

November 27, 2013

Don Anderson
Mayor

Jason Whalen
Deputy Mayor

Mary Moss
Councilmember

Michael D. Brandstetter
Councilmember

John Simpson
Councilmember

Marie Barth
Councilmember

Paul Bocchi
Councilmember

John J. Caulfield
City Manager

NOTICE

LAKWOOD CITY COUNCIL AND YOUTH COUNCIL JOINT MEETING

Notice is hereby given that the Lakewood City Council and the Youth Council will be meeting on Sunday, December 8, 2013, at 1:00 p.m., at Lakewood City Hall, 6000 Main Street SW, Lakewood, Washington and traveling to the Pacific Science Center, 200 Second Avenue N., Seattle, Washington.

The purpose of the meeting is to attend the RACE: Are We So Different exhibit.

A handwritten signature in cursive script, appearing to read "Alice M. Bush".

Alice M. Bush, MMC
City Clerk



LAKWOOD CITY COUNCIL AGENDA

Monday, December 2, 2013

7:00 P.M.

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

Page No.

Call to Order

Swearing-In Ceremony

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 Special meeting of November 13, 2013.
- (2) B. Approval of the minutes of the City Council Special meeting of November 18, 2013.
- (3) C. Approval of the minutes of the City Council meeting of November 18, 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.

- (10) D. Approval of payroll checks, in the amount of \$2,148,759.13, for the period October 16, 2013 through November 15, 2013.
- (13) E. Approval of claim vouchers, in the amount of \$1,734,552.04, for the period October 31, 2013 through November 21, 2013.
- (65) F. Items Filed in the Office of the City Clerk:
1. Planning Advisory Board meeting minutes of November 6, 2013.

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

Public Hearings and Appeals

- (68) This is the date set for a public hearing on the proposed 2013-2014 biennial budget amendments.

Appointments

- (89) Motion No. 2013-58

Confirming the appointment of Grant Blinn as Municipal Court Judge, from January 1, 2014 through December 31, 2017, and authorizing the City Manager to execute an agreement for judicial services. - *City Manager*

- (93) Motion No. 2013-59

Confirming the City Manager's appointment of Stafford Smith as Hearings Examiner and Phil Olbrechts as Hearings Examiner Pro-Tem for a two-year term, and authorizing the execution of agreements for said services. - *Assistant City Manager for Development Services*

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

Ordinances(103) Ordinance No. 572

Vacating a portion of 104th Street Court South. - *Public Works Director*

(109) Ordinance No. 573

Amending Sections 03.70.202, 09A.03.000, 09A.03.130, 09A.06.010, 09A.12.000 and 10.04.030, creating Sections 09A.03.081 and 09A.03.085 and repealing 09A.12.030 of the Lakewood Municipal Code relative to the criminal code. - *City Attorney*

(121) Ordinance No. 574

Amending Section 02.16.090 and repealing Section 02.16.135 of the Lakewood Municipal Code relative to the Municipal Court judicial position. - *City Attorney*

Resolution(126) Resolution No. 2013-27

Authorizing the submission of a Section 108 loan application to the U. S. Department of Housing and Urban Development, in the amount of \$310,000, to develop the Living Access Support Alliance Prairie Oaks Client Services Center at 8954, 8956 and 8960 Gravelly Lake Drive SW. - *Assistant City Manager for Development Services*

Unfinished Business

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<http://www.cityoflakewood.us>

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

New Business(157) Motion No. 2013-60

Authorizing the execution of an agreement with the Humane Society for Tacoma-Pierce County, in the amount of \$106,050, for animal sheltering services from January 1, 2014 through December 31, 2014. - *Police Chief*

(165) Motion No. 2013-61

Approving the 2014 lodging tax funding allocations and authorizing the execution of agreements for said services. - *Economic Development Manager*

(168) Motion No. 2013-62

Authorizing the execution of a memorandum of agreement with the cities of DuPont, Lacey, Tacoma, Yelm, Joint Base Lewis McChord, Pierce County, Thurston County, Tacoma-Pierce County Chamber of Commerce, Tacoma-Pierce County Health Department, Thurston County Regional Planning Council, United Way of Pierce County, Washington Military Department, Camp Murray and Washington State Department of Transportation relative to the South Sound Military and Communities Partnership. - *Assistant City Manager for Development Services*

(176) Motion No. 2013-63

Authorizing the execution of a grant agreement with the Washington State Department of Ecology, in the amount of \$300,000, for the stormwater outfall program. - *Public Works Director*

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

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<http://www.cityoflakewood.us>

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

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

MEETING SCHEDULE
December 2, 2013 – December 6, 2013

Date	Time	Meeting	Location
December 2	4:30 P.M.	Arts Commission	Lakewood City Hall 3 rd Floor, Executive Conference Room 3A
	6:00 P.M.	Youth Council	Lakewood City Hall 3 rd Floor, Executive Conference Room 3A
	7:00 P.M.	City Council	Lakewood City Hall Council Chambers
December 3	No Meetings Scheduled		
December 4	5:15 P.M.	Public Safety Advisory Committee	Lakewood Police Station Multi-Purpose Room 9401 Lakewood Drive SW
December 5	9:30 A.M.	Civil Service Commission	Lakewood City Hall 1 st Floor, Conference Room 1E
	6:30 P.M.	Tillicum/Woodbrook Neighborhood Association	Tillicum Community Center 14916 Washington Avenue SW
December 6	No Meetings Scheduled		
December 7	No Meetings Scheduled		
December 8	1:00 P.M.	Joint City Council and Youth Council trip to Pacific Science Center	Meet at City Hall Pacific Science Center 200 Second Avenue N. Seattle, WA

TENTATIVE MEETING SCHEDULE
December 9, 2013 – December 12, 2013

Date	Time	Meeting	Location
December 9	7:00 P.M.	City Council Study Session	Lakewood City Hall Council Chambers
December 10	7:30 A.M.	Redevelopment Advisory Board	Lakewood City Hall 3 rd Floor, Executive Conference Room 3A
December 11	No Meetings Scheduled		
December 12	7:30 A.M.	Lakewood's Promise Advisory Board	Lakewood City Hall 3 rd Floor, Executive Conference Room 3A
	3:30 P.M. By appointment Only	City Talk with the Mayor or another Councilmember. Please call 253-589-2489 for an Appointment	Lakewood City Hall Mayor's Office, 3 rd Floor
	6:00 P.M.	Lakewood Sister Cities Association	Lakewood City Hall 1 st Floor, Conference Room 1E
	7:00 P.M.	Lake City Neighborhood Association	Lake City Fire Station 8517 Washington Blvd. SW
December 13	No Meetings Scheduled		
December 14	9:00 A.M.	City Council Retreat	Lakewood City Hall 3 rd Floor, Executive Conference Room 3A

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 SPECIAL MEETING

Wednesday, November 13, 2013
Oakbrook Golf & Country Club
8102 Zircon Drive SW
Lakewood, Washington 98498

CALL TO ORDER

Mayor Anderson called the meeting to order at 5:10 p.m.

ATTENDANCE

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

Councilmember Excused: 1 - Councilmember Helen McGovern-Pilant.

Others Present: Gary Brackett, Tacoma-Pierce County Chamber of Commerce; Pat Brewer, Pierce County Realtors; John Caulfield, City of Lakewood; Brent Champaco, City of Lakewood; Senator Steve Conway; Ted Danek, City of DuPont; Josh Frey, CalPortland, DuPont; Michael Grayum, DuPont Mayor; Representative Tami Green; JBLM Colonel Charles Hodges; Jennifer Joly, Pierce County; Representative Steve Kirby; Connie Ladenburg, Pierce County; Ron Lucas, Steilacoom Mayor; Representative Dick Muri; Senator Steve O'Ban; Dan Penrose, City of Lakewood; Tim Puryear, Northwest Building, LLC; Doug Richardson, Pierce County; Catherine Rudolph, Pierce County Realtors; Representative David Sawyer; Alex Solando, Gordon Thomas Honeywell Governmental Affairs; Briahna Taylor, Gordon Thomas Honeywell Governmental Affairs; and Jim Tweedy, CalPortland, DuPont

I-5 JBLM CORRIDOR

Discussion ensued on funding for the I-5 JBLM corridor in a state transportation revenue package.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:10 p.m.

DON ANDERSON, MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



LAKWOOD CITY COUNCIL MINUTES SPECIAL MEETING

Monday, November 18, 2013
City of Lakewood
Conference Room 1E
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

Mayor Anderson called the meeting to order at 5:30 p.m.

ATTENDANCE

Councilmembers Present: 5 – Mayor Don Anderson; Deputy Mayor Jason Whalen; Councilmembers Mike Brandstetter, Marie Barth and Paul Bocchi.

Councilmembers Excused: 2 - Councilmembers Mary Moss and Helen McGovern-Pilant.

Youth Council and Others Present: John Simpson, Justine Gold, Lexi Johnson, Nina Klinkhammer, Olga Legkun, Neeana Marcus, Demetria Mitchell, Sau Maele Nielsen, Tise Maele Nielsen, Sarah Olives, Keila Pritchard, Michael Romero, Riki Takeuchi, Amanda Thomas, Bianca Vieyra, and Marcos Vieyra.

RACE: ARE WE SO DIFFERENT EXHIBIT

Discussion ensued on the RACE: Are We So Different exhibit showing at the Pacific Science Center.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:30 p.m.

DON ANDERSON, MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



LAKESWOOD CITY COUNCIL MINUTES

November 18, 2013
City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

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

ROLL CALL

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

FLAG SALUTE

The Pledge of Allegiance was led by Mayor Anderson.

REPORTS BY THE CITY MANAGER

City Manager Caulfield reported that the Senate Transportation Committee hearing is scheduled for this Thursday, November 21, 2013 relative to the transportation proposal on the I-5/JBLM corridor.

He then reported that on November 21, 2013 from 3:00 p.m. – 7:00 p.m., Les Schwab and Q13 will be hosting a Food Drive Event at the South Hill, Puyallup Wal-Mart. Food can also be dropped off at Lakewood Police Department and Les Schwab through November 22, 2013.

On Friday, December 6, 2013, the annual tree lighting event will begin at 4:00 p.m., at City Hall followed by the annual Jingle Bell run on Saturday, December 7, 2013 at 9:00 a.m. at City Hall.

He then reported that a City Council Retreat is scheduled for Saturday, December 14, 2013 to discuss City Council goals and priorities.

He explained that in the past the Council had typically cancelled the last two Council meetings in December. The Council concurred with cancelling the December 23, 2013 City Council meeting. December 30, 2013 is a fifth Monday and no meeting is scheduled.

City Manager Caulfield reported that staff is planning a change of command event for Colonel Miller at Thornewood Castle. The dates of January 10, 11, 24 or 25, 2014 are available at Thornewood Castle. He asked Council to inform him of Council's availability on any of the dates mentioned.

PUBLIC COMMENTS

Speaking before the Council were:

Dennis Haugen, Lakewood resident, showed a video of Governor Nikki Haley.

Jessica Arley, Tacoma resident, Pierce County Coalition to End Homelessness, spoke about ending homelessness and the need to provide supportive housing for the chronic homeless.

Katherine Rudolf, Tacoma-Pierce County Association of Realtors, spoke about the 2014 property tax levy.

Michael Moore, Lakewood resident, spoke in support of the property tax credit for Oakbrook Golf Course.

Glen Speith, Lakewood Historical Society, announced that the Lakewood Historical Society will be holding a meeting on November 19, 2013 about the Buffalo Soldiers.

Don Russell, Lakewood resident, thanked Council for a letter by Community Development addressed to Fish and Wildlife about their proposed code changes.

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

- A. Approval of the minutes of the City Council meeting of November 4, 2013.
- B. Approval of the minutes of the City Council Study Session of November 12, 2013.
- C. Items Filed in the Office of the City Clerk:
 - 1. Lakewood Arts Commission meeting minutes of October 7, 2013.
 - 2. Planning Advisory Board meeting minutes of October 2, 2013.
 - 3. Community Development Block Grant Citizens' Advisory Board meeting minutes of September 18 and 25, 2013.
- D. Motion No. 2013-56

Setting Monday, December 2, 2013, at approximately 7:00 p.m., as the date for a public hearing by the City Council on the proposed 2013-2014 budget amendments.

COUNCILMEMBER BRANDSTETTER REQUESTED THAT ITEM D. BE REMOVED FROM THE CONSENT AGENDA TO THE REGULAR AGENDA.

COUNCILMEMBER MCGOVERN-PILANT MOVED TO ADOPT ITEMS NO. A-C OF THE CONSENT AGENDA AS PRESENTED. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

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

D. Motion No. 2013-56

Setting Monday, December 2, 2013, at approximately 7:00 p.m., as the date for a public hearing by the City Council on the proposed 2013-2014 budget amendments.

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT SETTING MONDAY DECEMBER 2, 2013 AT APPROXIMATELY 7:00 P.M. AS THE DATE FOR A PUBLIC HEARING BY THE CITY COUNCIL ON THE PROPOSED 2013-2014 BUDGET AMENDMENTS. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

PUBLIC HEARINGS AND APPEALS

This is the date set for a public hearing on vacating a portion of 104th Street Court South.

Speaking before the Council were:

Margaret Archer, Attorney, Gordon Thomas Honeywell, representing Miles Sand and Gravel, asked if the Council had any questions.

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

ORDINANCES

Ordinance No. 569 authorizing the condemnation of properties at 8008 to 8248 Bridgeport Way SW for right-of-way acquisition to construct improvements on Bridgeport Way SW from 83rd Avenue SW to 75th Street West.

COUNCILMEMBER BOCCHI MOVED TO ADOPT ORDINANCE NO. 569. SECONDED BY DEPUTY MAYOR WHALEN. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Ordinance No. 570 adopting the 2014 property tax levy.

DUE TO THE LACK OF A MOTION, THE ORDINANCE NO. 570 DIED.

IT WAS THE CONSENSUS OF THE COUNCIL TO CALL A SPECIAL MEETING ON MONDAY, NOVEMBER 25, 2013 TO CONSIDER THE 2014 PROPERTY TAX LEVY.

RESOLUTIONS

Resolution No. 2013-25 authorizing the City Manager to execute a purchase and sale agreement with Pierce County, in the amount of \$200,000, for the acquisition of property at 8807 25th Avenue South for Wards Lake Park.

DEPUTY MAYOR WHALEN MOVED TO ADOPT RESOLUTION NO. 2013-25. SECONDED BY COUNCILMEMBER BARTH. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Resolution No. 2013-26 affirming the Pierce County Council Ordinance 2013-46 relative to the Oakbrook Golf Course open space application for property tax credit.

COUNCILMEMBER MCGOVERN-PILANT MOVED TO ADOPT RESOLUTION NO. 2013-26. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Motion No. 2013-57 authorizing the City Manager to execute agreements relative to 2014 human services programs.

COUNCILMEMBER MCGOVERN-PILANT RECUSED HERSELF FROM DISCUSSION OF THIS MATTER.

DEPUTY MAYOR WHALEN MOVED TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS RELATIVE TO 2014 HUMAN SERVICES PROGRAMS.

SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED WITH COUNCILMEMBER MCGOVERN-PILANT ABSTAINING.

BRIEFING BY THE CITY MANAGER

City Manager Caulfield reported that LPD's EVAC team participated in training of 117 police officers across nine agencies. He announced that the Lakewood Police Department is sponsoring a Public Information Officers media meet and greet on November 21, 2013.

On Friday, November 15, 2013, the Economic Development Department received a notice about Camp Murray hosting a meeting on December 4, at 5:30 p.m., at Tillicum Neighborhood Center regarding the National Guard Readiness Center.

He noted that the Community Development Department has responded to a proposed rule change to the Department of Fish and Wildlife relative to docks.

City Manager Caulfield explained that six candidates were interviewed for the Municipal Court Judge position today. He indicated that he is planning to provide the Council with an appointment at the December 2, 2013 Council meeting.

He reported that budget modifications for the 2013-2014 biennial budget is scheduled to be presented to the Council at the November 25, 2013 Study Session. He noted that the amendments include revising all fund balances to reflect ending fund balances; housekeeping adjustments; grants and other contribution modifications; updates to revenues; funding for technological improvements; SSMCP funding; \$800,000 CMS adjustment; and a decrease in South Sound 911 funding. A third quarter financial report is scheduled for the December 16, 2013 Council meeting. He reported that the City is looking at a purchasing policy, fleet equipment, developing a more comprehensive risk management program and IT strategic plan, as well as reviewing a public defender contract, development of a six year financial forecast and 6 year technology plan, comparing Lakewood to other entities and benchmarking to create efficiencies.

Deputy Mayor Whalen asked when looking at economic development in the 2014 budget that there be an analysis of permitting activity and what impacts it might have going into 2014.

Councilmember Brandstetter asked if the City is expecting to receive a response from the City's letter to Fish and Wildlife. Assistant City Manager Bugher indicated that typically Fish and Wildlife do not respond, but the City will be asking for a response before Fish and Wildlife makes a decision.

CITY COUNCIL COMMENTS

Councilmember Moss indicated that she was an honorary guest of the Greater Puget Sound Buffalo Soldier's event.

Councilmember Bocchi spoke about an Oakbrook sign and the work volunteers are making on landscaping. Councilmember Bocchi announced that Pierce County sewer set aside money is available in the amount of \$750,000 for economic development and the City might consider applying for these funds. Councilmember Bocchi spoke about the Pierce College girls volleyball tournament.

Councilmember Barth spoke about the governmental affairs meeting she attended and the South Sound Military Partnership meeting.

Councilmember McGovern-Pilant reported that she will not be able to attend the Lakewood Heritage Advisory Board meeting on November 21, 2013.

Deputy Mayor Whalen announced that the Pierce County Regional Council meeting will be held on Thursday, November 21, 2013. He asked if a Councilmember could attend that meeting since he will be out of town. He spoke about the meeting with legislators last week on the City's transportation request for I-5/JBLM funding. He then spoke about working together with JBLM on the I-5/JBLM traffic congestion.

Mayor Anderson spoke about a potential business development opportunity from his visit to China. He spoke about a Pierce Transit Board meeting he attended and that sales tax revenue has increased. He announced that Coffee with the Mayor will be held on Tuesday, November 19, 2013. He suggested that the Council consider placing a 4-2 Stryker memorial in Lakewood.

Mayor Anderson then asked about a 17 unit town home project at Lawndale. Mayor Anderson spoke about supporting the Westside classic district qualifying meet at American Lake Veterans Hospital golf course.

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Executive Session

Mayor Anderson announced that Council will recess into Executive Session for approximately 20 minutes to discuss potential litigation.

* * * * *

Council recessed into Executive Session at 9:00 p.m. and reconvened at 9:20 p.m. At 9:20 p.m. Mayor announced executive session will be extended an additional 5 minutes.

Council reconvened at 9:25 p.m.

* * * * *

Council then recessed into a closed session to discuss employee relations pursuant to RCW 42.30.140(4).

ADJOURNMENT

There being no further business, the meeting adjourned at 9:25 p.m.

DON ANDERSON, MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



To: Mayor and City Councilmembers
From: Tho Kraus, Assistant City Manager - Administrative Services
Through: John J. Caulfield, City Manager
Date: November 25, 2013
Subject: Payroll Check Approval

Payroll Period: October 16 - November 15, 2013

Total Amount: \$2,148,759.13

Checks Issued:

Number of Checks Issued: 17

Check Numbers: 113067 - 113084

Total Amount of Checks Issued: \$20,677.30

Electronic Funds Transfer:

EFT Numbers: 112644 - 112666

Total Amount of EFT Payments: \$448,101.27

Direct Deposit:

Total Amount of Direct Deposit Payments: \$1,474,622.32

Federal Tax Deposit:

Deposit Number: 314-315

Total Amount of Deposit: \$205,358.24

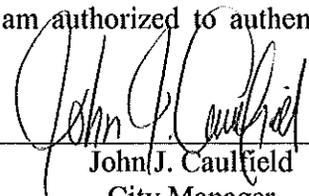
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims are just and due obligations against the City of Lakewood, Washington, and that I am authorized to authenticate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



Mary Ann Norquist
Finance Manager



Tho Kraus
Assistant City Manager
Administrative Services



John J. Caulfield
City Manager

Payroll Distribution
City of Lakewood
Pay Period ending 10-31-13

Direct Deposit and ACH in the amount of : \$1,226,571.43
Payroll Ck#'s 113067 - 113077 in the amount of : \$18,789.44
Total Payroll Distribution: \$1,245,360.87

Employee Pay Total by Fund:

	<u>Amount</u>
001 - General Fund	
City Council	\$ 2,600.00
Municipal Court	\$ 35,155.86
City Manager	\$ 8,900.00
Finance and IS	\$ 47,570.62
Legal	\$ 30,648.07
Community Development	\$ 44,996.75
Human Resources	\$ 14,521.00
Parks and Recreation	\$ 39,299.68
Economic Development	\$ 8,665.93
Police	\$ 401,689.23
Public Works (98)	\$ 9,245.54
Non-Departmental (99)	\$ 31,028.64
General Fund Total	\$ 674,321.32
101 - Street Operations and Maintenance	\$ 30,874.62
102 - Street Capital Projects Fund	\$ 31,176.35
104 - Hotel / Motel Fund	\$ 1,114.57
180 - Narcotics Seizure Fund	\$ 2,580.44
190 - Grant Fund	\$ 7,255.26
191 - NSP Grant Fund	\$ 1,013.82
192 - OEA Grant Fund	\$ 6,346.50
195 - Public Safety Grant Fund	\$ 3,839.06
311 - Sewer Project CIP Fund	\$ 398.50
312 - Sewer Availability	\$ 754.89
401 - Surface Water Management Fund	\$ 35,602.45
Other Funds Total	\$ 120,956.46

Employee Gross Pay Total	\$ 795,277.78
Benefits and Deductions:	\$ 450,083.09
Grand Total	\$ 1,245,360.87

Payroll Distribution
City of Lakewood
Pay Period ending 11-15-13

Direct Deposit and ACH in the amount of : \$901,510.40
Payroll Ck#'s 113078 - 113084 in the amount of : \$1,887.86
Total Payroll Distribution: \$903,398.26

Employee Pay Total by Fund:

	<u>Amount</u>
001 - General Fund	
City Council	\$ 2,600.00
Municipal Court	\$ 35,529.75
City Manager	\$ 10,081.53
Finance and IS	\$ 47,816.83
Legal	\$ 30,654.57
Community Development	\$ 44,625.77
Human Resources	\$ 14,521.00
Parks and Recreation	\$ 32,871.02
Economic Development	\$ 9,525.67
Police	\$ 412,150.83
Public Works (98)	\$ 9,219.22
Non-Departmental (99)	\$ 27,479.35
General Fund Total	\$ 677,075.54
101 - Street Operations and Maintenance	\$ 27,563.47
102 - Street Capital Projects Fund	\$ 29,573.33
104 - Hotel / Motel Fund	\$ 254.83
180 - Narcotics Seizure Fund	\$ 2,960.74
190 - Grant Fund	\$ 6,244.69
191 - NSP Grant Fund	\$ 1,149.23
192 - OEA Grant Fund	\$ 6,346.50
195 - Public Safety Grant Fund	\$ 3,835.35
311 - Sewer Project CIP Fund	\$ 589.78
312 - Sewer Availability	\$ 201.62
401 - Surface Water Management Fund	\$ 30,719.18
Other Funds Total	\$ 109,438.72

Employee Gross Pay Total	\$ 786,514.26
Benefits and Deductions:	\$ 116,884.00
Grand Total	\$ 903,398.26



To: Mayor and City Councilmembers
From: Tho Kraus, Assistant City Manager/Administrative Services
Through: John J. Caulfield, City Manager
Date: November 25, 2013
Subject: Claims Voucher Approval

Check Run Period: October 31 – November 21, 2013

Total Amount: \$1,734,552.04

Checks and EFTs Issued:

Check/EFT Numbers: 73407-73522 & 73584-73822,

Total Amount of Checks/ EFT Payments: \$1,704,777.00

Wire Transfer:

Total Amount of Wire Payments: \$29,775.04

Void Checks:

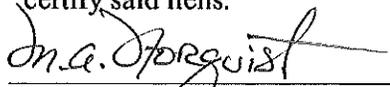
Number of Checks Voided: 60

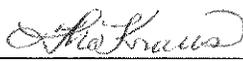
Check Numbers: 73523-73583

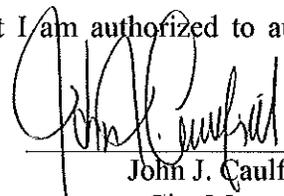
Total Amount of Void Checks: \$353,052.81

Voids are due to Eden update causing problems with the signature file

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


Mary Ann Norquist
Finance Manager


Tho Kraus
Assistant City Manager/
Administrative Services


John J. Caulfield
City Manager

Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
csb	10/31/2013	000074 BUSH, ALICE M	689287		FOOD FOR 10/23/13 PCCFOA MTG/LUN	10.39
					Total :	10.39
73408	10/31/2013	009926 CASCADE RIGHT-OF-WAY SVCS LLC	001 13002-LAK		E1169 GLD/100TH ST THRU 09/30/13	680.00
			014 12001-LAK		E1170 BPW SW THRU 09/30/13	1,020.00
					Total :	1,700.00
73409	10/31/2013	010262 CENTURYLINK	206-T01-1710 414B		PHONE SERVICE	334.50
			206-T01-4100 666B		PHONE SERVICE	334.50
			253-582-0174 486B		PHONE SERVICE	149.48
			253-582-0669 467B		PHONE SERVICE	161.42
			253-582-0966 875B		PHONE SERVICE	43.98
			253-582-1023 738B		POLICE INTERNET SERVICE THRU 11.1	65.99
			253-582-7426 582B		PHONE SERVICE	72.35
			253-582-9966 584B		PHONE SERVICE	43.98
			253-588-4697 855B		POLICE INTERNET SERVICE THRU 11.1	50.35
			253-589-8734 340B		PHONE SERVICE	110.35
					Total :	1,366.90
73410	10/31/2013	002120 CHICAGO TITLE INSURANCE CO	0002206-TR-1		MHR-118 BAKER	154.65
					Total :	154.65
73411	10/31/2013	003883 CHUCKALS INC	758166-0		SUPPLIES	16.28
			758168-0		SUPPLIES	27.44
			758323-0		SUPPLIES	23.72
			758323-1		SUPPLIES	5.51
			758565-0		SUPPLIES	480.16
					Total :	553.11
73412	10/31/2013	000536 CITY TREASURER/CITY OF TACOMA	90520089		4TH QTR, 2013 RADIO NETWORK USEF	20,325.00
					Total :	20,325.00
73413	10/31/2013	000536 CITY TREASURER/CITY OF TACOMA	100218262PW 10/24/13		UTILITIES	118.29
			100218270PW 10/24/13		UTILITIES	6.19
			100218275PW 10/24/13		UTILITIES	105.23
			100228664PW 10/22/13		UTILITIES	72.02

10/31/2013 12:02:03PM

Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
73425	10/31/2013	000299 LAKEVIEW LIGHT & POWER CO.	(Continued) 67044-026PW 10/21/13 67044-030PW 10/14/13 67044-039PW 10/21/13 67044-044PW 10/21/13 67044-046PW 10/21/13 67044-047PW 10/21/13 67044-064PW 10/21/13 67044-072PW 10/14/13 67044-073PW 10/14/13 924		LIGHTS LIGHTS LIGHTS LIGHTS LIGHTS LIGHTS LIGHTS LIGHTS LIGHTS W0067 PAC HWY/GLD ST LT POLE	44.48 44.48 33.52 48.50 91.36 53.57 29.86 35.45 128.21 2,117.80 3,122.18
73426	10/31/2013	000280 LAKEWOOD CHAMBER OF COMMERCE	06/18/13		2013-14 MEMBERSHIP DIRECTORY AD	1,020.00 1,020.00
73427	10/31/2013	005490 LAKEWOOD PLAYHOUSE	10/21/13		LODGING TAX GRANT	723.71 723.71
73428	10/31/2013	000298 LAKEWOOD TOWING	199932		9/27/13 TOWING	76.58 76.58
73429	10/31/2013	010485 LAW OFFICE OF R TYE GRAHAM	44 2013 45 2013		OCT 15-18 DOCKET COVERAGE OCT 22-25 DOCKET COVERAGE	1,125.00 1,262.50 2,387.50
73430	10/31/2013	009724 MILES RESOURCES LLC	231719 231720		RAW MATERIALS RAW MATERIALS	60.17 168.78 228.95
73431	10/31/2013	004467 PENROSE, DAN	05/13 SSMCP 06/13 - 08/13 SSMCP		05/13 SSMCP MILEAGE 06/13 - 08/13 SSMCP MILEAGE	114.47 125.65 240.12
73432	10/31/2013	000480 PERRUSSEL, MELODY	09/13 MILEAGE		09/13 MEETING MILEAGE	8.05 8.05
73433	10/31/2013	003198 PIERCE COLLEGE	78017		JULY - SEPT, 2013 LAKEWOODS PROM	6,500.00

Bank code :	csb				PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice				
73433	10/31/2013	003198 PIERCE COLLEGE	AR152580				
73434	10/31/2013	000407 PIERCE COUNTY	SEPT, 2013			3RD QTR 2013 PROFIT DISTRIBUTION SEPT, 2013 COUNTY CRIME VICTIM/WI	2,618.73 1,273.88 3,892.61
73435	10/31/2013	010630 PRINT NW	5824401			JON HOWE: BUSINESS CARDS	59.57 59.57
73436	10/31/2013	007183 PRO-VAC	130904-001 131001-022 131001-029			CLEAN STORM SYSTEM EDUCTOR TRUCK TO CLEAN STORM L EDUCTOR TRUCK/CLEAN STORM FOR	965.00 2,759.00 2,255.00 5,979.00
73437	10/31/2013	002912 SOUND ELECTRONICS	48819			REPAIR FIRE ALARM	185.98 185.98
73438	10/31/2013	009493 STAPLES ADVANTAGE	3210892808 3211800643 3211852964 3211852965 3212218340 3212293755 3212345149 3212345151 3212406010 3212406011 3212629625 3212629626			SUPPLIES SUPPLIES RETURN SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	25.42 7.05 -23.50 23.50 480.91 31.00 519.79 127.45 637.26 72.76 318.63 179.72 2,399.99
73439	10/31/2013	002458 SUMMIT LAW GROUP	64475			GENERAL LABOR SERVICES THRU 09/	232.37 232.37
73440	10/31/2013	006497 SYSTEMS FOR PUBLIC SAFETY	22660			CV#2121007 REPLACE RETAINING BOL	125.17 125.17
013441	10/31/2013	000153 TYLER TECHNOLOGIES INC	045-97769			LAKEWOOD CAFR	225.00

Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
csb	10/31/2013	009735	COST MANAGEMENT SERVICES INC (Continued)			
73453	10/31/2013	009735	RE 43 GM01345L098		09/13 MAINTENANCE OF SIGNAL SYST	Total: 1,030.21
73454	10/31/2013	008105	DEPARTMENT OF TRANSPORTATION		E1170 09/13 BPW 83RD TO 75TH REVIE	238.76
			RE 43 JC4024 L009		09/13 TRAFFIC MANAGEMENT CENTEF	627.90
			RE-313-ATB31015020		Total:	1,155.20
73455	10/31/2013	001531	DEPT OF ECOLOGY		DAM SAFETY FEE THRU 06/30/14	2,021.86
			2014-DSPI12139		PENROSE: PROJECT DESIGN/EVAL CC	881.00
			PROJ DESIGN 12/13		Total:	125.00
73456	10/31/2013	000138	DEPT OF LICENSING, STATE OF WASHINGTON		CV# 1523502 VEHICLE REG. REPLACE	1,006.00
			1523502		Total:	47.25
73457	10/31/2013	010627	EISENHOUR SCULPTURE	51	REPAIR/INSTALL ARTWORK FOR CITY	47.25
					Total:	250.00
73458	10/31/2013	000166	FEDERAL EXPRESS		SHIPPING & HANDLING CHARGES	70.52
			2-437-87453		SHIPPING & HANDLING CHARGES	27.37
			2-445-37100		Total:	97.89
73459	10/31/2013	005398	GLOBAL SECURITY &		INSTALL CHARGES	1,136.68
			4125772		4Q/13 INTRUSION MONITORING SERVI	134.85
			4125773		Total:	1,271.53
73460	10/31/2013	010838	GRAVELLY LAKE TOWNHOMES		REFUND PERMIT 131265	4,668.12
					Total:	4,668.12
73461	10/31/2013	010838	GRAVELLY LAKE TOWNHOMES		REFUND PERMIT 131269	1,164.90
					Total:	1,164.90
73462	10/31/2013	010838	GRAVELLY LAKE TOWNHOMES		REFUND PERMIT 131270	650.10
					Total:	650.10
73463	10/31/2013	010836	MACY, ALLEN		REFUND PERMIT 131243	85.80
					Total:	85.80
0073464	10/31/2013	000376	OFFICE DEPOT		SUPPLIES	20.78

Voucher List
CITY OF LAKEWOOD

Bank code :	csb				PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice				
73464	10/31/2013	000376 OFFICE DEPOT				Total :	20.78
73465	10/31/2013	010837 O'SAGE SIGNS LLC	R13004778	(Continued)		REFUND PERMIT 130922	333.23
						Total :	333.23
73466	10/31/2013	004498 PUGET PAVING CONST INC	E2130 PP#2			E2130 PP#2 HOT MIX ASPHALT PATCHI	13,559.10
						Total :	13,559.10
73467	10/31/2013	000445 PUGET SOUND ENERGY	200001527551/PARKS			FT STEILACOOM RESTROOM SERVICE	38.79
			200008745289/PW			9401 LKWD DR SW THRU 10/15/13	300.08
			200018357661/PW 10/13			6000 MAIN ST SW THRU 10/16/13	879.57
			300000005037PW 08/13			GLD & VETERANS DR THRU 08/28/13	448.40
			300000005037PW 09/13			GLD & VETERANS DR THRU 09/27/13	479.03
			300000010896/PARKS			FT STEILACOOM SERVICE THRU 10.17	268.54
			300000010938/PARKS			FT STEILACOOM SERVICE THRU 10.17	203.43
						Total :	2,617.84
73468	10/31/2013	005342 RAINIER LIGHTING & ELECTRICAL	317788-1			SUPPLIES	20.46
						Total :	20.46
73469	10/31/2013	010835 REDI NATIONAL PEST ELIMINATORS	561683			8803 MEADOW RD SW/1 YEAR SERVIC	1,397.21
						Total :	1,397.21
73470	10/31/2013	009650 RELIABLE OFFICE SUPPLIES	DWMT2501			PO 4455 HP INK	133.38
						Total :	133.38
73471	10/31/2013	010841 SCHULZ, MILLIE	R13005153			REFUND ON PERMIT #131116	221.93
						Total :	221.93
73472	10/31/2013	002459 SECRETARY OF STATE-IMAGING	3128			IMAGING	1,036.95
						Total :	1,036.95
73473	10/31/2013	000517 STATE AUDITOR'S OFFICE	L100328			09/13 AUDIT SERVICES	20,044.18
						Total :	20,044.18
73474	10/31/2013	010839 TACOMA PLUMBING	R13005226			REFUND ON PERMIT #131172	58.00
						Total :	58.00

Voucher List
CITY OF LAKEWOOD

Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
csb	10/31/2013	009729 THE COMPLETE LINE LLC	0151032-002		SUPPLIES	412.55
					Total :	412.55
	10/31/2013	004621 TPCSC	182		LODGING TAX GRANT	12,796.31
					Total :	12,796.31
	10/31/2013	010670 WESTERN INN	238 Q 10/09/13		HALLOCK EMERGENCY ASSISTANCE T	475.79
			256 QQ 10/14/13		HALLOCK EMERGENCY ASSISTANCE T	339.85
					Total :	815.64
	10/29/2013	002535 LAKEWOOD ESCROW INC	13-0251-RL		E1170 13-0251-RL PARCEL 0220263045	25,906.50
					Total :	25,906.50
72 Vouchers for bank code :					Bank total :	165,512.89
					Total vouchers :	165,512.89

Voucher	Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
73488	csb	11/7/2013	000536 CITY TREASURER/CITY OF TACOMA	(Continued) 100230265PW 10/28/13 100230603PW 10/29/13 100230616PW 10/29/13 100233510PW 10/28/13		UTILITIES UTILITIES UTILITIES UTILITIES	96.00 63.74 136.04 48.08 8,214.67
73489		11/7/2013	000536 CITY TREASURER/CITY OF TACOMA	90529008		OCTOBER, 2013 SAFETY RADIO WORK	104.03 104.03
73490		11/7/2013	005786 CLASSY CHIASSIS	2311 2338 2343 2360 2369 2372 2374		EXTERIOR WASHES EXTERIOR WASHES/OIL CHANGE EXTERIOR WASHES/OIL CHANGE EXTERIOR WASHES/OIL CHANGES EXTERIOR WASH/OIL CHANGE EXTERIOR WASHES/OIL CHANGE EXTERIOR WASHES	127.51 430.64 97.72 226.78 135.17 222.08 116.97 1,356.87
73491		11/7/2013	004501 COASTWIDE LABORATORIES	W2600600		PARKS SUPPLIES	2,137.01 2,137.01
73492		11/7/2013	000107 COMMUNITY HEALTH CARE	100		3RD QTR, 2013 PRIMARY MEDICAL	1,875.00 1,875.00
73493		11/7/2013	010286 CUMMINS, TOM	10/22/13 CDL		CUMMINS: RENEW CDL LICENSE	85.00 85.00
73494		11/7/2013	003867 DELL MARKETING LP	XJ7TM87M6 XJ8163MIK9		PO 4506 WIDE SCREEN 21.5 INCH PO 4506 REPLACEMENT COMPUTER	273.50 2,015.19 2,288.69
73495		11/7/2013	007043 FLOYD, JUDI	V1/4EXP11/13		FIT HAPPENS INSTRUCTOR FEE	348.60 348.60
73496		11/7/2013	000179 FRANCO-ERICKSON, ADRIANA	SEPT, 2013		SEPTEMBER, 2013 INTERPRETER FEE	497.48 497.48

Bank code :	csb				PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice				
73507	11/7/2013	006775	006775 PAPE' MATERIAL HANDLING EX.	(Continued)		Total :	124.14
73508	11/7/2013	000428	PIERCE COUNTY SEWER	00936570	FAIRLAWN SERVICE THRU 9:30:13		22.21
				01397991/POLICE	12430 PAC HWY SERVICE THRU 9:15:1:	Total :	61.64
							83.85
73509	11/7/2013	009761	PUGET SOUND SPECIALTIES INC	23916	FERTILIZER	Total :	2,065.47
73510	11/7/2013	007505	REFLEX TRAFFIC SYSTEMS INC	RTS0004432	PO 4163 OCT, 2013 RED LIGHT PHOTO	Total :	37,592.76
73511	11/7/2013	010522	RICOH USA INC	5027973396	COPIER OVERAGE		847.50
				5027999606	COPIER OVERAGE		20.33
				5028024484	COPIER OVERAGE	Total :	38.87
							906.70
73512	11/7/2013	009723	SHERIDAN, SELINDA	V1/3EXP11/13	SUMI INSTRUCTOR PAYMENT	Total :	488.40
73513	11/7/2013	005809	SKAW, JULIE	T10/02/13 MILEAGE	T10/02/13 MILEAGE: ACCIS CONFEREN	Total :	105.63
							105.63
73514	11/7/2013	002881	SPRAGUE PEST SOLUTIONS CO	2164019	FT STEILACOOM RODENT SERVICE	Total :	82.05
							82.05
73515	11/7/2013	000516	SPRINT	419434590-056	AIRCARD SERVICE THRU 10.21.13		337.92
				482477812-071	AIRCARD SERVICE THRU 10.14.13	Total :	440.39
							778.31
73516	11/7/2013	006497	SYSTEMS FOR PUBLIC SAFETY	21572	CV#1522600 INSTALL NEW VEHICLE EC		11,890.15
				21580	CV# 1522603 INSTALL NEW VEHICLE		13,979.07
				21582	CV#1530602 INSTALL NEW VEHICLE EC		13,787.62
				21583	CV#1522601 INSTALL NEW VEHICLE EC		11,233.90
				22087	CV#COURTS INSTALL VAN EQUIPMENT		6,851.69
				22359	CV#1522609 INSTALL NEW VEHICLE EC		13,903.03
				22360	CV#1522610 INSTALL NEW VEHICLE EC		13,866.09
				22415	FLEET REPAIRS/MAINTENANCE		592.37

