



LAKWOOD CITY COUNCIL AGENDA

Monday, August 4, 2014

7:00 P.M.

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

Page No.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

CITY MANAGER REPORT

PROCLAMATIONS AND PRESENTATIONS

1. Clover Park School District Board Report.

PUBLIC COMMENTS

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

- (5) A. Approval of the minutes of the City Council meeting of July 21, 2014.
- (11) B. Approval of the minutes of the City Council Study Session of July 28, 2014.
- (15) C. Approval of payroll checks in the amount of \$2,416,386.96 for the period June 16, 2014 through July 15, 2014.
- (17) D. Approval of claim vouchers in the amount of \$1,295,609.88, for the period July 9, 2014 through July 23, 2014.

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>

City Hall will be closed 15 minutes after adjournment of the meeting.

R E G U L A R A G E N D A**ORDINANCES**(59) Ordinance No. 590

Adopting the Shoreline Master Plan. - *Assistant City Manager for Development Services*

(68) Ordinance No. 591

Amending Chapters 17.02, 17.06, 17.10, 17.14, 17.18, 17.22, 17.30, 17.34, 17.38, 17.42 and creating Chapters 17.04 and 17.16 of the Lakewood Municipal Code relative to subdivisions. - *Assistant City Manager for Development Services*

(140) Ordinance No. 592

Amending Sections 18A.20.900, 18A.90.200 and creating Sections 18A.70.320, 18A.70.321, 18A.70.322, 18A.70.323 of the Lakewood Municipal Code relative to boarding homes. – *Assistant City Manager for Development Services*

RESOLUTION(198) Resolution No. 2014-19

Approving an amendment to the Charter of the Greater Tacoma Regional Convention Center Public Facilities District relative to lobbying. – *City Attorney*

UNFINISHED BUSINESS

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City Hall will be closed 15 minutes after adjournment of the meeting.

NEW BUSINESS(202) Motion No. 2014-45

Authorizing the execution of an agreement with the Washington State Department of Transportation, in an amount not to exceed \$484,135.62, for construction administration services relative to the Madigan Access Phase 2 project. – *Public Works Director*

(215) Motion No. 2014-46

Authorizing the execution of an agreement with the Washington State Department of Transportation Rail Division for reimbursement of construction costs relative to the Madigan Access project. – *Public Works Director*

(246) Motion No. 2014-47

Authorizing the execution of an addendum to the interlocal agreement with the Lakewood Water District, in the amount of \$123,548, for constructing water mains along Bridgeport Way from 83rd Street SW to 75th Street W. – *Public Works Director*

(267) Motion No. 2014-48

Authorizing the execution of an agreement with Zayo Group, LLC for the construction of fiber optic cabling along Steilacoom Boulevard between Farwest Drive and Durango Street. - *Public Works Director*

BRIEFING BY THE CITY MANAGER**CITY COUNCIL COMMENTS****ADJOURNMENT**

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City Hall will be closed 15 minutes after adjournment of the meeting.

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

WEEKLY MEETING SCHEDULE
August 4, 2014 – August 8, 2014

Date	Time	Meeting	Location
Aug 4	4:30 P.M.	Arts Commission	Lakewood City Hall 3rd Floor, Conference Room 3A
	7:00 P.M.	City Council	Lakewood City Hall Council Chambers
Aug 5	No Meetings Scheduled		
Aug 6	5:15 P.M.	Public Safety Advisory Committee	Lakewood Police Station Multi-Purpose Room 9401 Lakewood Drive SW
	6:30 P.M.	Planning Advisory Board	Lakewood City Hall Council Chambers
Aug 7	6:30 P.M.	Tillicum/Woodbrook Neighborhood Association	Tillicum Community Center 14916 Washington Avenue SW
Aug 8	No Meetings Scheduled		

TENTATIVE WEEKLY MEETING SCHEDULE
August 11, 2014 – August 15, 2014

Date	Time	Meeting	Location
Aug 11	7:00 P.M.	City Council Study Session	Lakewood City Hall Council Chambers
Aug 12	No Meetings Scheduled		
Aug 13	5:30 P.M.	Community Development Block Grant Citizen's Advisory Board	Lakewood City Hall 3 rd Floor, Conference Room 3A
Aug 14	7:30 A.M.	Lakewood's Promise Advisory Board	Lakewood City Hall 3 rd Floor, Conference Room 3A
	9:30 A.M.	Civil Service Commission	Lakewood City Hall 1 st Floor, Conference Room 1E
	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
Aug 15	No Meetings Scheduled		

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



LAKESWOOD CITY COUNCIL MINUTES

Monday, July 21, 2014
City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 6- Deputy Mayor Jason Whalen, Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Marie Barth and Paul Bocchi.

Councilmember Excused: 1- Mayor Don Anderson.

FLAG SALUTE

The Pledge of Allegiance was led by Deputy Mayor Whalen.

REPORTS BY THE CITY MANAGER

City Manager Caulfield deferred his City Manager report until later in the agenda under Briefing by the City Manager.

PROCLAMATIONS AND PRESENTATIONS

Presentation on the State of the Pierce County Library System.

Executive Director Neel Parikh, Pierce County Library, provided an annual report of the Pierce County Library System.

PUBLIC COMMENTS

Speaking before the Council were:

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

Evelina Schmauder, Lakewood resident, spoke about a code change in setback requirements for keeping animals in residential areas.

Diane Formoso, Caring for Kids, spoke about various Ready to School fair events in Lakewood.

Ed Chaffee, Lakewood resident, distributed drawings of a proposed design for a gateway entrance at I-5 and Bridgeport Way and expressed concern about the City abandoning a \$35,000 design study that was conducted for this intersection.

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

- A. Approval of the minutes of the City Council meeting of July 7, 2014.
- B. Approval of the minutes of the City Council Study Session July 14, 2014.
- C. Items Filed in the Office of the City Clerk:
 - 1. Parks and Recreation Advisory Board meeting minutes of May 27, 2014.
 - 2. Redevelopment Advisory Board meeting minutes of June 10, 2014.
 - 3. Citizens Transportation Advisory Committee meeting minutes of May 27, 2014.
 - 4. Lakewood Arts Commission meeting minutes of June 2, 2014.

COUNCILMEMBER BARTH MOVED TO ADOPT 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

APPOINTMENTS

Motion No. 2014-41 appointing Joseph Boyle, Michael Lacadie and Julio Perez to serve on the Public Safety Advisory Committee through August 6, 2017.

COUNCILMEMBER BOCCHI MOVED TO APPOINT JOSEPH BOYLE, MICHAEL LACADIE AND JULIO PEREZ TO SERVE ON THE PUBLIC SAFETY ADVISORY COMMITTEE THROUGH AUGUST 6, 2017. SECONDED BY COUNCILMEMBER SIMPSON. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Motion No. 2014-42 appointing Jackeline Juy to serve on the Lodging Tax Advisory Committee through November 1, 2016.

COUNCILMEMBER SIMPSON MOVED TO APPOINT JACKELINE JUY TO SERVE ON THE LODGING TAX ADVISORY COMMITTEE THROUGH NOVEMBER 1, 2016. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

ORDINANCES

Ordinance No. 589 repealing Chapter 3.08 and creating Chapter 3.09 of the Lakewood Municipal Code relative to City Funds.

COUNCILMEMBER MOSS MOVED TO ADOPT ORDINANCE NO. 589, INCLUDING A SCRIVNER ERROR CORRECTION ON PAGE 84, SECTION 5A HOTEL/MOTEL LODGING TAX PURPOSE TO READ: "THIS FUND IS USED TO ACCOUNT FOR ALL LODGING TAX RECEIPTS AND DISBURSEMENTS RELATED TO TOURISM PROMOTION AND THE ACQUISTION OR OPERATION OF TOURISM-RELATED FACILITIES." SECONDED BY COUNCILMEMBER BARTH MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

RESOLUTIONS

Resolution No. 2014-17 expressing the intent to utilize a \$500,000 Washington State Department of Commerce grant and apply for a Washington State Treasurer's Local Option Capital Asset loan for LED streetlighting retrofits.

