

December 6, 2013

Don Anderson  
Mayor

Jason Whalen  
Deputy Mayor

Mary Moss  
Councilmember

Michael D. Brandstetter  
Councilmember

John Simpson  
Councilmember

Marle Barth  
Councilmember

Paul Bocchi  
Councilmember

John J. Caulfield  
City Manager

## NOTICE

### LAKWOOD CITY COUNCIL RETREAT

Notice is hereby given that the Lakewood City Council will be holding a Retreat on Saturday, December 14, 2013, at 9:00 a.m., at Lakewood City Hall, Executive Conference Room 3A, 6000 Main Street SW, Lakewood, Washington.

The purpose of the Retreat is to review the 2013-2014 City Council goals and priorities and any other such business that may come before the Council.

Alice M. Bush, MMC  
City Clerk

*Executive Conference Room 3A is accessible to persons with disabilities. 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.*



## LAKEWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, December 9, 2013

7:00 P.M.

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

Page No.

### Call to Order

### Items for Discussion:

- ( 1) 1. Third Quarter Police Department Report. - (Memorandum)
- (10) 2. Review of proposed petty cash fund amendments. - (Memorandum)
- (12) 3. Review of proposed Ft. Steilacoom Park lease transfer. - (Memorandum)

### Briefing by the City Manager

### Items Tentatively Scheduled for the December 16, 2013 Regular City Council Meeting:

- 1. Item Nos. 2 and 3 above.
- 2. Third Quarter Financial Report.
- 3. Appointing individuals to serve on the Human Services Funding Advisory Board through December 31, 2016. - (Motion - Regular Agenda)
- 4. Appointing individuals to serve on the Landmarks and Heritage Advisory Board through December 31, 2016. - (Motion - Regular Agenda)
- 5. Adopting the proposed 2013-2014 biennial budget amendments. - (Ordinance - Regular Agenda)

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<http://www.cityoflakewood.us>

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

6. Authorizing the Tacoma Housing Authority to operate in the Lakewood city limits to acquire, construct and operate the Prairie Oaks Homeless Housing and Client Services Center Project at 8954, 8956 and 8960 Gravelly Lake Drive SW. (Resolution - Regular Agenda)

### **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 9, 2013 – December 14, 2013**

Date	Time	Meeting	Location
December 9	5:30 P.M.	Parks and Recreation Advisory Board	Lakewood City Hall 1 <sup>st</sup> Floor, Conference Room 1D
	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 3rd Floor, Executive Conference Room 3A
	7:30 A.M.	Coffee with the Mayor	St. Clare Hospital Resource Center 4908 112 <sup>th</sup> Street SW
December 11	No Meetings Scheduled		
December 12	7:30 A.M.	Lakewood's Promise Advisory Board	Lakewood City Hall 3rd 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 <sup>rd</sup> Floor
December 13	No Meetings Scheduled		
December 14	9:00 A.M.	City Council Retreat	Lakewood City Hall 3rd Floor, Executive Conference Room 3A

**TENTATIVE MEETING SCHEDULE**  
**December 16, 2013 – December 20, 2013**

Date	Time	Meeting	Location
December 16	6:00 P.M.	Youth Council	Clover Park School District Student Services Center, Room 18
	7:00 P.M.	City Council	Lakewood City Hall Council Chambers
December 17	No Meetings Scheduled		
December 18	6:30 P.M.	Planning Advisory Board	Lakewood City Hall Council Chambers
December 19	No Meetings Scheduled		
December 20	No Meetings Scheduled		

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



To: Mayor and City Councilmembers  
From: Assistant Chief Michael Zaro  
Through: John J. Caulfield, City Manager   
Date: December 9, 2013  
Subject: Police Department 3<sup>rd</sup> Quarter Overview and Update

The Study Session scheduled for 12-9-13 will include a presentation on the Police Department. The presentation will provide a general overview of the department for the education of the new councilmember as well as a refresher for current members. The overview will describe the structure of the department, partnerships we are involved in, and a brief description of some of our community connections.

In addition to the overview, I will provide some basic statistics from our 3<sup>rd</sup> quarter. The statistics include the number of calls for service and arrest. I will also provide recent issues we are facing as a department and be available to answer any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read "Michael Zaro".

Michael Zaro  
Assistant Chief of Police

# Lakewood Police Department

## LPD 3<sup>rd</sup> Quarter Overview and Updates

# Structure

- Chief
- Assistant Chief
- 5 Lieutenants
- 14 Sergeants
- 80 Officers and Detectives
- 9 Limited Commission Officers
  - ACO, CSO, CCO
- 10 Civilian Staff

# Services

- **Patrol Response**
- **Investigations**
- **Traffic Enforcement**
- **Forensic Services**
- **Marine Services**
- **SWAT**
- **Narcotics and Tracking K9**
- **Animal Control**
- **Neighborhood Policing**