Voucher	Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
73516	csb	11/7/2013	006497 SYSTEMS FOR PUBLIC SAFETY	(Continued)			
				22494		FLEET REPAIRS/MAINTENANCE	396.95
				22541		FLEET REPAIRS/MAINTENANCE	2,132.10
				22546		FLEET REPAIRS/MAINTENANCE	695.32
				22556		FLEET REPAIRS/MAINTENANCE	1,735.53
				22569		FLEET REPAIRS/MAINTENANCE	176.37
				22575		FLEET REPAIRS/MAINTENANCE	1,394.80
				22583		FLEET REPAIRS/MAINTENANCE	70.02
				22587		FLEET REPAIRS/MAINTENANCE	76.58
				22591		FLEET REPAIRS/MAINTENANCE	106.12
				22596		FLEET REPAIRS/MAINTENANCE	419.06
				22599		FLEET REPAIRS/MAINTENANCE	54.70
				22600		FLEET REPAIRS/MAINTENANCE	899.26
				22610		FLEET REPAIRS/MAINTENANCE	464.64
				22616		FLEET REPAIRS/MAINTENANCE	1,500.58
				22617		FLEET REPAIRS/MAINTENANCE	162.52
				22624		FLEET REPAIRS/MAINTENANCE	91.90
				22626		FLEET REPAIRS/MAINTENANCE	164.47
				22629		FLEET REPAIRS/MAINTENANCE	91.90
				22633		FLEET REPAIRS/MAINTENANCE	472.47
				22634		FLEET REPAIRS/MAINTENANCE	43.76
				22648		FLEET REPAIRS/MAINTENANCE	599.60
				22652		FLEET REPAIRS/MAINTENANCE	2,336.82
				22658		FLEET REPAIRS/MAINTENANCE	413.53
				22663		FLEET REPAIRS/MAINTENANCE	622.52
				22667		FLEET REPAIRS/MAINTENANCE	317.99
				22671		FLEET REPAIRS/MAINTENANCE	531.09
				22683		FLEET REPAIRS/MAINTENANCE	682.90
				22688		FLEET REPAIRS/MAINTENANCE	2,573.34
				22689		FLEET REPAIRS/MAINTENANCE	557.78
				22692		FLEET REPAIRS/MAINTENANCE	275.69
				22699		FLEET REPAIRS/MAINTENANCE	568.78
				22700		FLEET REPAIRS/MAINTENANCE	22.97
				22703		FLEET REPAIRS/MAINTENANCE	931.82
				22714		FLEET REPAIRS/MAINTENANCE	91.90
				22716		FLEET REPAIRS/MAINTENANCE	193.89
				22718		FLEET REPAIRS/MAINTENANCE	1,759.56

Bank code :	csb									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount				
73516	11/7/2013	006497 SYSTEMS FOR PUBLIC SAFETY	(Continued) 22726		FLEET REPAIRS/MAINTENANCE	334.75				
			22731		FLEET REPAIRS/MAINTENANCE	203.77				
			22733		FLEET REPAIRS/MAINTENANCE	87.98				
			22735		FLEET REPAIRS/MAINTENANCE	571.00				
			22737		FLEET REPAIRS/MAINTENANCE	81.51				
					Total :	111,002.16				
73517	11/7/2013	001481 TACTICAL TAILOR INC	RT85128		PO 4427 LOW PROFILE ARMOR CARRII	376.16				
					Total :	376.16				
73518	11/7/2013	007603 THUNDERING OAK ENTERPRISES INC	6702		FT STEILACOOM LANDSCAPING/TREE	219.00				
					Total :	219.00				
73519	11/7/2013	007885 ULINE, INC	54484764		SUPPLIES	980.09				
					Total :	980.09				
73520	11/7/2013	010113 VERSATILE MOBILE SYSTEMS INC	000066255		PO 4424 USB KIT	2,514.79				
					Total :	2,514.79				
73521	11/7/2013	006166 WESTERN TOWING SERVICES	W33727		TOWING SERVICE ON 9.17.13	76.58				
					Total :	76.58				
73522	11/7/2013	001272 ZUMAR INDUSTRIES INC	0165127		E2603 LETTERED BUILDING SIGNS	164.10				
					Total :	164.10				
73523	11/7/2013	010655 AHERN RENTALS	12529414-1		BOOM TELESCOPING RENTAL	1,325.29				
					Total :	1,325.29				
73524	11/7/2013	010696 CAPITAL ONE COMMERCIAL	9903651 9903651		SHREDDER SUPPLIES	306.30 56.75				
					Total :	363.05				
73525	11/7/2013	002048 CARD SERVICES (1266)	1266 10/24/13		PURCHASES	197.20				
					Total :	197.20				
73526	11/7/2013	002047 CARD SERVICES (1282)	1282 10/24/13		PURCHASES	1,707.10				

Bank code :	csb				Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor						
73539	11/7/2013	009527	009527	COMDATA NETWORK INC	(Continued)			Total : 1,727.68
73540	11/7/2013	002976	002976	DEPT OF LICENSING	10/23/2013		MELIA WITNESS FEE/MILEAGE	34.86
								Total : 34.86
73541	11/7/2013	010425	010425	DOYLE PRINTING COMPANY	52574		BUSINESS CARDS	393.84
								Total : 393.84
73542	11/7/2013	004890	004890	DUENHOELTER, MARTIN J.H.	OCTOBER, 2013		OCTOBER, 2013 PUBLIC DEFENDER FE	1,450.00
								Total : 1,450.00
73543	11/7/2013	004710	004710	EQUIFAX/CREDIT NORTHWEST CORP	8126424		MINIMUM CHARGE THRU 10.17.13	108.67
								Total : 108.67
73544	11/7/2013	010217	010217	FIRST BANKCARD (1617)	1817/MEEKS		PURCHASES	8.74
								Total : 8.74
73545	11/7/2013	010267	010267	FIRST BANKCARD (2296)	2296/HINKLE		PURCHASES	679.52
								Total : 679.52
73546	11/7/2013	010076	010076	FIRST BANKCARD (2338)	2338/ANDERSON		PURCHASES	965.91
								Total : 965.91
73547	11/7/2013	010134	010134	FIRST BANKCARD (2499)	2499/ALWINE		PURCHASES	34.34
								Total : 34.34
73548	11/7/2013	010191	010191	FIRST BANKCARD (4557)	4557/MAUER		PURCHASEES	542.10
								Total : 542.10
73549	11/7/2013	010480	010480	FIRST BANKCARD (5358)	5358/PITTS		PURCHASES	760.50
								Total : 760.50
73550	11/7/2013	010608	010608	FIRST BANKCARD (5955)	5955/OSNESS		PURCHASES	107.08
								Total : 107.08
73551	11/7/2013	010216	010216	FIRST BANKCARD (6206)	6206/NICHOLS		PURCHASES	474.19
								Total : 474.19
03073552	11/7/2013	010269	010269	FIRST BANKCARD (6711)	6711/ZARO		PURCHASES	664.30

Voucher	Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
73564	csb	11/7/2013	000309 LES SCHWAB TIRE CENTER	(Continued) 30500148248 30500149543		LOW PROFILE IMPLEMENT TUBE/MOU PARKS TRAILER RIB/SPIN BALANCE Total :	40.10 154.22 343.46
73565		11/7/2013	006029 LLOYD ENTERPRISES INC	174189		FT STEILACOOM PLAYFIELD SAND Total :	555.60 555.60
73566		11/7/2013	009430 MCCLENDON, ANESSA	V1/1EXP11/13		DANCE/YOGA INSTRUCTOR FEE Total :	259.80 259.80
73567		11/7/2013	009755 NEATHERY, DAVID	AUG/SEPT 2013		AUG/SEPT 2013 INTERPRETER FEES Total :	732.00 732.00
73568		11/7/2013	010743 NISQUALLY POLICE DEPT	1697 1704		SEPTEMBER, 2013 JAIL OCCUPANCY F SEPTEMBER, 2013 PRISONER MEDICA Total :	25,075.00 2,758.49 27,833.49
73569		11/7/2013	000897 NORTHWEST FLEETLEASE INC	252087		CHEVY CAB LEASE THRU NOV, 2013 Total :	493.65 493.65
73570		11/7/2013	000376 OFFICE DEPOT	1624321019 679233249001 679233249002 679233529001		SUPPLIES SUPPLIES SUPPLIES SUPPLIES Total :	40.34 72.74 1.38 3.27 117.73
73571		11/7/2013	009541 PRO FORCE LAW ENFORCEMENT	186386		PO 4436 DIGITAL POWER MAGAZINE Total :	1,103.52 1,103.52
73572		11/7/2013	004498 PUGET PAVING CONST INC	E2130 PP#2.1		E2130 PP#2 BALANCE DUE Total :	40.00 40.00
73573		11/7/2013	001695 PUGET POSTINGS	2294		PREPARE/INSTALL 2013 JURY SOURCE Total :	492.30 492.30
073574		11/7/2013	000445 PUGET SOUND ENERGY	200001526637 200001527346/PARKS		9222 VETERANS DR SERVICE THRU 1C 8714 87TH HOUSE SERVICE THRU 10.2	64.81 12.46

Voucher List
CITY OF LAKEWOOD

Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
csb	11/7/2013	000445 PUGET SOUND ENERGY	(Continued) 200004973653		WOODLAWN SERVICE THRU 10.30.13	224.01
					Total :	301.28
	11/7/2013	009473 PULLEN, IRENE	V1/6EXP11/13		SKETCHING INSTRUCTOR FEE	54.00
					Total :	54.00
	11/7/2013	010478 RICOH USA INC	91035607		COPIER RENTAL	3,217.33
			91046643		COPIER RENTAL	195.27
			91058340		COPIER RENTAL	178.87
					Total :	3,591.47
	11/7/2013	010656 SOUTH SOUND 911	01111		PO 4198 NOV, 2013 COMMUNICATIONS	196,589.50
			01111		PO 4198 CREDIT FOR PAYMENT MADE	-20,325.00
					Total :	176,264.50
	11/7/2013	002994 STERLING REFERENCE LABORATORIE	F42210-61		OCTOBER, 2013 UA FEES	1,553.15
					Total :	1,553.15
	11/7/2013	005575 SUMNER VETERINARY HOSPITAL	250172		KODA URGENT CARE	284.07
					Total :	284.07
	11/7/2013	010640 TLO LLC	OCT, 2013		OCTOBER, 2013 PERSON SEARCHES	16.00
					Total :	16.00
	11/7/2013	008042 WASPC	61172		SEPTEMBER, 2013 HOME MONITORING	3,226.00
					Total :	3,226.00
	11/7/2013	008259 WEST COAST INDUSTRIES	7066		JUNE-SEPT, 2013 CLEAN ALL PARKS	7,225.00
					Total :	7,225.00
	11/7/2013	010833 WORLDWIDE STEEL BUILDING	FINAL		PO 4419 STEEL BUILDING	11,481.00
					Total :	11,481.00
106	Vouchers for bank code : csb				Bank total :	554,615.99
106	Vouchers in this report				Total vouchers :	554,615.99

Bank code : csb									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
73645	11/14/2013	001693 AMERICAN REPORTING COMPANY	1286977-7996 1287394-8939		MHR-124 FENNELL MHR-125 WILLIAMS, VONTEICE	8.21 8.21			
					Total :	16.42			
73646	11/14/2013	010262 CENTURYLINK	253-584-2263 463B 253-584-5364 399B 253-983-1024 083B		PHONE SERVICE PHONE SERVICE PHONE SERVICE	55.95 38.75 152.55			
					Total :	247.25			
73647	11/14/2013	003883 CHUCKKALS INC	759458-0 759747-0 760118-0 760475-0 GIFT CERT 11/13/13		TONER TONER TONER TONER TONER REWARDS	415.70 72.18 362.09 1,249.24 -25.00			
					Total :	2,074.21			
73648	11/14/2013	000536 CITY TREASURER/CITY OF TACOMA	100463729PW 11/05/13 100575626PW 11/05/13 100681481PW 11/05/13		UTILITIES UTILITIES UTILITIES	1.77 90.24 174.92			
					Total :	266.93			
73649	11/14/2013	005786 CLASSY CHASSIS	2368		CV#4130005 EXTERIOR WASH	6.50			
					Total :	6.50			
73650	11/14/2013	004501 COASTWIDE LABORATORIES	T2597204-4		SUPPLIES	147.43			
					Total :	147.43			
73651	11/14/2013	008523 COMPLETE OFFICE	1011892-0 1013955-0		SUPPLIES SUPPLIES	504.66 57.22			
					Total :	561.88			
73652	11/14/2013	000496 DAILY JOURNAL OF COMMERCE	3281480		ADVERTISING	105.00			
					Total :	105.00			
73653	11/14/2013	010372 DATASITE BUSINESS ARCHIVES	38006		SERVICE/STORAGE	588.07			
					Total :	588.07			

Voucher List
CITY OF LAKEWOOD

Bank code :	csb				Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor						
73675	11/14/2013	009493	009493	STAPLES ADVANTAGE	(Continued)			
73676	11/14/2013	006497	006497	SYSTEMS FOR PUBLIC SAFETY	22604		CV#4130005 REPAIR/MAINT	Total : 1,546.06
73677	11/14/2013	000540	000540	TACOMA RUBBER STAMP	I-514772-1 I-515062-1		KASER/PRINTING SUPPLIES	Total : 460.14 460.14
73678	11/14/2013	008215	008215	TRANSPO GROUP, THE	15625		E1177 MADIGAN ACCESS IMPROV THR	Total : 26,613.63 26,613.63
73679	11/14/2013	008186	008186	TRCVB	PF2013-CL-07		LODGING TAX GRANT	Total : 13.43 13.43
73680	11/14/2013	000153	000153	TYLER TECHNOLOGIES INC	045-98374		BARS # CONVERSION	Total : 1,312.00 1,312.00
73681	11/14/2013	009107	009107	WASHINGTON CITIES INSURANCE	11/01/13		WCIA PAYMENT 10/01/13 - 10/31/13	Total : 38,999.65 38,999.65
73682	11/14/2013	000003	000003	AABERGS TOOL & EQUIPMENT	14055		RENT SAW & VACUUM FOR SWM PRO.	Total : 328.49 328.49
73683	11/14/2013	006465	006465	AGRI SHOP	214641 31414		SUPPLIES EQUIP SUPPLIES	Total : 52.43 54.68 107.11
73684	11/14/2013	002293	002293	AHBL INC	89986		E1177 MADIGAN ACCESS IMPROV THR	Total : 240.00 240.00
73685	11/14/2013	010628	010628	ALPINE PRODUCTS INC	TM-136442		RAW MATERIALS	Total : 6,768.36 6,768.36
73686	11/14/2013	010844	010844	ARTZ DRYWALL	13-75		TAPE, PRIME, TEXTURE 2 WALLS	Total : 1,148.70 1,148.70
73687	11/14/2013	003726	003726	BUNCE RENTAL INC	90848-1		E2603 RENT TRENCHER TRACK WALK	Total : 441.50 441.50

Bank code :	csb				PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice				
73687	11/14/2013	003726 BUNCE RENTAL INC	(Continued)			Total :	441.50
73688	11/14/2013	010696 CAPITAL ONE COMMERCIAL	057948			EMPLOYEE RECOGNITION EVENT Total :	135.14 135.14
73689	11/14/2013	006493 CH20 INC	217330			10/13 QTRLY BW LABOR Total :	290.61 290.61
73690	11/14/2013	008105 DEPARTMENT OF TRANSPORTATION	RE-313-ATB31015068			E1177 INDIRECT COST RATE/WORK TIP Total :	135.19 135.19
73691	11/14/2013	000771 DEPT FISH/WILDLIFE/STATE OF WA	6314			CITYWIDE UPDATE/PRIORITY HABITAT Total :	50.00 50.00
73692	11/14/2013	010648 DIAMOND MARKETING SOLUTIONS	77522 78201 78283			DAILY MAIL 10/01/13 - 10/15/13 DAILY MAIL 10/16/13 - 10/31/13 PROCESS 10/13 SEWER MAILING Total :	58.50 94.39 5.07 157.96
73693	11/14/2013	000166 FEDERAL EXPRESS	2-452-23951			SHIPPING & HANDLING CHARGES Total :	44.33 44.33
73694	11/14/2013	010799 FENCE DOCTOR	1101201301			W0068 REPAIR/REPLACE CHAIN LINK F Total :	3,156.19 3,156.19
73695	11/14/2013	010383 FIRST BANKCARD (1852)	1852/NEWTON 10/29/13			PURCHASES Total :	84.96 84.96
73696	11/14/2013	010084 FIRST BANKCARD (2341)	2341/DEVERE 10/29/13			PURCHASES Total :	286.60 286.60
73697	11/14/2013	010085 FIRST BANKCARD (2375)	2375/POWERS 10/29/13			PURCHASES Total :	247.84 247.84
73698	11/14/2013	010147 FIRST BANKCARD (2379)	2379/DEAN 10/29/13			PURCHASES Total :	20.00 20.00
73699	11/14/2013	010135 FIRST BANKCARD (2416)	2416/NASH 10/29/13			PURCHASES Total :	417.39 417.39

Voucher List
CITY OF LAKEWOOD

Bank code :	csb				Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor						
73699	11/14/2013	010135	010135	FIRST BANKCARD (2416)	(Continued)		Total :	417.39
73700	11/14/2013	010136	010136	FIRST BANKCARD (2457)	2457/HOWE 10/29/13		PURCHASES	1,674.03
							Total :	1,674.03
73701	11/14/2013	010137	010137	FIRST BANKCARD (3517)	3517/CHAMBE 10/29/13		PURCHASES	35.76
							Total :	35.76
73702	11/14/2013	010184	010184	FIRST BANKCARD (4326)	4326/GUMM 10/29/13		PURCHASES	26.76
							Total :	26.76
73703	11/14/2013	010055	010055	FIRST BANKCARD (4347)	4347/SCHAEF 10/29/13		PURCHASES	348.44
							Total :	348.44
73704	11/14/2013	010362	010362	FIRST BANKCARD (4433)	4433/SKAW 10/29/13		PURCHASES	1,384.92
							Total :	1,384.92
73705	11/14/2013	010091	010091	FIRST BANKCARD (4474)	4474/BUZZ 10/29/13		PURCHASES	3,728.18
							Total :	3,728.18
73706	11/14/2013	010124	010124	FIRST BANKCARD (4516)	4516/SCHHEID 10/29/13		PURCHASES	133.88
							Total :	133.88
73707	11/14/2013	010125	010125	FIRST BANKCARD (5505)	5505/NASH 10/29/13		PURCHASES	284.56
							Total :	284.56
73708	11/14/2013	010482	010482	FIRST BANKCARD (5819)	5819/COLVIN 10/29/13		PURCHASES	120.00
							Total :	120.00
73709	11/14/2013	010133	010133	FIRST BANKCARD (6562)	6562/WILLIA 10/29/13		PURCHASES	1,916.53
							Total :	1,916.53
73710	11/14/2013	010140	010140	FIRST BANKCARD (6604)	6604/BUSH 10/29/13		PURCHASES	471.32
							Total :	471.32
73711	11/14/2013	010793	010793	FIRST BANKCARD (6748)	6748/BRIANA 10/29/13		PURCHASES	1,362.64
							Total :	1,362.64
73712	11/14/2013	010384	010384	FIRST BANKCARD (6794)	6794/OFLARE 10/29/13		PURCHASES	59.21
							Total :	59.21

Voucher List
CITY OF LAKEWOOD

Bank code :	csb				Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor						
73712	11/14/2013	010384	010384	FIRST BANKCARD (6794)	(Continued)		Total :	59.21
73713	11/14/2013	010093	010093	FIRST BANKCARD (6819)	6819/FERM 10/29/13		PURCHASES	403.72
							Total :	403.72
73714	11/14/2013	010845	010845	FIRST BANKCARD (6855)	6855/CAULFI 10/29/13		PURCHASES	29.59
							Total :	29.59
73715	11/14/2013	010214	010214	FIRST BANKCARD (6900)	6900/MILLER 10/29/13		PURCHASES	926.90
							Total :	926.90
73716	11/14/2013	010613	010613	FIRST BANKCARD (7169)	7169/CUMMIN 10/29/13		PURCHASES	642.16
							Total :	642.16
73717	11/14/2013	010556	010556	FIRST BANKCARD (7174)	7174/LOGAN 10/29/13		PURCHASES	307.66
							Total :	307.66
73718	11/14/2013	010144	010144	FIRST BANKCARD (8008)	8008/VUKOVI 10/29/13		PURCHASES	567.06
							Total :	567.06
73719	11/14/2013	010436	010436	FIRST BANKCARD (8370)	8370/BEAL 10/29/13		PURCHASES	1,256.34
							Total :	1,256.34
73720	11/14/2013	010146	010146	FIRST BANKCARD (8913)	8913/PERRUS 10/29/13		PURCHASES	101.18
							Total :	101.18
73721	11/14/2013	005398	005398	GLOBAL SECURITY &	4124060		4Q/13 INTRUSION MONITORING SERVI	209.70
							Total :	209.70
73722	11/14/2013	007626	007626	KENYON DISEND PLLC	18189		GENERAL CITY ATTORNEY SERVICES	2,378.07
							Total :	2,378.07
73723	11/14/2013	009994	009994	KPFF INC	1013-110353		E1158 LKWD STN PED BRIDGE THRU 0	904.37
							Total :	904.37
73724	11/14/2013	009659	009659	LARSON AND ASSOCIATES	200321		E1171 PROFESSIONAL SVCS THRU 10/	360.00
							Total :	360.00
73725	11/14/2013	004073	004073	MACDONALD-MILLER FACILITY SOL	PM033196		CH MECHANICAL MAINTENANCE BILLII	1,498.78

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73734	11/14/2013	009925 SHOPE CONCRETE PRODUCTS CO	9943978		RAW MATERIALS	992.09
					Total :	992.09
73735	11/14/2013	010457 SMITH, STAFFORD L	08/31/13 SUPPLEMENT 10/31/13		HEARING EXAMINER SERVICES	1,656.25
					HEARING EXAMINER SERVICES	948.05
					Total :	2,604.30
73736	11/14/2013	010842 SUPPRESSION SYSTEMS INC	11646		SEMI ANNUAL PM OF HALON FIRE SYS	420.10
					Total :	420.10
73737	11/14/2013	009433 THE LAUMANN FIRM PLLC	10/13		10/13 INFRACTION CALENDAR	700.00
					Total :	700.00
73738	11/14/2013	009175 UNITED RENTALS NORTHWEST INC	114578703-001		E4114 EQUIPMENT RENTAL	65.12
					Total :	65.12
					Bank total :	343,063.06
					Total vouchers :	343,063.06

Voucher	Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
73739	csb	11/21/2013	000005 ABC LEGAL MESSENGERS, INC	MMFWA00061600000048 SLS 20735629 SLS 20736328		MONTHLY MESSENGER SERVICE LEGAL MESSENGER SERVICE LEGAL MESSENGER SERVICE ON 10.2 Total :	195.00 370.00 6.00 571.00
73740		11/21/2013	010395 ARAMARK REFRESHMENT SERVICES	298154		COFFEE/COCOA Total :	361.16 361.16
73741		11/21/2013	007445 ASSOCIATED PETROLEUM PRODUCTS	0494035-IN 0494240-IN 0499108-IN		FLEET FUEL POLICE FLEET FUEL POLICE FLEET FUEL Total :	1,569.22 11,614.14 11,982.78 25,166.14
73742		11/21/2013	009800 BAADE, ARMINDA BENITEZ	OCT, 2013		OCTOBER 2013 INTERPRETER SERVIC Total :	200.00 200.00
73743		11/21/2013	001489 BLUMENTHAL UNIFORMS & EQUIP	25475		RECRUIT CLASS B SHIRTS/PANTS Total :	530.94 530.94
73744		11/21/2013	000066 BRATWEAR GROUP LLC	10140 10158 10183 10188		PO 4423 EASTMAN/VANZANT/FELDMAT PO 4431 EVANS JUMPSUIT PO 4432 CZULEGER JUMPSUIT M JOHNSON JUMPSUIT LABOR Total :	1,112.60 495.58 468.23 42.12 2,118.53
73745		11/21/2013	008544 CASCADE ENGINEERING SERVICES	ML-13102906793		CALIBRATION SERVICE Total :	175.50 175.50
73746		11/21/2013	009926 CASCADE RIGHT-OF-WAY SVCS LLC	011 12001-LAK		E1170 BPW SW THRU 06/30/13 Total :	1,785.00 1,785.00
73747		11/21/2013	010154 CASELOADPRO, L.P.	13-1046		MONTHLY SUBSCRIPTION FEE Total :	100.00 100.00
73748		11/21/2013	010262 CENTURYLINK	253-581-8220 448B		PHONE SERVICE THRU 12/02/13 Total :	34.89 34.89

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : csb						
73763	11/21/2013	002185 LOWE'S COMPANIES INC	(Continued) 924529 924752 924815 943039 943667		SUPPLIES/RAW MATERIALS SUPPLIES/RAW MATERIALS SUPPLIES/RAW MATERIALS RAW MATERIALS SUPPLIES/RAW MATERIALS	11.37 17.83 6.17 263.13 103.79 1,278.08
73764	11/21/2013	009130 MATVIYCHUK, IRENE	11/6/13		11/6/13 INTERPRETER SERVICE	104.00 104.00
73765	11/21/2013	007987 NEBEKER, MICHAEL	V3/1EXP11/13		BOOT ALLOWANCE REIMBURSEMENT	116.58 116.58
73766	11/21/2013	010360 NEWTON, REBECCA	MILEAGE TO 11/14/13		MEETING MILEAGE THRU 11/14/13	41.17 41.17
73767	11/21/2013	000407 PIERCE COUNTY	AR152871		NOVEMBER, 2013 SR CENTER LEASE	4,734.17 4,734.17
73768	11/21/2013	002176 PIERCE COUNTY HOUSING AUTH	09/13 BROOKRIDGE		09/13 BROODRIDGE APTS SEWER MAI	37,042.00 37,042.00
73769	11/21/2013	000428 PIERCE COUNTY SEWER	00870307/PW 11/01/13 01360914/PW 11/01/13 01431285/PARKS 01521021 01552201/PW 11/01/13		SEWER SEWER FT STEILACOOM RESTROOM SERVICE 4723 127TH SERVICE THRU 10.31.13 SEWER	209.06 85.82 93.77 94.55 14.27 497.47
73770	11/21/2013	008568 PITTS, SVEA	V3/3EXP11/13		PSAC MEETING REFRESHMENTS REIM	14.99 14.99
73771	11/21/2013	009928 PROFASST SUPPLY LLC	4377		TIE WRAP/TAPE/CLAMPS	239.53 239.53
73772	11/21/2013	002881 SPRAGUE PEST SOLUTIONS CO	2179878		FT STEILACOOM EXTERIOR RODENT S	82.05

Voucher List
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Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
csb						
73772	11/21/2013	002881	002881 SPRAGUE PEST SOLUTIONS CO			
			(Continued)			
73773	11/21/2013	009493	STAPLES ADVANTAGE	3214317601	SUPPLIES	59.10
				3214430924	SUPPLIES	327.75
					Total :	386.85
73774	11/21/2013	009030	STERICYCLE INC	3002436365	POLICE MONTHLY SERVICE THRU 10.3	10.36
					Total :	10.36
73775	11/21/2013	009243	SURPLUS AMMO & ARMS, LLC	116	PO 4344 AMMO	5,432.26
					Total :	5,432.26
73776	11/21/2013	006497	SYSTEMS FOR PUBLIC SAFETY	22659	FLEET REPAIRS/MAINTENANCE	470.37
				22682	FLEET REPAIRS/MAINTENANCE	183.86
				22684	FLEET REPAIRS/MAINTENANCE	239.84
				22685	FLEET REPAIRS/MAINTENANCE	960.35
				22697	FLEET REPAIRS/MAINTENANCE	110.27
				22728	FLEET REPAIRS/MAINTENANCE	55.14
				22732	FLEET REPAIRS/MAINTENANCE	91.90
				22738	FLEET REPAIRS/MAINTENANCE	1,649.13
				22745	FLEET REPAIRS/MAINTENANCE	312.29
				22748	FLEET REPAIRS/MAINTENANCE	183.79
				22750	FLEET REPAIRS/MAINTENANCE	58.20
				22754	FLEET REPAIRS/MAINTENANCE	590.71
				22756	FLEET REPAIRS/MAINTENANCE	734.26
				22757	FLEET REPAIRS/MAINTENANCE	1,617.46
				22758	FLEET REPAIRS/MAINTENANCE	1,231.82
				22764	FLEET REPAIRS/MAINTENANCE	91.90
				22766	FLEET REPAIRS/MAINTENANCE	177.64
				22767	FLEET REPAIRS/MAINTENANCE	150.41
				22772	FLEET REPAIRS/MAINTENANCE	91.90
				22775	FLEET REPAIRS/MAINTENANCE	150.24
				22776	FLEET REPAIRS/MAINTENANCE	1,212.13
				22786	FLEET REPAIRS/MAINTENANCE	91.90
				22794	FLEET REPAIRS/MAINTENANCE	119.47
				22806	FLEET REPAIRS/MAINTENANCE	91.90
					Total :	10,666.88

Voucher List
CITY OF LAKEWOOD

Bank code :	csb																			
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount														
73777	11/21/2013	007603 THUNDERING OAK ENTERPRISES INC	6740		EDGEWATER PARK CLEAN BRANCHES	480.00														
					Total :	480.00														
73778	11/21/2013	009372 VENTEK INTERNATIONAL	32264		FT STEILACOOM MONTHLY CCU SERV	92.70														
					Total :	92.70														
73779	11/21/2013	009957 WASHINGTON TRACTOR INC	320602		V=BELT	148.95														
			323994		RIM/WHEEL	159.11														
			323996		CHAINS	99.66														
					Total :	407.72														
73780	11/21/2013	010731 3 KINGS ENVIRONMENTAL INC	E4111 PP #6		E4111 2012 DRYWELL REPLACEMENT TI	2,720.00														
					Total :	2,720.00														
73781	11/21/2013	009351 ACTIVE NETWORK, INC	1007597		FACILITY RESERVATION/PROJECT PLA	2,789.70														
					Total :	2,789.70														
73782	11/21/2013	008559 BANK OF NEW YORK MELLON	11/01/2013-175890		LAKWCLID1101 P&I	213,296.25														
					Total :	213,296.25														
73783	11/21/2013	008559 BANK OF NEW YORK MELLON	11/01/2013-175891		LAKLTGO09 P&I	156,953.75														
					Total :	156,953.75														
73784	11/21/2013	008986 BAYLEY, LILLY MAY	11/7/13		11/6/13 INTERPRETER SERVICE	200.00														
					Total :	200.00														
73785	11/21/2013	001883 BECKWITH CONSULTING GROUP	8		LEGACY PLAN UPDATE SERVICE	840.00														
					Total :	840.00														
73786	11/21/2013	002805 BUSINESS INTERIORS NORTHWEST	228105		PO 4430 TABLE/PANELS	820.74														
					Total :	820.74														
73787	11/21/2013	009206 CASHMERE VALLEY BANK	12/01/12-11/30/13		LID 1108-01 INTEREST THRU 11.30.13	84,924.89														
					Total :	84,924.89														
73788	11/21/2013	006117 CITY OF LAKEWOOD	11/13 COURT		REPLENISH JURY/WITNESS PETTY CA	870.50														
					Total :	870.50														

Bank code :	csb									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount				
73789	11/21/2013	003948 COMCAST CORPORATION	27258549		ETHERNET DEDICATED INTERNET THF	800.00				
					Total :	800.00				
73790	11/21/2013	009639 CROWN POINTE TECHNOLOGIES INC	13361		SKILLS MANAGER ANNUAL SUPPORT/	760.00				
					Total :	760.00				
73791	11/21/2013	007883 DASH MEDICAL GLOVES, INC.	INV0825261		PO 4446 GLOVES	491.10				
					Total :	491.10				
73792	11/21/2013	009472 DISH NETWORK LLC	8255 7070 8168 1616		POLICE SERVICE THRU 12.15.13	111.17				
					Total :	111.17				
73793	11/21/2013	007509 FRANCISCAN OCCUPATIONAL HEALTH	352		EMPLOYEE RESPIRATOR QUESTIONN.	525.00				
					Total :	525.00				
73794	11/21/2013	002662 GENE'S TOWING INC	393539		TOWING SERVICE ON 5.6.13	76.58				
			411461		TOIOWNG SERVICE ON 10.16.13	76.65				
			412148		TOWING SERVICE ON 10.31.13	76.58				
			412481		TOWING SERVICE ON 10.26.13	76.58				
					Total :	306.39				
73795	11/21/2013	010581 GINA M DUNCAN LAW OFFICE	20008		OCTOBER 2013 PUBLIC DEFENDER SE	150.00				
					Total :	150.00				
73796	11/21/2013	006523 HALL, MIKE	TAX RELIEF		2013 UTILITY TAX RELIEF	30.00				
					Total :	30.00				
73797	11/21/2013	007435 INTEGRA TELECOM HOLDINGS INC	11450117		POLICE SERVICE THRU 12.7.13	55.99				
			11458207		PHONE SERVICE THRU 12/07/13	1,082.71				
					Total :	1,138.70				
73798	11/21/2013	010848 JANSSEN, FUMI	11/6/13		NOVEMBER 6, 2013 INTERPRETER FEE	149.72				
					Total :	149.72				
73799	11/21/2013	000739 KUKER-RANKEN, INC	396469-001		SUPPLIES	51.86				
					Total :	51.86				
0373800	11/21/2013	009084 LAI, ALAN	INTERPRETER		INTERPRETER SERVICE	804.07				

Voucher List
CITY OF LAKEWOOD

Bank code :	csb				PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice				
73808	11/21/2013	000376	000376 OFFICE DEPOT				236.08
73809	11/21/2013	007511	PFX PET SUPPLY LLC	CD12274623		K-9 DOG FOOD	364.47
73810	11/21/2013	000420	PIERCE TRANSIT	DEC, 2013 LEASE		DECEMBER, 2013 WATPA RENT/UTILITI	500.00
73811	11/21/2013	004721	SQUAD ROOM EMBLEMS	V3/2EXP11/13		K-9 BADGE FOR KODA	70.79
73812	11/21/2013	003911	STOP TECH LTD	T002172-IN		PO 4555 STOP STICKS	5,028.93
73813	11/21/2013	010850	THE SHERWIN-WILLIAMS COMPANY	4878-4		SUPPLIES	147.76
73814	11/21/2013	010640	TLO LLC	212084/POL		SEPTEMBER, 2013 PERSON SEARCHE	8.75
73815	11/21/2013	007355	TRIPPER'S TRAILER SERVICE &	2800		TRAILER/BRAKE SERVICE, SAFETY INS	411.34
73816	11/21/2013	002509	VERIZON WIRELESS	9714001458 9714011422 9714057887		POLICE SERVICE THRU 10.26.13 PHONE SERVICE THRU 10.26.13 POLICE SERVICE THRU 10.28.13	40.02 8,261.48 339.35
73817	11/21/2013	004622	WAPATO POLICE DEPARTMENT	10-JC13 P6-JC13		OCTOBER, 2013 PRISONER SERVICE OCTOBER, 2013 PRISONER PRESCRIP	19,440.00 105.75
73818	11/21/2013	008042	WASPC	62559		OCTOBER 2013 HOME MONITORING SI	3,787.00
73819	11/21/2013	006877	WESTERN EQUIPMENT DIST INC	738965 739557.2		AERA-VATOR FRAME/SHAFT FILTER/NOZZLES	14,500.00 185.63
						Total :	8,640.85
						Total :	3,787.00

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73819	11/21/2013	006877	WESTERN EQUIPMENT DIST INC			14,685.63
			(Continued)			
73820	11/21/2013	010846	WESTSIDE ESTATES	V3/5EXP11/13	HALLOCK RENTAL DEPOSIT	860.00
						860.00
73821	11/21/2013	010846	WESTSIDE ESTATES	V3/7EXP11/13	HALLOCK RENTAL DEPOSIT	310.00
						310.00
73822	11/21/2013	010847	YEATER, MAX	REFUND	REFUND FOR BASKETBALL PROGRAM	130.00
						130.00
12280355	11/19/2013	000592	DEPARTMENT OF REVENUE	12280355	10/13 COMBINED EXCISE TAX RETURN	3,868.54
						3,868.54
85 Vouchers for bank code : csb						671,360.10
85 Vouchers in this report						671,360.10

Voucher List
CITY OF LAKEWOOD

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Bank code :	csb	Date	Vendor	Invoice	PO #	Description/Account	Amount
73478		11/7/2013	008473 ADAMS EVIDENCE GRADE TECH INC	0039523-IN		PO 4449 DVD-R'S	672.60 672.60 Total :
73479		11/7/2013	006374 ALLEN, SANDRAL	OCT, 2013		OCTOBER, 2013 PRO TEM SERVICE	1,375.00 1,375.00 Total :
73480		11/7/2013	007445 ASSOCIATED PETROLEUM PRODUCTS	0488210-IN 0489121-IN		PARKS/FLEET FUEL POLICE FLEET FUEL	1,237.83 12,670.91 13,908.74 Total :
73481		11/7/2013	006506 AUTOMOTIVE TRANSPORT & TOWING	17250 17433		TOWING SERVICE ON 6.12.13 TOWING SERVICE ON 8.27.13	95.73 76.58 172.31 Total :
73482		11/7/2013	001489 BLUMENTHAL UNIFORMS & EQUIP	28858		NEW HIRE SHIRTS	249.27 249.27 Total :
73483		11/7/2013	000066 BRATWEAR GROUP LLC	10081 10101 9991		BELL/JUMPSUIT REPAIR CHAPLAIN WOODS/NAME TAG BARNARD/JUMPSUIT LABOR	63.18 88.48 135.11 286.77 Total :
73484		11/7/2013	005038 CARROLL, JEFF	V17EXP11/13		REIMBURSEMENT FOR SANTI-CAN RE	140.00 140.00 Total :
73485		11/7/2013	010262 CENTURYLINK	206-T31-6789 758B		POLICE SERVICE THRU 11.23.13	82.29 82.29 Total :
73486		11/7/2013	008929 CHAMBERS-GRADY, ELLIE	09/13 MILEAGE 1 09/13 MILEAGE 2		FOOD: 09/05/13 PT DEFIANCE BYPASS MEETING MILEAGE 09/17/13 THRU 09/2	85.07 75.34 160.41 Total :
73487		11/7/2013	003883 CHUCKALS INC	758982-0		SUPPLIESSUPPLIES	203.58 203.58 Total :
73488		11/7/2013	000536 CITY TREASURER/CITY OF TACOMA	100113209pw 10/24/13 100223530PW 10/28/13		UTILITIES UTILITIES	6,236.84 1,633.97 Total :

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Bank code :	csb	Date	Vendor	Invoice	PO #	Description/Account	Amount
73488		11/7/2013	000536 CITY TREASURER/CITY OF TACOMA	(Continued) 100230265PW 10/28/13 100230603PW 10/29/13 100230616PW 10/29/13 100233510PW 10/28/13		UTILITIES UTILITIES UTILITIES UTILITIES	96.00 63.74 136.04 48.08 Total : 8,214.67
73489		11/7/2013	000536 CITY TREASURER/CITY OF TACOMA	90529008		OCTOBER, 2013 SAFETY RADIO WORK	104.03 Total : 104.03
73490		11/7/2013	005786 CLASSY CHASSIS	2311 2338 2343 2360 2369 2372 2374		EXTERIOR WASHES EXTERIOR WASHES/OIL CHANGE EXTERIOR WASHES/OIL CHANGE EXTERIOR WASHES/OIL CHANGES EXTERIOR WASH/OIL CHANGE EXTERIOR WASHES/OIL CHANGE EXTERIOR WASHES	127.51 430.64 97.72 226.78 135.17 222.08 116.97 Total : 1,356.87
73491		11/7/2013	004501 COASTWIDE LABORATORIES	W2600600		PARKS SUPPLIES	2,137.01 Total : 2,137.01
73492		11/7/2013	000107 COMMUNITY HEALTH CARE	100		3RD QTR, 2013 PRIMARY MEDICAL	1,875.00 Total : 1,875.00
73493		11/7/2013	010286 CUMMINS, TOM	10/22/13 CDL		CUMMINS: RENEW CDL LICENSE	85.00 Total : 85.00
73494		11/7/2013	003867 DELL MARKETING LP	XJ7TM87M6 XJ8163MK9		PO 4506 WIDE SCREEN 21.5 INCH PO 4506 REPLACEMENT COMPUTER	273.50 2,015.19 Total : 2,288.69
73495		11/7/2013	007043 FLOYD, JUDI	V1/4EXP11/13		FIT HAPPENS INSTRUCTOR FEE	348.60 Total : 348.60
73496		11/7/2013	000179 FRANCO-ERICKSON, ADRIANA	SEPT, 2013		SEPTEMBER, 2013 INTERPRETER FEE	497.48 Total : 497.48

