assessments, or use other means, to verify or classify points or imagery into the required specifications. If such alternate methods are used, Bartlett Tree Experts will communicate the use of such methods to the Client in the final work product. If it is not possible or feasible to use alternative methods, then the Client acknowledges that the final work product may have some gaps in accuracy.

2.19 Use of Drones and Drone-Related Equipment

- (a) If the Work specifies the use of Drones or Drone-related equipment to help collect information, the Client acknowledges that in some cases the use of Drones and Drone-related equipment can provide detailed information, imagery, views, and pictures of a tree(s) or property(s); however, in some cases, not all aspects of a tree(s) or property(s) can be seen or accessed by a Drone. The Client understands that this technology can be limited and should not be used by the Client as the sole decision-making criteria, but rather one of many factors used by the Client in the decision-making process.
- (b) The Client agrees that other methods of obtaining the required information must be included in the Client Agreement, and may be required to be utilized, in addition to or separate from the use of Drones or Drone related equipment in the event that the limitations are too severe to perform the required Work.

2.20 Decay Detection Devices

- (a) The Client acknowledges that all decay detecting devices have limitations, and the use of any such device should be used to supplement information regarding the decay within a tree or trees, and not as the sole source of information.
- (b) If the Work requires the use of a decay detection device, unless the Client Agreement specifies the type of device, Bartlett Tree Experts will decide the most appropriate type of decay detecting device to use based on the conditions present and the information needed to supplement and complete the Work.

2.21 Diagnostic Services

Bartlett Tree Experts may offer diagnostic services as a means of attempting to isolate certain plant pest or soil problems for the Client, and determining the most logical possibility as to the cause of the condition of the trees, shrubs, or plants in question. The Client understands that in some

cases government quarantines may prohibit samples from being sent to a diagnostic clinic, and in some cases, determinations on samples may be inconclusive.

2.22 Tree Preservation, Tree Protection, and Construction and Site Monitoring

- (a) If the Work includes Bartlett Tree Experts conducting or providing tree preservation or tree protection evaluations, tree impact evaluations, recommendations, specifications, and/or documents required by the governing agency, the Client understands that Bartlett Tree Experts will review the project, materials or plans that are provided by the Client, combined with industry best practices and current tree conditions, to arrive at the recommendations and specifications. The Client also understands that trees are living organisms and that even following all industry best practices and specifications cannot guarantee that a tree will survive construction impacts, which may include but are not limited to soil compaction, root damage, inadequate soil moisture, and decrease in tree stability.
- (b) If the Work includes Bartlett Tree Experts conducting or providing tree monitoring during project construction, the Client understands that Bartlett Tree Experts will review the project, materials, or plans that are provided by the Client and/or described by the Client representative at the site, and provide recommendations to the Client to assist with tree preservation or protection, but that the Client will be responsible for ensuring the implementation of such recommendations by the Client or any third parties.

2.23 Irrigation and Recycled Water Assessments

- (a) If the Work requires Bartlett Tree Experts to provide irrigation or recycled water assessments as a means of aiding the Client with their tree care needs, the assessments will be provided using the best known site conditions, the best available water quality information, or the best available water quality test results provided to Bartlett Tree Experts; however, the Client acknowledges that Bartlett Tree Experts cannot provide information on water source, delivery systems, water chemistry, water quality testing methodology, or distribution systems.

2.24 Bird, Water Fowl, and Wildlife Habitat Assessments

If the Work requires Bartlett Tree Experts to provide bird, water fowl, and wildlife habitat assessments or identifications as a means of aiding the Client with their tree care needs and wildlife considerations, the assessments will be based on known site conditions and available industry bird, waterfowl, and wildlife management information.

2.25 Endangered or Protected Species and Habitats

- (a) If the Work is for Bartlett Tree Experts to identify trees or plant materials that may be endangered or protected species, or to identify trees or plant materials that may be primary or secondary habitat for endangered or protected species, or to provide any analysis for a project that may affect any endangered species or protected species or its habitat, then Bartlett Tree Experts will base all reports and information on the existence of any known endangered or protected species and known habitats using government approved endangered or protected species or habitat information.
- (b) The Client acknowledges that Bartlett Tree Experts cannot be responsible for identifying unknown endangered species or habitats.

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2.26 Wetland and Riparian Habitat Mapping

The Client understands that if the Work involves wetland or riparian habitat mapping, such maps will require the Client to provide the tree or plant species considered to be the primary or secondary habitat for the specific species of animal in question, and such maps will be limited to the species information provided as it overlays within the known designated wetland areas.

2.27 Representation Services

If the Work involves a member of Bartlett Tree Experts acting as a representative for, or decision-maker for, the Client, including but not limited to activities such as reviewing, approving or declining tree-related permits, plants, designs, or selections submitted by third parties, then the Client agrees to be the final decision-maker in the event of a third party appeal of an adverse decision or recommendation made by Bartlett Tree Experts with respect to granting or denying a tree related permit, plant, design, or selection submitted by a third party. The Client also agrees to defend Bartlett Tree Experts against any claims made by third parties regarding such decisions or recommendations, and represent the decisions and recommendations of Bartlett Tree Experts, as if such decisions or recommendations were made by the Client.

2.28 Integrated Pest Management

- (a) If the Work includes consultation for integrated pest management services, the Client understands that the final product may involve recommendations for plant health care treatments that will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In creating these recommendations, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that such recommendations may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.
- (c) The Client understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.29 Plant Species Selection

If the Work involves Bartlett Tree Experts providing advice and guidance on plant species selection to aid the Client with their landscape site needs, Bartlett Tree Experts will provide the advice and guidance based on the known site conditions, the available plant species locally at the time, and the plant species characteristics. The Client will be responsible for the planting and maintenance, and ensuring the survival of such plant selections in the landscape.

2.30 Trees and Subsidence Assessments

- (a) If the Work involves Bartlett Tree Experts providing an assessment of relationship between certain trees or tree parts and the subsidence or movement of a building or structure, the Client understands that certain inferences and assumptions will be made given the location, visibility, soil and drainage conditions, size, species, and condition of the tree or trees, and other factors, in order to perform the Work in the least intrusive manner possible.
- (b) Bartlett Tree Experts recommends that the Client reviews any tree related report recommendations, prior to having the work completed, with their structural engineer or other qualified building contractor to help the client determine any potential adverse impact to the buildings or structures.

2.31 Investigation of Covenants, Easements, Constraints, or Restrictions

The Client is responsible for investigating and identifying to Bartlett Tree Experts any covenants, easements, constraints, or other restrictions to the title or deed on the property that may adversely impact Bartlett Tree Experts' ability to perform the Work.

2.32 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett Tree Experts for all the items of the Work that have been completed and all reasonable costs Bartlett Tree Experts has incurred in preparing to perform the remainder of the Work.

2.33 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work, unless specific payment terms have been agreed upon by the parties. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett Tree Experts for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 TREE CONDITIONS

3.1 Cables, Braces and Tree-Support Systems

The Client acknowledges that cables, braces or tree-support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the

General Terms for Commercial Consulting Services

	<p>movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible</p>
<p>(a) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.</p>	
<p>3.2 Lightning Protection Systems</p>	<p>3.6 Client Trees in Hazardous Condition</p>
<p>(a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.</p> <p>(b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.</p>	<p>If the Client Agreement specifies that one or more trees within the Scope of Work are in hazardous condition, have an <i>extreme, high or moderate risk rating</i>, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.</p> <p>3.7 Trees in Poor Health or a Severe State of Decline</p> <p>The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.</p>
<p>3.3 Recreational Features</p>	<p>3.8 Trees Planted and Maintained by Other Contractors</p>
<p>(a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.</p> <p>(b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.</p>	<p>The Client acknowledges that if trees within the Scope of Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the Scope of Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.</p> <p>3.9 Trees with Cones and Large Seed Pods</p> <p>The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.</p>
<p>3.4 Root Pruning</p> <p>In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the Scope of Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.</p>	<p>3.10 Fire Damage</p> <p>(a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make pre-existing defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.</p>
<p>3.5 Stumps, Stump Grinding, Tree Grates</p> <p>The Client acknowledges that if any recommendations call for the removal of certain trees, that the remaining stumps may present tripping hazards, and that it is the Client's responsibility to remove any such tripping hazard, whether such hazard is created by the stump, the grindings if the stump is ground down, or any tree grates that exist.</p>	<p>(b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.</p>

General Terms for Commercial Consulting Services

Article 4 DISPUTE RESOLUTION

4.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

4.2 Third Party Liability

The Client acknowledges that the use of any management plans created, reports written, recommendations, maps, sketches, and conclusions made are for the Client's use and are not intended to benefit or cause damage to any third party. Bartlett Tree Experts accepts no responsibility for any damages or losses suffered by any third party or by the Client as a result of decisions made or actions based upon the use of reliance of the management plans created, reports written, recommendations, maps, sketches, and conclusions made by any third party.

4.3 Limitation of Liability

The maximum liability of Bartlett Tree Experts for any losses incurred by the Client arising out of the Client Agreement or Bartlett Tree Experts' performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett Tree Experts.

Article 5 MISCELLANEOUS

5.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the Client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all decisions related to the safety of each respective tree, shrub, and turf area.
- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the Client's property. It is the responsibility of the Client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

5.2 Severability

If any portion of this Client Agreement is found to be unenforceable, then only that portion will be stricken from the Client Agreement, and the remainder of the Client Agreement will remain enforceable.

5.3 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the Scope of Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred Dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

5.4 Use of Information

The Client acknowledges that the information provided within the Client Agreement and any deliverables provided is solely for the use of the Client for the intended purpose of helping the Client understand and manage their tree care needs. All deliverables must be used as a whole, and not separated or used separately for other purposes.

5.5 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

5.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other Client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

5.6 Entire Agreement

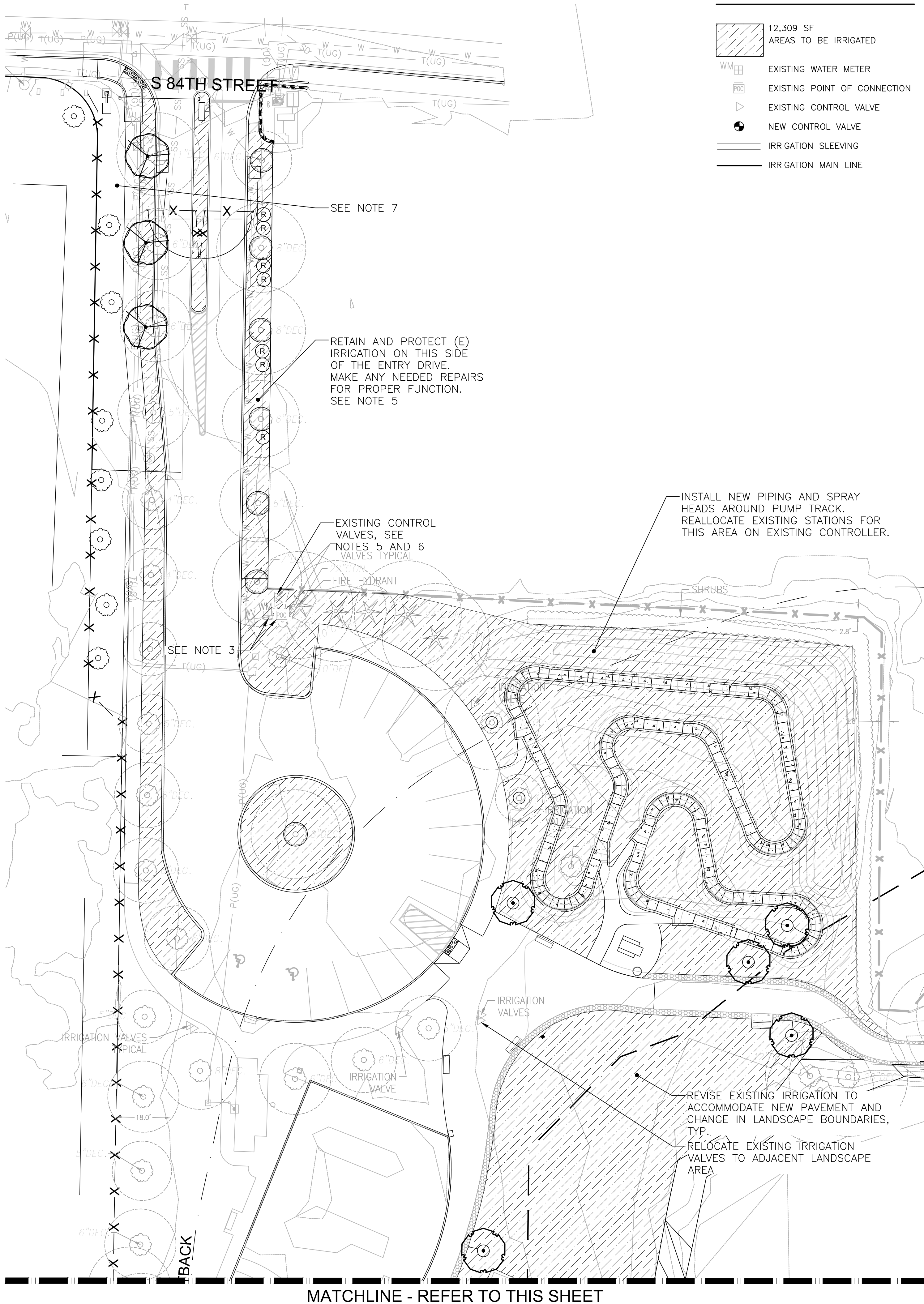
The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.



Nakano Associates Landscape Architects

1. Refer to attached irrigation plan for extent of areas to be irrigated,
2. Site base information, including site and tree survey to be provided by owner.
3. Meetings, other than those noted in the above tasks, shall be additional services.
4. Hours are estimated and may be redistributed between tasks and personnel.
5. Specifications include irrigation specifications only.

DATE PLOTTED: 12/13/2022 10:41:38 AM FILENAME: L300 IRRIGATION PLAN WARDS LAKE PARK.DWG BY: ----

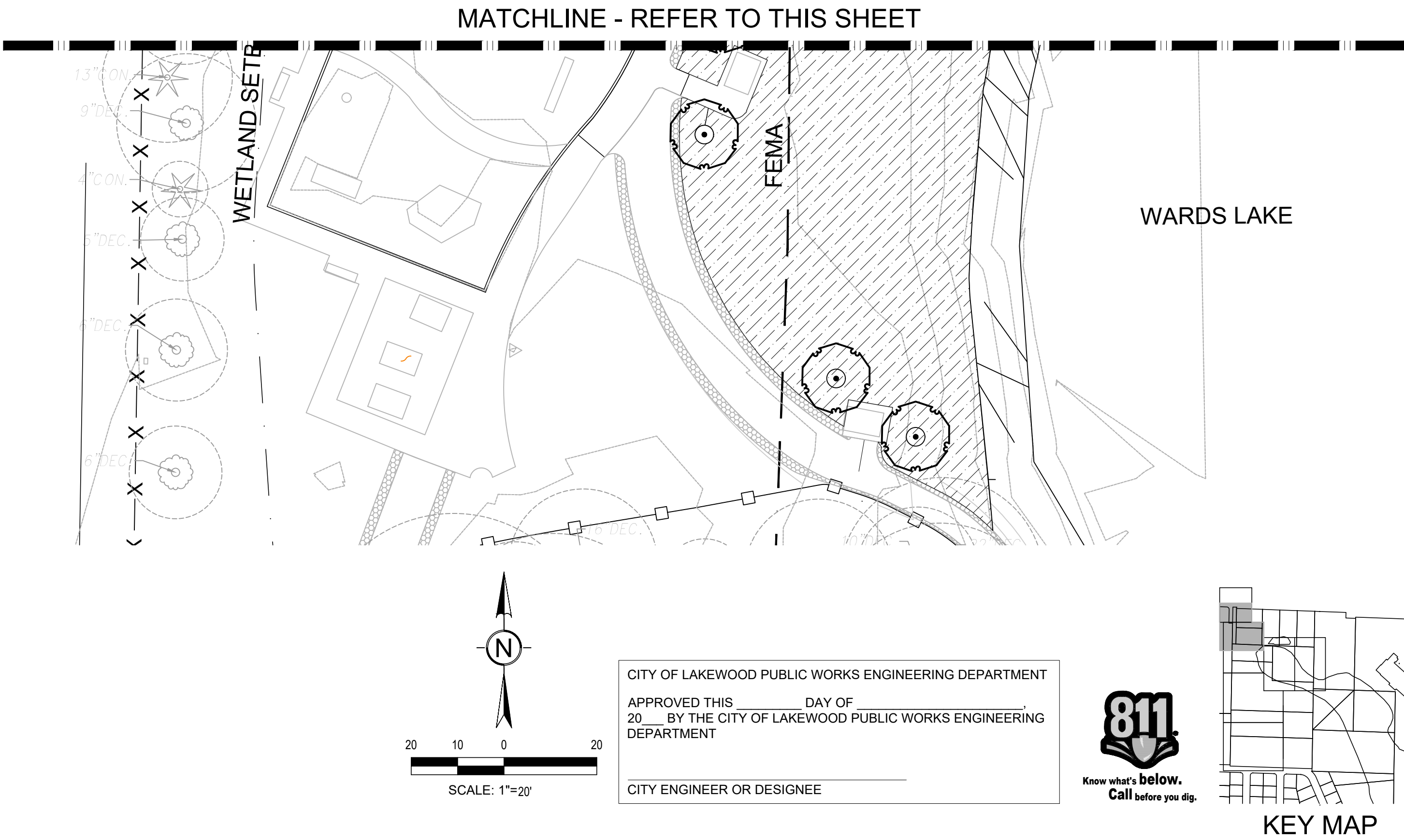


IRRIGATION LEGEND

- 12,309 SF AREAS TO BE IRRIGATED
- EXISTING WATER METER
- EXISTING POINT OF CONNECTION
- EXISTING CONTROL VALVE
- NEW CONTROL VALVE
- IRRIGATION SLEEVING
- IRRIGATION MAIN LINE

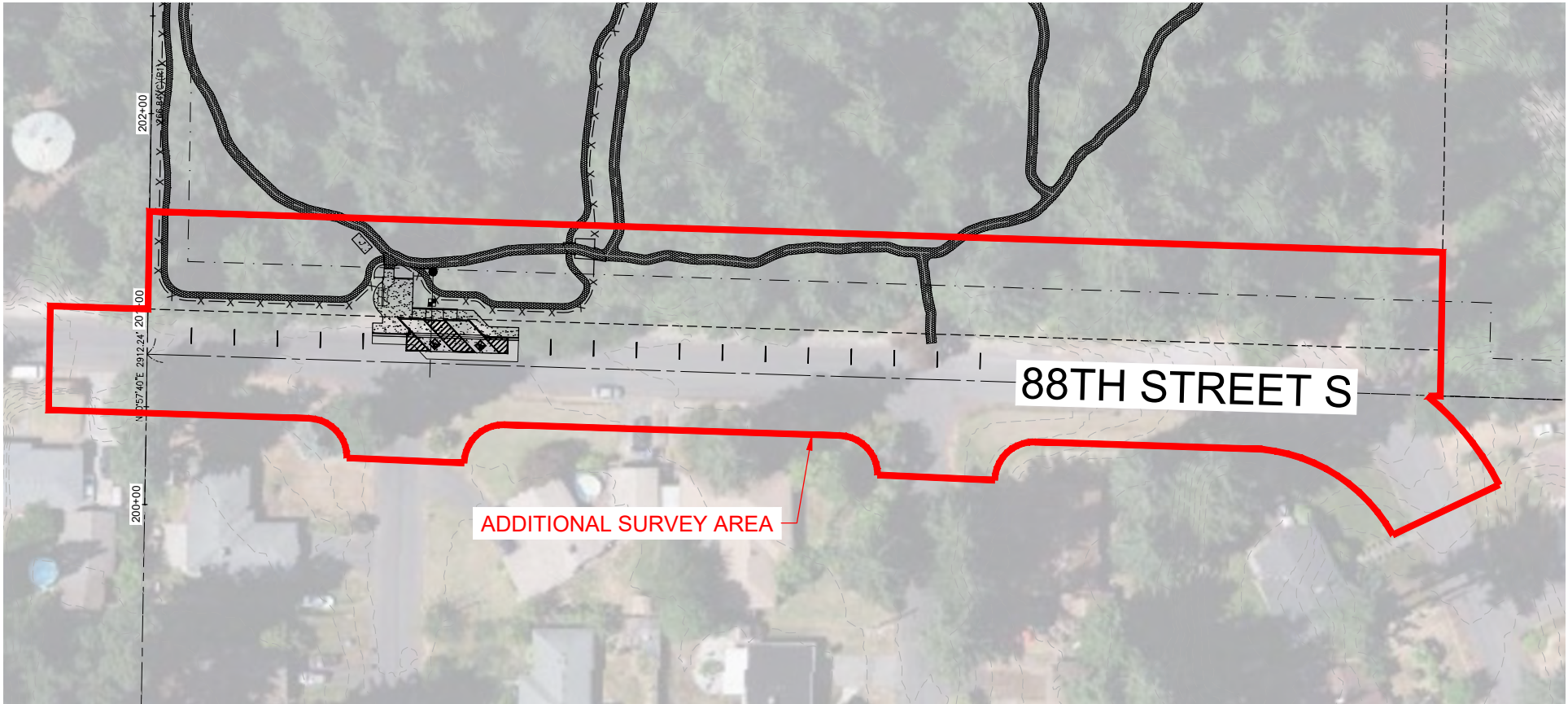
IRRIGATION NOTES

- REFER TO L1 SERIES FOR PLANTING DESIGN. REFER TO SHEET L3XX FOR IRRIGATION SCHEDULE.
- PRIOR TO START OF DEMOLITION, CONTRACTOR SHALL REVIEW AND DOCUMENT CONDITION AND FUNCTION OF EXISTING IRRIGATION ON SITE.
- PROTECT AND RETAIN EXISTING (E) WATER METER AND POINT OF CONNECTION (POC) INCLUDING DVCA, MASTER VALVE, QUICK COUPLER, AND DRAIN VALVE.
- VERIFY STATIC WATER PRESSURE AT IRRIGATION POINT OF CONNECTION PRIOR TO BEGINNING WORK. SUBMIT RESULTS TO OWNER'S REPRESENTATIVE IN WRITING PRIOR TO INSTALLATION OF WORK. ANTICIPATED STATIC PRESSURE IS 30 PSI.
- PROTECT AND RETAIN (E) CONTROL VALVE SERVING EAST SIDE OF ENTRY DRIVE.
- REPLACE AND UPSIZE CONTROL VALVE SERVING WEST SIDE OF ENTRY DRIVE AND ENTRY PLANTING ISLAND FOR INCREASED FLOW, INCREASED NUMBER OF HEADS, AND TO REDUCE FRICTION LOSS. UPSIZE LATERAL PIPES AS NECESSARY FOR FLOW AND TO REDUCE FRICTION LOSS.
- EASEMENT AREA (WEST OF WOOD FENCE TO BE REMOVED)
 - PRIOR TO START OF CONSTRUCTION IN THE EASEMENT, CONTRACTOR SHALL OBSERVE AND DOCUMENT OPERATION AND CONDITION OF THE IRRIGATION ZONE WEST OF THE FENCE UNDER THE LARGE CONIFERS. EXISTING IRRIGATION IN THIS AREA IS OWNED AND OPERATED BY THE NEIGHBOR.
 - REPORT TO THE CITY CONDITION OF THIS IRRIGATION ZONE.
 - UNLESS DIRECTED OTHERWISE BY THE CITY, CAP LINES AND ADJUST LAYOUT OF IRRIGATION HEADS AND PIPES TO ACCOMMODATE WESTWARD SHIFT IN SIDEWALK ALIGNMENT.
- NEW VALVES, MAIN LINES, AND LATERAL LINES ARE SHOWN SCHEMATICALLY FOR GRAPHIC PURPOSES. IRRIGATION EQUIPMENT SHALL REMAIN CLEAR OF ALL PAVEMENT, TREES, AND OTHER EXISTING AND PROPOSED SITE ELEMENTS UNLESS SPECIFICALLY NOTED ON THE PLANS OR DIRECTED BY THE OWNER'S REPRESENTATIVE.
- ALL PIPE SHOWN UNDER PAVING ADJACENT AND PARALLEL TO PLANTED AREAS IS SCHEMATIC AND INTENDED TO BE PLACED IN THAT PLANTING BED.
- INSTALL SLEEVING FOR ROUTING IRRIGATION UNDER ALL NEW PAVEMENT.
- SLEEVING IS REQUIRED FOR ALL IRRIGATION LINES AND CONTROL WIRES UNDER NEW PAVEMENT AND CURBS. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF SLEEVING INSTALLATION AND SPECIFIC LOCATIONS FOR COMPLETE INSTALLATION OF WORK. EXTEND SLEEVING 1'-0" BEYOND THE EDGE OF PAVING. ALL WIRING TO BE IN SEPARATE SLEEVE.
- ALL SLEEVING SHALL BE SCHEDULE 80 PVC, SIZED TWICE THE DIAMETER OF INSERTED PIPE, AND MIN. 3" UNLESS OTHERWISE NOTED.
- SET VALVE BOXES SQUARE TO ADJACENT PAVING.
- ALL ELECTRICAL WIRES, VALVE WIRES, COMMUNICATION CABLES, AND CONDUIT NECESSARY TO INSTALL CONNECTIONS BETWEEN AUTOMATIC CONTROL VALVES AND CONTROLLER ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- MAINLINE SHALL BE 24" MIN BURIAL AND ALL LATERAL LINES SHALL BE MIN. 18" BURIAL. PLACE NO ELLS OR TEES BENEATH PAVING.
- USE TEFLON TAPE ON ALL THREADED PVC FITTINGS.
- NEITHER BENDS NOR JOINTS SHALL BE PERMITTED IN SLEEVES AND PIPES UNDER PAVEMENT.
- PLACE HEADS MIN 4" FROM CURBS, WALKS, PAVED AREAS, AND STRUCTURES.
- ALL WORK WITHIN THE CRITICAL ROOT ZONES OF EXISTING TREES SHALL BE IN ACCORDANCE WITH TREE PROTECTION SPECIFICATIONS AND DETAIL. TRENCHING BY HAND IS REQUIRED WITHIN DRIPLINE OF EXISTING TREES. TRENCHES HAVING EXPOSED TREE ROOTS SHALL BE BACKFILLED WITHIN 24 HOURS UNLESS ADEQUATELY PROTECTED BY MOIST SOIL OR MULCH AS APPROVED.
- REVISE HEAD LAYOUT AND NOZZLES TO PROVIDE HEAD TO HEAD COVERAGE WITH MINIMUM OVERSPRAY TO ACCOMMODATE CHANGE IN LANDSCAPE AND PAVEMENT LAYOUT. NEW HEADS/NOZZLES SHALL MATCH PRECIPITATION RATE OF EXISTING IN ZONE.
- NO IRRIGATION WATER SHALL HIT THE TRUNK OF EXISTING TREES TO BE SAVED.

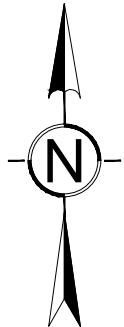


SURVEY EXHIBIT

AMENDMENT NO. 1



SCALE: 1"= 80'





2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

bcradesign.com

February 24, 2023

Stacey Reding
City of Lakewood Parks and Recreation
6000 Main Street SW
Lakewood, WA 98499

Sent VIA Email: sreading@cityoflakewood.us

RE: Wards Lake Park
AMENDMENT No. 1
EXHIBIT 2
BCRA Project No. 21167.00.00

Dear Stacey:

BCRA is submitting this Amendment to provide design and construction management services for the development of Phase 2 of the Wards Lake Park project. Please see Attachment A, dated February 24, 2023, for a description of the Phase 2 improvements and the proposed scope.

Additional Fees

The total additional requested amount is \$389,445 as an hourly fee. Consultant fees shown include a 5% administrative markup. This fee will be added to the new phases and tasks as shown in Attachment B, dated February 24, 2023, once this request is approved. This additional service is governed by our existing Professional Services Agreement dated February 14, 2022.

Closing

Thank you for your partnership in making this project a success. Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Andrew Cirillo, PE
Associate Engineer, BCRA

Approved:

Client Signature

Date

Attachments: Attachment A – Scope of Services
Attachment B – Fees
Attachment C – Plan Exhibit

ATTACHMENT A SCOPE OF SERVICES

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Tacoma, WA 98402

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PROJECT DESCRIPTION

BCRA and their team of subconsultants will provide site investigations and consulting services to design the Phase 2 improvements for Wards Lake Park as described in the Wards Lake Park master plan and shown on the attached plan. These improvements will include the following:

- BMX track with dirt surfacing
- Paved nature trail connecting the southern parking lot to the Phase 1 trail improvements
- Southern parking lot with approximately 12 proposed stalls
- Northing parking lot expansion with approximately 13 proposed stalls
- Playgrounds at both the northern and southern parking lots
- Two picnic shelters near the northern playground
- Frontage improvements along 88th Street east of the Phase 1 improvements

BCRA will also provide construction management services throughout the construction of Phase 2 as described in the Scope of Services.

SCOPE OF SERVICES

Phase 01-2 – Project Management

Task C1 –Civil Engineering

The following activities will be performed:

1. Update the Phase 1 Project Management Plan (PMP) to discuss Phase 2 project goals, risks, communication, and changes.
2. Attend project kickoff meeting with City of Lakewood to review PMP.
3. Prepare subconsultant agreements and manage subconsultants.
4. Monitor and control scope, schedule, and budget.
5. Prepare monthly invoices and progress reports.

Meetings:

- *(1) PMP review meeting (virtual)*

Assumptions:

- *Project management will occur throughout each phase of the project*

Deliverables:

- *Executed contract (pdf)*
- *Project Management Plan (PMP) (pdf)*
- *Monthly invoices and progress reports (pdf)*

Phase 02-2 – Site Investigation

Task C1 –Civil Engineering

The following activities will be performed:

1. Coordinate with surveyor, geotechnical engineer, and critical areas consultants to identify extents of investigations and review results.
2. Visit site to observe existing conditions within the portion of the site related to Phase 2.

Task XB1 – Arborist (Urban Forestry Services)

The following activities will be performed:

1. Visit site and inspect trees for a risk assessment in the additional survey area at the southwest area of the park.
2. Provide a written report with risk ratings for trees and recommendations for mitigating risk to future users of proposed facilities.
3. Evaluate potential impacts from constructing new facilities on trees and recommend measures for tree protection.

Task XG1 – Geotechnical Engineering (GeoEngineers)

The following activities will be performed:

1. Review readily available published geologic data and our in-house files, including our Phase 1 geotechnical report, for existing information on subsurface conditions on site and near the project.
2. Develop a preliminary site map with planned exploration locations and present the map to the project team to discuss the proposed locations.
3. Visit the project site to mark the planned exploration locations and contact the “One-Call” Utility Notification Center, as required by Washington State law. Subcontract a private utility locator, who will attempt to locate conductible underground utilities which may not have been identified by the “One-Call” process.
4. Explore subsurface conditions at the site by completing up to 9 test pits to depths up to about 8 to 12 feet below surrounding grade. Test pit explorations will be completed with an excavator or backhoe and operator under subcontract to GeoEngineers.
5. Conduct geotechnical laboratory testing on selected soil samples.
6. Provide a summary of site soil and groundwater conditions based on literature review findings, explorations and laboratory testing results.
7. Provide seismic design parameters based on the 2018 version of the International Building Code (IBC), and comment on the potential for liquefaction, ground surface fault rupture and lateral spreading at the site.
8. Provide recommendations for site preparation and earthwork including: suitability of on-site material for use as structural fill, temporary erosion and sedimentation controls, temporary and permanent slopes, estimated stripping and clearing depths, subgrade preparation, fill placement and compaction requirements, import fill requirements, wet weather considerations, groundwater handling and site drainage.
9. Provide recommendations for design of shallow foundations and slab-on-grade including bearing surface preparation recommendations, allowable bearing resistances and lateral resistance values.
10. Provide recommended active, passive and at-rest lateral earth pressures for retaining walls and below-grade structures.
11. Provide layer thickness recommendations for asphalt concrete pavement (ACP) and Portland cement concrete pavement (PCC) design sections, including subgrade preparation.
12. Provide recommendations for development, subgrade preparation and surfacing of pedestrian trails including clearing and stripping depth estimates, material recommendations and compaction requirements.
13. Evaluate feasibility of on-site stormwater infiltration in the area of completed explorations. An estimate of infiltration rate(s) of selected soil samples from the explorations based on laboratory grain-size analysis will be provided.
14. Prepare draft and final geotechnical reports.

15. Provide ongoing consultation during design including reviewing and commenting on geotechnical related portions of the project plans and specifications.

Task XL1 – Landscape Architecture (Nakano Associates)

The following activities will be performed:

1. Visit site to observe existing conditions within the portion of the site related to Phase 2.

Task XV1 – Survey (Lanktree Surveying)

The following activities will be performed:

1. Boundary Survey of the property limited to the area shown on the attached plan and based on a title report, provided by the client. The Boundary Survey will be based on NAD83 horizontal datum, as required by the primary reviewing jurisdiction. We will plot easements according to the title report. Observable perimeter occupational indicators will be surveyed and mapped.
2. Survey of the topography and observable improvements on the on-site property limited to the traversable upland portion of the area shown on the attached plan. We will also survey the locations of existing trees in accordance with primary reviewing jurisdiction requirements. Marking placed by subconsultants prior to the start of the survey will be located, e.g., wetland flags, soil test pits, and septic test pits. The Topographic Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 1-foot contour interval in sufficient detail for your engineer, planner, and subconsultants to determine slope gradients as may be required by the primary reviewing jurisdiction. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, aboveground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible.
3. Contact the private utility locate company and coordinate the locating of the underground utilities prior to commencement of the survey. The locate company will locate conductible utilities. Wet utilities not observable from the surface will require a more detailed locate using different technology and is not part of this proposal.

Task XW1 – Critical Areas (GeoEngineers)

The following activities will be performed:

1. Complete a wetland delineation for Phase 2 portions of the Wards Lake Park site, as illustrated on Attachment A, which focused on the southwestern edge of Wards Lake. This includes the following parcels: 0320311006, 0320315005, 0320315006, 0320311012, 0320311005, 0320311029, 0320314042, 0320314043, and 8880900340.
2. Review prior reports and data provided by City staff relevant to the site and/or other adjacent projects in the vicinity of the park.
3. Review publicly available mapping databases to preliminarily identify presence and extent of wetlands and aquatic resources, wildlife habitat, flood zones, or other environmental or permit-related considerations.
4. Review City of Lakewood permit requirements, mitigation requirements, and permit application processes.
5. Conduct a wetland delineation and baseline conditions assessment of the project site. Identify and mark jurisdictional wetland boundaries and document baseline habitat conditions within the project site. This will include an assessment of existing vegetation/habitat conditions that could be improved as part of the mitigation strategy for the site.

6. Work with survey crews and the project engineer to incorporate the wetland boundary and regulatory buffers into the project basemap.
7. Develop a Wetland and Aquatic Areas Delineation Report, including documentation of methods following U.S. Army Corps of Engineers, Washington Department of Ecology, and City of Lakewood regulatory standards, wetland categorization using the Washington State Department of Ecology rating forms, stream typing (if applicable) according to the Washington Administrative Code, associated graphics, and required data forms. Designers will provide a site plan with regulatory buffers to include as an appendix to this report.
8. Subconsultant task management during the execution of this task.

