



## LAKWOOD CITY COUNCIL AGENDA

Monday, September 16, 2013

7:00 P.M.

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

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Page No.

### Call to Order

### Roll Call

### Flag Salute

### City Manager Report

### Proclamations and Presentations

1. Proclamation in remembrance of Mike Carrell, former Senator of the 28<sup>th</sup> Legislative District. - *Mrs. Charlotte Carrell*
2. Certificates of Appreciation recognizing Matt Kaser, Assistant City Attorney and Detective Russ Martin for police and legal services. - *Special Agent Nathan Echols, General Crimes Team, Joint Base Lewis-McChord CID Office*

### Public Comments

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

- ( 1 ) A. Approval of the minutes of the City Council meeting of September 3, 2013.
- ( 7 ) B. Approval of the minutes of the City Council Study Session of September 9, 2013.

*The Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk's Office, 589-2489, 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>

The Council Chambers will be closed 15 m inutes after adjournment of the meeting.

- (12) C. Approval of payroll check numbers 113034 to 113043 and direct deposits and automated clearing house in the amount of \$1,222,457.77 for the period August 16 - August 31, 2013.
- (13) D. Approval of claim voucher numbers 90513 and 72680 to 76474, in the amount of \$280,889.08 for the period ending September 5, 2013.
- (21) E. Approval of claim voucher numbers 72742 to 72862, in the amount of \$444,867.92 for the period ending September 12, 2013.
- (32) F. Items Filed in the Office of the City Clerk:
1. Community Development Block Grant Citizens' Advisory Board meeting minutes of February 27, 2013 and August 14, 2013.
  2. Lakewood Arts Commission meeting minutes of August 5, 2013.
- (41) G. Resolution No. 2013-18
- Authorizing the sale of Lakewood Police canine Astor as surplus property.

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

### Appointments

- (44) Motion No. 2013-39

Appointing Keila Pritchard as the Youth Council representative on the Lakewood's Promise Advisory Board for school year 2013-2014. - Mayor

### Unfinished Business

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The Council Chambers will be closed 15 minutes after adjournment of the meeting.

**New Business**(45) Motion No. 2013-40

Authorizing the execution of an agreement with Lakeview Light and Power relative to the installation of fiber optic cabling along Bridgeport Way from Pacific Highway to 100<sup>th</sup> Street; Pacific Highway from Bridgeport Way to 108<sup>th</sup> Street; South Tacoma Way from Pacific Highway to 96<sup>th</sup> Street; 100<sup>th</sup> Street from 59<sup>th</sup> Avenue to Bridgeport Way; and 59<sup>th</sup> Avenue from 100<sup>th</sup> Street to Lake Grove. - *Public Works Director*

**Briefing by the City Manager****City Council Comments****Adjournment**

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The Council Chambers will be closed 15 m inutes after adjournment of the meeting.

**LAKWOOD CITY HALL**  
6000 Main Street SW, Lakewood, WA 98499-5027  
(253) 589-2489

**MEETING SCHEDULE**  
**September 16, 2013 – September 20, 2013**

Date	Time	Meeting	Location
September 16	6:00 P.M.	Youth Council	Clover Park School District Student Services Center, Room 18
	7:00 P.M.	City Council	Lakewood City Hall Council Chambers
September 17	7:30 A.M.	Coffee with the Mayor	St. Clare Hospital Resource Center 4908 112 <sup>th</sup> Street SW
September 18	5:30 P.M.	Community Development Block Grant Citizens' Advisory Board	Lakewood City Hall 1 <sup>st</sup> Floor, Conference Room 1E
	6:00 P.M.	Pt. Defiance Rail Bypass	Tillicum Community Center 14916 Washington Ave SW
	6:30 P.M.	Planning Advisory Board	Lakewood City Hall Council Chambers
September 19	4:00 P.M.	Human Services Funding Advisory Board	Lakewood City Hall 3 <sup>rd</sup> Floor, Executive Conference Room 3A
September 20	No Meetings Scheduled		

**TENTATIVE MEETING SCHEDULE**  
**September 23, 2013 – September 27, 2013**

Date	Time	Meeting	Location
September 23	7:00 P.M.	City Council Study Session	Lakewood City Hall Council Chambers
September 24	5:30 P.M.	Parks and Recreation Advisory Board	Lakewood City Hall 1 <sup>st</sup> Floor, Conference Room 1D
	5:30 P.M.	Citizens' Transportation Advisory Committee	Lakewood City Hall 1 <sup>st</sup> Floor, Conference Room 1E
September 25	5:30 P.M.	Community Development Block Grant Citizens' Advisory Board	Lakewood City Hall 3 <sup>rd</sup> Floor, Executive Conference Room 3A
	6:30 P.M.	Planning Advisory Board	Lakewood City Hall Council Chambers
September 26	3:30 P.M. By Appointment Only	City Talk with the Mayor (or another Councilmember) Please call (253) 589-2489 for an appointment.	Lakewood City Hall Mayor's Office, 3 <sup>rd</sup> Floor
	6:00 P.M.	Landmarks & Heritage Advisory Board	Lakewood City Hall 3 <sup>rd</sup> Floor, Executive Conference Room 3A
September 27	No Meetings Scheduled		

NOTE: The City Clerk's Office has made every effort to ensure the accuracy of this information. Please confirm any meeting with the sponsoring City department or entity.



## **LAKESWOOD CITY COUNCIL MINUTES**

Tuesday, September 3, 2013

City of Lakewood  
City Council Chambers  
6000 Main Street SW  
Lakewood, WA 98499

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 7 – Mayor Don Anderson; Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, Helen McGovern-Pilant, Marie Barth and Paul Bocchi.

### **FLAG SALUTE**

The Pledge of Allegiance was led by Mayor Anderson.

### **SWEARING- IN CEREMONY - John J. Caulfield, City Manager**

City Clerk Bush administered the Oath of Office to City Manager John J. Caulfield.

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

City Manager Caulfield announced that on September 15, 2013 the City will be hosting a 4/2 Stryker Brigade Parade at the Towne Center starting at 9:00 a.m. Later in the afternoon a Community Festival will be held at Ft. Steilacoom Park starting at noon.

He announced that the Farmer's Market continues to be held on Tuesdays through September 17, 2013.

He then reported that the City Connections newsletter is scheduled to be delivered later this week or early next week.

He reported that the Council's September 9, 2013 Study Session will be a joint meeting with the Landmarks and Heritage Advisory Board.

## **PROCLAMATIONS AND PRESENTATIONS**

### **Youth Council Report**

The Youth Council reported on the Youth Council's first official meeting that was held today and that they are currently discussing ideas for a joint event with the Council. The Youth Council then commented on upcoming events of the Youth Council.

### **Proclamation declaring September 13, 2013 as Lakewood Playhouse Day**

COUNCILMEMBER BOCCHI PRESENTED A PROCLAMATION DECLARING SEPTEMBER 13, 2013 AS LAKEWOOD PLAYHOUSE DAY TO MR. JOHN MUNN, EXECUTIVE DIRECTOR OF THE LAKEWOOD PLAYHOUSE.

### **Clover Park School District Board Report**

Clover Park School District (CPSD) Board President Carole Jacobs reported that today was the first day of school. She announced that the teachers ratified their contract by 97 percent. The contract is pending Board approval on Monday, September 9, 2013. She spoke about a five day orientation for teachers. She reported that there are three all-day kindergarten programs this year. She announced that September 10, 2013 is the grand opening of Hudtloff Middle School from 6:00 p.m. to 7:30 p.m. She then spoke about staff changes at the school administration level.

She commented on the District's student exams results and the progress that have been made. She reported on the construction of Harrison Preparatory School, Carter Lake, Hillside and Greenwood Elementary Schools at JBLM.

## **PUBLIC COMMENTS**

Speaking before the Council was:

*Dennis Haugen, Lakewood resident*, spoke about poverty. He then spoke about industrial development.

*Mayor Smith, Mountlake Terrace*, provided complimentary remarks about John Caulfield when he served as City Manager of Mountlake Terrace, and his expertise in finances.

*Pierce County Councilmember Doug Richardson, Lakewood resident*, welcomed John Caulfield, Lakewood's new City Manager. He then commented on a technical meeting about the interchange justification reports relative to the Point Defiance Bypass. He reported that a September 24, 2013 joint technical meeting will be held

on the Bypass. He then commented on the County sewer grant program for economic development purposes.

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

- A. Approval of the minutes of the City Council meeting of August 19, 2013.
- B. Approval of the minutes of the City Council Special meeting of August 26, 2013.
- C. Approval of the minutes of the City Council Study Session of August 26, 2013.
- D. Approval of payroll check numbers 113025 to 113033 and direct deposits and automated clearing house in the amount of \$913,304.51 for the period August 1 - 15, 2013.
- E. Approval of claim voucher numbers 72414 to 72543, in the amount of \$622,596.53 for the period ending August 15, 2013.
- F. Approval of claim voucher numbers 130226, 11812309 and 72544 to 72617, in the amount of \$171,913.08 for the period ending August 21, 2013.
- G. Approval of claim voucher numbers 20130823 and 72618 to 72679, in the amount of \$569,434.53 for the period ending August 29, 2013.
- H. Items Filed in the Office of the City Clerk:
  - 1. Landmarks and Heritage Advisory Board meeting minutes of May 12, 2013.
  - 2. Public Safety Advisory Committee meeting minutes of June 5, 2013.

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

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

#### APPOINTMENTS

**Motion No. 2013-38 appointing Nina Klinkhammer to serve on the Youth Council for the 2013-2014 school year.**

COUNCILMEMBER BOCCHI MOVED TO CONFIRM THE APPOINTMENT OF NINA KLINKHAMMER TO SERVE ON THE YOUTH COUNCIL FOR THE 2013-2014 SCHOOL YEAR. SECONDED BY COUNCILMEMBER BARTH. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

## **ORDINANCE**

**Ordinance No. 567 amending Sections 18A.30.440, 18A.30.450, 18A.30.540 and 18A.50.241 of the Lakewood Municipal Code relative to drive through facilities.**

DEPUTY MAYOR WHALEN MOVED TO ADOPT ORDINANCE NO. 567. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

## **RESOLUTIONS**

**Resolution No. 2013-17 authorizing the City Manager to execute an interlocal agreement with the Town of Steilacoom for court, prosecution and public defense services.**

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT RESOLUTION NO. 2013-17. SECONDED BY COUNCILMEMBER MCGOVERN-PILANT.

COUNCILMEMBER BRANDSTETTER MOVED TO AMEND RESOLUTION 2013-17 TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF STEILACOOM FOR COURT, PROSECUTION AND PUBLIC DEFENSE SERVICES PROVIDING THE AGREEMENT CONTAINS A PROVISION OF MUTUAL DISSOLUTION AND REQUIRES THE TOWN OF STEILACOOM TO UTILIZE THE LAKEWOOD MUNICIPAL COURT JUDGE. THERE BEING NO SECOND TO THE MOTION, THE MOTION DIED.

DEPUTY MAYOR WHALEN MOVED TO AMEND ITEM H. OF THE INTERLOCAL AGREEMENT TO READ: "TERM. THE INITIAL TERM OF THIS AGREEMENT IS FOR THREE YEARS AND THREE MONTHS THROUGH DECEMBER 31, 2016 WITH THE PARTIES CONSULTING ON A REGULAR BASIS TO ESTABLISH WHETHER AMENDMENTS ARE NEEDED TO ACHIEVE THE BEST RESULTS POSSIBLE FOR BOTH PARTIES. IF THE DESIRED RESULTS CANNOT BE ACHIEVED THROUGH AN AGREEMENT BETWEEN THE PARTIES, EITHER PARTY SHALL NOTIFY THE OTHER IN WRITING NO LATER THAN JULY 1 FOR AN ANTICIPATED TERMINATION OF DECEMBER 31 OF THE SAME YEAR. THIS ALLOWS BOTH PARTIES SUFFICIENT TIME TO ADDRESS ALTERNATIVE MEASURES TIMELY WITHIN THE BUDGET SESSION. WITHOUT SUCH NOTICE THE AGREEMENT AUTOMATICALLY RENEWS FOR ONE YEAR INCREMENTS THROUGH DECEMBER 31, 2023. SECONDED BY COUNCILMEMBER BARTH. VOICE VOTE WAS TAKEN AND CARRIED.