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT RESOLUTION NO. 2014-17. SECONDED BY COUNCILMEMBER SIMPSON. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Resolution No. 2014-18 adopting the 2015-2020 Six Year Transportation Improvement Program.

COUNCILMEMBER MOSS MOVED TO ADOPT RESOLUTION NO. 2014-18. SECONDED BY COUNCILMEMBER BARTH. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Motion No. 2014-43 awarding a bid to Puget Paving and Construction, Inc., in the amount of \$85,680, for the 2014 hot mix asphalt patching project.

COUNCILMEMBER SIMPSON MOVED TO AWARD A BID TO PUGET PAVING AND CONSTRUCTION, INC., IN THE AMOUNT OF \$85,680, FOR THE 2014 HOT MIX ASPHALT PATCHING PROJECT. SECONDED BY COUNCILMEMBER BARTH. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Motion No. 2014-44 awarding a bid to Northwest Cascade, Inc., in the amount of \$307,815, for the outfall water quality project.

COUNCILMEMBER MOSS MOVED TO AWARD A BID TO NORTHWEST CASCADE, INC., IN THE AMOUNT OF \$307,815, FOR THE OUTFALL WATER QUALITY PROJECT. SECONDED BY COUNCILMEMBER BARTH. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

BRIEFING BY THE CITY MANAGER

City Manager Caulfield recognized Accounting Supervisor Eric Lowell, who was promoted to Accounting Supervisor effective August 1, 2014.

Review of a proposed amendment to the interlocal agreement with South Sound 911.

City Manager Caulfield provided an overview of the proposed amendment to the interlocal agreement with South Sound 911 which would add the City of Puyallup as a partner agency to South Sound 911.

Councilmember Brandstetter spoke about major funding initiatives and bonding capabilities among the agency partners of South Sound 911 and asked for Council's input relative to financing the Center.

Discussion ensued on how does Sound Transit handle such situations who is similar to South Sound 911 with multiple agency partners; and concerns about relinquishing Council authority and control.

City Manager Caulfield provided an update on unaccompanied minors coming to JBLM from Central America. He reported that following conversations with Senator

Murray's Office, Congressman Heck's Office and the Department of Health and Human Services (HHS), no decision has been made that JBLM will be utilized. JBLM facilities are being reviewed and if JBLM's facility is used, it would be opened for no more than 120 days to process these youths. It is not a new program and the process has not changed for many years. Currently, there is a huge number of unaccompanied minors that need to be processed. Most are teenagers 15-17 that would be processed which involves a background check, comprehensive health screening and vaccinations, and once arrived at a military installation, they are provided a caseworker and housing. He indicated that HHS is a self-contained program that would provide all services should unaccompanied minors be processed at JBLM.

He reported that Mayor Anderson and he met with the Pierce County Executive and Deputy County Executive who are looking to establish partnerships for law enforcement support on the golf course and off the course during the US Open. They have a need for up to 300 uniform police officers daily to assist with public safety and Chief Farrar will be representing the City.

He reported that the Governor's office will be providing a range of what the cost will be regarding the I-5/JBLM corridor improvements.

City Manager Caulfield recognized the Public Works Department for being awarded transportation funding from the Pierce County Regional Council.

He also reported that Public Works was awarded a \$750,000 grant from Pierce County for sewers in Tillicum/Woodbrook.

He announced that on July 22, 2014 at 6:00 p.m., the Parks and Recreation Advisory Board will be hosting a meeting about improvements to the Waughop Lake trail.

He noted that on July 23, 2014, the Lakewood Police Department awards ceremony will be held at 4:00 p.m., at the Police Station.

Lastly, on July 26, 2014, the Black Tie and Blue Jean event will be held at Ft. Steilacoom Park.

Deputy Mayor Whalen reported that Pierce County Councilmember Richardson informed him of an Economic Development Committee meeting on July 22, 2014 to consider increasing sewer connection fees from \$1,250 to \$3,400 - \$3,500.

CITY COUNCIL COMMENTS

Councilmember Bocchi commented on the Pierce County Regional Council meeting and congratulated Public Works for receiving funding for Lakewood's

transportation improvement projects. He reported that he will be attending the Black Tie and Blue Jeans event. He then spoke about the upcoming transportation improvement changes and the Capital Improvements Plan.

Councilmember Barth spoke about the amount of road improvements in Lakewood.

Councilmember Brandstetter spoke about Ms. Parikh's presentation on the Countywide facilities plan and working with the Pierce County Library Board on finding space for a Lakewood Library facility. He asked how would eminent domain work and suggested that the Council have a discussion on this matter.

Councilmember Simpson spoke about a Lakewood resident he met at the Tacoma Rescue Mission who was interested in working with Western State Hospital to perhaps utilize Building 26 where his group could locate an office to work with homeless veterans. He asked if the City could assist this individual. He then asked how does the City apportion funds for human services. He then spoke about the Pierce County Regional Council meeting he attended.

Deputy Mayor Whalen thanked the Public Works Department for their work and receiving PCRC transportation funds. He reported that he will not be able to attend the Black Tie and Blue Jeans Event. He noted that he will be attending the Police Awards ceremony on July 23, 2014.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:10 p.m.

JASON WHALEN, DEPUTY MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



LAKWOOD CITY COUNCIL STUDY SESSION MINUTES

July 28, 2014
City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 6 – Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Marie Barth and Paul Bocchi.

Councilmembers Excused: 1- Mayor Don Anderson

Redevelopment Advisory Board members Present: 4 – Jim Charboneau, Chair; Board members Dan Durr, and Denise Yochum.

ITEMS FOR DISCUSSION:

Joint Redevelopment Advisory Board meeting.

Members of the Redevelopment Advisory Board (RDAB) introduced themselves. Chair Charboneau reviewed the accomplishments of the Board and their upcoming activities.

Discussion ensued on the possibility of having a residential component at the Towne Center; encouraging businesses to locate to the City and provide employment; gateway entrances to the City; consideration of a tax abatement program for redevelopment of properties; is there a point where the tax abatement program would not be favorable to the City and go too far; rating the economic health of the community; diversifying away from government jobs; working with the school district on the perception of our schools and that the City depends on the schools for the City's economic viability; and rating the image of the our.

Review of the Shoreline Master Plan.

Principal Planner Catron provided background information on the development of the Shoreline Master Plan and provided an overview of the significant changes.

Discussion ensued relative to how the shoreline administrator is defined (Community Development Director) and what is the appeal process of the administrator's decision; are conditional use permits open ended or is there a timeframe for when a decision must be made.

Further discussion ensued on the required changes that all public street ends will have an urban park and what is the impact of the Department of Ecology's required change; and why was language about damages of property created by boat wakes on American Lake taken out by the Department of Ecology.

Review of the proposed subdivision code amendments.

Principal Planner Catron reviewed the proposed subdivision code amendments to comply with State law and expand on processes that the City is likely to use.

Discussion ensued on how would the binding site planning process work with condominium development; and if there are any State law changes that will need to be reconsidered (State vesting rules).

Review of the proposed communal housing regulations.

Assistant City Manager Bugher reviewed the proposed communal housing regulations.

Discussion ensued on defining communal residences and warranting a conditional use permit process if an owner rents his/her property to two individuals who cohabitate (ie couples, students) and how is this enforced fairly; and removing Section 4 A1 of the ordinance regarding communal housing.

BRIEFING BY THE CITY MANAGER

Permit fees for industrial warehouse projects.

City Manager Caulfield called on Assistant City Manager Bugher who provided an overview about building permit fees for commercial warehouse space.

Discussion ensued on what fees were being charged from other jurisdictions.

City Manager Caulfield then called on City Attorney Wachter who reviewed a proposed interlocal agreement by the Greater Tacoma Convention Facilities District relative to lobbying. It was the consensus of the Council to place this item on the Council's August 4, 2014 agenda for consideration and action.

