



LAKWOOD CITY COUNCIL AGENDA

Monday, June 3, 2024

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.

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

<http://www.cityoflakewood.us>

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****PROCLAMATIONS AND PRESENTATIONS**

- (5) 1. Proclamation recognizing Juneteenth National Freedom Day. – *St. Joseph-St. John Episcopal Church Representatives*
- (7) 2. Proclamation recognizing the month of June as LGBTQ+ Pride month. – *Aran Myracle, Drop-In Coordinator, Oasis Youth Center*
- (9) 3. Proclamation recognizing the month of June as Ride Transit month. – *Mike Griffus, CEO and Lauren Adler, Government Relations Administrator, Pierce Transit*
4. Presentation of 2024 Washington Recreation and Parks Association (WRPA) Spotlight Award for the Development and Renovation of Springbrook Park.
5. Youth Council Report and Recognition.
6. Clover Park School District Report. – *Alyssa Anderson Pearson, Board President*

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

- (11) A. Approval of the minutes of the City Council meeting of May 20, 2024.
- (16) B. Approval of claims vouchers, in the amount of \$4,223,347.69, for the period of April 16, 2024 through May 15, 2024.
- (71) C. Approval of payroll checks, in the amount of \$3,087,854.71, for the period of April 16, 2024 through May 15, 2024.

(73) D. Motion No. 2024-36

Authorizing the award of a construction contract to Sierra Santa Fe Corporation, in the amount of \$272,777, for the 2024 Chip Seal Program.

(76) E. Motion No. 2024-37

Releasing American Rescue Plan Act (ARPA) funds in the amount of \$1,000,000 to Living Access Support Alliance (LASA) per Motion 2023-15; in the amount of \$250,000 to Emergency Food Network per Motion 2022-101; and to approve the re-obligation of \$25,000 of American Rescue Plan Act (ARPA) funds to conduct a locally-initiated amendment of the Lakewood Shoreline Master Program in 2024.

(90) F. Motion No. 2024-38

Authorizing the execution of an amendment to the agreement with Pacific Point Defense (Horwath Law) for public defense services.

(96) G. Items filed in the Office of the City Clerk:

1. Planning Commission meeting minutes of April 17, 2024.
2. Parks and Recreation Advisory Board meeting minutes of April 23, 2024.

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

ORDINANCE

(100) Ordinance No. 805

Granting Rainier Connect North, LLC, DBA Lightcurve, a non-exclusive franchise for the transmission of cable access television in the City of Lakewood.

(141) Ordinance No. 806

Granting Rainier Connect North, LLC, DBA Lightcurve, a non-exclusive franchise for the transmission of telecommunications in, through, over and under the rights-of-way of the City of Lakewood.

RESOLUTION

(157) Resolution No. 2024-09

Adopting the Six-Year (2025-2030) Comprehensive Transportation Improvement Program.

UNFINISHED BUSINESS**NEW BUSINESS**

(179) Motion No. 2024-39

Authorizing the execution of an agreement with FACET NW, Inc., in the amount of \$150,000, to conduct a City of Lakewood tree inventory.

REPORTS BY THE CITY MANAGER

(202) Interlaaken Bridge Repair Update.

CITY COUNCIL COMMENTS**ADJOURNMENT**

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, Juneteenth is the oldest known celebration commemorating the end of slavery in the United States; and

WHEREAS, historically Juneteenth was widely celebrated in the African American community as Emancipation Day, commemorating the day in 1865 when a Union Army general arrived in Galveston, Texas to share the news that the Civil War had ended and to announce the enslaved African Americans living there were free; and

WHEREAS, in recent years awareness of the significance of this date for our nation's African American and Black communities has become more widespread, resulting in Juneteenth becoming a recognized state and federal holiday; and

WHEREAS, Juneteenth reminds us of the horrors of our country's past, commemorates African American freedom, acknowledges the resilience and determination of African Americans who have faced injustices in our society, and pays homage to those who paved the road to freedom in America; and

WHEREAS, Juneteenth is a day to recognize and honor the contributions of African Americans in our city, state and country; and

WHEREAS, now is a time to reflect on the progress that must continue to ensure that all have equal access and opportunity to participate fully in our society; and

WHEREAS, Juneteenth is marked with celebrations, picnics, and family gatherings, and is a time for reflection and rejoicing, assessment, self-improvement and planning; and

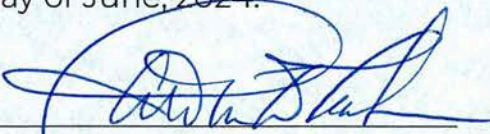
WHEREAS, people of all races, nationalities and religions are joining hands to acknowledge a period in our history that shaped and continues to influence our society today.

NOW, THEREFORE, BE IT RESOLVED that the Lakewood City Council does hereby acknowledge June 19, 2024 as

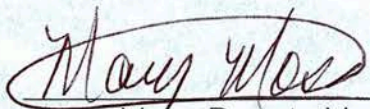
JUNETEENTH NATIONAL FREEDOM DAY

and urges all residents to come together to celebrate community and fellowship by attending the Juneteenth Celebration hosted by St. Joseph-St. John Episcopal Church and the City of Lakewood on Saturday, June 15, 2024 from 3 p.m. to 5 p.m. at Lakewood City Hall.

PROCLAIMED this 3rd day of June, 2024.



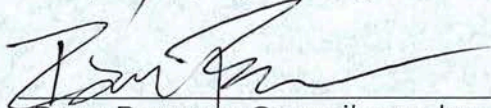
Jason Whalen, Mayor



Mary Moss, Deputy Mayor



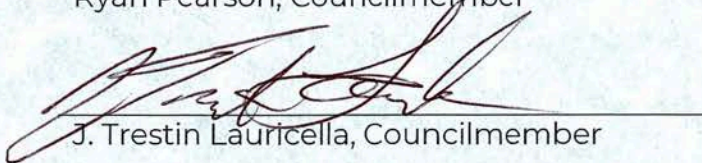
Michael Brandstetter, Councilmember



Ryan Pearson, Councilmember



Patti Belle, Councilmember

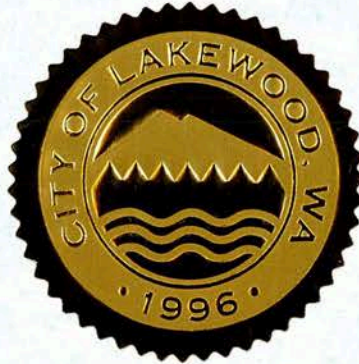


J. Trestin Lauricella, Councilmember



Paul Bocchi, Councilmember

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, the City of Lakewood supports the rights of every resident to experience equality and freedom from discrimination; and

WHEREAS, all people have the right to be treated fairly on the basis of their value as human beings regardless of age, gender identity, race, skin color, religion, marital status, national origin, sexual orientation, or disability; and

WHEREAS, the City of Lakewood accepts and welcomes people of all backgrounds and believes a diverse population leads to a more vibrant community; and

WHEREAS, Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) communities contribute to the cultural, civic and economic successes of the City; and

WHEREAS, as our society learns to embrace evolving definitions of sexuality and gender, we acknowledge how the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, Pride is a time to recall the trials the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) communities have endured and to rejoice in the triumphs of trailblazing individuals who have bravely fought — and continue to fight — for full equality; and


WHEREAS, Pride is both a jubilant communal celebration of visibility and a personal celebration of self-worth and dignity;

NOW, THEREFORE, BE IT RESOLVED that the Lakewood City Council does hereby designate the month of June 2024 as

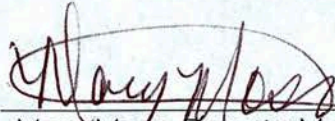
LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER+ PRIDE MONTH

and encourages all residents to recognize the valuable contributions and achievements of the LGBTQ+ community, to reflect on the ongoing struggle for equality members of this community face and to reaffirm our commitment against discrimination and injustice.

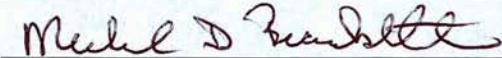
PROCLAIMED this 3rd day of June, 2024.



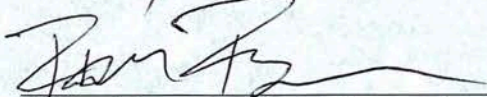
Jason Whalen, Mayor



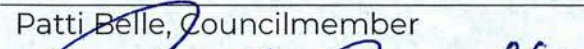
Mary Moss, Deputy Mayor



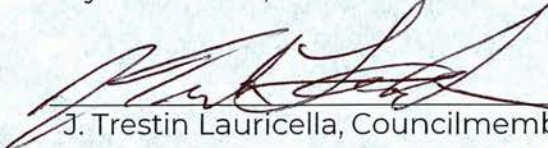
Michael Brandstetter, Councilmember



Ryan Pearson, Councilmember



Patti Belle, Councilmember



J. Trestin Lauricella, Councilmember



Paul Bocchi, Councilmember

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, the City of Lakewood is served by two transit agencies, Pierce Transit and Sound Transit, that provide public transportation via bus, commuter or light rail, SHUTTLE paratransit, Rideshare, and a Runner van; and

WHEREAS, in 2023, Pierce Transit provided 6.8 million passenger trips in Pierce County; and

WHEREAS, 52% of Pierce Transit riders do not own a personal vehicle, and 67% have an annual income under \$35,000; and

WHEREAS, Move Ahead Washington, the transformative legislative transportation package passed in 2022, invests more than \$3 billion in transit programs and projects, including the first-in-the-nation Youth Ride Free program, which provides zero cost fare to all individuals 18 years and younger; and

WHEREAS, in 2024, Pierce Transit launched the Stream Community Line, providing enhanced peak bus service between Spanaway and Tacoma Dome Station, and established another Runner zone – an on-demand micro-transit service – for a total of six Runner zones in Pierce County; and

WHEREAS, transit in Washington today reduces 371,000 metric tons of CO2 emission per year. If all single vehicle drivers were to shift to transit, there would be a savings of 130,000 metric tons of CO2 emissions per year – almost equal to 28,272 passenger vehicles driven annually; and

WHEREAS, research shows that 1 in 4 adults in the United States experiences transportation insecurity, suggesting that millions of Washingtonians may not be able to move from place to place in a safe or timely manner because they lack the resources necessary for transportation and nearly 25% of Washingtonians cannot or do not drive, resulting in a likely reliance on public transportation; and

WHEREAS, transit provides essential trips and essential jobs for people of color and low-income individuals. Among urban residents, Black, Latino/a, and foreign-born residents are more likely to take public transit; and

WHEREAS, greater transit use is associated with higher levels of physical activity, which is associated with lower health risks and better health outcomes; and

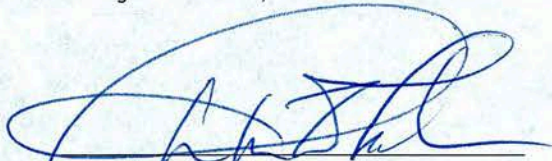
WHEREAS, the City of Lakewood appreciates Pierce Transit's close work with local jurisdictions, including with planners and staff, to incorporate local growth patterns into future transit planning to increase transit opportunities for residents.

NOW, THEREFORE, the Lakewood City Council do hereby designate the month of June, 2024 as

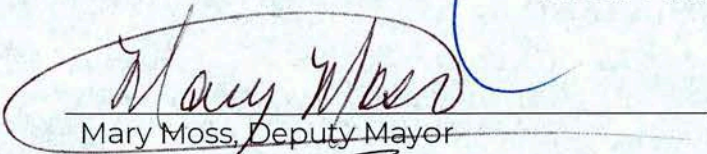
RIDE TRANSIT MONTH

in the City of Lakewood and encourages residents to observe the month with appropriate events and activities to promote public transportation.

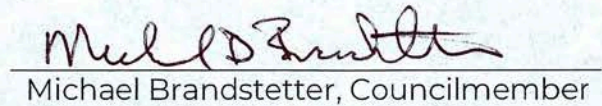
PROCLAIMED this 3rd day of June, 2024.



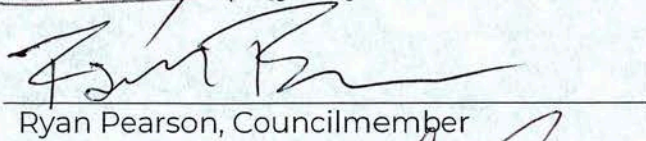
Jason Whalen, Mayor



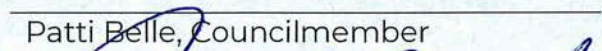
Mary Moss, Deputy Mayor



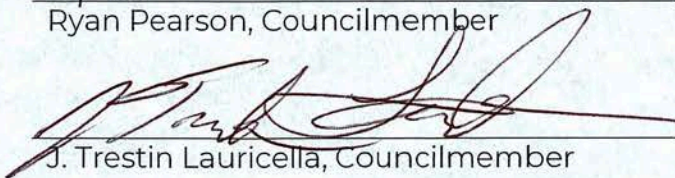
Michael Brandstetter, Councilmember



Ryan Pearson, Councilmember



Patti Belle, Councilmember



J. Trestin Lauricella, Councilmember



Paul Bocchi, Councilmember



LAKWOOD CITY COUNCIL MEETING MINUTES

Monday, May 20, 2024

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 7:10 p.m.

ROLL CALL

Councilmembers Present: 6 – Mayor Jason Whalen; Deputy Mayor Moss, Councilmembers Mike Brandstetter, Ryan Pearson, J. Trestin Lauricella and Paul Bocchi.

Councilmembers Excused: 1 – Councilmember Patti Belle.

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS AND PRESENTATIONS

Business Showcase. – Emergency Food Network

Mayor Whalen recognized Lianna Olds, Deputy Director, Emergency Food Network as the May, 2024 Business Showcase for their 40 years of service to the community.

Recognition of Ellie Wilson for her service to the Lakewood's Promise Advisory Board.

Mayor Whalen recognized Eleanor "Ellie" Wilson for her service to the community, specifically the Lakewood's Promise Advisory Board since inception.

City Manager Caulfield shared that the Interlaaken Bridge was closed last Friday to vehicle and pedestrian traffic. He provided an overview of the maintenance of the bridge, provided options for replacement and shared that it is anticipated that the bridge will reopen by September 30, 2024.

PUBLIC COMMENTS

The City Council received written comments in advance of the meeting from Darlene Stevens.

Speaking before the Council were:

Christina Manetti, Lakewood resident, spoke about the Interlaaken Bridge closure, salmon recovery and draining Lake Steilacoom for a park.

Ebrahim Mirjalili, Lakewood resident, spoke about the condemnation of his home, being aware of what you say and your actions.

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

- A. Approval of the minutes of the City Council meeting of May 6, 2024.
- B. Approval of the minutes of the City Council study session of May 13, 2024.
- C. Motion No. 2024-33

Authorizing the execution of an agreement with Townzen and Associates, in the amount of \$411,800, for contract review services related to the Western State Hospital project.

- D. Motion No. 2024- 34

Reappointing Jeff Cox to serve on the American Lake – Lake Management District No. 1 Advisory Committee through June 2, 2027.

- E. Motion No. 2024-35

Appointing Alice Fong and reappointing Megan Dempsey and Kerri Pedrick to serve on the Lakewood’s Promise Advisory Board through May 21, 2027.

- F. Items filed in the Office of the City Clerk:
 1. Lakewood Arts Commission meeting minutes of March 4, 2024.

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT THE CONSENT AGENDA. SECONDED BY COUNCILMEMBER LAURICELLA. 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 Six-Year (2025-2030) Transportation Improvement Plan.

Ebrahim Mirjalili, Lakewood resident, spoke about city right-of-way.

Christina Manetti, Lakewood resident, spoke about the plans to improve Steilacoom Boulevard at Mount Tacoma Drive and in opposition to more traffic and streetlights.

Jill Jensen, Lakewood resident, spoke about traffic counts and vehicles speeding on Interlaaken Drive and requested mitigation such as speed bumps.

There being no further testimony, the public hearing was declared closed at 8:10 p.m.

ORDINANCE

Ordinance No. 804 Amending the 2023-2024 Biennial Budget.

DEPUTY MAYOR MOSS MOVED TO ADOPT ORDINANCE NO. 804. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

Abatement Program Update.

Housing Program Manager Jeff Gumm shared that 14 dangerous building and nuisance projects were completed in 2023, 4 projects have been completed in 2024 and there are 18 pending projects. He then shared before and after photos of properties. Discussion ensued.

City Manager Caulfield highlighted Police Department Crime and Incident data.

He requested that the City Council identify a member to serve as Lakewood's Representative on the Pierce Transit's Board of Commissioners Composition Review Board.

The Pierce County Hearing Examiner is expected to have a decision completed on the Pierce County Village First Project by the end of May and Partners for Parks has \$2 Million in support of the H-Barn Project Update and Waughop Lake tested negative for cyanotoxins.

He then announced the following upcoming events and meetings:

- May 21, 6:00 P.M., Mayor's Coffeehouse, Fort Steilacoom Park Pavilion, Comprehensive Plan
- May 22, 4:00 P.M., Clover Park High School's Annual Arlington Project, Clover Park High School
- May 25, 11:00 A.M. to 3:00 P.M., Youth Summit, Harrison Prep High School
- May 27, 2:00 P.M., Memorial Day Ceremony, Mountain View Garden of Honor
- May 30, 9:30 A.M., Puget Sound Regional Council, Seattle Convention Center
- May 31, 2:00 P.M., Chambers Creek Canyon Groundbreaking Event
- June 1, 10:00 A.M., Dr. Claudia Thomas Habitat for Humanity
- June 1, 4:00 P.M., Street Festival, Colonial Plaza
- June 4, Opening Day of Farmer Market, Fort Steilacoom Park

CITY COUNCIL COMMENTS

Councilmember Brandstetter shared that he is looking forward to attending the Arlington Project Ceremony at Clover Park High School.

Councilmember Pearson shared that he attended the Communities in Schools Breakfast and he looks forward to participating in the Youth Summit Speed Dating interviews.

Councilmember Lauricella thanked Ellie Wilson for her contributions to Lakewood's Promise Advisory Board and shared that he attended the Kids Fishing event.

Deputy Mayor Moss thanked City Manager Caulfield for the update on Interlaaken Bridge. She shared that she attended the JBLM Armed Services Day and she will attend the Arlington Project, Youth Summit and Dancing in the Streets Festival.

Mayor Whalen thanked those who presented this evening. He spoke about Sister City trip to Danzhou, China. He shared that this week is Mayor's Coffeehouse, Arlington Project, Youth Summit and Mountainview Memorial Day Ceremony.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:28 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



City of Lakewood

To: Mayor and City Councilmembers

From: Tho Kraus, Deputy City Manager

Through: John J. Caulfield, City Manager

Date: June 03, 2024

Subject: Claims Voucher Approval

Check Run Period: April 16, 2024 – May 15, 2024

Total Amount: \$4,223,347.69

Checks Issued:

04/18/24	Checks 99207	\$	6,505.55
04/30/24	Checks 99208-99243	\$	454,398.96
05/15/24	Checks 99244-99318	\$	221,113.57

EFT Checks Issued:

04/18/24	Checks 23648-23651	\$	10,830.23
04/30/24	Checks 23652-23750	\$	1,197,125.23
05/15/24	Checks 23751-23864	\$	2,336,237.40

Void Checks:

04/22/2024	Check 23577	\$	127.00
04/22/2024	Check 23603	\$	1,293.00
05/09/2024	Check 99007	\$	627.25
05/15/2024	Check 98869	\$	816.00

Grand Total \$ **4,223,347.69**

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 54

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23648	4/18/2024	013330		SAURI, MARCO A			\$2,000.00
001.9999.11.565.10.41.020			4/9/2024	43	PKHS AG 2023-170 04/01-04/15 L		2,000.00
23649	4/18/2024	013442		STROZ FRIEDBERG, LLC.			\$539.84
001.9999.99.518.80.41.001			3/4/2024	K0301-0023874	ND 12/23 Claim # UA8113080664		539.84
23650	4/18/2024	008186		TRCVB.			\$6,281.64
104.0016.01.557.30.41.001			2/29/2024	LW-2024-02	HM AG 2024-121 02/24 Lodging T		6,281.64
23651	4/18/2024	012410		WATT BANKS, LISA			\$2,008.75
001.9999.11.565.10.41.020			4/9/2024	117	PKHS AG 2023-170 04/01-04/15 L		2,008.75
23652	4/30/2024	011591		911 SUPPLY INC.			\$492.57
001.0000.15.521.22.31.008			4/18/2024	INV-2-37563	PD Jacket: W Crommes		492.57
23653	4/30/2024	002293		AHBL INC.			\$5,493.75
001.9999.07.558.50.41.001			3/31/2024	144749	CD AG 2024-017 02/26-04/25 Cur		5,493.75
23654	4/30/2024	012498		ALL TRAFFIC SOLUTIONS, INC..			\$98.52
302.0003.21.544.20.35.001			4/9/2024	SIN040411	PWCP Mount Kit		65.79
302.0003.21.544.20.35.001			4/9/2024	SIN040411	freight		23.69
302.0003.21.544.20.35.001			4/9/2024	SIN040411	Sales Tax		6.65
302.0003.21.544.20.35.001			4/9/2024	SIN040411	Sales Tax		2.39
23655	4/30/2024	001685		AMAYA ELECTRIC CORP.			\$11,748.18
101.0000.11.542.64.48.001			3/31/2024	9457-12B	PKST AG 2023-215 01/01-04/10		11,424.99
101.0000.00.223.40.00.000			3/31/2024	9457-12B	PKST AG 2023-215 Retainage Inv		-571.25
101.0000.11.542.64.48.001			3/31/2024	9457-21	PKST AG 2023-215 Troubleshoot		611.77
101.0000.00.223.40.00.000			3/31/2024	9457-21	PKST AG 2023-215 Retainage Inv		-30.53
502.0000.17.518.35.48.001			3/31/2024	9457-22	PKFC AG 2023-215 Troubleshoot		328.10
502.0000.00.223.40.00.000			3/31/2024	9457-22	PKFC AG 2023-215 Retainage Inv		-14.90

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23656	4/30/2024	000046		ASSOC OF WASHINGTON CITIES.			\$1,500.00
001.0000.03.513.10.49.003			4/17/2024	126370	CM 2024 AWC Annual Conf: Caulf		500.00
001.0000.03.513.10.49.003			4/17/2024	126370	CC 2024 AWC Annual Conf: Moss,		1,000.00
23657	4/30/2024	013545		ASSOCIATED EARTH SCIENCES. INC.			\$1,073.75
301.0031.11.594.76.41.001			4/11/2024	063847	PK AG 2023-150 THRU 03/29 Ft.		1,073.75
23658	4/30/2024	007445		ASSOCIATED PETROLEUM PRODUCTS.			\$31,636.40
501.0000.51.521.10.32.001			4/12/2024	24-071667	PDFL 04/12 Fuel		16,487.87
501.0000.51.521.10.32.001			3/28/2024	24-060840	PD 03/28 Fuel		15,148.53
23659	4/30/2024	013336		BENNETT. SHANNON			\$331.50
001.0000.01.511.60.49.014			4/30/2024	4/6/24 Youth Council	CC Youth Council Bowling Event		235.50
001.0000.11.565.10.31.005			4/30/2024	4/6/24 Youth Council	PK Food For Youth Council Bowl		96.00
23660	4/30/2024	012280		BLUE PEAK LOGIC INC.			\$3,655.32
503.0000.04.518.80.48.003			3/31/2024	2480	IT 07/01/24-06/30/25 Skills Ma		3,655.32
23661	4/30/2024	013068		BUD CLARY FORD HYUNDAI.			\$70,518.80
501.9999.51.594.48.64.005				3RX693	PKFL Prompt Payment Discount		-300.00
501.9999.51.594.48.64.005			4/22/2024	3RX693	PKFL Replacing Vehicle # 42330		65,331.00
501.9999.51.594.48.64.005			4/22/2024	3RX693	Sales Tax		5,487.80
23662	4/30/2024	011701		BUENAVISTA SERVICES INC.			\$385.35
001.0000.11.576.81.41.001			4/1/2024	11608	PKFC 03/24 Pavilion Janitorial		385.35
23663	4/30/2024	010262		CENTURYLINK.			\$200.70
503.0000.04.518.80.42.001			4/15/2024	333545327 04/15/24	IT 04/15-05/15 Phone		200.70
23664	4/30/2024	013679		CEPEDA. SHARLENE			\$150.00
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/24 Interpreter		150.00
23665	4/30/2024	000536		CITY TREASURER CITY OF TACOMA.			\$2,050.96
001.0000.11.576.81.47.005			4/18/2024	100384880 04/18/24	PKFC 03/20-04/17 8700 Steil Bl		18.66
101.0000.11.542.64.47.005			4/18/2024	101085191 04/18/24	PKST 02/17-04/17 6802 Steil Bl		90.84

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.81.47.005			4/16/2024	100384879 04/16/24	PKFC 03/16-04/15 8750 Steil Bl		37.31
101.0000.11.542.63.47.006			4/17/2024	100415564 04/17/24	PKST 03/16-04/14 9450 Steil Bl		55.63
101.0000.11.542.63.47.006			4/17/2024	100415566 04/17/24	PKST 03/16-04/15 9000 Steil Bl		59.28
101.0000.11.542.63.47.006			4/17/2024	100415597 04/17/24	PKST 03/16-04/14 10000 Steil B		50.83
101.0000.11.542.63.47.006			4/17/2024	100471519 04/17/24	PKST 03/16-04/15 8312 87th St		38.57
101.0000.11.542.64.47.005			4/17/2024	100658937 04/17/24	PKST 03/16-04/14 10300 Steil B		35.34
101.0000.11.542.64.47.005			4/17/2024	100687561 04/17/24	PKST 03/16-04/15 8623 87th Ave		28.97
101.0000.11.542.64.47.005			4/17/2024	101086773 04/17/24	PKST 03/16-04/15 9550 Steil Bl		25.07
101.0000.11.542.63.47.006			4/17/2024	101208464 04/17/24	PKST 02/16-04/16 8003 Onyx Dr		120.74
101.0000.11.542.63.47.006			4/17/2024	101350293 04/17/24	PKST 03/16-04/15 9872 Steil. B		16.73
101.0000.11.542.63.47.006			4/17/2024	101360340 04/17/24	PKST 03/15-04/12 5911 112th St		18.96
101.0000.11.542.63.47.006			4/15/2024	100440754 04/15/24	PKST 03/14-04/11 7211 BPW W St		18.07
101.0000.11.542.63.47.006			4/15/2024	100440755 04/15/24	PKST 02/13-04/11 7001 BPW W #S		44.20
101.0000.11.542.63.47.006			4/15/2024	100898201 04/15/24	PKST 03/14/-04/11 7729 BPW W		136.03
101.0000.11.542.64.47.005			4/15/2024	100905390 04/15/24	PKST 02/13-04/11 7429 BPW W		88.90
101.0000.11.542.63.47.006			4/12/2024	100349546 04/12/24	PKST 02/13-04/11 7210 BPW W -		66.45
101.0000.11.542.64.47.005			4/12/2024	100351985 04/12/24	PKST 02/13-04/11 7500 BPW SW #		229.37
101.0000.11.542.64.47.005			4/12/2024	100475269 04/12/24	PKST 02/13-04/11 6621 BPW W #S		3.40
101.0000.11.542.64.47.005			4/12/2024	100475274 04/12/24	PKST 02/13-04/11 6401 Flanagan		4.14
101.0000.11.542.64.47.005			4/22/2024	100228921 04/22/24	PKST 02/22-04/19 7702 Steil Bl		75.92
101.0000.11.542.64.47.005			4/22/2024	100228932 04/22/24	PKST 03/22-04/19 8300 Steil Bl		149.13
101.0000.11.542.64.47.005			4/22/2024	100228949 04/22/24	PKST 03/22-04/19 8200 Steil Bl		69.41
101.0000.11.542.64.47.005			4/23/2024	100665891 04/23/24	PKST 03/23-04/22 7309 Onyx Dr		22.93
101.0000.11.542.64.47.005			4/23/2024	101198351 04/23/24	PKST 02/23-04/22 9214 78th ST		121.89
101.0000.11.542.63.47.006			4/23/2024	101316680 04/23/24	PKST 02/21-04/19 7198 Steilaco		97.44
001.0000.11.576.81.47.005			4/23/2024	101359258 4/23/24	PKFC 03/07-04/18 8714 87th Ave		206.46
101.0000.11.542.64.47.005			4/24/2024	100228754 04/24/24	PKST 02/24-04/23 11199 GLD SW		49.38
101.0000.11.542.64.47.005			4/24/2024	100228973 04/24/24	PKST 02/24-04/23 10699 GLD SW		49.43
101.0000.11.542.64.47.005			4/1/2024	100432466 04/01/24	PKST 03/15-03/29 5911 112th St		1.04
101.0000.11.542.64.47.005			4/25/2024	100254732 04/25/24	PKST 03/26-04/23 11023 GLD SW		20.44
23666	4/30/2024	005786		CLASSY CHASSIS.			\$652.28
501.0000.51.521.10.48.005			3/31/2024	W-1987	PDFL 03/24 Carwash		14.80

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		8.91
180.0000	15.521.21.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		7.80
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		25.45
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		15.39
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		14.20
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		12.15
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		19.44
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		34.83
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		12.96
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		11.60
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		11.80
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		12.15
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		12.15
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		12.15
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		31.59
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		12.15
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		15.39
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		12.15
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		12.15
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		12.15
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		30.78
501.0000	51.521.10.48.005		3/31/2024	W-1987	PDFL 03/24 Carwash		12.15

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.48.005			3/31/2024	W-1987	PDFL 03/24 Carwash		15.39
180.0000.15.521.21.48.005			3/31/2024	W-1987	PDFL 03/24 Carwash		24.52
501.0000.51.521.10.48.005			3/31/2024	W-1987	PDFL 03/24 Carwash		12.96
501.0000.51.521.10.48.005			3/31/2024	W-1987	PDFL 03/24 Carwash		4.40
501.0000.51.521.10.48.005			3/31/2024	W-1987	PDFL 03/24 Carwash		9.72
501.0000.51.521.10.48.005			3/31/2024	W-1987	PDFL 03/24 Carwash		10.53
501.0000.51.521.10.48.005			4/12/2024	6038	PDFL 04/24 Oil Change		103.55
23667	4/30/2024	000099		CLOVER PARK SCHOOL DISTRICT.			\$194.50
501.0000.51.548.79.32.001			4/12/2024	20562	PKFL 03/24 Fuel		194.50
23668	4/30/2024	013716		COMMONSTREET CONSULTING LLC.			\$3,081.87
196.6022.99.518.63.41.001			3/31/2024	2403072	ARPA AG 2024-052 Thru 03/31 Ed		3,081.87
23669	4/30/2024	000104		COMMUNITIES IN SCHOOLS.			\$6,250.00
001.0000.11.565.10.41.020			4/15/2024	Q1/24	PKHS AG 2023-038A Q1/24 School		6,250.00
23670	4/30/2024	000107		COMMUNITY HEALTH CARE.			\$1,000.00
001.0000.11.565.10.41.020			4/15/2024	Q1/24	PKHS AG 2023-027A Q1/24 Prompt		1,000.00
23671	4/30/2024	000496		DAILY JOURNAL OF COMMERCE.			\$994.50
302.0164.21.595.12.44.001			4/9/2024	3398397	PWCP 03/26-04/09 Farwest Dr SW		994.50
23672	4/30/2024	013441		DOAN. MYCHI			\$150.00
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/24 Interpreter		150.00
23673	4/30/2024	013664		EDX INC..			\$4,509.00
301.0048.11.594.76.41.001			4/4/2024	2538	PK AG 2024-019 Nisqually Partn		4,509.00
23674	4/30/2024	003950		EMERGENCY FOOD NETWORK OF.			\$11,250.00
001.0000.11.565.10.41.020			4/5/2024	G-202401034	PKHS AG 2023-010A Q1/24 Home D		5,625.00
001.0000.11.565.10.41.020			4/5/2024	G-202401035	PKHS AG 2023-011A Q1/24 Co-Op		5,625.00
23675	4/30/2024	011987		FEDERAL EASTERN INTERNATIONAL.			\$10,955.82
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASVS5ADBVM- Vision AXBIII		1,080.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
195.0009.15.521.30.35.010			4/9/2024	56259100	PD WAMK3M00250J- Maverick MOD		365.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASPLT016ECSN- 6x8 Speed PI		117.04
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASNC1B00ACTT Thorshield Ba		77.76
195.0009.15.521.30.35.010			4/9/2024	56259100	NASVS5ADB0M- Vision AXBIIIA,		1,080.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD WAMK3M00250J- Maverick MOD		365.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASPLT016ECSN- 8x10 Speed P		139.44
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASNC1B00ACTT Thorshield Ba		77.76
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASVS5ADB0M- Vision AXBIII		1,080.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD WAMK3M00250J- Maverick MOD		365.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASPLT016ECSN- 8x10 Speed P		139.44
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASNC1B00ACTT Thorshield Ba		77.76
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASVS5ADB0M- Vision AXBIII		1,080.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD WAMK3M00250J- Maverick MOD		365.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASPLT016ECSN- 8x10 Speed P		139.40
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASNC1B00ACTT Thorshield Ba		77.76
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASVS5ADB0M- Vision AXBIII		1,080.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD WAMK3M00250J- Maverick MOD		365.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASPLT016ECSN- 8x10 Speed P		139.44
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASNC1B00ACTT Thorshield Ba		77.76
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASVS5ADB0M- Vision AXBIII		1,080.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD WAMK3M00250J- Maverick MOD		365.00
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASPLT016ECSN- 8x10 Speed P		139.44
195.0009.15.521.30.35.010			4/9/2024	56259100	PD NASNC1B00ACTT Thorshield Ba		77.76
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		109.12
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		109.08
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		36.87
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		11.82
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		7.85
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		109.08
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		36.87
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		14.08
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		7.85
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		109.08

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		36.87
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		14.08
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		7.85
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		109.08
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		36.87
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		14.08
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		7.85
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		109.08
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		36.87
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		14.08
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		7.85
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		36.87
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		14.08
195.0009.15.521.30.35.010			4/9/2024	56259100	Sales Tax		7.85
23676	4/30/2024	008185		FOOD CONNECTION.			\$3,750.00
001.0000.11.565.10.41.020			4/15/2024	Q1/24	PKHS AG 2023-023A Q1/24 Emerge		3,750.00
23677	4/30/2024	012975		FOSTER GARVEY PC.			\$21,717.65
001.0000.13.558.70.41.001			4/12/2024	2883436	ED Thru 03/31 Downtown Park -		1,858.50
196.6022.99.518.63.41.001			4/12/2024	2883437	ARPA Thru 03/31 Mirjalili/Lape		19,859.15
23678	4/30/2024	013237		FREEMAN, TRACEY			\$97.00
001.0000.09.518.10.43.004			4/30/2024	05/08-05/10/24 Meals	HR AWC Labor Relations Institu		97.00
23679	4/30/2024	013623		GARCIA, RUTH			\$675.00
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/14 & 03/15 Interpreter		375.00
001.0000.02.512.51.49.009			4/17/2024	March 2024-1	MC 03/20 & 03/27 Interpreter		300.00
23680	4/30/2024	013485		GIBSON, DEREK			\$127.00
001.0000.03.557.20.43.004			4/12/2024	04/15-04/18/24 Meals	CM Gov't Social Media Conf: Gi		127.00
23681	4/30/2024	000207		GREATER LAKES MENTAL HEALTH,			\$57,001.94
001.0000.15.521.10.41.001			4/16/2024	Q1/24 BHCT	PD AG 2021-300-2024 BHCT		57,001.94

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23682	4/30/2024	010115		GREEN TECH EXCAVATION.			\$9,516.18
105.0000.00.223.40.00.000			4/26/2024	19173-1	AB AG 2024-041 Retainage Relea		9,516.18
23683	4/30/2024	010560		HD FOWLER CO.			\$493.51
001.0000.11.576.80.31.001			4/11/2024	16667541	PKFC Maint Supplies		493.51
23684	4/30/2024	013461		HILLIG, HANNAH K			\$97.00
001.0000.09.518.10.43.004			4/30/2024	05/08-05/10/24 Meals	HR AWC Labor Relations Institu		97.00
23685	4/30/2024	012229		HINES, LAUREN			\$188.94
001.0000.07.558.60.43.003			4/30/2024	04/21-04/23 Mileage	CD WSAPT Conf: L. Hines		188.94
23686	4/30/2024	012308		HONEY BUCKET.			\$667.55
502.0000.17.518.35.41.001			3/22/2024	0554071901	PKFC 03/22-04/18 Sani-Can: CH		104.50
001.0000.02.523.30.47.004			4/1/2024	0554087227	MC 04/01-04/28 Sani-Can: 8714		120.00
001.0000.11.576.80.41.001			4/4/2024	0554094661	PKFC 04/04+05/01 Sani-Can:5509		443.05
23687	4/30/2024	004036		HORIZON AUTOMATIC RAIN CO.			\$216.28
001.0000.11.542.70.35.001			4/17/2024	3N169858	PKST 4Gal Max Backpack Sprayer		124.45
001.0000.11.542.70.31.001			4/22/2024	3N170157	PKST Sapling Soaker Ring		34.03
101.0000.11.542.30.31.001			4/25/2024	3N170433	PKST Rain Bird Nozzle		57.80
23688	4/30/2024	011985		JAMES GUERRERO ARCHITECT INC.			\$450.00
301.0055.11.594.76.41.001			3/20/2024	5533	PK Library Log Relocation		450.00
23689	4/30/2024	011937		KEATING, BUCKLIN & MCCORMACK.			\$60.80
401.0000.41.531.10.41.001			4/5/2024	22227	PWSW 03/01 Lkwd adv. Conservat		60.80
23690	4/30/2024	008202		KPG PSOMAS.			\$32,331.83
311.0006.21.535.12.41.001			4/12/2024	207267	PWSC AG 2023-033 03/01-03/28 R		17,032.00
302.0136.21.595.12.41.001			4/12/2024	207268	PWCP AG 2024-035 03/01-03/28 1		13,717.83
311.0007.21.535.12.41.001			4/12/2024	207271	PWSC AG 2023-180 03/01-03/28 W		1,582.00
23691	4/30/2024	000288		LAKEWOOD HARDWARE & PAINT.			\$464.72

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
502.0000.17.542.65.31.001			4/12/2024	739746	PKFC Paint, Roller Cover, Roll		67.95
001.0000.11.542.70.31.001			4/18/2024	739587	PKST PVC Glue, Primer Glue, Ba		46.53
001.0000.11.576.81.31.001			4/19/2024	740318	PKFC Toilet Tank Repair Kits		47.54
001.0000.11.576.81.31.001			4/25/2024	740826	PKFC Broom, Roller Covers, Bru		161.03
001.0000.11.542.70.31.001			4/25/2024	740847	PKST 31 Gal Tote		31.92
001.0000.11.576.80.31.001			4/25/2024	740888	PKFC Pulley, 6pk HP Ultra 6.4		109.75
23692	4/30/2024	003008		LARSEN SIGN CO.			\$2,906.64
104.0011.01.557.30.44.001			4/8/2024	34068	HM Banner For SummerFest		2,906.64
23693	4/30/2024	010434		LEE. YOUNG			\$367.00
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/24 Interpreter		367.00
23694	4/30/2024	012383		LEGEND DATA SYSTEMS INC.			\$72.67
001.0000.15.521.10.31.001			4/23/2024	139545	PD PVC Cards		72.67
23695	4/30/2024	012939		LENOVO INC..			\$23,699.03
503.0015.04.518.80.35.030			4/12/2024	6467679260	IT City All - Lenovo ThinkPad		21,525.00
503.0015.04.518.80.35.030			4/12/2024	6467679260	Sales Tax		2,174.03
23696	4/30/2024	010712		LINDQUIST DENTAL CLINIC.			\$6,250.00
001.0000.11.565.10.41.020			3/31/2024	P111714	PKHS AG 2023-069A Q1/24 Uncomp		6,250.00
23697	4/30/2024	013643		LLANOS, RONNY			\$1,502.90
001.0000.11.571.20.41.001			4/26/2024	03/05-04/23 Qigong	PKRC 03/05-04/23 Qi Gong & Tai		1,502.90
23698	4/30/2024	013015		MAKING A DIFFERENCE FOUNDATION.			\$4,119.24
001.0000.11.565.10.41.020			4/15/2024	Q1/24	PKHS AG 2023-013A Q1/24 Eloise		4,119.24
23699	4/30/2024	007032		MICRO-TEL, LLC.			\$1,293.00
503.0000.04.518.80.42.001			3/22/2024	24 - 0620783	IT 06/21/24-06/22/25 Microcall		1,293.00
23700	4/30/2024	009724		MILES RESOURCES LLC.			\$137.25
101.0000.11.542.30.31.030			4/15/2024	355224	PKST Crushed Rock		112.61
101.0000.11.542.30.49.018			4/22/2024	355599	PKST Waste Clean Broken Asphal		24.64

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23701	4/30/2024	000721		MULTICARE HEALTHWORKS.			\$366.00
001.0000.09.518.10.41.001			4/1/2024	159421	HR 03/07 Exam-Respirator Cert,	366.00	
23702	4/30/2024	013487		MULTICULTURAL CHILD AND FAMILY.			\$5,757.50
001.0000.11.565.10.41.020			4/15/2024	Q1/24	PKHS AG 2023-062A Q1/24 Food	5,757.50	
23703	4/30/2024	011935		NEIL, LANI			\$219.23
001.0000.11.571.22.31.001			4/18/2024	04/18/2024 Reimb	PKRC Measuring Tool	11.00	
106.0000.11.573.20.31.005			4/18/2024	04/18/2024 Reimb	PK Arts Commission Reception F	208.23	
23704	4/30/2024	010360		NEWTON, REBECCA			\$500.00
001.0000.01.573.90.41.001			4/15/2024	SHTV-001 & SHTV-003	CC Chinese Visa & Processing F	500.00	
23705	4/30/2024	013697		NIGHTFORCE OPTICS.			\$427.00
001.0000.15.521.26.31.020			4/24/2024	319663	PD Body Tube Replacement, NX8	427.00	
23706	4/30/2024	000173		NOURISH PIERCE COUNTY,			\$3,750.00
001.0000.11.565.10.41.020			4/15/2024	Q1/24	PKHS AG 2023-022A Q1/24 Nutrit	3,750.00	
23707	4/30/2024	013678		NP LANGUAGE SERVICES, INC..			\$150.00
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/24 Interpreter	150.00	
23708	4/30/2024	013550		OASIS YOUTH CENTER.			\$6,710.44
001.0000.11.565.10.41.020			4/15/2024	Q1/24	PKHS AG 2023-054A Q1/24 Oasis	6,710.44	
23709	4/30/2024	013399		ODP BUSINESS SOLUTIONS, LLC.			\$55.04
001.0000.15.521.10.31.001			3/14/2024	356609918001	PD Office Supplies	55.04	
23710	4/30/2024	009317		OPTIC FUSION INC.			\$3,048.56
503.0000.04.518.80.42.001			3/1/2024	95-20114	IT 03/24 Internet Connectivity	1,524.28	
503.0000.04.518.80.42.001			4/1/2024	95-20145	IT 04/24 Internet Connectivity	1,524.28	
23711	4/30/2024	010255		PAPE' MACHINERY EXCHANGE.			\$61.90
501.0000.51.548.79.31.006			4/12/2024	15200094	PKFL Latch	61.90	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23712	4/30/2024	000407		PIERCE COUNTY.			\$89,806.29
101.0000.11.542.64.41.001			4/11/2024	CI-349879	PKST 03/24 Traffic Operations	13,475.46	
101.0000.21.542.50.41.001			4/11/2024	CI-349891	PWST Q1/24 Bridge Engineering	1,191.50	
503.0000.04.518.80.41.090			3/31/2024	CI-350046	IT Q1/24 Wide Area Network Cha	495.00	
503.0000.04.518.80.41.090			3/31/2024	CI-350046	IT Q1/24 Legal Info Network Ex	2,112.00	
503.0000.04.518.80.48.003			3/31/2024	CI-350095	IT Q1/24 Amazon Web Svc Charge	4,444.63	
503.0000.04.518.80.48.003			3/31/2024	CI-350095	IT Amazon Web Svcs 2024 Licens	57,000.00	
001.0000.15.521.10.41.125			4/23/2024	CI-350205	PD 03/24 Jail Services	10,518.72	
631.0003.02.586.10.00.010			4/25/2024	03/24 Court Remit	MC 03/24 Court Remit	568.98	
23713	4/30/2024	010429		PMAM CORPORATION.			\$3,801.90
001.0000.15.521.10.41.015			4/10/2024	202404048	PD 03/24 Alarm Monitoring	3,801.90	
23714	4/30/2024	013710		POSALSKI, JENNIFER			\$206.36
001.0000.07.558.60.43.003			4/30/2024	04/21-04/23 Mileage	CD WSAPT Conf: J. Posalski	206.36	
23715	4/30/2024	010630		PRINT NW.			\$8,363.80
001.0000.07.558.65.42.002			4/18/2024	D403681P	CD Postage For Periodic Review	8,363.80	
23716	4/30/2024	000446		PUGET SOUND CLEAN AIR AGENCY.			\$11,549.25
001.0000.15.521.32.41.001			1/20/2024	Q2/24	PD Q2/24 Clean Air Assessment	11,549.25	
23717	4/30/2024	000445		PUGET SOUND ENERGY.			\$2,594.94
101.0000.11.542.63.47.006			4/18/2024	220033539960 4/18/24	PKST 03/18-04/17 9210 Elwood D	157.17	
001.0000.11.576.81.47.005			4/19/2024	200001527551 4/19/24	PKFC 03/19-04/18 9115 Angle Ln	53.60	
101.0000.11.542.64.47.005			4/19/2024	3000000005037 4/19/24	PKST 03/31-04/17 Flashing Ligh	136.38	
001.0000.11.576.81.47.005			4/23/2024	200001527346 4/23/24	PKFC 03/21-04/22 8714 87th Ave	11.01	
001.0000.11.576.81.47.005			4/22/2024	300000010896 4/22/24	PKFC 03/19-04/18 Ft Steil Park	810.50	
001.0000.11.576.81.47.005			4/22/2024	300000010938 4/22/24	PKFC 03/19-04/18 8802 Dresden	195.12	
502.0000.17.518.35.47.011			4/18/2024	200018357661 4/18/24	PKFC 03/18-04/17 6000 Main St	1,157.06	
001.0000.11.576.81.47.005			4/23/2024	220024933081 4/23/24	PKFC 03/21-04/22 8714 87th Ave	74.10	
23718	4/30/2024	012953		R. L. ALIA COMPANY.			\$572,303.19

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
302.0142.21.595.30.63.001			3/31/2024	AG 2023-222 PP # 4	PWCP AG 2023-222 03/01-03/31		602,424.41
302.0000.00.223.40.00.000			3/31/2024	AG 2023-222 PP # 4	PWCP AG 2023-222 Retainage		-30,121.22
23719	4/30/2024	010325		REBUILDING TOGETHER SOUTH,			\$19,490.43
196.2002.99.518.63.41.001			4/15/2024	ARPA Q1/24	ARPA AG 2021-426 RTSS Q1/24		13,240.43
001.0000.11.565.10.41.020			4/12/2024	Q1/24	PKHS AG 2023-009A Q1/24 Rebuil		6,250.00
23720	4/30/2024	013553		REDWOOD TOXICOLOGY LAB INC.			\$528.00
001.0000.02.523.30.31.001			4/12/2024	822711	MC UA Supplies		198.00
001.0000.02.523.30.41.001			3/31/2024	30852920243	MC 03/24 UA's		330.00
23721	4/30/2024	013528		ROMERO. STACEY			\$150.00
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/24 Interpreter		150.00
23722	4/30/2024	013330		SAURI. MARCO A			\$2,000.00
001.9999.11.565.10.41.020			4/23/2024	44	PKHS AG 2023-170 04/16-04/30 L		2,000.00
23723	4/30/2024	009283		SEOUL COMMUNICATION 1.5.			\$150.00
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/24 Interpreter		150.00
23724	4/30/2024	012782		SOLAR ART.			\$550.50
502.0000.17.521.50.41.001			4/12/2024	1038218	PKFC Installed Ballistic Film		550.50
23725	4/30/2024	002912		SOUND ELECTRONICS.			\$1,789.90
502.0000.17.518.35.48.001			4/11/2024	516345	PKFC Annual Fire Alarm Inspect		1,789.90
23726	4/30/2024	002881		SPRAGUE PEST SOLUTIONS CO.			\$84.06
502.0000.17.518.35.41.001			4/24/2024	5414468	PKFC 04/24 Pest Control CH		84.06
23727	4/30/2024	004721		SQUAD ROOM EMBLEMS.			\$799.00
001.0000.15.521.22.31.008			4/26/2024	0298	PD Shoulder Patches		799.00
23728	4/30/2024	009493		STAPLES ADVANTAGE.			\$1,837.47
001.0000.07.558.60.31.001			4/10/2024	6001131548	CD Mouse Rest		18.39
001.0000.07.558.60.31.001			4/3/2024	6001044425	CD Organizers, Pencils, Scisso		608.48