VOICE VOTE WAS TAKEN ON RESOLUTION NO. 2013-17 AND THE AMENDED INTERLOCAL AGREEMENT WITH THE TOWN OF STEILACOOM. THE MOTION CARRIED UNANIMOUSLY.

### **UNFINISHED BUSINESS**

None.

### **NEW BUSINESS**

None.

### **BRIEFING BY THE CITY MANAGER**

None.

### **CITY COUNCIL COMMENTS**

Councilmember Moss spoke about Dr. Walstrum's retirement ceremony she attended. She welcomed City Manager John Caulfield. She indicated that she will not be able to attend the 4/2 Stryker Brigade parade and celebration due to another commitment.

Councilmember Brandstetter spoke about meeting with lobbyist Briahna Taylor about legislation and announced that a special meeting is being called by the Governor to discuss a transportation package. He asked if the Council has a position about the matter and requested that the Council hold a discussion about this. He indicated that the Flood Control Advisory Board meeting will be held on Friday, September 13, 2013 and that the Board will be discussing whether the Board would want to adjust the funding assessment to taxpayers next year. He asked for Council's input about assessing taxpayer costs.

Councilmember Barth spoke about Dr. Walstrum's farewell celebration. She also welcomed City Manager John Caulfield.

Councilmember McGovern-Pilant welcomed City Manager John Caulfield and thanked Heidi Wachter for serving as interim city manager.

Deputy Mayor Whalen commented on the Dr. Walstrum retirement ceremony. He then welcomed City Manager John Caulfield. He spoke about the welcome home event on September 15, 2013 and asked if the Council could have an overview of the event at next week's Council meeting. He then asked if the Council could view the City Connections newsletter in draft form before it is published. He provided positive comments about the drive through facilities ordinance that the Council adopted. He then spoke about the Towne Center update that is scheduled for the Council's September 23, 2013 Study Session.

Mayor Anderson indicated that there is a planning meeting regarding the 4/2 Stryker Brigade Community Festival on September 4, 2013. He then commented on the City employees barbecue last week. He reported on a meeting he attended where City staff presented an update on the Pt. Defiance Bypass. He then commented on the Jack Nicklaus event he attended at the Tacoma Golf and Country Club. He then spoke about the Sgt Major Troxell, community connector, event he attended, and the Brigadier General Bill Gaylor, event he attended later that evening.

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**ADJOURNMENT**

There being no further business, the meeting adjourned at 8:30 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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ALICE M. BUSH, MMC  
CITY CLERK



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

Monday, September 9, 2013  
City of Lakewood  
City Council Chambers  
6000 Main Street SW  
Lakewood, WA 98499

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 7 – Mayor Don Anderson; Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, Helen McGovern-Pilant, Marie Barth and Paul Bocchi.

Landmarks and Heritage Advisory Board Members Present: 7 – Chairperson Steve Dunkelberger; Members Bill Harrison, Walter Neary, Glen Spieth, Joan Cooley, Beth Campbell and Darrell Nelson.

### **ITEMS FOR DISCUSSION:**

#### **Joint meeting with the Landmarks and Heritage Advisory Board (LHAB)**

LHAB Chairperson Dunkelberger introduced members of the LHAB present.

LHAB Member Walter Neary spoke about the economic development value of historic preservation and communities who have treasured their history.

Ms. Jennifer Schrek, historic preservation consultant, spoke about a Lakewood historic sites map she is preparing.

LHAB Member Joan Cooley spoke about the importance of having an educational component about historic preservation and the DVD that the LHAB produced.

LHAB Chairperson Dunkelberger spoke about LHAB designating public property such as Ft. Steilacoom park, as a historic landmark.

Discussion ensued about private property rights when third parties designate properties without the consent of the property owner; and with regard to public properties, historic designations should be determined by the Council.

Ms. Schrek explained the advantages that come with each form of designation (national register, state register and local register). She explained that local designations provide for design review and local tax credits.

Further discussion ensued on the structural condition of the little red school house that is designated as a historic property and if there had been dialogue with the Clover Park School District about the condition and use of the little red school house; has donations been sought for the little school red house; are potential designated property owners educated about the tax credit opportunities; is there a required percentage of a historic building in which its historic features are to be maintained; and what is the targeted date for completing the historic tour map (December 1, 2013).

LHAB Member Beth Campbell then spoke about her work with the Woodbrook Hunt Club relative to their historic designation.

Discussion ensued about the language in the draft ordinance about the historic preservation program. It was suggested that perhaps two ordinances be prepared, one that creates the LHAB acknowledging its existence and its past work and a second ordinance describing the historic preservation program and the designation process. It was the consensus of the Council that public buildings be recommended by LHAB for historic designation and that the Council be the adjudicator. Further, it was agreed that the Council Subcommittee consisting to Councilmembers Brandstetter and Bocchi work in collaboration with a LHAB Subcommittee in drafting a proposed ordinance about the historic preservation program.

### **Comprehensive Plan Update**

Assistant City Manager Bugher provided an overview of the Comprehensive Plan work plan. He reviewed the purpose, status report, and revisions to the public participation plan. He then distributed a timeline for the Comprehensive Plan work plan and asked for Council direction.

Discussion ensued about adding JBLM's timeline to the schedule; providing for a visioning process; staff bringing up the Puget Sound Regional Council (PSRC) mandates to the process; what did the first SEPA process consist of (non-technical amendments that are non-controversial); Council's review of the housing incentives section; what is the definition of blight; shouldn't the capital facilities plan be included with the budget; is the revised subdivision code a part of the Comprehensive Plan (not being proposed to go in the Comprehensive Plan); what is the cost/benefit of urban renewals; developing neighborhood plans with neighborhoods in considering and prioritizing what amenities neighborhoods would like to see to be added to the capital facilities plan; why have the housing incentives regulations not worked in design and review and does the Council want to provide incentives for creating affordable housing if it is not being used; integrating a non-motorized plan with the Comprehensive Plan and Legacy Plan; given the

competition, what is Lakewood going to do to make it more desirable to live and play; creating for greater connectivity to the Towne center; promoting more single-family residential housing versus apartments to increase the density; correcting the technical difficulties to view the Comprehensive Plan on the website; what can be done to implement the vision of the Plan and use police powers such as code enforcement to further remove deteriorated properties and look at perpetrators; setting goals that are within the PSRC average or in the range in the Puget Sound area and how to reach densities without wiping out single family housing; how to handle vacant and blighted neighborhood business corridors along Bridgeport to 100<sup>th</sup> Street, Steilacoom Boulevard from Gravelly Lake Drive to the hospital; creating a visioning plan for the Springbrook neighborhood; supporting the extension of sewers in Tillicum/Woodbrook; and if Woodbrook Middle School moves, what can be provided to Woodbrook residents; and the need for connectivity to the lakes.

## **BRIEFING BY THE CITY MANAGER**

### **Overview of September 15, 2013 4/2 Stryker Brigade Parade and Community Festival**

City Manager John Caulfield called on Parks Director Dodsworth who provided an overview of the September 15, 2013 4/2 Stryker Brigade Parade and Community Festival. Council suggesting contacting KLAY, Seattle radio stations, and Clover Park School District to advertise the event and placing flyer on City's website.

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City Manager Caulfield announced that on September 11, 2013, West Pierce Fire & Rescue will be hosting a 9/11 remembrance ceremony and bronze statue dedication at 6:00 p.m, at Station 31, in University Place.

He announced that on September 18, 2013 a Point Defiance Rail Bypass meeting will be held at Tillicum Community Center at 6:00 pm. He reported that a compilation of comments received will be brought before the Council in October, 2013.

He then announced that at the September 23, 2013 Council Study Session, RAPI will be presenting an update on the Lakewood Towne Center redevelopment. Also that evening there will be a Joint meeting with CDBG (Community Development Block Grant) Citizens Advisory Board

He then asked if the Council was available for a Council Retreat on October 5, 2013 to discuss legislative priorities.

**ITEMS TENTATIVELY SCHEDULED FOR THE SEPTEMBER 16, 2013  
REGULAR CITY COUNCIL MEETING:**

1. Proclamation in remembrance of Mike Carrell, former Senator of the 28th Legislative District. - Mrs. Charlotte Carrell
2. Authorizing the sale of Lakewood Police Canine Astor as surplus property. - (Resolution - Consent Agenda)
3. Authorizing the execution of an agreement with Lakeview Light and Power relative to the installation of fiber optic cabling along Bridgeport Way from Pacific Highway to 100th Street; Pacific Highway from Bridgeport Way to 108th Street; South Tacoma Way from Pacific Highway to 96th Street; 100th Street from 59th Avenue to Bridgeport Way; and 59th Avenue from 100th Street to Lake Grove. - (Motion - Regular Agenda)

**CITY COUNCIL COMMENTS**

Councilmember Bocchi commented on the Pierce County Rules Committee discussion about an open space designation for the Oakbrook Golf Course.

He announced that on September 10, 2013 Hudtloff Middle School will be holding a grand opening.

Councilmember Moss announced that there will be three Sound Transit roundtrip options starting September 30, 2013 from Lakewood to Seattle, starting at 6:06 am, 6:26 am and 6:46 am and three return trips at 4:12 pm, 4:32 pm and 4:52 pm. She announced that there will be an express bus route from Olympia to Seattle stopping at Lakewood Station and the I-512 parking lot. She also indicated there will be trains to the fair.

She announced that Communities In Schools received a grant to expand for five years.

She then commented on her participation in a Communities and Schools event at the Clover Park School District football event.

She indicated that citizens have commented that they would more likely attend a Council meeting if meetings started at 6:00 p.m.

Councilmember Barth spoke about the Public Safety Advisory Committee and the Tillicum Neighborhood Association meetings she attended. She then spoke about Mr. Taylor's 80th birthday celebration she attended.

Councilmember Brandstetter commented about the Flood Control Zoning District meeting and their discussion to make contributions to the City of Tacoma for infrastructure to control Tacoma's sewage treatment plant and a levy system in the

Orting area. He then commented on a discussion on the tax mill rate and recommendations going before the Pierce County Board of Supervisors.

He then commented on attending Mr. Taylor's birthday celebration.

Deputy Mayor Whalen commented on the Arts Commission meeting he attended and their work on an RFP for the Bridgeport Way entrance in preparation of the US Open. He also commented on the CPSD Board meeting where he introduced City Manager Caulfield and provided a Council report.

Councilmember McGovern-Pilant expressed concern about a CDBG Citizens Advisory Board meeting minutes that described City staff meeting with Bank of America to gain access to real estate owned properties which could generate competition with non-profits.

Mayor Anderson commented that Pierce Transit's projected tax increase is 8% in 2014. He indicated that on September 11, 2013 he will be attending a 4/2 event and later a Patriot Day ceremony. He reported that he will not be attending the September 16 and 23, 2013 Council meetings.

