



## LAKWOOD CITY COUNCIL AGENDA

Monday, November 4, 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. Youth Council Report.
2. Clover Park School District Board Report.

### 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 October 21, 2013.
- ( 8 ) B. Approval of the minutes of the City Council Study Session of October 28, 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 minutes after adjournment of the meeting.*

- (13) C. Approval of payroll check numbers 113059 to 113066 and direct deposits and automated clearing house in the amount of \$928,839.52 for the period October 1 - 15, 2013.
- (14) D. Approval of claim voucher numbers 73221 to 73353, in the amount of \$1,232,505.37 for the period ending October 17, 2013.
- (30) E. Approval of claim voucher numbers 12112352 and 73354 to 73405, in the amount of \$183,549.95 for the period ending October 23, 2013.
- (36) F. Approval of claim voucher numbers 73406, in the amount of \$800,000.00 for the period ending October 28, 2013.
- (38) G. Items Filed in the Office of the City Clerk:
1. Public Safety Advisory Committee meeting minutes of July 3, 2013 and September 4, 2013.
  2. Parks and Recreation Advisory Board meeting minutes of September 24, 2013.
  3. Human Services Funding Advisory Board meeting minutes of September 19, 2013.

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

### Public Hearings and Appeals

- (52) This is the date set for a public hearing on the 2014 property tax levy.

### Ordinance

- (56) Ordinance No. 568

Amending Sections 5.02.010, 5.02.040, 5.02.080, 5.02.190 and creating Section 5.02.171 of the Lakewood Municipal Code relative to general business licenses. - *Assistant City Manager for Development Services*

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**Unfinished Business****New Business**( 64) Motion 2013-50

Awarding a bid to KBH Construction, Inc., in the amount of \$524,485, for traffic signal improvements at Custer Road SW and John Dower Road SW.  
- *Public Works Director*

( 69) Motion 2013-51

Awarding a bid to Totem Electric of Tacoma, in the amount of \$774,375, for modification to 48 traffic signals. - *Public Works Director*

( 73) Motion 2013-52

Authorizing the execution of a grant agreement with the Washington State Department of Ecology, in the amount of \$50,000, for the 2013-2015 National Pollutant Discharge Elimination System. - *Public Works Director*

( 94) Motion 2013-53

Adopting the legislative policy manual and 2013-2014 biennial legislative agenda. - *City Manager*

(100) Motion 2013-54

Authorizing the execution of an agreement with Gordon Thomas Honeywell Governmental Affairs, in the amount of \$55,000, for state government relations services. - *City Manager*

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**(108) Motion 2013-55**

Authorizing the execution of an interlocal agreement with the cities of Tacoma, Fife, Sumner, Bonney Lake, Puyallup and the Pierce County Sheriff's Department, Pierce County Prosecuting Attorney's Office, Washington State Patrol, and Pierce Transit relative to the Auto Crime Enforcement multi-jurisdictional task force to respond, prevent and investigate auto theft and related crimes. - *Police Chief*

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

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

**MEETING SCHEDULE**  
**November 4, 2013 – November 8, 2013**

Date	Time	Meeting	Location
November 4	4:30 P.M.	Arts Commission	Lakewood City Hall 3rd Floor, Executive Conference Room 3A
	6:30 P.M.	Youth Council	Lakewood City Hall 3 <sup>rd</sup> Floor, Executive Conference Room 3A
	7:00 P.M.	City Council	Lakewood City Hall Council Chambers
November 5	No Meetings Scheduled		
November 6	5:15 P.M.	Public Safety Advisory Committee	Lakewood Police Station Multi-Purpose Room 9401 Lakewood Drive SW
	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
November 7	9:30 A.M.	Civil Service Commission	Lakewood City Hall 1st Floor, Conference Room 1E
	6:30 P.M.	Tillicum/Woodbrook Neighborhood Association	Tillicum Community Center 14916 Washington Avenue SW
November 8	No Meetings Scheduled		

**TENTATIVE MEETING SCHEDULE**  
**November 11, 2013 – November 15, 2013**

Date	Time	Meeting	Location
November 11	No Meetings Scheduled	City Hall Closed in observance of Veteran's Day	
November 12	7:30 A.M.	Redevelopment Advisory Board	Lakewood City Hall 3 <sup>rd</sup> Floor, Executive Conference Room 3A
	7:00 P.M.	City Council Study Session	Lakewood City Hall Council Chambers
November 13	9:30 A.M.	Lakewood Community Collaboration	Lakewood City Hall Council Chambers
November 14	7:30 A.M.	Lakewood's Promise Advisory Board	Lakewood City Hall 3 <sup>rd</sup> Floor, Executive Conference Room 3A
	3:30 P.M.	City Talk with the Mayor or another Councilmember Please call 253-589-3489 for an appointment	Lakewood City Hall 3rd Floor, Mayor's Office
	6:00 P.M.	Lakewood Sister Cities Association	Lakewood City Hall 1 <sup>st</sup> Floor, Conference Room 1E
	7:00 P.M.	Lake City Neighborhood Association	Lake City Fire Station 8517 Washington Blvd. SW
November 15	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.



## **LAKWOOD CITY COUNCIL MINUTES**

Monday, October 21, 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 7:01 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.

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

Acting City Manager Wachter introduced Brent Champaco, the City's new Community Relations Manager.

She then reported that City Manager Caulfield and Mayor Anderson participated in a briefing with Governor Inslee and JBLM Colonel Hodges on future planning efforts underway at JBLM to include transportation initiatives to help alleviate traffic along the I-5 corridor.

She then provided a report on the results of the City's annual accountability audit.

She reported on improvements at the Lakeview Avenue and 100<sup>th</sup> Street intersection to address a problem with truck turns at that intersection.

She announced that a new 97,000 square foot National Guard readiness center is to be constructed at Camp Murray.

She announced that the Transportation Benefit District Board meeting that had been scheduled for October 28, 2013 will be moved to November 4 or 12, 2013 to allow for additional staff time to analyze and develop financing options.

She announced that the Joint City Council and Landmarks & Heritage Advisory Board Subcommittees will meet on October 24, 2013 at 5:00 p.m., in Conference Room 3A.

She explained that the October 28, 2013 Council Study Session agenda includes a:

- 1) Joint meeting with Lakewood's Promise Advisory Board
- 2) Sound Transit Long Range Plan Update
- 3) Review of proposed amendments to LMC Chapter 5.02 relative to business licenses
- 4) Presentation on the parks & streets survey results
- 5) Point Defiance Bypass Rail Update
- 6) Legislative Policy Manual and Legislative Agenda update
- 7) Review of a state government relations contract

She also reported that the November 12, 2013 Council Study Session includes a:

- 1) IJR/I-5 JBLM corridor improvements update
- 2) Review of proposed human services funding recommendations
- 3) Review of 2013 budget amendments
- 4) Review of Prairie Oaks (Living Access Support Alliance) Section 108 loan

## **PROCLAMATIONS AND PRESENTATIONS**

### **Recap of the 2013 Lakewood Farmers Market**

Recreation Coordinator Richardson provided an overview of the 2013 Lakewood Farmer's Market.

Discussion ensued on what the staffing costs would be if the market extended its hours from May – October, 10:00 a.m. – 3:00 p.m.; was the market well attended during extended night hours; how accommodating would it be if the event was held on a hard work surface; what was WIC's feedback on how well they did with recruiting new clients by having a booth at the market.

### **Proclamation recognizing St. Clare Hospital for supporting the Lakewood Farmers Market**

DEPUTY MAYOR WHALEN PRESENTED A PROCLAMATION RECOGNIZING ST. CLARE HOSPITAL FOR SUPPORTING THE LAKEWOOD FARMERS MARKET TO MR. TIM PLANTE, ASSOCIATE VICE PRESIDENT, PATIENT SERVICES, ST. CLARE HOSPITAL.

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Mayor Anderson deviated from the agenda to consider the Public Hearing portion of the agenda at this time.

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

**PUBLIC HEARINGS AND APPEALS**

This is the date set for a public hearing on the City of Tacoma Special Election, Proposition No. 1, 2% Utility Company Earnings Tax For Tacoma Street Improvements, Official Ballot Title: The City Council of the City of Tacoma adopted Substitute Resolution No. 38700 concerning an additional 2% earnings tax on utility companies for streets. If passed, Proposition No. 1 would authorize the City to levy an additional 2% earnings tax on natural gas, electric, and phone companies for the sole purpose of funding basic maintenance and safety upgrades City-wide, for roads, arterials, and bridges; permanent pothole repairs; pedestrian safety improvement to crosswalks near schools, sidewalks and intersections; repaving neighborhood streets; and improved signal timing, all as provided in Substitute Resolution No. 38700. Should Proposition No. 1 be enacted into law?

Yes..... [ ]  
No..... [ ]

Speaking before the Council were:

*Rick Jyelm, Lakewood business on John Dower Road*, expressed opposition to the proposed City of Tacoma Proposition 1 utility earnings tax.

*Thomas Silva, Lakewood resident on 66<sup>th</sup> Avenue*, expressed opposition to the proposed City of Tacoma Proposition 1 utility tax earnings and his concerns that it would impact senior citizens.

*Dennis Haugen, Lakewood resident*, spoke in opposition of the proposed City of Tacoma Proposition 1 and the tax impacts it would have on industrial businesses.

*Catherine Rudolff, Tacoma Pierce County Realtors*, spoke in opposition of the City of Tacoma Proposition 1.

*Kris Kaufmann, Lakewood resident*, spoke in opposition of the City of Tacoma Proposition 1 and expressed support of Council's resolution to oppose the tax.

*Mary Lorayne Goad-Ballensky, Lakewood resident*, asked what power does Lakewood citizens have and can citizens vote against City of Tacoma's proposition.

*Cheryl McColm, Lakewood resident*, spoke about the street conditions of Tacoma and spoke in opposition of the City of Tacoma's proposition.

*John Barline, Lakewood resident*, spoke about his testimony before the City of Tacoma and the concerns he expressed when raises were being given out during the economic downturn. He spoke against Tacoma's Proposition 1. He commented that the proposition is taxation without representation. If the proposition is passed, he asked that the Council seek the pro rata portion that is Lakewood's portion and use it for the benefit of Lakewood's residents.

*Ed Vore, Lakewood resident*, spoke in opposition of City of Tacoma's Proposition 1.

*Glen Spieth, Lakewood resident*, spoke in opposition of Tacoma's tax and noted that Lakewood residents are already paying a Tacoma tax.

*Don Laughlin, Lakewood resident*, spoke about Tacoma's mismanagement and expressed opposition of the City of Tacoma's tax.

There being no further testimony, the hearing was declared closed.

## **PUBLIC COMMENTS**

Speaking before the Council were:

*Connie Coleman-Lacadie, Lakewood Sister Cities Association*, spoke about the international students program at Pierce College. She then asked each international student in the program to introduce themselves and speak about their studies at Pierce College.

*Dennis Haugen, Lakewood resident*, showed a video about South Carolina's economic development efforts and its Port.

## **C O N S E N T   A G E N D A**

- A. Approval of the minutes of the City Council Retreat of October 5, 2013.
- B. Approval of the minutes of the City Council meeting of October 7, 2013.
- C. Approval of the minutes of the City Council Study Session of October 14, 2013.
- D. Approval of payroll check numbers 113050 to 113058 and direct deposits and automated clearing house in the amount of \$1,332,365.38 for the period September 16 - 30, 2013.
- E. Approval of claim voucher numbers 73011 to 73091, in the amount of \$388,006 for the period ending October 3, 2013.

- F. Approval of claim voucher numbers 73092 to 73220, in the amount of \$455,922.07 for the period ending October 10, 2013.
- G. Items Filed in the Office of the City Clerk:
1. Planning Advisory Board meeting minutes of July 24, 2013.
  2. Lakewood's Promise Advisory Board meeting minutes of September 12, 2013.
  3. Lakewood Arts Commission meeting minutes of September 9, 2013.
  4. Redevelopment Advisory Board meeting minutes of July 9, 2013.

COUNCILMEMBER MCGOVERN-PILANT MOVED TO ADOPT THE CONSENT AGENDA AS PRESENTED. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

## R E G U L A R   A G E N D A

### APPOINTMENTS

**Motion No. 2013-49 appointing Mario Lee, Michelle Perrenod and Phillip Raschke to serve on the Lodging Tax Advisory Committee through November 1, 2016.**

DEPUTY MAYOR WHALEN MOVED TO CONFIRM THE APPOINTMENT OF MARIO LEE, MICHELLE PERRENOD, AND PHILLIPS RASCHKE TO SERVE ON THE LODGING TAX ADVISORY COMMITTEE THROUGH NOVEMBER 1, 2016 SECONDED BY COUNCILMEMBER BARTH. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

### RESOLUTIONS

**Resolution No. 2013-23 authorizing the execution of an interlocal agreement with the Association of Washington Cities Benefit Trust to provide self-insured health benefit plans and programs for participating employees.**

COUNCILMEMBER MOSS MOVED TO ADOPT RESOLUTION NO. 2013-23 SECONDED BY DEPUTY MAYOR WHALEN. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**Resolution No. 2013-24 expressing opposition to the City of Tacoma Special Election, Proposition No. 1, 2% Utility Company Earnings Tax For Tacoma Street Improvements, Official Ballot Title: The City Council of the City of Tacoma adopted Substitute Resolution No. 38700 concerning an additional 2% earnings tax on utility companies for streets. If passed, Proposition No. 1 would authorize the City to levy an additional 2% earnings tax on natural gas,**

**electric, and phone companies for the sole purpose of funding basic maintenance and safety upgrades City-wide, for roads, arterials, and bridges; permanent pothole repairs; pedestrian safety improvement to crosswalks near schools, sidewalks and intersections; repaving neighborhood streets; and improved signal timing, all as provided in Substitute Resolution No. 38700. Should Proposition No. 1 be enacted into law?**

**Yes..... [ ]**

**No..... [ ]**

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT RESOLUTION NO. 2013-24 SECONDED BY COUNCILMEMBER BARTH.

Roll call vote was taken resulting as follows:

Ayes: 7 – COUNCILMEMBERS BOCCHI, BRANDSTETTER, MCGOVERN-PILANT, MOSS, BARTH, DEPUTY MAYOR WHALEN AND MAYOR ANDERSON.

Nays: 0

RESOLUTION 2013-24 PASSED UNANIMOUSLY.

**BRIEFING BY THE CITY MANAGER**

Acting City Manager Wachter reported on the City’s participation in the National ShakeOut Earthquake Drill on October 17, 2013.

She then reported that staff continues to work on a more comprehensive City Council meeting schedule of upcoming agenda items through 2014.

Acting City Manager Wachter then provided a report on the Truck and Tractor event that was held over the weekend.

**CITY COUNCIL COMMENTS**

Councilmember Bocchi spoke about the Council Subcommittee and Lakewood Heritage Advisory Board Subcommittee meeting that he and Councilmember Brandstetter will be attending on October 24, 2013.

Councilmember Barth commented on the Lakewood Historical Society meeting she attended about the Nisqually Tribe.

Deputy Mayor Whalen thanked staff for sending the post cards on the opposition of City of Tacoma Proposition 1. He then commented on the October 26, 2013 Emergency Food Network dinner and the Arts Fest Community committee meeting on October 22, 2013. He asked for an update on the Pierce County Regional Council meeting that he was not able to attend.

Councilmember Brandstetter suggested that the Council consider participating in the "RACE: Are we so different project?" with the Youth Council. Mayor Anderson asked that Council be provided with information on the schedule and what the Council would be involved with in this joint project.

Mayor Anderson commented on the JBLM panel he participated in with regard to I-5 improvements in which the Governor attended. He then reported on the promotion ceremony he attended for Col. Jody Miller. He then commented on a luncheon he attended with Congressman Denny Heck and their discussion about I-5/JBLM and the Point Defiance Bypass project.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 8:40 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, October 28, 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 7:01 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.

Lakewood's Promise Advisory Board Present: 6 -Chair Clayton DeNault and Members Elvin Bucu, Dr. Michele Johnson, Keila Pritchard, Ellie Wilson and Mary Dodsworth.

### **ITEMS FOR DISCUSSION:**

#### **Joint meeting with the Lakewood's Promise Advisory Board**

Chair Clayton DeNault reviewed the significant accomplishments of the Lakewood's Promise Advisory Board. Each member then reviewed the work of the Board in each of the five promises – caring adults, a healthy start, effective education, opportunities to help others and safe places.

Discussion ensued on the “safe place” promise at the YMCA and Boys and Girls Club and providing for adequate facilities for youth; getting the word out on places that are “safe places”; finding ways to provide transportation for youths to access “safe places”; the City's role as facilitators of services and not service providers; the City being a clearinghouse for volunteers, thereby creating a volunteer base for “caring adults”; where there might be gaps in providing after school programs; preparing a map/inventory of safe places, seeing where the gaps are and perhaps tying human services funds to fulfill the gaps; looking at churches to provide some transportation resources and a network; and how can a Youth Council representative from the other high schools and not just Harrison Preparatory sit on the Lakewood's Promise Advisory Board.

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Council recessed at 8:00 p.m. and reconvened at 8:10 p.m.

\*\*\*\*\*

Councilmember Brandstetter left the Council meeting.

**Sound Transit Long Range Plan Update**

Ms. Chelsea Levy, Government & Community Relations Officer, Sound Transit, provided an update on Sound Transit's long range plan. She explained the scoping process for updating the Long-Range Plan and asked for Council's input on the Plan.

Discussion ensued on the duplication of light and heavy rails and why there are two parallel tracks; how Pierce Transit express buses transport a large number of riders who use Sound Transit and what are the percentage of ridership and costs, including capital costs, of those that use Sound Transit and those that use the Pierce Transit express buses.

**Review of the parks and streets survey results**

Mr. Tom Beckwith, consultant, reviewed the results of the parks and streets survey to determine interests in City parks and streets to help Council determine resident priorities and look at ways of paying for them.

He reported that 62% of the respondents were aged 65-69. In recreation, the favorite recreation activities were the Farmers Market, festivals and events, and personal enrichment classes. The survey showed that charging users to pay for services was the highest rating. With regard to parks, passive open space areas, restrooms, trails were favorites. The survey showed paying for parks through a bond or levy was the favorite and least favorite were increased property tax and lower standards. If asked to pay, 55% said they would pay \$10-\$50 annually.

For streets, the favorites were traffic signals, street signs and lights and road striping; least favorite were pavement, curbs and gutters. On how to pay for streets, the least favorite were license tab fees, property tax lid lift and sales tax increase. If asked to pay, over 50% indicated that they would pay \$25 annually.

For street improvements the favorite was constructing sidewalks on major roadways. Over a majority indicated they would pay \$25 per year.

**Review of proposed amendments to Chapter 5.02 of the Lakewood Municipal Code relative to general business licenses**

Assistant City Manager Bugher reviewed the proposed amendments to the general business license codes.

Discussion ensued on closing of businesses that are deemed hazardous to life or property.

**Point Defiance Bypass Rail Update.**

Assistant City Manager provided an update on the Point Defiance Bypass Rail project. He reported that staff has met with property owners and businesses along 300' of the rail line and conducted meetings with various industrial parks.

**Legislative policy manual and 2013-2014 legislative biennial agenda update**

City Manager Caulfield reviewed the proposed legislative policy manual and the 2013-2014 legislative biennial agenda based on feedback from the Council at its October 5, 2013 retreat.

Discussion ensued on bringing focus to Council's efforts; and holding a meet and greet with the legislative delegation for creating a stronger partnership/relationship.

**Review of the 2014 state government relations contract**

City Manager Caulfield reported that he recommended that the City contract with Gordon Thomas Honeywell for the State government relations contract with Briahna Taylor in the amount of \$55,000 for 2014.

Discussion ensued on concerns of the use of the firm's name when it had sued the City, while the City had contracted with the firm's government affairs division, although a separate division of the main firm; and it was suggested to include a provision to address this issue in the 2014 contract.

**BRIEFING BY THE CITY MANAGER**

City Manager Caulfield reported on the Youth Council Make a Difference Day project at Ft. Steilacoom Park.

He reported that at the Tuesday, November 12, 2013, Study Session, agenda items include:

- IJR/I-5 JBLM corridor improvements update.
- Review of proposed human services funding recommendations.
- Review of 2013 budget amendments.
- Review of purchase of property for Wards Lake Park.
- Marijuana sales options.
- South Sound Military Communities Partnership Memorandum of Agreement.
- Review of Prairie Oaks (LASA) Section 108 loan.
- Oakbrook Golf Course property tax credit.

He also noted that at the November 18, 2013 regular meeting action items include most of the items coming before the Council on November 12, 2013.

He then spoke about Communications Manager Brent Champaco's efforts on using the City's facebook page and twitter to encourage community engagement.

He commented on a meeting he had with Mr. Danny Sink about the 2015 US Open Championship and for the Lakewood community to be engaged.

He reported on the John Dower Elementary Walk to School event on Thursday, October 31, 2013.

He then asked the Council if they were interested in a tour of Camp Murray and suggested that it be scheduled in the first quarter of 2014.

He reported that staff is working out the logistics of the Council and Youth Council event on RACE, Are we so different project.

He also suggested holding a Council Retreat to discuss the 2013-2014 Council goals and priorities. It was the consensus of the Council to schedule the retreat for Saturday, December 14, 2013.

### **ITEMS TENTATIVELY SCHEDULED FOR THE NOVEMBER 4, 2013 REGULAR CITY COUNCIL MEETING:**

1. Amending Chapter 5.02 of the Lakewood Municipal Code relative to general business licenses.
2. Approving the legislative policy manual and the 2013-2014 legislative biennial agenda.
3. Authorizing the execution of an agreement with Gordon Thomas Honeywell for state government relations services.
4. This is the date set for a public hearing on the 2014 property tax levy.
5. Awarding a bid for traffic signal upgrades at Custer Road and John Dower Road.
6. Awarding a bid for city-wide safety improvements.
7. Authorizing the execution of an interlocal agreement with the cities of Tacoma, Fife, Sumner, Bonney Lake, Puyallup and the Pierce County Sheriff's Department relative to the Auto Crime Enforcement multi-jurisdictional task force to respond, prevent and investigate auto theft and related crimes.
8. Authorizing the execution of a grant agreement with the Washington State Department of Ecology, in the amount of \$50,000, for the National Pollutant Discharge Elimination System.

### **CITY COUNCIL COMMENTS**

Councilmember Bocchi asked when the temporary closure at Custer and Bridgeport Way's right turn lane will be completed.

Councilmember Barth commented on the Emergency Food Network event.

Deputy Mayor Whalen expressed disappointment on the results of the streets and parks survey and asked how the results should be addressed, when the Lodging Tax Advisory Committee is not recommending funding for the Farmers Market and festivals which were the most favored recreation activities.

Mayor Anderson noted that the Stryker Brigade want to keep soldiers engaged and are pushing to be involved in community programs. He asked that the City convene an event for the change of the new brigade commander leadership. Mayor indicated that he will not be attending next Monday's, November 4, 2013, Council meeting.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:40 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 10-15-13**

**Direct Deposit and ACH in the amount of : \$924,365.04**  
**Payroll Ck#'s 113059 - 113066 in the amount of : \$4,474.48**  
**Total Payroll Distribution: \$928,839.52**

**EMPLOYEE PAY TOTAL BY FUND:**

<u>001 - GENERAL FUND</u>	<u>AMOUNT</u>
CITY COUNCIL	\$ 2,028.75
MUNICIPAL COURT	\$ 28,487.04
CITY MANAGER	\$ 5,042.76
FINANCE & IS	\$ 31,881.84
LEGAL	\$ 21,376.13
COMMUNITY DEVELOPMENT	\$ 42,909.67
HUMAN RESOURCES	\$ 9,376.00
PARKS & RECREATION	\$ 25,446.26
ECONOMIC DEVELOPMENT	\$ 5,899.06
POLICE	\$ 270,694.66
PUBLIC WORKS (98)	\$ 5,853.69
NON-DEPARTMENTAL (99)	\$ 13,028.89
<b>General Fund Total</b>	<b>\$ 462,024.75</b>
101 - STREET OPERATIONS & MAINT.	\$ 23,221.85
102 - STREET CAPITAL PROJECTS FUND	\$ 22,603.69
104 - HOTEL/MOTEL FUND	\$ 849.03
180 - NARCOTICS SEIZURE FUND	\$ 1,030.59
190 - GRANT FUND	\$ 4,179.75
191 - NSP GRANT FUND	\$ 1,093.19
192 - OEA GRANT FUND	\$ 4,440.18
193 - POLICE ARRA GRANT FUND	\$ -
195 - PUBLIC SAFETY GRANT FUND	\$ 2,444.01
311 - SEWER PROJECT CIP FUND	\$ 185.04
312 - SEWER AVAILABILITY	\$ 129.96
401 - SURFACE WATER MANAGEMENT FUND	\$ 23,061.24
<b>Other Funds Total</b>	<b>\$ 83,238.53</b>

<b>EMPLOYEE PAY TOTAL</b>	<b>\$ 545,263.28</b>
<b>BENEFITS TOTAL</b>	<b>\$ 383,576.24</b>
<b>GRAND TOTAL</b>	<b>\$ 928,839.52</b>

Voucher List  
CITY OF LAKEWOOD

vchlist  
10/17/2013 2:22:34PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : csb						
CLAIMS VOUCHER APPROVAL						

I HEREBY CERTIFY THAT THE GOODS AND OR SERVICES CHARGED ON THE VOUCHERS LISTED BELOW HAVE BEEN FURNISHED TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THE CLAIMS BELOW TO BE VALID AND CORRECT.

*[Signature]* FINANCE MANAGER  
*[Signature]* ASSISTANT CITY MANAGER

*[Signature]* CITY MANAGER  
10-30-2013

CHECK RUN DATE: 10/17/13  
 IN THE AMOUNT OF \$ 1232,585.37  
 EFT NO: 73221 THROUGH NO: 73292  
 CLAIM VOUCHER NO: 73293 THROUGH NO: 73353

Including Wires: na  
 WITH VOIDED CHECK(S) NO: n/a

Voucher List  
CITY OF LAKEWOOD

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73221	10/17/2013	000005 ABC LEGAL MESSENGERS, INC	7940932		LEGAL MESSENGER SERVICE ON :	84.50
			MMFWA000616000000047		MONTHLY MESSENGER SERVICE	195.00
					<b>Total :</b>	<b>279.50</b>
73222	10/17/2013	002831 ADVANCED TRAFFIC PRODUCTS INC	8630		E1183 PO 4451 PEDESTRIAN PUSH	6,495.35
					<b>Total :</b>	<b>6,495.35</b>
73223	10/17/2013	001685 AMAYA ELECTRIC CORP	8632-1R		W0061 STRAIN POLE REPLACEMENT	3,740.00
					<b>Total :</b>	<b>3,740.00</b>
73224	10/17/2013	001693 AMERICAN REPORTING COMPANY	1273081-1097		MHR-123 MEADE	8.21
					<b>Total :</b>	<b>8.21</b>
73225	10/17/2013	010395 ARAMARK REFRESHMENT SERVICES	290940		COFFEE	423.09
					<b>Total :</b>	<b>423.09</b>
73226	10/17/2013	007445 ASSOCIATED PETROLEUM PRODUCTS	0480213-IN		POLICE FLEET FUEL	13,768.41
					<b>Total :</b>	<b>13,768.41</b>
73227	10/17/2013	006119 BCRA	15889		SSMP THRU 08/31/13	2,192.50
			16045		SSMP THRU 09/30/13	2,010.00
					<b>Total :</b>	<b>4,202.50</b>
73228	10/17/2013	002183 CATHOLIC COMMUNITY SVCS	3RD QTR, 2013		3RD QTR, 2013 PHOENIX HOUSING	3,227.87
					<b>Total :</b>	<b>3,227.87</b>
73229	10/17/2013	009742 CED	8541-753668		SUPPLIES	339.06
					<b>Total :</b>	<b>339.06</b>
73230	10/17/2013	010262 CENTURYLINK	253-581-8220 448B		PHONE SERVICE	34.93
			253-584-5364 399B		PHONE SERVICE	38.77
					<b>Total :</b>	<b>73.70</b>
73231	10/17/2013	003883 CHUCKALS INC	756662-0		TONER	500.00
			757618-0		SUPPLIES	651.86
					<b>Total :</b>	<b>1,151.86</b>

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73232	10/17/2013	000536 CITY TREASURER/CITY OF TACOMA	100228653PW 10/14/13		UTILITIES	15.30
			100349546PW 10/09/13		UTILITIES	45.91
			100349749PW 10/09/13		UTILITIES	30.68
			100351985PW 10/09/13		UTILITIES	111.37
			100415564PW 10/11/13		UTILITIES	166.13
			100415566PW 10/11/13		UTILITIES	127.29
			100415597PW 10/11/13		UTILITIES	149.18
			100432465PW 10/10/13		UTILITIES	1.77
			100440754PW 10/09/13		UTILITIES	39.09
			100440755PW 10/09/13		UTILITIES	109.21
			100471519PW 10/11/13		UTILITIES	57.61
			100475269PW 10/09/13		UTILITIES	1.45
			100475274PW 10/09/13		UTILITIES	1.77
					<b>Total :</b>	<b>856.76</b>
73233	10/17/2013	005786 CLASSY CHASSIS	2314		EXTERIOR WASH	13.00
			2315		CV#4130005 OIL CHANGE	39.32
					<b>Total :</b>	<b>52.32</b>
73234	10/17/2013	004501 COASTWIDE LABORATORIES	T2597204		SUPPLIES	26.11
			T2597447		SUPPLIES	389.77
					<b>Total :</b>	<b>415.88</b>
73235	10/17/2013	008062 COMMERCIAL HARDWARE & SPEC INC	15518		E2603 DOOR CLOSURE 9420 FRON	98.46
					<b>Total :</b>	<b>98.46</b>
73236	10/17/2013	000104 COMMUNITIES IN SCHOOLS	JULY-SEPT 2013		JULY-SEPT, 2013 CHAMPIONS MEN	3,249.00
			JULY-SEPT 2013		JULY-SEPT, 2013 AFTER SCHOOL F	3,750.00
					<b>Total :</b>	<b>6,999.00</b>
73237	10/17/2013	008523 COMPLETE OFFICE	1000156-0		SUPPLIES	360.47
			998662-0		SUPPLIES	42.67
			999202-0		SUPPLIES	125.51
			999202-1		SUPPLIES	170.97
					<b>Total :</b>	<b>699.62</b>
073238	10/17/2013	002984 CONELLY, GAIL	REIMBURSEMENT		RECERTIFICATION FEE REIMBURS	50.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : csb						
73238	10/17/2013	002984 002984 CONELLY, GAIL	(Continued)		Total :	50.00
73239	10/17/2013	000496 DAILY JOURNAL OF COMMERCE	3280569		E1189 TOPOGRAPHICAL SURVEY F	484.50
					Total :	484.50
73240	10/17/2013	002741 DATEC INC	30952		PO 4425 POCKETJET PRINTER W/E	4,078.43
					Total :	4,078.43
73241	10/17/2013	010391 DEPT OF ENTERPRISE SERVICES	2013090050		PO 4388 MICROSOFT OFFICE LIC/S	2,719.59
					Total :	2,719.59
73242	10/17/2013	010647 DISCOVERY BENEFITS INC	0000414190-IN		FSA - MONTHLY FEE	58.50
					Total :	58.50
73243	10/17/2013	003828 EFFICIENCY INC	1319		PO 4393 FTR REPORTER SOFTWARE	1,088.53
					Total :	1,088.53
73244	10/17/2013	002164 FARRAR, BRET	PER DIEM		V10/01/13 PER DIEM	462.00
					Total :	462.00
73245	10/17/2013	005190 FASTENAL	WALA217863		EAR PLUGS	49.30
					Total :	49.30
73246	10/17/2013	010573 FIELD, KIM	V3/6EXP10/13		FITNESS INSTRUCTOR FEE	609.60
					Total :	609.60
73247	10/17/2013	009689 FLO HAWKS	1071796		LIFT STATION MAINTENANCE	162.46
					Total :	162.46
73248	10/17/2013	001857 FRASER, JOHN	PER DIEM		PER DIEM FOR WENATCHEE CONF	99.00
					Total :	99.00
73249	10/17/2013	001626 GEOLINE INC	321085		REPAIR GEOXH	446.24
					Total :	446.24
73250	10/17/2013	007965 GORDON THOMAS HONEYWELL	SEP 13 1014		09/13 GOVT AFFAIRS SVCS RENDE	3,025.63
					Total :	3,025.63
73251	10/17/2013	002825 GRAYBAR ELECTRIC COMPANY	969080080		SUPPLIES	66.67