City Attorney Wachter then reviewed a draft response to a request from a citizen who provided public comment at the July 18, 2014 Council meeting requesting a code change regarding chicken coops and animals in residential areas.

Discussion ensued if the Planning Advisory Board is required to review public concerns on code changes; what are the setback requirements of other cities; can the code be re-written to not allow for chickens and certain animals in residential areas; and should this item be part of the visioning plan. It was the consensus of the Council to not proceed with a code change at this time.

City Manager Caulfield reported that the U.S. Health and Human Services has still not made a decision on whether JBLM will be housing unaccompanied minors.

He reported that the City will be hosting JBLM active duty military personnel with a half day career awareness day with City staff on December 19, 2014.

He reported that the City continues to work with Congressman Denny Heck and a SSMCP team to provide feedback to the US Department of Army on potential reductions of military at JBLM. A viewpoint piece will be submitted to THE NEWS TRIBUNE asking for public feedback on this matter.

He noted that Sound Transit is moving forward on their long range plan and that the City responded to their long range plan and provided a copy to the Council.

City Manager Caulfield then reported on the City's response to the Department of Health and Social (DSHS) services on their proposed rules on enhanced services. He announced that DSHS will be holding a public hearing about their proposed rules on August 5, 2014.

ITEMS TENTATIVELY SCHEDULED FOR THE AUGUST 4, 2014 REGULAR CITY COUNCIL MEETING:

1. Adopting the Shoreline Master Plan.
2. Amending the Lakewood Municipal Code relative to subdivisions.
3. Amending the Lakewood Municipal Code relative to communal housing regulations.
4. Authorizing the execution of an agreement with the Washington State Department of Transportation for right-of-entry and construction management for the Madigan Access Phase 2 project.
5. Authorizing the execution of an agreement with the Washington State Department of Transportation for reimbursement of railroad and signal elements relative to the Madigan Access project.
6. Authorizing the execution of an interlocal agreement with the Lakewood Water District for constructing water mains along Bridgeport Way from 83rd Street SW to 75th Street W.

7. Authorizing the execution of an amendment to the franchise agreement with Zayo Group, LLC, for installing fiber cabling along Steilacoom Boulevard from Durango to Farwest Drive SW.
8. Authorizing the amendment to the Charter of the Greater Tacoma Regional Convention Center Public Facilities District to eliminate in its entirety, Article VI, relative to the limits on District Powers.

CITY COUNCIL COMMENTS

Councilmember Moss spoke about the Northeast Neighborhood Association meeting she attended and the Black Tie and Blue Jeans event she attended.

Councilmember Bocchi commented on the Black Tie and Blue Jeans event he attended and complimented Partners for Parks for hosting the event.

Councilmember Brandstetter commented on the South Sound 911 meeting and noted that the policy Board adopted the Executive Officer's interlocal agreement language which included the financial language for the center. He suggested that the Council hold a study session on this matter when the Mayor returns.

Councilmember Simpson commented on meetings he had with businesses and noted that for the first time he flew in an Osprey 22.

Councilmember Barth commented on the citizens gathering at Waughop Lake on July 22, 2014 to discuss the Waughop Lake trail improvements.

Deputy Mayor Whalen commented on the Police Award ceremony he attended and the Army dinner he attended later that evening. He also commented on tonight's REDAB joint meeting.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:48 p.m.

JASON WHALEN, DEPUTY 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: July 28, 2014
Subject: Payroll Check Approval

Payroll Period(s): June 16-30, 2014 and July 1-15, 2014

Total Amount: \$2,416,386.96

Checks Issued:

Check Numbers: 113223 - 113251

Total Amount of Checks Issued: \$30,135.20

Electronic Funds Transfer:

Total Amount of EFT Payments: \$569,368.36

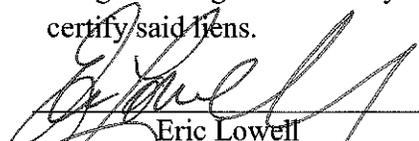
Direct Deposit:

Total Amount of Direct Deposit Payments: \$1,584,193.22

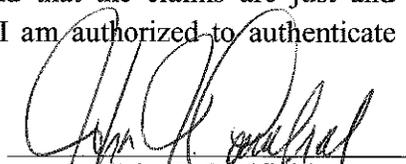
Federal Tax Deposit:

Total Amount of Deposit: \$232,690.18

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.


Eric Lowell
Accounting Supervisor


Tho Kraus
Assistant City Manager
Administrative Services


John J. Caulfield
City Manager

Payroll Distribution
City of Lakewood
Pay Period ending 06-30-14 and 07-15-14

Direct Deposit and ACH in the amount of : \$2,386,251.76
Payroll Ck#'s 113223 - 113251 in the amount of : \$30,135.20
Total Payroll Distribution: \$2,416,386.96

Employee Pay Total by Fund:

<u>Fund 001 - General</u>	<u>Amount</u>
City Council	\$ 5,200.00
Municipal Court	\$ 84,283.96
City Manager	\$ 24,028.00
Finance and Administrative Services	\$ 139,808.98
Legal	\$ 60,585.79
Community and Economic Development	\$ 112,052.57
Parks and Recreation	\$ 103,367.24
Police	\$ 886,879.60
Public Works Property Management	\$ 18,520.74
Non-Departmental	\$ 26,064.09
General Fund Total	\$ 1,460,790.97

Fund 101 - Street Operations and Maintenance	\$ 77,674.10
Fund 102 - Street Capital Projects	\$ 78,440.26
Fund 104 - Hotel / Motel Lodging Tax	\$ 1,853.77
Fund 180 - Narcotics Seizure	\$ 1,108.89
Fund 190 - Grants	\$ 15,513.84
Fund 191 - Neighborhood Stabilization Program	\$ -
Fund 192 - Office of Economic Adjustment	\$ 6,989.29
Fund 195 - Public Safety Grants	\$ 9,896.22
Fund 311 - Sewer Capital Project	\$ -
Fund 312 - Sanitary Sewer Connection Capital	\$ 920.78
Fund 401 - Surface Water Management	\$ 62,380.28
Other Funds Total	\$ 254,777.43

Employee Gross Pay Total	\$ 1,715,568.40
Benefits and Deductions:	\$ 700,818.56
Grand Total	\$ 2,416,386.96



To: Mayor and City Councilmembers
From: Tho Kraus, Assistant City Manager/Administrative Services
Through: John J. Caulfield, City Manager
Date: August 4, 2014
Subject: Claims Voucher Approval

Check Run Period: July 9 – July 23, 2014

Total Amount: \$1,295,609.88

Checks and EFTs Issued:

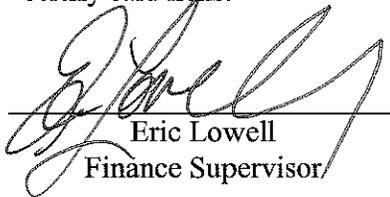
7/9/14-7/23/14	Checks 76247-76548	\$1,278,890.30
7/9/2014	Wire 13572114 Department of Revenue, May Excise Tax	\$ 14,455.64
	Wire 201988070 Diamond Marketing Solutions	\$ 5,000.00

Void Checks

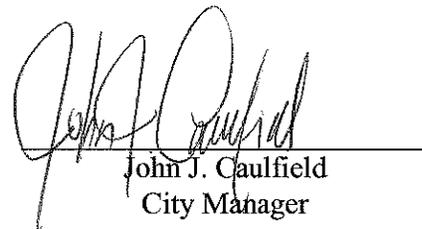
Check 76404	United Way of Pierce County	(\$1,211.06)
Check 76475	AccountTemps, Inc.	(\$1,525.00)

Grand Total **\$1,295,609.88**

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.