#### **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:45 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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ALICE M. BUSH, MMC  
CITY CLERK

**Payroll Distribution**  
**City of Lakewood**  
**Pay Period ending 8/31/13**

**Direct Deposit and ACH in the amount of : \$1,204,535.68**  
**Payroll Ck#'s 113034 -113043 in the amount of : \$17,922.09**  
**Total Payroll Distribution: \$1,222,457.77**

**EMPLOYEE PAY TOTAL BY FUND:**

<u>001 - GENERAL FUND</u>	<u>AMOUNT</u>
CITY COUNCIL	\$ 2,028.75
MUNICIPAL COURT	\$ 28,174.87
CITY MANAGER	\$ 3,819.12
FINANCE & IS	\$ 27,788.26
LEGAL	\$ 17,463.27
COMMUNITY DEVELOPMENT	\$ 28,886.35
HUMAN RESOURCES	\$ 9,414.80
PARKS & RECREATION	\$ 36,794.61
ECONOMIC DEVELOPMENT	\$ 5,952.88
POLICE	\$ 259,133.83
PUBLIC WORKS (98)	\$ 5,476.36
NON-DEPARTMENTAL (99)	\$ 5,720.07
<b>General Fund Total</b>	<b>\$ 430,653.17</b>
101 - STREET OPERATIONS & MAINT.	\$ 23,334.98
102 - STREET CAPITAL PROJECTS FUND	\$ 21,026.00
104 - HOTEL/MOTEL FUND	\$ 516.10
180 - NARCOTICS SEIZURE FUND	\$ 1,009.37
190 - GRANT FUND	\$ 4,309.72
191 - NSP GRANT FUND	\$ 1,015.59
192 - OEA GRANT FUND	\$ 4,384.50
195 - PUBLIC SAFETY GRANT FUND	\$ 5,106.22
311 - SEWER PROJECT CIP FUND	\$ 420.68
312 - SEWER AVAILABILITY	\$ 1,114.00
401 - SURFACE WATER MANAGEMENT FUND	\$ 24,115.33
<b>Other Funds Total</b>	<b>\$ 86,352.49</b>

<b>EMPLOYEE PAY TOTAL</b>	<b>\$ 517,005.66</b>
<b>BENEFITS TOTAL</b>	<b>\$ 705,452.11</b>
<b>GRAND TOTAL</b>	<b>\$ 1,222,457.77</b>







Bank code :	csb				Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor						
72698	9/5/2013	008092 NVL LABORATORIES INC			(Continued)			
72699	9/5/2013	009317 OPTIC FUSION INC		22130			40 MBPS INTERNET CONNECTIVITY	<b>Total:</b> 852.25
72700	9/5/2013	010630 PRINT NW		5489201			SUPPLIES	1,549.28
72701	9/5/2013	010592 SKAU, MATTHEW		08/13			08/13 PROSECUTION SERVICES	<b>Total:</b> 1,549.28
72702	9/5/2013	002913 SOUND ENERGY SYSTEMS		102737 102744			FIRE SMOKE DAMPERS LABOR HOURS: AHU-1	1,025.65
72703	9/5/2013	008309 SOUND HOME MAINTENANCE LLC		07/21/13 07/26/13			ANNUAL BACKFLOW TESTS/REPAIRS BACKFLOW TESTS	<b>Total:</b> 2,315.00
72704	9/5/2013	009493 STAPLES ADVANTAGE		3206636661 3206636662 3206692453 3207163697			SUPPLIES SUPPLIES SUPPLIES SUPPLIES	3,829.00
72705	9/5/2013	006497 SYSTEMS FOR PUBLIC SAFETY		22209 22232 22267			CV#2121013 REPLACE FILTERS CV#2121004 INSPECT, SET PRESSURE CV#4130006 LUBE/FILTER, SERPENTIN	278.97
72706	9/5/2013	000153 TYLER TECHNOLOGIES INC		045-93746 045-94046			PO 4246 PERMIT/LICENSE SUPPORT V PO 4247 PERMIT SOFTWARE SERVICE	<b>Total:</b> 4,107.97
72707	9/5/2013	009957 WASHINGTON TRACTOR INC		281224			PARTS	2,641.48
72708	9/5/2013	000003 AABERGS TOOL & EQUIPMENT		10351			RENT PLANER GAS EDCO	50.84
<b>06</b>								<b>Total:</b> 2,692.32
								49.31
								45.46
								37.78
								130.93
								<b>Total:</b> 263.48
								226.98
								137.84
								75.16
								<b>Total:</b> 439.98
								2,028.49
								3,000.00
								<b>Total:</b> 5,028.49
								44.89
								<b>Total:</b> 44.89
								876.00

Bank code :	csb				Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor						
72708	9/5/2013	000003	000003 ABERGS TOOL & EQUIPMENT		(Continued)		<b>Total :</b>	<b>876.00</b>
72709	9/5/2013	006465	AGRI SHOP				SUPPLIES	73.22
							PARTS	80.96
							PARTS	102.91
							<b>Total :</b>	<b>257.09</b>
72710	9/5/2013	003726	BUNCE RENTAL INC		84536-1		RENT AIRLESS PAINT SPRAYER	294.34
							<b>Total :</b>	<b>294.34</b>
72711	9/5/2013	010718	C & P FENCING		E2603 PP # 2		E2603 PP # 2 PW FAC FENCE CONST T	13,799.41
					E2603 PP # 2		E2603 PP # 2	-3,003.03
							<b>Total :</b>	<b>10,796.38</b>
72712	9/5/2013	010696	CAPITAL ONE COMMERCIAL		054605		SUPPLIES	523.13
					056762		SUPPLIES	196.94
							<b>Total :</b>	<b>720.07</b>
72713	9/5/2013	005896	CCH INCORPORATED		2100189525		GOVT GAAP GUIDE	326.05
							<b>Total :</b>	<b>326.05</b>
72714	9/5/2013	002120	CHICAGO TITLE INSURANCE CO		LHR-097 ZARINS		LHR-097 ZARINS: RECORDING FEES	80.00
							<b>Total :</b>	<b>80.00</b>
72715	9/5/2013	002120	CHICAGO TITLE INSURANCE CO		MHR-117 HUNSBERGER		MHR-117 HUNSBERGER: RECORDING	78.00
							<b>Total :</b>	<b>78.00</b>
72716	9/5/2013	006085	COLUMBIA FORD		3/E169	G	PO 4302 2014 POLICE UTILITY AWD PR	-200.00
					3-E169		PO 4302 2014 POLICE UTILITY AWD	31,047.44
					3-E170		PO 4302 2014 POLICE UTILITY AWD	31,047.44
					3-E170		PO 4302 2014 POLICE UTILITY AWD PR	-200.00
							<b>Total :</b>	<b>61,694.88</b>
72717	9/5/2013	003948	COMCAST CORPORATION		8498 35 011 1596731		POLICE SERVICE THRU 9.22.13	244.99
							<b>Total :</b>	<b>244.99</b>
72718	9/5/2013	009892	CORAL SALES COMPANY		INV-B050843		E1174 SOLAR POWERED FLASHING BE	15,648.58

Bank code :	csb				PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice	PO #			
72718	9/5/2013	009892 CORAL SALES COMPANY	(Continued)			<b>Total :</b>	<b>15,648.58</b>
72719	9/5/2013	002700 DAY, NANCY	2000831.002			REFUND FOR CANCELLED TRIP	43.76
						<b>Total :</b>	<b>43.76</b>
72720	9/5/2013	008105 DEPARTMENT OF TRANSPORTATION	RE 43 GM01345L097			07/13 MAINTENANCE OF SIGNAL SYST	1,831.11
			RE-313-ATB30813023			07/13 TRAFFIC MANAGEMENT CENTER	1,316.89
						<b>Total :</b>	<b>3,148.00</b>
72721	9/5/2013	000138 DEPT OF LICENSING, STATE OF WASHINGTON	LICENSING FEES			LICENSE FEES FOR CV#1522609 & CV-	94.50
						<b>Total :</b>	<b>94.50</b>
72722	9/5/2013	004733 DKS ASSOCIATES	52754			LKWD TRAFFIC COUNTS THRU 06/30/1	10,565.37
			52755			E2603 ON-CALL AGREEMENT	1,400.00
						<b>Total :</b>	<b>11,965.37</b>
72723	9/5/2013	010063 EWING IRRIGATION PRODUCTS INC	6855823			SUPPLIES	97.08
						<b>Total :</b>	<b>97.08</b>
72724	9/5/2013	000166 FEDERAL EXPRESS	2386-61908			SHIPPING & HANDLING CHARGES	49.51
						<b>Total :</b>	<b>49.51</b>
72725	9/5/2013	010560 HD FOWLER CO	13451442			RAW MATERIALS	2,746.74
						<b>Total :</b>	<b>2,746.74</b>
72726	9/5/2013	005586 HISTORIC FORT STEILACOOM ASSOC	08/15/13			LODGING TAX GRANT	6,175.99
						<b>Total :</b>	<b>6,175.99</b>
72727	9/5/2013	007960 JUDICIAL CONFERENCE REGISTRAR	V10/02/13 REGIIST.			V10/02/13 ROGERS/MLAHAS/HILDAGO/	160.00
						<b>Total :</b>	<b>160.00</b>
72728	9/5/2013	009994 KPFF INC	0813-110353			E1158 LKWD STN PED BRIDGE THRU 0	1,903.76
			0813-113096			E1177 MADIGAN ACCESS IMPROV THR	26,034.87
						<b>Total :</b>	<b>27,938.63</b>
72729	9/5/2013	008202 KPG INC	72213			E1170 BPW IMPROVEMENTS THRU 07/	9,313.95
						<b>Total :</b>	<b>9,313.95</b>

Bank code :	csb									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount				
72730	9/5/2013	000309 LES SCHWAB TIRE CENTER	30500135469		CV#2121603 TRACTION RETREAD	1,728.18				
					<b>Total :</b>	<b>1,728.18</b>				
72731	9/5/2013	008988 MCDONOUGH & SONS INC	188047A		05/13 CLEAN-UP	5,765.53				
					<b>Total :</b>	<b>5,765.53</b>				
72732	9/5/2013	010786 MICHAEL JENSEN CONSTRUCTION	13102 BALANCE		MHR-119 PALMORE	5,320.06				
					<b>Total :</b>	<b>5,320.06</b>				
72733	9/5/2013	000360 NEWS TRIBUNE	1390076		ADVERTISING	198.79				
			1390349		ADVERTISING	225.59				
			1391313		ADVERTISING	348.40				
			1391516		ADVERTISING	707.52				
			1392865		ADVERTISING	295.27				
			1393807		ADVERTISING	221.87				
					<b>Total :</b>	<b>1,997.44</b>				
72734	9/5/2013	000376 OFFICE DEPOT	1603927994		SUPPLIES	43.75				
					<b>Total :</b>	<b>43.75</b>				
72735	9/5/2013	000420 PIERCE TRANSIT	022739		E9802 08/13 LKWD STATION SECURITY	9,352.64				
					<b>Total :</b>	<b>9,352.64</b>				
72736	9/5/2013	000445 PUGET SOUND ENERGY	200006381095/PW		7819 150TH ST SW THRU 08/28/13	46.18				
					<b>Total :</b>	<b>46.18</b>				
72737	9/5/2013	005342 RAINIER LIGHTING & ELECTRICAL	314354-1		SUPPLIES	48.14				
			314581-1		SUPPLIES	33.81				
			314668-1		SUPPLIES	367.58				
					<b>Total :</b>	<b>449.53</b>				
72738	9/5/2013	000517 STATE AUDITOR'S OFFICE	L99646		07/13 AUDIT SERVICES	6,907.64				
					<b>Total :</b>	<b>6,907.64</b>				
72739	9/5/2013	004621 TPCSC	166		LODGING TAX GRANT	13,726.49				
					<b>Total :</b>	<b>13,726.49</b>				
072740	9/5/2013	000598 WATER MANAGEMENT LABORATORIES	123876		WATER SAMPLING	2,527.00				

Voucher List  
CITY OF LAKEWOOD

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72740	9/5/2013	000598	WATER MANAGEMENT LABORATORIES (Continued)			2,527.00
72741	9/5/2013	000617	WILBUR-ELLIS COMPANY	7459086	SUPPLIES	737.35
75656	9/5/2013	010648	DIAMOND MARKETING SOLUTIONS	75656	DAILY MAIL 08/01/13 - 08/15/13	67.80
76257	9/5/2013	010648	DIAMOND MARKETING SOLUTIONS	76257	SUPPLEMENTAL INVOICE THRU 08/15/13	13.00
76474	9/5/2013	010648	DIAMOND MARKETING SOLUTIONS	76474	PROCESS 08/13 SEWER MAILING	9.01
90513	9/5/2013	010648	DIAMOND MARKETING SOLUTIONS	09/13 POSTAGE	09/13 POSTAGE ADVANCE	5,000.00
<b>66 Vouchers for bank code : csb</b>						<b>280,889.08</b>
<b>66 Vouchers in this report</b>						<b>280,889.08</b>