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Bank code : csb						
73251	10/17/2013	002825 GRAYBAR ELECTRIC COMPANY	(Continued)			
73252	10/17/2013	006955 HAGEL, VICKY	327137658000		SUPPLIES	107.58
73253	10/17/2013	009507 HAMEL, ROCHELLE	V3/5EXP10/13		INSTRUCTOR PAYMENT THRU 10.1	216.00
73254	10/17/2013	004036 HORIZON/AUTOMATIC RAIN CO	3N037657		CHEMICALS FOR SITE 19	247.77
73255	10/17/2013	007151 HORST, RUDY	V3/4EXP10/13		INSTRUCTOR PAYMENT THRU 10.4	99.00
73256	10/17/2013	010770 HUFF, MARY	08/13 SSMCP MILEAGE		08/13 SSMCP MILEAGE	62.15
			09/13 SSMCP MILEAGE		09/13 SSMCP MILEAGE	24.86
73257	10/17/2013	008301 IN TIME RENOVATIONS LLC	1942		E2603 CONTRACT 2013086	27,300.77
73258	10/17/2013	008461 KASER, MATT	05/16/13 PARKING		PARKING FOR CMS ARGUMENT	3.00
			T10/01/13 PARKING		T10/01/13 PARKING FOR WSAMA F,	41.47
			T6889/311		T9/03/13 LODGING AT TPCBA CONF	110.19
73259	10/17/2013	000273 KOREAN WOMEN'S ASSOCIATION	JULY-SEPT, 2013		JULY-SEPT, 2013 WE ARE FAMILY F	2,065.39
73260	10/17/2013	000299 LAKEVIEW LIGHT & POWER CO.	117448-001 09/23/13		LIGHTS	6,984.71
			6704-048/PARKS		PINE STREET SERVICE THRU 10.2.	16.81
			67044-001PW 09/23/13		LIGHTS	42.24
			67044-002PW 10/07/13		LIGHTS	56.32
			67044-003PW 09/23/13		LIGHTS	40.37
			67044-005PW 09/23/13		LIGHTS	47.90
			67044-006PW 09/23/13		LIGHTS	32.92
			67044-007PW 10/07/13		LIGHTS	115.07
			67044-008PW 10/07/13		LIGHTS	57.81
					<b>Total :</b>	<b>66.67</b>
					<b>Total :</b>	<b>107.58</b>
					<b>Total :</b>	<b>216.00</b>
					<b>Total :</b>	<b>247.77</b>
					<b>Total :</b>	<b>99.00</b>
					<b>Total :</b>	<b>87.01</b>
					<b>Total :</b>	<b>27,300.77</b>
					<b>Total :</b>	<b>27,300.77</b>
					<b>Total :</b>	<b>154.66</b>
					<b>Total :</b>	<b>2,065.39</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73260	10/17/2013	000299 LAKEVIEW LIGHT & POWER CO.	(Continued)			
			67044-012PW 10/07/13		LIGHTS	98.60
			67044-013PW 10/07/13		LIGHTS	49.10
			67044-014PW 10/07/13		LIGHTS	49.17
			67044-015PW 10/07/13		LIGHTS	53.50
			67044-016PW 10/07/13		LIGHTS	35.90
			67044-019PW 09/23/13		LIGHTS	49.32
			67044-020PW 09/23/13		LIGHTS	68.48
			67044-022PW 09/23/13		LIGHTS	66.99
			67044-024PW 09/23/13		LIGHTS	41.41
			67044-026PW 09/23/13		LIGHTS	46.04
			67044-028PW 09/28/13		LIGHTS	41.86
			67044-031PW 10/07/13		LIGHTS	39.48
			67044-032PW 10/07/13		LIGHTS	67.59
			67044-035PW 09/28/13		LIGHTS	6,580.28
			67044-036PW 09/28/13		LIGHTS	1,662.61
			67044-037PW 09/28/13		LIGHTS	11.75
			67044-038PW 09/28/13		LIGHTS	37.68
			67044-039PW 09/23/13		LIGHTS	33.59
			67044-043PW 09/28/13		LIGHTS	85.48
			67044-044PW 09/23/13		LIGHTS	50.66
			67044-046PW 09/23/13		LIGHTS	139.23
			67044-047PW 09/23/13		LIGHTS	59.23
			67044-050PW 10/07/13		LIGHTS	55.58
			67044-053PW 10/07/13		LIGHTS	30.75
			67044-054PW 09/28/13		LIGHTS	50.14
			67044-055PW 09/28/13		LIGHTS	55.28
			67044-056PW 09/28/13		LIGHTS	55.43
			67044-057PW 09/28/13		LIGHTS	6.83
			67044-064PW 09/23/13		LIGHTS	30.68
			67044-074PW 10/07/13		LIGHTS	122.94
					<b>Total :</b>	<b>17,169.73</b>
73261	10/17/2013	000298 LAKEWOOD TOWING	199396		TOWING SERVICE ON 9.3.13	76.58
			199486		TOWING SERVICE ON 9.8.13	76.58
					<b>Total :</b>	<b>153.16</b>



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Bank code : csb						
73270	10/17/2013	009317	009317 OPTIC FUSION INC			
73271	10/17/2013	006775	PAPE MATERIAL HANDLING EX.	2545093	TROUBLESHOOT CV#2121951	598.38
73272	10/17/2013	003198	PIERCE COLLEGE	78016	JAN-SEPT, 2013 LAKEWOOD COMF	5,000.00
73273	10/17/2013	000407	PIERCE COUNTY	AR151693 AR152048 AR152157 AR152186 AR152208	08/13 TRAFFIC MAINTENANCE SEF SEPT 28, 2013 STAFFING TIME AT S 09/13 RECORDING FEES OCT, 2013 SR CENTER LEASE 3RD QTR 2013 CHILDRREACH	10,351.34 90.00 128.00 4,734.17 5,111.47 20,414.98
73274	10/17/2013	003089	PIERCE COUNTY AIDS FOUNDATION	9302013 9302013	JULY-SEPT, 2013 MEDICAL CASE N JULY-SEPT, 2013 OASIS YOUTH CE	3,054.70 1,123.16 4,177.86
73275	10/17/2013	003205	PIERCE COUNTY RECYCLING	6533	YARDWASTE	200.25 200.25
73276	10/17/2013	000428	PIERCE COUNTY SEWER	00870307/PW 10/01/13 01360914/PW 10/01/13 01397982 01552201/PW 10/01/13	6000 MAIN ST SW THRU 09/30/13 9401 LKWD DR SW THRU 09/30/13 12430 PAC HWY SW SERVICE THR FRONT ST THRU 09/30/13	209.06 81.85 14.30 13.59 318.80
73277	10/17/2013	007183	PRO-VAC	130820-009	EDUCTOR TRUCK TO CLEAN VAUL	2,298.17 2,298.17
73278	10/17/2013	010828	SCHUMACHER, BRIANA	16450500183218	FOOD FOR 10/08/13 LEGAL DEPT N	12.06 12.06
73279	10/17/2013	010592	SKAU, MATTHEW	09/13	09/13 PROSECUTION SERVICES	2,865.00 2,865.00
73280	10/17/2013	002912	SOUND ELECTRONICS	48706	REPLACE DETECTORS @ TRANSPI	782.98

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Bank code : csb						
73280	10/17/2013	002912 SOUND ELECTRONICS	(Continued) 48707 48786		TRANSIT GARAGE FIRE ALARM INS FIRE ALARM MONITORING THRU 11 Total :	361.95 406.97 1,551.90
73281	10/17/2013	002913 SOUND ENERGY SYSTEMS	102822 102824		TROUBLESHOOT FTV-4 FAN CH 4TH QTR SERVICE SUPPORT A Total :	167.38 888.88 1,056.26
73282	10/17/2013	003267 SOUTH TACOMA GLASS SPECIALISTS	99331 99491		BACK WINDOW FOR 008 CV#1522097 WINDSHIELD REPAIR Total :	347.35 38.29 385.64
73283	10/17/2013	000516 SPRINT	LCI-183643		L-SITE GPS SERVICE THRU 9.29.13 Total :	30.00 30.00
73284	10/17/2013	009493 STAPLES ADVANTAGE	3210332918 3210332919 3210403941 3210403942 3210892809 3211022042 3211800645		SUPPLIES SUPPLIES SUPPLIES SUPPLIES EMERGENCY KIT SUPPLIES FOR V SUPPLIES SUPPLIES Total :	102.40 34.94 267.18 23.87 40.98 30.33 148.76 648.46
73285	10/17/2013	009030 STERICYCLE INC	3002404224		POLICE SERVICE ON 9.1.13 Total :	10.36 10.36
73286	10/17/2013	006497 SYSTEMS FOR PUBLIC SAFETY	22372 22406 22460 22462 22490 22511 22513 22515 22517		FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE	250.95 2,301.72 26.26 473.66 1,827.35 2,320.45 972.83 1,161.52 154.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73286	10/17/2013	006497 SYSTEMS FOR PUBLIC SAFETY	(Continued) 22518 22519 22527 22528 22536 22545 22573		FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE FLEET REPAIRS/MAINTENANCE Total :	172.74 622.09 2,314.13 3,134.98 91.90 76.12 157.44 16,058.51
73287	10/17/2013	000532 TACID	1298		JULY-AUG. 2013 HELP PROGRAM Total :	3,074.58 3,074.58
73288	10/17/2013	000540 TACOMA RUBBER STAMP	I-513343-1		SUPPLIES Total :	27.57 27.57
73289	10/17/2013	007603 THUNDERING OAK ENTERPRISES INC	6676		CONSULTATION/ARBORIST SERVIC Total :	95.00 95.00
73290	10/17/2013	000153 TYLER TECHNOLOGIES INC	045-96679		PO 4247 PERMIT SOFTWARE SERV Total :	4,931.08 4,931.08
73291	10/17/2013	009107 WASHINGTON CITIES INSURANCE	10/01/13		WCIA PAYMENT 09/01/13 - 09/30/13 Total :	62,334.56 62,334.56
73292	10/17/2013	009797 WHIPPLE, CAROLYN	10/08/13 MILEAGE		MILEAGE FOR WFOA GRANTS TRA Total :	27.79 27.79
73293	10/17/2013	010731 3 KINGS ENVIRONMENTAL INC	E4111 PP #5		E4111 2012 DRYWELL REPLACMEN Total :	94,257.09 94,257.09
73294	10/17/2013	000003 AABERGS TOOL & EQUIPMENT	12255		RENT PLANER GAS EDCCO Total :	109.50 109.50
73295	10/17/2013	002293 AHBL INC	89744		E1177 MADIGAN ACCESS IMPROV Total :	6,463.00 6,463.00
073296	10/17/2013	003227 AIR SYSTEMS ENGINEERING INC	194059		E2603 INSPECT EQUIPMENT	1,648.77

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Bank code : csb						
73296	10/17/2013	003227	003227 AIR SYSTEMS ENGINEERING INC (Continued)		Total :	1,648.77
73297	10/17/2013	007142	AMAZING REFLECTION AUTO 50		MINI DETAILS ON MULTIPLE VEHIC Total :	65.64 65.64
73298	10/17/2013	010826	ANOTHER GATE BY MIKE LLC E2603 PP # 1		E2603 PW FAC GATE OPER THRU Total :	10,273.21 10,273.21
73299	10/17/2013	008548	BLACK BOX NETWORK SERVICES SE2-050197		E2603 PO 3124 CABLING FOR 9420	6,128.72
			SE2-050198		E2603 PO 3125 NEW PHONE SYSTI	6,691.52
					Total :	12,820.24
73300	10/17/2013	010718	C & P FENCING E2603 RETAINAGE		E2603 RELEASE RETAINAGE Total :	500.00 500.00
73301	10/17/2013	003948	COMCAST CORPORATION 26901278		ETHERNET DEDICATED INTERNET Total :	800.00 800.00
73302	10/17/2013	003948	COMCAST CORPORATION 8498 35 011 2205662		SERVICE THRU 10/24/13 Total :	514.94 514.94
73303	10/17/2013	003948	COMCAST CORPORATION 8498 35 011 1601606		FINAL BILLING Total :	76.04 76.04
73304	10/17/2013	010702	COMMUNITY ATTRIBUTES INC 980		JBLM SURVEY SERVICES THRU 09 Total :	1,630.00 1,630.00
73305	10/17/2013	008203	CONTECH STORMWATER SOLUTIONS INV000008760		REFURBISHED CARTRIDGES	7,182.28
			INV000009034		REFURBISHED CARTRIDGES Total :	3,697.74 10,880.02
73306	10/17/2013	000127	DANDE CO MA092613-5		PRINTED PLATES W/ FRAMES FOR Total :	17.43 17.43
73307	10/17/2013	004745	DEANGELO BROTHERS INC 1200796		NOXIOUS WEED CONTROL Total :	824.00 824.00
73308	10/17/2013	000140	DEPT OF REVENUE-LEASEHOLD 3RD QTR LEASEHOLD		3RD QTR, 2013 LEASEHOLD EXCIS	513.60

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73308	10/17/2013	000140 DEPT OF REVENUE-LEASEHOLD	(Continued)			513.60
73309	10/17/2013	010648 DIAMOND MARKETING SOLUTIONS	76479		PROCESS 09/13 SEWER MAILING	5.02
			77245		DAILY MAIL 09/16/13 - 09/30/13	95.19
					<b>Total :</b>	<b>100.21</b>
73310	10/17/2013	009472 DISH NETWORK LLC	8255 7070 8168 1616		POLICE SERVICE THRU 11.15.13	111.64
					<b>Total :</b>	<b>111.64</b>
73311	10/17/2013	004733 DKS ASSOCIATES	53046		E1168 TRAF SGL UPGRD PH4 THRU	11,243.51
					<b>Total :</b>	<b>11,243.51</b>
73312	10/17/2013	000166 FEDERAL EXPRESS	2-422-99199 2-430-41076		SHIPPING & HANDLING CHARGES	220.91
					SHIPPING & HANDLING CHARGES	68.28
					<b>Total :</b>	<b>289.19</b>
73313	10/17/2013	010137 FIRST BANKCARD (3517)	3517 CHAMBE 07/29/13 3517/CHAMBE 07/29/13 3517/CHAMBE 09/27/13		PURCHASES	60.00
					CREDIT	-209.83
					PURCHASES	947.30
					<b>Total :</b>	<b>797.47</b>
73314	10/17/2013	007509 FRANCISCAN OCCUPATIONAL HEALTH	263		EMPLOYEE RESPIRATOR REVIEW	450.00
					<b>Total :</b>	<b>450.00</b>
73315	10/17/2013	002662 GENE'S TOWING INC	410706		TOWING SERVICE ON 9.1.13	76.58
					<b>Total :</b>	<b>76.58</b>
73316	10/17/2013	010827 HOLLMAN, RURIKO	V3/3EXP10/13		FARMERS MARKET VENDOR 20% I	30.00
					<b>Total :</b>	<b>30.00</b>
73317	10/17/2013	009728 HSA BANK	2224670		09/13 MONTHLY ACCOUNTS FEES	54.00
					<b>Total :</b>	<b>54.00</b>
73318	10/17/2013	007435 INTEGRA TELECOM HOLDINGS INC	11362981		PHONE SERVICE THRU 11/07/13	1,059.37
					<b>Total :</b>	<b>1,059.37</b>
73319	10/17/2013	010515 JM & M ENTERPRISES	10/05/13		BI-ANNUAL GENERAL MAINTENAN	2,105.95

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : csb						
73319	10/17/2013	010515 JM & M ENTERPRISES	(Continued)			
73320	10/17/2013	007626 KENYON DISEND PLLC	18087		GENERAL CITY ATTORNEY SERVIC	2,105.95
					<b>Total :</b>	<b>3,432.50</b>
73321	10/17/2013	008202 KPG INC	84013		E1183 STEIL BLVD SAFETY IMPROV	4,911.50
					<b>Total :</b>	<b>4,911.50</b>
73322	10/17/2013	009964 LAKESIDE INDUSTRIES INC	3247429MB		EZ ST 50# BAGS	2,217.38
					<b>Total :</b>	<b>2,217.38</b>
73323	10/17/2013	000294 LAKEWOOD REFUSE SERVICE	4350034		MHR-119 PALMORE DUMPSTER	634.28
					<b>Total :</b>	<b>634.28</b>
73324	10/17/2013	000300 LAKEWOOD WATER DISTRICT	10084-75741/PARK		KIWANIS PARK SERVICE THRU 9.2	32.34
			10152-75741/PARKS		KIWANIS PARK SERVICE THRU 9.2	22.93
			11535-75741/PARKS		8714 87TH AVE SERVICE THRU 9.3	3,167.82
			26554-75741/PARKS		STEILACOOM PARK SERVICE THRU	81.87
			26978-75741/PARKS		8714 87TH S/S BALL FIELD SERVIC	4,389.08
					<b>Total :</b>	<b>7,694.04</b>
73325	10/17/2013	004509 LANDAU ASSOCIATES INC	31989		E1137 GEOTECHNICAL SVCS THRU	5,038.12
					<b>Total :</b>	<b>5,038.12</b>
73326	10/17/2013	010712 LINDQUIST DENTAL CLINIC	20130409		JULY-SEPT, 2013 DENTAL	4,521.07
					<b>Total :</b>	<b>4,521.07</b>
73327	10/17/2013	010720 LIONS PROJECT NEW HOPE NW	V2/1EXP05/13		FT STEILACOOM EVENT REFUND	190.00
					<b>Total :</b>	<b>190.00</b>
73328	10/17/2013	004073 MACDONALD-MILLER FACILITY SOL	SVC047780		POLICE DEPT RTU 400 AMP TRIPP	3,370.19
					<b>Total :</b>	<b>3,370.19</b>
73329	10/17/2013	000333 MICROFLEX INC	21518		TAX AUDIT PROGRAM	215.74
					<b>Total :</b>	<b>215.74</b>
73330	10/17/2013	002474 NATIONAL BARRICADE CO LLC	516374		RENT BARRICADES	806.83

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : csb						
73330	10/17/2013	002474	002474 NATIONAL BARRICADE CO LLC			
			(Continued)			
73331	10/17/2013	000360	NEWS TRIBUNE		ADVERTISING	73.03
					ADVERTISING	231.17
					ADVERTISING	138.41
					ADVERTISING	257.97
					ADVERTISING	337.31
					ADVERTISING	200.65
					ADVERTISING	133.05
					<b>Total :</b>	<b>1,371.59</b>
73332	10/17/2013	010743	NISQUALLY POLICE DEPT		APRIL, 2013 PRISONER MEDICAL S	799.27
					JUNE, 2013 PRISONER MEDICAL SI	363.76
					AUGUST, 2013 PRISONER MEDICA	4,715.42
					CREDIT FOR INCARCERATION SEF	-694.97
					<b>Total :</b>	<b>5,183.48</b>
73333	10/17/2013	000376	OFFICE DEPOT		SUPPLIES	177.72
					SUPPLIES FOR EMERGENCY KITS	3.28
					WELLNESS SUPPLIES	13.06
					CREDIT FROM INVOICE 161825166	-21.88
					<b>Total :</b>	<b>172.18</b>
73334	10/17/2013	010633	P & C ROOFING INC		MHR-121 RANSOM	7,767.40
					MHR-121 RANSOM	689.22
					<b>Total :</b>	<b>8,456.62</b>
73335	10/17/2013	000420	PIERCE TRANSIT		E9802 09/13 LKWD STATION SECUI	9,140.08
					<b>Total :</b>	<b>9,140.08</b>
73336	10/17/2013	000420	PIERCE TRANSIT		NOVEMBER, 2013 WATPA RENT/UT	500.00
					<b>Total :</b>	<b>500.00</b>
73337	10/17/2013	010429	PMAM CORPORATION		SEPTEMBER, 2013 ALARM/PROCE:	3,389.15
					<b>Total :</b>	<b>3,389.15</b>
73338	10/17/2013	010204	PROTECT YOUTH SPORTS		09/13 NATIONAL COMBO SEARCHE	27.00



Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73349	10/17/2013	002509 VERIZON WIRELESS	(Continued)			50.56
73350	10/17/2013	004622 WAPATO POLICE DEPARTMENT	09-JC13 P5-JC13		SEPTEMBER, 2013 JAIL SERVICE SEPTEMBER, 2013 PRISONER MEI	19,260.00 306.91
					<b>Total :</b>	<b>19,566.91</b>
73351	10/17/2013	000598 WATER MANAGEMENT LABORATORIES	124919 125082		WATER SAMPLING WATER SAMPLING	315.00 1,475.00
					<b>Total :</b>	<b>1,790.00</b>
73352	10/17/2013	004697 WHISTLE WORKWEAR OF TACOMA	57758		WORK BOOTS	177.99
					<b>Total :</b>	<b>177.99</b>
73353	10/17/2013	001882 YWCA PIERCE COUNTY	JULY-SEPT, 2013 JULY-SEPT, 2013		JULY-SEPTEMBER, 2013 DV SHELT JULY - SEPTEMBER, 2013 LEGAL S	875.50 2,084.31
					<b>Total :</b>	<b>2,959.81</b>
<b>133 Vouchers for bank code : csb</b>						<b>Bank total : 1,232,505.37</b>
<b>133 Vouchers in this report</b>						<b>Total vouchers : 1,232,505.37</b>

Voucher List  
CITY OF LAKEWOOD

vchlist  
10/23/2013 11:23:46AM

Bank code: csb  
Voucher: \_\_\_\_\_ Date: \_\_\_\_\_ Vendor: \_\_\_\_\_ Invoice: \_\_\_\_\_ PO #: \_\_\_\_\_ Description/Account: \_\_\_\_\_ Amount: \_\_\_\_\_

CLAIMS VOUCHER APPROVAL

I HEREBY CERTIFY THAT THE GOODS AND OR SERVICES CHARGED ON THE VOUCHERS LISTED BELOW HAVE BEEN FURNISHED TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THE CLAIMS BELOW TO BE VALID AND CORRECT.

[Signature]  
FINANCE MANAGER

[Signature]  
ASSISTANT CITY MANAGER

[Signature]  
CITY MANAGER  
10-30-2013

CHECK RUN DATE: October 23, 2013  
IN THE AMOUNT OF \$ 183,549.95

EFT NO: 73354 THROUGH NO: 73386

CLAIM VOUCHER NO: 73387 THROUGH NO: 93405

Including Wires: 12112352

WITH VOIDED CHECK(S) NO: N/A

Voucher List  
CITY OF LAKEWOOD

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73354	10/23/2013	001685 AMAYA ELECTRIC CORP	8632-1R		W0061 STRAIN POLE REPLACEMENT	3,740.00
					<b>Total :</b>	<b>3,740.00</b>
73355	10/23/2013	007445 ASSOCIATED PETROLEUM PRODUCTS	0484216-IN		POLICE FLEET FUEL	13,156.85
					<b>Total :</b>	<b>13,156.85</b>
73356	10/23/2013	009800 BAADE, ARMINDA BENITEZ	AUGUST, 2013 SEPT, 2013		AUGUST, 2013 INTERPRETER SER SEPTEMBER, 2013 INTERPRETER :	600.00 900.00
					<b>Total :</b>	<b>1,500.00</b>
73357	10/23/2013	000066 BRATWEAR GROUP LLC	9884 9963		PO 4348 FARRAR/DANLEY BODY AI PO 4423 BORCHARDT JUMPSUIT	1,750.40 495.58
					<b>Total :</b>	<b>2,245.98</b>
73358	10/23/2013	005038 CARROLL, JEFF	V4/2EXP10/13		FUSION TRAINING SUPPLIES REIM	157.47
					<b>Total :</b>	<b>157.47</b>
73359	10/23/2013	008544 CASCADE ENGINEERING SERVICES	ML-13093006691		CALIBRATION TESTIMONY	237.50
					<b>Total :</b>	<b>237.50</b>
73360	10/23/2013	010154 CASELOADPRO, L.P.	13-984		MONTHLY SUBSCRIPTION FEE	100.00
					<b>Total :</b>	<b>100.00</b>
73361	10/23/2013	008772 CATLETT, JASON	V4/6EXP10/13		V10/05/13 AIRFARE/LODGING/PER	1,519.58
					<b>Total :</b>	<b>1,519.58</b>
73362	10/23/2013	010262 CENTURYLINK	206-T02-7702 584B		PARKS SERVICE THRU 11.16.13	277.96
					<b>Total :</b>	<b>277.96</b>
73363	10/23/2013	003883 CHUCKALS INC	754671-0		SUPPLIES	61.47
					<b>Total :</b>	<b>61.47</b>
73364	10/23/2013	000536 CITY TREASURER/CITY OF TACOMA	90520089		4TH QTR, 2013 SAFETY RADIO NET	20,325.00
					<b>Total :</b>	<b>20,325.00</b>
73365	10/23/2013	000099 CLOVER PARK SCHOOL DISTRICT	18893		3RD QTR, 2013 LAKEWOOD EARLY	5,199.76

Bank code :	csb										
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount					
73365	10/23/2013	000099 CLOVER PARK SCHOOL DISTRICT	(Continued)				Total :				5,199.76
73366	10/23/2013	003950 EMERGENCY FOOD NETWORK OF	3RD QTR		3RD QUARTER, 2013 FOOD DISTRI	5,000.00	Total :				5,000.00
73367	10/23/2013	008185 FOOD CONNECTION	20133		3RD QTR, 2013 SPRINGBROOK MO	5,000.00	Total :				5,000.00
73368	10/23/2013	000175 FORMSOURCE INC	844406		COURT BUSINESS CARDS	106.17	Total :				106.17
73369	10/23/2013	003083 GUMM, JEFF	11227		FERRY/PARKING FOR HUD TRAINIII	18.70	Total :				18.70
73370	10/23/2013	008301 IN TIME RENOVATIONS LLC	1854		LHR-091/MAZER REPAIRS	15,677.70	Total :				15,677.70
73371	10/23/2013	009341 K & K PAINTING & REMODELING	201317		CHANGE ORDER 1/SPROGE	1,680.38	Total :				1,680.38
73372	10/23/2013	002390 LAKEWOOD AREA SHELTER ASSOC	SEPT 2013-6 SEPT 2013-7		JULY-SEPT, 2013 HOUSING FOR HI JULY-SEPT, 2013 EMERGENCY OU	3,750.00 2,124.00	Total :				5,874.00
73373	10/23/2013	000259 LANDSKOV, FAYE	V4/1EXP10/13		MILEAGE REIMBURSEMENT	15.36	Total :				15.36
73374	10/23/2013	003008 LARSEN SIGN CO	16050		DECALS	350.08	Total :				350.08
73375	10/23/2013	009130 MATVIYCHUK, IRENE	OCTOBER, 2013		OCT 14, 2013 INTERPRETER SERV	364.00	Total :				364.00
73376	10/23/2013	000407 PIERCE COUNTY	AR151361		9/12/13 SR CENTER STAFFING FEE	45.00	Total :				45.00
73377	10/23/2013	000428 PIERCE COUNTY SEWER	00162489/PARKS 01032275/PARKS		AMERICAN LAKE PARK SERVICE T PINE STREET SERVICE THRU 9.30.	57.99 26.19	Total :				84.18



Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : csb						
73388	10/23/2013	008691 BSM WIRELESS INC				
73389	10/23/2013	006117 CITY OF LAKEWOOD	10/23/13 PETTY CASH		10/23/13 REPLENISH JURORWITNI	133.36
					Total :	628.25
73390	10/23/2013	005022 CITY OF PUYALLUP	AR109746		SEPT, 2013 JAIL SERVICE	130.00
73391	10/23/2013	009527 COMDATA NETWORK INC	20193474		Total :	130.00
73392	10/23/2013	010648 DIAMOND MARKETING SOLUTIONS	10/13 POSTAGE 77720		FLEET FUEL SERVICE THRU 9.30.1	1,788.05
					Total :	1,788.05
73393	10/23/2013	010581 GINA M DUNCAN LAW OFFICE	LKWD0012		POSTAGE FOR CD POSTCARD MAIL PROCESS CD POSTCARD MAILING	5,000.00
73394	10/23/2013	007435 INTEGRA TELECOM HOLDINGS INC	11356070		Total :	135.54
73395	10/23/2013	000286 LAKEWOOD POLICE GENERAL INVEST	10/23/13 REPLENISH		10/17/13 WOLDU HEARING	150.00
73396	10/23/2013	000292 LAKEWOOD POLICE SPECIAL INVEST	10/23/13 REPLENISH		Total :	150.00
73397	10/23/2013	000300 LAKEWOOD WATER DISTRICT	14449-75741/PARKS 14451-75741/PARKS 15996-75741/PARKS 19131-75741/PARKS		POLICE SERVICE THRU 11.7.13	55.99
					Total :	55.99
73398	10/23/2013	010832 NETMOTION WIRELESS INC	10018936		REPLENISH INVESTIGATIONS FUN	1,598.00
73399	10/23/2013	002509 VERIZON WIRELESS	9712305868/POL 9712315805		Total :	1,598.00
					REPLENISH NARCOTICS FUND	6,379.00
					Total :	6,379.00
					AMERICAN LAKE PARK SERVICE TI	38.65
					AMERICAN LAKE S/S SERVICE THF	355.57
					HARRY TODD PARK SERVICE THRI	811.74
					ACTIVE PARK SERVICE THRU 10.1	401.99
					Total :	1,607.95
					PO 4400 NM PREMIUM MAINTENAN	7,664.84
					Total :	7,664.84
					POLICE SERVICE THRU 9.26.13	40.02
					POLICE AIRCARD SERVICE THRU 9	8,314.92

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : csb						
73399	10/23/2013	002509 VERIZON WIRELESS	(Continued) 9712362180/POL		POLICE SERVICE THRU 9.28.13	334.18
					<b>Total :</b>	<b>8,689.12</b>
73400	10/23/2013	010830 WASHINGTON STATE UNIVERSITY	4203855		ANIMAL DISEASE DIAGNOSTIC SEF	49.90
					<b>Total :</b>	<b>49.90</b>
73401	10/23/2013	008826 WASHINGTON WOMEN'S EMPLOYMENT 3RD QTR, 2013			3RD QTR, 2013 REACH PLUS	1,875.00
					<b>Total :</b>	<b>1,875.00</b>
73402	10/23/2013	010834 WEED, FAY	V4/8EXP10/13		ZUMBA INSTRUCTOR PAYMENT	102.00
					<b>Total :</b>	<b>102.00</b>
73403	10/23/2013	005695 WEST COAST SIGNS	9/27/13		BRUSHED ALUMINIUM LETTERS	729.69
					<b>Total :</b>	<b>729.69</b>
73404	10/23/2013	010831 WORLD LANGUAGE SERVICES LLC	IN13-19384		10/8/13 INTERPRETER SERVICE	226.00
					<b>Total :</b>	<b>226.00</b>
73405	10/23/2013	008553 ZONES INC	S33959150101		PO 4399 SMT 3000 RM 2U 3KVA UP	1,367.46
					<b>Total :</b>	<b>1,367.46</b>
12112352	10/22/2013	000592 DEPARTMENT OF REVENUE	12112352		09/13 COMBINED EXCISE TAX RETI	2,249.48
					<b>Total :</b>	<b>2,249.48</b>
<b>53 Vouchers for bank code : csb</b>						<b>183,549.95</b>
<b>53 Vouchers in this report</b>						<b>183,549.95</b>

Voucher List  
CITY OF LAKEWOOD

Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
csb						

CLAIMS VOUCHER APPROVAL

I HEREBY CERTIFY THAT THE GOODS AND OR SERVICES CHARGED ON THE VOUCHERS LISTED BELOW HAVE BEEN FURNISHED TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THE CLAIMS BELOW TO BE VALID AND CORRECT.

  
 \_\_\_\_\_  
 FINANCE MANAGER

  
 \_\_\_\_\_  
 ASSISTANT CITY MANAGER

  
 \_\_\_\_\_  
 CITY MANAGER

CHECK RUN DATE: 10/28/13

IN THE AMOUNT OF \$ 800,000

EFT NO: n/a THROUGH NO: n/a

CLAIM VOUCHER NO: 73406 THROUGH NO: /

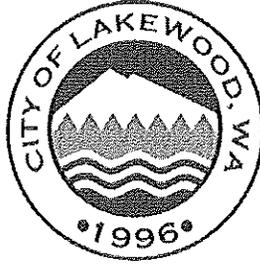
Including Wires: n/a

WITH VOIDED CHECK(S) NO: n/a

Voucher List  
CITY OF LAKEWOOD

vchlist  
10/28/2013 8:06:15AM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73406	10/28/2013	009735 COST MANAGEMENT SERVICES INC	10/25/13		JUDGMENT 09-2-10518-4	800,000.00
Total :						800,000.00
1 Vouchers for bank code : csb						800,000.00
1 Vouchers in this report						800,000.00



## **PUBLIC SAFETY ADVISORY COMMITTEE**

Regular Meeting Minutes  
Wednesday, July 3, 2013  
Lakewood Police Department  
9401 Lakewood Drive SW  
Lakewood, WA 98499

### CALL TO ORDER

The Meeting was called to order at 5:15 p.m.

### ROLL CALL

Public Safety Advisory Committee Members present: Renee Hanna, Sheri Badger, Julio Perez-Tanahashi, Bryan Thomas, Aaron Young and Ray Dotson

Public Safety Advisory Committee Members excused: Lonnie Lai, Sam Ross and Alan Hart

Public Safety Advisory Committee Members absent: none

City Councilmember Present: Marie Barth

Fire Department Staff Present: Chief Jim Sharp

Staff Present: Chief Bret Farrar, Lieutenant Jeff Alwine and Committee Staff Support Joanna Nichols, Administrative Assistant

### APPROVAL OF MINUTES

Renee Hanna motioned to approve the May meeting minutes. All ayes; minutes were approved.

### PUBLIC COMMENT

Linsey Singleton from Tacoma-Pierce County Health Department Maternal Child Outreach Team stated she had just been told that her program would be going away soon, due to funding cuts as the budget was being decided and finalized.

## GUEST SPEAKER

### **Handout- Animal Control Dog Park Statistics**

Animal Control Officer Bill Mathies came and presented some information and numbers regarding the Dog Park at Fort Steilacoom Park. Leash laws and dangerous dogs were discussed. Question and answer session followed.

## CITY COUNCIL LIAISON COMMENTS

City Councilmember Marie Barth had to leave before we got to her comments.

## FIRE CHIEF COMMENTS

### **Handout-August 6<sup>th</sup> Levy and West Pierce Fire and Rescue Info Sheet**

Fire Chief Jim Sharp gave a presentation on programs currently provided by WPFR and how the levy would affect their programs, stating they would be providing the same information to the City Council next week. Question and answer session followed.

## POLICE CHIEF COMMENTS

### **Handout-Crime and Incident Report (May 2013)**

Lieutenant Jeff Alwine asked if there were any questions regarding the Crime Report. There were none. Discussion ensued briefly over recent Snohomish case.

## NEW BUSINESS

There was no new business.

## UNFINISHED BUSINESS

Bryan Thomas gave the results of the informal poll regarding change of meeting date/time for PSAC. Results were that we would be keeping our same meeting day and time (Wednesday at 5:15 p.m.)

Bryan Thomas had to leave at 6:05; he turned the meeting over to Sheri Badger.