Meetings:

- *None anticipated*

Assumptions:

- *Duration of this phase will be 6 weeks.*
- *Title report shall be provided prior to the field survey.*
- *Preparation of jurisdiction specific right-of-way plans, if required, will be done on a Time and Expenses basis.*
- *The land surveyors are not experts at detailed tree species identification (latin names and genus, etc.) or classification of exceptional trees and cannot provide a tree report.*
- *Disturbance to ground surface and vegetation in geotechnical exploration areas is acceptable.*
- *Cuttings generated during geotechnical drilling can be spread onsite.*
- *Geotechnical explorations can be completed in one 8-hour working day.*
- *Access permissions or permits required for drilling will be provided to GeoEngineers.*
- *Wetland and Aquatic Areas Delineation Report will be specific to Phase 2 improvements and will not encompass other portions of Wards Lake Park.*
- *Critical Areas assessment services at this time will be focused on wetlands occurring on the site; Oregon White Oak priority habitat will not be addressed by GeoEngineers at this time.*
- *Tree retention/removal calculations will be based on the surveyed trees and will not require an arborist review and assessment of each tree. The arborist's review will identify at risk trees that shall be removed, pruned, or monitored but will not provide a comprehensive cataloging of all existing trees.*

Deliverables:

- *Draft and Final Geotechnical Engineering Report (pdf)*
- *Draft and Final Critical Areas Report (pdf)*
- *Tree Risk Assessment Report (pdf)*

Phase 10-2 – 30% Design

Task C1 – Civil Engineering

The following activities will be performed:

1. Prepare 30% design plans, including:
 - a. Cover Sheet (1 sheet)
 - b. Site and Surfacing Plan (5 sheets)
 - c. Grading, Drainage, and Utility Plan (5 sheets)
 - d. Construction Details (2 sheets)
2. Lead design charrette with City staff, key stakeholders, and design team.

3. Prepare and distribute meeting notes from design charette.
4. Schedule and attend pre-application meeting with the City of Lakewood.
5. Develop stormwater models to size stormwater management system.
6. Research BMX track standards and prepare design memo.
7. Coordinate with cost estimator to develop 30% opinion of probable cost (OPC) based on the 30% design plans.
8. Coordinate with City of Lakewood to determine desired Bid Alternatives or Bid Additives, if any.
9. Perform quality control review of 30% documents and revise documents to address comments.
10. Update utility impact exhibit and coordinate with affected franchise utility purveyors.
11. Meet with City of Lakewood to review 30% design.
12. Prepare and distribute meeting notes from 30% review.

Task XL1 – Landscape Architecture (Nakano Associates)

The following activities will be performed:

1. Perform (1) site visit.
2. Participation in (5) design meetings.
3. Participation in BMX track charette.
4. Playground integration coordination with City.
5. Preparation of 30% plans, specifications, and review of costs for the construction contract. The plans, and specifications shall be submitted to the City for review and comment. Plans shall include details for the construction of the proposed improvements. Plans shall be prepared and provided in AutoCAD format. It is anticipated that the 30 %plans shall consist of the following sheets:
 - a. Hardscape Plans
 - b. Irrigation Plans
 - c. Planting Plans

Task XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare opinion of probable cost for the proposed improvements based on the 30% design drawings

Task XS1 – Structural Engineering (PCS)

Refer to the attached scope of services from PCS.

Meetings:

- *(1) Pre-application meeting with City staff (in-person)*
- *(1) 30% design review meeting with City staff (in-person)*
- *(4) Biweekly progress calls between Lakewood Parks and Recreation and BCRA project manager (virtual)*

Assumptions:

- *Duration of this phase will be 8 weeks.*
- *The design of the playgrounds will be coordinated by City of Lakewood Parks and Recreation staff. The consultant will provide the size and location of the area dedicated for the playground equipment and will coordinate with the City and the playground manufacturer to integrate the selected playground equipment into the design.*
- *The design charette will be limited in scope to the BMX track. Stakeholders for this charette will be limited to the Evergreen Bike Alliance.*

- *No additional public meetings are anticipated.*
- *Picnic shelters will be prefabricated structures and will require no structural engineering design beyond footing design.*
- *Infiltration will be available onsite for stormwater management, as is typical throughout the City of Lakewood.*
- *Natural gas service coordination, telecom service coordination, and public wi-fi design services are not included in this task. If determined to be needed for site development, a task supplement will be required.*
- *Traffic Impact Analyses, traffic study, and/or traffic modeling will not be required.*
- *Monument sign and foundation will be designed under a separate contract and are not included as a part of this scope.*
- *30% plans will be on sheet size 22"x34" with a plan view scale of 1" = 20'.*

Deliverables:

- *30% plans (pdf)*
- *30% OPC (pdf)*
- *Meeting agendas and notes*
- *Copies of QC report will be available upon request*

Phase 15-2 – 60% Design

Task C1 – Civil Engineering

The following activities will be performed:

1. Prepare 60% Design drawings including:
 - a. Cover Sheet (1 sheets)
 - b. Demolition and Temporary Erosion and Sediment Control (TESC) Plan (5 sheets)
 - c. Site and Surfacing Plan (5 sheets)
 - d. Grading, Drainage, and Utility Plan (5 sheets)
 - e. Trail Profiles (3 sheets)
 - f. Construction Details (6 sheets)
2. Prepare a preliminary Stormwater Site Plan.
3. Refine stormwater models.
4. Coordinate with cost estimator to develop 60% opinion of probable cost (OPC) based on the 60% design plans.
5. Coordinate with City of Lakewood to determine desired Bid Alternatives or Bid Additives, if any.
6. Perform quality control review of 60% documents and revise documents to address comments.
7. Update utility impact exhibit and coordinate with affected franchise utility purveyors.
8. Meet with City of Lakewood to review 60% design.
9. Prepare and distribute meeting notes from 60% review.
10. Submit 60% plans to the Recreation and Conservation Office (RCO) for review.

Task XL1 – Landscape Architecture (Nakano Associates)

The following activities will be performed:

1. Participation in (5) design meetings
2. Preparation of 60% plans, specifications, and review of costs for the construction contract. The plans, and specifications shall be submitted to the City for review and comment. Plans shall include details

for the construction of the proposed improvements. Plans shall be prepared and provided in AutoCAD format. It is anticipated that the 60% plans shall consist of the following sheets:

- a. Hardscape Plans
 - b. Site Details
 - c. Irrigation Plans
 - d. Irrigation Details
 - e. Planting Plans
3. Preparation of Specifications for the 60% submittal.

Task XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare opinion of probable cost for the proposed improvements based on the 60% design drawings and technical specifications

Meetings:

- (1) 60% design review meeting with City staff (in-person)
- (4) Biweekly progress calls between Lakewood Parks and Recreation and BCRA project manager (virtual)

Assumptions:

- Duration of this phase will be 8 weeks.
- No significant changes to the design concept after the 30% design review will be required.
- 60% plans will be on sheet size 22"x34" with a plan view scale of 1" = 20'.

Deliverables:

- 60% plans (pdf)
- 60% OPC (pdf)
- Meeting agendas and notes
- Copies of QC report will be available upon request

Phase 20-2 – 90% Design

Task C1 – Civil Engineering

The following activities will be performed:

1. Prepare 90% design plans to be used for City of Lakewood Site Development Permit, including:
 - a. Cover Sheet (1 sheet)
 - b. Survey Control Plan (2 sheets)
 - c. Demolition and Temporary Erosion and Sediment Control (TESC) Plan (5 sheets)
 - d. Site and Surfacing Plan (5 sheets)
 - e. Grading, Drainage, and Utility Plan (5 sheets)
 - f. Detailed Grading Plan (2 sheet)
 - g. Trail Profiles (3 sheets)
 - h. Construction Details (6 sheets)
2. Prepare final Stormwater Site Plan.
3. Prepare Stormwater Pollution Prevention Plan (SWPPP).
4. Prepare technical specifications.
5. Submit for coverage under the Construction Stormwater General Permit.

6. Coordinate with cost estimator to develop 90% opinion of probable cost (OPC) based on the 90% design plans.
7. Perform quality control review of 90% documents and revise documents to address comments.
8. Update utility impact exhibit and coordinate with affected franchise utility purveyors.
9. Meet with City of Lakewood to review 90% design.
10. Prepare and distribute meeting notes from 90% review.
11. Fill out site development, tree removal, and building permit applications.
12. Submit permit documents to the City of Lakewood.

Task XL1 – Landscape Architecture (Nakano Associates)

The following activities will be performed:

1. Attend (1) site visit.
2. Participation in (3) design meetings
3. Preparation of 90% plans, specifications, and review of costs for the construction contract. The plans, and specifications shall be submitted to the City for review and comment. Plans shall include details for the construction of the proposed improvements. It is anticipated that the 90% plans shall consist of the following sheets:
 - a. Hardscape Plans
 - b. Site Details
 - c. Irrigation Plans
 - d. Irrigation Details
 - e. Planting Plans
4. Preparation of Specifications for the 90% submittal.

Task XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare opinion of probable cost for the proposed improvements based on the 90% design drawings and technical specifications

Task XS1 – Structural Engineering (PCS)

Refer to the attached scope of services from PCS.

Meetings:

- (1) 90% design review meeting with City staff (in-person)
- (4) Biweekly progress calls between City of Lakewood and BCRA project manager (virtual)

Assumptions:

- Duration of this phase will be 8 weeks.
- City of Lakewood will provide Division 00 specifications.
- BCRA will provide Division 01 and technical specifications in CSI master format.
- Comments received from the City of Lakewood will not significantly alter the design of the park beyond what was shown in the 60% design.
- 90% plans will be on sheet size 22"x34" with a plan view scale of 1" = 20'.

Deliverables:

- Permit documents including applications, drawings, and reports (pdf)
- 90% plans (pdf)

- *90% specifications (pdf)*
- *90% OPC (pdf)*
- *Meeting agendas and notes*
- *Copies of QC report will be available upon request*

Phase 30-2 – 100% Design and Permitting

Task C1 – Civil Engineering

The following activities will be performed:

1. Coordinate with City staff during permit review.
2. Revise documents based on comments received from the City of Lakewood during permit review.
3. Prepare a comment response letter to be included with permit resubmission.
4. Compile approved documents into “For Construction” set for bidding.

Task XL1 – Landscape Architecture (Nakano Associates)

The following activities will be performed:

1. Participation in (2) design meetings (if needed)
2. Preparation of 100% plans, specifications, and review of costs for the construction contract. The plans, and specifications shall be submitted to the City for review and comment.
3. Preparation of Specifications for the 100% submittal.

Task XS1 – Structural Engineering (PCS)

Refer to the attached scope of services from PCS.

Meetings:

- *None anticipated*

Assumptions:

- *Duration of this phase will be 3 months.*
- *One round of comments from the City of Lakewood will be received and responded to during the permitting process.*
- *Budget for Task C1 of this phase is based on approximately 45 hours of work.*

Deliverables:

- *Comment response letter (pdf)*
- *Final Bid Plans, Specifications, and Estimate (pdf)*

Phase 31-2 – Environmental Permitting

Task C1 – Civil Engineering

The following activities will be performed:

1. Attend 1 meeting with City of Lakewood staff to review project and discuss Critical Area permitting requirements.
2. Prepare and submit SEPA checklist to City of Lakewood.
3. Coordinate with City of Lakewood staff for SEPA determination.
4. Respond to 1 round of City of Lakewood review comments to obtain SEPA determination.
5. Prepare a comment response letter to be included with the SEPA resubmission.

Task XW1 – Critical Areas (GeoEngineers)

The following permits or approvals are anticipated to be required for Phase 2:

1. National Environmental Policy Act (NEPA) determination from the National Park Service (NPS)
2. State Environmental Policy Act (SEPA) determination from the City of Lakewood
3. Critical Areas permit from the City of Lakewood
4. Floodplain review by the City of Lakewood

The following activities will be performed:

1. Prepare a NEPA Environmental Assessment (EA) following the format referenced by NPS, which is presented in the Land and Water Conservation Fund State Assistance Program, Federal Financial Assistance Manual, Volume 71, Effective March 11, 2021, as well as our recent experience in completion of Phase 1 NEPA support. This will include development of a narrative report (EA) with the following Chapters: Introduction (Location, Site Description, Purpose and Need, Background and History, and EA Format/Content); Description of Alternatives (Proposed Action and No Action); Affected Environment (Sensitive Species and Habitats, Stormwater, Geology and Soils, and Human and Social Environment); Environmental Impacts (Endangered Species Act, Cultural Resources, Climate, Hazardous Materials, Socioeconomics, Unique Ecosystems, Aquatic Resources, and Other); and Coordination and Consultation (Public Involvement and Section 106 Consultation).
2. Assist the City with updating the Application and Revision (A&R) and Environmental Resources Survey (ERS) Forms
3. Prepare a Wetland Mitigation Plan report describing anticipated project impacts to regulated wetlands and buffers as well as proposed compensatory wetland mitigation that can be implemented on-site. Project impacts will be based on design drawings provided by BCRA. This plan will be used by the City in support of environmental permit applications.
4. Assist the City with internal permit applications (Critical Areas Permit Application).
5. Assist the City and/or BCRA with obtaining letters from the U.S. Army Corps of Engineers and Washington Department of Fish & Wildlife documenting that no permits are needed from these agencies.
6. Participate in meetings with the design team and regulatory agencies as identified in the assumptions below.
7. Provide design support to the design team with regard to environmental constraints, including permit-related design constraints, environmental commitments and proposed design/construction Best Management Practices and Minimization Measures.
8. Communicate with permit agencies during permit review periods.
9. Subconsultant task management during the execution of this task.

Meetings:

- *(1) Critical Area Permit requirement review meeting with the City of Lakewood (in person)*
- *(4) Monthly progress calls between City of Lakewood and BCRA project manager (virtual)*

Assumptions:

- *Duration of this phase will be 5 months.*
- *One round of review comments from the City of Lakewood will be received and responded to during the permit process.*
- *NEPA Environmental Assessment (EA) will follow the format developed during Phase 1, which was based on NPS guidance as referenced above.*

- *The EA document will be streamlined with a focus solely on the topics identified during Phase 1, as identified in the scope outlined above.*
- *Alternatives considered will be limited to the Preferred Alternative and a No Action Alternative.*
- *A&R and ERS Forms will be updated once based on the 60% design submittal.*
- *The EA will be submitted once as Draft for City review, resubmitted as Draft Final for NPS review, and then submitted as Final (3 submittals).*
- *A Cultural Resources Report has been prepared for the project, with an updated APE; no revisions or updates to this report are included. The report may be appended to the EA.*
- *Washington State Department of Archaeology and Historic Preservation (DAHP) will be responsible for coordination with potentially affected tribes; no tribal coordination is included.*
- *There will be no federally endangered or threatened species or designated critical habitats affected by the project; database review documenting absence of affected species and habitats within the Action Area will be sufficient for consultation.*
- *A separate Biological Assessment Report or Biological Evaluation Report will not be prepared.*
- *There will be no new or replaced Pollution-Generating Impervious Surfaces (PGIS) tributary to receiving waters containing listed fish species or modifications to existing conveyance systems that receive runoff from PGIS tributary to receiving waters containing listed fish species as part of the project; changes to the flow of runoff from PGIS can potentially affect listed fish species in receiving waters, expanding the Action Area and complicating the Endangered Species Act (ESA) consultation process.*
- *The proposed work will be performed within the onsite wetland buffer and will therefore require a Critical Area Permit. Compensatory mitigation will be limited to on-site wetland and/or wetland buffer restoration activities, which will be developed by the Landscape Architect for the project. We assume there will be sufficient wetland mitigation opportunity on-site to offset project impacts and that off-site wetland mitigation sites and/or use of Wetland Mitigation Bank Credits will not be needed.*
- *The project does not qualify for a Critical Area Permit exemption.*
- *Section 404/401 Nationwide Permit will not be required from the US Army Corps of Engineers (USACE) and Washington Department of Ecology for any discharge of fill within the wetland. A Hydraulic Project Approval will not be required from the Washington State Department of Fish & Wildlife. For scoping purposes, we assume that all project elements will be designed to avoid wetland fill and/or work in or over Waters of the U.S. and Waters of the State.*
- *City of Lakewood will be the SEPA lead agency; SEPA support is not included.*
- *Wards Lake is not within the jurisdiction of the City of Lakewood Shoreline Master Program; a Shoreline Management Act permit (Shoreline Substantial Development Permit) will not be required.*
- *Floodplain Review is anticipated to be completed by the City of Lakewood using a simple cut/fill balance approach and will not require hydraulic modeling; we also assume no impacts that would trigger ESA documentation requirements, such as a Floodplain Habitat Assessment.*
- *Oregon White Oak Habitat mitigation is not included in this scope; we understand the project objective will be to avoid impacts to protected Oregon White Oak trees and/or associated habitat and no further documentation is requested at this time.*
- *It is believed that these permits are reasonable and attainable and the Consultant team will work to receive approval in a timely manner. However, BCRA cannot guarantee permit approval from agencies having jurisdiction.*
- *Budget for Task C1 of this phase is based on approximately 50 hours of work.*

Deliverables:

- *Draft and Final Wetland Mitigation Plan Report (pdf)*
- *SEPA Checklist (pdf)*
- *Environmental Assessment (EA) for review by NPS for NEPA (pdf)*

Phase 40-2 – Bidding Support

Task C1 – Civil Engineering

The following activities will be performed:

1. Compile Phase 1 and Phase 2 documents for bid advertisement
2. Review and sign final compiled bid package from City of Lakewood prior to advertisement.
3. Attend pre-bid site walk.
4. Prepare and issue up to 2 bid addenda in response to up to 8 bidder questions.
5. Provide bid tabulation after bid opening.
6. Perform preliminary contractor checks after bid opening.

Task XL1 – Landscape Architecture (Nakano Associates)

The following activities will be performed:

1. Respond to Contractor questions through (2) Addenda.

Meetings:

- *(1) Pre-bid walk*

Assumptions:

- *Duration of this phase will be 6 weeks.*
- *Phase 1, as designed under contract 2022-037, and Phase 2, as designed under this contract will be combined into and bid as a single construction contract.*
- *City of Lakewood will run the bid process including advertisement and acting as the primary point of contact.*

Deliverables:

- *Bid questions responses, as required (pdf)*
- *Bid addenda documents, as required (pdf)*

Phase 50-2 –Construction Management

Task C1 – Civil Engineering

1. Conduct Phase 2 portion of pre-construction conference.
2. Prepare and distribute meeting notes from Phase 2 portion of pre-construction conference.
3. Manage materials testing company and review testing reports.
4. Conduct (12) additional weekly construction meetings and prepare meeting notes.
5. Log, manage, and respond to up to 10 Requests for Information (RFIs) submitted by the Contractor for the Phase 2 improvements.
6. Log, manage, and review required submittal packages, identified in the specifications, from the Contractor.
7. Evaluate change order pricing submitted by contractor.
8. Prepare up to four change orders.
9. Review weekly certified payrolls.
10. Prepare monthly payment applications.

The following activities will be performed after substantial completion:

1. Visit the site after substantial completion to prepare punchlist of items to be addressed by the Contractor.
2. Visit the site to backcheck that punchlist work has been completed.
3. Review Contractor's redline as-built drawings and prepare record drawings based on mark-ups.
4. Review warranties and guarantees compiled by the contractor, as required in the specifications.
5. Assemble and transmit a complete copy of all electronic records from the project to the City at the conclusion of the project.

Task XG1 – Geotechnical Engineering (GeoEngineers)

The following activities will be performed:

1. Visit the site for 8 part-time (4-hour) site visits for construction observation services. We will provide a field report summarizing our observations for each site visit.

Task XL1 – Landscape Architecture – Construction Management (Nakano Associates)

The following activities will be performed during construction:

1. Attend pre-construction conference.
2. Review required submittals (8).
3. Respond to (8) RFI's.
4. Perform up to (6) site visits including site reports.
5. Prepare punch list.
6. Backcheck punchlist.

The following activities will be performed after substantial completion:

1. Prepare record drawings based on contractor mark-ups.

Task XS1 – Structural Engineering (PCS)

Refer to the attached scope of services from PCS.

Task XW1 – Critical Areas (GeoEngineers)

The following activities will be performed:

1. Review and respond to up to 2 Requests for Information (RFIs) from Contractor relating to site protection, restoration and mitigation, as required.
2. Review only required submittals identified in the specifications relating to site protection, restoration and mitigation, as required (assume 1 submittal).
3. Conduct site visits to observe and document compliance with site protection (e.g., TESC elements), abutment installation and site restoration during construction; 2 site visits are included at half day each (4 hrs).
4. Prepare a field report documenting the results of each site visit.
5. Associated communication and coordination.

Meetings:

- *Refer to contract 2022-037 for meetings assumed for Phase 1 improvements*
- *(12) Additional weekly meeting with City of Lakewood project manager and general contractor beyond weekly meetings assumed as a part of contract 2022-037*

Assumptions:

- *Duration of this phase of work is assumed to add 3 months to the construction phase duration under contract 2022-037.*
- *Scope and level of effort assume Phase 2 construction is concurrent/combined with Phase 1 construction.*
- *No reporting or presentation to City staff beyond the Parks and Recreation project manager is included.*
- *No monitoring of buffer mitigation work will be required.*
- *City of Lakewood will provide responses, as needed from owner's perspective, for RFI's and submittal reviews.*
- *City of Lakewood will provide on-site inspector as needed.*
- *BCRA will manage the construction phase, including serving as the Contractor's primary point of contact, conducting meetings and preparing meeting notes, preparing pay applications and change orders, materials testing or inspection as needed, and all related administrative and project management tasks*
- *City of Lakewood will provide approval of message schedule and other text or graphic content during this phase.*
- *BCRA will administer the project closeout including coordination for release of retainage to the contractor and conducting financial closeout.*
- *Contractor will provide redlined plans representing all changes to the contract documents made in the field.*
- *Contractor will provide as-built survey for all improvements within City of Lakewood right-of-way*
- *Change orders will be generated, signed, and distributed electronically.*
- *Budget for Task C1 of this phase is based on approximately 200 hours of work.*

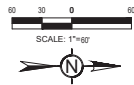
Deliverables:

- *RFI responses, up to 20 as needed (pdf)*
- *Submittal reviews (pdf)*
- *Change orders, up to 4 as needed (pdf)*
- *Monthly pay applications, up to 3 (pdf)*
- *Punchlist (pdf)*
- *As-built drawings (pdf)*
- *Documents necessary for Notice of Completion.*

PROJECT ASSUMPTIONS

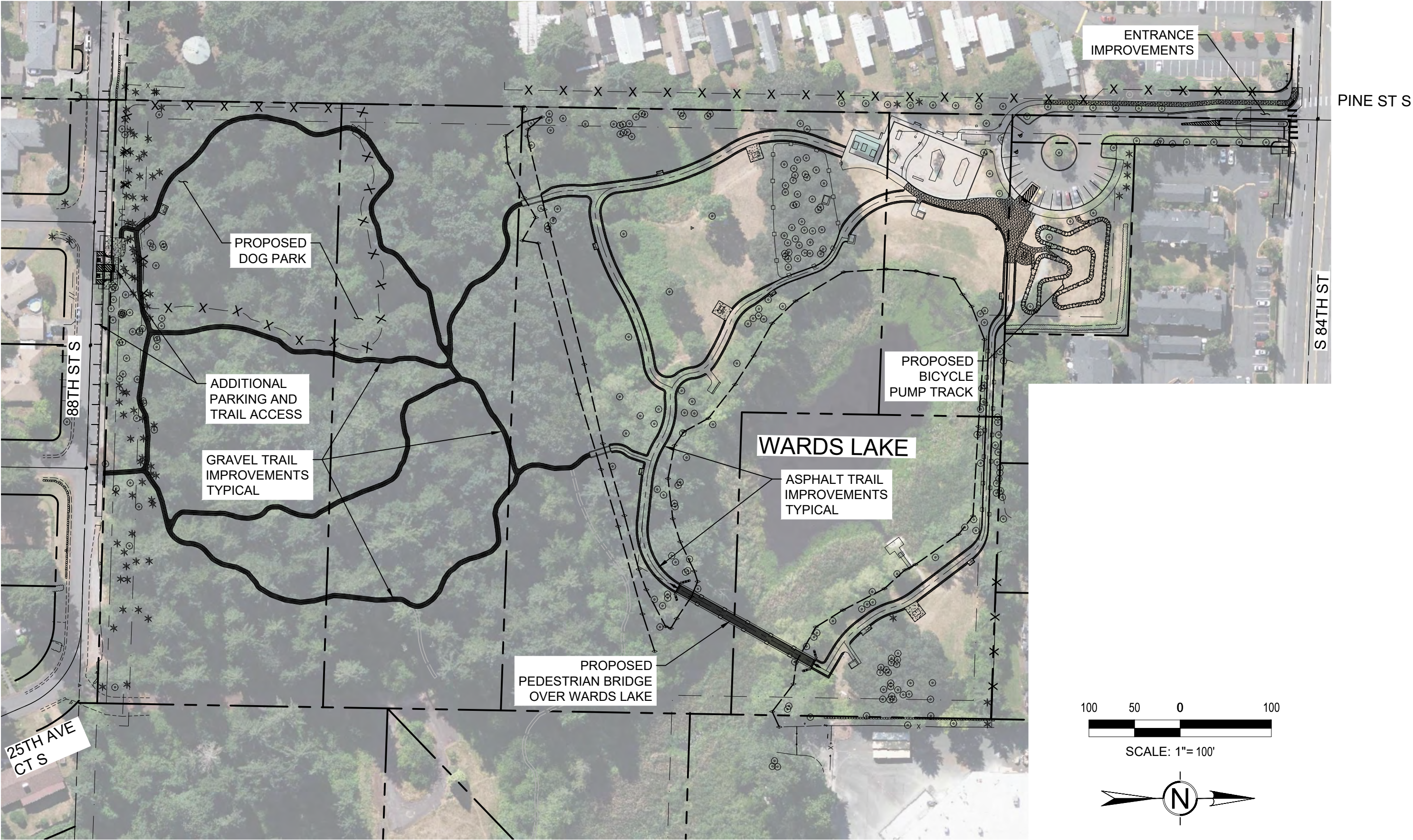
- *Stormwater Site Plan will be in accordance with the 2019 Department of Ecology Stormwater Management Manual for Western Washington.*
- *Stormwater management will be achieved through surface or subsurface facilities not requiring structural design (i.e., stormwater vaults).*
- *City of Lakewood will pay all required agency fees.*
- *Phase 2 interpretive signage will utilize designs developed as a part of the Phase 1 improvements.*
- *Where applicable, by code, ADA raised text and numerals and type 2 Braille will be included on signage.*
- *The following items are not included in this Scope of Services, but may be provided as an additional service:*
 - *Preparation of engineering reports or studies beyond those specifically listed in the scope of services.*
 - *Preparation of any state or federal level permits beyond those specifically listed in the scope of services.*
 - *Attendance at public review meetings.*
 - *Value Engineering or Owner/contractor requested document revisions beyond 60% Design approval.*
 - *Life cycle cost analysis.*
 - *Distribution of documents to bidders and subcontractors during bid and construction. BCRA to provide documents to client and general contractor only.*
 - *Responses to bid and construction RFI's for which the requested information is already provided in the construction documents or caused by contractor errors during construction. Service shall be provided on an hourly basis.*
 - *Traffic control plans.*
 - *Branding identity and branding guide, i.e., logo development, artwork, brand standards.*
 - *Interpretive signage.*
 - *Donor recognition signage.*
 - *Temporary signage.*
 - *Structural engineering required for signage beyond those specifically listed in the scope of services. In cases not specifically listed in the scope of services, structural engineering is the responsibility of the signage fabricator.*
 - *Preparation of any permit submittals required for signage. Such submittals are the responsibility of the signage fabricator.*
 - *Copywriting services.*

ATTACHMENT B FEES										
Phase	BCRA	Nakano	GeoEngineers		PCS	Lanktree	Urban Forestry Services	TBD	Bill Acker	Total
	Civil Engineering	Landscape Architect	Geotech. Engineering	Critical Areas	Structural Engineering	Survey	Arborist	Construction Testing	Cost Estimating	
01-2 Project Management	\$ 11,940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,940
02-2 Site Investigation	\$ 3,000	\$ 1,764	\$ 24,958	\$ 12,932	\$ -	\$ 28,457	\$ 3,885	\$ -	\$ -	\$ 74,996
10-2 30% Design	\$ 30,340	\$ 20,633	\$ -	\$ -	\$ 8,085	\$ -	\$ -	\$ -	\$ 6,300	\$ 65,358
15-2 60% Design	\$ 26,320	\$ 19,137	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300	\$ 51,757
20-2 90% Design	\$ 27,620	\$ 19,137	\$ -	\$ -	\$ 5,985	\$ -	\$ -	\$ -	\$ 6,300	\$ 59,042
30-2 100% Design and Permitting	\$ 5,970	\$ 3,885	\$ -	\$ -	\$ 2,625	\$ -	\$ -	\$ -	\$ -	\$ 12,480
31-2 Environmental Permitting	\$ 7,900	\$ -	\$ -	\$ 37,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,078
40-2 Bidding Support	\$ 6,410	\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,460
50-2 Construction Management	\$ 25,020	\$ 7,875	\$ 8,014	\$ -	\$ 4,725	\$ -	\$ -	\$ 14,700	\$ -	\$ 60,334
Subtotal	\$ 144,520	\$ 73,481	\$ 32,972	\$ 50,110	\$ 21,420	\$ 28,457	\$ 3,885	\$ 14,700	\$ 18,900	\$ 388,445
Reimbursible										\$ 1,000
Total										\$ 389,445



AMENDMENT 01 - EXHIBIT 2 ATTACHMENT C







REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: March 6, 2023	TITLE: American Lake Park Restroom and Site Amenities Purchase	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2023-24 — OTHER
REVIEW: February 27, 2023	ATTACHMENTS: Public Restroom Quote	

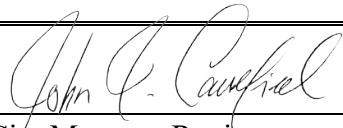
SUBMITTED BY: Mary Dodsworth, Parks, Recreation and Community Services Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute contracts with various providers to purchase kits and site amenities for the American Lake Park expansion project, starting with the purchase of a six stall restroom building from the Public Restroom Company.

DISCUSSION: During the February 27, 2023 study session Council reviewed the American Lake Park expansion project. During this discussion staff shared the various site amenities that could be purchased by the City directly from the manufacturer. Items include, but not limited to, a prefabricated restroom building, shelter kits, playground equipment, picnic tables and benches. The benefit of doing the purchases now will allow the items to be manufactured in order to meet construction timelines. Many of the items have 3-10 month lead times. Also, the City will save substantial project costs. The City is able to purchase various items off the State contract or from purchasing cooperatives at significant discounts. By purchasing the items directly from the manufacturer the city will save on contractor mark up, transportation, storage, potential damage, etc. The City will coordinate delivery of the various items with the contractor who will prepare the site for installation or actually install the items as part of the project.

ALTERNATIVE(S): Council could not approve the direct purchase of the various project needs which could delay the start and completion of the project as well as cost the City more to install.

FISCAL IMPACT: Fiscal Impact of the restroom purchase is \$648,780 (this includes sales tax on the building). The City received a quote for the restroom in August, 2022. Although prices have gone up again in 2023, the Public Restroom Company will honor the quote until early March in order for Council authorization to occur.