Voucher List  
CITY OF LAKEWOOD

Bank code :	csb				PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice				
72775	9/12/2013	010656 SOUTH SOUND 911	(Continued)			<b>Total :</b>	<b>196,589.50</b>
72776	9/12/2013	010274 SOUTH SOUND OUTREACH SERVICES	JULY, 2013			<b>Total :</b>	<b>1,883.51</b>
72777	9/12/2013	002881 SPRAGUE PEST SOLUTIONS CO	2130798			<b>Total :</b>	<b>82.05</b>
72778	9/12/2013	000516 SPRINT	419434590-054			<b>Total :</b>	<b>337.92</b>
72779	9/12/2013	009493 STAPLES ADVANTAGE	3207844158			<b>Total :</b>	<b>13.85</b>
72780	9/12/2013	009030 STERICYCLE INC	3002373787			<b>Total :</b>	<b>157.93</b>
72781	9/12/2013	002821 STEWART MACNICHOLS HARMELL PS	AUGUST, 2013			<b>Total :</b>	<b>16,750.00</b>
72782	9/12/2013	006497 SYSTEMS FOR PUBLIC SAFETY	22208				1,351.04
			22260				3,567.72
			22263				1,848.17
			22270				495.85
			22271				314.12
			22272				105.31
			22278				92.95
			22283				74.78
			22288				55.14
			22289				264.02
			22290				115.78
			22292				26.26
			22297				375.67
			22312				716.05
						<b>Total :</b>	<b>9,402.86</b>
72783	9/12/2013	000153 TYLER TECHNOLOGIES INC	045-93287				18,396.00

Voucher List  
CITY OF LAKEWOOD

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72783	9/12/2013	000153 TYLER TECHNOLOGIES INC	(Continued)			
72784	9/12/2013	009957 WASHINGTON TRACTOR INC	280124		HOOD/VALVE/SEAT	868.53
			281586		CAP	25.63
					<b>Total :</b>	<b>894.16</b>
72785	9/12/2013	006166 WESTERN TOWING SERVICES	W33686		POLICE PORTION OF IMPOUND VEHIC	137.29
					<b>Total :</b>	<b>137.29</b>
72786	9/12/2013	009002 ABBEY PRESS COMPANIES, THE	008376959		PO 4413 HANDOUT MATERIAL FOR CH.	146.03
					<b>Total :</b>	<b>146.03</b>
72787	9/12/2013	010053 BLUE LINE TRAINING	936		PRATER INFORMANT/CRIME SCENE CL	198.00
			952		MCCLELLAND/INFORMANT MANGT CL/	99.00
					<b>Total :</b>	<b>297.00</b>
72788	9/12/2013	008691 BSM WIRELESS INC	10554		AUGUST 2013 VEHICLE SERVER/UNIT	133.36
					<b>Total :</b>	<b>133.36</b>
72789	9/12/2013	002049 CARD SERVICES (1241)	1241 08/26/13		PURCHASES	153.63
					<b>Total :</b>	<b>153.63</b>
72790	9/12/2013	002048 CARD SERVICES (1266)	1266 08/26/13		PURCHASES	961.50
					<b>Total :</b>	<b>961.50</b>
72791	9/12/2013	002047 CARD SERVICES (1282)	1282 08/26/13		PURCHASES	89.00
					<b>Total :</b>	<b>89.00</b>
72792	9/12/2013	009352 CARD SERVICES (5117)	5117 08/26/13		PURCHASES	691.51
					<b>Total :</b>	<b>691.51</b>
72793	9/12/2013	010230 CARD SERVICES (5334)	5334/POL		PURCHASES	640.72
					<b>Total :</b>	<b>640.72</b>
72794	9/12/2013	010721 CARD SERVICES (5384)	5384 08/26/13		PURCHASES	435.69
					<b>Total :</b>	<b>435.69</b>
027295	9/12/2013	010790 CARD SERVICES (5636)	5636 08/26/13		PURCHASES	4,214.26



Voucher List  
CITY OF LAKEWOOD

Bank code :	csb											
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount						
72807	9/12/2013	010084 FIRST BANKCARD (2341)	2341/DEVERE 08/28/13		PURCHASES	327.51						
						<b>Total :</b>	<b>327.51</b>					
72808	9/12/2013	010135 FIRST BANKCARD (2416)	2416/NASH 08/28/13		PURCHASES	352.41						
						<b>Total :</b>	<b>352.41</b>					
72809	9/12/2013	010088 FIRST BANKCARD (2466)	2466/DAVIS 08/28/13		PURCHASES	2,030.08						
						<b>Total :</b>	<b>2,030.08</b>					
72810	9/12/2013	010134 FIRST BANKCARD (2499)	2499/ALWINE		PURCHASES	27.35						
						<b>Total :</b>	<b>27.35</b>					
72811	9/12/2013	010079 FIRST BANKCARD (2508)	2508/YOUNG 08/28/13		PURCHASES	439.00						
						<b>Total :</b>	<b>439.00</b>					
72812	9/12/2013	010148 FIRST BANKCARD (2540)	2540/VIGORE 08/28/13		PURCHASES	3,294.38						
						<b>Total :</b>	<b>3,294.38</b>					
72813	9/12/2013	010184 FIRST BANKCARD (4326)	4326/GUMM 08/28/13		PURCHASES	222.60						
						<b>Total :</b>	<b>222.60</b>					
72814	9/12/2013	010055 FIRST BANKCARD (4347)	4347/SCHAEF 08/28/13		PURCHASES	493.03						
						<b>Total :</b>	<b>493.03</b>					
72815	9/12/2013	010091 FIRST BANKCARD (4474)	4474/BUZZ 08/28/13		PURCHASES	1,602.51						
						<b>Total :</b>	<b>1,602.51</b>					
72816	9/12/2013	010124 FIRST BANKCARD (4516)	4516/SCHEID		PURCHASES	152.69						
						<b>Total :</b>	<b>152.69</b>					
72817	9/12/2013	010191 FIRST BANKCARD (4557)	4557/MAUER		PURCHASES	217.78						
						<b>Total :</b>	<b>217.78</b>					
72818	9/12/2013	010480 FIRST BANKCARD (5358)	5358/PITTS		PURCHASES	1,586.52						
						<b>Total :</b>	<b>1,586.52</b>					
72819	9/12/2013	010125 FIRST BANKCARD (5505)	5505/NASH 08/28/13		PURCHASES	161.05						
						<b>Total :</b>	<b>161.05</b>					

Bank code :	csb											
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount						
72820	9/12/2013	010608 FIRST BANKCARD (5955)	5955/OSNESS		PURCHASES	142.18						
						<b>Total :</b>	<b>142.18</b>					
72821	9/12/2013	010138 FIRST BANKCARD (6164)	6164/MORRISETT		PURCHASES	20.13						
						<b>Total :</b>	<b>20.13</b>					
72822	9/12/2013	010216 FIRST BANKCARD (6206)	6206/NICHOLS		PURCHASES	1,419.16						
						<b>Total :</b>	<b>1,419.16</b>					
72823	9/12/2013	010133 FIRST BANKCARD (6562)	6562/WILLIAMS		PURCHASES	37.71						
						<b>Total :</b>	<b>37.71</b>					
72824	9/12/2013	010081 FIRST BANKCARD (6736)	6736/JOHNSON		PURCHASES	1,481.91						
						<b>Total :</b>	<b>1,481.91</b>					
72825	9/12/2013	010793 FIRST BANKCARD (6748)	6748/SCHUMA 08/28/13		PURCHASES	1,388.27						
						<b>Total :</b>	<b>1,388.27</b>					
72826	9/12/2013	010384 FIRST BANKCARD (6794)	6794/OFLAHE 08/28/13		PURCHASES	77.07						
						<b>Total :</b>	<b>77.07</b>					
72827	9/12/2013	010093 FIRST BANKCARD (6819)	6819/FERM 08/28/13		PURCHASES	2,753.67						
						<b>Total :</b>	<b>2,753.67</b>					
72828	9/12/2013	010214 FIRST BANKCARD (6900)	6900/MILLER 08/28/13		PURCHASES	1,970.21						
						<b>Total :</b>	<b>1,970.21</b>					
72829	9/12/2013	010613 FIRST BANKCARD (7169)	7169/CUMMIN 08/28/13		PURCHASES	62.95						
						<b>Total :</b>	<b>62.95</b>					
72830	9/12/2013	010556 FIRST BANKCARD (7174)	7174/LOGAN 08/28/13		PURCHASES	5,319.20						
						<b>Total :</b>	<b>5,319.20</b>					
72831	9/12/2013	010143 FIRST BANKCARD (7992)	7992/WEGMAN 08/28/13		PURCHASES	121.00						
						<b>Total :</b>	<b>121.00</b>					
72832	9/12/2013	010436 FIRST BANKCARD (8370)	8370/BEAL 08/28/13		PURCHASES	304.80						
						<b>Total :</b>	<b>304.80</b>					



Bank code :	csb									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount				
72845	9/12/2013	009263 NATIONAL LAW ENFORCEMENT SUPPLY	95448		PO 4401 TEST KITS	1,383.36				
			95873		PO 4347 DRUG TEST KIT	454.39				
			95994		PO 4346 LIME GREEN MESH	152.37				
			96288		PO 4346 LLIME GREEN MESH	75.45				
					<b>Total :</b>	<b>2,065.57</b>				
72846	9/12/2013	010802 PEPPERBALL TECHNOLOGIES	0033175-IN		BABCOCK ARMORER CERTIFICATION (	197.50				
					<b>Total :</b>	<b>197.50</b>				
72847	9/12/2013	000420 PIERCE TRANSIT	SEPTEMBER, 2013		PO 4349 SEPTEMBER, 2013 WATPA REI	500.00				
					<b>Total :</b>	<b>500.00</b>				
72848	9/12/2013	000445 PUGET SOUND ENERGY	200001526637/PARKS		9222 VETERANS DR SERVICE THRU 8.:	46.73				
			200004973653/PARKS		WOODLAWN SERVICE THRU 8.28.13	156.26				
			30000000129/PARKS		11500 MILITARY RD SERVICE THRU 8.2	76.24				
			300000007165/PW		N OR 112 ST SW TO 104 THRU 08/29/13	18,039.72				
			300000010268/PARKS		WOODLAWN/THORNE LN SERVICE THI	130.84				
					<b>Total :</b>	<b>18,449.79</b>				
72849	9/12/2013	004924 QUARLESS, BOB	V1/15EXP09/13		FARMERS MARKET PERFORMANCE	400.00				
					<b>Total :</b>	<b>400.00</b>				
72850	9/12/2013	006225 RASCHKE, PHILLIP	V1/07EXP09/13		FUEL/ASIAN FILM FESTIVAL MOVIES	204.71				
					<b>Total :</b>	<b>204.71</b>				
72851	9/12/2013	010478 RICOH USA INC	90627321		COPIER RENTAL	3,217.33				
			90641194		COPIER RENTAL	195.27				
			90650560		COPIER RENTAL	178.87				
					<b>Total :</b>	<b>3,591.47</b>				
72852	9/12/2013	010801 SIOFAGA, BRIDGET	V1/3EXP09/13		SR CENTER RENTAL DEPOSIT FEE REI	150.00				
					<b>Total :</b>	<b>150.00</b>				
72853	9/12/2013	010803 SKOOKUM CONTRACT SERVICES	9011224		PO 4410 REGULAR UNIT FOR RANGE	63.97				
					<b>Total :</b>	<b>63.97</b>				
72854	9/12/2013	004721 SQUAD ROOM EMBLEMS	PO 4345		PO 4345 K-9 BADGES FOR KIRA, KONA	441.73				





**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
 CITIZENS ADVISORY BOARD  
 Regular Meeting Minutes  
 WEDNESDAY – February 27, 2013  
 Lakewood City Hall, Conference Room 3A  
 6000 Main Street SW, Lakewood, WA**

**CALL TO ORDER**

Chair Edith Owen Wallace called the meeting to order at 5:30 p.m.