Ray Dotson discussed the clothing/jacket idea, stating he had received the go-ahead from the City and had even gotten a logo from them, but there was now some confusion regarding whether this was an approved use of the logo. Sheri Badger threw out the idea of a safety vest which would stay with the committee when each member left, rather than being kept by the members. Sheri proposed a motion for Ray to come up with some prototypes to send to Joanna Nichols via email and for members to respond on their preferences via email. Renee Hanna motioned to expedite the process via email from Ray through Joanna, Ray seconded the motion and all ayes; Ray will email Joanna with the options.

It was agreed we would postpone Diversity in Recruiting until next month.

REPORTS FROM BOARD MEMBERS & STAFF

Sheri Badger asked about SummerFest. Joanna Nichols will email Lieutenant Steve Mauer's contact info and hours of SummerFest so that anyone interested in attending/helping out can let him know and coordinate with him their arrival/where they would be stationed.

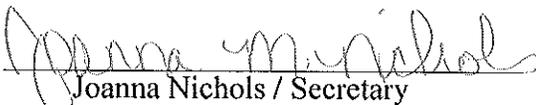
ADJOURNMENT

Julio Perez-Tanahashi motioned to adjourn the meeting. All ayes; meeting adjourned at 6:25 p.m.

Public Safety Advisory Committee

Attest:

  
Bryan Thomas, Chair

  
Joanna Nichols / Secretary



## **PUBLIC SAFETY ADVISORY COMMITTEE**

Regular Meeting Minutes  
Wednesday, September 4, 2013  
Lakewood Police Department  
9401 Lakewood Drive SW  
Lakewood, WA 98499

### CALL TO ORDER

The Meeting was called to order at 5:13 p.m.

### ROLL CALL

Public Safety Advisory Committee Members present: Sheri Badger, Julio Perez-Tanahashi, Bryan Thomas, Aaron Young, Lonnie Lai, Alan Hart and Ray Dotson

Public Safety Advisory Committee Members excused: Renee Hanna and Sam Ross

Public Safety Advisory Committee Members absent: none

City Councilmember Present: Marie Barth

Fire Department Staff Present: Colleen Adler

Staff Present: Assistant Chief Mike Zaro and Committee Staff Support Joanna Nichols, Administrative Assistant

### APPROVAL OF MINUTES

Aaron Young motioned to approve the July meeting minutes. All ayes; minutes were approved.

## PUBLIC COMMENT

Linsey Singleton from Tacoma-Pierce County Health Department Maternal Child Outreach Team stated she and her program would be around until December for sure. Beyond that nothing was sure or known at this time.

## CITY COUNCIL LIAISON COMMENTS

Councilmember Marie Barth stated that the new City Manager, John Caulfield had officially started on Tuesday.

Councilmember Marie Barth stated that the Farmers Market would be coming to a close in the next couple of weeks (September 17<sup>th</sup> would be the last day.)

Councilmember Marie Barth stated that they had received notice that there would be some extensive roadwork being conducted on I-5 between Madigan and Logistics Center Gates beginning Saturday and some of it would continue on into December.

Bryan Thomas asked about the Stryker Brigade Welcome Home Parade on September 15<sup>th</sup>. Councilmember Marie Barth stated it would start at 9 a.m. and we need help spreading the word. They are hoping to have people lining the streets to welcome these soldiers and heroes home to our area once again.

## FIRE CHIEF COMMENTS

### **Handout-9/11 Reflection Park Ceremony and Gig Harbor COAD flyer**

Colleen Adler discussed the 9/11 Reflection Park Statue Ceremony they will be holding next week, passing out flyers for everyone. Colleen also mentioned that they are holding testing for dispatchers this month.

Colleen Adler showed a video regarding COAD's. Discussion ensued following the video and Colleen handed out a COAD flyer from Gig Harbor as an example. It was decided to invite Lieutenant Steve Mauer to the October PSAC Meeting. Alan Hart motioned to table further discussion on the COAD idea until next month. Julio seconded the motion and all ayes. Joanna Nichols will ask Lieutenant Mauer to attend next month's meeting to discuss the issue further.

## POLICE CHIEF COMMENTS

### **Handout-Crime and Incident Report (June and July 2013)**

Assistant Chief Mike Zaro went over the June and July statistics. Alan Hart asked if the committee could see numbers of traffic stops at the next meeting. Assistant Chief Zaro stated he would ask Doug Strand for those numbers.

Assistant Chief Mike Zaro discussed the high rise in mental health issues calls the department has been dealing with lately, stating they are looking at a new type of partnership with Greater

Lakes Mental Health and the possibility of having a mental health professional respond to these calls with officers in order to accurately and immediately get them the assistance they need. Assistant Chief Zaro stated they were hoping to go to City Council to discuss a possible reallocation of Human Services funds to help with this approach; Tacoma Police Department has been doing something very similar for a while now and San Diego has been doing something similar for roughly 20 years now. Discussion ensued. Assistant Chief Zaro stressed that this idea was still in its infancy and there was still a lot to figure out before presenting it to Council; Bryan Thomas also stated there had only been two meetings so far regarding this idea, which he had been invited to participate in, so it was still early in the process.

#### NEW BUSINESS

Bryan Thomas mentioned the fireworks and wake boating emails (included in packets) stating he was unsure what could be done about either issue. Discussion ensued. It was agreed that PSAC Members would spread the word about the rules/distribute the flyers regarding fireworks provided by the LPD and encourage their neighbors/friends to call 911 if someone was breaking said rules. If the PD doesn't get the calls, they can't respond/help and it doesn't get documented as a problem. For the wake boats Sheri Badger motioned that PSAC take the concern under advisement. Motion passed unanimously.

#### UNFINISHED BUSINESS

Ray Dotson discussed the clothing/jacket idea, passing around examples of the items in the form of a baseball cap, jacket and polo shirt. Discussion ensued. It was stated that members would be the ones responsible for paying for any items they decided upon. It was agreed that the committee should vote on the logo. Julio Perez-Tanahashi motioned to accept the logo Ray had presented. Motion passed. Ray will email price list to Joanna Nichols for dissemination to PSAC members if Assistant Chief Mike Zaro gets the go-ahead from City Manager/City Council for them to use the approved logo on, and purchase, clothing. Ray will also be the go-person for any member wishing to place an order once said approval is received.

It was agreed PSAC would table Diversity in Recruiting for now. Bryan Thomas asked Joanna Nichols to confirm that she had sent out requested materials regarding Department Recruiting guidelines. Joanna stated she would.

#### REPORTS FROM BOARD MEMBERS & STAFF

Bryan Thomas stated that during his tour of National Night Out events, he repeatedly heard the question "Where is PSAC?" It was often followed up by "No one is coming to our Neighborhood Association Meetings anymore." Bryan asked members to renew their efforts to attend the meetings they signed up for and went over the Association list again. LAAPAC has been disbanded so Joanna Nichols will remove them from the list. Julio Perez-Tanahashi stated he will attend the Lake City meeting. Bryan will attend the Tillicum meeting; he again asked everyone to try to make their meetings this month.

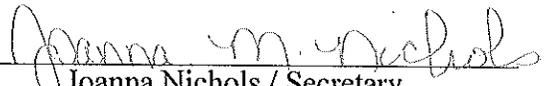
ADJOURNMENT

Aaron Young motioned to adjourn the meeting. All ayes; meeting adjourned at 6:47 p.m.

Public Safety Advisory Committee

Attest:

  
\_\_\_\_\_  
Bryan Thomas, Chair

  
\_\_\_\_\_  
Joanna Nichols / Secretary



**LAKWOOD PARKS AND RECREATION ADVISORY BOARD  
REGULAR MEETING MINUTES  
TUESDAY, SEPTEMBER 24, 2013 – 5:30 PM TO 7:00 PM  
City Hall Conference Room 1D  
6000 Main Street SW  
Lakewood, WA 98499**

**CALL TO ORDER**

Chairman Jason Gerwen called the meeting to order at 5:30 pm

**ROLL CALL/ATTENDANCE**

**Parks and Recreation Advisory Board Members Present:** Vito Iacobazzi; Jason Gerwen; Jim Montgomerie, Tanja Scott; Sylvia Allen

**Parks and Recreation Advisory Board Members Absent:** Jim Charboneau; Alan Billingsley

**City Council Liaison:** Don Anderson

**Staff Present:** Mary Dodsworth, director; Suzi Riley, administrative assistant

**Guests:** Chris Guppy – representing Protect Our Pets/Mentor Eagle Project  
Emmalu Lyles – representing Fort Steilacoom Historical Society  
Warren Bell / Mrs. Bell (mother) – Eagle Scout Candidate

**APPROVAL OF MINUTES:** On a motion by Tanja Scott and a second by Vito Iacobazzi, the minutes of the May 28, 2013, meeting were approved as presented. (No Parks and Recreation Advisory Board meetings were held in June, July or August, so this was the first opportunity to approve the May, 2013, meeting minutes.

**PUBLIC COMMENT:**

Ms. Lu Lyles shared information about an event at historic Fort Steilacoom to occur September 28, 2013, from 10:00 am to 4:00 pm. The event featuring reenactors is free, but donations will be accepted. Members were encouraged to attend to see history come to life.

Warren Bell, an Eagle Scout candidate, presented his proposed Eagle Scout project to the Board members as required for all Eagle and Gold Award candidates. The presentation allows Board members to offer suggestions, ask for clarification or request follow up in areas of concern.

Candidate Bell's project is to construct a sidewalk within the Fort Steilacoom Park Dog Park to ADA standards so the sidewalk will allow all dog park guests,

especially those impacted by disabilities, to have easier access to areas within the facility.

Troop members of troop #148 and additional scouts will help dig out and form up the area. Mr. Guppy has helped with the planning and layout of the sidewalk. Scott Williams, parks manager, has also assisted the candidate with measurements and information on ADA requirements. He will fence off the dog park area during the project construction for safety and to prevent access and lessen opportunities for vandalism.

Scout Bell shared with Board members that his grandfather had trouble moving on the existing gravel pathway in the dog park, and that is why this Eagle Scout project was developed.

Scout Bell provided a timeline for the project and Mrs. Dodsworth requested that scouts stay beyond the scheduled stop time on the concrete pour day in order to ensure that the concrete has the greatest chance to harden without 'hands or feet or paws' getting into it.

Mr. Iacobazzi asked that candidate Bell check the measurements under ADA regulations for the exact turn around radius and passing space required. The length is less than 200 feet, so no kick-outs are required, and Warren reported he had worked with our staff to determine the required width. He will follow up on the measurements for further verification.

Signs are to be made noting the upcoming closure of a major portion of the dog park for this construction project – and, also, thank you signs made for the project's sponsors. The candidate will make the signs, and staff will laminate them to protect them from the weather.

Mrs. Allen moved and Mr. Iacobazzi seconded a motion to accept the Eagle Scout dog park sidewalk project. The motion passed.

**LEGACY PLAN:** The Legacy Plan project began in July, 2010, and we have had to take breaks from our work on it during the past few years in order to further develop the Farmers Market, expand the SummerFEST Triathlon event, and work with the military in honoring the 4-2 Stryker Brigade with a parade and festival. The Legacy Plan is being revisited with a goal of reaching completion by the end of the year.

This project has allowed us to develop a vision statement, mission statement, ten goals and 120 strategies to meet the goals. Questions regarding a strategy for success in meeting City Council priorities have always been at the forefront throughout the process.

Other priorities were discussed. Mr. Iacobazzi asked that the Legacy Plan priorities be e-mailed to Board members so they could devote more time to the evaluation of the priorities. Mrs. Dodsworth will e-mail that information.

**LEGACY SURVEY:** A joint Parks/Recreation and Streets Survey was sent to a random sampling of Lakewood citizens on Friday, September 20. Additionally, the survey was on-line and has generated a significant number of on-line responses and returned mail responses. It is anticipated that the answers and comments will be reviewed and tallied and a summary issued to the Board by mid-October and to the City Council by the end of October.

Mrs. Dodsworth hoped that the survey will help the Board come up with a six-year CIP program. This is the final piece of the Legacy Plan.

**WOODBROOK RENEWAL:** Board members asked for an update on what is occurring in the Woodbrook area of Lakewood. Mrs. Dodsworth explained that the sewer installation had opened this area up for urban renewal and it was now prime industrial property. She will ask that the City's Economic Director, Ellie Chambers-Grady provide the Board with an update of plans and projects there.

**PARK CODE – SUBCOMMITTEE REVISIONS – UPDATE:** Mr. Iacobazzi, Mr. Gerwen, Ms. Scott, and staff members Scott Williams and Suzi Riley are reviewing the Park Code at this time and suggesting changes in specific text and information. A second meeting is scheduled Wednesday, October 2, 2013. It is anticipated their work can be completed by the end of the year.

**DIRECTOR'S REPORT:** Mrs. Dodsworth shared her monthly report which included:

**Capital Projects Updates:** No capital funds are budgeted, but the City was able to expand the community garden program at the Springbrook park site, install a new piece of play equipment, and build a soccer field to replace the little used baseball field originally installed in 2000. Funding to demolish the house on the expanded land is not yet available.

**Farmers Market, 2013:** The market ran for 16 weeks instead of 12 weeks as in 2012. Participation in guest numbers more than doubled. The area of the market was expanded onto Main Street and this provided more shopping space for customers and vendors. St. Clare Hospital served as a major sponsor of the market and the Washington State Employees Credit Union and Waste Connections also helped in supporting the market and enabling its success.

**Raiders Return Welcome Home Event:** A joint city and military event on September 15, 2013, allowed Lakewood residents to express their appreciation for the service of the 4-2 Stryker Brigade in Afghanistan. Over 2000 soldiers along with military vehicles and an army band marched in a parade through town and later celebrated at Fort Steilacoom Park. The success of this event was

possible due to the strong support of the Association of the United States Army, City of Lakewood staff, other sponsors and individual volunteers.

**Parks Street Maintenance:** The street landscaping division of Public Works was supervised over the summer under the Parks Department and the condition of street islands and building landscaping improved due to best practices, supervision, additional resources, expertise and equipment. This change in supervision will be evaluated to determine if it will be an on-going arrangement.

**Safe Swimming Season:** A new partnership was created in the summer of 2013 to include the City of Lakewood, the YMCA, and West Pierce Fire District with the goal of providing basic water safety lessons and a life-jacket check out system at American Lake Park. Funded by the Safe Kids Coalition, the program was offered on Fridays from noon to 4:30 pm throughout the summer. No drownings were reported in our waterfront parks (American Lake and Harry Todd Parks), this summer.

**FEMA Training:** Mrs. Dodsworth attended Federal Emergency Management Act training at the national FEMA School in Maryland. Increased focus is being given to emergency sheltering and mass care at this time.

**SummerFEST Success:** The date of the 2013 event was changed from late June to mid-July in order to take advantage of an opportunity for better summer weather. Seventy-five public vendors and 20 food vendors participated, two stages featured entertainment, there was a car show, and 1000 youngsters played in the KIDZ Zone. The Princess Bride movie was featured as the movie in the park. The second annual SummerFEST triathlon event on Sunday had 130 athletes participating and all were complimentary of our facilities and support. St. Clare Hospital and other community sponsors ensured a successful event.

Mrs. Dodsworth indicated that the City would most likely return to a one day SummerFEST event in the future. It is prohibitively expensive for police, fire, entertainers, staff, volunteers, concessionaires etc., to devote two days to this event. The first day will be expanded to include the triathlon and will go all the way through to a night movie in the park. We still anticipate a multi-day sports tournament to be a part of the event.

**Waughop Lake Grant:** Greg Vigeron will be invited to a future PRAB meeting to discuss grant funding for Waughop Lake to allow for an environmental evaluation of what can be done to improve the water quality of this body of water and the impact of various options. No funds are available to do clean-up work.

**Wards Lake:** The city anticipates receiving \$225,000 in grant funding for the purchase of an additional four acres of property adjacent to Wards Lake Park. This property a house and a duplex which will remain rented at this time.

**Board Comments:**

Mr. Montgomerie served on the Conservation Futures Technical Advisory Board which reviewed grant requests. He also served on the selection panel charged with evaluating candidates interested in the Lakewood City Manager position. He was most complimentary of Mr. Caulfield and believes Lakewood will be well served.

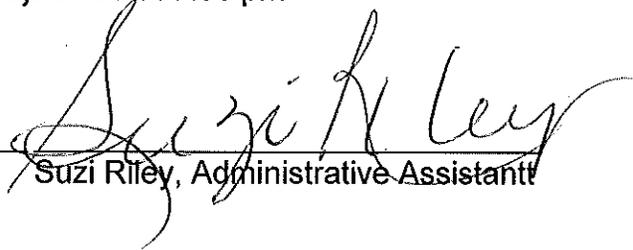
Mrs. Allen expressed concern about the possibility of an open space area in Oakbrook being developed into apartments.

**NEXT MEETING:** The PRAB will meet for its next regularly scheduled meeting on Tuesday, October 22, 2013, at 5:30 pm in room 1D of Lakewood City Hall. Ms. Scott indicated she would be unable to attend and will be excused.

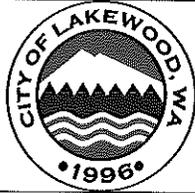
**ADJOURNMENT:** The meeting was adjourned at 7:00 pm



Jason Gerwen, Chair



Suzi Riley, Administrative Assistant



**Human Services Funding Advisory Board  
Regular Meeting Minutes  
Thursday, September 19, 2013  
6000 Main Street SW  
Lakewood, WA 98499**

### **CALL TO ORDER**

Ms. Green called the meeting to order at 4:05 p.m.

### **ATTENDANCE**

**Board Members Present:** Ms. Paula Renz, Ms. Mary Bohn, Ms. Mary Green, Mr. Paul Calta, Mr. Barry Hackett, Ms. Christine Turner, Ms. Susan Hart, and Ms. Amy Nelson.

**Absent:** Mr. Anthony Gomez

**City Council Liaison:** Mr. Mike Brandstetter

**Staff Members Present:** Ms. Karmel Shields and Ms. Arielle Carney

### **APPROVAL OF MINUTES**

Ms. Bohn moved to approve the minutes of the Human Services Funding Advisory Board from June 20, 2013. Ms. Hart seconded the motion. The minutes were approved unanimously.

### **PUBLIC COMMENTS**

The Advisory Board members introduced themselves to a visiting PLU nursing student who was observing the HSFAB for an assignment in her policy class.

### **NEW BUSINESS**

#### **Mid-year Contract Performance Review**

Ms. Shields presented her report on the mid-year contract review. She conducted site visits during the months of July and August. A chart listing the number of individual clients served and funding balances for all programs was presented. She highlighted the programs that are below on their output performance and the two programs (Caring for Kids and Rebuilding Together South Sound) whose 2013 funds are fully expended. She also noted items from her site visits, including agencies undergoing organizational change and the programs dealing with external social service system issues.

Mr. Calta observed that a majority of the programs underperforming are in the area of housing. Ms. Bohn expressed interest in including questions about board involvement and building organizational capacity in next year's application as indicators of organizational stability.

Mr. Brandstetter stated that the Council will want to understand the reasons for housing programs falling behind on their performance measures, and HSFAB recommendation for improving performance. He also stated that HSFAB input will also be important during the comprehensive plan review. The time for input will be between February and April of next year.

### **Meeting the New City Manager**

During the City Council study session it was suggested that the HSFAB would be well-served by taking the initiative to meet the new City Manager John Caulfield. It was suggested to invite Mr. Caulfield to a HSFAB meeting. It was also suggested that the HSFAB Chair Mary Green make an appointment with the City Manager to share the HSFAB's work program and to learn more about his past experiences with human services. Paul Calta, Chris Turner and Susan Hart expressed interest in attending this meeting.

### **Preparing Funding Recommendations for 2014**

Ms. Shields presented human services funding level comparisons for 2012 and 2013. Over the past two years, overall funding was reduced by \$21,000. More funding was allocated to Basic Needs programs. Funds in the Education area were reduced and Safety program funding was reduced by half. Health services funding remained the same.

Ms. Renz inquired as to what criteria will be use for preparing second year funding recommendations. Ms. Turner stated that it is important for us to demonstrate due diligence to ensure public funds are being used appropriately.

It was suggested that the criteria used in the mid-year contract review be summarized for all programs in the form of a check list. Ms. Hart also suggested that each program submit rationale for over-performance or under-performance on their contracted goals with their third quarter report, which is due in October. The agency would also be asked to describe the actions that will be taken to be more on target in 2014.

Ms Bohn suggested checking with other funders (United Way, City of Tacoma and Pierce County) to determine if there are common concerns related contract performance with the agencies we mutually support.

All these findings will be reviewed by the HSFAB before making funding recommendations to the Council.

### **UNFINISHED BUSINESS**

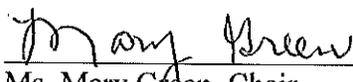
**NONE**

### **OTHER**

Advisory Board received copies of the comments made during the City Council presentation on June 24. On September 12, Ms. Green and Ms. Turner attended the CDBG public hearing. Nine community members made public comment at the hearing.

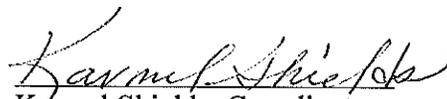
### **ADJOURNMENT**

There being no other business, Mr. Calta moved that the Board adjourn. Ms. Turner seconded the motion. The motion passed and Ms. Green adjourned the meeting at 5:40p.m.

  
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Ms. Mary Green, Chair

Date: 10/24/2013

  
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Karmel Shields, Coordinator



October 8, 2013

## NOTICE OF

### PUBLIC HEARING BY THE LAKEWOOD CITY COUNCIL ON THE 2014 PROPERTY TAX LEVY

Don Anderson  
Mayor

Jason Whalen  
Deputy Mayor

Mary Moss  
Councilmember

Michael D. Brandstetter  
Councilmember

Helen McGovern-Piant  
Councilmember

Marle Barth  
Councilmember

Paul Bocchi  
Councilmember

John J. Caulfield  
City Manager

Notice is hereby given that the Lakewood City Council will be holding a public hearing on the 2014 property tax levy at the Council meeting meeting of Monday, November 4, 2013. The meeting will be held in the City Council Chambers, City Council Chambers, Lakewood City Hall, 6000 Main Street SW, Lakewood, Washington, at approximately 7:00 p.m. or soon thereafter.

Any citizen may submit written comments or appear at the hearing and speak about the proposed 2014 property tax collection.

The Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requiring special accommodations should contact the City Clerk's Office, 589-2489, before noon on the day of the budget hearing.

Alice M. Bush, MMC  
City Clerk



To: Mayor and City Councilmembers

From: Tho Kraus, Assistant City Manager/Finance & Admin. Services

Through: John J. Caulfield, City Manager *John J. Caulfield*

Date: October 29, 2013

Subject: 2014 Property Tax Levy Ordinance

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**INTRODUCTION:**

Washington state law requires cities to hold a public hearing on possible increases in the property tax revenues to be held prior to the time the city levies the taxes. The hearing must be held in November in order to provide the County with the information by November 30. A public hearing has been scheduled for November 4 for this purpose. Adoption of the property tax levy ordinance is also scheduled for November 18.

Per state statute, the City is authorized to increase its property tax annually up the lesser of Implicit Price Deflator (IPD) or one percent (1%). The IPD in 2014 is 1.314% so the maximum the City may increase its property tax levy in 2014 is 1%.

Accordinging the Pierce County Assessor’s office, the City’s total assessed value in 2014 is estimated to be \$4,489,549,212, which represents a 1.55% increase from the City’s total assessed in 2013 of \$4,420,933,057.

The table below illustrates the impact of the 1% property tax increase to the average home owner assuming a 1.55% increase in assessed valuation. The assessed valuation of the average home in 2013 of \$192,108 is increases by 1.55% to \$195,086. Applying the 1% increase property tax levy rate of \$1.4177 results in an additional \$0.74 property tax paid to the City.

	2013	2014	Difference
AV Average Home	\$192,108	\$195,086	\$2,978
City Levy Rate	\$1.4358	\$1.4177	-\$0.0181
City Property Tax Paid	\$275.83	\$276.57	\$0.74

*Note – The assessed valuation for individual properties may not necessarily increase by 1.55%, rather the assessed valuation for all properties in totality is increased by 1.55%.*

**Comparison of City Portion of Property Taxes Paid by  
The Average Home Owner with a 1% increase in 2014**

	<b>2013</b>	<b>2014 Estimate</b>	<b>Difference</b>
Assessed Value	\$4,420,933,057	\$4,489,549,212	\$68,616,155
City Levy Rate	\$1.4358	\$1.4177	-\$0.0181
City Property Tax Levy*	\$6,347,650	\$6,364,821	\$17,171

\* 2013 Levy includes the regular levy of \$6,281,033 and administrative refunds of \$66,617.  
2014 Levy does not include administrative refunds.

As indicated in the footnotes to the comparison chart, the 2013 property tax levy included administrative refunds. Administrative refunds are taxes that had been levied in previous years on properties that have had their taxes abated or cancelled. Per RCW 84.69.180, the taxing districts affected can re-levy the taxes across the district as a whole. In the past that number had been available from the County prior to November. However, due to recent legislative changes that affect RCW 84.69.180, administrative refunds will not be reported to districts until such time as the final levy limit worksheets are mailed in December.

**ANALYSIS:**

The table below summarizes the calculations used for the City's 2014 property tax levy amounts being considered for collection in 2014.

<b>Tax Calculation Factor</b>	<b>Tax Levy</b>
Total 2013 Levy	\$6,281,033
1% Increase	\$62,810
New Construction (Estimate)	\$20,978
Refunds (Estimate)	N/A
<b>Total 2014 Levy</b>	<b>\$6,364,821</b>
<b>Statutory Limit</b>	<b>\$7,183,279</b>
Assessed Value (Per Pierce County Assessor's Office)	
2014 Estimate	\$4,489,549,212
2013	\$4,420,933,057
Increase/(Decrease)	\$68,616,155
2014 Levy Rate (Estimate)	\$1.4177
	Per \$1,000 AV
2014 Levy Per Average Home (AV \$195,085)	\$276.57

There are two options the Council may take regarding the assessment of the 2014 property tax levy. The two options are:

1. Levy the property taxes without any increase
2. Increase the property tax levy by 1%

The City's 2014 Budget includes an annual property tax increase of 1% as authorized by state statute. A 1% increase in property tax levy generates approximately \$62,810 in additional revenue for city services, or an additional \$2.73 per average homeowner in 2014, as shown in the chart on the following page.

	<b>Option #1</b>	<b>Option #2</b>
Base Levy Amount	\$6,281,033	\$6,281,033
New Construction (Estimate)	\$20,978	\$20,978
Refunds (Estimate)	N/A	N/A
1% Increase	\$0	\$62,810
Total Tax (includes New Construction & Refunds)	\$6,302,011	\$6,364,821
% Increase (includes New Construction & Refunds)	0.33%	1.33%
Levy Rate per \$1,000 AV	\$1.40	\$1.42
Tax Levy Per Average Home (AV \$195,085)	\$273.84	\$276.57

The 2014 property tax levy ordinance, which will be before Council for consideration on November 18, 2013, reflects a zero dollar and percentage increase because it does not reflect the administrative refunds, whereas the 2013 property tax ordinance did. The City will have the opportunity to modify its levy certification in December once it receives the dollar amount of the administrative refunds from the County.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED</b> November 4, 2013	<b>TITLE:</b> AN ORDINANCE of the City Council of the City of Lakewood, Washington amending Sections 5.02.010, 5.02.040, 5.02.080 5.02.190 and creating Section 5.02.171 of the Lakewood Municipal Code relative to General Business Licenses; establishing an Effective Date; and providing severability.	<b>TYPE OF ACTION:</b> <input checked="" type="checkbox"/> ORDINANCE NO. 568 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
<b>REVIEW:</b> October 28, 2013	<b>ATTACHMENTS:</b> Ordinance Ordinance Summary	

**SUBMITTED BY:** M. David Bugher, Assistant City Manager/Community Development Director.

**RECOMMENDATION:** It is recommended that the City Council adopt various amendments to the Lakewood Municipal Code, Title 5, Business Licenses & Regulations. The amendments are generally housekeeping and are described under the Discussion heading below.

**DISCUSSION:** The community development department and the community safety resource team (CSRT), in consultation with the legal department, are proposing to amend Sections 5.02.010, 5.02.040, 5.02.080, 5.02.190 and creating Section 5.02.171 of the City’s general business licensing regulations.

These changes are threefold. Some of the changes address minor “housekeeping items.” Another set of changes speak to potential marijuana regulation, and a third set take into account changes resulting from recent business enforcement actions on the Willow Village Apartments (10225 47<sup>th</sup> Avenue SW) Historical Military Sales (8105 Maple) and the Golden Lion Motel (9021 South Tacoma Way).

The changes are summarized as follows:

- Minor changes to form and syntax - deleting unnecessary words and changing verb tense.  
*(Continued on next page.)*

**ALTERNATIVE(S):** The City Council could elect to: 1) make no changes to the business license regulations; 2) adopt only some of the changes listed in the attached Draft Ordinance; or 3) propose additional modifications.

**FISCAL IMPACT:** The amendments clarify enforcement actions which potentially reduce the City’s liability exposure.

_____ Prepared by	 City Manager Review
_____ Department Director	

## **DISCUSSION, CONTINUED:**

- Clarifying existing language which allows business license suspension, revocation, or denial if the business activity is illegal under local, state or federal law.
- Expanding the grounds to suspend, revoke, and/or deny a license to include conditional licenses, which are not specifically identified in current code.
- That a decision of the hearing examiner is final and/or conclusive unless it is appealed within 21 days from the date of the decision.
- Expanding the due process procedures for the suspension/revocation of business licenses into two parts:

For non-emergency actions, the suspension/revocation is stayed during the pendency of an appeal; and

For emergent actions, where the licensee creates hazardous, unsafe conditions, or knowingly permits unlawful behavior, the suspension/ revocation is immediate, although within three days of the summary action, the city clerk would automatically schedule a hearing before the city manager or designee.

ORDINANCE NO. 568

AN ORDINANCE of the City Council of the City of Lakewood, Washington amending Sections 5.02.010, 5.02.040, 5.02.080 5.02.190 and creating Section 5.02.171 of the Lakewood Municipal Code relative to General Business Licenses; establishing an Effective Date; and providing severability.

WHEREAS, in Ordinance 548, the City undertook a comprehensive amendment to Chapter 5.2 of the Lakewood Municipal Code relative to General Business Licenses; and

WHEREAS, a number of technical amendments to Chapter 5.02 LMC are warranted; and

WHEREAS, since passage of Ordinance 548, the City has issued several Conditional Business Licenses, and the Code currently does not provide express grounds by which a CBL may be revoked; and

WHEREAS, the current Code does not provide a deadline by which an aggrieved applicant may seek court review, and the addition of such a deadline is desirable for the City and licensees; and

WHEREAS the summary license revocation procedures contained in the current Code should be amended to provide procedural guidance for the City and licensees,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON do ordain as follows:

Section 1. Section 5.02.010 of the Lakewood Municipal Code titled, "Definitions" is amended to read as follows:

For purposes of this ~~Ordinance~~ Chapter, the following definitions shall apply:

A."Business" includes all lawful activities engaged in with the object of gain, benefit, or advantage, directly or indirectly, whether part-time, full-time or seasonal.

B."Person" means any individual, corporation, company, firm, joint stock company, partnership, limited liability entity, joint venture, trust, business trust, club, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise, receiver, administrator, executor, assignee, trustee in bankruptcy, or any other group or entity formed for the purpose of engaging in business.

Section 2. Section 5.02.080 of the Lakewood Municipal Code titled, “General Qualifications of Licenses” is amended to read as follows:

Any of the grounds below provide a basis for license suspension, revocation or denial; provided that no business license issued pursuant to this ~~ordinance~~ Code shall be suspended, revoked, or denied without cause.

A. Any application to conduct, in whole or in part, activity that is illegal under local, state or federal law.

~~AB.~~ Any applicant, licensee or employee of applicant or licensee who has been convicted of a crime relevant to the business within ten years for a felony conviction, five years for a gross misdemeanor conviction and three years a misdemeanor conviction.

~~BC.~~ Within the last five years, any applicant, licensee or employee of applicant or licensee who has suffered any of the following which is relevant to the business: a civil judgment, or any other judgment, cease and desist order, notice and order, consent decree, or administrative action, including prior licensing actions.

~~CD.~~ Any applicant, licensee or employee of applicant, licensee or employee of applicant or licensee who has failed to comply with any of the provisions of this ~~Ordinance~~ Code.

~~DE.~~ Any applicant, licensee or employee of applicant or licensee, if any reasonable grounds exist to believe that such person is dishonest in a manner that is relevant to the business, or that the license was procured by fraud or misrepresentation of fact, or desires to obtain a business license so as to practice some illegal act ~~or~~, some act injurious to the public health, safety or welfare or engaged in unlawful activity.

~~EF.~~ Any applicant, licensee or employee of applicant or licensee who has caused, maintained, permitted, allowed or is likely to cause, maintain, permit, or allow a public nuisance to exist. “Public nuisance,” in addition to its common meaning, includes but is not limited to a business generating a need for significant police and/or other government services.

~~FG.~~ Any applicant, licensee, or employee of applicant or licensee or their agents have or will engaged in, maintained, permitted, allowed or failed to prevent unlawful activity on the business premises.

~~GH.~~ The applicant, licensee or employee of applicant or licensee failed to pay a civil penalty or to comply with any notice and order of the City.

~~HI.~~ If reasonable grounds exist to believe that any applicant, licensee or employee of applicant or licensee is likely to present an adverse impact to the public health, safety, or welfare for any other reason, including but not limited to conduct related to past operations of business.

J. Violation of any rules, regulations or conditions which have been set forth in a Conditional License issued under LMC 5.02.150.

K. The failure to submit a complete license application or the failure to cooperate in an investigation under LMC 5.02.090.

Section 3. Section 5.02.190 of the Lakewood Municipal Code titled, “Appeal From Denial or From Notice or Order” is amended to read as follows:

A.The City Hearing Examiner is designated to hear appeals by applicants or licensees aggrieved by actions of the City pertaining to any denial, ~~;~~ or revocation of business licenses, pursuant to chapter 1.36 LMC.