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.31.001			4/3/2024	6001044426	PD Office Supplies		76.50
001.0000.07.558.60.31.001			4/5/2024	6001060366	CD Highlighters, Notebooks, Cl		104.45
001.0000.07.558.60.31.001			4/4/2024	6001051093	CD Planner, Batteries		93.20
001.0000.07.558.60.31.001			4/4/2024	6001051095	CD Mousepads, Whiteboard		111.30
001.0000.07.558.60.31.001			4/9/2024	6001123636	CD Riser For Desk		326.12
190.0008.52.559.31.31.001			4/9/2024	6001123637	CDBG Plugable USB 3.0 4-Port H		20.91
001.0000.15.521.10.31.001			4/9/2024	6001123638	PD Office Supplies		72.29
001.0000.02.512.50.31.001			3/15/2024	3562026727	MC Office Supplies		243.50
001.0000.02.512.50.31.001			3/21/2024	3562414881	MC Office Supplies		36.77
001.0000.15.521.10.31.001			3/27/2024	6000845115	PD Office Supplies		125.56
23729	4/30/2024	013442		STROZ FRIEDBERG, LLC.			\$250.00
001.9999.99.518.80.41.001			3/28/2024	K0301-0024256	ND 02/24 Claim # UA8113080664		250.00
23730	4/30/2024	005033		SUNBELT RENTALS.			\$1,739.20
502.0000.17.518.35.45.004			4/13/2024	141143312-0012	PKFC 03/28-04/24 Portable AC/D		1,739.20
23731	4/30/2024	006497		SYSTEMS FOR PUBLIC SAFETY.			\$25,469.60
501.0000.51.521.10.48.005			4/9/2024	46778	PDFL 04/24 Brakes		1,408.73
501.0000.51.521.10.48.005			4/9/2024	46778	PDFL 04/24 Tires		40.55
501.0000.51.521.10.48.005			4/9/2024	46778	PDFL 04/24 Other		31.20
501.0000.51.521.10.48.005			4/16/2024	46724	PDFL 03/24 Oil Change		147.41
501.0000.51.521.10.48.005			4/16/2024	46724	PDFL 03/24 Safety Inspection		558.08
501.0000.51.521.10.48.005			4/16/2024	46724	PDFL 03/24 Tires		625.86
501.0000.51.521.10.48.005			4/16/2024	46724	PDFL 03/24 Battery		49.20
501.0000.51.521.10.48.005			4/16/2024	46724	PDFL 03/24 Other		27.53
501.0000.51.521.10.48.005			4/16/2024	46814	PDFL 04/24 Wipers		76.70
501.0000.51.521.10.48.005			4/16/2024	46814	PDFL 04/24 Tires		942.04
501.0000.51.521.10.48.005			4/16/2024	46814	PDFL 04/24 Other		31.20
501.0000.51.521.10.48.005			4/16/2024	46874	PDFL 04/24 Oil Change		140.26
501.0000.51.521.10.48.005			4/16/2024	46874	PDFL 04/24 Safety Inspection		24.78
501.0000.51.521.10.48.005			4/16/2024	46874	PDFL 04/24 Other		78.18
501.0000.51.521.10.48.005			4/16/2024	46919	PDFL 04/24 Suspension		608.67

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000	51.521.10.48.005		4/16/2024	46919	PDFL 04/24 Shocks		634.99
501.0000	51.521.10.48.005		4/16/2024	46919	PDFL 04/24 Tires		790.45
501.0000	51.521.10.48.005		4/16/2024	46919	PDFL 04/24 Other		236.03
501.0000	51.521.10.48.005		4/16/2024	46923	PDFL 04/24 Oil Change		159.52
501.0000	51.521.10.48.005		4/16/2024	46923	PDFL 04/24 Safety Inspection		437.28
501.0000	51.521.10.48.005		4/16/2024	46923	PDFL 04/24 Wipers		63.90
501.0000	51.521.10.48.005		4/16/2024	46923	PDFL 04/24 Tires		922.79
501.0000	51.521.10.48.005		4/16/2024	46923	PDFL 04/24 Other		27.53
501.0000	51.521.10.48.005		4/16/2024	46927	PDFL 04/24 Other		54.92
501.0000	51.521.10.48.005		4/16/2024	46931	PDFL 04/24 Other		273.63
501.0000	51.521.10.48.005		4/16/2024	46931	PDFL 04/24 Oil Change		143.95
501.0000	51.521.10.48.005		4/16/2024	46931	PDFL 04/24 Safety Inspection		28.47
501.0000	51.521.10.48.005		4/16/2024	46931	PDFL 04/24 Battery		29.57
501.0000	51.521.10.48.005		4/16/2024	46954	PDFL 04/24 Tire Repair		62.23
501.9999	51.594.21.64.005		4/19/2024	45412	PDFL 04/24 New Build		4,934.98
501.0000	51.521.10.48.005		4/19/2024	46405	PDFL 03/24 Oil Change		164.08
501.0000	51.521.10.48.005		4/19/2024	46405	PDFL 03/24 Safety Inspection		931.68
501.0000	51.521.10.48.005		4/19/2024	46405	PDFL 03/24 Wipers		95.28
501.0000	51.521.10.48.005		4/19/2024	46405	PDFL 03/24 Brakes		789.45
501.0000	51.521.10.48.005		4/19/2024	46405	PDFL 03/24 Others		718.41
504.0000	09.518.35.48.001		4/19/2024	46595	RM Claim #02024-0008 Veh #4037		2,479.07
501.0000	51.521.10.48.005		4/19/2024	46892	PDFL 04/24 Oil Change		140.53
501.0000	51.521.10.48.005		4/19/2024	46892	PDFL 04/24 Safety Inspection		77.33
501.0000	51.521.10.48.005		4/19/2024	46892	PDFL 04/24 Tires		56.42
501.0000	51.521.10.48.005		4/19/2024	46892	PDFL 04/24 Electrical		132.39
501.0000	51.521.10.48.005		4/19/2024	46892	PDFL 04/24 Other		26.14
501.0000	51.521.10.48.005		4/19/2024	46897	PDFL 04/24 Oil Change		143.28
501.0000	51.521.10.48.005		4/19/2024	46897	PDFL 04/24 Safety Inspection		163.77
501.0000	51.521.10.48.005		4/19/2024	46897	PDFL 04/24 Wipers		93.21
501.0000	51.521.10.48.005		4/19/2024	46897	PDFL 04/24 Brakes		1,646.28
501.0000	51.521.10.48.005		4/19/2024	46900	PDFL 04/24 Oil Change		146.39
501.0000	51.521.10.48.005		4/19/2024	46900	PDFL 04/24 Safety Inspection		24.02
501.0000	51.521.10.48.005		4/19/2024	46900	PDFL 04/24 Other		25.13

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000	51.521.10.48.005		4/19/2024	46920	PDFL 04/24 Oil Change		141.91
501.0000	51.521.10.48.005		4/19/2024	46920	PDFL 04/24 Safety Inspection		26.42
501.0000	51.521.10.48.005		4/19/2024	46920	PDFL 04/24 Brakes		947.82
501.0000	51.521.10.48.005		4/19/2024	46920	PDFL 04/24 Tire Rotation		57.80
501.0000	51.521.10.48.005		4/19/2024	46920	PDFL 04/24 Other		27.53
501.0000	51.521.10.48.005		4/19/2024	46972	PDFL 04/24 Oil Change		144.98
501.0000	51.521.10.48.005		4/19/2024	46972	PDFL 04/24 Safety Inspection		365.08
501.0000	51.521.10.48.005		4/19/2024	46972	PDFL 04/24 Other		30.61
501.0000	51.521.10.48.005		4/19/2024	46976	PDFL 04/24 Oil Change		160.97
501.0000	51.521.10.48.005		4/19/2024	46976	PDFL 04/24 Safety Inspection		474.66
501.0000	51.521.10.48.005		4/19/2024	46976	PDFL 04/24 Other		31.19
501.0000	51.521.10.48.005		4/19/2024	47082	PDFL 04/24 Other		54.92
501.0000	51.521.10.48.005		4/16/2027	46857	PDFL 04/24 Strip Out		1,562.22
23732	4/30/2024	000540		TACOMA RUBBER STAMP.			\$18.39
001.0000	07.558.60.31.001		3/25/2024	I-723353-1	CD Name Plate: Rimack		18.39
23733	4/30/2024	011013		TANNE. CARL			\$195.56
001.0000	02.512.51.49.009		4/17/2024	March 2024	MC 03/24 Interpreter		195.56
23734	4/30/2024	012215		TECLEMARIAM, NILE			\$763.56
180.0000	15.521.21.43.002		4/16/2024	04/16/2024	PD 2024 WSNIA Conf: N. Teclema		763.56
23735	4/30/2024	011317		TETRA TECH INC.			\$4,356.95
401.0018	41.531.10.41.001		4/12/2024	52226858	PWSW AG 2018-164 02/24-03/29 W		4,356.95
23736	4/30/2024	002153		THE RESCUE MISSION.			\$3,750.00
001.0000	11.565.10.41.020		4/15/2024	0324	PKHS AG 2023-024A Q1/24 Emerge		3,750.00
23737	4/30/2024	012587		TOWNZEN & ASSOCIATES INC.			\$5,370.00
001.0000	07.558.50.41.001		4/8/2024	24-042	CD 03/24 On-Site Manpower Svcs		5,370.00
23738	4/30/2024	001924		TRI-TEC COMMUNICATIONS INC.			\$14,575.04
503.0000	04.518.80.42.001		2/1/2024	670199	IT 03/13/24-03/12/25 Advanced		14,575.04

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23739	4/30/2024	000153		TYLER TECHNOLOGIES INC.			\$116.71
503.0000.04.518.80.48.003	4/15/2024		020-151262	IT 05/15-06/14 Tyler Supervisi		116.71	
23740	4/30/2024	007885		ULINE, INC.			\$149.67
001.0000.07.558.60.31.001	3/13/2024		175564164	CD Reclosable Bags		149.67	
23741	4/30/2024	012365		US CAD HOLDINGS LLC.			\$1,750.00
503.0000.04.518.80.48.003	4/10/2024		INV62913	IT 04/10/24-05/20/25 Bluebeam		1,750.00	
23742	4/30/2024	002509		VERIZON WIRELESS.			\$322.46
503.0000.04.518.80.42.001	4/16/2024		9961798299	IT 03/17-04/16 Phone		322.46	
23743	4/30/2024	013655		VERMEER MOUNTAIN WEST,			\$2,689.57
501.0000.51.548.79.48.005	1/25/2024		08104786	PKFL Vehicle Maint		2,689.57	
23744	4/30/2024	010064		VILLIERS-FURZE, MICHELLE			\$787.58
001.0000.02.512.51.49.009	4/17/2024		March 2024	MC 03/24 Interpreter		787.58	
23745	4/30/2024	009107		WASHINGTON CITIES INSURANCE.			\$50.00
001.0000.11.576.80.49.003	4/18/2024		200238	PK 03/28 Effec Perf Evals Webi		50.00	
23746	4/30/2024	000593		WASHINGTON STATE TREASURER.			\$50,017.57
631.0002.07.586.10.00.040	4/22/2024		03/24 Bldg. Code	CD 03/24 State Bldg. Code		1,100.50	
631.0002.02.586.10.00.020	4/25/2024		03/24 Court Remit	MC 03/24 Court Remit		18,548.17	
631.0002.02.586.10.00.010	4/25/2024		03/24 Court Remit	MC 03/24 Court Remit		10,636.07	
631.0002.02.586.10.00.090	4/25/2024		03/24 Court Remit	MC 03/24 Court Remit		68.37	
631.0002.02.586.10.00.060	4/25/2024		03/24 Court Remit	MC 03/24 Court Remit		1,751.94	
631.0002.02.586.10.00.110	4/25/2024		03/24 Court Remit	MC 03/24 Court Remit		10.03	
631.0002.02.586.10.00.150	4/25/2024		03/24 Court Remit	MC 03/24 Court Remit		3,502.86	
631.0002.02.586.10.00.160	4/25/2024		03/24 Court Remit	MC 03/24 Court Remit		1,663.62	
631.0002.02.586.89.26.000	4/25/2024		03/24 Court Remit	MC 03/24 Court Remit		1,832.69	
631.0002.02.586.10.00.030	4/25/2024		03/24 Court Remit	MC 03/24 Court Remit		9,349.05	
631.0002.02.586.10.00.050	4/25/2024		03/24 Court Remit	MC 03/24 Court Remit		1,554.27	
23747	4/30/2024	012410		WATT BANKS, LISA			\$2,008.75

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.9999.11.565.10.41.020			4/23/2024	118	PKHS AG 2023-170 04/16-04/30 L		2,008.75
23748	4/30/2024	006166		WESTERN TOWING SERVICES.			\$88.08
001.0000.15.521.10.41.070			4/11/2024	24-41610	PD 04/06 Honda Civic		88.08
23749	4/30/2024	008553		ZONES INC.			\$92.04
503.0000.04.518.80.41.090			4/18/2024	K22625920101	IT GOV Acrobat Pro DC Ent Imo		92.04
23750	4/30/2024	001272		ZUMAR INDUSTRIES INC.			\$8,936.84
101.0000.11.542.64.31.001			4/24/2024	47254	PKST Sign		159.65
502.0000.17.518.35.31.001			4/10/2024	47117	PKFC Perf Tub, Steel Base Plat		1,862.89
101.0000.11.542.64.31.001			4/17/2024	47152	PKST Signs		6,914.30
23751	5/15/2024	012534		ABS VALUATION.			\$11,812.50
196.6022.99.518.63.41.001			5/1/2024	23-0003B	ARPA Mirjalilio-Lapertosa Prop		11,812.50
23752	5/15/2024	010017		ACTIVE CONSTRUCTION INC.			\$3,002.73
301.0032.11.594.76.63.001			5/13/2024	App #8	PK AG 2022-260 Jan-May Springb		3,002.73
23753	5/15/2024	001685		AMAYA ELECTRIC CORP.			\$1,041.20
101.0000.11.542.64.48.001			4/30/2024	9457-24	PKST AG 2023-215 Remove Pole @		1,096.00
101.0000.00.223.40.00.000			4/30/2024	9457-24	PKST AG 2023-215 Retainage Inv		-54.80
23754	5/15/2024	001693		AMERICAN REPORTING COMPANY.			\$85.89
190.4008.52.559.32.41.001			5/2/2024	3070027	CDBG MHR-204 Arnold		28.63
190.4008.52.559.32.41.001			5/2/2024	3070067	CDBG MHR-206 Gallimore		28.63
190.4008.52.559.32.41.001			5/2/2024	3071414	CDBG MHR-205 Wheelehan		28.63
23755	5/15/2024	010395		ARAMARK REFRESHMENT SERVICES.			\$259.33
001.0000.99.518.40.45.004			4/30/2024	9108195	ND 04/24 Water Filtration: PD		98.82
001.0000.99.518.40.45.004			4/30/2024	9109347	ND 04/24 Water Filtration Uni		115.60
001.0000.99.518.40.45.004			4/30/2024	9109658	ND 04/24 Water Filtration Uni		44.91
23756	5/15/2024	010220		ASIA PACIFIC CULTURAL CENTER.			\$5,625.00
001.0000.11.565.10.41.020			5/1/2024	Q1/24	PKHS AG 2023-064A Q1/24 Promis		5,625.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23757	5/15/2024	013545		ASSOCIATED EARTH SCIENCES. INC.			\$315.50
301.0031.11.594.76.41.001			5/10/2024	064071	PK AG 2023-150 Thru 04/03 Ft.		315.50
23758	5/15/2024	007445		ASSOCIATED PETROLEUM PRODUCTS.			\$20,101.35
501.0000.51.548.79.32.002			4/17/2024	24-074505	PKFL 04/03-04/16/24		215.80
501.0000.51.521.10.32.001			4/30/2024	24-084287	PD 04/30 Fuel		16,690.59
501.0000.51.548.79.32.001			4/17/2024	24-074505	PKFL 04/03-04/16/24		305.86
501.0000.51.548.79.32.001			4/17/2024	24-074505	PKFL 04/03-04/16/24		33.99
501.0000.51.548.79.32.002			4/17/2024	24-074505	PKFL 04/03-04/16/24		285.47
501.0000.51.548.79.32.002			4/17/2024	24-074505	PKFL 04/03-04/16/24		202.21
501.0000.51.548.79.32.002			4/17/2024	24-074505	PKFL 04/03-04/16/24		181.82
501.0000.51.548.79.32.002			4/17/2024	24-074505	PKFL 04/03-04/16/24		98.56
501.0000.51.548.79.32.002			4/17/2024	24-074505	PKFL 04/03-04/16/24		188.60
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		111.46
501.0000.51.548.79.32.002			4/16/2024	24-074209	PKFL 04/03-04/15/24		188.15
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		288.15
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		133.60
501.0000.51.548.79.32.002			4/16/2024	24-074209	PKFL 04/03-04/15/24		67.20
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		41.90
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		60.48
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		40.71
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		9.88
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		47.43
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		83.40
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		207.12
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		234.00
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		205.14
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		97.24
501.0000.51.548.79.32.001			4/16/2024	24-074209	PKFL 04/03-04/15/24		82.59
23759	5/15/2024	013501		AV CAPTURE ALL INC.			\$3,303.00
503.0000.04.518.80.48.003			5/1/2024	2966	IT 06/01/24-05/31/25 Judicial		3,000.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
503.0000.04.518.80.48.003			5/1/2024	2966	Sales Tax		303.00
23760	5/15/2024	013480		AVASEK LLC.			\$9,688.80
503.0050.04.518.80.41.001			5/10/2024	A3836	IT AG 2023-102A 04/24 MSP Mont		9,688.80
23761	5/15/2024	013336		BENNETT, SHANNON			\$999.15
001.0000.11.565.10.31.001			5/14/2024	05/15/24 Reimburse	PKHS Youth Empowerment Summit		999.15
23762	5/15/2024	011039		BERK CONSULTING INC.			\$12,118.75
192.0014.07.558.60.41.001			4/3/2024	10793-03-24	SSMP AG 2023-087 03/24 Militar		11,138.75
001.0000.07.558.65.41.001			5/1/2024	10827-03-24	CD AG 2023-167 03/24 Subarea P		980.00
23763	5/15/2024	012259		BEYLER CONSULTING LLC.			\$850.00
196.6022.99.518.63.41.001			3/12/2024	14577	ARPA Thru 03/02 Edgewater Park		850.00
23764	5/15/2024	009770		BRUCE DEES & ASSOCIATES.			\$458.55
301.0032.11.594.76.41.001			5/3/2024	6742	PK AG 2020-169 Springbrook Par		458.55
23765	5/15/2024	011701		BUENAVISTA SERVICES INC.			\$8,782.57
001.0000.11.576.81.41.001			5/9/2024	11643	PKFC 04/24 Janitorial Svcs: Pa		385.35
502.0000.17.518.30.41.001			4/20/2024	11617	PKFC 04/24 Janitorial Svcs: PD		4,532.44
502.0000.17.521.50.48.001			4/20/2024	11617	PKFC 04/24 Janitorial Svcs: PD		2,313.93
502.0000.17.542.65.48.001			4/20/2024	11617	PKFC 04/24 Janitorial Svcs: PD		1,100.96
001.0000.11.576.81.41.001			4/20/2024	11617	PKFC 04/24 Janitorial Svcs: PD		449.89
23766	5/15/2024	006493		CH2O INC.			\$242.22
502.0000.17.518.35.41.001			4/29/2024	346451	PKFC 04/24 Qrtly BW Labor		242.22
23767	5/15/2024	013486		CHILDREN'S THERAPY CENTER.			\$5,625.00
001.0000.11.565.10.41.020			4/29/2024	Q1/24	PKHS AG 2023-037A Q1/24 Therap		5,625.00
23768	5/15/2024	000536		CITY TREASURER CITY OF TACOMA.			\$12,871.29
101.0000.11.542.64.47.005			4/26/2024	101315810 04/26/24	PKST 02/26-04/24 7500 Steilaco		62.72
101.0000.11.542.64.47.005			4/25/2024	100463704 04/25/24	PKST 02/27-04/24 8211 Phillips		4.14
101.0000.11.542.64.47.005			4/25/2024	100463705 04/25/24	PKST 02/27-04/24 7912 Phillips		4.14

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.64.47.005			4/25/2024	100463706 04/25/24	PKST 02/27-04/24 7902 Steil Bl		4.14
101.0000.11.542.64.47.005			4/25/2024	100463728 04/25/24	PKST 02/27-04/24 10227 GLD SW		4.14
101.0000.11.542.64.47.005			4/25/2024	100463794 04/25/24	PKST 02/27-04/24 7621 Steil Bl		4.14
101.0000.11.542.64.47.005			4/25/2024	100707975 04/25/24	PKST 03/26-04/22 7403 Lkwd Dr		32.86
101.0000.11.542.63.47.006			4/25/2024	101088135 04/25/24	PKST 02/27-04/24 8104 Phillips		44.53
502.0000.17.518.35.47.005			4/29/2024	100113209 04/29/24	PKFC 03/29-04/26 6000 Main St		9,820.18
101.0000.11.542.63.47.006			4/29/2024	100218262 04/29/24	PKST 03/29-04/26 10601 Main St		102.84
101.0000.11.542.63.47.006			4/29/2024	100218270 04/29/24	PKST 03/29-04/26 10602 Main St		10.23
101.0000.11.542.64.47.005			4/29/2024	100218275 04/29/24	PKST 03/29-04/26 10511 GLD SW		64.48
101.0000.11.542.64.47.005			5/9/2024	100463729 05/09/24	PKST 03/12-05/08 8203 Custer R		4.14
101.0000.11.542.63.47.006			5/3/2024	100223530 05/03/24	PKST 04/02-04/30 9315 GLD SW		2,642.29
101.0000.11.542.64.47.005			5/3/2024	100230603 05/03/24	PKST 04/03-05/01 7429 Custer R		23.39
101.0000.11.542.63.47.006			5/3/2024	100230616 05/03/24	PKST 04/03-05/01 7400 Custer R		24.87
101.0000.11.542.64.47.005			5/2/2024	100233510 05/02/24	PKST 04/02-04/30 2310 84th St		18.06
23769	5/15/2024	005786		CLASSY CHASSIS.			\$711.50
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		12.96
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		29.60
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		12.96
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		15.39
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000.51.521.10.48.005			4/30/2024	W-1997	PDFL 04/24 Carwash		9.72

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		29.16
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		15.39
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		19.44
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		25.92
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		10.53
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		26.73
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		19.44
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		12.15
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		14.80
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		14.80
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		43.74
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		9.72
501.0000	51.521.10.48.005		4/30/2024	W-1997	PDFL 04/24 Carwash		10.91
501.0000	51.521.10.48.005		4/19/2024	6059	PDFL 04/24 Oil Change		103.55
23770	5/15/2024	000099		CLOVER PARK SCHOOL DISTRICT.			\$542.23
501.0000	51.548.79.32.001		5/3/2024	20564	PKFL 04/24 Fuel		542.23
23771	5/15/2024	000496		DAILY JOURNAL OF COMMERCE.			\$388.60

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
301.0027.11.594.76.44.001			5/8/2024	3399339	PK 05/08 American Lake Park		388.60
23772	5/15/2024	002644		DODSWORTH, MARY			\$175.00
001.0000.11.571.20.43.004			5/13/2024	05/21-05/24 Per Diem	PKRC 2024 WRPA Conf: M. Dodsw		175.00
23773	5/15/2024	013664		EDX INC.,			\$12,669.00
301.0048.11.594.76.41.001			5/1/2024	2543	PK AG 2024-019 Nisqually Partn		12,669.00
23774	5/15/2024	003950		EMERGENCY FOOD NETWORK OF,			\$500.00
001.0000.11.237.26.00.000			5/7/2024	2001648.002	PK Refund:05/04 Pavilion Depos		500.00
23775	5/15/2024	013653		ETHOS PNW.			\$4,562.50
001.9999.07.558.60.41.001			4/26/2024	24-0007	CD AG 2024-008 04/16-04/26 Int		4,562.50
23776	5/15/2024	013623		GARCIA, RUTH			\$150.00
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		150.00
23777	5/15/2024	007965		GORDON THOMAS HONEYWELL,			\$8,780.00
001.0000.03.513.10.41.001			4/30/2024	April 2024 1014	CM AG 2023-217 04/24 Gov'tl Af		5,260.00
192.0000.00.558.60.41.001			4/30/2024	April 2024 1185	SSMCP AG 2023-231 04/24 Gov'tl		3,520.00
23778	5/15/2024	011607		GRAHAM, BRYNN			\$171.00
001.0000.03.557.20.43.004			5/15/2024	05/20-05/23/24 Meals	CM NAGC Communications School:		171.00
23779	5/15/2024	012423		GUARDIAN ALLIANCE TECH INC.,			\$40.00
001.0000.15.521.40.41.001			4/30/2024	23637	PD 04/24 Social Media Screenin		40.00
23780	5/15/2024	012308		HONEY BUCKET.			\$547.55
001.0000.11.576.80.41.001			5/2/2024	0554148569	PKFC 05/02-05/29 Sani-Can: 550		443.05
502.0000.17.518.35.41.001			4/19/2024	0554122908	PKFC 04/19-05/16 Sani-Can: CH		104.50
23781	5/15/2024	004036		HORIZON AUTOMATIC RAIN CO.			\$1,285.34
001.0000.11.542.70.31.001			5/1/2024	3N170773	PKST Maint Supplies		960.27
001.0000.11.576.80.31.001			5/1/2024	3N170811	PKFC Maint Supplies		133.22
001.0000.11.542.70.31.001			5/3/2024	3N170922	PKST Maint Supplies		171.23

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.542.70.31.001			5/8/2024	3N171255	PKST Turfgro		20.62
23782	5/15/2024	011300		HORWATH LAW PLLC.			\$62,694.10
001.0000.99.512.51.41.004			5/14/2024	April 2024	ND AG 2020-203 04/24 Public De		46,125.00
001.9999.02.512.51.41.001			5/14/2024	April 2024	MC 04/24 Investigator Svcs		2,508.00
001.9999.02.512.51.41.001			5/14/2024	April 2024	MC 04/24 Social Worker Svcs		2,720.00
001.9999.02.523.30.41.001			5/14/2024	April 2024	MC Community Court		9,510.80
001.9999.02.523.30.43.002			5/14/2024	April 2024	MC WDA Training		799.30
001.9999.02.523.30.43.004			5/14/2024	April 2024	MC WDA Training		236.00
195.0021.02.512.53.43.002			5/14/2024	April 2024	MC 2024 Rise Conf: A. Horwath		795.00
23783	5/15/2024	000234		HUMANE SOCIETY FOR TACOMA & PC.			\$14,778.07
001.0000.15.554.30.41.008			5/1/2024	PS-INVI03183	PD AG 2020-261 05/01 Animal Sh		14,778.07
23784	5/15/2024	008301		IN TIME RENOVATIONS LLC.			\$17,413.42
105.0003.07.559.20.41.001			4/30/2024	1480	AB AG 2024-027 SHB-1406-007 D		21,766.77
105.0000.00.223.40.00.000			4/30/2024	1480	AB AG 2024-027 Retainage		-4,353.35
23785	5/15/2024	011106		J & J AUTOBODY REPAIR INC..			\$23,342.26
504.0000.09.518.35.48.001			4/26/2024	31872	RM Claim #2024-0018 04/24 Insu		23,342.26
23786	5/15/2024	013282		J.A. BRENNAN ASSOC. PLLC.			\$79,066.89
301.0019.11.594.76.41.001			5/8/2024	202317-07	PK AG 2023-200 Thru 04/24 Edge		40,965.38
301.0019.11.594.76.41.001			5/8/2024	202317-08	PK AG 2023-200 thru 04/24 Edge		37,575.01
301.0019.11.594.76.41.001			4/11/2024	202316-07	PK AG 2023-191 Thru 03/24 Edge		526.50
23787	5/15/2024	011985		JAMES GUERRERO ARCHITECT INC.			\$450.00
301.0055.11.594.76.41.001			4/20/2024	5570	PK Library Log Relocation		450.00
23788	5/15/2024	010885		JOHNSTON GROUP LLC.			\$6,490.06
001.0000.03.513.10.41.001			5/2/2024	1666	CM AG 2023-218 05/24 Fed. Gov.		6,490.06
23789	5/15/2024	011961		KELLEY CREATE.			\$8,426.48
503.0000.04.518.80.31.002			3/12/2024	IN1578316	IT 02/24 Copier Overage		2,655.92
503.0000.04.518.80.48.003			4/30/2024	IN1628832	IT Papercut On-Premises OCR &		1,367.50

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
503.0000.04.518.80.48.003			4/30/2024	IN1628832	IT PS Support Svcs		250.00
503.0000.04.518.80.48.003			4/30/2024	IN1628832	IT Papercut On-Prem OCR & Doc		273.75
503.0000.04.518.80.48.003			4/30/2024	IN1628832	Sales Tax		191.02
503.0000.04.518.80.31.002			4/14/2024	IN1607516	IT 31/24 Copier Overage		3,688.29
23790	5/15/2024	012073		KNOEDLER, DARRELL			\$319.00
195.0021.02.512.53.43.004			5/6/2024	05/21-05/25 Per Diem	MC Rise 24 National Drug Crt C		319.00
23791	5/15/2024	012346		LAKEWOOD BUILDING MAINT. LLC,			\$1,256.67
001.0000.11.576.80.41.001			5/1/2024	1045	PK AG 2023-126 04/24 Janitoria		1,176.93
001.0000.11.576.81.41.001			5/1/2024	1045	PK AG 2023-126 04/24 Janitoria		79.74
23792	5/15/2024	000280		LAKEWOOD CHAMBER OF COMMERCE.			\$7,433.80
104.0005.01.557.30.41.001			5/7/2024	04/24	HM AG 2024-129 04/24 Lodging T		7,433.80
23793	5/15/2024	008414		LAKEWOOD FORD.			\$1,876.94
501.0000.51.548.79.48.005			5/1/2024	LCCS521353	PKFL Trailer Inspection		219.26
501.0000.51.548.79.48.005			4/30/2024	LCCS521060	PKFL Inspection & Repairs		1,657.68
23794	5/15/2024	000288		LAKEWOOD HARDWARE & PAINT.			\$1,282.51
502.0000.17.518.35.31.001			4/26/2024	740975	PKFC Primer, Knit Cover, Rolle		142.06
001.0000.11.576.80.31.001			4/26/2024	740989	PKFC DIB Plastic Pails, 3" #'s		86.97
502.0000.17.518.35.31.001			5/2/2024	741571	PKFc Maint Supplies		432.02
502.0000.17.518.35.31.001			5/1/2024	741336	PKFC Paint Pail Liners		26.02
001.0000.11.576.81.31.001			5/3/2024	741663	PKFC Maint Supplies		450.75
101.0000.11.542.70.31.001			5/9/2024	742165	PKST Paint Brushes		63.80
101.0000.11.542.70.31.001			5/6/2024	741796	PKST Kombi Trigger		80.89
23795	5/15/2024	003008		LARSEN SIGN CO.			\$704.64
001.0000.11.571.21.44.001			5/7/2024	34233	PKRC Advertising: SummerFest &		187.17
101.0000.11.544.90.31.001			5/7/2024	34236	PKST City Logos, Reflective #'		517.47
23796	5/15/2024	010434		LEE. YOUNG			\$333.50
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		333.50

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23797	5/15/2024	012383		LEGEND DATA SYSTEMS INC.			\$418.10
001.0000.09.518.10.31.001			4/25/2024	139575	HR PVC Cards		418.10
23798	5/15/2024	002296		LEXIS NEXIS,			\$939.15
503.0000.04.518.80.41.090			4/30/2024	3095073561	IT 04/24 LexisNexis		939.15
23799	5/15/2024	009711		LEXIS NEXIS RISK DATA MGMT INC.			\$220.20
001.0000.15.521.10.41.001			4/30/2024	1226184-20240430	PD 04/24 Person Searches		220.20
23800	5/15/2024	013256		LOMELI, DAISY			\$319.00
195.0021.02.512.53.43.004			5/6/2024	05/21-05/25 Per Diem	MC Rise 24 National Drug Crt C		319.00
23801	5/15/2024	002185		LOWE'S COMPANIES INC.			\$1,786.37
502.0000.17.518.35.31.001			4/2/2024	923374	PKFC Maint Supplies		133.80
101.0000.11.542.64.31.001			4/2/2024	973634	PKST Nuts & Bolts		28.08
001.0000.11.576.81.31.001			3/27/2024	923160	PKFC Maint Supplies		235.79
502.0000.17.518.35.31.001			4/9/2024	923761	PKFC Maint Supplies		81.02
001.0000.11.576.81.31.001			4/11/2024	923249	PKFC Maint Supplies		93.07
502.0000.17.521.50.31.001			4/11/2024	923250	PKFC Maint Supplies		73.21
502.0000.17.521.50.31.001			4/12/2024	923352	PKFC Maint Supplies		31.37
502.0000.17.521.50.31.001			4/12/2024	923358	PKFC Maint Supplies		8.15
502.0000.17.518.35.31.001			4/12/2024	923386	PKFC Maint Supplies		137.02
001.0000.11.576.81.31.001			4/17/2024	923381	PKFC Maint Supplies		61.24
001.0000.11.576.81.31.001			4/17/2024	984438	PKFC Maint Supplies		328.58
001.0000.11.542.70.31.001			4/16/2024	923157	PKST Maint Supplies		41.83
101.0000.11.542.64.31.001			4/16/2024	980632	PKST Maint Supplies		533.21
23802	5/15/2024	004073		MACDONALD-MILLER FACILITY SOL,			\$5,713.64
502.0000.17.518.35.48.001			5/1/2024	PM141089	PKFC HVAC Prev Mint: CH		4,446.94
502.0000.17.521.50.48.001			5/1/2024	PM141090	PKFC HVAC Prev Maint: PD		1,266.70
23803	5/15/2024	010674		MACKAY COMMUNICATIONS INC.			\$55.08
503.0000.04.518.80.42.001			4/24/2024	SB_202403_85869	IT PD 03/24 Air-Time AQ01968		55.08

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23804	5/15/2024	013087		MANSFIELD, LISA			\$319.00
195.0021.02.512.53.43.004			5/6/2024	05/21-05/25 Per Diem	MC Rise 24 National Drug Crt C		319.00
23805	5/15/2024	000360		MCCLATCHY COMPANY LLC.			\$4,270.64
302.0076.21.595.12.44.001			4/30/2024	248435	PWCP Farwest Dr SW Safe Routes		1,905.58
001.0000.07.558.60.44.001			4/30/2024	248435	CD Notice of Public Briefing o		190.66
001.0000.07.558.60.44.001			4/30/2024	248435	CD Notice of Public Briefing o		196.18
302.0000.21.544.20.44.001			4/30/2024	248435	PWCP Permit # 570-6894 Notice		245.86
001.0000.07.558.60.44.001			4/30/2024	248435	CD Public Hearing Notice for P		759.22
001.0000.07.558.60.44.001			4/30/2024	248435	CD Public Hearing Notice for '		443.68
001.0000.06.514.30.44.001			4/30/2024	248435	LG Ord. No. 802		251.38
001.0000.07.558.60.44.001			4/30/2024	248435	CD RFP for Western State Hospi		278.08
23806	5/15/2024	009724		MILES RESOURCES LLC.			\$1,345.60
101.0000.11.542.30.31.030			4/29/2024	355812	PKST Cold Mix		147.36
101.0000.11.542.30.31.030			2/26/2024	353839	PKST Cold Mix		132.51
101.0000.11.542.30.31.030				353839	PKST OP Inv # 352074 Cold Mix		-2.00
101.0000.11.542.30.31.030			5/6/2024	356053	PKST Cold Mix		183.10
101.0000.11.542.30.31.030			4/22/2024	355605	PKFC Cold Mix, Hot Misx Asphal		884.63
23807	5/15/2024	000721		MULTICARE HEALTHWORKS,			\$487.00
001.0000.09.518.10.41.001			5/1/2024	159632	HR Exam-Fitness For Duty Level		487.00
23808	5/15/2024	013514		NEELEY CONSTRUCTION COMPANY.			\$246,037.17
301.0031.11.594.76.63.001			5/7/2024	502310-10	PK AG 2023-136 Ft. Steilacoom		246,037.17
23809	5/15/2024	000365		NORTHWEST ABATEMENT SVC INC.			\$33,015.97
301.0020.11.594.76.63.001			4/30/2024	6636-01F	PK AG 2024-042 Demo Of Wards L		17,750.00
301.0020.11.594.76.63.001			4/30/2024	6636-01F	Sales Tax		1,792.75
105.0001.07.559.20.41.001			4/30/2024	6654-01F	CDBG AG 2024-059 Abatement Of		24,682.22
105.0000.00.223.40.00.000			4/30/2024	6654-01F	CDBG AG 2024-059 Retainage		-11,209.00
23810	5/15/2024	002421		NORTHWEST PLAYGROUND EQUIP,			\$6,342.32
301.0017.11.576.80.63.001			5/13/2024	53368	PK Playchips for PAD-FSP~		1,705.25

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
301.0017.11.576.80.63.001			5/13/2024	53368	freight		1,175.00
301.0017.11.576.80.63.001			5/13/2024	53368	Sales Tax		290.91
301.0017.11.576.80.63.001			5/3/2024	53369	PK PAD 24 Playchps		1,705.25
301.0017.11.576.80.63.001			5/3/2024	53369	freight		1,175.00
301.0017.11.576.80.63.001			5/3/2024	53369	Sales Tax		290.91
23811	5/15/2024	008848		NORTHWEST TRANSLATION SVCS.			\$176.80
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		176.80
23812	5/15/2024	013678		NP LANGUAGE SERVICES. INC..			\$150.00
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		150.00
23813	5/15/2024	000378		OGDEN MURPHY WALLACE.			\$1,563.50
001.0000.06.515.30.41.001			4/25/2024	890380	LG Thru 03/31 Public Defense		1,363.50
001.0000.06.515.30.41.001			4/25/2024	890381	LG Thru 03/31 Public Defender		200.00
23814	5/15/2024	009323		OLYMPIC FOUNDRY INC.			\$2,477.25
401.0000.11.531.10.31.030			5/1/2024	IN-3645-2024	PK Cover Drain & Frames		2,477.25
23815	5/15/2024	012500		O'REILLY AUTO PARTS.			\$9.90
501.0000.51.548.79.31.006			5/6/2024	2863-302749	PKFL Spot Mirror		9.90
23816	5/15/2024	000407		PIERCE COUNTY.			\$4,734.99
001.0000.11.565.10.44.004			5/3/2024	CI-351160	PK Q1/24 2% Share of Liquor Ex		4,734.99
23817	5/15/2024	000428		PIERCE COUNTY SEWER.			\$23,973.50
502.0000.17.518.35.47.004			5/1/2024	870307 05/01/24	PKFC 04/24 6000 Main St SW		171.27
001.0000.11.576.80.47.004			5/1/2024	936570 05/01/24	PKFC 04/24 6002 Fairlawn DR SW		26.57
301.0027.11.594.76.41.001			5/13/2024	1027481 Permit	PK Sewer Permit #1027481 Amer		10,816.89
301.0027.11.594.76.63.001			5/13/2024	1035385 Permit	PK Sewer Permit # 1035385 Amer		11,660.00
001.0000.11.576.80.47.004			5/1/2024	162489 05/01/24	PKFC 04/24 9222 Veterans Dr SW		258.09
001.0000.11.576.81.47.004			5/1/2024	2020548 05/01/24	PKFC 04/24 8200 87th Ave SW Sh		72.88
001.0000.11.576.81.47.004			5/1/2024	2029430 05/01/24	PKFC 04/24 9101 Angle Ln SW		69.46
001.0000.11.576.81.47.001			5/1/2024	2067277 05/01/24	PKFC 04/24 9251 Angle LN SW		136.54

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.80.47.004			5/1/2024	2079712 05/01/24	PKFC 04/24 8928 North Thorne L		177.06
101.0000.11.543.50.47.004			5/1/2024	1552201 05/01/24	PKST 04/24 9420 Front St S		36.22
502.0000.17.521.50.47.004			5/1/2024	1360914 05/01/24	PKFC 04/24 9401 Lkwd Dr SW		414.36
001.0000.11.576.81.47.004			5/1/2024	1431285 05/01/24	PKFC 04/24 9107 Angle Ln SW Co		113.38
001.0000.11.576.80.47.004			5/1/2024	1032275 05/01/24	PKFC 04/24 8421 Pine St S		20.78
23818	5/15/2024	013196		PITNEY BOWES PRESORT SERVICES.			\$3,000.00
001.0000.99.518.40.42.002			4/25/2024	D-706615	ND Postage Deposit		3,000.00
23819	5/15/2024	007183		PRO-VAC.			\$57,409.06
401.0000.11.531.10.48.001			3/28/2024	202416	PKSW 03/28 Storm Drain Cleanin		925.48
401.0000.11.531.10.48.001			3/29/2024	176068520	PKSW AG 2018-151D 03/24 Clean		54,448.38
401.0000.11.531.10.48.001			2/22/2024	206030	PKSW 02/22 Decant Disposal 940		959.29
401.0000.11.531.10.48.001			2/6/2024	204714	PKSW 02/06 Clean & Jet CBs & L		1,075.91
23820	5/15/2024	000445		PUGET SOUND ENERGY.			\$2,140.92
001.0000.11.576.80.47.005			4/30/2024	200001526637 4/30/24	PKFC 03/29-04/29 9222 Veteran'		27.53
101.0000.11.542.63.47.006			4/30/2024	200006381095 4/30/24	PKST 03/29-04/29 7819 150th St		27.92
101.0000.11.542.63.47.006			4/30/2024	220008814687 4/30/24	PKST 03/29-04/29 7000 150th St		23.87
001.0000.11.576.80.47.005			4/30/2024	220018963391 4/30/24	PKFC 03/29-04/29 10365 112th S		77.23
101.0000.11.542.63.47.005			4/30/2024	220025290614 4/30/24	PKST 03/29-04/29 12702 Vernon		230.03
101.0000.11.542.63.47.005			4/30/2024	220025290630 4/30/24	PKST 03/29-04/29 8299 Veterans		143.75
001.0000.11.576.80.47.005			4/30/2024	220026435523 4/30/24	PKFC 03/29-04/29 8928 N Thorne		182.29
101.0000.11.542.63.47.006			4/30/2024	220028304982 4/30/24	PKST 03/29-04/29 12810 Gravell		122.10
101.0000.11.542.63.47.005			4/30/2024	220029285701 4/30/24	PKST 03/29-04/29 12319 GLD SW		149.25
101.0000.11.542.63.47.005			4/30/2024	220030615417 4/30/24	PKST 03/29-04/29 11828 Gravell		101.11
101.0000.11.542.63.47.005			4/30/2024	220031520764 4/30/24	PKST 03/29-04/29 12112 Edgewoo		88.90
101.0000.11.542.63.47.006			4/30/2024	220032386637 4/30/24	PKST 03/29-04/29 9201 WA Blvd		118.56
101.0000.11.542.63.47.006			4/30/2024	220034217525 4/30/24	PKST 03/29-04/29 8601 WA Blvd		147.68
101.0000.11.542.63.47.005			4/30/2024	220034218267 4/30/24	PKST 03/29-04/29 14630 Union A		78.81
001.0000.11.576.80.47.005			5/2/2024	300000000129 5/2/24	PKFC 03/29-04/29 11500 Militar		174.81
001.0000.11.576.80.47.005			5/2/2024	300000010268 5/2/24	PKFC 03/29-04/29 Woodlawn Ave		158.15
001.0000.11.576.81.47.005			5/2/2024	300000010938 5/2/24	PKFC 03/21-04/22 9107 Angle Ln		288.93

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23821	5/15/2024	013718		PURCELL, RYAN			\$449.05
001.0000.07.558.60.43.004			5/14/2024	03/24-03/26/24 WABO	CD WABO Conf: Purcell		78.00
001.0000.07.558.60.43.003			5/14/2024	03/24-03/26/24 WABO	CD WABO Conf: Purcell		76.12
001.0000.07.558.60.43.002			5/14/2024	03/24-03/26/24 WABO	CD WABO Conf: Purcell		294.93
23822	5/15/2024	012953		R. L. ALIA COMPANY,			\$649,834.11
302.0135.21.595.30.63.001			5/14/2024	AG 2022-080 PP # 22	PWCP AG 2022-080 02/01-03/31 J		146,032.89
302.0000.00.223.40.00.000			5/14/2024	AG 2022-080 PP # 22	PWCP AG 2022-080 Retainage		-7,301.64
302.0135.21.595.30.63.001			5/14/2024	AG 2022-080 PP # 23	PWCP AG 2022-080 04/01-04/30 J		41,002.80
302.0000.00.223.40.00.000			5/14/2024	AG 2022-080 PP # 23	PWCP AG 2022-080 Retainage		-2,050.14
302.0114.21.595.30.63.001			4/30/2024	AG 2023-135 PP # 6	PWCP AG 2023-135 02/01-04/30 1		29,083.12
302.0000.00.223.40.00.000			4/30/2024	AG 2023-135 PP # 6	PWCP AG 2023-135 Retainage		-1,454.16
302.0142.21.595.30.63.001			4/30/2024	AG 2023-222 PP # 5	PWCP AG 2023-222 04/01-04/30		467,917.09
302.0000.00.223.40.00.000			4/30/2024	AG 2023-222 PP # 5	PWCP AG 2023-222 Retainage		-23,395.85
23823	5/15/2024	012426		RANGER TREE EXPERTS INC.			\$6,275.70
101.0000.11.542.70.41.001			5/8/2024	00494-1	PKST Tree Trimming: 7619 Harmo		3,082.80
101.0000.11.542.70.41.001			5/8/2024	00513-1	PKST Tree Removal: 9520 Front		3,192.90
23824	5/15/2024	007505		REFLEX TRAFFIC SYSTEMS INC.			\$32,240.00
001.0000.15.521.71.41.080			4/30/2024	INV0075990	PD 04/24 Photo Enforcement		32,240.00
23825	5/15/2024	013729		REDING, STACEY			\$175.00
001.0000.11.571.20.43.004			5/14/2024	05/21-05/24 per Diem	PKRC WRPA Conf: S. Reding		175.00
23826	5/15/2024	013705		RESE AND ASSOCIATES.			\$625.00
001.0000.01.511.60.49.014			4/1/2024	0135	PKHS 2024 Youth Summit Support		625.00
23827	5/15/2024	000473		ROBBLEE'S TOTAL SECURITY INC.			\$756.64
101.0000.11.544.90.41.001			4/30/2024	54821	PKFc Gate Repair: 9420 Front S		756.64
23828	5/15/2024	011932		ROBERT W. DROLL.			\$10,516.75
301.0027.11.594.76.41.001			4/25/2024	22008-16	PK AG 2022-118 tHRU 04/25 Amer		10,516.75
23829	5/15/2024	013330		SAURI, MARCO A			\$2,000.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.9999.11.565.10.41.020			5/3/2024	45	PKHS AG 2023-170 05/01-05/15 L		2,000.00
23830	5/15/2024	013519		SCHUMACHER, KAREN			\$319.00
195.0021.02.512.53.43.004			5/6/2024	05/21-05/25 Per Diem	MC Rise 24 National Drug Crt C		319.00
23831	5/15/2024	013496		SOUND PACIFIC CONSTRUCTION LLC,			\$617,812.76
302.0083.21.595.30.63.001			4/30/2024	AG 2023-235 PP # 5	PWCP AG 2023-235 04/01-04/30 H		568,117.50
302.0083.21.534.30.63.001			4/30/2024	AG 2023-235 PP # 5	PWCP AG 2023-235 04/01-04/30 H		49,695.26
23832	5/15/2024	010656		SOUTH SOUND 911.			\$163,897.50
001.0000.15.521.10.41.126			5/1/2024	2705	PD 05/24 Communication Svcs		106,822.50
001.0000.15.521.10.41.126			5/1/2024	2705	PD 05/24 RMS Svcs		26,123.34
001.0000.15.521.10.41.126			5/1/2024	2705	PD 05/24 Record Svcs		21,780.83
001.0000.15.521.10.41.126			5/1/2024	2705	PD 05/24 Warrant Svcs		9,170.83
23833	5/15/2024	012013		SOUTH SOUND MOTORCYCLES.			\$95.26
501.0000.51.521.10.48.005			5/8/2024	6012757	PDFL 04/24 Brakes		95.26
23834	5/15/2024	002881		SPRAGUE PEST SOLUTIONS CO.			\$74.85
502.0000.17.542.65.48.001			5/2/2024	5444868	PKST 05/02 Gen Pest Svcs: Tran		74.85
23835	5/15/2024	009493		STAPLES ADVANTAGE.			\$436.69
001.0000.07.558.60.31.001			4/11/2024	6001138788	CD Plugable USB-C 4-Port Hub		19.26
001.0000.15.521.10.31.001			4/11/2024	6001138789	PD Office Supplies		32.86
001.0000.15.521.10.31.001			4/23/2024	6001393980	PD Office Supplies		80.32
001.0000.07.558.60.31.001			4/23/2024	6001393981	CD Dusters, Expo Markers		47.66
001.0000.07.558.60.31.001			4/13/2024	6001160327	CD Magnets		50.91
001.0000.07.558.60.31.001			4/13/2024	6001160328	CD Whiteboard, Dry Erase Kit,		129.80
001.0000.15.521.10.31.001			4/16/2024	6001233776	PD Office Supplies		75.88
23836	5/15/2024	000517		STATE AUDITOR'S OFFICE.			\$1,530.10
001.0000.04.514.20.41.001			5/9/2024	L161198	FN 04/24 Accountability Audit		1,530.10
23837	5/15/2024	011544		STOWE DEV AND STRATEGIES.			\$11,000.00
001.9999.13.558.70.41.001			5/1/2024	Lakewood TIF 007	ED AG 2023-082 03/24 & 04/24 T		11,000.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23838	5/15/2024	013442		STROZ FRIEDBERG, LLC.			\$389.84
001.9999.99.518.80.41.001			12/29/2023	K0301-0022942	ND 10/23 Claim # UA8113080664		389.84
23839	5/15/2024	002458		SUMMIT LAW GROUP.			\$8,701.00
001.0000.15.521.10.41.001			4/17/2024	153370	LG Thru 03/31 Joseph Wellman		936.00
001.0000.15.521.10.41.001			4/17/2024	153620	PD General Labor Thru 03/31		7,765.00
23840	5/15/2024	006497		SYSTEMS FOR PUBLIC SAFETY.			\$11,090.81
501.0000.51.521.10.48.005			5/1/2024	46829	PDFL 04/24 A/C		204.09
501.0000.51.521.10.48.005			5/1/2024	46829	PDFL 04/24 Belts		654.52
501.0000.51.521.10.48.005			5/1/2024	46829	PDFL 04/24 Other		31.19
501.0000.51.521.10.48.005			5/1/2024	46866	PDFL 04/24 Oil Change		141.33
501.0000.51.521.10.48.005			5/1/2024	46866	PDFL 04/24 Safety Inspection		83.28
501.0000.51.521.10.48.005			5/1/2024	46866	PDFL 04/24 Other		26.00
501.0000.51.521.10.48.005			5/1/2024	46963	PDFL 04/24 Tire Repair		60.65
501.0000.51.521.10.48.005			5/1/2024	47102	PDFL 04/24 Oil Change		136.19
501.0000.51.521.10.48.005			5/1/2024	47102	PDFL 04/24 Safety Inspection		24.75
501.0000.51.521.10.48.005			5/1/2024	47102	PDFL 04/24 Oil Change		136.19
501.0000.51.521.10.48.005			5/1/2024	47169	PDFL 04/24 Other		54.92
501.0000.51.521.10.48.005			5/10/2024	47202	PDFL 05/24 Oil Change		139.55
501.0000.51.521.10.48.005			5/10/2024	47202	PDFL 05/24 Safety Inspection		24.06
501.0000.51.521.10.48.005			5/10/2024	47202	PDFL 05/24 Tire Rotation		34.53
501.0000.51.521.10.48.005			5/7/2024	47176	PDFL 04/24 Oil Change		140.39
501.0000.51.521.10.48.005			5/7/2024	47176	PDFL 04/24 Safety Inspection		105.97
501.0000.51.521.10.48.005			5/7/2024	47176	PDFL 04/24 Wipers		62.38
501.0000.51.521.10.48.005			5/7/2024	47176	PDFL 04/24 Other		26.01
501.0000.51.521.10.48.005			5/7/2024	47177	PDFL 05/24 Oil Change		141.28
501.0000.51.521.10.48.005			5/7/2024	47177	PDFL 05/24 Safety Inspection		105.98
501.0000.51.521.10.48.005			5/7/2024	47177	PDFL 05/24 Wipers		62.39
501.0000.51.521.10.48.005			5/7/2024	47177	PDFL 05/24 Other		26.02
501.0000.51.521.10.48.005			5/7/2024	47199	PDFL 05/24 Diagnostics		54.92
501.0000.51.521.10.48.005			5/6/2024	47098	PDFL 04/24 Oil Change		140.34