**ATTENDANCE**

Board Members Present: Chair Edith Owen Wallace, Michael Lacadie, Laurie Maus, and Sharon Taylor

Board Members Excused: Sisay Telahun, Carshena Harvin, and Helen Bloodsaw

Council Liaison Present: Councilmember Marie Barth

City Staff Present: Jeff Gumm

**APPROVAL OF JANUARY 23, 2013 MINUTES**

MICHAEL LACADIE MOTIONED TO APPROVE THE JANUARY 23, 2013 CDBG CITIZENS ADVISORY BOARD MEETING MINUTES. THE MOTION WAS SECONDED BY LAURIE MAUS. VOICE VOTE WAS TAKEN AND THE MOTION CARRIED UNANIMOUSLY.

**PUBLIC COMMENTS**

There was no one present who wished to comment.

**NEW BUSINESS**

**Review and Approval of Draft FY 2013 Consolidated Annual Action Plan, including Amendments to FY 2010, 2011 and 2012 Annual Action Plans (CAB recommendations for FY 2013 funding)**

Mr. Gumm reviewed the Draft FY 2013 Annual Action Plan including proposed funding allocations for FY 2013 projects. Minor punctuation and typographical errors were proposed to pages 1, 2, 16, and 19. The FY 2013 HOME allocation table on page 29 was proposed to be amended as follows:

<b>FY 2013 HOME - LAKEWOOD'S SHARE</b>		
<b>HOUSING</b>	<b>FY 2013</b>	<b>TOTAL</b>
Administration (10% Tacoma)	\$24,190.00	\$24,190.00
Affordable Housing Fund	\$167,710.00	\$167,710.00
Pierce County Coalition for Developmental Disabilities – HOME DPA Program	\$50,000.00	\$50,000.00
<b>TOTAL</b>	<b>\$241,900.00</b>	<b>\$241,900.00</b>

No other changes were proposed.

MICHAEL LACADIE MADE A MOTION TO APPROVE THE FY 2013 CONSOLIDATED ANNUAL ACTION PLAN, INCLUDING AMENDMENTS TO FY 2010, 2011 AND 2012 ANNUAL ACTION PLANS, WITH PROPOSED CORRECTIONS TO PAGES 1, 2, 16, 19, and 29 AS PROPOSED. THE MOTION WAS SECONDED BY LAURIE MAUS. VOICE VOTE WAS TAKEN AND THE MOTION CARRIED UNANIMOUSLY.

**OTHER**

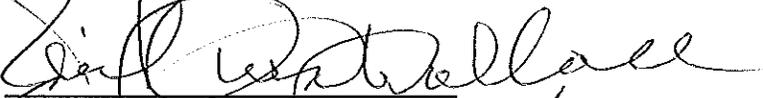
Mr. Gumm discussed the status of the City's monitoring of the Tillicum Community Center, including potential concerns, findings, and funds to be repaid to the City.

**NEXT MEETING**

The next meeting is a Council review of the Draft FY 2013 Annual Action Plan, including Amendments to FY 2010, 2011 and 2012 Annual Action Plans, is scheduled for Monday, March 11, 2013, 7:00 p.m., in the Council Chambers.

**ADJOURNMENT**

There being no further business, the meeting at 6:57 p.m.

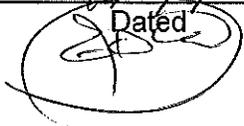


Edith Owen Wallace, Chair

~~8/14/13~~

8/28/13

Dated





**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
CITIZENS ADVISORY BOARD  
Regular Meeting Minutes  
WEDNESDAY – August 14, 2013, 2013  
Lakewood City Hall, Conference Room 3A  
6000 Main Street SW, Lakewood, WA**

**CALL TO ORDER**

Chair Edith Owen Wallace called the meeting to order at 5:30 p.m.

**ATTENDANCE**

Board Members Present: Chair Edith Owen Wallace, Michael Lacadie, Sisay Telahun

Board Members Excused: Laurie Maus, Carshena Harvin, Sharon Taylor, and Helen Bloodsaw

Council Liaison Present: Councilmember Marie Barth

City Staff Present: Jeff Gumm, Martha Larkin

**Due to the lack of a quorum, there was no business conducted.**

Members present viewed the PowerPoint on Habitat's progress in Tillicum

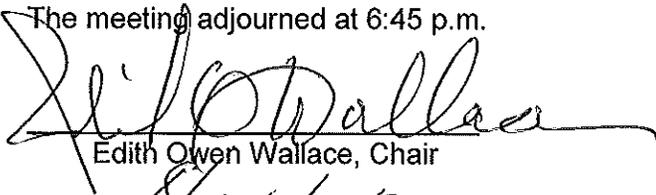
**OTHER**

**NEXT MEETING**

The next meeting will be held August 28, 2013, at 5:30 p.m., in Conference Room 3A

**ADJOURNMENT**

The meeting adjourned at 6:45 p.m.

  
Edith Owen Wallace, Chair

8/28/13  
Dated



**LAKESWOOD ARTS COMMISSION  
REGULAR MEETING MINUTES  
MONDAY, AUGUST 5, 2013 – 4:30 PM TO 6:00 PM  
City of Lakewood Conference Room 3A  
6000 Main Street SW  
Lakewood, WA 98499**

**CALL TO ORDER**

Arts Commission Staff Liaison Dennis Higashiyama called the meeting to order at 4:37 p.m. due to the excused absences of the Commission's chair and vice-chair.

**ATTENDANCE**

**Arts Commission Members Present:** Katrina Redding, Retha Hayward; Shirley Petersen; Susan Coulter, Marquita Hunt; Werner Dillenburger; Helen Bloodsaw; Phillip Raschke; Robert Lawrence.

**Arts Commission Members Excused:** Sandra Calvillo; Jan Giroux; Holly Brown; Kat Flores; Linda Buzbee;

**Arts Commission Member Absent:** Jeff Greenwell

**Staff Present:** Dennis Higashiyama, recreation coordinator; Suzi Riley, administrative assistant

**City Council Liaison:** Jason Whalen

**APPROVAL OF MINUTES:** With the following corrections noted, the minutes of the July 1, 2013, Arts Commission meeting were approved on a motion by Retha Hayward and a second by Shirley Petersen.

Corrections to the July 1, 2013, minutes included:

Page three (3) – paragraph three (3) under the heading 'City Hall Art Gallery Display', the full paragraph should read: For the October, November and December, 2013, display, a local photographer is being contacted to see if he is interested in displaying his pictures in the gallery. Jan Giroux and Holly Brown will follow up with the photographer, Ernie Misner. Ms. Hayward and Mrs. Petersen mentioned Vera Beaumont, a watercolor artist, as a potential gallery artist and will contact her to determine her interest in displaying art, as well.

Page three (3) – paragraph two (2) under the heading of 'Farmers Market' should read: The Arts Commission's theme day 'Art in Bloom' featured Mr. Dillenburger and artist Gayle Janes doing painting demonstrations, but the focus of the day was very low key.

Page four (4) – paragraph two (2) under the heading of 'Motion' – the motion was made by Ms. Hayward and the second was made by Mrs. Petersen.

**UNFINISHED BUSINESS:**

**Transit Center Public Art:** Four of the five leaves fabricated by artist David Eisenhower were installed on the transit arch, but the attachment bolts for the fifth leaf were damaged during installation, and that leaf's placement has been delayed until repair work can be completed. It is anticipated that the leaf will be installed in late September. There may be an additional cost for the work needed to repair the leaf and prepare the attachment holes, but that cost is not known to staff yet. The damage occurred due to a crew error during installation.

**SummerFEST Recap:** Members expressed their appreciation to Helen Bloodsaw for the work she did in booking Arts Commission stage performers and in scheduling volunteers for the SummerFEST event. Members were pleased with the number of audience members and in the drawings completed by children on the mural. There was very little interest in the paper-folding activity and that could be eliminated next year as an activity – the mural can serve as the Arts Commission's youth activity.

Members were informed that it is possible the SummerFEST event may be presented again in 2014 as a one-day event instead of two-days. The financial expense and the time commitment to cover two full days (with one day going from a 6:00 am set up to a midnight closing and the next day beginning at 5:00 am) is difficult for a small staff and a limited number of volunteers. Police, fire and army event participants also have difficulty committing personnel for two days, so the second day of the event is less successful in the number of guests visiting the event and in the number of vendors and displays available. The 2014 event is scheduled July 12<sup>th</sup>.

**Lakewood Artsfest:** Mrs. Petersen and Mrs. Hunt indicated they were working on preparation of a prospectus for the event's potential artists. The event does not yet have an official name, so they are holding back until the name is finalized. The event's web page is almost ready to launch. The timeline of the event's activities is being set and this will help in the promotion of the event. A joint logo is being designed for use on the event incorporating the Sister City and Artsfest organizations.

It was reported that more service organizations are now on board with this event. More volunteers are needed and, specifically, someone is needed to line up vendors. This could be a minor responsibility with only four, five or six vendors being needed for food or artistic crafts. If an Arts Commission member is interested in taking on this responsibility, please contact Mr. Raschke.

The next meeting scheduled for the Artsfest planning team is Tuesday, August 27, at 7:00 pm in the City Hall main courtroom.

**City Hall Gallery Art Display:** Students from Lakes and Clover Park High Schools have artwork on display in the City Hall Gallery and in the Mayor's office during the months of July, August and September, 2013. The art was mounted by staff at the school district and all are original pieces.

It was suggested that in 2014, the permission slip for the Lakes Artasia event and Clover Park's Art Festival include authorization to display the art in the City Hall gallery if selected by the Arts Commission. This proactive approach would eliminate having to get student permission at the very end of the school year.

Only the students' first names and school have been included in the gallery display.

**Community Garden:** Mr. Dillenburger's artwork is nearing completion and time for installation. Concrete needs to be poured for the garden tool piece and for the gate, and the parks crew hopes to pour the concrete at the same time. A change in the gate design has become necessary, so that is delaying the pour. Mr. Dillenburger indicated that it was necessary to keep the gate proportional, so that any design changes needed to be calibrated carefully to maintain the proportions.

Mr. Dillenburger reported that three six inch flower pots and flowers need to be purchased and installed on the artwork. The tools included in the piece have been covered with epoxy which significantly toughened up the artwork and will allow for even better weather protection.

**Asian Film Festival:** Mr. Raschke was complimented on the planning and promotion he has coordinated for this event. It has been well publicized in the military newspapers, on the radio, in Korean businesses in the Korean language, flyers, posters, Sub-Times, Patch, Facebook, through the Korean Women's Association and in e-mail messages.

Additional volunteers are needed for the event in a few time slots and members were encouraged to sign up for open slots. Arts Commission members who have volunteered for this event include: Susan Coulter, Kat Flores, Helen Bloodsaw, Katrina Redding, Shirley Petersen, Robert Lawrence and Phillip Raschke.

**Joint Council and Arts Commission Annual Review Meeting:** The date for the joint Council/Arts Commission meeting has been changed to October 14, 2013, at 7:00 pm in the Council Chambers. Members were asked to mark their calendars and make every effort to attend and participate in the discussion where the Commission's work plan and public art project will be shared in depth with the

Council members. It is possible that a power point presentation will be created to share photos of the past year's activities.

If members have pictures or know of photographers who have taken event pictures, please contact them to see if we might be able to see and use their photos.

**Budget and DeBriefing Forms:** The changes suggested at the July Arts Commission meeting to the newly created budget and debriefing forms were made by staff and the documents were again reviewed by the members. These forms will be used while planning events and requesting funding and when completing an event to evaluate its successes and limitations.

We will be tracking volunteer hours, and as an example, Mrs. Petersen and Ms. Hayward estimated that recruiting artists for the Mayfest event involved 12 volunteer hours each to count 24 hours and another 12 hours for each of them and one additional volunteer to host the art show/reception for another 36 hours and a total of 60 hours of volunteer time used to facilitate an art display at Lakewold Gardens' Mayfest event. The City uses a figure of \$14.00 per hour of value per volunteer hour, so their time was valued at \$840 hours. This is the type of data that will help us determine if our volunteer time is being put to its best use as we accept assignments and develop projects.