B.Any applicant or licensee may, within ten (10) days after receipt of a notice of denial of application or of a notice and order on, file with the City Clerk a written notice of appeal. The notice of appeal shall contain the following: (1) be conspicuously identified as a notice of appeal; (2) set forth a brief statement setting forth the legal interest of the appellants; (3) a brief statement setting forth the legal interest of the appellants; (4) the specific order or action protested, together with any material facts claimed to support the contentions of the appellants; (5) the relief sought, and reasons why it is claimed, and why the protested action or notice and order should be reversed, modified or otherwise set aside; (6) the signatures of all persons named as appellants, and their official mailing addresses; (7) The verification (by declaration under penalty of perjury) of each appellant as to the truth of the matters stated in the appeal.

C.As soon as practicable after receiving the written appeal, the City Clerk shall fix a date, time, and place for the hearing of the appeal by the Hearing Examiner. Written notice of the time and place of the hearing shall be given at least ten (10) days prior to the date of the hearing by the City Clerk, by mailing a copy addressed to each appellant at his or her address shown on the notice of appeal.

D.At the hearing, the appellant or appellants shall be entitled to appear in person, and to be represented by counsel and to offer such evidence as may be pertinent and material to the denial or to the notice and order. The technical rules of evidence need not apply.

E.Only those matters or issues specifically raised by the appellant or appellants in the written notice of appeal shall be considered in the hearing of the appeal.

F.Within ten (10) business days following conclusion of the hearing, the Hearing Examiner shall make written findings of fact and conclusions of law, supported by the record, and a decision which may affirm, modify, or overrule the denial or order of the City, and may further impose terms and conditions to the issuance or continuation of a business license.

G. Failure of any applicant or licensee to file an appeal in accordance with the provisions of this Chapter shall constitute a waiver of the right to an administrative hearing and adjudication of the denial or of the notice and order.

H. Excepting those instances where, by law, a different time period applies, a decision by the Hearing Examiner under this Chapter shall be final and conclusive unless within twenty-one (21) days from the date of the decision, a party makes application to a court of competent jurisdiction for appropriate relief.

Section 4. A new Section 5.02.171 of the Lakewood Municipal Code titled, "Stay of Suspension or Revocation -- Summary Suspension" is created to read as follows:

A. Except as otherwise provided in this Section, enforcement of any suspension or revocation of any business license, or other order issued under this Chapter shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

B. Where conditions exist that are deemed hazardous to life or property, or where the licensee or his or her employee or agent has knowingly permitted unlawful conduct, the City is authorized to immediately stop such conditions that are in violation of this Code, up to and including closing the business operation and summary suspension of the business license. Such order and demand may be oral or written.

C. At the time the licensee is notified of any summary suspension, the City Clerk shall also schedule a hearing to be held within 3 business days from the date of the notice of summary suspension and the licensee will be notified by mail, facsimile, email, personal service or hand deliver of the date, time and location of such hearing. Such notices shall state the time and place of the hearing. Such hearing shall be before the City Manager or designee.

D. The decision of the City Manager or designee shall be final. The licensee may, within 10 days from the date of the decision, appeal such suspension or revocation in accordance with LMC 5.2.190. Any summary suspension affirmed by the City Manager or designee shall remain valid and in effect pending the outcome of the appeal, unless stayed pending the outcome of the hearing by the City Manager or the designee who issued the decision or Hearing Examiner.

Section 5. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall take place thirty (30) days after its publication or publication of a summary of its intent and contents.

ADOPTED by the City Council this 4<sup>th</sup> day of November, 2013.

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

Attest:

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

Approved as to Form:

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

City of Lakewood  
Lakewood City Hall  
6000 Main Street SW  
Lakewood, WA 98499  
(253) 589-2489

**(Legal Notice)**

**NOTICE OF ORDINANCE PASSED  
BY LAKEWOOD CITY COUNCIL**

The following is a summary of an Ordinance passed by the City of Lakewood City Council on the 4<sup>th</sup> day of November, 2013.

**ORDINANCE NO. 568**

AN ORDINANCE of the City Council of the City of Lakewood, Washington amending Sections 5.02.010, 5.02.040, 5.02.080 5.02.190 and creating Section 5.02.171 of the Lakewood Municipal Code relative to General Business Licenses; establishing an Effective Date; and providing severability.

Section 1 of the ordinance provides for amending Section 5.02.010 of the Lakewood Municipal Code titled, "Definitions."

Section 2 of the ordinance provides for amending Section 5.02.080 of the Lakewood Municipal Code titled, "General Qualifications of Licenses."

Section 3 of the ordinance provides for amending Section 5.02.190 of the Lakewood Municipal Code titled, "Appeal From Denial or From Notice or Order."

Section 4 of the ordinance provides for creating a new Section 5.02.171 of the Lakewood Municipal Code titled, "Stay of Suspension or Revocation -- Summary Suspension."

Section 5 of the ordinance provides that if any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 6 of the ordinance provides that this ordinance shall take place thirty (30) days after its publication or publication of a summary of its intent and contents.

The full text of the Ordinance is available at the City Clerk's Office, Lakewood City Hall, 6000 Main Street SW, Lakewood, Washington 98499, (253) 589-2489. A copy will be mailed out upon request.

Alice M. Bush, MMC, City Clerk

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 4, 2013	<b>TITLE:</b> Motion authorizing the award of a contract in the amount of \$524,485.00 to KBH Construction Company for the Custer Road SW & John Dower Road SW/W Traffic Signal Improvements.	<b>TYPE OF ACTION:</b> — ORDINANCE — RESOLUTION <u>X</u> MOTION 2013-50 — OTHER
<b>REVIEW:</b> November 4, 2013	<b>ATTACHMENTS:</b> Bid Tabulations Vicinity Map	

**SUBMITTED BY:** Don Wickstrom, P.E., Public Works Director/City Engineer.

**RECOMMENDATION:** It is recommended that the City Council award a contract in the amount of \$524,485.00 to KBH Construction Company for the Custer Road SW & John Dower Road SW/W Traffic Signal Improvements.

**DISCUSSION:** Through this project the existing traffic signal at Custer Road and John Dower Road will be replaced with new signal bridge to support high visible signal heads and intersection lighting. In addition, the four corners will receive updated American with Disabilities Act (ADA) ramps and audio pedestrian crossing buttons. The intersection will be overlaid with hot-mix asphalt and pavement markings updated to current standards. Nine (9) contractors submitted bids. KBH Construction Company was the lowest responsible bidder.

**ALTERNATIVE(S):** There are no practical alternatives other than to reject all bids and not move forward with the project.

**FISCAL IMPACT:** The project is primarily funded by a Federal Highway Safety Improvement Program (HSIP) grant. (continued on page 2)

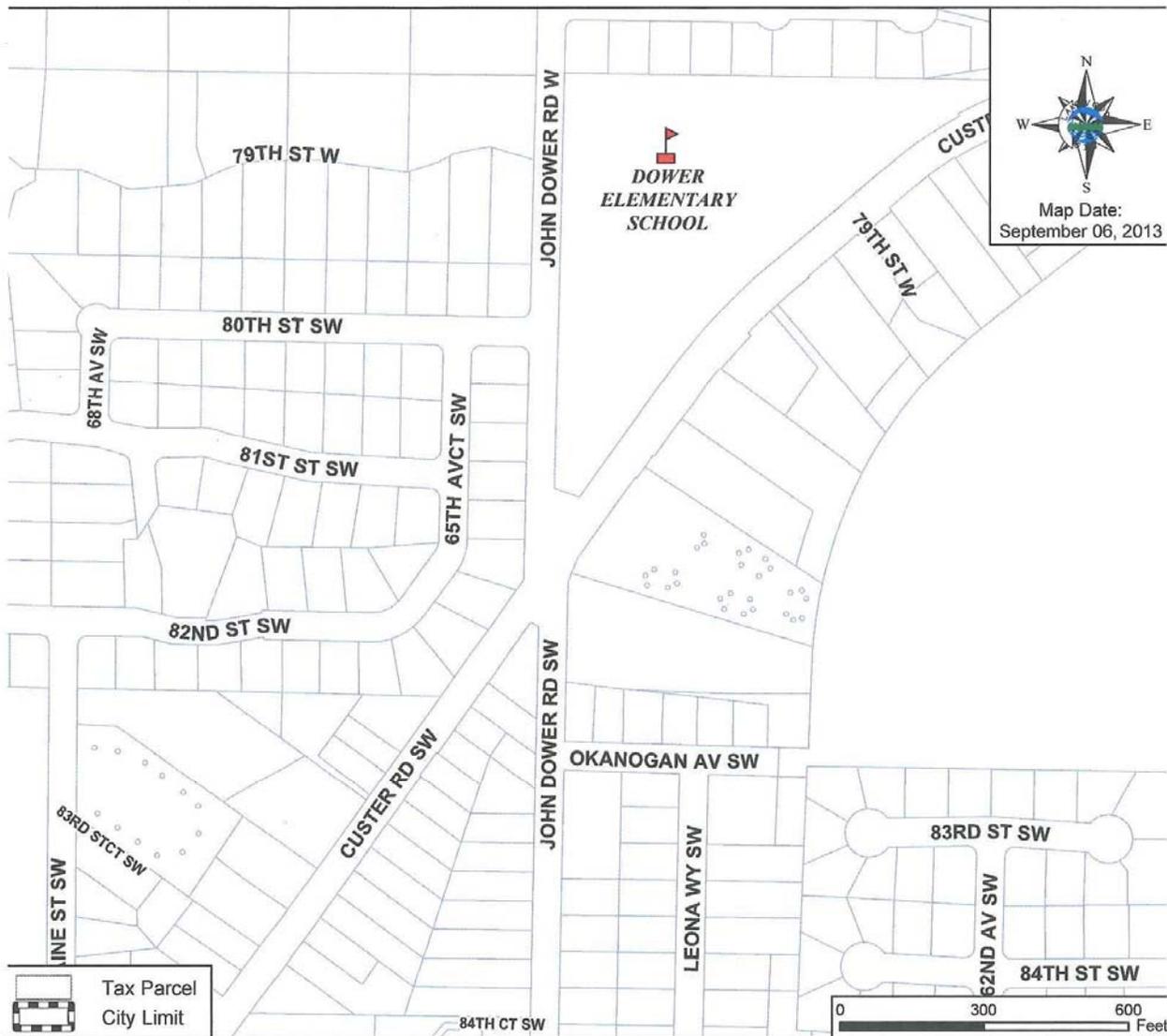
<hr style="border: none; border-top: 1px solid black;"/> Prepared by  <hr style="border: none; border-top: 1px solid black;"/> Department Director	 <hr style="border: none; border-top: 1px solid black;"/> City Manager Review
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**FISCAL IMPACT (continued from page 1):** Bids came in higher than anticipated primarily due to higher than anticipated traffic signal costs and higher unit prices for the “small-quantity” roadway elements. Given the number of bids and the close grouping of the bids, the recommended award price from the lowest responsive bidder is the lowest anticipated bid for the proposed scope of work.

The grant administrators from Washington State Department of Transportation approved a transfer of grant funds between the city’s two safety improvement project grants; as the “City Wide Safety Improvement Project’s” bids were much lower than anticipated. Therefore, impacts to the street capital fund 2014 budget (when these construction expenditures will be realized) are minor and can be balanced within the anticipated \$10.0+ Million capital program.

<b>Funding Source</b>	<b>Amount</b>	<b>Construction Item</b>	<b>Costs</b>
Grant-HSIP	\$515,000		
Street Capital Fund-102	\$ 30,000	Contract + contingency	\$550,000
SWM Fund-401	\$ 25,000	Construction Engineer.	\$ 20,000
TOTAL	\$570,000	TOTAL	\$570,000

# VICINITY MAP



## *City of Lakewood Public Works*

# **Custer Rd SW & John Dower Rd SW Traffic Signal Improvements E1137**

This product was prepared with care by City of Lakewood GIS. City of Lakewood expressly disclaims any liability for any inaccuracies which may yet be present. This is not a survey. Datasets were collected at different accuracy levels by various sources. Data on this map may be shown at scales larger than its original compilation. Call 253-589-2489 for further information.

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# BID TABULATIONS

PROJECT NAME: Custer Rd. & John Dower Rd. SW/W Traffic Signal Improvements  
 PROJECT NO.: E1137  
 BID OPENING DATE: October 22, 2013

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

ITEM	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		KBH Construction Co.		Nova Contracting Inc.		Northwest Cascade Inc.		RW Scott Construction Co.		Road Construction Inc.		RV Associates Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$56,000.00	\$56,000.00	\$43,602.00	\$43,602.00	\$45,300.00	\$45,300.00	\$44,400.00	\$44,400.00	\$69,354.00	\$69,354.00
2	Minor Change	1	FA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
3	Roadway Surveying	1	LS	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$7,500.00	\$7,500.00	\$3,700.00	\$3,700.00	\$7,222.00	\$7,222.00
4	SPPC Plan	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$650.00	\$650.00	\$2,900.00	\$2,900.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$500.00	\$500.00
5	Project Temporary Traffic Control	1	LS	\$9,000.00	\$9,000.00	\$35,000.00	\$35,000.00	\$32,000.00	\$32,000.00	\$23,300.00	\$23,300.00	\$21,908.00	\$21,908.00	\$35,000.00	\$35,000.00	\$36,665.00	\$36,665.00
6	Pedestrian Traffic Control	1	LS	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,679.00	\$1,679.00
7	Uniformed Law Enforcement Personnel (min. Bid \$65.00/hr)	20	HR	\$75.00	\$1,500.00	\$65.00	\$1,300.00	\$75.00	\$1,500.00	\$75.00	\$1,500.00	\$85.00	\$1,700.00	\$78.00	\$1,560.00	\$75.00	\$1,500.00
8	Clearing and Grubbing	1	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,400.00	\$6,400.00	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00	\$1,738.00	\$1,738.00
9	Roadside Cleanup	1	FA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
10	Removal of Structures and Obstructions	1	LS	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$7,520.00	\$7,520.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$4,681.00	\$4,681.00
11	Sawcutting	1,300	LF	\$2.50	\$3,250.00	\$2.00	\$2,600.00	\$2.00	\$2,600.00	\$1.50	\$1,950.00	\$4.00	\$5,200.00	\$2.00	\$2,600.00	\$3.50	\$4,550.00
12	Utility Potholing	5	EA	\$305.00	\$1,525.00	\$100.00	\$500.00	\$185.00	\$925.00	\$530.00	\$2,650.00	\$300.00	\$1,500.00	\$450.00	\$2,250.00	\$956.00	\$4,780.00
13	Roadway Excavation Including Haul	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$9,920.00	\$9,920.00	\$12,400.00	\$12,400.00	\$11,250.00	\$11,250.00	\$14,000.00	\$14,000.00	\$11,466.00	\$11,466.00
14	Trench Protection System	1	LS	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$800.00	\$800.00	\$500.00	\$500.00
15	Shoring or Extra Excavation Class B	1	LS	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$100.00	\$100.00	\$500.00	\$500.00	\$800.00	\$800.00	\$500.00	\$500.00
16	Trimming and Cleanup	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$24,200.00	\$24,200.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$500.00	\$500.00
17	Crushed Surfacing Base Course	160	TON	\$25.00	\$4,000.00	\$25.00	\$4,000.00	\$35.00	\$5,600.00	\$36.00	\$5,760.00	\$45.00	\$7,200.00	\$34.00	\$5,440.00	\$33.00	\$5,280.00
18	Crushed Surfacing Top Course	220	TON	\$28.00	\$6,160.00	\$25.00	\$5,500.00	\$42.00	\$9,240.00	\$38.00	\$8,360.00	\$40.00	\$8,800.00	\$37.00	\$8,140.00	\$41.00	\$9,020.00
19	HMA Cl. 1/2" PG 64 -22	450	TON	\$75.00	\$33,750.00	\$80.00	\$36,000.00	\$87.00	\$39,150.00	\$92.00	\$41,400.00	\$82.95	\$37,327.50	\$80.00	\$36,000.00	\$88.00	\$39,600.00
20	HMA for Preleveling Cl. 1/2" PG 64 -22	100	TON	\$85.00	\$8,500.00	\$100.00	\$10,000.00	\$99.00	\$9,900.00	\$140.00	\$14,000.00	\$100.00	\$10,000.00	\$90.00	\$9,000.00	\$100.00	\$10,000.00
21	HMA for Approach and Patching Cl. 1/2" PG 64 -22	200	TON	\$95.00	\$19,000.00	\$100.00	\$20,000.00	\$128.00	\$25,600.00	\$130.00	\$26,000.00	\$122.00	\$24,400.00	\$115.00	\$23,000.00	\$128.00	\$25,600.00
22	Asphalt Cost Price Adjustment	1	EST	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
23	Planing Bituminous Pavement (0.167' Max Depth)	1,500	SY	\$3.50	\$5,250.00	\$3.50	\$5,250.00	\$5.00	\$7,500.00	\$6.25	\$9,375.00	\$4.70	\$7,050.00	\$6.50	\$9,750.00	\$3.00	\$4,500.00
24	Schedule A Storm Sewer Pipe, 8-In. Diam.	200	LF	\$45.00	\$9,000.00	\$40.00	\$8,000.00	\$45.00	\$9,000.00	\$52.00	\$10,400.00	\$83.20	\$16,640.00	\$94.00	\$18,800.00	\$65.00	\$13,000.00
25	Catch Basin Type 1	2	EA	\$900.00	\$1,800.00	\$1,500.00	\$3,000.00	\$1,100.00	\$2,200.00	\$1,100.00	\$2,200.00	\$800.00	\$1,600.00	\$1,200.00	\$2,400.00	\$1,241.00	\$2,482.00
26	Catch Basin Type 2, 48-In. Diam.	2	EA	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$2,800.00	\$5,600.00	\$2,700.00	\$5,400.00	\$5,000.00	\$10,000.00	\$4,200.00	\$8,400.00	\$5,674.00	\$11,348.00
27	Adjust Catch Basin or Manhole Frame and Cover	2	EA	\$400.00	\$800.00	\$200.00	\$400.00	\$450.00	\$900.00	\$525.00	\$1,050.00	\$500.00	\$1,000.00	\$525.00	\$1,050.00	\$1,310.00	\$2,620.00
28	Adjust Utility Box	6	EA	\$300.00	\$1,800.00	\$100.00	\$600.00	\$250.00	\$1,500.00	\$275.00	\$1,650.00	\$550.00	\$3,300.00	\$275.00	\$1,650.00	\$474.00	\$2,844.00
29	Erosion/Water Pollution Control	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,700.00	\$1,700.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$1,852.00	\$1,852.00
30	Inlet Protection	11	EA	\$100.00	\$1,100.00	\$50.00	\$550.00	\$50.00	\$550.00	\$58.00	\$638.00	\$70.00	\$770.00	\$80.00	\$880.00	\$86.00	\$946.00
31	Cement Conc. Traffic Curb and Gutter	380	LF	\$15.00	\$5,700.00	\$25.00	\$9,500.00	\$22.00	\$8,360.00	\$47.00	\$17,860.00	\$23.00	\$8,740.00	\$26.50	\$10,070.00	\$31.00	\$11,780.00
32	Cement Conc. Traffic Curb and Spill Gutter	60	LF	\$15.00	\$900.00	\$25.00	\$1,500.00	\$28.00	\$1,680.00	\$50.00	\$3,000.00	\$32.00	\$1,920.00	\$35.00	\$2,100.00	\$34.00	\$2,040.00
33	Pedestrian Curb	230	LF	\$30.00	\$6,900.00	\$15.00	\$3,450.00	\$18.00	\$4,140.00	\$18.00	\$4,140.00	\$20.00	\$4,600.00	\$26.50	\$6,095.00	\$30.00	\$6,900.00
34	Raised Pavement Marker Type 2	50	EA	\$4.00	\$200.00	\$7.50	\$375.00	\$7.20	\$360.00	\$7.00	\$350.00	\$7.50	\$375.00	\$7.25	\$362.50	\$7.00	\$350.00
35	Monument Case and Cover	2	EA	\$1,000.00	\$2,000.00	\$700.00	\$1,400.00	\$450.00	\$900.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,100.00	\$2,200.00	\$403.00	\$806.00
36	Cement Concrete Sidewalk	100	SY	\$30.00	\$3,000.00	\$50.00	\$5,000.00	\$40.00	\$4,000.00	\$105.00	\$10,500.00	\$44.00	\$4,400.00	\$70.00	\$7,000.00	\$66.00	\$6,600.00
37	Cement Concrete Sidewalk Ramp Type 1	1	EA	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$900.00	\$900.00	\$800.00	\$800.00	\$722.00	\$722.00
38	Cement Concrete Sidewalk Ramp Type 2	4	EA	\$1,500.00	\$6,000.00	\$800.00	\$3,200.00	\$1,100.00	\$4,400.00	\$1,850.00	\$7,400.00	\$1,200.00	\$4,800.00	\$1,250.00	\$5,000.00	\$1,111.00	\$4,444.00
39	Detectable Warning Surface	46	SF	\$15.00	\$690.00	\$20.00	\$920.00	\$28.00	\$1,288.00	\$27.50	\$1,265.00	\$35.00	\$1,610.00	\$55.00	\$2,530.00	\$28.00	\$1,288.00
40	Traffic Signal System Complete	1	LS	\$220,000.00	\$220,000.00	\$270,000.00	\$270,000.00	\$294,800.00	\$294,800.00	\$261,000.00	\$261,000.00	\$306,000.00	\$306,000.00	\$297,300.00	\$297,300.00	\$283,333.00	\$283,333.00
41	Project Sign	1	LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$1,011.00	\$1,011.00
42	Plastic Bicycle Lane Symbol w/ Arrow	1	EA	\$60.00	\$60.00	\$350.00	\$350.00	\$385.00	\$385.00	\$385.00	\$385.00	\$400.00	\$400.00	\$400.00	\$400.00	\$389.00	\$389.00
43	Profiled Plastic Line	1,600	LF	\$1.65	\$2,640.00	\$3.00	\$4,800.00	\$3.20	\$5,120.00	\$3.25	\$5,200.00	\$3.25	\$5,200.00	\$3.25	\$5,200.00	\$3.00	\$4,800.00
44	Profiled Plastic Wide Lane Line	275	LF	\$3.00	\$825.00	\$6.00	\$1,650.00	\$5.60	\$1,540.00	\$6.00	\$1,650.00	\$6.00	\$1,650.00	\$5.75	\$1,581.25	\$6.00	\$1,650.00
45	Plastic Stop Line	120	LF	\$5.50	\$660.00	\$12.00	\$1,440.00	\$13.00	\$1,560.00	\$13.00	\$1,560.00	\$13.00	\$1,560.00	\$13.50	\$1,620.00	\$13.00	\$1,560.00
46	Plastic Crosswalk Line	700	SF	\$4.50	\$3,150.00	\$7.00	\$4,900.00	\$7.60	\$5,320.00	\$7.50	\$5,250.00	\$7.70	\$5,390.00	\$7.75	\$5,425.00	\$8.00	\$5,600.00
<b>TOTAL</b>					<b>\$420,160.00</b>		<b>\$524,485.00</b>		<b>\$581,708.00</b>		<b>\$595,595.00</b>		<b>\$592,190.50</b>		<b>\$608,753.75</b>		<b>\$611,000.00</b>

# BID TABULATIONS

PROJECT NAME: Custer Rd. & John Dower Rd. SW/W Traffic Signal Improvements  
 PROJECT NO.: E1137  
 BID OPENING DATE: October 22, 2013

ITEM	DESCRIPTION	QUANTITY	Tucci & Sons Inc.		Westwater Construction Co.		3King Environmental Inc.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	\$44,000.00	\$44,000.00	\$45,000.00	\$45,000.00	\$60,000.00	\$60,000.00
2	Minor Change	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
3	Roadway Surveying	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$7,525.00	\$7,525.00
4	SPCC Plan	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
5	Project Temporary Traffic Control	1	\$50,000.00	\$50,000.00	\$56,000.00	\$56,000.00	\$35,000.00	\$35,000.00
6	Pedestrian Traffic Control	1	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00	\$1,445.00	\$1,445.00
7	Uniformed Law Enforcement Personnel (min. Bid \$65.00/hr)	20	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$90.00	\$1,800.00
8	Clearing and Grubbing	1	\$2,300.00	\$2,300.00	\$2,500.00	\$2,500.00	\$2,835.00	\$2,835.00
9	Roadside Cleanup	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
10	Removal of Structures and Obstructions	1	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00
11	Sawcutting	1,300	\$2.00	\$2,600.00	\$3.00	\$3,900.00	\$2.15	\$2,795.00
12	Utility Potholing	5	\$600.00	\$3,000.00	\$350.00	\$1,750.00	\$540.00	\$2,700.00
13	Roadway Excavation Including Haul	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$27,250.00	\$27,250.00
14	Trench Protection System	1	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
15	Shoring or Extra Excavation Class B	1	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
16	Trimming and Cleanup	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,710.00	\$2,710.00
17	Crushed Surfacing Base Course	160	\$66.00	\$10,560.00	\$15.00	\$2,400.00	\$35.00	\$5,600.00
18	Crushed Surfacing Top Course	220	\$66.00	\$14,520.00	\$15.00	\$3,300.00	\$35.00	\$7,700.00
19	HMA Cl. 1/2" PG 64 -22	450	\$92.00	\$41,400.00	\$85.00	\$38,250.00	\$105.00	\$47,250.00
20	HMA for Preleveling Cl. 1/2" PG 64 -22	100	\$92.00	\$9,200.00	\$100.00	\$10,000.00	\$110.00	\$11,000.00
21	HMA for Approach and Patching Cl. 1/2" PG 64 -22	200	\$145.00	\$29,000.00	\$150.00	\$30,000.00	\$155.00	\$31,000.00
22	Asphalt Cost Price Adjustment	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
23	Planing Bituminous Pavement (0.167' Max Depth)	1,500	\$7.00	\$10,500.00	\$5.00	\$7,500.00	\$7.00	\$10,500.00
24	Schedule A Storm Sewer Pipe, 8-In. Diam.	200	\$135.00	\$27,000.00	\$80.00	\$16,000.00	\$38.00	\$7,600.00
25	Catch Basin Type 1	2	\$1,600.00	\$3,200.00	\$500.00	\$1,000.00	\$1,375.00	\$2,750.00
26	Catch Basin Type 2, 48-In. Diam.	2	\$3,400.00	\$6,800.00	\$3,200.00	\$6,400.00	\$2,875.00	\$5,750.00
27	Adjust Catch Basin or Manhole Frame and Cover	2	\$600.00	\$1,200.00	\$450.00	\$900.00	\$435.00	\$870.00
28	Adjust Utility Box	6	\$400.00	\$2,400.00	\$185.00	\$1,110.00	\$165.00	\$990.00
29	Erosion/Water Pollution Control	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,735.00	\$1,735.00
30	Inlet Protection	11	\$100.00	\$1,100.00	\$80.00	\$880.00	\$50.00	\$550.00
31	Cement Conc. Traffic Curb and Gutter	380	\$25.00	\$9,500.00	\$40.00	\$15,200.00	\$20.00	\$7,600.00
32	Cement Conc. Traffic Curb and Spill Gutter	60	\$25.00	\$1,500.00	\$60.00	\$3,600.00	\$20.00	\$1,200.00
33	Pedestrian Curb	230	\$16.00	\$3,680.00	\$25.00	\$5,750.00	\$19.00	\$4,370.00
34	Raised Pavement Marker Type 2	50	\$6.50	\$325.00	\$10.00	\$500.00	\$6.00	\$300.00
35	Monument Case and Cover	2	\$500.00	\$1,000.00	\$650.00	\$1,300.00	\$520.00	\$1,040.00
36	Cement Concrete Sidewalk	100	\$54.00	\$5,400.00	\$150.00	\$15,000.00	\$63.00	\$6,300.00
37	Cement Concrete Sidewalk Ramp Type 1	1	\$650.00	\$650.00	\$1,050.00	\$1,050.00	\$1,055.00	\$1,055.00
38	Cement Concrete Sidewalk Ramp Type 2	4	\$1,000.00	\$4,000.00	\$1,050.00	\$4,200.00	\$1,160.00	\$4,640.00
39	Detectable Warning Surface	46	\$25.00	\$1,150.00	\$60.00	\$2,760.00	\$45.00	\$2,070.00
40	Traffic Signal System Complete	1	\$268,000.00	\$268,000.00	\$280,000.00	\$280,000.00	\$295,000.00	\$295,000.00
41	Project Sign	1	\$500.00	\$500.00	\$400.00	\$400.00	\$520.00	\$520.00
42	Plastic Bicycle Lane Symbol w/ Arrow	1	\$350.00	\$350.00	\$200.00	\$200.00	\$325.00	\$325.00
43	Profiled Plastic Line	1,600	\$2.95	\$4,720.00	\$5.00	\$8,000.00	\$1.10	\$1,760.00
44	Profiled Plastic Wide Lane Line	275	\$5.10	\$1,402.50	\$10.00	\$2,750.00	\$2.15	\$591.25
45	Plastic Stop Line	120	\$12.00	\$1,440.00	\$10.00	\$1,200.00	\$10.00	\$1,200.00
46	Plastic Crosswalk Line	700	\$6.90	\$4,830.00	\$5.00	\$3,500.00	\$5.00	\$3,500.00
<b>TOTAL</b>				<b>\$612,927.50</b>		<b>\$619,800.00</b>		<b>\$626,326.25</b>

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 4, 2013	<b>TITLE:</b> Motion authorizing the award a contract in the amount of \$774,375.00 to Totem Electric of Tacoma, Inc. for the Citywide Safety Improvements Project.	<b>TYPE OF ACTION:</b> ___ ORDINANCE ___ RESOLUTION <u>X</u> MOTION 2013-51 ___ OTHER
<b>REVIEW:</b> November 4, 2013	<b>ATTACHMENTS:</b> Bid Tabulations Vicinity Map	

**SUBMITTED BY:** Don Wickstrom, P.E., Public Works Director/City Engineer.

**RECOMMENDATION:** It is recommended that the City Council award a contract in the amount of \$774,375.00 to Totem Electric of Tacoma, Inc. for the Citywide Safety Improvements Project.

**DISCUSSION:** Through this project forty-eight (48) of the city's seventy (70) traffic signals will be modified to provide enhanced signal displays (i.e. larger heads with backplates and reflective tape) and enhanced signal operations to include flashing-yellow arrows (where warranted). An example of these enhancements can be seen at the new Gravelly Lake Drive and 100<sup>th</sup> Street traffic signal. Two (2) contractors submitted bids. Totem Electric of Tacoma, Inc. was the lowest responsible bidder.

**ALTERNATIVE(S):** There are no practical alternatives other than to reject all bids and not move forward with the project.

**FISCAL IMPACT:** The project is completely funded by a Federal Highway Safety Improvement Program (HSIP) grant. (continued on page 2)

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

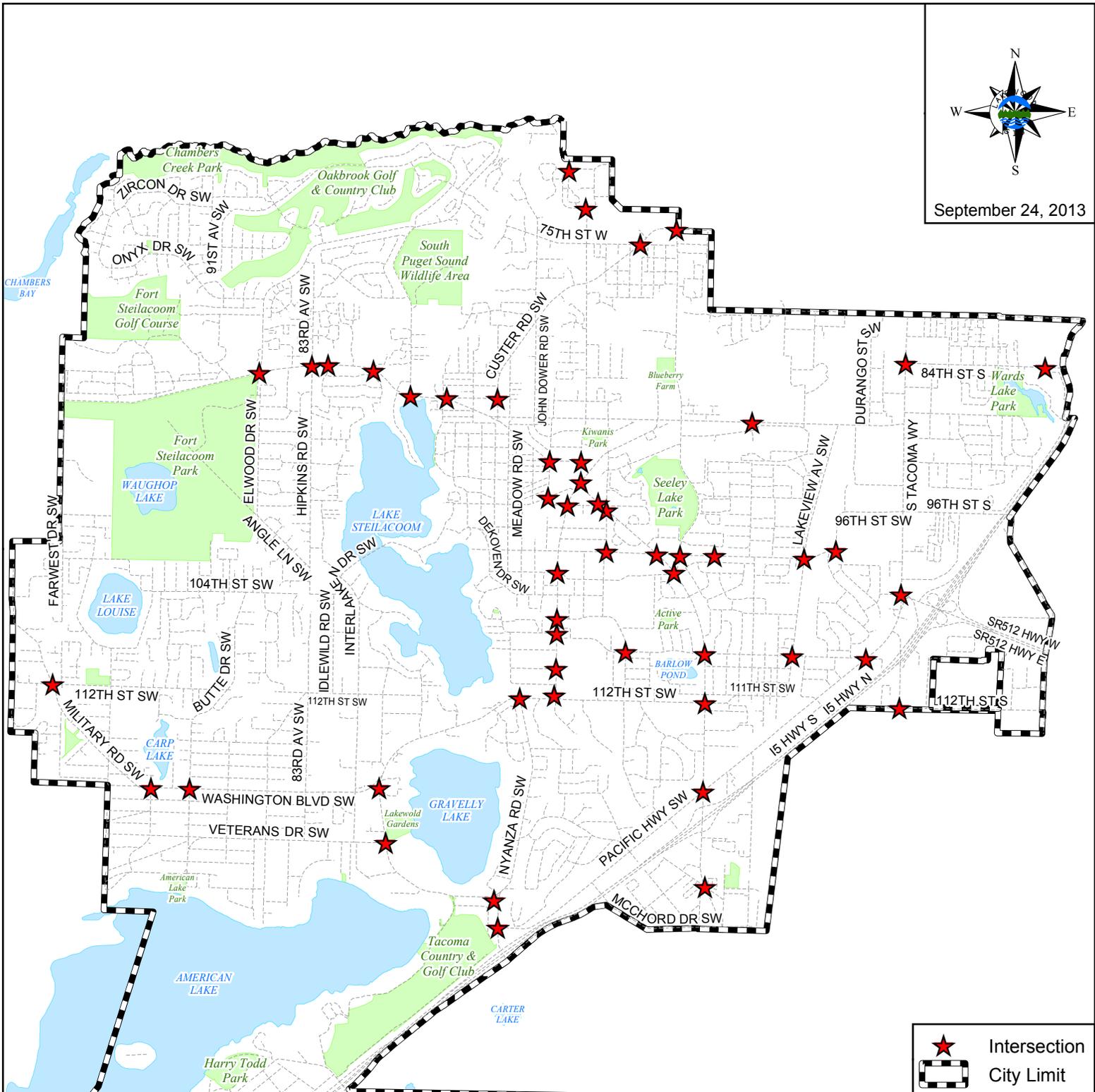
**FISCAL IMPACT (continued from page 1):** Bids came in lower than anticipated since the contractor's were able to take advantage of favorable equipment and material prices due to higher quantities.