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Voucher List
CITY OF LAKEWOOD

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Bank code :	csb	Date	Vendor	Invoice	PO #	Description/Account	Amount
73497		11/7/2013	009135 GSP II FAMILY LLC	209364		RENT FOR 10309-A LAKEVIEW	744.00 Total : 744.00
73498		11/7/2013	003780 HIGASHIYAMA, DENNIS	REIMBURSE		COMMUNITY GARDEN SUPPLIES REIM	23.50 Total : 23.50
73499		11/7/2013	007151 HORST, RUDY	V1/2EXP11/13		COMPUTER INSTRUCTOR FEE	37.80 Total : 37.80
73500		11/7/2013	000279 LAKES BODY SHOP INC	28147		C# 130822-41A CV#4130004 BARRON C	1,470.55 Total : 1,470.55
73501		11/7/2013	000299 LAKEVIEW LIGHT & POWER CO.	117448-001 10/21/13 67044-034/PARKS 67044-041/PARKS 67044-063/PARKS 67044-070/PARKS		9401 LKWD DR SW THRU 10/15/13 RUSSELL PARK SERVICE THRU 10.16.1 4721 127TH SERVICE THRU 10.23.13 FAIRLAWN SERVICE THRU 10.15.13 4723 127TH ST SERVICE THRU 10.23.1	6,722.29 7.20 38.88 12.94 27.55 Total : 6,808.86
73502		11/7/2013	002185 LOWE'S COMPANIES INC	924389 924455		P-TRAP REDWOOD	34.24 97.08 Total : 131.32
73503		11/7/2013	009130 MATVIYCHUK, IRENE	OCTOBER, 2013		10.30.13 INTERPRETER FEE	208.00 Total : 208.00
73504		11/7/2013	010360 NEWTON, REBECCA	15-762		PARKING/MILEAGE FOR TACOMA CHAI	16.83 Total : 16.83
73505		11/7/2013	003113 NEXTEL COMMUNICATIONS	477055526-114		PHONE SERVICE THRU 10/22/13	248.25 Total : 248.25
73506		11/7/2013	000366 NORTHWEST CASCADE INC	1-784994		COURTS PORT-O-LET THRU 11.15.13	155.56 Total : 155.56
73507		11/7/2013	006775 PAPE' MATERIAL HANDLING EX.	7112321 7117232		BRACKET/BOLTS FENDER	40.43 83.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73516	11/7/2013	006497	SYSTEMS FOR PUBLIC SAFETY			
			(Continued)			
			22494		FLEET REPAIRS/MAINTENANCE	396.95
			22541		FLEET REPAIRS/MAINTENANCE	2,132.10
			22546		FLEET REPAIRS/MAINTENANCE	695.32
			22556		FLEET REPAIRS/MAINTENANCE	1,735.53
			22569		FLEET REPAIRS/MAINTENANCE	176.37
			22575		FLEET REPAIRS/MAINTENANCE	1,394.80
			22583		FLEET REPAIRS/MAINTENANCE	70.02
			22587		FLEET REPAIRS/MAINTENANCE	76.58
			22591		FLEET REPAIRS/MAINTENANCE	106.12
			22596		FLEET REPAIRS/MAINTENANCE	419.06
			22599		FLEET REPAIRS/MAINTENANCE	54.70
			22600		FLEET REPAIRS/MAINTENANCE	889.26
			22610		FLEET REPAIRS/MAINTENANCE	464.64
			22616		FLEET REPAIRS/MAINTENANCE	1,500.58
			22617		FLEET REPAIRS/MAINTENANCE	162.52
			22624		FLEET REPAIRS/MAINTENANCE	91.90
			22626		FLEET REPAIRS/MAINTENANCE	164.47
			22629		FLEET REPAIRS/MAINTENANCE	91.90
			22633		FLEET REPAIRS/MAINTENANCE	472.47
			22634		FLEET REPAIRS/MAINTENANCE	43.76
			22648		FLEET REPAIRS/MAINTENANCE	599.60
			22652		FLEET REPAIRS/MAINTENANCE	2,336.82
			22658		FLEET REPAIRS/MAINTENANCE	413.53
			22663		FLEET REPAIRS/MAINTENANCE	622.52
			22667		FLEET REPAIRS/MAINTENANCE	317.99
			22671		FLEET REPAIRS/MAINTENANCE	531.09
			22683		FLEET REPAIRS/MAINTENANCE	682.90
			22688		FLEET REPAIRS/MAINTENANCE	2,573.34
			22689		FLEET REPAIRS/MAINTENANCE	557.78
			22692		FLEET REPAIRS/MAINTENANCE	275.69
			22699		FLEET REPAIRS/MAINTENANCE	568.78
			22700		FLEET REPAIRS/MAINTENANCE	22.97
			22703		FLEET REPAIRS/MAINTENANCE	931.82
			22714		FLEET REPAIRS/MAINTENANCE	91.90
			22716		FLEET REPAIRS/MAINTENANCE	193.89
			22718		FLEET REPAIRS/MAINTENANCE	1,759.56

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CITY OF LAKEWOOD

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Bank code :	csb	Date	Vendor	Invoice	PO #	Description/Account	Amount
73516		11/7/2013	006497 SYSTEMS FOR PUBLIC SAFETY	(Continued) 22726		FLEET REPAIRS/MAINTENANCE	334.75
				22731		FLEET REPAIRS/MAINTENANCE	203.77
				22733		FLEET REPAIRS/MAINTENANCE	87.98
				22735		FLEET REPAIRS/MAINTENANCE	571.00
				22737		FLEET REPAIRS/MAINTENANCE	81.51
						Total :	111,002.16
73517		11/7/2013	001481 TACTICAL TAILOR INC	RT85128		PO 4427 LOW PROFILE ARMOR CARRI	376.16
						Total :	376.16
73518		11/7/2013	007603 THUNDERING OAK ENTERPRISES INC	6702		FT STEILACOOM LANDSCAPING/TREE	219.00
						Total :	219.00
73519		11/7/2013	007885 ULINE, INC	54484764		SUPPLIES	980.09
						Total :	980.09
73520		11/7/2013	010113 VERSATILE MOBILE SYSTEMS INC	000066255		PO 4424 USB KIT	2,514.79
						Total :	2,514.79
73521		11/7/2013	006166 WESTERN TOWING SERVICES	W33727		TOWING SERVICE ON 9.17.13	76.58
						Total :	76.58
73522		11/7/2013	001272 ZUMAR INDUSTRIES INC	0165127		E2603 LETTERED BUILDING SIGNS	164.10
						Total :	164.10
73523		11/7/2013	010655 AHERN RENTALS	12529414-1		BOOM TELESCOPING RENTAL	1,325.29
						Total :	1,325.29
73524		11/7/2013	010696 CAPITAL ONE COMMERCIAL	9903651 9903651		SHREDDER SUPPLIES	306.30
						Total :	56.75
73525		11/7/2013	002048 CARD SERVICES (1266)	1266 10/24/13		PURCHASES	197.20
						Total :	197.20
73526		11/7/2013	002047 CARD SERVICES (1282)	1282 10/24/13		PURCHASES	1,707.10

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VOIDS

Bank code :	csb																			
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	Total													Amount
73526	11/7/2013	002047	002047 CARD SERVICES (1282)																	1,707.10
73527	11/7/2013	002473	002473 CARD SERVICES (3438)		3438 10/24/13					PURCHASES										1,507.07
73528	11/7/2013	009279	009279 CARD SERVICES (4623)		4623 10/24/13					PURCHASES										324.06
73529	11/7/2013	009352	009352 CARD SERVICES (5117)		5117 10/24/13					PURCHASES										665.84
73530	11/7/2013	010230	010230 CARD SERVICES (5334)		5334/POLICE					PURCHASES										665.84
73531	11/7/2013	010721	010721 CARD SERVICES (5384)		5384 10/24/13					PURCHASES										2,397.25
73532	11/7/2013	010790	010790 CARD SERVICES (5636)		5636 10/24/13					PURCHASES										2,397.25
73533	11/7/2013	005568	005568 CARD SERVICES (7535)		7535POL					PURCHASES										321.19
73534	11/7/2013	009700	009700 CARD SERVICES (8598)		8598/POLICE					PURCHASES										321.19
73535	11/7/2013	010843	010843 CCI SOLUTIONS		30346227					TECH LABOR										25.00
73536	11/7/2013	000095	000095 CHOUGH, KWANG S		OCT, 2013					OCT, 2013 INTERPRETER FEES										25.00
73537	11/7/2013	009606	009606 CI TECHNOLOGIES INC		4363					IAPRO MAINTENANCE RENEWAL THRU										526.44
73538	11/7/2013	003948	003948 COMCAST CORPORATION		8498 35 011 1596731					POL/HIGH SPEED INTERNET/CABLE THRU										526.44
73539	11/7/2013	009527	009527 COMDATA NETWORK INC		20194866					FLEET FUEL FOR OCTOBER, 2013										265.73

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Bank code :	csb	Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73539	11/7/2013	009527	COMDATA NETWORK INC		(Continued)			
73540	11/7/2013	002976	DEPT OF LICENSING	10/23/2013			MELIA WITNESS FEE/MILEAGE	Total : 1,727.68
73541	11/7/2013	010425	DOYLE PRINTING COMPANY	52574			BUSINESS CARDS	Total : 34.86
73542	11/7/2013	004890	DUENHOELTER, MARTIN J.H.	OCTOBER, 2013			OCTOBER, 2013 PUBLIC DEFENDER FE	Total : 393.84
73543	11/7/2013	004710	EQUIFAX/CREDIT NORTHWEST CORP	8126424			MINIMUM CHARGE THRU 10.17.13	Total : 393.84
73544	11/7/2013	010217	FIRST BANKCARD (1617)	1817/MEEKS			PURCHASES	Total : 1,450.00
73545	11/7/2013	010267	FIRST BANKCARD (2296)	2296/HINKLE			PURCHASES	Total : 108.67
73546	11/7/2013	010076	FIRST BANKCARD (2338)	2338/ANDERSON			PURCHASES	Total : 8.74
73547	11/7/2013	010134	FIRST BANKCARD (2499)	2499/ALWINE			PURCHASES	Total : 8.74
73548	11/7/2013	010191	FIRST BANKCARD (4557)	4557/MAUER			PURCHASES	Total : 679.52
73549	11/7/2013	010480	FIRST BANKCARD (5358)	5358/PITTS			PURCHASES	Total : 679.52
73550	11/7/2013	010608	FIRST BANKCARD (5955)	5955/OSNESS			PURCHASES	Total : 965.91
73551	11/7/2013	010216	FIRST BANKCARD (6206)	6206/NICHOLS			PURCHASES	Total : 965.91
73552	11/7/2013	010269	FIRST BANKCARD (6711)	6711/ZARO			PURCHASES	Total : 34.34
							PURCHASES	Total : 34.34
							PURCHASES	Total : 542.10
							PURCHASES	Total : 542.10
							PURCHASES	Total : 760.50
							PURCHASES	Total : 760.50
							PURCHASES	Total : 107.08
							PURCHASES	Total : 107.08
							PURCHASES	Total : 474.19
							PURCHASES	Total : 474.19
							PURCHASES	Total : 664.30

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Bank code :	csb	Date	Vendor	Invoice	PO #	Description/Account	Amount
73552		11/7/2013	010289	010269	FIRST BANKCARD (6711)		664.30
					(Continued)		
73553		11/7/2013	010081	FIRST BANKCARD (6736)	6736/JOHNSON	PURCHASES	299.10
							Total : 299.10
73554		11/7/2013	010122	FIRST BANKCARD (8123)	8123/GUTTU	PURCHASES	83.93
							Total : 83.93
73555		11/7/2013	010738	FIRST BANKCARD (8398)	8398/SAMPLE	PURCHASES	2.92
							Total : 2.92
73556		11/7/2013	010052	FIRST BANKCARD (8525)	8525/WADE	PURCHASES	886.39
							Total : 886.39
73557		11/7/2013	010078	FIRST BANKCARD (9044)	9044/RICHARDSON	PURCHASES	171.26
							Total : 171.26
73558		11/7/2013	010080	FIRST BANKCARD (9085)	9085/HIGASHIYAMA	PURCHASES	444.73
							Total : 444.73
73559		11/7/2013	010189	FIRST BANKCARD (9127)	9127/RILEY	PURCHASES	100.00
							Total : 100.00
73560		11/7/2013	010481	GLOBAL ASSETS INTEGRATED LLC	2013-770	PO 4429 FITTINGS	424.26
							Total : 424.26
73561		11/7/2013	000202	GOOD SAMARITAN COMM SVCS	3RD QTR, 2013	3RD QTR, 2013 EMERGENCY RESPITE	1,823.31
							Total : 1,823.31
73562		11/7/2013	008414	LAKEWOOD FORD	RAID VAN PURCHASE	2013 RAID VAN	89,284.24
							Total : 89,284.24
73563		11/7/2013	000300	LAKEWOOD WATER DISTRICT	24214-75741/PARKS	OAKBROOK PARK S/S THRU 10.21.13	110.68
							Total : 110.68
73564		11/7/2013	000309	LES SCHWAB TIRE CENTER	30500141680	LOW PROFILE IMPLEMENT TUBE/MOU	40.10
					30500144295	RADIAL PASSENGER TUBE/MOUNT	53.24
					30500145986	DISMOUNT/MOUNT SERVICE	55.80

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Bank code :	csb	Date	Vendor	Invoice	PO #	Description/Account	Amount
73564		11/7/2013	000309 LES SCHWAB TIRE CENTER	(Continued) 30500148248 30500149543		LOW PROFILE IMPLEMENT TUBE/MOU PARKS TRAILER RIB/SPIN BALANCE Total :	40.10 154.22 343.46
73565		11/7/2013	006029 LLOYD ENTERPRISES INC	174189		FT STEILACOOM PLAYFIELD SAND Total :	555.60 555.60
73566		11/7/2013	009430 MCCLENDON, ANESSA	V1/1EXP11/13		DANCE/YOGA INSTRUCTOR FEE Total :	259.80 259.80
73567		11/7/2013	009755 NEATHERY, DAVID	AUG/SEPT 2013		AUG/SEPT 2013 INTERPRETER FEES Total :	732.00 732.00
73568		11/7/2013	010743 NISQUALLY POLICE DEPT	1697 1704		SEPTEMBER, 2013 JAIL OCCUPANCY F SEPTEMBER, 2013 PRISONER MEDICA Total :	25,075.00 2,758.49 27,833.49
73569		11/7/2013	000897 NORTHWEST FLEETLEASE INC	252087		CHEVY CAB LEASE THRU NOV, 2013 Total :	493.65 493.65
73570		11/7/2013	000376 OFFICE DEPOT	1624321019 679233249001 679233249002 679233529001		SUPPLIES SUPPLIES SUPPLIES SUPPLIES Total :	40.34 72.74 1.38 3.27 117.73
73571		11/7/2013	009541 PRO FORCE LAW ENFORCEMENT	186386		PO 4436 DIGITAL POWER MAGAZINE Total :	1,103.52 1,103.52
73572		11/7/2013	004498 PUGET PAVING CONST INC	E2130 PP#2.1		E2130 PP#2 BALANCE DUE Total :	40.00 40.00
73573		11/7/2013	001695 PUGET POSTINGS	2294		PREPARE/INSTALL 2013 JURY SOURCE Total :	492.30 492.30
73574		11/7/2013	000445 PUGET SOUND ENERGY	200001526637 200001527346/PARKS		9222 VETERANS DR SERVICE THRU 1C 8714 87TH HOUSE SERVICE THRU 10.2	64.81 12.46

10/10/13

Voucher List
CITY OF LAKEWOOD

Bank code :	csb	Date	Vendor	Invoice	PO #	Description/Account	Amount
73574		11/7/2013	000445 PUGET SOUND ENERGY	(Continued) 200004973653		WOODLAWN SERVICE THRU 10.30.13	224.01
						Total :	301.28
73575		11/7/2013	009473 PULLEN, IRENE	V1/6EXP11/13		SKETCHING INSTRUCTOR FEE	54.00
						Total :	54.00
73576		11/7/2013	010478 RICOH USA INC	91035607		COPIER RENTAL	3,217.33
				91046643		COPIER RENTAL	195.27
				91058340		COPIER RENTAL	178.87
						Total :	3,591.47
73577		11/7/2013	010656 SOUTH SOUND 911	01111		PO 4198 NOV, 2013 COMMUNICATIONS	196,589.50
				01111		PO 4198 CREDIT FOR PAYMENT MADE	-20,325.00
						Total :	176,264.50
73578		11/7/2013	002994 STERLING REFERENCE LABORATORIE	F42210-61		OCTOBER, 2013 UA FEES	1,553.15
						Total :	1,553.15
73579		11/7/2013	005575 SUMNER VETERINARY HOSPITAL	250172		KODA URGENT CARE	284.07
						Total :	284.07
73580		11/7/2013	010640 TLO LLC	OCT, 2013		OCTOBER, 2013 PERSON SEARCHES	16.00
						Total :	16.00
73581		11/7/2013	008042 WASPC	61172		SEPTEMBER, 2013 HOME MONITORING	3,226.00
						Total :	3,226.00
73582		11/7/2013	008259 WEST COAST INDUSTRIES	7066		JUNE-SEPT, 2013 CLEAN ALL PARKS	7,225.00
						Total :	7,225.00
73583		11/7/2013	010833 WORLDWIDE STEEL BUILDING	FINAL		PO 4419 STEEL BUILDING	11,481.00
						Total :	11,481.00
						Bank total :	554,615.99
						Total vouchers :	554,615.99

NOT INCLUDED IN VOUCHER TOTALS.

ATTACHED ONLY AS DOCUMENTATION OF VOIDED CKS.

VOIDS

	<p>PLANNING ADVISORY BOARD REGULAR MEETING WEDNESDAY November 6, 2013 Council Chambers 6000 Main Street SW Lakewood, WA 98499</p>
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Call to Order

The meeting was called to order at 6:30 p.m.

Roll Call

Planning Advisory Board (PAB) Members Present: Don Daniels, Chair; Jeff Brown, Paul Calta, Jim Taylor, Bob Zawilski,

PAB Members Excused: Connie Coleman-Lacadie, Doug Babbit

Staff Present: Dave Bugher, Assistant City Manager-Development; Dan Catron, Principal Planner, Staci Vukovich, Recording Secretary

Council Liaison Present: None

Approval of Minutes: Minutes of the meeting held on October 2, 2013, were unanimously approved with one minor correction. M/S/C Taylor/Zawilski

Changes to Agenda - None

Public Comments – None

Public Hearing - None

New Business: Review of PSRC Regional Monitoring Report. Mr. Bugher stated the report is about regional growth centers. If the city has a strong growth center in the future, it would likely receive additional transportation dollars. The report compares the regional growth centers throughout the Puget Sound region using several different criteria.

Zoning Ordinance Amendments Proposal. Mr. Bugher stated that staff is requesting the PAB initiate an amendment to the zoning code regarding "communal residences". Property owners are renting out rooms in single-family homes. The CSRT is seeing around 2-5 of these cases per year. The city council desires that something be done about it. New definitions for family, communal residences and dwelling would be drafted. Mr. Bugher asked the PAB

to consider this ordinance amendment and then staff will come back to the PAB with the actual ordinance, hold a public hearing and make a recommendation to the city council. A motion was made to approval the resolution of intent. M/S/C Zawilski/Calta.

Unfinished Business – 2015 Comp Plan Update and Existing Conditions Report. Mr. Bugher reviewed Power Point slides that he took from the report that the PAB received in their meeting packet. He reviewed previous ordinances that were adopted and the activities that took place from 2000- 2013. Mr. Bugher reviewed two maps: Census Tract Boundaries and Planning Areas. Mr. Bugher also reviewed the following statistics

- Regional Population Trends 2000-2010
- Military Installation/County/City Growth Comparisons
- Off-Post Active Duty Personnel
- Vision 2040 Population and Housing Targets
- Current Housing Activity 2000-2013
- Demographic Patterns: Lakewood, Pierce County& Washington State 2007-2012
- Household Size, Tenure, Home Value, and Rent by City and Subarea
- Composition of Housing Units in Lakewood 2010
- Comparisons of Multifamily Units among Pierce County Cities 2010
- Comparison of Multifamily Units in Region 2010
- Population Density of Pierce, South King County, Thurston County and Cities of Comparable Size to the City of Lakewood 2010
- Number of Housing Units
- Group Quarters Population
- Lakewood's Aging Population
- Housing Age
- Median Age of Housing – Selected Cities
- Scattered Site Public Housing by Size of Unit – Pierce County 2013
- Publicly Assisted Housing
- Low Income Housing Tax Credit Program Apartments
- HUD Contract Housing

Reports from Board Members and Staff: Mr. Bugher reported on recreational marijuana and how the city plans on proceeding. Lakewood is allowed two retail stores to sell it. The city council will be receiving an update report from the legal department at its next meeting on November 12. The report will be forwarded to the PAB. There are hard questions to be answered including the business license code as it relates to zoning. The City Council amended the business license code on November 4. It prohibits any type of activity that is illegal under local, state or federal law. The zoning code says that a person is not allowed to conduct transportation, processing or distribution of illegal substances. There

are questions as to whether or not a city has the ability to zone marijuana retailers, distribution and warehousing. The city wants the federal government to take a stand on marijuana as it relates to state regulations. Mr. Calta asked about medical marijuana and where does it fit under the new regulations. Mr. Bugher said the school of thought would be to get out of it because it makes no sense to have two programs. Mr. Bugher noted that if a person wants to use approved recreational marijuana it has to be grown through a licensing process approved by the state. Mr. Brown said he is very interested in the upcoming city council discussions on the matter.

Mr. Bugher updated the PAB on the Pt. Defiance Rail Bypass Project. A presentation to the City Council was made on proposed enhancements that the City is considering based upon public outreach. He will review maps addressing the issues at a future PAB meeting.

Mr. Bugher reported that the City has been involved in a business license closure process for three businesses in Lakewood: Willow Village Apartments, Historical Military Sales and the Golden Lion Motel.

Mr. Zawilski reported that he was recently at Seabrook, in Ocean Shores. He said it may be beneficial to have Casey Roloff who designed Seabrook to speak to the PAB about different design characteristics for designing a walking community, integrating various types of housing and amenities. Mr. Bugher stated if Lakewood had better luck with land assembly, it would be a great idea. Mr. Bugher added that he believes housing will be an important topic as the Comp Plan Update process moves forward.

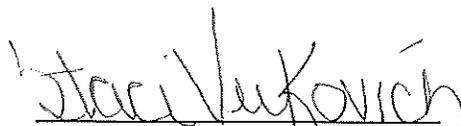
Mr. Calta added that he is proud of Lakewood because the City takes a stand on issues. He asked for a status report on the Gottshalks site. Mr. Bugher replied that there are three pads being considered for redevelopment and things will take shape during the first quarter of 2014.

Meeting Adjourned: 7:28 p.m.

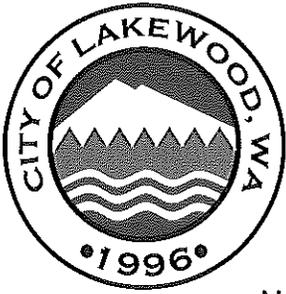
Next Meeting: The next PAB meeting is November 20, 2013



Don Daniels, Chair
Planning Advisory Board



Staci Vukovich, Secretary
Planning Advisory Board



November 20 and 27, 2013

Don Anderson
Mayor

Jason Whalen
Deputy Mayor

Mary Moss
Councilmember

Michael D. Brandstetter
Councilmember

Helen McGovern-Pilant
Councilmember

Marie Barth
Councilmember

Paul Bocchi
Councilmember

John J. Caulfield
City Manager

NOTICE OF PUBLIC HEARING

CITY OF LAKEWOOD 2013-2014 BIENNIAL BUDGET AMENDMENTS

Notice is hereby given that on Monday, December 2, 2013, at 7:00 p.m., or soon thereafter, a public hearing will be held by the Lakewood City Council on the amendments to the 2013-2014 City of Lakewood biennial budget. This hearing will take place at the City of Lakewood, Council Chambers, 6000 Main Street SW, Lakewood, Washington.

If you have concerns about this matter and want those concerns to be known and considered, they must be presented at the hearing or written comments can be submitted to the City Clerk, 6000 Main Street SW, Lakewood, WA 98499-5027, prior to the hearing.

Beginning November 21, 2013, copies of the amendments to the 2013-2014 City of Lakewood biennial budget will be made available in the Finance Department or can be viewed at www.cityoflakewood.us For further information, please call Tho Kraus, Assistant City Manager/Finance & Administrative Services, at (253) 983-7706.

Alice M. Bush, MMC
City Clerk

(Motion No. 2013-56)

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 2, 2013 REVIEW: December 16, 2013	TITLE: An Ordinance amending the 2013-2014 Biennial Budget ATTACHMENTS: <ul style="list-style-type: none"> • Staff Memo • Summary of Proposed Adjustments • Ordinance & Exhibits 	TYPE OF ACTION: ORDINANCE NO. RESOLUTION NO. MOTION OTHER <input checked="" type="checkbox"/> <u>Public Hearing</u>
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SUBMITTED BY: Tho Kraus, Assistant City Manager - Administrative Services

RECOMMENDATION: It is recommended that the City Council adopt this Ordinance amending the City's 2013-2014 Biennial Budget.

DISCUSSION: Washington state law requires cities that are on a biennial budget cycle perform a mid-biennial review and modification of the biennial budget. The review is to occur no sooner than eight months after the start no later than the conclusion of the first year of the biennium. The proposed budget amendment is focused primarily on year 2013 with related adjustments to year 2014.

- Continued on page 2 -

ALTERNATIVE(S): The City Council may approve the budget adjustment with modifications.

FISCAL IMPACT: The proposed budget adjustment for all funds:

- increases beginning fund balance by \$7,738,125 in 2013 and \$5,591,588 in 2014;
- increases revenues by \$3,085,132 in 2013 and decreases revenues by \$850,327 in 2014;
- increases expenditures by \$5,231,669 in 2013 and \$63,683 in 2014; and
- increases ending fund balance by \$5,591,588 in 2013 and \$4,677,578 in 2014.

Tho Kraus _____ Prepared by Tho Kraus _____ Department Director	 _____ City Manager Review
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DISCUSSION (continued):

We are currently reviewing the 2014 budget in greater detail and will submit to Council a more comprehensive budget adjustment in April 2014.

The proposed budget adjustment makes the following types of modifications to the current biennium: revise the beginning fund balance by adjusting the estimated amount used during the original adopted budget process to reflect the final 2012 ending fund balance; housekeeping adjustments to incorporate items previously approved by Council; reflect projects funded by grants and contributions; changing operating trends and conditions; and new allocations.

The following attachments are provided:

Staff Memo: This document provides a summary of the total amendments to beginning balance, revenue, expenditures and ending fund balance. It also highlights the proposed amendments by fund and provides a description of each of these requests, includes a discussion of ending fund balance reserves, and addresses the next steps.

Summary of Proposed Adjustments: This document provides a brief summary of the proposed budget amendments by fund, fund category, department and year.

Ordinance & Exhibits: The proposed ordinance restates the previous budget ordinances by breaking out beginning fund balance from revenues and ending fund balance from expenditures.



To: Mayor and City Councilmembers

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

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

Date: November 21, 2013

Subject: 2013-2014 Mid-Biennial Budget Review, Proposed Budget Amendments

BACKGROUND:

Washington state law requires cities that are on a biennial budget cycle perform a mid-biennial review and modification of the biennial budget. The review is to occur no sooner than eight months after the start nor later than the conclusion of the first year of the biennium. The proposed budget amendment is focused primarily on year 2013 with related adjustments to year 2014. We are currently reviewing the 2014 budget in greater detail and will submit to Council a more comprehensive budget adjustment request in April 2014.

The proposed budget adjustment makes the following types of modifications to the current biennium:

- Revise the beginning fund balance by adjusting the estimated amount used during the original adopted budget process to reflect the final 2012 ending fund balance;
- Housekeeping adjustments to incorporate items previously approved by Council;
- Reflect appropriate projects funded by grants and contributions;
- Changing operating trends and conditions; and
- New allocations.

PROPOSED BUDGET AMENDMENTS - SUMMARY:

The proposed budget adjustment:

- Increases total beginning fund balance for all funds by \$7.74M in 2013 and \$5.59M in 2014, resulting in a total revised beginning fund balance estimate of \$19.69M and \$17.33, respectively;
- Increases total revenues for all funds by \$3.09M in 2013 and decrease by \$850K in 2014, resulting in a total revised revenue estimate of \$57.69M and \$56.86M, respectively;

- Increases total expenditures for all funds by \$5.23M in 2013 and \$64K in 2014, resulting in a total revised expenditure estimate of \$60.05M and \$59.27M, respectively; and
- Increases total ending fund balance for all funds by \$5.59M in 2013 and \$4.68M in 2014, resulting in a total revised ending fund balance estimate of \$17.33M and \$14.92M, respectively.

The table below provides a breakout of the proposed 2013 and 2014 budget adjustment totals by fund group.

Fund Group	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance		
	Current Budget	Proposed Adjustment	Proposed Revised Budget	Current Budget	Proposed Adjustment	Proposed Revised Budget	Current Budget	Proposed Adjustment	Proposed Revised Budget	Current Budget	Proposed Adjustment	Proposed Revised Budget
Total Year 2013	\$ 11,953,450	\$ 7,738,125	\$ 19,691,575	\$ 54,607,310	\$ 3,085,132	\$ 57,692,442	\$ 54,821,670	\$ 5,231,669	\$ 60,053,339	\$ 11,739,090	\$ 5,591,588	\$ 17,330,678
General	-	2,615,306	2,615,306	34,176,740	684,781	34,861,521	33,774,160	1,965,309	35,739,469	402,580	1,334,779	1,737,359
Special Revenue	3,076,730	598,537	3,675,267	14,633,620	997,131	15,630,751	13,443,700	1,058,064	14,501,764	4,266,650	537,604	4,804,254
Debt Service	-	723,969	723,969	-	838,220	838,220	-	758,954	758,954	-	803,235	803,235
Capital Projects	116,640	652,744	769,384	505,480	-	505,480	324,550	398,392	722,942	297,570	254,352	551,922
Enterprise	6,200,000	536,556	6,736,556	4,142,500	565,000	4,707,500	6,039,840	1,050,950	7,090,790	4,302,660	50,606	4,353,266
Replace Reserves	2,560,080	2,611,013	5,171,093	1,148,970	-	1,148,970	1,239,420	-	1,239,420	2,469,630	2,611,013	5,080,643
Correction*	-	-	-	-	-	-	-	-	-	-	-	-
Total Year 2014	\$ 11,739,090	\$ 5,591,588	\$ 17,330,678	\$ 57,708,395	\$ (850,327)	\$ 56,858,068	\$ 59,207,295	\$ 63,683	\$ 59,270,978	\$ 10,240,190	\$ 4,677,578	\$ 14,917,768
General	402,580	1,334,779	1,737,359	34,265,355	(18,000)	34,247,355	34,204,905	497,825	34,702,730	463,030	818,954	1,281,984
Special Revenue	4,266,650	537,604	4,804,254	17,580,710	(1,488,127)	16,092,583	18,671,830	(1,258,377)	17,413,453	3,175,530	307,854	3,483,384
Debt Service	-	803,235	803,235	-	828,470	828,470	-	746,905	746,905	-	884,800	884,800
Capital Projects	297,570	254,352	551,922	558,180	-	558,180	277,120	-	277,120	578,630	254,352	832,982
Enterprise	4,302,660	50,606	4,353,266	3,031,640	250,000	3,281,640	4,407,540	500,000	4,907,540	2,926,760	(199,394)	2,727,366
Replace Reserves	2,469,630	2,611,013	5,080,643	1,849,840	-	1,849,840	1,223,230	-	1,223,230	3,096,240	2,611,013	5,707,253
Correction*	-	-	-	422,670	(422,670)	-	422,670	(422,670)	-	-	-	-

* The 2014 adopted budget included \$422,670 in revenues and expenditures that are not accounted for in any fund. The elimination of \$422,670 in revenues and expenditures as proposed has no impact to any funds since it was included in the total of all funds, but not allocated specifically to any fund.

PROPOSED BUDGET AMENDMENTS - HIGHLIGHTS:

The narrative below provides additional information on the various proposed adjustments. A complete listing of all proposed budget adjustments is attached.

Fund 001 - General Fund

ICMA Forfeiture Funds (one-time source) – In 2013 the City received a refund of employer’s contributions forfeited as a result of employees departing city employment prior to being fully vested.

The total refund was roughly \$357K of which \$317K was receipted in the General Fund and \$40K of which was receipted to the Surface Water Management Fund. This adjustment results in the *elimination of the miscellaneous revenue* of \$100K budgeted in each year of 2013 and 2014. Roughly \$43K of the refunds were spent earlier this year on new computers and software licenses. The balance of the ICMA forfeiture funds was used to partially pay for the total \$800K Cost Management Services judgment.

Transfer In from General Government CIP (one-time source) – The original source of funds is General Fund. This transfer of \$398K in 2013 results in a return of unspent proceeds which is proposed to be returned to the General Fund due to no projects currently anticipated in the General Government CIP Fund. Roughly \$24K of the transfer was spent earlier this year on the new gate at the police facility, and the balance was used to partially pay for the total \$800K Cost Management Services judgment.

IPads for Council and Select Staff (one-time use) – Add adjustment of \$11K for the purchase of eleven iPads for use by Council, City Manager, City Attorney, City Clerk and information technology staff (to be able to provide support) and \$15K mobile device management software. The iPads would allow Council and staff to access agenda packets and other city documents, email and calendar.

Transfer to Office of Economic Adjustment Fund for 2014 SSMCP(one-time use) – Allocate \$50K in 2014 for the City's contribution as an Executive Leadership Team member to SSMCP to carry out the Joint Base Lewis McChord Growth Coordination Plan.

Liquor Excise Tax Revenue (ongoing source) – Add liquor excise tax allocation of \$68K in 2013 and \$136K in 2014. The state had temporarily suspended distribution of liquor excise tax revenue to cities during the state's fiscal period July 1, 2012 through June 30, 2013 and has since lifted the temporary suspension.

Criminal Justice High Crime and Violent Crime Funding (one-time source) – Add criminal justice high crime funding of \$148K each year of 2013 and 2014 to reflect the City's qualification of high crime funding (distributed based on population to cities that have a crime rate in excess of 125% of the state-wide average). Also, add \$60K in 2013 and \$30K in 2014 to reflect the City's qualification of violent crimes funding (distributed based on population to cities that have had an average violent crime rate in the last three years that is 150% of the state-wide average for those three years). The City has received high crime funding since 1997 and violent crimes funding since 1996; however, due to the requalifying requirement, it is considered a one-time source. The City will know around July 2014 if it qualifies for this funding for the period of July 1, 2014 through June 30, 2015.

Streamlined Sales Tax Mitigation (ongoing source) – Ongoing revenue estimate of \$48K in each year of 2013 and 2014 to reflect current trend. Actual revenue collections totaled \$49K in 2012, \$40K in 2011, \$63K in 2010, \$38K in 2009 and \$11K in 2008.

Red Light & School Zone Infraction Revenue (ongoing source) – Decrease the annual revenue estimate by \$180K from \$1.0M to \$780K in each year of 2013 and 2014 based on the current trend and is consistent with 2012 actual revenue collections of \$820K.

Public Funds Interest Income (ongoing source) – Eliminate \$100K interest earnings in each year of 2013 and 2014 to reflect actual earnings. The current interest earnings rate is 0.05%.

Redirect 0.50 FTE Finance Analyst from Street Capital to General Fund (ongoing use) – Reallocate \$44K in 2013 and \$46K in 2014 of the half-time analyst position to the General Fund. The original adopted budget anticipated that half of the finance analyst time would be spent on street capital projects; however, actual staff time is not allocable.

Update Disk Storage Infrastructure (one-time use) – Add adjustment of \$65K in 2013 for city hall and police facility for storing information related to public works projects, police in-car video images, police evidence documents, email archiving and more. The request is proposed under the caveat that it is pending the IT consultant’s recommendation.

Add New SQL Server Required for Eden System Upgrade (one-time use) – Appropriate \$24K in 2013 to replace the existing server that is 6 to 9 years old and will not support a new server and SQL software that is needed for various Eden modules. Additionally, the software company has announced that they will no longer support programs that are running on the old server. The project was previously approved to move forward.

New Computers & Additional Hardware for Tyler Cashiering Module (one-time use) – Appropriate \$23K in 2013 to replace computers and purchase additional hardware (receipt printers, cash drawers, scanners, credit card readers) in order to implement the new cash receipting module. This program was authorized as part of the new permits and licensing software to reduce duplication of effort in that the permitting system will interface with the cash receipting system.

Pending Item: Replace Computers & Laptops for Migration from Windows XP to Windows 7 (one-time use) – Microsoft security updates and support the Windows XP operating system will end in April 2014. It is recommended that the City complete the conversion within six months of expiration (early October 2015). Staff will be evaluating the current inventory, needs and estimated costs in order to submit a proposal during the 2014 budget adjustment request.

DUI Emphasis (ongoing source & use) – In accordance with ordinance 449, allocate 85% or \$22K to DUI emphasis and 15% or \$4K to traffic safety. The funding source is year-to-date September 30th DUI reimbursement revenue.

South Sound 911 (ongoing use, one-time reduction) – Increase 2013 budget by \$100K, from \$2.26M to \$2.36M and decrease 2014 budget by \$318K, from \$2.26M to \$1.94M based on actual assessment. The 2014 reduction represents the available 2012 LESA ending fund balance. Since LESA was fully funded by the agencies, the Policy Board felt these funds should be distributed back by reducing allocation costs. This is a one-time reduction representing cost savings of approximately 11% in communications and 22% in information services. Future annual assessments estimated to be in the \$2.6M range will be incorporated in the upcoming six-year financial forecast.

Implement Lakewood Police Management Guild Contract (ongoing use) – Add \$33K in 2013 and \$53K in 2014 to implement Council’s approval on August 26, 2013 of the three year contract effective February 1, 2013 to December 31, 2015. The additional allocation provides for incremental salary increases every six months of the contract and signing bonuses of \$2K for lieutenants with over four years of experience in Lakewood. The fiscal impact to future years will be incorporated in the upcoming six-year financial forecast.

Implement Lakewood Police Independent Guild Contract (ongoing use) – Add \$259K in 2013 and \$267K in 2014 to implement Council’s approval on August 12, 2013 of the three year contract effective January 1, 2013 to December 31, 2015. The additional allocation provides for a 3% wage increase and related benefits. Please note – the budget adjustment figures are higher than those shown on the fiscal impact statement as adopted by Council of \$216K in 2013 and \$222K in 2014 as these figures were understated. The fiscal impact to future years will be incorporated in the upcoming six-year financial forecast.

Red Light & School Zone Infractions Vendor Payment (ongoing use) – Vendor payments to Redflex for red light photo and school zone cameras were inadvertently excluded from the 2013/2014 Adopted Budget. The City currently has eight cameras operating at five locations. The monthly red light photo vendor payments are \$3,904 for each of the four red light photo cameras at Bridgeport Blvd SW & San Francisco Ave SW and Steilacoom Blvd SW & Phillips Road SW and \$4,118 for the two red light photo cameras at South Tacoma Way & SR 512. The monthly school zone photo vendor payments are based on the number of citations issued at the 5405 Steilacoom Blvd and 9904 Gravelly Lake Drive and are \$4,870 (up to 100 issued citations), \$5,870 (101 – 160 issued citations), and \$6,870 (161+ issued citations). The estimated annual vendor payment is \$450K in each year of 2013 and 2014.

New Gate for the Police Facility – Appropriate \$24K in 2013 for the purchase of the new gate at the police facility and is funded by a transfer in from the General Government capital fund. The invoice was paid in July 2013.