## **NEW BUSINESS**

**Public Art Project:** Mr. Higashiyama is writing the Request for Proposals (RFP) for artwork to be installed at the Bridgeport & Pacific Highway gateway. He indicated that our Arts Commission liaison, Mr. Whalen, would like the piece of art at this intersection in place prior to the U.S. Open Golf Tournament in 2015. Mr. Higashiyama reminded members that the City still has the temporary artwork that was created for the north entrance area near Walmart and that it could be reinstalled on the intersection island, if necessary.

Ms. Hayward strongly indicated that she did not feel that the Arts Commission should pay any of its Public Art funding toward a temporary sign installation and landscaping on the preferred first project site in order to meet a 2015 deadline. Projects of this type need to be carefully presented and follow a full course of public meetings and meeting presentations, so to rush it and then put in a temporary piece and spend money collected for the permanent piece may doom the actual project and might cause us to pay for landscaping only to have that landscaping torn up for later placement of the official art and then paying to have landscaping redone. This is not how members envision the public art project starting out.

Mr. Higashiyama reported that to the date of the meeting, August 5, 2013, the McGavick Center rental fund has generated \$8,000 so far in the year. He was

making an inquiry regarding how much of the excess in funding could be carried over in the account.

Members reiterated that they are estimating a cost of the first art piece to run about \$35,000. A sub-committee will be established to evaluate all of the entries.

**Martin Luther King 2014 Event.** The Martin Luther King Event essay coordinators are working with the school district to ensure that the essay theme aligns with curriculum or is suitable for individual student research. The history/social studies curriculum for the high schools and junior high schools may not focus on this subject by the time student essays would be due in December prior to the January, 2014, event.

Arts Commission members indicated that since the country would be acknowledging the 50<sup>th</sup> anniversary of Martin Luther King's Washington Mall speech made in August of 1963, President Kennedy's death in November of 1963, and the follow-up of President Johnson's presentation of the Civil Rights Legislation in 1964, the subject would be familiar to students whether they had studied it in class or not by the submission date. Civil rights are a daily part of students' lives, and members felt students should be knowledgeable of the subject whether it has been studied in school or researched independently.

The decision has not yet been made on whether to include only middle school students in the competition. Kim Prentice of the Clover Park School District is working with secondary school principals to assess interest in this project. Members are to hold off on making additional contacts until the school district process is followed, but they did have suggestions for increasing participation.

- A member suggested presenting the program at an Honor Society meeting at both high schools in order to encourage those students to participate and to spread the word.
- It was also suggested that the program be presented before the School Board to gain their support.
- A direct conference with the Superintendent to gain support was suggested, as well.
- Presentations to the Junior ROTC program might also bring new participants to the project.

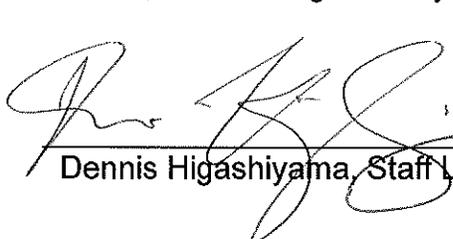
**Welcome Home Event:** A city/military Welcome Home event honoring the 4-2 Stryker Brigade is scheduled Sunday, September 15, and will include a parade featuring up to 4000 soldiers, a ceremony at the site of the former Gottschalk's store in the Towne Center Mall, and entertainment , a motorcycle rally and beer garden at Fort Steilacoom Park. The event at FSP will occur from 1:00 pm-6:00 pm.

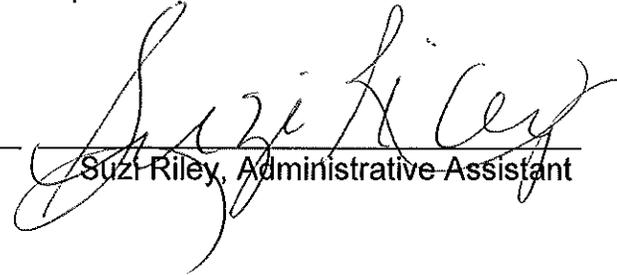
**Commission Vacancies:** Several members were appointed to the Commission to complete unfinished terms, so, although they have not served for a usual term

of three years, they will need to reapply for full terms at this time. Terms requiring reapplication apply to Susan Coulter, Helen Bloodsaw, Linda Buzbee, Kathy Flores, Shirley Petersen and Jeff Greenwell. The deadline for submission of applications is September 9 and appointments by the City Council will be made on October 7. Application forms were distributed to members.

Mrs. Petersen has indicated she is resigning from the Commission and will not seek reappointment. Interest in applying for a position has been shared by a couple of community members. Current members were encouraged to solicit potential members.

**ADJOURNMENT:** On a motion by Retha Hayward and a second by Susan Coulter, the meeting was adjourned at 5:50 pm

  
Dennis Higashiyama, Staff Liaison

  
Suzi Riley, Administrative Assistant

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> September 16, 2013	<b>TITLE:</b> Authorizing the conversion to, and sale of Lakewood Police Canine Astor as surplus property of the City of Lakewood.	<b>TYPE OF ACTION:</b> _ ORDINANCE <u>X</u> RESOLUTION NO. 2013-18 _ MOTION _ OTHER
<b>REVIEW:</b> None	<b>ATTACHMENTS:</b> Resolution	

**SUBMITTED BY:** Anita Booker-Hay, Assistant City Attorney

**RECOMMENDATION:** It is recommended that the City Council authorize conversion of the Police Canine Service Dog to surplus property and sell the same to his handler, Lakewood Police Officer James Syler. Canine Service Dog Astor is not suitable for continued training and use as a police dog. It is further recommended that the City sell Astor for the sum of One Dollar and 00/100 to James Syler.

**DISCUSSION:** James Syler has been assigned as Canine Handler for Police Service Dog Astor since Astor's purchase by the City of Lakewood to the present. Canine Police Service Dog Astor has acted for a reasonable period of time in the capacity of a Police Service Dog but is no longer suitable for police work.

**ALTERNATIVE(S):** To convert the animal to surplus property and sell or donate him to some other person or entity.

**FISCAL IMPACT:** De minimus. The animal is not suitable for canine police service work.

Prepared by  Department Director	 City Manager Review
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RESOLUTION NO. 2013-18

A RESOLUTION of the City Council of the City of Lakewood, Washington, authorizing the conversion to, and sale of Lakewood Police Canine Astor as surplus property of the City of Lakewood.

WHEREAS, Canine Police Service Dog Astor has acted for a reasonable period of time in the capacity of a Police Service Dog; and

WHEREAS, the City of Lakewood Canine Police Service Dog Astor is no longer serviceable as a Police Service Dog; and

WHEREAS, James Syler, who has been the Lakewood Officer assigned as Canine Handler for Police Service Dog Astor since the City purchased Astor to the present, has expressed the desire to acquire sole and exclusive ownership of Astor; and

WHEREAS, there is an understanding between Officer James Syler and the City of Lakewood that at the conclusion of Astor's usefulness as a Police Service Dog the City will sell Astor to its Canine Handling Officer James Syler and his or her family for the sum of one dollar and no/100 (\$1.00).

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

Section 1. The City of Lakewood has determined Canine Astor has reached the end of a reasonable service period and therefore determined that the property status of said canine should be converted to surplus and should be sold in a manner that is consistent with the understanding between the City and Canine Handlers to Lakewood Police Officer James Syler for the amount of one dollar and no/100 (\$1.00) upon execution of the sale and waiver agreement as described in Exhibit A attached hereto and incorporated herein by this reference.

Section 2. The City Manager or designee is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. This Resolution shall be in full force and effect upon passage and signatures hereon.

PASSED by the City Council this \_\_\_ day of September, 2013.

Attest:

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

\_\_\_\_\_  
Alice M. Bush, MMC, City Clerk

Approved as to form:

*Heidi Ann Wachter*  
\_\_\_\_\_  
Heidi A. Wachter City Attorney

EXHIBIT A

AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND LAKEWOOD POLICE OFFICER JAMES SYLER FOR SALE OF SURPLUS PROPERTY

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Lakewood and James Syler, as follows:

James Syler shall pay to the City of Lakewood one dollar and no/100 (\$1.00) for and in consideration of the agreement of the parties for ownership of the Police Service Dog named Astor.

The City of Lakewood shall, upon receipt of said one dollar and no/100 (\$1.00) convey to all and transfer full ownership of Police Service Dog Astor to James Syler.

James Syler understands that he is receiving full ownership of this Police Service Dog, that the City of Lakewood is relinquishing all claims to this Police Service Dog, and that from the time of execution of this agreement forward, James Syler assumes total responsibility for the care, maintenance and action of this Police Service Dog.

James Syler further acknowledges that he has been the handler for this Police Service Dog and therefore has special knowledge regarding the level of Police Service training and behavioral attributes of this canine.

James Syler, for and in consideration of being sold the above named Police Service Dog by the City of Lakewood, with the City of Lakewood relinquishing all claims to this Police Service Dog for himself, his heirs, successors and assigns, does agree to defend, indemnify and hold the City of Lakewood harmless from and against any and all claims, injuries, damages, losses or suits of any nature whatsoever, including but not limited to attorney's fees arising out of or in any connection with his use of this Police Service Dog for the duration of the canine's life.

The City of Lakewood agrees to defend, indemnify and hold James Syler harmless from and against any and all claims, injuries, damages, losses or suits of any nature whatsoever, including but not limited to attorney's fees resulting solely from service provided by Police Service Dog Astor as a working Police Service Dog for the City of Lakewood.

By signing this agreement, James Syler acknowledges that Police Service Dog Astor is hereby retired and is not to be released back into police service.

\_\_\_\_\_  
Bret Farrar, Chief of Police

\_\_\_\_\_  
James Syler, Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Approved by:

\_\_\_\_\_  
Alice M. Bush, MMC, City Clerk

\_\_\_\_\_  
John Caulfield, City Manager

Approved as to form:

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

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> September 16, 2013	<b>TITLE:</b> Appointing Youth Council member Keila Pritchard to serve on the Lakewood's Promise Advisory Board for the 2013-2014 school year.	<b>TYPE OF ACTION:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION 2013-39 <input type="checkbox"/> OTHER
<b>REVIEW:</b>		
	<b>ATTACHMENTS:</b>	

**SUBMITTED BY:** Recreation Coordinator Dennis Higashiyama.

**RECOMMENDATION:** It is recommended that the Mayor and City Council appoint Keila Pritchard as the Youth Council representative to serve on the Lakewood's Promise Advisory Board for the 2013-2014 school year.

**DISCUSSION:** When the City Council established the Lakewood's Promise Advisory Board, the Council determined that it was important to receive input from the youth on this Board and that one member of the Board shall be a representative from the Youth Council. The Youth Council is recommending that Keila Pritchard serve as the Youth Council's representative on the Lakewood's Promise Advisory Board.

**ALTERNATIVE(S):** The City Council could choose to appoint another Youth Council representative or not to appoint a Youth Council representative to Lakewood's Promise Board.

**FISCAL IMPACT:** There is no fiscal impact from these appointments.

Prepared by	 City Manager Review
Department Head	

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Motion authorizing the City Manager to execute the Lakewood-Lakeview Light and Power Joint Use Fiber Optic Cable Agreement	<b>TYPE OF ACTION:</b>
September 16, 2013		—    ORDINANCE
		—    RESOLUTION
<b>REVIEW:</b>	<b>ATTACHMENTS:</b>	
August 12, 2013	Lakewood-Lakeview Light & Power Joint Use Fiber Optic Cable Agreement	<u>X</u> MOTION 2013-40
		—    OTHER

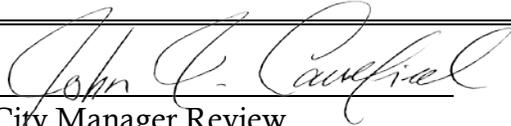
**SUBMITTED BY:** Don E. Wickstrom, Public Works Director

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to execute an agreement with Lakeview Light and Power to construct, operate, and maintain a shared fiber optic communications network for exclusive use by both entities.