Mary Dodsworth	
Prepared by	City Manager Review
Department Director	

Price Proposal: American Lake Park - City of Lakewood, WA
Date: August 23, 2022
Reference: 11376B-8/16/2022-0
PRC Sourcewell: 081721-PRM

Our Offer to Sell:

1. Restroom Building 'B' delivered to site @ \$ 569,101

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 22,768 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.
- f.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all final plumbing connections at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 591,869

American Lake Park - City of Lakewood, WA | 08/23/2022 | Reference # 11376B-8/16/2022-0
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to

cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by


Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

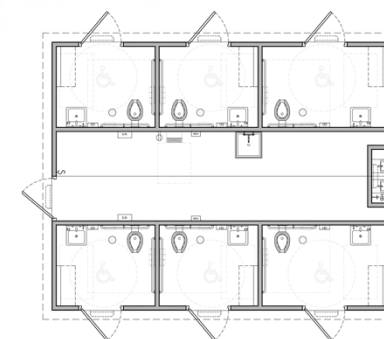
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN
SCALE: NOT TO SCALE

Option B

RESTROOM BUILDING
LAKEWOOD, WASHINGTON

AMERICAN LAKE PARK

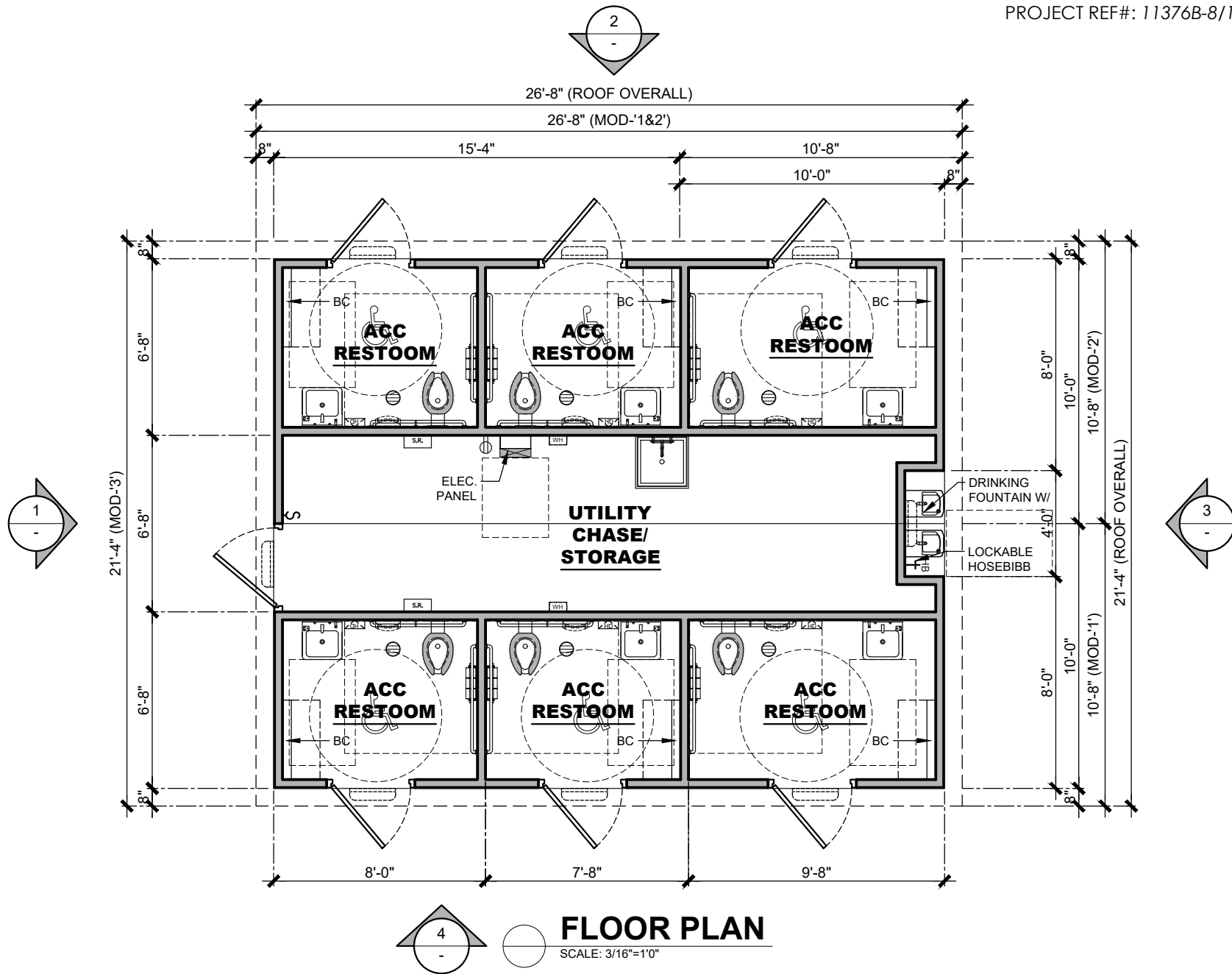
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www.PublicRestroomCompany.com

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MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**AMERICAN LAKE PARK
LAKEWOOD, WA**

REVISION #

-

REVISION DATE:

DRAWN BY:

PROJECT #:
11376B

START DATE: **8/16/2022**

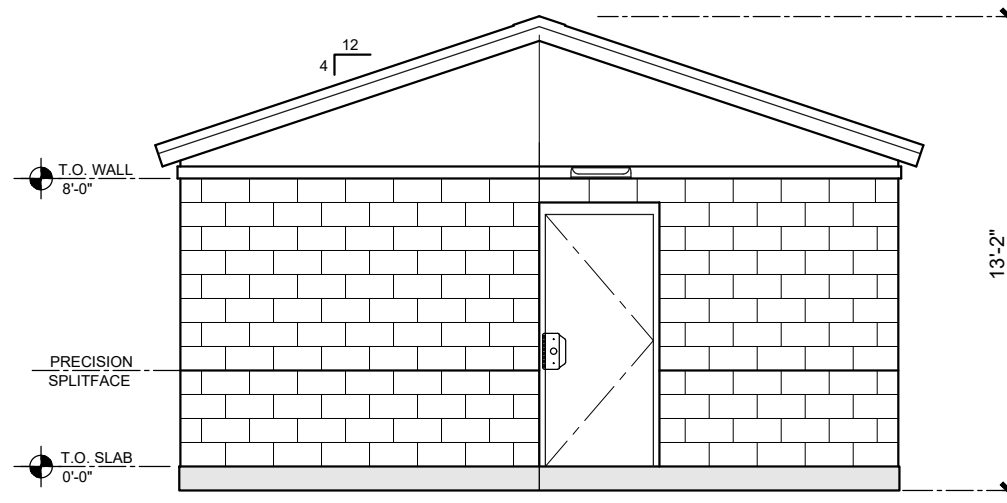
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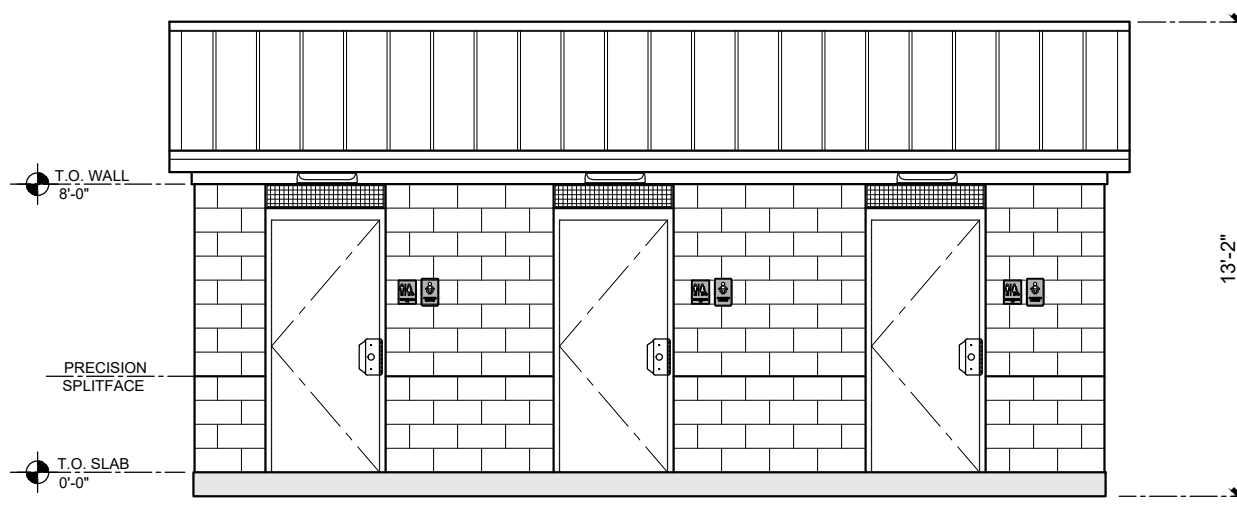
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MAX. PERSON / HOUR:

225 S



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**AMERICAN LAKE PARK
LAKEWOOD, WA**

REVISION #

-

REVISION DATE:

DRAWN BY:

PROJECT #:
11376B

START DATE: **8/16/2022**

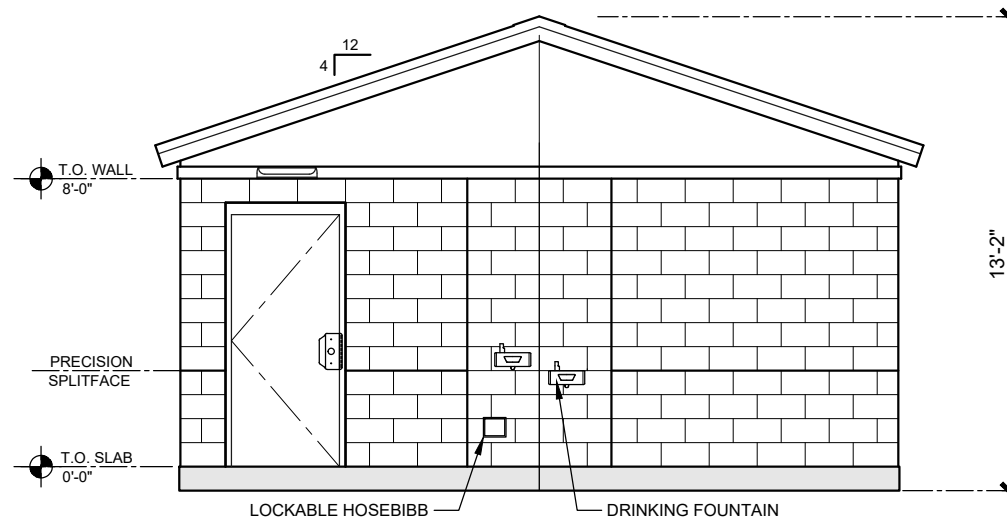
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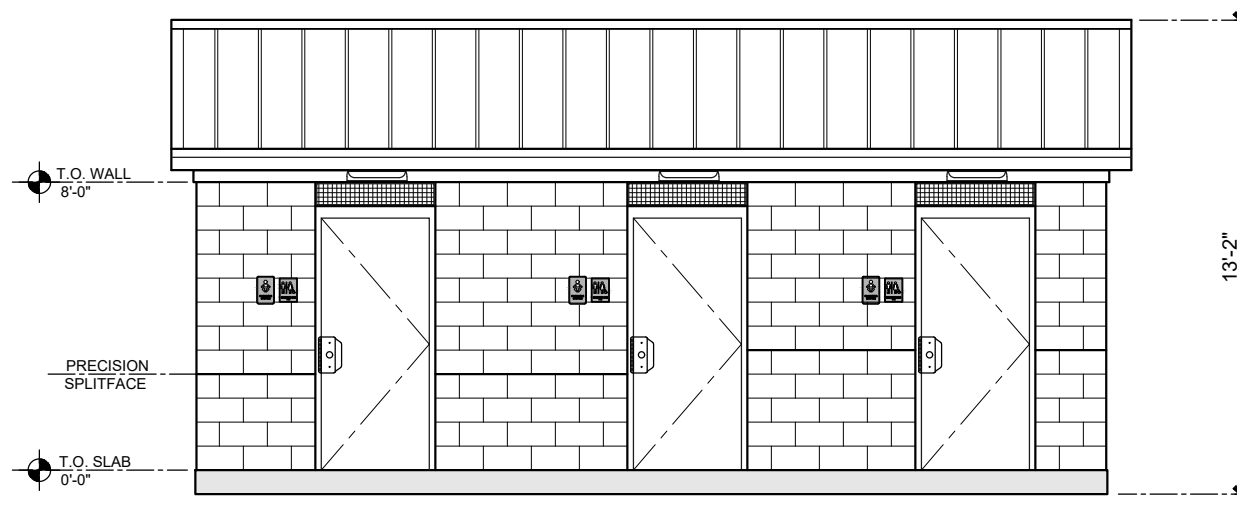
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MAX. PERSON / HOUR:

225 S

**ELEVATION 3**

SCALE: 3/16"=1'-0"

**ELEVATION 4**

SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**AMERICAN LAKE PARK
LAKEWOOD, WA**

REVISION #

-

REVISION DATE:

DRAWN BY:

PROJECT #:
11376B

START DATE: **8/16/2022**

DRAWN BY: EOR

SHEET#

A-3

MAX. PERSON / HOUR:

225 S



SPECIFICATIONS

Project #: 11376B
 Project Name: American Lake Park
 Site Address: 9222 Veterans Drive Sw
 City, State, Zip: Lakewood, WA 98498

Date: 8/24/2022
 Bldg Size: See Drawings
 Type of Bldg: SS-066-DF
 Restroom,

TYPE OF BUILDING

Construction Type

MVR WOOD	Wood Framed walls above cap beam, and wood framed rafters [ceiling & vents same as MVR]
-----------------	---

FLOOR SYSTEM

ROOM/ITEM	FINISH
Entire Building	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Entire Building Except Mech. St	Floor Coating with Skid Resistant Additive - Flakes
Mechanical	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Footings/Foundation	Provide Steel Angle Tie Downs

WALL SYSTEM

BUILDING WALLS HEIGHT	
Wall Height	8'0"

EXTERIOR WALLS - CMU	BLOCK TYPE AND COLOR	ROWS
Precision Exterior 4" CMU	Precision Gray	6-12
Split Face Exterior 4" CMU	Split Face Gray	1-5

CAP BEAM	
Cap Beam	Cap Beam, Steel Tube, Painted

WALL FINISHES - EXTERIOR

TYPE	FINISH	HEIGHT
CMU	Paint over block filler	To Cap Beam
FRC Siding -Above- Cap Beam	FRC Stucco Pattern-James Hardie - Painted	Above Cap Beam
Alcove	Precision CMU Painted	To Cap Beam
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM	FINISH	HEIGHT
Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam
Behind Mop Sink	PVC Panels	To Cap Beam

ROOF SYSTEM

ITEM	DESCRIPTION
Metal Sales Image II 26 GA	26 GA SSM, Metal Sales Image II Standing Seam With 12" Striations W/Ice & Water
Entire Building Ceiling	(MVR) 5/16" Cement Board Stucco Pattern Over 5/8" OSB
Insulation	Insulate, But Not To Code
Fascia	14/16 Ga Formed Galvanized Steel W/1" Return At Top (MVR)
Vents SS Wire Mesh	Stainless Steel Wire Mesh - Provide Removable Bug Screens and Lexan Cover

DOORS - HARDWARE	
ITEM	DESCRIPTION
Fiber Glass	Fiberglass Door with Fiberglass Frame
Deadbolt	SCHLAGE B600 series temporary large format core (std)

ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Weather Strip	Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684	All
Door Sweeps	Pemko Door Sweep 321SSN36"	All
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase
Door Kick Plates (Interior Only)	Rockwood Metal Kick Plate, # K1050 10" x 34"	All
Magnetic Locks (SAM)	SAM Securitron System	Piezo Exit Switch SDC 4630 Series

RESTROOM ACCESSORIES		
ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louver Sunvent Industries Model #157	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Baby Changing Station	Foundations Horizontal #5410339	Stainless Steel
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02,	Spray Nickel
ITEM	MANUFACTURER/DESCRIPTION	
Utility Hook (Standard)	Utility Hook, Bright Finish, Bobrick # B-670-PRC or Franklin Brass 5501 for Blazer	
Soap Dispenser	PRC Proprietary Tank	
W/Thru Wall Valve	Thru Wall Valve ASI #353	

PLUMBING	
FIXTURE/PART	DESCRIPTION
Toilets - Stainless Steel	Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
Lavs - Stainless Steel	Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS
Drinking Fountain	(Murdock) Acorn GS Series, Wall Mount Drinking Fountain, # GSE64-FG-316SS- Dual
Bottle Filler	Acorn BF3 Series, Type 316 SS Bottle Filler, # A0000000-BF3-316SS
Lever (Std) - Toilet Flush Valve	Zurn W.C. Flush Valve 1.28 Ga Zurn # Z6143AV-HET-7L-BG
Metering Faucet	Single Hole Metering Faucet, Chicago Model # 333-E2805-665PSHABCP - Tempered
Floor Drains: W/Trap Primer	Floor Drain Zurn # ZN460-2NH-5B W/Strainer / With Trap Primer

PLUMBING SPECIAL

FIXTURE/PART	DESCRIPTION
Floor Mount Mop Sink	Mustee Mop Service Basin, Model # 63M 24" x 24" x 10", Color: White
Mop Rack	ProFlo PF245: Mop Hanger

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION
Water Heater	AO SMITH EJC-10 (8 GALLON)
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve
Recirculating Pump	Recirculating Pump Grundfos 595916
Water Line Material	PEX (Upgrade) use in cold climates
Bladder Tank	ProFlo PFXT5, (PRC)/ Amtrol 2 gal (Blazer) - no elect required
Hose Bibb- Interior	Acorn #8121-LF - in the Chase
Hose Bibb- Exterior	Jay R Smith 5509QT-R-150 Lockable
Hose Reel & Hose	Hose Reel With 5/8"x75' Garden Hose

ELECTRICAL

ITEM	DESCRIPTION	
Electrical Panel	200 amp Single Phase - 120/240 v	30 Circuits
Breakers	Plug on (QOD)	

LIGHTING

ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior-	Light Fixture Integrated Occupancy Sensor (OCC)	
OCC Sensor Switch for St&CN	Occupancy Sensor Wall Switch with Dimming	
Interior Lights	W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC	15 Watts
Lighting Control -Exterior-	Switched	
Exterior Light	W) Luminaire, Swoop Series YWP-610-OP-BRZ	15 Watts
Exterior Lights	W) Luminaire, AEL-12 (Dark Sky Compliant) 20" long	10 Watts
Chase Lights	C) Green AL-42L (large Chase) Waterproof	30 Watts

RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS

ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI (Adjacent to Panel)	
Receptacles	GFCI	Chase
Switches	Single Pole (Any Other Location)	Restroom
Switches By Pass	By Pass (To By Pass OCC Sensors)	Chase for interior and exterior lights
J-box	Provide J-Box	For future Radiant Heater *to be on installed on site
Fan	Broan Model # L100MG 120 VAC with 6" Round Duct Connector #1106466	
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

March 6, 2023

REVIEW:

Feb 27, 2023

TITLE: Contract Amendment with Robert W Droll, Landscape Architect, PS for design and support services for the American Lake Park Access Improvement Project

ATTACHMENTS:
contract amendment and attachments

TYPE OF ACTION:

— ORDINANCE NO.

— RESOLUTION NO.

X MOTION NO. 2023-25

— OTHER

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

RECOMMENDATION: It is recommended that Council authorize the City Manager to execute an amendment to the design contract with Robert W Droll Landscape Architects, in the amount of \$47,179 for design and support services for the American Lake Park Access Improvement Project.

DISCUSSION: City Council executed a design contract in May of 2022 to support the American Lake Access Improvement Project. During design development additional services were needed to address expansion of the project scope to include an enhanced plaza and trash management needs at the park. Design services supporting the addition of these program goals include accessible playground elements in the plaza and existing play area and a trash compactor. Changes are itemized in Exhibits A & B of the attached contract addendum.

ALTERNATIVE(S): Council could not approve this contract amendment, request additional changes to the scope of work or look for different project support which could affect our ability to meet grant obligations and proposed construction schedule.

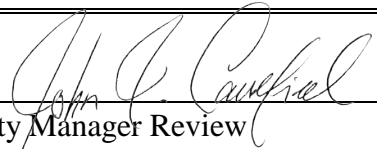
FISCAL IMPACT: \$47,179 for anticipated services. Additional funding will be appropriated with mid-year budget adjustment.

Mary Dodsworth

Prepared by

Mary Dodsworth

Department Director


City Manager Review

**FIRST ADDENDUM TO THE CITY OF LAKEWOOD PROFESSIONAL SERVICES
AGREEMENT**

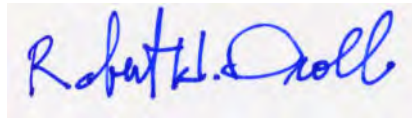
THIS ADDENDUM is made and entered into this ____ day of March, 2023 and between the City of Lakewood (City) and Robert W Droll, Landscape Architect, PS (Contractor). The parties do hereby agree to the following amendment to the original agreement 2022-118 executed May 10, 2022.

ITEM ONE: The Contractor will be paid by the City for additional services associated with the American Lake Park Access Improvements Project which includes updated scope of work outlined in Exhibit A and compensation outlined in Exhibit B, attached hereto.

ITEM TWO: All other terms of the professional services agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year written above.

CITY OF LAKEWOOD



John Caulfield, City Manager

Robert W Droll, Landscape Architect, PS

Date: _____

2/28/23
Date _____

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Exhibit A

Scope of Services

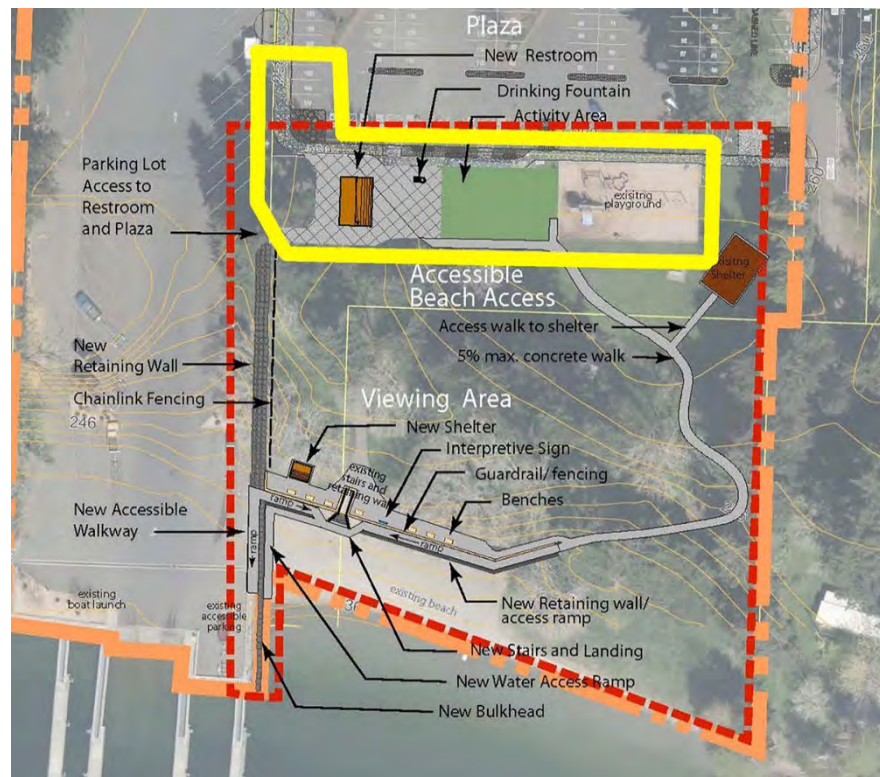
American Lake Park Waterfront Access Upgrades Contract Amendment 1

Scope of Work

This assignment includes the professional design services to be performed by Robert W. Droll, Landscape Architect, PS, and the Project Team (hereinafter RWD) to provide Design, Bid Documents, Bidding Services and Construction Services for American Lake Park Waterfront Access Upgrades **Contract Amendment 1** (hereinafter Project) on the behalf of the City of Lakewood Parks and Recreation Department (hereinafter Parks). The goal of this project is to improve safety, usability, and accessibility, while also addressing maintenance issues, by constructing a trash compactor enclosure, multipurpose plaza with decorative/patterned paving, tables and bench seating, and a synthetic turf play feature with accessible merry-go-round, while providing increased visibility from the parking lot toward the beach.

Whereas Parks has an experienced Parks professional managing this Project, RWD is providing limited Bidding and Construction Administration. This renovation will address current safety and maintenance issues including site visibility, and capacity management for peak summer use.

The area of the Project Scope of Work is outlined in yellow on the Site Plan provided herein.



Basis of Proposal

This proposal is based upon written and verbal communications with Mary Dodsworth, Parks Director, Scott Williams, Parks Operations Superintendent, and Project Manager Stacey Reding. RWD's Project Team is defined herein.

RWD proposes the following Scope of Services to accomplish the Scope of Work.

Scope of Services

Task 1.00 30% Design Submittal
--

Task 1.01 Park Plaza Site Plan Alternatives

RWD will prepare three (3) different Plaza Concept Plans defining how project goals will be fulfilled in the proposed plaza area. The Concept Plans will illustrate means of meeting goals implementing varying levels of development.

Task 1.02 Refinement and Drafting of Preferred Site Plan

RWD will further develop and refine the Parks selected design incorporating comments and direction by Parks.

Task 1.03 Dumpster/Trash Compactor Enclosure Design

Guerrero Architect will prepare a concept level plan and estimate of probable cost for a CMU Dumpster Enclosure with Trash Compactor. Refer to Attachment C for Guerrero Architect's Scope.

Task 1.04 Estimate of Probable Cost

RWD will prepare estimated probable costs for the improvements described herein and incorporate into the 30% level Estimate of Probable Costs.

Task 1.05 Client Review

Meet with Client to review Design Progress and direction, resolve issues, and refine schedule.

Task 1.06 Project Management

Manage the contractual, scheduling, billing, and timing of project. Manage the coordination of consultants and the execution of the Scope of Services. Communicate with Parks and Project Team on project design and details.

Task 2.00 60% Design Submittal
--

Task 2.01 Site Layout & Materials Plan

RWD will prepare the Site Layout & Materials Plan defining the type, size, and location of proposed improvements for the Plaza and Dumpster Enclosure. Site Layout & Materials Plan will include materials/details callouts. Horizontal definition of proposed improvements will be achieved by coordinates based on the datum of the design survey. Dimensional information and Plaza element references will be shown. Coordinates will not be shown on plan as electronic files will be given to the Contractor upon request.

Task 2.02 Site Grading Plans

RWD will prepare the Grading Plans of the Plaza area, and related improvements. The Plaza area design is changed from a concept featuring a limited amount of impervious pavement with a larger area of lawn, to a much larger area of impervious pavement for which grading will be

critical in addressing surface stormwater. Grading will be defined by contours, slopes and spot elevations based upon vertical datum.

Task 2.03 Site Details

RWD will provide all details necessary to define the scope of the work for the Plaza, including pavement(s), seating, and all related site improvements.

Task 2.04 Drainage Plan and Details

RWD will prepare plans showing surface flow and channeling, catch basins, trench drains, piping and infiltration devices to be incorporated in the Plaza. RWD will also prepare details defining various components of the Plaza stormwater drainage improvements.

Task 2.05 Dumpster/Trash Compactor Enclosure Design

Guerrero Architect will prepare plans and details for a CMU Dumpster Enclosure with Trash Compactor (or without Trash Compactor) based on review comments from Parks.

Task 2.06 Project Manual

RWD will prepare sections for the Project Manual as described in the original project design Contract providing detailed specifications for products, materials and work to be performed in construction of the Plaza. RWD will incorporate the work of this Contract Amendment into the Bid Proposal as defined in the original contract.

Task 2.07 Estimate of Probable Cost

RWD will prepare detailed Level 2 Estimate of Probable Costs for all project components. Cost items will be organized in cost categories suggested by RWD and Client.

Task 2.08 Project Management

Manage the contractual, scheduling, billing, and timing of project. Manage the coordination of consultants and the execution of the Scope of Services. Communicate with Staff and Project Team on project design and details.

Task 3.00 90% Design Submittal

Tasks in Task 3 are the same as those in Task 2 except design progress is at a 90% completion level. The following is added to Task 3.

Task 3.09 Quality Review

In addition to RWD own quality review, RWD retains the services of a retired contractor and Port Facilities Manager to review Plans, Specifications, and Estimates to check for discrepancies, clarify the bid documents, and refine estimate.

Task 4.00 100% Bid Documents

Tasks in Task 4 are the same as those in Task 3 except design progress is at a 100% completion level: Bid Documents.

Task 5.00 Construction Services

Task 5.01-5.07 Construction Services

Construction Services tasks for Contract Amendment 1 are as defined in the original Contract Scope of Services. Anticipated increases in Construction Services Tasks due to Plaza construction are addressed accordingly.

The original Scope for Construction Services includes: RWD will prepare for, and conduct the Pre-Construction Conference, review Substitution Requests, prepare the Conformed Set, reviewing submittals, and conduct weekly meetings/inspections (which will occur on the same visit). RWD will review and response to RFI's, review Change Order requests, and review/process pay requests. RWD will conduct the Preliminary and Final Punch lists. RWD will prepare the As-builts in ACAD format based upon the Contractor's redlines.

Professional Fee

RWD will perform the Scope of Services described herein on a Lump Sum basis (as described in Exhibit B and C herein).

American Lake Park Waterfront Access Upgrades Design Fees Summary

Original Contract Amount	\$	313,086.20
Contract Amendment 1	\$	47,179.00
Total	\$	360,265.20

American Lake Park Waterfront Access Upgrades

Contract Amendment 1

Park Plaza Design, Bidding, and Construction Services

City of Lakewood Parks and Recreation Department

Exhibit B			Robert W. Droll, Landscape Architect, PS						Team Member
#	Tasks	Total	Bob Droll, ASLA, Principal		Landscape Tech		Clerical		Guerrero Architects - Exhibit C
1.0	30% Design Submittal								
1.01	Park Plaza - Site Plan Alternatives (3)	\$ 5,220.00	6	\$ 1,020.00	40	\$ 4,200.00		\$ -	
1.02	Refinement & Drafting of Preferred Site Plan	\$ 3,200.00	4	\$ 680.00	24	\$ 2,520.00		\$ -	
1.03	Dumpster/Trash Compactor Enclosure Design	\$ 1,690.00	1	\$ 170.00	4	\$ 420.00		\$ -	\$ 1,100.00
1.04	Estimate of Probable Cost	\$ 1,010.00	1	\$ 170.00	8	\$ 840.00		\$ -	
1.05	Client Review	\$ 825.00	3	\$ 510.00	3	\$ 315.00		\$ -	
1.06	Project Management	\$ 1,210.00	4	\$ 680.00	4	\$ 420.00	2	\$ 110.00	
	Subtotal	\$ 13,155.00							
2.0	60% Design Submittal								
2.01	Site Layout and Materials Plan	\$ 2,780.00	4	\$ 680.00	20	\$ 2,100.00		\$ -	
2.02	Site Grading Plan	\$ 1,680.00		\$ -	16	\$ 1,680.00		\$ -	
2.03	Site Details	\$ 4,540.00	2	\$ 340.00	40	\$ 4,200.00		\$ -	
2.04	Drainage Plan & Details	\$ 2,860.00	2	\$ 340.00	24	\$ 2,520.00		\$ -	
2.05	Dumpster/Trash Compactor Enclosure Design	\$ 3,614.00	2	\$ 340.00	4	\$ 420.00		\$ -	\$ 2,854.00
2.06	Project Manual	\$ 340.00	2	\$ 340.00		\$ -		\$ -	
2.07	Estimate of Probable Cost	\$ 1,140.00	3	\$ 510.00	6	\$ 630.00		\$ -	
2.08	Project Management	\$ 1,440.00	6	\$ 1,020.00	4	\$ 420.00		\$ -	
	Subtotal	\$ 18,394.00							
3.00	90% Design Submittal								
3.01	Site Layout and Materials Plan	\$ 840.00		\$ -	8	\$ 840.00		\$ -	
3.02	Site Grading Plan	\$ 420.00		\$ -	4	\$ 420.00		\$ -	
3.03	Site Details	\$ 1,260.00		\$ -	12	\$ 1,260.00		\$ -	
3.04	Drainage Plan & Details	\$ 800.00	1	\$ 170.00	6	\$ 630.00		\$ -	
3.05	Dumpster/Trash Compactor Enclosure Design	\$ -		\$ -		\$ -		\$ -	
3.06	Project Manual	\$ 1,940.00	4	\$ 680.00	12	\$ 1,260.00		\$ -	
3.07	Estimate of Probable Cost	\$ 550.00	2	\$ 340.00	2	\$ 210.00		\$ -	
3.08	Project Management	\$ 1,780.00	8	\$ 1,360.00	4	\$ 420.00		\$ -	
3.09	Quality Review	\$ 340.00	2	\$ 340.00		\$ -		\$ -	
	Subtotal	\$ 7,930.00							
4.00	100% Design Submittal								
4.01	Site Layout and Materials Plan	\$ 210.00		\$ -	2	\$ 210.00		\$ -	
4.02	Site Grading Plan	\$ 210.00		\$ -	2	\$ 210.00		\$ -	
4.03	Site Details	\$ 420.00		\$ -	4	\$ 420.00		\$ -	
4.04	Drainage Plan & Details	\$ 210.00		\$ -	2	\$ 210.00		\$ -	
4.05	Project Manual	\$ 1,310.00	4	\$ 680.00	6	\$ 630.00		\$ -	
4.06	Estimate of Probable Cost	\$ 340.00	2	\$ 340.00		\$ -		\$ -	
4.07	Project Management	\$ 660.00	2	\$ 340.00	2	\$ 210.00	2	\$ 110.00	
	Subtotal	\$ 3,360.00							
5.00	Construction Services								
5.01	Preconstruction Conference	\$ -		\$ -		\$ -		\$ -	

American Lake Park Waterfront Access Upgrades

Contract Amendment 1

Park Plaza Design, Bidding, and Construction Services

City of Lakewood Parks and Recreation Department

Exhibit B			Robert W. Droll, Landscape Architect, PS					Team Member
#	Tasks	Total	Bob Droll, ASLA, Principal		Landscape Tech		Clerical	Guerrero Architects - Exhibit C
5.02	Prepare Conformed Set	\$ -		\$ -		\$ -	\$ -	
5.03	Review Submittals	\$ 630.00		\$ -	6	\$ 630.00	\$ -	
5.04	Weekly Meetings/Respond to RFIs	\$ 2,100.00		\$ -	20	\$ 2,100.00	\$ -	
5.05	Process Pay Applications	\$ -		\$ -		\$ -	\$ -	
5.06	Preliminary & Final Punchlists	\$ 105.00		\$ -	1	\$ 105.00	\$ -	
5.07	Prepare Record Drawings in ACAD Format	\$ 315.00		\$ -	3	\$ 315.00	\$ -	
5.08	Project Management	\$ 790.00	4	\$ 680.00		\$ -	2 \$ 110.00	
Subtotal		\$ 3,940.00	69	\$ 11,730.00	293	\$ 30,765.00	\$ 330.00	\$ 3,954.00
Tasks Total		\$ 46,779.00						
Direct Expenses		\$ 400.00						
Lump Sum Professional Services Total		\$ 47,179.00						

*Costs include 10% Administration Cost



Exhibit C

To: RWD Landscape Architects: Bob Droll
Address: 4405 7th Avenue SE, Suite 203
Lacey, WA 98503

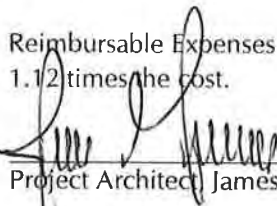
From: James Guerrero
Email: james@jgarch.net
Date: October 27, 2022
Project: American Lake Park Dumpster Enclosure
Re: Next Steps

AUTHORIZATION FOR EXTRA SERVICES

The following described work is outside the original scope of our agreement for services:
Design, documentation, and Structural Engineering of CMU dumpster enclosure to be located on-site

The estimated cost to perform the above, described extra services is \$3,595, over and above the original contract amount.

- [] Per our telephone conversation, dated _____ it is our understanding you have authorized James Guerrero Architects, Inc. to proceed with the extra services described above and agree to compensate James Guerrero Architects, Inc. for the additional fees indicated above. Please sign this form and return one copy for our files.
- [x] We will commence work on the above-described extra services upon written authorization. Should you wish us to proceed, please sign this form and return a copy for our files.
- [] We have been directed by your representative _____, on _____ to perform the above-described extra services. Please return a signed copy of this form for our files.
- [x] Reimbursable Expenses – expenses incurred by the Architect in the interest of the project shall be invoiced at 1.12 times the cost.



Project Architect James Guerrero Architects, Inc.

10/28/22
Date

IT IS AGREED THAT THE ABOVE ESTIMATED COST SHALL BE ADDED TO THE TOTAL CONTRACT AMOUNT. THIS AGREEMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE ORIGINAL WORKING AGREEMENT.

Authorized Representative/Agent of Owner

Date

James Guerrero Architects, Inc.
7520 Bridgeport Way W
Lakewood, WA 98499
O: 253.581.6000
www.jgarch.net

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: March 6, 2023	TITLE: Approving TWO Professional Services agreements Associated with an Office of Local Defense Community Cooperation (OLDCC) Grant	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO.
REVIEW:	ATTACHMENTS: Contract document including exhibits	<u>X</u> MOTION NO. 2023-26 — OTHER

SUBMITTED BY: Bill Adamson, Program Manager.

RECOMMENDATION: Approve two contracts, Military Installation Resiliency Review and a second housing study associated with a new OLDCC federal grant.

DISCUSSION: SSMCP has been awarded federal grant funding from the Office of Local Defense Community Cooperation. The total grant/project cost is: \$776,520. The 10% local match is: \$77,670 and will come from SSMCP staff (Program Director and Program Coordinator) salaries and benefits as an in-kind contribution. Council approved the local match and grant funding , January 17, 2023 by Motion 2023-09.

These funds are being used as a follow-on to the recently completed 2022 Growth Coordination Plan update. The RFP process was used allowing for competitive bids from consultants. The three projects are underway in some form:

- ***Perform a Military Installation Resiliency Review (MIRR) - \$449,966*** – This contract is being awarded to Stantec. The core purpose of the MIRR is to identify the risks, hazards, and vulnerabilities of concern as it relates to the ability of the military to carry out its missions on the installation that could be mitigated through investments and solutions outside the fence line in the community. This work is projected to be complete by 31 August 2024.
- ***Conduct a Housing Study - \$140,000*** – This contract is being awarded to Matrix. The purpose of the study is to define the current housing market in the South Puget Sound and the impact to the military mission and to assess two conflicting housing studies: the (SSMCP 2020 Housing Study) and the (2020 Army Housing Market Analysis). (*See next page.*)

Bill Adamson
Prepared by

City Manager Review

Dave Bugher
Department Director

CONTINUED:

- Detailed report on military spousal employment in the State of Washington - \$91,350 - including identifying barriers to enter the workforce and recommendations for improvement.

Both the MIRR and housing contracts are recommended for City approval by Motion No. 2023-26. Prior to City Council consideration, the SSMCP Executive Leadership Team had reviewed the grant and the three projects. One remaining contract is pending for the military spousal employment study and should be before the City Council for approval on March 20, 2023.

ALTERNATIVE(S): Reduce project cost by eliminating some tasks.

FISCAL IMPACT: No additional impact beyond the already approved 10% local match accounted for by Motion 2023-09 on 17 January 2023.