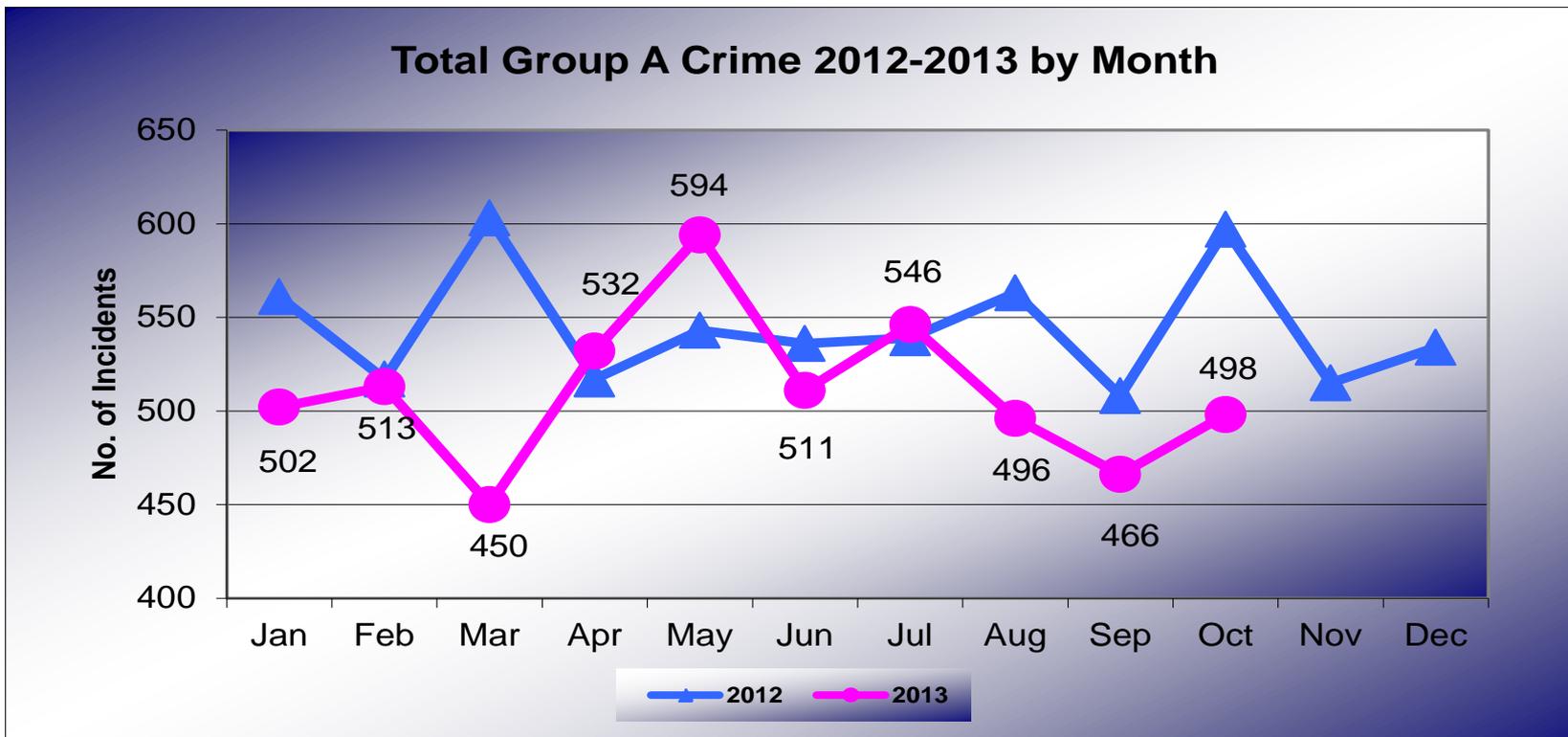
# Partnerships

- **Cooperative Cities**
  - **SWAT, Crime Response Unit, Major Collision Response**
- **FBI Violent Crimes Task Force**
- **FBI Innocence Lost Task Force**
- **DEA Task Force**
- **WSP Missing and Exploited Persons Task Force**
- **WATPA Task Force**
- **Criminal Justice Training Commission**
- **Western State Hospital**
- **Greater Lakes Mental health**

# Community Connections

- **Making a Difference Fund**
  - **Holiday meals and Shop With a Cop**
- **Communities In Schools Mentor Program**
- **SRO program**

# Total Person, Property and Society Crimes



NIBRS count as of Nov 22, 2013

<u>2012</u>	<u>2013</u>
*YTD: 5782	*YTD: 5402



\*YTD 2013 reflects the current accumulation of crime data from Jan thru Dec. This is a dynamic, ever changing data set.



## NIBRS Report October 2013

\*YTD 2012 and YTD 2013 Reflect the current accumulation of crime data from January through the month of this report for each year. This is a dynamic, ever changing data set.

GROUP A OFFENSES		Oct-2012	Oct-2013	YTD 2012*	YTD 2013*	Yearly Percentage of Change
Person Crimes	TOTAL ASSAULT	113	109	1113	1106	-0.63%
	TOTAL HOMICIDE	1	0	2	1	-50.00%
	KIDNAPPING	2	3	30	19	-36.67%
	TOTAL SEX (FORCIBLE)	2	10	94	76	-19.15%
	TOTAL SEX (NON FORCIBLE)	0	1	10	3	-70.00%
	COURT ORDER VIOLATIONS*	31	19	244	235	-3.69%
	<b>TOTAL</b>	<b>118</b>	<b>123</b>	<b>1249</b>	<b>1205</b>	<b>-3.52%</b>
Property Crimes	ARSON	4	1	10	14	40.00%
	BRIBERY	0	0	0	0	**
	BURGLARY	63	35	585	544	-7.01%
	COUNTERFEITING	8	3	95	91	-4.21%
	VANDALISM	94	80	911	810	-11.09%
	EMBEZZLEMENT	0	0	0	1	**
	EXTORTION	1	0	5	2	-60.00%
	TOTAL FRAUD	21	19	194	216	11.34%
	TOTAL LARCENY	182	156	1741	1562	-10.28%
	MOTOR VEHICLE THEFT	26	17	179	164	-8.38%
	ROBBERY	13	7	90	79	-12.22%
	STOLEN PROPERTY	10	5	85	119	40.00%
	<b>TOTAL</b>	<b>422</b>	<b>323</b>	<b>3895</b>	<b>3602</b>	<b>-7.52%</b>
Society Crimes	TOTAL DRUG	41	44	500	477	-4.60%
	TOTAL GAMBLING	0	0	0	0	**
	PORNOGRAPHY	0	0	9	3	-66.67%
	TOTAL PROSTITUTION	8	3	58	24	-58.62%
	WEAPON LAW VIOLATIONS	8	5	71	91	28.17%
<b>TOTAL</b>	<b>57</b>	<b>52</b>	<b>638</b>	<b>595</b>	<b>-6.74%</b>	
<b>TOTAL GROUP A OFFENSES*</b>		<b>597</b>	<b>498</b>	<b>5782</b>	<b>5402</b>	<b>-6.57%</b>

\*Total of Group A Offenses excludes Court Order Violations

# Current Issues

- **Mental Health and homelessness**
- **Jail**
- **Metal Theft**
- **Marijuana Legalization**



To: Mayor and City Councilmembers

From: Tho Kraus, Assistant City Manager/Administrative Services

Through: John J. Caulfield, City Manager

Date: December 3, 2013

Subject: Petty Cash Funds

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**BACKGROUND:**

The City Council authorized a General Fund Petty Cash Fund in the amount of \$400.00 on November 13, 1995 via Ordinance 95-10. An amendment to this ordinance will be coming before Council on December 16<sup>th</sup> to increase the current \$400.00 fund to \$1,000.00 and to establish two additional petty cash funds of \$1,000.00 each for a total of three petty cash funds totaling \$3,000.00.

The purpose of the increase in the number of petty cash funds and the higher authorized amount is to create a more efficient and cost effective manner in which to operate city finances.

**PETTY CASH FUNDS AND DEPARTMENT/LOCATION:**

The three petty cash funds will be allocated as follows:

- \$1,000.00 to Public Works Department, located at the O&M facility
- \$1,000.00 to Police Department, located at the Police facility
- \$1,000.00 to Finance Department, located at the City Hall facility

The custodian of each petty cash fund will be designated in writing by their respective department director.

**POLICY & PROCEDURES:**

The Assistant City Manager/Administrative services will review and amend the current policy and procedures as necessary to implement the additional petty cash funds including but not limited to:

- Custodian must ensure cash is kept in a secure place, such as a locked drawer.