**DISCUSSION:** Both entities are in need of developing a new communications network system to serve their respective facilities. With respect to the City, the Public Works Department has long known that its traffic signal communication system was antiquated and in need of replacement. As a result, over the past several years the department developed a communications network plan to ultimately provide a fiber optic communication cabling between City-owned facilities including: City Hall, Police Station, Parks, Public Works Operation and Maintenance, and traffic signals. In addition thereto, over the years the department has taken advantage of capital projects and franchise agreements to provide certain portions of the infrastructure needed for said communication network. **Continued on Page 2.**

**ALTERNATIVE(S):** Council could deny authorizing executing the joint use agreement in which case each entity would build its own separate fiber optic communication system. For the City to do so, it would add an additional \$100,000 to the City's cost for same.

**FISCAL IMPACT:** The City's financial share of this project is covered either as prior existing costs or is funded by grants in association with the City's South Tacoma Way (SR512-96<sup>th</sup> St) improvement project which is programmed in the present Capital Street Fund (102) budget.

<p>_____</p> <p>Prepared by</p>  <p>_____</p> <p>Department Director</p>	 <p>City Manager Review</p>
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AGENDA BILL

Motion authorizing the City Manager to execute the Lakewood-Lakeview Light and Power Joint Use Fiber Optic Cable agreement

Page 2

**DISCUSSION, Continued from Page 1:** With respect to Lakeview Light and Power (LL&P) they too recognized that their communication system, between their headquarters and their three substations, was in need of upgrading and over this last year had been exploring various routing options with the City for their new system. Because to the City, it appeared that LL&P and the City shared common destination points and possibly the same routing, the Public Works Department approached LL&P on the possibility of combining our efforts.

With LL&P being receptive to such efforts the attached Joint Use Fiber Optic Cable Agreement was developed.

In general terms, the proposed agreement would do the following:

- Lakewood makes available existing conduit and messenger cable runs.
- Lakeview Light and Power installs larger (higher fiber count) fiber optic cabling in order for Lakewood to utilize the excess fiber strands.
- The maintenance costs of the system are to be shared on 50-50 basis.
- The City owns the system.

With respect to the up-front costs the following table denotes, based on planning level estimates, what such a joint use fiber optic cable system would cost including each respective share thereof.

**Table 1 – Estimated Costs – Shared Fiber Network**

	Description	Planning Level Costs
<b>Lakewood</b>	Existing Infrastructure Costs (conduit)	\$ 73,000
	Future Infrastructure Costs (conduit, fiber optic cable So. Tacoma Way – SR512 to 96 <sup>th</sup> St SW)	\$ 44,000
<b>Lakeview Light &amp; Power</b>	Shared Fiber Installation (Higher count fiber – Bridgeport Way, Pacific Highway, 100 <sup>th</sup> St SW)	\$ 85,000
	<b>TOTAL</b>	<b>\$ 206,000</b>

\*costs do not include design by Lakewood or junction box preparation by Lakeview L&P

With respect to the ongoing general maintenance cost of the joint use fiber optic cable system the cost thereof will be negligible if any. This is supported by the fact such costs associated with the City’s existing copper base traffic signal communication network has been negligible to date. Further, both LL&Ps and/or City staff’s past experience with a fiber optic cable system or conversations with operators of such system denote that such general maintenance costs are in fact negligible. Lastly, under the agreement where said costs can be identified they will be shared on a 50-50 basis.

AGREEMENT REGARDING A  
JOINT-USE FIBER OPTIC COMMUNICATION NETWORK

THIS AGREEMENT is made and entered into by and between the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (subsequently referred to as “Lakewood”), and Lakeview Light & Power, a Washington non-profit mutual corporation (subsequently referred to as “LLP”) and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the City.

WHEREAS, Lakewood and LLP need fiber optic cabling to interconnect various public and utility-owned infrastructure including city buildings, city traffic signals, LLP buildings, and LLP substations; and,

WHEREAS, Lakewood has provisioned for future communications cabling in various locations throughout the city by installing spare conduit systems; and,

WHEREAS, Lakewood has included in its franchise agreement with Clover Park School District (“CPSD”) the ability to overlash on existing CPSD fiber optic cable runs, and therefore Lakewood does not require any pole attachment rights from LLP regarding construction and operation of the Fiber Optic Cable Network (defined below) ; and,

WHEREAS, Lakewood and LLP have many proposed communication routes in common; and,

WHEREAS, it is recognized that coordinated and shared communication infrastructure is beneficial and cost effective for Lakewood, LLP, and their respective citizens and rate payers.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. PURPOSE.

The purpose of this Agreement is to memorialize the terms and conditions of the party’s joint use of the Fiber Optic Cable Network, including the installation, maintenance and expansion thereof.

SECTION 2. GENERAL TERMS.

- 1) Materials. All fiber optic cabling will be single-mode fiber optic (SMFO) in conformance with the latest edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. Aerial splice enclosures shall be as

- mutually agreed upon by Lakewood and LLP. Fiber optic termination and communication equipment shall be specified and supplied by Lakewood and LLP for each respective use.
- 2) Joint-Use of the Fiber Optic Cable Network. On the joint-use fiber optic cable trunk lines; the use of fiber strands are as follows (collectively, the “Fiber Optic Cable Network”, including all related junction boxes, sweeps, splice vaults and tie-ins):
    - a. Bridgeport Way (Pacific Highway to 112<sup>th</sup> Street) – Total Strands = 72. Lakewood has exclusive use of 48 strands. LLP has exclusive use of 24 strands.
    - b. Bridgeport Way (112<sup>th</sup> Street to Lakewood Drive) – Total Strands = 72. Lakewood has exclusive use of 60 strands. LLP has exclusive use of 12 strands.
    - c. Bridgeport Way (Lakewood Drive to 100<sup>th</sup> Street) – Total Strands = 24. Lakewood has exclusive use of 12 strands. LLP has exclusive use of 12 strands.
    - d. 100<sup>th</sup> Street (59<sup>th</sup> Avenue to Bridgeport Way) – Total Strands = 24. Lakewood has exclusive use of 12 strands. LLP has exclusive use of 12 strands.
    - e. 59<sup>th</sup> Avenue (100<sup>th</sup> Street to Lake Grove Street) – Total Strands = 24. Lakewood has exclusive use of 12 strands. LLP has exclusive use of 12 strands.
    - f. Pacific Highway (Bridgeport Way to South Tacoma Way) – Total Strands = 48 plus a separate 12-strand count for Lakewood signals (to be placed in conduit concurrently). Lakewood has exclusive use of 36 strands plus the separate 12-strand count for Lakewood signals – LLP has exclusive use of 12 strands.
    - g. South Tacoma Way (Pacific Highway to 96<sup>th</sup> Street) – Total Strands = 48. Lakewood has exclusive use of 36 strands. LLP has exclusive use of 12 strands.
  - 3) Fiber Optic Cable Ownership. The Fiber Optic Cable Network, including all related junction boxes, sweeps, splice vaults and tie-ins, will be owned by the City of Lakewood with strand-count usage as outlined in this Agreement. LLP shall have no right whatsoever to any specific strands within the Fiber Optic Cable Network, and Lakewood may change any fiber strands assigned to LLP at any time and in Lakewood’s sole discretion.
  - 4) Fiber License. For the Term of this Agreement, Lakewood hereby grants to LLP the exclusive and indefeasible right and license to use those portions of the Fiber Optic Cable Network as set forth in Section 2(2) above (“LLP’s Fiber License”). LLP’s Fiber License shall consist of dark fiber only.
  - 5) Access to the Cable. LLP shall not have any access to the Fiber Optic Cable Network, unless Lakewood is in breach of this Agreement and such access is necessary or reasonable to maintain LLP’s rights hereunder. Any expansion or splices into the Fiber Optic Cable Network must be mutually agreed upon so as to minimize impacts to Lakewood and LLP’s communication system.

- 6) **Damage Repair and Responsibilities.** Lakewood will maintain an on-call agreement with a mutually agreed-upon fiber optic company who will be required to respond within 12-hours to repair any damaged fiber optic cable of the Fiber Optic Cable Network. Any and all expenses associated with repair and maintenance of the Fiber Optic Cable Network will be the sole responsibility of Lakewood. Additionally any and all normal or regular maintenance including all costs thereof associated with maintaining the Fiber Optic Cable Network , including but not limited to responding to locate requests, making physical adjustments thereto and/or relocating the cable as necessary shall be the sole responsibility of Lakewood. LLP shall be individually solely responsible for any and all maintenance including all costs thereof associated with its respective connection service points terminating to the Fiber Optic Cable Network. In the event LLP is listed as a contact in for the on-call maintenance agreement, such shall not release Lakewood as the sole party responsible for and administering such on-call agreement, and LLP would be acting as an agent of Lakewood solely for that purpose.
- 7) **Excluded Fiber and Facilities.** Except for the Fiber Optic Cable, this Agreement shall not include any fiber optic cable or other facilities or equipment owned by either party, including without limitation, fiber optic cable and equipment terminating at the Fiber Optic Cable Network and originating at LLP Headquarters, the Tyee Substation, the Miller Substation, the Lake Grove Substation or any other electrical substation later used in LLP's operations.
- 8) **Fees.** For use of the Fiber Optic Cable Network as set forth in this Agreement, LLP shall pay to Lakewood a monthly service fee calculated as follows (the "Service Fee"):
  - a. A percentage of the on-call maintenance fee for the prior month equal to the proportion that LLP's Fiber License bears to all fiber of the Fiber Optic Cable Network (calculated based on strands dedicated to LLP within each trunk line, with weighted averages for each trunk line); *plus*
  - b. A percentage of all other reasonable maintenance and repair costs associated with the Fiber Optic Cable Network equal to the proportion that LLP's Fiber License bears to all fiber of the Fiber Optic Cable Network (calculated based on strands dedicated to LLP within each trunk line, with weighted averages for each trunk line).The Service Fee shall be payable within 30 days following LLP's receipt of an invoice and shall be calculated based on fees actually incurred and paid by Lakewood for the prior month.
- 9) **Relocation, Replacement, Extension and Undergrounding.** If any portion of the Fiber Optic Cable Network requires relocation, then the costs of such relocation shall be born by the party requesting such relocation, and if relocation is required by the government or the pole owner then costs shall be allocated between the parties on 50/50 basis excluding the cost of any fiber optic cable and its respective splicing, if necessary, which shall be pro rata based upon parties respective number of fibers in the cable being relocation. The costs of replacement, extension or undergrounding of the Fiber Optic Cable Network shall be allocated

between the parties on a 50/50 basis excluding the fiber optic cable and associated splices which shall be pro rata based upon the parties respective number of fibers in the cable requiring replacement, extension or undergrounding.