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000	51.521.10.48.005		5/6/2024	47098	PDFL 04/24 Safety Inspection		697.09
501.0000	51.521.10.48.005		5/6/2024	47098	PDFL 04/24 Brakes		573.66
501.0000	51.521.10.48.005		5/6/2024	47098	PDFL 04/24 Wipers		49.37
501.0000	51.521.10.48.005		5/6/2024	47098	PDFL 04/24 Electrical		111.28
501.0000	51.521.10.48.005		5/6/2024	47098	PDFL 04/24 Tire Repair		61.70
501.0000	51.521.10.48.005		5/6/2024	47098	PDFL 04/24 Other		357.63
501.0000	51.521.10.48.005		5/6/2024	47161	PDFL 04/24 Oil Change		137.01
501.0000	51.521.10.48.005		5/6/2024	47161	PDFL 04/24 Safety Inspection		514.83
501.0000	51.521.10.48.005		5/6/2024	47161	PDFL 04/24 Wipers		65.28
501.0000	51.521.10.48.005		5/6/2024	47161	PDFL 04/24 Electrical		59.17
501.0000	51.521.10.48.005		5/6/2024	47183	PDFL 05/24 Oil Change		140.61
501.0000	51.521.10.48.005		5/6/2024	47183	PDFL 05/24 Safety Inspection		106.19
501.0000	51.521.10.48.005		5/6/2024	47183	PDFL 05/24 Wipers		49.65
501.0000	51.521.10.48.005		5/6/2024	47183	PDFL 05/24 Tire Repair		56.50
501.0000	51.521.10.48.005		4/29/2024	46780	PDFL 03/24 Oil Change		141.64
501.0000	51.521.10.48.005		4/29/2024	46780	PDFL 03/24 Safety Inspection		129.79
501.0000	51.521.10.48.005		4/29/2024	46780	PDFL 03/24 Tires		1,135.22
501.0000	51.521.10.48.005		4/29/2024	46780	PDFL 03/24 Other		28.90
501.0000	51.521.10.48.005		4/29/2024	46828	PDFL 03/24 Tire Repair		65.44
501.0000	51.521.10.48.005		4/29/2024	46828	PDFL 03/24 Other		24.16
504.0000	09.518.35.48.001		4/26/2024	46616	RM Claim # 2024-0020 03/24 Oil		115.20
504.0000	09.518.35.48.001		4/26/2024	46616	RM Claim #2024-0020 03/24 Saf		30.09
504.0000	09.518.35.48.001		4/26/2024	46616	RM Claim #2024-0020 03/24 Insu		2,900.69
501.0000	51.521.10.48.005		4/26/2024	46687	PDFL 03/24 Oil Change		145.11
501.0000	51.521.10.48.005		4/26/2024	46687	PDFL 03/24 Safety Inspection		183.47
501.0000	51.521.10.48.005		4/26/2024	46687	PDFL 03/24 Other		27.67
501.0000	51.521.10.48.005		4/26/2024	47095	PDFL 04/24 Tire Repair		267.03
501.0000	51.521.10.48.005		4/26/2024	47095	PDFL 04/24 Other		28.83
501.0000	51.521.10.48.005		4/26/2024	47096	PDFL 04/24 Safety Inspection		23.91
501.0000	51.521.10.48.005		4/26/2024	47096	PDFL 04/24 Other		25.01
501.0000	51.521.10.48.005		4/26/2024	47096	PDFL 04/24 Oil Change		139.38
501.0000	51.521.10.48.005		4/26/2024	47138	PDFL 04/24 Other		82.37

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23841	5/15/2024	013226		TACOMA NISSAN.			\$119.09
501.0000.51.521.10.48.005			4/29/2024	6152346	PDFL 04/24 Oil Change		119.09
23842	5/15/2024	000540		TACOMA RUBBER STAMP.			\$2.96
001.0000.07.558.60.31.001			5/6/2024	I-723353-1 Balance	CD Bal. Due Inv. I-723353-1 Na		2.96
23843	5/15/2024	013229		TACOMAPROBONO COMMUNITY.			\$7,113.50
196.2002.99.518.63.41.001			5/6/2024	TPB 240506	ARPA AG 2021-425 04/24 Housing		7,113.50
23844	5/15/2024	013393		TANGRAM DESIGN LLC.			\$6,640.00
301.0041.11.576.80.41.001			3/12/2024	825	PK Phase 2 Concept Design & De		6,640.00
23845	5/15/2024	011013		TANNE, CARL			\$495.56
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		495.56
23846	5/15/2024	011317		TETRA TECH INC.			\$1,215.50
401.0018.41.531.10.41.001			5/2/2024	52236917	PWSW AG 2018-164 03/30-04/26 W		1,215.50
23847	5/15/2024	009372		VENTEK INTERNATIONAL.			\$635.00
503.0000.04.518.80.48.003			5/1/2024	143459	IT 05/01/24-04/30/25 Venvue Si		495.00
503.0000.04.518.80.48.003			5/1/2024	143459	IT 05/24 CCU Server Hosting Mo		45.00
503.0000.04.518.80.48.003			5/1/2024	143459	IT 04/24 Digital Cell Carrier		45.00
503.0000.04.518.80.48.003			5/1/2024	143459	Sales Tax		50.00
23848	5/15/2024	012914		VERIZON COMMUNICATIONS INC.			\$1,846.37
503.0000.04.518.80.42.001			5/1/2024	320000053096	IT 04/24 GPS		248.71
503.0000.04.518.80.42.001			5/8/2024	Z9627613	IT Thru 05/31 Internet		1,597.66
23849	5/15/2024	002509		VERIZON WIRELESS.			\$215.93
503.0000.04.518.80.42.001			4/16/2024	9961798298	IT 03/17-04/16 Phone		215.93
23850	5/15/2024	010064		VILLIERS-FURZE, MICHELLE			\$1,200.08
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		1,200.08
23851	5/15/2024	011512		WA STATE DEPT OF CORRECTIONS.			\$991.48

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.41.001			5/3/2024	FCU2404.7751	PD 04/24 Work Crew Scvs		991.48
23852	5/15/2024	011595		WALTER E NELSON CO.			\$6,394.79
502.0000.17.518.35.31.001			5/3/2024	986136	PKFC Maint Supplies		2,400.27
001.0000.11.576.81.31.001			5/1/2024	985691	PKFC Gloves,Liners,Bath Tissue		3,994.52
23853	5/15/2024	000593		WASHINGTON STATE TREASURER.			\$1,244.00
631.0002.07.586.10.00.040			5/7/2024	04/24 Bldg. Code	CD 04/24 State Bldg. Code		1,244.00
23854	5/15/2024	012410		WATT BANKS. LISA			\$2,008.75
001.9999.11.565.10.41.020			5/3/2024	119	PKHS AG 2023-170 05/01-05/15 L		2,008.75
23855	5/15/2024	010239		WEST PIERCE FIRE & RESCUE,			\$330.00
502.0000.17.518.35.41.001			4/24/2024	04/24/24 CH	PKFC Int'l Fire Code Permit		110.00
001.0000.11.576.81.41.001			4/24/2024	04/24/24 FSP	PKFC Int'l Fire Code Permit		110.00
502.0000.17.521.50.41.001			4/24/2024	04/24/24 PD	PKFC Int'l Fire Code Permit		110.00
23856	5/15/2024	006166		WESTERN TOWING SERVICES.			\$88.08
001.0000.15.521.10.41.070			5/8/2024	24-41720	PD 05/08 Dodge Dakota		88.08
23857	5/15/2024	012987		WEX BANK.			\$3,389.67
501.0000.51.548.79.32.001			4/30/2024	96745446	04/24 PK Fuel		77.94
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		77.49
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		246.62
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		76.79
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		107.35
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		89.44
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		61.18
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		155.40
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		35.77
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		44.37
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		55.90
501.0000.51.548.79.32.001			4/30/2024	96745446	04/24 PK Fuel		182.11
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		50.30

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
180.0000.15.521.21.32.001			4/30/2024	96745446	04/24 PD Fuel		107.52
180.0000.15.521.21.32.001			4/30/2024	96745446	04/24 PD Fuel		649.26
180.0000.15.521.21.32.001			4/30/2024	96745446	04/24 PD Fuel		75.01
181.0000.15.521.30.32.001			4/30/2024	96745446	04/24 PD Fuel		142.65
181.0000.15.521.30.32.001			4/30/2024	96745446	04/24 PD Fuel		114.63
501.0000.51.548.79.32.001			4/30/2024	96745446	04/24 PK Fuel		72.48
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		300.88
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		200.42
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		67.75
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		182.73
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		93.06
501.0000.51.521.10.32.001			4/30/2024	96745446	04/24 PD Fuel		122.62
23858	5/15/2024	000620		WINNING SEASONS.			\$743.18
001.0000.11.576.81.31.008			5/6/2024	S2024109	PKFC Wool Hats		743.18
23859	5/15/2024	000607		WRIGHT, DEANA			\$319.00
195.0021.02.512.53.43.004			5/6/2024	05/21-05/25 Per Diem	MC Rise 24 National Drug Crt C		319.00
23860	5/15/2024	011031		XIOLOGIX LLC.			\$4,128.75
503.0000.04.518.80.48.003			5/1/2024	10912	IT 05/27/24-05/26/25 NVIDIA Re		4,128.75
23861	5/15/2024	011032		YMCA OF PIERCE AND KITSAP CO..			\$26,139.52
196.3107.99.518.63.41.001			4/15/2024	1 Q1/24	ARPA AG 2021-428C Q1/24 YMCAPK		25,158.52
196.3207.99.518.63.41.001			4/15/2024	1 Q1/24	ARPA AG 2021-428C Q1/24 YMCAPK		981.00
23862	5/15/2024	012228		YORK, NICOLETTE			\$175.00
001.0000.11.571.20.43.004			5/13/2024	05/21-05/24 Per Diem	PKRC 2024 WRPA Conf: N. York		175.00
23863	5/15/2024	013730		ZAYO GROUP, LLC..			\$1,538.37
503.0000.04.518.80.42.001			4/8/2024	20460478	IT 04/08-05/07 Phone		1,538.37
23864	5/15/2024	001272		ZUMAR INDUSTRIES INC.			\$563.71
101.0000.11.542.64.31.001			5/6/2024	47410	PKST Signs		563.71

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
99207	4/18/2024	000299		LAKEVIEW LIGHT & POWER CO..			\$6,505.55
101.0000.11.542.63.47.006		1/17/2024	341	PKST 2023 Yr End Joint Owned &		6,505.55	
99208	4/30/2024	013047		ADT COMMERCIAL LLC.			\$716.75
502.0000.17.518.35.48.001		4/16/2024	154628168	PKFC Locking Hdw Offline: CH		716.75	
99209	4/30/2024	011257		AHUMADA. ANITA			\$499.58
001.0000.02.512.51.49.009		4/17/2024	March 2024	MC 03/24 Interpreter		499.58	
99210	4/30/2024	013717		ARROW LUMBER.			\$2,037.69
001.9999.06.515.30.49.016		4/25/2024	CI # 2024-0005	LG AG 2024-064 CI # 2024-0005		2,037.69	
99211	4/30/2024	013698		BLUE LINE NEW SOLUTIONS LLC.			\$2,100.00
001.0000.15.521.26.31.020		4/18/2024	1079	PD Bang Box- Explosive Storage		1,950.00	
001.0000.15.521.26.31.020		4/18/2024	1079	PD Shipping for Each Bang Box.		150.00	
99212	4/30/2024	005965		BUILDERS EXCHANGE OF.			\$82.10
302.0164.21.595.12.44.001		4/8/2024	1076917	PWCP 03/26 Publish Projects On		82.10	
99213	4/30/2024	009191		CITY OF DUPONT.			\$238,809.79
631.0001.02.586.10.00.030		4/25/2024	03/24 Court Remit	MC 03/24 Court Remit		238,809.79	
99214	4/30/2024	002408		CITY OF TACOMA.			\$773.75
001.0000.15.521.32.41.001		4/8/2024	910201685	PD 03/24 Dump Fees		773.75	
99215	4/30/2024	006613		CITY OF UNIVERSITY PLACE.			\$1,038.64
631.0001.02.586.10.00.010		4/25/2024	03/24 Court Remit	MC 03/24 Court Remit		1,038.64	
99216	4/30/2024	013714		CUMMINGS. CHRISTA			\$150.00
001.0101.11.347.30.07.001		4/1/2024	2001638.002	PK Refund: 06/15 Shelter Cance		150.00	
99217	4/30/2024	001692		DEPT OF LABOR & INDUSTRIES.			\$239.20
502.0000.17.518.35.41.001		1/4/2024	370900	PKFC 11/01/23-11/19/25 Cert. F		239.20	
99218	4/30/2024	004710		EQUIFAX CREDIT NORTHWEST CORP.			\$137.32

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.41.001			4/23/2024	2060019217	PD 03/18-04/17		137.32
99219	4/30/2024	010649		GRAVE CONCERNS ASSOCIATION.			\$44.59
104.0017.01.557.30.41.001			2/27/2024	LTAC 2024-2	HM AG 2024-128 Lodging Tax Gra		44.59
99220	4/30/2024	010999		GUPTA, PREMCHAND			\$221.02
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/24 Interpreter		221.02
99221	4/30/2024	004863		I O SOLUTIONS INC.			\$72.00
001.0000.09.518.10.41.001			4/22/2024	C59692A	HR Exams/Scoring Nat'l Correct		40.00
001.0000.99.518.40.42.002			4/22/2024	C59692A	ND S/ H On Exams - FedEx Expre		32.00
99222	4/30/2024	000299		LAKEVIEW LIGHT & POWER CO.,			\$17,972.33
101.0000.11.542.63.47.006			4/18/2024	347	PKST Q1/24 Street Lights		15,322.27
101.0000.11.542.64.47.005			4/14/2024	67044-004 04/14/24	PKST 03/11-04/11 108th St SW &		73.86
101.0000.11.542.64.47.005			4/14/2024	67044-010 04/14/24	PKST 03/11-04/11 108th St SW &		70.74
101.0000.11.542.64.47.005			4/14/2024	67044-017 04/14/24	PKST 03/11-04/11 112th St SW &		58.77
101.0000.11.542.64.47.005			4/14/2024	67044-030 04/14/24	PKST 03/11-04/11 112th ST SW &		74.40
101.0000.11.542.63.47.006			4/14/2024	67044-072 04/14/24	PKST 03/11-04/11 11302 Kendric		111.53
502.0000.17.542.65.47.005			4/14/2024	67044-073 04/14/24	PKFC 03/11-04/11 11420 Kendric		362.76
101.0000.11.542.63.47.006			4/14/2024	67044-091 04/14/24	PKST 03/11-04/11 4713 111th St		56.73
101.0000.11.542.64.47.005			4/7/2024	67044-002 04/07/24	PKST 03/04-04/04 Pac Hwy & STW		78.68
101.0000.11.542.64.47.005			4/7/2024	67044-012 04/07/24	PKST 03/04-04/04 Hwy 512 & STW		109.93
101.0000.11.542.63.47.006			4/7/2024	67044-014 04/07/24	PKST 03/04-04/04 Hwy 512 & STW		91.54
101.0000.11.542.64.47.005			4/7/2024	67044-016 04/07/24	PKST 03/04-04/04 40th Ave SW		63.23
101.0000.11.542.64.47.005			4/7/2024	67044-031 04/07/24	PKST 03/04-04/04 84th St S & S		68.78
101.0000.11.542.64.47.005			4/7/2024	67044-032 04/07/24	PKST 03/04-04/04 100th ST SW &		84.93
101.0000.11.542.64.47.005			4/7/2024	67044-050 04/07/24	PKST 03/04-04/04 Lkwd Dr SW/St		78.05
101.0000.11.542.64.47.005			4/7/2024	67044-053 04/07/24	PKST 03/04-04/04 4648 Steil Bl		59.75
101.0000.11.543.50.47.005			4/7/2024	67044-074 04/07/24	PKST 03/04-04/04 9424 Front St		390.11
101.0000.11.542.64.47.005			4/7/2024	67044-078 04/07/24	PKST 03/04-04/04 100th St SW &		108.31
101.0000.11.542.64.47.005			4/7/2024	67044-079 04/07/24	PKST 03/04-04/04 96th St S & S		157.34
101.0000.11.542.64.47.005			4/7/2024	67044-080 04/07/24	PKST 03/04-04/04 8802 STW		78.41
101.0000.11.542.64.47.005			4/7/2024	67044-081 04/07/24	PKST 03/04-04/04 3601 Steil Bl		75.11

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.63.47.006			4/7/2024	67044-083 04/07/24	PKST 03/04-04/04 40th & 100th		100.82
101.0000.11.542.64.47.005			4/7/2024	67044-084 04/07/24	PKST 03/04-04/04 Steil & Lkvw		82.43
101.0000.11.542.63.47.006			4/7/2024	67044-085 04/07/24	PKST 03/04-04/04 26th & 88th S		46.18
101.0000.11.542.63.47.006			4/7/2024	67044-087 04/07/24	PKST 03/04-04/04 123rd & BPW S		72.79
101.0000.11.542.63.47.006			4/7/2024	67044-089 04/07/24	PKST 03/04-04/04 9520 Front ST		50.48
101.0000.11.542.63.47.006			4/7/2024	67044-092 04/07/24	PKST 03/04-04/04 8909 STW		44.40
99223	4/30/2024	000300		LAKEWOOD WATER DISTRICT.			\$1,280.22
001.0000.11.576.80.47.001			4/9/2024	14449.03 04/09/24	PKFC 02/02-04/01 9222 Vet Dr S		63.45
101.0000.11.542.70.47.001			4/9/2024	26698.02 04/09/24	PKST 02/15-04/01 11620 Pac Hwy		142.88
101.0000.11.542.70.47.001			4/9/2024	26755.02 04/09/24	PKST 02/15-04/01 Pac Hwy & Bri		157.19
101.0000.11.542.70.47.001			4/9/2024	26862.02 04/09/24	PKST 02/15-04/01 Pac Hwy & STW		791.18
101.0000.11.542.70.47.001			4/9/2024	27146.02 04/09/24	PKST 02/02-04/01 9420 Front St		51.84
001.0000.11.576.80.47.001			4/9/2024	38053.01 04/09/24	PK 02/02-04/01 8928 N Thorne L		73.68
99224	4/30/2024	004680		LANGUAGE LINE SERVICES.			\$5.29
001.0000.02.512.51.49.009			3/31/2024	11256799	MC 03/24 Interpreter		5.29
99225	4/30/2024	009659		LARSON AND ASSOCIATES.			\$3,458.63
302.0078.21.595.12.41.001			4/12/2024	243228	PWCP AG 2024-030 Thru 04/06 ST		3,458.63
99226	4/30/2024	013242		LIAN. SAN			\$600.00
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/24 Interpreter		600.00
99227	4/30/2024	013592		LIBERTY TOWING.			\$378.22
001.0000.15.521.10.41.070			4/10/2024	39520	PD 04/10 Dodge Durango		378.22
99228	4/30/2024	009755		NEATHERY, DAVID			\$150.00
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/24 Interpreter		150.00
99229	4/30/2024	010743		NISQUALLY INDIAN TRIBE.			\$100,219.97
001.0000.15.521.10.41.125			2/29/2024	39212	PD 02/24 Pharmacy Reimb		32.30
001.0000.15.521.10.41.125			3/31/2024	39163	PD 03/24 Jail Services		100,187.67
99230	4/30/2024	000421		PIERCE COUNTY BUDGET & FINANCE,			\$64,018.57

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320311005 2024	PK 2024 PC Assessment:2716 84t		11.37
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320311006 2024	PK 2024 PC Assessment:2716 84t		11.33
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320311008 2024	PK 2024 PC Assessment:2716 84t		10.57
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320311010 2024	PK 2024 PC Assessment:2716 84t		10.73
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320311012 2024	PK 2024 PC Assessment:2716 84t		11.07
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320311014 2024	PK 2024 PC Assessment: 2716 84		10.92
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320311029 2024	PK 2024 PC Assessment:2716 84t		11.17
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320311035 2024	PK 2024 PC Assessment:2716 84t		10.57
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320314042 2024	PK 2024 PC Assessment: 8807 25		10.56
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320314043 2024	PK 2024 PC Assessment: 8807 25		11.11
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320315005 2024	PK 2024 PC Assessment: XXX 84t		10.57
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0320315006 2024	PK 2024 PC Assessment:2511 88t		10.57
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219041000 2024	PK 2024 PC Assessment XXX 100t		13.97
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219042007 2024	PK 2024 PC Assessment Undeterm		14.43
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219042008 2024	PK 2024 PC Assessnent: Undeter		13.03
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219081033 2024	PK 2024 PC Assessment: 11203 M		10.56
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219123015 2024	PK 2024 PC Assessment: 4713 12		10.78
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219123016 2024	PK 2024 PC Assessment: 4709 12		10.56
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219123031 2024	PK 2024 PC Assessment: 12612 4		10.56
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219123032 2024	PK 2024 PC Assessment:12616 47		10.56
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219123038 2024	PK 2024 PC Assessment:12601 Ad		141.93
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219123106 2024	PK 2024 PC Assessment: 4723 12		10.76
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219123107 2024	PK 2024 PC Assessment: 12601 A		11.07
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219162008 2024	PK 2024 PC Assessment:9222 Vet		2,761.01
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219164006 2024	PK 2024 PC Assessment:8928 N T		10.57
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219164053 2024	PK 2024 PC Assessment: 8928 N		142.11
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219164080 2024	PK 2024 PC Assessment:8928 N T		11.01
001.0000.11.576.80.44.005	4/22/2024		4/22/2024	0219212131 2024	PK 2024 PC Assessment: XXX Sil		10.56
001.0000.11.576.80.44.005	4/23/2024		4/23/2024	0219042011 2024	PK 2024 PC Assessment: XXX 98t		11.33
001.0000.11.576.80.44.005	4/23/2024		4/23/2024	0219102002 2024	PK 2024 PC Assessment: 8201 Wa		12.12
001.0000.11.576.80.44.005	4/23/2024		4/23/2024	0220321023 2024	PK 2024 PC Assessment: 8200 87		29,053.40
001.0000.11.576.80.44.005	4/23/2024		4/23/2024	5130001331 2024	PK 02.24 PC Assessment: 6002 F		11.05
001.0000.11.576.80.44.005	4/23/2024		4/23/2024	5900000012 2024	PK 2024 PC Assessment: Undeter		11.82

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.80.44.005			4/23/2024	5900000013 2024	PK 2024 PC Assessment: Undeter		13.39
001.0000.11.576.80.44.005			4/23/2024	6385000181 2024	PK 2024 PC Assessment: 9222 Ve		10.95
001.0000.11.576.80.44.005			4/23/2024	6385000200 2024	PK 2024 PC Assessment: 9222 Ve		10.83
001.0000.11.576.80.44.005			4/23/2024	6785000211 2024	PK 2024 PC Assessment: 9203 Ve		10.56
001.0000.11.576.80.44.005			4/23/2024	7025000161 2024	PK 2024 PC Assessment: 10 Barl		10.57
001.0000.11.576.80.44.005			4/22/2024	3085002360 2024	PK 2024 PC Assessment: 9102 Ed		10,812.57
001.0000.11.576.80.44.005			4/22/2024	3935000350 2024	PK 2024 PC Assessment: 11528 M		11.98
001.0000.11.576.80.44.005			4/22/2024	2200000021 2024	PK 2024 PC Assessment: 8928 No		4,414.50
001.0000.11.576.80.44.005			4/22/2024	2200000023 2024	PK 2024 PC Assesment: 8928 Nor		10.57
001.0000.11.576.80.44.005			4/22/2024	2335201250 2024	PK 2024 PC Assessment: 10506 R		11.80
001.0000.11.576.80.44.005			4/22/2024	4000680320 2024	PK 2024 PC Assessment: 9701 On		10.57
001.0000.11.576.80.44.005			4/22/2024	4000680330 2024	PK 2024 PC Assessment: 9701 On		10.57
001.0000.11.576.80.44.005			4/22/2024	4000680340 2024	PK 2024 PC Assessment: 9701 On		10.57
001.0000.11.576.80.44.005			4/22/2024	4000680350 2024	PK 2024 PC Assessment: 9701 On		10.57
001.0000.11.576.80.44.005			4/22/2024	4000680361 2024	PK 2024 PC Assessment: 9701 On		10.57
502.0000.17.518.35.44.005			4/22/2024	4001880094 2024	PK 2024 PC Assessment: 6006 Ma		541.89
502.0000.17.518.35.44.005			4/22/2024	4001880100 2024	PK 2024 PC Assessment: 6000 Ma		6,424.99
502.0000.17.521.50.44.005			4/22/2024	4002220020 2024	PK 2024 PC Assessment: 9401 La		2,453.49
101.0000.21.542.70.44.005			4/29/2024	0219011105 PW 2024	PW 2024 Assessment 3710 100th		10.56
101.0000.21.542.70.44.005			4/29/2024	0219011119 PW 2024	PW 2024 PC Assessment XXX S Ta		10.57
401.0000.41.531.10.44.005			4/29/2024	0219043108 PW 2024	PW 2024 PC Assessment 112 SW C		10.57
401.0000.41.531.10.44.005			4/29/2024	0219096016 PW 2024	PW 2024 PC Assessment XXX 112		10.84
101.0000.21.542.70.44.005			4/29/2024	0219111008 PW 2024	PW 2024 PC Assessment XXX Brid		10.57
401.0000.41.531.10.44.005			4/29/2024	0219123082 PW 2024	PW 2024 PC Assessment 12502 47		10.91
311.0000.21.559.30.44.005			4/29/2024	0219226008 PW 2024	PW 2024 PC Assessment XXX Spri		11.44
401.0000.41.531.10.44.005			4/29/2024	0220351036 PW 2024	PW 2024 PC Assessment XXX Wood		13.31
401.0000.41.531.10.44.005			4/29/2024	0220351041 PW 2024	PW 2024 PC Assessment XXX 79th		10.73
401.0000.41.531.10.44.005			4/29/2024	0220352183 PW 2024	PW 2024 PC Assessment XXX 59th		10.56
401.0000.41.531.10.44.005			4/29/2024	0220355023 PW 2024	PW 2024 PC Assessment 5427 Ste		11.78
401.0000.41.531.10.44.005			4/29/2024	0220355028 PW 2024	PW 2024 PC Assessment XXX Lkwd		10.90
401.0000.41.531.10.44.005			4/29/2024	0220356007 PW 2024	PW 2024 PC Assessment XXX ~		10.56
401.0000.41.531.10.44.005			4/29/2024	0220356008 PW 2024	PW 2024 PC Assessment XXX ~		10.56
401.0000.41.531.10.44.005			4/29/2024	0220356009 PW 2024	PW 2024 PC Assessment XXX ~		10.56

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	0220356010 PW 2024	PW 2024 PC Assessment XXX ~		10.56
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	0220356011 PW 2024	PW 2024 PC Assessment XXX ~		10.56
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	0220356012 PW 2024	PW 2024 PC Assessment XXX 59th		10.56
101.0000.21.542.70.44.005	4/29/2024		4/29/2024	0320314090 PW 2024	PW 2024 PC Assessment 9420 Fro		857.18
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	0320314090 PW 2024	PW 2024 PC Assessment 9420 Fro		857.17
001.0000.13.558.70.44.005	4/29/2024		4/29/2024	2200002221 ED 2024	ED 2024 PC Assessment 14702 Un		494.78
001.0000.11.576.80.44.005	4/23/2024		4/23/2024	4145200521 2024	PK 2024 PC Assessment: XXX 112		10.78
001.0000.11.576.80.44.005	4/26/2024		4/26/2024	0320311063 2024	PK 2024 PC Assessment: 2401 84		13.12
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	3085002370 PW 2024	PW 2024 PC Assessment Undeterm		10.56
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	3980300020 PW 2024	PW 2024 PC Assessment XXX Butt		10.56
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	4000220210 PW 2024	PW 2024 PC Assessment XXX Lake		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	4002780210 PW 2024	PW 2024 PC Assessment Tracts		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	4145240060 PW 2024	PW 2024 PC Assessment XXX 112t		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	4550300080 PW 2024	PW 2024 PC Assessment XXX Mili		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	4550320290 PW 2024	PW 2024 PC Assessment XXX 107t		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	4776500200 PW 2024	PW 2024 PC Assessment XXX 25th		12.58
192.0011.07.558.60.44.005	4/29/2024		4/29/2024	5000490081 SSMP 2024	SSMP 2024 PC Assessment 2916 1		4,150.66
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	5000490190 PW 2024	PW 2024 PC Assessment XXX 107t		10.56
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	5000490200 PW 2024	PW 2024 PC Assessment XXX 107t		10.56
101.0000.21.542.70.44.005	4/29/2024		4/29/2024	5130000630 PW 2024	PW 2024 PC Assessment XXX Whit		10.57
101.0000.21.542.70.44.005	4/29/2024		4/29/2024	5130000800 PW 2024	PW 2024 PC Assessment XXX Fair		10.57
101.0000.21.542.70.44.005	4/29/2024		4/29/2024	5130000820 PW 2024	PW 2023 Prop Tax XXX Fairlawn		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	5505500170 PW 2024	PW 2024 PC Assessment XXX Mili		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	6190000030 PW 2024	PW 2024 PC Assessment Tax XXX		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	6580000013 PW 2024	PW 2024 PC Assessmentn XXX 87t		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	6721500110 PW 2024	PW 2024 PC Assessment XXX 71st		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	7107800391 PW 2024	PW 2024 PC Assessment XXX Lake		10.57
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	7765300850 PW 2024	PW 2024 PC Assessment XXX Earl		10.56
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	7765301270 PW 2024	PW 2024 PC Assessment XXX Earl		10.76
401.0000.41.531.10.44.005	4/29/2024		4/29/2024	8880900340 PW 2024	PW 2024 PC Assessment XXX 25th		10.56
99231	4/30/2024	005342		RAINIER LIGHTING & ELECTRICAL.			\$41.62
502.0000.17.542.65.31.001	4/11/2024		4/11/2024	588642-1	PKST 30 Min Spr Wound TMR: Sou		41.62

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
99232	4/30/2024	012825		READY SET TOW LLC.			\$528.48
001.0000.15.521.10.41.070			4/18/2024	163	PD 04/17 Ford Fusion Case # 24	264.24	
001.0000.15.521.10.41.070			4/18/2024	165	PD 04/17 Toyota Corolla Case #	264.24	
99233	4/30/2024	011108		REBUILDING HOPE! PIERCE COUNTY,			\$5,975.84
001.0000.11.565.10.41.020			4/15/2024	Q1/24	PKHS AG 2023-015A Q1/24 Advoca	5,975.84	
99234	4/30/2024	013251		SEMISI-TUPOU, VAIVAO			\$760.80
001.0000.02.512.51.49.009			4/17/2024	March 2024 - 2	MC 03/20 Interpreter	190.20	
001.0000.02.512.51.49.009			4/17/2024	March 2024 -1	MC 03/12 & 03/14 Interpreter	380.40	
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/01 Interpreter	190.20	
99235	4/30/2024	011507		SEUI, MICHAEL			\$164.74
001.0000.02.512.51.49.009			4/17/2024	March 2024	MC 03/24 Interpreter	164.74	
99236	4/30/2024	009925		SHOPE CONCRETE PRODUCTS CO.			\$64.68
401.0000.11.531.10.31.030			4/10/2024	10033376	PKSW Type 1 2" Riser	64.68	
99237	4/30/2024	005575		SUMNER VETERINARY HOSPITAL.			\$664.40
001.0000.15.521.10.41.001			4/6/2024	1349681	PD 04/06 Lodging For Hawk	606.32	
001.0000.15.521.10.41.001			3/28/2024	1347498	PD IDEXX Fecal Dx: Hawk	58.08	
99238	4/30/2024	009354		TK ELEVATOR.			\$4,191.60
502.0000.17.518.35.48.001			4/16/2024	6000717897	PKFC Elevator Repair: CH, Car	2,279.19	
502.0000.17.518.35.48.001			4/10/2024	5002436500	PKFC 04/03 Svc Call CH Car 2	275.05	
502.0000.17.518.35.48.001			4/30/2024	3007875712	PKFC/PKST 04/24 Elevator Svcs:	608.54	
502.0000.17.521.50.48.001			4/30/2024	3007875712	PKFC/PKST 04/24 Elevator Svcs:	304.27	
502.0000.17.542.65.48.001			4/30/2024	3007875712	PKFC/PKST 04/24 Elevator Svcs:	724.55	
99239	4/30/2024	005831		TOWN OF STEILACOOM.			\$2,792.18
631.0001.02.586.10.00.020			4/25/2024	03/24 Court Remit	MC 03/24 Court Remit	2,792.18	
99240	4/30/2024	013712		TYSON, BENJAMIN			\$100.00
001.0103.11.347.90.00.001			4/19/2024	2001643.002	PK Refund: 07/20 FM Deposit	100.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
99241	4/30/2024	000577		WABO.			\$895.00
001.0000.07.558.50.41.001			4/18/2024	46699	CD Bldg. Inspector Job Posting	55.00	
001.0000.07.558.50.49.003			2/16/2024	46167	CD WABO '24 Education Institut	840.00	
99242	4/30/2024	000595		WASHINGTON ASSOC OF SHERIFFS,			\$2,938.96
001.0000.02.523.30.41.001			2/29/2024	EM 2024-00186	MC 02/24 Home Monitoring	2,938.96	
99243	4/30/2024	013713		WISE, TANYA			\$275.00
001.0103.11.347.90.00.001			4/19/2024	2001642002	PK Refund: 07/20 Food Truck Ve	275.00	
99244	5/15/2024	000003		AABERGS TOOL & EQUIPMENT.			\$59,383.87
501.9999.51.594.48.64.005			4/26/2024	170616	PKST - 2023 Wacker RD24-100 Ro	53,838.50	
501.9999.51.594.48.64.005			4/26/2024	170616	Sales Tax	5,545.37	
99245	5/15/2024	010899		ACCESS INFORMATION MANAGEMENT,			\$6,467.74
001.0000.06.514.30.41.001			4/30/2024	10895164	LG 04/24 Record Retention & Mg	6,467.74	
99246	5/15/2024	013079		ALAN WEBB AUTO GROUP.			\$34,461.41
180.9999.51.594.21.64.005			4/9/2024	131132	PD - NEW PD Vehicle (OPS) 4152	31,645.00	
180.9999.51.594.21.64.005			4/9/2024	131132	Sales Tax	2,816.41	
99247	5/15/2024	010628		ALPINE PRODUCTS INC.			\$1,551.70
101.0000.11.542.30.35.001			4/23/2024	TM-223392	PKFC/PKST Asphalt & Paint Thin	202.59	
301.0031.11.594.76.63.001			4/23/2024	TM-223392	PKFC/PKST Asphalt & Paint Thin	1,349.11	
99248	5/15/2024	013726		ALVES. JERRY LEE			\$33.02
001.0101.11.347.30.06.001			4/19/2024	1038196.002	PK Refund: Boat Launch Fees	32.70	
001.0000.00.229.10.00.004			4/19/2024	1038196.002	PK Refund: Boat Launch Fee (ta	0.32	
99249	5/15/2024	008307		AT&T MOBILITY.			\$11,765.35
180.0000.15.521.21.42.001			4/19/2024	287293165778 04/24	IT/PD Thru 04/19 Phone	164.11	
503.0000.04.518.80.42.001			4/19/2024	287293165778 04/24	IT/PD Thru 04/19 Phone	5,705.94	
503.0000.04.518.80.42.001			4/19/2024	287296255265 04/24	IT Thru 04/19 Phone	5,883.32	
503.0000.04.518.80.42.001			4/19/2024	287304884473 04/24	IT Thru 04/19 Phone	11.98	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
99250	5/15/2024	013417		BENTLER, KALPNA			\$150.00
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter	150.00	
99251	5/15/2024	011564		CODE PUBLISHING COMPANY.			\$545.00
001.0000.06.514.30.41.001			4/29/2024	GCI0013907	LG Muni Code Web Update, New P	545.00	
99252	5/15/2024	013720		CROUCH, JO ANN			\$60.00
105.0002.07.342.40.00.000			4/23/2024	04/23/204 Refund	RH Refund: Overpayment	60.00	
99253	5/15/2024	009472		DISH NETWORK LLC.			\$179.13
503.0000.04.518.80.42.001			5/4/2024	8255 7070 8168 1616	IT 05/16-06/15 PD TV/HD Receiv	179.13	
99254	5/15/2024	013728		DURR, GLENNIS			\$36.00
105.0002.07.342.40.00.000			5/15/2024	Refund 04/24 Overpmt	AB Refund Overpayment For Exem	36.00	
99255	5/15/2024	013724		EMERGENT DEVICES INC.			\$248.46
001.0000.15.521.10.35.010			2/20/2024	9021842	PD Tax on Invoice # 97563.	248.46	
99256	5/15/2024	013532		FLEXENTIAL,			\$2,349.95
503.0000.04.518.80.48.003			5/10/2024	INV761525	IT 05/01-05/30 IP Bandwidth, T	2,349.95	
99257	5/15/2024	005398		GLOBAL SECURITY &.			\$131.95
101.0000.11.543.50.41.001			5/1/2024	4610806	PK 05/01-07/31 Fire System Mon	131.95	
99258	5/15/2024	013201		GOVOLUTION LLC.			\$68.80
503.0000.04.518.80.48.003			4/30/2024	13882	IT 04/24 Velocity Technology	68.80	
99259	5/15/2024	010649		GRAVE CONCERNS ASSOCIATION.			\$1,019.55
104.0017.01.557.30.41.001			5/6/2024	LTAC 2024-3	HM AG 2024-128 Lodging Tax Gra	1,019.55	
99260	5/15/2024	011428		GUNDERSON LAW FIRM.			\$4,440.00
001.0000.06.515.30.41.001			5/1/2024	1372	LG AG 2024-029A 04/24 Prosecut	4,440.00	
99261	5/15/2024	010999		GUPTA, PREMCHAND			\$221.02

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001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		221.02
99262	5/15/2024	011754		HEREDIA-MONTESINOS, MARIANA			\$150.00
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		150.00
99263	5/15/2024	011489		INSI INC,			\$1,827.92
503.0000.04.518.80.41.001			4/26/2024	M16175	IT Lkwd Steilacoom Blvd Fiber		1,827.92
99264	5/15/2024	013297		ITSON, MAUREESE			\$300.00
001.0000.11.571.20.41.082			4/15/2024	212	PKRC 04/15 Artist Reception Pe		300.00
99265	5/15/2024	013520		KALULUA, ALLISON			\$319.00
195.0021.02.512.53.43.004			5/6/2024	05/21-05/25 Per Diem	MC Rise 24 National Drug Crt C		319.00
99266	5/15/2024	000299		LAKEVIEW LIGHT & POWER CO.,			\$9,490.63
001.0000.11.576.80.47.005			5/15/2024	67044-034 04/21/24	PKFC 03/18-04/18 10506 Russell		41.44
101.0000.11.542.64.47.005			4/28/2024	67044-028 04/28/24	PKST 03/25-04/25 Pac Hwy SW &		71.63
401.0000.41.531.10.47.005			4/28/2024	67044-037 04/28/24	PWSW 03/25-04/25 Pac Hwy SW		44.93
101.0000.11.542.64.47.005			4/28/2024	67044-038 04/28/24	PKST 03/25-04/25 BP Way & Pac		72.16
001.0000.11.576.80.47.005			4/28/2024	67044-041 04/28/24	PKFC 03/25-04/25 4721 127th St		37.35
101.0000.11.542.64.47.005			4/28/2024	67044-043 04/28/24	PKST 03/25-04/25 BPW SW & San		152.69
101.0000.11.542.64.47.005			4/28/2024	67044-054 04/28/24	PKST 03/25-04/25 11417 Pac Hwy		71.45
101.0000.11.542.64.47.005			4/28/2024	67044-055 04/28/24	PKST 03/25-04/25 11424 Pac Hwy		68.06
101.0000.11.542.64.47.005			4/28/2024	67044-056 04/28/24	PKST 03/25-04/25 11517 Pac Hwy		73.41
401.0000.41.531.10.47.005			4/28/2024	67044-057 04/28/24	PWSW 03/25-04/25 5118 Seattle		52.96
502.0000.17.521.50.47.005			4/21/2024	117448-001 04/21/24	PKFC 03/18-04/18 Lkwd Police S		7,241.16
101.0000.11.542.64.47.005			4/21/2024	67044-001 04/21/24	PKST 03/18-04/18 100th St SW &		68.06
101.0000.11.542.64.47.005			4/21/2024	67044-003 04/21/24	PKST 03/18-04/18 Motor Ave & W		73.95
101.0000.11.542.64.47.005			4/21/2024	67044-005 04/21/24	PKST 03/18-04/18 BP Wy SW & Lk		77.26
101.0000.11.542.64.47.005			4/21/2024	67044-006 04/21/24	PKST 03/18-04/18 108th St SW &		71.80
101.0000.11.542.64.47.005			4/21/2024	67044-019 04/21/24	PKST 03/18-04/18 BPW SW & 100t		73.59
101.0000.11.542.64.47.005			4/21/2024	67044-020 04/21/24	PKST 03/18-04/18 59th Ave SW &		90.29
101.0000.11.542.64.47.005			4/21/2024	67044-022 04/21/24	PKST 03/18-04/18 GLD SW & BPW		94.93
101.0000.11.542.64.47.005			4/21/2024	67044-024 04/21/24	PKST 03/18-04/18 GLD SW & Stei		69.67

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101.0000.11.542.63.47.006			4/21/2024	67044-039 04/21/24	PKST 03/18-04/18 5700 100th St		51.99
101.0000.11.542.64.47.005			4/21/2024	67044-046 04/21/24	PKST 03/18-04/18 10013 GLD SW		192.24
101.0000.11.542.64.47.005			4/21/2024	67044-047 04/21/24	PKST 03/18-04/18 59th Ave SW &		73.95
001.0000.11.576.80.47.005			4/21/2024	67044-063 04/21/24	PKFC 03/18-04/18 6002 Fairlawn		140.28
101.0000.11.542.64.47.005			4/21/2024	67044-064 04/21/24	PKST 03/18-04/18 93rd & BPW		63.68
101.0000.11.542.64.47.005			4/21/2024	67044-082 04/21/24	PKST 03/18-04/18 GLD & Mt Tac		166.98
101.0000.11.542.63.47.006			4/21/2024	67044-086 04/21/24	PKST 03/18-04/18 6119 Motor Av		64.31
101.0000.11.542.63.47.005			4/21/2024	67044-088 04/21/24	PK 03/18-04/18 11950 47th St S		51.00
101.0000.11.542.63.47.006			4/21/2024	67044-090 04/21/24	PKST 03/18-04/18 5310 100th St		92.16
101.0000.11.542.63.47.006			4/21/2024	67044-093 04/21/24	PKST 03/18-04/18 9511 GLD SW		47.25
99267	5/15/2024	002960		LAKWOOD FIRST LIONS CLUB.			\$100.00
001.0000.15.521.10.49.001			4/24/2024	04/24/2024	PD 2024-2025 CPT Membership		100.00
99268	5/15/2024	011263		LAW OFFICES OF MATTHEW RUSNAK.			\$2,625.00
001.0000.99.512.51.41.035			5/6/2024	455	ND 04/24		2,625.00
99269	5/15/2024	005685		LEMAY MOBILE SHREDDING.			\$144.00
001.0000.99.518.40.41.001			5/1/2024	4839608S185	ND 04/24 Shredding CH 3rd Floo		144.00
99270	5/15/2024	000309		LES SCHWAB TIRE CENTER.			\$473.69
501.0000.51.548.79.48.005			4/26/2024	30500828495	PKFL Brakes		473.69
99271	5/15/2024	013242		LIAN, SAN			\$600.00
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		600.00
99272	5/15/2024	008988		MCDONOUGH & SONS INC.			\$8,643.83
401.0000.11.531.10.48.001			4/30/2024	274144	PKFC/PKSW AG 2020-075B 04/24 S		8,307.75
502.0000.17.518.35.48.001			4/30/2024	274144	PKFC/PKSW AG 2020-075B 04/24 S		336.08
99273	5/15/2024	013671		MCGUIRE, MOLLY			\$160.00
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		160.00
99274	5/15/2024	013721		MCNAUGHTON, BETH			\$36.00
105.0002.07.342.40.00.000			5/6/2024	fst-1163555	RH Refund: 04/14 Rental Housin		36.00