Fund 101 – Street Operations & Maintenance Fund

Transfer In From Street Capital Fund (one-time) – Appropriate \$56K in revenues and expenditures in 2013 to account for the transfer of motor vehicle excise tax for the purpose of patching streets to preserve pavement due to limited resources in the Street O&M Fund.

Fund 102 - Street Capital Fund

Transfer to Street Operations & Maintenance Fund (one-time) – Appropriate expenditures of \$56K in 2013 to account for the transfer of motor vehicle excise tax for the purpose of patching streets to preserve pavement due to limited resources in the Street O&M Fund.

Transfer to Surface Water Management Fund for O&M Facility – Increase transfer to Fund 401 Surface Water Management by \$300K to a total of \$600K in each year of 2013 and 2014. The source of funds is real estate excise tax. Additional information is provided under Fund 401.

Fund 103 Transportation Benefit District

Eliminate the Original Budget Estimate – Eliminate revenue estimate of \$2M and expenditure estimate of \$2M in 2014. The updated budget will be added when Council adopts a funding plan.

Fund 182 - Federal Seizure Fund

Reduce Expenditures Due to Reflect 2012 Actual Balances – Reduce expenditures by \$24K in 2013 to \$0.5K to reflect actual balances available due to close out of year 2012. An adjustment to all seizure funds (Narcotics, Felony and Federal) will be made during the 2014 budget adjustment to reflect actual balances available due to close out of year 2013.

Fund 191 - Neighborhood Stabilization Program (NSP) Fund

NSP 1 – Eliminate the original revenue estimate of \$24K in 2014 and expenditure budget of \$75K in each year of 2013 and 2014 and replace with the actual grant balance of \$193K in revenues and expenditures in 2013. Additionally, the proposed adjustment allocates \$2K in revolving loan principal and interest revenue and \$33K in abatement program income that must be spent in 2013. The NSP 1 grant provides funds to remove blighted structures from abandoned properties.

NSP 3 – Eliminate the original revenue estimate of \$5K in 2014 and expenditure budget of \$225K in 2013 and \$2K in 2014 and replace with actual grant balance of \$177K in revenues and expenditures in 2014. The NSP 3 grant provides funds to improve the stabilization of a community that suffered from foreclosures and/or abandonment by acquiring and rehabilitating or building single-family housing units in the Tillicum neighborhood for the purpose of reselling them to low-income families.

Fund 192 – Office of Economic Adjustment (OEA) Fund

Eliminate Original Estimates - Eliminate the original estimates for revenues of \$268K and expenditures of \$214K in 2013 and revenues of \$119K and expenditures of \$95K in 2014. These estimates are replaced with actual allocations for the OEA04 grant program and 2014 South Sound Military & Communities Partnership (SSMCP) as follows:

OEA04 Program – Appropriate revenues of \$219K in 2013 comprised of grants and contract contributions and expenditures of \$239K funded by an Office of Economic Adjustment grant and current & prior years' contract contributions. The OEA grant totals \$236K for the funding period from January 1, 2013 to December 31, 2013. Staff is submitting an extension request to carry forward \$46K into 2014 to fund a portion of the 2014 SSMCP program. The purpose of the current phase of the effort is to build upon regional communication and coordination successes and deepen relationships between JBLM and the community, conduct ongoing data gathering and analysis in order to monitor trends in the region, update service member and family demographics and needs for off base services, and work with JBLM and entities in the region to continue to meet the challenges outlined in the Growth Coordination Plan.

2014 SSMCP – Appropriate revenues of \$660K in 2014 comprised of grants, contributions from the executive leadership team (includes City's \$50K contribution from the General Fund), steering committee and general memberships. The purpose of the SSMCP is to carry out the Joint Base Lewis McChord Growth Coordination Plan. The partnership will promote mutually beneficial investments and maximize opportunities for joint community and military cooperation. Grant balances at the end of 2014 will be carried over into year 2015.

Fund 195 – Public Safety Grant Fund

Emergency Management Preparedness Grant – Appropriate a total of \$139K in revenues and expenditures in 2013 to account for the grant funding. The allocation is comprised of \$91K for the funding period June 1, 2012 to August 31, 2013 and \$48K for funding period June 1, 2013 to August 31, 2014. The grant requires a 50% match which is already budgeted in the General Fund (portion of match from SS911 Information Services and City's emergency management budget). The grant is for the purpose of paying the salary and benefits of an emergency management coordinator in cooperation with West Pierce Fire & Rescue. Grant balances at the end of 2013 will be carried over into year 2014.

WA Auto Theft Prevention Authority Grant – Appropriate a total of \$332,300 in revenues and expenditures in 2013 to account for the City's share of this grant for the funding period from July 1, 2013 to June 30, 2015. No local match is required. The grant provides funding for the Auto Crimes Enforcement (ACE) Task Force, including salaries and benefits for detectives and deputy assistant prosecutor, rental of vehicle, rental of ACE facility and necessary office contracts, funding for undercover operations, training, public awareness and prosecution of criminals to aid in auto theft prevention. The purpose of these task forces is to reduce incidence 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. Grant balances at the end of 2013 will be carried over into 2014.

Detection and Prevention of Illegal Purchasing of Stolen Metals Grant – Appropriate a total of \$53,590 in revenues and expenditures in 2013 to account for the grant funding for the funding period from October 1, 2012 to September 30, 2016. No local match is required. The grant provides funds for overtime wages and related benefits, benefits for law enforcement personnel to investigate violations at illegal metal recycling businesses and to interrupt the purchase of illegally gained metals at metal recycling shops. The grant also includes funding for four GPS micro-trackers that will be affixed to scrap metal and used to track illegal purchases along with tracking services. Grant balances at the end of 2013 will be carried over into 2014.

Therapeutic Justice Problem Gambling Court – Appropriate a total of \$55,503 in revenues and expenditures in 2013 to account for the grant funding for the funding period from October 1, 2011 to September 30, 2015. No local match is required. The grant provides funds for overtime wages and related benefits for law enforcement personnel to provide computer voice stress analysis for clients participating in gambling addiction treatment in relation to a partnership with the Pierce County Superior Court, the Evergreen Council on Problem Gambling, and Pierce County Alliance, as well as funds for training. Grant balances at the end of 2013 will be carried over into 2014.

Bullet Proof Vest Grant - Appropriate a total of \$6K in revenues and expenditures in 2013 to account for the grant funding. The allocation is comprised of \$1K for the balance of the 2012 grant which expires August 31, 2014 and \$5K for the 2013 grant which expires August 30, 2015. The grant is for the purpose of funding ballistic vests. The grant requires a 50% match which is already budgeted in the General Fund. Grant balances at the end of 2013 will be carried over into 2014.

Fund 202 – Local Improvement District (LID) Debt Service Fund

The purpose of the proposed budget adjustment is to incorporate scheduled debt payments into the budget ordinance in order to comply with legal budgetary authority at the fund level. In the future, debt service payments will be presented and adopted during the original adopted budget process.

This fund accounts for the debt service payments for the City’s Combined Local Improvement District (CLID) and the Local Improvement District (LID):

CLID 1101 – Appropriate expenditures of \$213K in each year of 2013 and 2014 to reflect annual debt service payments and revenues of \$213K in each year of 2013 and 2014 to reflect assessments received from eight property owners. This CLID was issued for the purpose of constructing curb, gutter, sidewalk, storm drainage, street lighting and related street improvements in the area of Lakewood Drive SW and Steilacoom Boulevard SW. The debt totaling \$2.82M was issued on December 11, 2006 and matures December 1, 2022 with an interest rate ranging from 3.75% to 4.65%. One principal redemption payment is made per year, based upon the amount of assessments from the property owners. The outstanding principal as of December 31, 2013 is \$1.41M.

LID 1108 - Appropriate expenditures of \$85K in 2013 and \$76K in 2014 to reflect annual debt service payments and revenues of \$85K in 2013 and \$76K in 2014 to reflect assessments received from a single party. This LID was issued for the purpose of constructing half-street improvements including road widening, curb, gutter, sidewalk, storm drainage, street lighting and landscaping along street frontage of South Tacoma Way SW, 112th Street, and 34th Avenue S. The debt totaling \$880K was issued on January 7, 2008 and matures December 1, 2024 with an interest rate ranging from 4.22% to 5.0%. Principal payment varies by year but is roughly \$50K annually. The outstanding principal balance as of December 31, 2013 is \$514K.

Fund 204 – Sewer Project Debt Service Fund

The purpose of the proposed budget adjustment is to incorporate scheduled debt payments into the budget ordinance in order to comply with legal budgetary authority at the fund level. In the future, debt services payments will be presented and adopted during the original budget process.

Sewer Project Debt Service - Appropriate expenditures of \$461K in 2013 and \$458K in 2014 to reflect annual debt service payments and \$540K in each year of 2013 and 2014 to reflect surcharges received in accordance with Resolution 2004-28 which authorizes a 4.75% surcharge on all Lakewood sewer accounts for the purpose of financing sewer extensions in Tillicum and American Lake Gardens. The surcharges collected are used to pay the debt service on the three public works trust fund loans. The combined PWTFL debt totaling \$7.43M was in 2005, 2006 and 2008 with interest rate ranging from 0.50% to 1.0% with final maturity September 1, 2028. The outstanding principal as of December 31, 2013 is \$5.72M.

Fund 301 – General Government CIP Fund

Transfer to General Fund – Transfer \$398K to the General Fund for the purpose of partially funding \$375K of the Cost Management Services judgment and \$24K for the new gate for the police facility. The original source of funds in the General Government capital fund is General Fund.

Fund 401 – Surface Water Management Fund

ICMA Forfeiture Funds - ICMA Forfeiture Funds (one-time source) – In 2013 the City received a refund of employer's contributions forfeited as a result of employees departing city employment prior to being fully vested. The total refund was roughly \$357K of which \$317K was received in the General Fund and \$40K was received to the Surface Water Management Fund.

Public Funds Interest Income – Eliminate \$50K interest earnings in each year of 2013 and 2014 to reflect actual earnings. The current interest earnings rate is 0.05%.

Wards Lake Property Expansion – Appropriate expenditures of \$475K in 2013 for the purchase of two parcels of the Wards Lake property funded by \$275K Pierce County conservations grant and \$200K surface water utility local match. The property will be classified as open space and the City will be responsible for maintenance of the property.

O&M Facility Cost Increase & Transfer In from Street Capital Fund – The Project was originally budgeted at \$1.5M. The revised budget with additional expenditures for the O&M building is \$2.5M. Increased costs are related to an unsuitable soil base for paving or for building footings, necessity to use an outside contractor due to a health issue with a city employee, improvements along the property line that cover the sand/salt stock pile so they are not an eye-sore to the neighboring property owner, and an increase in the scope of the project by adding emergency power, a fueling station, and a shed row for equipment and material. \$625K was spent on the project in 2012. The budget for 2013 will be \$1.125M, which is \$576K more than what was originally budgeted. Additional costs for 2014 and 2015 will be \$500K and \$250K respectively. Due to the increased costs of the project, the Street Capital Fund will increase its transfer to Fund 401 by adding an additional \$300K in both 2013 and 2014.

ENDING FUND BALANCE:

The proposed budget adjustment results in a revised 2014 ending fund balance of \$1.28M, which is 3.7% of General Fund operating expenditures.

In consideration of the City's financial integrity, the following fund balance reserves, totaling 12% of General Fund operating expenditures of \$4.1M, will be proposed as part of the financial policies discussion scheduled to occur in March 2014:

2% General Fund Contingency Reserves: The purpose of this reserve is to accommodate unexpected operational changes, legislative impacts, or other economic events affecting the City's operations which could not have been reasonably anticipated at the time the original budget was prepared. A 2% reserve fund based on the General Fund operating expenditures equates to roughly \$700K.

5% General Fund Ending Fund Balance Reserves: The purpose of this reserve is to provide financial stability, cash flow for operations and the assurance that the City will be able to respond to revenue shortfalls with fiscal strength. A 5% reserve fund based on the General Fund operating expenditures equates to roughly \$1.70M.

5% Strategic Reserves: The purpose of this reserve is to provide some fiscal means for the City to respond to potential adversities such as public emergencies, natural disasters or similarly major, unanticipated events. A 5% reserve fund based on the General Fund operating expenditures equates to roughly \$1.70M.

NEXT STEPS:

- Develop and present to Council the 3rd quarter financial report (December 2013)
- Evaluate, develop and present to TBD Board Transportation Benefit District options (February 2014)
- Develop and present to Council the 6-year financial forecast (March 2014)
- Develop and present to Council the proposed financial policies (March 2014)
- Evaluate, develop and present to Council a fleet & equipment plan (April 2014)
- Evaluate, develop and present to Council an information technology plan (April 2014)
- Evaluate and present to Council the proposed 2014 budget amendments (April 2014)
- Present to Council the 2013 Year-End Financial Report (May 2014)

ATTACHMENTS:

- Summary of Proposed Adjustments
- Draft Budget Ordinance & Related Exhibits
- Exhibit A – Original Adopted 2013-2014 Budget By Fund Per Ord. No. 556 Adopted 11/26/12
 - Exhibit B(1) – Current Revised Budget By Fund- Year 2013 Per Ord. 559 Adopted 3/4/13
 - Exhibit B(2) – Current Revised Budget By Fund- Year 2014 Per Ord. 559 Adopted 3/4/13
 - Exhibit C(1) – Proposed Revised Budget By Fund- Year 2013
 - Exhibit C(2) – Proposed Revised Budget By Fund- Year 2014

**2013-14 Mid-Biennial Budget Adjustment
Summary of Proposed Requests**

	YEAR 2013		Year 2014	
	Revenue	Expenditure	Revenue	Expenditure
Grand Total - All Funds	\$ 3,085,133	\$ 5,231,662	\$ (850,327)	\$ 63,683
Grand Total - Fund 001 General	\$ 684,781	\$ 1,965,310	\$ (18,000)	\$ 497,825
ICMA Forfeiture Funds	316,873	-	-	-
Transfer in From General Government CIP, Unrestricted Source	374,617	-	-	-
CMS Judgement, Funded Partially by Transfer In From General Government CIP and ICMA Forfeiture Funds	-	800,000	-	-
Ipads for Council, & Various Staff - Qty 11 \$11,000 and Mobile Device Management Software \$26,000	-	26,000	-	-
Transfer to Fund 192 Office of Economic Adjustment (OEA) for City's Contribution to 2014 SSMCP	-	50,000	-	-
Eliminate Miscellaneous Revenue Line Item	(100,000)	-	(100,000)	-
Liquor Excise Tax	68,000	-	136,000	-
Criminal Justice High Crime Funding	148,000	-	148,000	-
Criminal Justice Violent Crimes Funding	60,000	-	30,000	-
Streamlined Sales Tax Mitigation	48,000	-	48,000	-
Red Light/School Zone Camera Infractions	(180,000)	-	(180,000)	-
Public Funds Interest Income	(100,000)	-	(100,000)	-
Subtotal - City-Wide/Non-Departmental	\$ 635,490	\$ 876,000	\$ (18,000)	\$ -
Redirect 0.50 FTE Finance Analyst From Street Capital Fund to General Fund	-	44,060	-	46,070
Disk Storage Infrastructure Update, Pending IT Plan	-	65,000	-	-
Replace Computers for Finance, Info Tech, & Community Development - Paid on 5/16/13, Funded by ICMA Forfeiture Refund	-	19,530	-	-
New Software License for Finance - Paid on 7/25/13, Funded by ICMA Forfeiture Refund	-	11,855	-	-
New Software Licenses for IS and CD - Paid on 7/25/13, Funded by ICMA Forfeiture Refund	-	11,350	-	-
Replace SQL Server Required for Eden System Upgrade (Project Previously Scheduled to Move Forward)	-	24,000	-	-
Replace Computers & Add'l Hardware for Tyler Cashiering Module (Project Previously Scheduled to Move Forward)	-	22,600	-	-
City Manager Recruitment Costs, Funded by Redirection of City Attorney Personnel Costs Charged to City Manager Budget during Acting City Manager Assignment	-	21,671	-	-
Reduce Assistant City Attorney Position Costs Due to Charging Acting City Manager Pay to CM Budget - Fund City Manager Recruitment Cost	-	(21,671)	-	-
Subtotal - Finance & Administrative Services	\$ -	\$ 198,395	\$ -	\$ 46,070
Add Traffic Camera Redflex Vendor Payments Currently Not Budgeted	-	450,000	-	450,000
Allocated DUI Reimbursement to DUI Emphasis Per Ordinance 449 (85% DUI Emphasis Overtime / 15% Traffic Safety Requirements)	25,516	25,516	-	-
Implement Lakewood Police Independent Guild Contract 1/1/2013-12/31/2015 - Approved by Council 8/26/13 2013 Fiscal Impact = Original \$216K / Revised \$259K 2014 Fiscal Impact = Original \$222K / Revised \$267K	-	259,000	-	267,000
Implement Lakewood Police Management Guild Contract. 2/1/2013-12/31/2015	-	32,650	-	52,800
South Sound 911 Assessment Decrease in 2014 is one-time due to available LESA 2012 ending fund balance.	-	99,974	-	(318,045)
Subtotal - Police	\$ 25,516	\$ 867,140	\$ -	\$ 451,755
New Gate for the Police Facility, Funded by Transfer In From General Government CIP - Paid on 7/1/2013	23,775	23,775	-	-
Subtotal - Property Management	\$ 23,775	\$ 23,775	\$ -	\$ -

**2013-14 Mid-Biennial Budget Adjustment
Summary of Proposed Requests**

	YEAR 2013		Year 2014	
	Revenue	Expenditure	Revenue	Expenditure
Grand Total - Special Revenue Funds	\$ 997,131	\$ 1,058,064	\$ (1,488,127)	\$ (1,258,377)
Total - Fund 101 Street Operations & Maintenance	\$ 56,000	\$ 56,000	\$ -	\$ -
Patching Needed to Preserve Pavement, Funded by Transfer In from Street Capital Motor Vehicle Fuel Tax	56,000	56,000	-	-
Total - Fund 102 Street Capital	\$ -	\$ 311,940	\$ -	\$ 253,930
Increase transfer to Surface Water Management Fund for O&M Facility	-	300,000	-	300,000
Transfer MVET to Street O&M Fund for Patching Needed to Preserve	-	56,000	-	-
Redirect 0.50 FTE Finance Analyst From Street Capital Fund to General Fund	-	(44,060)	-	(46,070)
Total - Fund 103 Transportation Benefit District	\$ -	\$ -	\$ (2,000,000)	\$ (2,000,000)
Eliminate Original Budget Estimate Appropriate new budget once Council approves the funding plan.	-	-	(2,000,000)	(2,000,000)
Total - Fund 182 Federal Seizure	\$ -	\$ (24,129)	\$ -	\$ (480)
Decrease Due to 2013 Actual Beginning Balance Less than Budget	-	(24,129)	-	(480)
Total - Fund 191 Neighborhood Stabilization Program (NSP)	\$ 404,184	\$ 102,926	\$ (29,110)	\$ (77,280)
Eliminate Original NSP 1 Budget Estimate	-	(75,000)	(24,110)	(75,000)
Appropriate Actual NSP 1 Grant Balance	193,228	193,228	-	-
Eliminate Original NSP 3 Budget Estimate	-	(224,690)	(5,000)	(2,280)
Appropriate Actual NSP 3 Grant Balance	176,670	176,670	-	-
Abatement - Revolving Loan Principal & Interest	1,568	-	-	-
Abatement - NSP 1 Program Income, Must be Spent in 2013	32,718	32,718	-	-
Total - Fund 192 Office of Economic Adjustment (OEA)	\$ (48,865)	\$ 25,515	\$ 540,983	\$ 565,453
Eliminate Original Estimates	(268,240)	(213,860)	(119,380)	(94,910)
OEA04 Grant - Funding Period 1/1/2013 - 12/31/2013 (Extension Request of \$46K for 2014 SSMCP in Progress) Grant \$235,735 Local Match \$89,669 (\$50,000 contract & \$39,669 personnel)	189,375	239,375	46,360	46,360
Contributions from Partner Billings for OEA04 Grant Program	30,000	-	-	-
Joint Land Use Study (JLUS) Grant - Funding Period 1/1/2014 -12/31/2015 For 2014 SSMCP, Balance of Grant to Be Carried Over	-	-	426,003	426,003
Contributions from Executive Leadership Team for 2014 SSMCP (Excluding City of Lakewood)	-	-	70,000	70,000
Contribution from Executive Leadership Team for 2014 SSMCP - City's Portion Funded by Transfer In From General Fund	-	-	50,000	50,000
Contribution from Steering Committee for 2014 SSMCP	-	-	55,500	55,500
Contribution from General Membership	-	-	12,500	12,500
Total - Fund 195 Public Safety Grants	\$ 585,812	\$ 585,812	\$ -	\$ -
Emergency Mgmt Preparedness Grant, Funding Period 6/1/2012 - 8/31/2013 - WA State Military Dept of Homeland Security	90,699	90,699	-	-
Emergency Management Grant, Funding Period 6/1/2013 - 8/31/2014 - WA State Military Dept of Homeland Security	48,177	48,177	-	-
WA Auto Theft Prevention Authority Grant, Funding Period 7/1/2013-6/30/2015 - WA Association of Sheriffs and Police Chiefs	332,300	332,300	-	-
Detection and Prevention of Illegal Purchasing of Stolen Metals Grant, Funding Period 10/1/2012-9/30/2016 - US Dept of Justice Edward Byrne Justice Assistance Grant	53,590	53,590	-	-
Therapeutic Justice Problem Gambling Court, Funding Period 10/1/2011-9/30/2015 - US Dept of Justice Edward Byrne Justice Assistance Grant	55,503	55,503	-	-
Bullet Proof Vest Grant 2012 Grant Balance - Bureau of Justice Assistance Grant	1,085	1,085	-	-
Bullet Proof Vest Grant 2013 Grant Balance - Bureau of Justice Assistance Grant	4,458	4,458	-	-

**2013-14 Mid-Biennial Budget Adjustment
Summary of Proposed Requests**

	YEAR 2013		Year 2014	
	Revenue	Expenditure	Revenue	Expenditure
Grand Total - Debt Service Funds	\$ 838,221	\$ 758,946	\$ 828,470	\$ 746,905
Total - Fund 202 LID Debt Service	\$ 298,221	\$ 298,221	\$ 288,470	\$ 288,470
Combined Local Improvement District (CLID) 1101 Debt Service	213,296	213,296	212,874	212,874
Local Improvement District (LID) 1108 Debt Service	84,925	84,925	75,596	75,596
Total - Fund 204 Sewer Project Debt Service	\$ 540,000	\$ 460,725	\$ 540,000	\$ 458,435
Sewer Project Debt Service	540,000	460,725	540,000	458,435
Grand Total - Capital Improvement Project Funds	\$ -	\$ 398,392	\$ -	\$ -
Total - Fund 301 General Government CIP	\$ -	\$ 398,392	\$ -	\$ -
Transfer to General Fund for CMS Judgement	-	374,617	-	-
Transfer to General Fund for New Gate at Police Facility	-	23,775	-	-
Grant Total - Enterprise Funds	\$ 565,000	\$ 1,050,950	\$ 250,000	\$ 500,000
Total - Fund 401 Surface Water Management	\$ 565,000	\$ 1,050,950	\$ 250,000	\$ 500,000
Wards Lake Park Expansion Project - Funded by \$275K Conservation Futures Grant & \$200K City Match	275,000	475,000	-	-
Public Funds Interest Income	(50,000)	-	(50,000)	-
Transfer In from Street Capital for O&M Facility Building Construction	300,000	-	300,000	-
O&M Facility Building Construction Cost Increase- Project was originally budgeted at \$1,500,000. The revised budget with additional expenditures for the O&M building is \$2,490,000. \$624,050 was spent in 2012. The budget will be \$1,125,090 for 2013, \$500,000 for 2014, and \$240,000 for 2015.	-	575,950	-	500,000
ICMA Forfeiture Funds	40,000	-	-	-
Correction to Ordinance 556	\$ -	\$ -	\$ (422,670)	\$ (422,670)

ORDINANCE NO.

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Ordinance No. 556, the 2013-2014 Budget Ordinance, originally adopted on November 26, 2012.

WHEREAS, pursuant to Chapter 35A.34 RCW, the City of Lakewood has created an biennial budget with the most recent budget having commenced on January 1, 2013;

WHEREAS, the City of Lakewood adopted Ordinance 556 on November 26, 2012 implementing the 2013 and 2014 Budget. It subsequently adopted Ordinance No. 559 on March 4, 2013 to amend original adopted 2013-2014 Budget Ordinance to reflect the receipt of the additional grants and to make the adjustments necessary to accurately reflect the revenues and the expenditures for 2013 & 2014 within the Street Capital Improvement fund (Fund 102); and

WHEREAS, the City of Lakewood finds it necessary to revise the 2013-2014 Biennial Budget as result of the mid-biennial review;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

Section 1. Budget Amendment. Ordinance 556, Section 2, is amended to adopt the revised budget for the 2013-2014 biennium in the amounts and for the purposes as shown on the attached Exhibits C(1) and C(2) 2013-2014 Budget By Fund.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance or its application to any other person, property or circumstance.

Section 3: Effective Date. This Ordinance shall be in full force and effect for the fiscal years 2013 & 2014 and five (5) days after publication as required by law.

ADOPTED by the City Council this 16th day of December, 2013.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

EXHIBIT A
2013-2014 ORIGINAL ADOPTED BUDGET BY FUND
Per Ordinance 556 Adopted November 26, 2012

Fund	2013				2014			
	Beginning Fund Balance	Revenue	Expenditure	Ending Fund Balance	Beginning Fund Balance	Revenue	Expenditure	Ending Fund Balance
General Fund (001)	\$ -	\$ 34,176,740	\$ 33,774,160	\$ 402,580	\$ 402,580	\$ 34,265,355	\$ 33,802,325	\$ 865,610
Special Revenue Funds:								
101 Street Operations & Maintenance	100	2,165,500	2,165,500	100	100	2,220,930	2,220,930	100
102 Street Capital Projects	470,000	7,225,800	7,238,370	457,430	457,430	10,613,570	10,542,880	528,120
103 Transportation Benefit District	-	-	-	-	-	2,000,000	2,000,000	-
104 Lodging Tax Fund	859,440	430,000	497,720	791,720	791,720	430,000	499,000	722,720
105 Property Abatement	85,000	50,000	85,000	50,000	50,000	50,000	100,000	-
106 Public Art	-	7,000	2,000	5,000	5,000	5,000	5,000	5,000
180 Narcotics Seizure	200,000	205,660	390,000	15,660	15,660	325,000	250,000	90,660
181 Felony Seizure	108,250	200	58,450	50,000	50,000	10,000	20,000	40,000
182 Federal Seizure	100,480	-	70,000	30,480	30,480	69,520	70,000	30,000
190 Grants	800,000	3,637,760	1,783,590	2,654,170	2,654,170	689,000	1,773,390	1,569,780
191 Neighborhood Stabilization Program	453,460	-	299,690	153,770	153,770	29,110	77,280	105,600
192 OEA Grant	-	268,240	213,860	54,380	54,380	119,380	94,910	78,850
193 Police ARRA Grant	-	8,300	8,000	300	300	-	300	-
195 Public Safety Grants	-	370,160	366,520	3,640	3,640	278,200	277,140	4,700
Debt Service Funds:								
202 LID Debt Service	-	-	-	-	-	-	-	-
204 Sewer Project Debt	-	-	-	-	-	-	-	-
251 LID Guaranty	-	-	-	-	-	-	-	-
Capital Project Funds:								
301 General Government CIP	-	-	-	-	-	-	-	-
311 Sewer Project CIP	-	235,580	234,610	970	970	185,650	184,830	1,790
312 Sanitary Sewer Connection	116,640	269,900	89,940	296,600	296,600	372,530	92,290	576,840
Enterprise Fund:								
401 Surface Water Management	6,200,000	4,142,500	6,039,840	4,302,660	4,302,660	3,031,640	4,407,540	2,926,760
Replacement Reserve Funds:								
501 Equipment Replacement	2,560,080	1,148,970	1,239,420	2,469,630	2,469,630	1,849,840	1,223,230	3,096,240
502 City Hall Service	-	-	-	-	-	-	-	-
Correction to Ord. 556	-	-	-	-	-	422,670	422,670	-
Grand Total All Funds	\$ 11,953,450	\$ 54,342,310	\$ 54,556,670	\$ 11,739,090	\$ 11,739,090	\$ 56,967,395	\$ 58,063,715	\$ 10,642,770

EXHIBIT B(1)
CURRENT REVISED BUDGET BY FUND - YEAR 2013
Per Ordinance No. 559 Adopted March 4, 2013

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
General Fund (001)	\$ -	\$ -	\$ -	\$ 34,176,740	\$ -	\$ 34,176,740	\$ 33,774,160	\$ -	\$ 33,774,160	\$ 402,580
Special Revenue Funds:										
101 Street Operations & Maintenance	100	-	100	2,165,500	-	2,165,500	2,165,500	-	2,165,500	100
102 Street Capital Projects	470,000	-	470,000	7,225,800	265,000	7,490,800	7,238,370	265,000	7,503,370	457,430
103 Transportation Benefit District	-	-	-	-	-	-	-	-	-	-
104 Lodging Tax Fund	859,440	-	859,440	430,000	-	430,000	497,720	-	497,720	791,720
105 Property Abatement	85,000	-	85,000	50,000	-	50,000	85,000	-	85,000	50,000
106 Public Art	-	-	-	7,000	-	7,000	2,000	-	2,000	5,000
180 Narcotics Seizure	200,000	-	200,000	205,660	-	205,660	390,000	-	390,000	15,660
181 Felony Seizure	108,250	-	108,250	200	-	200	58,450	-	58,450	50,000
182 Federal Seizure	100,480	-	100,480	-	-	-	70,000	-	70,000	30,480
190 Grants	800,000	-	800,000	3,637,760	-	3,637,760	1,783,590	-	1,783,590	2,654,170
191 Neighborhood Stabilization Program	453,460	-	453,460	-	-	-	299,690	-	299,690	153,770
192 OEA Grant	-	-	-	268,240	-	268,240	213,860	-	213,860	54,380
193 Police ARRA Grant	-	-	-	8,300	-	8,300	8,000	-	8,000	300
195 Public Safety Grants	-	-	-	370,160	-	370,160	366,520	-	366,520	3,640
Debt Service Funds:										
202 LID Debt Service	-	-	-	-	-	-	-	-	-	-
204 Sewer Project Debt	-	-	-	-	-	-	-	-	-	-
251 LID Guaranty	-	-	-	-	-	-	-	-	-	-
Capital Project Funds:										
301 General Government CIP	-	-	-	-	-	-	-	-	-	-
311 Sewer Project CIP	-	-	-	235,580	-	235,580	234,610	-	234,610	970
312 Sanitary Sewer Connection	116,640	-	116,640	269,900	-	269,900	89,940	-	89,940	296,600
Enterprise Fund:										
401 Surface Water Management	6,200,000	-	6,200,000	4,142,500	-	4,142,500	6,039,840	-	6,039,840	4,302,660
Replacement Reserve Funds:										
501 Equipment Replacement	2,560,080	-	2,560,080	1,148,970	-	1,148,970	1,239,420	-	1,239,420	2,469,630
502 City Hall Service	-	-	-	-	-	-	-	-	-	-
Correction to Ord. 556	-	-	-	-	-	-	-	-	-	-
Total All Funds	\$11,953,450	\$ -	\$11,953,450	\$ 54,342,310	\$ 265,000	\$54,607,310	\$ 54,556,670	\$ 265,000	\$54,821,670	\$ 11,739,090

EXHIBIT B(2)
CURRENT REVISED BUDGET BY FUND - YEAR 2014
Per Ordinance No. 559 Adopted March 4, 2013

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
General Fund (001)	\$402,580		\$ 402,580	\$ 34,265,355	\$ -	\$ 34,265,355	\$ 34,204,905		\$ 34,204,905	\$ 463,030
Special Revenue Funds:										
101 Street Operations & Maintenance	100		100	2,220,930	-	2,220,930	2,220,930	-	2,220,930	100
102 Street Capital Projects	457,430		457,430	10,613,570	741,000	11,354,570	10,542,880	741,000	11,283,880	528,120
103 Transportation Benefit District	-		-	2,000,000	-	2,000,000	2,000,000	-	2,000,000	-
104 Lodging Tax Fund	791,720		791,720	430,000	-	430,000	499,000	-	499,000	722,720
105 Property Abatement	50,000		50,000	50,000	-	50,000	100,000	-	100,000	-
106 Public Art	5,000		5,000	5,000	-	5,000	5,000	-	5,000	5,000
180 Narcotics Seizure	15,660		15,660	325,000	-	325,000	250,000	-	250,000	90,660
181 Felony Seizure	50,000		50,000	10,000	-	10,000	20,000	-	20,000	40,000
182 Federal Seizure	30,480		30,480	69,520	-	69,520	70,000	-	70,000	30,000
190 Grants	2,654,170		2,654,170	689,000	-	689,000	1,773,390	-	1,773,390	1,569,780
191 Neighborhood Stabilization Program	153,770		153,770	29,110	-	29,110	77,280	-	77,280	105,600
192 OEA Grant	54,380		54,380	119,380	-	119,380	94,910	-	94,910	78,850
193 Police ARRA Grant	300		300	-	-	-	300	-	300	-
195 Public Safety Grants	3,640		3,640	278,200	-	278,200	277,140	-	277,140	4,700
Debt Service Funds:										
202 LID Debt Service	-		-	-		-	-		-	-
204 Sewer Project Debt	-		-	-		-	-		-	-
251 LID Guaranty	-		-	-		-	-		-	-
Capital Project Funds:										
301 General Government CIP	-		-	-		-	-		-	-
311 Sewer Project CIP	970		970	185,650	-	185,650	184,830		184,830	1,790
312 Sanitary Sewer Connection	296,600		296,600	372,530	-	372,530	92,290	-	92,290	576,840
Enterprise Fund:										
401 Surface Water Management	4,302,660		4,302,660	3,031,640	-	3,031,640	4,407,540	-	4,407,540	2,926,760
Replacement Reserve Funds:										
501 Equipment Replacement	2,469,630		2,469,630	1,849,840	-	1,849,840	1,223,230	-	1,223,230	3,096,240
502 City Hall Service	-		-	-	-	-	-	-	-	-
Correction to Ord. 556	-	-	-	422,670	-	422,670	422,670	-	422,670	-
Total All Funds	\$11,739,090	\$ -	\$11,739,090	\$ 56,967,395	\$ 741,000	\$57,708,395	\$ 58,466,295	\$ 741,000	\$59,207,295	\$ 10,240,190

EXHIBIT C(1)
PROPOSED REVISED BUDGET BY FUND - YEAR 2013

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
General Fund (001)	\$ -	\$ 2,615,306	\$ 2,615,306	\$ 34,176,740	\$ 684,781	\$ 34,861,521	\$ 33,774,160	\$ 1,965,309	\$ 35,739,469	\$ 1,737,359
Special Revenue Funds:										
101 Street Operations & Maintenance	100	155,792	155,892	2,165,500	56,000	2,221,500	2,165,500	56,000	2,221,500	155,892
102 Street Capital Projects	470,000	193,085	663,085	7,490,800	-	7,490,800	7,503,370	311,940	7,815,310	338,575
103 Transportation Benefit District	-	-	-	-	-	-	-	-	-	-
104 Lodging Tax Fund	859,440	78,377	937,817	430,000	-	430,000	497,720	-	497,720	870,097
105 Property Abatement	85,000	169,927	254,927	50,000	-	50,000	85,000	-	85,000	219,927
106 Public Art	-	-	-	7,000	-	7,000	2,000	-	2,000	5,000
180 Narcotics Seizure	200,000	207,797	407,797	205,660	-	205,660	390,000	-	390,000	223,457
181 Felony Seizure	108,250	47,319	155,569	200	-	200	58,450	-	58,450	97,319
182 Federal Seizure	100,480	(54,609)	45,871	-	-	-	70,000	(24,129)	45,871	0
190 Grants	800,000	49,722	849,722	3,637,760	-	3,637,760	1,783,590	-	1,783,590	2,703,892
191 Neighborhood Stabilization Program	453,460	(283,684)	169,776	-	404,184	404,184	299,690	102,926	402,616	171,344
192 OEA Grant	-	32,517	32,517	268,240	(48,865)	219,375	213,860	25,515	239,375	12,517
193 Police ARRA Grant	-	0	0	8,300	-	8,300	8,000	-	8,000	300
195 Public Safety Grants	-	2,294	2,294	370,160	585,812	955,972	366,520	585,812	952,332	5,934
Debt Service Funds:										
202 LID Debt Service	-	3,995	3,995	-	298,220	298,220	-	298,220	298,220	3,995
204 Sewer Project Debt	-	329,191	329,191	-	540,000	540,000	-	460,734	460,734	408,457
251 LID Guaranty	-	390,783	390,783	-	-	-	-	-	-	390,783
Capital Project Funds:										
301 General Government CIP	-	398,392	398,392	-	-	-	-	398,392	398,392	0
311 Sewer Project CIP	-	190,002	190,002	235,580	-	235,580	234,610	-	234,610	190,972
312 Sanitary Sewer Connection	116,640	64,349	180,989	269,900	-	269,900	89,940	-	89,940	360,949
Enterprise Fund:										
401 Surface Water Management	6,200,000	536,556	6,736,556	4,142,500	565,000	4,707,500	6,039,840	1,050,950	7,090,790	4,353,266
Replacement Reserve Funds:										
501 Equipment Replacement	2,560,080	2,158,893	4,718,973	1,148,970	-	1,148,970	1,239,420	-	1,239,420	4,628,523
502 City Hall Service	-	452,120	452,120	-	-	-	-	-	-	452,120
Correction to Ord. 556	-	-	-	-	-	-	-	-	-	-
Total All Funds	\$11,953,450	\$ 7,738,125	\$19,691,575	\$ 54,607,310	\$ 3,085,132	\$57,692,442	\$ 54,821,670	\$ 5,231,669	\$60,053,339	\$ 17,330,678

EXHIBIT C(2)
PROPOSED REVISED BUDGET BY FUND - YEAR 2014

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
General Fund (001)	\$ 402,580	\$1,334,779	\$ 1,737,359	\$ 34,265,355	\$ (18,000)	\$ 34,247,355	\$ 34,204,905	\$ 497,825	\$ 34,702,730	\$ 1,281,984
Special Revenue Funds:										
101 Street Operations & Maintenance	100	155,792	155,892	2,220,930	-	2,220,930	2,220,930	-	2,220,930	155,892
102 Street Capital Projects	457,430	(118,855)	338,575	11,354,570	-	11,354,570	11,283,880	253,930	11,537,810	155,335
103 Transportation Benefit District	-	-	-	2,000,000	(2,000,000)	-	2,000,000	(2,000,000)	-	-
104 Lodging Tax Fund	791,720	78,377	870,097	430,000	-	430,000	499,000	-	499,000	801,097
105 Property Abatement	50,000	169,927	219,927	50,000	-	50,000	100,000	-	100,000	169,927
106 Public Art	5,000	-	5,000	5,000	-	5,000	5,000	-	5,000	5,000
180 Narcotics Seizure	15,660	207,797	223,457	325,000	-	325,000	250,000	-	250,000	298,457
181 Felony Seizure	50,000	47,319	97,319	10,000	-	10,000	20,000	-	20,000	87,319
182 Federal Seizure	30,480	(30,480)	0	69,520	-	69,520	70,000	(480)	69,520	0
190 Grants	2,654,170	49,722	2,703,892	689,000	-	689,000	1,773,390	-	1,773,390	1,619,502
191 Neighborhood Stabilization Program	153,770	17,574	171,344	29,110	(29,110)	-	77,280	(77,280)	-	171,344
192 Office of Economic Adj (OEA) Grant	54,380	(41,863)	12,517	119,380	540,983	660,363	94,910	565,453	660,363	12,517
193 Police ARRA Grant	300	0	300	-	-	-	300	-	300	0
195 Public Safety Grants	3,640	2,294	5,934	278,200	-	278,200	277,140	-	277,140	6,994
Debt Service Funds:										
202 LID Debt Service	-	3,995	3,995	-	288,470	288,470	-	288,470	288,470	3,995
204 Sewer Project Debt	-	408,457	408,457	-	540,000	540,000	-	458,435	458,435	490,021
251 LID Guaranty	-	390,783	390,783	-	-	-	-	-	-	390,783
Capital Project Funds:										
301 General Government CIP	-	0	0	-	-	-	-	-	-	0
311 Sewer Project CIP	970	190,002	190,972	185,650	-	185,650	184,830	-	184,830	191,792
312 Sanitary Sewer Connection	296,600	64,349	360,949	372,530	-	372,530	92,290	-	92,290	641,189
Enterprise Fund:										
401 Surface Water Management	4,302,660	50,606	4,353,266	3,031,640	250,000	3,281,640	4,407,540	500,000	4,907,540	2,727,366
Replacement Reserve Funds:										
501 Equipment Replacement	2,469,630	2,158,893	4,628,523	1,849,840	-	1,849,840	1,223,230	-	1,223,230	5,255,133
502 City Hall Service	-	452,120	452,120	-	-	-	-	-	-	452,120
Correction to Ord. 556	-	-	-	422,670	(422,670)	-	422,670	(422,670)	-	-
Total All Funds	\$11,739,090	\$ 5,591,588	\$17,330,678	\$ 57,708,395	\$ (850,327)	\$56,858,068	\$ 59,207,295	\$ 63,683	\$59,270,978	\$ 14,917,768

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE:	TYPE OF ACTION:
December 2, 2013	Municipal Court Judge Appointment	<input type="checkbox"/> ORDINANCE
		<input type="checkbox"/> RESOLUTION
REVIEW:	ATTACHMENTS:	<input checked="" type="checkbox"/> MOTION NO. 2013-58
	Contract	<input type="checkbox"/> OTHER

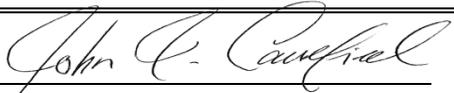
SUBMITTED BY: Heidi Ann Wachter, City Attorney

RECOMMENDATION: It is recommended that the City Council confirm the appointment of Mr. Grant Blinn as Municipal Court Judge.