**PROFESSIONAL SERVICES AGREEMENT
FOR
STANTEC**

This Professional Services Agreement ("Agreement"), made and entered into this ____ day of March, 2023, by and between the City of Lakewood, a Washington municipal corporation ("City" or "Public Entity"), and Stantec Consulting Services ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

Stantec Consulting Services Inc.: 1687 114th AVE SE STE 100 Bellevue, WA 98004-6964 ATTN: Matthew Lieuallen, Project Planner	CITY OF LAKEWOOD: 6000 Main Street Lakewood, WA 98499 ATTN: Bill Adamson, Program Director
--	---

The Parties agree as follows:

- 1. TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than August 2025 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.
- 2. SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's reasonable satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
- 3. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies. *The City shall provide notice to Contractor in the event the City fails to appropriate funds, and in such event Contractor's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any.*

5. INDEMNIFICATION.

5.1 Contractor Indemnification. Contractor shall indemnify and hold the Public Entity, its officers, officials, and employees harmless from any and all injuries, damages, losses including reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have

mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material "Work Product") which may be produced or modified by Contractor while performing the Work shall belong to the City upon full payment of all monies owed to Contractor. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

8. **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. *Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Contractor's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.*

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and

Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

10. CONFLICT OF INTEREST. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

11. EQUAL OPPORTUNITY EMPLOYER. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. GENERAL PROVISIONS.

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and

benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

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

12.5 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information to the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section.

12.6 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such as suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.7 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

12.8 Limitation of Liability. The total amount of all claims the City may have against the Contractor under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Contractor and not against any of the Contractor's employees, officers or directors. Neither the City nor the Contractor shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

Date: _____

CITY OF LAKEWOOD

STANTEC



John J. Caulfield, City Manager

Matthew Lieuallen, Project Manager, Principal Planner

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

IF NEEDED PICK APPROPRIATE NOTARY:

Corporate:

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 20__.

Notary's signature _____
 Notary's printed name _____
 Notary Public in and for the State of Washington.
 My commission expires _____

EXHIBIT “A”

SERVICES

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

The Contractor shall do or provide the following:

Task 1. Project Management

The selected Contractor will, at a minimum: assist SSMCP staff with agenda items for regularly scheduled meetings; track and facilitate milestone meetings; and submit monthly schedule, budget, and project status reports.

The selected Contractor will prepare a Project Management Plan (PMP) to include, at a minimum, the following elements:

- Scope
- Budget
- Schedule of tasks, meetings, milestones, delivery dates
- Regular (e.g., monthly) meetings and milestones
- Expectations of SSMCP and stakeholder committee input, (e.g., documents to be provided, coordination required, etc.)
- Team structure, including Subcontractors
- Team member contact information, including names and locations of key staff
- QA/QC plan

Task One – Deliverable 1: A project orientation workshop with the selected Contractor, SSMCP staff, County staff, and JBLM representatives to discuss the goals and tasks of the project and to establish working relationships among the installation representatives, SSMCP, and the selected Contractor.

Task One – Deliverable 2: Project Team Meetings schedule (at least 12)

Task One – Deliverable 3: Progress Reports (monthly and final) Timeline

Task One – Deliverable 4: Financial and other federal reports (4-6)

Task 2. Coordination of Technical and Policy Priorities

Under this Task, the Contractor shall facilitate and determine analysis priorities. Identify and scope sectors to be analyzed (infrastructure systems, transportation systems, communication systems, water and wastewater, power, storm water infrastructure, management systems, and other relevant sectors) to assess how climate hazards will impact critical services. Identify and maintain resources on previous studies, data, and relevant reports as background information for the Project. Tasks to include, but not limited to:

- SSMCP will provide digital copies of previous studies, models, and reports to the selected Contractor.²¹³

- Confirm preferred data sources and stakeholders for project research.
- Identify concerns and limitations for military installations research that will be incorporated in public-facing deliverables.
- Presentations on technical materials from research and report tasks.

Task Two – Deliverable 1: Priority Sector Analysis. Introductory presentation, straw proposal including selection criteria, draft, and final a report with final recommendations on sector selections.

Task Two – Deliverable 2: Project Resources Archive and literature review list.

Task Two – Deliverable 3: Technical presentations.

Task Two – Deliverable 4: Draft and final interim white papers, memoranda, and reports.

Task 3. Research and Analysis of Threats and Vulnerabilities

Under this Task, the Contractor shall work with SSMCP staff, JBLM installation representatives, and other stakeholders to identify key threats and vulnerabilities, and possible priorities for mitigation. This will include handling the following two subtasks: Identify and Map Military Installations Resilience Threats and Prepare Vulnerability/Compatible Use Assessments for each of the three bases. Subtask

Subtask 3.1: Identify and Map Military Installations Resilience Threats Under this Subtask, the Contractor shall handle the following:

- Develop Preliminary Outline for Identifying and Mapping Military Installation Resilience Threats and scope the project.
- Identify and gather regional climate studies, geospatial, and other relevant data, and studies to identify hazards. Gather regional utilities, transportation, infrastructure, and other sector studies, in cooperation with SSMCP and the Technical Review Committee (TRC).
- Establish analysis scope and priorities with DoD OLDCC, SSMCP, and the TRC and policy committee.
- Scope the identified hazards, climate projections, and non-climate stressors to be included:
 - i. Hazards should include current probability, frequency, intensity, and level impact. Hazards should include future probability and projected impact.
 - ii. Climate projections in general should include but are not limited to sea level rise, increased temperatures, and precipitation predictions.
 - iii. Non-climate stressors may include but are not limited to: land use change, population and demographic change, and economic development patterns.
 - iv. Establish projected climate-risks time period to be evaluated with respect to previous analyses, studies, etc.
 - v. Deliverable content (e.g., key hazards, issues, gap identification, GIS maps, etc.) and format.

Subtask 3.2: Vulnerability/Compatible Use Assessment Under this Subtask, the Contractor shall handle the following:

- Scope vulnerability/compatible use assessment
 - i. Scope study areas of the vulnerability/compatible use assessment, GIS deliverables, and finalize geographical areas surrounding the military installations, and relevant sectors (transportation, energy, water, public spaces, buildings, critical services, etc.), hazards, climate projections, spatial data, etc. to be assessed.
 - ii. Determine climate scenarios based on hazards, timeframe, projections, etc.
 - iii. Scope stressors (i.e., lack of wastewater treatment plant, aging infrastructure, transportation access, population growth, few evacuation routes, interoperability, encroachment, redundancy, increased flooding/shoreline erosion, etc.)
- Conduct vulnerability/compatible use assessment
 - ii. Assess impact (short, medium, and long term) on sectors and community. Determine ability to respond during an event.
 - iii. Determine adaptation capability (adaptation measures, capital improvement plans, human capital, built environment, financial resources, etc.).
 - iv. Conduct site visits to review vulnerability/compatible use issues. Note: Contractor will work with SSMCP, DoD, County staff and individual installations to determine when site visits will take place and how many (most likely a minimum of four site visits).
 - v. Conduct stakeholder workshop(s) to understand vulnerability and impacts.
 - vi. Take notes and summarize findings from workshop(s): See Task 3.
 - vii. Provide monthly and/or quarterly progress reports that align with payment requests to SSMCP on project.
- Develop GIS maps
- Map out and identify emergency response capabilities and responsibilities of installations and surrounding communities • Identify existing and backup leadership responsibilities and capabilities
- Develop implementation site-specific solutions and implementation strategy
 - i. Assess feasibility of implementing site-specific solutions.
 - ii. Work with DOD and stakeholders to develop site-specific solutions and identify feasibility (cost analysis, structural and non-structural mitigation measures will be evaluated and compared).
 - iii. Develop recommendations and implementation plan.
 - iv. Identify recommendations and actions for DOD, stakeholders, and relevant agencies to address share responsibility of climate risks and compatible use issues. The Contractor, along with SSMCP staff will identify appropriate responsible parties, timelines of impacts, identification of priorities (short, mid-term, and long-term), estimated costs, a monitoring plan, appropriate financing mechanisms to implement the recommendations, and recommendations for resilience issues beyond completion of the project for the bi-

monthly Community, Military, and Federal Facility Partnership meeting.

v. Conduct site visits where applicable to determine feasibility.

vi. Assess feasibility of implementing site-specific solutions.

vii. Handle verbal and written review and feedback on progress reports and draft analyses.

viii. Draft and provide periodic update to the Project Team and TAC.

Task Three – Deliverable 1: Threat and Hazard Analysis. Introductory presentation, straw proposal including selection criteria, draft, and final report with final recommendations on threats, hazards, and compatible use issues.

Task Three – Deliverable 2: Vulnerability/Compatible Use Assessments. Introductory presentation, draft, and final report with final recommendations.

Task Three – Deliverable 3: Data and Resource Archive.

Task Three – Deliverable 4: Technical presentations to Technical Review and Policy Committees.

Task Three – Deliverable 5: Draft and final interim white papers, memoranda, and reports.

Task 4. Stakeholder Workshop(s)

Under this Task, the Contractor shall handle activities to conduct multiple workshops to facilitate the MIRR planning process.

The Contractor will:

- Define stakeholder workshop(s) attendees, goals, objectives, format, and anticipated outcomes
- Create summary outline with Project Team feedback
- Confirm meeting(s) format (virtual or in-person)
- Brainstorm preliminary list of desired experts, work with SSMCP and individual military installations to develop stakeholder lists
- Develop the draft and final agendas
- Handle workshop logistics
- Serve as lead workshop facilitator
- Take Summit Notes and Create Summary
- Summarize Workshop Feedback
- Facilitate Workshop Debriefing with Project Team
- Create an Outline of the Final Workshop Report
- Solicit Project Team feedback
- Prioritize Installation Resilience projects
- Include Installation Resilience project priorities in the Final Report

Task Four – Deliverable 1: Workshops (4 copies)

Task Four – Deliverable 2: Workshop agendas, materials, and summaries.

Task Four – Deliverable 3: Installation Resilience project priority list.

Task 5. Project Final Report

The Contractor shall handle the development of a final project report, including all the activities listed below:

- Outline for Draft Military Installations Review Final Report
- Draft Military Installations Review Report
- Present Draft Report to Technical Review Committee, Policy Committee, and Relevant Entities
- Incorporate installation feedback into the final report
- Complete Final Deliverables: Military Installations Review Report and Supporting Documents; Geospatial Data; High-level summary recommendations memo The Contractor shall review and incorporate all input and feedback from SSMCP and the DoD OLDCC. All final documents will require approval for release from JBLM. The contractor will work with SSMCP to incorporate changes and feedback from the military installations and surrounding Counties. The final report will prioritize all projects from each of the installations into a single regional list.

Task Five – Deliverable 1: Proposed outline for final report, including presentation and outline

Task Five – Deliverable 2: Military Installations Review Report and Supporting Documents; Draft and Final

Task Five – Deliverable 3: Geospatial data

Task Five – Deliverable 4: High level recommendations memo including Installation Resilience project priority list; Draft and Final (5 copies)

Task Five – Deliverable 5: Presentations on final report (3 copies)

EXHIBIT “B”

COMPENSATION

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed 449,996 and 00/100 Dollars (\$449,996.00).

2. Method of Compensation:

The Contractor will submit monthly invoices to the Project Manager. The city will pay the Contractor on a monthly basis by electronic funds transfer for fees earned in prior monthly invoices, which the Parties anticipate being generally allocated as follows:

Task #	Task Description	Labor	Expenses	Cost
Task 1	Project Management	\$ 96,374	\$ 3,000	\$ 99,374
Task 2	Coordination of Technical and Policy Priorities	\$ 66,628		\$ 66,628
Task 3	Research & Analysis of Threats & Vulnerabilities	\$ 118,308	\$ 5,000	\$ 123,308
Task 4	Stakeholder Workshops	\$ 75,868		\$ 75,868
Task 5	Final Report	\$ 82,818	\$ 2,000	\$ 84,818
Total Project Cost				\$449,996

**PROFESSIONAL SERVICES AGREEMENT
FOR
HOUSING STUDY 2.0
MATRIX DESIGN GROUP, LLC**

This Professional Services Agreement ("Agreement"), made and entered into this ____ day of 2023, by and between the City of Lakewood, a Washington municipal corporation ("City" or "Public Entity"), and Matrix Design Group, LLC ("Consultant"). The City and Consultant (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

Matrix Design Group, LLC: 2020 N Central Ave Phoenix, AZ 85004 ATTN: Charlie Perham Phone: 571-969-0495	CITY OF LAKEWOOD: 6000 Main Street Lakewood, WA 98499 ATTN: Bill Adamson Phone 253-983-7772
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The Parties agree as follows:

- TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than August of 2024. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.
- SERVICES.** The Consultant shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's reasonable satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Consultant warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
- TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty days written notice at its address set forth above. The City may terminate this Agreement immediately if the Consultant fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Consultant an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Consultant agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Consultant shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Consultant shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies. *The City shall provide notice to Consultant in the event the City fails to appropriate funds, and in such event Consultant's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any.*

5. INDEMNIFICATION.

5.1 Consultant Indemnification. Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, and employees harmless from any and all injuries, damages, losses including reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Consultant waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Consultant's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have

mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE**. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

6.1. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Consultant shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Consultant's profession.

6.3. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

6.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6 Verification of Coverage. Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

6.7 Notice of Cancellation. The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

6.9 Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material "Work Product") which may be produced or modified by Consultant while performing the Work shall belong to the City upon full payment of all monies owed to Consultant. The Consultant shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Consultant shall be delivered to the City. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

8. **BOOKS AND RECORDS.** The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to ensure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. *Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.*

9. **INDEPENDENT CONSULTANT.** The Parties intend that the Consultant shall be an independent Consultant and that the Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and sub Consultants in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and

Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Consultant shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

the Consultant, shall not be deemed to convert this Agreement to an employment contract. If the Consultant is a sole proprietorship or if this Agreement is with an individual, the Consultant agrees to notify the City and complete any required form if the Consultant retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Consultant's failure to do so.

10. CONFLICT OF INTEREST. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.

11. EQUAL OPPORTUNITY EMPLOYER. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its sub-consultants of any level, or any of those entities' employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. GENERAL PROVISIONS.

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and

benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Consultant shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Consultant's Employees – Employment Eligibility Requirements. The Consultant and any sub-consultants 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 Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any sub-consultant in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the sub-consultant shall register in and participate in E-Verify and certify such participation to the Consultant. The Consultant shall show proof of compliance with this section, and/or proof of sub-consultant compliance with this section, within three (3) working days of the date of the City's request for such proof.

12.5 Consultant's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Consultants and Third Party Workers. Consultant and sub-consultants shall provide worker information to the City. The Consultant shall provide such requested information, and/or proof of sub-consultant compliance with this section.

12.6 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such as suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.7 Execution. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

12.8 Limitation of Liability. The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors. Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

Date: _____

CITY OF LAKEWOOD

John J. Caulfield, City Manager

MATRIX DESIGN GROUP, LLC



Charles Perham, Vice President

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

IF NEEDED PICK APPROPRIATE NOTARY:

Corporate:

STATE OF WASHINGTON ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the
_____ of _____ that executed the foregoing
instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said
corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to
execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 20__.

Notary's signature _____

Notary's printed name _____

Notary Public in and for the State of Washington.

My commission expires _____

EXHIBIT “A”

SERVICES

Provide a complete description of any services that the Consultant will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Consultant shall do or provide the following:

Task 1.0 Develop Project Work Plan and conduct Kick-Off Meetings

1.1 Finalize the work plan, project schedule, and list of project stakeholders

1.2 With Project Stakeholders, define the project study area

Task 2.0 Interview key stakeholders to gain their perspective on the effectiveness of existing programs, regulations and resourcing for additional municipalities to adopt housing programs that offer approved housing for active duty military service members and their dependents

2.1 Develop a network diagram showing stakeholder roles and responsibilities, recommend other value-added organizations for project stakeholder group

2.2 Assess effectiveness of key affordable housing programs (i.e. Lakewood Rental Housing Safety, Tacoma Equity housing...)

2.3 Evaluate JBLM current housing program opportunities for collaboration with municipalities

2.4 Evaluate private, corporate and businesses party creative solution options to support active duty with increased options for quality affordable housing

2.5 Assess problem areas (i.e. cost of living comparison, housing market availability, JBLM mission readiness and operations tempo)

2.6 Recommend ways to integrate and improve the current housing programs as part of this study

2.7 Recommend ways to incentivize housing development to best contribute to lowering the backlog of military family housing need.

Task 3.0 Evaluate options for different locales to increase affordable housing opportunities for active duty service members and their dependents.

Task 4.0 Evaluate existing policies, identify shortfalls or gaps in policy, and recommend ways to improve housing availability.

Task 5.0 Compare and contrast two different housing studies: The SSMCP Housing Study and the Housing Market Analysis.

5.1 Determine the differences between the two sets of findings and explain why they are different.

5.2 Determine the impact to the JBLM community of having conflicting findings. Recommend a way to rectify the perceived gaps in understanding the outcomes of these two studies.

Task 6. Project Final Report

The Consultant shall handle the development of a final project report, including all the activities listed below:

- Outline for Housing Study 2.0 Final Report
- Draft Housing Study 2.0 Report
- Present Draft Report to Technical Review Committee, Policy Committee, and Relevant Entities
- Incorporate installation feedback into the final report
- Complete Final Deliverables: Housing Study 2.0 Report and Supporting Documents; Rental availability data; High-level summary recommendations memo. The Consultant shall review and incorporate all input and feedback from SSMCP and the DOD OLDCC. All final documents will require approval for release from JBLM. The Consultant will work with SSMCP to incorporate changes and feedback from the military installations and surrounding Counties. The final report will prioritize all projects from the installation into a single regional list.

Task 6 – Deliverable 1: Proposed outline for final report, including presentation and outline
Task 6 – Deliverable 2: Housing Study 2.0 Report and Supporting Documents; Draft and Final
Task 6 – Deliverable 3: Rental availability data
Task 6 – Deliverable 4: High-level recommendations memo including Installation Resilience project
priority list; Draft and Final (5 copies)
Task 6 – Deliverable 5: Presentations on final report (3 copies)

EXHIBIT “B”

COMPENSATION

1. Total Compensation: In return for the Services, the City shall pay the Consultant an amount not to exceed one hundred forty thousand and 00/100 Dollars or \$140,000.00

2. Method of Compensation:

The Consultant will submit monthly invoices to the Project Manager. The city will pay the Consultant on a monthly basis by electronic funds transfer for fees earned in prior monthly invoices, which the Parties anticipate being generally allocated as follows:

Task #	Task Description	Allocation	Hours	Cost
Task 1	Project Initiation & Administration	8%	83	\$11,200
Task 2	Policy & Program Research	22%	229	\$30,800
Task 3	Housing Market Analysis Review of Previous Housing	20%	208	\$28,000
Task 4	Studies	20%	208	\$28,000
Task 5	Engagement	10%	104	\$14,000
Task 6	Report Development	20%	208	\$28,000
	Total Project Cost	100%	1040	\$140,000

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

March 6, 2023

REVIEW:

February 6, 2023

February 21, 2023

TITLE: Authorizing the conversion to, and sale of vehicle 42221, a boom truck formally used to maintain the City of Lakewood's traffic signal system.

ATTACHMENTS:**TYPE OF ACTION:**

☐ ORDINANCE

☐ RESOLUTION

☐ MOTION NO. 2023-27

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

RECOMMENDATION: It is recommended that the City Council authorize conversion to surplus property and sale of vehicle 42221, a boom truck formerly used to maintain the City of Lakewood's traffic signal system.

DISCUSSION: Truck 42221 was purchased in August 2015 for use by City forces to maintain the City's traffic signals. In 2021 the City contracted with Pierce County Planning and Public Works under a pilot program to maintain all city traffic signals. The pilot program proved effective and the City now utilizes Pierce County for all signal maintenance work. Truck 42221 no longer is needed for City work and Pierce County desires to acquire the vehicle for maintenance of our signals and others. The City Council conducted a public hearing on the proposed surplus on February 21, 2023 and no public testimony was received.

Per RCW 39.33.010, any municipality or political subdivision can sell, transfer, exchange, lease, or otherwise dispose of real or personal property to other governmental entities..."on such terms and conditions as may be mutually agreed upon". RCW 43.09.210 requires local governments receive the "true and full value" for all property transferred to another governmental entity. The value of the truck has been agreed upon between the City of Lakewood and Pierce County after review by the original salesman who sold the vehicle to the City. The value was estimated between \$110,000 and \$125,000. Based on the low mileage and condition, both parties agreed to a value of \$125,000. The initial purchase price was \$178,637.07.

ALTERNATIVES: Should the City not surplus to Pierce County, the vehicle could be sold at auction, however it is likely this will result in less value to the City.

FISCAL IMPACT: \$125,000 for the vehicle will be returned to the City's fleet fund.

Paul A. Bucich

Prepared by

Paul A. Bucich

Department Director


City Manager Review

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: March 6, 2023	TITLE: Authorizing the execution of necessary agreements and forms related to the Washington Opioid Settlement.	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. — MOTION NO. 2023-28 — OTHER
REVIEW: February 27, 2023	ATTACHMENTS:	

SUBMITTED BY: Heidi Ann Wachter, City Attorney

RECOMMENDATION: It is recommended that the City Council authorize the execution of the “Allocation Agreement II” related to the Washington Opioid Settlement. This is the recommendation of counsel representing the City and other plaintiffs.

DISCUSSION: The City is a participating litigant in one case among many nationwide seeking recovery for damages associated with the opioid epidemic. This case involves numerous plaintiffs comprised primarily of cities and counties and numerous defendants comprised primarily of producers and distributors of opioids. Due to the number of defendants and variety of circumstances (some defendants declaring bankruptcy, others settling, etc.), this case is expected to resolve in pieces rather than as a single judgment. The first such piece occurred earlier this year when the State of Washington settled with defendants McKesson Corporation, Cardinal Health, Inc. and AmerisourceBergen Corporation, each a distributor. More recently, the State of Washington has settled with defendants Walmart, Teva, Allergan, CVS and Walgreens.


As with the previous settlement, in order for the State to settle the case each jurisdiction must agree so that there is no further exposure for these defendants. The City Council previously authorized the City’s participation in the “OneWA MOU” that brought the cities and counties of Washington together regardless of participation in the litigation. Participation in the “OneWA MOU” is required for the City to be a “Participating Local Government” in this settlement. Also required is execution of the proposed “Allocation Agreement II.”

The “Allocation Agreement II” does not detail the amount to be paid by the defendants as the previous one did, although like the previous agreement, the split between the state and local governments is 50/50. Distribution of settlement funds among local governments is detailed in the “OneWA MOU” previously authorized by the City Council. The City is currently exploring how to spend distributions within the terms of that agreement.

ALTERNATIVE(S): The City could refuse to authorize participation in the settlement. This course threatens settlement for the state, as defendants seek complete resolution. This course is also inconsistent with the advice of counsel. Alternative to settlement is litigation. Given the array of plaintiffs and defendants, litigation, even if successful, will extend recovery unnecessarily and for an inestimable time.

FISCAL IMPACT: Authorization of the “Allocation Agreement II” will result in additional opioid settlement distributions to the City.

Heidi Ann Wachter
Prepared by


City Manager Review

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Lakewood city, WA
Reference Number: CL-393450

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE IN FIVE NEW OPIOID SETTLEMENTS

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*Settlements*") have been reached with Teva, Allergan, CVS, Walgreens, and Walmart ("*Settling Defendants*"). These new Settlements are in addition to the prior settlement with the opioid distributors, and you will need to sign new settlement documents to join.

The Washington Attorney General's Office strongly encourages you to join these new Settlements. As with the opioid distributor settlement, half of the Washington share of the settlement proceeds will be directed to Washington local governments for you to make decisions on how to remediate the opioid crisis in your communities.

The Settlements are contingent on a very high percentage of Washington cities and counties joining the Settlements. If you do not join, the Settlements may not be finalized. Even if enough cities and counties join so that the Settlements are finalized, your refusal to join would still substantially lessen the amount Washington receives. The deadline for joining the Settlements by signing the required documents is Tuesday, April 18, 2023.

How to join the settlements

In the electronic envelope attached to this email, you will find the documents that your local government needs to execute. Please sign these documents and return them to the Implementation Manager:

- *Participation Forms* for the (1) Teva, (2) Allergan, (3) CVS, (4) Walgreens, and (5) Walmart settlements, which include a release of any claims. To join the Settlements, you need to sign and submit each of these Participation Forms.
- *Allocation Agreement II*. This is an agreement between the State and Washington local governments to split the settlement proceeds for these five Settlements, with 50% going to the State and 50% going to the local governments. The local government share then will be split based on the One Washington Memorandum of Understanding, which is attached to the Allocation Agreement II.

You can return the executed *Participation Forms* and *Allocation Agreement II* to the Implementation Administrator in one of the following ways:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and *Allocation Agreement II* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning the documents and is strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to use DocuSign, the signed *Participation Forms* and *Allocation Agreement II* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before **April 18, 2023**, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

How to learn more about these settlements

This AGO press release has information on the five new Settlements and estimates of Washington's settlement share if the settlements are finalized, all eligible Washington local governments join, and all conditions are met:

<https://www.atg.wa.gov/news/news-releases/ag-ferguson-files-lawsuits-against-three-national-pharmacy-chains-their-role>.

Additionally, the AGO is coordinating with WSAC and AWC to host informational meetings about the settlements in February 2023, and more information on those meetings will follow.

You also may wish to consult with your own legal counsel.

If you have questions about this communication or the settlements, please contact Jeff Rupert, the Division Chief for the AGO's Complex Litigation Division, at 206-389-2116 or Jeffrey.Rupert@atg.wa.gov. The AGO will be monitoring the sign-on progress and encouraging all eligible local governments in Washington to join.

Information and documents regarding the *New National Opioid Settlements* can be found on the national settlement website at <https://nationalopioidsettlement.com/>.

What are the next steps after the April 18, 2023 deadline?

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

If the Settlements are finalized, the payment terms and payment schedule for the settlement proceeds is specified in each Settlement.

The sign-on period for subdivisions ends on April 18, 2023.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE
ALLOCATION OF FUNDS PAID BY CERTAIN SETTLING OPIOID
MANUFACTURERS AND PHARMACIES**

JANUARY 27, 2023

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (the “Allocation Agreement II”) governs the distribution of funds obtained from (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens (the “Settling Entities”) in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities via the following settlements:

- Walmart Settlement Agreement dated November 12, 2022 and any subsequent amendments (“Walmart Settlement”).
- Teva Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Teva Settlement”).
- Allergan Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Allergan Settlement”).
- CVS Settlement Agreement dated December 9, 2022 and any subsequent amendments (“CVS Settlement”).
- Walgreens Settlement Agreement dated December 9, 2022 and any subsequent amendments (“Walgreens Settlement”).

Collectively, the Walmart Settlement, the Teva Settlement, the Allergan Settlement, the CVS Settlement, and the Walgreens Settlement shall be referred to as “the Settlements”. Each of the Settlements can be accessed at <https://nationalopioidsettlement.com/>. The terms and definitions of each of the respective Settlement are incorporated into this Allocation Agreement II, and any undefined terms in this Allocation Agreement II are as defined in the Settlements.

1. This Allocation Agreement II is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement II shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement II shall become effective only if all of the following occur:
 - A. The State of Washington joins one of the Settlements and becomes a Settling State as provided for in the respective Settlement.
 - B. One of the Settlements becomes final and effective and a Consent Judgment is filed and approved as provided for in the respective Settlement.

- C. The number of Local Governments that execute and return this Allocation Agreement II satisfies the participation requirements for a State-Subdivision Agreement as specified in one of the Settlements, Washington is a Settling State for that Settlement, and a Consent Judgment has been filed and approved for that Settlement.
- 3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement II with respect to any one of the Settlements, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement II.
 - B. The Local Government must release its claims against the Settling Entities identified in the respective Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form for that Settlement. The forms are attached hereto as Exhibits 1-5.
 - C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
 - D. Each of the Local Governments that is eligible to participate in this Allocation Agreement II has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 6. By executing this Allocation Agreement II, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement II for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a "Participating Local Government" for that Settlement. A Local Government can be a "Participating Local Government" for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.
- 4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the "Washington Abatement Amount":
 - A. For the Walmart Settlement, the State of Washington's allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.

- B. For the Teva Settlement, the State of Washington's allocation of the (1) Net Abatement Amount and (2) Additional Restitution Amount.
- C. For the Allergan Settlement, the State of Washington's allocation of the (1) Global Settlement Abatement Amount and (2) Additional Restitution Amount.
- D. For the CVS Settlement, the State of Washington's allocation of the (1) Maximum Remediation Payment and (2) Additional Remediation Amount.
- E. For the Walgreens Settlement, the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

- 5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.
- 6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").

7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)
8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.
12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.
 - B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.
 - C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.
 - D. The definition of "Settlement" in Section A.14 of the MOU shall mean

the Settlements.

- E. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md- 02804-DAP Doc #: 4543 (June 17, 2022). JoJo Tann (the “GFF Administrator”), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General’s Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall

be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.

- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government.
Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement II shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.

- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.

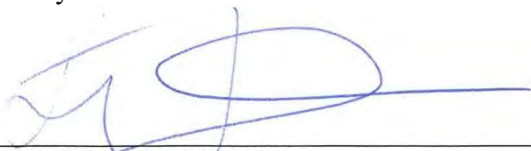
- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements shall be included when calculating whether the aforementioned fifteen percent

(15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

- L. To the extent there are any excess funds in the GFF, the GFF Administrator and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
13. In connection with the execution and administration of this Allocation Agreement II, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement II as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
15. If any party to this Allocation Agreement II believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement II.
17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.
18. Venue for any legal action related to this Allocation Agreement II (separate and apart from the MOU or the Settlements) shall be in King County, Washington.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement II have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement II.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General



JEFFREY G. RUPERT
Division Chief
Date:

1-27-23

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Lakewood city, WA
Reference Number: CL-393450

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

EXHIBIT 1
Subdivision Settlement Participation Form
(Exhibit K of the Walmart Settlement)

EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 2
Subdivision Settlement Participation
Form (Exhibit K of the Teva Settlement)

Exhibit K**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3
Subdivision Settlement Participation
Form (Exhibit K of the Allergan
Settlement)

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 4
Subdivision Settlement Participation
Form (Exhibit K of the CVS Settlement)

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT 5
Subdivision Settlement Participation
Form (Exhibit K of the Walgreens
Settlement)

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 6
One Washington Memorandum of Understanding Between Washington
Municipalities

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, 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 Rohrback 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. 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 _____

4894-0031-1574, v. 2

EXHIBIT A

O P I O I D A B A T E M E N T S T R A T E G I E S

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
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Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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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
<u>Franklin County</u>		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
<u>Garfield County</u>		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
<u>Grant County</u>		
	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
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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
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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
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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
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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
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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
<u>Spokane County</u>		
	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%
<u>Stevens County</u>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
<u>Thurston County</u>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
<u>Wahkiakum County</u>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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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%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Lakewood city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Lakewood city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Lakewood city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Lakewood city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Lakewood city	State: WA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





PLANNING COMMISSION

MEETING MINUTES

February 1, 2023

Hybrid In-Person/Virtual Meeting via ZOOM

6000 Main Street SW, American Lake Room, Lakewood, WA

Call to Order

Mr. Ryan Pearson, Vice-Chair called the hybrid ZOOM meeting to order at 6:36 p.m.

Roll Call

Planning Commission Members Present: Ryan Pearson, Vice-Chair; Paul Wagemann, Brian Parsons, Phillip Combs and Robert Estrada

Planning Commission Members Excused: Don Daniels, Chair; and Linn Larsen (Mr. Larsen arrived after roll call and minutes voting).

Commission Members Absent: None

Staff Present: 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 January 18, 2023 were approved as written by voice vote M/S/C Combs/Wagemann. The motion carried unanimously, 5-0.

Agenda Updates None

Public Comments No participants were online or in person wishing to comment.

Public Hearings None

Unfinished Business None

New Business

2024 Comprehensive Plan Periodic Review Process – Utilities and Public Services Part 2

Tiffany Speir introduced the continued the Utilities and Public Services Elements' discussion in the series of Planning Commission baseline discussions that began on September 2022 about the 2024 Comprehensive Plan Periodic Review (24CPPR) process.

Ms. Speir identified the 19 goals and 84 policies with accompanying maps in the current Lakewood Comprehensive Plan Utility Element. Lakewood's current Comprehensive Plan contains an optional element titled Public Services that has 21 goals and 90 policies covering a variety of topics.

Guest speakers included Ms. Julie White, Chancellor, Pierce College; Mr. John DeVore, General Manager, Lakeview Light & Power (LL&P); and Mr. Brian Laubach, Deputy Superintendent, Clover Park School District. Each provided information regarding their respective organization's role in partnership with the City. Commissioners were actively engaged in asking questions during each providers' presentation.

Report from Council Liaison No updates were made to commissioners at this meeting.

Reports from Commission Members and Staff

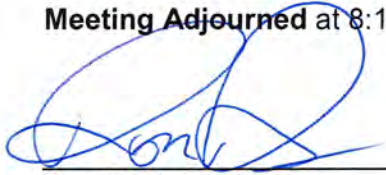
Ms. Speir reviewed the upcoming meetings schedule with commissioners:

February 15: Annual Shoreline Restoration Plan activities; 24CPPR Land Use and Community Character & Urban Design Elements

March 1: Updated Housing Needs Assessment; Racial Disparate Impacts & Equality Analysis of all Elements

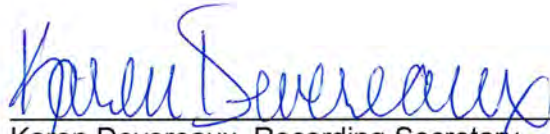
The Next Regular Meeting would be held as a hybrid in-person/ZOOM meeting on Wednesday, February 15, 2023.

Meeting Adjourned at 8:15 p.m.



Don Daniels, Chair
Planning Commission

02/15/2023



Karen Devereaux, Recording Secretary
Planning Commission

02/15/2023

STAFF REPORT

CITY COUNCIL PUBLIC HEARING MONDAY March 6, 2023

VACATION REQUEST SUMMARY:

Steve Borman, representing Washington and Rice, LLC, the owner of real property directly adjacent to the right-of-way to be vacated, has submitted a request to vacate that portion of 113th Street SW lying west of the westerly margin of Kendrick Street SW within the plat of Kendrick Addition.

The portion of right-of-way to be vacated is approximately 14,051 square feet in size and abuts parcel numbers 0219122064, 4935000010, 4935000020 and, 0219122167
The owner of all parcels is Washington and Rice, LLC, The petitioner.

The right-of-way was acquired by Pierce County more than 25 years ago for Right-of-way purposes, to which the City became heir upon incorporation. Therefore, staff is recommending the applicant pay to the City \$340,000 which represents the full appraised value (reference Lakewood Municipal Code (LMC) 12.12.160).

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

ALL THAT PORTION OF 113TH STREET SOUTHWEST, LYING WEST OF THE WESTERLY MARGIN OF KENDRICK STREET AND LYING SOUTH OF BLOCK 1 AND LYING NORTH OF BLOCK 2, ACCORDING TO THE PLAT OF KENDRICK ADDITION, RECORDED IN VOLUME 16 OF PLATS AT PAGES(S) 33 UNDER PIERCE COUNTY RECORDING NUMBER 1645527.

TOGETHER WITH ALL THAT PORTION OF THE 60 FOOT ROAD DEDICATED BY SUPERIOR COURT CAUSE #134393 UNDER PIERCE COUNTY RECORDING NUMBER 1850387.
(CONTAINING AN AREA OF 14,051 SQUARE FEET, MORE OR LESS)

RESERVING, HOWEVER, TO THE CITY OF LAKEWOOD AND TO SUCH UTILITY COMPANIES DULY FRANCHISED IN THE CITY OF LAKEWOOD, PERPETUAL EASEMENTS UNDER OR OVER THE ABOVE DESCRIBED PROPERTY FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF SUCH UTILITY FRANCHISES AS THEY MAY EXIST AT THE TIME OF THIS VACATION PURSUANT TO PROVISIONS CONTAINED IN RCW 36.87.140.