- Whenever disbursements are made, the fund must be replenished at least monthly. The replenishment will be subject to the same review and approval as processed invoices.
- No receipts may be deposited to the fund other than approved replenishments and increases to the Council authorized petty cash fund amounts.
- The fund may never be used for personal cash advances or loans.
- Funds may never be used to provide check-cashing services for employees or others.
- Whenever an individual's appointment as custodian is terminated, the fund must be replenished and the imprest amount turned over to the designated finance staff.

**NEXT STEP:**

The proposal and recommendation to Council on December 16<sup>th</sup> is to approve the ordinance authorizing the increase of the existing petty cash fund from \$400.00 to \$1,000.00 and establishing two additional petty cash funds of \$1,000 each for a total of three petty cash funds totaling \$3,000.00.

Additionally, we will be reviewing all existing imprest funds to determine whether the appropriate processes for establishing the funds were followed and update Council accordingly.



To: Mayor and City Councilmembers

From: Mary Dodsworth, Director

Through: John J. Caulfield, City Manager

Date: December 9, 2013

Subject: Fort Steilacoom Park Lease Transfer

Attachments: Voluntary Lease Assignment, Assumption and Consent Agreement  
Amendment to Interlocal Agreement for Operations and Management  
of Fort Steilacoom Park

Background: Fort Steilacoom Park is over 330 acres in size and located in the northwest corner of Lakewood. The site is owned by the State of Washington, leased by Pierce County and managed and maintained by the City of Lakewood through an interlocal agreement with Pierce County.

- The land was originally controlled by the Department of Institutions (now known as the Department of Social and Health Services - DSHS).
- In 1966 DSHS authorized the Department of Natural Resources (DNR) to manage the leasing of certain state lands.
- In 1970 DNR leased the land, now known as Fort Steilacoom Park (FSP), to Pierce County. This annual lease rate is \$1,500 per year and the lease expires in 2025.
- In 2011 DNR assigned the lease management responsibilities back to DSHS which is now our point of contact regarding FSP lease issues.
- In 2006 the City and County signed an interlocal agreement which allowed the City to manage and maintain Fort Steilacoom Park. The County reimbursed the City for a portion of the maintenance costs. This agreement was amended twice. It currently requires the County to pay the City \$50,000 for three years and expires Dec. 31, 2014.

Current Status: City, County and State staff met to review options regarding use of land and lease changes for Fort Steilacoom Park. Options included lease reassignment, land exchange, land transfer, land surplus and sale or gift to City. The most efficient method seems to be to reassign the lease from Pierce County to City of Lakewood. This is a simple process that can be done administratively and will allow a direct conversation between City and State regarding future land issues. Pierce County is in agreement with this option.

If Council is in agreement with the lease reassignment option, staff will recommend two action items:

1. Authorize the City Manager to sign a document which
  - a. assigns the current Pierce County lease to the City, and
  - b. states that the City will assume all conditions and covenants of the lease; and
2. Authorize the City Manager to sign an amendment to the City / Pierce County Interlocal Agreement which states that upon assumption of the FSP lease and when the final \$50,000 payment by the County is made, we will terminate the Interlocal Agreement – prior to the December 31, 2014 expiration date.

Next Steps: Since the current State/County lease was created 43 years ago, before City incorporation, before Fort Steilacoom Park was an active recreational facility and before Pierce College was built, staff has concerns regarding some of terms of the original agreement. Making major lease changes is not a simple process. These terms have been issues for the past seven years and are noted below. We will work with the State to make changes in future lease / land agreements.

Current issues to address or actions to take:

- Extend current lease at least 25 more years to allow eligibility for future grants.
- Confirm the number of acres and property lines associated with lease.
- Remove option which provides 15 acres for a school site and associated requirements.
- Receive credit from lease rate for annual maintenance of state land.
- Inventory and note condition of site / improvements.
- Clarify language regarding protection of state improvements (barns).
- Clarify language regarding use of State water systems (tanks and hydrants).
- Clarify language regarding insurance requirements
- Ask for State to transfer land to the City. A similar situation occurred in Chehalis at Stan Hedwall Park. This would take more negotiation and time. A land transfer will take legislative action and should be done during capital budget discussions.

Staff will attend the December 9, 2014 study session to provide additional information and answer questions.

## **Voluntary Lease Assignment, Assumption and Consent Agreement**

### Recitals

Whereas, on June 27, 1966, the State of Washington, Department of Institutions, now known as State of Washington, Department of Social and Health Services (DSHS) and the State of Washington, Department of Natural Resources (DNR) entered into a written agreement (Exhibit A) authorizing DNR to manage (by land lease) select DSHS owned lands.

Whereas, the property legally described in Exhibit B was managed by DNR under Lease Number 58685 (Exhibit D), dated October 26, 1970, in accordance with the above referenced agreement (Exhibit A), dated June 27, 1966.

Whereas, on November 17, 2011, DNR assigned Lease Number 58685 and lease management responsibility of said parcel back to DSHS (Exhibit C), DSHS hereinafter is the State (State) and acts as the Lessor in Lease Number 58685.

Whereas, Pierce County is the Lessee under Lease Number 58685.

Whereas, the City of Lakewood, whose address is 6000 Main Street, Lakewood, WA 98499, desires to assume the Lease of said parcel from the Pierce County and become the Lessee.

Whereas, Pierce County, hereinafter the Assignor, desires to assign their interest as Lessee under Lease Number 58685 to the City of Lakewood, hereinafter the Assignee.

Whereas, the State consents to the assignment of Lease Number 58685 from the Assignor and the assumption of said lease by the Assignee.

Whereas, Assignor and Assignee agree that no fiscal action is required by the execution of this Assignment and Assumption Agreement.

Whereas, Assignor agrees to transfer lease files and records to Assignee upon the effective date of this Assignment and Assumption Agreement.

Now, therefore, for and in consideration of mutual, offsetting and other valuable consideration the Assignor hereby agree to the following:

1. Assignment: Assignor hereby assigns, sets over, and transfers all of their right, title, and interest in Lease Number 58685 (Exhibit D), the property legally described in Exhibit B.
2. Assumption: The Assignee: City of Lakewood hereby bind(s) and obligate(s) itself to perform all the conditions and covenants of said Lease Number 58685 (Exhibit D).
3. Consent: The State hereby consents to the foregoing Assignment and Assumption on the express condition that the Assignor shall remain liable for the prompt payment of rent and performance of the covenants on the part of the Lessee as therein mentioned and that no further assignment of said Lease or subletting of the premises thereby demised, or any part thereof, shall be made without the prior written consent of the undersigned.

Approval of this assignment by the State is not a discharge of the Assignor or Assignor's surety from any or all liabilities, obligations, or duties incurred under Lease No. 58685, dated October 26, 1970, made prior to the date of consent of this Assignment and Assumption Agreement.