Eric Lowell
Finance Supervisor


Tho Kraus
Assistant City Manager/
Administrative Services


John J. Caulfield
City Manager

City of Lakewood - Accounts Payable Voucher Report

Columbia Bank

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Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76247	7/9/2014	002831		ADVANCED TRAFFIC PRODUCTS INC,			\$204.58
101.0000.21.542.64.31.030			6/23/2014	0000010270	PWST YELLOW HOUSING/SS BUTTON	204.58	
76248	7/9/2014	003946		BATTERIES PLUS,			\$43.54
101.0000.21.544.90.31.001			6/20/2014	245-326692	PWST CV LITHIUM COIN	43.54	
76249	7/9/2014	010749		BRANDSTETTER, MICHAEL			\$471.28
001.0000.01.511.60.43.004			7/1/2014	T6/02/14 PER DIEM	CC T6/02/14 PER DIEM AWC CONFE	128.00	
001.0000.01.511.60.43.003			7/1/2014	T6/02/14 PER DIEM	CC T6/02/14 MILEAGE AWC CONFER	343.28	
76250	7/9/2014	000066		BRATWEAR GROUP LLC,			\$14,596.00
195.0000.02.521.30.35.010			6/24/2014	11983	PD HERRITT BODY ARMOR/CARRIER	537.70	
001.0000.15.521.22.35.010			6/24/2014	11983	PD HERRITT BODY ARMOR/CARRIER	537.70	
195.0000.02.521.30.35.010			6/26/2014	12009	PD TENNEY BODY ARMOR & CARRIER	537.70	
001.0000.15.521.22.35.010			6/26/2014	12009	PD TENNEY BODY ARMOR & CARRIER	537.70	
001.0000.15.521.10.31.008			6/26/2014	12046	PD GOLD INSIGNIA CUTOUT	70.02	
195.0000.02.521.30.35.010			6/27/2014	12026	PD B. JOHNSON BODY ARMOR/CARRI	537.70	
001.0000.15.521.21.35.010			6/27/2014	12026	PD B. JOHNSON BODY ARMOR/CARRI	537.70	
001.0000.15.521.80.31.008			6/19/2014	11933	PD WADE, DUTYMAN BELT	22.70	
001.0000.15.521.70.31.008			6/23/2014	11982	PD SANDALL JUMPSUIT REPAIRS	53.20	
195.0000.02.521.30.35.010			6/23/2014	12003	PD PUNZALAN BODY ARMOR/CARRIER	537.70	
001.0000.15.521.21.35.010			6/23/2014	12003	PD PUNZALAN BODY ARMOR/CARRIER	537.70	
195.0000.02.521.30.35.010			6/23/2014	12004	PD BUNTON BODY ARMOR & CARRIER	537.70	
001.0000.15.521.21.35.010			6/23/2014	12004	PD BUNTON BODY ARMOR & CARRIER	537.70	
195.0000.02.521.30.35.010			6/23/2014	12005	PD FIGUEROA BODY ARMOR & CARRI	537.70	
001.0000.15.521.22.35.010			6/23/2014	12005	PD FIGUEROA BODY ARMOR & CARRI	537.70	
195.0000.02.521.30.35.010			6/23/2014	12006	PD CZULEGER BODY ARMOR & CARRI	537.70	
001.0000.15.521.22.35.010			6/23/2014	12006	PD CZULEGER BODY ARMOR & CARRI	537.70	
195.0000.02.521.30.35.010			6/23/2014	12007	PD BARNARD BODY ARMOR & CARRIE	537.70	
001.0000.15.521.21.35.010			6/23/2014	12007	PD BARNARD BODY ARMOR & CARRIE	537.70	
195.0000.02.521.30.35.010			6/23/2014	12008	PD HOLMES BODY ARMOR & CARRIER	537.70	
001.0000.15.521.21.35.010			6/23/2014	12008	PD HOLMES BODY ARMOR & CARRIER	537.70	
180.0000.19.521.21.35.010			6/17/2014	11888	PD SIVANKEO & BROWN VESTS	4,361.50	
180.0000.19.521.21.35.010			6/17/2014	11888	Sales Tax	409.98	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76251	7/9/2014	008544		CASCADE ENGINEERING SERVICES,			\$915.00
001.0000.15.521.70.41.001			6/26/2014	ML-1462608039	PD CALIBRATION SVCS	915.00	
76252	7/9/2014	010262		CENTURYLINK,			\$600.90
001.0000.98.518.35.42.001			7/2/2014	253-581-8220 448B	PWFC PHONE SVC 07/02-08/02/14	37.22	
401.0000.41.531.10.42.001			7/1/2014	253-584-5364 399B	PWSW PHONE SVC 07/01-08/01/14	41.11	
001.0000.15.521.10.42.001			6/16/2014	253-582-1023 738B0	PD 6/16-7/16/14 SVCS	65.99	
001.0000.04.518.80.42.001			6/16/2014	253-582-9966 584B	PWFN 6-16-7/16/14 SVCS	45.98	
001.0000.11.576.81.42.001			6/16/2014	206-T02-7702 584B	PKFC 6/16-7/16/14 SVCS	277.96	
001.0000.15.521.10.42.001			6/23/2014	206-T31-6789 758B	PD 6/23-7/23/14 SVCS	82.29	
001.0000.15.521.10.42.001			6/19/2014	253-588-4697 855B	PD 6/19-7/19/14 SVCS	50.35	
76253	7/9/2014	002120		CHICAGO TITLE INSURANCE CO,			\$174.55
190.0000.53.559.32.41.001			6/17/2014	4376731	CDBG LHR-095 SMITH	174.55	
76254	7/9/2014	003883		CHUCKALS INC,			\$769.75
001.0000.11.569.50.31.001			4/22/2014	778929-0	PKFC SUPPLIES	109.74	
001.0000.04.518.80.31.002			6/17/2014	784829-0	FN SUPPLIES	427.68	
001.0000.04.514.20.31.001			6/27/2014	786051-0	FN SUPPLIES	232.33	
76255	7/9/2014	000536		CITY TREASURER/CITY OF TACOMA,			\$9,075.16
101.0000.21.542.63.47.006			6/30/2014	100230265PW 06/30/14	PWST 8200 TAC MALL BLVD A 5/1-	49.34	
101.0000.21.542.64.47.005			6/30/2014	100233510PW 06/30/14	PWST 2310 84TH ST S 5/1-6/30/1	40.63	
001.0000.98.518.35.47.005			6/26/2014	100113209 6/14	PWFC 5/29-6/26/14 6000 MAIN ST	6,652.17	
101.0000.21.542.63.47.006			6/26/2014	100218262PW 06/26/14	PWST 10601 MAIN ST SW 5/29-6/2	91.12	
101.0000.21.542.63.47.006			6/26/2014	100218270 6/14	PWST 5/29-6/26/14 MAIN ST & DA	6.25	
101.0000.21.542.64.47.005			6/26/2014	100218275 6/14	PWST 5/29-6/26/14 GLD & MAIN S	81.76	
101.0000.21.542.64.47.005			6/24/2014	100228664 6/14	PWST 4/25-6/24/14 STEIL & PHIL	61.14	
101.0000.21.542.64.47.005			6/24/2014	100463704 6/14	PWST 4/25-6/24/14 PHILLIPS SCH	1.82	
101.0000.21.542.64.47.005			6/24/2014	100463705 6/14	PWST 4/25-6/24/14 PHILLIPS SCH	1.82	
101.0000.21.542.64.47.005			6/24/2014	100463706 6/14	PWST 4/25-6/24/14 STEIL BLVD S	1.82	
101.0000.21.542.64.47.005			6/24/2014	100463728 6/14	PWST 4/25-6/24/14 GLD SCH ZONE	1.82	
101.0000.21.542.64.47.005			6/24/2014	100463794 6/14	PWST 4/25-6/24/14 7621 STEIL B	1.82	
101.0000.21.542.64.47.005			6/19/2014	100228921 6/14	PWST 4/22-6/19/14 7702 STEIL.	44.52	
101.0000.21.542.63.47.006			6/19/2014	100429839 6/14	PWST 4/22-6/19/14 STEIL BLVD L	49.34	
101.0000.21.542.64.47.005			6/20/2014	100665891 6/14	PWST 5/22-6/20/14 ONYX DR RADA	8.44	
101.0000.21.542.64.47.005			6/23/2014	100228754 6/14	PWST 4/24-6/23/14 GLD & 112TH	56.60	
101.0000.21.542.64.47.005			6/23/2014	100228973 6/14	PWST 4/24-6/23/14 10699 GLD	43.05	
101.0000.21.542.64.47.005			6/23/2014	100254732 6/14	PWST 5/23-6/23/14 GLD & SCHOOL	18.61	