Petition: Steve Borman (Washington and Rice, LLC) acting as principal petitioner. The Principal Petitioner is the owner of all adjoining parcels to the proposed vacated area. A copy of the vacation petition is attached.

Notification: On February 6, 2023, the Lakewood City Council passed Resolution No. 2023-02 establishing March 6, 2023, as the date for a public hearing to be held before

the City Council on the proposed vacation. In accordance with LMC 12A.12.090, all property owners of record, within 300 feet of the limits of the proposed vacation (according to the records of the Pierce County Assessor), were notified by mail of the time, place and purpose of the hearing. A notice of the hearing was published in the Tacoma News Tribune on February 10, 2023. A placard was posted at the site where the vacation is being requested.

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

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

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

- A. The vacation of 113th St SW lying west of the westerly margin of Kendrick Street SW., a 334.19 feet by 60 feet wide dead end street, will better serve the public than use as a street, or alley and will better serve the public good than a change of use.
- B. The Public Works Engineering Department has determined that the public right-of-way to be vacated is not required for public use or for public access.
- C. The substitution of new and different public right-of-way will not be more useful.
- D. It is not anticipated that conditions may so change in the future as to provide a greater need for the right-of-way proposed to be vacated.
- E. No written objections to the vacation have been received by the City from private property owners, other governmental agencies, or the general public.

Department and Agency Recommendations:**Public Works Engineering Department:**

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

1. The vacation shall be effective upon recording of Ordinance by the City Clerk in the office of the Pierce County Auditor.
2. For those portions of the proposed vacation area that have public utilities, the City shall retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of said public utilities and services.

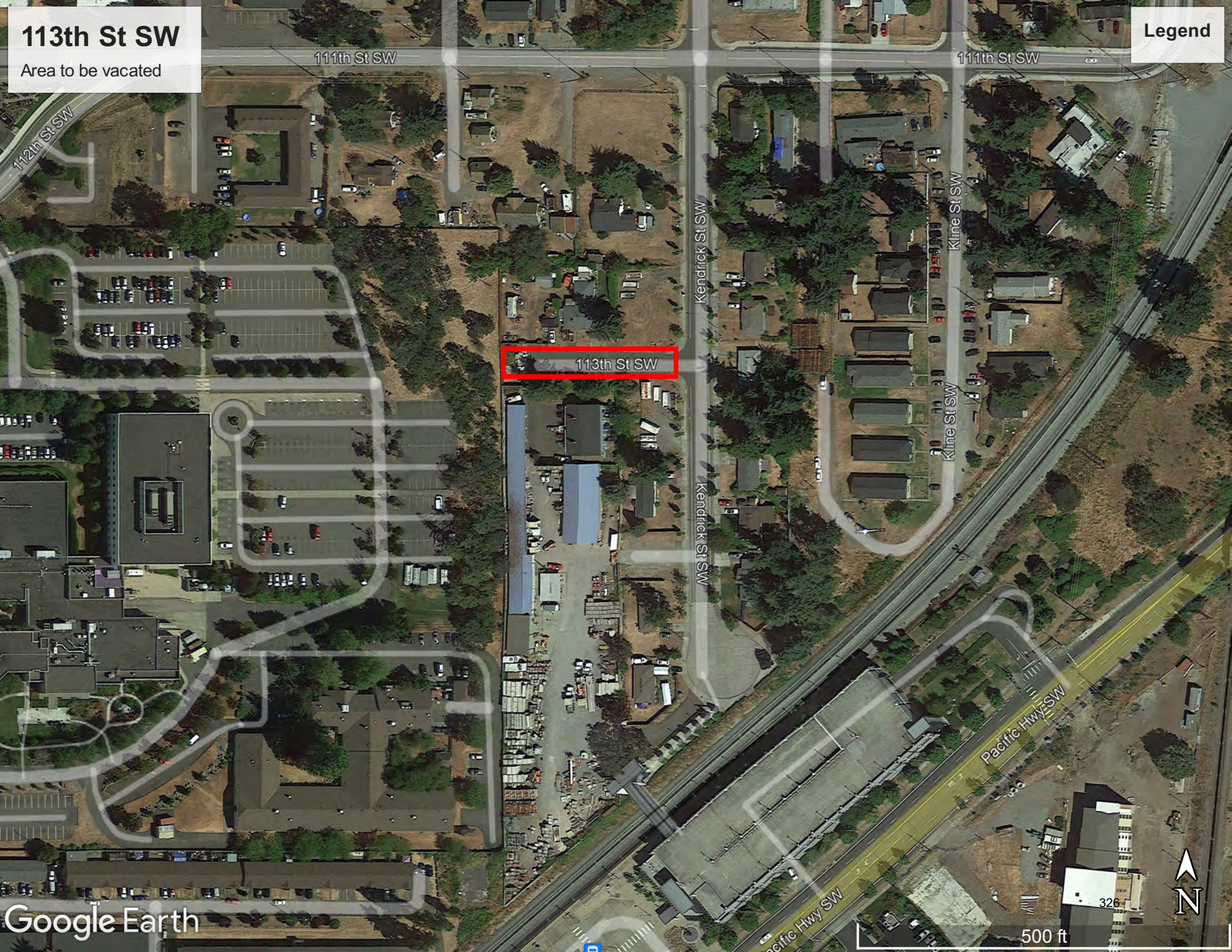
Attachments:

- 1) Vacation petition
- 2) Vicinity map via satellite image
- 3) Affidavit of TNT posting
- 4) Street posting image
- 5) Exhibits: Vicinity map, Legal Description, Survey
- 6) Appraisal

113th St SW

Area to be vacated

Legend





Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36009	381354	Print Legal Ad-IPL01092170 - IPL0109217	2169-4223 PH	\$314.66	1	52 L

Attention: Briana Schumacher

CITY OF LAKEWOOD
6000 MAIN ST SW
LAKEWOOD, WA 984995027

NOTICE OF PUBLIC HEARING

RE: Request by Steve Borman representing Washington and Rice, LLC to vacate Two Hundred Thirty-four (234) feet of 113th Street SW west of the intersection with Kendrick St SW.

On **Monday, March 6, 2023 at 7:00 p.m.**, or soon thereafter, the Lakewood City Council will hear public testimony on the request to vacate a portion of 113th Street SW described as follows:

ALL THAT PORTION OF 113TH STREET SOUTHWEST, LYING WEST OF THE WESTERLY MARGIN OF KENDRICK STREET AND LYING SOUTH OF BLOCK 1 AND LYING NORTH OF BLOCK 2, ACCORDING TO THE PLAT OF KENDRICK ADDITION, RECORDED IN VOLUME 16 OF PLATS AT PAGES(S) 33 UNDER PIERCE COUNTY RECORDING NUMBER 1645527. TOGETHER WITH ALL THAT PORTION OF THE 60 FOOT ROAD DEDICATED BY SUPERIOR COURT CAUSE #134393 UNDER PIERCE COUNTY RECORDING NUMBER 1850387. (CONTAINING AN AREA OF 14,051 SQUARE FEET, MORE OR LESS)

If you have concerns about this matter and want those concerns to be known and considered, they must be presented at the hearing or written comments can be submitted to the City Clerk, 6000 Main Street SW, Lakewood, WA 98499 or by e-mail to bschumacher@cityoflakewood.us prior to the hearing.

This hearing will take place in the City Council Chambers, 6000 Main Street SW, Lakewood, WA. All persons will have an opportunity to present their oral comments at the hearing.

For further information about this matter, please contact Franc Sawatzki, Associate Civil Engineer, (253) 250-1559 or PWEpermits@CityofLakewood.us
IPL0109217
Feb 10 2023

Stefani Beard, being duly sworn, deposes and says: That he/she is the Principal Clerk of the publication; The News Tribune, printed and published in Tacoma, Pierce County, State of Washington, and having a general circulation therein, and which said newspaper(s) have been continuously and uninterruptedly published in said County during a period of six months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The News Tribune, as amended, for:

1 insertion(s) published on:
02/10/23

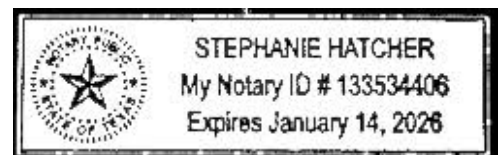
Stefani Beard

Principal Clerk

Sworn to and subscribed before me this 10th day of February in the year of 2023 before me, a Notary Public, personally appeared before me Stefani Beard known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



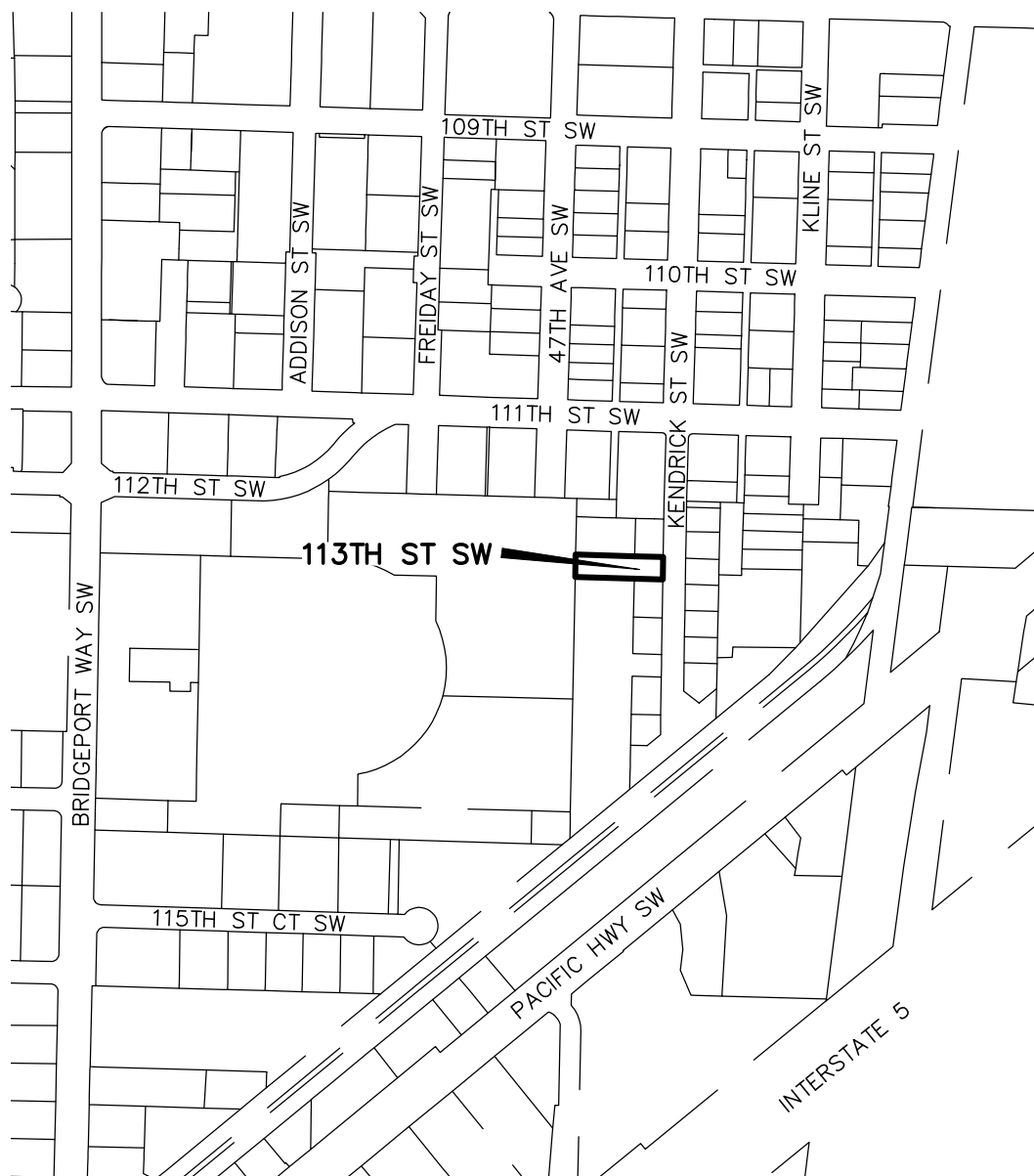
PUBLIC NOTICE



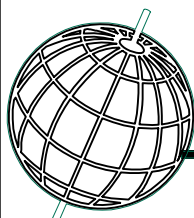
TO SUBMIT COMMENTS OR
OBTAIN INFORMATION
CONTACT 253-589-2489



EXHIBIT A
VICINITY MAP



A PORTION OF THE NE 1/4, NW 1/4, SEC.12, TWP.19N., RGE.2E, W.M.
CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON



Axis
Survey & Mapping

15241 NE 90TH ST,
SUITE 100
REDMOND, WA 98052
TEL. 425.823-5700
FAX 425.823-6700

www.axismap.com

JOB NO.
22-056

DATE
11/21/22

DRAWN BY
ERM

CHECKED BY
ZLN

SCALE
1"=500'

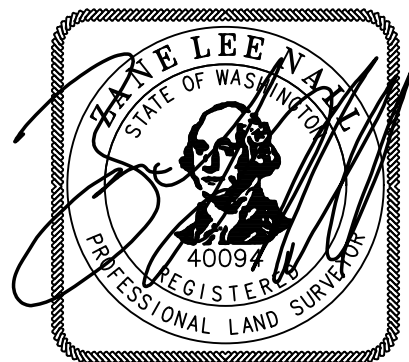
SHEET
1 OF 3

EXHIBIT B
113TH ST SW DESCRIPTION

ALL THAT PORTION OF 113TH STREET SOUTHWEST, LYING WEST OF THE WESTERLY MARGIN OF KENDRICK STREET AND LYING SOUTH OF BLOCK 1 AND LYING NORTH OF BLOCK 2, ACCORDING TO THE PLAT OF KENDRICK ADDITION, RECORDED IN VOLUME 16 OF PLATS AT PAGE(S) 33 UNDER PIERCE COUNTY RECORDING NUMBER 1645527.

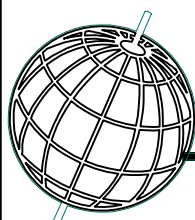
TOGETHER WITH ALL THAT PORTION OF THE 60 FOOT ROAD DEDICATED BY SUPERIOR COURT CAUSE #134393 UNDER PIERCE COUNTY RECORDING NUMBER 1850387.

(CONTAINING AN AREA OF 14,051 SQ. FT. MORE OR LESS)



11/21/22

A PORTION OF THE NE 1/4, NW 1/4, SEC.12, TWP.19N., RGE.2E, W.M.
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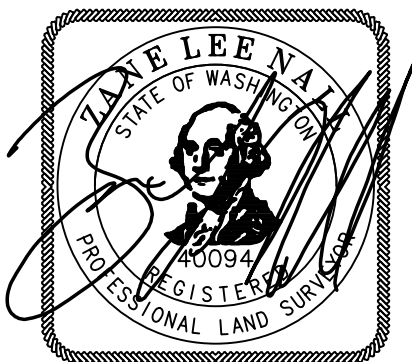
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SHEET
2 OF 3

EXHIBIT C
113TH ST SW DEPICTION

— EXHIBIT NOTE —

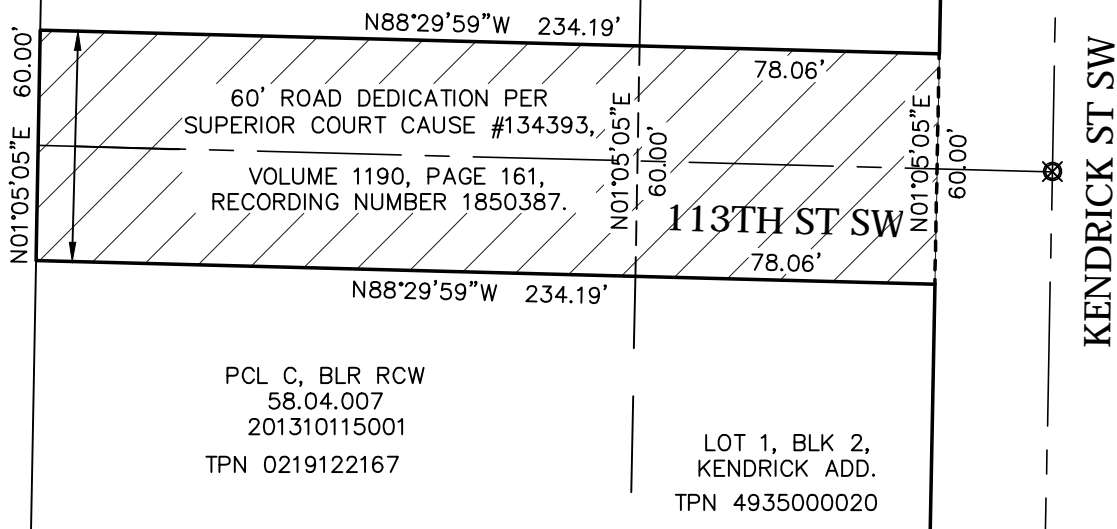
THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



11/21/22

TPN 0219122064

TPN 4935000010
LOT 1, BLK 1,
KENDRICK ADD.



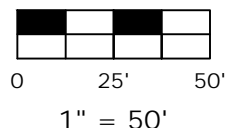
PCL C, BLR RCW
58.04.007
201310115001
TPN 0219122167

LOT 1, BLK 2,
KENDRICK ADD.
TPN 4935000020

A PORTION OF THE NE 1/4, NW 1/4, SEC.12, TWP.19N., RGE.2E, W.M.
CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON



GRAPHIC SCALE



Axis
Survey & Mapping

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SUITE 100
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FAX 425.823-6700

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11/21/22

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ZLN

SCALE
1"=50'

SHEET
3 OF 3



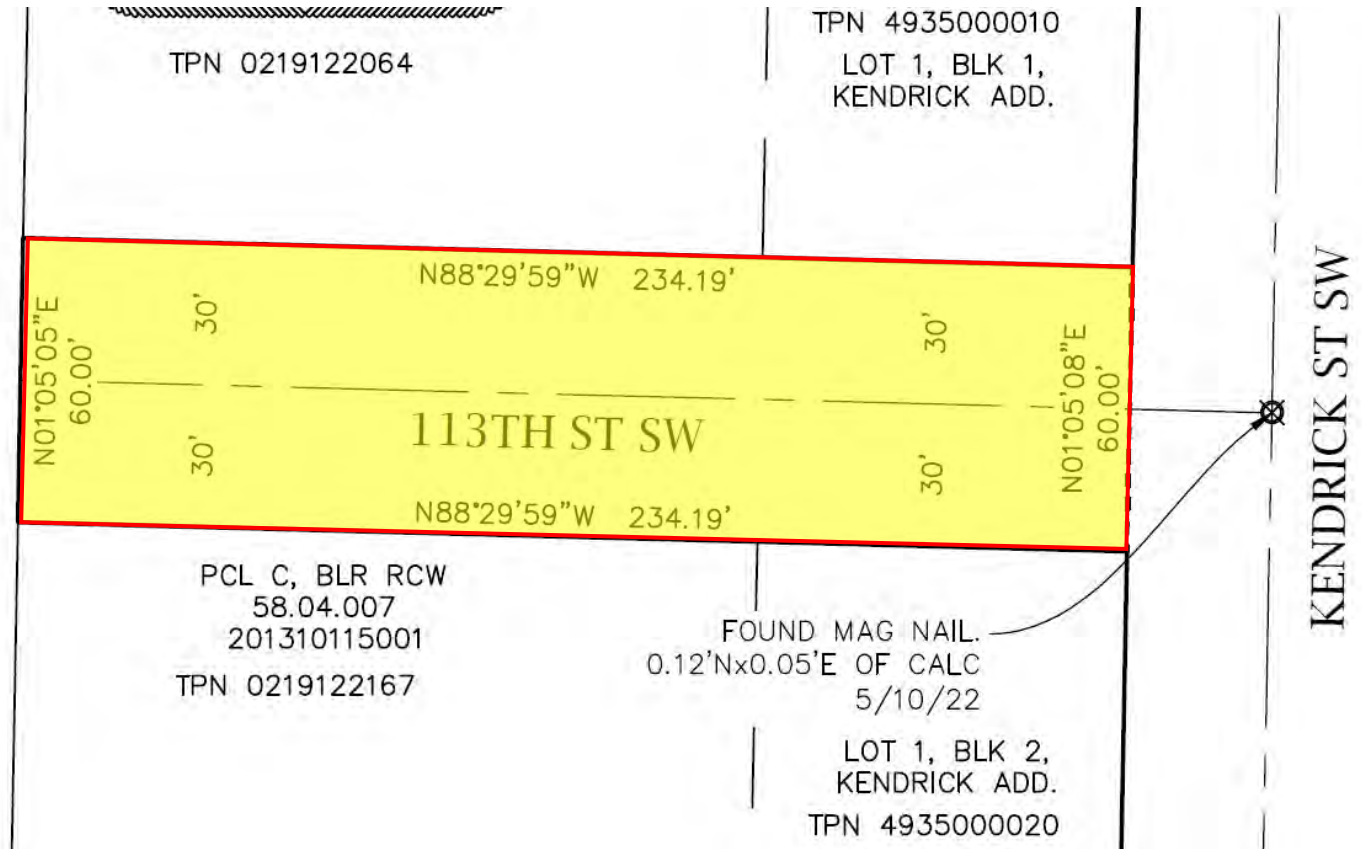
2169/4223
REV #2



Appraisal Report

ROW Street Vacation | Lakewood, WA

as of October 21, 2022



Prepared for:

DevCo, LLC

Prepared by:

Stan Sidor, MAI, AI-GRS, CRE

KM Job A22-1793

Kidder Mathews

Valuation Advisory Services

1201 Pacific Avenue, Suite 1400
Tacoma, WA 98402

253.722.1445 | Fax 253.722.1409
stan.sidor@kidder.com

November 28, 2022

DevCo, LLC
Attn: David Ratliff, President
10900 NE 8th St., Suite 200
Bellevue, WA 98004

RE: ROW Street Vacation, City of Lakewood
A Portion of 113th St. SW
Lakewood, WA

Dear Mr. Ratliff:

At your request, I have prepared an appraisal of the above-referenced property, which is more fully described in the attached report. As requested, I have estimated the market value of the fee simple estate in the subject real estate. The undersigned has inspected the property and obtained data regarding other similar real estate in the area.

This report has been prepared in conformance with the current Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. The intended user of this appraisal is the client, DevCo LLC, along with the City of Lakewood. The intended use of this appraisal is to determine the purchase price of a portion of 113th St. SW in Lakewood to be vacated by the city. This report may not be suitable for other uses.

As a result of my investigation and analysis, I have concluded that the market value of the fee simple interest in the appraised real estate, subject to the limiting conditions and any assumptions contained herein, are:

Market Value, as of October 21, 2022:..... \$340,000

Respectfully submitted,


Stan Sidor, MAI, AI-GRS, CRE
WA State Certified General Real Estate Appraiser
License No. 1100565
SRS/



Certification

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

- 1) The statements of fact contained in this report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and represent my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3) I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8) I have made a personal inspection of the property that is the subject of this report.
- 9) I have not provided professional appraisal or consulting services concerning the subject property within the past three years.
- 10) No one provided significant real property appraisal assistance to the person signing this Certification.
- 11) The reported analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- 12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 13) As of the date of this report, Stan Sidor, MAI, AI-GRS, CRE has completed the continuing education program for Designated Members of the Appraisal Institute.

Stan Sidor, MAI, AI-GRS, CRE
WA State Certified General Real Estate Appraiser
License No. 1100565



Limiting Conditions

Limiting conditions specific to this appraisal are:

- 1) Physical dimensions for the property were taken from public records or from information provided, and the appraiser assumes no responsibility in connection with such matters. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader to visualize the property.
- 2) I assume that there are no hidden or unapparent conditions of the property, subsoil, or structures (including asbestos, soil contamination, or unknown environmental factors) that render it more or less valuable. No responsibility is assumed for such conditions or for arranging the studies that may be required to discover them.
- 3) No responsibility is assumed for the legal description or for matters including legal or title considerations.
- 4) The information identified in this report as being furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 5) The appraiser is not required to give testimony or attendance in court by reason of this appraisal unless arrangements have previously been made.
- 6) The allocation of total value to land, buildings, or any fractional part or interest as shown in this report is invalidated if used separately in conjunction with any other appraisal.
- 7) Valuation Advisory Services is a subsidiary of Kidder Mathews, a full service commercial real estate brokerage firm. On occasion, employees or agents of the firm have interests in the property being appraised. When present, interests have been disclosed, and the report has been made absent of any influence from these parties.

RESTRICTION UPON DISCLOSURE & USE:

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the appraiser. No part of this report or any of the conclusions may be included in any offering statement, memorandum, prospectus, or registration without the prior written consent of the appraiser.



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Appraiser's Experience Data	



2169/4223

REV #2

ROW Street Vacation, Lakewood
Job A22-1793

RECEIVED

11/29/2022

City of Lakewood

Summary of Appraisal



Summary of Appraisal

Identity of Property	A portion of 113 th St. SW in Lakewood, WA to be vacated.	
Property Description	The subject of this appraisal consists of a 14,051 sq ft portion of 113 th St. SW that lies westerly of Kendrick St. SW, in Lakewood, WA. The client of this appraisal is seeking to have this portion of 113 th St. SW vacated by the City of Lakewood, in order to integrate its area with abutting sites to the north and south, which are proposed to be developed with a multi-family residential project. The zoning in this area is MF3, a Multi-Family designation.	
Highest & Best Use	Multi-family residential development and use	
Scope of Work	USPAP-compliant appraisal report	
Intended User/Use of Appraisal	The intended user of this appraisal is the client, DevCo LLC, along with the City of Lakewood. The intended use of this appraisal is to determine the purchase price of a portion of 113 th St. SW in Lakewood to be vacated by the city. This report may not be suitable for other uses.	
Property Rights Appraised	Fee Simple Estate	
Extraordinary Assumptions	None	
Hypothetical Conditions	None	
Existing Lease Encumbrances	None	
Market Value Conclusion	Market Value, as of October 21, 2022:	\$340,000
Date of Report	November 28, 2022	
Date of Inspection	October 21, 2022	
Effective Date of Appraisal	October 21, 2022	



2169/4223

REV #2

ROW Street Vacation, Lakewood
Job A22-1793

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11/29/2022

City of Lakewood

Marketing Time 12 months or less

Exposure Time 12 months or less



2169/4223
REV #2



ROW Street Vacation, Lakewood
Job A22-1793



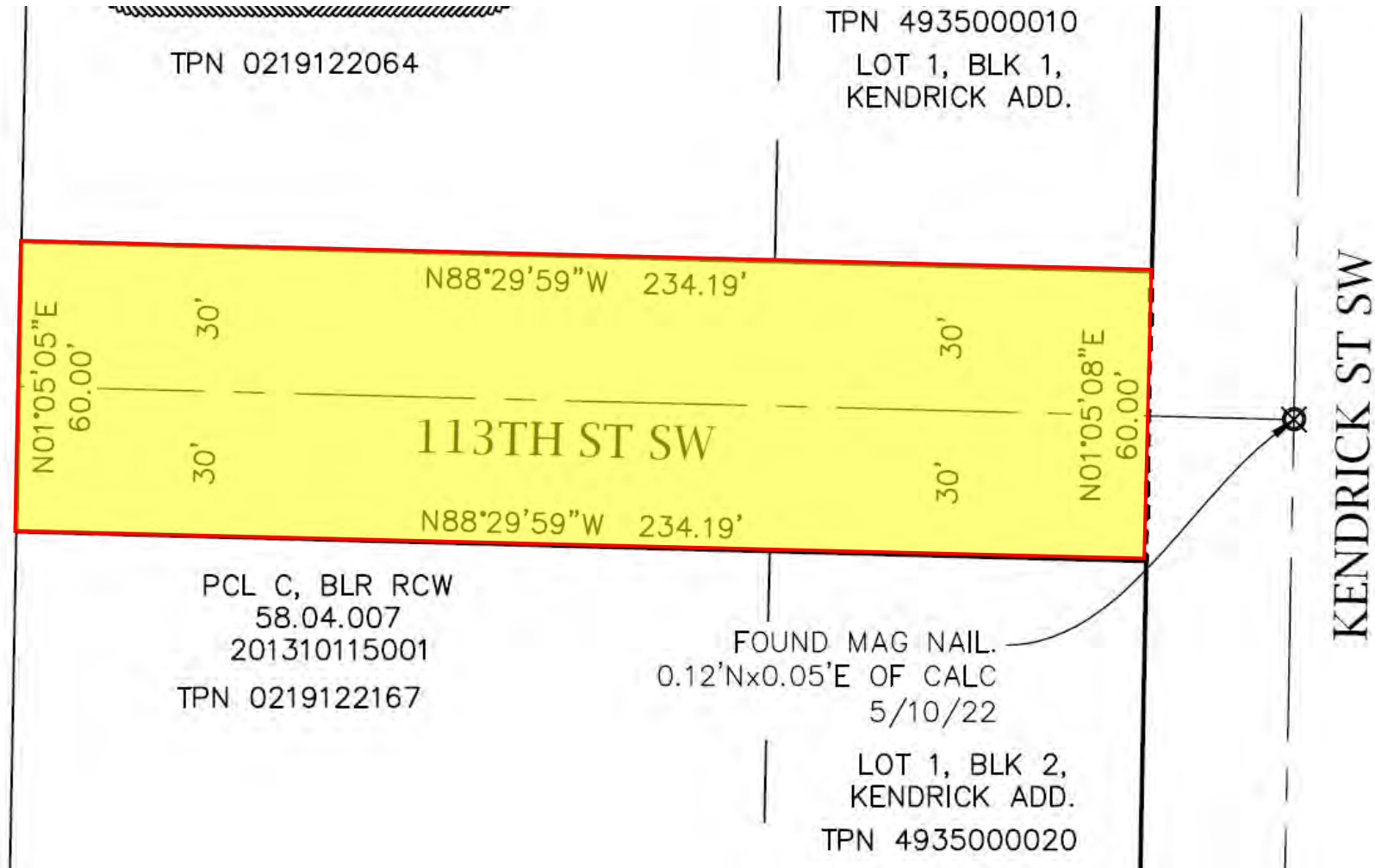
Aerial Photograph



2169/4223
REV #2



ROW Street Vacation, Lakewood
Job A22-1793



Site Survey



Property Photographs

Northerly view along Kendrick St. SW. 113th St. SW on left.



Westerly view down 113th St. SW at intersection with Kendrick St. SW.



Southerly view along Kendrick St. SW. 113th St. SW on right.





Property Photographs

Easterly view down 113th St.
SW. Kendrick St. SW in
background.





2169/4223

REV #2

ROW Street Vacation, Lakewood
Job A22-1793

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City of Lakewood

Introduction



Introduction

Identity of Property

A portion of 113th St. SW in Lakewood, WA.

PROPERTY ADDRESS

The property of this appraisal has not been assigned a street address. It is a portion of 113th St. SW.

ASSESSOR'S PARCEL NUMBERS

N/A

The portion of 113th St. SW is not a legal parcel, and has not been assigned a parcel number. It abuts APNs 0219122064 and 4935000010 to the north and APNs 0219122167 and 4935000020 to the south.

LEGAL DESCRIPTION

No title report was provided the appraiser. Per a survey completed of the proposed street vacation, the legal description of the street portion to be vacated is:

ALL THAT PORTION OF 113TH STREET SOUTHEAST, LYING WEST OF THE WESTERLY MARGIN OF KENDRICK STREET AND LYING SOUTH OF BLOCK 1 AND LYING NORTH OF BLOCK 2, ACCORDING TO THE PLAT OF KENDRICK ADDITION, RECORDED IN VOLUME 16 OF PLATS AT PAGE(S) 33 UNDER PIERCE COUNTY RECORDING NUMBER 1645527.

(CONTAINING AN AREA OF 14,051 SQ. FT. MORE OR LESS)

Ownership History

Ownership of the subject is currently vested in the City of Lakewood. The property is not currently listed for sale, subject to a pending purchase and sale agreement, or subject to a purchase option.

Property Rights Appraised

This is an appraisal of the fee simple estate. The definition of "fee simple estate" is as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Source: The Dictionary of Real Estate Appraisal, Sixth Edition. Chicago: Appraisal Institute, 2015.

Purpose of Appraisal

The purpose of this appraisal is to determine the market value of the property. The term "Market Value" is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a



fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date, and the passing of title from seller to the buyer under conditions whereby:

- a. the buyer and seller are typically motivated;*
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;*
- c. a reasonable time is allowed for exposure in the open market;*
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [h].

Scope of Work

The property is appraised based on the following scope of work.

- The property was inspected on October 21, 2022, the effective appraisal date.
- I have considered all three valuation approaches: Cost, Sales Comparison, and Income Approaches within this report, and have applied the Sales Comparison Approach relative to Land Valuation. The lack of the Cost and Income Approaches is not considered to be such a limiting factor as to be unable to render credible opinions of the market values of the properties.
- The research of data included both general and specific data. Sources of general data that are included in the market trends and neighborhood description were obtained from various private and governmental sources.
- Specific data concerning the property was obtained from various sources including the owner and public records.
- Data compiled in the analysis of property sales was obtained from CBA (Commercial Broker Association), NWMLS (Northwest Multiple Listing Service), CoStar, public records, as well as our own in-house data files.



- Land Valuation is based on a price per sq ft of site area, along with a price per residential unit. The area of research of comparable properties with within Pierce County, with an emphasis on the immediate surrounding area in Lakewood.
- All of the sale data was confirmed with a party involved in the transaction and/or through public records.

**Intended Use &
Intended Users**

The intended user of this appraisal is the client, DevCo LLC, along with the City of Lakewood. The intended use of this appraisal is to determine the purchase price of a portion of 113th St. SW in Lakewood to be vacated by the city. This report may not be suitable for other uses.