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99275	5/15/2024	000333		MICROFLEX INC.			\$1,601.96
001.0000.04.514.20.41.001			4/30/2024	00023052	FN 05/01/24-04/30/25 Annual On		1,601.96
99276	5/15/2024	013704		MOMENTUM PARTNERS, INC..			\$816.00
001.0000.00.233.10.00.000			1/31/2024	Ref00020825	CD 12/23 Refund: Permit #BP-17		102.00
001.0000.00.233.10.00.000			1/31/2024	Ref000220826	CD 12/23 Refund: Permit #BP-17		102.00
001.0000.00.233.10.00.000			1/31/2024	Ref000220827	CD 12/23 Refund: Permit #BP-17		204.00
001.0000.00.233.10.00.000			1/31/2024	Ref000220828	CD 12/23 Refund: Permit #BP-17		204.00
001.0000.00.233.10.00.000			1/31/2024	Ref000220830	CD 12/23 Refund: Permit #BP-17		102.00
001.0000.00.233.10.00.000			1/31/2024	Ref00220829	CD 12/23 Refund: Permit #BP-17		102.00
99277	5/15/2024	011393		NAVIA BENEFIT SOLUTIONS.			\$288.10
001.0000.09.518.10.41.001			4/29/2024	10853862	HR 04/24 Participant Fee		288.10
99278	5/15/2024	009755		NEATHERY, DAVID			\$385.76
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		385.76
99279	5/15/2024	013260		PABLO, EDGAR JEROMINO			\$150.00
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter		150.00
99280	5/15/2024	006703		PENDLETON CONSULTING LLC.			\$725.00
001.0000.03.513.10.41.001			4/30/2024	04/30/24	CM Draft Council Retreat Repor		725.00
99281	5/15/2024	006117		PETTY CASH.			\$53.86
001.0000.15.521.10.43.003			5/14/2024	04/24 JL	PD L. McNeil Mileage		12.97
195.0012.15.521.30.43.006			5/14/2024	04/24 JL	PD M. Hunt Int'l Conf On SA/DV		40.89
99282	5/15/2024	010204		PROTECT YOUTH SPORTS.			\$71.90
001.0000.09.518.10.41.001			4/30/2024	1161470	HR/PKRC 04/24 Basic Nat'l Comb		21.90
001.0000.11.571.20.41.001			4/30/2024	1161470	HR/PKRC 04/24 Basic Nat'l Comb		50.00
99283	5/15/2024	010896		PUGET SOUND TITLE - TACOMA.			\$1,040.45
105.0001.07.559.20.41.001			4/11/2024	225794	AB Litigation Guarantee Soikow		1,040.45

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99284	5/15/2024	012825		READY SET TOW LLC.			\$264.24
001.0000.15.521.10.41.070			4/25/2024	24-00190	PD 04/25 Ford Fusion	88.08	
001.0000.15.521.10.41.070			4/28/2024	24-00203	PD 04/28 16ft Trailer	176.16	
99285	5/15/2024	013251		SEMISI-TUPOU. VAIVAO			\$190.20
001.0000.02.512.51.49.009			5/2/2024	April 2024	MC 04/24 Interpreter	190.20	
99286	5/15/2024	011227		SHOW CASE MEDIA.			\$525.00
001.0000.11.571.21.44.001			5/7/2024	5446	PKRC SummerFest Ad	525.00	
99287	5/15/2024	012412		STEAGALL, LARRY			\$580.75
001.0000.03.557.20.41.001			4/28/2024	002 2024	CM 04/27 Ft. Steil. Park Field	580.75	
99288	5/15/2024	009580		T-MOBILE USA.			\$6,347.17
180.0000.15.521.21.42.001			4/21/2024	996033566 04/21/24	IT/PD 03/21-04/20 Phone	178.32	
503.0000.04.518.80.42.001			4/21/2024	996033566 04/21/24	IT/PD 03/21-04/20 Phone	5,631.60	
180.0000.15.521.21.42.001			4/21/2024	996226608 04/21/24	IT/PD 03/21-04/20 Phone	537.25	
99289	5/15/2024	013425		VISA - 0143.			\$10.99
001.0000.15.521.10.31.001			4/26/2024	0143/LaVerg 04/26/24	PD USB Port	10.99	
99290	5/15/2024	011525		VISA - 0183.			\$308.04
501.0000.51.521.10.31.006			4/26/2024	0183/Westby 04/26/24	PDFL Wiper Fluid	17.57	
001.0000.15.521.10.31.008			4/26/2024	0183/Westby 04/26/24	PD Holster	267.38	
501.0000.51.521.10.31.006			4/26/2024	0183/Westby 04/26/24	PDFL Wiper Fluid & Squeegee	23.09	
99291	5/15/2024	011755		VISA - 0349.			\$614.96
001.0000.15.521.10.31.008			3/27/2024	0349/Meeks 03/27/24	PD Captain Bars	105.70	
001.0000.15.521.10.31.001			3/27/2024	0349/Meeks 03/27/24	PD Keys	196.55	
001.0000.15.521.21.31.008			3/27/2024	0349/Meeks 03/27/24	PD Belt: Nobles	42.48	
001.0000.15.521.70.31.008				0349/Meeks	PD Refund: Grip Covers	-875.60	
001.0000.15.521.70.31.008				0349/Meeks	PD Refund: Raincoat	-162.07	
001.0000.15.521.40.49.003			4/26/2024	0349/Meeks 04/26/24	PD IAI Conf: Meeks	200.00	
001.0000.15.521.10.31.008			4/26/2024	0349/Meeks 04/26/24	PD Capt Bars For Jackets	105.70	

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001.0000.15.521.10.41.001			4/26/2024	0349/Meeks 04/26/24	PD Calibration Svcs: Resp Fit		1,002.20
99292	5/15/2024	011958		VISA - 0975.			\$693.79
190.1006.52.559.32.41.001			4/26/2024	0975/Gumm 04/26/24	CDBG EPP: A Roberts PSE Bill		204.21
001.0000.99.518.40.42.002			4/26/2024	0975/Gumm 04/26/24	ND Mail Lien Filing		1.63
190.1006.52.559.32.41.001			4/26/2024	0975/Gumm 04/26/24	CDBG EPP: D Coleman Grocery Gi		250.00
190.1006.52.559.32.41.001			4/26/2024	0975/Gumm 04/26/24	CDBG EPP: D Coleman Lakeview L		155.25
105.0002.07.559.20.41.001			4/26/2024	0975/Gumm 04/26/24	AB RHSP Monthly Fee For Credit		42.70
105.0001.07.559.20.41.001			4/26/2024	0975/Gumm 04/26/24	AB Dangerous Bldg. Abatement 8		40.00
99293	5/15/2024	013460		VISA - 1166.			\$2,014.09
503.0000.04.518.80.35.001			4/26/2024	1166/Sadri 04/26/24	IT PD Projector		145.55
503.0000.04.518.80.31.001			4/26/2024	1166/Sadri 04/26/24	IT Hard Drive For Server		75.53
503.0000.04.518.80.49.004			4/26/2024	1166/Sadri 04/26/24	IT Pandora Music For CH Lobby		31.87
503.0000.04.518.80.35.001			4/26/2024	1166/Sadri 04/26/24	IT Misc. Hardware		1,388.78
503.0000.04.518.80.49.004			4/26/2024	1166/Sadri 04/26/24	IT Monthly MailChimp		145.33
503.0000.04.518.80.49.004			4/26/2024	1166/Sadri 04/26/24	IT 04/11-05/11 Fix & Protect		29.99
503.0000.04.518.80.49.004			4/26/2024	1166/Sadri 04/26/24	IT Int'l Trx Fee On Fix & Prot		0.30
503.0000.04.518.80.49.004			4/26/2024	1166/Sadri 04/26/24	IT 04/11-05/11 ChatGPT Plus Su		22.02
503.0000.04.518.80.49.004			4/26/2024	1166/Sadri 04/26/24	IT Thru 05/13/24 DreamShield F		3.00
503.0000.04.518.80.31.002			4/26/2024	1166/Sadri 04/26/24	IT Misc. Hardware		171.72
99294	5/15/2024	011540		VISA - 1371.			\$884.75
001.0000.15.521.40.43.002			5/8/2024	1371/Gildeh 04/26/24	PD WSNIA Conf: Donovan & Gilde		884.75
99295	5/15/2024	013268		VISA - 2868.			\$146.20
190.0000.52.559.32.41.001			4/26/2024	2868/RHSP 04/26/24	AB/CDBG Headlight & Wipers		39.62
105.0002.07.559.20.41.001			4/26/2024	2868/RHSP 04/26/24	AB/CDBG Headlight & Wipers		39.62
001.0000.99.518.40.42.002			4/26/2024	2868/RHSP 04/26/24	ND Certified & 1st Class Maili		25.69
001.0000.99.518.40.42.002			4/26/2024	2868/RHSP 04/26/24	ND Certified & 1st Class Maili		31.14
001.0000.99.518.40.42.002			4/26/2024	2868/RHSP 04/26/24	ND Certified & 1st Class Maili		10.13
99296	5/15/2024	013694		VISA - 3310.			\$9,434.78
195.0021.02.512.53.49.003			4/26/2024	3310/Fin 5 04/26/24	PD Rise 24 Nat'l Drug Court Co		6,265.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.99.518.40.42.002			4/26/2024	3310/Fin 5 04/26/24	ND FedEx Inv. 8-446-60653		113.52
001.0000.01.511.60.43.002			4/26/2024	3310/Fin 5 04/26/24	CC Mtgs. w/ Federal Delegation		691.06
001.0000.01.511.60.43.005			4/26/2024	3310/Fin 5 04/26/24	CC Mtgs. w/ Federal Delegation		111.00
001.0000.00.231.90.00.005			4/26/2024	3310/Fin 5 04/26/24	Employee Bday Celebration		187.45
401.0000.41.531.10.49.005			4/26/2024	3310/Fin 5 04/26/24	PWSW NPDES Educational Give-Aw		1,491.75
101.0000.21.544.20.49.001			4/26/2024	3310/Fin 5 04/26/24	PWST/PWSW 2024 MRSC Membership		287.50
401.0000.41.531.10.49.001			4/26/2024	3310/Fin 5 04/26/24	PWST/PWSW 2024 MRSC Membership		287.50
99297	5/15/2024	012401		VISA - 3408.			\$5,353.85
195.0024.15.521.30.31.001			4/26/2024	3408/Carrol 04/26/24	PD 03/23-04/22		437.29
195.0024.15.521.30.31.001			4/26/2024	3408/Carrol 04/26/24	PD Rekor Subscription		114.22
195.0024.15.521.30.31.001			4/26/2024	3408/Carrol 04/26/24	PD 04/03 Towing Svcs: Isuzu Ro		352.32
195.0024.15.521.30.31.001			4/26/2024	3408/Carrol 04/26/24	PD 04/05 Towing Svcs: H2 Humme		377.88
195.0024.15.521.30.31.001			4/26/2024	3408/Carrol 04/26/24	PD Challenge Coins		2,558.77
195.0024.15.521.30.31.001			3/27/2024	3408/Carrol 03/27/24	PD 02/23-03/22 Internet/Cable		437.29
195.0024.15.521.30.31.001			3/27/2024	3408/Carrol 03/27/24	PD 03/14-04/13 Rekor Subscript		65.00
195.0024.15.521.30.31.001			3/27/2024	3408/Carrol 03/27/24	PD Concealed Camera Housing Un		1,011.08
99298	5/15/2024	013494		VISA - 3477.			\$481.89
001.0000.15.521.22.31.008			4/26/2024	3477/Johnso 04/26/24	PD Uniform Clothing		481.89
99299	5/15/2024	013084		VISA - 3768.			\$11.05
001.0000.15.521.80.31.001			4/26/2024	3768/Beard 04/26/24	PD Plastic Bags		11.05
99300	5/15/2024	013356		VISA - 4138.			\$606.15
301.0020.11.594.76.63.001			4/26/2024	4138/York 04/26/24	PK Sewer Permit: 0 Pine St S		430.00
001.0000.11.571.10.31.001			4/26/2024	4138/York 04/26/24	PKRC Privacy Screen		176.15
99301	5/15/2024	012656		VISA - 4197.			\$2,136.69
001.0000.09.518.10.43.002			4/26/2024	4197/Fin 6 04/26/24	PK National PELRA Conf. M. McD		1,367.04
001.0000.04.514.20.49.001			4/26/2024	4197/Fin 6 04/26/24	FN 2024 GFOA Renewal		595.00
001.0000.99.518.40.42.002			4/26/2024	4197/Fin 6 04/26/24	FN PD Mailings		58.65
401.0000.41.531.10.49.001			4/26/2024	4197/Fin 6 04/26/24	PW PE License Renewal		116.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
99302	5/15/2024	012715		VISA - 5244.			\$7,373.00
001.0000.01.511.60.31.005	4/26/2024		5244/Schuma 04/26/24	CC City Council Meeting Meal	202.22		
001.0000.03.513.10.49.005	4/26/2024		5244/Schuma 04/26/24	CM Employee Recognition Plaque	47.34		
001.0000.99.518.40.31.001	4/26/2024		5244/Schuma 04/26/24	ND City Challenge Coins	1,147.79		
001.0000.06.514.30.49.001	4/26/2024		5244/Schuma 04/26/24	LG 03/09-04/09 Online Notary (50.00		
001.0000.06.514.30.49.001	4/26/2024		5244/Schuma 04/26/24	LG 04/09-05/09 Online Notary B	19.00		
001.0000.03.513.10.43.002	4/26/2024		5244/Schuma 04/26/24	CM Mtgs. w/ Federal Delegation	299.15		
001.0000.06.515.30.49.001	4/26/2024		5244/Schuma 04/26/24	LG ICMA Membership: Wachter	200.00		
001.0000.01.573.90.43.002	4/26/2024		5244/Schuma 04/26/24	CC Deposit For Sister City Gim	5,407.50		
99303	5/15/2024	013358		VISA - 5739.			\$15.96
001.0000.03.557.20.49.004	4/26/2024		5739/Graham 04/26/24	CM Seattle Times Digital Subsc	15.96		
99304	5/15/2024	013544		VISA - 6041.			\$4,960.51
001.0000.15.521.10.31.001	4/26/2024		6041/pd1 04/26/24	PD K9 Eye Drops	65.27		
001.0000.15.521.40.49.001	4/26/2024		6041/pd1 04/26/24	PD NTOA Annual Dues: B. Marke	450.00		
001.0000.15.521.40.49.001	4/26/2024		6041/pd1 04/26/24	PD NTOA Annual Dues	450.00		
001.0000.15.521.40.49.001	4/26/2024		6041/pd1 04/26/24	PD WSTOA Annual Dues: SRT	100.00		
001.0000.15.521.10.31.001	4/26/2024		6041/pd1 04/26/24	PD Dog Food	357.67		
001.0000.15.521.10.31.001	4/26/2024		6041/pd1 04/26/24	PD Copy Paper	260.00		
501.9999.51.594.21.64.005	4/26/2024		6041/pd1 04/26/24	PD Vehicle License Fee: Veh #4	2,897.48		
001.0000.15.521.10.31.001	4/26/2024		6041/pd1 04/26/24	PD Office Supplies	380.09		
99305	5/15/2024	013367		VISA - 6364.			\$1,391.45
195.0021.02.512.53.43.001	4/26/2024		6364/Wright 04/26/24	MC Rise 24 Conf: D. Wright	411.20		
195.0021.02.512.53.43.001	4/26/2024		6364/Wright 04/26/24	MC Rise 24 Conf: D. Lomeli	291.20		
195.0021.02.512.53.43.001	4/26/2024		6364/Wright 04/26/24	MC Rise 24 Conf: D. Knoedler	456.20		
001.0000.02.512.50.41.001	4/26/2024		6364/Wright 04/26/24	MC 03/24 Shredding	77.00		
001.0000.02.512.50.43.002	4/26/2024		6364/Wright 04/26/24	MC DMCJ Spring Conf: L. Mansfi	155.85		
99306	5/15/2024	011659		VISA - 7212.			\$3,945.59
502.0000.17.521.50.31.001	4/26/2024		7212/PWOM 04/26/24	PKFC Motor For LPD Memorial Fo	423.87		
502.0000.17.518.35.31.001	4/26/2024		7212/PWOM 04/26/24	PKFC Solenoid Kits for Von Dup	336.91		
001.0000.11.542.70.31.030	4/26/2024		7212/PWOM 04/26/24	PKST Liatris Butterfly Bulb	12.38		

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.544.90.35.001			4/26/2024	7212/PWOM 04/26/24	PKST Chair for J Aguon		400.34
501.0000.51.548.79.48.005			4/26/2024	7212/PWOM 04/26/24	PKFL Bucket 6 Month Inspection		648.97
501.0000.51.548.79.48.005			4/26/2024	7212/PWOM 04/26/24	PKFL Annual Inspection on Cran		2,123.12
99307	5/15/2024	011136		VISA - 7750.			\$325.98
001.0000.99.518.40.42.002			4/26/2024	7750/Allen 04/26/24	ND PD 04/09 - 04/11 & 04/23 Sh		325.98
99308	5/15/2024	011137		VISA - 7768.			\$155.02
001.0000.15.521.40.43.006			4/26/2024	7768/Alwine 04/26/24	PD Axon Week Conf: Alwine		41.38
001.0000.15.521.40.43.005			4/26/2024	7768/Alwine 04/26/24	PD Axon Week Conf: Alwine		113.64
99309	5/15/2024	011138		VISA - 7776.			\$244.94
501.0000.51.548.79.31.006			4/26/2024	7776/Anders 04/26/24	PKFL Door Handle: Bobcat		244.94
99310	5/15/2024	011140		VISA - 7800.			\$161.57
101.0000.11.544.90.31.001			4/26/2024	7800/Cummin 04/26/24	PKST Chargers For O&M iPhones		57.20
101.0000.11.542.66.43.005			4/26/2024	7800/Cummin 04/26/24	PKST North American Snow Conf:		104.37
99311	5/15/2024	011158		VISA - 7966.			\$13,081.77
001.0000.15.521.40.43.001			4/26/2024	7966/Pitts 04/26/24	PD K9 HITS Conf: Bucat		652.20
001.0000.15.521.10.31.001			4/26/2024	7966/Pitts 04/26/24	PD Clip Light & Notebooks		30.10
195.0012.15.521.30.43.001			4/26/2024	7966/Pitts 04/26/24	PD Int'l Conf On SA/DV: Hunt		656.70
001.0000.15.521.10.31.020			4/26/2024	7966/Pitts 04/26/24	PD Range Supplies		598.43
001.0000.15.521.40.49.003			4/26/2024	7966/Pitts 04/26/24	PD Axon Week: Alwine		898.00
001.0000.15.521.22.31.008			4/26/2024	7966/Pitts 04/26/24	PD T- Shirts: Brunson		329.20
001.0000.15.521.40.49.003			4/26/2024	7966/Pitts 04/26/24	PD Sol To Prob Employees: Fitz		195.00
001.0000.15.521.40.49.003			4/26/2024	7966/Pitts 04/26/24	PD Tacticsl Leadership: Cooper		338.00
001.0000.15.521.40.43.001			4/26/2024	7966/Pitts 04/26/24	PD Misdemeanant Prob Assoc: Te		806.20
001.0000.15.521.10.31.008			4/26/2024	7966/Pitts 04/26/24	PD Masks		52.64
001.0000.15.521.40.49.003			4/26/2024	7966/Pitts 04/26/24	PD Crisis Interv & Negotiation		129.10
001.0000.15.521.10.35.004			4/26/2024	7966/Pitts 04/26/24	PD Office Chair		250.77
001.0000.15.521.40.49.003			4/26/2024	7966/Pitts 04/26/24	PD WSLEFIA Conf: Danley		230.00
001.0000.15.521.70.11.070			4/26/2024	7966/Pitts 04/26/24	PD NAMOA Conf Lodging: Northcu		3,102.64
001.0000.15.521.70.11.070			4/26/2024	7966/Pitts 04/26/24	PD NAMOA Conf Reg: Northcutt,		820.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.35.004			4/26/2024	7966/Pitts 04/26/24	PD Office Chair		182.75
001.0000.15.521.10.31.001			4/26/2024	7966/Pitts 04/26/24	PD Magnetic Hooks		24.84
001.0000.15.521.40.43.002			4/26/2024	7966/Pitts 04/26/24	PD Basic Marine Law Enf (Boati		756.70
001.0000.15.521.10.31.001			4/26/2024	7966/Pitts 04/26/24	PD Displays		1,602.50
195.0012.15.521.30.49.003			4/26/2024	7966/Pitts 04/26/24	PD Crimes Against Women: Merri		675.00
001.0000.15.521.40.49.003			4/26/2024	7966/Pitts 04/26/24	PD Crimes Against Women Confer		895.00
001.0000.15.521.10.31.008				7966/Pitts 04/26/24	PD Refund - Clothing		-144.00
99312	5/15/2024	012291		VISA - 7970.			\$1,205.45
001.0000.03.513.10.43.005			4/26/2024	7970/Caulfi 04/26/24	CM Mtg. w/ Puyallup City Manag		2.00
001.0000.03.513.10.43.001			4/26/2024	7970/Caulfi 04/26/24	CM Mtgs. w/ Federal Delegation		70.00
001.0000.01.511.60.43.002			4/26/2024	7970/Caulfi 04/26/24	CC Mtgs. w/ Federal Delegation		500.15
001.0000.01.511.60.43.001			4/26/2024	7970/Caulfi 04/26/24	CC Mtgs. w/ Federal Delegation		35.00
001.0000.01.511.60.43.002			4/26/2024	7970/Caulfi 04/26/24	CC Mtgs. w/ Federal Delegation		598.30
99313	5/15/2024	011162		VISA - 8006.			\$1,520.69
001.0000.15.521.40.43.001			4/26/2024	8006/Unfred 04/26/24	PD AHIMTA Conf: Unfred		354.20
001.0000.15.521.40.43.002			4/26/2024	8006/Unfred 04/26/24	PD AHIMTA Conf: Unfred		458.55
001.0000.15.521.40.43.006			4/26/2024	8006/Unfred 04/26/24	PD AHIMTA Conf: Unfred		527.01
001.0000.15.521.40.43.005			4/26/2024	8006/Unfred 04/26/24	PD AHIMTA Conf: Unfred		180.93
99314	5/15/2024	011167		VISA - 8055.			\$1,182.01
302.0135.21.595.30.63.001			4/26/2024	8055/Fin 3 04/26/24	PWCP Backflow Prevention Permi		65.00
001.0000.07.558.50.49.003			4/26/2024	8055/Fin 3 04/26/24	CD Certified Permit Tech Exam:		305.00
001.0000.03.557.20.43.002			4/26/2024	8055/Fin 3 04/26/24	CM Gov't Social Media Conf: Gi		812.01
99315	5/15/2024	011177		VISA - 8550.			\$125.13
001.0000.13.558.70.49.004			4/26/2024	8550/Newton 04/26/24	ED 03/29-04/29 Dropbox		13.22
001.0000.13.558.70.42.002			4/26/2024	8550/Newton 04/26/24	CD Mail Business Revocation No		10.16
001.0000.13.558.70.42.002			4/26/2024	8550/Newton 04/26/24	CD Mail TIF Ordinance To Juris		101.75
99316	5/15/2024	012925		VISA - 9311.			\$648.38
001.0000.07.558.50.49.003			4/26/2024	9311/Fin 4 04/26/24	CD Certified Permit Tech Exam:		200.00
401.0000.41.531.10.43.005			4/26/2024	9311/Fin 4 04/26/24	PWSW APWA Spring Conf: Ott		59.14

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
401.0000.41.531.10.43.002			4/26/2024	9311/Fin 4 04/26/24	PWSW APWA Spring Conf: Ott		389.24
99317	5/15/2024	011707		VISA - 9465.			\$875.48
001.0000.01.511.60.49.014			4/26/2024	9465/Fairfi 04/26/24	CM Youth Summit Deposit		100.00
001.9999.11.565.10.41.020			4/26/2024	9465/Fairfi 04/26/24	PKHS Lkwd Choice Cirriculum		177.49
001.9999.11.565.10.41.020			4/26/2024	9465/Fairfi 04/26/24	PKHS 04/13 Lkwd Choice Meeting		121.39
001.9999.11.565.10.41.020			4/26/2024	9465/Fairfi 04/26/24	PKHS Zoom For Lkwd Choice		176.05
001.0000.11.571.20.49.001			4/26/2024	9465/Fairfi 04/26/24	PKRC 04/24 CANVA Subscription		12.99
001.0000.11.571.10.31.001			4/26/2024	9465/Fairfi 04/26/24	PKRC Supplies: Parks Apprec Da		287.56
99318	5/15/2024	013703		WHITE. KELLY			\$180.00
001.0000.11.571.20.41.001			5/6/2024	012.2024	PKFC 04/13 & 04/20 Sound Heali		180.00

of Checks Issued 329

Total	\$ 4,226,210.94
Void #23577	127.00
Void #23603	1,293.00
Void #99007	627.25
Void #98869	816.00
Total:	\$ 4,223,347.69



City of Lakewood

To: Mayor and City Councilmembers

From: Tho Kraus, Deputy City Manager

Through: John J. Caulfield, City Manager

Date: June 03, 2024

Subject: Payroll Check Approval

Payroll Period(s): April 16-30, 2024, and May 1-15, 2024

Total Amount: \$3,087,854.71

Checks Issued:

Check Numbers: 114599-114606

Total Amount of Checks Issued: \$32,160.35

Electronic Funds Transfer:

Total Amount of EFT Payments: \$742,966.96

Direct Deposit:

Total Amount of Direct Deposit Payments: \$2,020,418.66

Federal Tax Deposit:

Total Amount of Deposit: \$292,308.74

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 04-16-2024 thru 05-15-2024

Direct Deposit and ACH in the amount of: \$ 3,055,694.36
Payroll Ck#'s 114599 - 114606 in the amount of: \$ 32,160.35
Total Payroll Distribution: \$ 3,087,854.71

Employee Pay Total by Fund:

<u>Fund 001 - General</u>	<u>Amount</u>
City Council	\$ 11,720.00
Municipal Court	\$ 69,111.89
City Manager	\$ 44,937.32
Administrative Services	\$ 73,764.00
Legal and Human Resources	\$ 104,817.66
Community and Economic Development	\$ 133,783.60
Parks, Recreation and Community Services	\$ 128,320.47
Police	\$ 1,362,267.74
Non-Departmental	\$ -
General Fund Total	\$ 1,928,722.68

Fund 101 - Street	\$ 58,850.36
Fund 105 - Property Abatement/Rental Housing Safety Program	\$ 15,292.72
Fund 180 - Narcotics Seizure	\$ 2,719.53
Fund 190 - CDBG Grants	\$ 16,218.10
Fund 192 - SSMCP	\$ 17,913.00
Fund 195 - Public Safety Grants	\$ 16,460.83
Fund 196 - ARPA Grant	\$ 18,724.02
Fund 301 - Parks CIP	\$ 16,931.50
Fund 302 - Transportation CIP	\$ 91,285.70
Fund 311 - Sewer Capital Project	\$ 4,275.19
Fund 401 - Surface Water Management	\$ 61,063.45
Fund 502 - Property Management	\$ 15,310.96
Fund 503 - Information Technology	\$ 48,295.00
Other Funds Total	\$ 383,340.36

Employee Gross Pay Total:	\$ 2,312,063.04
Benefits and Deductions:	\$ 775,791.67
Grand Total:	\$ 3,087,854.71

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: June 3, 2024	TITLE: Motion authorizing award of a construction contract to Sierra Santa Fe Corporation. in the amount of \$272,777.00 plus a five percent contingency for the 2024 Chip Seal Program.	TYPE OF ACTION: — ORDINANCE — RESOLUTION X MOTION #2024-36 = OTHER
REVIEW: June 3, 2024	ATTACHMENTS: Bid Tabulations Vicinity Map	

SUBMITTED BY: Weston Ott, P.E., Interim Public Works Engineering Director/ City Engineer


RECOMMENDATION: It is recommended that the City Council authorize award of a construction contract to Sierra Santa Fe Corporation in the amount of \$272,777.00 plus a five percent contingency (\$13,638.85) for the construction of the 2024 Chip Seal Program, City Project 302.0005(2024).

DISCUSSION: This project proposes to chip and fog seal approximately 2.83 miles of roadway in the neighborhood between Lake Steilacoom and Gravelly Lake Drive (See Vicinity Map – Attached). Some areas will receive a “chip patch” – which places an additional layer of chips to remedy areas where the pavement is worn. All existing pavement markings will be replaced and updated to current standards. Stop bars will be added at all stop sign locations.

The City received competitive bids from three contractors, bid tabulations for the project are attached.

ALTERNATIVE(S): There is no practical alternative except to reject all bids and re-bid the project. It is unlikely that a re-bid would decrease bids due to the limited number of contractors conducting this type of work in Washington State.

FISCAL IMPACT: This project is funded entirely through the City’s 2023/2024 budget, through the Annual Chip Seal project 302.0005. The request is within the budgeted amount.

Troy Pokswinski, P.E. Prepared by	 City Manager Review
Weston Ott, P.E. Interim Department Director	

2024 Chip Seal Program (#9112313)

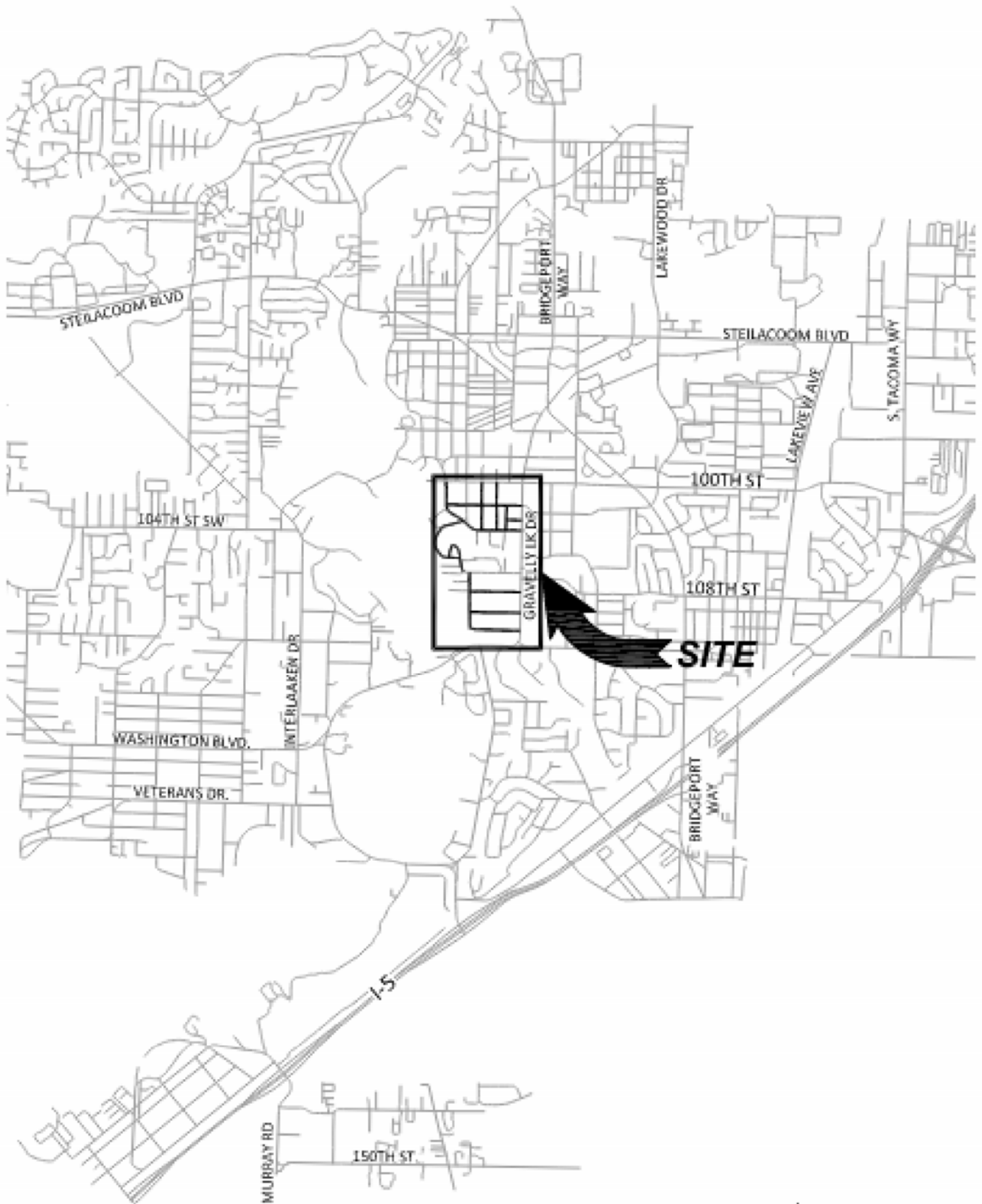
City Project Number: 302.0005

Owner: City of Lakewood, WA

Solicitor: City of Lakewood, WA

Bid Opened on: 05/14/2024 02:00 PM PDT

Section Title	Line Item	Item Description	UofM	Quantity	Engineer Estimate		Sierra Santa Fe Corporation		Doolittle Construction		One Way Trigger, LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid												
	1	Mobilization	LS	1	\$30,000.00	\$30,000.00	\$29,769.00	\$29,769.00	\$18,000.00	\$18,000.00	\$40,000.00	\$40,000.00
	2	Minor Change	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	3	SPCC Plan	LS	1	\$1,000.00	\$1,000.00	\$550.00	\$550.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
	4	Project Temporary Traffic Control	LS	1	\$30,000.00	\$30,000.00	\$39,500.65	\$39,500.65	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00
	5	Asphalt Emulsion CSS-1H Fog Seal	Ton	12	\$1,100.00	\$13,200.00	\$710.00	\$8,520.00	\$1,500.00	\$18,000.00	\$1,300.00	\$15,600.00
	6	Asphalt Emulsion PMCRS-2H Chip Seal	Ton	65	\$1,260.00	\$81,900.00	\$761.00	\$49,465.00	\$950.00	\$61,750.00	\$1,050.00	\$68,250.00
	7	Furnishing and Placing Crushed Screening 3/8" to no. 10	Sq Yd	38150	\$2.25	\$85,837.50	\$2.25	\$85,837.50	\$2.50	\$95,375.00	\$3.15	\$120,172.50
	8	PMCRS-2H Emulsion Cost Price Adjustment	Est.	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
	9	Rubberized Asphalt for Crack Sealing	LB	4000	\$7.85	\$31,400.00	\$4.50	\$18,000.00	\$5.00	\$20,000.00	\$4.60	\$18,400.00
	10	Raised Pavement Marker Type 2	Hund	0.35	\$1,000.00	\$350.00	\$3,700.00	\$1,295.00	\$4,000.00	\$1,400.00	\$4,000.00	\$1,400.00
	11	Removing Paint Line and/or Raised Pavement Markers	Ln Ft	5187	\$3.15	\$16,339.05	\$1.35	\$7,002.45	\$1.40	\$7,261.80	\$1.40	\$7,261.80
	12	Removing Plastic Line	Ln Ft	34	\$3.15	\$107.10	\$10.55	\$358.70	\$12.00	\$408.00	\$11.00	\$374.00
	13	Removing Plastic Stop Line	Ln Ft	57	\$3.15	\$179.55	\$15.80	\$900.60	\$18.00	\$1,026.00	\$16.50	\$940.50
	14	Removing Plastic Traffic Marking	Ea	25	\$160.00	\$4,000.00	\$131.60	\$3,290.00	\$140.00	\$3,500.00	\$140.00	\$3,500.00
	15	Removing Plastic Yield Line Symbol	Ea	14	\$25.00	\$350.00	\$53.00	\$742.00	\$55.00	\$770.00	\$55.00	\$770.00
	16	Paint Line	Ln Ft	5070	\$2.25	\$11,407.50	\$1.44	\$7,300.80	\$1.45	\$7,351.50	\$1.50	\$7,605.00
	17	Painted Wide Line	Ln Ft	151	\$3.25	\$490.75	\$5.30	\$800.30	\$5.50	\$830.50	\$5.50	\$830.50
	18	Plastic Yield Line Symbol	Ea	14	\$125.00	\$1,750.00	\$158.00	\$2,212.00	\$160.00	\$2,240.00	\$165.00	\$2,310.00
	19	Plastic Stop Line	Ln Ft	57	\$25.00	\$1,425.00	\$69.00	\$3,933.00	\$72.00	\$4,104.00	\$70.00	\$3,990.00
	20	Plastic Traffic Arrow	Ea	5	\$785.00	\$3,925.00	\$280.00	\$1,400.00	\$285.00	\$1,425.00	\$300.00	\$1,500.00
	21	Plastic Traffic Letter	Ea	20	\$420.00	\$8,400.00	\$145.00	\$2,900.00	\$140.00	\$2,800.00	\$150.00	\$3,000.00
Base Bid Total:						\$331,061.45		\$272,777.00		\$276,241.80		\$349,904.30



VICINITY MAP

SCALE: 1" = 2,500'



REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: June 3, 2024	TITLE: Motion to release ARPA funds as follows: \$1,000,000 to LASA per Motion 2023-15; \$250,000 to Emergency Food Network per Motion 2022-101; and to approve the re-obligation of \$25,000 of ARPA funds to conduct a locally-initiated amendment of the Lakewood Shoreline Master Program in 2024.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2024-37 — OTHER
REVIEW: June 3, 2024	ATTACHMENTS: Letter from LASA (Attachment A); draft contract for services with FACET NW, Inc. (Attachment B)	

SUBMITTED BY: Tiffany Speir, Long Range & Strategic Planning Manager and ARPA Program Manager

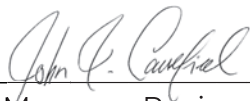
RECOMMENDATION: It is recommended that the City Council approve Motion 2024-37 in accordance with Ordinance 759 and subsequent ARPA funding City Council actions to obligate ARPA funds as follows:

- Release \$1 million in funding to Living Access Support Alliance (LASA) for construction of Gravelly Lake Commons Phase 3 per Motion 2023-15;
- Distribute the \$250,000 identified in City Council Motion 2022-101 to the Emergency Food Network (EFN) for the completion of its new food storage warehouse; and
- Reallocate \$25,000 from funds reserved for ARPA program administration to
 - o fund a contract with FACET NW, Inc. to review the City’s 2019 SMP strictly for consistency with the required 2024 amendments to the City’s Critical Areas Ordinance (LMC Title 14); and
 - o fund the public outreach for a locally-initiated amendment to the Lakewood Shoreline Master Program (SMP).

DISCUSSION: On the following page.

ALTERNATIVE(S): The City Council could choose to amend this motion or choose not to approve this motion.

FISCAL IMPACT: The net cost to the City’s general fund is zero; ARPA funds would be used for all proposed actions.

Prepared by:	
Tiffany Speir, Long Range & Strategic Planning Manager, ARPA Program Manager	 City Manager Review

DISCUSSION:

All of Lakewood’s ARPA funds must be obligated by December 31, 2024; any that are not must be returned to the US Department of the Treasury. In 2023, the City Council adopted Motion 2023-55 that obligated \$724,721 plus any residual ARPA funds as of 12/31/24 to Edgewater Park and Downtown Park(s).

Aside from the recommended expenditures discussed below for action on June 3, the City Council is currently scheduled to hold a study session on August 26 to consider taking final action on September 16, 2024 to obligate any remaining unspent ARPA funds.

Estimated ARPA funds available to be obligated as of May 17, 2024 include the following:

- Accrued interest on ARPA funds:	\$737,810
- Unspent Funds from completed ARPA projects:	\$243,107
- Anticipated Unspent Funds from ongoing ARPA Projects:	\$452,519
- <u>Estimated Unspent Funds from ARPA administration by 12/31/26:</u>	<u>\$125,553</u>
	\$1,558,989

The total recommended release of previously approved ARPA funds is \$1,250,000:

- \$1 million to LASA for Gravelly Lake Commons Phase 3; and
- \$250,000 to EFN for its new food distribution warehouse

The total recommended new ARPA obligations is \$25,000:

- Fund a contract with FACET NW, Inc. to review the City’s 2019 SMP strictly for consistency with the required 2024 amendments to the City’s Critical Areas Ordinance (LMC Title 14); and fund the public outreach for a locally-initiated amendment to the Lakewood Shoreline Master Program (SMP).

If the City Council approves the use of ARPA funds for the SMP limited review, there would be an estimated \$1,533,989 remaining for obligation or reobligation before December 31, 2024.

Background for Recommended Expenditures of ARPA Funds:

LASA Gravelly Lake Commons Phase 3: The City Council adopted Motion 2023-15 that obligated \$1 million in ARPA funds to LASA’s Gravelly Lake Commons (GLC) Phase 3 provided that LASA fully funded the phase and the Council approved release of the ARPA support. GLC Phase 3 will provide 25 affordable housing units (2 and 3 bedroom apartments) in Lakewood.

LASA has secured full funding for GLC Phase 3. LASA is pursuing architectural design services for GLC Phase 3 in preparation for submitting its construction permit application. The architect and engineering estimated price is \$830,000, and there will be other costs such as permitting, relocation, consultants, and other related costs as well. Receipt of Lakewood’s ARPA funds will allow LASA to move the project

forward in a timely fashion, meet its funders' timelines, and keep overall costs of the project down.

Emergency Food Network (EFN): EFN has requested that the City Council release the remaining \$250,000 in ARPA funds authorized in Motion 2022-101. EFN notes that project costs came in higher than expected for their new warehouse. They are also hoping to make critical improvements to EFN's main warehouse, such as installing a sprinkler system to protect the food inventory. The additional ARPA funding from the City would allow EFN to allocate \$1 million budgeted from their general fund towards the sprinkler system while still ensuring that EFN still has sufficient funds for the new warehouse.

2024 Locally-initiated and strictly limited review of Shoreline Master Program:

While reviewing and updating the City's critical areas regulations (CAO) in LMC Title 14 as part of the 2024 Comprehensive Plan Periodic Review process, the City has discovered that some of the required CAO updates are inconsistent with the 2019 Lakewood Shoreline Master Program (SMP). The City is needing to enter into a new contract for services in order to conduct a review of the SMP that would be strictly limited to reconcile the it with the CAO. No grant funds have been offered by the State of WA for reconciling SMPs and CAOs.

It is anticipated that the public participation process and legislative approval would begin in summer 2024. The City Council would be presented with draft SMP amendments in late 2024 and could take action before year's end or in early 2025.

There is no requirement that this review and adoption of SMP changes for consistency with the CAO happen at the same time as the 2024 Comprehensive Plan review process.

This motion would authorize obligation of \$25,000 for a contract with FACET to perform needed services plus costs for the City to conduct required public noticing of any SMP amendments.

ATTACHMENT A



8956 Gravelly Lake Drive SW Lakewood, Washington 98499
253.581.8689 www.lasawa.org

Helping you take life's next step

May 1, 2024

Dear City of Lakewood Council Members,

LASA is requesting that the \$1 million in American Rescue Plan Act (ARPA) funding committed to LASA's Gravelly Lake Commons project that will provide 25 units of affordable housing in Lakewood, be moved forward so that we can meet the needs of the project timeline.

In order for us to remain on schedule and to meet the city's need to close on the federal funding by the end of the year we need to obtain our construction permit. This means we need to move very quickly on the architectural design which requires reimbursement of costs between now and 12/31 that will be up to \$1 million. The architect and engineering estimated price is \$830,000, and we will have other costs such as permitting, relocation, consultants, and other related costs as well.

This funding adjustment will allow LASA to move the project forward in a timely fashion, meet our funders timelines, and keep overall costs of the project down.

Please let me know if you have any questions or need additional information.

Thank you,

/s/

Jason Scales
Executive Director
LASA

ATTACHMENT B
CITY OF LAKEWOOD
American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds
(CSLFRF) SUBAWARD NO. 2024-___
(Number to be assigned by City)

City of Lakewood, WA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Award
Federal Award Identification: OMB Approval No. 1505-0271 / ST 9045
Unique Entity Identifier: 91-1698185
Federal Awarding Agency: US Department of the Treasury
Assistance Listing Number and Title: 21.027

THE AWARD IN THIS AGREEMENT FOR SERVICES IS A SUBAWARD OF ARPA CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FUNDS; THE SUBRECIPIENT IS SUBJECT TO ANY AND ALL COMPLIANCE REQUIREMENTS AND REPORTING REQUIREMENTS FOR USE OF AND FOR EXPENDITURES OF CSLFRF FUNDS. See Exhibit D, City of Lakewood ARPA Notice of Grant Award (OMB Approved No. 1505-0271 / ST9045).

THIS AGREEMENT is entered into this **4th day of June, 2024**, by and between the City of Lakewood, Washington, a code city duly organized and existing pursuant to laws of the State of Washington, hereinafter referred to as the “City” and **FACET NW, INC.** hereinafter referred to as the “Subrecipient” or “Agency”.

Subrecipient/Contractor Address: 750 6th St S., Kirkland, WA 98033
UEI No.: FHBFBHV8JYT93 (administered at www.sam.gov)
CAGE Code: 4CZY1
Signatory Authority: Hugh Mortensen, FACET NW, Inc.
Project Contact: Dan Nickel, FACET NW Inc.

WHEREAS, the City has determined the need to have certain services performed for its citizens; and,

WHEREAS, the City desires to have the Subrecipient perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Services to be Performed by Agency. **The Subrecipient shall perform those services described on “Exhibit A,” Scope of Services, attached hereto and incorporated herein by this reference.** In performing such services, the Subrecipient shall at all times comply with all Federal, State, and local statutes, ordinances and rules applicable to the performance of such services and the handling of any funds used in connection therewith.

The Subrecipient shall request, in writing, prior approval from the City whenever the Subrecipient desires to amend the scope of services.

2. Identified Community Support. In order to recognize the participation and involvement of the City in the funding of this Agreement, and to insure that those people who benefit from the activities and services of the Subrecipient are aware of the City's involvement, the Subrecipient shall, when possible, include the words "*funded in part by the City of Lakewood*" on flyers, pamphlets, brochures, advertisements, annual reports or other printed information prepared by or for the Subrecipient advertising or promoting the activities and services of the Subrecipient pertaining to the particular program funded by the City.

3. Compensation and Methods of Payment. **The City shall provide ARPA funding to the Subrecipient for services rendered as set forth on "Exhibit B,"** attached hereto and incorporated herein by this reference. Compensation shall be paid by the City following receipt of a properly completed ARPA invoice and any needed accompanying and supporting documentation. **Invoices submitted with all needed accompanying information will be paid within 30 business days by the City.**

The requests for such payment shall be processed for payment by the City in the normal course after that date, in accordance with the terms hereof. Any/all requests for reimbursement shall not exceed the proportionate amount of contracted outputs identified and set forth on "Exhibit B."

4. Subrecipient Budget. The Subrecipient shall apply the funds received under this Agreement with the maximum limits set forth in this Contract solely to the services specified in Paragraph 1, above, and according to the approved budget of the Agency. Prior approval from the City is required whenever the Subrecipient desires to amend its budget by transferring funds among the budget categories.

5. Duration of Contract. **This Contract shall be in full force and effect for a period commencing on the date of execution and ending on the 31st day of December, 2026,** unless sooner terminated under the provisions hereinafter specified.

6. Independent Contractor. The Subrecipient and City agree that the Subrecipient is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Subrecipient nor any employee of the Subrecipient shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security payments or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any other employee of the Agency.

7. Indemnification and Defense. The Subrecipient shall defend and indemnify, and hold harmless the City, its agents and employees, from and against any and all liability arising from injury or death to persons or omissions of the Agency, its agents, servants, officers or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, or its agents or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death or damage, the Subrecipient shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expense incurred by the City in defending such claim or suit, including attorney's fees.

8. Insurance.

A. The Subrecipient shall procure and maintain in full force throughout the duration of the Contract commercial comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence combined single limit and \$2,000,000.00 in the aggregate for personal injury and property damage and non-owned automobile. The said policy shall name the City as an additional named insured on the insurance policies, and **A COPY OF THE ENDORSEMENT NAMING THE CITY AS AN ADDITIONAL INSURED SHALL BE ATTACHED TO THE CERTIFICATE OF INSURANCE.**

B. In addition to the insurance provided for in Paragraph A above, the Subrecipient shall maintain or insure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000.00 combined single limit per claim and in the aggregate. For the purposes of this paragraph "professional service" shall mean services provided by a physician, licensed psychologist, or other licensed professional.

C. Certificates of coverage as required by Paragraph A and B above shall be delivered to the City within fifteen (15) days of execution of this Contract. Further, it is the responsibility of the Subrecipient to ensure a valid certificate of insurance is in effect at all times throughout the course of this Contract. Requests for reimbursement under this Contract may be withheld until such time as a valid certificate of insurance is provided to the City.

9. Record Keeping and Reporting.

A. **The award in this agreement for services is a subaward of ARPA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) funds; the SUBRECIPIENT is subject to any and all compliance requirements and reporting requirements for use of and for expenditures of CSLFRF funds. See Exhibit C, Reporting Requirements, and Exhibit D, City of Lakewood ARPA Notice of Grant Award (OMB Approved No. 1505-0271 / ST9045).**

B. The Subrecipient shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Contract and compliance with this Contract. **The Subrecipient shall notify the City within ten (10) days of any significant change in program personnel.**

C. **The Subrecipient shall maintain these records through December 31, 2031 per the Treasury Interim Final Rule for ARPA.**

D. The Subrecipient shall provide a quarterly report to the City containing actual outcomes, indicators and an evaluation of the program. **Payment for services shall not be made if the Quarterly Outcome & Program Evaluation Reports are not received by the dates indicated by the City.**

E. The Agency, at the request of the City, shall make public presentations regarding the program funded by the City. Such presentation shall be prepared in advance and approved by the City.

F. The City of Lakewood places a high priority on collaboration. As such, the Subrecipient shall be asked to provide updates to the City Council on occasion.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit during the performance of this Contract. **The City shall have the right to an annual audit of the Agency's financial statements and condition. In addition, the Subrecipient is subject to**

an annual site monitor of the systems supporting contracted services and eligible activities. The City shall have the right to an annual inspection of the Agency's data systems for tracking outcome achievement. Areas of default noted during the annual inspection may demand additional site monitoring(s).

Any Subrecipient receiving \$750,000 or more in a single year will be subject to a single audit per the ARPA Interim Final Rule.

11. Termination. The City of Lakewood may suspend or terminate this Agreement in whole or in part for convenience, upon **15 days** written notice to the Agency. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Contract immediately. If for any reason an Subrecipient does not comply with all aspects of this contract, including mandatory reports, such non-compliance may jeopardize the agency's ability to receive future funding.