DISCUSSION: Mr. Grant Blinn has been appointed Municipal Court Judge on November 22, 2013 by the City Manager pending confirmation by the Lakewood City Council. Mr. Blinn was selected by the Human Resources Department as meeting the selection criteria and then rated by the Tacoma-Pierce County Bar Association Judicial Evaluations Committee as “Exceptionally Well-Qualified”. The committee process includes completion of the Washington State Governor’s Office Uniform Judicial Evaluation Questionnaire, background interviews as conducted by committee members, and ultimately a panel interview by members of the Committee. The committee is comprised of members of the Tacoma-Pierce County Bar Association from all areas of practice, civil and criminal, government and private. The evaluations are ultimately referred to the President of the Bar Association and then the candidates requesting jurisdiction. Mr. Blinn was also selected by the City’s panel which consisted of 1) Chair of the Public Safety Committee, 2) Court Administrator, 3) Assistant Chief of Police, 4) attorney with the Crystal Judson Family Justice Center, 5) City Attorney for the City of Des Moines who also currently serves on the Municipal Research Services Board, 6) City Attorney for University Place; and 7) Town Administrator for the Town of Steilacoom to be considered directly by the City Manager and ultimately selected to be appointed.

ALTERNATIVE(S): The Council could decide not to confirm the appointment however, pursuant to state law, there must be a judicial appointment prior to December 31, 2013.

FISCAL IMPACT: Compensation of \$11,443 monthly, plus benefits.

Prepared by _____ _____ Department Director	 _____ City Manager Review
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**PROFESSIONAL SERVICES CONTRACT
MUNICIPAL COURT JUDGE**

THIS CONTRACT, made and entered into this _____ of _____, 2013, by and between the City of Lakewood, Washington, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and Grant Blinn, hereinafter referred to as the "Municipal Court Judge."

WITNESSETH:

WHEREAS, the City Council of the City of Lakewood, Washington adopted Ordinances establishing a Municipal Court for the City of Lakewood, and since incorporation, has been operating a Municipal Court pursuant to the provisions of Chapter 3.50 of the Revised Code of Washington; and

WHEREAS, pursuant to the provisions of said Ordinances, and in accordance with the provisions of Chapter 3.50 of the Revised Code of Washington, the City needs to provide for the appointment of the Municipal Court Judge to preside over the hearings and proceedings of the Municipal Court; and

WHEREAS, there is a vacancy in the position of Municipal Court Judge, and it is necessary to provide for the appointment of a person to serve in the position of Municipal Court Judge for the City of Lakewood Municipal Court for the next four year term, and to provide an agreement addressing compensation for the Municipal Court Judge; and

WHEREAS, the City, pursuant to contract, provides Municipal Court and related services for the City of University Place and the Town of Steilacoom and

WHEREAS, those contracts operate most efficiently when the City of Lakewood employs a judge who is also appointed to serve contracting cities.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits provided herein, **IT IS HEREBY AGREED** by and between the parties as follows:

1. **EMPLOYMENT.** The City hereby agrees to retain and employ the Municipal Court Judge to presiding over the Municipal Court in accordance with the ordinances of the City and statutes of the State of Washington including Chapter 3.50 of the Revised Code of Washington, the provisions of which are incorporated herein by this reference.

2. **SCOPE OF MUNICIPAL COURT JUDGE SERVICES.** The Municipal Court Judge shall be available, as needed to provide the Municipal Court services in accordance with Ordinances of the City of Lakewood and state statutes. It is understood that the Judge will be available to carry out judicial services part-time for the City of Lakewood, and as appointed, by the City of University Place and the Town of Steilacoom, each of which are also part-time obligations.

3. **PRESIDING DUTIES.** The Presiding Municipal Judge shall be responsible for coordinating with the City Manager or his/her designee, and Court Administrator to schedule court calendars and handle judicial-administrative duties. The Presiding Municipal Judge shall also be responsible for executing any Local Court Rules, and will also carry out all responsibilities required by General Rule 29. For administrative purposes, the Presiding Municipal Judge is considered the equivalent of a department director.

4. **COMPENSATION.** The total compensation to be paid to the Municipal Court Judge for the services rendered pursuant to this contract and any other similar contract, during the term hereof, shall be as follows: The Municipal Court Judge shall be paid Eleven Thousand Four Hundred Forty Three Dollars (\$11,443) monthly, effective January 1, 2014, through the standard City semi-monthly payroll system. All other aspects of compensation, including salary adjustments, shall match those of City department directors.

5. **TERM.** The term of this agreement shall be for a period from the 1st day of January, 2014, until December 31, 2017, unless otherwise provided pursuant to the terms of the Ordinances of the City of Lakewood and/or Chapter 3.50 of the Revised Code of Washington.

6. **CONTRACT ADMINISTRATION.** This contract shall be administered by the City Manager or designee on behalf of the City and by Grant Blinn, on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses:

IF TO THE CITY:
City Manager, City of Lakewood
Lakewood City Hall
6000 Main Street SW
Lakewood, Washington 98499

IF TO THE MUNICIPAL COURT JUDGE:
Presiding Judge, City of Lakewood
Lakewood City Hall
6000 Main Street SW
Lakewood, Washington 98499

7. **TERMINATION OF CONTRACT.** The City may terminate the Judge's employment and this Contract as provided in Section 3.50.095 of the Revised Code of Washington and Section 2.16.100 of the Lakewood Municipal Code. The Judge may terminate this Contract upon sixty (60) days written notice to the City of intent to terminate the Contract. If this Contract and the employment of the Judge is terminated, the Judge shall receive a pro-rata amount of the salary for that portion of the month before the effective date of the termination

8. **MERGER AND AMENDMENT.** This Contract contains the entire understanding of the parties with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by the parties hereto, other than as provided in the Ordinances of the City of Lakewood and/or Chapter 3.50 of the Revised Code of Washington.

IN WITNESS WHEREOF the parties hereto have executed this contract on the date and year first above written.

CITY OF LAKEWOOD

MUNICIPAL COURT JUDGE

John J. Caulfield

City Manager

Date: _____

Date: _____

Attested to:

Alice M. Bush, MMC

City Clerk

Approved as to form:

Heidi Ann Wachter

City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 2, 2013	TITLE: City Council Minute Motion Confirming Reappointment of Stafford Smith as City of Lakewood Hearing Examiner, and Phil Olbrechts as Pro Tem Hearing Examiner.	TYPE OF ACTION: ORDINANCE RESOLUTION ✓ MOTION 2013-59 OTHER
DATE REVIEWED: December 2, 2013	ATTACHMENTS: Draft contracts	

SUBMITTED BY: David Bugher, Community Development Director.

RECOMMENDATION: By minute motion and pursuant to Section 01.36.030 of the Lakewood Municipal Code, accept the City Manager’s re-appointment; and, further, confirm Stafford Smith as Lakewood’s Hearing Examiner subject to a two year term, and Phil Olbrechts as Hearing Examiner Pro Tem.

DISCUSSION: The City of Lakewood operates under the Hearing Examiner system pursuant to Chapter 35A.63 RCW and Lakewood Municipal Code (LMC) Chapter 1.36. The office of the Hearing Examiner is specifically authorized to hear, consider, and act upon the following land use, building code, and business license decisions:

- Applications for conditional use permits, major variances, preliminary plats, shoreline development permits;
- Appeals of administrative decisions;
- Appeals of International Building Codes decisions;
- Business license decisions and appeals; (Continued on Page 2)

ALTERNATIVE(S): The Council could direct the City Manager to choose another Examiner for the next two years, although this is not recommended. If the City Council cannot confirm a Hearing Examiner, then any upcoming hearings may have to be postponed.

FISCAL IMPACT: For discretionary permits (use permits, shoreline permits, variances, and long plats) the project applicant pays for Hearing Examiner services. On regulatory enforcement actions, where a party may appeal an action of the City’s administrative official to the Hearing Examiner (revocation of business licenses), the City may or may not seek remuneration depending on the situation. Where it is allowed under the law, the City will file liens to recover its costs.

_____ Prepared by Dan Catron _____ Department Director	 _____ City Manager Review
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DISCUSSION, CONTINUED:

- Appeals of SEPA determinations; and
- Other applications or appeals which the City Council may prescribe by ordinance, e.g. limited improvement districts (LIDs).

After the former hearing examiner, James O' Connor, announced his retirement at the end of 2011, the City issued a Request for Qualifications and Proposal and received four responses. Staff interviewed all four respondents and selected Mr. Smith and Mr. Olbrechts as the most suitable candidates for the position.

The proposed contract(s) include compensation at a rate of \$125.00 per hour for Mr. Smith, and \$145.00 per hour for Mr. Olbrechts. The contract provides no guarantees as to the amount of hours or the number of cases that may be assigned, however Mr. Smith has asked that a minimum billing level be established. Mr. Smith notes that travelling to Lakewood involves a three-hour round trip. In response, a two-hour minimum hearing fee has been proposed for both contracts. Mr. Smith would be the primary hearing examiner and most cases are expected to be assigned to him.

Mr. Smith has previously served as hearing examiner for Whatcom County (1981-1984) and King County (1991-2006, currently serving *pro tem*). Mr Smith was also recently appointed as the hearing examiner for the City of Bainbridge Island and serves on a *pro tem* basis for the City of Kirkland.

Mr. Olbrechts currently serves as hearing examiner for the cities of Auburn, Federal Way, Fife, Port Townsend, Mountlake Terrace, Black Diamond, Edmonds, and Renton, as well as Mason County and San Juan County. The contract with Mr. Olbrechts would include the services of his firm, Olbrechts and Associates, PLLC.

CITY OF LAKEWOOD

CONTRACT FOR HEARING EXAMINER SERVICES

THIS AGREEMENT is entered into effective the ___th day of January, 2014, by and between the City of Lakewood, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and Stafford L. Smith, hereinafter referred to as the "Hearing Examiner," on the terms and conditions described below:

1. Employment.

The City hereby agrees to retain and employ Hearing Examiners in accordance with the ordinances of the City and statutes of the State of Washington including Chapter 35A.63 RCW, the provisions of which are incorporated herein by this reference.

It is understood by both the City and Hearing Examiner that this contract for employment will be on an hourly basis only and that the City will contract with more than one person for Hearing Examiner Services. The City anticipates that Pro Tem or Temporary Hearing Examiners will contract with the City and perform the duties of Hearing Examiner on an as-needed basis.

The City Manager or designee will have the authority and discretion necessary to decide which Hearing Examiner or Pro Tem Hearing Examiner will conduct a particular hearing or make a particular decision. In deciding which Hearing Examiner or Pro Tem Hearing Examiner will hear a particular matter, the City Manager or designee will consider the experience, expertise, and availability of the Examiners in conjunction with the City's scheduling needs.

2. Scope Of Hearing Examiner Duties.

(a) The Hearing Examiner shall hear and decide applications for amendments to land use regulations and other matters as specifically assigned by ordinance. The Hearing Examiner will act on behalf of the City Council in considering and applying zoning and regulatory ordinances. The Examiner shall be authorized to act in a decision-making role involving administrative matters and such other quasi-judicial matters as may be granted by ordinance or referred to the Hearing Examiner by the City Manager or designee.

(b) Each decision a Hearing Examiner decides shall be in writing and shall include findings and conclusions, based on the record, to support the decision. Within ten (10) days of the conclusion of a hearing or rehearing, the deciding Hearing Examiner shall render a written recommendation or decision and shall transmit a copy thereof to the City of Lakewood and to all persons of record.

(c) A Hearing Examiner's written findings and conclusions shall set forth and demonstrate the manner in which the decision is consistent with, carries out and helps implement applicable state laws as well as the regulations, policies, objectives, and goals of the comprehensive plan, the zoning code, the subdivision code and other official laws, policies and objectives of the City. An Examiner shall accord substantial weight to the recommendation of the Community Development Department.

3. Hearings.

The Hearing Examiner shall conduct hearings that, insofar as possible, are free from personal interest and free from prehearing contacts on matters under review at such hearings. The Hearing Examiner shall disclose any substantial interest or prehearing contact concerning the hearing before conducting the hearing. At all times the Hearing Examiner shall refrain from conducting a hearing or participating in a decision where the Hearing Examiner has a conflict of interest, either personal or pecuniary, that will impair the fairness or the appearance of fairness at the hearing.

4. Term and Appointment.

The term of this Contract shall commence on January __, 2014, and shall terminate on January __, 2016, unless the City and an individual Hearing Examiner agree in writing to extend the term for additional two (2) year periods thereafter. Any such agreement of extension shall be completed not less than 30 days prior to the applicable termination date.

The Hearing Examiner shall be appointed by the City Manager, subject to confirmation by the City Council, to a two (2) year term.

5. Compensation.

In the capacity of Hearing Examiner, Stafford L. Smith shall be compensated by the City at the rate of One Hundred and Twenty Five Dollars (\$125.00) per hour and it is understood by the parties that there is no guarantee as to the amount of hours or the number of cases that may be assigned under this contract. However, the minimum charge per day when the hearing examiner travels to Lakewood to perform duties under this contract shall be for two (2) hours. It is further understood that the City shall compensate Stafford L. Smith for his mileage costs based upon the Internal Revenue Service Mileage Schedule. These two items represent full payment for services under this contract.

Each Hearing Examiner shall submit a monthly report to the City not later than ten (10) calendar days following the end of each month where any billable hours have been incurred. The monthly report shall state the name and hearing number for each hearing or decision. The monthly report shall also reflect the number of hours billed for services and shall constitute the Hearing Examiner's invoice for payment to the City. The City shall also have the right to require additional information on the monthly reports, as may be desired during the term of this Contract. The monthly billing statement to the City shall indicate the requested compensation for each hearing or decision.

6. Removal.

An Examiner may be removed from office at any time for cause by the affirmative vote of a majority of the whole membership of the City Council.

All Hearing Examiners shall strictly comply with all local, state and federal laws, rules, regulations, and statutes. Failure to obey the above will constitute cause for immediate removal.

A Hearing Examiner may also be immediately removed for malfeasance, breach of contract, or failure to perform the duties of a Hearing Examiner in accordance with Chapter 1.36 of the Lakewood Municipal Code.

7. Termination

Either the Hearing Examiner or the City may terminate this contract for any reason upon thirty (30) days written notice to the other party.

8. Non-Discrimination.

All Hearing Examiners shall abide by all local, state and federal anti-discrimination and equal employment opportunity laws on record applicable to hiring and employment practices and in regard to providing hearings and decisions to the general public.

9. Merger And Modification.

This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by the parties hereto.

10. Construction And Venue.

This Contract shall be construed in accordance with laws of the State of Washington. In event of any litigation regarding the construction or effect of this Contract, or the rights of the parties pursuant to this Contract, it is agreed that venue shall be in Pierce County, Washington.

11. Contract Administration.

This Contract shall be administered by the City Manager or designee, on behalf of the City, and by Stafford L. Smith on behalf of the Hearing Examiner.

12. Severability.

The unenforceability, for any reason, of any provision of this Contract shall not limit or impair the operation or validity of any other provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates indicated below, and the signatories certify their authority to sign on behalf of their respective agencies or entities:

CITY OF LAKEWOOD

HEARING EXAMINER

JOHN J. CAULFIELD
City Manager

STAFFORD L. SMITH
Hearing Examiner

Date: _____

Date: _____

Attest:

Alice M. Bush, CMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

CITY OF LAKEWOOD

CONTRACT FOR HEARING EXAMINER SERVICES DRAFT

THIS AGREEMENT is entered into effective the ___th day of January, 2014, by and between the City of Lakewood, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and Phil A. Olbrechts, hereinafter referred to as the "Hearing Examiner," on the terms and conditions described below:

1. Employment.

The City hereby agrees to retain and employ Hearing Examiners in accordance with the ordinances of the City and statutes of the State of Washington including Chapter 35A.63 RCW, the provisions of which are incorporated herein by this reference.

It is understood by both the City and Hearing Examiner that this contract for employment will be on an hourly basis only and that the City will contract with more than one person for Hearing Examiner Services. The City anticipates that Pro Tem or Temporary Hearing Examiners will contract with the City and perform the duties of Hearing Examiner on an as-needed basis.

The City Manager or designee will have the authority and discretion necessary to decide which Hearing Examiner or Pro Tem Hearing Examiner will conduct a particular hearing or make a particular decision. In deciding which Hearing Examiner or Pro Tem Hearing Examiner will hear a particular matter, the City Manager or designee will consider the experience, expertise, and availability of the Examiners in conjunction with the City's scheduling needs.

2. Scope Of Hearing Examiner Duties.

(a) The Hearing Examiner shall hear and decide applications for amendments to land use regulations and other matters as specifically assigned by ordinance. The Hearing Examiner will act on behalf of the City Council in considering and applying zoning and regulatory ordinances. The Examiner shall be authorized to act in a decision-making role involving administrative matters and such other quasi-judicial matters as may be granted by ordinance or referred to the Hearing Examiner by the City Manager or designee.

(b) Each decision a Hearing Examiner decides shall be in writing and shall include findings and conclusions, based on the record, to support the decision. Within ten (10) days of the conclusion of a hearing or rehearing, the deciding Hearing Examiner shall render a written recommendation or decision and shall transmit a copy thereof to the City of Lakewood and to all persons of record.

(c) A Hearing Examiner's written findings and conclusions shall set forth and demonstrate the manner in which the decision is consistent with, carries out and helps implement applicable state laws as well as the regulations, policies, objectives, and goals of the comprehensive plan, the zoning code, the subdivision code and other official laws, policies and objectives of the City. An Examiner shall accord substantial weight to the recommendation of the Community Development Department.

3. Hearings.

The Hearing Examiner shall conduct hearings that, insofar as possible, are free from personal interest and free from prehearing contacts on matters under review at such hearings. The Hearing Examiner shall disclose any substantial interest or prehearing contact concerning the hearing before conducting the hearing. At all times the Hearing Examiner shall refrain from conducting a hearing or participating in a decision where the Hearing Examiner has a conflict of interest, either personal or pecuniary, that will impair the fairness or the appearance of fairness at the hearing.

4. Term and Appointment.

The term of this Contract shall commence on January __, 2014, and shall terminate on January __, 2016, unless the City and an individual Hearing Examiner agree in writing to extend the term for additional two (2) year periods thereafter. Any such agreement of extension shall be completed not less than 30 days prior to the applicable termination date.

The Hearing Examiner shall be appointed by the City Manager, subject to confirmation by the City Council, to a two (2) year term.

5. Compensation.

In the capacity of Hearing Examiner, Phil A. Olbrechts shall be compensated by the City at the rate of One Hundred and Twenty Five Dollars (\$145.00) per hour and it is understood by the parties that there is no guarantee as to the amount of hours or the number of cases that may be assigned under this contract. However, the minimum charge per day when the hearing examiner travels to Lakewood to perform duties under this contract shall be for two (2) hours. It is further understood that the City shall compensate Phil A. Olbrechts for his mileage costs based upon the Internal Revenue Service Mileage Schedule. The City further agrees to compensate Hearing Examiner for related expenses as incurred.

Each Hearing Examiner shall submit a monthly report to the City not later than ten (10) calendar days following the end of each month where any billable hours have been incurred. The monthly report shall state the name and hearing number for each hearing or decision. The monthly report shall also reflect the number of hours billed for services and shall constitute the Hearing Examiner's invoice for payment to the City. The City shall also have the right to require additional information on the monthly reports, as may be desired during the term of this Contract. The monthly billing statement to the City shall indicate the requested compensation for each hearing or decision.

6. Removal.

An Examiner may be removed from office at any time for cause by the affirmative vote of a majority of the whole membership of the City Council.

All Hearing Examiners shall strictly comply with all local, state and federal laws, rules, regulations, and statutes. Failure to obey the above will constitute cause for immediate removal.

A Hearing Examiner may also be immediately removed for malfeasance, breach of contract, or failure to perform the duties of a Hearing Examiner in accordance with Chapter 1.36 of the Lakewood Municipal Code.

7. Termination

Either the Hearing Examiner or the City may terminate this contract for any reason upon thirty (30) days written notice to the other party.

8. Non-Discrimination.

All Hearing Examiners shall abide by all local, state and federal anti-discrimination and equal employment opportunity laws on record applicable to hiring and employment practices and in regard to providing hearings and decisions to the general public.

9. Merger And Modification.

This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by the parties hereto.

10. Construction And Venue.

This Contract shall be construed in accordance with laws of the State of Washington. In event of any litigation regarding the construction or effect of this Contract, or the rights of the parties pursuant to this Contract, it is agreed that venue shall be in Pierce County, Washington.

11. Contract Administration.

This Contract shall be administered by the City Manager or designee, on behalf of the City, and by Phil A. Olbrechts on behalf of the Hearing Examiner.

12. Severability.

The unenforceability, for any reason, of any provision of this Contract shall not limit or impair the operation or validity of any other provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates indicated below, and the signatories certify their authority to sign on behalf of their respective agencies or entities:

CITY OF LAKEWOOD

HEARING EXAMINER

JOHN J. CAULFIELD
City Manager

PHIL A. OLBRECHTS
Hearing Examiner

Date: _____

Date: _____

Attest:

Alice M. Bush, CMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 2, 2013	TITLE: Ordinance approving the proposed vacation of a portion of 104 th Street Court South right-of-way.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 572 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
PUBLIC HEARING: November 18, 2013	ATTACHMENTS: Ordinance	
REVIEW:		

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

RECOMMENDATION: It is recommended that the Mayor and City Council pass an ordinance approving the proposed vacation of a portion of 104th Street Court South right-of-way.

DISCUSSION: An application for the vacation of a portion of 104th St. Ct. S right-of-way was submitted on September 16, 2013, by Mike Schuh on behalf Miles Sand & Gravel Company. Miles is the owner of multiple parcels at the end of 104th St. Ct. S adjacent to the vacation request area. Miles Sand & Gravel Company would like vacate this portion of the road right-of-way and add it into their pavement and gravel operations. The right-of-way in question currently serves as access to their properties.

A public hearing was held on November 18, 2013. Ms. Margaret Archer, attorney for Miles, was the only speaker at the hearing. Miles supports the vacation with the conditions as specified in the Ordinance. Staff has not received any objections to the proposed vacation.

ALTERNATIVE(S): The Council may choose not to adopt the Ordinance thereby denying Miles Sand & Gravel Company's request to vacate a portion of 104th St. Ct. S right-of-way.

FISCAL IMPACT: The City will benefit from the sale of the proposed vacated right-of-way valued at \$65,242. The money will be used for street maintenance activities.

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

ORDINANCE NO. 572

AN ORDINANCE of the City Council of the City of Lakewood, Washington, vacating a portion of 104th Street Court South.

WHEREAS, the City of Lakewood, Washington, has received a petition signed by owners of at least two-thirds (2/3) of the property abutting a portion of the 104th Street Court S right-of-way, located within the City of Lakewood, Washington, requesting that the same be vacated; and,

WHEREAS, in conformity with the legal requirements applicable for the vacation of public property, the Lakewood City Council passed Resolution No. 2013-19, setting a public hearing regarding this proposed vacation on November 18, 2013; and,

WHEREAS, pursuant to Lakewood Municipal Code section 12A.12.120, the City Council must consider certain factors prior to authorizing a vacation of public property; and,

WHEREAS, it is the finding of the City Council of the City of Lakewood that vacation is appropriate in this instance after full consideration of the factors stated in LMC 12A.12.120 in that vacation will benefit the public by returning the property to the tax rolls, in that the right of way is not needed for public use or access, and in that conditions are not likely to change in the future as to provide a greater use or need for the right-of-way than presently exists; and,

WHEREAS, the City Council of the City of Lakewood, Washington, has considered all matters presented at the public hearing on the proposed vacation, hearing no objection to this vacation, and does hereby find that the vacation of said property is appropriate and that the transfer of property at issue in this matter in the manner set forth below is in best interests of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. The City vacates that portion of the 104th Street Court S right-of-way, located within the City of Lakewood, Washington, as shown in the exhibit attached hereto, marked "Exhibit A" and incorporated herein by this reference, subject to the conditions set forth in Sections 2 through 4 of this Ordinance.

- Section 2. The City shall retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of existing public utilities and services.
- Section 3. The vacation shall be effective upon payment to the City of Lakewood, within 120 days of the date hereof, by the owner of property or assignee adjacent thereto and to be benefited by the vacation, in the amount of \$65,237, which represents full appraised value of the net amount (10,872.8 square feet) of right-of-way to be vacated. The appraised value and square footage have been adjusted to account for a portion of right-of-way to be retained by the City (900 square feet).
- Section 4. This Ordinance shall be in full force and effect thirty (30) days after publication as required by law. If the condition of transfer as stated in Section 3 is not completed within one hundred twenty (120) days of the effective date of this Ordinance, this Ordinance shall be null and void.

ADOPTED by the City Council this 2nd day of December, 2013.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Exhibit “A”

Legal description of the 104th Street Court S right-of-way to be vacated:

PARCEL “A”

(TAX PARCEL NO. 0319061119)

THE WEST 60.00 FEET OF THE SOUTH 60.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 3 EAST, OF THE WILLAMETTE MERIDIAN.

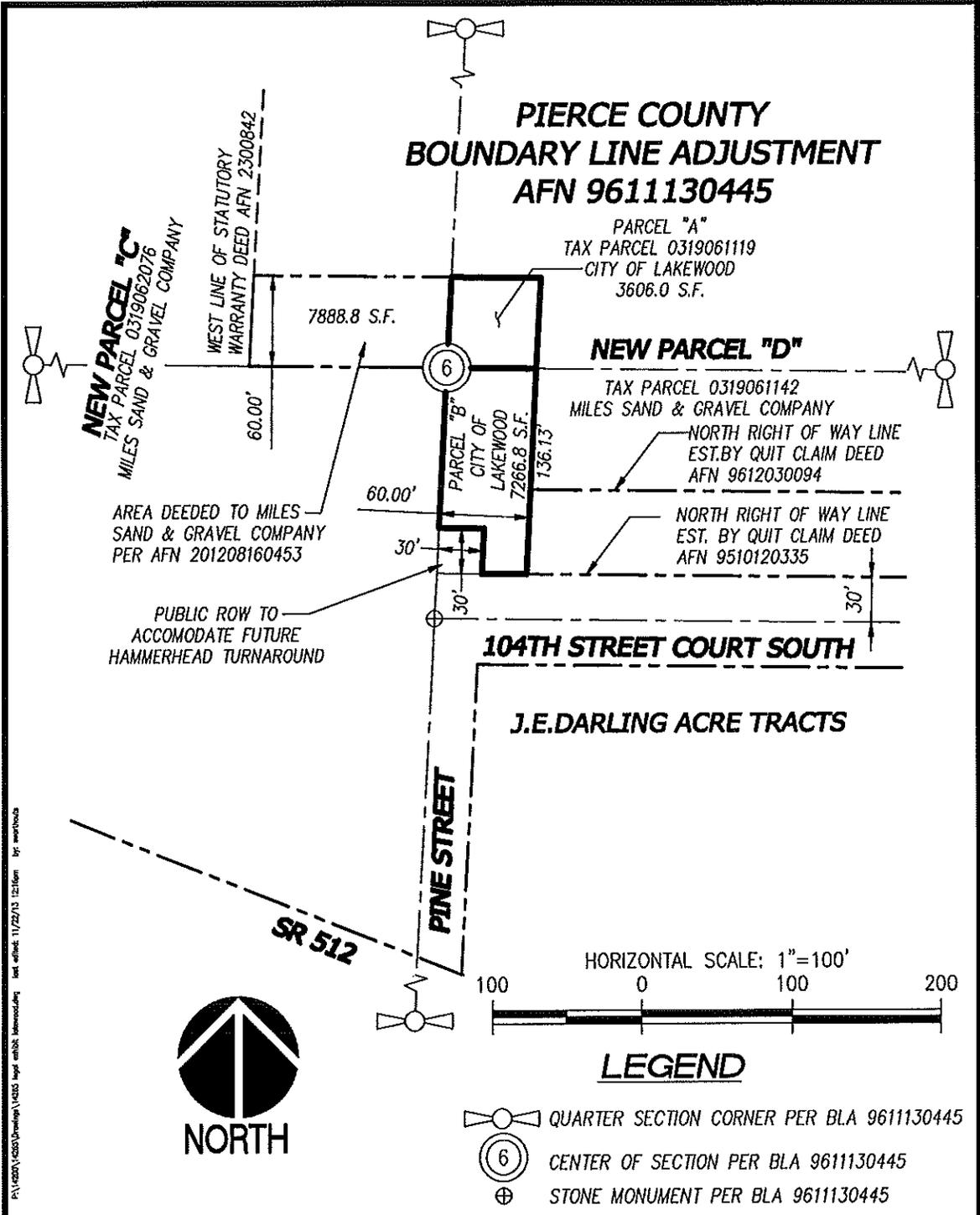
SITUATE IN THE CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL “B”

THE WEST 60.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF 104TH STREET COURT SOUTH, AS ESTABLISHED BY QUIT CLAIM DEED RECORDED UNDER AUDITORS FEE NUMBER 9510120335.

LESS THE SOUTH 30.00 FEET OF THE WEST 30.00 FEET.

**PIERCE COUNTY
BOUNDARY LINE ADJUSTMENT
AFN 9611130445**



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<p>SHEET TITLE CITY OF LAKEWOOD STREET VACATION EXHIBIT</p>	<p>PREPARED BY SITTS & HILL ENGINEERS, INC. CIVIL ■ STRUCTURAL ■ SURVEYING 4815 CENTER STREET TACOMA, WA. 98409 PHONE: (253) 474-9449</p>	<p>SHEET EXHIBIT A PROJECT NO. 14265</p>
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City of Lakewood
Lakewood City Hall
6000 Main Street SW
Lakewood, WA 98499
(253) 589-2489

(Legal Notice)

December 3, 2013.

**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 2nd day of December, 2013.

ORDINANCE NO. 572

AN ORDINANCE of the City Council of the City of Lakewood, Washington, vacating a portion of 104th Street Court South.

Section 1 of the Ordinance provides for vacating that portion of the 104th Street Court S right-of-way, located within the City of Lakewood, Washington, as shown in the exhibit attached hereto, marked "Exhibit A" and incorporated herein by this reference, subject to the conditions set forth in Sections 2 through 4 of this Ordinance.

Section 2 of the Ordinance provides that the City shall retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of existing public utilities and services.

Section 3 of the Ordinance provides that the vacation shall be effective upon payment to the City of Lakewood, within 120 days of the date hereof, by the owner of property or assignee adjacent thereto and to be benefited by the vacation, in the amount of \$65,237, which represents full appraised value of the net amount (10,872.8 square feet) of right-of-way to be vacated. The appraised value and square footage have been adjusted to account for a portion of right-of-way to be retained by the City (900 square feet).

Section 4 of the Ordinance provides that the Ordinance shall be in full force and effect thirty (30) days after publication as required by law. If the condition of transfer as stated in Section 3 is not completed within one hundred twenty (120) days of the effective date of this Ordinance, this Ordinance shall be null and void.

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

Published in the Tacoma News Tribune: _____

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Sections 3.70.202, 09A.03.000, 09A.03.130, 09A06.010, 09A.12.000, and 10.04.030, creating Sections 09A.03.081 and 09A.03.085 and repealing Section 9A.12.030 of the Lakewood Municipal Code relative to the criminal code.	TYPE OF ACTION:
November 25, 2013		<input checked="" type="checkbox"/> ORDINANCE NO. 573
REVIEW:		<input type="checkbox"/> RESOLUTION NO.
December 2, 2013		<input type="checkbox"/> MOTION
		<input type="checkbox"/> OTHER
ATTACHMENTS:		

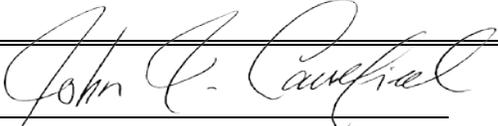
SUBMITTED BY: Anita Booker-Hay, Assistant City Attorney

RECOMMENDATION: It is recommended that the City Council amend Sections 3.70.202, 09A.03.000, 09A.03.130, 09A.06.010, 09A.12.000 and 10.04.030 of the Lakewood Municipal Code to reflect changes in the law and create sections 09A.03.081 and 09A.03.085 of the municipal code to accommodate those changes. It is further recommended that the City Council repeal section 9A.12.030 of the municipal code.

DISCUSSION: Amendments to City Code are proposed in order to ensure consistency with State law and City practice. The first proposed amendment relates to Emergency Response Caused by a person’s intoxication. State law requires defendants who are convicted of specific crimes involving intoxication to pay for the emergency response costs incurred by the public agency responding to the incident. The current code section lists the crimes of Physical Control and Negligent Driving in the First Degree among the crimes that result, upon conviction, in liability for the expenses related to the emergency response. The proposed amendment removes those to criminal charges section 03.70.020 so that the code will be consistent with state law. – Continued to page 2-

ALTERNATIVE(S): The City can choose not to adopt recommended changes to the Lakewood Municipal Code.

FISCAL IMPACT: NONE.

<hr style="border: none; border-top: 1px solid black;"/> Prepared by	 <hr style="border: none; border-top: 1px solid black;"/> City Manager Review
<hr style="border: none; border-top: 1px solid black;"/> Department Director	

DISCUSSION: - (continued)

The following proposed amendments all involve adoption of specific RCW sections: Sections 09A.03.000 and 09A.03.081 are related to Pawnbrokers, secondhand dealers, and the manner in which pawnbrokers and secondhand dealers conduct business. Adoption of RCW 19.60, entitled “Pawnbrokers and Secondhand Dealers” and its specific Sections, (RCW 19.60.066 and RCW 19.60.067) will allow the City to prosecute two gross misdemeanors related to the operation of pawnbrokers and secondhand dealers as well as precious metal dealers. Further, Adoption of Title 19.290 will allow the City to prosecute crimes related to precious metal businesses.

RCW 19.60.066 makes it a gross misdemeanor to alter identifying numbers or markings on property that was purchased, cosigned or received in pledge at a pawn or secondhand store. The section also establishes restrictions and conditions under which pawnbrokers and secondhand dealers may receive property or transact business. For example, secondhand and pawnbrokers may not accept property from intoxicated persons, people under 18 or anyone with a conviction for burglary, robbery, theft or possessing stolen property within the last ten years. Similarly, RCW 19.60.067 makes it a gross misdemeanor for a precious metal dealer to falsify business records or otherwise receive property from any person with convictions for burglary, robbery, theft or possessing stolen property within the last ten years.

RCWs 19.290.070 and RCW 19.290.100 create two new gross misdemeanors. RCW 19.290.070 establishes restrictions similar to those established for pawnbrokers, secondhand dealers and precious metal dealers. It is unlawful for a scrap metal dealer to alter identifying markings on scrap metal, to enter into business transactions with individuals who have removed markings from scrap metal, to engage in business transactions with people who are either under the age of 18 or who are known to have criminal convictions within the last 10 years for specifically named theft related crimes or crimes involving substance abuse.

Section 09A.3.130 of the Lakewood Municipal Code currently adopts Title 69 of the RCW entitled “Food, Drugs, Cosmetics, and Poisons” by reference. The City has previously adopted specific sections of Title 69 relative to the possession of marijuana. It is recommended that the City adopt section 69.50.4013 entitled Possession of Controlled Substance-Penalty-Possession of Useable Marijuana or Marijuana Infused products as well. This section addresses the decriminalization of useable marijuana or marijuana infused products in amounts not exceeding those authorized by law. Amendments to LMC 09A.06.010 entitled Loitering with Intent of Engaging in Drug-Related Activity are also recommended. Amendments to this section remove sections of the Lakewood Municipal Code that have previously been repealed and reference the current law relative to authorized possession of useable or infused marijuana by authorized persons in amounts not exceeding those set forth in state law.

Section 09A.12.000 is amended to repeal section 09A.12.030 of the Lakewood Municipal Code entitled “Discharge of Firearms in City Prohibited”. This section is codified in section 09A.14.030 of the code and was modified in 2013.

Finally, Section 10.04.030 of the municipal code entitled Additional Code Sections Adopted by Reference is amended to reflect a new infraction and a new crime relative to vehicles. RCW 46.08.185 creates a \$124.00 infraction for parking in any area that is designated as an electric vehicle charging station without hooking the electric car up to the charge. RCW 46.37.685 creates a gross misdemeanor for displaying a license that does not match the vehicle on which it is being displayed, or installing or

selling any device used to flip a license plate or any use of technology to change the appearance of a vehicle license plate.

ORDINANCE NO. 573

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Sections 03.70.202, 09A.03.000, 09A.03.130, 09A.06.010, 09A.12.000, 10.04.030, creating Sections 09A.03.081 and 09A.03.085, and repealing Section 09A.12.030 of the Lakewood Municipal Code.

WHEREAS, the City Council of the City of Lakewood has previously adopted a municipal code which includes, in most cases, adoptions of specific state laws codified in the Revised Code of Washington; and

WHEREAS, the Council's intent in adopting specific RCW statutes was to more closely align the City's municipal code with state law; and

WHEREAS, adopting proposed changes to the municipal code will more closely align the Code with State law;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 03.70.202, entitled, "Emergency Response Caused by Person's Intoxication- Recovery of Costs from Convicted Person" shall be amended to read as follows:

03.70.020 - Emergency Response Caused by Person's Intoxication - Recovery of Costs from Convicted Person.

- A. A person whose intoxication causes an incident resulting in an appropriate emergency response, and who, in connection with the incident, has been found guilty of or has had their prosecution deferred for (1) driving while under the influence of intoxicating liquor or any drug, RCW 46.61.502; ~~(2) being in actual physical control of a motor vehicle while under the influence of intoxicating liquor or any drug, RCW 46.61.504;~~ (3) driving or being in actual physical control of a motor vehicle after consuming liquor and being under 21, RCW 46.61.504; (4) negligent driving in the first degree, RCW 46.61.5249; (5) (2) operating an aircraft under the influence of intoxicants or drugs, RCW 47.68.220; ~~(6)~~ (3) use of a vessel while under the influence of alcohol or drugs, RCW 88.12.025; ~~(7)~~ (4) vehicular homicide while under the influence of intoxicating liquor or any drug, RCW 46.61.520(1)(a); or ~~(58)~~ vehicular assault while under the influence of intoxicating liquor or any drug, RCW 46.61.522(1)(b), is liable for the expense of an emergency response by a public agency to the incident.