Given the scope of this project is relatively straight forward with a lot of leg work done up front to confirm signal wiring, the risk of unforeseen circumstances is low. Therefore, with the shortfall of funds on the Custer / John Dower Signal Project, staff requested that funds be transferred from this project to cover the shortfall on the other. The grant administrators from Washington State Department of Transportation approved a transfer of grant funds between the city's two safety improvement project grants.

<b><u>Funding Source</u></b>	<b><u>Amount</u></b>	<b><u>Construction Item</u></b>	<b><u>Costs</u></b>
Grant-HSIP	\$861,000	Contract + contingency	\$800,000
Street Capital Fund-102	\$ 0	Construction Engineer.	\$ 61,000
TOTAL	\$861,000	TOTAL	\$861,000



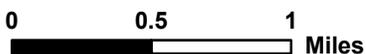
September 24, 2013



 Intersection  
 City Limit

## *City of Lakewood Public Works*

# Citywide Safety Improvement Project Project No. e1182



\\projects\eng\CityProjects\le1182-Vicinity.mxd

This product was prepared with care by City of Lakewood GIS. City of Lakewood expressly disclaims any liability for any inaccuracies which may yet be present. This is not a survey. Datasets were collected at different accuracy levels by various sources. Data on this map may be shown at scales larger than its original compilation. Call 253-589-2489 for further information.



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 4, 2013	<b>TITLE:</b> Department of Ecology 2013-15 Municipal Stormwater Capacity Grant, Agreement # G1400255	<b>TYPE OF ACTION:</b> — ORDINANCE — RESOLUTION <u>X</u> MOTION 2013-52 — OTHER
<b>REVIEW:</b> November 4, 2013	<b>ATTACHMENTS:</b> Grant Agreement	

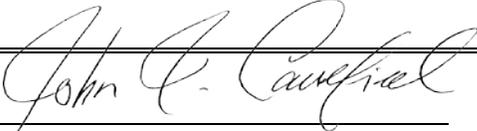
**SUBMITTED BY:** Don E. Wickstrom, Public Works Director

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to execute the Washington Department of Ecology 2013-15 Municipal Stormwater Capacity Grant, Agreement # G1400255. The agreement sets the terms and conditions of a \$50,000 grant for implementation of the City’s National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit.

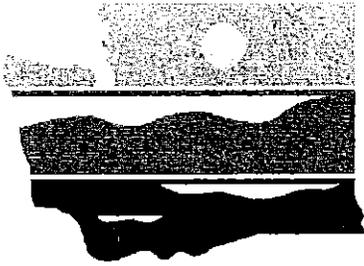
**DISCUSSION:** The State Legislature has set aside funds for municipalities to implement the requirements of the federally mandated NPDES municipal stormwater permits. Funds can be used for a number of stormwater program related activities including public education and outreach, pollution prevention, and system mapping. Funds can also be used for stormwater related equipment purchases like a vacuum truck. In years past the City has used similar grant money to fund various parts of our stormwater program including paying for the printing of calendars produced by the local elementary schools, cleaning of the City’s stormwater infrastructure, and paying for a mini-excavator. We intend to use this money for similar activities.

**ALTERNATIVE(S):** An alternative would be to decline executing this grant agreement. The permit is still required to be implemented and would otherwise be funded from the SWM – 401 fund.

**FISCAL IMPACT:** There is no match requirement for this grant.

Prepared by _____  _____ Department Director	 _____ City Manager Review
---	--

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**2013-15 MUNICIPAL STORMWATER CAPACITY GRANT**

**PROGRAM**

**FISCAL YEAR 2014**

**GRANT AGREEMENT**

**NUMBER G1400255**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF LAKEWOOD**

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**2013-15 MUNICIPAL STORMWATER CAPACITY GRANT PROGRAM**

**Grant Agreement**

**Between**

**The State of Washington Department of Ecology**

**And**

**City of Lakewood**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and the City of Lakewood (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

**PART I. GENERAL INFORMATION**

Project Title:	<b>2013-15 Municipal Stormwater Capacity Grant Program</b>
State Fiscal Year:	<b>FY2014</b>
Grant Number:	<b>G1400255</b>
RECIPIENT Name:	<b>City of Lakewood</b>
Mailing Address:	<b>6000 Main St SW</b>
RECIPIENT Federal ID Number:	<b>Lakewood, WA 98499</b>
Total Eligible Cost:	
(\$50,000):	<b>\$50,000</b>
DEPARTMENT Funding Sources:	
ELSA - Operating:	<b>\$50,000</b>
DEPARTMENT Share:	<b>\$50,000</b>
DEPARTMENT Maximum Percentage:	<b>100%</b>
Effective Date Of This Grant Is:	<b>July 1, 2013</b> Any work performed prior to the effective date of this agreement is not eligible for reimbursement.
This Grant Agreement Expires On:	<b>January 31, 2015</b>

2013-15 Municipal Stormwater Capacity Grant Program  
 State Of Washington, Department Of Ecology

RECIPIENT Contact:	<b>Greg Vigoren</b>
Telephone Number:	<b>253-983-7771</b>
E-Mail Address:	<b>gvigoren@cityoflakewood.us</b>
RECIPIENT Billing Contact:	<b>DJ Lietzau</b>
Telephone Number:	<b>253-983-7759</b>
E-Mail Address:	<b>dlietzau@cityoflakewood.us</b>
DEPARTMENT Project/Financial Manager:	<b>Layne Slone</b>
Mailing Address	<b>Water Quality Program          Washington State Department of Ecology          P.O. Box 47600          Olympia, WA 98504-7600</b>
Telephone Number:	<b>360-407-6225</b>
Fax Number:	<b>360- 407-7151</b>
E-Mail Address:	<b>Layne.Slone@ecy.wa.gov</b>
Designated Local Government Partners (if applicable):	

**PART II. PERFORMANCE MEASURES**

A. Water Quality Goal

Improved stormwater oversight and water quality protection through the direct development and implementation of a comprehensive stormwater management program.

B. Project Outcomes

Implementation of Phase I and II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.

**PART III. PROJECT DESCRIPTION**

RECIPIENT will address implementation or management of municipal stormwater programs. Additionally, the RECIPIENT's project will include project specific planning and design for a retrofit project which includes low-impact development techniques.

**PART IV. PROJECT BUDGET**

<b>Municipal Stormwater Capacity Grants Program, FY2014</b>	
<b>Elements/Objects</b>	<b>TOTAL ELIGIBLE COST (TEC)*</b>
Task 1 – Project Administration/Management (limited to \$5,000 ELSA Operating Funds)	<b>\$5,000</b>
Task 2 – Implementation And Management Of Stormwater Program	<b>\$45,000</b>
<b>Total (limited to \$50,000 per RECIPIENT partner)</b>	<b>\$50,000</b>
<b>*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.</b>	
<b>MATCHING REQUIREMENTS (There are no matching requirements)</b>	
DEPARTMENT Share FY 2014 (100% of TEC)	<b>\$50,000</b>

**PART V. SCOPE OF WORK**

RECIPIENT will ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work.

**Task 1 - Project Administration/Management**

- A. RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

- B. RECIPIENT will manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. RECIPIENT will maintain effective communication with the DEPARTMENT, RECIPIENT's designees; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this project in accordance with any completion dates outlined in this agreement.
- C. RECIPIENT will submit all invoice voucher submittals and supportive documentation to the DEPARTMENT's Project/Financial Manager.
- D. If work conducted results in a report, the RECIPIENT will submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:
- Draft project completion report – one electronic copy
  - Final project completion report – one paper copy, one electronic copy

RECIPIENT will submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

### **Task 2 – Implementation of Stormwater Planning and Management Needs**

- A. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT must ensure funds are used to attain compliance where applicable.
- B. RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.
- 1) Public education and outreach activities, including stewardship activities.
  - 2) Public involvement and participation activities.
  - 3) Illicit discharge detection and elimination (IDDE) program activities, including:
    - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
    - b) Staff training.
    - c) Activities to identify and remove illicit stormwater discharges.
    - d) Field screening procedures.
    - e) Complaint hotline database or tracking system improvements.
  - 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

- a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review and/or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
- a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
- Monitoring, including:
- a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
- a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:
- a) Illicit discharge testing equipment and materials.
  - b) Vactor truck or sweeper truck or MS4 maintenance activities.
  - c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
  - d) Software dedicated to tracking permit implementation activities.

## **PART VI. SPECIAL TERMS AND CONDITIONS**

None

## **PART VII. ALL WRITINGS CONTAINED HEREIN**

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements for the Municipal Stormwater Capacity Grants Program.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of Ecology Grants and Loans."
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable federal and state statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT, and made a part of this agreement, except that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties sign this grant agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF LAKEWOOD

\_\_\_\_\_  
KELLY SUSEWIND, P.E., P.G.      DATE  
WATER QUALITY PROGRAM MANAGER

\_\_\_\_\_  
JOHN CAULFIELD      DATE  
CITY MANAGER

Approved As To Form Only  
Assistant Attorney General

ATTEST:  
By: \_\_\_\_\_  
Alice M. Bush, MMC/AAE, City Clerk

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
Heidi Wachter, City Attorney

**ATTACHMENT I: General Project Management Requirements  
For 2013-15 Municipal Stormwater Capacity Grants Program  
Funding Agreement**

**A. ARCHEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:

<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and  
[http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance\\_000.pdf](http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf).

**B. EDUCATION AND OUTREACH**

RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

RECIPIENT must also check the Washington Waters website [http://www.ecy.wa.gov/washington\\_waters/index.html](http://www.ecy.wa.gov/washington_waters/index.html) for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy on a CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, and media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including drawings, photographs, or printouts of the product.

RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, then the RECIPIENT must produce all public outreach materials, pamphlets, fliers, meeting notices, reports, and other educational materials in English and in the other prevalent language.

### **C. EQUIPMENT PURCHASE**

RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

### **D. FUNDING RECOGNITION**

RECIPIENT must inform the public about DEPARTMENT funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

### **E. INCREASED OVERSIGHT**

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

### **F. INDIRECT RATE**

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

### **G. MINORITY AND WOMEN'S BUSINESS PARTICIPATION**

RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.

2013-15 Municipal Stormwater Capacity Grant Program  
 State Of Washington, Department Of Ecology

- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

**H. PAYMENT REQUEST SUBMITTALS**

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Reporting Eligible Costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>.

Required Forms:	Where Eligible Costs Have Incurred:
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C2 (ECY 060-9)	Form G (ECY 060-14)
Form D (ECY 060-11)	Form H (F-21)
	Form I (ECY 060-15)

## **I. POST PROJECT ASSESSMENT**

RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

## **J. PROCUREMENT**

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

## **K. PROGRESS REPORTS**

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The RECIPIENT must also attach all landowner agreements signed during the respective quarter to each progress report.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

## **L. REQUIRED DOCUMENT SUBMITTALS**

RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report – 1 copy.
- Electronic copy of final project completion report – 1 copy.
- Final project completion report – 1 copy.
- Educational products developed under this agreement – up to 2 copies.

- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements – 1 copy for the DEPARTMENT’s Project/Financial Manager.
- Professional services procurement agreements – 1 copy to the DEPARTMENT’s Project/Financial Manager.

## **M. SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY**

For either Snohomish County or King County: When this agreement crosses the RECIPIENT’s fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT’s governing body; provided that nothing contained herein will preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

## **N. WATER QUALITY MONITORING**

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology’s *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

RECIPIENT must submit the QAPP to the DEPARTMENT’s project manager for review, comment, and must be approved before starting the environmental monitoring activities.

RECIPIENT must use an environmental laboratory accredited by the DEPARTMENT to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology’s Environmental Assessment Program’s website, available at:

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the “ten-year rule.” The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to the DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

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<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

[eim\\_data\\_coordinator@ecy.wa.gov](mailto:eim_data_coordinator@ecy.wa.gov)

If GIS data is collected, the DEPARTMENT's data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

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**ATTACHMENT II: General Terms And Conditions**  
**Pertaining To Grant And Loan Agreements Of The Department Of Ecology**

**A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

**B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

**C. THIRD PARTY BENEFICIARY**

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

**D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

**E. ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

**F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

**G. KICKBACKS**

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

**H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

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State Of Washington, Department Of Ecology**

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

**I. PERFORMANCE REPORTING**

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

**J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

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3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

**K. TERMINATION**

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed

upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

#### **L. WAIVER**

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

#### **M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

#### **N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

#### **O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

#### **P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

#### **Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

#### **R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

**S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

**T. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington.

**U. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

**V. PRECEDENCE**

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

**W. SUSPENSION**

The obligation of DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. DEPARTMENT may also elect to suspend performance of the agreement until such time as DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED</b> November 4, 2013	<b>TITLE:</b> Approving the City's 2014 Legislative Policy Manual and Legislative Agenda	<b>TYPE OF ACTION:</b> <input type="checkbox"/> ORDINANCE NO. <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION 2013-53 <input type="checkbox"/> OTHER
<b>REVIEW:</b> October 28, 2013	<b>ATTACHMENTS:</b> 2014 Policy Manual 2013-2014 Legislative Agenda	

**SUBMITTED BY:** Heidi Ann Wachter, City Attorney

**RECOMMENDATION:** It is recommended that the City Council approve the 2014 Legislative Policy Manual and Legislative Agenda.

**DISCUSSION:**

The City has worked with Consultant Briahna Taylor of Gordon Thomas and Honeywell to produce a draft Legislative Policy Manual and Legislative Agenda for City Council's consideration. The Policy Manual and Agenda were developed during a City Council retreat held on October 5, 2013. An implementation plan has also been developed.

The Legislative Policy Manual is to serve as a framework for the City in developing a legislative agenda and evaluating legislative activity. The Legislative Agenda is more immediate and specific. The Agenda identifies specific items from within the parameters of the Policy Manual for particular focus and emphasis in the coming year. These items are selected based not only on the City's needs but also our assessment of potential opportunity. The implementation plan is specific to the point of detailing work to be done in preparation for and through the 2014 legislative session in order to advance our Legislative Agenda. - continued to page 2 -

**ALTERNATIVE(S):** City Council can modify the legislative policy manual and/or the legislative agenda.

**FISCAL IMPACT:** Not applicable.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

**DISCUSSION:** - continued

The legislative process is fast-paced and typically involves many issues going through the process at once. Formal adoption of a framework and agenda along with an effective implementation plan will position the City of Lakewood to be most effective in this process.

# CITY OF LAKEWOOD

## LEGISLATIVE POLICY MANUAL

### COMMUNITY, ECONOMIC DEVELOPMENT, TRANSPORTATION, AND INFRASTRUCTURE

#### **I-5 JBLM Corridor**

The City supports full funding of improvements to the I-5 Joint Base Lewis McChord Corridor to relieve congestion and allow for future economic development of Lakewood and the surrounding region.

#### **South Sound Military & Communities Partnership & Joint Base Lewis McChord**

The City is a strong partner with Joint Base Lewis McChord and a participant in the South Sound Military Communities Partnership (SSMCP). Joint Base Lewis McChord is an employment hub for the City of Lakewood. The SSMCP is a primary point of coordination for issues where the community and JBLM can work together to accomplish a common goal. The City of Lakewood supports the ongoing efforts of the SSMCP and supports policy decisions that assist JBLM.

#### **Economic Development Tools**

The City supports programs that may be developed to assist local governments in improvement of neighborhood residential and commercial area rehabilitation, through tax incentives, grants, loans and other programs. The City also supports legislation that provides economic development tools that the City may use if it so chooses. This legislation includes, but is not limited to: the multi-family housing tax incentive, tax increment financing, lodging tax, the Main Street Act (a series of small tax incentives for neighborhood business districts), complete streets grant program, community facility financing, shared state revenue for construction of convention and special event centers, additional shared state revenue for urban renewal and other public facility improvements, and innovative approaches to property tax assessment that reduces the current incentive to allow property to remain blighted.

#### **Annexation**

The City believes that annexation laws should encourage the logical development and expansion of the City to provide for a healthy and growing local economy and efficient services. The law should also facilitate and ease the annexation of unincorporated islands adjacent to City limits.

The City supports legislation that will further modify state annexation laws to reduce the administrative process of annexation and further encourage and incentivize annexation of existing unincorporated islands. A recent model that provides a temporary shift in sales tax revenue to incentivize very large annexations needs modification to recognize that most annexations involve far fewer than 10,000 people.

### **Boundary Review Board**

Boundary Review Boards are a quasi-judicial administrative body empowered to make decisions on such issues as incorporations, annexations, extensions of utilities, etc. by cities, towns, and special purpose districts. These Boards can approve, deny, or modify a proposal. Decisions are appealable to the Pierce County Superior Court. Because most issues are appealed to the Superior Court the City of Lakewood believes the Boundary Review Boards are duplicative and supports legislation that results in their elimination.

### **Local Authority for Land Use and Planning**

Local governments must maintain final decision making authority on local zoning, land use, and planning, including local zoning and regulation of house-banked card rooms and other businesses. Specifically, the City opposes any effort by either the State Legislature or Congress to preempt local land use or taxation authority.

### **Public Works Trust Fund**

The City supports reforming the Public Works Trust Fund by restoring its revenue sources, streamlining its processes, and allowing the Public Works Board to expand uses for its loan program and make other modernizations.

### **Parks, Recreation & Urban Forestry**

The City of Lakewood is in need of state assistance to improve, maintain and expand its local park system and the open space areas of the City. The City supports ongoing funding for the Washington Wildlife and Recreation Program (WWRP).

### **Local Transportation Funding**

The City supports a local funding component in future state transportation packages.

## **FINANCE**

### **State-Shared Revenues**

The City supports restoration and continued appropriation of committed state shared funds, such as Liquor Excise Taxes and Profits, Streamlined Sales Tax Mitigation, City-County Assistance Account, Municipal Criminal Justice Account, Annexation Sales Tax Credit, and public health funding. Support legislation that provides cities with tax revenue from the sale of marijuana.

### **General Fund Revenue**

The City supports legislation that will increase, expand, or favorably restructure its revenue-raising ability. In consideration of the continued growth in demand for services that exceed revenue growth and inflation, the City supports the following revenue options:

- Give local governments increased local option flexibility in all areas of taxing authority.
- Eliminate remaining non-supplanting language and restrictions on use of certain revenues in local option tax authority. This language excessively limits City Council discretion regarding funding priorities.

### **Unfunded Mandates & Other State & Federal Budget Impacts**

Mandates from the Federal and State governments are rarely accompanied with adequate new revenues or taxing authority, but instead force the City to reduce funding levels for other services. The City opposes efforts by Congress and the State Legislature to balance budgets by shifting responsibilities to cities.

## **PUBLIC SAFETY**

### **Authority to Appoint Municipal Court Judges**

The City supports cities' ability to appoint a municipal court judge and to maintain courts and supports further technical and financial assistance for the administration of municipal courts.

### **Traffic Enforcement Cameras**

The Legislature has authorized local government to use traffic enforcement cameras in limited situations, including red light enforcement at certain intersections and speed control in school zones. Traffic enforcement cameras have proven to be a success in reducing instances of speeding and violation of traffic signals. The City supports the use of traffic enforcement cameras. The City also supports legislation allowing images from traffic enforcement cameras to be used by law enforcement in criminal cases if there is probable cause.

### **Jail and Court Costs**

The City supports legislative proposals that reduce jail and court costs, and maintain the City's flexibility in providing jail and court services. The City supports additional funding for local grants through the Office of Public Defense, and clarifying local authority to set standards for public defenders. The City also supports maintaining the flexibility to select the most appropriate manner in which to provide jail services.

## **GENERAL GOVERNMENT**

### **Public Records & Open Meetings**

The City respects the right of the public to have access to legitimate public records and documents. The City believes its ability to recover the costs of searching for, gathering and reviewing requested documents is also in the public's interest. The City supports reasonable reforms to the public records act. The City opposes requiring the recording of executive sessions or other restrictions on legitimate uses of executive sessions.



## **City of Lakewood, Washington** **2013-14 Biennial Legislative Agenda** *Revised for the 2014 Legislative Session*

### **Transportation Funding: I-5 JBLM Corridor Improvements** *(If not adopted in 2013)*

Lakewood requests that the state adopt a transportation revenue package that includes full funding for improvements to the Joint Base Lewis McChord I-5 Corridor (I-5/Mounts Rd Interchange on the south to the I-5/Bridgeport Interchange on the north) to relieve congestion and allow for the future economic development of the City of Lakewood and the surrounding communities. The City also requests that a transportation revenue package include a direct distribution of funding to cities for local street maintenance and operations.

### **Capital Funding Request: Towne Green**

Lakewood requests \$500,000 in capital funding to foster a sense of community and spur economic development in the Lakewood Towne Center. With state and local funds, the City plans to construct a town green in an area of the Lakewood Towne Center to attract a greater number of people into the Towne Center.

### **Mitigation Funding Request: Point Defiance Bypass**

The Point Defiance Bypass Project proposes routing passenger trains through south Tacoma, Lakewood, and DuPont at the cost of \$89 million. When completed, the project will bring a total of seven daily round trip passenger trains through Lakewood intersections, with an average crossing time of 7 seconds per intersection, 45 seconds total with guard rails, and a maximum speed of 79 mph. This routing bifurcates the community and negatively affects residents and businesses by generating additional traffic congestion, increased noise and vibrations, and impact on economic development. The City requests that a portion of the \$89 million allocated to WSDOT Rail for the project be allocated to projects that mitigate these negative impacts on Lakewood residents and businesses.

### **Maintain Funding for the Western State Hospital Community Policing Program**

The 2013-15 State Operating Budget contains \$462,000 for a highly effective neighborhood policing team (through LPD) to respond to hundreds of calls for police service at Western State Hospital. The City of Lakewood requests that this funding remain included in the budget, and that it be re-appropriated in the 2015-17 Operating Budget.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED</b> November 4, 2013	<b>TITLE:</b> Authorizing the City Manager to approve the contract with the Gordon Thomas Honeywell for Governmental Affairs	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION — MOTION 2013-54 — OTHER
<b>REVIEW:</b> October 28, 2013	<b>ATTACHMENTS:</b> 2014 Governmental Affairs Contract	

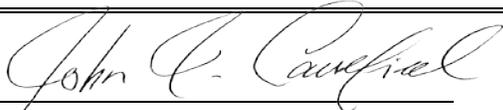
**SUBMITTED BY:** Heidi Ann Wachter, City Attorney

**RECOMMENDATION:** It is recommended that the City Council approve a contract with Gordon Thomas Honeywell Governmental Affairs.

**DISCUSSION:** The City has contracted with Gordon Thomas Honeywell Governmental Affairs since 2008 to lobby items on the legislative agenda and those that advance our issues as detailed in the legislative policy manual. Lobbying includes activities beyond traditional lobbying that are time-intensive, such as coalition building and planning, support network outreach, and strategic messaging. In particular, these components will be used to build a coalition of support for the I-5 JBLM Corridor and to elevate the visibility and competitiveness of the project. Continuing with Gordon Thomas Honeywell allows the City to build on relationships established on our behalf while moving to a new lobbyist will sacrifice the extensive knowledge of our community that our current lobbyist has developed. In-house representation is an unrealistic option given the nature of the work which requires constant attention and the expertise during the legislative session.

**ALTERNATIVE(S):** The City Council could decline to authorize the contract, which would require the City to either find an alternative or proceed without a designated lobbyist.

**FISCAL IMPACT:** The 2014 Gordon Thomas Honeywell Governmental Affairs totals \$55,000 and aligns with the scope of work needed to implement the City’s 2014 legislative agenda, particularly the work around securing funding for the I-5 JBLM Corridor and mitigation funding for the Point Defiance Bypass Project.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

# **CITY OF LAKEWOOD AGREEMENT FOR SERVICES**

This Agreement for Services (Agreement) is between the City of Lakewood, Washington (City) and Gordon Thomas Honeywell Governmental Affairs (Contractor).

## **AGREEMENT:**

### **1. SCOPE OF SERVICES**

A. The Contractor shall provide to the City the following services:

- 1) Contractor shall advise and assist in planning state legislative information and lobbying efforts for the City during the term of this contract.
- 2) Contractor shall monitor specific state legislation designated by the City, relevant legislative committees, state agencies, rule making, and the activities of appropriate interest groups which pertain to the stated interests, goals and objectives of the City. Contractor shall identify opportunities in a timely manner for City staff and elected officials to testify before legislative committees and subcommittees with respect to proposed legislation; shall communicate such opportunities to the City; shall assist in preparation of testimony to be given; shall prepare witnesses as requested and testify on behalf of the City when requested.
- 3) Contractor shall represent the City's legislative objectives with members of the Washington State Legislature; the Governor's office, appropriate legislative committees, state agencies and legislative staff. In addition, Contractor shall maintain effective liaison with major public interest groups and coalitions, including, but not limited to, the Association of Washington Cities.
- 4) During session, Contractor shall provide the City with oral activity reports weekly or more frequently as needed. At least semi-monthly during session, the Contractor shall provide a written update of the status of proposed legislation of particular interest to the City. At other times, written reports will be provided as requested by the City.
- 5) Contractor shall attend meetings of the City Council and City staff as may be requested by the City in order to brief City Officials on the status of legislative activities. The initial meeting will occur at the direction of the City.

- 6) Contractor will assist in the drafting, revising and obtaining sponsors for bills requested by the City. Additionally, the Contractor will work to obtain necessary support on bills by scheduling meetings with legislators, legislative staff, and others on legislation of interest to the City.
- 7) Contractor will meet, communicate and work with City staff, as necessary, to insure that specific technical issues are clearly and appropriately delineated and articulated.

## **2. COMPENSATION**

The City of Lakewood shall pay Consultant an annual fee of \$55,000 to complete the services listed in the Scope of Services, which shall be divided into twelve equal payments. In addition to fees, Consultant may bill communication expenses, such as travel, and long distance charges. Expenses shall not exceed \$1,000 for the term of the contract.

## **3. BILLING AND PAYMENT PROCEDURE**

On or before the 15<sup>th</sup> day of each month, Contractor shall submit to the City a request for monthly payment for work performed during the previous month, which shall be processed by the City in the normal course.

## **4. EFFECTIVE AND TERMINATION DATES**

- A. This Agreement shall be effective as of January 1, 2014, through December 31, 2014.
- B. This Agreement may be extended by mutual written agreement of the Contractor and the City.

## **5. EARLY TERMINATION OF AGREEMENT**

- A. The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- B. The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in the sole discretion of the City.
- C. Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice

may terminate the Agreement at any time thereafter by giving a written notice of termination.

**6. PAYMENT ON EARLY TERMINATION**

In the event of termination under section 5 hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

**7. CITY PROJECT MANAGER**

- A. The City Project Manager shall be designated by the City Manager.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other actions referred to herein.

**8. COMPLIANCE WITH LAWS**

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations.

**9. MAINTENANCE OF RECORDS**

The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit and copying for three years from the date of completion or termination of this Agreement.

**10. AUDIT OF PAYMENTS**

- A. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by Section 9.
- B. If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

**11. INSURANCE**

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all

such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

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

**12. INDEMNIFICATION**

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

**13. SUBCONTRACTING**

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder.

**14. ASSIGNMENT**

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

**15. CONTRACTOR'S PERSONNEL**

The Contractor shall designate Tim Schellberg and Briahna Taylor as the primary consultants to represent the City of Lakewood to perform the work set forth in this Agreement. The services detailed in the Scope of Services shall be performed solely by Tim Schellberg and Briahna Taylor. Support work required to carry out the services may be delegated when necessary at the discretion of the Contractor. Provided, however, that any change in primary consultants representing the City must be approved in writing by the City.

**16. INDEPENDENT CONTRACTOR STATUS**

- A. The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- B. The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including, without limitation, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**17. REGISTRATION AND REPORTING AS LOBBYIST**

Contractor shall be responsible for compliance with all requirements of chapter 46.17 RCW with regard to the activities Contractor engages in pursuant to this Agreement. Except as otherwise required by law, the City will not register the Contractor as a lobbyist or otherwise report the activities of the Contractor.

**18. NOTICE**

- A. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:                    John Caulfield  
   City Manager  
   6000 Main Street S.W.  
   Lakewood, Washington 98499

If to Contractor:                Tim Schellberg  
   Gordon Thomas Honeywell Governmental Affairs  
   1201 Pacific Avenue Suite 2100  
   Tacoma, Washington 98401

**19. AMENDMENTS**

The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Any amendment that increases the amount of compensation payable to the Contractor must be approved by the City Manager. The Project Manager may agree to and execute any other amendment on behalf of the City.

**20. AVOIDANCE OF POTENTIAL CONFLICT**

- A. It is agreed that the nature of the work may result in direct conflicts of interest between the City and other clients that the Contractor may represent currently, or in the future. In these instances, the Contractor will immediately inform the City. The parties will attempt to identify the possibility of such instances before they occur. The Contractor shall not advocate or promote any legislative objectives on behalf of existing or potential clients that are determined by the City to be in conflict with the City's legislative objectives.
- B. Contractor shall provide written notice to the City of all current and any new clients obtained after the start of the contract. Contractor will not accept new clients if doing so would create conflicts of interest for the Contractor or would otherwise impair the Contractor's ability to fully perform the obligations of this contract.

**22. 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 attorney's fees.

**23. APPLICABLE LAW**

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

**24. CAPTIONS, HEADINGS AND TITLES**

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any

determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

**25. SEVERABLE PROVISIONS**

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**26. ENTIRE AGREEMENT**

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

**27. COUNTERPARTS**

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF LAKEWOOD**

**CONTRACTOR**

\_\_\_\_\_  
John Caulfield, City Manager  
City of Lakewood  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Tim Schellberg  
Gordon Thomas Honeywell  
Dated: \_\_\_\_\_

Attest:

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

Approved as to form:

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

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 4, 2013	<b>TITLE:</b> Motion to ratify the Interlocal Cooperation Agreement for Use in Distribution of Funds and Allocation of Resource Pursuant to the 2013-2015 Washington Auto Theft Prevention Grant Award.	<b>TYPE OF ACTION:</b> — ORDINANCE — RESOLUTION NO. <u>  x  </u> MOTION 2013-55 — OTHER
<b>REVIEW:</b> None	<b>ATTACHMENTS:</b>	

**SUBMITTED BY:** Bret Farrar, Chief of Police

**RECOMMENDATION:** It is recommended that the City Council approve, by motion, the Interlocal Cooperation Agreement for use in distributing and allocating resources pursuant to the 2013-2015 Washington Auto Theft Prevention Grant Award. The City of Lakewood’s Police Department received a grant in the amount of \$871,744.37 to fund a multi-jurisdictional team whose purpose is to combat auto theft. The City of Lakewood is the Lead Administrative Agency selected to administer the grant funds. This agreement sets out the obligations and duties of each agency involved in receipt of the funds or that will otherwise participate in the multi-jurisdictional task force.

**DISCUSSION:** The City of Lakewood has traditionally been the Lead Administrative Agency for distribution and allocation of funds provided by the Washington Auto Theft Prevention Grant. In maintaining the leadership role, the City of Lakewood’s Police Department will host the ACE Task Force Board while participating in the grant funded activities along with the TF partners.

**ALTERNATIVE(S):** The grant award was approved by Council in August 2013. Not accepting the Interlocal agreement will void the relationship upon which the grant was awarded and Lakewood Police Department would have to decline further participation in this grant.

**FISCAL IMPACT:** Accepting the agreement allows the police department to continue the program with an LPD grant funded auto theft investigator and the grant funded vehicle assigned to that investigator. Lakewood will pay for related overtime incurred from general fund while salary and benefits will be paid from state grant funds. The Interlocal agreement will require the work of numerous administrative staff throughout the lifetime of the grant and this will be considered part of a match contribution as will the overtime paid from general fund.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

INTERLOCAL COOPERATION AGREEMENT FOR  
USE IN DISTRIBUTION OF FUNDS AND ALLOCATION OF RESOURCES  
PURSUANT TO THE 2013-2015 WASHINGTON AUTO THEFT PREVENTION GRANT  
AWARD

I. PARTIES

The parties to this Agreement are the municipalities of Lakewood, Tacoma, Fife, Sumner, Bonney Lake, Puyallup, on behalf of their respective police departments, The Pierce County Sheriff's Department, The Pierce County Prosecuting Attorney's Office, Washington State Patrol, Pierce County Public Transportation Benefit Area Corporation Pierce Transit (Pierce Transit), and the Washington Auto Theft Prevention Authority (WATPA).

II. AUTHORITY

THIS AGREEMENT is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

III. PURPOSE

The parties desire to establish and maintain a multi-jurisdictional team to effectively respond to, prevent and investigate auto theft and related crimes. This Agreement is not intended to replace any previously executed interlocal agreements by the parties to provide backup law enforcement services.