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101.0000.21.542.64.47.005			6/23/2014	100707975 6/14	PWST 5/23-6/23/14 7403 LAKEWOO	53.71	
101.0000.21.542.63.47.006				100218262PW 05/28/14	PWST 10601 MAIN ST SW 4/29-5/2	-30.47	
101.0000.21.542.63.47.006			7/7/2014	100223530 6/14	PWST 5/31-6/30/14 PRIMARY ST L	1,679.27	
101.0000.21.542.64.47.005			7/7/2014	100230603 6/14	PWST 5/2-7/1/14 75TH & CUSTER	54.65	
101.0000.21.542.63.47.006			7/7/2014	100230616 6/14	PWST 5/2-7/1/14 CUSTER STLTS	105.93	
76256	7/9/2014	000536		CITY TREASURER/CITY OF TACOMA,			\$21,334.64
101.0000.21.542.63.48.001			6/20/2014	90568661	PWST ANNUAL ST LIGHT MAINTENAN	21,334.64	
76257	7/9/2014	005786		CLASSY CHASSIS,			\$345.03
001.0000.15.521.10.41.001			6/13/2014	2650	PD 6/7-6/13/14 FLEET EXTERIOR	126.69	
001.0000.15.521.70.48.001			6/13/2014	2650	PD 6/7-6/13/14 FLEET EXTERIOR	63.16	
001.0000.15.521.23.48.001			6/13/2014	2650	PD 6/7-6/13/14 FLEET EXTERIOR	34.99	
001.0000.15.521.10.41.001			6/23/2014	2652	PD EXTERIOR WASHES FOR FLEET	120.19	
76258	7/9/2014	000099		CLOVER PARK SCHOOL DISTRICT,			\$100.00
001.0000.11.571.20.51.001			6/30/2014	19109	PKRC 6/3/14 FIELD TRIP TRANSP	100.00	
76259	7/9/2014	004501		COASTWIDE LABORATORIES,			\$905.83
001.0000.11.576.80.31.001			6/6/2014	T2670726	PKFC LABORATORIES JANITORIAL S	516.09	
001.0000.11.576.81.31.001			6/5/2014	T2670729	COASTWIDE LABORATORIES JANITOR	389.74	
76260	7/9/2014	008523		COMPLETE OFFICE,			\$552.18
001.0000.99.518.40.31.001			6/19/2014	1096523-0	ND SUPPLIES	74.21	
001.0000.99.518.40.31.001			6/30/2014	1100520-0	ND PAPER	477.97	
76261	7/9/2014	000496		DAILY JOURNAL OF COMMERCE,			\$689.70
102.0010.22.595.30.44.001			6/24/2014	3289676	PWCP E1177 MADIGAN ACCESS ADVE	689.70	
76262	7/9/2014	003867		DELL MARKETING LP,			\$47,081.48
001.0000.04.518.80.35.030			5/1/2014	XJDJ8P8X8	IT PK COMPUTER SPECIAL DESKTOP	893.66	
001.0000.04.518.80.35.030			5/2/2014	XJDK1D231	IT PK COMPUTERS - STD DESKTOP	9,837.58	
001.0000.04.518.80.35.030			5/2/2014	XJDK1D231	IT CD COMPUTERS - STD DESKTOP	6,886.30	
001.0000.04.518.80.35.030			5/2/2014	XJDK1D231	IT CM COMPUTER - STD DESKTOP M	983.76	
001.0000.04.518.80.35.030			5/2/2014	XJDK1D231	IT HR COMPUTERS - STD DESKTOP	7,870.06	
001.0000.04.518.80.35.030			5/2/2014	XJDK1D231	IT COMPUTER - STD DESKTOP M/T	983.75	
001.0000.04.518.80.35.030			5/6/2014	XJDKR6KM9	IT CM LAPTOP	1,509.73	
001.0000.04.518.80.35.030			5/6/2014	XJDKR6KM9	IT CD LAPTOP	6,038.88	
001.0000.04.518.80.35.030			5/6/2014	XJDKR6KM9	IT LAPTOP	10,568.04	

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001.0000.04.518.80.35.030			5/6/2014	XJDKR6KM9	IT PK LAPTOP	1,509.72	
76263	7/9/2014	003867		DELL MARKETING LP,			\$4,099.85
001.0000.04.518.80.35.030			5/7/2014	XJDM68W49	IT CM BAG/CASE FOR LAPTOP	29.99	
001.0000.04.518.80.35.030			5/7/2014	XJDM68W49	IT CD BAG/CASE FOR LAPTOP	119.96	
001.0000.04.518.80.35.030			5/7/2014	XJDM68W49	IT BAG/CASE FOR LAPTOP	209.93	
001.0000.04.518.80.35.030			5/7/2014	XJDM68W49	IT PK BAG/CASE FOR LAPTOP	29.99	
001.0000.04.518.80.35.030			5/7/2014	XJDM68W49	Sales Tax	2.82	
001.0000.04.518.80.35.030			5/7/2014	XJDM68W49	Sales Tax	11.28	
001.0000.04.518.80.35.030			5/7/2014	XJDM68W49	Sales Tax	19.73	
001.0000.04.518.80.35.030			5/7/2014	XJDM68W49	Sales Tax	2.82	
001.0000.04.518.80.35.030			4/30/2014	XJDFT3315	IT CD DOCKING-PORT FOR LAPTOPS	525.52	
001.0000.04.518.80.35.030			4/30/2014	XJDFT3315	IT DOCKING-PORT FOR LAPTOPS	919.66	
001.0000.04.518.80.35.030			4/30/2014	XJDFT3315	IT PK DOCKING-PORT FOR LAPTOPS	131.38	
001.0000.04.518.80.35.030			4/30/2014	XJDFT3315	Sales Tax	49.40	
001.0000.04.518.80.35.030			4/30/2014	XJDFT3315	Sales Tax	86.45	
001.0000.04.518.80.35.030			4/30/2014	XJDFT3315	Sales Tax	12.35	
001.0000.04.518.80.35.030			4/30/2014	XJDFT3T66	IT PK VIDEO CARD	131.24	
001.0000.04.518.80.35.030			4/30/2014	XJDFT3T66	Sales Tax	12.34	
001.0000.04.518.80.35.030			4/30/2014	XJDJ1MDT7	IT HR MONITORS	1,154.93	
001.0000.04.518.80.35.030			4/30/2014	XJDJ1MDT7	IT CD MONITORS	494.97	
001.0000.04.518.80.35.030			4/30/2014	XJDJ1MDT7	Sales Tax	108.56	
001.0000.04.518.80.35.030			4/30/2014	XJDJ1MDT7	Sales Tax	46.53	
76264	7/9/2014	003435		EMERALD HILLS COFFEES,			\$264.83
001.0000.99.518.40.31.001			6/27/2014	851627	ND WATER COOLER	54.59	
001.0000.99.518.40.31.001			6/27/2014	851628	ND WATER COOLER	27.30	
001.0000.99.518.40.31.001			6/27/2014	851629	ND WATER COOLER	27.30	
001.0000.99.518.40.31.001			6/27/2014	851630	ND WATER COOLER	27.30	
001.0000.99.518.40.31.001			6/27/2014	851631	ND WATER COOLER/COFFEE SUPPLIE	128.34	
76265	7/9/2014	005360		EVANS, RALPH			\$138.00
001.0000.15.521.40.43.001			7/8/2014	V7/01/14 PER DIEM	PD V7/01/14 EVANS PER DIEM	138.00	
76266	7/9/2014	007965		GORDON THOMAS HONEYWELL,			\$4,731.33
001.0000.03.513.10.41.001			6/30/2014	JUNE14 1014	CM 2014 GOVERNMENTAL AFFAIRS S	4,731.33	
76267	7/9/2014	010903		GSP LAKEVIEW INDUSTRIAL LLC,			\$706.15
101.0000.21.543.50.45.004			7/1/2014	600109	PWST JULY, 2014 RENTAL	706.15	