Further: This Contract may be terminated upon evidence of the following conditions:

1. Subrecipient is no longer operating: The Contract shall be terminated within 10 days of notification that the Subrecipient is no longer operating and performing the duties identified in **"Exhibit A," Scope of Services.**
2. Change in Scope of Services: Should the Subrecipient no longer provide services identified in "Exhibit A" Scope of Services, the contract may be terminated for non-performance.
3. Misuse of Public Funds: The Subrecipient cannot produce accurate accounts and records of funds used in the performance of this Contract.

12. Discrimination Prohibited. The Subrecipient shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Subrecipient to be provided under this Contract on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

13. Assignment and Subcontract. The Subrecipient shall not assign or subcontract any portion of the services contemplated by this Contract without the written consent of the City.

14. Entire Agreement. This Contract contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

15. Notices. Notices required by terms of this Contract shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY

City of Lakewood ARPA Program
ATTN: Tiffany Speir
6000 Main St. SW
Lakewood, Washington 98499

TO THE SUBRECIPIENT:

FACET NW, INC.
ATTN: Hugh Mortensen
750 6th St S
Kirkland, WA 98033

16. Applicable Law, Venue, Attorney's Fees. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be properly laid in Pierce County,

Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

17. E-verify. The contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this Contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this Contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

IN WITNESS WHEREOF, the parties have executed this Contract on this **5th day of June, 2024**.

SUBRECIPIENT SIGNATURE:

Hugh Mortensen, FACET NW, INC.

LAKWOOD ARPA PROGRAM MANAGER SIGNATURE:

Tiffany Speir

LAKWOOD CITY ATTORNEY SIGNATURE:

Heidi Ann Wachter

LAKWOOD CITY MANAGER SIGNATURE:

John Caulfield

EXHIBIT A **Scope of Work**

Project Statement:

City of Lakewood (City) is proposing a limited amendment to the Shoreline Master Program (SMP) to amend the critical areas regulations in shoreline jurisdiction to be consistent with the current proposed amendments to the City's Critical Areas Ordinance (CAO). The following scope of work details the necessary steps by Facet to complete consultant tasks.

Scope of Work:

Project Coordination and Management

1. **Project Kick-off.** At the start of this project, the Facet team will meet with City staff to review/refine objectives, agree on initial tasks and timeline and coordinate on known resources to be delivered to the project team. Coordination with Ecology will also be included at this time to ensure all necessary project deliverables are being met.
2. **Project meetings and coordination.** Throughout the remainder of the project, the Facet team and City staff will meet monthly to coordinate schedule, deliverables, and other project management needs.

Shoreline Master Program Limited Amendment

3. **Outline (Crosswalk) of proposed changes to the SMP.** Initial step in the limited amendment process will be to create an outline of proposed changes (e.g. crosswalk) so local decision makers can have a clear understanding of the rationale for proposed amendments.
4. **Prepare draft SMP amendments.** The Facet team will provide a strike-through/underline document for the SMP that addresses consistency with the CAO.
5. **Coordinate with Ecology.** The Facet team will work directly with Ecology staff to ensure all topics are addressed and any other issues are included, as desired by the City.

Assumptions:

- a. Based on the narrow scope of work for this limited amendment, no additional amendments beyond those related to CAO consistency are included.
- b. Based on the scope of work for the limited amendment of the SMP, review and/or amendments to technical documents prepared during the comprehensive update (i.e. Cumulative Impacts Analysis and No Net Loss Reports) is not anticipated to be necessary. If such documentation is deemed necessary, this work can be added to this scope through a contract amendment.

Local Adoption Process

6. **Prepare SEPA documentation.** The Facet team will provide review of a draft SEPA Checklist as prepared by City staff. The City will be responsible for issuing the SEPA determination.
7. **Public comment period and public hearing.** The City plans to hold a joint public comment period and public hearing with Ecology, as part of Ecology's joint review process. The Facet team will be available to attend the public hearing and assist in outreach content for public notices.
8. **Review and respond to public comments.** The Facet team will review and prepare responses to public comments received, including preparation of a response matrix to

categorize all comments by author, date, and issue and provide recommendations or rationale to address each item.

9. **Submit draft SMP to Ecology for Initial Determination of Consistency.** Facet will compile all the documentation, including the draft SMP, comment response matrix, etc., and submit to Ecology for their Initial Determination of Consistency.
10. **Attend public meetings.** Facet team members will attend up to two (2) public meetings as requested (e.g. Planning Commission, and/or City Council). This includes a potential public hearing, as described in Task 7 above.
11. **Review and edit final document(s) based on City Council direction.** Following receipt of Ecology's Initial Determination of Consistency, the Facet team will work with City staff to provide a final SMP draft for Council review and approval.
12. **Final Ecology Submittal.** Facet will assist the City in assembling the final submittal package. Final submittal will be the City's responsibility.

EXHIBIT B
BUDGET AND COMPENSATION

Task #	Task	Total Hours	Total Cost
Project Coordination and Management			\$2,900
1	Project Kick-off	4	\$848
2	Project meetings and coordination	12	\$2,052
Shoreline Master Program Amendments			\$10,000
3	Outline (Crosswalk) of proposed changes to SMP	11	\$1,750
4	Prepare draft SMP amendments	46	\$7,036
5	Coordinate with Ecology	7	\$1,214
Local Adoption Process			\$6,870
6	Prepare SEPA documentation	3	\$442
7	Public comment period / public hearing	3	\$598
8	Public comment and responsiveness summary	11	\$1,750
9	Submit draft SMP to Ecology for Initial Determination	7	\$1,134
10	Attend Public meetings (2 anticipated)	6	\$1,196
11	Edit final document(s) based on City Council direction	7	\$1,134
12	Final Ecology submittal	4	\$616
Totals^{1,2}			\$19,770

¹ Expenses are expected to be less than 1% of the project budget and are included in the task budgets above.

² 2024 rate sheet to be included

Invoices submitted with all needed accompanying information will be paid within 30 business days by the City.

EXHIBIT C
Reporting Requirements

SUBRECIPIENT agrees to provide the City with timely financial and program progress data needed to report to the Department of the Treasury as required by the City and the ARPA Interim Final Rule.

SUBRECIPIENT also agrees to provide the City with timely data needed to report to the Lakewood City Council pursuant to Motion 2023-15 and the City of Lakewood ARPA Program.

Reporting rules and procedures will be provided to SUBRECIPIENT by the City once available and thereafter upon request. **At a minimum, the following information will be required in each report to the CITY:**

Identification:

UEI (unique entity identifier) number is required starting April 30th, 2022 - administered at www.sam.gov (DUNS number is being replaced by UEI)

Project Status:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Project Demographics:

- o Does the project serve a Qualified Census Tract or a disproportionately impacted community?
- o Services provided to disproportionately impacted communities
- o Services provided to citizens in disproportionately impacted communities

Obligations & Expenditures:

- o Current period obligation
- o Cumulative obligation
- o Current period expenditure
- o Cumulative expenditure

Expenditure Details:

- Pay to workers
- Payroll
- Benefits
- Goods, Services, Equipment:
 - o Receipts
 - o Contracts
 - o Service Agreements
 - o Funds distributed to Beneficiaries
 - o Program agreement
 - o Sign-in Sheet

Signature of SUBRECIPIENT's Authorized Official Date

Hugh Mortensen, Executive Vice President
Printed Name and Title of SUBRECIPIENT's Authorized Official

Exhibit D:
Lakewood Notice of Award ST 9045

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Lakewood 6000 Main Street SW Lakewood, Washington 98499-5027	DUNS Number: 949462758 Taxpayer Identification Number: 911698185 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:



Authorized Representative Signature (above)

Authorized Representative Name:

Authorized Representative Title:

Date Signed:

Tiffany Speir
ARPA Program Manager
12/27/21

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:

Authorized Representative Title:

Date Signed:

Jacob Leibenluft

Chief Recovery Officer, Office of Recovery Programs

August 17, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: Authorizing the execution of an amendment to the agreement with Pacific Point Defense (Horwath Law) for public defense services.	TYPE OF ACTION:
June 3 rd , 2024		— ORDINANCE NO.
		— RESOLUTION NO.
REVIEW:	ATTACHMENTS: Cover Memo and Amendment	<u>X</u> MOTION NO. 2024-38
		— OTHER

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

RECOMMENDATION: It is recommended that the City Council adopt the proposed amendment for a compensation increase, to ensure quality public defense services continue to be provided in the Lakewood Municipal Court.

DISCUSSION: Pacific Point Defense (formally known as Horwath Law), is the City's primary public defense firm, with a current contract term of January 1, 2021 to December 31, 2025.

Pacific Point Defense has requested a compensation increase in 2024 from \$553,500 to \$687,300, an increase of \$133,800 or 24.2% and from \$568,000 in 2025 to \$696,000, an increase of \$128,000 or 22.5%. The request is motivated by several factors, to include:

- Competitive economic environment where cost to attract and retain quality public defenders continues to increase;
- Lakewood Municipal Court policy that prioritizes diversion programs such as the new Community Court program that are labor-intensive for public defense; and
- New pending Washington State Bar Association standards that stipulate lower caseloads per attorney, as well as new compensation schedules that move away from fixed lump sums and towards an hourly rate model.

ALTERNATIVE(S): The City Council may elect not to approve the proposed amendment, which would restart negotiations and possibly lead to a termination of contract and an RFP to seek out public defense services, which may disruptively impact the provision of public defense services in the Lakewood Municipal Court.

FISCAL IMPACT: A compensation increase of \$133,800 in 2024 and \$128,000 in 2025, for a total of \$261,800 increase in compensation for the remainder of the contract term which expires in December 31, 2025.

The Town of Steilacoom and City of DuPont, which both have contracts for municipal court services with the City of Lakewood, will likely absorb part of the increased compensation due to their usage of public defense services provided by Pacific Point Defense. See Cover Memo for details.

Michael Vargas
Prepared by


City Manager Review

**ADDENDUM TO CONTRACT FOR PROFESSIONAL SERVICES
PUBLIC DEFENSE SERVICES – PRIMARY**

WHEREAS, the City of Lakewood ("City") and Pacific Point Defense (formally known as Horwath Law) PLLC ("Contractor") are parties to a Professional Services Agreement for Public Defense Services (the "Contract");

WHEREAS, the term of the Contract is January 1, 2021 through December 31, 2025;

WHEREAS, Section 12.1 of the underlying Agreement provides that the Contract may be modified or amended in a writing signed by the authorized representative of each Party,

NOW THEREFORE, in consideration of the promises set forth herein and the mutual benefits to be derived, the Contractor and the City agree to increase compensation for services for the remaining term of the contract. The underlying Contract between the Parties is amended, but only in the following respects:

1. Exhibit B amended. The Parties agree that the attached Exhibit B, incorporated by this reference as fully as if herein set forth, shall be substituted into the underlying Contract between the Parties, and shall control compensation until the expiration of the term of the Contract or as amended in the future. This amendment shall be effective when executed by the duly authorized representatives of the Parties.

2. Underlying Agreement. In all other respects, the underlying Agreement between the Parties shall remain in full force and effect.

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

CITY OF LAKEWOOD

CONTRACTOR

John J. Caulfield, City Manager

Angela Horwath
Pacific Point Defense PLLC

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Drew T. Pollom, Attorney

Exhibit B

1. Base Compensation. Effective January 1, 2024, the City shall pay to the Contractor for services rendered under this Contract the sum of six hundred eighty-seven thousand three hundred dollars (\$687,300) annually, paid at a rate of fifty-seven thousand two hundred and seventy-five dollars (\$57,275) per month, or at an agreed upon pro-rated monthly rate, for the first one thousand and seven hundred forty (1,740) cases assigned in a twelve-month period. If over 1,740 cases are assigned to the Contractor in a twelve-month period, the contractor will charge the amount of three hundred ninety-five dollars (\$395) per case for every case over 1,740.

Up to 1740 cases or case credits:

Base Compensation		
Year	Annual Cost	Cost Per Case over 1740
2024	\$687,300	\$395
2025	\$696,000	\$400

1.2 Case Counts. Based upon case counts maintained by the Contractor and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately one thousand eight hundred (1,740) cases per year. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City's compliance is measured by an unweighted case count. Accordingly, each attorney providing services under the contract will be expected to provide representation on a maximum of four hundred cases (400) in a twelve-month time period.

Cases shall be counted at .22 of a case/hour for time dedicated as the attorney of the day. Per the agreement of the parties, public defender agrees to count cases as follows:

- Each in-custody first appearance calendar as well as the out of custody arraignment calendar shall count as 1 case credit
- Representation of indigent defendants directly assigned and placed on mainstream calendars shall count per the indigent standards by assignment; and
- Each therapeutic court calendar shall count as 1 case credit.
- Additional time spent in meetings, trainings, and any other events connected to Lakewood's Veterans court or Community Court may be counted at .22 of a case/hour.
- Additionally, probation violations are counted as one case credit. However, when the probation violation is only the alleged commission of a new criminal offense, and that violation is tracked with the corresponding new offense and the probation violation does not per se trigger additional work, then both the probation violation and the criminal case


may be counted as one case. As provided in the Standards, case counts may be revised upwards based upon a variety of factors.

Upon the Contractor's request, the City shall review any particular case with the Contractor to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed on a quarterly basis. The compensation amount represents the resources necessary to provide public defense services



TO: MAYOR, DEPUTY MAYOR, AND COUNCILMEMBERS

FROM: MICHAEL VARGAS, ASSISTANT TO THE CITY MANAGER/POLICY ANALYST

THROUGH: JOHN CAULFIELD, CITY MANAGER 

DATE: JUNE 3, 2024

SUBJECT: PACIFIC POINT DEFENSE CONTRACT AMENDMENT

ATTACHMENT: Contract Amendment

Background: Pacific Point Defense (formally known as Horwath Law), is the City's primary public defense firm, with a current contract term of January 1, 2021 to December 31, 2025.

Pacific Point Defense has requested a compensation increase in 2024 from \$553,500 to \$687,300, an increase of \$133,800 or 24.2% and from \$568,000 in 2025 to \$696,000, an increase of \$128,000 or 22.5%.

To implement this increase, Pacific Point Defense proposes increasing the predicted 1,400 annual caseload to 1,740 cases using an updated definition of cases, as outlined proposed contract amendment.

The request is motivated by several factors, to include:

- Competitive economic environment where cost to attract and retain quality public defenders continues to increase;
- Lakewood Municipal Court policy that prioritizes diversion programs such as the new Community Court program that are labor-intensive for public defense; and
- New pending Washington State Bar Association standards that stipulate lower caseloads per attorney, as well as new compensation schedules that move away from fixed lump sums and towards an hourly rate model.

Financial Impact: Part of the cost of public defense will likely be absorbed by the court contracts with the Town of Steilacoom and the City of DuPont, as outlined in the table below.

For the new 2024 annual compensation of \$687,300, using the 2023 percentage of public defense costs for each jurisdiction, Steilacoom would be allocated \$27,492, and DuPont would be allocated \$13,746. Lakewood would be allocated \$646,062.

City	Percentage of Public Defense Costs in 2023	2023 Cost Allocation	2024 Cost Allocation w/ new Amendment
Lakewood	94%	\$ 525,970	\$ 646,062
Steilacoom	4%	\$ 21,142	\$ 27,492
DuPont	2%	\$ 12,513	\$ 13,746
Total	100%	\$ 559,625	\$ 687,300

Recommendation: It is recommended that the City Council adopt the proposed amendment, as the increased compensation amount and updated compensation schedule that incorporates a contemporary definition of cases that is approved by the WSBA and WA State Office of Public Defense will ensure quality public defense services continue to be provided in the Lakewood Municipal Court.



**Lakewood Planning Commission
April 17, 2024 Meeting Minutes**

WELCOME/CALL TO ORDER

Mr. Robert Estrada, Chair, called the meeting to order at 6:32 p.m.

ROLL CALL

Planning Commission Members Present Robert Estrada, Chair; Phillip Combs, Vice Chair (arrived on Zoom after minutes vote); Linn Larsen (arrived after vote to approve 4/3/24 minutes), Mark Herr, Ellen Talbo, Sharon Wallace, and Philip Lindholm.

Planning Commission Members Excused None.

Planning Commission Members Absent None.

Staff Tiffany Speir, Long Range & Strategic Planning Manager; Troy Pokswinski, Capital Projects Division Manager; and Karen Devereaux, Administrative Assistant

Youth Council Liaison None in attendance.

Council Liaison Councilmember Paul Bocchi was present.

APPROVAL OF MINUTES

The minutes of the meeting held on April 3, 2024, were approved by voice vote 5-0 as written. M/S/C Herr/Wallace.

AGENDA UPDATES None.

PUBLIC COMMENT None.

PUBLIC HEARING None.

UNFINISHED BUSINESS None.

NEW BUSINESS

2025-2030 6-year Transportation Improvement Plan (TIP) Review

Mr. Troy Pokswinski reviewed the draft 6 yr. TIP with commissioners. Included in the topics were Consistency with Land Use Management Plan, Grant Applications and Leveraging Local Dollars, and Funding Sources. Mr. Pokswinski noting there were many projects scheduled through the year 2029. Noting there were no significant additions to this year's program, PWE had adjusted the values and advanced each project cost by approximately 8% from the 2023 costs due to inflation.

Mr. Pokswinski relayed that the following 13 projects were removed from the TIP listing because they have been completed or are near completion:

1. Steilacoom Blvd -Farwest Dr to Phillips Rd
2. South Tacoma Way- 88th St to North City Limits
3. Hipkins Rd – 104th to Steilacoom Blvd

4. Murray Rd Corridor Capacity
5. Gravelly Lk Dr – Pacific Hwy to Nyanza
6. Washington Blvd / North Gate Rd / Edgewood Ave SW
7. Steilacoom Blvd – 88th -87th to Custer Rd
8. Ardmore Dr SW – Steilacoom Blvd to Whitman
9. Idlewild Rd SW – Idlewild school to Interlaaken Dr SW
10. 112th St SW – Idlewild Rd SW to Interlaaken Dr SW
11. Sidewalk Fill In on Farwest Dr – 12th to Lakes High School and 100th St Ct SW to Steilacoom Blvd
12. 84th St Pedestrian Crossing Signal at Pine St.
13. South Tacoma Way Pavement Restoration

Draft 2024 Comprehensive Plan Transportation Element & Regulations

Ms. Tiffany Speir provided a high-level summary of the draft Transportation Element updates. It was noted that Lakewood is planning for 9,378 more housing units, 574 emergency housing units, and 9,863 new jobs by 2044. This municipal growth, coupled with projected countywide and regional growth, will require Lakewood to plan creatively and efficiently for sufficient motorized and non-motorized “active” community transportation systems.

The draft 2024 Transportation Element was presented with 14 goals and 84 policies.

REPORTS

Council Liaison Comments

Councilmember Mr. Paul Bocchi updated commissioners on the following topics:

City Council has really appreciated the efforts of commissioners on the MFTE; however, due to neighborhood concerns voiced about the proposed expansion of the Residential Target Area in the Central Business District zone, the City Council had asked the Planning Commission to hold one more public hearing to allow public comment and testimony. Ms. Speir said this would likely take place in September due to the Commission’s set meeting schedule.

City Staff Comments None.

NEXT MEETING The Planning Commission would next meet on May 1, 2024.

ADJOURNMENT Meeting adjourned at 8:04 p.m.

Robert Estrada, Chair

Karen Devereaux, Clerk

Signature: Robert Estrada
Robert Estrada (May 20, 2024 12:54 PDT)
 Email: romestrada@comcast.net

Signature: Karen Devereaux
Karen Devereaux (May 20, 2024 14:55 PDT)
 Email: kdevereaux@cityoflakewood.us



City of Lakewood

Parks and Recreation Advisory Board Meeting Minutes

Tuesday April 23, 2024

City of Lakewood – Council Chambers

6000 Main Street SW Lakewood, WA 98499

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

Telephone via Zoom: 253.215.8782 Participant ID: 920 3804 6123

CALL TO ORDER

Jason Gerwen called the meeting to order at 5:30 p.m.

ROLL CALL

Parks and Recreation Advisory Board Members Present: Jason Gerwen-Chair, Vito Iacobazzi- Vice Chair, Alan Billingsley, Anessa McClendon, Shelly Thiel

Parks and Recreation Advisory Board Members Excused: Kate Read, Janet Spingath,

Staff Present: Mary Dodsworth – Director, Nikki York – Office Assistant

Youth Council Liaison Present: None

City Council Liaison Present: Ryan Pearson

APPROVAL OF MINUTES

SHELLY THIEL MOVED TO ADOPT THE PARKS AND RECREATION ADVISORY BOARD MEETING MINUTES OF TUESDAY MARCH 26, 2024 SECONDED BY VITO IACOBAZZI. NO FURTHER DISCUSSION. VOICE VOTE WAS TAKEN AND MPU.

NEW BUSINESS

Parks Appreciation Day Preparation: Parks Appreciation Day is on Saturday April 27. The board members act as site hosts for the event, greeting volunteers, thanking them for volunteering, making sure they sign the waivers, assigning projects and helping to assign tools and make sure they get turned in. The park sites for this year's clean up are American Lake, Fort Steilacoom, Springbrook, Kiwanis, Edgewater and the Community Garden.

Directors Report: Mary Dodsworth started out by Thanking the Board for their support of the Edgewater Park Master Plan. Council approved the plan and gave permission to apply for grants. There will be an article in the connections magazine that highlights several parks capital projects. Currently the are \$25 million dollars

worth of projects in the pipeline. Over the last ten years there have been over \$14 million dollars' worth of improvements just at Fort Steilacoom Park. Mary gave a CIP overview including Ballfields, Tenzler Log, Nisqually Partnership, Park Signs, Wards Lake phase I & II, American Lake, newly hired Parks Capital Project Manager - David de la Cruz, Chambers Creek, Harry Todd Pickleball Courts, Gateways. Upcoming events include Parks Appreciation Day, Kids Fishing Event, Youth Summit, Street Festival and the Farmers Market.

BOARD MEMBER COMMENTS

Jason Gerwen inquired about the property purchase near the old QFC. It is the Bagel Shop area and will be used to expand improvements at the Colonial Plaza.

Anessa McLendon asked about the Roller Rink Signs around town. The skate rink in Tacoma closed and they are looking for a new one.

Shelly Thiel visited Wards Lake Park. He really likes it but had concern about the vandalism of the restroom building. The building is supposed to be demolished soon.


Vito Iacobazzi mentioned that there are apartment buildings being built on Lakeview Dr along 112th but there are no parks in that area. The question of where will the kids play came to mind due to areas that are landlocked. Mary Dodsworth discussed the green street concept and the PACA assessment that is done every two years. Alan Billingsley said school sites may have to be considered parks in the future.

NEXT MEETING

The next regular meeting of the Parks and Recreation Advisory Board is scheduled for Tuesday, May 28, 2024 at 5:30 p.m. in the American Lake Room at Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499

ADJOURNMENT

Vito Iacobazzi moved to adjourn the meeting at 6:13 p.m. Shelly Theil seconded. MPU.


Jason Gerwen, Chair


Nikki York, Office Assistant

REQUEST FOR COUNCIL ACTION

<p>DATE ACTION IS REQUESTED: June 3, 2024</p>	<p>TITLE: Ordinance for adopting Cable Access Television Franchise with Lightcurve</p>	<p>TYPE OF ACTION:</p> <p><u> X </u> ORDINANCE NO. 805</p> <p>— RESOLUTION NO.</p> <p>— MOTION NO.</p> <p>— OTHER</p>
<p>REVIEW:</p>	<p>ATTACHMENTS: Franchise Agreement</p>	

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

RECOMMENDATION: It is recommended the City Council authorize the Cable Access Television (CATV) Franchise with Lightcurve to ensure uninterrupted provision of CATV to Lightcurve customers in Lakewood.

DISCUSSION: Lightcurve leases certain fiber and coaxial facilities (“Leased Network”) from the City of Tacoma, over which it provides cable television services and other services, such as telecommunications, broadband Internet, and Over-the-Top Video in the City of Lakewood.

In April 2020, Lightcurve assumed the cable television franchise originally entered into between Grantor and the City of Tacoma, Department of Public Utilities, Light Division (“Tacoma Click!”) and began offering cable television and other services as Rainier Connect North.

Rainier Connect North and other affiliates began operating under the d/b/a Lightcurve in November 2023, following the acquisition by Palisade Infrastructure of one-hundred percent (100%) of the equity interests of Mashell, Inc, the parent company of Rainier Connect North.

Lightcurve provides both telecommunication services (internet access) and CATV over the Leased Network. As such, a CATV Franchise is needed to address Lightcurve’s CATV services in Lakewood.

The term of the franchise is an initial five years, with up to three five year extensions if agreed upon by both parties, for a potential total of twenty years.

ALTERNATIVE(S): The City Council may elect not enter into a Franchise agreement with Lightcurve for CATV services in Lakewood, which will impact provision of these services to Lightcurve CATV customers.

FISCAL IMPACT: A 5% franchise fee and 6% utility tax on Lightcurve gross revenues are applicable.

<p>Michael Vargas Prepared by</p>	 <hr style="width: 80%; margin: 0 auto;"/> <p>City Manager Review</p>
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ORDINANCE NO. 805

AN ORDINANCE OF THE CITY OF LAKEWOOD GRANTING RAINIER CONNECT NORTH, LLC D/B/A LIGHTCURVE, A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF CABLE ACCESS TELEVISION IN THE CITY OF LAKEWOOD.

This Cable Access Television Franchise is entered into in Lakewood, Washington, this 3rd day of June, 2024 by and between Rainier Connect North, LLC d/b/a Lightcurve, hereinafter ("Grantee") and the CITY OF LAKEWOOD, WASHINGTON, a municipal corporation. hereinafter ("Grantor" or the "City"). Grantor and Grantee are sometimes referred to hereinafter collectively as the "parties".

WHEREAS, Grantee leases certain fiber and coaxial facilities ("Leased Network") from the City of Tacoma, over which it provides cable television services and other services, such as telecommunications, broadband Internet, and Over-the-Top Video in the City of Lakewood;

WHEREAS, in April 2020, Grantee assumed the cable television franchise originally entered into between Grantor and the City of Tacoma, Department of Public Utilities, Light Division ("Tacoma Click!") and began offering cable television and other services as Rainier Connect North;

WHEREAS, Rainier Connect North and other affiliates began operating under the d/b/a Lightcurve in November 2023, following the acquisition by Palisade Infrastructure of one-hundred percent (100%) of the equity interests of Mashell, Inc, the parent company of Rainier Connect North;

WHEREAS, diversity in cable service and local and non-local programming is an important policy goal and the, Grantee's System should offer a wide range of programming services; and

WHEREAS, flexibility to respond to changes in technology, subscriber interests and competitive factors within the cable service market should be an essential characteristic of this Franchise and both the Grantor and the Grantee will stress maximum system flexibility to take advantage of new technology to benefit subscribers and citizens as such technology becomes available; and

WHEREAS, the Grantor is authorized by federal law and RCW 35A.47.040 to grant one or more nonexclusive franchises to construct, operate and maintain a cable television system within the boundaries of the Grantor.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Franchise and all exhibits attached hereto the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their commonly, and ordinary meaning, The word "shall" is always mandatory and not merely directory.

"Access"

means the availability for Noncommercial use by various governmental and educational agencies, including Grantor and its designees, of particular channels on the System to receive and distribute Video Programming to Subscribers, as permitted under applicable law, including but not limited to:

(A) "Educational Access" means Access where Schools are the primary users having editorial control over programming and services.

(B) "Governmental Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services; and

"Access Channel"

means any Channel, or portion thereof designated for Noncommercial Access purposes or otherwise made available to facilitate or transmit Access programming.

"Access Fees"

means the Capital Fee paid to the Grantor by the Grantee in accordance with section 9.2 below.

"Activation or "Activated"

means the status of any capacity on or part of the System wherein the use of that capacity or part thereof may be made available without further installation of system equipment other than Subscriber premise equipment, whether hardware or software.

"Affiliated Entity" or "Affiliate"

means when used in connection with Grantee any municipal or other corporation, Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee and its successor corporations. Affiliated Entity or Affiliate also means any Person with whom Grantee contracts to provide Cable Services on the Cable System.

"Bad Debt"

means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.

"Basic Service"

means any Cable Service tier which includes, at a minimum, the retransmission of local television Broadcast Signals and Access programming.

"Broadcast Signal"

means a television or radio signal transmitted over the air to a wide geographic audience and received by a System off-the-air by antenna microwave, satellite dishes or any other means.

"Buildout"

means the Cable System is constructed and capable of offering Cable Service to all residents and businesses passed by public rights-of-way within the Franchise Area.

"Cable Acts"

means the Cable Communications Policy Act of 1984, and the Cable Television Consumer Protection and Competition Act of 1992, as amended by the Telecommunications Act of 1996, and any amendments thereto.

"Cable Modem Service or "Cable Internet Service"

means any service offered through Grantees Cable System whereby Persons receive access to the Internet.

"Cable Operator"

means any Person or groups of Persons, including Grantee, who provides Cable Service over a System and directly or through one or more Affiliates owns a significant interest in such System or-who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a System.

“Cable Service”

means 'the one-way transmission to Subscribers of Video Programming, or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

“Channel”

means a portion of the frequency band capable of carrying a Video Programming Service or combination of Video Programming Services, whether by analog or digital signal, on a twenty-four (24) hour per day basis or a portion thereof.

“City” or “Grantor”

means the City of Lakewood, Washington, a municipal corporation, of the State of Washington.

“Connection”

with regard to connections to public buildings means installation of fiber optic or: coaxial cable or other System related facilities through the outer wall of the building

"Designated Access Provider"

means the entity or entities designated by the Grantor to manage or co-manage Educational or Governmental Access Channels and facilities. The Grantor may be a Designated Access Provider.

"Designated Distributor"

means any entity authorized by Grantor to distribute Access Programming.

"Downstream Channel"

means a Channel capable of carrying a transmission from the Headend to remote points on the System or to interconnection points on the System.

"Dwelling Unit"

means any residential home, building, or each portion thereof.

"Expanded Basic Service"

means cable programming services not included in the Basic Service and excluding premium or pay-per-view services.

"FCC"

means the Federal Communications Commission or its lawful successor.

"Fiber Optic"

means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying Cable Service by means of electric lightwave pulses.

"Franchise"

means the document in which this definition appears, which is executed between Grantor and Grantee, containing the specific provisions of the authorization granted and the contractual and regulatory agreement created hereby.

"Franchise Area"

means the service area of the grantee within the jurisdictional boundaries of the Grantor, including any areas annexed by Grantor during the term of this Franchise.

"Franchise Fee"

includes any tax, fee or assessment of any kind imposed by the Grantor on the Grantee or Subscribers, or both solely because of their status as such. The term Franchise Fee does not include:

- (A) Any tax, fee or assessment of general applicability, for example a utility tax.
- (B) Capital costs which are required by the Franchise to be incurred by the Grantee for educational or governmental access facilities, including the support required in Section 9 herein;
- (C) Requirements or charges incidental to the awarding or enforcing of the franchise, including but not limited to, payments for bonds, letters of credit, insurance, indemnification, penalties or liquidated damages; or
- (D) Any fee imposed under Title 17, United States Code.

"Gross Revenues"

means any and all revenue derived directly or indirectly by the Grantee, or by any other entity that is a Cable Operator of the Cable System including Grantee, s Affiliates, from the operation of Grantee's Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for Cable Services including Basic Service, any expanded tiers of Cable Service, optional Premium Services; installation, disconnection, reconnection and change-in-service fees, Leased Access Channel fees, all Cable Service lease payments from the Cable System, late fees and administrative fees, payments or other consideration received by the Grantee from programmers for carriage of programming on the Cable System and accounted for as revenue under GAAP; revenues from rentals or sales of converters or other Cable System equipment; advertising sales revenues; the fair market value of consideration received by the Grantee for use of the Cable System to provide Cable Service and accounted for as revenue under GAAP; revenues from program guides, additional outlet fees, Franchise Fees, revenue from interactive services to the extent they are considered Cable Services under federal law, revenue from the sale or carriage of other Cable Services, and revenues from home shopping, and other- revenue-sharing arrangements. Gross Revenues shall include revenue received by any entity other than the Grantee where necessary to prevent evasion or avoidance of the obligation under this Franchise to pay the Franchise Fees. Gross Revenues shall not include (i) to the extent consistent with GAAP, Bad Debt, provided, however, that all or part of any such Bad Debt that is

written off but subsequently collected shall be included in Gross Revenues in the period collected; (ii) the Capital Fee specified in subsection 9.1; (iii) any taxes on services furnished by the Grantee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Grantee on behalf of said governmental unit. The Franchise Fee is not such a tax.

The parties intend for the definition of Gross Revenues to be as inclusive as possible consistent with existing applicable law. If there is a change in federal law subsequent to the effective date of this Franchise, such change shall not impact this Gross Revenues definition unless the change specifically preempts the affected portion of the definition above.

“Headend” or “Hub”

means any Facility for signal reception and dissemination on a System, including cable, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals or other signals, equipment for the interconnection of the System with adjacent Systems and interconnection of any networks which are part of the System, and all other related equipment and Facilities.

"Leased Access Channel"

means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.

"Noncommercial"

means, in the context of Access Channels, that particular products and services are not promoted or sold. This term shall not be interpreted to prohibit an Access Channel operator or programmer from soliciting and receiving financial support to produce and transmit video programming on -an Access Channel, or from acknowledging a contribution in the manner of the Corporation for Public Broadcasting.

"Normal Business Hours"

means those hours during which most similar businesses in the community are open to serve customers.

"Normal Operating Conditions"

means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, rate increases and maintenance or upgrade of the System.

“Over-the-Top Video” or “OTT”

means a streaming video service offered over the Internet to customers.

" Pay Service" or " Premium Service"

means Video Programming or other programming service choices (such as movie channels or pay-per-view programs) offered to Subscribers on a per-channel, per-program or per-event basis.

"Person"

means any natural person, sole proprietorship, partnership, joint venture, association, or limited liability entity or corporation, or any other form of entity or organization.

"Rights-of-Way"

means land acquired or dedicated for public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, easements and similar public property located within the Franchise area.

"School"

means any accredited educational institution including, for example, primary and secondary schools (K-12), colleges and universities and excluding home schools and residential facilities.

"Service Area"

means that portion of the City where Lightcurve uses its Leased Network over which it provides cable television services and other services, such as broadband Internet, Voice over Internet Protocol, and Over-the-Top Video.

"Service Interruption"

means the loss of picture or sound on one or more cable channels.

"State"

means the State of Washington.

"Street"

means Rights-of-Way.

"Subscriber"

means any Person who lawfully receives Cable Services provided by Grantee by means of the System with Grantee's express permission

"System" or "Cable System"

means a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541 {c})) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with federal statutes; or (5) any facilities of any electric utility used solely for operating its electric utility systems. When used herein, the term "Cable System" or "System" shall mean Grantee's Cable System in the Franchise Area.

"Tier"

means a category of Cable Services provided by the Grantee for which a separate rate is charged.

"Upstream Channel"

means a Channel capable of carrying a transmission to the Headend from remote points on the System.

"Video Programming"

means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) Grantor hereby grants to Grantee a nonexclusive and revocable authorization to make reasonable and lawful use of the Streets within the Franchise Area to construct, operate, maintain, reconstruct, and upgrade a System for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Franchise. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) The Grantee, through this Franchise, is granted the right to operate its System using the Grantor's Rights-of-Way within the Franchise Area in compliance with all applicable Grantor construction codes and procedures. Nothing in this Franchise shall be deemed to waive the requirements of the other codes and ordinances of general applicability lawfully enacted; or hereafter lawfully enacted, by the Grantor to the extent that the provisions of the codes and ordinances do not have the effect of materially limiting the benefits or materially expanding the obligations of the Grantee that are granted by this Franchise. Grantee reserves the right to challenge provisions of any ordinance adopted, subsequent to the execution of this Franchise that conflicts with rights granted therein.

(C) This Franchise shall not be interpreted to prevent the Grantor from imposing additional conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service, to the extent permitted by law.

(D) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the System in the Franchise Area, will also comply with the terms and conditions of this Franchise.

(E) No rights shall pass to Grantee by implication.

(F) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to Grantors supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area, such wires, cables (both coaxial and fiber optic), conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a System for the provision of Cable Services within the Franchise Area. Grantee shall comply with all applicable construction codes, laws, ordinances, regulations and procedures, now in effect or enacted hereafter. This grant does not include the installation, maintenance or construction, repair or replacement of any wireless telecommunications facilities or equipment within

Rights-of-Way or otherwise on Grantor owned property or on property held in trust or used by the Grantor.

(B) Grantee must follow Grantor-established written requirements including all Grantor codes, ordinances and other regulations regarding placement of System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. The Grantor may require that System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Rights-of-way; may deny access if Grantee is not willing to comply with Grantors requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by Grantor, or which is installed without prior Grantor approval of the time, place or manner of installation and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. Pursuant to Grantee's contractual lease relationship with the City of Tacoma for the Leased Network, Grantee is required to rely on the City of Tacoma for certain work to be performed on the Leased Network. To the extent that Grantee must rely on the City of Tacoma, as specified herein, Grantee shall make commercially reasonable efforts to communicate to the City of Tacoma any Rights-of-Way use and compliance requirements as set forth in this Section 2.2(B). The City of Tacoma also performs certain maintenance work on the Leased Network of its own volition. To the extent Grantee is notified by the City of Tacoma about any maintenance work it initiates and performs on the Leased Network, Grantee shall make commercially reasonable efforts to communicate to Grantor such work performed on the Leased Network. Grantee shall assume all Grantee's costs associated with any requirement of Grantor in the exercise of its police powers or in furtherance of any public improvement to move its System located in the Right-of-way.

(C) Grantor and Grantee agree that, the provisions of this Franchise control as to Facilities used by Grantee for the Cable System.

2.3 Duration

(A) The term of this franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be five (5) years from the effective date of this franchise. Subject to the termination provision set forth in Section 2.3(B), absent six months' written notice of a desire to prevent renewal by either party to the other, the franchise agreement shall automatically renew, in the same form and under the same terms and conditions existing on the expiration date for an additional five-year term. There may be up to three (3) such renewals, not to exceed a total, between the original term and extensions, of twenty (20) years.

(B) Grantee may terminate this franchise upon two-months' written notice to Grantor at any time during any five-year term provided for in Section 2.3 (A) above, if providing notice that Grantee will terminate provision of the traditional cable television services covered in this franchise,

2.4 Effective Date

(A) This Franchise and the rights, privileges, and authority granted hereunder, and the contractual relationship established hereby shall take effect and be in force from and after the effective date of this Franchise as specified in this Section.

(B) Within six (6) months after the effective date of the Ordinance granting this Franchise, Grantee shall signify its acceptance of this Franchise by executing a written acceptance of this Franchise. This franchise is void unless accepted in writing by Grantee within this timeframe.

2.5 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by Grantor or its predecessors to any Person to use any property, Rights-of-Way, easement, right, interest or license for any purpose whatsoever, including the right of Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. Grantor may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional Franchises for Systems as Grantor deems appropriate.

2.6 Grant of Other Franchises

In the event Grantor enters into a franchise, permit, license, authorization or other agreement of any kind with any other Person or entity other than the Grantee, including itself, to enter into the Grantor's Streets or Rights-of-Way for the purpose of constructing or operating a System or providing Cable Service to any part of the Franchise Area in which the Grantee is providing Cable Service under the terms and conditions of this Franchise or is required to extend Cable Service under the provisions of this Franchise, the terms and conditions thereof, taken as a whole, shall be neither more favorable nor less burdensome to such Person or entity than those contained herein in order that one Cable Operator not be granted an unfair competitive advantage over another.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time and consistent with all local, state and federal laws and regulations currently in effect, including the Cable Acts.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the Grantor's intervening in any legal or regulatory proceeding affecting the System; (3) accepts and agrees to comply with each and every provision of this Franchise; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.9 Police Powers

Grantee's rights hereunder are subject to the police powers of Grantor to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations enacted pursuant to the police powers of Grantor, or hereafter enacted in accordance therewith, by Grantor or any other legally-constituted governmental unit having lawful jurisdiction over the subject matter hereof. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of Grantor's police powers shall be resolved in favor of the latter.

2.10 Franchise Area

Grantee shall provide Cable Service, as authorized under this Franchise, within the Franchise Area.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Equalization

In recognition of the variety of entities engaging in the provision of cable services and the different laws that apply to each type, the parties hereby agree that it is Grantee's intent to pay the City a total amount, between fees and applicable taxes, equal to that of other cable providers, even where subparts of the total are different, either in amount or in title.

3.2 Franchise Fee

As compensation for the use of Grantor's rights-of-way or streets, Grantee shall pay as a Franchise Fee to Grantor, throughout the duration of this Franchise, an amount equal to that of other franchised cable operator(s) in the City. Because other cable operators currently pay a 5% franchise fee under an expired franchise, at the time of the execution of this document, Grantee will pay a franchise fee of 5% of Gross Revenues. Upon written notification of a change in this amount, Grantee shall notify its customers of the franchise fee and collect the amount. It is the expectation of the parties that a franchised cable operator(s) in the City of Lakewood pay the same franchise fee.

3.3 Payments

Grantee's Franchise Fee payments to Grantor shall be computed quarterly for the preceding calendar quarter ending September 30, December 31, March 31 and June 30. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.4 Acceptance of Payment

No acceptance of any payment shall be construed as an accord by Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.5 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to Grantor, verified by an officer of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the System. and shall be drafted in accordance with generally accepted accounting principles.

3.6 Audits

For the first five years of this franchise, Grantor shall have the right to conduct an independent audit of Grantee's records related to this franchise and to recompute any amounts determined to be payable under

this Franchise. Provided Grantee cooperates in making, all relevant records available upon request, Grantor will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous three (3) years, unless Grantor has information relating to the previous years beyond the three (3) which raises doubt as to the accuracy of payments made under this or previous Franchises. Any additional amounts due to the Grantor as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee by the Grantor, which notice shall include a copy of the audit findings. If the audit shows that Franchise Fees have been underpaid, Grantee shall pay the total cost of the audit, along with any interest due pursuant to Section 3.8 of this agreement and Lakewood Municipal Code Section 3.21.070.

3.7 Financial Records

Grantee agrees to meet with a representative of the Grantor upon written request to review Grantee's method of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records that are relevant to the enforcement of this Franchise.

3.8 Late Payments on Franchise and Equalization Fees

In the event any Equalization or Franchise Fee payment is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay, in addition to the payment or sum due, interest from the due date at an interest rate of 1 %, beginning on the forty-sixth (46th) day after the end of the calendar quarter and continuing every day thereafter until the seventy-sixth (76th) day after the end of the calendar quarter, or until payment is made whichever is earlier. If any payment is not received within seventy-six (76) days after the end of the calendar quarter, Grantee shall be assessed a late fee in the additional amount of two hundred dollars (\$200.00) per day, beginning on the seventy-sixth (76th) day after the end of the calendar quarter and continuing every day thereafter until paid.

For delinquent fees discovered by audit pursuant to Section 3.6 of this agreement, the penalty shall be interest at a rate of 1 % per month added to the amount of fees due in addition to any applicable penalty under Section 3.6 of this agreement and Lakewood Municipal Code Section 3.21.070.

3.9 Maximum Franchise Fee

The parties acknowledge that, at present, applicable federal law limits Grantor to the collection of a Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this: Franchise, Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by Grantor to provide that such excess amount shall be added to the Franchise Fee to be paid by Grantee to Grantor hereunder, provided that all providers of Cable Service in the Franchise Area over which the Grantor has jurisdiction are treated in an equivalent manner, and Grantee has received sixty (60) days prior written notice from Grantor of such amendment.

3.10 Additional Commitments Not Franchise Fees

No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional commitments herein are not Franchise Fees, nor are they to be offset or credited against any Franchise Fee payments due to Grantor, nor do they represent an increase in Franchise Fees to be passed through to Subscribers pursuant to any federal law. Access Fees are not to be offset against and are not Franchise Fees.

3.11 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. Within sixty (60) days of the filing of the certified statement with the Grantor, Grantee shall pay any unpaid amounts as indicated. If the Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the Grantor may do so by utilizing the funds available in a Letter of Credit or other security provided by the Grantee.

3.12 Duty to Cooperate and Payment Indemnification

Grantor agrees to exercise prompt and diligent efforts to verify whether billing addresses are in or outside the Franchise Area upon the written request of Grantee. Grantee agrees to defend indemnify and hold harmless Grantor and its offices, officials and agents from any claim of any kind brought by any person relating to payments made to Grantor pursuant to this Franchise.

3.13 Franchise Fee and Taxes on Retail Cable Modem Services

(A) Grantor and Grantee agree that revenues derived by Grantee for the provision of retail cable modem service to customers within the Franchise Area is not presently subject to Grantor's five percent franchise fee due to a decision by the Ninth Circuit Court of Appeals in *AT&T v. City of Portland*, 216F3d 871 (9th CIR 2000) and a Declaratory Ruling and Notice of Proposed Rulemaking released March 15, 2002, by the Federal Communications Commission that retail cable modem service is an information service and not a cable television service. Grantor and Grantee acknowledge that during the course of either this franchise, or any extension thereto, that it is likely there will be clarifications or changes in federal statutory, regulatory or case law that will further delineate whether Grantor has a right to collect a five percent franchise fee on all or any portion of the gross revenues derived by Grantee for the provision of retail cable modem service: Grantor and Grantee acknowledge that it is entirely possible that revenues derived from the provision of retail cable modem service may become a permissible item to include within the definition of gross revenues for the purpose of determining the franchise fee.

(B) In the event that Grantor concludes that a development in federal statutory, regulatory or case law permits Grantor to lawfully collect a five percent franchise fee on any or all of the revenues derived by Grantee for the provision of retail cable modem services to customers within the franchise area. Grantor shall notify Grantee in writing of such a determination. The definition of gross revenue contained in this Franchise shall be immediately amended to include all, or that portion of the gross revenues that Grantor

believes may lawfully be subject to Grantor's franchise fee. Grantor shall provide Grantee with the additional gross revenue language pertaining to retail cable modem service.

(C) Sixty days after receipt of such notification and language from Grantor, Grantee shall commence to collect a five percent franchise fee on retail cable modem service and remit it to Grantor as provided for elsewhere in this Franchise. Grantor agrees to defend and hold Grantee harmless from any claim of any kind pertaining to franchise fees actually remitted to Grantor for retail cable modem service.

(D) Grantor and Grantee reach no agreement of any kind regarding whether retail cable modem service is subject to Grantor's taxing authority.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 General Provisions

(A) Grantor shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right, or any part thereof, to the extent permitted under State and local law, to any agent.

(B) Grantee shall comply with all applicable federal and state laws and regulations, including regulations of any administrative agency thereof, as well as all Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the term of the Franchise. Nothing in this Franchise shall limit or expand the Grantor's right of eminent domain under State law.

(C) The Grantee and Grantor shall be entitled to all rights and be bound by all changes in local, State and federal law that occur subsequent to the effective date of this Franchise. The Grantee and the Grantor acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes. However, should such changes in law substantially reduce Grantee's obligation to pay or provide Franchise Fees or any other support required in this Franchise, the Grantor and Grantee agree to enter into good faith negotiations for a six (6) month period, at the request of either party, to resolve the issues. If resolution is not reached within the six (6) month period, and the period has not been extended by mutual agreement, the term of this Franchise shall be reduced to three (3) years, and the parties shall commence the renewal process in accordance with the Cable Act.

4.2 Rates and Changes

All Grantee rates and charges related to or regarding Cable Services shall be subject to regulation by Grantor to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All Grantee rates and charges shall be published (in the form of a publicly-available rate card), made available to the public, and shall be non-discriminatory as to all Persons of similar classes, under similar

circumstances and conditions. Grantee shall apply its rates in accordance with governing law. Grantee shall permit Subscribers to make any in-residence connections the Subscriber chooses without additional charge and without penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged appropriate service charges by Grantee. Nothing herein shall be construed to prohibit:

- (A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;
- (B) The offering of reasonable discounts to similarly situated Persons.
- (C) The offering of rate discounts for either Cable Service generally, or data transmission to governmental agencies or educational institutions; or
- (D) The offering of bulk discounts for Multiple Dwelling Units.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with Grantor a complete schedule of applicable rates audit charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns. As used in this subsection, no rate or charge shall be considered temporary if Subscribers have the ability over a period greater than twelve (12) consecutive months (or such other period as may be approved by Grantor) to purchase Cable Services at such' rate or charge.

(B) On an annual basis, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms and conditions established by Grantee for Leased Access Channels.

4.5 Late Fees

If the applicable Grantee law and assesses any kind of penalty fee for late payment, such fee shall comply with applicable law and shall be reasonable.

4.6 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be

considered a material breach of this Franchise. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the reasonable control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to Grantor

4.7 Performance Evaluation

(A) Special evaluation sessions may be held at any time upon request by Grantor during the term of this Franchise.

(B) All evaluation sessions shall be open to the public and announced at least one week in a newspaper of general circulation in the Franchise Area. Grantee shall notify its Subscribers of all evaluation sessions by announcement on at least one Channel of its System between the hours of 7:00 a.m. and 9:00 p.m. for five (5) consecutive days preceding each session.