**Effective Date.** The effective date of this Assignment and Assumption Agreement shall be the date on which the last signature is executed below.

IN WITNESS HEREOF, the Parties have executed this agreement.

ASSIGNEE: CITY OF LAKEWOOD

Dated: \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
Name  
Title, Division

ASSIGNOR: BOARD OF COUNTY COMMISSIONERS  
PIERCE COUNTY

Dated: \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
NAME  
Title, Division

THE STATE: STATE OF WASHINGTON  
DEPARTMENT OF SOCIAL AND HEALTH  
SERVICES

Dated: \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
ANDREW JENKINS  
Leasing Coordination Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ [name(s)] (is / are) the person(s)  
who appeared before me, and said person(s) acknowledged that (he / she / they) signed this  
instrument, on oath stated that (he / she / they) (was / were) authorized to execute the  
instrument, and acknowledged it as the \_\_\_\_\_ [office(s) or  
title(s)] of **City of Lakewood** to be the free and voluntary act of such party(ies) for the uses  
and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

(Seal or Stamp)

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ [name(s)] (is / are) the person(s)  
who appeared before me, and said person(s) acknowledged that (he / she / they) signed this  
instrument, on oath stated that (he / she / they) (was / were) authorized to execute the  
instrument, and acknowledged it as the \_\_\_\_\_ [office(s) or  
title(s)] of Pierce County to be the free and voluntary act of such party(ies) for the uses and  
purposes mentioned in the instrument.

DATED: \_\_\_\_\_

(Seal or Stamp)

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Andrew Jenkins is the person who appeared before me, and said person acknowledged that **he** signed this instrument, on oath stated that **he was** authorized to execute the instrument, and acknowledged it as the Leasing Coordination Manager of Operations Support and Services Division for the Washington State Department of Social and Health Services to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

(Seal or Stamp)

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_  
My appointment expires \_\_\_\_\_

**EXHIBIT C**  
DNR assignment Back to  
DSHS

**Land Management Assignment and Assumption Agreement**

Recitals

A. On June 27, 1966, the State of Washington, Department of Institutions, now known as State of Washington, Department of Social and Health Services (DSHS) and the State of Washington, Department of Natural Resources (DNR) entered into a written agreement (Attachment A) authorizing DNR to manage (by land lease) select DSHS owned lands.

B. Property described in Attachment B is managed by DNR under Lease Number 58685, dated October 26, 1970, in accordance with the above referenced agreement (Attachment A), dated June 27, 1966.

C. DSHS desires to manage said parcel.

D. DNR desires to transfer management of said parcel to DSHS.

E. DSHS and DNR agree that no fiscal action is required by the execution of this Assignment and Assumption Agreement.

F. DNR agrees to transfer lease files and records to DSHS upon effective date of this Assignment and Assumption Agreement.

G. DNR and DSHS agree that the execution of this Assignment and Assumption Agreement does not impact the management status of additional or other parcels managed under the above referenced agreement, dated June 27, 1966.

For valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree to the following:

1. **Assignment.** Assignor (DNR) hereby assigns Lease Number 58685 and lease management responsibly of said parcel to DSHS.

2. **Assumption.** Assignee (DSHS) hereby assumes Lease Number 58685 and lease management responsibility for said parcel.

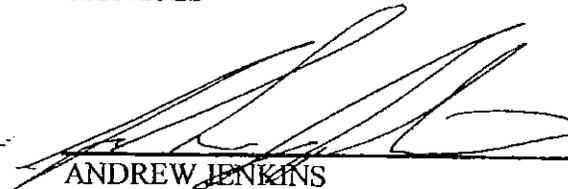
3. **Effective Date.** The effective date of this Assignment and Assumption Agreement shall be the date on which the last signature is executed below.

IN WITNESS HEREOF, the Parties have executed this agreement.

ASSIGNEE:

STATE OF WASHINGTON  
DEPARTMENT OF SOCIAL AND HEALTH  
SERVICES

Dated: NOVEMBER 14, 2011

  
\_\_\_\_\_  
ANDREW JENKINS  
Contracts Consultant

ASSIGNOR:

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

(Commissioner's Seal)

Dated: 11/17/11, 2011

  
\_\_\_\_\_  
ART TASKER  
Manager, South Puget Sound Region



EXHIBIT A  
Land Management Assignment  
and Assumption Agreement

DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE  
Commissioner of Public Lands

DEPARTMENT OF INSTITUTIONS  
WILLIAM R. COLE, M.D.  
~~DR. GARRETT HEYNS~~  
Director

AGREEMENT TO LEASE AND MANAGE LANDS

Whereas, the Department of Institutions controls certain real estate, on behalf of the State of Washington, which it is of the opinion should be leased by the State to either other governmental agencies or to some individual or organization in a private sector of the economy, and

Whereas, the Department of Institutions has no personnel or machinery which customarily engage in leasing of real estate, and

Whereas, the Department of Natural Resources is customarily engaged in the leasing of state owned real estate,

Now Therefore, in consideration of the performance of the covenants and agreements herein contained, it is mutually promised and agreed by and between the Department of Natural Resources and the Department of Institutions, both being agencies of the State of Washington, that:

1. The Department of Institutions will report to the Department of Natural Resources that real estate, by parcel, which is under the control of the former department and which it desires be leased. Real estate so reported will be identified

by complete legal descriptions and will, upon request, be identified upon the ground to the Department of Natural Resources.

2. The Department of Natural Resources thereupon will, utilizing the same management standards and techniques it customarily utilizes in the leasing of state lands, inspect each such parcel for the purpose of appraising it, determining the feasibility of its being profitably leased, and fixing its minimum annual rental. The results of each such inspection will be reported to the Department of Institutions.

3. In the event the Department <sup>Assuming we have applicat</sup> of Institutions, after receiving and considering any such report of inspection, desires to proceed with the leasing of the parcel concerned, it will so advise the Department of Natural Resources and request that leasing action be taken.

4. The Department of Natural Resources thereupon will offer each parcel for lease in the same manner as it offers state lands.

a. In the event a lease for any such parcel is not entered into as a result of the foregoing, the Department of Natural Resources will so notify the Department of Institutions and will take no further action with respect to that parcel pending a further request from the Department of Institutions.

b. In the event a lease for any such parcel is entered into as a result of the foregoing, the Department of Natural Resources will manage such lease in the same manner as

it customarily manages leases of state lands. Such management includes, but is not limited to, the collection of rents.

c. Eighty percent of all rents collected by the Department of Natural Resources from leases of real estate controlled by the Department of Institutions will be forwarded to the Department of Institutions and twenty percent will be retained by the Department of Natural Resources.

d. Six months prior to the termination of any such lease, the Department of Natural Resources will notify the Department of Institutions of such termination date and request instructions of the Department of Institutions as to the action it desires be taken with respect to the parcels so affected. The Department of Natural Resources will make all reasonable efforts to comply with any such instructions.