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76268	7/9/2014	004036		HORIZON/AUTOMATIC RAIN CO,			\$411.11
001.0000.11.542.70.31.001			6/18/2014	3N044055	PKFC RAIN BIRD, FITTINGS	122.91	
001.0000.11.542.70.31.001			6/18/2014	3N044056	PKFC WIRE CABLE	108.13	
001.0000.11.542.70.31.001			6/18/2014	3N044071	PKFC FITTINGS	14.48	
001.0000.11.542.70.31.001			6/19/2014	3N044132	PKFC FITINGS	165.59	
76269	7/9/2014	000234		HUMANE SOCIETY FOR TACOMA & PC,			\$8,837.50
001.0000.15.554.30.41.008			7/1/2014	IVC0001316	PD JULY, 2014 BOARDING CONTRAC	8,837.50	
76270	7/9/2014	005773		JORDAN, TODD			\$138.00
001.0000.15.521.40.43.001			7/8/2014	V7/01/14 PER DIEM	PD V7/01/14 JORDAN PER DIEM	138.00	
76271	7/9/2014	000299		LAKEVIEW LIGHT & POWER CO.,			\$23,757.75
101.0000.21.542.64.47.005			6/28/2014	67044-028 6/14	PWST 5/21-6/23/14 PAC HWY/GLD	84.27	
101.0000.21.542.63.47.006			6/28/2014	67044-035PW 06/28/14	PWST 972 ST LTS 5/28-6/28/14	7,639.12	
101.0000.21.542.63.47.006			6/28/2014	67044-036PW 06/28/14	PWST 197 AMORT ST LTS 5/28-6/2	1,891.01	
401.0000.41.531.10.47.005			6/28/2014	67044-037 6/14	PWSW 5/27-6/25/14 PAC HWY	47.33	
101.0000.21.542.64.47.005			6/28/2014	67044-038 6/14	PWST 5/21-6/19/14 BPW & PAC HW	74.29	
001.0000.11.576.80.47.005			6/28/2014	67044-041 6/14	PKFC 5/27-6/24/14 4721 127TH S	25.88	
101.0000.21.542.64.47.005			6/28/2014	67044-043 6/14	PWST 5/21-6/23/14 BPW & SAN FR	122.76	
101.0000.21.542.64.47.005			6/28/2014	67044-054 6/14	PWST 5/27-6/25/14 PAC HWY SGNL	84.87	
101.0000.21.542.64.47.005			6/28/2014	67044-055 6/14	PWST 5/27-6/25/14 11424 PAC HW	90.30	
101.0000.21.542.64.47.005			6/28/2014	67044-056 6/14	PWST 5/27-6/25/14 11517 PAC HW	90.47	
401.0000.41.531.10.47.005			6/28/2014	67044-057 6/14	PWSW 5/21-6/23/14 SEATTLE AVE	47.25	
001.0000.11.576.80.47.005			6/28/2014	67044-070 6/14	PKFC 5/27-6/24/14 4723 127TH S	32.50	
101.0000.21.542.64.47.005			6/21/2014	6704-019 6/14	PWST 5/13-6/12/14 BPW & 100TH	87.12	
001.0000.98.521.50.47.005			6/21/2014	117448-001 6/14	PWFC 5/12-6/12/14 9401 LAKEWOO	12,156.35	
101.0000.21.542.64.47.005			6/21/2014	6704-005 6/14	PWST 5/19-6/18/14 BPW & LKWD	83.07	
101.0000.21.542.64.47.005			6/21/2014	6704-024 6/14	PWST 5/13-6/11/14 GLD & STEIL	77.04	
101.0000.21.542.64.47.005			6/21/2014	6704-046 6/14	PWST 5/14-6/16/14 10013 GLD SV	171.23	
101.0000.21.542.64.47.005			6/21/2014	67044-001 6/14	PWST 5/19-6/18/14 100TH & DAVI	81.86	
101.0000.21.542.64.47.005			6/21/2014	67044-003 6/14	PWST 5/13-6/12/14 MOTOR AVE &	77.73	
101.0000.21.542.64.47.005			6/21/2014	67044-006 6/14	PWST 5/14-6/16/14 108TH & BPW	70.93	
101.0000.21.542.64.47.005			6/21/2014	67044-020 6/14	PWST 5/12-6/12/14 59TH & BPW	101.58	
101.0000.21.542.64.47.005			6/21/2014	67044-022 6/14	PWST 5/12-6/12/14 GLD & BPW	107.17	
101.0000.21.542.64.47.005			6/21/2014	67044-026 6/14	PWST 5/13-6/12/14 GLD & MT TA	84.62	
001.0000.11.576.80.47.005			6/21/2014	67044-034 5/14	PKFC 5/14-6/16/14 RUSSELL RD S	47.76	
101.0000.21.542.63.47.006			6/21/2014	67044-039 6/14	PWST 5/14-6/16/14 57TH 100TH	72.30	

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101.0000.21.542.64.47.005			6/21/2014	67044-044 6/14	PWST 5/12-6/12/14 100TH & LAKE	88.23	
101.0000.21.542.64.47.005			6/21/2014	67044-047 6/14	PWST 5/15-6/16/14 59TH & 100TH	97.19	
001.0000.11.576.80.47.005			6/21/2014	67044-063 6/14	PKFC 5/13-6/11/14 FAIRLAWN SVC	52.42	
101.0000.21.542.64.47.005			6/21/2014	67044-064 6/14	PWST 5/13-6/12/14 93RD & BPW	71.10	
76272	7/9/2014	003132		LAKEWOLD GARDENS,			\$5,964.00
104.0000.01.557.30.41.001			6/26/2014	2001-1543	HM 2014 LODGING TAX GRANT	5,964.00	
76273	7/9/2014	000288		LAKWOOD HARDWARE & PAINT INC,			\$155.56
001.0000.11.576.80.31.001			6/23/2014	395544	PKFC SPRAY PAINT	155.56	
76274	7/9/2014	003008		LARSEN SIGN CO,			\$59.08
101.0000.21.544.90.41.001			6/25/2014	17341	PWST CITY LOGOS	59.08	
76275	7/9/2014	010485		LAW OFFICE OF R TYE GRAHAM,			\$2,783.00
001.0000.06.515.30.41.001			7/4/2014	83	LG PROSECUTION SERVICES 2014	83.00	
001.0000.06.515.30.41.001			6/25/2014	81	LG 6/24-6/28/14 PROSECUTION SE	1,350.00	
001.0000.06.515.30.41.001			7/1/2014	82	LG 7/1-4/14 PROSECUTION SERVIC	1,350.00	
76276	7/9/2014	002185		LOWE'S COMPANIES INC,			\$9,734.16
001.0000.11.576.80.31.001			6/16/2014	924488	PKFC SUPPLIES	39.41	
001.0000.11.576.80.31.001			5/27/2014	924977	PKFC SUPPLIES	59.61	
001.0000.11.576.80.31.001			5/28/2014	923868	PKFC ELECTRIC DRYER	354.50	
195.0000.05.521.30.35.010			4/17/2014	991631	PD LAWN MOWER	1,421.11	
195.0000.05.521.30.35.010			4/17/2014	991631	PD PORTABLE GENERATOR	2,105.05	
195.0000.05.521.30.35.010			4/17/2014	991631	PD UTILITY TRAILER	977.86	
195.0000.05.521.30.35.010			4/17/2014	991631	PD LOG SPLITTER	1,659.76	
195.0000.05.521.30.35.010			4/17/2014	991631	PD PRESSURE WASHER	3,116.86	
76277	7/9/2014	010919		MCMULLEN, ELIZABETH			\$1,487.50
001.0000.06.515.30.41.001			7/3/2014	6/30-7/3/14	LG-6/30-7/3/14 PROSECUTION SE	600.00	
001.0000.06.515.30.41.001			6/29/2014	6/14	LG- 6/23-6/26/14 PROSECUTION	887.50	
76278	7/9/2014	009724		MILES RESOURCES LLC,			\$1,645.89
101.0000.21.542.30.31.030			6/24/2014	238163	PWST HMA CLASS 1/2" MODIFIED	103.93	
101.0000.21.542.70.31.030			6/24/2014	238205	PWST CRUSHED ROCK	258.25	
101.0000.21.542.70.31.030			6/24/2014	238259	PWST CRUSHED ROCK	510.46	
101.0000.21.542.30.31.030			6/16/2014	237958	PWST RAW MATERIALS	463.95	
101.0000.21.542.30.31.030			6/16/2014	238004	PWST RAW MATERIALS	309.30	