(C) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fees; liquidated damages; free or discounted Cable Services; application of new technologies; system performance; Cable Services provided; programming offered; customer complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and Grantor's or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(D) During evaluations under this Section, Grantee shall fully cooperate with Grantor and shall provide such information and documents as Grantor may require to perform the evaluation.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold Grantor, its officers, officials, boards, commissions, authorized agents and employees, harmless from any action or claim for injury, damage loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction or any other act done under this Franchise by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee while conducting its defense of the Grantor.

(B) Indemnification for Relocation. Grantee shall indemnify Grantor - for any damages, claims, additional costs or expenses assessed against, or payable by, Grantor related to, arising out of, or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities in the Streets: in a timely manner in accordance with any relocation required by Grantor.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold Grantor harmless for any claim for injury damage, loss; liability, cost or expense, including court and appeal costs and attorneys fees or expenses in any way arising out of:

- (1) The grant of this Franchise;
- (2) Any failure by Grantee to secure consents from the owners, authorized distributors or licensees/licensors of programs to be delivered by the System

(D) Procedures and Defense. If a claim or action arises, Grantor or any other indemnified party shall tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. Grantor may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims affecting Grantor without Grantor's written approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section.

(F) Duty to Give Notice and Tender of Defense. The Grantor shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. In the event any such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend any claims arising thereunder, and the Grantor shall cooperate fully therein.

(G) If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent, the Grantor, Grantee shall pay expenses incurred by the Grantor in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The Grantor's expenses shall include all out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Grantor attorney or his/her assistants or any employees of the Grantor or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Grantor by Grantee.

5.2 Insurance Requirements

(A) General Requirement. Grantee must have adequate insurance during the entire term of this Franchise to protect the Grantor against claims for injuries to Persons or damages to property which in any way relate to, arise from or are connected with this Franchise, or involve Grantee, its agents, representatives, contractors, subcontractors and their employees.

(B) Initial Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth: by the Grantor from time to time. The Grantee shall obtain policies for the following initial minimum insurance limits:

- (1) Commercial General Liability; Five million dollars (\$5,000,000) aggregate limit per occurrence for bodily injury, personal injury and property damage;
- (2) Automobile Liability: Three million dollars (\$3,000,000) combined single limit per accident for bodily injury and property damage; and

(3) Employer's Liability: One million dollars (\$1,000,000)

(C) Endorsements.

(1) AU policies shall contain, or shall be endorsed so that:

(a) The Grantor shall be designated as additional insured.

(b) The Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, boards, commissions, employees and duly authorized agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability,

(2) The insurance shall provide that the insurance shall not be cancelled or materially altered so as to be out of compliance with the requirements of this Section without thirty (30) days' written notice first being given to Grantor. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in the amounts required, for the duration of this Franchise.

(D) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A."

(E) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance or a copy of the page of the policy reflecting blanket additional insured status. The certificates for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and approved by the Grantor prior to the commencement of activities associated with this Franchise. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

5.3 Security

Upon the effective date of this Franchise, Grantee shall provide a performance bond or other security in accordance with Grantors applicable ordinances rules and regulations to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate, and remove its facilities and to restore Grantor Rights-of-Way and other property.

SECTION 6. CUSTOMER SERVICE

6.1 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber that is in any way inconsistent with the terms of this Franchise.

6.2 Subscriber Privacy

Grantee will comply with privacy rights of Subscribers in accordance with applicable federal, State and local laws.

6.3 Customer Service Center

Throughout the Franchise term, the Grantee must maintain, at a minimum, one (1) customer service center conveniently located, within ten (10) miles of the Franchise Area which will be open during Normal Business Hours, to provide Subscribers the opportunity to make bill payments and complaints.

6.4 Customer Service Agreement and Manual

(A) Grantee shall provide to Subscribers an accurate, comprehensive service agreement and customer installation packet for use in establishing Subscriber service. This material shall, at a minimum, contain the following:

- (1) Grantee's procedure for investigation and resolution of Subscriber service complaints.
- (2) Services to be provided and rates for such services.
- (3) Billing procedures.
- (4) Service termination procedure.
- (5) A description of the manner that will be used to provide notice of changes in rates, service or service terms and conditions.
- (6) A complete statement of the Subscribers right to privacy.
- (7) Converter and cable modem equipment policy.
- (8) The name, address and phone number of the Person identified by the Grantor as responsible for handling cable questions and complaints for the Grantor. This information shall be prominently displayed in the installation packet.

A copy of the installation packet shall be provided to each Subscriber at the time of initial installation and any reconnection (excluding reconnections to the same Subscriber within twelve (12) months), and at any time the packet is requested by the Subscriber. Grant shall make reasonable efforts to advise customers of any material changes in cable operation policies.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantor shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliated entities, necessary for the enforcement of the terms of this Franchise. Grantee

shall not deny Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliated entity or a third party. Grantor may, in writing, request copies of any such records or books. and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to Grantor at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days. that Grantor inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to Grantor upon written request as set forth above, and if Grantor determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel and maintenance expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

Grantor agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, Grantor shall, so far as consistent with applicable law advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. If Grantee believes that the disclosure of such documents by Grantor would interfere with Grantee's rights under federal or state law, Grantee shall institute an action in the Pierce County Superior Court to prevent the disclosure by Grantor of such documents, Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify and hold Grantor harmless from any claim or judgment including, but not limited to, any penalties or costs under RCW 42.17.

7.3 Records Required

Grantee shall at all times maintain:

- (A) A full and complete set of plans, records and "as built" maps showing the exact location of all System equipment installed or in use in the Franchise Area, which is generated in Grantee's normal course of business;
- (B) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the System in the Franchise Area;
- (C) A list of Grantee's Cable Services, rates and Channel line ups;
- (D) A statistical compilation of Subscriber complaints, actions taken and resolution, and a log of service calls.

7.4 Copies of Federal and State Reports

Upon written request, Grantee shall submit to Grantor copies of any pleading, applications, notifications, communications and documents of any kind, submitted by Grantee or its Affiliates to any federal. State or local courts, regulatory agencies and other government bodies if such documents directly relate to the

operations of Grantee's System within the Franchise Area. Grantee shall submit such documents to Grantor no later than thirty (30) days after receipt of Grantor's request. Grantee shall not claim confidential privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency. With respect to all other reports, documents and notifications provided to any federal, State or local regulatory agency as a routine matter in the due course of operating Grantee's System within the Franchise' Area, Grantee shall make such documents available to Grantor upon Grantor's written request.

7.5 Complaint File and Reports

Grantee shall keep an accurate and comprehensive file of any and all complaints regarding the System, and Grantee's actions in response to those complaints, in a manner consistent with the privacy rights of Subscribers. Those files shall remain open to Grantor during normal business hours and shall be retained for a period of one year. Upon request, Grantee shall provide a report to the Grantor which can, at Grantor's option, include the following information:

- (A) Nature and type of customer complaints;
- (B) Number, duration, general location and customer impact of unplanned service interruptions;
- (C) Any significant construction activities which affect the quality or otherwise enhance the service of the System;
- (D) Average response time for service calls
- (E) New areas constructed and available for Cable Service
- (F) Video programming changes (additions/deletions); and
- (G) Such other information as reasonably requested by Grantor.

7.6 Inspection of Facilities

Grantor may inspect any of Grantee's facilities and equipment in the Rights-of-Way at any reasonable time during business hours upon at least forty eight (48) hours notice, or, in case of emergency, upon demand without prior notice.

7.7 False Statements

Any intentional false or misleading statement or representation in any report required by this Franchise shall be a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to Grantor under this Franchise or otherwise.

SECTION 8. PROGRAMMING AND CHANNEL CAPACITY

8.1 Grantee Compliance

Grantee will provide the broad categories of programming and Channel capacity required in this Franchise, and in all applicable federal, State or local laws, statutes, regulations or standards.

8.2 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Sports programming;
- (C) General entertainment programming;
- (D) Children's programming;
- (E) Information/news programming;
- (F) National and local government programming.

8.3 Obscenity

Grantee or Grantor shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

8.5 Complimentary Cable Service

Grantee, upon written request, shall provide without charge a Standard Installation and one outlet of Basic and Expanded Basic Service to those administrative buildings owned and occupied or leased and occupied by the Grantor, fire station(s), police station(s), libraries and K-12 public school(s) that are within 125 feet aerial or 60 feet underground of its Cable System. In the case of leased facilities, recipient of service is responsible for securing approval for appropriate right of entry suitable to the Franchisee at its sole discretion. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Grantor shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this Section. The Grantee shall not be required to provide an outlet to such buildings where a non Standard Installation is required, unless the Grantor or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith. In the event a competing cable system is providing complementary cable TV services, there is no obligation for Grantee to provide like services.

8.6 New Developments

If there is a new technology which in Grantor's opinion would enhance substantially the quality or quantity of programming available to Subscribers on the System, Grantee shall, at the request of the Grantor, investigate the feasibility of implementing said technology and report to Grantor the results of such investigation.

SECTION 9. EDUCATIONAL AND GOVERNMENTAL ACCESS

9.1 Future Educational and Governmental Programming

Grantor agrees Educational and Governmental Access programming provided on Grantee's system adequately meets the needs of the community. Grantor may, during the term of this franchise, conduct a community needs assessment and conclude Lakewood specific Educational and Governmental Access programming is required. Upon receipt of such written notice, the City and Grantee shall meet to discuss the required programming needs of the City and the ability of Grantee to accommodate them.

9.2 Future Capital Fee

In the event the City and Grantee decide Lakewood specific Educational and Governmental Access programming is required and can be accommodated, and that a Capital Fee for educational and government access Capital expenditures is also required, Grantee shall collect from Subscribers and pay to Grantor a Capital Fee of up to fifty cents (\$.50) per Subscriber per month. Grantor agrees that 47 C.F.R. 76.922 permits Grantee to collect the Capital Fee from Subscribers, In addition, as permitted in 47 C.F.R. 76.985, all amounts paid as the Capital Fee may be separately stated on Subscriber's bills as a government access capital equipment fee.

9.3 Management and Control of Access Channels

In the event 9.2 is implemented, Grantor may authorize a Designated Access Provider to control, operate, and manage the use of any and all Lakewood specific Access facilities provided by Grantee under this Franchise, including without limitation, the operation of Grantor's Access Channels, The Grantor or its designee may formulate rules for the operation of the Lakewood , specific Access Channels, consistent with this Franchise. Nothing herein shall prohibit the Grantor from authorizing itself to be a Designated Access Provider. Grantee shall cooperate with,, Grantor and Designated Access Providers in the use of the System and Lakewood, specific Access facilities for the provision of Access Channels.

9.4 Access Reporting

Upon Grantee's written request the Grantor shall submit a report annually on the use of Lakewood specific Access Channels and Capital Fee. The Grantor shall submit a report to, Grantee within one hundred twenty (120) days of a written request. Grantor may review the records of the City regarding the use of the Capital Fee.

9.5 Change In Technology

In the event Grantee makes any change in the System and related equipment and facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Lakewood specific Access services or programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of Lakewood specific Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. For example, this provision shall apply if Basic Service on the Cable System is converted from an analog to a digital format, such that the Access Channels must also be converted to digital in order to be received by Subscribers to ensure

that the capabilities of Access services are not diminished or adversely affected by such change. For example, this provision shall apply if Basic Service on the Cable System is converted from an analog to a digital format, such that the Access Channels must also be converted to digital in order to be received by Subscribers.

9.6 Access Channels On Lowest Level of Service

AU Lakewood specific Access Channels provided to Subscribers under this Franchise shall be included by Grantee, without limitation, as a part of the lowest level of service.

9.7 Return Lines

After buildout and upon written notice, Grantee shall within 180 days activate return line capable of transmitting video programming to enable the distribution of Lakewood specific Access programming to Subscribers on the Lakewood specific Access Channels. The return line shall run from a location to be determined by Grantor to Grantee's facilities. Grantee shall be responsible for the cost of constructing the first 125' of the return line, and Grantor shall be responsible for the remaining cost to construct the return line to the Grantee's System.

9.8 Technical Quality

The Grantee shall maintain the Lakewood specific Access channels at the same or better level of technical quality and reliability required by this Franchise and all other applicable laws, rules and regulations for other Channels and services. The Grantee shall provide routine maintenance and shall repair and replace, if necessary, all Grantee's transmission equipment, including fiber transmitters and receivers, channel modulators, associated cable and equipment, required to carry a quality signal from the output of the Grantor's Designated Distributor's facilities to the Grantee's facilities for the Lakewood specific Access channels provided under this Franchise.

9.9 Payments to Grantee

After satisfactory completion of work requested by Grantor for which Grantor is to reimburse the Grantee, and upon submission by Grantee, in such form as may be requested by Grantor, of a proper invoice for payment of the cost reasonably incurred and accompanied by such evidence in support thereof as may be reasonably required by Grantor, Grant or agrees to make payment for the cost reasonably incurred up to the estimated cost for the work; provided, however, that all payments shall be subject to adjustment for any amount found upon audit or otherwise to have been improperly invoiced.

All work shall be performed in a cost effective manner to minimize the costs to Grant or Grantee shall permit Grantor to inspect and audit all pertinent books and records of Grantee, and Grantee shall make available for inspection and audit all pertinent books and records of any Person who has performed the work for which costs are being billed to Grantor, so that Grantor may verify the accuracy of costs being billed. Grantee shall supply Grantor with or permit Grantor to make a copy of any books or records, and any portions thereof relating to the cost being billed for such work

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Construction

(A) Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Franchise, Grantee may perform all construction necessary for the operation of its System. All

construction and maintenance of any and all Grantee's facilities within Rights-of-Way shall, regardless of who performs the construction, be and remain Grantee's responsibility.

(B) Prior to beginning any construction Grantee shall provide Grantor with a construction schedule for work in the Rights-of-Ways.

(C) Grantee may make excavations in Rights-of-Way for any facility needed for the maintenance or extension of Grantee's System. Prior to doing such work, Grantee shall apply for, and obtain, appropriate permits from Grantor and give appropriate notices to Grantor. As a condition of any permits so issued, Grantor officials may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, protection of the public and the continuity of pedestrian or vehicular traffic. When obtaining a permit Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities: for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees and franchisees so as to reduce so far as possible the number of Rights-of-Way cuts within the Franchise Area.

(D) In the event that emergency repairs are necessary, Grantee shall immediately;_ notify Grantor of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for, appropriate permits within forty-eight (48) hours after discovery of the emergency.

(E) Repair and Restoration of Property,

- (1) The Grantee shall protect public and private property within the Rights-of-Way from damage.
- (2) If public property is disturbed or damaged, the Grantee shall restore the , property to its former condition. Public right-of-way or other Grantor property shall be restored in a manner and within a timeframe approved by the Grantor's Director of Public Works. If restoration of public right-of-way or other property of the Grantor is not, satisfactorily performed within a reasonable time, the Director of Public Works may, · after prior notice to the Grantee, or without notice where the disturbance or dan l age may create a risk to public health or safety, or cause delay or added expense to a public project or activity, cause the repairs to be made at the Grantee's expense and recover the cost of those repairs from the Grantee. Within forty-five (45) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Granter. If suit is brought by Grantor upon Grantee's failure to pay for repair restoration, the reasonable -costs and expenses of the prevailing party will be paid by the non-prevailing party.

(F) Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require the estimated payment in advance.

10.2 Location of Facilities

Within five (5) business days, unless otherwise specified in Grantee's regulations, after the Grantor or any franchisee, licensee or permittee of the Grantor notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.3 Restoration of Rights-of-Way Grantor Owned Property

(A) Whenever Grantee disturbs the surface of any Rights-of-Way or Grantor owned property for any purpose, Grantee shall promptly restore the Rights-of-Way or Grantor owned property to a condition as good or better than its prior condition in Grantor's sole determination, When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way or Grantor owned property, Grantee shall promptly refill the opening and restore the surface to a condition satisfactory to Grantor.

(B) If Grantee excavates the surface of any Rights-of-Way or Grantor owned property, Grantee shall be responsible for restoration in accordance with applicable regulations of the Rights-of-Way and its surface within the area affected by the excavation. Grantor may, after providing notice to Grantee, refill or repave any opening made by Grantee in the Rights-of- Way or Grantor owned property, and the expense thereof shall be paid by Grantee, Grantor may, after providing notice to Grantee, remove and repair any work done by Grantee which, in the determination of Grantor, does not conform to applicable code. The cost thereof, including the costs of inspection and supervision shall be paid by Grantee. All excavations made by Grantee in Rights-of-Way or on Grantor owned property shall be properly safeguarded for the prevention of accidents. All of Grantee's work under this Franchise, and this Section in particular, shall be done in strict compliance with all rules, regulations and ordinances of Grantor.

10.4 Maintenance and Workmanship

(A) Grantee's System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes or any other property of Grantor, or with any other pipes,wires, conduits, pedestals, structures or other facilities that may have been laid in Rights-of-Way by, or under, Grantor's authority.

(B) Grantee shall provide and use any equipment and appliances necessary to control and carry Grantee's signals so as to prevent injury to Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to _ keep them in good repair and safe and presentable condition.

(C) The Grantee's transmission and distribution system, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to unnecessarily hinder or obstruct the free use of Rights-o'-Way, alleys, bridges or other public property.

(D) Grantee may perform routine maintenance of the cable system on non-arterial streets under a blanket permit issued pursuant to the Lakewood Municipal Code.

10.5 Acquisition of Facilities

Upon Grantee's acquisition of facilities in any Grantor Rights of-Way, or upon the addition or annexation to the Grantor of any area in which Grantee owns or operates any facility, Grantee shall, at Grantor's request, submit to Grantor a statement describing all facilities involved, whether authorized by franchise, .permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such facilities shall immediately be subject to the terms of this Franchise.

10.6 Reservation of Grantor Rights-of-Way Use Rights

(A) Nothing in this Franchise shall prevent Grantor or public utilities from constructing any public work or improvement. If any of Grantee's System interferes with the construction or repair of any Rights-of-Way or public improvement, including construction, repair or removal of a sewer or water main, Grantee's System shall be removed or replaced in the manner Grantor shall direct, and Grantor shall in no event be liable for any damage to any portion of Grantee's System. Any and all such removal or replacement shall be at the expense of Grantee. All such removal or replacement shall be preceded by sixty (60) days written notice or such additional time as may be provided by Grantor. Should Grantee fail to remove, adjust or relocate its facilities by the date established by Grantor's written notice to Grantee, Grantor may effect such removal, adjustment or relocation, and the expense thereof including all reasonable costs incurred by the Grantor due to Grantee's delay shall be paid by Grantee.

(B) The Grantor may remove, replace, modify or disconnect Grantee's facilities and equipment located in the public right-of-way or on any other property of the Grantor in the case of fire, disaster or other emergency.

10.7 Discontinuing Use of Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Grantor allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, Grantor may require Grantee to remove the facility from the Rights of Way or modify the facility to protect the public health, welfare, safety and convenience, or otherwise serve the public interest. Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by Grantor. Until such time as Grantee removes or modifies the facility as directed by Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Rights-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, Access Channel purposes.

10.8 Hazardous Substances

(A) Grantee shall comply with all applicable State and federal laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's System in Rights-of-Way.

(B) Grantee shall maintain and inspect its System located in Rights-of-Way. Upon reasonable notice to Grantee, Grantor may inspect Grantee's facilities in Rights of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

10.9 Undergrounding of Cable

(A) Where electric or telephone utility wiring is installed underground at the time of System construction, or when such wiring is subsequently placed underground, all System lines, wiring and equipment shall also be placed underground with other wireline service at no expense to the Grantor Subscribers. Related System equipment such as pedestals, must be placed in accordance with applicable

code requirements and rules as interpreted by the Grantor's Director of Public Works, In areas where both electric and telephone utility wiring are aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(B) The Grantee shall utilize existing poles and conduit wherever possible.

(C) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person,

(D) The Grantee and the Grantor recognize that situations may occur in the future where the Grantor may desire to place its own cable or conduit for fiber optic cable in trenches or bores opened by the Grantee. In addition, Grantor may wish to avail itself of rights pursuant to RCW 35.99.070. Therefore, if the Grantee upgrades in the future, the Grantee shall submit these plans to the Grantor in accordance with the Grantor's permitting process so that such opportunities may be explored. However, nothing set forth herein shall obligate the Grantee to slow the progress of the upgrade of the System to accommodate the Grantor. In addition, the Grantee agrees to cooperate with the Grantor in any other construction by the Grantee that involves trenching or boring. If sufficient space is reasonably available, the Grantee shall allow the Grantor to lay its cable, conduit and fiber optic cable in the Grantee's trenches and bore,s, provided the Grantor shares in the cost of the trenching and boring on the same terms and conditions as the Grantee at that time shares the total cost of trenches and bores. The Grantor shall be responsible for maintaining its respective cable, conduit and fiber optic cable buried in "" the Grantee's trenches and bores under this paragraph.,

(E) The Grantor shall not be required to obtain easements for the Grantee.

(F) The Grantee shall participate with other providers in joint trench projects to relocate its overhead

10.10 Construction Codes

Grantee shall strictly adhere to all building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables, and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public o. r private property by any Person in the event of such interference-, Grantor may require the removal or relocation of Grantee's lines, cables and other appurtenances from the property in question.

10.11 Construction and Use of Poles

Whenever feasible, Grantee shall use existing poles when the installation of facilities above ground is permitted. In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations the Streets for the purpose of placing, erecting, laying, maintaining, repairing and removing poles, conduits, supports for wires and conductors/and any other facility needed for the maintenance or extension of Grantee's System, pursuant to Grantor's applicable all construction codes and procedures, to include Resolution No. 2018-14 regarding pavement degradation fees. All poles of Grantee shall be erected between the curb and the sidewalk unless otherwise designated by the proper authorities of Grantor, and each pole shall be set whenever practicable at an extension lot line. Grantor shall have the right to require Grantee to change the location of any pole conduit, structure or other facility within Rights-of-Way when, in the opinion of Grantor, the public convenience requires such change, and the expense thereof shall be paid by Grantee.

10.12 Tree Trimming

Upon obtaining a written permit from Grantor, if such a permit is required, Grantee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Rights-of-Way which interferes with the System.

10.13 Standards

(A) All work authorized and required hereunder shall be done in a safe, thorough and workerlike manner. The Grantee must comply with all federal, State and Grantor safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during construction, operation and repair of its System. By way of illustration and not limitation, the Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

(B) Grantee shall ensure that all cable drops are properly bonded to the electrical power ground at the home, consistent with applicable code requirements. All non-conforming or non performing cable drops shall be replaced by Grantee as necessary.

(C) All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices and of sufficient height to comply with all existing Grantor regulations, ordinances and State laws so as not to interfere in any manner with the right of the public or individual property owner and shall not interfere with the travel and use of public places by the public during the construction repair, operation or removal thereof, and shall not obstruct or impede traffic.

(D) In the maintenance and operation of its System in Rights-of-Way, alleys and other public places, and in the course of any new construction or addition to its facilities, the Grantee shall proceed so to cause the least possible inconvenience to the general public; any opening or obstruction in the Rights-of-Way or other public places made by the Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

(E) In the event the Grantor shall relocate a Rights-of-Way, raise or lower a bridge, or make any other changes requiring the removal of utility installations, the Grantee shall remove or relocate its installations at said locations at no cost to the Grantor.

10.14 Stop Work

On notice from Grantor that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by Grantor. The stop work order shall:

- (A) Be in writing;
- (B) Be given to the individual doing the work, or posted on the work site;
- (C) Be sent to Grantee by mail at the address given herein;
- (D) Indicate the nature of the alleged violation or unsafe condition; and
- (E) Establish conditions under which work may be resume

10.15 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with Grantor's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise , and other applicable laws governing the work performed by them.

SECTION 11. CABLE SYSTEM DESIGN AND CAPACITY

11.1 Equal and Uniform Service

The Grantee shall provide access to equal and uniform Cable Service offerings throughout the Franchise Area along public rights-of-way, provided that nothing shall prohibit the Grantee from activating additional Cable Services to Subscribers on a node by node basis during construction of its Cable System.

11.2 Cable System

Grantee shall construct a Cable System that is based upon a fiber-to-the-node system architecture, with fiber optic cable deployed from the Headend through a hub to the node and tying into a hybrid fiber-coaxial system serving Subscribers. Active and passive devices must be capable of passing a minimum of 750 MHz, and the Cable System must be capable of delivering high quality signals that meet, or exceed, FCC technical quality standards regardless of a particular manner in which signal is transmitted. During the term of this Franchise, the Grantee agrees to maintain the Cable System in a manner consistent with or in excess of these specifications.

11.3 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. Grantor shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

11.4 Cable System Performance Testing

- (A) Grantee shall, at Grantee's expense, perform the following tests on its Cable System:
- (1) All tests required by the FCC;
 - (2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise; and
 - (3) All other tests as otherwise specified in this Franchise.
- (B) At a minimum, Grantee's tests shall include:
- (1) Cumulative leakage index testing of any new construction;
 - (2) Semi-annual compliance and proof of performance tests in conformance with generally accepted industry guidelines;
 - (3) Tests in response to Subscriber complaints;

(4) Periodic monitoring tests, at intervals not to exceed six (6) months, of Subscriber (field) test points, the Headend, and the condition of standby power supplies; and

(5) Cumulative leakage index tests at least annually, designed to ensure that one hundred percent (100%) of Grantee's Cable System has been ground or air tested for signal leakage in accordance with FCC standards.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to Grantor upon

(D) The FCC semi-annual testing is conducted in January/February and July/August of each year. If Grantor contacts Grantee prior to the next test period (i.e., before December 15 and June 15 respectively of each year), Grantee shall provide City with no less than seven (7) days prior written notice of the actual date(s) for FCC compliance testing. If Grantor notifies Grantee by the December 15th and June 15th dates that it wishes to have a representative present during the next test(s), Grantee shall cooperate in scheduling its testing so that the representative can be present. Notwithstanding the above, all technical performance tests may be witnessed by representatives of the City.

(E) Grantee shall be required to promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re tested following correction.

11.5 Additional Tests

Where there exists other evidence that in the judgment of Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report if requested, within thirty (30) days after testing. Such report will include:

(A) the nature of the complaint or problem which precipitated the special tests;

(B) the Cable System component tested;

(C) the equipment used and procedures employed in testing;

(D) the method, if any, in which such complaint or problem was resolved;

(E) and any other information pertinent to said tests and analysis which may be required.

SECTION 12. BONDING REQUIREMENT

A) Except with regard to any Facilities that are already in place upon the Effective Date of this Agreement, before undertaking any of the work authorized by this Franchise, the Grantee shall furnish an ongoing performance bond executed by the Grantee and a corporate surety authorized to do surety business in the State of Washington, in a sum to be set and approved by the Public Works Director as reasonably sufficient to ensure performance of Grantee's obligations under this Franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to restore or replace any defective work or materials discovered in the restoration of the Franchise Area within a period of two (2) years from the final City

inspection date of any such restoration. Grantee may meet the obligations of this section with one (1) or more bonds with an -A VII rating or better. In the event that a bond furnished pursuant to this section is canceled by the surety, after proper notice and pursuant to the terms of said bond, the Grantee shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this section.

B) With respect to undertaking any of the work authorized by this Franchise, in the event the Grantee fails to perform its obligations under this Franchise and further fails to cure any deficiency within a reasonable period of time after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by the Grantee pursuant to Section 12(A) to cure such deficiency. Neither the amount of such bond(s) nor the City's use thereof shall limit the City's full recovery from the Grantee of costs incurred by the City to cure such deficiency.

C) In the event the City makes use of such bond(s) furnished by the Grantee pursuant to Section 12 (B) the City shall promptly provide written notice of same to the Grantee. Within thirty (30) days of receipt of such notice, the Grantee shall replenish or replace such bond(s) as provided in Section 12 (A).

D) The rights reserved to the City by this Section 14 are in addition to other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of right under this Section 12 shall constitute an election or waiver of any rights or other remedies the City may have.

SECTION 13. SERVICE EXTENSION

13.1 Service Availability

(A) In general, except as otherwise provided herein, after Buildout, Grantee shall provide Service within seven (7) days of a request by any Person within its Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:

- (1) With no line extension charge except as specifically authorized elsewhere in this Franchise.
- (2) At a non-discriminatory installation charge for a standard installation consisting of a one hundred twenty-five (125) foot drop connecting to an inside wall, with additional charges for non-standard installations computed according to a non-discriminatory method for such installations. adopted by Grantee and provided in writing to Grantor.
- (3) At non-discriminatory monthly rates for all Subscribers, excepting commercial customers, MDU Bulk customers and other lawful exceptions to uniform pricing.

SECTION 14. STANDBY POWER AND EAS

14.1 Standby Power

Grantee shall provide standby power generating capacity at the System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, rated for at least two (2) hours duration, throughout the trunk and distribution networks. In addition, throughout the term of this Franchise Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours.

14.2 Emergency Alert Capability

(A) In accordance with, and at the time required by, the provisions of FCC Regulations, as such provisions may from time to time be amended, BAS activation will be accomplished in compliance with the FCC approved Washington State BAS plan and the Local Area BAS plan that applies to Pierce County, which has already been submitted for approval to the Washington State Emergency Communications Committee (WSECC).

(B) Grantee shall ensure that the EAS system is functioning properly at all times, It will test the BAS system periodically, in accordance with FCC regulations.

SECTION 15. FRANCHISE BREACHES; TERMINATION OF FRANCHISE

15.1 Informal Dispute Resolution

Prior to proceeding with the formal Procedure for Remediating of Franchise Violations process as set forth below (in subsection 15.2), Grantor agrees to provide Grantee informal verbal or- electronic mail notice of any alleged material violation of this Franchise and allow Grantee a reasonable opportunity to cure the violation. If the alleged violation is investigated by Grantee and determined to be valid, Grantee agrees to exert good faith efforts to immediately resolve the matter. However, if the alleged violation is determined by Grantee to be invalid, or outside of Grantee's legal responsibilities, the Grantee promptly shall so advise Grantor. Grantee agrees to, exert good faith efforts to expedite its investigation, determination and communications to Grantor so that the informal resolution process proceeds on an expedited basis. If Grantor believes that Grantee is unreasonably delaying the informal resolution process, it may commence the formal dispute resolution process.

15.2 Procedure for Remediating Franchise Violations

(A) If Grantor believes that Grantee has failed to perform any material obligation under this Franchise, or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

- (1) Respond to Grantor, contesting Grantor's: assertion that a default has occurred, and requesting a hearing in accordance with subsection (B) below;
- (2) Cure the default; or
- (3) Notify Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify Grantor in writing and in detail as to the exact steps. that will be taken and the projected completion date. In such case, Grantor may set a hearing in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion scheduler- and steps are reasonable. Upon five (5) business days' prior written notice, either Grantor or Grantee may call an informal meeting to discuss the alleged default.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3)t or denies the default and requests a hearing in accordance with subsection (A)(1), or Grantor orders a hearing in accordance with subsection (A)(3), Grantor shall set a public hearing to investigate said issues or the existence of the alleged default. Grantor shall notify Grantee of the hearing in writing and such hearing shall take place no less than seven (7) days after Grantee's receipt of notice of the hearing. At the hearing, Grantee shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense. At any such hearing, Grantor shall not unreasonably limit Grantee's opportunity to make a record which may be reviewed should any final decision of Grantor be appealed to a court of competent jurisdiction. The determination as to whether a default or a material breach of this Franchise has occurred shall be within Grantor's sole discretion, but any such determination shall be subject to appeal to a court of competent jurisdiction,

(C) If, after the public hearing, Grantor determines that a default still exists, Grantor shall order Grantee to correct or remedy the default or breach within fourteen (14) days or within such other reasonable time frame as Grantor shall determine. In the event Grantee does not cure within such time to Grantor's reasonable satisfaction, Grantor may:

- (1) Assess and collect monetary damages in accordance with this Franchise;
- (2) Commence procedures to terminate this Franchise ; or,
- (3) Pursue any other legal or equitable remedy available under this Franchise or applicable law.

(D) The determination as to whether a violation of this Franchise has occurred pursuant to this Section herein shall be within the sole discretion of the Grantor or its designee. Any such determination by Grantor shall be accompanied by a record, to which Grantee's contribution shall not be unreasonably limited by Grantor. Any such final determination shall be subject to appeal to a court of competent jurisdiction.

15.3 Alternative Remedies

(A) No provision of this Franchise shall be deemed to bar the right of either party to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement of obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

(B) The Grantor specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection (including complete damage immunity otherwise available to the Grantor, its officers, officials, Councils, boards, commissions, authorized agents, or employees under federal, state, or local law including by example Section 635A of the Cable Act. The Grantee shall not have any monetary recourse against the Grantor, or its officers, officials, Council, Boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision, requirement of this Franchise or the enforcement thereof.

15.4 Assessment of Monetary Damages

(A) Upon completion of the procedures set forth above, and from the date of said violation pursuant to the procedures specified in this Franchise, Grantor may assess against and collect from Grantee

monetary damages in amounts of up to five hundred dollars (\$500.00) per day or the Cities actual damages, whichever is greater, for general construction delays, and up to two hundred dollars (\$200.00) per day for any other material breaches. Grantor may collect the assessment as specified in this Franchise.

(B) Any assessment hereunder shall not constitute a waiver by Grantor of any other right or remedy it may have under this Franchise or applicable law, including its right to recover from Grantee any additional rights or claims Grantor might have to damages, losses, costs and expenses.

(C) The Grantor and the Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the Grantor as a result of the Grantee's breach of this Franchise. Accordingly, instead of requiring such proof, the Grantor and the Grantee agree that the Grantee shall pay to the Grantor the sums set forth above for each day that the Grantee shall be in breach of the specific provisions of this Franchise. Such amounts are agreed by both parties to be a reasonable estimate of the actual damages the Grantor would suffer in the event of the Grantee's breach of such provisions of this Franchise, and are not intended as a penalty.

(D) The Grantee's maintenance of the Security required herein or by applicable code shall not be construed to excuse unfaithful performance by the Grantee of this Franchise; to limit the liability of the Grantee to the amount of the Security; or to otherwise limit the Grantor's recourse to any other remedy available at law or equity.

15.5 Revocation

(A) This Franchise may be revoked and all rights and privileges rescinded if a material breach of the Franchise is not cured pursuant to Section 16.1, or in the event that

- (1) Grantee fails to perform any material obligation under this Franchise;
- (2) Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;
- (3) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;
- (4) Grantee or an Affiliate challenges the legality or enforceability of this Franchise in a judicial or administrative (for example, FCC) proceeding;
- (5) Grantee fails to maintain required business offices as provided above;
- (6) Grantee abandons the System, or terminates the System's operations, except as provided for in Section 2.3(B) herein;
- (7) Grantee fails to restore service to the System after three consecutive days, except as provided for in Section 2.3(B) herein;
- (8) of an outage or interruption in service; except when approval of such outage or interruption is obtained from the Grantor, it being the intent that there shall be continuous operation of the System; or
- (9) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, there is an assignment for the benefit of Grantee's creditors, or all or part of the Grantee's System is sold under an instrument to secure a debt and is not redeemed by Grantee within thirty (30) days from said sale.

(B) Additionally, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Grantee (at the option of the Grantor and subject to applicable law) whether in a receivership, reorganization, bankruptcy or other action or proceeding unless:

(1) The receivership or trusteeship is vacated within one hundred twenty(120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the material terms and provisions of this Franchise; and have remedied all material defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term and provision of this Franchise.

(C) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with Grantor to assume and be bound by all of the term and provisions of this Franchise.

(D) Grantor shall provide Grantee written notice of its intent to consider revocation and hold a hearing in accordance with the provisions of this Franchise. Grantee shall submit any objection to revocation in writing to Grantor, stating with specificity its objections. Grantor shall hear any Persons interested in the revocation, and shall allow Grantee an opportunity to be heard, to cross-examine witnesses, to present evidence and to make all reasonable additions to the hearing record.

(E) Grantor shall determine whether the Franchise shall be revoked. The Grantee may appeal such determination to a court of competent jurisdiction. Such appeal to the appropriate court shall be taken within thirty (30) days of the issuance of the determination of the Grantor. Grantor shall receive notice of any appeal concurrent with any filing to a court of competent jurisdiction.

15.6 Removal

(A) Except as provided for in Section 2.3(B) herein, in the event of termination, expiration or revocation of this Franchise, and after all appeals from any judicial determination are exhausted and final Grantor may order the removal of the System facilities from the Franchise Area at Grantees sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its equipment Any portion of the Facilities that are covered by this Franchise that are also used as an integral part of Grantee's electrical distribution system may, continue to operate notwithstanding the termination expiration or revocation of this Franchise.

(B) If Grantee fails to complete any required removal to the satisfaction of Grantor, Grantor may cause the work to be done, and Grantee shall reimburse Grantor for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of Grantor's expenses and costs, or Grantor may recover its expenses and costs from the Security, or pursue any other judicial remedies for the collection thereof. Any expenses incurred in the collection by Grantor of such obligation shall be included in the monies due Grantor from Grantee, including reasonable attorney fees, court expenses and attributed expenses for work conducted by Grantor's staff or agents.

SECTION 16. ABANDONMENT

16.1 Effect of Abandonment

Except as provided for in Section 2.3(B) herein, if the Grantee abandons its System during the Franchise term, or fails to operate its System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the System or designate another entity to operate the System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor. If the Grantor designates another entity to operate the System, the Grantee shall reimburse the Grantor for all reasonable costs expenses and damages incurred, including reasonable attorney fees, court expenses and attributed expenses for work conducted by Grantor's staff or agents.

SECTION 17. FRANCHISE TRANSFER

17.1 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or - property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the City Council, acting by ordinance or resolution.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an . indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or: misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

- (3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;
- (4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and
- (5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time,

(F) Within Thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to applicable law, and will not be required to file an additional written acceptance. By agreeing to any transfer of ownership, Grantor does not waive any rights in this Franchise.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal; technical and financial qualifications, of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring, The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Preferential or Discriminatory Practices Prohibited

Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color," ethnic or national origin, religion, age, sex, sexual orientation, or physical or mental disability. Throughout the term

of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and rules and , regulations relating thereto.

18.2 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. AU notices. shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Rainier Connect North, LLC d/b/a Lightcurve

PO BOX 639, Eatonville, WA 98328

Attention: Accounting Department

Grantor's address shall be:

City of Lakewood 6000 Main Street SW Lakewood, WA 98499

Attention: City Manager

With copies to:

City of Lakewood 6000 Main Street SW Lakewood, WA 98499

Attention: City Attorney

18.3 Costs to be Borne by Grantee

Grantee shall pay for all costs of publication of this Franchise, and any and all notices prior to not more than two (2) public meetings provided for pursuant to this Franchise.

18.4 Binding Effect

This Franchise shall be binding upon t11e parties hereto, their permitted successors and assigns.

18.5 Authority to Amend

This Franchise may be amended at any time by written agreement between the parties.

18.6 Venue

The Venue for any dispute related to this Franchise shall be with the United States District Court for the Western District of Washington or the Pierce County Superior Court, Tacoma, Washington.

18.7 Governing Law

This Franchise shall be governed in all respects by the laws of the State of Washington.

18.8 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.

18.9 Construction of Franchise

The provisions of this Franchise shall be liberally construed to promote the public interest.

18.10 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

18.11 Waiver

The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of the other party hereafter to enforce the same. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

18.12 Severability

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

18.13 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all other oral negotiations and written agreements between the parties.

18.14 Compliance with Federal, State and Local Laws

The Grantee shall comply with applicable federal, state and local laws, rules and regulations.

18.15 Customer Service Standards

The Grantee shall comply with any applicable customer service standards that are lawfully adopted by Grantor,

18.16 Force Majeure

The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control including war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages, slow downs, or power outages exceeding backup power supplies, work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached as well as unavailability of materials irrespective of cost.

ADOPTED by the City Council this 3rd day of June, 2024.

CITY OF LAKEWOOD

Jason Whalen, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: June 3, 2024	TITLE: Ordinance for adopting Telecommunication Franchise with Lightcurve	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 806 <input type="checkbox"/> RESOLUTION NO. <input type="checkbox"/> MOTION NO. <input type="checkbox"/> OTHER
REVIEW:	ATTACHMENTS: Franchise Agreement	

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

RECOMMENDATION: It is recommended the City Council authorize the Telecommunications Franchise with Lightcurve to ensure uninterrupted provision of telecommunication services (internet access services) to Lightcurve customers in Lakewood.

DISCUSSION: Lightcurve leases certain fiber and coaxial facilities (“Leased Network”) from the City of Tacoma, over which it provides cable television services and other services, such as telecommunications, broadband Internet, and Over-the-Top Video in the City of Lakewood.

In April 2020, Lightcurve assumed the cable television franchise originally entered into between Grantor and the City of Tacoma, Department of Public Utilities, Light Division (“Tacoma Click!”) and began offering cable television and other services as Rainier Connect North.

Rainier Connect North and other affiliates began operating under the d/b/a Lightcurve in November 2023, following the acquisition by Palisade Infrastructure of one-hundred percent (100%) of the equity interests of Mashell, Inc, the parent company of Rainier Connect North.

Lightcurve provides both telecommunication services (internet access) and CATV over the Leased Network. As such, a Telecommunication Franchise is needed to address Lightcurve’s telecommunication services in Lakewood.

The term of the franchise is an initial five years, with up to three five year extensions if agreed upon by both parties, for a potential total of twenty years.

ALTERNATIVE(S): The City Council may elect not enter into a Franchise agreement with Lightcurve for telecommunication services in Lakewood, which will impact provision of these services to Lightcurve telecommunication customers.

FISCAL IMPACT: A 5% franchise fee and 6% utility tax on Lightcurve gross revenues are applicable.

Michael Vargas Prepared by	 City Manager Review
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ORDINANCE NO. 806

AN ORDINANCE OF THE CITY OF LAKEWOOD GRANTING RAINIER CONNECT NORTH, LLC D/B/A LIGHTCURVE, A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE RIGHTS-OF-WAY OF THE CITY OF LAKEWOOD.

WHEREAS, RAINIER CONNECT NORTH, LLC d/b/a LIGHTCURVE, a Washington limited liability company ("Grantee" or "Lightcurve") has requested that the City grant it the right to install, operate and maintain fiber optic and coaxial cable-based telecommunications facilities within the public Rights-of-Way of the City; and

WHEREAS, Grantee already has fiber optic and coaxial cable facilities in place ("Facilities In Place") pursuant to a Cable Television Franchise agreement ("Cable Franchise"), which Cable Franchise shall terminate pursuant to notice in Section 2.3(B) of that agreement upon Lightcurve's termination of provision of traditional cable television services, at which time the Facilities In Place shall become subject to this Franchise; and

WHEREAS, Grantee's Facilities In Place are leased to Grantee pursuant to a lease with the City of Tacoma ("Leased Facilities") and to the extent any provision of this Agreement requires relocation, maintenance, removal, rerouting, undergrounding, excavation, trenching, street vacation or any other work (collectively "Work") to or of such Leased Facilities, all such provisions may require such Work to be performed by the City of Tacoma ("Tacoma Work"), depending on the situation and Grantee's lease agreement with the City of Tacoma, and when such Tacoma Work is required, Grantee shall make commercially reasonable efforts to communicate such requirement to the City of Lakewood and the City of Tacoma; and

WHEREAS, Grantee's Leased Facilities are owned by the City of Tacoma, which may perform certain maintenance work on the Leased Facilities of its own volition, and when City of Tacoma initiates and performs, or will initiate and perform, any maintenance work on the Leased Facilities, Grantee shall make commercially reasonable efforts to communicate promptly such work performed, or to be performed, to the City of Lakewood after Grantee is notified of such work by the City of Tacoma; and

WHEREAS, Grantee may seek to expand its network in the Franchise Area by building its own Facilities ("Owned Facilities"), subject to the applicable provisions of this Agreement; and

WHEREAS, the City Council has the authority under state law to grant franchises for the use of its Rights-of-Way; and

WHEREAS, the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Grantee; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions.

NOW, THEREFORE, The City Council of the City of Lakewood do ordain as follows:

Section 1. Definitions. Where used in this Ordinance and the franchise granted hereby (the "Franchise") these terms have the following meanings:

A. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

B. "City" means the City of Lakewood, a municipal corporation of the State of Washington.

C. "Emergency Situation" means an emergency involving likely loss of life or substantial property damage as determined by City in good faith.

C. "Facilities" means Grantee's fiber optic and coaxial cable telecommunications facilities constructed and / or operated within the City's Rights-of-Way, comprising of Leased Facilities and Owned Facilities and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

D. "Franchise" shall mean the initial authorization or renewal thereof, granted by the City, through this Ordinance, or a subsequently adopted Ordinance, which authorizes construction and operation of the Grantee's Facilities for the purpose of offering Telecommunications Service and other lawful services not prohibited by this Ordinance.

E. "Franchise Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

F. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

G. "Rights-of-Way" means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights-of-way and similar public areas within the City.

H. "Telecommunications Service" means, for purposes of this Agreement, any telecommunications service, telecommunications capacity, Internet access, or dark fiber, provided by the Grantee using its Facilities, either directly or as a carrier for its Affiliates, or any other Person engaged in Telecommunications Services, including, but not limited to, the transmission of voice, data or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading and home shopping, or other subsequently developed technology that carries a signal over fiber optics and/or coaxial cables. Telecommunications Service shall also include non-switched, dedicated and private line, high capacity fiber optic and coaxial cable transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Telecommunications Service shall not include the provision of "cable services" offered over a "cable system", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Franchise Area and Authority Granted.

A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across rights-of-way in the Franchise Area for purposes of telecommunications service as defined in RCW 82.04.065, but excepting RCW 82.04.065(27)(f) for purposes of this Franchise, and including Internet access service for purposes of this Franchise.

B. Permission Required to Enter Onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Grantee to go upon any other public place other than Rights-of-Way within the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City.

C. Compliance with WUTC Regulations. At all times during the term of the Franchise, Grantee shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission.

Section 3. Construction and Maintenance.

A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with Lakewood Municipal Code ("LMC") and so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress

to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Grantee shall obtain prior approval from the City of Lakewood Public Works Department, pay the applicable permit fees, to possible include the pavement degradation fee per Resolution No. 2018-14, and obtain any necessary permits for the excavation work pursuant to LMC. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the Lakewood Municipal Code and City of Lakewood Engineering Standards Manual. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the LMC and City Engineering Standards, the City may, on five (5) business days' written notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition if Grantee has not restored the excavation to a safe condition within the five-day notice period. In the event City must perform the restoration after the five-day notice period, Grantee shall pay to the City the reasonable cost of such work.

B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) business days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition if Grantee has not repaired the surface or subsurface failure to a safe and acceptable condition within the five-day notice period. In the event City must perform the repair after the five-day notice period, Grantee shall pay the reasonable cost of such work to the City.

C. In the event of an Emergency Situation, Grantee may commence such emergency and repair work as required under the circumstances, provided that Grantee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Grantee in writing as promptly as possible under the circumstances.

D. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 4. Location and Relocation of Facilities.

A. Grantee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities. If Grantee seeks to place new Facilities where there are no existing underground telecommunications or cable facilities and no above-ground utility poles, Grantee shall seek approval from the City to place Facilities in new underground locations or new poles as warranted.

B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other

public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each right-of-way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular right-of-way, Grantee

shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its Facilities as ordered by the City, pursuant to notice as set forth in RCW Chapter 35.99.060(2), at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 5, Grantee agrees to protect and save harmless the City from any third party claims for service interruption or other losses in connection with any such change or relocation other than City's negligence or willful misconduct.

D. If the City determines that a project necessitates the relocation of the Grantee's existing Facilities, then:

1. Within a reasonable time, which shall be no less than ninety (90) days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that, in the event of an Emergency Situation beyond the control of the City and which will result in severe financial consequences to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;

2. The City shall provide the Grantee with copies of information for such improvement project and a proposed location for the Grantee's Facilities so that Grantee may relocate its Facilities in other Rights-of-Way in order to accommodate the project; and

3. The Grantee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project at least ten (10) business days prior to commencement of the project. In the event of an Emergency Situation as described in this Section, the Grantee shall relocate its Facilities within the reasonable time period specified by the City.

E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section.

F. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the City, where the Facilities to be constructed

by said Person or entity are not or will not become City-owned, operated or maintained Facilities; provided, that such arrangements shall not unduly delay a City construction project.

G. The Grantee shall indemnify, hold harmless and pay the costs of defending the City against any and all third party claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Grantee to relocate its Facilities in a timely manner; provided, that the Grantee shall not be responsible for damages due to delays caused by the City or circumstances beyond the reasonable control of the Grantee.

H. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

I. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

Section 5. Indemnification.

A. Grantee shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of Grantee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Grantee in the Franchise; *provided, however,* such indemnification shall not extend to injury or damage caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, it shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

Section 6. Default.

A. If Grantee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Grantee a written order to comply within thirty (30) days from the date such order is received by Grantee. If Grantee is not in compliance with the Franchise after expiration of the thirty (30) day period, the City may act to

remedy the violation and may charge the reasonable costs and expenses of such action to Grantee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If any failure to comply with the Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period, then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee works promptly and diligently to effect such compliance. During such a period, if Grantee is not in compliance with the Franchise, and is not proceeding with due diligence in accordance with this section to correct such failure to comply, then the City may in addition, by ordinance and following written notice to Grantee, declare an immediate forfeiture of the Franchise and all of Grantee's rights and obligations thereunder.