Section 2. Section 09A.03.000, entitled, "Adoption of Specific RCW Sections" is hereby amended as follows:

Chapter 9A.03
Adoption of Specific RCW Sections

Sections:

- 9A.03.010 Chapter 2.48 RCW, entitled “State Bar Act” - Adoption by reference.
9A.03.020 Chapter 7.21 RCW, entitled “Contempt of Court” - Adoption by reference.
9A.03.030 Chapter 7.80 RCW, entitled “Civil Infractions” - Adoption by reference.
9A.03.040 RCW Title 9, entitled “Crimes and Punishments” - Adoption by reference.
9A.03.050 RCW Title 9A, entitled “Washington Criminal Code” - Adoption by reference.
9A.03.060 RCW Title 10, entitled “Criminal Procedure” - Adoption by reference.
9A.03.070 Chapter 13.32A RCW, entitled “Family Reconciliation Act” - Adoption by reference.
9A.03.080 RCW Title 16, entitled “Animals and livestock” - Adoption by reference.
9A.03.081 RCW Title 19.60 entitled “Pawnbrokers and Secondhand Dealers”-Adoption by Reference
9A.03.085 RCW Title 19.290 entitled “Metal Property”- Adoption by reference”
9A.03.090 RCW Title 26, entitled “Domestic Relations” - Adoption by reference.
9A.03.100 Chapter 28A.635 RCW, entitled “Offenses Relating to School Property and Personnel” - Adoption by reference.
9A.03.110 Chapter 46.80 RCW, entitled “Vehicle Wreckers” - Adoption by reference.
9A.03.120 RCW Title 66, entitled “Alcoholic Beverage Control” - Adoption by reference.
9A.03.130 RCW Title 69, entitled “Food, Drugs, Cosmetics, and Poisons” - Adoption by reference.
9A.03.140 RCW Title 70, entitled “Public Health and Safety” - Adoption by reference.
9A.03.150 Chapter 74.34 RCW, entitled “Abuse of Vulnerable Adults” - Adoption by reference.

Section 3. Section 09A.03.081, RCW Title 19, entitled “Pawnbrokers and Secondhand Dealers-Adoption by Reference” is hereby created:

09A.03.081 – RCW Title 19.60 entitled “Pawnbrokers and Secondhand Dealers- Adoption by Reference”

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW 19.60.066 Prohibited Acts—Penalty;

RCW 19.60.067 Secondhand precious metal dealers—Prohibited acts—Penalty

Section 4. Section 09A.03.085, entitled, “Metal Property”- Adoption by Reference is hereby created:

09A.03.085- RCW Title 19.290 entitled, “Metal Property- Adoption by Reference

The following RCW sections, as currently enacted or as hereafter amended or recodified from

time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW 19.290.070 Violations Penalty

RCW 19.290.100 Scrap Metal License Penalties

Section 5. Section 09A.03.130, entitled, "RCW Title 69 "Food, Drugs, Cosmetics, and Poisons, Adoption by Reference" shall be amended to read as follows:

Chapter 9A.03
Adoption of Specific RCW Sections

09A.03.130 - RCW Title 69 Entitled "Food, Drugs, Cosmetics, and Poisons" - Adoption by Reference

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW 69.41.010 Definitions.

RCW 69.41.030 Sale, delivery, or possession of legend drug without prescription or order prohibited - Exceptions.

RCW 69.41.050 Labeling requirements.

RCW 69.41.300 Definitions.

RCW 69.41.320 Practitioners - Restricted use - Medical records.

RCW 69.41.350 Penalties.

RCW 69.43.010 Report to state board of pharmacy - List of substances - Modification of list - Identification of purchasers - Report of transactions - Penalties.

RCW 69.43.110 Ephedrine, pseudoephedrine, phenylpropanolamine - Sales restrictions - Penalty.

RCW 69.43.120 Ephedrine, pseudoephedrine, phenylpropanolamine - Possession of more than 15 grams - Penalty - Exceptions.

RCW 69.43.130 Exemptions - Pediatric products - Products exempted by the state board of pharmacy.

RCW 69.50.101 Definitions.

RCW 69.50.102 Drug paraphernalia - Definitions.

RCW 69.50.202 Nomenclature.

RCW 69.50.4013 Possession of controlled substance- Penalty- Possession of Useable Marijuana or marijuana infused products.

RCW 69.50.4014 Possession of 40 grams or less of marihuana - Penalty.

RCW 69.50.4016 Provisions not applicable to offenses under RCW 69.50.410.

RCW 69.50.404 Penalties under other laws.

RCW 69.50.407 Conspiracy.

RCW 69.50.412 Prohibited acts: E - Penalties.

RCW 69.50.4121 Drug paraphernalia - Selling or giving - Penalty.

RCW 69.50.425 Misdemeanor violations - Minimum imprisonment.

RCW 69.51A.010 Definitions.

RCW 69.51A.030 Physicians excepted from state's criminal laws
RCW 69.51A.040 Failure to seize marijuana, qualifying patients' affirmative defense.
RCW 69.51A.060 Crimes - Limitations of chapter.
RCW 69.51A.080 Adoption of rules by the department of health - Sixty-day supply for qualifying patients.

(Ord. 526 § 2 (part), 2010.)

Section 6. Section 09A.06.010, entitled, “Loitering with the Intent of Engaging in Drug-related Activity” shall be amended to read as follows:

09A.06.010 - Loitering With the Intent of Engaging in Drug-Related Activity

- A. It is unlawful for any person to loiter in or near any thoroughfare, place open to the public, or near any public or private place in a manner and ~~un-der~~ under circumstances manifesting the intent to engage in drug-related activity contrary to any of the provisions of Chapters 69.41, 69.50, or 69.52 RCW.
- B. Among the circumstances which may be considered in determining whether such intent is manifested are the following:
1. Such person is a known unlawful drug user, possessor, or seller. For purposes of this chapter, a “known unlawful drug user, possessor, or seller” is a person who has been convicted in any court within this state of any violation involving the use, possession, or sale of any of the substances referred to in Chapters 69.41, 69.50, and 69.52 RCW, or substantially similar laws of any political subdivision of this state or of any other state; or who is known to have been arrested for a drug related violation not resulting in a conviction because the person participated in a diversionary program, deferral program, Drug Court or a similar program; or a person who displays physical characteristics of drug intoxication or usage, such as “needle tracks”; or who possesses marijuana ~~as defined in Section 9.22.010 of this Chapter; or a person who possesses drug paraphernalia as defined in Section 9.22.020 of this Chapter~~ as in a manner not authorized by RCW 69.50.4013(1), RCW 69.50.4013(2) and or in amounts that exceed those set forth in RCW 69.50.360(3);
 2. Such person is currently subject to an order from any court prohibiting his/her presence in a high drug activity geographic area;
 3. Such person behaves in such a manner as to raise a reasonable suspicion that he or she is about to engage in or is then engaged in an unlawful drug-related activity, including by way of example only, such person acting as a “lookout”;
 4. Such person is physically identified by the officer, based on articulable factors, as a member of a “gang,” or association which has as its purpose illegal drug activity. Factors that support an officer physically identifying a person as a member of such a gang or association include, but are not limited to clothing, tattoos, known association and/or affiliation with such gang or association, specific and observed acts or circumstances consistent with drug related activity, and gestures, signs, greetings and movements that are consistent with gang related activity, Provided that clothing alone shall not be sufficient, without more, to support an officer physically identifying a person as a member of such a gang or association;

5. Such person transfers small objects or packages for currency in a furtive fashion;
6. Such person takes flight upon the appearance of a police officer;
7. Such person manifestly endeavors to conceal himself or herself or any object which reasonably could be involved in an unlawful drug-related activity;
8. The area involved is by public repute known to be an area of unlawful drug use and trafficking;
9. The premises involved are known to have been reported to law enforcement as a place suspected of drug activity pursuant to Chapter 69.52 RCW;
10. Any vehicle involved is registered to a known unlawful drug user, possessor, or seller, or a person for whom there is an outstanding warrant for a crime involving drug-related activity.

(Ord. 526 § 2 (part), 2010.)

Section 7. Section 09A.12.000 entitled, “Miscellaneous Crimes” is hereby amended to read as follows:

09A.12.000 - Miscellaneous Crimes

Chapter 9A.12
Miscellaneous Crimes

Sections:

- 9A.12.010 Bridge over Steilacoom Lake on Interlaaken Drive Southwest.
- 9A.12.020 Piercing Ears or Other Body Parts of a Minor Without Parental Consent - Penalty
- ~~9A.12.030 Discharge of Firearms in City Prohibited~~
- 9A.12.040 Obtaining Hotel, Restaurant or Lodging House Accommodations by Fraud
- 9A.12.050 Unguarded Fires
- 9A.12.060 Malicious Prosecution
- 9A.12.070 Unlawful Depositing in Refuse in Containers
- 9A.12.080 Unauthorized Communication with Prisoner
- 9A.12.090 Dogs Taken or Withheld
- 9A.12.100 Making or Having Burglar or Auto Theft Tools
- 9A.12.110 Threats to Do Harm

Section 8. Section 09A.12.030 entitled, “Discharge of Firearms in City Prohibited” is hereby repealed.

~~09A.12.030 - Discharge of Firearms in City Prohibited~~

~~The entire area of the City is a "no shoot" area. It is unlawful to shoot or discharge any firearm, pistol, rifle or similar device anywhere within the corporate limits of the City other than for the purposes of exercising the rights specified in RCW 9A.16.020. For the purposes of this Section, pistol and rifle shall include but are not limited to pellet guns, B-B guns, air propelled guns and similar devices. (Ord. 526 § 2 (part), 2010.)~~

Section 9. Section 09A.14.030 entitled, “Firearms, Dangerous Weapons, Explosives,” shall remain unchanged.

09A.14.000 - Firearms, Dangerous Weapons, Explosives

Chapter 9A.14
Firearms, Dangerous Weapons, Explosives

Sections:

9A.14.005 Definitions.

9A.14.010 Weapons apparently capable of producing bodily harm --Carrying, exhibiting, displaying or drawing unlawful--Exceptions.

9A.14.020 Weapons--Intoxicated persons--Places where liquor consumed.

9A.14.030 Discharge of firearm in City prohibited.

9A.14.040 Defenses.

09A.14.030 - Discharge of Firearms in City Prohibited

The entire area of the City is a “no shoot” area. It is unlawful to shoot or discharge any firearm, pistol, rifle or similar device anywhere within the corporate limits of the City other than for the purposes of exercising the rights or allowable circumstances which may be authorized by law, to include but not limited to that conduct specified in RCW 9A.16.020, chapter 9.41 RCW or LMC 9A.14.040.

(Ord. 566 § 2 (part) 2013; Ord. 526 § 2 (part), 2010.)

Section 10. Section 10.04.030 entitled, “Additional Code Sections Adopted by Reference” is hereby amended to read as follows:

10.4.030 - Additional Code Sections Adopted by Reference

The following sections of Title 46 of the Revised Code of Washington, as they currently are and as they may be amended in the future, not having been included in the MTO, are hereby adopted by reference into the Lakewood Traffic Code:

46.08.185 Electric vehicle charging stations – Signage-Penalty.

46.16.160 Vehicle trip permits - Restrictions and requirements - Fees and taxes - Penalty - Rules.

46.20.055 Violation of instructional permit restrictions.

46.20.205 Failure to notify DOL of address change.

46.20.730 Ignition interlock device - Definition.

46.29.610 Requirements - Surrender of license - Penalty.

- 46.29.620 Forge proof of financial responsibility - Penalty.
- 46.37.685 License plate flipping device- Unlawful use, display, sale- Penalty.
- 46.44.080 Local weight regulations - Authority to establish.
- 46.63.160 Use of Automated Traffic Safety Cameras
- 46.61.165 Violation of transit/carpool lane.
- 46.70.090 Unlawful/improper use of dealer license plates.
- 46.61.667 Using wireless communications device while driving.
- 46.61.668 Sending, reading or writing a text message while driving.

(Ord. 401 § 1 (part), 2005; Ord. 110 § 1, 1997.)

Section 11. 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 12. 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 2nd day of December, 2013.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi A. Wachter City Attorney

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

(Legal Notice)

December 3, 2013.

**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 2nd day of December, 2013.

ORDINANCE NO. 573

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Sections 03.70.202, 09A.03.000, 09A.03.130, 09A.06.010, 09A.12.000 and 10.04.030, creating Sections 09A.03.081 and 09A.03.085, and repealing Section 09A.12.030 of the Lakewood Municipal Code relative to the criminal code.

Section 1 of the Ordinance provides for amending Section 03.70.202, entitled, “Emergency Response Caused by Person’s Intoxication- Recovery of Costs from Convicted Person.”

Section 2 of the Ordinance provides for amending Section 09A.03.000, entitled, “Adoption of Specific RCW Sections.”

Section 3 of the Ordinance provides for creating Section 09A.03.081, entitled, “RCW Title 19 “Pawnbrokers and Secondhand Dealers-Adoption by Reference.”

Section 4 of the Ordinance provides for creating Section 09A.03.085, entitled, “Metal Property.”

Section 5 of the Ordinance provides for amending Section 09A.03.130, entitled, “RCW Title 69 “Food, Drugs, Cosmetics, and Poisons, Adoption by Reference.”

Section 6 of the Ordinance provides for amending Section 09A.06.010, entitled, “Loitering with the Intent of Engaging in Drug-related Activity.”

Section 7 of the Ordinance provides for amending Section 09A.12.000 entitled, “Miscellaneous Crimes.”

Section 8 of the Ordinance provides for repealing Section 09A.12.030 entitled, “Discharge of Firearms in City Prohibited.”

Section 9 of the Ordinance provides that Section 09A.14.030 entitled, “ Firearms, Dangerous Weapons, Explosives,” shall remain unchanged.

Section 10 of the Ordinance provides for amending Section 10.04.030 entitled, “Additional Code Sections Adopted by Reference.”

Section 11 of the Ordinance provides 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 12 of the Ordinance provides that the Ordinance shall be in full force and effect 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

Published in the Tacoma News Tribune: _____

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 2, 2013	TITLE: An ordinance amending Section 2.16.090 of the Lakewood Municipal Code related to judicial salaries and costs and repealing section 2.16.135 of the Lakewood Municipal Code related to determination of a full-time equivalent judicial position.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 574 <input type="checkbox"/> RESOLUTION NO. <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
REVIEW: November 25, 2013	ATTACHMENTS: Ordinance and Ordinance Summary	

SUBMITTED BY: Anita Booker-Hay, Assistant City Attorney

RECOMMENDATION: It is recommended that the City Council amend Section 2.16.090 of the Lakewood Municipal Code and repeal Section 2.16.135 of the same code related to judicial salary, costs, and position designation.

DISCUSSION: Pursuant to City Code, Lakewood Municipal Court judicial officers are appointed by the City Manager and subsequently ratified by the City Council. When the Lakewood Municipal Court was created, the judicial officer’s salary was directly linked with the percentage of criminal and traffic infraction cases filed in municipal court. The judge’s salary increases or decreases quarterly depending upon the corresponding increase or decrease in criminal and traffic cases filed. Based on quarterly filing statistics, Lakewood Municipal Court consistently qualifies for a three-quarter time judge. Given that the caseload for the Lakewood Municipal Court is now established with some accuracy, the formula in the Municipal Court is no longer needed and should be removed. Future salaries can be determined by contract.

ALTERNATIVE(S): The City Council can choose not to amend the municipal code and continue to invest staff time in caseload calculations to determine compensation.

FISCAL IMPACT: None.

Prepared by _____ _____ Department Director	 City Manager Review
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ORDINANCE NO. 574

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Section 02.16.090 of the Lakewood Municipal Code related to judicial salaries and costs and repealing section 02.16.135 of the Lakewood Municipal Code related to determination of a full-time equivalent judicial position.

WHEREAS, in 1995, the City Council of the City of Lakewood has previously created a municipal court in the City of Lakewood that is authorized to exercise all authority conferred upon courts of limited jurisdiction in the State of Washington; and

WHEREAS, the City Council has authority to confirm any appointment Lakewood Municipal Court judicial appointment of the City Manager as well as the means of compensation of that judicial officer; and

WHEREAS, the process of compensating a judicial officer(s) has changed since creation of the municipal court in 1995;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 02.16.090, entitled, "Salaries-Costs" shall be amended to read as follows:

Compensation of the Lakewood Municipal Judge shall be established by contract.

~~The cumulative salary of the Municipal Judge(s) shall be as follows: Except as provided hereinbelow, where there is more than one Municipal Judge, the Municipal Judge's salary shall be reviewed for possible adjustment quarterly based on the average total number of cases filed in the Municipal Court during each month of the preceding quarter, as follows: Points shall be totaled on the average number of monthly cases filed, with Infraction cases being computed at one tenth (.1) points times the monthly average of the number of Infraction case filed during the prior quarter, and Criminal cases being computed at one half (.5) points times the monthly average of the number of Criminal case filed during the prior quarter. If the total number of points so computed was less than 150, the Municipal Judge salary shall be \$2,000 per month through the end of the next quarter. If the total number of points so computed was between 150 to 199, the Municipal Judge's salary shall be \$3,000 per month through the end of the next quarter. If the total number of points so computed was between 200 to 249, the Municipal Judge's salary shall be \$4,000 per month through the end of the next quarter. If the total number of points so computed was between 250 to 299, the Municipal Judge's salary shall be \$5,000 per month through the end of the next quarter. If the total number of points so computed was between 300 to 349, the Municipal Judge's salary shall be \$6,000 per month through the end of the next quarter. If the total number of points so computed was between 350 to 399, the Municipal Judge's salary shall be \$7,000 per month through the end of the next~~

~~quarter. If the total number of points so computed was 400 or more, the Municipal Judge's salary shall be \$8,000 per month through the end of the next quarter. It is provided, however, that the compensation amounts and caseload/point criteria set forth hereinabove may be reviewed by the City on an annual basis.~~

~~On those occasions when two court calendars are going to be held simultaneously or held at a time when the two calendars would overlap, with one calendar being presided over by the Municipal Judge and the other calendar being presided over by a court commissioner or a judge pro tem, the Municipal Judge shall be entitled to select which calendar shall be handled by the Municipal Judge and which calendar shall be handled by the court commissioner or judge pro tem.~~

~~If more than one Municipal Judge is appointed, whether or not the Municipal Judge position constitutes a full time equivalent judicial position pursuant to RCW 3.50.055, the two or more Municipal Judges shall alternate quarterly in the role of "Presiding" Municipal Judge. The Presiding Municipal Judge shall be responsible for coordinating with the City Manager, or his/her designee, and Court Administrator to schedule court calendars and handle judicial-administrative duties. The Presiding Municipal Judge shall also be responsible for executing any Local Court Rules, after consultation with the other Municipal Judge or Judges and with concurrence by the other Municipal Judge or Judges, or a majority thereof. In any case where the Municipal Judges are unable to reach a majority in making an administrative decision, the Court Administrator shall be afforded a vote to break the tie and make the decision. Additionally, in the case where there is more than one Municipal Judge, they shall be paid a share of the compensation provided hereinabove corresponding to the proportion of time that each Municipal Judge is on the bench during the month.~~

All costs of operation of the Municipal Court, including but not limited to salaries of judges and court employees, dockets, books of records, forms, furnishings and supplies shall be paid wholly out of the funds of the City. Jurors shall be paid a fee of ten dollars (\$10.00) per day and mileage allowance pursuant to RCW 43.03.060. The City shall provide a suitable place for holding court and pay all expenses of maintaining it.

(Ord. 269 § 1, 2001; Ord. 252 § 1(part), 2000; Ord. 104 § 1, 1996; Ord. 98 § 1 (part), 1996; Ord. 15 § 9, 1995.)

Section 2. Section 02.16.135 entitled "Determination of Full-Time Equivalent Judicial Position" is repealed.

~~In the event that the case load points, as provided for in Section 2.16.090 hereof, average 300 or more per month for twelve consecutive months, the Municipal Judge position shall be determined to be a full time equivalent judicial position, regardless of how many judges, judge pro tem and/or court commissioner are used to serve in the judicial capacity for the court. Upon such determination, at the expiration of the then current term of office of the position of Municipal Judge, the position or positions shall be filled by election as provided in RCW 3.50.055, and the provisions of this Chapter. (Ord. 252 § 1(part), 2000; Ord. 98 § 1(part), 1996.)~~

Section 3. 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 4. 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 2nd day of December, 2013.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi A. Wachter City Attorney

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

(Legal Notice)

December 3, 2013.

**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 2nd day of December, 2013.

ORDINANCE NO. 574

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Section 02.16.090 of the Lakewood Municipal Code related to judicial salaries and costs and repealing section 02.16.135 of the Lakewood Municipal Code related to determination of a full-time equivalent judicial position.

Section 1 of the Ordinance provides for amending Section 02.16.090, entitled, "Salaries-Costs."

Section 2 of the Ordinance provides for repealing Section 02.16.135 entitled "Determination of Full-Time Equivalent Judicial Position."

Section 3 of the Ordinance provides 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 4 of the Ordinance provides that the Ordinance shall be in full force and effect 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

Published in the Tacoma News Tribune: _____

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 2, 2013	TITLE: Authorization of Section 108 Loan Guarantee assistance for the Living Access Support Alliance (LASA) Prairie Oaks Client Services Center project	TYPE OF ACTION: — ORDINANCE <input checked="" type="checkbox"/> RESOLUTION 2013-27 — MOTION — OTHER
REVIEW: November 25, 2013	ATTACHMENTS: 1. Resolution 2. FY 2013 Annual Action Plan Third Amendment 3. Section 108 Loan Application and Project-Specific Review 4. Section 108 Loan Application Attachments	

SUBMITTED BY: David Bugher, Assistant City Manager for Development /Community Development Director

RECOMMENDATION: It is recommended that the Mayor and City Council authorize the City Manager to execute a HUD Contract for Loan Guarantee Assistance, Note, and all other documents, agreements and amendments necessary to secure HUD Section 108 loan in the amount of \$310,000 for Living Access Support Alliance (LASA) to construct a client services center at 8954, 8956, and 8960 Gravelly Lake Drive SW.

DISCUSSION: The Section 108 Loan Guarantee program, as authorized under Section 108 of the Housing and Community Development Act of 1974, provides entitlement communities with a source of financing for large scale, capital-intensive economic development, public facilities, housing, and large-scale community development projects. The program enables CDBG grantees to access additional CDBG funding by borrowing up to five times their annual entitlement grant, minus any outstanding Section 108 commitments and/or principal balances of Section 108 loans.

In July 2012, the city successfully applied to the Department of Housing and Urban Development for Section 108 loan guarantee assistance in the principal amount of \$2,888,000 for a term of five years, ending September 30, 2017. As a provision of this agreement, the city is to submit its first loan application to HUD for review and approval prior to December 31, 2013 to “lock in” the funding. The proposed application by LASA of \$310,000 for the Prairie Oaks Client Services Center hereby constitutes as initial application to HUD for purposes of *(Continued to page 2)*

ALTERNATIVE(S): The Council may choose not to authorize the Section Loan Application to HUD.

FISCAL IMPACT: Funding for the \$310,000 Section 108 Loan Guarantee is to be provided through the U.S. Department of Housing and Urban Development. Debt service payments are to be repaid by the borrower from cash flow received in conjunction with the Partnership Agreement between THA and LASA.

Prepared by _____ Department Director	 _____ City Manager Review
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DISCUSSION CONTINUED:

The purpose of the Section 108 application in 2012 was to create a loan pool to assist with economic and community development activities throughout the city. Loan proceeds are to be used as gap financing primarily for development and business loans to facilitate economic development. Eligible activities include the following - 1) acquisition, clearance, demolition, and redevelopment of property for economic development purposes; 2) other economic development activities; 3) housing rehabilitation; and 4) public facilities and infrastructure improvements.

Projects assisted with Section 108 assistance are required to benefit low and moderate income individuals by creating jobs, providing an area benefit, providing affordable housing or serving limited clientele. The loan fund may also be used to help eliminate conditions of blight.

Project Information: The Living Access Support Alliance (LASA), a 501c3 nonprofit organization, is proposing to construct a new mixed use development that will include a 4,000 square foot Client Services Center consisting of supportive service space that will serve low income households throughout the City (the Commercial Condominium, or the “Project”); and 15 new permanent residential units that will serve formerly homeless households (the Residential Condominium). The two condominiums will be part of a single building that will be constructed on a site located at 8954, 8956, and 8960 Gravelly Lake Drive SW in Lakewood. **The subject of the proposed Section 108 Loan Guarantee is solely the Client Services Center condominium.** Construction on the project is scheduled to begin in January 2014 with an estimated completion date of September 2014.

The property, currently owned by LASA, is zoned Arterial Residential Commercial (ARC) and is therefore consistent with the intended use. Total costs for the project are \$4,844,360 for the housing portion and \$1,200,191 for the client services center/offices. The cost breakdown is outlined in Table 1. For purposes of the Section 108 assistance, the project is proposing to fund only the portion of the project that is the client services center (shaded column of Table 1).

The proposed Section 108 assistance would complete funding for the Prairie Oaks project and allow the project to move to closing.

Proposed Use of Funds:

Fund Origination	Housing	Services Ctr. & Office	Project Totals
Pierce County CDBG	-	\$250,000	\$250,000
Lakewood CDBG	-	\$250,000	\$250,000
Pierce County 2163	-	\$275,000	\$275,000
Proposed Lakewood Section 108	-	\$310,000	\$310,000
LASA- Cash on Hand	-	\$30,000	\$30,000
LASA- Developer Fee	-	\$85,191	\$85,191
Lakewood HOME	\$250,000	-	\$250,000
Pierce County “2163”	\$258,697	-	\$258,697
State Housing Trust Fund	\$4,035,663	-	\$4,035,663
THA Bridge Loan of Capital Campaign	\$300,000	-	\$300,000
Total Development Costs	\$4,844,360	\$1,200,191	\$6,044,551

Repayment & Collateral: The funds for the repayment will be the obligation and responsibility of the Borrower to repay the 108 loan from cash flow received in conjunction with the Partnership Agreement between THA and LASA. As a condition of closing, the City will ensure language is included in the Partnership Agreement to ensure sufficient cash flow is provided to LASA to cover annual debt service payments. Additionally, the City is required to pledge all current and future City CDBG entitlement funds or funds eligible to be received under Section 570.705(b)(2) as additional collateral to secure payment.

The City will take a 1st position Deed of Trust with a 100% interest in the Client Services Center condominium. Prior to loan closing, the City will validate the final valuation through an independent assessment by a qualified third party appraiser.

Fiscal Impact to LASA: The project as proposed contains provisions to pay off existing mortgage balances on the properties on which the project is to be constructed- 8954, 8956, and 8960 Gravelly Lake Dr. SW. This repayment will free up approximately \$53,800 in operational expenses which LASA could then redirect to general operational expenses, to assist with meeting the Prairie Oaks project debt service payments, or to pay down the \$275,000 THA bridge loan. The repayment of the existing mortgages is an integral part of this project, helping to improve LASA's overall operational cash flow and allowing greater flexibility in funding services to all clientele.

Actions to Date:

- March 4, 2013 – Council approval of \$250,000 in HOME funding for THA (housing funding).
- May 6, 2013 – Council approval of \$250,000 in CDBG funding for LASA (service center funding).
- October 31, 2013 – Publish proposed amendment to FY 2013 Annual Action Plan (AAP) for \$310,000 in Section 108 assistance for services center.
- November 1 - December 2, 2013 – 30-day public comment period on AAP amendment. Comment period closes at 9:00 am on December 2nd.
- November 6, 2013 – Public Hearing on proposed amendment to FY 2013 AAP held by CDBG Citizens Advisory Board. No public comments provided.
- November 25, 2013 – Council review of proposed \$310,000 Section 108 loan.

Actions Pending:

- December 2, 2013 – Expiration of 30-day comment period (9:00 a.m. PST). Council approval of proposed \$310,000 Section 108 loan.
- December 3, 2013 – Submittal of loan application to HUD for initial review and approval. Preparation of final loan documents in accordance with HUD Section 108 loan terms sheet.
- December 16 – 20, 2013 – Loan closing; submittal of final approved loan documents to HUD for approval.

Consistency with Approved Five-Year FY 2010-2014 Consolidated Plan for Housing and Community Development and FY 2013 Consolidated Annual Action Plan: The proposed use of funds is consistent with the 5-Yr Consolidated Plan and FY 2013 Consolidated Annual Action Plan as adopted by Council. As part of the Plan's proposed use of funds, CDBG and HOME funding allocations were set aside for the THA/LASA Prairie Oaks project to maintain and improve community facilities and public infrastructure and to further expand affordable housing opportunities for low and moderate income individuals. An additional allocation of \$310,000 in Section 108 assistance is being sought to complete the project funding for the LASA Client Services Center project.

Resolution Authorizing the Tacoma Housing Authority to Operate within Lakewood: To permit the Tacoma Housing Authority to operate within the City of Lakewood boundaries, the City Council will be required to authorize a Resolution allowing THA to operate within the City of Lakewood for the purpose of constructing and operating the project known as Prairie Oaks, situated at 8954, 8956, and 8960 Gravelly Lake Dr. SW. This Resolution will be coming before Council for approval on December 16th.

I. FY 2013 ANNUAL ACTION PLAN THIRD AMENDMENT

INTRODUCTION

In April 2012, the City of Lakewood requested \$2,888,000 under Section 108 of the Housing and Community Development Act of 1974, as amended, to establish a loan pool to assist with economic and community development activities. The loan pool will be used as gap financing for development and as business loans to facilitate development projects that will have positive economic and community benefits, including job creation. The City's application was approved by the Department of Housing and Urban Development (HUD) on July 27, 2012. In accordance with the conditions of this agreement, the City of Lakewood is to submit notes or other obligations for inspection and guarantee by the Secretary of Housing and Urban Development before December 31, 2013.

The Third Amendment to the FY 2013 Consolidated Annual Action Plan involves the application of \$310,000 in Section 108 assistance for the Living Access Support Alliance (LASA) Prairie Oaks Client Services Center project as described below. This Amendment was prepared in accordance with requirements established by the Department of Housing and Urban Development for local jurisdictions receiving assistance through Section 108 of the Housing and Community Development Act of 1974, as amended, and the Community Development Block Grant funding through the provisions of the National Affordable Housing Act of 1990, as amended.

PURPOSE

The purpose of this Chapter is to describe the amendment to the FY 2013 Consolidated Annual Action Plan for Housing and Community Development.

CITIZEN PARTICIPATION PROCESS

In accordance with Lakewood's Citizens Participation Plan, projects that are substantially changed are submitted to the CDBG Citizens Advisory Board for comments or recommendations prior to implementation by the City Council. On November 6, 2013, the CDBG Citizens Advisory Board reviewed the third amendment to the FY 2013 Consolidated Annual Action Plan to apply for \$310,000 in Section 108 assistance to support the Living Access Support Alliance Prairie Oaks Client Services Center project (FY 2013-01). Notification of the proposed amendment to the FY 2013 Consolidated Annual Action Plan was published in THE NEWS TRIBUNE, a paper of general circulation, on October 31, 2013. The notification provides for a 30-day citizen comment period. An opportunity for citizens, general public, local agencies and other interested parties to provide public comment was afforded at the CDBG Citizens Advisory Board meeting of November 6, 2013.

FY 2013 PROJECT ACTIVITIES AMENDMENT

The amendment to the FY 2013 Consolidated Annual Action Plan provides for the City of Lakewood to apply to the Department of Housing and Urban Development for a Section 108 loan in the amount of \$310,000 for the Living Access Support Alliance Prairie Oaks Client Services Center project (FY 2013-01) located at 8954 – 8960 Gravelly Lake Dr. SW, Lakewood, WA.

II. NOTICE OF PUBLICATION

City of Lakewood

2013 Consolidated Annual Action Plan Amendment Section 108 Loan Guarantee Program

Notice of Public Hearing and Comment Period

The City of Lakewood is proposing to amend its Fiscal Year 2013 Consolidated Annual Action Plan (AAP) to allow for the application and approval of a Section 108 Loan Guarantee from the U.S. Department of Housing and Urban Development (HUD) up to \$320,000 for the following activity:

FY 2013 Living Access Support Alliance (LASA) - Prairie Oaks Client Services Center

A public hearing will be conducted to provide an opportunity for citizens and agencies to provide testimony on the activity described above. The public hearing will be held on Wednesday, November 6, 2013 at 5:30 p.m. in Conference Room 3A of Lakewood City Hall, 6000 Main St. SW, Lakewood, WA.

Persons requiring special accommodations during the hearing are requested to call 253-589-2489 before 5:00 p.m., November 4, 2013.

The Draft FY 2013 AAP Amendment for the Proposed Section 108 Loan Guarantee Application will be available for public review for a period of 30 days from November 1, 2013 to December 2, 2013. Copies of the amendment and application are available for review at the City of Lakewood Community Development Department or on the City's website at www.cityoflakewood.us.

The proposed amendment will be submitted to the Department of Housing and Urban Development for review and approval. Any citizen who wishes to submit written comments regarding this document may do so up to 9:00 am, December 2, 2013 at:

City of Lakewood, Community Development Department,
Attn: Dave Bugher, Assistant City Manager for Development
6000 Main St. SW, Lakewood, WA 98499

Ad published in the News Tribune on October 31, 2013

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City of Lakewood
2013 Consolidated Annual Action Plan
Amendment
Section 108 Loan Guarantee Program
Notice of Public Hearing and Comment Period
The City of Lakewood is proposing to amend its
Fiscal Year 2013 Consolidated Annual Action Plan
(AAP) to allow for the application and approval of a
Section 108 Loan Guarantee from the U.S.
Department of Housing and Urban Development
(HUD) up to \$320,000 for the following activity:
**FY 2013 Living Access Support Alliance (LASA) -
Prairie Oaks Client Services Center**
A public hearing will be conducted to provide an
opportunity for citizens and agencies to provide
testimony on the activity described above. The
public hearing will be held on Wednesday,
November 6, 2013 at 5:30 p.m. in Conference
Room 3A of Lakewood City Hall, 6000 Main St,
SW, Lakewood, WA.

Persons requiring special accommodations during
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may do so up to 9:00 am, December 2, 2013 at:
City of Lakewood, Community
Development Department,
Attn: Dave Dugher, Assistant City Manager for
Development
6000 Main St. SW, Lakewood, WA 98499

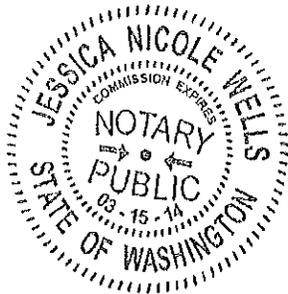
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STATE OF WASHINGTON
COUNTY OF PIERCE

I, Katie Calhoun, being first duly sworn, on oath, says that she is the legal clerk of The News Tribune, a weekly newspaper, published in Tacoma, Pierce County, Washington, and of general circulation in said state, and having a weekly circulation of over 96,000 copies. That said newspaper is now and at all times hereinafter mentioned as a legal newspaper as defined by the laws of the state, duly approved by the Superior Court of Pierce County, Washington. That the advertisement, of which the attached is a printed copy as it was published in the regular issue of said newspaper, was published 1 time(s), commencing on the 31st day of October 2013 and ending on the 31st day of October 2013.

Ad Number 0000748199
ACCT# 256525 CITY OF LAKEWOOD

K. Calhoun

Subscribed and sworn to before me on this
31st day of October, 2013



Jessica Wells

Notary Public in and for the state of
Washington, residing in Pierce County.
1950 So. State St. Tacoma, WA 98405

SECTION 108 PROJECT-SPECIFIC REVIEW

PROJECT: PRAIRIE OAKS CLIENT SERVICES CENTER - LASA	
APPLICANT: CITY OF LAKEWOOD	LOAN AMOUNT: \$310,000

PROJECT SUMMARY

The Living Access Support Alliance (LASA), a 501c3 nonprofit organization, is proposing to construct a new mixed use development that will include a 4,000 square foot Client Services Center consisting of supportive service space that will serve low income households throughout the City (the Commercial Condominium, or the "Project"); and 15 new permanent residential units that will serve formerly homeless households (the Residential Condominium). The two condominiums will be part of a single building that will be constructed on a site located at 8954, 8956 and 8960 Gravelly Lake Drive SW in Lakewood. **The subject of the proposed Section 108 Loan Guarantee is solely the Client Services Center condominium.**

Services to be provided:

LASA's client services will be available to the target population of homeless families, those in imminent danger of homelessness, and those living in transitional or temporary housing who are seeking stability and permanent housing. The array of services to be provided is focused on crisis intervention as well as building the self sufficiency of the target populations. Services will include:

- 4 -6 FTE case managers dedicated to serving an estimated 65 Pierce County families experiencing homelessness in scattered site housing.
- a part time prevention specialist to provide resources and referral information.
- shower facilities will be available for clients who lack access to bathing facilities
- access to off-site laundry services provided by a voucher that will be made available to local school nurses/counselors and to LASA's Prevention Specialist on an as needed basis.
- Basic supplies and essential needs such as diapers and toiletries.
- Space provided for a case manager from Healthcare for the Homeless in conjunction with Metropolitan Development Council.
- Computer lab to provide access to internet and general computer usage for families seeking services, housing or other needs.
- Meeting space for client gatherings and other community building events.
- Quarterly Speakers such as tax preparation or financial literacy.
- Kids Book nook to provide a lending library for homeless children.

Development Program:

Site development work including the following have been apportioned to the CSC condominium on a pro rata basis: demolition of 3 existing vacant houses and 2 garages with minor asbestos abatement; new installation of underground utilities and on-site drainage and infiltration system; asphalt parking lot with installation of on-site lighting and other site fixtures and landscaping improvements. Building development will consist of a new two-story wood framed slab on grade building with one-hour fire separation between office and residential space. The CSC will be located on the ground floor. Exterior

SECTION 108 PROJECT-SPECIFIC REVIEW

finish consists of cement-board shingle panels or beveled siding with vinyl double-pane windows throughout. The 4,000 square feet of Client Services space will have a separate exterior entrance, separate electric heat pump and HVAC system and separate utility metering. The development also requires improvements to the street frontage along Gravelly Lake Drive. The costs of these improvements is divided between the CSC and the residential condo on a pro rata basis.

PROJECT REVIEW

Criteria for review of project-specific Section 108 loan applications is detailed in the approved Section 108 Loan Fund Policies. These underwriting and review guidelines will be applied to all prospective Section 108 loan proposals under this Loan Fund, regardless of whether required under Section 570.203.

A. HUD National Priority Areas

The new Client Services Center meets one of the three National Priorities identified by HUD under the Suitable Living Environments category. Specifically, through creation of a new service delivery space for LASA's homeless clients city-wide, the facility meets national priority 2-c) **support delivery of human services to targeted low-income clientele.**

B. Community Development Objectives of the City

By providing the proposed array of services to low income households, the new Client Services Center will meet the following Community Development Objectives of the City's 2010-2016 Consolidated Plan (pg. 109):

- Focus resources on activities that provide opportunities for lower income persons to achieve their maximum self-sufficiency. Use CDBG and HOME funds to leverage other funding.
- Promote and facilitate self-sufficiency among persons served by funded activities.

By coordinating services within a housing development with links to other service resources, the project supports the following Community Development Objective (p. 117):

- Support the efforts of the 10-year Regional Plan to end chronic homelessness
 - The City Council-adopted Plan calls for housing and services and improved coordination among providers to meet the needs of homeless persons who cycle in and out of homelessness.

C. Section 108 eligible Activity under 24CFR 570.703

The Client Services Center will be open to the public and will provide social services to low income individuals. As such the use meets a HUD eligible activity for Section 108:

570.703(I) – Acquisition, construction, reconstruction, rehabilitation or installation of **public facilities** (except for buildings for the general conduct of government), public streets, sidewalks, and other site improvements and public utilities; where Public Facilities is defined as eligible under 24 CFR 570.201(c).

D. National Objective under 24 CFR 570.208

The LASA Client Services Center will meet a HUD national objective for Section 108 under 24CFR **570.208(a)(2)(A) Limited Clientele** – meaning an activity that benefits a clientele who are generally

SECTION 108 PROJECT-SPECIFIC REVIEW

presumed to be principally low and moderate income persons. The Client Services Center will serve a group of persons who fit the categories to be presumed Low or Moderate Income (LMI) population (homeless, formerly homeless and families in transition).