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76279	7/9/2014	000364		NORTHWEST BUILDING LLC,			\$2,711.00
001.0000.98.542.65.51.001			6/23/2014	3RD QTR, 2014	PWFC 3RD QTR, 2014 MAINT COMMO	2,711.00	
76280	7/9/2014	009317		OPTIC FUSION INC,			\$1,549.28
001.0000.04.518.80.42.001			7/1/2014	23904	IT 7/14 INTERNET CONNECTIVITY	1,549.28	
76281	7/9/2014	007242		OSNESS, PAUL			\$138.00
001.0000.15.521.40.43.001			7/8/2014	V7/01/14 PER DIEM	PD V7/01/14 OSNESS PER DIEM	138.00	
76282	7/9/2014	000407		PIERCE COUNTY,			\$22,116.75
001.0000.15.521.80.41.001			6/30/2014	AR160542	PD JUNE, 2014 PRINT CHARGES	197.70	
311.0000.01.559.30.41.001			6/25/2014	AR160459	PWSC E2216 6/14 SEWER LINE REV	10.79	
101.0000.21.542.64.51.025			6/20/2014	AR160366	PWST 5/14 TRAFFIC MAINTENANCE	15,907.39	
101.0000.21.544.20.51.025			6/20/2014	AR160366	PWST 5/14 ENGR SUPPORT	172.52	
101.0000.21.542.64.51.025			5/30/2014	AR159496	PWST APRIL, 2014 TRAFFIC MAINT	5,828.35	
76283	7/9/2014	000428		PIERCE COUNTY SEWER,			\$448.66
001.0000.98.518.35.47.004			7/1/2014	00870307 PW 07/01/14	PWFC 6000 MAIN ST 06/14	193.48	
001.0000.98.521.50.47.004			7/1/2014	01360914 PW 07/01/14	PWFC 9401 LKWD DR 06/14	79.64	
001.0000.11.576.81.47.004			7/1/2014	01431285 6/14	PKFC JUNE, 2014 FT STEILACOOM	91.83	
101.0000.21.543.50.47.004			7/1/2014	01552201 PW 07/01/14	PWST 9420 FRONT ST S 06/14	83.71	
76284	7/9/2014	010630		PRINT NW,			\$306.16
104.0000.01.557.30.41.001			6/19/2014	D7195001	HM SUMMERFEST POSTER	306.16	
76285	7/9/2014	009928		PROFAST SUPPLY LLC,			\$835.82
001.0000.11.576.81.31.001			6/11/2014	5395	PKFC EARMUFFS	137.65	
001.0000.11.576.81.31.001			6/25/2014	4396	PKFC BROOMS, DRILL BITS, TARP	435.96	
001.0000.11.576.81.31.001			6/25/2014	5433	PKFC GLOVES	125.46	
001.0000.11.576.80.31.001			6/26/2014	5432	PKFC PVC PIPE CAPS	136.75	
76286	7/9/2014	007183		PRO-VAC,			\$20,821.82
401.0000.41.531.10.48.001			6/9/2014	140501-005	PWSW 5/14 STORM DRAIN CLEAN/CC	20,821.82	
76287	7/9/2014	000446		PUGET SOUND CLEAN AIR AGENCY,			\$6,478.00
001.0000.99.539.10.51.017			1/10/2014	14-0505	3RD QTR, 2014 CLEAN AIR ASSSES	6,478.00	
76288	7/9/2014	009761		PUGET SOUND SPECIALTIES INC,			\$924.43