### SECTION 3. LAKEWOOD'S RESPONSIBILITIES AND COVENANTS.

- 1) Lakewood will design the Fiber Optic Cable Network along the following routes: Bridgeport Way – from Pacific Highway to 100th Street; Pacific Highway – from Bridgeport Way to 108th Street; South Tacoma Way – Pacific Highway to 96th Street; 100th Street – from 59th Avenue to Bridgeport Way; 59<sup>th</sup> Avenue – from 100<sup>th</sup> Street to Lake Grove. Lakewood shall perform all fiber optic sizing, strand designation, splice configuration, and hardware connection details; conduit runs including junction box and splice vault sizing and sweep configurations. Lakewood will maintain an as-built of the Fiber Optic Cable Network's use, including destination and terminations.
- 2) Lakewood will provide use of existing conduit runs for the Fiber Optic Cable Network along the following routes: Pacific Highway – from Bridgeport Way to 108<sup>th</sup> Street; and South Tacoma Way – from 108<sup>th</sup> Street to SR512.
- 3) Lakewood will repair concrete sidewalk panels along Pacific Highway that are required to be removed for junction box modification by LLP.
- 4) Lakewood will provide new conduit run for the Fiber Optic Cable Network along the following routes: South Tacoma Way from SR512 to 96<sup>th</sup> Street as part of its capital improvement project along the same route (approximately construction schedule range 3rd quarter 2014 through 2<sup>nd</sup> quarter 2015).
- 5) Lakewood will provide new 48-count SMFO fiber optic cabling along South Tacoma Way from 108<sup>th</sup> Street to 96<sup>th</sup> Street and splice into existing underground fiber optic cable that will be installed by LLP.
- 6) Lakewood will make available, through its agreement with CPSD, the existing aerial route on Bridgeport Way from 112<sup>th</sup> Street to 100<sup>th</sup> Street and on 100<sup>th</sup> Street between 59<sup>th</sup> Avenue and Bridgeport Way.
- 7) Lakewood will make available, through its franchise/permit with the Central Puget Sound Regional Transit Authority (Sound Transit) its existing aerial crossing rights at the railroad track on Bridgeport Way.
- 8) Lakewood hereby represents and covenants to LLP that for the Term of this Agreement it will:
  - a. maintain in good repair and working condition those portions of the Fiber Optic Cable Network relating to LLP's Fiber License;
  - b. not license or otherwise allow any third-party to infringe upon LLP's Fiber License; and
  - c. not transfer, sell or otherwise convey the Fiber Optic Cable Network, or any portion thereof, to any person, entity, partnership or association without the prior written consent of LLP, which may be withheld by LLP for any reason whatsoever.

#### SECTION 4. LLP'S RESPONSIBILITIES AND COVENANTS.

- 1) LLP will modify existing conduit junction boxes along Pacific Highway between Bridgeport Way and 108<sup>th</sup> Street to provide proper sweeps and bypasses for the fiber optic cabling. This will consist of: 1) Bypassing or replacing sweeps at 18 junction boxes.
- 2) LLP will replace the existing aerial copper communication cable crossing with an aerial fiber optic cable crossing in accordance with current aerial railroad crossing standards.
- 3) LLP will install city-provided splice vaults and associated conduit sweeps and tie-ins at three locations on Pacific Highway (Bridgeport Way; 47<sup>th</sup> Avenue; and 108<sup>th</sup> Street).
- 4) LLP will install one 48-count and one 12-count SMFO fiber optic cabling along the following route: Pacific Highway – from Bridgeport Way to 108<sup>th</sup> Street (underground installation).
- 5) LLP will install 72-count SMFO fiber optic cabling along the following route: Bridgeport Way – Pacific Highway to Lakewood Drive.
- 6) LLP will install 24-count SMFO fiber optic cabling along the following route: Bridgeport Way – Lakewood Drive to 100<sup>th</sup> Street; 100<sup>th</sup> Street – 59<sup>th</sup> Avenue to Bridgeport Way; 59<sup>th</sup> Avenue – 100<sup>th</sup> Street to Lake Grove Street.
- 7) LLP will provide 150-foot minimum slack at each signalized intersection and splice vault.
- 8) LLP will provide optical time-domain reflectometer (OTDR) testing and documentation of all installed fiber optic strands to verify continuity. LLP shall provide reel certifications from the manufacturer for all installed fiber optic cable. Lakewood shall reimburse LLP for OTDR testing based on proportionate fiber count usage.
- 9) LLP makes no representation or warranty, whether express, implied or statutory, as to the installation, description, quality, merchantability, completeness or fitness for any purposes of the equipment and services to be provided by LLP hereunder, all of which warranties are hereby expressly excluded and disclaimed.

#### SECTION 5. INDEMNIFICATION AND DEFENSE.

- 1) Each party (the “Indemnifying Party”) shall defend, indemnify, and save harmless the other party (including its officers, employees, and agents) from any and all damages of any kind or nature, including reasonable attorneys’ fees and expenses, costs, claims, judgments, and awards of damages, resulting from the acts or omissions, gross negligence or willful misconduct of the Indemnifying Party (including its officers, employees, or agents) associated with performance of the Indemnifying Party’s obligations under this Agreement. If such damage is caused by the joint or concurrent negligence or fault of the parties (including their officers, employees, or agents), then such liability shall be the obligation of and paid by each party in proportion to its own negligence or fault. Notwithstanding anything to the contrary set forth in this Agreement, no party (including its

officers, employees, or agents) shall be liable to the other party, in any circumstances, for any punitive, special, exemplary, incidental, indirect or consequential damages, including damages for loss of profits, loss of use of revenue, or losses by reason of cost of capital.

- 2) The indemnification obligations of an Indemnifying Party shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party under applicable law, including the Employee Benefits Acts. EACH PARTY HEREBY SPECIFICALLY AND EXPRESSLY WAIVES ANY AND ALL IMMUNITY TO WHICH SUCH PARTY MAY BE ENTITLED UNDER SUCH EMPLOYEE BENEFITS ACTS (INCLUDING SUCH PARTY'S IMMUNITY UNDER THE INDUSTRIAL INSURANCE ACT (RCW TITLE 51) AND ANY EQUIVALENT LAWS), TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING RCW SECTION 4.24.115, AND EXPRESSLY AGREES TO ASSUME POTENTIAL LIABILITY, EXPENSES AND DAMAGES (INCLUDING ATTORNEYS' FEES AND COSTS) FOR ACTIONS BROUGHT AGAINST A PARTY BY THE INDEMNIFYING PARTY'S EMPLOYEES; PROVIDED, HOWEVER, THAT THE INDEMNIFYING PARTY'S WAIVER OF IMMUNITY BY THE TERMS OF THIS SECTION EXTENDS ONLY TO CLAIMS AGAINST THE INDEMNIFYING PARTY BY OR ON BEHALF OF AN THE OTHER PARTY UNDER OR PURSUANT TO THIS AGREEMENT, AND DOES NOT INCLUDE ANY CLAIMS MADE BY THE INDEMNIFYING PARTY'S EMPLOYEES DIRECTLY AGAINST THE INDEMNIFYING PARTY. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER HAS BEEN SPECIFICALLY AND MUTUALLY NEGOTIATED BY THE PARTIES TO THIS AGREEMENT AND EACH PARTY HAS HAD THE OPPORTUNITY, AND HAS BEEN ENCOURAGED, TO CONSULT WITH INDEPENDENT COUNSEL REGARDING THIS WAIVER. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, the Parties agree that if the provisions of RCW Section 4.24.115, as applicable, are deemed to apply to any indemnity claim (i) in no event shall the Indemnifying Party be obligated to indemnify the other party for claims or damages arising out of bodily injury to persons or damage to property resulting from the sole negligence of the other party, and (ii) if indemnification is sought for claims or damages arising out of bodily injury to persons or damage to property resulting from the concurrent negligence of the Parties, the Indemnifying Party hereby agrees to indemnify the other party for such damages only to the extent of the Indemnifying Party's negligence (including its officers, employees, or agents).

## SECTION 6. INDEPENDENT CONTRACTORS.

Lakewood is, and shall at all times be deemed to be, an independent contractor. LLP is, and shall at all times be deemed to be, an independent contractor. Nothing herein

contained shall be construed as creating the relationship of employer and employee, or principal and agent, between Lakewood and LLP or their agents or employees, except to the extent LLP is identified as an agent of Lakewood pursuant to the on-call maintenance agreement. Lakewood and LLP shall each independently retain all authority for the rendition of services, standards of performance, control of personnel, and other matters incidental to the performance of services by Lakewood and LLP pursuant to this Agreement.

Nothing in this Agreement shall make any employee of Lakewood an LLP employee or any employee of LLP a Lakewood employee for any purpose, including, but not limited to, the withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Lakewood or LLP employees by virtue of their employment.

#### SECTION 7. INSURANCE.

Lakewood shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with a policy limit of not less than \$2,000,000 coverage per occurrence and not less than \$4,000,000 aggregate limits.

LLP shall maintain at all times during the course of this Agreement a general liability insurance policy with a self-insured retention of no more than \$2,000,000 and a policy limit of not less than \$4,000,000 per occurrence and not less than \$4,000,000 aggregate limits.

#### SECTION 8. CONTINUATION OF PERFORMANCE.

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, both parties agree that, notwithstanding such dispute or conflict, they shall continue to make good faith efforts to cooperate and continue work toward successful completion of assigned duties and responsibilities.

#### SECTION 9. ADMINISTRATION OF AGREEMENT.

This Agreement shall be administered by the Public Works Director or designee, on behalf of Lakewood, and by the General Manager, or designee, on behalf of LLP. Any written notices required by this Agreement shall be served on or mailed to the following addresses:

City of Lakewood  
Lakewood City Hall  
6000 Main St  
Lakewood, WA 98499-5027

Lakeview Light & Power  
11509 Bridgeport Way SW  
Lakewood, WA 98499

## SECTION 10. NOTICES.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by Certified Mail, Return Receipt Requested, and addressed to the representative set forth in Section 9, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

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

## SECTION 11. ASSIGNMENT.

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

## SECTION 12. AMENDMENT, MODIFICATION OR WAIVER.

No amendment, modification or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by duly authorized representative(s), and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing in this section shall limit the remedies or rights of the parties under and pursuant to this Agreement. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement.

## SECTION 13. PARTIES IN INTEREST.

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

#### SECTION 14. COSTS TO PREVAILING PARTY.

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

#### SECTION 15. APPLICABLE LAW.

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

#### SECTION 16. CAPTIONS, HEADINGS AND TITLES; INTERPRETATION.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa. The word "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of both parties. Each party acknowledges that in entering into this Agreement it has not relied on any representations or warranties about its subject matter except for the representations and warranties as expressly provided in this Agreement.

#### SECTION 17. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties in respect to the obligations and responsibilities of the parties and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

#### SECTION 18. TERM OF THE AGREEMENT; TERMINATION.

- 1) Term. This Agreement shall commence as of the last date set forth below and terminate on the 30th anniversary thereof, unless terminated earlier or extended as set forth herein (the "Term"). The parties may mutually terminate or extend the Term of this Agreement to coincide with the useful life of the Fiber Optic Cable Network where "useful life" is defined as a point in time where Lakewood and LLP mutually agree it's in their best interest to terminate or extend the Term and for which neither party will unreasonably withhold its mutual concurrence therewith.
- 2) Damages for Termination. If termination of this Agreement occurs pursuant to and resulted from the material breach by a party of the covenants of such party contained in this Agreement or due to a party's failure to perform hereunder, without legal

excuse, then such party shall be fully liable to the other party for any and all damages sustained or incurred as a result of such breach, including reasonable attorneys' fees incurred in the enforcement of this Agreement.

- 3) LLP Option. Upon termination of this Agreement, for any reason whatsoever, Lakeview shall have the option (but not the obligation) to take ownership of the portion of the Fiber Optic Cable Network necessary to interconnect LLP's headquarters with, the Tye Substation, the Miller Substation, the Lake Grove Substation and any other electrical substation then used by LLP in its operations. Such option shall be at no additional consideration to LLP. Lakewood covenants to take all reasonably requested action and execute all documentation necessary to transfer ownership of such facilities to LLP following exercise of such option, including the grant or transfer to LLP of rights-of-way, easements or any other agreement for the use of Lakewood conduit in which such portions of the Fiber Optic Cable Network are located, at no additional cost to LLP.
- 4) Survival. The terms of this Agreement shall survive in full force and effect the expiration or termination of this Agreement only to the extent necessary to enable a party to exercise any of its accrued rights, remedies and obligations.
- 5) Specific Performance. Each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement, the terms and the provisions hereof to which they may be entitled, at law or in equity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year of the last signature hereto is affixed.

CITY OF LAKEWOOD

LAKEVIEW LIGHT & POWER

By: \_\_\_\_\_  
John Caulfield, City Manager

By: \_\_\_\_\_  
Thomas McDonald, President

Attest:

\_\_\_\_\_ Date \_\_\_\_\_  
Alice M. Bush, CMC/AE, City Clerk

Approved as to Form:

\_\_\_\_\_ Date \_\_\_\_\_  
Heidi Wachter, City Attorney

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