**Extraordinary
Assumptions**

None

**Hypothetical
Conditions**

None

Date of Report

November 28, 2022

Date of Inspection

October 21, 2022

**Effective Date of
Appraisal**

October 21, 2022



2169/4223

REV #2

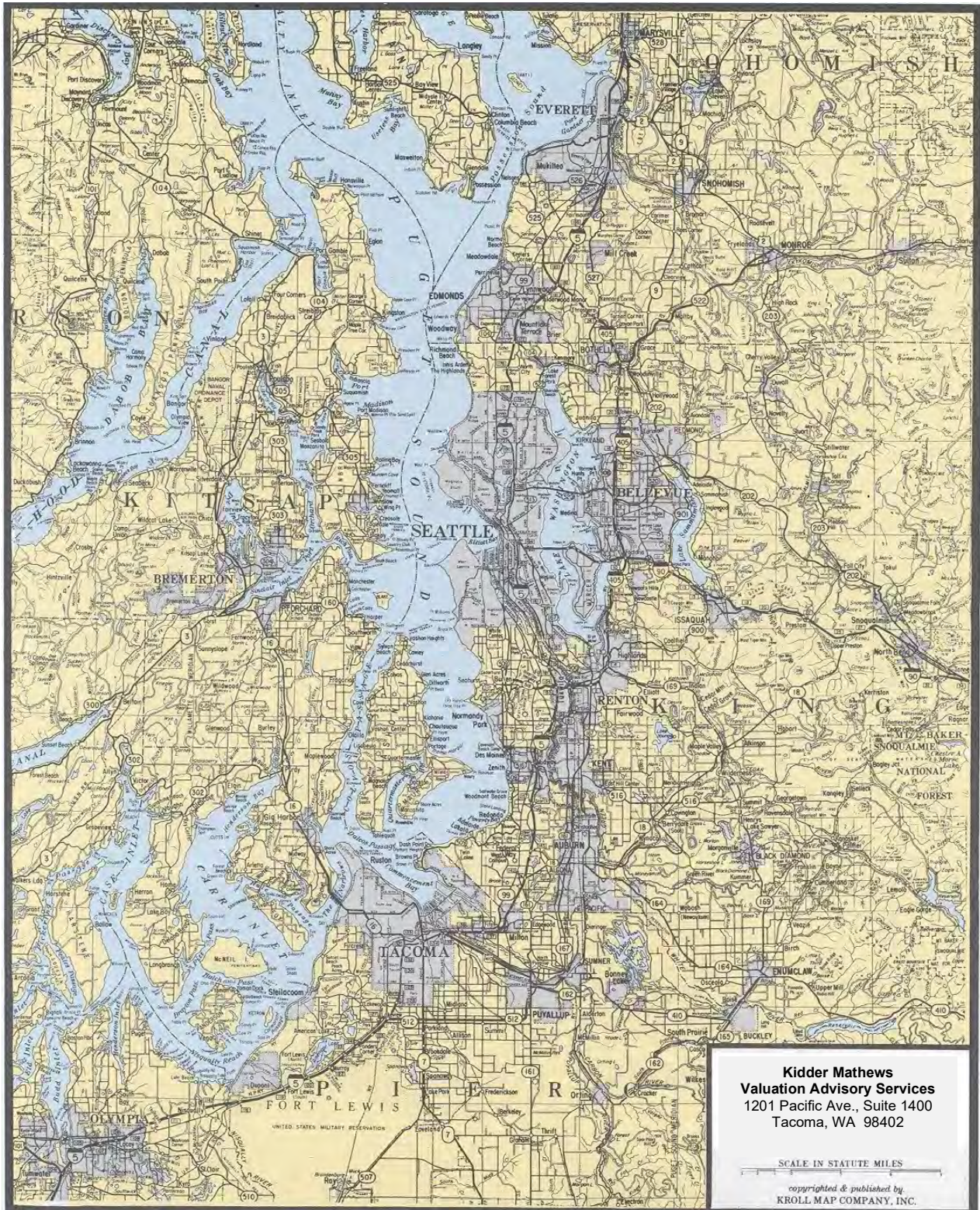
ROW Street Vacation, Lakewood
Job A22-1793

RECEIVED

11/29/2022

City of Lakewood

Market Overview



Regional Map



Regional Overview

Introduction

The appraised property is located in the city of Lakewood, in Pierce County, WA. The Puget Sound region comprises King, Kitsap, Pierce, Snohomish, and Thurston Counties. King County has the largest population and employment base with growth in technology driven by Amazon, Microsoft, Facebook, and Google. King County has the region's largest airport, largest university, and the second largest port. Snohomish County includes Boeing's largest manufacturing facility has downsized and a Navy Homeport in Everett. Pierce County includes the region's largest port and its largest military base. Kitsap County has significant military bases. Thurston County has significant government employment driven by the state capital in Olympia.

Regional Overview

The Puget Sound region has been one of the best performing areas in the nation. Even with employment decline in 2020, the regional employment growth was almost 388,000 jobs in the last ten years, an average of 2.0% per year, outpacing population growth.

Regional and National Economic Indicators

Regional and National Economic Indicators								Forecast	
Annual Change	2015	2016	2017	2018	2019	2020	2021	2022	2023
Puget Sound Region									
Employment	3.1%	3.2%	2.4%	2.3%	2.3%	-5.0%	1.7%	3.5%	0.8%
Personal Income	5.9%	4.7%	5.6%	6.1%	4.5%	5.8%	8.5%	3.7%	3.7%
Consumer Price Index	1.4%	2.2%	3.0%	3.2%	2.6%	1.7%	4.7%	5.2%	2.6%
Housing Permits	23.5%	-4.5%	7.3%	-6.1%	4.4%	-6.8%	28.2%	-8.8%	-5.5%
Population	1.7%	1.7%	1.5%	1.4%	1.3%	1.3%	0.8%	1.3%	1.3%
United States									
Employment	2.1%	1.8%	1.6%	1.6%	1.4%	-5.7%	2.7%	3.7%	1.6%
Personal Income	4.9%	2.8%	4.9%	5.3%	3.9%	6.3%	7.3%	3.8%	5.2%
Consumer Price Index	0.1%	1.3%	2.1%	2.4%	1.8%	1.3%	4.7%	5.2%	2.5%

Source: *The Puget Sound Economic Forecaster, March 2022*

Growth has been driven by technology, and by Amazon which is now the largest employer in the region. From 2012 through early 2020, the region enjoyed a strong economy. In 2020, the world, national, and regional economies faced the unprecedented challenge of the Covid-19 pandemic. Lodging, travel, leisure, and retail sectors saw employment reduction. In 2022, employment is expected to surpass the pre-covid peak.

The Puget Sound Economic Forecaster is the longest running and primary source of regional data in the market. It is produced by Western Washington University. The March 2022 report includes the latest

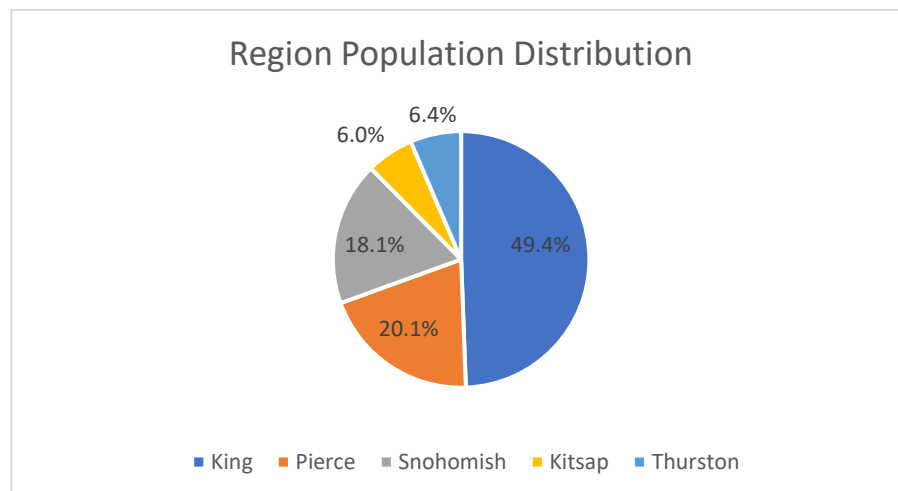


estimates for employment, personal income, and housing starts. The forecast for 2022 is employment growth of 3.5% as the recovery picks up speed. The pandemic damage and duration will likely be widely different on different sectors. Office employers are planning on significant workforce work from home into 2022 and some long-term consequences of a hybrid model. The travel sector severely reduced hotel demand and airplane demand for airlines, which was a direct impact on Boeing orders, production, and employment. Hotel performance on a national basis has recovered somewhat, to about 77% of 2019 performance.

In 2021, economists projected stronger growth for 2022 as a post covid recovery. There were headwinds such as supply chain disruptions and inflation. To curb inflation, the Federal Reserve signaled tighter monetary policy. In the 1st quarter 2022, inflation has proven stronger, and this is exacerbated by the war in Ukraine. The Federal Reserve is actively increasing interest rates and that is flowing into economic activity from home and car purchases to commercial real estate. The stock market has declined, and investment capital has shifted somewhat more to real estate, so despite higher interest rates, cap rates remain steady so far.

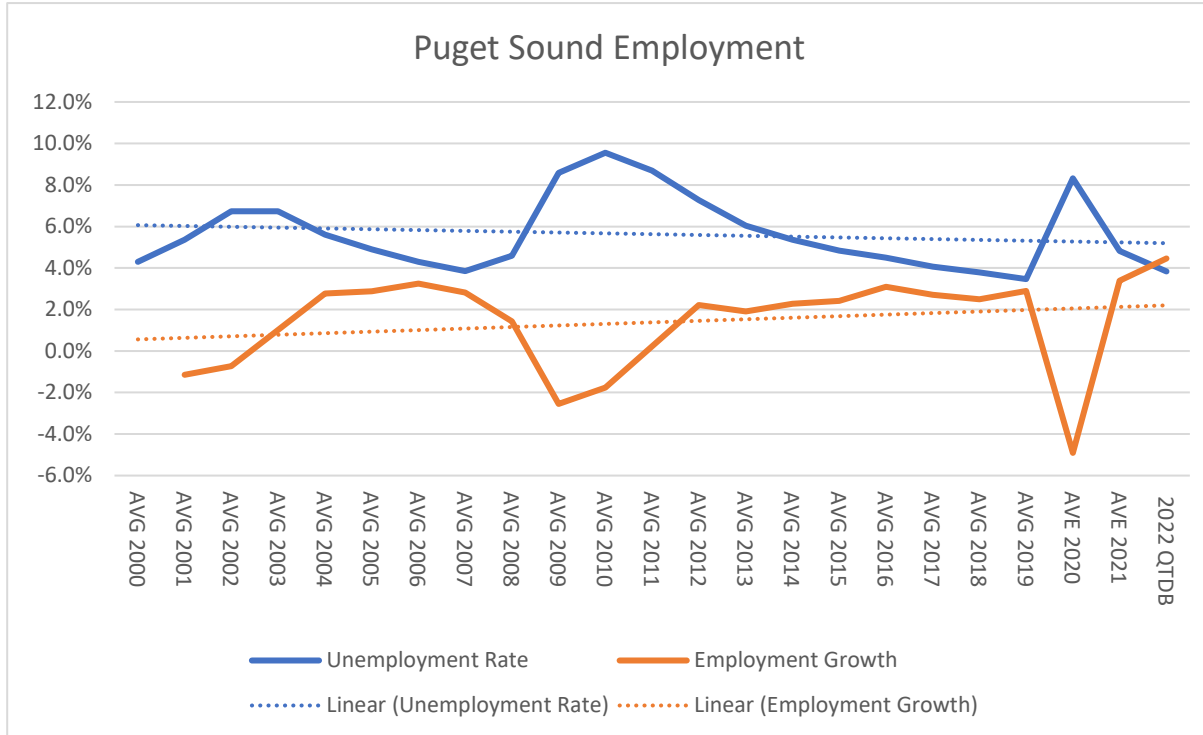
Population

For the past 40 years, the population of Washington has grown by an average of approximately 20% per decade, according to the Puget Sound Regional Council (PSRC). The five counties that comprise the Central Puget Sound Region account for 60% of Washington's 2021 population of 7,766,925. The region's population growth rate has gradually slowed from a 2016 peak at 2.2% to 1.5% in 2020 and 2021. The major change has been declining in-migration. That is tied directly to the slowing job growth and cost of living increases.



**Employment**

As of March 2022, regional employment was at an all-time high. Employment has grown 8.5% from the trough of the Covid pandemic driving unemployment down to the current rate 3.7%.



Over the past ten years, Amazon has been the biggest single contributor to employment growth with over 55,000 employees in the state and about 50,000 in the Seattle CBD. Amazon continues to hire and fill office space with about 12.9 million sq ft of space (owned and leased) occupied. The total could accommodate about 15,000 more employees. There is one more building underway that will take the total to over 13 million sq ft. This may complete the company's stated plans for the Seattle CBD. Amazon is expanding on the Eastside, particularly in Bellevue by way of ownership and leasing up to 2.5 million sq ft. Amazon supercharged the Seattle tech hub that now includes significant local expansions by Facebook, Google, Tableau, Zillow, Apple, eBay, and Alibaba, in both Seattle and the Eastside.

Microsoft has rough 57,651 employees in Washington State as of March 2021, about 57% of its U.S. total and 33% of its worldwide total. The 500-acre Microsoft Headquarters campus in Redmond includes over ten million sq ft in 80 buildings. Microsoft is overhauling and expanding its main campus in a multi-year project that started in 2019. Over five to seven years, the company plans 18 new buildings on the campus. The



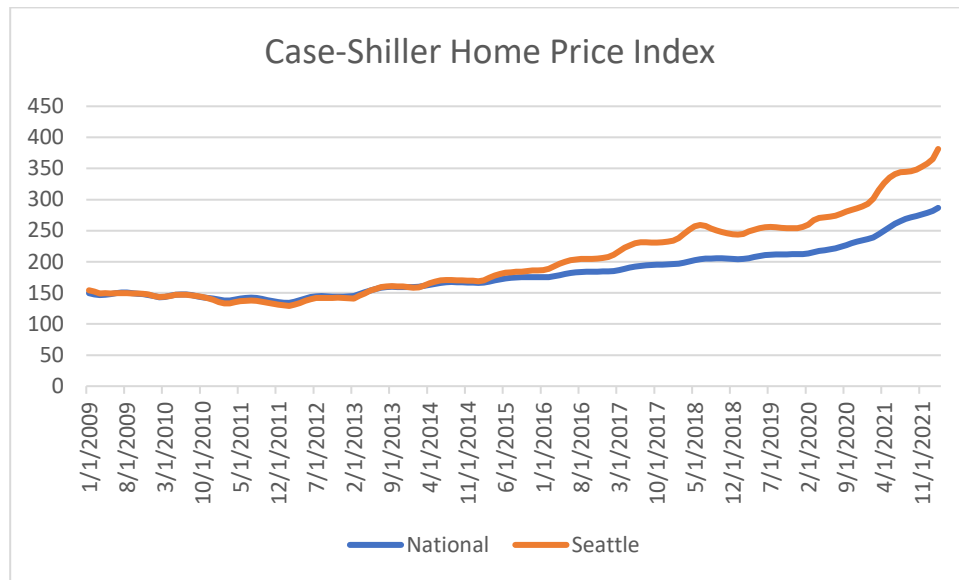
expansion will add about 1.3 million sq ft, room for an additional 8,000 employees.

Starting 2020, Boeing employed 161,133, with 71,289 in Washington. Starting 2021, Boeing employed 141,014 with 56,908 in Washington. This is a 25% reduction for Washington. Boeing employment was 6.3% of the region in 1997 and 2.5% in 2020. Most of these employees are in King, Snohomish, and Pierce Counties. Boeing faces significant hurdles. In 2019, the 737 MAX was grounded until problems with its flight control system were solved and the plane re-certified. With the Covid-19 pandemic, demand fell precipitously. Airlines are in a survival mode and are preparing for a lower demand future. Airplane orders declined, airplane production slowed, and employment declined. Boeing restarted the 737 MAX assembly line in May, received FAA recertification in the 4th quarter 2020, and received an order for 200 737 MAX planes in June 2021. However, it consolidated the 787-production line to South Carolina. In October 2020, Boeing announced its employment will be down to 130,000 by year end 2021, a decline of 19%.

The Covid-19 driven decline in employment started in March 2020 and was fully reflected in April and May 2020. The Seattle-Tacoma-Bellevue unemployment rate peaked in April 2020 at 16.7% but has trended down every month since. As of November 2021, unemployment was 3.5%. This compares to the 2020 average of 8.1%. Employment is increasing as businesses re-open, with the State restrictions fully lifted in June 2021.

Regional Housing Market

Home values in the region have steadily increased over the last ten years, with demand outpacing supply and mortgage rates at historic lows. The Covid-19 pandemic did not have a negative impact on housing as a percentage of apartment renters have moved to home ownership. With long-term employment growth and barriers to supply (geographic and government), housing values have appreciated strongly in the region, outpacing the national rate of appreciation.



Standard & Poor's Case-Shiller Index has increased 196% for the Seattle market over the last ten years, with average year over year increases in the monthly index of 11.4%. For this same period, the national 20 city composite index increased 114%, with an average annual increase for the monthly index of 7.9%.

Housing-permit activity is the sum of single and multifamily markets. It increased by 23.5% in 2015, and then dropped by 4.5% in 2016. Activity picked back up in 2017, increasing by 7.3%, but dropped again by -6.1% in 2018 and was up 3.6% in 2019, 8.1% in 2020, and 14.6% in 2021. Activity is expected to decline in 2022 with 2.5% fewer starts. Planning past the pandemic has slow future starts and housing starts are expected to decline by 3.2% in 2023 and further by 1.3% in 2024. Most of this high variability comes from the multifamily segment. With increases in vacancy, apartment development will slow. Single-family developers have been disciplined; however, the housing market is now finding older households sizing down at the same time the millennial generation is entering the market as first-time buyers. A contributing factor along with inflation and supply issues for strong appreciation they continue to bring product to the market.

**Commercial Real Estate Markets**

With strong employment growth, the region has been a top national investment market. Class A core apartments, office, industrial, and retail properties are all high on the institutional buyers' list.

Vacancy Rates - Q1 2022

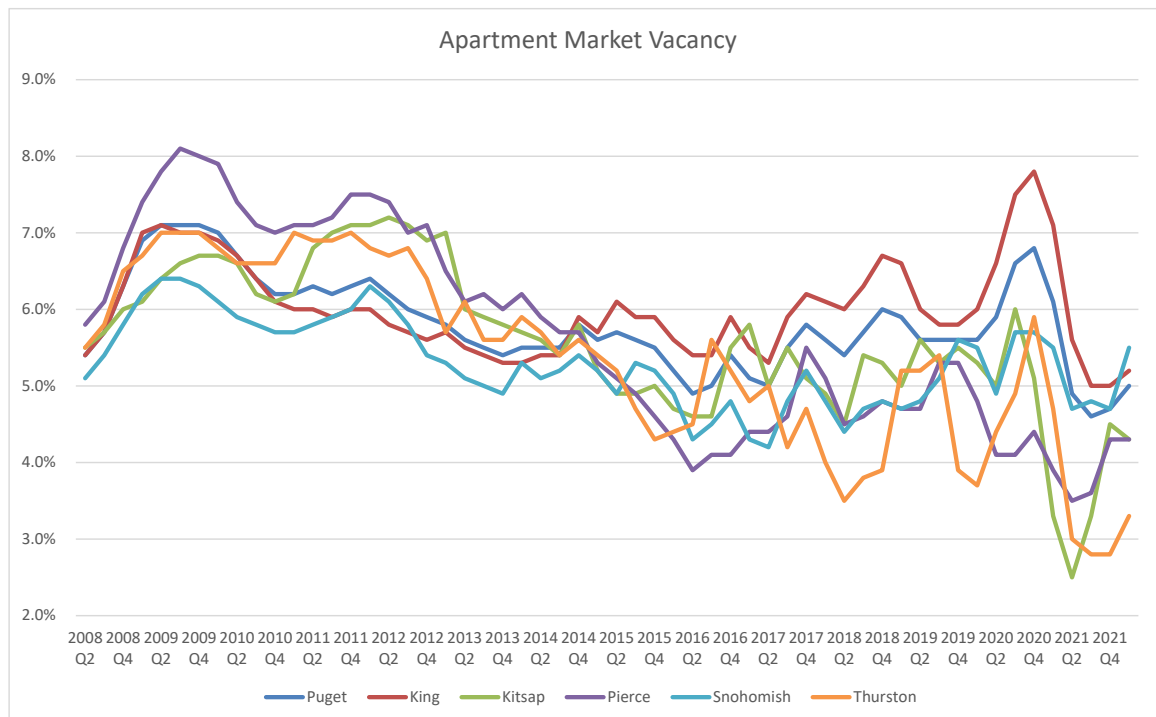
Segment	Region	King	Kitsap	Pierce	Snohomish	Thurston
Office	7.8%	8.6%	4.2%	6.0%	6.6%	2.3%
Industrial	3.7%	3.5%	1.4%	4.8%	3.1%	1.7%
Apartment	5.0%	5.2%	4.3%	4.3%	5.5%	3.3%
Retail	2.7%	2.6%	3.4%	2.7%	2.5%	2.6%

Source: CoStar

For the region, industrial and retail vacancy rates are down from the 4th quarter 2021. Office vacancy rates are up due to reduced demand in the Seattle CBD, the largest market. Apartment vacancy is up, mostly due to development outpacing absorption.

APARTMENT

The apartment market showed positive growth in 2021 after rent growth moderated and vacancies increased in 2020 due to Covid 19. Vacancy ended the year at 4.6%, the lowest rate since 2017. Vacancy increased in the 1st quarter 2022 as new development came online. There is widespread development, but development is particularly focused along light rail lines on the Eastside and in the Northend. Rents have increased 10% over the past year.



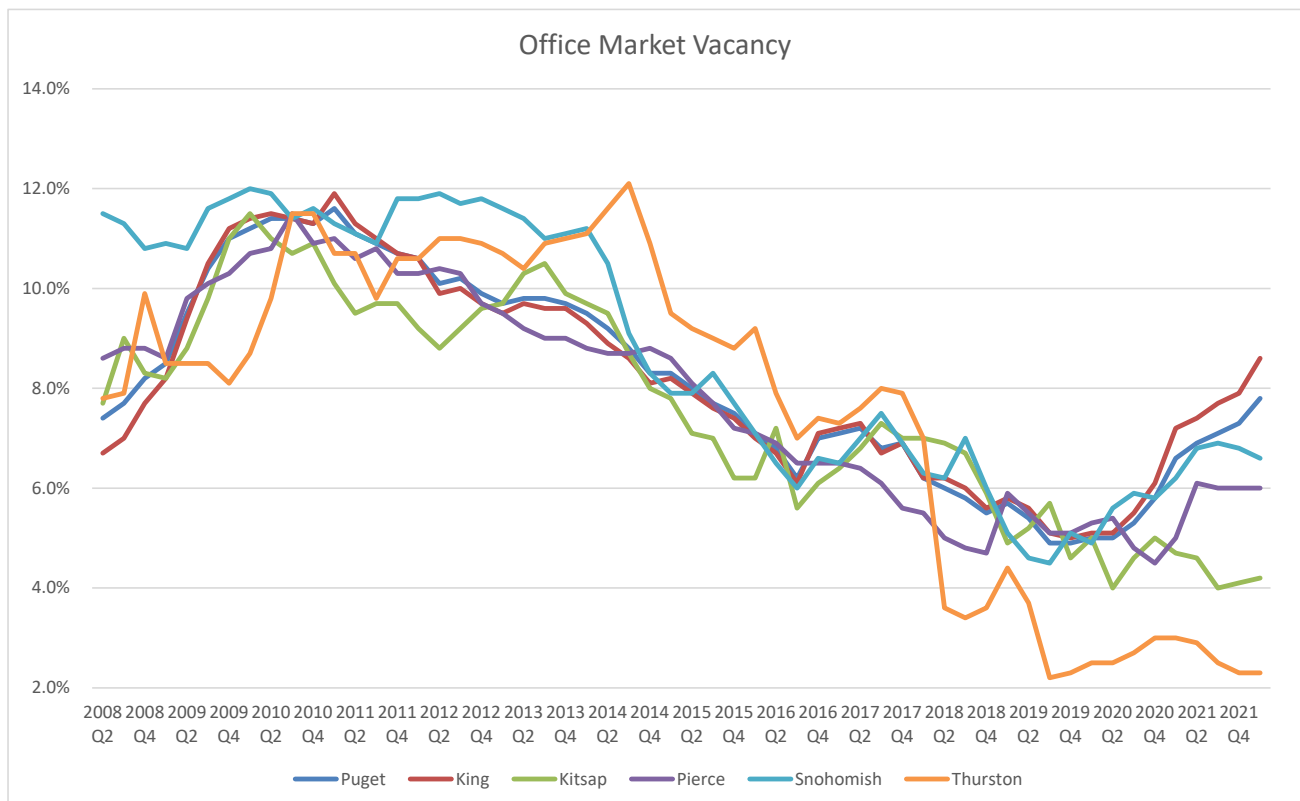


Investors are interested in the entire region, with a trend toward well-located assets on the urban periphery and suburban locations with good transportation options and access to transit. Cap rates have remained steady to compressing indicating continued demand as investors look past the pandemic and supported by strong rent growth even with increased interest rates. 2021 was near record year with \$2.3 billion in sales.

The region has seen a 31% increase in market rate inventory in the last ten years. While all counties have seen apartment development, King County saw a 39% increase in supply in the last ten years and captured 75% of the region's new supply. King County now has 63% of inventory. There are about 25,300 units under construction, 75% of the total in King County. Apartment development has followed job growth and most of this has been in the Seattle and Bellevue CBDs.

OFFICE

Office demand is strongest on the Eastside, in particular the Bellevue CBD. Amazon, Facebook, and Google have all strongly expanded on the Eastside. Microsoft is repositioning its massive headquarters campus in Redmond. Amazon had largely driven Seattle office demand for a decade but has pivoted to the Eastside.





2021 was bumpy with a spike in regional vacancy and negative net absorption. Sublet vacancy is 16% of total vacant inventory. That said, most counties see a stabilized vacancy rate for office. Thurston County, which is driven by State government, has the lowest vacancy rate but limited new development. King County has 77% of the region's office market and 95% of the new supply added over the last ten years. With Covid-19 continuing to impact office demand, direct vacancy increased. Adding sublease availability, vacancy increased 370 basis points, now at 9.1%. Costar projects total vacancy (direct plus sublease) to peak at 10.0% by mid-year end 2022 before a gradual decline. Costar projects rent will increase by an average 3.1% annual growth rate over the next five years. Major office tenants were projecting a return to office for their employees in the 3rd quarter 2021 but that is getting pushed further into 2022.

Office development has been driven by Amazon, which has built space for itself, preleased buildings under construction, and leased many more buildings where development started on spec, or which were vacated by other tenants. Boeing sold office properties in Bellevue and Renton. The buyer of the Eastgate property in Bellevue has proposed a structured parking garage to meet demand as these buildings are repositioned. In Renton close to the 737 plant, two buildings were purchased by an apartment developer. The Longacres former commercial airplane headquarters campus was acquired by Unico in the 4th quarter 2021 with plans to create a headquarters for the Sounders MLS team.

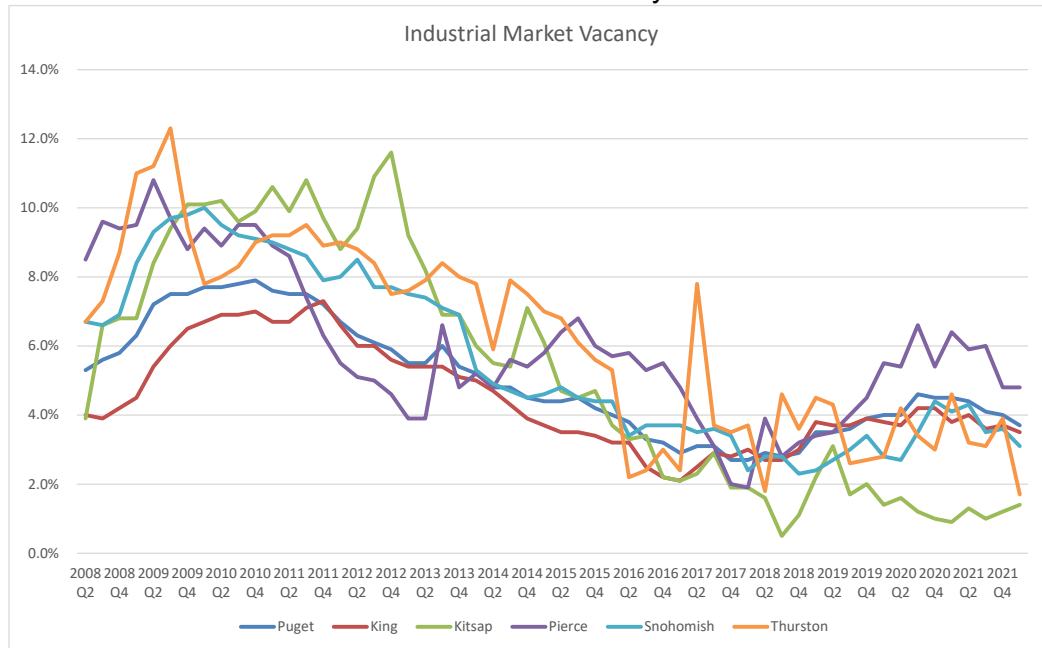
INDUSTRIAL

Industrial demand has been very strong, leading to significant development, particularly between Seattle and Olympia, close to the Port of Tacoma. Industrial inventory has grown 16% in the last ten years. Industrial demand has been driven by third party logistics and e-commerce. King County has the largest base with 56% of inventory but grew by only 6% in the last ten years due largely to a lack of available industrial land. Pierce County supply increased 40% and captured 53% of new development. Thurston County supply increased 59% and captured 15% of new development.

Industrial leasing is very strong with 11.5 million sq ft absorbed in 2021, equal to the prior three years combined. Rent growth was strong over the last ten years, 9.9% year over year in the 4th quarter 2021. Vacancy decreased 20 basis points over the last quarter due to extremely strong absorption. CoStar projects vacancy to be steady for the next five years, averaging 4.4%. Costar projects market rents to continue increasing at around 5.4% per year. E-Commerce continues to drive industrial demand.

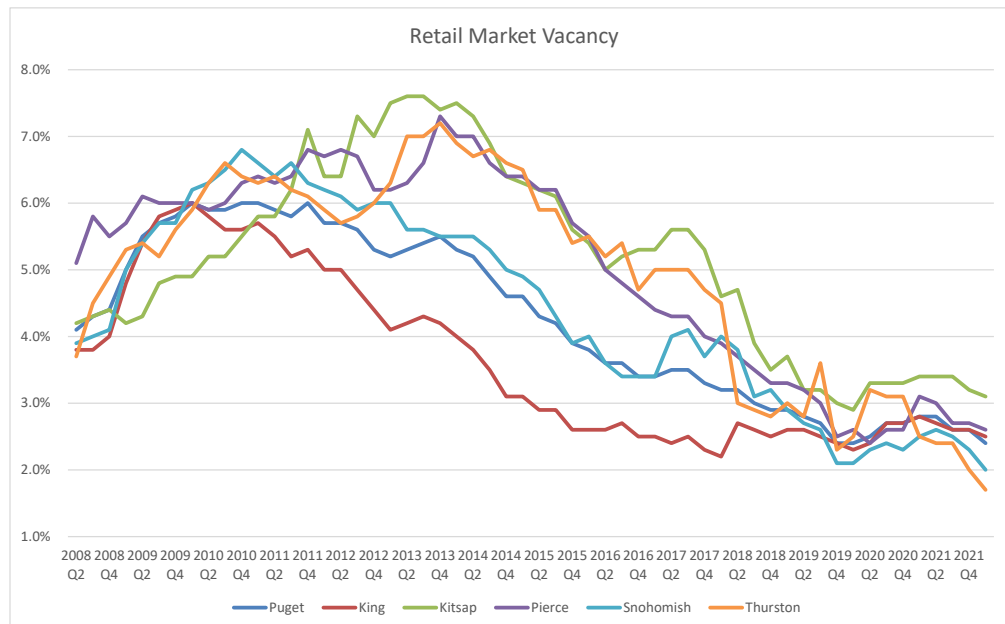


Boeing's last 787 jet rolled off the production line in Everett with production moved to South Carolina. Since then, aerospace employment has declined 2,400 jobs and a drop in demand for industrial property in Snohomish County, particularly around the Everett assembly plant. Boeing sold industrial land in Pierce County in the 2021.



RETAIL

While retail has the lowest vacancy rates among the four sectors, it has not seen the same type of demand for new development nor the same rent growth. Retail inventory grew less than 5% in the last ten years, much less than other sectors.





Retail has consolidated and evolved. Facing stiff economic pressure, retailers are being more efficient with their physical stores. Retail sales are being captured by e-commerce, leading to less demand for store inventory. The depth of demand varies greatly by trade area. Retail was directly impacted by the pandemic, with store closures and reduced sales. With the success of vaccination and reduction in restrictions, vacancy declined 15 basis points in the 1st quarter 2022. Costar projects retail vacancy to maintain a level profile for the next few years.

LODGING

We reviewed the performance of selected hotels in eight submarkets of King and Snohomish Counties. For the first three months of 2022, the average room occupancy rate was 51.9%, an increase of 14 points over the same period in 2021. Occupancy is quite strong in Everett and has nearly recovered in SeaTac and the University District. The recovery has been slower for the samples in Bellevue, South Lake Union, and the Seattle CBD, areas that rely heavily on corporate travel and group functions.

Room prices increased in each of the markets surveyed, in some case exceeding the pre-pandemic rates. During 1Q2022, the average price of a room for the hotels sampled in Downtown Seattle was \$170, up from \$130 for the first quarter of 2021 but still less than the \$188 ADR recorded in 1Q2020. Hotels in Bellevue and South Lake Union followed the same pattern. By contrast, prices in some suburban markets have fully recovered.

In the first quarter of 2022, there were five conventional sales of hotels at prices exceeding \$2,000,000. In addition, hotels in Tacoma and Kirkland were purchased for conversion to affordable apartments and transitional housing. Over the past two years, at least 13 hotels, most in the budget tier, have been purchased for conversions, reducing the macro market room supply for the first time on record. At present, the three counties are home to about 420 conventional hotels and just under 56,000 guestrooms.

As of March 2022, six hotels are under construction. The Astra Hotel in South Lake Union is scheduled to open in May. The new Best Western in South Tacoma should follow in September. In total, the six hotels will add 1,147 guestrooms to the macro market supply. This figure does not include projects that have yet to break ground.

Area Market Summary

The long-term outlook for the region continues to be better than most markets nationwide. The region enjoyed a strong economic cycle into early 2020 when the Covid-19 pandemic set in. The region has diversified



away from its over-reliance on Boeing and has a strong employment base whose growth has been driven by technology. The Covid-19 pandemic challenged all economies. The retail and lodging sectors were particularly vulnerable to the Covid-19 impacts. In June 2021, State mandated closures and limitations were lifted. Employment is once again growing, with a forecast for above average growth in 2022.

Going forward, the region's job growth is expected to continue to outperform most of the nation, based on the diversified core of the economy anchored by the tech sector. However, with high inflation, and consistently increasing interest rates by the Fed, a recession could be on the near-term horizon, indicating some caution.



Neighborhood Map



Neighborhood Description

Neighborhood Description

The subject property is located in Lakewood, WA. The subject's neighborhood boundaries can generally be described as:

North:	Pacific St. SW
East:	Lakewood Ave. SW
South:	Pacific Highway SW
West:	Bridgeport Way SW

A map of the neighborhood is provided on the previous page for reference. The neighborhood represents a predominantly mature, built-up area that is developed primarily with residential use infill, with commercial uses situated mostly along or near the key arterial of Bridgeport Way SW. There is evidence of recent new multi-family residential development both occurring and planned for the immediate neighborhood, taking advantage of its proximity to the Lakewood Station commuter line.

The new Lakewood Station is situated just southerly of the appraised street, with one entrance at the southerly terminus of Kendrick St. SW. Lakewood Station is the terminus of Line S of the Sounder commuter rail network, operated by Sound Transit in the Seattle metropolitan area. The station, located along Pacific Highway Southwest, includes a 620-stall parking garage and several bus bays served by Intercity Transit and Sound Transit Express.

Neighborhood Access

This neighborhood is well located in close proximity to I-5, which provides excellent regional access, as the primary north-south highway for Western Washington. The area has good local access with Bridgeport Way SW and Pacific Highway SW providing north-south and east-west connections, respectively, with both providing multiple lanes of traffic flow.

Overall, access to the subject neighborhood is considered good.

Conclusion

The subject lies within a predominately mature, built-up area of Lakewood, with a mixture of mostly residential and service-oriented commercial uses. Access for the neighborhood is good. The forecast for the subject's location is for continuation of current trends for the foreseeable future.