IV. FORMATION

There is hereby created a multi-jurisdictional task force to be hereafter known as "Auto Crime Enforcement (ACE)", the members of which shall be the municipalities of Lakewood (LPD), Fife (Fife PD), Sumner (Sumner PD), Bonney Lake (Bonney Lake PD), Puyallup (Puyallup PD), Tacoma (Tacoma PD), as well as the Pierce County Sheriff (PCSO), The Pierce County Prosecuting Attorney's Office, the Washington State Patrol (WSP) and Pierce Transit, The Task Force will be managed by a ACE/WATPA Board, hereinafter referred to as "The Board" in a manner that is consistent with the provisions of the Task Force Policy Manual (Appendix B) and organized in a manner consistent with Appendix A. The Board will be comprised of members from each of the partner agencies and WATPA and will meet on a quarterly basis at a minimum

V. STATEMENT OF PROBLEM

Whereas, the named entities recognize a need for proactive regional cooperation to address the problems created by auto theft within the region; and

Whereas the Washington State Legislature has recognized that automobiles are an essential part of our everyday lives and that the family car is typically the second largest investment a person has so that when it is stolen, it causes a significant loss and

inconvenience to people, imposes financial hardship, and negatively impacts their work, school, and personal activities. Appropriate and meaningful penalties that are proportionate to the crime committed must be imposed on those who steal motor vehicles; and

Whereas, law enforcement agencies throughout the County have determined that a concentrated and coordinated effort is critical to an effective statewide response to vehicle theft and have agreed to provide mutual aid and share resources as necessary to further the interests outlined in the application for the 2013-2015 Washington Auto Theft Prevention Grant, NOW THEREFORE, the parties agree as follows:

#### VI. TEAM OBJECTIVES

Individuals from each of the participating jurisdictions (as well as non-participating jurisdictions) will be consolidated and form ACE. ACE will service jurisdictions within Pierce County with emphasis on the participating jurisdictions. The object shall be to provide a consolidated response from each jurisdiction by utilizing the training of each assigned officer, equipment funded by the WATPA grant, and to prosecute crimes related to auto theft by use of a specifically allocated Pierce County Prosecutor. Each participating agency shall solicit a representative to serve as a member of the Board.

#### VII. DURATION AND TERMINATION

This agreement shall commence on July 1, 2013 and continue until WATPA Auto theft Prevention Grant funds are no longer available or until June 30, 2015. It is the parties' intent to be bound by the terms of this agreement without need for further extensions upon written notice to each participating jurisdiction that additional funding has been authorized beyond June 30, 2015.

Any party may withdraw from the Agreement upon the giving of thirty (30) days written notice of intent to withdraw to the Board. Withdrawal prior to the grant's expiration means that the withdrawing party is no longer eligible for related grant funds beyond reimbursement for approved grant expenditures that were accrued prior to withdrawal. Termination of this agreement and/or withdrawal of a party shall not terminate paragraph XVII hereof with respect to the withdrawing party as to any incident arising prior to the withdrawal of the party and paragraph XVII shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination. The parties may terminate this contract by mutual agreement in writing.

#### VIII. NOTICE

To provide notice for termination or other processes relative to this agreement, notice may be sent to as well as to the City of Lakewood as Lead Administrative Agency.

Washington Auto Theft Prevention Authority c/o  
Mr. Michael Painter, Executive Director  
3060 Willamette Dr. NE, Suite 101  
Lacey, WA 98516

City of Lakewood Police Department  
9401 Lakewood Dr. SW  
Lakewood, WA 98499  
Attn: Faye Landskov

## IX. ADMINISTRATION

The City of Lakewood through its Police Department is the recipient of a grant awarded by WATPA with which it contracts directly, and shall serve as the Lead Administrative Agency for purposes of this Agreement. The Lead Administrative Agency shall be responsible for all purchases of equipment, and for establishing proper accounting procedures, audit trail, and the collection and provision of required reports and statistics. In addition, the Lead Administrative Agency shall review all bills that are being submitted by other agencies for reimbursement to ensure that those bills comply with grant policies and regulations prior to submitting them to WATPA for payment. All other participants shall be considered Sub recipients.

## X. COMMAND AND CONTROL

In the event of a mobilizing incident, the primarily responsible agency will be the agency in whose jurisdiction the incident has taken place. The primarily responsible agency shall appoint a command level officer to serve as Incident Commander, the officer in charge of the local event. The incident Commander retains full authority and control throughout the incident and shall make any decision as to the resolution of the incident. When the members of ACE who are not grant funded are not specifically investigating or otherwise working on auto theft prevention cases, the members will work on cases assigned by their individual agencies.

## XI. PRESS RELEASES

All agencies participating in this agreement will make press releases only through the designee of the agency in whose jurisdiction the incident has taken place, or such press releases may be made through the Board, if agencies have concurrent jurisdiction.

## XII. EQUIPMENT, TRAINING AND BUDGET

The City of Lakewood is the recipient of a \$871,744.00 grant for the 2013-2015 WATPA Grant Period July 1, 2013 – June 30, 2015. Grant Funds have been allocated for specific use and in the amounts provided in Attachment “A”. In addition, The City of Lakewood will lease one vehicle for the duration of the Grant and the costs to the City that are associated with the leased vehicle will be reimbursable.

Each agency is authorized to use the Automated License Plate Reader (ALPR). (Officers using ALPR must ensure that the use is consistent with his or her agency’s use policy.) Scheduling for the use of those items will be accomplished through the Lakewood Police Department’s Designee and in a manner consistent with Attachment “B”. Each agency agrees that the maintenance, repair or replacement of any equipment shall be the responsibility of the Agency in whose care the equipment was when it required repair or was lost or stolen.

(See Attachment B). Each agency agrees to make repairs or replacements within 30 days unless otherwise agreed.

### XIII. OVERTIME

Overtime funds are limited and shall not exceed \$10,000 dollars. Overtime expenditures must be pre-approved and will only be subject to reimbursement if (1) the activity is specifically related to auto theft prevention efforts and (2) funds are available. When funds are expended, no overtime expenditures will be authorized by ACE or WATPA. For this reason, available funds for reimbursement will be distributed according to the applicable provisions of the Task Force Policy Manual until those funds are depleted.

### XIV. DISTRIBUTION OF ASSETS UPON TERMINATION

At the termination of this agreement, any assets acquired by the City of Lakewood Police Department with grant funds shall become the property of the City of Lakewood.

### XV. REIMBURSEMENT OF FUNDS

All agencies requesting reimbursement for approved expenditures must submit appropriate invoices and itemized receipts no more frequently than once each month for actual expenses. Each reimbursement request must contain a completed reimbursement request expenditure form as provided in Attachment C. Reimbursements will be made for actual expenses based upon the available budgeted amounts provided in Attachment "A". The Sub recipient will be responsible for timely submittal of billing documentation and data reporting to the Lead Administrative Agency. Expenditures made prior to the award date or after the grant expiration date are not authorized and will not be reimbursed. The Sub recipient must assist the Lead Administrative Agency in monitoring the activities attributed to the WATPA grant.

Sub recipients seeking reimbursement must send all documentation to the City of Lakewood at the following address:

City of Lakewood Police Department  
9401 Lakewood Dr. SW  
Lakewood, WA 98499  
Attn: Faye Landskov

WATPA shall reimburse Sub recipient agencies on a timeline to be determined by WATPA. Reimbursements will be made in accordance with the City of Lakewood's reimbursement policies in Attachment "D". Requests for reimbursement for per diem (meal expenditures) must be accompanied by a receipt itemized to show the item purchased. Copies of timesheets are required for overtime reimbursement. Reimbursement will be made only up to the amount of the limit of the award as indicated in Attachment "A". Any cost beyond that will be absorbed by the employee's original agency.

## XVI. RECORDS

Each jurisdiction shall maintain records related to ACE for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the Lead Administrative Agency. All records shall be available for full inspection and copying by each participating jurisdiction. Records related to ACE include but are not limited to Quarterly Progress Reports (Attachment E), Invoices, and Requests for Reimbursement along with supporting documentation. (The Quarterly Program Report and Invoice can be obtained on line at <http://WATPA.WSPC.ORG> .)

## XVII. POLITICAL ACTIVITIES PROHIBITED

No award funds may be used in working for or against ballot measures or for or against the candidacy of any person for public office.

## XVIII. LIABILITY/ INDEMNIFICATION

Each entity shall be responsible for the wrongful or negligent actions of its employees while assigned to ACE as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.

- a. To that end, each entity promises to hold harmless and release all other participating Cities, WSP, County, other participating entities and the WATPA from any losses, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
- b. Nothing herein shall be interpreted to:
  1. Waive any defense arising out of RCW Title 51.
  2. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.
  3. Cover or require indemnification or payment of any judgment against any individual or entity for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or entity. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and /or his or her employer, should that employer elect to make said payment voluntarily. This

agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

#### XIX. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all of the parties reflected hereon as the signatories.

#### XX. FILING

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the required City Clerks, the County Auditor or, alternatively, listed by subject on the public agency's website or other electronically retrievable public.

#### XXI. AMENDMENTS

This Agreement may only be amended by written agreement of all the undersigned cities.

#### XXII. SEVERABILITY

If any section of this Agreement is adjudicated to be invalid, such action shall not affect the availability of any section not so adjudged.

#### XXIII. AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

CITY OF LAKEWOOD

WASHINGTON STATE PATROL

\_\_\_\_\_  
City Manager, Lakewood      Date

\_\_\_\_\_  
John R. Batiste, Chief      Date

Attest:

Attest:

\_\_\_\_\_  
Alice M. Bush, MMC  
Date

\_\_\_\_\_  
City Clerk  
Date

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
Shannon Inglis  
Assistant Attorney General

PIERCE COUNTY SHERIFF

PIERCE COUNTY PROSECUTING  
ATTORNEY

\_\_\_\_\_  
Paul Pastor, Pierce County Sheriff, Date

\_\_\_\_\_  
Pierce County Prosecutor

Attest:

Attest:

\_\_\_\_\_  
City Clerk      Date

\_\_\_\_\_  
City Clerk      Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Deputy Prosecuting Attorney

CITY OF TACOMA

\_\_\_\_\_  
T.J. Brodnax, City Manager      Date

Attest:

\_\_\_\_\_  
City Clerk      Date

Approved as to Form:

\_\_\_\_\_  
Elizabeth Pauli, City Attorney

PIERCE TRANSIT

\_\_\_\_\_  
Lynn Griffith, CEO      Date

Attest:

\_\_\_\_\_  
Wayne Fanshier  
Vice President of Finance

Approved as to Form:

\_\_\_\_\_  
Dana Henderson, General Counsel

CITY OF PUYALLUP

\_\_\_\_\_  
City Manager, Puyallup      Date

Attest:

\_\_\_\_\_  
Brenda Arline, City Clerk      Date

Approved as to Form:

\_\_\_\_\_  
Kevin Yamamoto, City Attorney  
General

CITY OF FIFE

\_\_\_\_\_  
Dave Zabell, City Manager      Date

Attest:

\_\_\_\_\_  
City Clerk      Date

Approved as to Form:

\_\_\_\_\_  
Loren Combs, City Attorney

CITY OF SUMNER

CITY OF BONNEY LAKE

\_\_\_\_\_  
Dave Enslow, Mayor                      Date

\_\_\_\_\_  
Neil Johnson Mayor,                      Date

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Bret Vinson, City Attorney

\_\_\_\_\_  
City Attorney

Attachment A

Budget and Overtime Awards

WATPA Grant Budget  
Breakout

Description	Amount	Used By
Salary & Fringe Bene	\$245,544.00	PC
Pros.	\$290,400.00	Prosecutor
Overtime for team *	\$10,000.00	Various
LPD Officer	\$250,800.00	LPD
Office Lease	\$13,000.00	TEAM
Training	\$5,000.00	TEAM
Media for Public Service	\$4,000.00	
Leased Vehicles **	\$12,000.00	LPD
PE/PI Funds	\$ 16,000.00	TEAM
Lariat	\$25,000.00	TEAM

Overtime expenditures must be preapproved and will be distributed according to the provision of the Task Force Policy Manual and as grant funds are available. Overtime expenditures shall not exceed \$10,000.00.

\*\* The monthly costs associated with vehicles leased by the City of Lakewood are subject to reimbursement with appropriate documentation until expiration of the grant period. The total available funds for leased vehicle costs shall not exceed \$12,000.00 collectively.

## Attachment B

### Use of Equipment

The parties agree that the use of equipment purchased by the ACE Funds shall primarily be for ACE although it is the intent of the parties to use the purchased equipment throughout Pierce County and in jurisdictions that are not parties to this agreement. Each party shall keep records of how the equipment has been used to serve the efforts of auto theft prevention for grant statistical purposes and shall provide those statistics to the Lakewood Police Department on a quarterly basis.

Further, each party to this agreement may schedule to use the ALRP or other purchased equipment through the Lakewood Police Department's Designee in a manner consistent with the Washington Association of Sheriff and Police Chiefs (WASPC) use and access policy now and hereinafter adopted. The parties further agree that the jurisdiction/party using the equipment bears the cost of replacement or repair of the property should the item need repair or be stolen while in the possession of the sub recipient.

Attachment C

Expenditure Reimbursement Request Forms

Washington Auto Theft Prevention Authority  
Grant Award Expenditure Reimbursement Request

Agency seeking reimbursement:	
Remit payment address:	
Award number:	
Billing for the Month/Year of:	

Description	Total Budget	Total Prior Billings	Current Billing	Total Billing to Date	Award Balance
A. Personnel				0.00	0.00
B. Employee Benefits				0.00	0.00
C. Overtime				0.00	0.00
D. Consultants/Contracts				0.00	0.00
E. Travel/ Training				0.00	0.00
F. Other Expenses				0.00	0.00
G. Equipment/Technology				0.00	0.00
H. Public Outreach				0.00	0.00
I. Prosecution				0.00	0.00
<b>Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

I hereby certify that the items and totals listed herein are proper charges for materials, merchandise or services furnished under the contract with the Washington Auto Theft Prevention Authority.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name/Title \_\_\_\_\_ Phone Number \_\_\_\_\_

<b>WATPA APPROVAL</b>	
Signature	Date
<b>Michael Painter, WATPA Executive Director</b>	
Printed Name/Title	

Attachment D

City of Lakewood Reimbursement Policy

<b>SECTION:</b>  <b>GENERAL PROVISIONS</b>			<b>SUBJECT:</b> <b>REIMBURSEMENT FOR EXPENSES</b>  <b>INDEX NO: 100-02</b>		
Effective Date: 12/01/99	Supersedes: N/A	Page No: 1 Of 2	Prepared By: Debra Young	HR & Services Director's Approval:	City Mgrs. Approval:

**1.0 PURPOSE:**

To provide a procedure for reimbursement of business expenses.

**2.0 ORGANIZATIONS AFFECTED:**

All departments/divisions.

**3.0 REFERENCES:**

City's Travel Policy R95-17 (Nov. 13, 1995) (See Attached)

**4.0 POLICY:**

It is the policy of the City of Lakewood to reimburse employees consistent with R95-17 for authorized reasonable and customary expenses properly documented and actually incurred in connection with the conduct of City business.

- 4.1** The City shall reimburse employee expenses for authorized transportation, lodging, meals (excluding alcohol), meetings, conferences, or other authorized activities incurred by such employees in connection with officially assigned duties.
- 4.2** Employees conducting City business are representatives of the City and are expected to maintain a high level of professionalism and follow all City policies and procedures.
- 4.3** Use of personal automobiles by employees in connection with officially assigned duties and other travel for approved public purposes when City owned vehicles are not available shall be reimbursed upon submission of a duly certified claim form at the rate identified in Resolution 95-17.

**Subject:** Reimbursement of Expenses

**Index**      **No.:** 700-11  
**Page No.:** 2 of 2

**4.4** Claims for reimbursement shall be certified by the employee on a City Expense Claim form approved by the appropriate Department Director and submitted to the Finance Department, no later than fifteen (15) days after completion of the travel or authorized activity. Exceptions will apply as identified in R95-17.

**4.5** In the case of lost or non-available receipts, certification is required for all reimbursements. Certification is to be made on the No-Receipt Certification form.

**5.0 DEFINITIONS:**

Not applicable.

**6.0 PROCEDURE:**

**6.1** An employee's supervisor must authorize any business-related expenses in advance including business meetings and working lunches conducted at non-City owned facilities. Under normal circumstances, employees should use the most efficient mode of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments.

**6.2** Employees should provide their supervisor with a copy of their itinerary before leaving on business travel. Employees who are traveling to the same event should try to jointly schedule their transportation and lodging to minimize cost.

**6.3** Any business expenses not authorized by R95-17 will not be paid or reimbursed and are the employee's personal responsibility. If prohibited expenses are charged to the City, it is the employee's responsibility to immediately reimburse the City.

City of Lakewood  
Administration  
**CITY-WIDE**  
**Policies & Procedures**

<b>SUBJECT:</b> Travel Policy				<b>INDEX:</b> Travel Policy	
				<b>NUMBER:</b> Travel Policy: 002	
<b>Effective Date:</b> 2/15/07	<b>Supersedes:</b> Travel Policy 001	<b>Page</b> 1	<b>Of:</b> 9	<b>Prepared By:</b> Sherri Gordon Galen Kidd	<b>Approved By:</b>

**ARTICLE I: POLICY**

1. **PURPOSE:** The purpose of this policy is to establish the City's travel policies and to delineate those valid business expenses for which payment or reimbursement may be sought by employees, officials and volunteers of the City. Personnel traveling for the purposes of and funded by grant money will rely on the provisions of this policy in instances where the individual grant has no guidelines.
2. **PERSONS AFFECTED:** This policy applies to City employees, City officials, and volunteers of the City of Lakewood, hereafter referred to as "authorized staff."
3. **REFERENCES:** Internal control procedures of Finance, Chapter 42.24 RCW, Policy 500-14 Use of City Vehicles, Safety Policy 1400-01 Driving Licensure, and current credit card policy of the city.
4. **POLICY STATEMENT:**
  - A. It shall be the policy of the City of Lakewood to allow the attendance and participation of authorized staff at meetings, conventions and seminars (hereafter referred to as events) where such participation is determined to be in the best interests of the City.
  - B. All subsistence rates, allowances and payments provided under this policy shall be paid when authorized staff is engaged in City business and where the attendance or participation at events has been authorized in advance by the approval authority. The City Manager shall be the approval authority for City employees and volunteers, and the City Council shall be the approval authority for the City Manager and/or City officials; provided, however, that an elected official shall not be required to obtain approval of the City Council to travel on City business unless and until that elected official has expended over one-seventh (1/7th) of the total travel related budget allocated for the entire City Council for the year in which such expenses are incurred, or because of the travel expenses anticipated to be incurred in that elected official's travel would reasonably be expected to cause that the elected official's travel expenses to exceed one-seventh (1/7th) of the total travel related budget allocated for the entire City Council for the year in which such expenses are incurred.
  - C. Travel expenses that are not otherwise provided may be paid by the City by the use of either:

- (1) the receipt method; or
- (2) the per diem method.

**Only one method must apply for the entire trip.**

When the receipt method is used, receipts, proof of payment documentation, or certification in the case of lost or non-available receipts are required for all reimbursements. Such documentation shall be provided to the Finance Department within five (5) business days of returning from travel.

When the per diem method is used, a Travel Expense Voucher must be completed and submitted to the Finance Department within five (5) business days of returning from travel.

D. If authorized staff desires to have their family members or guests accompany him/her on any City related travel, the authorized staff shall advise the City at the time the advanced travel request is made. The authorized staff shall provide payment of any costs for family members or guests so that no obligation by the City exists during any period of time.

E. When travel costs and/or registration or other fees have been paid by the City on behalf of the authorized staff, and that the authorized staff fails, without good cause to attend the event said staff shall reimburse the City the amount paid by the City. Questions of good cause shall be determined by the approval authority.

Operating city owned vehicles requires a valid Washington State driver's license. Employees shall provide proof of a current and active Washington State driver's license to the Human Resource Department. . It is the responsibility of the employee to provide Human Resources copies of the active driver's license including any conditions and situations that may impact the employee's driver's license. When using a personal vehicle for City business, proof of a valid Washington State driver's license and valid insurance is required.

F. The City shall pay for the least costly and/or appropriate mode of transportation to the destination.

G. The City shall not reimburse more than the reasonable cost of travel.

H. All out-of-state travel must be pre-approved by the approval authority before the commitment of liability against the City of Lakewood for payment.

## **ARTICLE II: DEFINITIONS**

1. **ADVANCE TRAVEL PAYMENT** – Payment in advance for out-of-pocket travel expenses for authorized travel may be made from an advanced travel fund. Travel advances are not intended for travel tickets, pre-registration fees, prepaid lodging or other such items which can normally be billed to the City, paid through the regular accounts payable system, or City credit card.
2. **APPROVAL AUTHORITY** – The City Manager or designee shall be the approval authority for City employees and volunteers. The City Council shall be the approval authority for the City Manager and/or City officials except as provided under Article 4.B. above.

3. AUTHORIZED STAFF –City Employees, City officials, and volunteers of the City of Lakewood.
4. CITY EMPLOYEES –All regular, temporary or seasonal employees of the City of Lakewood, whether full-time or part-time and whether represented by a bargaining unit or not, including but not limited to the City Manager, department heads, supervisory or management employees.
5. CITY OFFICIALS:
  - 5a. ELECTED OFFICIALS –Members of the City Council holding current office, whether they have been elected to that position or appointed to fill a vacant position on the City Council.
  - 5b. APPOINTED OFFICIALS –All members of City boards, commissions or committees, who are not employees of the City but who have been appointed to represent the City as a non-paid volunteer on such board, commission or committee.
6. CONTRACT EMPLOYEE –An individual working under contract for the City in the performance of a specific project who is not a regular employee or may not be on staff, but a member of an organization allied with the City on a specific project who might represent the City at approved events or as an agent of the City on a specific, contracted project.
9. EVENTS –For purposes of this policy, events refer to a conventions, seminars and meetings, for municipal, political, educational and professional purposes for which attendance by authorized staff is beneficial to the City of Lakewood.
7. GUESTS – Any person(s) other than employees, City officials or authorized volunteers for the City of Lakewood. Guests may include relatives of the employee/City official/ volunteer.
8. IN-STATE TRAVEL–Travel within the State of Washington.
9. OUT-OF-STATE TRAVEL –Travel anywhere outside the boundaries of the State of Washington.
10. PER DIEM METHOD – A daily allowance for eligible meals and incidentals in connection with authorized City-related travel.
11. RECEIPT METHOD – Reimbursement for eligible meals and incidentals in connection with authorized City-related travel based upon original **itemized** receipts, such as credit card slips, cash register receipts, etc.
13. REIMBURSEMENT – Paid for by the City. Eligible expenses need not necessarily be reimbursements to the individual, they can be expenses paid by the City directly to the vendor.
10. VOLUNTEER – A person selected by the City to perform services for the benefit of the City out of his/her own free will for no financial payment.

## **ARTICLE III: GENERAL**

### **1. Control of Travel**

- A. An internal control system over travel, reimbursable under these regulations, is established by the City providing for prior authorization or approval by the approval authority. ) Authorization of travel is to be exercised through the use of the current and adopted budget.
- B. An Advance Travel Payment Authorization Form is to be used whenever a travel payment in advance (*pre-payment*) is requested by an authorized staff and such forms shall be approved by the approval authority.
- C. Upon return from travel, authorized staff must complete a Travel Expense Voucher form, which is available on the Intranet or by contacting the Finance Department. Travel Expense Vouchers are to be audited by the Finance Department.
- D. Employees/volunteers must submit an Out-of-State Travel Request form with all required documentation attached. The Out-of-State Travel Request form must be approved by the City Manager before the liability to the City has been incurred on all events or other travel that involves out-of-state travel.
- E. If a question arises regarding the method of reimbursement to be allowed (receipt method vs. per diem method) under these travel regulations, the option elected shall be the option that is most advantageous and economical to the City. The method selected is not to be influenced by the personal travel plans of the authorized staff.
- F. Authorized staff is to exercise the same care and judgment in incurring expenses on official City business and accomplishing the purpose of the travel that a prudent person would exercise if traveling on personal business. Excessive or unnecessary expenses will not be reimbursed.
- G. Lodging expenses shall not be reimbursed or paid unless the total distance between the site of the event is at least fifty (50) miles (*one way, using the most direct route*) from the closer of either the traveler's official residence or official work-site. Under special circumstances involving early or late meetings, or multiple day meetings, lodging expenses for less than 50 miles distance may be authorized subject to City Manager's pre-approval and before the occurrence happens.
- H. Maximum payment for or reimbursement of transportation costs and expenses via commercial carrier is to be no greater than the cost of tourist class or its equivalent, provided that it shall be the responsibility of the authorized staff to request of the transportation vendor a "government rate," if available, unless a lower rate for the same travel service is available. Additionally, the maximum payment for or reimbursement of transportation costs and expenses shall not exceed the costs of the lesser/least expensive method of travel where there are two or more methods of travel reasonably available. All exceptions shall be approved in advance by the approval authority.

## **ARTICLE IV: MEALS AND LODGING**

### **1. Basis for Reimbursements**

- A. Reimbursement is to be for all authorized travel, subject to the restrictions provided herein, but shall not be made for expenses incurred at or between the City of Lakewood and the authorized staff person's residence and official work site.
- B. Payment for or reimbursement of any of the following expenses is prohibited:
1. Liquor
  2. Tobacco
  3. Expense of a spouse or other persons not authorized to receive reimbursement under this policy
  4. Gratuities related to personal expenses
  5. Theft, loss or damage to personal property
  6. Barber or beauty parlor
  7. Airline or other trip insurance
  8. Personal postage
  9. Reading material
  10. Personal toilet articles
  11. Valet or laundry services
  12. Entertainment, including movies, television and video rentals, and travel expenses to and from such entertainment
  13. For grants, tips are not reimbursable
  14. For grants, telephone calls not related to work are not reimbursable
  15. For grants, social meals during site visits from granting authorities are not reimbursable
  16. Gambling
  17. Cash Advances
  18. Loans
- C. Allowable lodging expenses are intended to include the basic commercial lodging rate or the "government rate" (*whichever is the lowest cost for the City*) if available, any applicable sales taxes and/or hotel/motel taxes. It shall be the responsibility of the authorized staff to request of the lodging vendor a "government rate," if available, unless a lower rate for the same accommodations is available with the regular rate.
- D. Maximum meal allowances are intended to include the basic cost of a meal, any applicable sales tax, and any tip or gratuity not to exceed fifteen percent (15%) of the total cost of the meal.
- E. No payment for or reimbursement of meal expenses shall be allowed when the meals are provided as part of the event.
- F. Employees funded by grants must follow any reimbursement authorization/procedures pursuant to the grant.
- H. Lodging, Meals and Mileage Allowances
1. The City will follow the US General Services Administration (GSA) schedules that provide for maximum reimbursement rates for lodging, meals, and incidental expenses for authorized staff traveling on official City business.

2. For all travel authorizations, accounts payable will advise the traveler of the per diem rates, by providing a printout to the authorized staff using the GSA Website for the location of stay..

3. Domestic Per Diem Rates

The above maximum lodging rates do not apply where lodging is tied to a specific hotel or motel or lodging accommodation in connection with the event being attended. The traveler should always look for a lower rate when applicable.

If special or unusual circumstances or other limitations exist in connection with the lodging for an event, higher lodging rates may be approved in advance by the approval authority.

4. Per Diem Amount. Meal costs for authorized staff in connection with City related travel shall be at the per diem rates as stated in the GSA Website. No receipts are required when the per diem method is used. It is provided, however, that if any meals are included or provided with the registration costs of the convention, seminar or meeting, the following percentages will be deducted from the per diem amount, corresponding with the meals that are included or provided, per day of the event:

(25%) BREAKFAST  
(30%) LUNCH  
(45%) DINNER  
(100%) DAILY TOTAL

To determine meal allowance expense, please refer to the State of Washington Office of Financial Management Web site:

**<http://www.ofm.wa.gov/resources/travel.asp>**

5. It is provided, however, that if meal costs exceed the above maximum amounts, a receipt and a satisfactory explanation shall be provided to the City for each meal in excess of such amounts. The amount in excess of the above maximum shall not be paid unless approved by the City Manager.
6. To be eligible for meal allowances, the authorized staff must be in travel status during the normal meal period(s): To receive reimbursement for breakfast you must be in travel status before 7:00 A.M.; for lunch, before 12:00 noon and/or return after 1:00 P.M.; and for dinner, the authorized employee must be in travel status until after 6:00 P.M.
7. Meals are not reimbursed at events when authorized staff is allowed a lunch break for a free period of time (not a working lunch) unless there is an overnight stay.
8. Meals may be reimbursed if authorized staff must attend a mealtime business meeting to conduct official City business.
9. Meal allowances shall not be reimbursed when meals are furnished to the authorized staff as a part of the event being attended. If some but not all of the meals are provided as part of the event, the meal allowance reimbursement available to the authorized staff shall only be available for the specific meals not included.

I. Private Vehicle Mileage Reimbursement

1. The mileage reimbursement rate available for authorized staff using their own vehicles while on City related travel shall be the mileage reimbursement rate established by the Internal Revenue Service.
2. Contract employees are authorized to use city vehicles.
3. Employees using personal vehicles when an administrative vehicle is available may use their personal vehicle upon the authorization from their Department Director and/or City Manager. It is strongly recommended to utilize city vehicles if available.
4. When using a personal vehicle for City business, proof of a valid Washington State driver's license and valid insurance is required.

## **ARTICLE V: OTHER TRAVEL EXPENSES**

### **1. Reimbursable Expenses**

Reimbursable transportation expenses include all necessary official travel on airlines, buses, private motor vehicles, and other usual means of conveyance.

Daily commute transportation expenses between the employee's residence and the regular work site is a personal obligation of the employee and is not reimbursable by the City. Mileage in a personal vehicle from the employee's home directly to and/or from a work-related destination (*convention, seminar, training or meeting*) is reimbursable after deducting the mileage the employee would normally have driven commuting to and/or from home and the regular work site.

Reimbursement is to be payable to only one of two or more authorized staff traveling in the same motor vehicle on the same trip.

### **1. Miscellaneous Travel Expenses**

Miscellaneous travel expenses essential to the transaction of official City business are reimbursable to the authorized staff. Reimbursable expenses include, but are not limited to:

- A. Taxi fares, motor vehicle rentals, parking fees, and ferry and bridge tolls.
- B. Registration fees required in connection with attendance at approved meetings, seminars or conventions.
- C. Telephone charges that are for City business. The number called should be noted on the lodging receipt.

## **ARTICLE VI: TRAVEL EXPENSE ADVANCES**

### **1. Purpose of Travel Expense Advances**

- A. The purpose of the travel expense advances is to defray the authorized staff's anticipated reimbursable expenses.
- B. Whenever it becomes necessary for authorized staff to travel and incur reimbursable expenses pursuant to the per diem method in connection with approved City related travel, a travel expense advance may be paid to authorized staff prior to departure.
- C. The City may also provide travel expense advances for lodging, if the lodging costs can be adequately determined in advance, in which case the lodging travel expense advance would be paid prior to departure. However, it is preferred that travel expense advances not be used for lodging or other such items which can normally be billed to the City, paid through the regular accounts payable system, or City credit card.

### **2. Advance Travel Request Procedures**

- A. Authorized staff shall submit an Advance Travel Request to the approval authority which shall include a copy of the event agenda with dates and times. All out-of-state travel has to be pre-approved with the City Manager before commitments are made to the event.

- B. The Advance Travel Request shall be considered for approval by the Department Directors (*for their departments*), the City Manager (*for Department Directors*), by the City Council (*for the City Manager and/or City officials*). Upon approval of the proposed travel, the Advance Travel Request Form indicating approval shall be forwarded to the Director of Finance & Information Systems not less than one week before the departure date. The Finance & Budget Division will issue a city check to the authorized staff, after verification of the request form, including identification of BARS codes and vendor numbers.
- C. Employees/volunteers must submit an Out-of-State Travel Request form with all required documentation attached. The Out-of-State Travel Request form must be approved by the City Manager before the liability to the City has been incurred on all events that involve out-of-state travel.
- D. The following expenses should not be included in the advance travel request, but should be processed via requisition and purchase order, if applicable:
  - 1. Direct payments to vendors
  - 2. Airfare. (*This should be paid by the City through direct billing to the City before departure.*)
  - 3. Registration fees.
  - 4. Reimbursement for travel expenses already incurred.

If the above expenses cannot be processed via requisition and purchase order, whether because of time limitations or other circumstances, they may be included in the travel expense advance if approved by the approval authority.

### **3. Accounting for Travel Advances**

Accounting for travel expenses shall be submitted to the Finance & Budget Division within five (5) business days after returning from the event related to city business. Such accounting shall be completed on the City's Travel Authorization and Expense Claim form and shall include the following:

- A. City employee or volunteer claims must be submitted to the City employee's or volunteer's department head or designated representative.
- B. City official claims must be submitted to the Director of Finance & Information Systems.
- C. The authorized staff member who has received advanced travel expenses is responsible for taking appropriate safety measures with respect to all monies received. The authorized staff shall be responsible to account for and/or replace, at his/her own expense, any monies to be repaid to the City even if advance travel expense funds are lost, misplaced or stolen.

### **4. Use of City Credit Cards**

- A. The City's charge cards (*credit cards*) shall be used under authority of the City Manager and/or the Director of Finance & Information Systems, for the purpose of covering expenses incidental to budgeted, authorized travel by City employees or City officials, and for the purpose of covering other budgeted, City related expenses approved in advance by the City Manager if over a certain dollar limit and if the travel related expense is out-of-state. Such charge cards may be used by authorized employees to make arrangements for advance payment of airline fares, lodging, and registration fees as authorized by the approval authority, where such expenses have been included in the budget approved by the City Council. Additionally, charge cards in the form of gasoline credit cards are assigned to each individual vehicle which allows authorized staff to fuel the vehicle of the City while traveling, for authorized purposes. All credit card receipts and/or other documents identifying credit card expenditures shall be delivered to the Finance & Budget Division within five (5) business days upon return to City Hall along with the completed credit card disbursement form.
- B. Authorization and expense claim vouchers for credit card use are to be distributed back to the Finance & Budget Division no later than five (5) business days upon return from authorized travel. Any charges against the credit card not properly identified by the travel authorization and expense claim voucher or not allowed following an audit by the Finance & Budget Division or other qualified entity shall be paid by the authorized staff by check or United States currency to the City of Lakewood. If the Travel Authorization and Expense Claim form is not submitted within the time frame set forth above, a ten percent (10%) interest per annum amount will be assessed pursuant to Section 42.24.150 RCW.
- C. Any authorized staff that has been issued a credit card by the City shall not use the card fraudulently or used for any disallowed charges.
- D. The City Manager or the Finance & Information Systems Director has complete authority to recall any credit card and/or charge cards and take the credit card and/or charge cards from any employee for abuse or any unauthorized charges.
- E. The City shall have unlimited authority to revoke use of any charge card and, upon such revocation order being delivered to the credit card company, shall not be liable for any costs.