- E. Public Benefit Standard (if applicable) as required for projects qualifying under 570.703(i) and 570.203 or 570.204 activities. **[Not Applicable]**
- F. Citizen Participation Requirements: the City fulfilled its Citizen Participation requirements by publishing the proposed actions and soliciting public comment on October 31, 2013. It held a Public Hearing on November 6, 2013 to receive input from the public on the proposed Action Plan amendment as well as the proposed use of Section 108 funds for the Project. The 30-day comment period closes December 2nd. See Appendix A for copies of the public notice, meeting agenda and meeting minutes and any comments received.
- G. Financial Underwriting Guidelines: The project was analyzed using the City's approved Loan Fund underwriting guidelines.
 - 1. Project management
The management of the development project will be undertaken by LASA's development partner, the Tacoma Housing Authority. Their capacity is addressed below in item 9. The Client Services Center will be owned and operated by LASA, a nonprofit provider of housing and supportive services to homeless and formerly homeless families in Lakewood. LASA was formed in 1989 to address the needs of Lakewood's homeless families. Its organizational profile is discussed below in item 11. As a partner in the development, LASA will bring the critical supportive services to the project's residents as well as continue to serve households City-wide from this location. It currently owns four different properties providing housing for up to seventeen families at a given time. LASA's main site for service delivery is currently located at the subject site in one of the houses that will be torn down for the new development.
 - 2. Public Benefit
The Prairie Oaks Client Services Center will provide critical supportive services that assist very low income families to find emergency assistance, connect with housing opportunities, build a stable base for self-sufficiency in the community and prevent or minimize homelessness. Their services supported nearly 75 families including approximately 89 children last year through a variety of services, assistance and referrals.
 - 3. Proposed Costs
The total development budget for the Client Services Center is estimated to be \$1,200,191 according to LASA's development partner, the Tacoma Housing Authority (THA). THA has recently obtained construction cost information through a competitive bid process and has selected the general contractor. The Construction Hard Cost will be confirmed prior to closing with receipt of an executed Guaranteed Maximum Price

SECTION 108 PROJECT-SPECIFIC REVIEW

(GMP) contract, along with an updated Development Budget that incorporates all costs. The development computes to \$300 per square foot, which is on the high end of development costs for this type of construction. Factors contributing to the higher than typical cost include the requirements of Federal Prevailing Wage rates for non-residential structures, design requirements to meet Evergreen Sustainable Design Standards (ESDS), on-site lighted parking lot and City-required street frontage improvements.

4. Commitment of Funds

Proposed Section 108 loan proceeds in the amount of \$310,000 will supplement the balance of committed funding sources that include:

Lakewood CDBG	\$250,000
Pierce County CDBG	250,000
THA Bridge of Capital Campaign:	275,000
LASA cash in hand	30,000
<u>LASA developer fee</u>	<u>85,191</u>
Total sources (w/108):	\$1,200,191

5. Need for Section 108 Assistance / Non-substitution of Funds:

Financing sources for non-residential social service space are extremely limited. As a nonprofit social service provider, LASA's operating cash flow is minimal; and thus its ability to secure conventional financing at terms that are sustainable for the organization is similarly limited. In the last two fiscal years, LASA has operated at essentially break-even while drawing upon a small pool of cash reserves. LASA was able to receive a small bridge financing commitment from its development partner to bridge its planned capital campaign for the project. That bridge financing will be repaid from cash received as campaign donations come in. After exhausting other available local grant sources (all committed to the project) LASA did obtain a commitment from a conventional lender for the \$300,000 gap. The terms of that loan, however, were at higher interest and for a shorter term which would have required a large balloon payment (approximately \$141,000) to be paid in year 10 within the HOME and Trust Fund affordability period. These terms were determined to be unsustainable for the organization both for the higher cost of financing imposed on the project and the significant risk that would be placed on the organization when it had to repay or refinance at an unknown interest rate in year ten. The relatively lower interest rate and longer financing term provided by the Section 108 loan provides LASA with an assured payment projection and the ability to fully retire the debt well within the project's net operating income capacity as detailed in Item 8.

6. Evidence of Site Control

LASA currently owns the three parcels to be developed. As part of the development LASA will convey its fee ownership in the parcels to a Limited Liability Limited

SECTION 108 PROJECT-SPECIFIC REVIEW

Partnership (LLLP) consisting of LASA and THA as members. The partners will develop the improvements. The condominiums will be declared and recorded such that THA and LASA will share ownership of the Residential condominium (51% / 49% respectively) and LASA will own 100% of the Client Services Center condominium.

7. Loan Structure (Term, Interest Rate, Origination Fee, other expenses)

The proposed loan will carry a 20-year term, 20-year amortization, with interest-only payments in years 1-5; amortization on a 15-year schedule in years 6-20. The interest rate will be fixed at closing at 4.25% (Initial Rate) and will be subject to conversion at such time when this loan is included in any HUD public offering. The Conversion Rate shall be the lesser of: 4.25% or the rate due on each of the City's Principal Payments plus 50 basis points or 0.5% (HUD Public Offering Rate). The loan will carry a 1% loan origination fee to be paid to the City upon closing to cover costs associated with loan packaging, underwriting and documentation (eligible Program Delivery costs pursuant to Section 570.500). Repayment shall be from Borrower from project operations. There will be one other loan to Borrower (the THA Bridge Loan) that is not secured by the property, but by a pledge of all capital campaign proceeds for the project. LASA is currently engaged in a capital campaign for the project that is targeting area foundations, businesses and individual donors. To date, approximately \$30,000 has been raised.

8. Financial Feasibility

a. Ability to Repay – An analysis was done of the organization's audited financial statements for the FY2010, 2011 and 2012 along with un-audited interim financials for FY 2013. Based on the most recent income and expense statements for the past two years and the current 2014 program budget, LASA's operating cash flow would by itself be insufficient to repay the debt. For this reason, the Residential operations of the subject property were relied upon for the financial feasibility review. The 15 units to be developed have a commitment of project based Section 8 rental assistance for an initial term of 20 years. The units are projected to generate an Effective Gross Rent (EGR) of \$150,355 at stabilization. Expenses of \$88,825 (nearly \$6,000 per unit) were budgeted according to THA, resulting in a Net Operating Income of \$61,530. The first payment out of NOI will be to cover the Section 108 interest-only payment (\$12,675 per annum). The balance of available cash flow would be available for project reserves, or to be shared between LASA and THA as determined by the partnership agreement. This provides for a contingent repayment to the Bridge lender in the event that the LASA Capital Campaign falls short of its \$275,000 goal. Should the capital campaign funds not materialize, the THA Bridge could be repaid strictly from residential operations within a six-year time period. Once the Section 108 amortization begins in year 6, City loan terms will require that the borrower maintain a 1.20 Debt Coverage Ratio on Net Operating Income (NOI) in the Residential Condominium of the Project. Because the

SECTION 108 PROJECT-SPECIFIC REVIEW

ownership of the Residential condominium is split between LASA and THA, the City will require a review of the final executed partnership agreement prior to execution of the City loan documents to confirm that this condition will be met. The debt service payment on the Section 108 loan will be the first priority for Net Operating Income, ahead of all other uses of cash. The debt service as projected based on the Initial Rate and 15-year amortization is approximately \$28,371. The DCR in the initial payment year (year 6) is projected to be 2.28 (based on NOI of \$64,616).

- b. Collateral – the City will take a 1st position Deed of Trust on all Borrower property associated with Project (including, but not limited to: 100% interest in the CSC Condominium and a deed or other form of collateral on LASA’s 49% interest in the Residential Condominium as recorded on title) based on verification of the executed LLLP agreement between LASA and THA. The value of the collateral has been preliminarily reviewed and deemed to be sufficient based on the following analysis: 1) assessed valuation of the existing land is \$482,600 according to Pierce County assessor’s records. This valuation is assumed to be significantly lower than the as-completed value of the building improvements. 2) The overall development cost of the Residential and CSC condominiums exceeds \$6 million. Given the lien position of the Section 108 loan, the LTV ratio would be well within range if viewed from a cost basis. 3) An analysis using the income approach to value with only the residential Net Operating Income yields a value of \$769,120 based on a conservative 8% cap rate. LASA’s 49% interest in the residential condo yields a value of \$376,869, leading to a resulting Loan to Value from this portion alone of 82%. Additional value is expected from the 4,000 office and service space, which is expected to reduce the LTV to within acceptable range per the underwriting guidelines. **An appraisal has been requested from an MAI-certified appraiser to confirm the as-completed value of the project prior to closing.**

9. Development Team Capacity

LASA as borrower of the Section 108 funding has a demonstrated capacity to manage the financial reporting and compliance requirements and to maintain and operate its Client Services Center in accordance with the requirements of the funding sources. LASA’s nearly 25 year track record at providing supportive services will ensure that the project’s services operations are carried out in an effective and capable manner throughout the duration of the financing period. In addition LASA has developed, owns and manages 14 units of transitional housing using many of the same financing sources contemplated by this project. Through this experience, LASA has demonstrated ability to provide development support to its THA partner as required. To supplement its development capacity for this mixed-use project, the THA provides a nearly 74-year track record of successful residential and mixed use development of affordable housing and related spaces. THA’s staff has previous experience with all aspects of the

SECTION 108 PROJECT-SPECIFIC REVIEW

development process, procurement, compliance monitoring, reporting and management for the project. THA currently owns and manages over 1,400 residential units throughout Tacoma, and has developed several large scale projects including residential mixed use development.

10. Developer/Owner Commitment

Both the Tacoma Housing Authority and LASA have demonstrated significant investment and financial commitment in the project thus far. LASA invested its capital to assemble the land over a period of years. The Tacoma Housing Authority has invested over \$425,000 in its own predevelopment capital and considerable staff resources to get the project to the point of full financing and construction start. In addition, both parties have worked to secure the other resources that comprise full financing commitments from more than seven different sources.

11. Borrower Background and Character

LASA is a mission-driven nonprofit organization formed in 1989 by a group of concerned community members to address the growing needs of Lakewood's homeless families. It was originally housed in the basement of the St. Francis Cabrini building. It is governed by a 13-member Board of Directors who set policy and guide the organizations overall mission. LASA has ten full-time and part-time staff and one volunteer who provide the case management, support services, maintenance on facilities and day to day management, administrative and financial functions of the organization. It is additionally supported by a wide array of long-term volunteers who provide in-kind support and assistance to LASA's client families. LASA's Executive Director, Janne Hutchins, has provided leadership and overall oversight of LASA operations since 1996. A diverse array of public, foundation, business and individual community members support the operations of the organization and its \$850,000 annual operating budget. Approximately 28% of LASA's operating revenue comes from program revenue from public funding sources. Foundation, business and faith-based organizations contribute about 62% and contributions from individuals make up the remaining 10% of the organization's annual revenue. As a partner in the development, LASA will bring the critical supportive services to the project's residents as well as continue to serve households City-wide from this location. It currently owns nine different properties providing housing for up to 50 to 60 families at a given time in single units, duplexes and group living environments. It provides a full continuum of housing from emergency shelter to permanent rentals. LASA's main site for service delivery is currently located at the subject site in one of the houses that will be torn down for the new development. The services will be temporarily moved to Trinity Baptist Church in Lakewood during construction.

12. Pro Rata Disbursement of Section 108 Funds with Other Funding Sources

SECTION 108 PROJECT-SPECIFIC REVIEW

It is anticipated that all other funds would be made available first, or that Sec. 108 funds will be disbursed on a pro rata basis with other funds.

13. Project Monitoring

The City of Lakewood CDBG Program Manager will be responsible for monitoring construction progress and disbursement of the Section 108 funds during construction. The City will require that it receive copies of the monthly construction monitor Site Visit Report (SVR) that will be performed on behalf of other funders in the project. This SVR will provide confirmation that funds are being spent in accordance with the project's construction scope and will monitor timeliness and budget for the project. Once the development is complete, the Lakewood CDBG Program Manager will monitor ongoing compliance and reporting requirements, including collecting client services information from the Borrower on the client population served. To the extent that the project continues to provide services primarily to homeless, formerly homeless or households in transition from homelessness, the client population will be presumed to be Low-Moderate Income as a Limited Clientele according to Section 570.208(a)(2) and no further specific income documentation will be required. Should additional services be provided that would serve other low income or other client populations, a mechanism may be required to track the income level of the clients served.

14. Interim Benchmark Measurements

Upon completion of construction, LASA has charted a scale-up plan for operations and service delivery. The expected array of programs and initial year targets have been reviewed as part of this underwriting. The City will monitor the actual performance of the CSC in providing the various types of services proposed as well as the overall number of households served on an annual basis.

15. Project Readiness

The project is ready to proceed. All other funding sources have been fully committed. The construction contract has been negotiated and approved. The contractor is ready to begin construction following closing on all financing by the end of December 2013.

Conclusion and Recommendation:

The project meets both the HUD eligibility requirements and the financial feasibility guidelines of the approved Lakewood Section 108 Loan Fund. Based on this review and the proposed Loan structure, it is recommended that the LASA Prairie Oaks Client Services Center be approved for up to \$310,000 in Section 108 Loan Guarantee funds subject to the following terms and conditions:

Loan structure:

- 20-year term with interest-only payments in years 1-5; amortization on a 15-year schedule

SECTION 108 PROJECT-SPECIFIC REVIEW

in years 6-20;

- Interest Rate fixed at closing at 4.25%, subject to Conversion at time of HUD public offering at the lesser of: 4.25% or the rate due on each of the City's Principal Payments plus 50 basis points or 0.5% (HUD Public Offering Rate).
- Loan Fee: a 1% loan origination fee shall be paid to the City upon closing to cover costs associated with loan packaging, underwriting and documentation.

Repayment:

Repayment from Borrower from project operations. Borrower is required to maintain a 1.20 Debt Coverage Ratio on Net Operating Income in the Residential Condominium of the Project.

Primary & Secondary Collateral:

- 1st position Deed of Trust on Commercial Condominium and 1st position Deed of Trust or pledge of borrower's 49% interest in Residential Condominium as recorded on title;
- Pledge of all current and future City CDBG entitlement funds or funds eligible to be received under Section 570.705(b)(2).

Recommended Conditions prior to Closing:

- Receipt of executed funding agreements from all other sources (both Residential and Commercial sources)
- Receipt of executed partnership agreement between LASA and Tacoma Housing Authority detailing revenue sharing terms consistent with City underwriting assumptions
- Satisfaction of insurance requirements including Owner's General Liability, Builder's Risk and Property
- Receipt of an updated Lender's Title Policy in favor of the City of Lakewood Section 108
- Completion of HUD Environmental clearance
- Approval and execution of construction contract
- Executed Performance & Payment Bonds with Dual Obligee Rider for City of Lakewood
- Receipt of approval from HUD
- Receipt and execution of Loan documents from HUD to City
- Receipt of updated documents (budgets, contracts, other documents) as requested by City

H. Pledge of CDBG Guarantee

The City of Lakewood understands that if the participants in this Section 108 loan fund fail to make timely payments and the City of Lakewood therefore fails to make a required payment on its notes, HUD will deduct that payment from the City of Lakewood's CDBG Letter of Credit and in accepting this loan guarantee, the City of Lakewood will pledge its CDBG funds and all other applicable grants as security for the guarantee.

I. Schedule for City's Repayment of Loan

In requesting approval of this loan guarantee, the City of Lakewood is requesting a commitment for a 20-year term. The City of Lakewood will act as borrower and issue the

SECTION 108 PROJECT-SPECIFIC REVIEW

guaranteed debt obligations, consistent with RCW 35.21.735. The source of repayment will be payment on the loans from LASA. Please use the following principal repayment schedule.

Proposed Principal Repayment Schedule

Yr	Principal		Yr	Principal
1	\$0		11	\$18,712
2	\$0		12	\$19,507
3	\$0		13	\$20,336
4	\$0		14	\$21,201
5	\$0		15	\$22,102
6	\$15,196		16	\$23,041
7	\$15,842		17	\$24,020
8	\$16,515		18	\$25,041
9	\$17,217		19	\$26,105
10	\$17,949		20	\$27,215
				\$310,000

J. City of Lakewood Contact:

Jeff Gumm, CDBG Program Manager
 City of Lakewood
 6000 Main St. SW
 Lakewood, WA 98499
 Ph: (253) 983-7773

Required Attachments:

1. Combined Federal Certifications
2. SF424 – Application for Federal Assistance
3. Lobbying Certification
4. Annual Action Plan Amendment excerpt
5. Approved Council Resolution and Council meeting minutes
6. Public Comments and City responses as applicable
7. Evidence of compliance with Environmental Review

Appendix:

1. Evidence of compliance with Citizen Participation requirements
2. LASA CSC Detailed Sources & Uses and 20-Year Operating Pro Forma (Residential Condo)
3. Detailed description of Client Services
4. Site Plan & Schematics

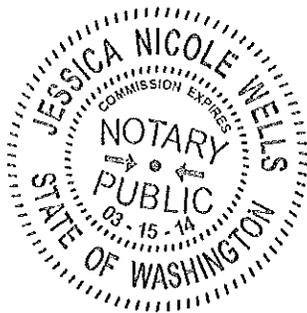
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I, Katie Calhoun, being first duly sworn, on oath, says that she is the legal clerk of The News Tribune, a weekly newspaper, published in Tacoma, Pierce County, Washington, and of general circulation in said state, and having a weekly circulation of over 96,000 copies. That said newspaper is now and at all times hereinafter mentioned as a legal newspaper as defined by the laws of the state, duly approved by the Superior Court of Pierce County, Washington. That the advertisement, of which the attached is a printed copy as it was published in the regular issue of said newspaper, was published 1 time(s), commencing on the 31st day of October 2013 and ending on the 31st day of October 2013.

Ad Number 0000748199
ACCT# 256525 CITY OF LAKEWOOD

K. Calhoun

Subscribed and sworn to before me on this
31st day of October, 2013



Jessica Nicole Wells

Notary Public in and for the state of
Washington, residing in Pierce County.
1950 So. State St. Tacoma, WA 98405

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Run Dates		
Run Schedule Invoice Text		

TAC-NT-News Tribune:Print:	1	\$195.15
0300 - Legals Classified		
10/31/2013		
City of Lakewood 2013 Consolidated Annual Action Plan Amen		

TAC-upsell.thenewstribune.com:Online:	1	\$48.38
0300 - Legals Classified		
10/31/2013		
City of Lakewood 2013 Consolidated Annual Action Plan Amen		

City of Lakewood
2013 Consolidated Annual Action Plan
Amendment
Section 108 Loan Guarantee Program
Notice of Public Hearing and Comment Period
The City of Lakewood is proposing to amend its
Fiscal Year 2013 Consolidated Annual Action Plan
(AAP) to allow for the application and approval of a
Section 108 Loan Guarantee from the U.S.
Department of Housing and Urban Development
(HUD) up to \$320,000 for the following activity:
FY 2013 Living Access Support Alliance (LASA) -
Prairie Oaks Client Services Center

A public hearing will be conducted to provide an
opportunity for citizens and agencies to provide
testimony on the activity described above. The
public hearing will be held on Wednesday,
November 6, 2013 at 5:30 p.m. in Conference
Room 3A of Lakewood City Hall, 6000 Main St.
SW, Lakewood, WA.
Persons requiring special accommodations during
the hearing are requested to call 253-589-2489
before 5:00 p.m., November 4, 2013.
The Draft FY 2013 AAP Amendment for the
Proposed Section 108 Loan Guarantee Application
will be available for public review for a period of 30
days from November 1, 2013 to December 2,
2013. Copies of the amendment and application
are available for review at the City of Lakewood
Community Development Department or on the
City's website at www.cityoflakewood.us.
The proposed amendment will be submitted to the
Department of Housing and Urban Development for
review and approval. Any citizen who wishes to
submit written comments regarding this document
may do so up to 9:00 am, December 2, 2013 at:
City of Lakewood, Community
Development Department,
Attn: Dave Bugher, Assistant City Manager for
Development
6000 Main St. SW, Lakewood, WA 98499



**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CITIZENS ADVISORY BOARD
Regular Meeting Minutes
WEDNESDAY – November 6, 2013,
Lakewood City Hall, Conference Room 3A
6000 Main Street SW, Lakewood, WA**

CALL TO ORDER

Chair Edith Owen Wallace called the meeting to order at 5:35 p.m.

ATTENDANCE

Board Members Present: Chair Edith Owen Wallace, Michael Lacadie, Laurie Maus, Sharon Taylor, Kathleen Lind, and Mumbi Ngari-Turner.

Council Liaison Present: Councilmember Marie Barth

City Staff Present: Jeff Gumm, Martha Larkin

APPROVAL OF MINUTES – SEPTEMBER 18, 2013 AND SEPTEMBER 25, 2013

MICHAEL LACADIE MOVED TO APPROVE THE SEPTEMBER 18, 2013 AND SEPTEMBER 25, 2013 CDBG CITIZEN'S ADVISORY BOARD MEETING MINUTES AS WRITTEN. THE MOTION WAS SECONDED BY LAURIE MAUS. VOICE VOTE WAS TAKEN AND THE MOTION CARRIED UNANIMOUSLY.

NEW BUSINESS

Introduction of new Board Members – Kathleen Lind and Mumbi Ngari-Turner

Everyone introduced themselves and welcomed the new members.

Discussion/Review of LASA/THA Prairie Oaks Homeless/Client Services Center

Jeff Gumm reviewed the proposed project which will be fully funded with the proposed \$300,000 Section 108 loan. The Prairie Oaks project will include 15 units of housing for homeless families and a client services center. Its funding sources include City of Lakewood HOME, CDBG, and Section 108 loan, Pierce County CDBG and 2163, Washington State Housing Trust Fund, and a Tacoma Housing Authority bridge loan. Mr. Gumm explained how the loans would work, the budget, and the cash flow needed to service the debt.

PUBLIC HEARING

A Public Hearing on the proposed FY 2013 Annual Action Plan Amendment for the Proposed Section 108 Loan Guarantee Application for the LASA/THA Prairie Oaks project was held, however, there was no one present who wished to comment.

NEXT MEETING

The next meeting will be held on January 8, 2014 at 5:30 p.m. in Conference Room 3A.

ADJOURNMENT

The meeting adjourned at 6:35 pm.

Edith Owen Wallace, Chair

Date

LASA Underwriting Analysis - Section 108

REVISED Sources & Uses

RESIDENTIAL SOURCES & USES

TOTAL DEVELOPMENT COSTS	4,844,360
Housing Trust Fund	4,035,663
Pierce Co. 2163	258,697
THA Bridge	300,000
City of Lakewood HOME	250,000
TOTAL SOURCES (RESIDENTIAL):	4,844,360

SOURCES & USES (COMMERCIAL)

TOTAL DEVELOPMENT COSTS (Inc. 108 Costs)	1,200,191
Lakewood CDBG	250,000
Pierce Co. CDBG	250,000
Lasa Equity (fm. Dev. Fee) - see Note	85,191
Capital Campaign Cash-in-hand	30,000
Pierce Co. 2163	275,000
Bank or Sec. 108 Loan	310,000
TOTAL SOURCES (COMMERCIAL):	1,200,191

OWNERSHIP STRUCTURE

Limited Partnership owns Housing Condo
 THA 51% (assumed split of CF)
 LASA 49% (assumed split of CF)

LASA Owns Commercial Condo

Assessed Valuation (3 Parcels): 482,600

Fair Market Value Calculation (Income Approach)

Residential Condo:
 Net Operating Income Yr. 1): 61,530
 Cap Rate (conservative): 8%
 Fair Market Value (NOI/Cap): 769,120
 LASA 49% Ownership Interest: 49%
 Value of proportionate interest: 376,869

LTV of Sec. 108 Loan: 82%

***Value to be Supported by Appraisal**

THA Bridge Loan Repayment Terms:

2% Simple interest on outstanding balance
 10-yr term
 Principal out of Capital Campaign or Cash Flow
 Interest is Junior/Subordinate to Section 108 Loan

\$ 300 per SF

LASA Underwriting Analysis - Section 108

Section 108 & Bridge Pro Forma

	1	2	3	4	5	6	7	8	9	10	11
Total Residential Income	158,268	162,225	166,280	170,437	174,698	179,066	183,542	188,131	192,834	197,655	202,596
2.50% escalation											
(Vacancy)	(7,913)	(8,111)	(8,314)	(8,522)	(8,735)	(8,953)	(9,177)	(9,407)	(9,642)	(9,883)	(10,130)
Effective Gross Income	150,355	154,113	157,966	161,915	165,963	170,112	174,365	178,724	183,192	187,772	192,467
Operating Expenses (without taxes or services)*	5,921.67										
3.50% escalation	88,825	91,934	95,152	98,482	101,929	105,496	109,189	113,010	116,966	121,059	125,296
Net Operating Income	61,530	62,180	62,815	63,434	64,035	64,616	65,177	65,714	66,227	66,713	67,170
Section 108 Loan	13,175	13,175	13,175	13,175	13,175	28,371	28,371	28,371	28,371	28,371	28,371
DCR on Section 108 Loan	N/A (Interest-only payments during this period)					2.28	2.30	2.32	2.33	2.35	2.37
Cash Flow to Partners	48,355	49,005	49,640	50,259	50,860	36,245	36,805	37,343	37,856	38,342	38,799
THA Portion of CF (Bridge Loan Repayment Schedule)	45,937	46,554	47,158	47,746	48,317	34,433	25,150		-		
LASA Portion of CF	2,418	2,450	2,482	2,513	2,543	1,812	11,655	Split to be determined between LASA & THA but subject			

Notes to Pro Forma:

1. Minimum Split of NOI to LASA beginning in Year 6 must be at least \$32,947 to provided for 1.20 DCR on Section 108 loan

LASA Underwriting Analysis - Section 108

Section 108 & Bridge Pro Forma

	12	13	14	15	16	17	18	19	20
Total Residential Income	207,661	212,853	218,174	223,629	229,219	234,950	240,823	246,844	253,015
2.50% escalation									
(Vacancy)	(10,383)	(10,643)	(10,909)	(11,181)	(11,461)	(11,747)	(12,041)	(12,342)	(12,651)
Effective Gross Income	197,278	202,210	207,265	212,447	217,758	223,202	228,782	234,502	240,364
Operating Expenses (without taxes or services)*	5,921.67								
3.50% escalation	129,682	134,221	138,918	143,781	148,813	154,021	159,412	164,991	170,766
Net Operating Income	67,596	67,990	68,347	68,667	68,945	69,181	69,370	69,510	69,598
Section 108 Loan	28,371	28,371	28,371	28,371	28,371	28,371	28,371	28,371	28,371
DCR on Section 108 Loan	2.38	2.40	2.41	2.42	2.43	2.44	2.45	2.45	2.45
Cash Flow to Partners	39,225	39,618	39,976	40,295	40,574	40,810	40,999	41,139	41,227
THA Portion of CF (Bridge Loan Repayment Schedule)									
LASA Portion of CF	to Section 108 conditions								

Notes to Pro Forma:

1. Minimum Split of NOI to LASA beginning in Year 6 must be at least \$32,947

**LASA – PRAIRIE OAKS CLIENT SERVICES CENTER
PROPOSED SERVICES**

LASA will dedicate approximately 4,000 Sq feet to a Center for client services which will be adjacent to the Prairie Oaks housing project. We anticipate a growing number of people utilizing services in the future. In year one we will be placing protocols in place and advertising services and the number of people needing services may start out slowly.

The Client Services Center will :

- house 4 -6 FTE case managers dedicated to serving an estimated 65 Pierce County families experiencing homelessness in scattered site housing. Families will keep appointments both in their home and in the CSC **Impact: 80 Households per year.**
- house a part time prevention specialist whose job will be to serve individuals needing laundry or bathing services and other services as listed. The specialist will also act as a resource person for those in need. **Impact: 100 Households per year.**
- be designed for a shower facility to provide access to bathing to people living on the street or for some other reason don't have bathing facilities. At this time it is difficult to estimate how popular a feature this will be. Research is currently being conducted to determine policies we should adopt and to give us an idea of how many folks may wish to avail themselves of this service. **Impact: TBD**
- offer laundry service. This will be provided by a voucher that will be made available to local school nurses/counselors and to LASA's Prevention Specialist on an as needed basis. We anticipate being able to help 5 to 10 families per week with this service. Since this is a new service we anticipate the number of people requesting service will be slow at first and demand will grow as more are aware of it. **Impact: 100 Households per year**
- house an essential needs closet; this closet will offer diapers and toiletries. We have been seeing 2 to 3 households requesting services each day and anticipate that once we promote these services that the number will rise to 10 or more per day. **Impact: 250 Households per year**
- host Healthcare for the Homeless: LASA is working with MDC on this service. LASA will provide space and MDC will provide the service to provide 15-20 appointments twice a month For a total of 30-40 individuals seeing a health care provider. **Impact: 200 Households per year**
- Host computer space dedicated to internet and general computer usage. Two people per day **Impact: 200 Households per year**
- Offer meeting space for client birthday parties and other community building events **Impact: 50 Households per year**
- Quarterly Speakers such as tax preparation **Impact: 75 Households per year**
- sponsor a Kids Book nook The goal is to send every family home with a book. **Impact: 500 books per year per year**

ATTACHMENTS

SECTION 108 LOAN GUARANTEE
ENTITLEMENT Public Entity Certifications

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended (the "Act"), and with 24 CFR Part 570.704(b), the public entity certifies that:

- (3) It possesses the legal authority to make the pledge of grants required under §570.705(b)(2).
- (4) It has made efforts to obtain financing for activities described in the application without the use of the loan guarantee and cannot complete such financing consistent with the timely execution of the program plans without such guarantee.

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended (the "Act"), and with 24 CFR Part 570.704(b)(8), the public entity further certifies that:

- (i) It possesses the legal authority to submit the application for assistance under this subpart and to use the guaranteed loan funds in accordance with the requirements of this subpart.
- (ii) Its governing body has duly adopted or passed as an official act a resolution, motion or similar official action:
 - (A) Authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances containing therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required; and
 - (B) Authorizing such official representative to execute such documents as may be required in order to implement the application and issue debt obligations pursuant thereto (provided that the authorization required by this paragraph (B) may be given by the local governing body after submission of the application but prior to execution of the contract required by §570.705(b).
- (iii) Before submission of its application to HUD, the public entity has:
 - (A) Furnished citizens with information required by §570.704(a)(2)(i);
 - (B) Held at least one public hearing to obtain the views of citizens on community development and housing needs; and
 - (C) Prepared its application in accordance with by §570.704(a)(1)(v) and made the application available to the public.
- (iv) It is following a detailed citizen participation plan which meets the requirements described in by §570.704(a)(2).
- (v) The public entity will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:
 - (A) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); and
 - (B) The Fair Housing Act (42 U.S.C. 3601-3619).
- (vi) In the aggregate, at least 70 percent of all CDBG funds, as defined at §570.3, to be expended during the one, two, or three consecutive years specified by the public entity for its CDBG program will be for activities which benefit low and moderate income persons, as described in criteria at §570.208(a).
- (vii) It will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate income housing described in §570.606.
- (viii) It will comply with the requirements of §570.200(c)(2) with regard to the use of special assessments to recover the capital costs of activities assisted with guaranteed loan funds.
- (ix) (Where applicable.) It lacks sufficient resources from funds provided under this subpart or program income to allow it to comply with the provisions of §570.200(c)(2), and it must therefore assess properties owned and occupied by moderate income persons, to recover the guaranteed loan funded portion of the capital cost without paying such assessments in their behalf from guaranteed loan funds.
- (x) It will comply with the other provisions of the Act and with other applicable laws.

Public Entity's Legal Name _____ Date _____

Signature of Authorized Representative _____

Printed Name and Title _____

24 CFR Part 87-- Certification Regarding Lobbying
Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Official

Title

RESOLUTION NO. 2013-27

A RESOLUTION of the City Council of the City of Lakewood, Washington, authorizing the submission of a project-specific application and subsequent execution of the Contract for Loan Guarantee Assistance and issuance of the related Note and other implementing documentation with the U.S. Department of Housing and Urban Development and as a condition pledges the City of Lakewood's current and future Community Development Block Grant funds as additional collateral for a Section 108 loan up to the amount of \$310,000 to develop the Living Access Support Alliance Prairie Oaks Client Services Center project located at 8954, 8956, and 8960 Gravelly Lake Dr. SW.

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has established the Section 108 Loan Guarantee Program ("Program") in order to provide below-market rate loans for qualified projects that serve the needs of low and moderate income persons; and,

WHEREAS, the City of Lakewood meets the criteria to participate in the Program as an entitlement city, receiving funds through the Community Development Block Grant Program ("CDBG"); and,

WHEREAS, the City Council conducted a public hearing and approved Resolution 2012-07 authorizing application and participation in the Program on February 6, 2012 in order to provide a \$2,888,000 loan pool to provide loan funding for eligible economic and community development activities which benefit low and moderate income persons in Lakewood; and,

WHEREAS, the City Council acknowledges the requirement that the City pledge current and future CDBG funds as additional collateral to guarantee loans provided through the Program; and,

WHEREAS, in connection with such application process, a project-specific amendment to the City of Lakewood FY 2013 Consolidated Annual Action Plan was made public on October 31, 2013, providing a 30-day citizen comment period on the proposed action; and,

WHEREAS, a public hearing was held on November 6, 2013, before the CDBG Citizens

Advisory Board to discuss the Living Access Support Alliance (LASA) Prairie Oaks Client Services project Section 108 loan up to \$310,000, which is eligible for funding under the Program in accordance with requirements set forth by the Program; and,

WHEREAS, the City Council acknowledges an unconditional pledge of current and future CDBG funds in the amount up to \$310,000 in order to secure a loan for the LASA Prairie Oaks Client Services Center project; and,

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

Section 1. That the City Manager or designee is authorized to submit a project-specific Section 108 application and Consolidated Annual Action Plan Amendment, to execute a HUD Contract for Loan Guarantee Assistance, Note, other implementing documentation, and take all other necessary acts associated with the U.S. Department of Housing and Urban Development Section 108 Loan up to \$310,000 for the Living Access Support Alliance Client Services Center project located at 8954, 8956, and 8960 Gravelly Lake Dr. SW.

Section 2. The City Council of the City of Lakewood approves the use of Community Development Block Grant funds as additional collateral to participate in the HUD Section 108 Loan Guarantee Program and authorizes the use of current and future Community Development Block Grant Funds as additional security and loan collateral in order to secure a loan for the Living Access Support Alliance Prairie Oaks project.

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

PASSED by the City Council this 2nd day of December, 2013.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 2, 2013	TITLE: Humane Society for Tacoma and Pierce County Sheltering Agreement	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE
REVIEW: December 2, 2013	ATTACHMENTS: Contract	<input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION NO. 2013-60 <input type="checkbox"/> OTHER

SUBMITTED BY: Bret Farrar, Chief of Police

RECOMMENDATION: It is recommended that the Council authorize the City Manager to execute a contract with the Humane Society for Tacoma and Pierce County for sheltering services for the handling of stray, unwanted and impounded companion animals. The cost of the annual contract is \$106,050.00 a \$8,920 increase from the 2013 contract.

DISCUSSION: The increase from the prior year is due to averaging the number of animals surrendered at the PCHS and an increase of \$1.50 per animal from 2013. No new services are provided in this contract.

ALTERNATIVE(S): There are no local alternatives to sheltering animals in Pierce County, so refusing this contract would leave Animal Control with no place to shelter the approximately 1270 animals handled in an average year. The City is not in a financial or staffing position to engage in a sheltering operation at this time without causing an additional burden to the taxpayers of Lakewood.

FISCAL IMPACT: Funding of the contract will be paid from the general fund. A sufficient amount was approved by Council in the 2013-2014 budgets.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

**AGREEMENT FOR
SHELTERING SERVICES 2014**

THIS AGREEMENT is made and entered into this _____ day of _____, 2013 by and between the City of Lakewood, a municipal corporation of the State of Washington, hereinafter referred to as "City" and the Humane Society for Tacoma and Pierce County, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as "Society."

WITNESSETH:

WHEREAS, the Society agrees to provide residents of the City of Lakewood shelter services and an Executive Director responsible for the overall operation of the Society; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services by the Society: The Society agrees to perform in good and professional manner the following tasks:
 - A. To furnish and maintain a suitable shelter for the handling of stray, impounded and unwanted companion animals turned over to the Society by Lakewood residents. Companion animals are specifically defined as dogs, cats, domestic birds, domestic rabbits and small domestic rodents. Companion animals specifically exclude livestock (horses, cows, pigs, sheep, goats, fowl, etc.) venomous or dangerous reptiles and wild or exotic animals. Such facility shall include cat kennels and dog kennels, as well as facilities for the humane disposal of sick and injured companion animals. The facility will provide disposal services for animals deceased upon arrival or during the time of sheltering. Impounded animals, awaiting disposition by the courts will be held for up to 15 days without additional charge. After 15 days, board will be charged to Lakewood at the rate of \$10 per day for a dog and \$5 a day for a cat.
 - B. To keep the shelter staffed and open for the purpose of receiving companion animals and allowing such animals to be redeemed during regular business hours Monday through Saturday; PROVIDED THAT the Society shall establish and maintain 7-day per week, 24-hour per day access for the City of Lakewood animal control officers to drop off companion animals or carcasses outside the normal shelter hours. It is understood that this does not include responsibility for care for sick or injured companion animals outside of normal shelter hours.
 - C. To provide orientation and training to City of Lakewood Animal Control Officers and other city staff to the Society shelter and its admissions policies, practices and other Society operations as appropriate.

D. To maintain complete records of animals received and animals disposed of, and to furnish reports of the Society's activities to Lakewood.

E. To provide access to computers for the City of Lakewood Animal Control Officers to enter data into the database software for animals picked up by the City of Lakewood Animal Control Officers.

F. To furnish equipment and supplies used in the performance of the Society's obligations arising from this contract, except equipment and supplies which the City expressly agrees to furnish.

G. To provide basic blood draw, fecal sample, lab tests and weight at time of admission for animals involved in cruelty investigation, per request of the City of Lakewood Animal Control Officers. This service will be offered for cases of 1 to 2 animals and may be repeated weekly as deemed necessary by the Veterinarian staff at the Humane Society. The costs associated with the lab tests will be borne by the City of Lakewood through additional billings. Cruelty cases involving more than 2 animals and/or needing detailed history and physical exams need to be performed by an outside veterinarian of the City of Lakewood's choice.

H. To provide licensing services for animals adopted or impounded at the Humane Society shelter whose owner resides within the City of Lakewood. Humane Society shall maintain complete and adequate records of all licenses issued and shall provide a timely report to the City listing the name and address of the licensee and a description of the animal licensed. The Humane Society will retain 100% of every license sold and payments shall be made to the Humane Society, however a rebate will be applied to the sheltering contract fee equal to one third of the estimated license revenue.

2. Independent Contractor – Acceptable Standards: The Society shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City. The Society shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of quality and professional standard.

3. Additional Services: From time to time hereafter, the parties hereto may agree to the performance of the Society of additional services with respect to related work or projects. Any such agreement(s) shall be set forth in writing and shall be executed by the respective parties prior to the Society's performance of the services there under. Upon proper completion and execution of an addendum (agreement for additional services), such addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such addendum were a part of this Agreement as originally executed. The performance of services pursuant to an addendum shall be subject to the terms

and conditions of this Agreement except where the addendum provides otherwise. Any addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.

4. Society's Representations: The Society hereby represents and warrants that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

5. City's Responsibilities: The City agrees to perform in a good and professional manner the following tasks so as not to delay the services of the Society:

A. Designate in writing a person to act as the City's representative with respect to the services covered by this contract. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.

B. Furnish the Society with all information necessary for the services provided for herein.

C. Defend the Society and to otherwise hold the Society harmless from any damages or attorneys' fees incurred by the Society as a result of any litigation which names the Society and specifically involves the validity of any municipal or State ordinance.

D. Lakewood Animal Control officers must completely and accurately perform the data input required for shelter admission as well as scan each animal for microchips. Officers must also administer vaccines provided by the Society to animals dropped off at the shelter as required by the shelter admissions policy. The Society will provide the necessary training for the vaccinations and computer intake requirements. The Society will create and provide the shelter admissions policy. As data accuracy and proper immunization are integral to the shelter intake procedures, Officers will be required to proficiently comply with the shelter admission policy. It will be Lakewood's responsibility to provide ongoing routine training and quality review. However, if upon quality review by the Society it is shown that an officer is less than 95% in compliance they will be suspended from being allowed to admit to the shelter.

E. Lakewood is responsible for all veterinarian care including after hours and emergency care until the Society accepts the animal. The Society will employ veterinarian staff to treat animals once they are admitted to the shelter. The Society does not provide emergency veterinary care and animals needing such care should go directly to an emergency veterinarian clinic at the City's expense. Lakewood is responsible for transporting the animals from an emergency clinic to the Society once the animal is stabilized.

F. Lakewood will provide its own Potentially Dangerous Dog (PDD) and Dangerous Dog (DD) hearings and services. Any euthanasia required by the PDD and DD programs will be paid for by the dog owner.