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Property Description



Assessor's Parcel Map



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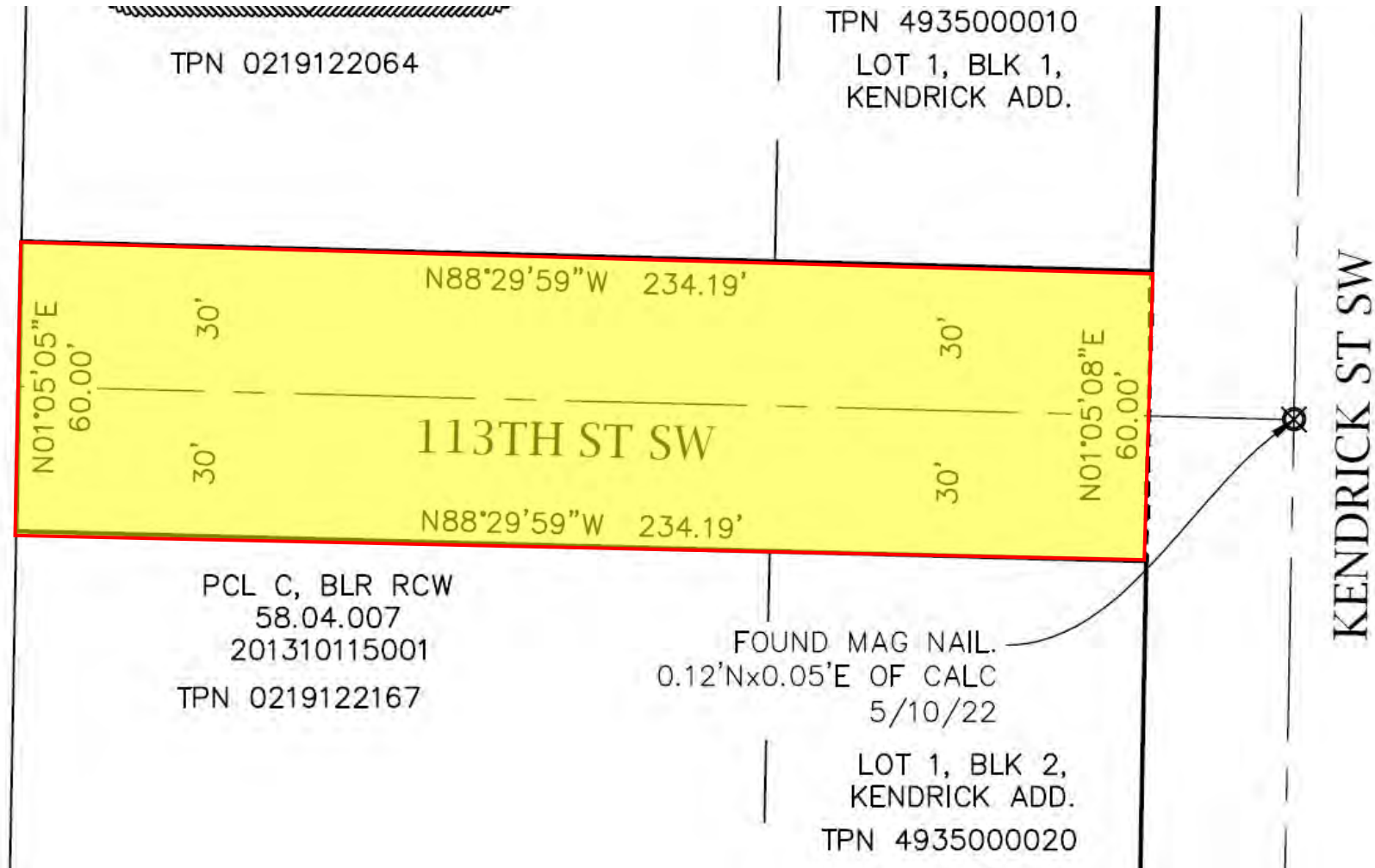
Aerial Photograph



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Site Survey



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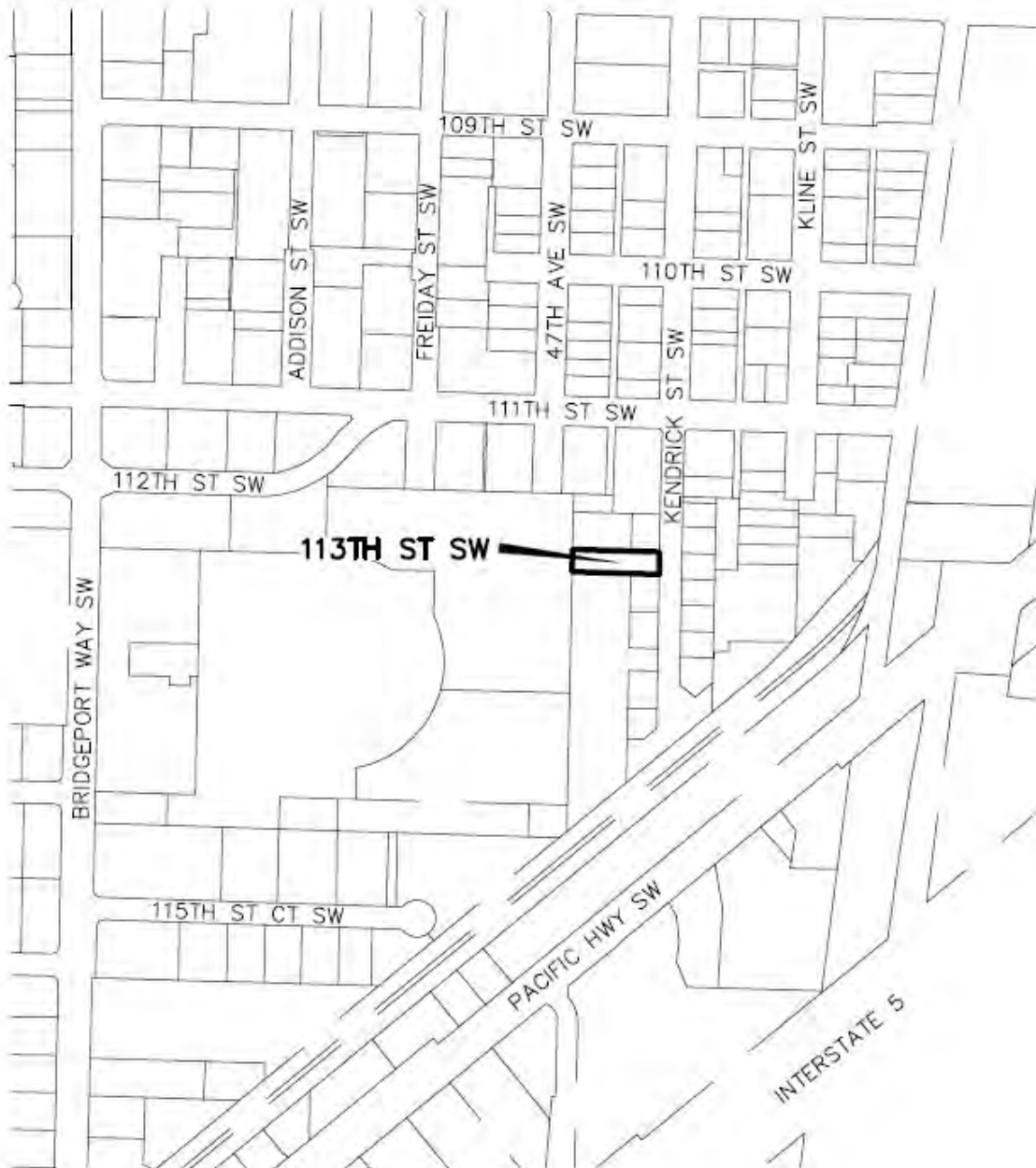
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VICINITY MAP



Vicinity Map



Site Data

Property Address	No assigned address. The appraised property consists of a portion of an existing city street.
Site Areas, Shape, & Frontage	The subject of this appraisal consists of a portion of 113 th St. SW, which lies westerly of and intersects with Kendrick St. SW on its eastern end. The site area totals about 14,051 sq ft, has a rectangular shape, and measures 234.19 ft along its northerly and southerly boundaries, and 60 ft along its eastern and western boundaries. Refer to the Site Survey shown on a prior page.
Streets, Access & Exposure	As noted above, the appraised site consists of a paved city street that dead ends just westerly of Kendrick St. SW. 113 th St. SW intersects with Kendrick St. SW on its easterly end. 113 th St. SW has room for one lane each of opposing east-west traffic flow, though only about one block in length, while Kendrick St. SW has room for one lane each opposing north-south traffic flow. Kendrick St. SW terminates about one block to the south at Lakewood Station, though provides linkages to other city streets to the north. 113 th St. SW is not improved with either curbs or sidewalks, while Kendrick St. SW is improved with sidewalks and curbs at its location with 113 th St. SW. Exposure of 113 th St. SW is from Kendrick St. SW and abutting and nearby parcels/properties. Overall, access is considered average. Overall, exposure is considered average.
Topography & Soil Conditions	The appraised site/street is generally level and at or near grade with Kendrick St. SW and the abutting properties. I was not provided a geotechnical report for review, though I did not visually identify any unusual site or soil conditions. It is an assumption of this report that soils are adequate to support the highest and best use of the site area.
Flood Zone	According to the Flood Insurance Rate Map No. 53053C0313E, effective March 7, 2017, the site is located in Zone X, an area outside the 500-year floodplain. This map is currently in effect.
Earthquake Zone	The International Building Code (IBC) is the newly adopted building code in Washington State. The IBC uses a new parameter called the Seismic Design Category rather than seismic zones used in previous building codes. The Seismic Design Category is a function of three parameters: ground motion, soil type, and building occupancy. The typical Seismic Design Category in the Puget Sound is category "D" or greater, but because these parameters interact, this category can vary. The higher the category (A is lowest, F is highest), the more stringent the structural



requirements. As the appraiser does not possess the expertise in seismic, structural & geotechnical engineering, further analysis is required to determine the site's degree of risk.

Utilities

All public utilities are available to the site.

Zoning

The appraised site lies within and abuts properties zoned MF3, a high-density multi-family residential zone. The property also lies within the Lakewood Station District Subarea. As the appraised street abuts properties zoned MF3 and lies within the MF3 zone, it will be appraised based on the MF3 zoning classification.

The Multifamily 3 (MF3) zoning district "is intended to integrate urban, high-density, multi-story housing in close proximity to a principal or minor arterial, with commercial/residential districts."

1. Uses permitted in the MF3 zone within the LSDS boundary with an approved master plan per LMC 18C.700.720 include:

a. Multifamily use, four (4) or more units;

b. Mixed uses, when consistent with the following:

i. The commercial use is only permitted on the ground floor of the development; and

ii. A minimum ratio of four (4) square feet of multifamily use to one sq ft of commercial use is maintained.

2. Prohibited uses in the MF3 zoning district include:

a. Building and landscape materials;

b. Convenience store;

c. General retail.

**DEVELOPMENT
STANDARDS**

Base development standards for the MF3 zone are as follows:

Lot Size:

No Minimum

Lot Coverage:

No Maximum

Setbacks:

Determined by frontage

18C.400 LMC

**Easements,
Covenants,
Encroachments &
Restrictions**

No title report was provided the appraiser. Valuation Advisory Services is unaware of any unusual easements, covenants, encroachments, or restrictions affecting the property. As such, this appraisal assumes that there are no unusual easements, covenants, encroachments, or restrictions that have a negative impact on the use, marketability, or values of the property.

**Assessor's
Information**

As the appraised property is a city street, and not a legal tax parcel, there is no assessment data for it.

**Hazardous
Disclaimer**

I was not provided with an Environmental Site Assessment for the property. As an appraiser, I have no expertise in the detection or identification of hazardous waste. No obvious areas of hazardous or environmental concern were noted during the inspection. For the purpose of this report, it is assumed that the property is free of contamination of any kind. This assumption should not be construed as a guarantee that such conditions do not exist. The reader is referred to Item 2 of the Limiting Conditions document, which immediately follows the Certification and Letter of Transmittal at the beginning of the report.

Conclusion

In summary, the site characteristics are similar to other properties in the immediate vicinity. There are no site conditions known to the appraisers other than as may already have been noted that might negatively impact the use, marketability, or values of the properties.



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Highest & Best Use



Highest & Best Use

“Highest & Best Use” is defined by the Appraisal Institute as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Source: The Dictionary of Real Estate Appraisal, Sixth Edition. Chicago: Appraisal Institute, 2015.

In this case, the subject represents a unique, special-purpose use legally created by the City of Lakewood. Thus, the typical Highest and Best Use analysis does not apply. The subject's present form is a segment of right-of-way physically supporting a street, as platted.

Since the subject property's valuation methodology is based on the value of underlying land, only the Highest and Best Use As If Vacant applies, and now follows:

LEGALLY PERMISSIBLE USES

The surrounding land is zoned MF3, by the City of Lakewood. The appraised property lies within the MF3 zone, and abuts other properties zoned MF3. Thus, the property is appraised based on the MF3 zoning, which allows both multi-family and mixed uses including a commercial element. The site is proposed to be vacated and assembled with properties abutting the street both to its north and south sides, all of which are proposed for multi-family residential development and use, which is a legally allowed and permitted use in the MF3 zone.

PHYSICALLY POSSIBLE USES

The size and physical features of the site are limited; while the site may be capable of supporting some development on its own, as a standalone site, it is planned that the site area of 113th St. SW, upon vacation by the city, will be assembled with the abutting southerly and northerly parcels, in order to create a larger site area capable of supporting the proposed and legal use.

FINANCIALLY FEASIBLE USES

As to feasibility and demand factors, the multi-family residential market is generally fairly good in the regional market area. The subject's location in close proximity to the Lakewood Station makes it attractive for multi-family residential development, as a base for commuters using the train, though its very close proximity to the station (within one block) is also somewhat of a detriment. It is also noted that interest rates have been raised substantially over the last six months or so, and are



projected to be increased again (at least another 50 bp increase expected by the Fed in December), which is making development more costly (higher financing costs). Nevertheless, multi-family residential development is still proceeding/underway or planned within the immediate neighborhood (this also adds to the current supply, impacting potential demand). The location of the appraised property does not make it attractive for a mixed-use project including some commercial/retail uses. Thus, from a financial feasibility standpoint, multi-family residential development and use makes the most sense, based on local market demand and assuming financing costs do not elevate development costs above the market value to be created.

**MAXIMALLY
PRODUCTIVE AND
HIGHEST AND BEST
USE**

Overall, considering all factors, the subject property has a maximally productive, and thus highest and best use, of multi-family residential development based on assemblage with the abutting parcels. In my opinion, the Highest and Best Use of the subject right-of-way is to vacate this dead-end segment of 113th St. SW, and to assemble the right-of-way site area with the surrounding property to be developed as proposed and as supported by market demand.



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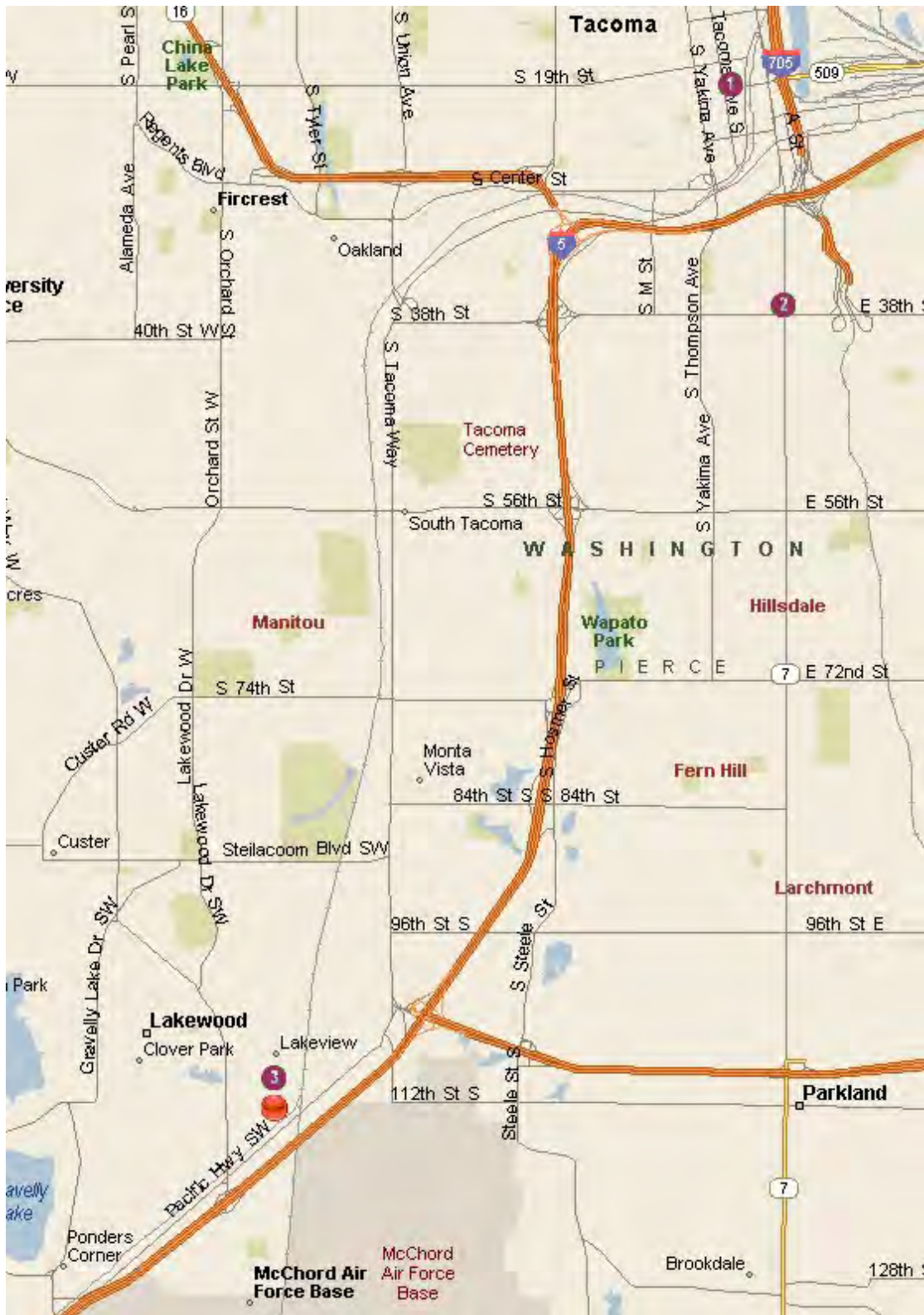
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ROW Land Valuation



Land Sale Comparables Location Map



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LAND SALES COMPARISON SUMMARY

No.	Location	Buyer/Seller/Source	Zoning	Size sq ft/ Acres Density	Sale Date	Analysis or Sale Price	\$/sq ft \$/unit	Comments
L-1	1942 Fawcett Ave. Tacoma, WA APN 2019100132	1942 Fawcett Ave, LLC 21st & Fawcett LLC <i>Bruce McKean, seller rep 253.922.9037</i>	DMU	15,246 0.35 451.43 du/ac	Mar-21	\$1,200,000	\$78.71 \$7,595	Rough-graded site near UWT. Planned for a 158-unit MFR development.
L-2	3722 Pacific Ave. Tacoma, WA APN 7470023490	Skyline Investments Properties Creative Commercial Investments LLC <i>CoStar/Public Records</i>	CCX	8,899 0.20 73.42 du/ac	Dec-20	\$200,000	\$22.47 \$13,333	Previously developed lot planned for a 15-unit MFR development.
L-3	11018 Kendrick St. SW Lakewood, WA APN 5080000850, -870, -880	AR Builders LLC Washington and Rice LLC <i>Dalton Arndt, seller rep - via email</i>	MF3	30,000 0.69 55.18 du/ac	May-22	\$829,000	\$27.63 \$21,816	Site located just north of subject site, planned for a 38-unit MFR development. Previously improved with a SFR on north parcel.
Sbj.	ROW - Portion of 113th St. SW Lakewood, WA Not a legal parcel - no APN		MF3	14,051 0.32 52.7 du/ac Imputed or 17 units	Appraisal Oct-22	\$344,250 \$340,000 \$340,000	\$24.50 \$20,000 Rd	113th St. SW divides property to north and south of it to be developed with a total of 245 MFR units, on a total larger site area of 199,930 sq ft, inclusive of this vacated portion of 113th St. SW
	<u>Auxiliary Sale Considered</u> 4609 113th St. SW Lakewood, WA APN 0219122064	Washington and Rice LLC Elsiene Stockman TTEE <i>Public records</i>	MF3	15,613 0.36 53.01 du/ac or 19 units imputed	Jul-21	\$488,525	\$31.29 \$25,712	Associated assemblage sale of one of the abutting parcels APN 0219122064



Land Sale Comparable Aerial Photos

L-1



L-2



L-3





ROW Land Valuation

Introduction

Considering the characteristics of the subject property, as a public street section, principles of Across the Fence (ATF) valuation methodology will be taken into consideration in the analysis. This requires beginning with a value of the underlying fee interest in the abutting (Across the Fence) land.

The Across the Fence (or ATF) value is “the estimated sale price based on the unit price of sales of similar land adjoining the subject.”¹ To estimate ATF value, a transportation/right-of-way corridor is usually divided into segments of similar Highest and Best Use derived from analyzing surrounding uses, sales data for these uses is gathered, and the ATF value is estimated from the unit rates reflected by sales of typical parcels. The Across the Fence method is based on the principle of “Substitution,”² or as Gary S. Valentine, ASA, SR/WA noted, it “is based on the concept of alternative use as assignable to land segments within the overall corridor. In theory, the segments are divided down the centerline as each half is joined to the adjacent parcel along with the adjacent property’s highest and best use and unit value. The ATF (method) is the sales comparison approach modified to the degree that shape, size, topography and access are disregarded”³ (underline added for emphasis). In other words, since the corridor “is uniquely configured to meet the highest and best use as a right of way,” it should not be penalized for these “special physical characteristics when compared with vacant parcels in the neighborhood...The underlying assumption of this method is that land in the transportation corridor is equal to the value of adjoining lands.”⁴ Since the zoning of properties abutting both sides of the street section to be vacated is the same, there is no need to segregate portions of the street; it can be valued based on the same MF3 zoning that applies to the abutting properties.

The Sales Comparison Approach is based on the principle of Substitution, which affirms that an investor will pay no more for a site than for alternative sites available in the market of similar quality and utility. Land Valuation within the context of the Sales Comparison Approach is based on the premise that market value of the land is directly related to

¹ Zoll, “Rail Corridor Sales,” Page 380.

² “The **principle of substitution** states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price attracts the greatest demand and widest distribution.” Appraisal Institute, **The Appraisal of Real Estate, 12th Edition**, Page 38.

³ Valentine, Page 9.

⁴ Ibid.



recent sale prices of competitive vacant sites and the availability of substitute parcels with similar utility and desirability. The most similar vacant land sales were investigated and compared to the subject in this analysis. A summary of pertinent details relevant to the comparable land sales selected has been presented on a prior page.

As the subject's highest and best use is for assemblage for multi-family use, valuation is based on a per unit basis. I have included/shown the per sq ft basis as it applies for residential land for comparison purposes.

When analyzing the land comparables, adjustments are appropriate to properly account for differences of property rights conveyed, financing terms, conditions of sale, and market conditions. Most physical and functional characteristics, as noted, are ignored, excepting for locational influences and also site density (in the case of the appraised ROW section, the applicable density is imputed).

Comparative Analysis

The following narrative discussion is intended to explain any adjustments illustrated in the following adjustment summary chart that are not self-explanatory; along with additional relevant dialogue to aid the reader in understanding the conclusions herein. As shown, density is a critical factor – the higher the density overall, the lower the price on a per unit basis (the converse tends to be true on a per sq ft price basis).

LAND SALE COMPARISON NO. 1

Sale L-1 is the March 2021 sale of a 0.35-acre rough-graded site (at the time of sale...since improved; aerial parcel photo shows development underway) near UWT on a key arterial near the 21st St. ramp to I-705 and the SR 509 corridor. This site is proposed for 158 MRF units, or a total density of about 451 units per acre. The per unit price was thus \$7,595, or \$78.71/sq ft. The location is superior to the subject, and market conditions were also superior at the time of this sale. Offsetting these factors is the substantially higher density, indicating a higher price per unit for the subject property.

LAND SALE COMPARISON NO. 2

Sale L-2 is the December 2020 sales of a 0.20-acre site on Pacific Ave., just south of downtown Tacoma and the UWT on a key commercial arterial just south of the 21st St. ramp to I-705 and the SR 509 corridor. This site is proposed for 15 MRF units, or a total density of about 73 units per acre. The per unit price was thus \$13,333, or \$22.47/sq ft. The location is superior to the subject, and market conditions were also superior at the time of this sale. Offsetting these factors is the higher density, indicating a higher price per unit for the subject property.

**LAND SALE
COMPARISON
NO. 3**

Sale L-3 is the May 2022 sale of a 0.69-acre site located just north of the subject site on Kendrick St. SW. This site is proposed for 38 MRF units, or a total density of about 55 units per acre. The per unit price was thus \$21,816, or \$27.63/sq ft. The location is slightly superior to the subject (somewhat further from direct influences of more immediate proximity to the Lakewood Station as the subject is), while market conditions were also slightly superior at the time of this sale (again, interest rates have continued to climb since). Density is also slightly higher than for the subject. Overall, these factors suggest a slightly lower price per unit for the subject property.

Summary of Land Sales Adjustments

Sale \$/Unit	<u>L-1</u> \$7,595	<u>L-2</u> \$13,333	<u>L-3</u> \$21,816
Conditions of Sale	-	0	-
Market Conditions	-	-	-
Location	-	-	0
Density	++++	+++	+
Overall Comparison On A Per Unit Basis	Inferior	Inferior	Slightly Superior

**Adjustments to
Value and
Conclusion**

Considering the above adjustments to the comparables and current market conditions and trends, a per unit value higher than L-1 and L-2, and slightly lower than L-3, is indicated by the market data.

Thus, the per unit value is concluded at \$20,000. The concluded unit value is bracketed by the indications of the comparables on a per unit basis, and is thus supported by market evidence. The concluded per unit price is applied to an allocated or imputed number of 17 units for the subject property appraised. This is based on a density factor of 53.38 units per acre for the entire larger development proposed on the assembled site area inclusive of the vacated 113th St. SW, which totals 199,930 sq ft, or about 4.59 acres, and the proposed 245 units to be developed on the site ($245 \text{ du} / 4.59 \text{ ac} = 53.38 \text{ du/ac}$). As the subject contains a total site area of 0.32 acres, the applied density of 53.38 units/ac = $(53.38 \text{ du/ac})(0.32 \text{ ac}) = 17.08 \text{ units}$, rounded to 17 units, which results in an allocated density of 52.7 du/ac.

Another sale that was considered for analysis was APN 0219122064, which abuts the northwest corner of 113th St. SW. This property (4609 113th St. SW) is improved with a single-family home, and contains a site

area of 0.36 acres (15,613 sq ft). It was purchased for \$488,525 in July, 2021, when market conditions were superior to those today. This also represented an assemblage, as the site was acquired to assemble the larger site area that 113th St. SW abuts which is to be developed with the 245-unit MFR project. This implies an allocated or imputed 19 units to this site area, or a unit price of \$25,712 (or about \$31.29/sq f). Again, this sale would have to be adjusted downward for conditions of sale (assemblage), along with market conditions, suggesting a lower price per unit for the subject land.

Market Value Indication	17 imputed units @ \$20,000/unit	=	\$340,000
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Concluded Market Value	Thus, considering all factors, the market value of the subject property, a 14,051 sq ft portion of 113 th St. SW, is concluded as of October 21, 2022 at:
-------------------------------	--

\$340,000

Exposure Time The definition of “exposure time” is as follows:

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value of the effective date of the appraisal.

Source: USPAP, 2020-2021 Edition. Washington DC: The Appraisal Foundation, Appraisal Standards Board, 2020.

The estimated exposure time is 12 months or less.

Marketing Time The definition of “marketing time” is as follows:

An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.

Source: The Dictionary of Real Estate Appraisal, Seventh Edition. Chicago: Appraisal Institute, 2022.

It is estimated that marketing time would be 12 months or less.



2169/4223

REV #2

ROW Street Vacation, Lakewood
Job A22-1793

RECEIVED

11/29/2022

City of Lakewood

ADDENDUM



2169/4223

REV #2

ROW Street Vacation, Lakewood
Job A22-1793

RECEIVED

11/29/2022

City of Lakewood

Appraiser's Experience Data



STAN SIDOR, MAI, AI-GRS, CRE

Senior Vice President, Manager, Shareholder
Valuation Advisory Services

Stan manages the division's Tacoma branch. Stan is available to provide consultation services and valuation analysis on a variety of commercial property types, including office, industrial, and retail properties. Stan also brings expertise in the valuation of a variety of special-purpose properties such as golf courses, convenience stores, automobile dealerships, marinas, athletic clubs/fitness centers, churches and schools, daycare centers, and properties impacted by wetlands or hazardous waste contamination. Stan is also experienced in the valuation of corridors and water rights.

Stan has 40 years of combined real estate and banking experience, including 27 years as a real estate appraiser. In addition to valuation analysis and consulting, Stan has experience in property and asset management, leasing, sales, loan underwriting and credit approval.

EDUCATION

ATTENDED ALL COURSES in the Masters of Science degree in real estate appraisal program at the University of St. Thomas, Minneapolis, MN.

BACHELOR OF ARTS DEGREE University of Washington.

OTHER COURSEWORK IN real estate finance, law, leasing, foreclosure and repossession, technical inspection of RE, real estate workouts and lender liability, argus, credit analysis and development, business law, financial and tax statement analysis, and accounting and bank accounting.

LEGAL EXPERIENCE

Stan is qualified as an expert witness for real estate valuation in King, Pierce, Thurston, Lewis, Grays Harbor, and Mason Counties, State of Washington.

PROFESSIONAL AFFILIATIONS

MEMBER of Appraisal Institute (MAI)

COUNSELORS of Real Estate (CRE)

PRESIDENT of Appraiser's Coalition of Washington (ACOW), 2009 - 2010, 2013 - 2014

PRESIDENT, Seattle Chapter, Appraisal Institute, 2020

COMMISSIONER, WA Real Estate Appraiser Commission - appointed to a six-year term January 10, 2020

PROFESSIONAL LICENSES

STATE OF WASHINGTON Certified General Real Estate Appraiser (No. 1100565)

PROFESSIONAL RECOGNITION

APPRAISER OF THE YEAR, 2009, Seattle Chapter, Appraisal Institute



T 253.722.1445
stan.sidor@kidd.com

1201 Pacific Ave
Suite 1400
Tacoma, WA 98402



SEMINARS DEVELOPED/TAUGHT

Corridor Valuation

Washington State Laws for Real Estate Appraiser

Washington State's New AMC Law

Flood Plain Regulation Changes: Impacts on Valuation

Changing Environmental Regulations and Impacts on Market Valuations

Brownfields: A Valuation Perspective

AMC Legislation - An Overview & Analysis of Other States Legislation

Appraising Environmentally Contaminated Properties

PARTIAL CLIENT LIST

LEGAL CLIENTS

Brink Attorneys at Law	Eisenhower & Carlson PLLC	McGavick Graves, P.S.
Campbell, Dille, Barnett Smith & Wiley, P.L.L.C.	Forsberg Umlauf, PS	Perkins Coie LLP
Carney Badley Spellman	Gordon, Thomas, Honeywell	Roberts Johns Hemphill
Davies Pearson, P.C.	Hurst Law PLLC	Schwabe, Williamson & Wyatt
Davis Roberts & Johns	JBj Law Group	Vandenberg Johnson & Gandara, LLP
Davis Wright Tremaine LLP	K&L Gates, LLP	VSI Law Group, PLLC
	Karr Tuttle Campbell	

BANKS/FINANCIAL INSTITUTIONS

Bank of San Francisco	KeyBank of Washington	Umpqua Bank
Columbia Bank	Kitsap Bank	US Bank
Commencement Bank	Northwest Bank	Washington Business Bank
First Federal Bank	Rabobank	Washington Federal Savings
First Hawaiian Bank	Red Canoe Credit Union	Washington Trust Bank
First Horizon Construction Lending	Taiwan Cooperative Bank	WSECU
GBC International Bank	Timberland Bank	
Heritage Bank		



PORTS/GOVERNMENT/SCHOOLS

City of Des Moines	Metropolitan Park District of Tacoma	Port of Centralia
City of Seattle Parks and Recreation Dept.	Nisqually Indian Tribe	Port of Grays Harbor
City of Tacoma	Pierce Conservation District	Tacoma Public Schools
City of Tukwila	Pierce County	Tacoma Public Utilities
City of Yakima	Pierce County Parks & Recreation	Thurston County
Federal Way Public Schools	Port of Chehalis	WA State Dept. of Natural Resources
Mason County		White River School District

PRIVATE SECTOR

Allstate Appraisal, L.P.	Good Samaritan Hospital	SO-CAL Capital, Inc.
Duff & Phelps, LLC		TRAP Enterprises

T 253.722.1445
stan.sidor@kidder.com
1201 Pacific Ave
Suite 1400
Tacoma, WA 98402

2169/4223

REV #2

**STATE OF WASHINGTON**

DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION

THIS CERTIFIES THAT THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

**CERTIFIED GENERAL REAL ESTATE APPRAISER**
SupervisorSTAN SIDOR
PO Box 2162
Aberdeen WA 98520-0356

1100565

License Number

07/01/1997

Issue Date

09/15/2024

Expiration Date

Teresa Berntsen, Director

TO THE LAKEWOOD CITY COUNCIL

To Whom It May Concern:

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

234.19 lineal feet of 113th St SW located west of Kendrick St SW and east of Pierce County Parcel number 0219126009. The 113th St SW is 60 feet in total width and has an approximate area of 14,051 SQ. FT. Generally, a portion of the NE 1/4, NW 1/4, Section 12, Township 19N, Range 2E, W.M. City of Lakewood, Pierce County, Washington.

The exact legal descriptions of the ROW is as follows:

ALL THAT PORTION OF 113TH STREET SOUTHWEST, LYING WEST OF THE WESTERLY MARGIN OF KENDRICK STREET AND LYING SOUTH OF BLOCK 1 AND LYING NORTH OF BLOCK 2, ACCORDING TO THE PLAT OF KENDRICK ADDITION, RECORDED IN VOLUME 16 OF PLATS AT PAGES(S) 33 UNDER PIERCE COUNTY RECORDING NUMBER 1645527. TOGETHER WITH ALL THAT PORTION OF THE 60 FOOT ROAD DEDICATED BY SUPERIOR COURT CAUSE #134393 UNDER PIERCE COUNTY RECORDING NUMBER 1850387. (CONTAINING AN AREA OF 14,051 SQUARE FEET, MORE OR LESS

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

The Area To Be Vacated Contains:

The Appraised Value:

One-half the Appraised Value of Land to be Vacated,
Which Shall be Due Prior to the City Council Adopting
an Ordinance Vacating Said Land

Notice to all parties signatory hereto:

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

PRINCIPAL PETITIONER

**PARCEL NO. OF
PROPERTY OWNED**

**COMPLETE
RESIDENTIAL
MAILING ADDRESS**

1. Steve Borman (Washington and Rice, LLC)

PARCEL NUMBERS:
4935000010, 0219122167,
0219122064, & 4935000020

**ADDITIONAL PETITIONERS
INCLUDING ADJOINING OWNERS**
(requires majority of frontage owners)

PARCEL NUMBERS:
4935000010, 0219122167,
0219122064, & 4935000020

COMPLETE MAILING ADDRESSES
11204, 11302 Kendrick St SW &
4610, 4609 113th St SW
Lakewood, WA 98499

DocuSigned by:

1. Steve Borman

Signature

Steve Borman (Washington and Rice, LLC)

Print Name

PRINCIPAL PETITIONER

PARCEL NO. OF
PROPERTY OWNEDCOMPLETE
RESIDENTIAL
MAILING ADDRESS

2.

Signature

Print Name

3.

Signature

Print Name

4.

Signature

Print Name

5.

Signature

Print Name

6.

Signature

Print Name

7.

Signature

Print Name

8.