ATTACHMENT E

Quarterly Progress Report



**WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS  
 3060 Willamette Drive NE, Suite 101 ~ Lacey, WA 98516 ~ Phone: (360) 292-7900 ~ Fax: (360) 292-7269 ~ Website:  
<http://watpa.waspc.org>

*"preventing and reducing motor vehicle thefts and other associated crime in the State of Washington."*

**Grant Award Quarterly Progress Report**

<b>Reporting Agency:</b>	<b>Reporting Period:</b> Check the appropriate box	
<b>WATPA Grant Award #: 2013-2015-GG-WATPA-005</b>		
<b>Report Completed By:</b>	Jan-Mar <input type="checkbox"/>	Apr-Jun <input type="checkbox"/>
<b>E-Mail Address:</b>	Jul-Sep <input type="checkbox"/>	Oct-Dec <input checked="" type="checkbox"/>
<b>Contact Number:</b>	Year	2013
<b>Quarterly Reports due by January 15, April 15, July 15, October 15</b>		

1. What goals were accomplished as related to your established performance measures this quarter?

Nestor, just a thought...we could list our goals here in bullet form and then add the narrative as it applies to each goal (i.e. GOAL 1, narrative; GOAL 2, narrative; etc.) – or maybe just list the goals in bullet form (possibly before question 1), then, in the narrative for questions 1 and 2, add a brief comment referencing the applicable goal (i.e., "In keeping with Goal 1, the ACE Task Force.....") or some other tie-in ("(see Goal 1)", etc.)?

2. What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones? Can WATPA provide assistance to help address these issues?

3. Are you on track to fiscally and programmatically complete your program as outlined in your grant application?



4. Are there any innovative or exceptional programs or accomplishments that you did this quarter, or plan on doing for the next quarter, that you would like to share with WATPA?

[Add educational piece to include events, meetings, website, FB, Twitter, etc., and photos if applicable]

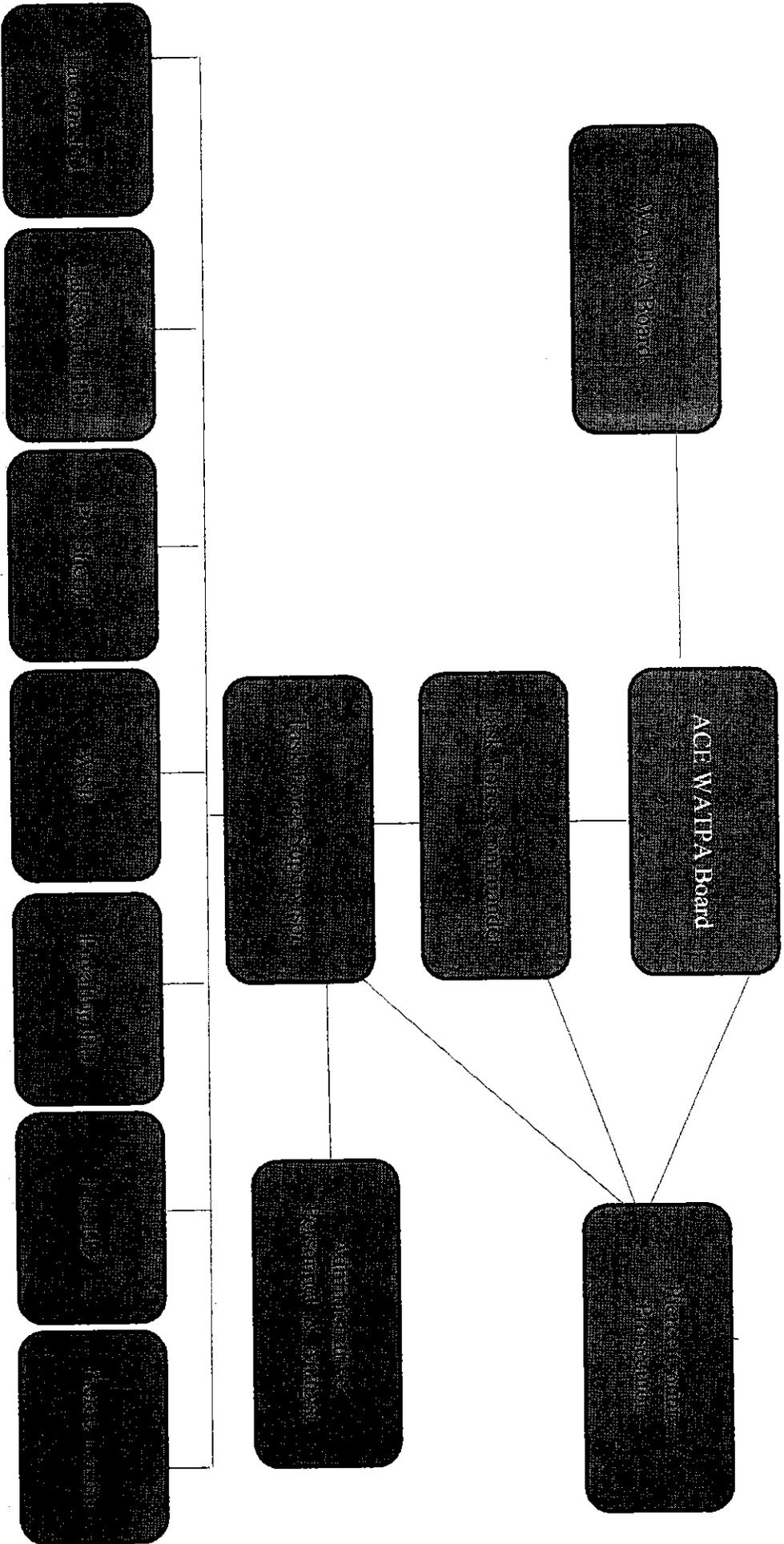
5. Statistics **\*\*Only Task Force Stats, NOT all City Stats\*\***  
*Nestor & John will complete this section*

Number of stolen vehicles recovered	
Number of charges for vehicle theft	
Number of arrests for possession of stolen vehicle	
Total value of stolen vehicles recovered	
Total value of stolen parts recovered	
Number of vehicle theft cases filed	
Number of vehicle theft convictions	
Average length of sentence at time of conviction	
Number of investigations initiated	
Number of investigations completed	
Number of <b>*theft rings</b> disrupted <i>*example 3 or more suspects involved in conspiracy to steal/receive/purchase stolen cars</i>	
Number of <b>*chop shops</b> disrupted <i>*visited and shaken up suspected chop shops who stopped their activities – even if no arrests were made – Fear Factor</i>	
Number of <b>*export operations</b> disrupted <i>*any avenue: port of entry or shipment out of state; ebay; craigslist; etc., that moves stolen vehicles/goods out of the state/area</i>	
Number of other criminal arrests	
◆ Drugs	
◆ Identity theft	



◆ Burglary	
◆ Car prowl	
◆ Weapons	
◆ Other	
Number of bait car deployments	
Number of bait car activations	
Number of bait car apprehensions	
Number of LPR reads	
Number of stolen recoveries by LPR	
Number of stolen license plate recoveries from LPR	
Number of vehicle theft arrests from LPR	
Number of possession of stolen vehicle arrests from LPR	
Number of shifts LPR deployed	
Number of other arrests from LPR	
Number of <b>*public awareness presentations</b> <i>*Including training of officers, deputies, troopers, etc.</i>	
Number of attendees	
Number of vehicle theft awareness events	
Number of VIN etching events	
Other:	

# Auto Crime Enforcement Organizational Chart 2013-2015



## Appendix B

This manual shall be effective September 2013 and will remain in effect unless suspended by written order. This manual does not supplant but supplements the following articles that are referenced within;

Inter-local agreements;  
Agreement between WAPTA and local agencies;  
Advisory Board Guidelines.

Approved:

Task Force Advisory Board

# Task Force Policy Manual

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### ORGANZATIONAL CHART

Appendix A

## **STATEMENT OF PURPOSE**

Law enforcement agencies are faced with the responsibility of investigations with decreasing resources. Nationwide, multi-jurisdictional Task Forces have proven their ability to make significant impacts on crime. Such units are an extremely efficient use of law enforcement resources. The cost effectiveness of this unit for city and county resources is enhanced by the participation of the county Prosecutor's office, state and federal agencies. This integrated approach to investigations has been proven throughout the United States as a positive approach to combating the increasing lawlessness that surrounds auto theft activity within our society.

**The Auto Theft Task Force is a multi-agency unit funded by a grant from the Washington Auto Theft Prevention Authority and the Washington State Patrol. All other support is from the individual agencies within Pierce County. No single agency controls the Task Force. Each member is equal in the unit, working as a team player towards the unit's goals and objectives.**

1.00

### **MISSION and GOALS**

#### **Mission Statement**

The purpose of the Task Force is to reduce the incidences of vehicle theft in Washington State and the Puget Sound Region through pro-active enforcement efforts, apprehension of criminals who steal vehicles, and increasing public awareness of auto theft, thereby improving the quality of life in our communities.

#### **Goals**

- Increase the number of arrests of vehicle theft suspects;
- Increase the rate of vehicle theft suspect arrests;
- Disrupt criminal organizations involved in the trafficking of stolen vehicles and other stolen property;
- Collect, analyze and disseminate vehicle theft and related criminal intelligence to local law enforcement agencies;
- Increase the recovery rate of vehicles stolen in the Puget Sound Region;
- Increase the public awareness of the vehicle theft problem and reduce vehicle theft through public awareness;
- Address these issues with the foremost consideration of safety for both law enforcement and the community.

2.00

### **INTRODUCTION**

This manual establishes the basic procedures and regulations that will govern the operation of the Theft Task Force. It is intended to provide a standardized operational procedure to conduct day-to-day operations. In situations where an action must be taken, and it is not specifically covered within this manual, safety, common sense, and sound reasoning should be the guide.

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### 3.00

#### ASSIGNMENT of MANUAL

Each member of the Task Force will be issued a copy of the Task Force Operational Guideline manual. It is each member's responsibility to know the contents. Contents of the manual will not be disclosed to unauthorized personnel without the commander's approval.

Any revisions to the manual, in whole or in part, will be disseminated to each unit member as they occur. It is each unit member's responsibility to ensure that the revisions are incorporated into their personal copy and kept current.

### 4.00

#### REQUESTS for ASSISTANCE

It shall be the policy of the Task Force, based on the availability and priorities, to respond to requests for case development assistance from member agencies whose situation demands expertise or resources beyond their existing limitations. If assistance is provided and the Task Force becomes extensively involved in the on-going investigation, the Task Force may elect, by mutual agreement, to become the primary investigating agency on that case.

It shall be Task Force policy that if members are requested to assist with execution service of a search warrant from another agency, a Task Force supervisor will read a copy of the affidavit and risk analysis prior to making a commitment to the extent of our involvement. If the case will be prosecuted in Pierce County, if possible, the Task Force Prosecutor should review the affidavit.

### 5.00

#### COMPLIANCE with LAWS, LAWFUL ORDERS, and the MANUAL

Task Force members are required to obey all applicable Federal and State laws and local ordinances. Further, members are required to obey all rules, regulations, and procedures as set forth in this manual or any other official document as it pertains to the Task Force and specific or related duties.

All members shall obey and properly execute any lawful order issued by a supervisor. The supervisor shall be held responsible for all orders and instructions issued by him/her to those under his/her direct supervision and for any consequences arising from compliance with such orders and instructions. No supervisor shall issue an order which is contrary to, or tends to nullify an established procedure except in cases of an emergency. The supervisor must be prepared to justify the issuance of such an emergency order.

In any situation that is not specifically addressed in this manual, assigned personnel may refer to the policy of their respective jurisdictions as a guideline.

### 6.00

#### CODE of CONDUCT

The success of the Task Force will be greatly influenced by the conduct, character, and demeanor of each member. Members will at all times conduct themselves in a professional manner in regards to their dealings with suspects, other agencies, and the general public.

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### 6.01

#### Conduct Guidelines

- Consuming alcoholic beverages in the performance of duties will be permitted while exercising caution and good judgment and only when necessary for the furtherance of the investigation.
- Any detective or investigator who has consumed alcoholic beverages during an investigation will notify their supervisor as soon as it is safe to do so. This detective or investigator will not be assigned to an arrest or entry team during that shift. The on-scene supervisor will inquire, of the consuming detective or investigator, to determine sobriety prior to operating a motor vehicle.
- Task Force members appearing in court shall be punctual and shall appear in appropriate attire as directed by the policy of their parent agency. Conduct in court shall be of the highest standard of professionalism.
- Task Force members shall treat the official business of the Task Force as confidential and shall not disclose it to anyone not having a need or a right to know. Requests for Task Force records will be referred to the Administrative Lieutenant at the task force.
- Task Force members shall not socialize with, receive gifts from, or conduct trade with a criminal informant, criminal suspect, or other persons known to be of ill repute. If any member receives such an offer, that member shall immediately notify their supervisor. It is necessary that Task Force members interact with these persons on a frequent basis, and all such interactions shall remain strictly as a business relationship.
- The effectiveness of Task Force is dependent upon each member's willingness to conform to the Task Force's mission, goals, objectives, and procedures. Any questions of procedure or disagreement with any of the above mentioned issues should be brought to the attention of the Task Force Commander in writing for resolution.

### 6.02

#### Receiving Criminal Complaints

When new criminal information is received into the Task Force, it may either cause an investigation or "special project" to be initiated, or, if it does not meet the Task Force guidelines, it may become intelligence and then be passed on to the appropriate agency. Detective/investigators should exercise proper discretion with all sensitive information received. Complaints involving drug trafficking, gang activity or organized criminal enterprises will be forwarded to the appropriate drug or gang task force or to the Washington State Fusion Center.

### 7.00

#### ADVISORY COMMITTEE

The Advisory Committee shall consist of representatives of each Task Force participating agency (or their designee). The Advisory Committee shall be comprised of command level personnel from the following agencies:

- Lakewood Police Department
- Pierce County Prosecutors Office
- Pierce County Sheriff's Office
- Pierce Transit
- Puyallup Police Department
- Tacoma Police Department
- Washington State Patrol

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- Fife Police Department

### 7.01

#### **Advisory Committee Meeting**

The representative from the grantee agency shall Chair the Advisory Committee.

The Advisory Committee shall meet at least quarterly to receive a comprehensive report from the Task Force Sergeant concerning activities of Task Force over the past quarter, address issues pertaining to the operation and support of the Task Force, address changes to protocol, and review Program Progress Reports submitted to the State under the terms of the grant award. The Committee shall also be briefed on any financial or performance audit results. Special meetings may be called at any time by the Chair of the Committee. Special meetings may also be requested by the Task Force Commander, Task Force Sergeant or any other member of the Committee.

### 8.00

#### **TASK FORCE COMMANDER**

The Task Force Commander shall be the Chief of Police of the City of Lakewood, Washington or his designee. The Commander has the overall responsibility to manage and coordinate Task Force activities, as well as to ensure compliance with the grant provisions, Standard Operating Procedures and to evaluate the overall training, readiness and effectiveness of the Team. The Task Force Commander reports administratively to the Advisory Board.

The Task Force Commander or his designee has a scope and nature of responsibilities including, but are not limited to:

1. Manage administrative responsibilities;
2. Approve policy and procedure of the Task Force. Responsible for the preparation and upkeep of unit guidelines and ensuring compliance with these policies, procedures, and guidelines;
3. Keep the Advisory Board apprised of all matters and needs pertaining to the Task Force;
4. Facilitate budget requests and budget monitoring in cooperation with the Task Force Administration;
5. Oversee the audit of investigative funds and maintenance of proper accounting methods;
6. Authorize wire intercepts as per RCW 9.73 et seq.
7. Perform any other duties necessary for the good of the Task Force operation.

### 9.00

#### **TASK FORCE SUPERVISOR**

The Task Force Supervisor shall be a Supervisor from a participating agency, appointed by the Chief Executive of that agency and confirmed by the Advisory Board. The Supervisor has the responsibility for day to day supervision of Task Force activities and subordinate personnel, including:

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1. Plan, direct, and control the activities of the Task Force in coordination with the Task Force Commander, and provide leadership to personnel in achieving Task Force goals and to establish priorities of the Task Force;
2. Participate in determining policy and procedure of the Task Force and for the preparation and upkeep of unit guidelines and ensure compliance with these policies, procedures, and guidelines;
3. Ensure the accountability of Task Force equipment;
4. Ensure confidentiality of all Task Force investigative records and files;
5. Monitor priorities given for requests of assigned investigations;
6. Advise the Task Force commander of all matters and needs pertaining to the Task Force as deemed necessary;
7. Notify the Commander of exceptional incidents that occur after hours. (i.e.: newsworthy events, injury to unit member, vehicle accidents, etc);
8. Act as liaison with other law enforcement and criminal justice agencies;
9. Determine priorities for assigned investigations;
10. Oversee the expenditure of investigative funds and maintenance of proper accounting methods. Prepare financial reconciliation reports monthly of investigative funds and coordinate with the Task Force Commander to ensure the accountability with respect to investigative funds;
11. Solicit unannounced financial audits by appropriate investigators;
12. Coordinate preparation of press releases with appropriate agencies or when directed by Task Force Commander;
13. Perform any other duties necessary for the good of the unit operation;
14. Maintain and update the Training Manual;
15. Performs periodic audits on the proper use of safety plans.
16. Provide guidance and assistance on all investigations;
17. On scene supervision of all undercover operations;
18. Regularly apprise the Commander of unit activities and progress of long term or exceptional operations and investigations;
19. Read and approve reports, risk analysis, and operational safety plans. Review search warrants, affidavits, and wire intercept requests per RCW 9.73 et seq.;
20. Maintenance of account books reflecting investigative fund expenditures of Task Force detective/investigators;

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21. Periodic audit of detective/investigator funds and monthly balancing of the investigative fund;
22. Manage C.I. file and participation in, and overseeing, informant management. Verify the identity of each confidential informant;
23. Review and approve time sheets and vacation requests for unit personnel;
24. Prepare statistics as required;
25. Prepare initial, midterm, transfer, and annual evaluations;
26. Screen requests for call outs or assistance from other agencies;
27. Coordinate and attend meetings with outside agency supervisors;
28. Constantly assess unit personnel, the Task Force direction, and determine ways procedures and operations can be improved;
29. Select and designate, in writing, an acting supervisor as necessary;
30. Perform any other duties necessary for the good of the Task Force.
31. Manage Task Force fleet

### 9.01

#### Acting Supervisors

In the event that a Supervisor will be away from the Unit for vacation, extended sick leave or other long-term absences, the Supervisor appoint a Task Force member as Acting Supervisor.

The Acting Supervisor will possess all the duties, responsibilities, and authority of a regular Supervisor in Task Force. The authority of an Acting Supervisor will not be counter ordered by a regular Supervisor unless it is an issue of safety, legality, or policy.

### 10.00

#### TASK FORCE DETECTIVE/INVESTIGATOR

Assigned personnel shall be detectives or investigators selected by the Chief Executive of the participating agency and confirmed by the Advisory Board. Assigned personnel shall work in two or more person teams to complete specific investigatory and public education tasks at the direction and supervision and report the Task Force Supervisor for any Task Force related activity. A Task Force Detective/Investigator responsibilities shall include, but are not limited to:

1. Obtain written and telephonic search warrants;
2. Complete detailed case reports. Maintain case reports in an organized manner for reassignment in the event of their departure. The reassignment of cases will be at the discretion of the unit supervisor;

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3. Prepare operational briefing plans and risk analysis;
4. Conduct day and night time surveillance;
5. Work in an undercover capacity to further criminal investigations;
6. Work with and manage confidential informants;
7. Acquire the skills and knowledge of search warrant entry techniques;
8. Work with municipal, county, state, and federal agencies;
9. Be available to be called out after hours, weekends and holidays as needed;
10. Be available and prepared to travel during an investigation with little or no notice;
11. Stay up to date on search and seizure laws;
12. Be able to operate special equipment and perform electronic surveillance and intercepts;
13. Have the ability to prepare and work long term investigations lasting from one to several years;
14. Be responsible for financial expenditures and balancing books each month;
15. Carry approved firearm while on duty;
16. Perform any other duties necessary for the good of the operation;
17. Conduct financial investigations.
18. Upon assignment to the Task Force, personnel shall meet with the Task Force supervisor to receive the Task Force orientation. Personnel shall also attend specialized training as appropriate to the assignment.
19. Attend parent agency's in-service training.

### 11.00

#### PROSECUTOR STAFF

### 11.01

#### Assignment and Duties of a Deputy Prosecuting Attorney

A Pierce County Deputy Prosecuting Attorney (DPA) may be appointed to Task Force by the Pierce County Prosecutor. This DPA reports to the Chief Criminal Deputy Prosecutor or their designee. All Task Force investigations referred to the Pierce County Prosecutor's Office for consideration of filing State criminal charges shall be assigned to this criminal deputy prosecutor. This DPA provides vertical prosecution on Task Force cases: requests follow-up investigation as needed; makes charging decisions and handles the prosecution from first appearance in court through sentencing. This DPA shall follow the Prosecutor's Office Charging and Disposition Standards and will comply

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with the policies of the Pierce County Prosecuting Attorney's Office regarding case filing and reduction decisions. This DPA also provides to Task Force law enforcement members, upon request, legal analysis of proposed evidence-gathering tools or steps, such as the use of search warrants and wire intercept orders. This DPA does not participate in or direct any law enforcement investigation.

In agreed resolutions of criminal actions arising from Task Force investigations, this DPA will endeavor to secure a provision requiring the defendant to forfeit any interest in property seized in the investigation. In the event of a non-agreed resolution, this DPA shall request forfeiture of seized property at sentencing. The host agency will in its discretion handle any other civil forfeiture action arising from the seizure of a suspect's assets in connection with a Task Force criminal investigation. The host agency is the Lakewood Police Department.

### 11.04

#### Requests for Discovery and Public Disclosure Requests

When a defendant or defense attorney makes a discovery demand for case reports or other investigative information, the DPA assigned to the case shall answer. When a public disclosure request for case reports or other investigative information is made while the investigation is pending, requesters will be referred to the Washington State Patrol Public Disclosure Section. When a public disclosure request for case reports or other investigative information is made after a referral for a charging decision has been made to the Prosecutor's Office, their public disclosure officer shall respond.

### 12.00

#### **OFFICE RULES AND PROCEDURES**

The Task Force may be provided office space that is not attached to a law enforcement facility. Due to the nature of the work and the sensitivity of the investigations, security measures must be strictly adhered to.

### 12.01

#### General Rules

1. The office and workstations will be maintained in a neat, professional manner;
2. Unassigned workstations will not be used as storage areas. All workstation floor areas will be clear and not used as storage areas;
3. All common areas will be clean and orderly at all times. Trash and shredder will be emptied as required;
4. Unit personnel shall be responsible for the security of all investigative, intelligence, or evidentiary material contained in the office. Such material shall not be left out or unsecured in the member's absence;
5. Unit personnel will not disclose the address of the office.

### 12.02

#### Office Security

1. The office entry doors will be locked at all times;
2. Non-law enforcement personnel shall not be permitted in the office without an escort;

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3. Our location shall not be divulged without a need to know;
4. Informants, defense attorneys, private investigators, prisoners and suspects shall not be permitted in the office at any time;
5. Mail should be addressed to personnel at their parent agency;
6. Raid gear and other items displaying "police" markings or insignia will not be exposed outside the office or in the parking areas on Task Force property;
7. Staging for search warrants and other marked operations are encouraged to be held at locations other than our office;
8. Visitors will be discouraged from arriving in marked patrol vehicles, and or in law enforcement uniforms.
9. Firearms will not be left unsecure at the office facility
10. The last person to leave the office each night will ensure the following:
  - Office copier, and small appliances are off;
  - The informant file cabinet is closed and locked;
  - Lighting reduced to minimum standards;
  - Alarm is set to the appropriate level;
  - The gate is closed and locked.

### **12.03**

#### Shift Schedules/Vacations/Time Off

1. Unit members will report to work on time and shall work their entire shift unless cleared by the Task Force supervisor. Any change in shift hours requires prior supervisor approval. Members shall call the office or the supervisor if reporting to work late or calling in sick;
2. Due to the nature of our work, mutually agreed upon short term scheduling adjustments (with prior supervisor approval) is generally available to accommodate work and personal needs;
3. All employees shall try to be available by telephone when off duty; A twenty minute call back time after a page or call is reasonable; Supervisors are to be available by email or telephone at all times; This does not apply to authorized time off;
4. All vacation and time off requests will be submitted in writing at least one week prior to the date(s) requested. Variation from this policy requires supervisor approval. No more than two unit members may be off on vacation at any given time unless pre-approved by the Task Force supervisor. Any conflicts in scheduling will be determined by date and time of request and unit seniority.

### **12.04**

#### Schedule for Briefings

- Unit Briefings - Every **Tuesday** at 1130 hours

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### 12.05

#### Call Outs/Overtime

1. Unit members will not respond to direct call outs from patrol or any other unit or agency unless pre-approved by the Task Force supervisor or as part of liaison assignments. Call outs must be cleared and assigned by the supervisor;
2. In order to accomplish Task Force objectives, overtime hours may be required. The Task Force supervisor will attempt to schedule and manage detective/investigators' hours in such a manner as to accomplish those objectives with the least disruption to detective/investigators regular work hours;
3. Before approving overtime, the Task Force supervisor is responsible for determining that overtime is essential. All overtime must be pre-approved by a Task Force Supervisor unless common sense and good judgment dictate the obvious necessity of overtime to accomplish an objective.

### 12.06

#### Maximum Consecutive Work Hours

1. For health and safety concerns of the members of the Task Force, the following policy shall apply: No member of Task Force will be required, nor allowed, to work more than eighteen consecutive hours, without a minimum of six consecutive hours off in any given 24 hour period. Exceptions to this policy for unusual occurrences or other incidents shall receive approval or direction by the Task Force Commander or their designee.
2. It is the direct responsibility of the Task Force member to make the supervisor aware if the above situation occurs. Members involved with special assignments outside of their task force duties (i.e.: SWAT; ERT; DIVE; BOMB, etc.) shall also inform their specialty supervisor prior to responding to a call out.
3. All work performed in excess of the regular scheduled shift shall be compensated as determined by the applicable labor agreements.

### 12.07

#### Receipts

1. Monthly buy fund receipts will be turned in to the Task Force supervisor on the first workday of the new month, accurate, complete, and signed.
2. The WSP Task Force supervisor will have WSP funds turned in to the WSP Lieutenant by the end of shift on the third workday of the new month.

### 12.08

#### Reports

1. Reports will be completed and to the supervisor within 72 hours of the incident.
2. All arrest reports will be completed by the detective/investigators, prior to going off duty;
3. The case officer will ensure that all follow up reports are completed within the unit timelines and routed appropriately;
4. All incidents involving use of force will be documented in the reports. Policy and procedures from the parent agencies' use of force shall be complied with;

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5. Reports and case logs will be regularly reviewed by the supervisor and will kept up to date;
6. Investigators will not describe surveillance equipment or its application in reports.

### 12.11

#### Voice Mail/Email/Mailbox

All unit personnel will check their mailbox, voice mail, and email at the beginning of each shift, and as often as possible throughout the day. Outlook Office Assistant shall be used to provide an "Out of Office" email message reflecting the same information as in the voice mail.

All unit personnel will check their calendars and enter all office related appointments on their calendars on a daily basis. This tool is used by other staff members for scheduling and must be completed.

All unit personnel will promptly return phone messages and reply to emails in a timely manner.

### 13.00

#### EQUIPMENT

#### 13.01

##### Inventory/Sign Out

The Task Force supervisor will have the responsibility of overseeing the care, maintenance, and accountability of the task force equipment. The supervisor may appoint a member of the unit to assist with these duties.

A sign out log or appropriate automated system will be utilized and all members are required to complete the information on the log when checking equipment in or out. The log will be periodically monitored by the supervisor to ensure its accuracy.

A complete inventory will be performed at least once per calendar year.

#### 13.02

##### Purchase Procedure

All equipment purchases shall have the prior approval of the Task Force Commander and be routed through the appropriate fiscal offices.

#### 13.03

##### Damaged Equipment

Any equipment damaged during normal operations shall be reported in writing to the Task Force Supervisor as soon as possible and no later than 24 hours.

### 14.00

#### CIVIL CLAIMS OF DAMAGE

1. The Task Force Commander shall be notified immediately of any claims of damage, lawsuit filed, or intended to be filed, against the task force;

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2. Any claims of damage brought against the task force by civilians, suspects, or any other person(s) shall be reported to the WSP Risk Management Division (RMD) as well as member's agency Risk Management;
3. Any inquiries about any civil claims or lawsuits shall be referred to WSP RMD or participating member's Risk Management;
4. Task Force members should not answer questions or give interviews unless directed to do so by RMD and their parent agency.

### 15.00

#### HAZARDOUS MATERIALS

1. No hazardous, or potentially hazardous material or chemical(s), will be removed from any scene by task force members unless properly trained and equipped to do so;
2. No hazardous, or potentially hazardous material or chemical(s) will be brought to, or stored at, the Task Force office;
3. The appropriate Hazardous Materials response team will be contacted if any hazardous materials are located at a scene.

### 15.01

#### Clandestine lab responses

When a lab is discovered by the unit, via a search warrant or other means, members should:

1. If occupied, secure and remove all occupants;
2. If it is unknown what type of lab, do not ventilate;
3. If it is a methamphetamine lab, ventilate by opening doors and windows;
4. Leave the danger area and secure the perimeter;
5. Notify fire and aid if necessary;
6. Notify the Bio-Chem Team unit supervisor;
7. Make sure that no one re-enters the lab site.
8. Obtain as much information as possible to identify the type of lab and process;
9. Make sure the scene is secure and no one re-enters the lab site;
10. Contact the hazardous materials response team supervisor.

### 16.00

#### VEHICLE POLICY

### 16.01

#### Assignment and Use

Each full time Task Force member will be assigned an undercover task force vehicle;

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Unforeseen circumstances, emergencies, and other unknown issues may occur now and then that impact vehicle use. In those situations, use common sense and advise the supervisor prior to, or as soon after the occurrence as possible;

1. Each member will be responsible for the proper care, maintenance, and scheduled servicing of their assigned vehicle;
2. Members will obey all traffic laws during the normal course of business;
3. Undercover vehicles unless furnished with emergency equipment approved by host agency will not be involved in pursuits or attempts to stop fleeing suspect vehicles;
4. undercover vehicles should not be used to block suspect vehicles unless part of the operations plan, the suspect vehicle is not mobile, and with prior approval by the supervisor. This type of action is not encouraged and requires supervisor justification;
5. undercover vehicles will not be used to make traffic stops unless it's an emergency, with the exception of vehicles equipped and authorized.

### **16.02**

#### Vehicle Collisions: Driver's Responsibility

1. Advise dispatch of the collision, requesting aid (if needed), the local police agency unit, and request a supervisor from the task force and/or unit member's home agency be notified;
2. Render first aid if necessary;
3. Do not make any admission of fault or liability regarding the accident;
4. Driver and all occupants will fill out witness statements as needed.
5. Use the issued license plate and vehicle number for collision reports. Do not use the undercover plate number.

### **16.03**

#### Vehicle Collision: Supervisor's Responsibility

1. The supervisor shall ensure that the Task Force Commander is notified, and a supervisor from the member's home agency is notified;
2. The supervisor shall ensure that the collision is thoroughly investigated, photographed, and appropriate reports are completed;
3. Submit all reports to the Task Force Commander within 24 hours.
4. Notify Risk Management, via email, or phone call, or both.

### **16.04**

#### Vehicle Damage

In situations where damage occurs to a task force vehicle, and is not the result, either directly or indirectly, of a vehicle accident, the following procedure applies:

1. Notify the supervisor as soon as possible;

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2. Prepare a memo detailing how the damage occurred, if known, and submit the memo to the supervisor.

### 17.00

#### UNIT TRAINING

##### 17.01

##### Scheduled Unit Training

The Task Force Supervisor will be responsible for arranging training.

Attendance on unit training day will be mandatory. Members of the unit shall not schedule any conflicting operations or activities.

##### 17.02

##### Training Request Form

Each member desiring to attend any school or training shall, complete a training request form and submit it to their home agency through the Task Force Supervisor.

##### 17.03

##### Training Records

The Task Force Supervisor shall maintain a file containing records of all training attended by unit members. A copy of the training records shall be provided to the employee's parent agency.

### 18.00

#### PERFORMANCE EVALUATIONS

##### 18.01

##### Annual Performance Evaluation

The Task Force supervisor will provide input regarding each detective/investigator performance to their parent agency supervisor.