6. Term of Agreement: The term of this Agreement shall commence on the date hereof or on the 1st day of January, 2014, and shall terminate on the 31st day of December, 2014.
7. Compensation: As compensation for the Society's performance of the services provided for herein, the City shall pay the Society \$106,050.00 (\$108,550.00 less a \$2,500 license rebate) for shelter services for the calendar year 2014, which amount shall be paid in equal monthly payments of \$8,837.50, due on the first day of the month for each month of the year 2014. The Society shall invoice the City in advance for services. Any payments postmarked 30 days after the due date may cause a suspension of service and will be assessed a 1% late fee. The Humane Society shall retain all adoption, impound, board, fines and other fees collected from the public for animals accepted into the shelter since the Society has factored retention of such fees into the cost of the contract.
8. Continuation of Performance: In the event that any dispute or conflict arises between the parties, other than a dispute over non-payment for services, while this Contract is in effect, the Society agrees that, notwithstanding such dispute or conflict, the Society shall continue to make a good faith effort to cooperate and continue to work toward successful completion of assigned duties and responsibilities. This does not preclude either party from exercising their rights as outlined under Section 16.
9. Administration of Agreement: This Agreement shall be administered by the Executive Director, on behalf of the Society, and by the City Manager of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Lakewood
Lakewood City Hall
6000 Main Street SW
Lakewood WA 98499-5027
(253) 589-2489
FAX (253) 589-3774

The Humane Society
2608 Center Street
Tacoma WA 98409-7694
(253) 383-7066
FAX (253) 620-1564

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

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

11. Insurance: The Society 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 Society shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Society shall take out and maintain, in full force and effect, the following insurance policies:
 - A. Comprehensive public liability insurance, including property damage, insuring the City and the Society against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance of the Society 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 \$1,000,000.00.
12. Indemnification: Except as otherwise provided in Section 5, Paragraph C, herein above, the Society shall defend, 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 Society, 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 and the Society and their respective officers, agents, and employees, or any of them, the Society shall satisfy the same to the extent that such judgment was due to the Society's negligent acts or omissions.
13. Assignment: Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
14. Amendment, Modification, or Waiver: No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by

any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

15. Termination and Suspension: The Humane Society may terminate this Agreement upon ninety (90) (30) days written notice to the other party. The City of Lakewood may terminate this agreement upon ninety (90) days written notice to the other party.
16. Parties in Interest: This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors, and their sureties.
17. Costs to Prevailing Party: In the event of such litigation or other legal action, to enforce any rights, responsibilities, or obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable costs and attorneys' fees.
18. 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.
19. 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.
20. 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 the agreement.
21. Entire Agreement: This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings between the parties with respect to such subject matter.

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

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

CITY OF LAKEWOOD

**HUMANE SOCIETY FOR
TACOMA AND PIERCE COUNTY**

Kathleen Olson

John Caulfield, City Manager

Kathleen Olson, Executive Director

Date

Date

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE:	TYPE OF ACTION:
December 2, 2013	1) Lodging Tax Advisory Committee (LTAC) Recommendations Authorizing 2014 Contracts for Tourism Services	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2013-61 <input type="checkbox"/> OTHER
REVIEW: November 25, 2013	ATTACHMENTS: 1) LTAC Recommendations Summary Chart	

SUBMITTED BY: Ellie Chambers-Grady, Economic Development Manager

RECOMMENDATION: It is recommended that the Mayor and City Council authorize the City Manager to enter into 2014 tourism related service contracts (see Recommendations Summary Chart).

DISCUSSION: The purpose of this agenda bill is to report to the City Council the recommended expenditures of lodging tax funds for 2014. However, prior to reviewing recommendations, it would be prudent to provide an overview of the lodging tax program.

As authorized under state law, the City of Lakewood has enacted a lodging tax. (RCW Chapter 67.28 and Lakewood Municipal Code {LMC} Chapter 3.36) The City receives a “local portion” of the taxes collected from lodging-related businesses located within the City. Revenue obtained in this manner is credited to a special fund of the City and is to be used for the purpose of paying all or a part of the cost of tourism promotion, acquisition of tourist-related facilities by the City, or operation of tourism-related facilities by the City or non-profit organizations.

State law requires the formation of a Lodging Tax Advisory Committee. The committee must have at least five members and each member must be appointed by the City Council. At least two of the members of
(Continued to page 2)

ALTERNATIVE(S): 1) The City Council can accept or reject any of the LTAC funding recommendations. 2) Return the recommendations to the LTAC for further consideration. Under this alternative, the Council would need to provide direction as to what it desires from the committee; or 3) Decline to take action on some but not all of the proposed recommendations; however, be advised that the City has entered into a multi-year interlocal agreement with Clover Park Technical College (CPTC) on the use of the McGavick Center (\$101,850 for 20 years).

FISCAL IMPACT: Please see the 2014 Lodging Tax Advisory Committee recommendations.

 Prepared by Ellie Chambers-Grady
 Economic Development Manager



 City Manager Review

 Department Director

DISCUSSION (continued):

the committee must represent businesses required to collect the tax, and at least two of the members of the committee must represent entities who are involved in activities authorized to be funded by the tax. The fifth member of the committee must be an elected official of the City, who shall serve as chair of the committee. There is no maximum number of participants on the LTAC, although the representation between tax collectors and fund recipients must be equal.

One role of the LTAC is to consider requests for use of lodging tax funds. The LTAC should consider these requests in a public process, which is intended to generate comments and recommendations. The comments are intended to assist the City Council in its deliberations and should address the extent to which a proposal will accommodate tourist activities or increase tourism, and the extent to which a proposal will impact the long-term stability of the special fund the City created to hold tax revenues.

The comments and funding recommendations of the LTAC are forwarded to the Lakewood City Council, which accepts or rejects them. The Council cannot modify the recommended amounts or vendors provided to them by LTAC.

2014 Grant Requests & LTAC Recommendations:

The LTAC used a 2014 projected revenue amount of \$430,000 to base their recommendations to the City Council. The uncommitted Hotel/Motel balance effective August 31, 2013, is \$119,932.28 plus \$200,000.00 which has been placed in a safe high-yield account. Ideally, an uncommitted Hotel/Motel balance is to provide the ability to respond or partner in future available tourism facility developments or projects.

Prior to modifications to Washington State law effective July 1, 2013, municipalities funded small numbers of projects without going through their LTAC's presentation approval process. The new law ended that practice, and two economic development proposals were presented to the committee by Ellie Chambers-Grady this year, for the first time. The two requests were previously budgeted for 2014 and approved by Council in the same amounts recommended by LTAC; \$33,040 for the tourism program and personnel costs, and \$24,000 for tourism promotion and outreach.

The projected revenue of \$430,000 does not allow for the continued funding of requests from a variety of providers that LTAC historically recommended along with the two economic development proposals, which the committee felt were important to the whole program's success. LTAC recommends funding these two proposals out of the uncommitted Hotel/Motel balance.

LTAC recommends funding the other eleven proposals from the estimated 2014 fund revenues. The final 2014 funding is \$394,040 plus \$101,850 and totals \$495,890.

2014 LAKEWOOD LODGING TAX ADVISORY COMMITTEE RECOMMENDATIONS

LODGING TAX GRANT FUND APPLICANTS	2013 FUNDS GRANTED	2014 FUNDS REQUESTED	2014 FINAL RECOMMENDATIONS
Asia Pacific Cultural Center	Did Not Apply	\$ 15,000	\$ 5,000
Daffodil Festival dba Daffodilians	\$ 4,000.00	\$ 5,000	Not Recommended
Historic Fort Steilacoom Association	\$ 8,000.00	\$ 8,000	\$ 8,000
Lakewold Gardens	\$ 45,000.00	\$ 45,000	\$ 45,000
Lakewood Chamber of Commerce	\$ 80,000.00	\$ 80,000	\$ 80,000
Lakewood Economic Development Program & Personnel**	\$ 32,570.00	\$ 33,040	\$ 33,040**
Lakewood Economic Development Promotion & Outreach**	\$ 24,000.00	\$ 24,000	\$ 24,000**
Lakewood Economic Development International District Cultural Banners	\$ 14,000.00	Did Not Apply	Did Not Apply
Lakewood Historical Society & Museum	\$ 39,500.00	\$ 39,500	\$ 39,500
Lakewood Parks Farmers Market	\$ 10,000.00	\$ 37,500	\$ 10,000
Lakewood Parks SummerFEST 2014	\$ 17,000.00	\$ 12,000	\$ 17,000
Lakewood Parks SummerFEST Triathlon 2014 <i>(2013-SummerFEST/Triathlon was combined)</i>	SummerFEST/ Triathlon Combined	\$ 14,000	Combined with SummerFEST
Lakewood Playhouse Marketing	\$ 25,000.00	\$ 30,000	\$ 25,000
Lakewood Playhouse <i>(2013-Two capital improvements)</i>	\$ 20,178.44 \$ 8,403.86	Did Not Apply	Did Not Apply
Lakewood Sister Cities Association <i>(2012 approved grant was extended to 2013)</i>	\$ 12,500.00	\$ 14,500	\$ 12,500
Landmarks & Heritage Advisory Board Historical Driving Tour Brochure	\$ 10,000.00	Did Not Apply	Did Not Apply
Northwest Cultural Foundation	Did Not Apply	\$ 27,900	Not Recommended
Tacoma Regional Convention + Visitor Bureau	\$ 45,000.00	\$ 49,000	\$ 45,000
Tacoma South Sound Sports Commission	\$ 50,000.00	\$ 55,000	\$ 50,000
SUBTOTALS	\$ 445,152.30	\$ 489,440	\$ 394,040
PLUS 2014 Clover Park Technical College McGavick Center Payment #8 of 20	\$ 101,850.00	\$ 101,850	\$ 101,850
TOTALS	\$ 547,002.30	\$ 591,290	\$ 495,890
LESS Estimated Budgeted Fund Earnings	\$ 430,000.00	\$ 430,000	\$ 430,000
OVERAGE	\$ 117,002.30	\$ 161,290	\$ 65,890

**LTAC recommends these two amounts be paid out of the 2014 Hotel/Motel uncommitted balance.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 2, 2013	TITLE: South Sound Military & Communities Partnership 2014 Memorandum of Agreement	TYPE OF ACTION: — ORDINANCE — RESOLUTION — MOTION NO. 2013-62 — OTHER
REVIEW: November 25, 2013	ATTACHMENTS: Memorandum of Agreement	

SUBMITTED BY: Dan Penrose, SSMCP Program Manager

RECOMMENDATION: It is recommended that the Council authorize the City Manager to execute the Memorandum of Agreement (MOA) for the South Sound Military & Communities Partnership (SSMCP).

DISCUSSION: The SSMCP has received three years of support for its activities from grant funding provided by the Department of Defense’s Office of Economic Adjustment. As federal funding for the SSMCP has declined, the organization has expressed interest in restructuring to rely more on local contributions from member governments and other regional stakeholders. Pursuant to our role as a key member of the Partnership, the City has been asked to update and revise the 2011 MOA to recognize the leadership role that Lakewood holds on the SSMCP. The 2014 MOA formalizes Lakewood’s leadership role on the Executive Leadership Team and establishes objectives for future efforts to coordinate activities between local agencies, governments and the Department of Defense.

ALTERNATIVE(S): The Council could direct the City Manager to re-negotiate the MOA or to decline participation in the Executive Leadership Team, but this would put the current MOA status in jeopardy. Federal funding for the SSMCP runs out on December 31, 2013.

FISCAL IMPACT: The Memorandum of Agreement outlines three different levels of participation for the SSMCP: general membership; Steering Committee; and Executive Leadership Team. Consistent with the City’s role and commitment to this effort, the City would contribute \$50,000 toward the 2014 SSMCP budget.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	



MEMORANDUM OF AGREEMENT

This agreement is made between the undersigned parties and hereto it is agreed as follows:

I. Establishment:

This Memorandum of Agreement (MOA) establishes the structure, roles and responsibilities of the South Sound Military & Communities Partnership (SSMCP, or the Partnership). This MOA is built upon a previous MOA dated May 1, 2011 and supersedes that document.

II. Purpose:

The Partnership provides a framework for collaboration in the south Puget Sound region between local governments, military installations, State agencies, and Federal agencies to better coordinate efforts in areas such as: military relations; transportation and land use planning; environmental protection; emergency preparedness; data coordination; funding requests (e.g., grant applications); health care coordination; population forecasting; workforce development; education; housing; community development; economic development; and other issues that may arise. The Partnership provides actionable recommendations to regional leaders on initiatives, programs, and topics that strengthen the role that Joint Base Lewis-McChord (JBLM), the National Guard, and Reserves play in America's defense strategy and the economic health and vitality of the region and the State of Washington. The Partnership:

- a. Focuses on the intersection of issues between local governments and the military community, engaging the support of the business, healthcare, education, workforce development, and social services communities;
- b. Assists in the coordination of governmental efforts so that all citizens of the community can receive the full benefits of the economic, civil, commercial, cultural, and educational opportunities presented to them, and so that the impact of the military community will be fairly shared;
- c. Promotes the general welfare of the region;
- d. Acts on behalf of the members as the regional organization recognized by the Federal government for applying for community assistance and grants related to mission changes and/or growth at JBLM and Camp Murray; and
- e. Acts as the regional representative of the member governments to coordinate with JBLM and Camp Murray regarding the ability of each installation to accomplish its current and future projected mission.

III. Objectives:

1. Work collaboratively to create, expand, and improve opportunities to collect and disseminate information and best practices that address the challenges of the local communities, residents, businesses, and military installations in our region to succeed in meeting their own needs without preventing the others from meeting their needs, both now and in the future. Specifically:

- a. Coordinate and provide recommendations to the region's leaders to remedy and protect JBLM from encroachment or other initiatives that could result in degradation of or restriction to military operations on or based out of JBLM.
- b. Notify the local military installations of development proposals or other projects in the surrounding communities that may impact military operations.
2. Coordinate with commanders, communities, and State and Federal agencies on affairs that affect the installation and may require State coordination and assistance.
3. Serve as a "single point of contact" to ensure that communities, the military, Washington State's congressional delegation, and other Federal agencies, as appropriate, are fully aware of activities likely to result in impacts or benefits to the region.
4. Support efforts by agencies and service providers in the region to implement the recommendations and strategies of the 2010 JBLM Growth Coordination Plan (GCP), which include:
 - a. A sound infrastructure system, adequate housing and education, and transition support into Pierce and Thurston county workforces for military members and their families, military retirees, and veterans;
 - b. Support for economic development organizations and initiatives that focus on leveraging the military and related business opportunities to help create jobs and expand defense and homeland security related economic development activity in the South Sound.
5. Adopt processes, similar to those already in place for artillery firing notices, to ensure that the military installations provide timely advance notification of operations which are likely to impact other partner members, and that other partner members provide the same courtesy to the military installations.
6. Discuss and potentially act upon other issues or matters that the SSMCP deems essential to fulfilling its purpose.

IV. Responsibilities:

1. Maintain a vision, organizational structure, brand, and a Work Plan for the Partnership consistent with the recommendations and strategies identified in the GCP and subsequent documents.
2. Form Working Groups (WG) that support the Partnership and the implementation of the recommendations in the GCP. Consider stakeholders involved in the ten Expert Panels of the GCP effort for these working groups, but also be open to new stakeholders.
3. Develop and commit to a schedule of regular meetings for the Partnership and the WGs.
4. Hold an annual forum open to all members that includes speakers from JBLM and regional stakeholders to share news; report on major changes at JBLM and in local jurisdictions; discuss progress on GCP strategies and other plans; network; recognize outstanding service; and celebrate new partnerships and programs.
5. Formalize a method for data sharing between JBLM and the surrounding communities which would include the most recent military related population changes, including incoming personnel, deployments, Department of Defense (DoD) civilian operations, and construction projects.
6. Develop periodic memoranda, schedules or press releases to share with members regarding expansion/contraction of JBLM personnel, mobilization, and deployment.
7. Support information-sharing with state and federal legislative bodies.
8. Accept an active role to ensure that GCP-related recommendations are funded and sustained through the foreseeable future.

V. Membership:

To ensure efforts of the Partnership are planned, coordinated, and implemented with a focus on outcomes, the structure of the SSMCP is as follows:

1. **General Membership.**

Role: The primary role of the general membership is to provide expertise, perspective and guidance to the Steering Committee on specific topics that promote the objectives of the SSMCP. Members will gather at least annually (more often, if necessary) to share best practices and receive information on changes at JBLM and Camp Murray, and in adjacent communities. They will also be encouraged to share their insights on existing conditions and growth trends; assist in the development of the GCP implementation; and to review any studies, products, and other information developed by staff. Working Groups (WG) will be established based on the strategies outlined in the GCP and on other topics of interest within the SSMCP membership. Each WG will select a spokesperson/chair that will serve on the Steering Committee to represent their strategy area/topic of interest. WG chairs will be expected to report on GCP strategy progress, and may also take new initiatives to the Steering Committee for consideration as part of the Partnership's annual work plan. The WGs already established include Transportation & Infrastructure (TI), Business & Development (BD), Social Services (SS), and Healthcare (HC).

Participants: The Partnership is open to any person, association, group, or organization having an interest in the purpose and objectives of the SSMCP and will be considered a member upon payment of the annual dues established by the Steering Committee. The Partnership is intended to be as inclusive as necessary to address the numerous topical areas covered in the GCP.

2. **Executive Leadership Team.**

Role: The Executive Leadership Team (ELT) is operational in nature, overseeing the day-to-day work of Partnership staff, activities and budget and serving as a sounding board for staff on emerging issues, problems, and initiatives that may occur during the interval between meetings of the full Steering Committee. The ELT is structured to promote timely and manageable communication and coordination between leadership and staff.

3. **Steering Committee.**

Role: The Steering Committee (SC) is the foundation of the Partnership and the members are committed to remaining actively involved in the Partnership moving forward. The SC provides broad oversight to the implementation of the recommendations, strategies and action items outlined in the GCP and subsequent documents. The Committee coordinates the work of assigned staff with members of the Partnership, helps develop an annual work plan to implement GCP strategies, approves the annual work plan, authorizes the annual budget, and is committed to ensuring that the SSMCP remains sustainable and has high value for the region. Finally, the SC is responsible for authorizing the creation of WGs that reflect the needs, opportunities and intersection of military and community issues. Regular members will typically represent the local military installations, local and state governments, and affected service districts in the region. The SC shall meet as necessary, but not less than quarterly, in order to coordinate the activities of assigned staff and clarify issues, formulate strategies, and propose action plans.

4. **Elected Officials Council.**

Role: The current Elected Officials Council (EOC) role and structure will be maintained to continue advocating for military issues of mutual concern in the south Puget Sound region.

Participants: All elected leaders within Pierce and Thurston Counties, the surrounding cities and legislative districts are invited to attend EOC meetings, but a single representative from each governmental body is requested to represent their interests on the EOC. The EOC would continue

to be convened by the Mayor of Lakewood, the Pierce County Executive, and the Chair of the Thurston County Commissioners 2-3 times annually to receive updates on military and community issues, review the annual work plan, coordinate legislative strategies, and suggest outreach efforts to maintain a high level of visibility for these priorities. EOC meetings will conform to the Open Public Meetings Act of the State of Washington, 42.30 RCW.

VI. Funding:

There is a financial commitment required to participate in the Partnership. To ensure smooth and continuous operations through over time, it is desirable to structure for maximum financial stability. To that end, the dues for ELT and SC members are set based on the funds needed for pay, benefits, and program overhead for two full-time SSMCP staff members to focus on the work plan priorities established by the SC. Costs are also expected to include operations and administration, consultant efforts, and the commissioning of special studies as well as other activities as approved by the Steering Committee. Each year, in conjunction with preparation of the Annual Work Plan and Budget, dues will be calculated based on a methodology agreed to by a majority of the combined ELT and SC members. This commitment is outlined in Appendix A of this Agreement.

VII. Formation of Subcommittees:

The Partnership may be supported by technical experts, advisors, and community staff and leadership in various agency, jurisdictional, non-profit, and institutional capacities. Subcommittees will be formed by action of the SC as necessary to carry out the specific recommendations and strategies of the GCP.

VIII. Review/Changes:

The signatories (or their successors) will review this MOA periodically, but no less than annually. Proposed changes to this MOA will be in writing and shall be subject to approval in any event by the signatories or their successors.

IX. Effective Date and Termination:

This Agreement is effective when signed and shall remain in effect until terminated by a majority of the Steering Committee members in good standing. Any member partner may terminate its membership in the Partnership by providing no less than 30 days written notice to the Partnership of the desired termination date.

X. Indemnification:

Each Party shall defend, indemnify and hold each other harmless from any and all claims, demands, suits, actions, judgments, recoveries, liabilities, penalties, costs and expenses, including, but not limited to reasonable attorneys' fees, resulting from damage or bodily injury, including death, to the extent caused by a Party's breach of this Agreement or the negligent actions or omissions of that Party, or its employees, agents, or officers, elected or appointed. The foregoing indemnity specially covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this Section. The indemnification obligation provided in this section shall survive the expiration or earlier termination of this Agreement for the duration of any applicable statute of limitations.

XI. Effect of Agreement:

This MOA is an internal agreement and does not confer any rights upon any individual or other entity. This MOA sets forth mutual goals and approaches. This MOA is not intended to create any rights, benefits, or other responsibilities, either substantive or procedural, nor is it enforceable as law or equity by a party against the U.S., its agencies, its officers, or any other person.

Nothing in this MOA shall obligate members to expend other monies or enter into any contract or other obligation. Nothing in the MOA shall be interpreted as limiting, superseding, or otherwise affecting the Parties' normal operations or decisions in carrying out their statutory or regulatory duties. This MOA does not limit or restrict members from participating in similar activities or arrangements with other agencies.

Signed, dated and acknowledged:

City of DuPont	Tacoma - Pierce County Chamber of Commerce
City of Lacey	Tacoma - Pierce County Health Department
City of Lakewood	Thurston County
City of Tacoma	Thurston Regional Planning Council
City of Yelm	United Way of Pierce County
Joint Base Headquarters, Joint Base Lewis-McChord	Washington Military Department, Camp Murray
Pierce County	Washington State Department of Transportation

EXHIBIT A

Membership and Annual Financial Commitment

The Executive Leadership Team (ELT) will be comprised of the following members:

1. City of Lacey
2. City of Lakewood
3. Pierce County
4. Joint Base Lewis-McChord Headquarters (advisory only)

The chief appointed official from each of the local governments will represent their jurisdiction on the ELT. JBLM will be represented by the Joint Base Commander (JBC) and/or his Chief of Staff. ELT members will also be members of the Steering Committee, and on an annual rotating basis (or other arrangement) each member of the ELT will serve as chair of the Steering Committee at the regular monthly meeting.

The Steering Committee (SC) will be comprised of regular members and Working Group (WG) Chairs. Regular members will consist of government representatives from the following:

1. City of DuPont
2. City of Tacoma
3. City of Yelm
4. Nisqually Tribe
5. Joint Base Lewis-McChord Headquarters
6. Thurston Regional Planning Council
7. Washington Military Department (Camp Murray)

The chief appointed official from each of the local governments will represent their jurisdiction on the SC.

The SC will also include a representative from each of the Working Groups (WG) that comprises the numerous public and private sector interests in our region. The WG chairs will be the chief appointed officials or their designees from the following:

1. Tacoma-Pierce County Chamber (as Chair of the Business and Development WG)
2. United Way of Pierce County (as Chair of the Health and Social Services WG)
3. Washington State Department of Transportation (as Chair of the Transportation WG).
4. If needed, other WG will be formed at the request of the SC, and Chairs will be appointed accordingly.

Financial Commitments

Financial commitments are tiered based on level of involvement, as follows:

1. Executive Leadership Team (ELT): City of Lacey \$20,000, City of Lakewood \$50,000, Pierce County \$50,000.
2. Steering Committee: \$6,500 annually unless this amount is prohibited by law, regulation, or local policy.
3. Working Group (WG) Chairs may be from nongovernmental entities. Their contribution will each be \$2,500 annually for as long as they actively chair a WG.
4. General Members: General member dues are \$500 annually.

Membership costs may be reduced through in-kind donations with advance approval of the majority of SC members in good standing. An example of an acceptable in-kind donation is staff time dedicated to SC Work Plan priorities that is significantly above and beyond that expected of all SC members in their role on the SC.

The City of Lakewood will act as the fiduciary agent for the SSMCP and will be responsible for invoicing the members pursuant to this agreement.

Invoicing

After signature, members will be invoiced for 2014 membership fees. Membership fee payment that is not received by February 1, 2014 will be considered late and will suspend the member's meeting attendance and voting privileges. A member's good standing will be reinstated upon receipt of the full membership fee.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: December 2, 2013	TITLE: Department of Ecology Supplemental Statewide Stormwater Grant, Agreement # G1400383	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2013-63 — OTHER
REVIEW: December 2, 2013	ATTACHMENTS: Grant Agreement Project Vicinity Map	

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 Supplemental Statewide Stormwater Grant, Agreement # G1400383. The agreement sets the terms and conditions of the \$300,000 grant for the retrofit of up to 15 neighborhood stormwater outfalls that drain into various water bodies in Lakewood.

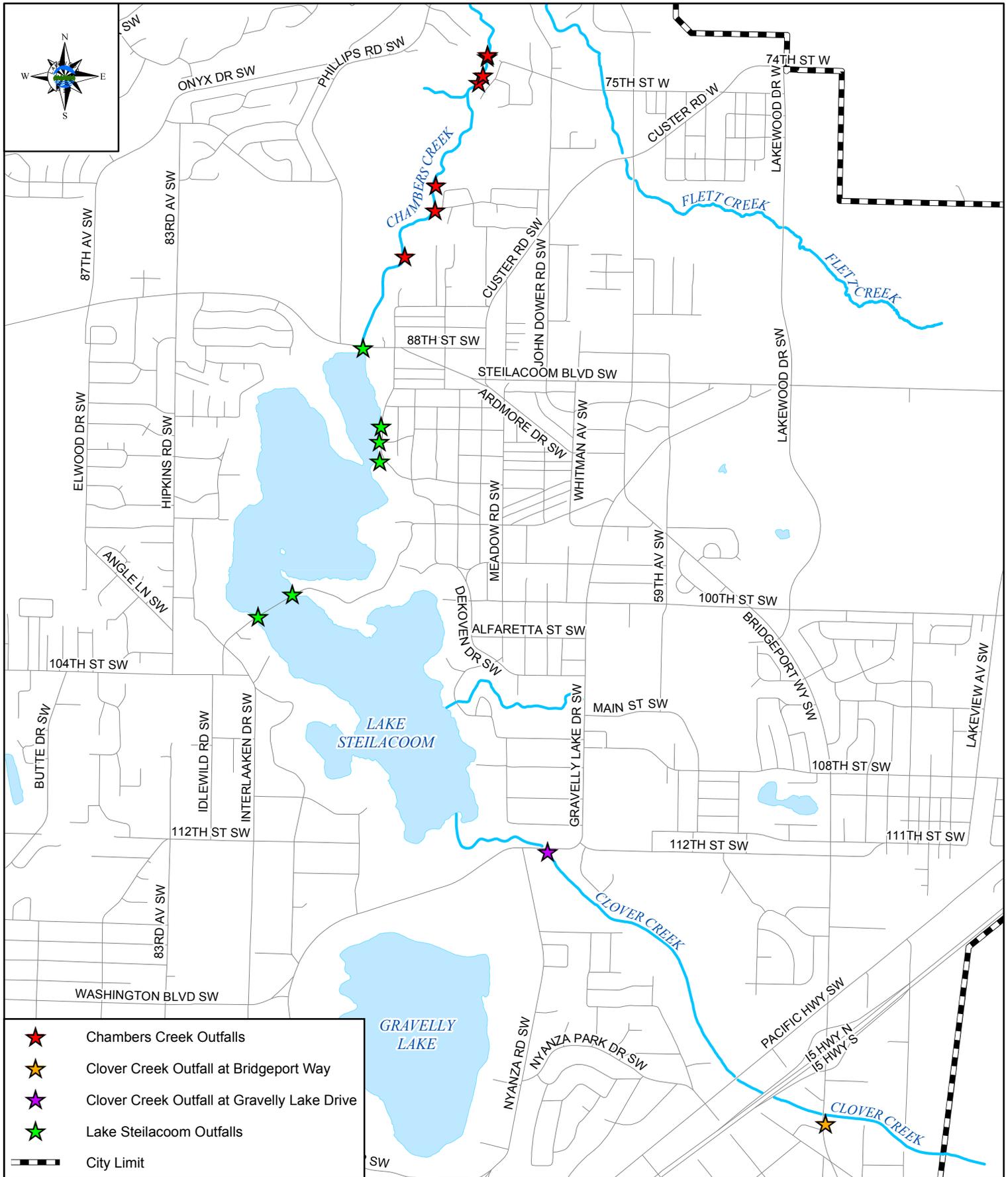
DISCUSSION: The project consists of retrofitting up to 15 stormwater outfalls with mechanical or biological systems that are effective at removing pollutants from stormwater runoff. The outfalls drain into Clover Creek, Steilacoom Lake, and Chambers Creek. The City has previously retrofitted a number of larger outfalls with similar systems. The anticipated project schedule is as follows:

Preliminary Design:	January - February 2014
Final Construction Documents:	March 2014
Advertise & Award:	April - May 2014
Construction:	June – September 2014

ALTERNATIVE(S): An alternative would be to decline executing this grant agreement. The project is otherwise funded in the 2014 SWM – 401 budget.

FISCAL IMPACT: The match requirement for this grant is 25% or \$100,000, which would be paid for from the SWM – 401 fund.

_____ Prepared by _____ Department Director	 _____ City Manager Review
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City-Wide Outfall Water Quality Project

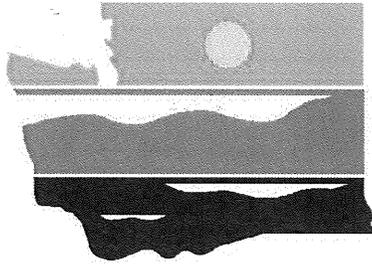
Vicinity Map

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Map Date: June 12, 2013

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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.



DEPARTMENT OF
ECOLOGY
 State of Washington

**FY 2012 SUPPLEMENTAL STATEWIDE STORMWATER GRANT PROGRAM
 FUNDING AGREEMENT
 BETWEEN
 THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
 AND
 CITY OF LAKEWOOD
 GRANT AGREEMENT NUMBER
 G1400383**

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FY 2012 SUPPLEMENTAL STATEWIDE STORMWATER GRANT PROGRAM
Funding Agreement
Between
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF LAKEWOOD

THIS is a binding agreement 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, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

Project Title:	City-wide Outfall Water Quality Retrofits
Grant Number:	G1400383
State Fiscal Year:	FY 2014
Total Project Cost:	\$400,000
Total Eligible Cost:	\$400,000
DEPARTMENT Share:	\$300,000
RECIPIENT Share:	\$100,000
DEPARTMENT Maximum Percentage:	75 %

RECIPIENT Information

RECIPIENT Name:	City of Lakewood
Mailing Address:	6000 Main Street SW Lakewood, WA 98499
Federal Taxpayer ID Number:	91-1698185
PROJECT Manager:	Greg Vigoren
Email Address:	gvigoren@cityoflakewood.us
Phone Number:	253-983-7795
PROJECT Financial Officer:	DJ Lietzau
Email Address:	dlietzau@cityoflakewood.us
Phone Number:	253-983-7795

DEPARTMENT Contact Information

Project Manager:

Email Address:

Phone Number:

Christina Curtiss

ccur461@ecy.wa.gov

360-407-0246

Project Engineer:

Email Address:

Phone Number:

Daniel S. Gariepy, P.E.

daga461@ecy.wa.gov

360-407-6470

Address:

Northwest

WA State Department of Ecology
Northwest Regional Office
3190 160th Ave SE
Bellevue, WA 98008-5452
Fax (425) 649-7098

Southwest

WA State Department of Ecology
Southwest Regional Office
P.O. Box 47775
Olympia, WA 98504-7775
Fax (360) 407-6305

Bellingham

WA State Department of Ecology
Bellingham Field Office
1440 10th Street, Suite 102
Bellingham, WA 98225
Fax (360) 715-5225

Central

WA State Department of Ecology
Central Regional Office
15 West Yakima Ave, Suite 200
Yakima, WA 98902-3452
Fax (509) 575-2809

Eastern

WA State Department of Ecology
Eastern Regional Office
N. 4601 Monroe
Spokane, WA 99205-1295
Fax (509) 329-3570

Headquarters

WA State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600
Fax (360) 407-6426

Financial Manager:

Email Address:

Phone Number:

Fax Number:

Address:

Sean Mellon

sean.mellon@ecy.wa.gov

360-407-6570

360-407-7151

WA State Department of Ecology
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

CHECK ALL THAT APPLY:

- FY 2012 Supplemental Statewide Stormwater Grant Funds (state funds): Yes
Amount: \$300,000, Funded with Local Toxics Control Account – State
- Increased Oversight? Yes No

The effective date of this agreement is the **August 2, 2013**.

This agreement expires: **June 30, 2015**.

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): June 30, 2018

PART II. PROJECT SUMMARY

This project will address water quality for the state of Washington. This project will retrofit existing stormwater outfalls with pretreatment devices that will improve the quality of stormwater runoff in the Chambers - Clover watershed and Steilacoom Lake.

PART III. PROJECT BUDGET

City-wide Outfall Water Quality Retrofits		
TASKS/ELEMENTS	TOTAL PROJECT COST	**TOTAL ELIGIBLE COST (TEC)
1 - Project Administration/Management	\$10,000	\$10,000
2 - Design Plans and Specifications	\$20,000	\$20,000
3 - Construction Management	\$10,000	\$10,000
4 - Construction	\$360,000	\$360,000
Total	\$400,000	\$400,000
** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		
MATCHING REQUIREMENTS		
DEPARTMENT Share: maximum 75% of TEC		\$300,000
RECIPIENT Share: minimum 25% of TEC		
Cash		\$100,000
Other types of in-kind, such as volunteer work are not eligible		

PART IV. PROJECT GOALS AND OUTCOMES

- A. Financial Assistance Water Quality Project Goals: The overall goals of this project are focused on the protection of Chamber Creek, Clover Creek and Steilacoom Lake and include one or more of the following:
- Stormwater System Retrofit
 - Low Impact Development Best Management Practices (BMP)
 - Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.
- B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project.
1. Remove pollutants from stormwater runoff before it reaches the selected outfalls.
- C. Performance Items and Deliverables: The following are the anticipated action items that will play an integral role in implementation of the project.
1. Prioritize stormwater outfalls for retrofit.
 2. Retrofit existing stormwater outfalls with pretreatment devices.

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); 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. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Required Performance:

1. Administer and manage the project and records.

2. Submit all required requests for reimbursement and corresponding backup documentation, progress reports, 2-page Project Outcomes Summary, and recipient Final Report and performance items, in a timely manner.

Task 2 – Design Plans and Specifications

- A. The RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.
- B. During the planning and design stage and prior to any ground disturbing activities, the RECIPIENT will submit to the DEPARTMENT's Project Manager one of the following:
 - a. If Cultural Resources Review (Executive Order 05-05) is complete, a copy of the letter of concurrence from the Department of Archaeology and Historic Preservation (DAHP) and correspondence from any tribes.
 - b. If Cultural Resources Review (Executive Order 05-05) is not complete, the RECIPIENT will submit a DAHP EZ-1 form to the DEPARTMENT's Project Manager to initiate review of project activities by DAHP and tribal governments.
- C. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT for review. At its discretion, the DEPARTMENT may request 60 percent complete design plans for review. Based on receipt of the Pre-design report or the 60 percent complete design plans, the DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The RECIPIENT agrees to respond to the DEPARTMENT's comments prior to project construction. The DEPARTMENT reserves the right to refuse payment for project elements that are inconsistent with the appropriate design criteria and grant requirements.
- D. Prior to advertising for contractor bids, the RECIPIENT will submit two hard copies and one digital copy of the final plans and specifications to the DEPARTMENT's Project Manager for review. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements. The RECIPIENT must justify significant deviations from the following:
 1. The appropriate guidance manual below depends on the region that your project is conducted:
Stormwater Management Manual for Western Washington (SWMMWW), can be found at:
<http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or the
Low Impact Development Technical Guidance Manual for Puget Sound found at: http://www.psp.wa.gov/downloads/LID/LID_manual2005.pdf, or equivalent design manuals.

2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
 3. Good engineering practices and generally recognized engineering standards.
 4. The project pre-design report.
- E. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal to the DEPARTMENT.
- F. The RECIPIENT will prepare and submit a projected construction schedule to the DEPARTMENT.
- G. The RECIPIENT will submit to the DEPARTMENT a current, updated construction cost estimate and updated project schedule, along with each plans and specifications submittal.
- H. The RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be legible.

Required Performance:

1. Submit a copy of the signed and dated SEPA determination to the DEPARTMENT.
2. Submit a copy of either: 1) Letter of Concurrence from DAHP; or, 2) the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.
3. Submit a Pre-design report to the DEPARTMENT.
4. Submit final plans and specifications to the DEPARTMENT, which includes the DEPARTMENT's Bid Specification Clauses inserts found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Task 3 – Construction Management

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to the DEPARTMENT before the start of construction. This plan must describe how adequate and competent construction oversight will be performed.
- C. The RECIPIENT will submit a construction schedule to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the construction schedule to the DEPARTMENT with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to the DEPARTMENT.

- D. Prior to execution, the RECIPIENT will submit eligible change orders that are a significant deviation from the DEPARTMENT reviewed plans and specifications in writing for DEPARTMENT review and approval for payment. All other change orders must be approved by the DEPARTMENT for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to the DEPARTMENT for approval.
- E. The RECIPIENT will maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance plan for the stormwater treatment and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The operation and maintenance plan must also address long term activities to assure ongoing pollutant removal and flow-control capability of the project. (See the *Stormwater Management Manual for Western Washington Volume 5, Section 4.6*).
- F. Upon completion of construction, the RECIPIENT will provide to the DEPARTMENT's Project Manager a Stormwater Construction Completion Form signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion form can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Required Performance:

- 1. Submit the project construction quality assurance plan to the DEPARTMENT.
- 2. Submit the construction schedule to the DEPARTMENT.
- 3. Submit an Operations and Maintenance plan to the DEPARTMENT.
- 4. Submit the signed and dated Stormwater Construction Completion Form to the DEPARTMENT.

Task 4 – Construction

- A. The RECIPIENT will, in accordance with the DEPARTMENT reviewed plans and specifications, prioritize and retrofit stormwater outfalls with a General Use Level Designation (GULD) pretreatment device.
- B. The RECIPIENT will submit to the DEPARTMENT's Project Manager a copy of the construction contract within 30 days of execution.

Required Performance:

- 1. Submit a copy of the bid documents (e.g. bid announcement, bid award, bid tabulations) to the DEPARTMENT.
- 2. Submit a copy of the construction contract to the DEPARTMENT.
- 3. Prioritize stormwater outfalls for retrofit.
- 4. Retrofit priority stormwater outfalls with a GULD pretreatment device.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Adjusted Construction Budget. The construction budget, as reflected in the agreement, will be adjusted once actual construction bids are received.

If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve, if funding is available and through formal amendment to this agreement, funding increases for up to ten percent of the engineer's original estimate.

If the low responsive responsible construction bid(s) come in lower than the engineer's estimate of construction costs, the DEPARTMENT may reduce the grant amount.

- B. Change Orders. If funding is available, the DEPARTMENT may approve, through formal amendment to this agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).
- C. Documents for Review. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- D. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.
- E. Use of Force Account. In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.

PART VII. ALL WRITINGS CONTAINED HEREIN

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.
- 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" (Yellow Book).
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable 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.

IN WITNESS WHEREOF, the parties hereby sign this agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF LAKEWOOD

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

JOHN J. CAULFIELD DATE
CITY MANAGER

Approved As To Form:
Office of the Attorney General

ATTEST:

By: _____
Alice M. Bush, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Heidi Ann Wachter, City Attorney

**ATTACHMENT I: General Project Management Requirements
for the FY 2012 Supplemental Statewide Stormwater Grant 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.

B. 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.

C. 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.

D. 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.
- 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.

E. 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 H (F-21)
Form D (ECY 060-11)	Form I (ECY 060-15)

F. 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.

G. 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.

H. 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

I. 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.
-

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.

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.

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.

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