Signature

Print Name

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

Respectfully submitted this 31st day of January, 2023

NOTE: Petition must be returned within 90 days from _____

STATEMENT OF UNDERSTANDING

In signing this Petition, the Principal Petitioner certifies that he/she has read and agrees to the following:

The City of Lakewood does not warrant title to any vacated lands. Such title as does pass by virtue of the vacation process will vest according to law.

Notice of the Vacation Hearing shall be mailed to the person designated as Principal Petitioner.



TO: Mayor and City Council

FROM: Brynn Grimley, Communications Manager

THROUGH: John J. Caulfield, City Manager

DATE: March 6, 2023

SUBJECT: DEI Strategic Plan development

ATTACHMENTS: A Strategic DEI Change Framework Scope of Work proposal from Henderworks Inc., and project timeline.

Lakewood is home to more than 63,000 residents and has one of the most culturally diverse populations in the state. The city celebrates its diversity and strives to serve all members of its population equitably.

This is done through the continued integration of understanding and awareness around diversity and equity in leadership and decision-making practices. In 2021 the Lakewood City Council adopted a statement on equity outlining how the city should govern itself.

The City Council also directed the development of a DEI Strategic Plan. This plan will outline how diversity, equity and inclusion actions will inform the city's growth strategy, its vision, mission and guiding principles and future operations.

The adopted 2023-24 Biennial Budget includes an appropriation totaling \$100,000 (\$50,000 per year) for contracted services to develop this plan, as well as engage in other DEI efforts like workforce development, increasing cultural awareness among city personnel, diversity training, community engagement and increased community stakeholder collaboration.

This effort is being led by Deputy City Manager Tho Kraus, Communications Manager Brynn Grimley and Assistant to the City Manager/Policy Analyst Michael Vargas in close coordination with City Manager John Caulfield.

Recommendation

After speaking with other agencies, it is recommended to move forward with Henderworks, Inc., a Federal Way-based consulting company founded by President and CEO Effenus Henderson, to complete this work.

Mr. Henderson is also president and co-founder of Institute for Sustainable Diversity and Inclusion, and served as the Chief Diversity Officer of Weyerhaeuser Company. He brings more than 40 years of experience in a variety of human resources roles and responsibilities and is an internationally recognized diversity thought leader. He has provided advisory support on diversity to federal and state agencies and has addressed members of the United Nations General Assembly. Locally, he has worked with the Port of Seattle, the city of Seattle and the Pierce County Library System. He is familiar with Lakewood and its founders, including the late Dr. Claudia Thomas.

Scope of Work

As outlined in the proposed scope of work and project timeline provided by Henderworks, Inc. (attached), Mr. Henderson will lead a multi-phase process that will culminate in the development of a final Strategic Plan.

The plan will be presented to the Executive Leadership team with recommendations that will include:

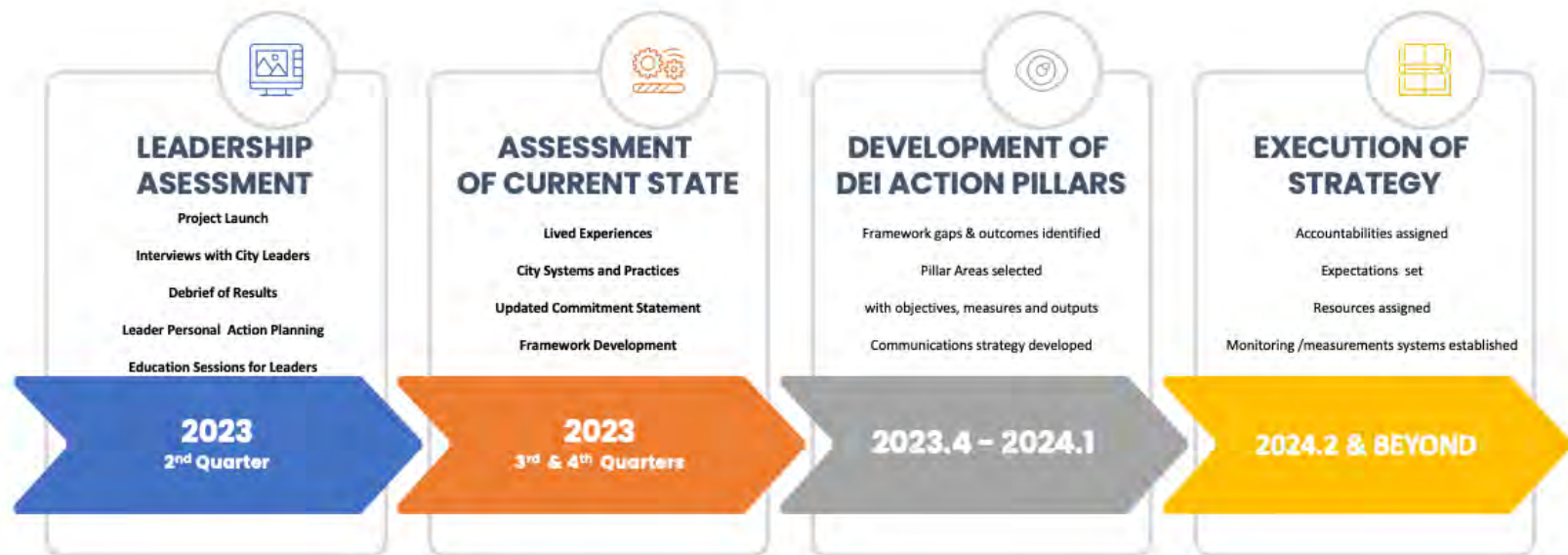
- An outline of methodology and engagement process.
- Analysis and assessment of strengths and gaps in the current system, processes, policies and services.
- Best practices used by others that show evidence of success.
- Recommendations and key measurements for accountability.
- Recommended tools to support the plan and incorporate into operations and services, such as an equity, inclusion and anti-racism lens for evaluating policies.
- Professional development and training plan and priorities to increase staff and leadership DEI competencies, skills and capacity.
- Recommended accountability milestones and measures to evaluate and monitor progress, success and impact and to communicate to stakeholders.

Estimated Cost

The proposed scope of work is estimated at \$90,000.

CITY OF LAKEWOOD DEI PROJECT TIMELINE

HENDERWORKS
High Level Timeframe



CITY OF LAKEWOOD DEI CHANGE PROJECT


HENDERWORKS PROJECT OVERVIEW


KEY COMPONENTS AND TIMEFRAME



The City of Lakewood has requested a SOW from Effenus Henderson, HenderWorks, to help examine and understand how diversity, equity, and inclusion actions should be enhanced to inform the city's growth strategy, its vision, mission, and guiding principles for how it should operate and manage its relationships in the future.

DESCRIPTION OF SERVICES.



Henderworks (Consultant) proposes the following services to CITY OF LAKEWOOD (Client):

PHASE STEPS / DESCRIPTION	2nd QUARTER 2023	3rd QUARTER 2023	4th QUARTER 2023	1 st QUARTER 2024
<p>Step 1: Consultation and Planning with Client</p> <p>Approach: Initial meetings with client to finalize the scope of the project, timelines and expected outcomes. This will include determining the liaison role and the extent of discussions with City of Lakewood leaders.</p> <p>A. Finalize Client liaison role with consultant B. Meet with City Manager and designated Liaison C. Review and finalize the Scope of Work and approach for the project</p> <p>Objective: A succinct written scope of work including key deliverables, timetables, budget and accountabilities for the consultant and company resources and key terms and definitions to be used.</p> <p>Outcome: Clarify expectations for all parties.</p>	<p>By April 30</p> 			

PHASE STEPS / DESCRIPTION	2nd QUARTER 2023	3rd QUARTER 2023	4th QUARTER 2023	1 st QUARTER 2024
<p>Step 2: Assessment of Leadership Readiness for DEI</p> <p>A. Lakewood Government Leadership Assessment</p> <p>Approach: Using the Henderworks Leadership Effectiveness Assessment tool, Consultant will conduct individual interviews with each member of the City of Lakewood Executive Leadership Team and the Lakewood City Council Members (number to be determined) to understand and assess their readiness for their role in establishing a diversity, equity and inclusion strategy (behavior, competence, results) across city of Lakewood agencies.</p> <p>Objective: This process will be used to gain a perspective on each member's view and understanding of diversity, equity, and inclusion, why (or why not) DEI is important for Lakewood. Leaders to engage at this time in conversations and discussions about their understanding of systemic impacts on diversity, personal leadership behavior, and the city Executive Leadership Team's commitment, role and responsibilities for DEI.</p> <p>Outcomes: The Executive Leadership Team and City Council will have baseline data for themselves as a group. They will strengthen their leadership effectiveness and ownership of DEI efforts, and they will have clear inclusive leadership competencies and behaviors to establish and sustain inclusive workplaces.</p> <p>B. Initial meeting with the Lakewood Executive Leadership Team</p> <p>Approach: In a 2-hour session, provide feedback to the LT in the form of the collective data from the readiness assessment, and engage them in a discussion of the implications of the assessment for developing a DEI strategy for the city of Lakewood.</p> <p>Objective: The Executive Leadership Team (LT) has a clear understanding of their collective readiness on DEI.</p> <p>Outcome: The LT begins to identify what they need to move forward in developing a DEI strategy, and a beginning rationale as to why.</p>	 Complete by June 30			

PHASE STEPS / DESCRIPTION	2nd QUARTER 2023	3rd QUARTER 2023	4th QUARTER 2023	1 st QUARTER 2024
<p>C. Building Leadership Capacity in DEI</p> <p>Approach: Education/coaching for the Executive Leadership Team, which will be delivered via:</p> <ul style="list-style-type: none"> A series of two 2-hour sessions with take away assignments to prepare for the next session. <p>Objective: Incorporating the results of the Leadership Readiness Assessment, Henderworks Consultant will engage the LT in working with the following capacity-building elements:</p> <ul style="list-style-type: none"> Understand the basic foundation of DEI work—the “what” and the “why” diversity, equity and inclusion (DEI) have become imperatives for companies Understand and gain agreement on basic concepts and definitions (diversity, equity, inclusion, belonging, racial equity, accessibility, inclusive behavior) Clarify leadership’s role in undertaking DEI work, and establishing an organizational framework for change Establish inclusive leadership competencies for senior leaders across government agencies in Lakewood. <p>Outcome: The LT gains foundational leadership competencies, their role in, and the rationale behind organizational DEI work.</p>		<p>Complete by September 30</p> 		
<p>D. Develop the DEI strategic context</p> <p>Approach: Education/coaching for the Executive Leadership Team, which will be delivered via:</p> <ul style="list-style-type: none"> A series of two 2-hour sessions with take away assignments to prepare for the next session. 		 <p>Complete by November 30</p>		

<p>We included the option of some individual coaching sessions of 1 hour each for those leaders that might want this kind of one-on-one development. Consultant will also help the development of an updated City of Lakewood Commitment Statement, suggest edits, and once final, help LT to decide on a dissemination strategy.</p> <p><u>Objective:</u> Incorporating best practices, ISDI Consultants will engage the LT in working with the following elements of DEI strategic context:</p> <ul style="list-style-type: none"> • Develop the elements of an organizational statement of commitment to DEI • Develop the business case for DEI aligning to the business strategy • Introduce the big picture of systemic change (i.e., approach to, organizational systems, policies & practices) using best practice tools • Examine the potential for bias in human capital systems (recruitment, development, engagement, retention, etc.) • Decide how best to shepherd the D&I work, such as a small cross-functional, multi-level working group (i.e., task force), and plan for writing its charter • Share personal commitment statements (actions) that each leader will take on. <p><u>Outcome:</u> The LT gains both general elements and specific content for DEI strategy, including a basic understanding of the business case for the organization, the implications for leadership including competencies, the potential changes required to have inclusive human resource systems, and a clear statement of commitment to DEI by the city government.</p>				
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PHASE STEPS / DESCRIPTION	2nd QUARTER 2023	3rd QUARTER 2023	4th QUARTER 2023	1 st QUARTER 2024
<p>Step 3: Assessment and Integration</p> <p>A. ASSESSING THE CURRENT STATE</p> <p>Approach: Depending on what has already been done by the city of Lakewood government, an assessment of the current state (culture, lived experiences of employees and the systemic equity of policies, practices and program) should be undertaken. This normally includes conducting an employee survey to determine employee satisfaction with the culture at work, lived experiences, and a review of human resource policies using a DEI Lens.</p> <p>Process: Areas of inquiry include:</p> <ol style="list-style-type: none"> 1. Systemic reviews of HR policies and practices (Assess and advise in the review of City Government of Lakewood core documents, systems, and policies, and make recommendations for updates or creation of new ones). 2. Gather data and stories of the lived experiences of employees (surveys, focus group, interviews) that provide insights on the culture at work 3. Review against informative data (best practices, theory of change, benchmarks, etc.) 4. Develop a recommended thematic structure for the change framework <p>B. BUILDING A CHANGE FRAMEWORK</p> <p>Approach: Based on a review of framework options, the Executive Executive Leadership Team will understand options that will help to guide the development of DEI change for Lakewood Governmental agencies and relationships with other key stakeholders.</p>				
				

<p>Process: The consultant will share several samples of change frameworks that could be used to structure a multi-year DEI effort. The commitment statements (organizational and personal) developed by the leaders will be foundational. Additionally, the working definitions will help to provide consistent messaging and communications regarding the efforts. The “why” will be revisited as well, to help establish the context and reinforce leadership commitment.</p> <p>The Executive team will rely on an existing group or establish a working group (Advisory Council or Taskforce) to manage the framework development process. This group will use information from the assessment of the current state of DEI practices to identify gaps, opportunities and action areas. The framework will include major pillar areas for developing action plans.</p> <p>Outcome: A framework that includes a set of priority actions and growth opportunities for improvement for the City of Lakewood, as an employer and a community partner with suggested actions on how to operationalize those improvements.</p> <p>These actions will align with and take into consideration commitments to equity and inclusion that may have already been drafted by city leader and the Lakewood Council.</p> <p>A. MEASUREMENT, REPORTING & MONITORING PROGRESS</p> <p>Approach: This working group and leadership establishes the measurement and reporting processes, reporting protocols, and monitoring guidelines. It assures that accountability is established. The Advisory Council, or taskforce, will provide recommendations for measuring and reporting progress to the Executive team (and possibly the Lakewood City Council) and external stakeholders.</p> <p>Process: This process involves establishing a process for monitoring and measuring progress on the achievement of the outcomes that have been established.</p>				
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<ol style="list-style-type: none"> 1. Establishing regular schedule for measuring and reporting progress on DEI objectives and action pillars over a 2- to 3-year period and beyond 2. Incorporating DEI items into an annual engagement survey where appropriate 3. Building accountability into performance management plans and compensation decision-making 4. Ensuring a consistent and regular reporting and monitoring process is established for sharing information on progress in achieving desired outcomes. 				
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A Strategic DEI Change Framework Lakewood, Washington

HENDERWORKS SOW PROPOSAL – FINAL

EFFENUS HENDERSON

City of Lakewood Washington
Framework for Action Planning & SOW

Background

Lakewood is home to nearly 60,000 residents and has one of the most culturally diverse populations in Washington. With lush parks, lakes, thriving businesses, and plenty of opportunities we are happy to call Lakewood home. It is the host community to Joint Base Lewis-McChord, the largest joint base on the West Coast and one of the largest in the U.S. Lakewood is strategically located along the I-5 corridor.

Incorporated in 1996, Lakewood is the second-largest city in Pierce County and the 18th-largest in the JBLM, Camp Murray and Tacoma. Lakewood also is a hub for activity at the Ports of Tacoma, Olympia, and Seattle.

City - Demographics:

White: 34,423 – 58%

Black: 7,182 – 12.1%

American Indian/Alaska Native 1,247 – 2.1%

Asian: 5,282 – 8.9%

Hawaiian/Pacific 1,840 – 3.1%

Other Race: 3,264 – 5.5%

Two or more: 6,113 – 10.3%

City - Gender Demographics

Male: 29,648

Female: 29,702

Lakewood Vision

Lakewood is a thriving, urban, South Puget Sound City, possessing the core values of family, community, education, economic prosperity, and the equitable delivery of municipal services. We will advance these values by recognizing our past, taking action in the present, and pursuing a dynamic future.

The City Council's Vision for Lakewood at its 30 Year Anniversary is a community:

- Inspired by its own sense of history and progress.
- Known for its safe and attractive neighborhoods, vibrant downtown, active arts, and cultural communities.
- Sustained by robust economic growth and job creation.
- Recognized for the excellence of its public and private schools, and its community and technical colleges.
- Characterized by the beauty of its lakes, parks, and natural environment.
- Acknowledged for excellence in the delivery of municipal services.
- [That actively cultivates, embraces, and continually strives to create a more inclusive community with the equitable delivery of City services](#); and
- Supportive of Joint Base Lewis McChord (JBLM), Camp Murray, service members and their families

– Lakewood City Council, Adopted June 21, 2021

Integration of Equity into its Leadership and Decision- making Practices

The City Council of Lakewood has adopted a [Statement on Equity](#) as part of the way the city should govern itself. Three fundamental focus areas were emphasized in Resolution No. 2021.05. They Include:

- Equity is essential to a healthy community
- Identify and eliminate systemic racism in its practices
- Lead by example in the advancement of equity and the deliberate practice of inclusion

Equity involves addressing imbalances to affect positive outcomes – it's like watering a dry plant before a lush plant. It's about identifying disadvantages and prioritizing their reversal. It's about finding where resources can do the most good for the people that most need help.

Specific Focus Areas:

Representation: Any government should act in the interest of its citizens. This requires full representation – the needs and demands of the entire community should influence decisions.

It is:

- Practiced by valuing diversity in hiring and processes to fairly consider job applicants.
- Practiced through inclusive communications.
- Practiced through outreach.
- Performed by conducting surveys, engaging with neighborhood groups, and finds other ways to collect opinions to inform decisions.

These are examples of equity in practice: prioritizing the reversal of inequities and mitigating potentially harmful outcomes.

Infrastructure: Equity is about serving the underserved or applying resources to the greatest effect. Transportation and infrastructure are great equalizers. Do residents in all areas of Lakewood have access to water, power, parks, transit, sewer, jobs, and other important community assets?

Zoning: Zoning and land use can have significant effects on outcomes. When neighborhoods become segregated or isolated, progress and economic activity can slow.

Services: The City offers a host of services for residents and communities in need. The city seeks input from residents, identifies problems, and delivers services to respond to those problems.

The HENDERWORKS STATEMENT OF WORK (FINAL DRAFT)

The City of Lakewood has requested a SOW from Effenus Henderson, HenderWorks, to help examine and understand how diversity, equity, and inclusion actions should be enhanced to inform the city's growth strategy, its vision, mission, and guiding principles for how it should operate and manage its relationships in the future.

DESCRIPTION OF SERVICES.

Henderworks (Consultant) proposes the following services to CITY OF LAKEWOOD (Client):

Step 1: Consultation and Planning with Client

Approach: Initial meetings with client to finalize the scope of the project, timelines and expected outcomes. This will include determining the liaison role and the extent of discussions with City of Lakewood leaders.

- A. Finalize Client liaison role with consultant
- B. Meet with City Manager and designated Liaison
- C. Review and finalize the Scope of Work and approach for the project

Objective: A succinct written scope of work including key deliverables, timetables, budget and accountabilities for the consultant and company resources and key terms and definitions to be used.

Outcome: Clarify expectations for all parties.

Step 2: Assessment of Leadership Readiness for DEI

A. Lakewood Government Leadership Assessment

Approach: Using the Henderworks Leadership Effectiveness Assessment tool, Consultant will conduct individual interviews with each member of the City of Lakewood Executive Leadership Team and Lakewood City Council F (number to be determined) to understand and assess their readiness for their role in establishing a diversity, equity, and inclusion strategy (behavior, competence, results) across city of Lakewood agencies.

Objective: This process will be used to gain a perspective on each member's view and understanding of diversity, equity, and inclusion, why (or why not) DEI is important for Lakewood. Leaders to engage at this time in conversations and discussions about their understanding of systemic impacts on diversity, personal leadership behavior, and the city Executive Leadership Team's commitment, role, and responsibilities for DEI.

Outcomes: The Executive Leadership Team will have baseline data for themselves as a group. They will strengthen their leadership effectiveness and ownership of DEI efforts, and they will have clear inclusive leadership competencies and behaviors to establish and sustain inclusive workplaces.

B. Initial meeting with the Lakewood Executive Leadership Team

Approach: In a 2-hour session, provide feedback to the ELT in the form of the collective data from the readiness assessment, and engage them in a discussion of the implications of the assessment for developing a DEI strategy for the city of Lakewood.

Objective: The Executive Leadership Team (has a clear understanding of their collective readiness on DEI.

Outcome: The ELT begins to identify what they need to move forward in developing a DEI strategy, and a beginning rationale as to why.

C. Building Leadership Capacity in DEI

Approach: Education/coaching for the Executive Leadership Team, which will be delivered via:

- A series of two 2-hour sessions with take away assignments to prepare for the next session.

Objective: Incorporating the results of the Leadership Readiness Assessment, Henderworks Consultant will engage the ELT in working with the following capacity-building elements:

- Understand the basic foundation of DEI work—the “what” and the “why” diversity, equity, and inclusion (DEI) have become imperatives for companies
- Understand and gain agreement on basic concepts and definitions (diversity, equity, inclusion, belonging, racial equity, accessibility, inclusive behavior)
- Clarify leadership’s role in undertaking DEI work, and establishing an organizational framework for change
- Establish inclusive leadership competencies for senior leaders across government agencies in Lakewood.

Outcome: The ELT gains foundational leadership competencies, their role in, and the rationale behind organizational DEI work.

D. Develop the DEI strategic context

Approach: Education/coaching for the Executive Leadership Team, which will be delivered via:

- A series of two 2-hour sessions with take away assignments to prepare for the next session.

We included the option of some individual coaching sessions of 1 hour each for those leaders that might want this kind of one-on-one development. Consultant will also help the development of an updated City of Lakewood Commitment Statement, suggest edits, and once final, help ELT to decide on a dissemination strategy.

Objective: Incorporating best practices, ISDI Consultants will engage the ELT in working with the following elements of DEI strategic context:

- Develop the elements of an organizational statement of commitment to DEI
- Develop the business case for DEI aligning to the business strategy
- Introduce the big picture of systemic change (i.e., approach to, organizational systems, policies & practices) using best practice tools

- Examine the potential for bias in human capital systems (recruitment, development, engagement, retention, etc.)
- Decide how best to shepherd the D&I work, such as a small cross-functional, multi-level working group (i.e., task force), and plan for writing its charter
- Share personal commitment statements (actions) that each leader will take on.

Outcome: The ELT gains both general elements and specific content for DEI strategy, including a basic understanding of the business case for the organization, the implications for leadership including competencies, the potential changes required to have inclusive human resource systems, and a clear statement of commitment to DEI by the city government.

Step 3: Assessment and Integration

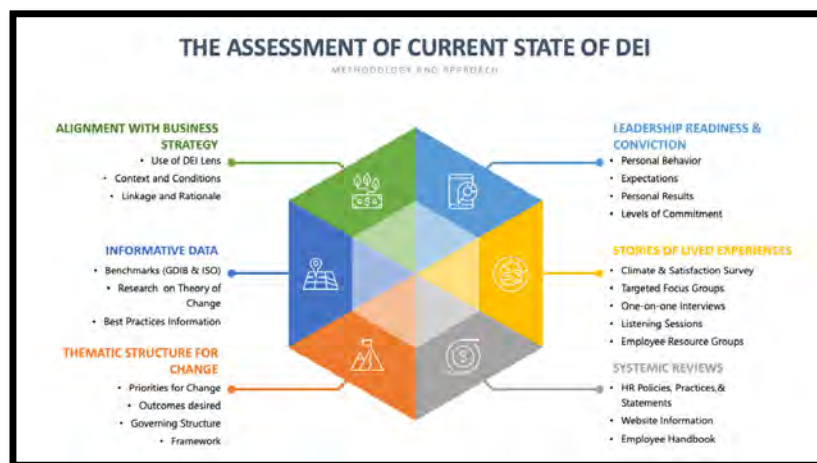
A. ASSESSING THE CURRENT STATE

Approach: Depending on what has already been done by the city of Lakewood government, an assessment of the current state (culture, lived experiences of employees and the systemic equity of policies, practices and program) should be undertaken. This normally includes conducting an employee survey to determine employee satisfaction with the culture at work, lived experiences, and a review of human resource policies using a DEI Lens.

Process: Areas of inquiry include:

1. Systemic reviews of HR policies and practices (Assess and advise in the review of City Government of Lakewood core documents, systems, and policies, and make recommendations for updates or creation of new ones).
2. Gather data and stories of the lived experiences of employees (surveys, focus group, interviews) that provide insights on the culture at work
3. Review against informative data (best practices, theory of change, benchmarks, etc.)
4. Develop a recommended thematic structure for the change framework (see model below)

The following graphic summarizes some of the areas covered in the assessment. This assessment helps to identify critical gaps and provides focus areas that should be considered priorities in the development of a longer-term change effort (the framework).



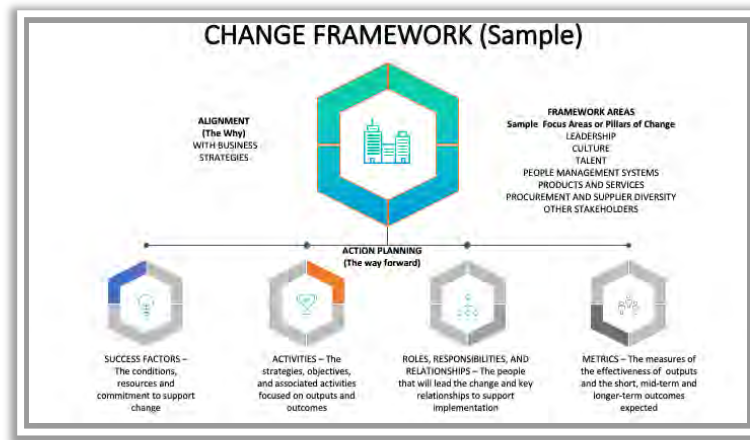
Outcome: A comprehensive equity, diversity, inclusion, and anti-racism analysis, including current culture, systems, organizational readiness, and staff competency.

The assessment will include an analysis and identification of existing strengths and gaps as well as an assessment of the “lived experiences of employees” based on survey data and follow-up focus group discussions and listening sessions.

B. BUILDING A CHANGE FRAMEWORK

Approach: Based on a review of framework options, the Executive Leadership Team will understand options that will help to guide the development of DEI change for Lakewood Governmental agencies and relationships with other key stakeholders.

They will consider whether a model framework template should be used for creating a multi-year change agenda. Henderworks consultant will propose a model for use.



Process: The consultant will share several samples of change frameworks that could be used to structure a multi-year DEI effort. The commitment statements (organizational and personal) developed by the leaders will be foundational. Additionally, the working definitions will help to provide consistent messaging and communications regarding the efforts. The “why” will be revisited as well, to help establish the context and reinforce leadership commitment.

The Executive team will rely on an existing group or establish a working group (Advisory Council or Taskforce) to manage the framework development process. This group will use information from the assessment of the current state of DEI practices to identify gaps, opportunities, and action areas. The framework will include major pillar areas for developing action plans.

Outcome: A framework that includes a set of priority actions and growth opportunities for improvement for the City of Lakewood, as an employer and a community partner with suggested actions on how to operationalize those improvements.

These actions will align with and take into consideration commitments to equity and inclusion that may have already been drafted by city leader and the Lakewood Council.

C. MEASUREMENT, REPORTING & MONITORING PROGRESS

Approach: This working group and leadership establishes the measurement and reporting processes, reporting protocols, and monitoring guidelines. It assures that accountability is established. The Advisory Council, or taskforce, will provide recommendations for measuring and reporting progress to the Executive team (and possibly the Lakewood City Council) and external stakeholders.

Process: This process involves establishing a process for monitoring and measuring progress on the achievement of the outcomes that have been established.

1. Establishing regular schedule for measuring and reporting progress on DEI objectives and action pillars over a 2- to 3-year period and beyond
2. Incorporating DEI items into an annual engagement survey where appropriate
3. Building accountability into performance management plans and compensation decision-making
4. Ensuring a consistent and regular reporting and monitoring process is established for sharing information on progress in achieving desired outcomes

Performance of Services

The Consultant and Client shall jointly determine the manner in which the Services are to be performed and the specific hours to be worked by consultant. Client will rely on consultant to work as many hours as may be reasonably necessary to fulfill Consultant’s obligations under this Agreement.

Key Deliverables:

A final report (Strategic Plan document) that includes:

- Outline of methodology and the engagement process.
- Analysis and assessment of strengths and gaps in the current system, processes, policies, services
- Best practices used by others that show evidence of success.
- Recommendations and key measurements for accountability.
- Recommended tools to support the plan and incorporate into operations and services. such as an equity, inclusion, and anti-racism lens for evaluating policies, etc.
- Professional development and training plan and priorities to increase staff and leadership DEI competencies, skills, and capacity.
- Recommended accountability milestones, and measures to evaluate and monitor progress, success, and impact, and to communicate to stakeholders.
- Presentation of the report and recommendations to Executive Leadership Team.

consultant Billable Rates:

Henderworks consultant services will be billed at based on project phases, and consultant will be available on an as needed basis for coaching and consulting in the areas identified.

1. **PAYMENT.** The consultant will bill the Client based on an agreed upon payment schedule (this may be billed after each major block of work is completed). The payment shall be due within 30 days of the date of invoice.
2. **EXPENSE REIMBURSEMENT.** consultant shall be entitled to reimbursement from Client for reasonable "out-of-pocket" expenses: travel expenses and travel-related meals and lodging.
3. **SUPPORT SERVICES.** Client will provide the following support services for the benefit of consultant: Provide all documents and information necessary to complete the services and training programs.
4. **TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by consultant of the Services required by this Agreement.
5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of consultant.
6. **DISCLOSURE.** consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.
7. **EMPLOYEES.** Consultant's employees or associates, if any, who perform services for Client under this Agreement, shall also be bound by the provisions of this Agreement.
8. **CONFIDENTIALITY.** Client recognizes that consultant has and will have the following information:

Human resources, diversity, and EEO data; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special, and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, consultant agrees that consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

9. **CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
10. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by email or deposited in the United States mail, postage prepaid, addressed as follows:

HENDERWORKS consultant:

Effenus Henderson, President & CEO
Henderworks, Inc.
135 South 300th Place
Federal Way, WA 98003
253-229-3691
Effenus.henderson@henderworks.com

Declaration

Company Name: HENDERWORKS, INC.

Authorized Representative: EFFENUS HENDERSON

Title: PRESIDENT AND CEO

Address: 135 S. 300TH PLACE, FEDERAL WAY, WA 98003

Phone Number: 253-229-3691

Email Address: EFFENUS.HENDERSON@HENDERWORKS.COM

Website Address: WWW.HENDERWORKS.COM

The undersigned proposer declares to have read and fully understand the request for qualifications and agrees to all of the terms, conditions, and provisions contained therein; and proposes and agrees that if this proposal as submitted is accepted, consultant will contract to perform in accordance with the specifications and proposals.

Any proposed pricing and fees include and cover materials, labor, supervision, overhead, profit, and taxes to complete the job to the organization's satisfaction.

Signature of Authorized Representative

EFFENUS HENDERSON

Date

Effenus Henderson, SPHR



Effenus Henderson is President and CEO of HenderWorks, Inc. (www.henderworks.com) and President / Co-Founder of Institute for Sustainable Diversity and Inclusion (www.i4sdi.org). He served as Chief Diversity Officer for Weyerhaeuser Company, Federal Way, Washington until his retirement in December 2013. He is an internationally recognized diversity thought leader and has been invited by numerous companies and organizations to share his expertise. He has provided advisory support on diversity to the United Nations, US Federal Government's EPA office, Office of Personnel Management, US Forest Service, State Department, and the USDA. As President and Co-Founder of ISDI, he helps provide diversity and inclusion training sessions to Northwest Corporations including Nordstrom, Boeing, Alaska Airlines, Port of Seattle, T-Mobile, Weyerhaeuser, Starbucks, Amazon, SAP-Concur, and others.

He has addressed members of the General Assembly of the United Nations on intercultural and interreligious diversity and addressed a high-level panel of the Alliance of Civilizations in Madrid, Spain in 2008, Istanbul Turkey in 2009, Rio de Janeiro, Brazil in 2010 and Doha, Qatar in 2011. He was a keynote speaker at the 9th and 10th Forum at Fez Morocco (2012, 2013) and at the 2nd World Forum on Intercultural Dialogue held in Baku, Azerbaijan (2013). He currently serves as a member of the Advisory Board of the Global Dialogue Foundation, located in Melbourne, Australia.

He is a member of the United States Technical Committee 260 (human resource standards) for the International Organization for Standardization (ISO) and convener for the development of global diversity and inclusion standards. His background includes development of diversity and inclusion change agendas, formation and oversight of employee resource groups, and training and skill building workshops and speaking engagements in over 18 foreign countries.

He was named one of the top diversity officers in corporate America by Diversity Best Practices / Working Mother Media and received its first Diversity Officer Leadership Award in 2007. He was among the finalists for the second annual global ORC Peter C. Robertson Award for Equality and Diversity Champions. He was one of 100 Global Diversity Thought Leaders invited by the president of the Society of Human Resource Management to a special forum in April 2008 to provide a perspective on the future of global diversity and inclusion. He was named to Savoy magazine's 2010 list of the Top 100 Most Influential Blacks in Corporate America. He was the 2010 recipient of the National Urban League's Collins Award for distinctive service and commitment awarded at the National Urban League's Whitney M. Young, Jr. Awards Gala in Washington, DC in July 2010. In May of 2011, he was named by Black Enterprise Magazine as one of the "Top Executives in Diversity" for his outstanding business achievements. The World HRD Congress in Mumbai, India honored him for "Outstanding Leadership in Human Resource Management" in 2014. In June 2017 he was honored, along with Barbara Deane, with the Innovation and Inclusion Award in the Non-Profit Sector by the Society for Diversity, Inc. In 2018, he has been admitted to the prestigious Forbes Coaches Council.

He has served on numerous boards including the International Society of Diversity and Inclusion Professionals (ISDIP) where he is a member of the founding board, the National Urban League Board where he has served as a national trustee and president of the Council of Affiliate Board Members. He is also a past chair of the Attrition Retention Consortium, a national group studying turnover trends in Corporate America. He is also former member of the Board of Advisors, School Business, Florida A&M University. He is also a former school board member for the Federal Way, Washington School System.

He is a graduate of North Carolina Central University and the Stanford University Executive Program. He is a 1967 graduate of Carver High School in Mount Olive, North Carolina. He is married to Helen Skinner Henderson, and they have three sons, Kevin Effenus (Latonda), Justin Keith (Kristen), and Marcus Edward (Keturah). They are the proud grandparents of six grandchildren – Hamilton, Johnathan, Ryan, Mila, Justyn Kai, and Miles.

Preliminary Budget for Statement of Work (DRAFT)
Final Working Draft
February 1, 2023

Preliminary Budget		
	Timing	Budget
Step 1 – Consultation & Planning with consultant	By end February	5,000
A. Finalize Client liaison role with consultant		
B. Agree and finalize Scope of Work		
Step 2 –Leadership Readiness for DEI*	1 st /2 nd quarter	40,000
A. Leadership Assessment (# 12 People)		
B. Strategic Context for Change		
C. Commitment and Action Planning		
Step 3 – Assessment & Integration	3 rd /4 th quarter	40,000
A. Organizational Assessment		
B. Framework & Action Planning		
C. Measurement and Reporting		
Check-In and client meetings	(tbd)	5,000
Total Estimated Costs		90,000

* Depends on the number of leaders interviewed.