5. This agreement may be terminated by either agency giving to the other ninety days notice, in writing, of its intent to terminate. Upon termination, the Department of Natural Resources will forward to the Department of Institutions such files and records as will enable the Department of Institutions to continue the management of leases then in effect on real estate under its control. The within agreement is entered into this 27th day of June 1966, at Olympia, Washington.

William R. Conte  
William R. Conte  
~~Dr. Garrett Heyns~~, Director  
Department of Institutions

Bert L. Coie  
Bert L. Coie, Commissioner  
of Public Lands, Department  
of Natural Resources

Approved as to form by  
JOHN J. COLE  
Agency Counsel  
By Donald T. [Signature]  
Assistant Attorney General

EXHIBIT B  
Land Management Assignment  
and Assumption Agreement

Government Lots 3, 13 and 14, Lots 1 to 5, inclusive, Edward Miller 5 Acre Tracts and the North 14.25 acres of the SE 1/4 NW 1/4, All in Section 4, Township 19 North, Range 2 East, W.M.; also

The West 30 feet of Government Lot 2, in Section 4, Township 19 North, Range 2 East, W.M., except the South 30 feet thereof; said 30 foot strip lies parallel to and abutts on the west line of Lot 1 of plat of Edward Miller 5 Acre Tracts, which was recorded in records of Pierce County Auditor's Office on Page 61 of Volume 10, March 30, 1911; also

That certain strip of road right of way abutting on the north end of Lots 1, 2, 3, 4 and 5 of said plat lying west of a line parallel to and 60 feet west of the east line of Lot 5 of said plat produced north to intersect the extreme north line of said plat.

Subject, however, to easements for rights of way for county roads upon, over and across the following described lands:

Parcel #1 - The East 60 feet of Tract 5 as shown on the recorded plat of Edward Miller 5 Acre Tracts in Section 4, Township 19 North, Range 2 East, W.M., as recorded in the office of Pierce County Auditor at Tacoma, Washington.

Parcel #2 - The South 30 feet of Tracts 1, 2, 3, 4 and 5, as shown on the plat of Edward Miller 5 Acre Tracts in Section 4, Township 19 North, Range 2 East, W.M., as recorded in the office of Pierce County Auditor at Tacoma, Washington.

Parcel #3 - Beginning at a point on the west line of Government Lot 2, Section 4, Township 19 North, Range 2 East, W.M., which is N 1° 20' 30" E 30 feet from the southwest corner thereof; thence south along said west line and the west line of Government Lot 12, said Section 4, to the northeast corner of Homeside Addition as recorded in the office of the Pierce County Auditor; thence westerly along the north line of said Homeside Addition 30 feet; thence northerly parallel to and 30 feet west of the west line of said Lots 2 and 12 to a point 30 feet west of the point of beginning; thence easterly to the point of beginning.

Parcel #4 - All that land in Edward Miller 5 Acre Tracts and Government Lot 13 in Section 4, Township 19 North, Range 2 East, W.M., lying west of the west right of way line of 87th Avenue Southwest and east of the following described line:

Beginning at the northeast corner of said Section 4; thence N 89° 48' 97" W along the north line of Section 4, 1,454.1 feet to the true point of beginning; thence S 19° 02' 09" W 862.49 feet; thence on a curve to the right with a radius of 954.93 feet, through an angle of 19° 33' for a distance of 290 feet, more or less, to the north right of way line of 100th Street Southwest.

Subject, however, to the right and privilege granted to the City of Tacoma to install poles and anchors with equipment on a string transmission, distribution, communication and guy wires along and across portions of the following described property:

Parcel #1 - Government Lot 3 and the North 14.25 acres of the SE 1/4 NW 1/4, All in Section 4, Township 19 North, Range 2 East, W.M.

Parcel #2 - Tract 5 of Edward Miller 5 Acre Tracts in Government Lot 2 in the NW 1/4 NE 1/4 of Section 4, Township 19 North, Range 2 East, W.M.

Poles, anchors, equipment, transmission, distribution and communication wires to be located on the above Parcel #1 within a strip of land 10 feet in width, the centerline of which is described as follows:

Beginning at a point on the east line of said Government Lot 3 which is North 25 feet from the southeast corner thereof, thence westerly parallel with the south line of said Government Lot 3 to a point on the west line thereof.

Anchor, equipment and guy wires to be located on Parcel #2 within a strip of land 5 feet wide, the centerline of which is described as follows:

Beginning at the southeast corner of said Tract 5 of Edward Miller 5 Acre Tracts, thence north along the east line of said Tract 5 and the northerly projection of said east line, a distance of 666.3 feet, thence west 7 feet to the northeasterly line of said Tract 5 and point of beginning for this description, thence west 23 feet; also,

The S 1/2 SW 1/4, Government Lots 11 and 13 and those portions of the John Van Buskirk D.L.C., and the SE 1/4 NW 1/4, the NE 1/4 SW 1/4, and Government Lots 10 and 12 lying southerly of Steilacoom Boulevard as now located and constructed, All in Section 33, Township 20 North, Range 2 East, W.M.

Subject, however, to an easement for right of way for county road over the following described parcel of land:

Beginning at the Southeast Quarter (1/4) of Section 33, Township 20 North, Range 2 East, W.M.; thence West along the South line of said Section, a distance of 1,444.1 feet to the point of beginning; thence North along the West right of way line of Elwood Drive Southwest to the South right of way line of Steilacoom Boulevard; thence West along the South line of Steilacoom Boulevard, a distance of 10 feet; thence South and parallel with the West line of Elwood Drive to the South line of the Southeast Quarter (1/4) of said Section 33, thence East 10 feet to the true point of beginning.

Subject, however, to any existing rights of way for county roads, streets and/or public utilities.

The above described lands have a total area of 330.8 acres, more or less.



EXHIBIT D  
DNR Lease with Pierce  
County

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

Lease No. 58685

By this Lease, by and between the State of Washington, Department of Institutions, acting by and through the Department of Natural Resources, hereinafter called the State, and PIERCE COUNTY, acting by and through its BOARD OF COUNTY COMMISSIONERS, hereinafter called the Lessee, the State leases to the Lessee the following described Department of Institution's lands in Pierce County, Washington, on the terms and conditions stated herein, to wit:

Government Lots 3, 13 and 14, Lots 1 to 5, inclusive, Edward Miller 5 Acre Tracts and the North 14.25 acres of the SE 1/4 NW 1/4, All in Section 4, Township 19 North, Range 2 East, W.M.; also

The West 30 feet of Government Lot 2, in Section 4, Township 19 North, Range 2 East, W.M., except the South 30 feet thereof; said 30 foot strip lies parallel to and abuts on the west line of Lot 1 of plat of Edward Miller 5 Acre Tracts, which was recorded in records of Pierce County Auditor's Office on Page 61 of Volume 10, March 30, 1911; also

That certain strip of road right of way abutting on the north end of Lots 1, 2, 3, 4 and 5 of said plat lying west of a line parallel to and 60 feet west of the east line of Lot 5 of said plat produced north to intersect the extreme north line of said plat.