B. In addition to other remedies provided in this Franchise or otherwise available at law, if Grantee is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Grantee Right-of-Way use permits until compliance is achieved.

Section 7. Nonexclusive Franchise.

A. The Franchise granted by this Ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 8. Franchise Term.

A. The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be five (5) years from the effective date of this Franchise. Absent six months' written notice of a desire to prevent renewal by either party to the other, the Franchise and the Agreement shall automatically renew, in the same form and under the same terms and conditions existing on the expiration date for an additional five-year term. There may be up to three (3) such renewals, not to exceed a total, between the original term and extensions, of twenty (20) years.

B. If the City and Grantee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

C. Grantee may terminate this Franchise upon six-months' written notice to City at any time during any five-year term provided for in Section 8.A. above, if providing notice that Grantee will terminate provision of telecommunications and telecommunications service, as set forth herein.

Section 9. Compliance with Codes and Regulations.

The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Lakewood, as they now exist or may hereafter be amended, including but not limited to the provisions of Lakewood Municipal Code. Nothing in this Ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

A. In the event that any territory served by Grantee is annexed to the City after the effective date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

B. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will negotiate in good faith with the City to amend the Franchise to expand the revenue base on which such tax is applied.

Section 10. Undergrounding.

A. New Facilities shall be installed underground pursuant to Section 4 of the Franchise. Grantee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Grantee will cooperate with the City in the undergrounding of Grantee's existing Facilities within the Franchise Area. If during the term of the Franchise, the City shall direct Grantee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in RCW Chapter 35.99. Grantee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any street improvement which would otherwise require relocation of Grantee's above-ground Facilities, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities.

Section 11. Record of Installations and Service.

A. With respect to excavations by Grantee and the City within the Franchise Area, Grantee and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable state or federal law.

B. Upon written request of the City, Grantee shall provide the City with the most recent update of any plan of potential improvements to its Facilities within the Franchise Area, if available; provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area

C. Grantor agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, Grantor shall, so far as consistent with applicable law advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. If Grantee believes that the disclosure of such documents by Grantor would interfere with Grantee's rights under federal or state law. Grantee shall institute an action in the Pierce County Superior Court to prevent the disclosure by Grantor of such documents, Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify and hold Grantor harmless from any claim or judgment including, but not limited to, any penalties or costs under RCW 42.17.

D. As-built drawings and maps of the precise location of any Facilities placed by Grantee in any Rights-of-Way shall be made available by Grantee to the City within ten (10) business

days of the City's written request. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

Section 12. Shared Use of Excavations and Trenches.

A. If either the City or Grantee shall at any time after installation of the Facilities plan to make excavations in the area covered by the Franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such an excavation, provided *that*: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. In addition, pursuant to RCW 35.99.070, the City may request that Grantee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Grantee shall recover its incremental costs of providing such facilities to the City.

B. The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Grantee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an Emergency Situation will not be subject to five (5) year street trenching moratoria.

C. The City reserves the right to require Grantee to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

Section 13. Insurance.

A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise by Grantee, its agents, representatives or employees in the amounts and types set forth below.

1. Commercial General Liability insurance with limits no less than \$5,000,000 combined single limit for bodily injury (including death) and property damage, including premises operation, products and completed operations and explosion, collapse and underground coverage extensions;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$3,000,000 for each accident for bodily injury and property damage; and

3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000 for each accident/disease/policy limit or as required by law.

B. Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

E. Grantee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 14. Bonding Requirement

A. Except with regard to any Facilities that are already in place upon the Effective Date of this Agreement, before undertaking any of the work authorized by this Franchise, the Grantee shall furnish an ongoing performance bond executed by the Grantee and a corporate surety authorized to do surety business in the State of Washington, in a sum to be set and approved by the Public Works Director as reasonably sufficient to ensure performance of Grantee's obligations under this Franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to restore or replace any defective work or materials discovered in the restoration of the Franchise Area within a period of two (2) years from the final City inspection date of any such restoration. Grantee may meet the obligations of this section with one (1) or more bonds with an -A VII rating or better. In the event that a bond furnished pursuant to this section is canceled by the surety, after proper notice and pursuant to the terms of said bond, the Grantee shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this section.

B. With respect to undertaking any of the work authorized by this Franchise, in the event the Grantee fails to perform its obligations under this Franchise and further fails to cure any deficiency within a reasonable period of time after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by the Grantee pursuant to Section 14(A) to cure such deficiency. Neither the amount of such bond(s) nor the City's use thereof shall limit the City's full recovery from the Grantee of costs incurred by the City to cure such deficiency.

C. In the event the City makes use of such bond(s) furnished by the Grantee pursuant to Section 14 (B) the City shall promptly provide written notice of same to the Grantee. Within thirty (30) days of receipt of such notice, the Grantee shall replenish or replace such bond(s) as provided in Section 14 (A).

D. The rights reserved to the City by this Section 14 are in addition to other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or

exercise of right under this Section 14 shall constitute an election or waiver of any rights or other remedies the City may have.

Section 15. Street Vacation.

A. If any public Rights-of-Way or' portion thereof used by Grantee is to be vacated during the term of this Franchise, unless as a condition of such vacation the Grantee is granted the right to continue its Facilities in the vacated public Rights-of-Way, Grantee shall, without delay or expense to the City, remove its Facilities from such public Rights-of-Way, and restore, repair or reconstruct the public Rights-of-Way where such removal has occurred, and place the public Rights-of-Way in such condition as may be required by the City.

Section 16. Assignment.

A. All of the provisions, conditions, and requirements herein contained shall be binding upon Grantee, and no right, privilege, license or authorization granted to Grantee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold. Notwithstanding the foregoing, Grantee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.

B. Grantee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that:* Grantee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.

Section 17. Abandonment and Removal of Facilities.

A. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Owned Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Public Works Director; *provided however,* that removal of any Leased Facilities may be subject to, limited by, or prohibited by Grantee's lease agreement with the City of Tacoma; *provided however,* that the City may permit the Grantee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of any Owned Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Owned Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; *provided however,* that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Owned Facilities through judicial action when the City has not permitted the Grantee to abandon said Owned Facilities in place.

Section 18. Dangerous Conditions. Authority for City to Abate.

A. In the event that Grantee's Facilities or operations cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of the Franchise Area or public or private property adjacent thereto, the Public Works Director may direct

Grantee, at no charge or expense to the City, to promptly take such action as may be reasonably necessary to resolve such condition to eliminate such endangerment. Such directive may include compliance within a prescribed period of time.

B. In the event Grantee fails to promptly take action as directed by the City pursuant to Section 18 (A), or fails to fully comply with such direction, or if an Emergency Situation exists which requires immediate action to prevent imminent injury or damage to persons or property, the City may take action as it reasonably believes is necessary with respect to Grantee's Facilities or operations to protect persons or property and in such event Grantee shall be responsible to reimburse the City for its costs incurred in so doing.

Section 19. Miscellaneous.

A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

B. Grantee shall pay for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$2,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement or other document, the provisions of the Franchise shall control.

C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. 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.

D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

E. Grantee will provide contact information to the City for purposes of including the Grantee in any coordination with local utility providers.

Section 20. Notice.

A. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City of Lakewood: Public Works Director City of Lakewood 6000 Main Street SW Lakewood, WA 98499-5027	Grantee: Rainier Connect North, LLC d/b/a Lightcurve PO BOX 639, Eatonville WA, 98328 Attn: Accounting Department
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Notice shall be deemed given upon receipt in the case of personal delivery, three (3) business days after deposit in the United States Mail in the case of regular mail, or the next business day in the case of overnight delivery.

Section 21. Alteration of Franchise.

A. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provisions of this Section.

B. At any time during the term of this Franchise, the City or Grantee may request, by written notice, that the other promptly participate in negotiations to alter, amend or modify the terms and conditions of this Franchise.

C. Within a reasonable time after receipt of the notice, the City and Grantee shall, at a mutually agreed-upon time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Grantee shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor Grantee shall be obligated to agree to any proposed alteration, amendment or modification. Further, no rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or Grantee to agree to any proposed alteration, amendment or modification.

D. Neither the City nor Grantee shall be obligated to continue negotiations after the expiration of ninety (90) days from the date they commence such negotiations; provided, however, the City and Grantee may agree to continue such negotiations for an additional period of time.

E. Any alteration, amendment or modification to which the City and Grantee agree shall be submitted to the legislative authority of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that, unless Grantee properly files a written notice of acceptance within sixty (60) days of its effective date, the ordinance shall not be effective and this Franchise shall not be altered, amended or modified. To the extent permitted by law, the party proposing the alteration, amendment or modification shall bear all actual administrative costs directly related to approval thereof.

F. It is the understanding of the parties that this franchise is limited to facilities necessary to provide Telecommunications Service. The parties to this agreement acknowledge that if the Grantee endeavors to provide services or utilities beyond the scope of this agreement, such

additional services or utilities may be added to this franchise only by written addendum. Additional services or utilities may be subject to franchise fees, and state or local taxes as allowed by law.

Section 22. Effective date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect thirty (30) days from and after its passage by the Lakewood City Council and publication in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

ADOPTED by the City Council this 3rd day of June, 2024.

CITY OF LAKEWOOD

Attest:

Jason Whalen, Mayor

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

June 3, 2024

REVIEW:

May 13, 2024

May 20, 2024

TITLE: A Resolution for the proposed City of Lakewood Six Year (2025-2030) Comprehensive Transportation Improvement Program (TIP)

ATTACHMENTS:
Resolution

TYPE OF ACTION:

ORDINANCE
 RESOLUTION 2024-09
 MOTION
 OTHER

SUBMITTED BY: Weston Ott, Interim Public Works Engineering Director

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2024-09.

DISCUSSION: A discussion of the proposed Transportation Improvement Program (TIP) update was considered at the study session on May 13, 2024. All discussed updates are in the attached proposed TIP which has been made available for public review. The City Council held a public hearing on May 20 for public comment on the proposed TIP. No comments beyond those that expressed their opinion unrelated to the TIP at the public hearing were received.

ALTERNATIVE(S): The Council can decide to not add the proposed additions and direct PWE to submit the prior 2024-2029 TIP to the Secretary of the Washington Department of Transportation.

FISCAL IMPACT: The Transportation Improvement Plan does not have any fiscal impacts by itself. It is a planning document and does not obligate funds. The TIP is not required to be fiscally balanced and decisions on initiating projects comes with the adoption of the City's Capital Improvement Program as a part of the biennial budget.

Troy Pokswinski, P.E.

Prepared by

Weston Ott, P.E.

Interim Department Director


City Manager Review

RESOLUTION NO. 2024-09

A RESOLUTION of the City Council of the City of Lakewood, Washington, adopting the Six-Year (2025-2030) Comprehensive Transportation Improvement Program.

WHEREAS, pursuant to Section 35.77.010 of the Revised Code of Washington, cities are required to adopt and annually update a six-year Transportation Improvement Program as part of a coordinated transportation program; and

WHEREAS, a public hearing was held before the Lakewood City Council at a meeting on May 20, 2024, to hear and receive public comment on the proposed, amended six-year program; and

WHEREAS, the 2025-2030 Program was developed under the guidance of the City Council and was made available on the City's website. A request for public comment on the 6-yr TIP was also made in the News Tribune soliciting comments prior to the public hearing; and

WHEREAS, after considering all of the information presented the City Council finds that prioritized road and street capital improvement projects are essential to proper planning and the improvement of transportation within the City, and that planning as provided under the RCW is necessary to obtain available state and federal funding.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD,
WASHINGTON HEREBY RESOLVES, as Follows:

Section 1. That the Six-Year Comprehensive Transportation Improvement Program for 2025 through 2030, a copy of which is attached hereto and incorporated by reference, is adopted, and that the City Council authorizes the City Manager or designee to use the same in applications for grant funding for transportation related projects, and further authorizes the City Manager or designee to apply for such grants based thereon.

Section 2. That this Resolution shall be in full force and effect upon passage and signatures herein.

PASSED by the City Council this 3rd day of June, 2024.

CITY OF LAKEWOOD

Jason Whalen, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney



City of
Lakewood

CITY OF LAKEWOOD
AMENDED SIX-YEAR COMPREHENSIVE
TRANSPORTATION IMPROVEMENT PROGRAM
2025-2030
-- FINAL: 6/3/2024 --

PREFACE

Chapters 35.77.010 of the Revised Code of Washington (RCW) provide that each city shall annually update its Six-Year Comprehensive Transportation Program (Program) and file a copy of the adopted Program with the Secretary of the Washington State Department of Transportation (WSDOT) by July 1 of each year. The Program is necessary to allow cities and counties to obtain State and Federal funding. For a project to obtain funding, it must appear in the agency's current Program.

The Program is based upon anticipated revenues versus desirable projects. There are always more projects than available revenues. Therefore, a primary objective of the Program is to integrate the two to produce a comprehensive, realistic program for the orderly development and preservation of our street system. It is also important to note that the adoption of the Program does not irreversibly commit the City of Lakewood to construct the projects. The Program may at any time be revised by a majority of the City Council, but only after a public hearing.

CONSISTENCY WITH LAND USE MANAGEMENT PLAN

The State's Growth Management Act (GMA) requires local governments to develop and adopt comprehensive plans covering land use, housing, capital facilities, utilities, and transportation. These comprehensive plans must balance the demands of growth with the provision of public facilities and services and transportation facilities and services. The City of Lakewood was required to develop and adopt a comprehensive plan that is in conformance with the requirements of the GMA.

The City of Lakewood has, as part of its Comprehensive Plan, a Transportation Element with a Master Goal to "Ensure that the transportation and circulation system is safe, efficient and serves all segments of the population and reduces reliance on single-occupant vehicles and increase use of other modes of transportation."

Specific goals include the following.

1. To provide a safe, comfortable, and reliable transportation system.
2. To reduce consumption of energy through an efficient and convenient transportation system.
3. To enhance options for future improvements to the transportation system by taking advantage of advances in technology and transportation research.
4. To keep travel times for people and goods as low as possible.

5. To emphasize the movement of people and goods, rather than vehicles, in order to obtain the most efficient use of transportation facilities.
6. To establish a minimum level of adequacy for transportation facilities through the use of consistent and uniform standards.
7. To protect the capital investment in the transportation system through adequate maintenance and preservation of facilities.

The projects in the Six-Year Comprehensive Transportation Program are intended to conform to the goals within the City's Comprehensive Plan.

GRANT APPLICATIONS AND LEVERAGING LOCAL DOLLARS

The need to leverage local dollars through grant applications is very important to the City, especially in light of the decrease in funding available for transportation related capital improvements. The intent of this Program is not only to list and program projects for funding, but to establish City Council approval to submit grant applications on those projects contained in the Program.

FUNDING SOURCES

A. Motor Vehicle Fuel Tax Funds

The Motor Vehicle Fuel Tax Funds have been programmed to provide matching funds for federal aid and urban arterial projects and for projects to be implemented with Motor Vehicle Fuel Tax Funds only.

By law, each city receives a proportionate share of the total state motor vehicle fuel tax. Money received is a monthly allocation based on population. The dollars shown in this year's Program reflect the revenues from this source expected to be received by the City of Lakewood.

B. Federal Aid Funding Programs

Each of the Federal aid programs listed below has specific requirements a project must meet to qualify for funding under the individual program. For a project to receive funding from any of these sources it must compete with other public agency projects.

On November 15, 2021, President Biden signed the Infrastructure Investment and Jobs Act (IIJA). The Act authorizes \$550 billion over fiscal years 2022 through 2026 in new Federal investment in infrastructure, including roads, bridges, and mass transit, water infrastructure, resilience and broadband. The ACT essentially continues with several specific funding programs that were funded under the previous Federal Transportation program (FAST Act). These include the following:

1. STP Surface Transportation Program: This is a regionally competitive program.
2. CMAQ Congestion Mitigation and Air Quality: This is a regionally competitive program intended for projects that significantly improve air quality.
3. HSIP Highway Safety Improvement Program: Statewide competition for federal funds targeted at safety improvements at high accident locations.
4. TAP Transportation Alternatives Program: This is a regionally competitive program and focuses on pedestrian and bicycle facilities (on and off road); safe routes to schools, etc.; and other non-highway focused programs.

Much of the above said Federal grant funds are funneled through the regional MPOs which for Lakewood that's Puget Sound Regional Council (PSRC). PSRC has its next call for projects for 2024 where roughly \$180,000,000 in grant funding is available throughout its four-county region. Typically, Lakewood projects are most competitive at County Wide level where we will compete against all other Pierce County agencies for approximately \$24M (2024).

C. Washington State Transportation Improvement Board (TIB)

The TIB has several statewide competitive programs which use criteria developed by the TIB for prioritization of projects. The two TIB programs in which the City can compete are as follows:

1. UAP Urban Arterial Program. This program is for arterial street construction with primary emphasis on safety and mobility.
2. SP Sidewalk Program. This program is for the improvement of pedestrian safety, and to address pedestrian system continuity and connectivity.
3. Complete Streets. The Complete Streets Award is a funding opportunity for local governments that have adopted complete streets ordinance.

D. Community Development Block Grants (CDBG)

This is a program to provide physical improvements within low-income census tracts or to promote economic development within the City. Through the years 2025-2029 it is anticipated that a minimum of \$250,000 (on average) per year will be made available for pavement preservation, street lighting, and pedestrian improvements in eligible neighborhoods.

E. City Funding Sources

1. Real Estate Excise Tax (REET). This funding source comes from the two ¼% REET's charged by the City on the sale of real estate within the City limits. The City's REET is restricted to funding capital, including transportation and related debt service. Revenue from REET has averaged \$3,522,660 between 2019 and 2023, the REET is estimated at \$2.3 annually.
2. General Fund Transfer In. This funding source comes from several different sources that make up the General Fund revenue including property tax, sales tax, and utility tax and fees. The Street Capital Projects Fund is budgeted to receive approximately \$700,000 annually (on average) over the next 5 years in support of the pavement preservation program.
3. Transportation Benefit District (TBD). In 2014, the TBD Board implemented a \$20 per vehicle tab fee to provide funds toward a specific list of pavement preservation projects. The anticipated revenue is approximately \$835,000 per year. In 2021 the City Council authorized the use of this revenue stream to purchase bond funds in order to construct seven (7) projects eligible for TBD funding but unlikely to garner outside grant agency funding.
4. General Obligation bonds: A general obligation bond (GO) is a municipal bond backed by the credit and taxing power of the issuing jurisdiction.
5. Downtown Plan Trip Mitigation Fee Policy: All businesses in the subarea plan that generate new PM Peak Hour trips as determined by the most recent edition of the ITE Trip Generation Manual, will be charged a Transportation Mitigation Fee (TMF).

F. Washington State Department of Transportation

1. Pedestrian and Bicycle Program: This is a statewide competitive program specifically oriented toward the elimination of hazards to pedestrians and bicyclists. The program focus for “complete streets” is for “Main Street” urban arterials and corridors.
2. Safe Routes to Schools Program: This is a statewide competitive program specifically oriented toward pedestrian and bicycle safety near schools.
3. Surface Water Management Program:

The City’s Surface Water Management (SWM) Program pays for all drainage facilities constructed in conjunction with street improvements. The revenue from SWM is directly related to the amount of capital improvement projects constructed.

PROJECT NUMBERING SYSTEM

Project numbers were revised to match the City's CIP Budget 2021/2022 using City's BARS numbering system for consistency. Most sections of the Program will have non-sequential project numbering, as projects are completed and removed from the list. Projects carried forward from previous year(s) retain the same project numbers from the previous year(s). Some projects will have the same numbering if they are part of a larger project that hasn’t been fully funded.

BUDGET DOLLARS

Costs shown are planning level estimates and are reflected in each year as FY20xx dollars, with 4% inflation per year to year of anticipated expenditure with a base established previously for 2024.

2024	2025	2026	2027	2028	2029	2030
1.00	1.040	1.0816	1.1249	1.1699	1.2167	1.2653

Note: Compounded Inflation Multiplier does not apply to grant amounts, these are fixed based upon the grant award.

Amended Six Year Comprehensive Transportation Program: 2025 - 2030

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 1	Description	Base Cost 2024	Sources	2025	2026	2027	2028	2029	2030	2025-2030
ROADWAY IMPROVEMENTS										
302.0073 150th Street Corridor Capacity - Murray Road to Woodbrook Drive	Provide capacity for Woodbrook Industrial development: widening of 150th Street; bike/pedestrian facilities; structural pavement section improvements		City Grant Other							0 0 0
		5	Total	0	0	0	0	0	0	0
302.0075 Mt Tacoma Dr. SW - Interlaaken to Whitman Ave SW	Provide curb and gutter, sidewalk and a shared travel/bike lane on one side of Mt. Tacoma Dr. SW and Motor Ave. SW.	3,950	City Grant Other	395	3555					3,950 0 0
		3,950	Total	395	3,555	0	0	0	0	3,950
302.0076 Gravelly Lake Non-Motorized Trail - Phase 2 (Nyanza Road: GLD to GLD)	Provide non-motorized path around Gravelly Lake along Nyanza Drive. Existing roadway cross section shifted to outside and overlaid. Lighting.	4,450	City Grant Other	4,000						4,000 0 0
		4,450	Total	4,000	0	0	0	0	0	4,000
302.0084 Interlaaken Drive SW Non-Motorized Improvements - Short Lane to Holly Hedge Ln. SW	Provide curb and gutter, sidewalk and a shared travel/bike lane on one side of Interlaaken Dr.		City Grant Other							0 0 0
		6,488	Total	0	0	0	0	0	0	0
302.0092 Steilacoom Blvd. - Custer Rd SW to Gravelly Lake Drive SW	Curbs, gutters, sidewalks, street lighting on both sides from BPW to Fairlawn. Overlay BPW to GLD.		City Grant Other							0 0 0
		5,352	Total	0	0	0	0	0	0	0
302.0096 Union Avenue - W. Thorne to Spruce Street	Widen to add turn lane, shared bike/travel lane, sidewalks, street lighting on north side of the road.	3,540	City Grant Other							0 0 0
		3,540	Total	0	0	0	0	0	0	0
302.0097 Lakewood Station - Non-Motorized Access Improvements (115th Ct. SW to Pedestrian Crossing at Kendrick St. SW)	Curb, gutters, sidewalks, and street lighting improvements per Lakewood's 2009 Non-Motorized Transportation Plan and Sound Transit Access Improvement Study.	1,622	City Grant Other		1,622					0 1,622 0
		1,622	Total	1,622	0	0	0	0	0	1,622
302.0109 Phillips Rd. Sidewalks and Bike Lanes - Agate to Steilacoom Blvd. (east side of roadway)	Provide for curb and gutter, sidewalk, street lighting, bike facilities, storm drainage, striping, and pavement overlay.		City Grant Other							0 0 0
		2,887	Total	0	0	0	0	0	0	0
302.0111 Kendrick from 111th St. SW to 108th St. SW Roadway Improvements	Provide for curb and gutter, sidewalk, street lighting, bike facilities, storm drainage, striping, and pavement rebuild. Sound Transit to Fund via Access Imp.	1,200	City Grant Other		1,200					0 1,200 0
		1,200	Total	0	1,200	0	0	0	0	1,200

Amended Six Year Comprehensive Transportation Program: 2025 - 2030

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 1 ROADWAY IMPROVEMENTS	Description	Base Cost 2024	Sources	2025	2026	2027	2028	2029	2030	2025-2030
302.0113 Military Rd. SW - Edgewood Dr. SW to Farwest Dr.	curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay. Connects Military Rd. to sidewalks as part of development on Military Rd. and Farwest.	505	City			505				505
		3,235	Grant			3235				3,235
		0	Other							0
		3,740	Total	0	0	0	0	0	0	3,740
302.0114 112th Sidewalks - Gravelly Lk. Dr. SW to Bridgeport Way SW	curb, gutter, sidewalks, bike lanes, street lighting, drainage, overlay. Sound Transit to Fund via Access Imp.	2,645	City							0
		2,645	Grant	2645						2,645
		0	Other							0
		2,645	Total	0	0	0	0	0	0	2,645
302.0115 Davisson Rd. SW and Highland Ave SW - 112th St. SW to 108th St. SW	curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay. Sound Transit to Fund via Access Imp.	1,881	City							0
		1,881	Grant				181	1,700		1,881
		0	Other							0
		1,881	Total	0	0	0	181	1,700	0	1,881
302.0116 Custer Rd. SW - Bridgeport Way to Lakewood Dr. (East City Limits/74th St.)	curb, gutter, sidewalks, bike facilities, street lighting, drainage, road reconstruction, utility relocation	66	City	66						66
		3,653	Grant	3,653						3,653
		0	Other							0
		3,719	Total	3,719	0	0	0	0	0	3,719
302.0118 Lakewood Drive - Custer/74th to N. City Limits	Traffic signal replacement, ADA upgrades, new sidewalk, storm drainage upgrades, and hot mix asphalt paving	1,230	City							0
		1,230	Grant							0
		0	Other							0
		1,230	Total	0	0	0	0	0	0	0
302.0120 Tye Park School Sidewalks - Seminole Rd. SW	Intersection upgrades and sidewalks to school	616	City							0
		616	Grant							0
		0	Other							0
		616	Total	0	0	0	0	0	0	0
302.0121 112th Sidewalks - Farwest Dr. SW to Butte Dr. SW	curb, gutter, sidewalks, bike lanes, street lighting, drainage, overlay	141	City	141						141
		1,008	Grant	1,008						1,008
		0	Other							0
		1,149	Total	1,149	0	0	0	0	0	1,149
302.0122 47th Ave. SW Sidewalks - Clover Creek to Pacific Hwy. SW	curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay. Sound Transit to Fund via Access Imp.	1,428	City							0
		1,428	Grant							0
		0	Other							0
		1,428	Total	0	0	0	0	0	0	0
302.0131 Custer Rd. SW - Bridgeport Way SW to Steilacoom Blvd. SW	Curb, gutter, sidewalk, roadway widening, turn pockets, pedestrian ramps, signage, and striping.	957	City							0
		957	Grant	957						957
		0	Other							0
		3,059	Total	957	0	0	0	0	0	957

Amended Six Year Comprehensive Transportation Program: 2025 - 2030

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 1 ROADWAY IMPROVEMENTS	Description	Base Cost 2024	Sources	2025	2026	2027	2028	2029	2030	2025-2030
302.0136 100th - 59th Ave. to South Tacoma Way	Curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay.	610	City	40		570				610
		3,908	Grant	258		3,650				3,908
		0	Other							0
		4,518	Total	298	0	4,221	0	0	0	4,519
302.0141 104th St. SW - Short Ln. to Lake Louise Dr.	Curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay.		City							0
		4,677	Grant							0
		0	Other							0
		4,677	Total	0	0	0	0	0	0	0
302.0144 146th St. SW: Woodbrook Dr. SW to Murray Rd. SW Industrial Road Section	Curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay.		City							0
			Grant							0
			Other							0
		2,884	Total	0	0	0	0	0	0	0
302.0146 Downtown Plan - Green Street Loop - Gravelly Lake Dr., 59th Ave., Main St., Mt. Tacoma Dr., and Bridgeport Way	Downtown loop with full Green Street Amenities		City							0
			Grant							0
			Other							0
		23,427	Total	0	0	0	0	0	0	0
302.0147 59th Ave. SW and Towne Center Blvd. SW	Curb, gutter, sidewalks, street lighting, drainage, and paving		City							0
		3,243	Grant							0
		0	Other							0
		3,243	Total	0	0	0	0	0	0	0
302.0148 100th St. SW / Bridgeport Way SW - Add westbound right turn pocket	Curb, gutter, sidewalks, drainage, and paving		City							0
		843	Grant							0
		0	Other							0
		843	Total	0	0	0	0	0	0	0
302.0150 Lake Louise Loop Patching and Road Restoration - Lake Louise Dr. SW and 101st St. SW	Roadway patching and repair, sidewalk, signage, markings, and striping.		City							0
		2,001	Grant							0
		0	Other							0
		2,001	Total	0	0	0	0	0	0	0
302.0152 Oakbrook Non-Motorized Loop - Onyx Dr. SW/97th Ave SW to Zircon Dr. SW Zircon Dr. SW to Onyx Dr. SW/Phillips Rd. SW Coral Ln. SW/Amber Dr. SW: Onyx Dr. SW and Zircon Dr. SW	Curb, gutter, sidewalks, shared use path, turn lanes, street lighting, drainage, overlay. Total length 3.3 miles.	15,570	City							0
		15,570	Grant							0
		0	Other							0
		15,570	Total	0	0	0	0	0	0	0
302.0155 Edgewater Dr./Waverly Dr. SW - Steilacoom Blvd. SW to Mt. Tacoma Dr. SW	Curb, gutter, sidewalks, bike facilities, parking, street lighting, drainage, road rebuild. Total length 0.6 miles.		City							0
		3,243	Grant							0
		0	Other							0
		3,243	Total	0	0	0	0	0	0	0

Amended Six Year Comprehensive Transportation Program: 2025 - 2030

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 1 ROADWAY IMPROVEMENTS	Description	Base Cost 2024	Sources	2025	2026	2027	2028	2029	2030	2025-2030
302.0158 Interlaaken Dr. SW - 112th St. SW to Washington Blvd. SW	Curb, gutter, sidewalks, shared use path, street lighting, drainage, pavement overlay and widening. Total length 0.5 miles.	1,710	City	1710						1,710
			Grant							0
			Other							0
		1,710	Total	1,710	0	0	0	0	0	1,710
302.0161: N. Thorne Ln. - Union Ave. SW to Portland Ave. SW	Curb, gutter, sidewalks, bike lanes, street lighting, drainage, pavement rebuild and widening. Total length 0.3 miles.		City							0
			Grant							0
		1,167	Other							0
		1,167	Total	0	0	0	0	0	0	0
302.0163 Butte Dr. SW - Vernon - 104th St. SW to Washington Blvd. SW	Curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay. Total length 1.1 miles.		City							0
			Grant							0
		5,126	Other							0
		5,126	Total	0	0	0	0	0	0	0
302.0165 Pine St. SW - 84th St. SW to 80th St. SW(City Limits)	Curb, gutter, sidewalks, street lighting, drainage, overlay. Total length 0.2 miles.		City							0
			Grant							0
		1,038	Other							0
		1,038	Total	0	0	0	0	0	0	0
302.0167 McChord Dr. SW - New York Ave SW: Pacific Hwy. SW to Bridgeport Way SW	Curb, gutter, sidewalk on one side. Street lighting, bike lanes, and drainage improvements both sides. Pavement widening, patching and overlay. Total length 0.73 miles. Sound Transit to Fund via Access Imp.		City							0
			Grant							0
		1,839	Other							0
		1,839	Total	0	0	0	0	0	0	0
302.0168 McChord Dr. SW -A263 Bridgeport Way SW to 47th Ave. SW	Curb, gutter, sidewalk on one side. Street lighting, bike lanes, and drainage improvements both sides. Pavement widening, patching and overlay. Total length 0.11 miles. Sound Transit to Fund via Access Imp.		City							0
			Grant							0
		278	Other							0
		278	Total	0	0	0	0	0	0	0
302.0169 47th Ave. SW - McChord Dr SW to 127th St. SW	Curb, gutter, sidewalk on one side. Street lighting, bike lanes, and drainage improvements both sides. Pavement widening, patching and overlay. Total length 0.20 miles. Sound Transit to Fund via Access Imp.		City							0
			Grant							0
		504	Other							0
		504	Total	0	0	0	0	0	0	0
302.0170 Lincoln Ave. SW - McChord Dr. SW to San Francisco Ave. SW	Curb, gutter, sidewalks, street lighting, drainage, overlay. Total length 0.35 miles. Sound Transit to Fund via Access Imp.		City							0
			Grant							0
		881	Other							0
		881	Total	0	0	0	0	0	0	0

Amended Six Year Comprehensive Transportation Program: 2025 - 2030

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 1 ROADWAY IMPROVEMENTS	Description	Base Cost 2024	Sources	2025	2026	2027	2028	2029	2030	2025-2030
302.0171 Chicago Ave. SW - Spring Brook Ln. SW to McChord Dr. SW	Curb, gutter, sidewalks, street lighting, drainage, overlay. Total length 0.37 miles. Sound Transit to Fund via Access Imp.	932	City							0
			Grant							0
			Other							0
		932	Total	0	0	0	0	0	0	0
302.0172 San Francisco Ave. SW - Spring Brook Ln. SW to True Ln. SW	Curb, gutter, sidewalks, street lighting, drainage, overlay. Total length 0.22 miles. Sound Transit to Fund via Access Imp.	554	City							0
			Grant							0
			Other							0
		554	Total	0	0	0	0	0	0	0
302.0173 Clover Creek Dr. SW - Pacific Hwy. SW to Hillcrest Dr. SW <small>*This does not include the work within the Sound Transit ROW</small>	Curb, gutter, sidewalks, street lighting, drainage, overlay. Total length 0.06 miles. Sound Transit to Fund via Access Imp.	454	City							0
			Grant							0
			Other							0
		454	Total	0	0	0	0	0	0	0
302.0174 Boston Ave SW - I-5 to McChord Dr SW	Curb, gutter, sidewalks, street lighting, drainage, overlay. Total length 0.28 miles. Sound Transit to Fund via Access Imp.	360	City							0
			Grant							0
			Other							0
		360	Total	0	0	0	0	0	0	0
302.0175 John Dower Road - 78th Street SW to 75th Street	Curb, gutter, sidewalks, street lighting, drainage, overlay east side only. Total length 0.22 miles.	862	City							0
			Grant							0
			Other							0
		862	Total	0	0	0	0	0	0	0
TOTALS		14,972	City	6,352	3,555	1,075	0	0	0	10,982
		25,500	Grant	10,143	1,200	6,885	181	1,700	0	20,109
		56,184	Other	0	0	0	0	0	0	0
		96,655	Total	16,495	4,755	7,961	181	1,700	0	31,092

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 2 TRAFFIC SIGNALS	Description	Base Cost 2024	Sources	2025	2026	2027	2028	2029	2030	2025-2030
302.0059 Steilacoom / Durango New Traffic Signal	Signal needed with new development in area. Special concern with adjacent train crossing becoming active.	1,005	City							0
			Grant							0
			Other							0
		1,005	Total	0	0	0	0	0	0	0
302.0078 So. Tacoma Way / 92nd Street New Traffic Signal	New warranted signal, improvements include associated ADA upgrades and pavement patching.	500 750	City	500						500
			Grant	750						750
			Other							0
		1,250	Total	1,250	0	0	0	0	0	1,250
302.0094 Gravelly Lake Drive / Avondale New Traffic Signal	Intersection meets warrants for traffic signal. Increased volumes in and around Towne Center. Increase in accidents.	1,005	City							0
			Grant							0
			Other							0
		1,005	Total	0	0	0	0	0	0	0
302.0123 Holden/Military Rd. New Traffic Signal	Increased volumes in and around Mann Middle School.	714	City							0
			Grant							0
			Other							0
		714	Total	0	0	0	0	0	0	0
302.0126 Custer Rd. and 88th Traffic Signal Replacement	Replace existing traffic signal with pole and mast arm signal.	714	City							0
			Grant							0
			Other							0
		714	Total	0	0	0	0	0	0	0
302.0166 Gravelly Lake Dr./112th St. SW Traffic Signal Replacement	Convert span wire signal to mast arm signal.	1,005	City							0
			Grant							0
			Other							0
		1,005	Total	0	0	0	0	0	0	0
302.0174 Pacific Hwy. SW/Sharondale SW New Traffic Signal	Traffic signal for future increased volumes related to the Lakewood Station District Plan. Will include pedestrian ramp modifications and minor roadway patching.	976	City							0
			Grant							0
			Other							0
		976	Total	0	0	0	0	0	0	0
302.0177 Signal Work at Western State Hosp. Traffic Signal Relocation	Install Temp signal and after WSH is ready install a new permanent signal and remove the temp and the existing signal at Circle Dr. Funded 100% by WSH.	430	City							0
			Grant							0
			Other			430				430
		430	Total	0	0	430	0	0	0	430
TOTALS		500	City	500	0	0	0	0	0	500
		750	Grant	750	0	0	0	0	0	750
		5,851	Other	0	0	430	0	0	0	430
		7,101	Total	1,250	0	430	0	0	0	1,680

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 3	Description	Base Cost	Sources	2025	2026	2027	2028	2029	2030	2025-2030
TRANSPORTATION PLANNING		2024								
101.0000 Pavement Management System Pavement Condition Index Rating	4-year cycle. Consultant to perform.	50/4/yr	City				50			50
			Grant							0
			Other							
		13/yr	Total	0	0	0	50	0	0	50
TOTALS		50	City	0	0	0	50	0	0	50
			Grant	0	0	0	0	0	0	0
			Other	0	0	0	0	0	0	0
		50	Total	0	0	0	50	0	0	50

Amended Six Year Comprehensive Transportation Program: 2025 - 2030

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 4 STREET LIGHTING	Description	Base Cost 2024	Sources	2025	2026	2027	2028	2029	2030	2025-2030
302.0002 New Street Lighting	Install street lighting per identified Street Lighting Plan map (Yearly)	180/yr	City	180	180	0	0	0	0	360
			Grant							0
			Other							0
		180/yr	Total	180	180	0	0	0	0	360
	TOTALS	180/yr	City	180	180	0	0	0	0	360
			Grant	0	0	0	0	0	0	0
			Other	0	0	0	0	0	0	0
		180	Total	180	180	0	0	0	0	360

Amended Six Year Comprehensive Transportation Program: 2025 - 2030

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 5 BRIDGES	Description	Base Cost 2024	Sources	2025	2026	2027	2028	2029	2030	2025-2030
101.0000 Bridge Inspection	On-going biennial bridge inspection.	5	City	5		10		10		25
			Grant							0
			Other							0
		5	Total	5	0	10	0	10	0	25
302.0130 Structural Guardrail Replacement Clover Creek Gravelly Lake Drive SW - 112th SW to Nyanza Rd SW Includes structural analysis of the box culvert.	Design and replace the existing guard rail over the south side of the roadway where Gravelly Lake Drive crosses Clover Creek between Nyanza and 112th.		City							0
			Grant							0
			Other							0
		175	Total	0	0	0	0	0	0	0
TOTALS		5	City	5	0	10	0	10	0	25
			Grant	0	0	0	0	0	0	0
			Other	0	0	0	0	0	0	0
		180	Total	5	0	10	0	10	0	25

Amended Six Year Comprehensive Transportation Program: 2025 - 2030

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 6 ROADWAY RESTORATION PROJECTS	Description	Base Cost 2024	Sources	2025	2026	2027	2028	2029	2030	2025-2030
302.0004 Minor Capital Improvements	Roadway patching and repair, sidewalk, signage, markings, and striping.	260	City	260	260	270	270	270	270	1,600
			Grant							0
			Other							0
		260	Total	260	260	270	270	270	270	1,600
302.0005 Chip Seal Resurfacing Program	Projects in various locations may include pavement preservation contribution to planned utility projects to facilitate full roadway overlays.	360	City	360	380	380	390	390	390	2,290
			Grant							0
			Other							0
		360	Total	360	380	380	390	390	390	2,290
302.0145 150th St. SW Road Restoration - East City Limits to Woodbrook Drive SW	Roadway replacement, sidewalk, signage, markings, and striping.		City							
			Grant							
		420	Other							
		420	Total	0	0	0	0	0	0	0
302.0151 S. Tacoma Way Road Restoration - 96th St. S to S 84th St.	Roadway patching and repair, overlay, signage, markings, and striping.		City							
			Grant							
		1001	Other							
		1,001	Total	0	0	0	0	0	0	0
302.0176 112th - South Tacoma Way to Steele St	Roadway patching and repair, overlay, signage, markings, and striping.	494	City		28	466				494
		750	Grant		43	707				750
			Other							
		1,244	Total	0	71	1,173	0	0	0	1,244
TOTALS		1,114	City							4,384
		750	Grant							750
		1,421	Other							0
		3,285.28	Total		620	711	1,823	660	660	660

Amended Six Year Comprehensive Transportation Program: 2025 - 2030

PROJECT COSTS IN THOUSANDS OF DOLLARS										
EXPENDITURE PLAN										TOTAL FUNDS
<i>NOTE: Bold & Italicized numbers denote grant secured</i>										
SECTION 7 NEIGHBORHOOD TRAFFIC MANAGEMENT	Description	Base Cost 2024	Sources	2025	2026	2027	2028	2029	2030	2025-2030
302.0003 Neighborhood Traffic Safety Traffic Calming Various Locations	May include speed humps, traffic circles, signage, radar feedback signs, etc.	27	City Grant Other	27	27	30	30	30	30	174
		27	Total	27	27	30	30	30	30	174
TOTALS		27	City Grant Other	27 0 0	27 0 0	30 0 0	30 0 0	30 0 0	30 0 0	174 0 0
		27	Total	27	27	30	30	30	30	174

Completed/Removed and Added Projects									
302.0024 Steilacoom Blvd - Farwest Farwest to Phillips	This project designs and acquires ROW to construct curb, gutter, sidewalks, bike lanes, turn lanes, street lighting, drainage, overlay.	City	Completed in 2024						0
		Grant							0
		Other							0
		Total	0	0	0	0	0	0	0
302.0074 South Tacoma Way - 88th to North City Limits	Curb, gutter, sidewalks, bike lanes, street lighting, signal at 84th, drainage, overlay	City	Completed in 2024						0
		Grant							0
		Other							0
		Total	0	0	0	0	0	0	0
302.0083 Hipkins Road - 104th to Steilacoom Blvd.	Curb, gutters, sidewalks, street lighting, drainage, traffic calming, and overlay	City	Completed in 2024						0
		Grant							0
		Other							0
		Total	0	0	0	0	0	0	0
302.0085 Murray Road Corridor Capacity	Provide capacity for Woodbrook Industrial development. Widening of Murray Road, bike/pedestrian facilities, structural pavement section improvements	City	Completed by WSDOT and City of Lakewood in Previous Segments						0
		Grant							0
		Other							0
		- Total	0	0	0	0	0	0	0
302.0093 Gravelly Lake Drive - Pacific Highway to Nyanza (South)	Curb, gutters, sidewalk, bike way, street lighting, pavement rehab.	City	Completed as part of the JBLM- North Access Improvement Project						0
		Grant							0
		Other							0
		Total	0	0	0	0	0	0	0
302.0135 Washington Blvd/North Gate Rd/Edgewood Ave SW -	Curb, gutter, sidewalk, bike lanes, street lighting, drainage, overlay	City	Completed in 2024						0
		Grant							0
		Other							0
		Total	0	0	0	0	0	0	0
302.0137 Steilacoom Blvd/88th - 87th to Custer Rd	Curb, gutter, sidewalk, bike lanes, street lighting, drainage, overlay	City	Completed in 2024						0
		Grant							0
		Other							0
		Total	0	0	0	0	0	0	0

Completed/Removed and Added Projects										
302.0142 Ardmore Drive SW: Steilacoom Blvd to Whitman - Complete Street Improvements	Curb, gutter, sidewalk, bike lanes, street lighting, drainage, overlay		City	Completed in 2024						0
			Grant							0
			Other							0
			Total	0	0	0	0	0	0	0
302.0159 Idlewild Road SW - Idlewild School to 112th St SW	Curb, gutter, sidewalk, street lighting, drainage, overlay. Total length 0.15 miles		City	Completed in 2024/2025						0
			Grant							0
			Other							0
			Total	0	0	0	0	0	0	0
302.0160 112th St. SW - Idlewild Rd. SW to Interlaaken Dr. SW	Curb, gutter, sidewalk, street lighting, drainage, overlay. Total length 0.15 miles		City	Completed in 2024/2025						0
			Grant							0
			Other							0
			Total	0	0	0	0	0	0	0
302.0164 Sidewalk fill-in on Farwest Dr. - 112th to Lakes High School, and 100th St. Ct. SW to Steilacoom Blvd.	Fill-in of missing sidewalks		City	Completed in 2024						0
			Grant							0
			Other							0
			Total	0	0	0	0	0	0	0
302.0098 84th St. Pedestrian Crossing Signal at Pine St	Install pedestrian signal, connection to Pine street intersects with Tacoma's Water Ditch Trail and Wards Lake Park		City	Completed in 2024						0
			Grant							0
			Other							0
			Total	0	0	0	0	0	0	0

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: June 3, 2024	TITLE: Motion to approve the contract with FACET NW, Inc. in the amount of \$150,000 to conduct a City of Lakewood tree inventory	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2024-39 <input type="checkbox"/> OTHER
REVIEW: June 3, 2024	ATTACHMENTS: Draft contract with FACET NW, Inc. (Attachment A)	

SUBMITTED BY: Tiffany Speir, Long Range & Strategic Planning Manager through Jeff Rimack, CED Director

RECOMMENDATION: It is recommended that the City Council approve Motion 2024-39 in accordance with Motion 2023-55 that obligated \$340,000 of ARPA funds toward the establishment of an Urban Forestry Program

DISCUSSION: The contract recommended for approval would direct the Consultant FACET NW, Inc. to **conduct a tree inventory:**

- in all public parks;
- on all City-owned public rights-of-way (within reason, trees that may be on, or very close to the ROW margin, should be mapped rather than spending significant resources attempting to determine the actual ROW edge);
- on other public institutional grounds (e.g., Western State Hospital campus, Pierce College campus, Clover Park Technical College Campus, St. Clare Hospital Campus, utility-owned properties, and public school properties) as authorized by property owners;
- on large-acreage private properties (e.g., Lakewold Gardens, Oakbrook Golf Course, Tacoma Golf & Country Club, Meadow Park Golf Course, Camp Murray, etc.) as authorized by property owners;
- within the Lakewood Clear Zone for the JBLM North McChord Field; and
- Lakewood’s census tracts identified as having less than 35% canopy cover in the 2022 canopy cover assessment.

Discussion continued on the following pages.

ALTERNATIVE(S): The City Council could choose to amend this motion or choose not to approve this motion.

FISCAL IMPACT: The net cost to the City’s general fund is zero; ARPA funds would be used for all proposed actions.

Prepared by: Tiffany Speir, Long Range & Strategic Planning Manager, ARPA Program Manager	
Department Director: Jeff Rimack, CED Director	 City Manager Review

DISCUSSION:

Contract for Services:

The City conducted an RFQ process in March and April 2024 to identify a consultant to conduct a City tree inventory that will serve as the foundation for creating an urban forestry program in accordance with the policy and budgetary direction taken by the City Council to date and summarized below. After review of 5 applications, FACET NW, Inc. was selected.

The draft contract is provided in **Attachment A**.

Urban Forestry Budget:

The adopted 2023-2024 Budget includes discussion of the development of a City Urban Forestry Program.

In 2023 the City Council allocated \$340,000 of ARPA funds to creating an urban forestry program. This year, \$150,000 of the ARPA funds is being used to conduct a **tree inventory, in keeping with Recommendation 2 from the 2023 Urban Forestry Report**. The inventory will be foundational information to launch a City Urban Forestry program. The tree inventory is scheduled to be conducted between June and November 2024.

As described in the 2023 Carry Forward Budget, the City's Tree Fund (authorized by LMC 18A.70.340) is one of the sources of **ongoing funds for an urban forestry program**:

18A.70.340 City Tree Fund.

B. *Funding Purposes*. The City shall use money received pursuant to this section for the following purposes:

1. **Acquiring, maintaining, and preserving wooded areas within the City;**
2. **Planting and maintaining trees within the City;**
3. Restoration or enhancement of native trees like Oregon white oaks, such as on public lands, private tree tracts, critical area buffers, or lands with conservation easements;
4. Establishment of a holding public tree nursery;
5. **Urban forestry education;**
6. **Implementation of a tree canopy monitoring program;**
7. Scientific research;
8. Resources to support the administration of this article; or
9. **Other purposes relating to trees as determined by the City Council.**

The remaining revenue sources detailed below totaling \$739,096 have been identified for the establishment and initial administration of the urban forestry program from 2025 through mid-2029:

- \$417,600 in tree mitigation funds from Panattoni's oak tree mitigation
 - \$31,496 Remaining Balance of tree fund per carry forward budget
 - \$190,000 in remaining allocated ARPA funds (must be spent before 12/31/26)
 - \$100,000 HB 1181 Implementation (Commerce grant funds 7/1/26-6/15/29)
- \$739,096**

Additional tree funds collected over time per City code could be used for future urban forestry program administration as well.

The City will also be exploring opportunities for no cost partnerships and grants to increase the strength and scope of the urban forestry program in 2025 and beyond.

Comprehensive Plan Urban Forestry Goal and Policies:

3.12.8 Urban Forestry

COAL LU-60: Institute an urban forestry program to preserve significant trees, promote healthy and safe trees, and expand tree coverage throughout the City.

Policies:

LU-60.1: Establish an urban forestry program for the City.

LU-60.2: Promote planting and maintenance of street trees.

LU-60.3: Provide for the retention of significant tree stands and the restoration of tree stands within the City.

LU-60.4: Work towards a citywide goal of 40% tree canopy cover by the year 2050. Consider opportunities to increase canopy and environmental equity when evaluating tree canopy distribution.