### 19.00

#### OPERATIONAL SAFETY PLANS

Unit detectives/investigators are involved in various operations in the day-to-day duties of investigating auto theft and other criminal activity. Due to the nature of these investigations, it is imperative that these operations be properly planned to provide for officer and citizen safety as well as the successful prosecution of these crimes. All operations involving search warrants and planned arrests will be accomplished through the use of written operation safety plans. Controlled buys and planned surveillance may require a written operations safety plan depending on the extent of the operation. All operation safety plans will be reviewed and approved by the Task Force Supervisor. This operation safety plan should include, as a minimum, the following:

1. Identity and photograph of the informant, if applicable;
2. Identity and photographs (DOL, Booking) of all suspects and associates being encountered in the investigation as they occur, if possible;

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3. Identification and description of all suspect vehicles that may be encountered;
4. Potential for violence of any suspects, any weapons, dogs, or other danger or risk factor;
5. Arrest or duress signals, both visual and audible;
6. Emergency contingency plans, for police, citizens, and confidential informants;
7. Determination for the need of specialized personnel and/or equipment such as:
  - Tactical Team
  - Tactical Emergency Medical Services (TEMS)
  - Health District
  - Clandestine Lab Team
  - Hazmat
  - Fire and/or Aid
  - Child Protective Services
  - Animal Control
  - Canine Unit
  - Bomb Disposal Unit
  - Tow Trucks

### **19.01**

#### Risk Analysis

All planned arrests and search warrants shall be presumed to be of high risk pending an analysis. A risk analysis shall be done by the case detective or investigator for each pending search warrant or planned arrest situation which shall be reviewed and approved by the supervisor. Search warrants that are determined to be of a high risk will have a consultation and review with the tactical team commander within the affected jurisdiction, and may be executed by said tactical team or WSP's SWAT team if turned down by local jurisdiction or need of special equipment for example a clandestine lab situation.

All operations safety plans and risk analysis reports will be kept in a separate unit file.

### **19.02**

#### Operations Briefings

The operation briefing will include a review of the operational plan format, personnel assignments, and an introduction of all non task force personnel. If you do not attend the briefing, you should not be involved in the operation.

Assignments will be made by the Task Force Supervisor and may be as follows:

#### Case Detective/Investigator or Designee:

- Obtains search warrant;
- Conducts briefing;
- Makes assignments;
- Assures proper forms are left at premises;
- Files return of service with court within three days;

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- Enters evidence into property room and requests appropriate testing;
- Ensures seizure notices are properly served;
- Ensures locations are secured prior to leaving.

### Entry Team:

- Makes entry into location;
- Controls occupants and suspects;
- Secures location.

### Perimeter Security:

- Apprehends suspects fleeing from location;
- Controls access to location;
- Security of police vehicles;
- Remains outside. Does not enter location unless requested.

### Recorder:

- Logs evidence and seized items;
- Assures evidence is properly sealed and marked;
- Assists case detective/investigator with entering evidence into property room;
- Marks each room with a number and provides a sketch of the location; each room is then "signed off" by searching detectives/investigators.

### Finder:

- Locates evidence;
- Seals, marks, and initials evidence after it has been photographed;
- Assists Recorder with logging evidence;
- Signs room number tag after search is completed.

### Photographer:

- Still photographs and video mandatory when children are involved, and when a seizure is, or may be, likely.
- Premises prior to commencing search;
- Point of entry if forcibly breached;
- Photos of suspects at scene;
- All evidence where it is found;
- Any property damage;
- Other items as determined by case detective/investigator;
- Premises and exit photos after search is completed.

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### Interviewer:

- Advises suspects of their Miranda admonishment;
- Explains charges to suspects;
- Obtains initial statements from suspects;
- Assists in securing suspects at the location.

### Interior Security:

- Guards the suspects;
- Assists the Interviewer.

The law enforcement agency in whose jurisdiction the operation is taking place will be notified prior to the operation commencing by the case detective/investigator. That agency should be given the opportunity to participate. The supervisor can authorize the notification to be made after the operation is initiated under unusual circumstances.

All detectives/investigators assigned to the Task Force will adhere to these planning guidelines:

### **19.03**

#### Arrests

1. No unit member shall effect an arrest alone, except where an arrest must be made for the protection of the officer and or other person(s);
2. In such circumstances unit members will comply with the dictates of sound judgment and in accordance with the policies of the member's home agency.

### **19.04**

#### Search Warrants

1. The case detective/investigator will normally be the affiant for a search warrant;
2. Prior to applying for the warrant, the detective/investigator will visit the premises and make every attempt to ensure that the warrant is issued for the correct location;
3. Search warrants may be reviewed by the unit prosecutor unless the unit prosecutor is unavailable in which case any Pierce County prosecutor may be used;
4. Once approved, the detective/investigator will review the warrant with a judge and obtain judicial authorization for the service of the warrant. This authorization may be obtained telephonically, or by FAX, using established procedures;
5. Should the warrant be for a location outside Pierce County, the warrant shall be signed by a Superior court judge;
6. A search warrant should not be served without the assistance of uniformed personnel. In situations where a patrol unit is not available, a decision must be made based on risk factors and manpower, whether to serve the warrant or not;
7. Uniformed personnel will be assigned a high visibility position for the warrant service such as perimeter or at the entry. Patrol vehicles will be utilized when possible for high visibility police presence;

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8. Prior to the service of a search warrant, the case detective/investigator shall complete an operational safety plan and risk analysis and submit it to the unit supervisor for review and approval;
9. The supervisor will review the risk analysis to determine if special entry teams should be utilized;
10. The operational safety plan and risk analysis will be kept on file.
11. The case detective/investigator will conduct a briefing to all involved personnel. The briefing will include the following:
  - A complete description of the target premises with sketches, photographs, and videos if possible;
  - A complete description of all suspect targets that may be at the location, including background information, photographs, and any potential for violence;
  - Personnel assignments to include: entry team, perimeter, knock and announce, service copy of warrant, ram, photographer, search team, evidence recorder, interviewer, and any other special assignment;
  - Equipment assignments; i.e.: evidence kits, bust bags, camera, ballistic shield, bolt cutters, etc;
  - Assign main radio frequency and alternate.
12. The case detective/investigator will ensure that proper notification has been made to a road supervisor, dispatch, and drug enforcement unit (If applicable) at the jurisdiction involved **prior** to the arrest or warrant service;
13. At the conclusion of the briefing, the case detective/investigator will read the service copy of the warrant to all involved personnel, and assign a member of the entry team to have the service copy of the warrant;
14. All unit members will wear issued raid gear clearly identifying them as police. Balaclavas may be worn with a ballistic helmet or baseball cap clearly showing the word "POLICE" on the front;
15. Body armor shall be worn by all personnel when serving arrest and search warrants, or when confronting a planned arrest situation;
16. Once the scene is secured, the premises will be photographed and videoed prior to the search being conducted. Each item seized will be photographed in the location it was found. The premises will again be photographed after the search is completed;
17. The case detective/investigator will be responsible to see that the appropriate copies of the warrant and inventory are left at the location;
18. Deviation from this procedure may be made when service of a warrant presents no hazards, such as: a safe, toolbox, storage locker, impounded vehicle, etc.

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### 19.05

#### Hot Pop (Buy/Bust) Operations

1. The case detective/investigator will complete a threat assessment and have it reviewed and approved by the supervisor.
2. The case detective/investigator will have an approved wire authorization and the undercover detective/investigator will wear a body wire and/or recorder if RCW 9.73 requirements are met.
3. If the flash roll is needed, the case detective/investigator will obtain the funds from the supervisor prior to the briefing. The serial numbers of the flash roll will be copied or recorded and made part of the case report.
4. The location for the operation will be physically visited prior to the briefing to ensure advantage of control of the area and allow for a detailed sketch and description for briefing.
5. Patrol must be notified and a patrol unit assigned to the immediate area to make the arrest after the deal has been consummated. A hot pop will not be conducted without uniformed personnel unless absolutely necessary and with the approval of the supervisor.
6. The briefing will include the following:
  - Description, diagram, and photos (if available) of the operation location;
  - Description, photo, and criminal history of suspects;
  - Description and license number of suspect vehicles;
  - Photo of confidential informant if utilized;
  - Personnel assignments;
  - Equipment assignments;
7. Arrest signals will be defined and include:
  - A clear audible signal;
  - A clear visual signal;
  - An alternate clear visual signal.
8. One detective/investigator will be assigned to monitor the body wire and relay necessary information to all the other units via radio and cell phone. All other radio traffic will be kept to a minimum.
9. When the arrest signal is given, the assigned detective/investigator will relay to all units.
10. The confidential informant will be removed from the scene as soon as possible and exposure to unit personnel and unit vehicles should be kept to a minimum.
11. Once the arrest has been made and all is secure, the scene will be cleared as soon as practical.

### 19.06

#### Reverse Investigations

1. Reverse investigations will follow the same procedure for hot pop operations.

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2. The case detective/investigator will get the supervisors approval to obtain needed investigative aids for the reverse.
3. Immediately following the operation, the investigative aids will be booked as new evidence.

### **19.07**

#### Controlled Buys

1. Controlled buys require the use of a confidential informant (C.I.) to facilitate criminal transaction where an introduction of an undercover detective/investigator cannot be accomplished.
2. When a controlled buy is a chargeable case and the C.I. agrees to testify, the case detective/investigator will obtain an approved wire authorization and the C.I. will wear a body wire and/or a recorder.
3. At least two detectives or investigators will be utilized in a controlled buy operation.
4. Prior to the buy, the C.I. and the C.I. vehicle if used, will be thoroughly search to ensure that no contraband or other funds or weapons are present.
5. The case detective/investigator will copy or record the serial numbers of the funds given to the C.I. to make the purchase.
6. The C.I. will be kept under surveillance until the buy is consummated and the C.I. returns to the pre-arranged meeting place.
7. The C.I. and the C.I. vehicle, will again be searched to ensure that isn't any other contraband or funds or weapons are present.
8. The items will be placed into evidence; if an item is a suspect drug, it will be field tested prior to being booked into evidence.
9. The C.I. will provide a witness statement and the transaction will be noted on the back of the C.I. file card.

### **19.08**

#### Undercover Buy/Walks

1. The case detective/investigator will complete a threat assessment and have it reviewed and approved by the supervisor.
2. The case detective/investigator will have an approved wire authorization and the undercover detective/investigator will wear a body wire and/or recorder.
3. Buy/Walks require the team supervisor and one detective/investigator to monitor the wire and a minimum of two detectives or investigators as an emergency response team.
4. Detectives and investigators shall be armed when conducting a undercover buy
5. If drugs are purchased they will be field tested and placed into evidence.

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### 19.09

#### Knock and Talks

In cases where there is not enough information to obtain a search warrant, and the chances of obtaining further information are unlikely; or, if a location appears to be a low level class violator nuisance, knock and talks may be selectively assigned to detective/investigators or referred to patrol.

All knock and talks will be accomplished with a minimum of two unit members and a minimum of one uniformed patrol officer. Body armor will be worn and proper identification will be shown.

If consent to search is sought, proper warning shall be given to appropriate occupants. Refer to Ferrier and latest case law.

### 19.10

#### Landlord Notification

Per RCW 69.50.510, "Whenever a controlled substance which is manufactured, distributed, dispensed, or acquired in violation of this chapter is seized at rental premises, the law enforcement agency shall make a reasonable attempt to discover the identity of the landlord and shall notify the landlord in writing, at the last address listed in the property tax records and at any other address known by the law enforcement agency, of the seizure and the location of the seizure."

Unit members will ensure that notification is made to landlords either by personally mailing notice or by having the unit secretary mail a notification letter. This information will be recorded in an excel database.

### 19.11

#### Debriefing of Operations

Operations should be followed by a unit debriefing as soon as practical.

### 19.12

#### Strip and Cavity Searches

Strip and body cavity searches are sometimes necessary for safety or to seize evidence. All strip and body cavity searches will be conducted in accordance with RCW 10.79.060, et seq.

## 20.00

### UNDERCOVER OPERATIONS

The task force will have numerous occasions to conduct undercover operations. Specifically, this will entail the introduction of undercover detective/investigators to auto thieves and other criminals in order to purchase stolen property or infiltrate their organization.

The primary concern of any investigation or operation is officer safety, not the arrest of the suspect. Detective/investigator-suspect meetings and transactions occurring behind closed doors out of view of support personnel will clearly be the exception rather than the rule and must have prior supervisor approval.

Body wires or recorders should be used on every planned operation involving a undercover unit member.

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Prior to any undercover operation, search warrant service, or planned arrest, (including non-enforcement buy/walks), notification will be made to the agency of jurisdiction.

The supervisor and/or his designee will be present at all undercover buys and monitor the wire.

### 20.01

#### Conducting the Undercover Operation

1. A case shall be terminated if it is contingent on the undercover detective/investigator consuming a controlled substance.
2. If the undercover detective/investigator is placed in a life threatening situation in which a controlled substance must be consumed, the following shall occur immediately:
  - The arrest signal will be given and the arrest team will respond immediately prior to the ingestion of any controlled substance, if reasonably possible;
  - If a controlled substance has been consumed, the officer will be transported to the nearest medical facility;
  - The incident will be immediately reported through the chain of command.
3. Simulation of drug use is prohibited unless absolutely necessary to avoid physical harm to the officer.
4. All unit members will be aware of the danger signs that might indicate a possible robbery, assault, or "rip off". Some indicators are:
  - Suspect's eagerness to consummate the deal;
  - Prices are inconsistent with the normal street value;
  - Suspect's preoccupation with the flash roll or weapons;
  - Last minute changes in the pre-arranged transaction by the suspect;
  - Unknown or unseen associate of the suspect suddenly becoming part of the transaction;
  - The suspect's obvious inability to carry out the transaction;
  - The quality of sample is poor or the quantity is less than what was agreed upon.
5. Detective/investigators will never allow informants to control an operation.
6. The undercover detective/investigator will not deviate from the written plan unless supervisor approval can be obtained during the operation or if urgent circumstances dictate otherwise.
7. When the arrest signal is given, the undercover detective/investigator will not be involved in the actual arrest unless the situation absolutely dictates intervention.

If, during an operation, the undercover detective/investigator is robbed by the suspects, the trouble and/or arrest signal will be given and the undercover detective/investigator will rely on the arrest team to take appropriate action.

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8. The undercover detective/investigator will not front any portion of the flash roll.
9. An undercover detective/investigator will not meet with suspects in an investigation without proper surveillance and cover units.
10. Unit members will be provided undercover alias identification while assigned to the task force. It is good policy to acquire numerous pieces of identification in the alias name. (Concealed Weapons Permits, Hunting/Fishing License, Business Cards, etc.). Members shall possess police identification during planned enforcement operations.
11. Unit members will not give away any stolen property or sell drugs to any person unless it has been approved by the unit Commander, and the unit prosecutor has been advised that it is necessary to further the investigation of a high level drug organization. The use of this procedure will be extremely rare and under very special circumstances.

### **20.02**

#### Wearing a Wire

Detective/investigators engaged in an undercover buys should wear a body wire (transmitter).

Detective/investigators engaged in an undercover buys should also carry an evidence recorder if circumstances allow.

Exception to this policy only with prior approval from the supervisor.

### **20.03**

#### Armed During undercover

Detective/investigators engaged in an undercover buys shall be armed at all times. Any exceptions to this policy will be allowed only with prior approval from the supervisor.

### **20.04**

#### Working undercover With Federal Agency

Whenever members of the unit are part of an operation conducted by any federal agency, or when a unit member is acting in an undercover capacity in a federal operation, the Task Force Supervisor will be present for the operation.

### **20.05**

#### Undercover Risk Analysis

Whenever a detective/investigator is going to be engaged in an undercover buy, the undercover detective/investigator and the case detective/investigator will fill out an operational safety plan to be reviewed by the supervisor.

### **20.06**

#### Surveillance and Surveillance Log

Surveillance is the discreet observation, in accordance with all applicable local, state and federal laws, of persons reasonably suspected of criminal activity, and the places which they frequent.

The ultimate objective of any surveillance is the collection of evidence for the detection, apprehension and conviction of persons reasonably suspected of criminal activities.

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For evidentiary purposes, as well as for good organizational procedure, observations made on surveillance should be entered in a log. The dates, times, addresses, vehicle and suspect descriptions, etc., must be included in the written notes made by the investigator as the surveillance progresses.

### USE OF FORCE

#### 21.00

Detective/investigators will follow their home agencies policies and procedures of reporting the use of force. Detective/investigators will notify the Task Force Supervisor of any application of force by the end of the shift.

### WEAPONS POLICY USE OF FORCE

#### 22.01

##### Duty Weapons

All Unit members must, at a minimum, qualify in accordance with their home agency policy and with the standard issue duty weapon of their home agency.

#### 22.02

##### Non-Issued Weapons

Unit members must have all non-issued weapons approved by home agency. Unit members must qualify at least to home agency standards.

#### 23.00

### OFFICER INVOLVED SHOOTING PROCEDURE

The task force is unique in that it is staffed by officers from numerous jurisdictions with each jurisdiction having its own set of procedures and policies. The Task Force Operational Guidelines Manual has been implemented to provide consistency in auto theft investigations and is written so as not to conflict with the procedures and policies of other agencies.

In use-of-force situations, all members of the task force will operate under the policies set forth by their home agencies. The following is procedural policy in the event that a task force member is involved in a task force related shooting incident.

#### 23.01

##### Intentional Discharge

1. Whenever a task force member intentionally discharges a firearm during an operation where a crime, injury, or damage of any kind is involved, immediate action should be taken to accomplish the following:
2. Care for the injured;
3. Request assistance, including medical aid, a task force supervisor, and a patrol supervisor if necessary;
4. Request detective/investigators from the local jurisdiction to respond to the scene.
5. Apprehend any suspects;

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6. Protect the scene;
7. Locate and identify witnesses.

Involved task force members shall refrain from discussing the incident with anyone until the arrival of the supervisor at the scene.

### **23.02**

#### **Negligent Discharge**

If a unit member has a negligent discharge while on duty, members of the task force will operate under the policies set forth by their home agencies. The task force supervisor as well as a supervisor from the parent agency will be notified. The task force supervisor will notify the commander as soon as possible.

### **24.00**

#### **WESTERN STATES INFORMATION NETWORK (WSIN)**

The Western States Information Network has been in operation for many years and is one of our most valuable tools. Its purpose is to coordinate information on investigations with agencies throughout the Northwest, and to assist in investigations by loaning equipment and in some cases helping financially fund an investigation. WSIN is only as effective as the participants who use it. If they don't receive the information from law enforcement, then they have no information to pass on. The task force and all unit members will put forth the greatest effort to use WSIN to the fullest extent to benefit task force investigations and the WSIN system.

If a name is entered into WSIN and gets a "hit", the inquiring agency will be told to contact the "hit" agency. No other information is given. This allows for security of investigations and yet allows access to a possible conflict or duplication in investigations. This also provides a means to avoid two or more agencies from conducting investigations where law enforcement is on both sides of the same deal. Undercover officers have been killed by other undercover officers during operations where neither side knew of each other's investigation. Communication is of the utmost importance for good cases and officer safety.

1. Names of suspects, (including aliases), addresses, phone numbers, vehicles, boats, and planes will be put into the WSIN system at the initiation of all investigations. An entry made by a telephone inquiry will enter a name into the system for five years.
2. On long term investigations, periodic WSIN checks will be done.
3. At the completion of investigations, "hard cards" will be sent to be entered into the WSIN system.
4. All informants will be checked through WSIN and entered as an informant for the task force.
5. Any informant that has proven unreliable will be "Black Balled" through WSIN on the appropriate form and signed by a unit supervisor.

### **25.00**

#### **HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)**

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### 25.01

#### De-confliction

Prior to conducting any type of field operation, the case detective/investigator will place a call into the HIDTA de-confliction center or go on line and enter the information in an attempt to ensure that no other law enforcement agency is unknowingly involved in the operation. This is a high officer safety priority.

### 26.00

#### CONFIDENTIAL INFORMANTS

The essence of criminal investigation is information. Without information, there can be no substance to an accusation of criminal behavior. Information, most often, comes from or through people. All people who provide information are informants. Some of them are later designated "witnesses" and identified in court.

Others remain "confidential informants" (C.I.) whose identity is protected in order to make use of their information from case to case. Often, no prosecutable case can be made without the use of an informant's information. Of course, an informant's information must be corroborated to the extent it reasonably can be.

Any investigative unit's effectiveness is enhanced through the use of informants. Unfortunately, the usual reason informants know what they know about lawbreakers is that they are or have been lawbreakers. Not all sources of information are capable of being informants. We must get capable sources of information to a "reliable" level, in a consistent manner, and keep these sources at a level capable of producing information accurate enough to provide probable cause to issue arrest warrants, search warrants, wire intercepts, and formal charges.

### 26.01

#### Recruitment

1. Informants generally do not need to be recruited. Most often, they are either caught in a criminal act, or become informants in exchange for a recommendation to the prosecutor, or they come voluntarily with some other motive. There are usually four motives for people who want to be informants:
  - They want a favorable recommendation to the prosecutor regarding a pending charge(s) against them;
  - They want money;
  - They want revenge;
  - They are concerned citizens, and want nothing in return.

### 26.02

#### Development

1. Meet with the informant. This must **always** be done with at least two detectives or investigators for officer safety reasons, and to protect against accusations of corrupt influence.
2. If the informant sounds credible:
  - Determine the motive;
  - Determine what information or what targets the informant can provide;

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- Complete a confidential informant file card, ask for photo I.D. and take photo for C.I. file card;
3. Check the informant's criminal history (local, state, federal, WSIN, HIDTA) and for any outstanding warrants. Check with any law enforcement agencies the informant may have worked for. Document this information on the C.I. file card. Periodic checks (minimum of twice annually) will be performed on confidential informants. The results of these checks will be noted on their card with appropriate actions following.
  4. If the informant's motive is the desire for a recommendation to the prosecutor regarding pending charges:
    - Obtain unit supervisor's approval;
    - Get the approval of the original agency and/or arresting officer on the concerned charges; and
    - Obtain the prosecutor's approval.
    - The objective is not to allow the informant to "work off" the charge(s), but rather to "work down" the charge(s). Try to get the informant to plead guilty to at least one of the chargeable offenses.
  5. Re-contact the informant.
    - Clarify the informant's motive;
    - If the motive is a recommendation to the prosecutor, complete and sign a Task Force contract. Give the contract to the supervisor to be filed.
    - Check that the C.I. has not been previously signed up under a false name or alias;
    - Obtain a C.I. number and affix it to the C.I. file card. This is to protect the identity of the informant.
    - Affix the sign up detective/investigator's name (one name) to the C.I. file card.
  6. Note on back of C.I. file card the following:
    - Date: When signed up or when C.I. had some activity.
    - Case number if applicable.
    - Detective/investigator's name who was involved in the activity.
    - Action: What the activity was. The first entry should be why the C.I. was signed up. i.e.: Contract sign up; mercenary, etc.; other activities would be: reliability buy; controlled buy; introduction; search warrant; etc.
    - Amount: any money that was paid to the C.I.

Make the C.I. reliable, corroborate the C.I.'s information, and act on that information as soon as possible.

26.03

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### Restrictions

1. No informant under the age of eighteen shall be used without approval of the supervisor, the unit prosecutor, and consent of the C.I.'s parent or guardian if available.
2. If the C.I. is arrested for a state or federal felony while under contract, the C.I.'s use shall be suspended until the matter is resolved.
3. Task force members shall take special caution to avoid developing or encouraging, unwittingly or otherwise, a romantic or personal relationship with an informant.
4. An informant who has been declared unreliable by any police agency shall not be used until removed from unreliable status in WSIN and must have prior supervisor.

### **26.04**

#### Disclosure of Informants

1. The disclosure of a confidential informant's identity in court shall be avoided whenever possible. The requirements for disclosure vary and often depend on the extent of the informant's involvement in the investigation.
2. The question of disclosing the identity of the informant shall be discussed with the Unit prosecutor before trial. Any alternatives which would allow the Task Force to proceed without disclosure should be given full consideration.
3. In some situations, identifying the informant cannot be avoided. The informant may have to testify to support the state's case, or, testify as a defense witness. Depending on the involvement of the informant during an undercover transaction, the C.I. may be viewed as a "Transactional Witness" and may have to be identified. The detective/investigator, in conjunction with the Unit prosecutor, shall ensure that there is no other satisfactory alternative to disclosure.
4. If, when testifying, the detective/investigator is presented with the question of disclosure, the detective/investigator should request time to confer with the prosecutor to determine if there is an alternative.
5. An additional consideration in disclosing the identity of the C.I. is the effect the disclosure will have on that, or other, investigations. The final decision may be to dismiss the case rather than disclose the C.I.'s identity.

### **26.05**

#### Developing Informant Reliability

1. The following are methods and factors in determining the level of reliability of a potential C.I. and/or making a C.I. reliable:
  - How timely is the information provided?
  - Does the C.I. have first hand contact with the suspect or suspect's activity?
  - Has the C.I. provided this, or any other agency, with accurate information in the past and did it result in arrests or seizures?
  - Does the C.I. have knowledge of the auto theft community, frequent places where stolen property is prevalent, and associate with auto thieves, and drug traffickers?

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- Is the C.I. familiar with the types of vehicles stolen, prices at which parts are sold, methods for stealing vehicles and vehicle-related property, and ways to move stolen property?
- Can particular information provided by the C.I. be independently verified through personal knowledge or through other law enforcement sources?
- Does the C.I. have any motives for providing false information?
- Is the potential C.I. seeking counter intelligence?
- Can the potential C.I. identify persons or locations where stolen property or drugs are trafficked, identify the type of drug(s) and stolen property being sold, enter and exit the location, and provide to detective/investigators the stolen property or purchased drugs? (This is known as doing a reliability buy or a controlled buy).

### 26.06

#### Responsibilities and Techniques to Control Informants

1. Always remember that C.I.'s are but one step above crooks and should be trusted accordingly.
2. C.I.'s will not be told of the location of the task force office.
3. C.I.'s absolutely will not participate in raid planning, briefings, or arrests.
4. Detective/investigators shall remember that C.I.'s are resources for all members of the unit, not of the individual member.
5. No less than **two detective/investigators** will meet with a C.I.
6. Authority must be established over the C.I. by maintaining strict control over an investigation and prohibiting the C.I. from attempting to do so.
7. Maintain a professional relationship with C.I.'s.
8. Make only promises that can be kept, especially as it concerns criminal charges involving the C.I.
9. Maintain accurate, complete records of conversations, agreements, and issues relating to C.I.'s.
10. Never disclose a C.I.'s identity because of spite, anger, or revenge.
11. Exchange information with other agencies regarding an informant; however, never exchange information with other C.I.'s.
12. When possible, avoid allowing a C.I. to become a material witness.
13. Being respectful towards a C.I. can go a long way and can aid in extracting information in the C.I. possess.
14. Assure the C.I. that as long as you both have a good honest working relationship, you will do all you can to keep the C.I. anonymous.

### 26.06

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### Responsibilities and Techniques to Control Informants Cont.

15. Some examples to protect C.I.'s anonymity are sealed affidavits; in camera hearings; the use of multiple C.I.'s; and/or the introduction of an undercover.
16. Question and corroborate all information provided by the C.I. Don't accept the C.I.'s information at face value.
17. Do not have the C.I. do what you cannot do legally.
18. Do not continue to use a C.I. that has proven unreliable. Submit a WSIN unreliable C.I. card and place a copy with the C.I.'s file.
19. Reasonable effort should be made to notify the C.I. that their services are no longer needed.

### **26.07**

#### Informant Payments and Records

1. Payment will be made in a manner and amount that is appropriate to the location, scope, nature of the investigation, value of recovered property or contraband, level of arrest, and past performance of the C.I.
2. C.I. payments shall be pre-approved by the supervisor.
3. The C.I. will sign for each payment and the receipt will be witnessed by a second detective/investigator.

### **26.08**

#### Informant File

As part of the task force management of informant's procedure, the confidential informant files will be closed and locked in the supervisors secure file.

These files constitute intelligence and investigative information and are not subject to public disclosure.

1. Informant files shall contain the following information:
  - C.I.'s full name; Aliases; DOB; Physical description; Distinguishing marks; SS#; Address; Phone; Vehicle information; Drug history; Criminal history; Associates and Photograph
  - Name of the detective/investigator who signed up the C.I.
  - C.I. file number.
  - RMS, DOL, WACIC, NCIC, and WSIN record check.
  - Complete history of C.I.'s activity on back of file card.

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### 27.00

#### ELECTRONIC INTERCEPTION OF CONVERSATIONS

All applications for electronic interception will be made in full compliance with, and as applicable to, RCW 9.73 et seq. Electronic Surveillance.

#### 27.01

##### Officer Safety Wire (Pursuant to RCW 9.73.210 and RCW 9.73.130)

1. May be used to monitor the conversation between a unit member or their agent and a suspected violator of the Uniform Controlled Substance Act (RCW 9.73.210) or other criminal activity (RCW 9.73.130).
2. When conducting a drug investigation, specific facts must be present to illustrate the reasonable suspicion of concern for the safety of the undercover or agent (RCW 9.73.210). When conducting a criminal investigation not related to drugs, even if there is concern for the safety of the undercover or agent, probable cause must exist (RCW 9.73.130).
3. On review of those specific facts, the Commander or Lieutenant may authorize the monitoring of said conversation related to drug related crimes. For other crimes, a Judge must authorize the monitoring of the conversation.
4. When the drug investigation is concluded, in the absence of any physical violence or serious violent offense taken against the consenting party, all written, transcribed, or recorded information obtained via the wire intercept will be destroyed. If a Judge authorized the monitoring of the conversation pursuant to established probable cause during a non-drug-related investigation, the wire intercept doesn't have to be destroyed.
5. A safety wire does not require a judicial review but officers should consider this if time permits.

#### 27.02

##### Evidence Wire (Pursuant to RCW 9.73.230 and RCW 9.73.130)

1. May be used to monitor the conversation between a unit member or their agent and a suspected violator of the Uniform Controlled Substance Act (9.73.210) or other criminal activity (9.73.130).
2. Specific facts must be present to illustrate the probable cause to believe that a discussion will take place concerning criminal activity.
3. Obtain unit prosecutor approval.
4. On review of those specific facts, the unit Commander may authorize the monitoring of said conversation if a drug related crime or a judge if another type of crime.
5. Recordings of said conversations shall be impounded as evidence until the conclusion of that investigation and litigation.
6. Judicial review is required within 24 hours after evidence wire has been utilized.

#### 27.03

##### Wire Authorization

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The Unit Commander or any staff officer from a participating agency with the rank of lieutenant or above may sign a wire authorization when the investigation is related to drugs. Otherwise it must be signed by a Judge

### 28.00

#### SEIZURES

Typically, detective/investigators seize items such as cash, vehicles, cellular phones, pagers, scales, computers, etc.

- The case officer's home agency will be responsible for processing the seizure.
- Any seizure over \$20,000 will be divided according to the discretion of the majority vote of the Board.

### 29.00

#### INVESTIGATIVE FUNDS

Investigative funds are available for use by task force detective/investigators to aid in investigations. Proper use and accountability of these funds is of the utmost importance, and misuse of funds will not be tolerated.

The following provides general guidelines for the authorized use of investigative funds. These guidelines are not meant to be exclusive as situations may arise that will require a Commander/Supervisor determination if an expenditure is reasonable.

1. The Supervisor will draw funds as needed from the task force buy fund.
2. The Supervisor will maintain the revolving investigative fund in his/her office safe.
3. A ledger will be maintained by the Supervisor to account for the use and reimbursement of this fund.
4. The Supervisor will audit the investigative fund at the end of each month and submit them to the unit Commander for auditing and approval.

#### 29.01

##### Obtaining Funds and Reimbursement

1. Unit members will be issued the investigative funds by the supervisor.
2. Each unit member will be responsible for the issued money. The unit members will at all times have available the issued amount of cash and/or combination of cash and receipts.
3. The supervisor will issue funds as requested to maintain a consistent balance.
4. Each unit member will maintain a ledger and keep a separate record reflecting the monthly beginning balance, amounts of money issued during the month, expenditures during the month, and the monthly ending balance.
5. In addition to the ledger, unit members will fill out a receipt for each expenditure indicating: Reason for the expenditure; date, case number and C.I. number if applicable; category in which the expenditure was made; Signed by the C.I. if applicable; signed and dated by the unit member; and signed by a second unit member that was present if applicable.

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6. Unit members will submit the original monthly ledger and receipts to the supervisor on the first work day of the new month.

### **29.02**

#### Authorized Use of Investigative Funds

1. Payment to C.I.'s for specific information and expenses for case development.
2. Purchase of contraband, stolen property, firearms, or other items necessary to document crimes and identify participants for prosecution, or establish informant reliability.
3. Payments shall be pre-approved by the supervisor.
4. Supervisor approval is required prior to a third buy/walk on any one suspect, in addition to the following information:
  - Name, address (actual living location), and vehicle information;
  - Full criminal history check;
  - A third buy/walk must further the investigation beyond a third delivery charge.
5. Deliveries to C.I.'s are discouraged unless the C.I. is willing to provide a written statement and testify, or, the buy leads to a search warrant.
6. A C.I. should not take delivery more than two times on any one case without prior supervisor approval.
7. The supervisor may approve expenditures up to \$1000.00; however, expenditures exceeding that amount must have the approval of the unit commander.

### **29.03**

#### Non-authorized Use of Funds

1. Non-authorized uses of funds are prohibited and may result in disciplinary action.
2. Under no circumstances are investigative funds to be used for any personal expenses, with the exception of meals, and then only if it is associated with the furtherance of a specific investigation.
3. Investigative funds are not to be used to purchase items that could be purchased through the normal purchasing process.

### **29.04**

#### Monthly Audits

1. The task force supervisor shall conduct monthly random audits of detective/investigators to verify that the appropriate receipts and cash on hand are balanced. Audit information (date/amount) will be recorded on the detective/investigator's monthly expense report.

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**30.00**

### ADMINISTRATIVE INVESTIGATIONS

The Task Force recognizes the critical importance and absolute necessity of a relationship of trust and confidence between members of our organization and the community that we serve. The Task Force Supervisor will take and address complaints which he/she will attempt to resolve. If the complaint cannot be resolved or is a violation of the law enforcement code of ethics or is a criminal matter, it will be referred to the Task Force member's home agency.

Discipline will be determined according to the policies and procedures of the Task Force member's home agency.

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APPENDIXES

ORGANIZATIONAL CHART

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Task Force Organizational Chart 2013