Subject, however, to easements for rights of way for county roads upon, over and across the following described lands:

Parcel #1 - The East 60 feet of Tract 5 as shown on the recorded plat of Edward Miller 5 Acre Tracts in Section 4, Township 19 North, Range 2 East, W.M., as recorded in the office of Pierce County Auditor at Tacoma, Washington.

Parcel #2 - The South 30 feet of Tracts 1, 2, 3, 4 and 5, as shown on the plat of Edward Miller 5 Acre Tracts in Section 4, Township 19 North, Range 2 East, W.M., as recorded in the office of Pierce County Auditor at Tacoma, Washington.

Parcel #3 - Beginning at a point on the west line of Government Lot 2, Section 4, Township 19 North, Range 2 East, W.M., which is N 1° 20' 30" E 30 feet from the southwest corner thereof; thence south along said west line and the west line of Government Lot 12, said Section 4, to the northeast corner of Homestead Addition as recorded in the office of the Pierce County Auditor; thence westerly along the north line of said Homestead Addition 30 feet; thence northerly parallel to and 30 feet west of the west line of said Lots 2 and 12 to a point 30 feet west of the point of beginning; thence easterly to the point of beginning.

Parcel #4 - All that land in Edward Miller 5 Acre Tracts and Government Lot 13 in Section 4, Township 19 North, Range 2 East, W.M., lying west of the west right of way line of 87th Avenue Southwest and east of the following described line:

Beginning at the northeast corner of said Section 4; thence N 89° 48' 97" W along the north line of Section 4, 1,454.1 feet to the true point of beginning; thence S 19° 02' 09" W 862.49 feet; thence on a curve to the right with a radius of 954.93 feet, through an angle of 19° 33' for a distance of 290 feet, more or less, to the north right of way line of 100th Street Southwest.

Subject, however, to the right and privilege granted to the City of Tacoma to install poles and anchors with equipment on a string transmission, distribution, communication and guy wires along and across portions of the following described property:

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Poles, anchors, equipment, transmission, distribution and communication wires to be located on the above Parcel #1 within a strip of land 10 feet in width, the centerline of which is described as follows:

Beginning at a point on the east line of said Government Lot 3 which is North 25 feet from the southeast corner thereof, thence westerly parallel with the south line of said Government Lot 3 to a point on the west line thereof.

Anchor, equipment and guy wires to be located on Parcel #2 within a strip of land 5 feet wide, the centerline of which is described as follows:

Beginning at the southeast corner of said Tract 5 of Edward Miller 5 Acre Tracts, thence north along the east line of said Tract 5 and the northerly projection of said east line, a distance of 666.3 feet, thence west 7 feet to the northeasterly line of said Tract 5 and point of beginning for this description, thence west 23 feet; also,

The S 1/2 SW 1/4, Government Lots 11 and 13 and those portions of the John Van Buskirk D.L.C., and the SE 1/4 NW 1/4, the NE 1/4 SW 1/4, and Government Lots 10 and 12 lying southerly of Steilacoom Boulevard as now located and constructed, All in Section 33, Township 20 North, Range 2 East, W.M.

Subject, however, to an easement for right of way for county road over the following described parcel of land:

Beginning at the Southeast Quarter (1/4) of Section 33, Township 20 North, Range 2 East, W.M.; thence West along the South line of said Section, a distance of 1,444.1 feet to the point of beginning; thence North along the West right of way line of Elwood Drive Southwest to the South right of way line of Steilacoom Boulevard; thence West along the South line of Steilacoom Boulevard, a distance of 10 feet; thence South and parallel with the West line of Elwood Drive to the South line of the Southeast Quarter (1/4) of said Section 33, thence East 10 feet to the true point of beginning.

Subject, however, to any existing rights of way for county roads, streets and/or public utilities.

The above described lands have a total area of 330.8 acres, more or less.

#### SECTION 1 OCCUPANCY

1.01 Term. This lease shall commence on the 1<sup>st</sup> day of October, 1970, and continue to the 1<sup>st</sup> day of December, 2025. This lease is issued under authority of RCW 79.01.414.

1.02 Renewal. The Lessee shall have the right to the extent provided by law, to apply for a re-lease of the site.

#### SECTION 2 USE OF THE SITE

2.01 Permitted Use. The site shall only be used for the purpose of educational and recreational facilities. For purposes of this lease, joint use of parking facilities as required by Clauses 6.01 (1) and (2) shall be considered to be public outdoor recreation use.

2.02 Additional Use. The patent by which the State received title to certain of these premises from the United States restricts the uses to which the said premises may be put. In the event the United States removes such restrictions, the State reserves the right to remove from this lease and take back not to exceed fifteen acres which, if removed and taken back, will then be leased to a school district for educational purposes. Such educational purposes shall be oriented to the SE 1/4 SE 1/4, Section 33, Township 20 North, Range 2 East, W.M., south of Angle Lane and/or to the eastern portion of Section 4, Township 19 North, Range 2 East, W.M. Any such removal and taking back will be coordinated, in advance, with the Lessee; however, the decision of the State in this regard will not abate any of the rental due under this lease.

### SECTION 3 RENTAL

3.01 Amount. Starting December 1, 1970, the Lessee shall pay to the State at P. O. Box 168, Olympia, Washington 98501, annually, in advance, \$1,500.00.

### SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the site at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease.

4.02 Access. The State reserves the right to grant easements and other land uses on the site to itself and others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the site or interfere unduly with the plan of development for the site. No easement or other land uses shall be granted until damages to the leasehold shall first have been ascertained by the State and paid to the Lessee by the applicant for the easement or other land use.

4.03 Restrictions on Use. In connection with use of the site the Lessee shall:

- (1) Remove no State owned valuable material without prior written consent of the State. The Lessee must pay to the State the Fair Market Value of the valuable material, as determined by the State, before removal authorization is granted;
- (2) Take all reasonable precautions to protect the land and improvements on the leased site from fire, make every reasonable effort to report and suppress such fires as may affect the leased site, and shall be subject to applicable fire laws affecting the leased site;
- (3) Not allow debris or refuse to accumulate on the leased site;
- (4) Permit patients at Western State Hospital, or any similar institution located in the vicinity of the premises, the right to use the premises for recreation when so authorized by the officials of the institution concerned;
- (5) Permit the State to retain the right for and the use of the water facilities presently located on the premises. The State may maintain this system and have exclusive use of any and all water obtained, provided that the Lessee may use portions of the water when not needed by the State. The Lessee shall have a meter installed, and pay for the water taken from the premises, at a rate based on the average cost of said water being delivered by the State to the Western State Hospital grounds north of Steilacoom Boulevard;
- (6) Permit the State to retain the right for and the use and maintenance of the present power and phone services on the premises that are serving the Western State Hospital grounds located north of Steilacoom Boulevard.