UF Report Recommendations:

On May 22, 2023, the City Council accepted a [report from the UW Evans School of Public Policy & Governance](#) regarding establishing an urban forestry program over a 5 year period. Its recommendations include:

Recommendation 1: Develop a mission, vision, and goals for urban forestry in the City of Lakewood.

Recommendation 2: **Complete a comprehensive resource assessment** and begin restoration practices in the City.

Recommendation 3: Develop a comprehensive community engagement strategy.

Recommendation 4: Create administrative capacity within the existing City organizational structure.

The City will begin preparing items related to Recommendations 1, 3, and 4 in summer and fall 2024 for City Council consideration to include in the 2025-2026 Budget.

**ATTACHMENT A
CITY OF LAKEWOOD**

**American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds
(CSLFRF) SUBAWARD NO. 2024-__**

(Number to be assigned by City)

City of Lakewood, WA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Award

Federal Award Identification: OMB Approval No. 1505-0271 / ST 9045

Unique Entity Identifier: 91-1698185

THE AWARD IN THIS AGREEMENT FOR SERVICES IS A SUBAWARD OF ARPA CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FUNDS; THE SUBRECIPIENT IS SUBJECT TO ANY AND ALL COMPLIANCE REQUIREMENTS AND REPORTING REQUIREMENTS FOR USE OF AND FOR EXPENDITURES OF CSLFRF FUNDS. See Exhibit D, City of Lakewood ARPA Notice of Grant Award (OMB Approved No. 1505-0271 / ST9045).

THIS AGREEMENT is entered into this **5th day of May, 2024**, by and between the City of Lakewood, Washington, a code city duly organized and existing pursuant to laws of the State of Washington, hereinafter referred to as the “City” and **FACET NW, INC.** hereinafter referred to as the “Subrecipient” or “Agency”.

Subrecipient/Contractor Address: 750 6th St S., Kirkland, WA 98033

UEI No.: FHBFBHV8JYT93 (administered at www.sam.gov)

CAGE Code: 4CZY1

WHEREAS, the City has determined the need to have certain services performed for its citizens; and,

WHEREAS, the City desires to have the Subrecipient perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Services to be Performed by Agency. **The Subrecipient shall perform those services described on “Exhibit A,” Scope of Services, attached hereto and incorporated herein by this reference.** In performing such services, the Subrecipient shall at all times comply with all Federal, State, and local statutes, ordinances and rules applicable to the performance of such services and the handling of any funds used in connection therewith. The Subrecipient shall request, in writing, prior approval from the City whenever the Subrecipient desires to amend the scope of services.

2. Identified Community Support. In order to recognize the participation and involvement of the City in the funding of this Agreement, and to insure that those people who benefit from the activities and services of the Subrecipient are aware of the City's involvement, the Subrecipient shall, when possible, include the words “*funded in part by the City of Lakewood*” on flyers, pamphlets, brochures, advertisements, annual reports or other printed information prepared by or for the Subrecipient advertising or promoting the activities and services of the Subrecipient pertaining to the particular program funded by the City. Such advertisements shall be filed with the City of Lakewood Parks, Recreation and Community Services Department, Human Services Division.

3. Compensation and Methods of Payment. **The City shall provide ARPA funding to the Subrecipient for services rendered as set forth on “Exhibit B,”** attached hereto and incorporated herein by this reference. Compensation shall be paid by the City following receipt of a properly completed ARPA invoice and any needed accompanying and supporting documentation. **Invoices submitted with all needed accompanying information will be paid within 30 business days by the City.**

The requests for such payment shall be processed for payment by the City in the normal course after that date, in accordance with the terms hereof. Any/all requests for reimbursement shall not exceed the proportionate amount of contracted outputs identified and set forth on “Exhibit B.”

4. Subrecipient Budget. The Subrecipient shall apply the funds received under this Agreement with the maximum limits set forth in this Contract solely to the services specified in Paragraph 1, above, and according to the approved budget of the Agency. Prior approval from the City is required whenever the Subrecipient desires to amend its budget by transferring funds among the budget categories.

5. Duration of Contract. **This Contract shall be in full force and effect for a period commencing on the date of execution and ending on the 31st day of December, 2026,** unless sooner terminated under the provisions hereinafter specified.

6. Independent Contractor. The Subrecipient and City agree that the Subrecipient is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Subrecipient nor any employee of the Subrecipient shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security payments or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any other employee of the Agency.

7. Indemnification and Defense. The Subrecipient shall defend and indemnify, and hold harmless the City, its agents and employees, from and against any and all liability arising from injury or death to persons or omissions of the Agency, its agents, servants, officers or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, or its agents or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death or damage, the Subrecipient shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expense incurred by the City in defending such claim or suit, including attorney's fees.

8. Insurance.

A. The Subrecipient shall procure and maintain in full force throughout the duration of the Contract commercial comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence combined single limit and \$2,000,000.00 in the aggregate for personal injury and property damage and non-owned automobile. The said policy shall name the City as an additional named insured on the insurance policies, and **A COPY OF THE ENDORSEMENT NAMING THE CITY AS AN ADDITIONAL INSURED SHALL BE ATTACHED TO THE CERTIFICATE OF INSURANCE.**

B. In addition to the insurance provided for in Paragraph A above, the Subrecipient shall maintain or insure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000.00 combined single limit per claim and in the aggregate. For the purposes of this paragraph "professional service" shall mean services provided by a physician, licensed psychologist, or other licensed professional.

C. Certificates of coverage as required by Paragraph A and B above shall be delivered to the City within fifteen (15) days of execution of this Contract. Further, it is the

responsibility of the Subrecipient to ensure a valid certificate of insurance is in effect at all times throughout the course of this Contract. Requests for reimbursement under this Contract may be withheld until such time as a valid certificate of insurance is provided to the City.

9. Record Keeping and Reporting.

A. **The award in this agreement for services is a subaward of ARPA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) funds; the SUBRECIPIENT is subject to any and all compliance requirements and reporting requirements for use of and for expenditures of CSLFRF funds. See Exhibit C, Reporting Requirements, and Exhibit D, City of Lakewood ARPA Notice of Grant Award (OMB Approved No. 1505-0271 / ST9045).**

B. The Subrecipient shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Contract and compliance with this Contract. **The Subrecipient shall notify the City within ten (10) days of any significant change in program personnel.**

C. **The Subrecipient shall maintain these records through December 31, 2031 per the Treasury Interim Final Rule for ARPA.**

D. The Subrecipient shall provide a quarterly report to the City containing actual outcomes, indicators and an evaluation of the program. **Payment for services shall not be made if the Quarterly Outcome & Program Evaluation Reports are not received by the dates indicated by the City.**

E. The Agency, at the request of the City, shall make public presentations regarding the program funded by the City. Such presentation shall be prepared in advance and approved by the City.

F. The City of Lakewood places a high priority on collaboration. As such, the Subrecipient shall be asked to provide updates to the City Council on occasion.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit during the performance of this Contract. **The City shall have the right to an annual audit of the**

Agency's financial statements and condition. In addition, the Subrecipient is subject to an annual site monitor of the systems supporting contracted services and eligible activities. The City shall have the right to an annual inspection of the Agency's data systems for tracking outcome achievement. Areas of default noted during the annual inspection may demand additional site monitoring(s).

Any Subrecipient receiving \$750,000 or more in a single year will be subject to a single audit per the ARPA Interim Final Rule.

11. Termination. The City of Lakewood may suspend or terminate this Agreement in whole or in part for convenience, upon **15 days** written notice to the Agency. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Contract immediately. If for any reason an Subrecipient does not comply with all aspects of this contract, including mandatory reports, such non-compliance may jeopardize the agency's ability to receive future funding.

Further: This Contract may be terminated upon evidence of the following conditions:

1. Subrecipient is no longer operating: The Contract shall be terminated within 10 days of notification that the Subrecipient is no longer operating and performing the duties identified in **"Exhibit A," Scope of Services.**
2. Change in Scope of Services: Should the Subrecipient no longer provide services identified in "Exhibit A" Scope of Services, the contract may be terminated for non-performance.
3. Misuse of Public Funds: The Subrecipient cannot produce accurate accounts and records of funds used in the performance of this Contract

12. Discrimination Prohibited. The Subrecipient shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Subrecipient to be provided under this Contract on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

13. Assignment and Subcontract. The Subrecipient shall not assign or subcontract any portion of the services contemplated by this Contract without the written consent of the City.

14. Entire Agreement. This Contract contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

15. Notices. Notices required by terms of this Contract shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY

City of Lakewood ARPA Program
ATTN: Tiffany Speir
6000 Main St. SW
Lakewood, Washington 98499

TO THE SUBRECIPIENT:

FACET NW, INC.
ATTN: Hugh Mortensen
750 6th St S
Kirkland, WA 98033

16. Applicable Law, Venue, Attorney's Fees. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

17. E-verify. The contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this Contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this Contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

IN WITNESS WHEREOF, the parties have executed this Contract on this **5th day of May, 2024**.

SUBRECIPIENT SIGNATURE:

Hugh Mortensen, FACET NW, INC.

LAKESWOOD ARPA PROGRAM MANAGER SIGNATURE:

Tiffany Speir

LAKESWOOD CITY ATTORNEY SIGNATURE:

Heidi Ann Wachter

LAKESWOOD CITY MANAGER SIGNATURE:

John Caulfield

EXHIBIT A: SCOPE OF SERVICES

Subrecipient: FACET NW, INC.

Contact(s): Kim Frappier 750 6th St S., Kirkland, WA 98033

T: 425.425.8498 / **E:** kfrappier@FACET NW, INC.nw.com

Funds Awarded: The City Council has awarded **\$One hundred fifty thousand dollars and no/100 (\$150,000.00)** of ARPA funds to FACET NW, INC.

Description of Scope of Services: Conduct a tree inventory as a foundational information source for the Lakewood, WA urban forestry program.

The results of the tree inventory will be used to:

- set objectives for tree planting in keeping with the adopted City 2050 tree canopy goal; and
- provide foundational information to launch a City of Lakewood, WA Urban Forestry program and tree management software acquisition.

SCOPE OF WORK

Consultant to **conduct a tree inventory:**

- in all public parks;
- on all City-owned public rights-of-way (within reason, trees that may be on, or very close to the ROW margin, should be mapped rather than spending significant resources attempting to determine the actual ROW edge);
- on other public institutional grounds (e.g., Western State Hospital campus, Pierce College campus, Clover Park Technical College Campus, St. Clare Hospital Campus, utility-owned properties, and public school properties) as authorized by property owners;
- on large-acreage private properties (e.g., Lakewood Gardens, Oakbrook Golf Course, Tacoma Golf & Country Club, Meadow Park Golf Course, Camp Murray, etc.) as authorized by property owners;
- within the Lakewood Clear Zone for the JBLM North McChord Field; and
- Lakewood's census tracts identified as having less than 35% canopy cover in the 2022 canopy cover assessment.

Consultant to conduct a **review of the 2022 Citywide tree canopy cover assessment and update it as appropriate** based on tree inventory data collected in 2024 and 2025.

Consultant to provide monthly (or more frequently as major milestones are reached) **status reports** to City lead staff throughout the duration of the project, and then a written report and one presentation each of the findings to the Planning Commission and City Council when the project is complete.

Consultant to also deliver:

- the final inventory database as a geodatabase or shapefile; and
- metadata, including detailed citations describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, with all interim and final data deliveries.

Consultant to **recommend tree inventory asset management software** to the City.

The City recognizes that accurate trace digitizing of trunk locations from color ortho-photography is only feasible where there are no overhead obstructions. In situations of heavy canopy, ground shadows, intervening buildings, etc., tree locations may have to be approximated.

The successful Consultant will be expected to communicate with and receive QC recommendations from the City's project team throughout the project. The expectation is that the final product accepted by the City will be at least 95% accurate, as determined through the following:

1. 1:1 correspondence between tree features and database records. A missing tree record where a feature exists, or a tree record where no feature exists, are both errors.

2. Horizontal accuracy of +/- 2 feet. Except for obstructed lines of sight, this standard is attainable given proper map display zoom levels and use of the City's ortho-

photography. Errors will be flagged if mapped features exceed this measure.

3. Attributes are to be coded for all required data fields, except where null values are specifically allowed. Incorrect or missing attribute values constitute errors.

4. All field data must be collected by Certified Arborists.

SCOPE OF WORK/STUDY AREAS

TASK 1: TREE INVENTORY

Data collection will be accomplished using a combination of methods including (1) individual tree inventory, (2) forest stand assessment, and (3) Geographic Information Systems (GIS)/remote sensing. The project area includes trees on both public and private properties, based on priority geographic areas designated by the City. The process of gaining individual private landowner permissions to conduct on-the-ground tree inventory can be time-consuming and logistically challenging. The project area also encompasses a diversity of landscape types including trees in ornamentally landscaped trees in planter beds and large forested stands in open spaces. With these variables in mind, we have designed a three-pronged approach to the tree inventory as follows:

1A. Conduct on-the-ground individual tree inventory of:

- City-owned and managed public rights-of-way
- City-owned and managed parks (e.g., Active Park, American Lake Park, Blueberry Park, Edgewater Park, Harry Todd Park, Kiwanis Park, Oakbrook Park, Ponders Park, Primley Park, Springbrook Park)
- Public institutional grounds (e.g., Western State Hospital campus, Pierce College Campus, Clover Park Technical College Campus, St. Clare Hospital Campus, utility-owned properties, and public-school properties)
- The Lakewood Clear Zone for the JBLM North McChord Field

1B. Natural area and forest stand assessment using the Forest Landscape Assessment Tool (FLAT):

- Wards Lake Park
- Fort Steilacoom Park
- Seeley Lake Park (if needed)

1C. Remote Sensing/LiDAR analysis of:

- Large-acreage private properties: Lakewood Gardens, Oakbrook Golf Course, Tacoma Golf & Country Club, Meadow Park Golf Course, Camp Murray
- Census tracts with less than 35% canopy cover identified in the 2022 canopy cover assessment.

METHODOLOGY

1A - Individual Tree Assessment

All fieldwork will be performed by ISA Certified Arborists®, many of whom are also Tree Risk Assessment Qualified (TRAQ). Field arborists will locate, inventory, and assess trees equal to or greater than two (2) inches diameter-at-breast height (DBH). FACET NW, INC. arborists will then conduct an ISA Level I health assessment and document location, species, height, diameter at breast height (DBH), number of stems, and health and condition observations. Additionally, field staff will collect information on primary management needs. The FACET NW, INC. staff will work with the city project manager to confirm the exact data variables prior to field data collection. See Table 1 for a complete list of attributes to be collected.

The budget outlined in this proposal includes the on-the-ground assessment of up to 9,500 trees. Tree assessment will be conducted on trees located within ornamentally landscaped areas, rights-of-way, and developed parks. Rights-of-way areas will focus on principal arterials, minor arterials, and collectors. This inventory will not include privately owned trees that border the right-of-way, or other properties not already outlined in the scope of work. The FACET NW, INC. project manager will work with the City to identify inventory priorities and track budgeted hours.

To ensure tree inventory data and assessment methodology stay consistent across crews and field work duration, our Field Lead will be responsible for synchronizing the tree inventory crews at the commencement of field assessment and once per week for the duration of fieldwork. As outlined in Phase 1C of this task, planting site identification will be completed concurrently with tree inventory fieldwork to optimize field staff efficiency.

1B - Forest Landscape Assessment Tool (FLAT)

On selected large acreage wooded sites, a stand-level assessment is the most efficient inventory method versus an individual tree assessment. For these sites, FACET NW, INC. staff will utilize the Forest Landscape Assessment Tool (FLAT) to conduct the on-the-ground assessment. FLAT is a rapid ecological assessment technique used to characterize forest canopy and understory conditions – looking at forest health indicators and levels of invasive species threats. Aerial imagery and boundary data of the specified properties are used to delineate habitat management units (HMUs), which can be used to prioritize and track management activities. Field teams visit each site to collect data about

predetermined attributes, such as dominant overstory and understory species, forest health indicators, and invasive species cover - repeating the process for each HMU within a site. All information gathered will be collected digitally and provided to the City in a geodatabase. See Table 1 for a complete list of attributes to be collected.

1C - LiDAR Analysis

Due to the large number of private properties identified for tree inventory (e.g., large acreage private properties and census tracks with less than 35% canopy coverage), we recommend the following approach to this phase of the inventory. Trees on these parcels will be mapped and analyzed using LiDAR data which can be provided for free by the State of Washington. The LiDAR data will be supplemented with other existing data, such as landcover datasets from DNR or raw NAIP data from USDA. Together, we will identify individual tree locations that form the tree canopy and canopy tree height. For a separate scope of work or if an additional budget is available, FACET NW, INC. staff could ground truth the remote sensing data to collect additional tree attributes identified in Task 1A. This approach would provide the City with baseline information on those properties where landowner permissions could not be obtained and where individual tree assessment is not cost-effective.

Landowner Engagement and Permissions. Per the scope of work outlined by the City, our proposal assumes that the City will be leading efforts to obtain and track permissions from private landowners to conduct the tree inventories. FACET NW, INC. can provide consultation on outreach and engagement strategies, narrative content for one social media post, one city outreach mailer, and one newsletter article as needed. The FACET NW, INC. Project Manager will coordinate with the City Project Manager to determine the most efficient process for coordinating tree inventories with private landowners. Our team has demonstrated experience supporting clients such as Puget Sound Energy, the City of Lake Forest Park, the City of Tumwater, and others in engaging private landowners regarding urban forest assessments and tree management and can share strategies that have proved effective for other jurisdictions.

1D – Feasible Public and Private Tree Planting Locations

FACET NW, INC. staff will utilize a multi-tiered approach to planting site assessment of the properties outlined under Task 1A. This approach utilizes GIS analysis coupled with field assessment and site verification for sites undergoing on-the-ground tree assessments. We would provide a data layer that the City can utilize to track and analyze future planting needs and site potential.

Right-of-way planting locations will be based on the following parameters dependent on available GIS data: required planting strip width, a specified distance from roads, utilities, streetlights, intersections, and existing trees; and located 30 feet from street intersections (or 50 feet with a stop sign).

Parks, Open Spaces, and Natural Area planting locations will be based on the presence or absence of impermeable surfaces (e.g., roads, parking lots, etc.), existing tree canopy, and distance from buildings and other infrastructure.

After identifying potential planting locations, these areas will be loaded onto ESRI FieldMaps, so that arborists can confirm planting suitability with greater efficiency in the field. Arborists will then utilize GPS-enabled field tablets and ArcGIS FieldMaps to record data points and street segments suitable for planting. With underground utility data provided by the City, field staff will be able to accurately account for underground utility lines while in the field.

TASK 2: REVIEW OF THE 2022 CANOPY COVER ASSESSMENT

FACET NW, INC. will evaluate the findings of the existing 2022 citywide canopy cover assessment alongside the findings from Task 1. For this exercise, our staff will distill tree inventory findings within the different canopy cover classes present in the City to provide a deeper level of understanding of canopy characteristics within certain land use types and neighborhoods. For this task, FACET NW, INC. assumes that the City will provide the complete findings and data for the 2022 canopy study. If the previous findings and data are unavailable, or the landcover data from DNR is insufficient, we will conduct an additional object-based remote sensing analysis (if we have not already during Task 1c). The results of this analysis will be described in Task 3. Synthesis Report.

TASK 3: SYNTHESIS REPORT AND PRESENTATION

The Synthesis Report (Report) will provide the City with a description of the methods and results of the tree inventory, canopy evaluation, and planting site evaluation. The Report topics include but are not limited to:

1. Project Overview and Objectives
2. Methods for Tree Inventory, FLAT, and GIS Analysis
3. Results with summary statistics of key findings
4. Potential Planting Site Results and Analysis
5. Summary of canopy cover study review
6. Associated maps and graphics

Presentations

FACET NW, INC. staff are experienced in distilling complex urban forestry and natural resources information to city councils, commissions, industry professionals, stakeholders, and community members. We will work collaboratively with City staff to create an informative and engaging presentation. As requested in the request for proposals, our staff will present the findings of the

inventory and canopy evaluation to the planning commission and city council, for a total of two (2) meetings. As needed by the City, the presentation can be given in person or virtually. This task includes a planning work session with the City Project staff and the development of the presentation slide deck.

Task 4: Asset Management Software Consultation

FACET NW, INC. staff will first conduct a work session with the City project team to identify the City’s current staff and program capacity, urban forestry maintenance and monitoring goals, and current asset management approach. This will aid us in identifying suitable software options for integration with the City’s specific current and desired programmatic needs. Then, FACET NW, INC. staff will provide cost and functional comparisons on available tree management software to support the City’s decision-making to support operations and management of publicly owned and managed trees. If desired, we can also facilitate the scheduling of software demonstrations to assist in the decision-making process.

Deliverables:

- Final tree inventory GIS geodatabase and associated metadata including shape file(s) compatible with ArcGIS / ArcMap version 10.3.1. for the Individual Tree Inventory and FLAT data.
- One electronic copy in PDF format of the Tree Inventory Synthesis Report.

QA/QC Process

All FACET NW, INC. projects follow standardized procedures, documentation, mapping, and specifications to ensure quality. We believe that while every project may be unique, the scientific approach must be consistent. Before performing any field work, our field crews will meet in town at a selected sample site to discuss inventory procedures to maintain consistent, concise data collection. We recommend the City project manager attend this initial kick-off. For quality assessment and control for GIS deliverables, our in-house GIS Professional (GISP) will perform weekly data reviews to ensure consistency is being maintained.

Table 1. Data Attributes to collect by Methodology

Data Attributes to Collect		
Tree Inventory	Field Type	Notes
<i>On-the-ground individual tree inventory; Data collected at the point level per tree. Used for ROW and ornamentally landscaped areas.</i>		
ID	Integer	Post-Processing
Scientific Name	String/Text	Drop down menu

Data Attributes to Collect		
Common Name	String/Text	Drop down menu
DBH	Double	
DBH 2	Double	
DBH 3	Double	
DBH 4	Double	
DBH 5	Double	
Number of Stems	Integer	To calculate the dbh of multi-stemmed trees
Height	Double	Approx.
Canopy Radius	Double	Approx.
Condition Rating	String/Text	Standard CTLA Ratings (Excellent, V. Good, Good, Fair, Poor, Dead)
Drought and Heat Tolerance	String/Text	Post-Processing
Expected Life	String/Text	Post-Processing/Categories
Management Needs	String/Text	None, Raise Canopy/Clearance Prune, Remove Deadwood, Remove, Training Prune, Side Trim, Thin Canopy, Grind Stump, Other
Arborist Initials	String/Text	
Date	Date	Autopopulate
Notes	String/Text	
FLAT Assessment	Field Types	Notes
<i>Per the Forest Landscape Assessment Tool USDA Forest Service General Technical Report</i>		
<i>Data is collected at the Management Unit level (polygons) and is used for natural areas and large forested stands</i>		
HMU Number	Double	
Park/Parcel ID	Double	
Site Name	String/Text	
Date	Date	
Arborist Initials	String/Text	
Landcover	String/Text	
Age Class	String/Text	
Overstory Species	String/Text	
Overstory Size	String/Text	
Second Overstory Species	String/Text	
Second Overstory Size	String/Text	
Third Overstory Species	String/Text	
Third Overstory Size	String/Text	
Stocking, Canopy Cover Estimate	String/Text	
Habitat Management Unit Composition	String/Text	
Low Vigor Conifer	String/Text	

Data Attributes to Collect		
Root Rot Pockets Present	String/Text	
Mistletoe Present	String/Text	
Bare Soil Present	String/Text	
Other Present (Make Comment)	String/Text	
Regeneration Species	String/Text	
Regeneration Species 2	String/Text	
Regeneration Stocking Class	String/Text	
Plantable Space	String/Text	
Most Abundant Native Shrubs and Herbs Species	String/Text	
Second Native Shrubs and Herbs Species	String/Text	
Non-Native Species, Most Abundant	String/Text	
Non-Native Species, Second	String/Text	
Non-Native Species, Third	String/Text	
Non-Native Species, Fourth	String/Text	
Non-Native Species, Fifth	String/Text	
Total Invasive Cover	String/Text	
Notes	String/Text	
Mechanical Tree Failure	String/Text	
Tree-age Matrix Analysis	Long	Post-Processing

PROJECT SCHEDULE

The completion date (including final deliverables being provided to the City) is **no later than December 31, 2024**.

EXHIBIT B: BUDGET

COMPENSATION

The maximum cost for this project is **\$150,000**.

Please present detailed information on the proposer's draft fee schedule for the work specifications and for any variation for non-routine services, inclusive of Washington State sales tax and any other applicable government charges. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.

Payment for the aforementioned services will be made following receipt by the City of an itemized billing statement submitted in a form specified by the City and approved by the appropriate representatives, which shall specifically set for the services performed. The City shall make payments within 30 days of receipt of required materials.

EXHIBIT C: REPORTING REQUIREMENTS

SUBRECIPIENT agrees to provide the City with timely financial and program progress data needed to report to the Department of the Treasury as required by the City and the ARPA Interim Final Rule.

SUBRECIPIENT also agrees to provide the City with timely data needed to report to the Lakewood City Council pursuant to Motion 2023-15 and the City of Lakewood ARPA Program.

Reporting rules and procedures will be provided to SUBRECIPIENT by the City once available and thereafter upon request. **At a minimum, the following information will be required in each report to the CITY:**

Identification:

UEI (unique entity identifier) number is required starting April 30th, 2022 - administered at www.sam.gov (DUNS number is being replaced by UEI)

Project Status:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Project Demographics:

- o Does the project serve a Qualified Census Tract or a disproportionately impacted community?
- o Services provided to disproportionately impacted communities
- o Services provided to citizens in disproportionately impacted communities

Obligations & Expenditures:

- o Current period obligation
- o Cumulative obligation
- o Current period expenditure
- o Cumulative expenditure

Expenditure Details:

- Pay to workers
- Payroll
- Benefits
- Goods, Services, Equipment:
 - o Receipts
 - o Contracts
 - o Service Agreements
 - o Funds distributed to beneficiaries
 - o Program agreement
 - o Sign-in sheet

Signature of SUBRECIPIENT's Authorized Official

Date

Hugh Mortensen, Executive Vice President

Printed Name and Title of SUBRECIPIENT's Authorized Official

Exhibit D: LAKEWOOD NOTICE OF AWARD ST 9045

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

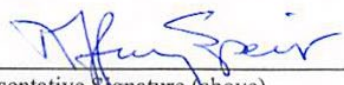
U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Lakewood 6000 Main Street SW Lakewood, Washington 98499-5027	DUNS Number: 949462758 Taxpayer Identification Number: 911698185 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:



Authorized Representative Signature (above)


Authorized Representative Name:

Authorized Representative Title:

Date Signed:

Tiffany Speir
ARPA Program Manager
12/27/21

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:

Authorized Representative Title:

Date Signed:

Jacob Leibenluft

Chief Recovery Officer, Office of Recovery Programs

August 17, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.



To: Mayor and City Councilmembers

From: Weston Ott, Interim Public Works/Engineering Director

Through: John Caulfield, City Manager *John E. Caulfield*

Subject: Interlaaken Bridge Repair Update

Date: June 3, 2024

The purpose of this memo is to provide an update on the repair of the Lake Steilacoom bridge. A contract for the repair of the bridge is scheduled to be advertised for bids on Friday, June 7, 2024. Work is expected to commence in late July/early August with the goal of having the bridge reopened in early September.

Background:

The Lake Steilacoom Bridge is one of four arterials connecting the western portion of the city to east. Approximately 5,000 people use the bridge daily. The bridge is inspected every two years by Pierce County and an underwater assessment of the bridge is performed every five years by the WSDOT dive team. The most recent assessment of the bridge in September 2023 found structural deficiencies in some of the pile caps that have decayed through the years. These caps were replaced in 1983 by Pierce County. Upon receiving the written report from Pierce County, the City followed the recommendations to lower the load limit on the bridge to 6 tons and hire a structural engineering firm that specializes in timber bridge assessment to determine the limits of potential repairs.

On May 14, 2024, Fickett, Inc. (City structural consultant) noted significant decay in one of the pile caps while performing the initial inspection. Following a conference with the WSDOT bridge office and members of Fickett, the decision was made to close the bridge down to one lane and center the traffic on the bridge. As Fickett was performing their analysis of the data collected later that week, a conference was conducted with Pierce County to compare the rate of decay in the most significant pile cap. At that conference, the recommendation was that the structure in its' current state could not remain open to vehicular or pedestrian traffic. The bridge was closed on Friday, May 17th.

Update:

A permit from Washington State Department of Fish and Wildlife has been submitted. It is expected that the permit will be released to the City within the next few weeks. The permit is valid for five years after acceptance.

Timber material for the replacement of the pile caps and stringers will be ordered Tuesday, June 4 following Council approval of which option is selected to proceed.

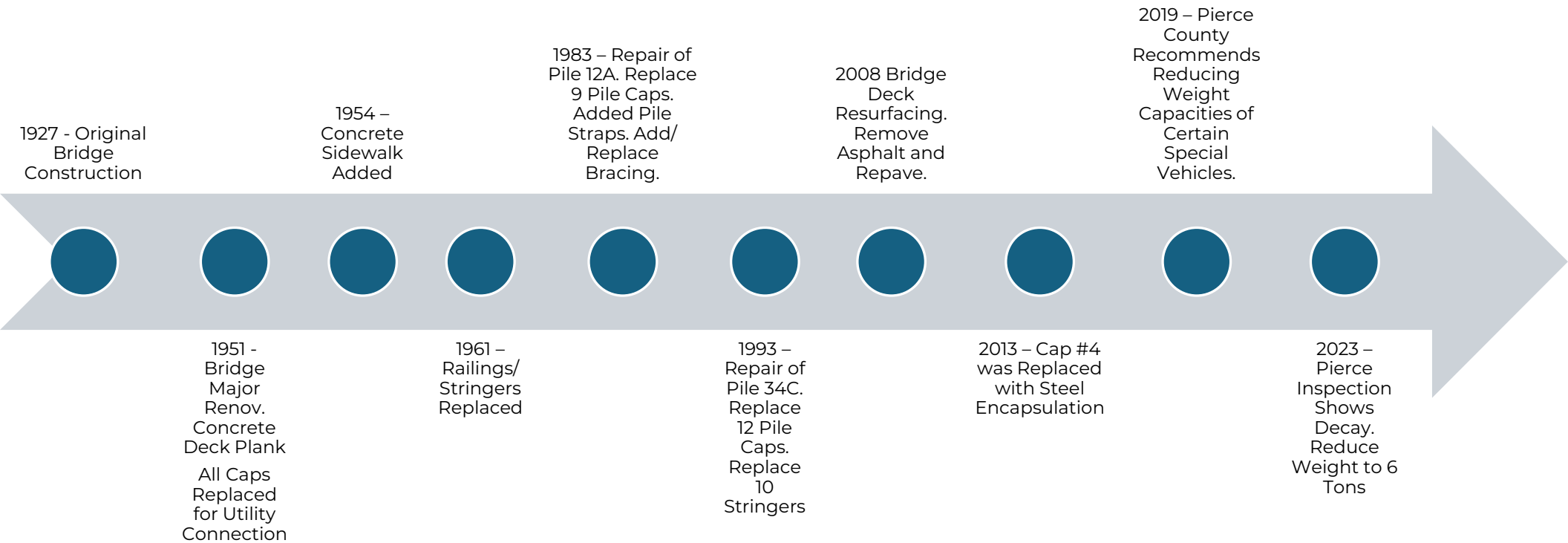
Plans and specifications are being completed with the intention of proceeding with the advertisement on June 7.

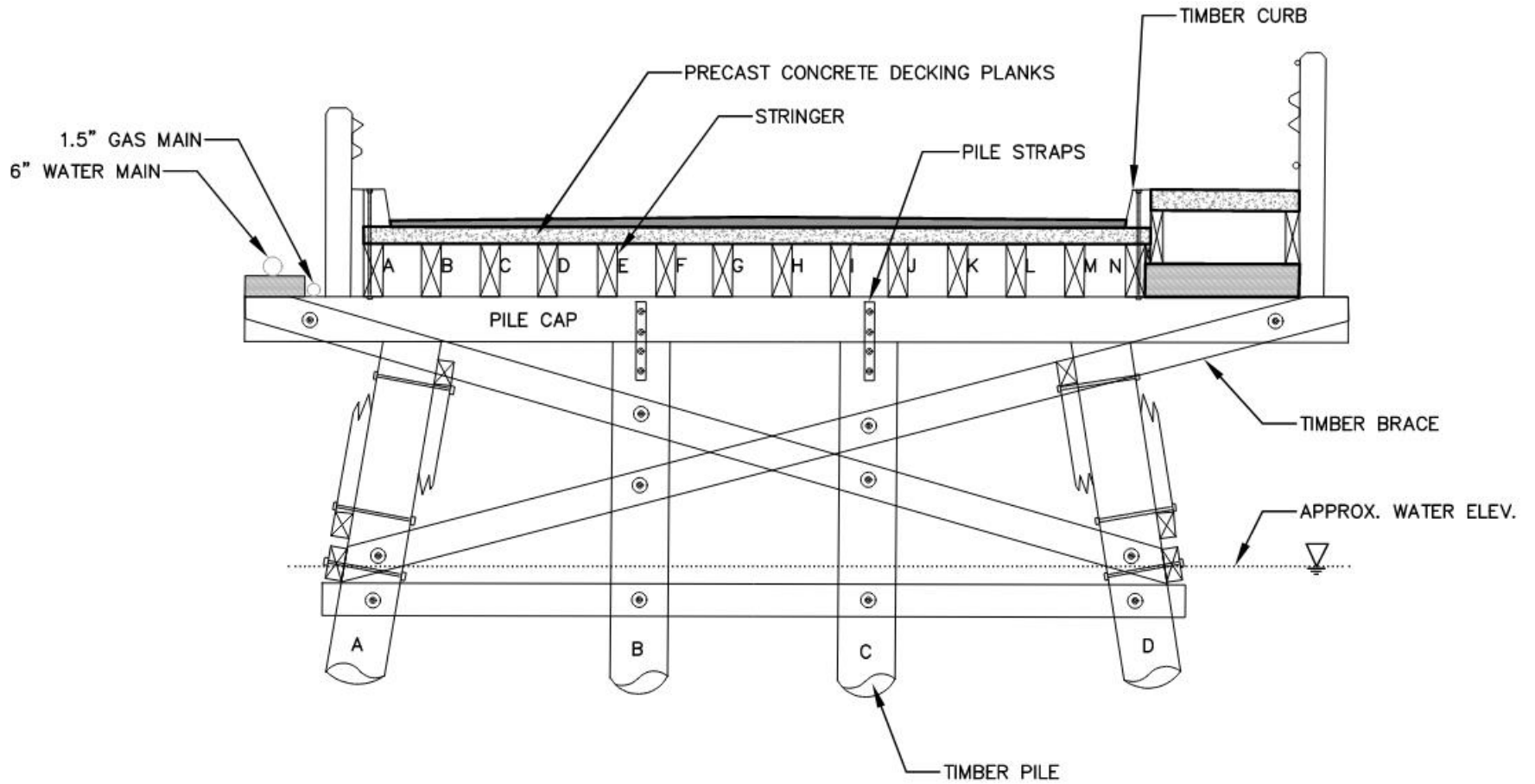


Lake Steilacoom Bridge Repair Update



Bridge Construction/Repair Timeline





Bridge Component Terms

Current Bridge Condition Summary

- Piles Below Water Surface – In general, the pilings are good condition below the surface. Random ¼” striations in the piles due to fungal infection. Piles 12A and 34C have previously been spliced below water level with metal collar.
- Piles Above Water Surface – 168 total piles. 7 of which show some signs of decay. None of them appear critical presently.
- Abutments – Both appear in good condition. A 3” crack was noted in the inspection in 1997. The crack has not grown since that time.
- Pile Caps – 42 caps total. Recommendation is to replace 17 caps this year. Remainder appear to be in good condition presently.
- Timber Braces – In general, these are in good condition. The City will need to replace some of these that have been damaged/decayed through the years.
- Stringers – 19 stringers have been identified by the inspection team as candidates to replace this year. These stringers are all on the outside edges of the bridge where penetrations via the bolts from the timber vehicle curb anchor have introduced weaknesses in the timber treatment. All interior stringers are in good condition with a few having defects which have not worsened through the years.
- Deck – Deck subsurface is precast concrete planks that are in good condition. Roadway portion was milled and overlaid in 2008. Pedestrian sidewalk is in good shape and fishing platforms currently appear suitable.
- Timber Curbing – Curbing was most recently replaced in 2021. The curb is in decent condition with the exception of a single segment that will be replaced during this closure.
- Railing – The railing posts are starting to show signs of decay. While this is not critical to reopen the structure, it will require maintenance in the coming years.
- Utilities – Existing 6” water main and 1.5” abandoned gas main hang off the north side of the bridge were installed in 1960/70’s. The water main is maintained by Lakewood Water District.

Pile Cap Failure



Cap is pulling the deck down in this condition, causing harm to surrounding members



1/2" Shell thickness in Pile Cap 15 caused a 1.5" compressive failure. Photo to the left shows the compression on the cap of Bent 15 on May 14, 2024. Photo above is a representation on the interior condition of the pile cap.

Pile Cap Condition

Pile Cap Replacement in 2013 – Steel Encapsulation

WSDOT performed a steel encapsulation of the cap on Bent 4 in 2013. It is expected that the cost for this treatment will be much more significant than the replacement of the timbers. Additionally, material is not available during the current fish window.



Bridge Repair Option 1

This option includes work performed to replace the pile caps which currently have a critical finding rating. Without replacing these caps, the bridge cannot reopen. Caps on Bents 6, 12, 15, 16, 21, 33, 40, and 43 are at the point where the beams can no longer support adequate weight to keep the bridge open.

Five of the eight caps listed as critical, including the most critical beam which caused the immediate full closure, were replaced in 1983.

The estimated cost for option 1 is \$467,000. This is primarily driven by the excessive cost for the contractor to set up the mobilize such an operation and set up a barge system required to replace the caps.

Traffic Control and Closure Rentals:	\$12,000.00
Permits and Design/Advertising:	\$10,000.00
Material Procurement:	\$15,000.00
<u>Contractor Labor and Equipment:</u>	<u>\$430,000.00</u>
Total Estimated Cost (Option 1):	\$467,000.00

Bridge Repair Option 2

This option includes work performed to replace the pile caps which currently have a critical finding rating and those which our structural engineer have determined to be a good portion of the way into the decay process. While we cannot say for certain that the beams listed here for replacement won't make it shorter or last longer, this option is expected to replace caps which are expected to be or enter the critical stage in the next 2-5 years.

This option will replace 10 caps and 10 stringers immediately near/selectively chosen for replacement.

The estimated cost for option 2 is \$535,000. This is again primarily driven by the excessive cost for the contractor to set up the mobilize such an operation and set up a barge system required to replace the caps and stringers.

Traffic Control and Closure Rentals:	\$12,000.00
Permits and Design/Advertising:	\$10,000.00
Material Procurement:	\$23,000.00
<u>Contractor Labor and Equipment:</u>	<u>\$490,000.00</u>
Total Estimated Cost (Option 2):	\$535,000.00

Bridge Repair Option 3

This option includes work performed to replace the pile caps which currently have all members which our structural engineer have entered into the decay process. While we cannot say for certain that the beams listed here for replacement won't make it shorter or last longer, this option is expected to replace caps which are expected to be or enter the critical stage in the next 5-10 years.

This option will replace 17 caps and 19 stringers which have been determined to have entered the decaying process.

The estimated cost for option 3 is \$829,000.

Traffic Control and Closure Rentals:	\$12,000.00
Permits and Design/Advertising:	\$10,000.00
Material Procurement:	\$37,000.00
<u>Contractor Labor and Equipment:</u>	<u>\$770,000.00</u>
Total Estimated Cost (Option 3):	\$829,000.00

Bridge Repair Option 4

This option includes work performed to replace all pile caps and only the stringers which are identified as a portion of Option 3. The cap on Bent 4 will not need to be replaced under this option. It was retrofitted with a steel encapsulation operation in 2013.

Some of the existing caps replaced during the 1951 retrofit of the bridge have been performing better against decay as a result of the differing treatment processes permitted during that time. Replacing the caps which have not yet entered the decay stages will not ensure a longer cycle between replacement of the caps.

This option will replace 41 caps and the 19 stringers which have been determined to have entered the decaying process.

The estimated cost for option 4 is \$1,537,000.

Traffic Control and Closure Rentals:	\$12,000.00
Permits and Design/Advertising:	\$15,000.00
Material Procurement:	\$90,000.00
<u>Contractor Labor and Equipment:</u>	<u>\$1,420,000.00</u>
Total Estimated Cost (Option 4):	\$1,537,000.00

Bridge Repair Option 5

This option includes work performed to replace all pile caps and outside stringers which are the most frequently replaced. The cap on Bent 4 will not need to be replaced under this option. It was retrofitted with a steel encapsulation operation in 2013.

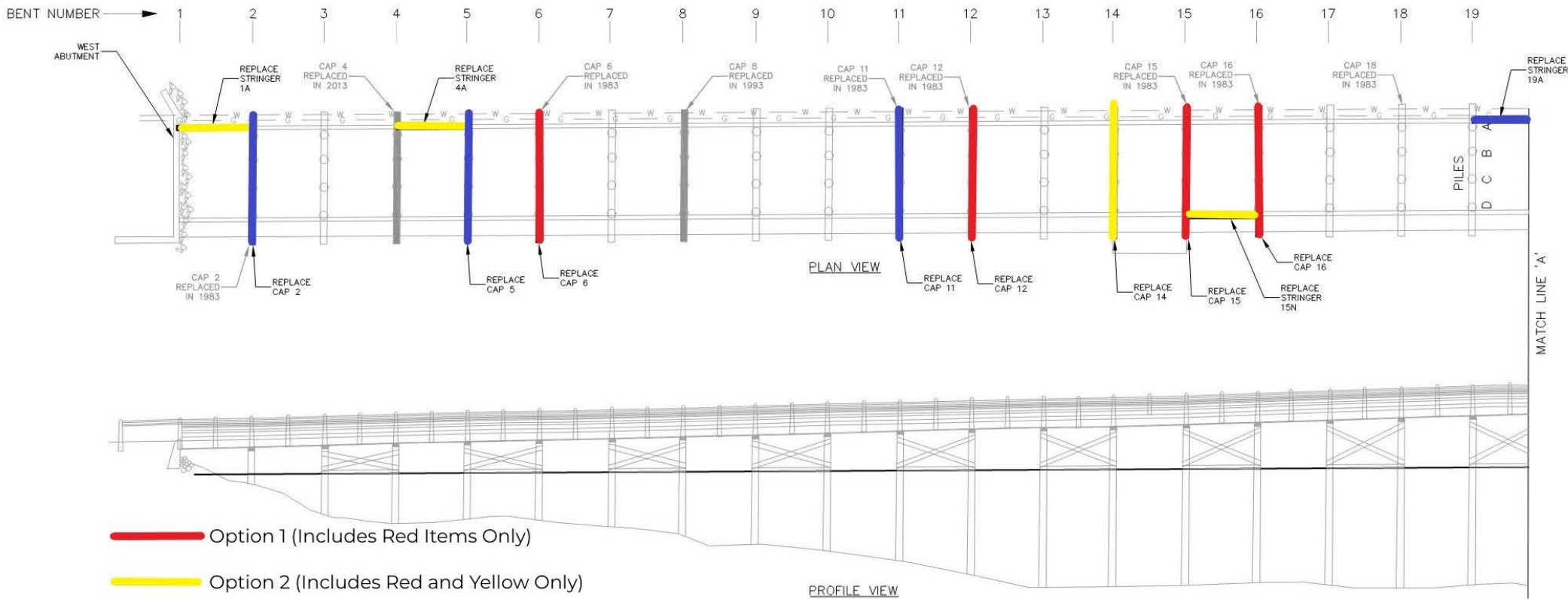
Some of the existing caps replaced during the 1951 retrofit of the bridge have been performing better against decay owing to the differing treatment processes permitted during that time. Replacing the caps which have not yet entered the decay stages will not ensure a longer cycle between replacement of the caps.

This option will replace 41 caps and 172 stringers, which have been determined to have entered the decaying process. This will be spread out over a two-year period as the fish window is limited to a three ten-week period.

The estimated cost for option 5 is \$2,817,000.

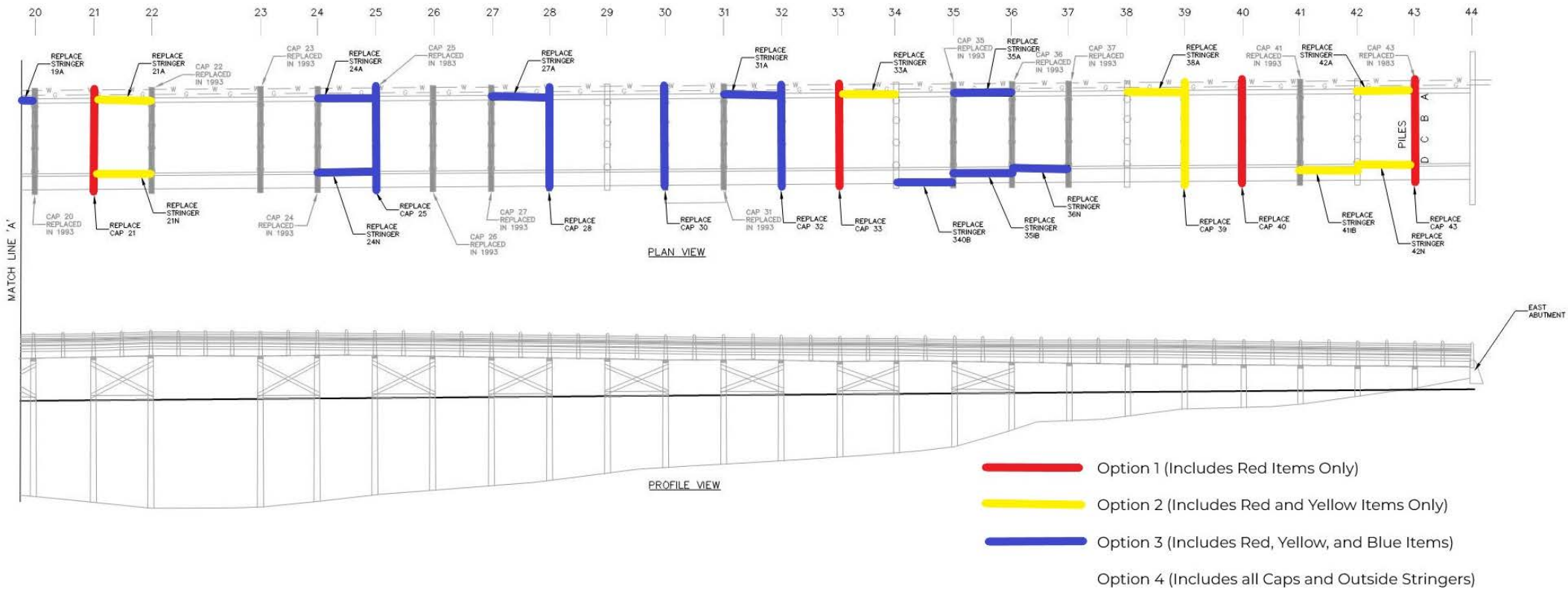
Traffic Control and Closure Rentals:	\$12,000.00
Permits and Design/Advertising:	\$15,000.00
Material Procurement:	\$140,000.00
<u>Contractor Labor and Equipment:</u>	<u>\$2,650,000.00</u>
Total Estimated Cost (Option 5):	\$2,817,000.00

Which Wooden Members Need to be Replaced?



- █ Option 1 (Includes Red Items Only)
- █ Option 2 (Includes Red and Yellow Only)
- █ Option 3 (Includes, Yellow, and Blue Items)
- Option 4 (Includes all Caps and Option 3 Stringers)
- Option 5 (Includes all Caps and all Outside Stringers)

Which Wooden Members Need to be Replaced (Cont.)?



Repair Recommendation

It is recommended that the City proceeds with option 3 (replacement of all pile caps and stringers currently experiencing decay). As previously mentioned, some of the 70 year old caps and stringers are more resistant to decay than the newer replacements 30-40 years of age. Replacing the members currently showing signs of decay provides the largest economic benefit for the long term for the maintenance of the bridge. As shown in the estimates, the majority of the cost of replacement is obtaining a contractor to set up the systems to be able to lift the bridge repetitively.





After removing bracing, securing the sidewalk and utilities, the contractor will use falsework, friction collars, and a synchronous jacking system to lift the bridge up approximately 1.25". They will then cut the bad sections of pile cap out. Once removed, crews will lower and move the new timber cap into place using a boom truck and roller systems. They'll secure the new cap, reconnect bracing, and lower the bridge. Falsework will be removed, and crews will reset on the next bent.

Pile Cap Replacement

Equipment and Construction Area

It is likely that the contractor will need to bring in a modular barge and a few work boats to get crew and material out to the barge daily. They will buoy off the work area for the public and worker safety. They will also use boom trucks to lower material on to the barge.

The duration of work is expected to last approximately two months.



Future Concerns?

- The rail posts have show significant deterioration and will need to be replaced at some point in the future.
- Additionally, seven piles have issues above and right at the water level. Options will be evaluated in the coming years and presented to Council for further discussion.
- Timber braces are starting to wear and may need to be reviewed.