### SECTION 5 REQUIREMENTS

5.01 Assignment and Sublease. This lease or any portion thereof may not be assigned nor may the lands held hereunder be sublet without the written consent of the State.

5.02 Duty. The Lessee, at his sole cost and expense, shall at all times keep or cause all improvements installed pursuant to this lease (regardless of ownership) to be kept in as good condition and repair as originally constructed or as hereafter put, except for reasonable wear and tear. The State, or any authorized agency shall have the legal right to inspect the premises and improvements thereon. The Lessee shall carry a sufficient amount of fire, lightning, or the hazards of the extended coverage endorsement, to cover the replacement cost of any or all improvements, excluding those which are maintained by and for the benefit of the State, that may be damaged by fire or other casualty. In the event of fire or casualty damage to any or all of the improvements, the paid insurance benefits shall be used to immediately replace said improvements in a manner subject to reasonable approval by the State, or at the option of the Lessee, the proceeds from such insurance may be paid to the State in such amount as may be necessary to reimburse the State for those improvements which existed on the premises at the time this lease is executed.

5.03 Condition of Site and Liability. The site has been inspected by the Lessee and is accepted in its present condition. Lessee agrees to defend and hold the State harmless from any and all claims suffered or alleged to be suffered on the site or arising out of operations on the site.

5.04 Assessments. The Lessee shall pay the annual payments on all assessments and taxes that are charged now or may be charged in the future to the land or the improvements thereon.

5.05 Default. If any rent shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the State may cancel this lease, provided the Lessee has been notified of the rental due, the violation or the default, 60 days prior to said cancellation.

5.06 Insolvency of Lessee. If the Lessee becomes insolvent or bankrupt, or if a receiver is appointed, the State may cancel, at its option, the lease unless the lease has been used as collateral with the State's consent. If the Lessee should default in payment to the lending agency, the State upon request by the lender shall assign the lease to the lending agency who may, thereafter, either operate the leased site, or with the approval of the State, assign the lease.

#### SECTION 6 OPERATION OF PREMISES

6.01 Development Plan. Before the Lessee develops the premises, a general plan of development must be submitted to the State and have the State's written approval. No permanent facilities except for boating, picnicking, and swimming will be permitted within 200 feet of any body of water. Said plan is to encompass, but is not limited to, the following features:

(1) Joint and mutually agreed use of parking and recreational facilities with the Community College being proposed for the adjoining property to the south and west of this leased premises. If the subject parties cannot agree, the dispute will be arbitrated by a board of arbitrators. The arbitration board will be made up of one person appointed by the State Board of Community Colleges, one person appointed by the Pierce County Board of Commissioners, and these two individuals will select the third party. The decision of this board of arbitrators shall be binding on both parties;

(2) Joint use of parking and recreational facilities with any proposed school that may be placed on the 15 acres reserved under Clause 2.02. If the subject parties cannot agree, the dispute will be arbitrated by a board of arbitrators. The arbitration board will be made up of one person appointed by the Pierce County Superintendent of Schools, one person by the Pierce County Board of Commissioners, and these two individuals will select the third party. The decision of this board of arbitrators shall be binding on both parties.

(3) Maintenance of the cemetery located on the premises;

(4) Fort Steilacoom Community College shall have unencumbered access to Waughop Lake, as designated, in those areas where land subject to this lease lies between the campus of Fort Steilacoom Community College and Waughop Lake as designated. This access shall in no event preclude bicycle, pedestrian and like casual traffic from traveling around the perimeter of said lake. Said college shall be included in any planning of design of such development to be included on the subject area between the campus and the lake. If the College and the Lessee cannot mutually agree on the plan of development, the decision will be arbitrated as set forth in Section 6.01 (1).

(5) Schedule of development within the framework of available financing. Said schedule may be altered as needed to fulfill recreational needs and needed financing;

(6) Proposed use of buildings located on the premises, also to include removal of those not to be used by the Lessee;

(7) Security fencing with gates will be installed around the water towers and pump house. Said fencing is to be in place prior to usage of the premises as a park. Said fence should be 6 feet high with one top strand barbed wire and on steel posts. Maintenance of such fence to be the responsibility of the Lessee;

(8) The area within the Community College District No. 11 lease adjacent to the water towers and 200 feet outward from the present circular road serving said towers shall be developed by mutual agreement and maintained by the Lessee. Such development shall be compatible with the proposed landscaping to be provided by and on lands administered by the College. If the College and Lessee cannot mutually agree on the plan of development, such plan will be arbitrated as set forth in Section 6.01 (1). Said area shall be designated as the viewpoint area.

6.02 Lake Access. Pierce County Parks shall have unencumbered access for the development, and to provide maintenance on the 200 foot strip bordering the southern portion of Waughop Lake, as designated. In the event Pierce County Parks Department ceases to manage the adjacent park area, all management rights of this area shall revert to the College. It is also understood that the Pierce County Parks Department and Fort Steilacoom Community College will mutually agree to locate certain park facilities as desired, such as, but not limited to, picnic areas, on such property contained in this lease, provided that such agreements shall not by reason of their duration and nature interfere with College operations and future development. If the College and the Lessee cannot mutually agree on the plan of development, the decision will be arbitrated as set forth in Section 6.01 (1).

6.03 Building Replacement. Before storage buildings utilized by the Department of Institutions are removed or used by the Lessee, the Lessee must provide a replacement building of 50 feet by 100 feet in size and provide up to a maximum of four (4) buildings or a total of 20,000 square feet. The Lessee shall determine the schedule of utilization or replacement, provided that at least one building shall be constructed prior to July 1, 1972. Said buildings are to be constructed at Lessee's expense and to be placed at a location designated by the State and to the north of Steilacoom Boulevard on the Western State Hospital grounds. Title to said buildings shall convey to the Department of Institutions upon the satisfactory completion of construction. Type of buildings for replacement are found in Schedule 1 and by mention herein made a part of this lease.

#### SECTION 7 MISCELLANEOUS

7.01 No Partnership. The State is not a partner nor a joint venturer with the Lessee in connection with business carried on under this lease and shall have no obligation with the respect to the Lessee's debts or other liabilities.

7.02 Warranty. The State warrants that it is the owner of the leased site and has the right to lease it free of all encumbrances except those set out under the description of the leased premises.

7.03 Non-Waiver. Waiver by either party of strict performance of any provisions of this lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provisions.

7.04 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover costs including such sum as the court may adjudge reasonable as attorney fees.

7.05 Succession. Subject to the limitations as stated in Sections 5-5.01 and 5-5.06, on transfer of the Lessee's interest, this lease shall be binding upon and inure to the parties, their respective successors and assigns.

7.06 Notices. Any notice required or permitted under this lease shall be given when actually deposited in the United States mail as certified mail addressed as follows: To the State: Department of Natural Resources, Public Lands-Social Security Building, P. O. Box 168, Olympia, Washington 98501. To the Lessee: At the address given by the Lessee in the signature block or as specified in writing by the Lessee.

7.07 State's Right to Cure Default. If the Lessee is in default by failure to perform any covenant(s) of this lease, the State shall have the option to correct the default or cancel the lease after sixty (60) days' written notice to the Lessee. All of the State's expenditure to correct the default shall be reimbursed by the Lessee on demand with interest at the rate of 8% per annum from the date of expenditure by the State. The written notice shall have no effect if the Lessee cures the default specified in the notice during the 60 day period.

7.08 Lease Recording. Within 30 days after receipt of this lease, a notification of leasing is to be recorded by the Lessee with the Pierce County Auditor's office located in Tacoma, Washington.

#### SECTION 8 OPERATION OF SITE

8.01 Operational Uses and Responsibilities. In conjunction with the operation of the site, all construction, improvements, operation, repair, etc., made or performed under the lease shall be at the sole cost of the Lessee or Sub-lessees. The Lessee shall furnish all utilities and shall obtain all Federal, State and local permits and licenses necessary to perform the terms, conditions and covenants of this lease.

#### SECTION 9 IMPROVEMENTS

9.01 Ownership of Improvements. All buildings and improvements, excluding removable personal property and trade fixtures, on the leased site will remain on said

site after termination or expiration of this lease if this lease is not renewed, shall thereupon become the property of the State.

The Lessee expressly agrees to all covenants herein and binds himself for the payment of the rental hereinbefore specified.

Executed this 26<sup>th</sup> day of October, 19 70.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By Bert Cole  
BERT L. COLE  
Commissioner of Public Lands

Signed this 20th day of October, 19 70.

BOARD OF COUNTY COMMISSIONERS  
PIERCE COUNTY

By Patrick J. Gallagher  
Chairman  
By \_\_\_\_\_

City-County Building  
Tacoma, Wa. 98402

App. No. 58685  
SKM

PIERCE COUNTY

Specifications for replacement buildings are as follows:

Butler type, metal buildings, 30' x 100', 12' clear height w/four personnel doors per building - 12x4' x 6'3" metal clad; flush mounted; two each double swing doors for cargo per building with frames, thresholds, hardware closers; 12 lite panels 3' x 15' with skylight of green ribbed plastic per building; 4-ventilators per building. Construction and accessories - concrete slab floor. Doors and skylights shall be as standard with Butler Manufacturing Company, or approved equal.

App. No. 54663



25           3.       Lakewood desires to operate and manage the Facility. The County will assist  
26           Lakewood to execute a new agreement with the State of Washington that supports use of  
27           the land for public recreation, education and cultural and historic preservation.

28           4.       The following Agreement "Recital" is deleted in full:

29           4.       Pierce County desires to maintain its property interest in the Facility until  
30           December 31, 2014, by which time it intends to terminate Lease No. 58685 with the State  
31           of Washington, effective January 1, 2015.

32           **5.       Section 1 is amended to delete the termination date of "December 31, 2014" and**  
33           **replace it with "March 1, 2014 or the date the County makes the final payment."**

34           56. Section 13 of the Agreement is deleted in full.

35           67. Section 17 of the Agreement is amended to delete the name of "Kathryn Kravit-Smith"  
36           and replace her name with "Tony Tipton."

37           78. All other provisions in the Agreement shall remain in effect for the duration of the  
38           Agreement's term. At the expiration of the Agreement, Lakewood shall be solely  
39           responsible for the operation, maintenance and management of Fort Steilacoom Park.

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41           DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

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53 **CITY OF LAKEWOOD**

54 Approved as to form:

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57 \_\_\_\_\_

58 City Attorney

59  
60

61 \_\_\_\_\_

62 City Manager

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64

65  
66 STATE OF WASHINGTON )

67 ) ss.

68 COUNTY OF PIERCE )

69  
70

71 On this day before me personally appeared, \_\_\_\_\_, known or proved to me to  
72 be the City Manager for the City of Lakewood, the entity that executed the within and foregoing  
73 instrument, and acknowledged that instrument to be the free and voluntary act and deed of that  
74 entity, for the uses and purposes mentioned therein, and on oath stated that [s]he was authorized  
75 to execute such instrument.

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82 IN WITNESS WHEREOF I have hereunto set my hand and official seal this \_\_\_\_\_ day  
83 of \_\_\_\_\_, 2013.

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\_\_\_\_\_  
(Signature of Notary)

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\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

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Notary public in and for the State of Washington,  
residing at \_\_\_\_\_

92  
93

My appointment expires \_\_\_\_\_

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**PIERCE COUNTY**

Approved as to form:

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

\_\_\_\_\_  
County Executive

98 STATE OF WASHINGTON )  
99 ) ss.  
100 COUNTY OF PIERCE )  
101

102 On this day before me personally appeared Pat McCarthy, known or proved to me to be  
103 the County Executive of Pierce County, Washington, a political subdivision of the State of  
104 Washington, the entity that executed the within and foregoing instrument, and acknowledged that  
105 instrument to be the free and voluntary act and deed of that entity, for the uses and purposes  
106 mentioned therein, and on oath stated that he was authorized to execute such instrument.  
107

108 IN WITNESS WHEREOF I have hereunto set my hand and official seal this \_\_\_\_\_ day  
109 of \_\_\_\_\_, 2013.  
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\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

**Pierce County**  
**Contract Signature Page**

Amendment to the Interlocal Agreement for Operation and Management of Ft. Steilacoom Park

Contract # 079567-01

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**PIERCE COUNTY:**

**City of Lakewood:**

Approved as to form only:

Approved as to form only:

By \_\_\_\_\_  
Deputy Prosecuting Attorney                      Date

\_\_\_\_\_  
City Attorney    Date

By \_\_\_\_\_  
Budget & Finance                                      Date

**Approved:**

By \_\_\_\_\_  
Parks Department Director                      Date  
(under \$250,000)

\_\_\_\_\_  
City Parks Dept Director                      Date

or

By \_\_\_\_\_  
Pierce County Executive                      Date  
(\$250,000 or more)

\_\_\_\_\_  
City Manager    Date