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.81.31.001			6/16/2014	24291	PKFC RYE SEED	924.43	
76289	7/9/2014	010522		RICOH USA INC,			\$974.40
001.0000.99.518.40.45.002			6/15/2014	5031174308	ND 5/15-6/14/14 COPIER OVERAGE	911.49	
001.0000.15.521.10.45.002			6/18/2014	5031216564	PD 5/18-6/17/14 ADDITIONAL COP	26.26	
101.0000.21.543.50.45.004			6/19/2014	5031245469	PWST 5/21-6/20/14 ADDITIONAL I	18.72	
001.0000.15.521.10.45.002			6/23/2014	5031290560	PD 5/26-6/25/14 ADDITIONAL IMA	17.93	
76290	7/9/2014	008263		RUSSELL, MIKE			\$138.00
001.0000.15.521.40.43.001			7/8/2014	V7/01/14 PER DIEM	PD V7/01/14 RUSSELL PER DIEM	138.00	
76291	7/9/2014	008825		SAFELITE FULFILLMENT INC,			\$158.29
001.0000.15.521.70.48.001			6/17/2014	00440-086114	PD CV#1570015 SOLAR ANTENNA	158.29	
76292	7/9/2014	009723		SHERIDAN, SELINDA			\$451.20
001.0000.11.569.50.41.001			7/1/2014	5/14-6/18/14	PKSR 5/14-6/18/14 INSTRUCTOR F	451.20	
76293	7/9/2014	002913		SOUND ENERGY SYSTEMS,			\$1,890.43
001.0000.98.518.35.41.001			5/25/2014	103302	PW 6/25-7/25/14 FIRE SMOKE DAM	1,890.43	
76294	7/9/2014	010656		SOUTH SOUND 911,			\$161,754.57
001.0000.15.521.10.51.059			7/7/2014	01216	PD JULY, 2014 DISPATCH SVCS	122,352.58	
001.0000.15.521.10.51.058			7/7/2014	01216	PD JULY, 2014 RECORDS SVCS	10,860.66	
001.0000.15.521.10.51.063			7/7/2014	01216	PD JULY, 2014 IT SVCS	28,541.33	
76295	7/9/2014	000516		SPRINT,			\$331.67
001.0000.15.521.23.42.006			6/25/2014	41934590-064	PD 5/22-6/21/14 AIRCARD SVCS	84.48	
001.0000.15.521.21.42.001			6/25/2014	41934590-064	PD 5/22-6/21/14 AIRCARD SVCS	126.72	
001.0000.15.521.21.42.006			6/18/2014	482477812-079	PD 5/15-6/14/14 AIRCARD SVCS	39.99	
001.0000.15.521.23.42.006			6/18/2014	482477812-079	PD 5/15-6/14/14 AIRCARD SVCS	80.48	
76296	7/9/2014	009493		STAPLES ADVANTAGE,			\$934.29
101.0000.21.543.30.31.001			6/19/2014	3234321783	PWST SUPPLIES	27.97	
101.0000.21.543.30.31.001			6/19/2014	3234321784	PWST SUPPLIES	49.98	
101.0000.21.543.30.31.001			6/19/2014	3234321785	PWST SUPPLIES	42.06	
001.0000.04.518.80.31.002			6/20/2014	3234410021	FN TONER	814.28	
76297	7/9/2014	005897		SWANK MOTION PICTURES INC,			\$737.36
001.0000.11.571.20.41.082			6/9/2014	RG 1185246	PKRC MOVIE RENTAL	737.36	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76298	7/9/2014	006497		SYSTEMS FOR PUBLIC SAFETY,			\$12,040.57
001.0000.15.521.21.48.001			5/28/2014	24279	PD CV#1521031 BRAKE SERVICE	1,047.68	
001.0000.15.521.22.48.001			5/28/2014	24285	PD CV#1522440 OIL CHANGE	159.95	
001.0000.15.521.22.48.001			5/30/2014	22912	PD CV#1522016 INSTALL PUSHBARS	1,597.19	
001.0000.15.521.22.48.001			6/9/2014	24358	PD CV#1522021 15K SVCS, OIL CH	85.92	
001.0000.15.521.22.48.001			6/6/2014	24352	PD CV#1522444 SIREN SVCS	590.71	
001.0000.15.521.22.48.001			6/6/2014	24355	PD CV#1522431 TIRES/OIL CHANGE	281.12	
001.0000.15.521.22.48.001			5/30/2014	24301	PD CV#1522434 15K SVCS, BRAKE	1,337.33	
001.0000.15.521.22.48.001			6/2/2014	24158	PD CV#1522085 BRAKE SVCS	509.71	
001.0000.15.521.22.48.001			6/2/2014	24312	PD CV#1522601 RADIO SERVICED	384.81	
001.0000.15.521.22.48.001			6/3/2014	24274	PD CV#1522043 CLOCK SVCS	165.42	
001.0000.15.521.10.48.001			6/3/2014	24325	PD CV#1521003 BATTERY	306.30	
001.0000.02.523.30.48.005			6/20/2014	24441	MC CV#0230004 OIL CHANGE	58.34	
180.0000.19.521.21.48.001			6/19/2014	24388	PDSZ CV#1523503S TIRE REPLACED	45.95	
001.0000.15.521.22.48.001			6/19/2014	24460	PD CV#1522094 FAN SVCS	70.02	
001.0000.15.521.21.48.001			6/19/2014	24468	PD CV#1521038 AC SVCS	99.11	
001.0000.15.521.22.48.001			6/18/2014	24419	PD SAFETY INSPECTION	26.26	
001.0000.99.548.79.46.002			6/18/2014	24433	PD C# 131210-15A CV#1522434 LA	45.95	
001.0000.15.521.21.48.001			6/17/2014	24423	PD CV#1521050 OIL CHANGE	56.97	
001.0000.15.521.22.48.001			6/12/2014	24357	PD CV#1522433 BRAKE SVCS, OIL	596.48	
001.0000.15.521.22.48.001			6/13/2014	24409	PD CV#1522608 OIL CHANGE	63.54	
001.0000.15.521.22.48.001			6/16/2014	24414	PD CV#1522426 WINDSHIELD WIPER	579.12	
001.0000.15.521.22.48.001			6/11/2014	24354	PD CV#1522040 CONTROL ARM, OIL	441.32	
001.0000.15.521.22.48.001			6/11/2014	24387	PD CV#1522428 BRAKE SVCS, OIL	882.94	
001.0000.15.521.21.48.001			6/25/2014	24452	PD CV#1521030 OIL CHANGE, CHEC	326.05	
001.0000.15.521.22.48.001			6/24/2014	24484	PD CV#1522999 AC CONDENSOR	478.26	
001.0000.15.521.21.48.001			6/23/2014	24314	PD CV#1521036 OIL CHANGE, SHOT	189.50	
001.0000.15.521.22.48.001			6/23/2014	24471	PD CV#1522062 OIL CHANGE, ROTA	177.81	
001.0000.15.521.70.48.001			6/23/2014	24472	PD CV#1570439 TIRES	264.64	
001.0000.15.521.22.48.001			6/30/2014	24435	PD CV#1522447 TIRES, BRAKE SVC	1,009.65	
001.0000.15.521.22.48.001			6/30/2014	24474	PD CV#1522440 TIRES	162.52	
76299	7/9/2014	000559		TOTEM ELECTRIC OF TACOMA INC,			\$139,087.81
102.0013.22.595.30.63.108			6/10/2014	E1182 PP # 3	PWCP E1182 FED AID (324) 5/10-	139,087.81	
76300	7/9/2014	010945		TRANSPO GROUP USA INC,			\$4,152.50
102.0016.22.595.30.41.001			6/18/2014	16369	PWCP E1187 MAY, 2014 TRANSPO S	2,425.00	
101.0000.21.543.30.41.001			6/23/2014	16378	PWST JUNE, 2014 ON CALL SVCS	1,727.50	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76301	7/9/2014	009107		WASHINGTON CITIES INSURANCE,			\$18,317.02
001.0000.99.518.31.46.001			7/1/2014	07/01/14	ND WCIA PMT 06/01/14-06/30/14	18,317.02	
76302	7/9/2014	009957		WASHINGTON TRACTOR INC,			\$433.67
001.0000.11.576.80.31.001			6/18/2014	489096	PKFC ARM ASSY/SUPPLIES	349.48	
001.0000.11.576.81.31.001			6/11/2014	481858	PKFC SUPPLIES	84.19	
76303	7/9/2014	006166		WESTERN TOWING SERVICES,			\$76.58
001.0000.15.521.10.41.070			6/11/2014	W34810	PD 6/11/14 TOWING SVCS	76.58	
76304	7/9/2014	000620		WINNING SEASONS,			\$1,040.94
001.0000.11.571.20.31.001			6/13/2014	T2014101	PKRC T-SHIRTS	199.11	
001.0000.11.571.20.31.008			6/10/2014	T2014097	PKRC HOODS/SWEATS/JACKETS	841.83	
76305	7/9/2014	000003		AABERGS TOOL & EQUIPMENT,			\$109.50
101.0000.21.542.70.45.004			6/23/2014	23620	PWST RENT WALKBEHIND SCARIFIER	109.50	
76306	7/9/2014	010628		ALPINE PRODUCTS INC,			\$572.80
101.0000.21.542.30.31.090			6/18/2014	TM-140842	PWST TOOL SUPPLIES	210.02	
101.0000.21.544.90.31.048			6/26/2014	TM-141115	PWST REGULATOR/RELIEF VALVE	362.78	
76307	7/9/2014	009991		ALTEC INDUSTRIES INC,			\$483.54
101.0000.21.544.90.48.005			6/24/2014	5125144	PWST LABOR/SERVICE	483.54	
76308	7/9/2014	010973		AMERICAN RED CROSS,			\$35.00
001.0000.11.571.20.41.001			6/25/2014	10308553	PKRC LIFEGUARD POELMAN SVCS	35.00	
76309	7/9/2014	010920		ARC DOUCUMENT SOLUTIONS,			\$720.82
102.0010.22.595.30.49.005			6/19/2014	54-570652	PWCP E1177	720.82	
76310	7/9/2014	004929		AUDIO JUSTICE,			\$3,829.00
001.0000.11.571.20.41.082			7/1/2014	23232	PKRC SIUMMERFEST SOUND & STATG	3,829.00	
76311	7/9/2014	010102		BEST PARKING LOT CLEANING INC,			\$4,115.26
401.0000.41.531.10.48.001			5/29/2014	131654	PWSW ARTERIAL ST CLEANING	4,115.26	
76312	7/9/2014	006115		BOARD FOR VOLUNTEER,			\$200.00
001.0000.15.521.10.21.020			7/8/2014	6/10/14	PD RESERVE OFFICER RELIEF PENS	200.00	

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76313	7/9/2014	010696		CAPITAL ONE COMMERCIAL,			\$725.23
001.0000.09.518.10.31.009				100177612	HR CREDIT FOR WELLNESS MILK NO	-8.22	
001.0000.98.518.35.31.001			6/6/2014	014683	PWFC SUPPLIES	272.62	
001.0000.09.518.10.31.009			6/30/2014	180499585211	HR RESTOCK WELLNESS STORE	460.83	
76314	7/9/2014	002049		CARD SERVICES (1241),			\$1,024.53
001.0000.11.571.22.41.001			6/24/2014	1241 6/14	PKRC HEALTH DEPT PERMIT FEE	108.00	
101.0000.21.544.20.43.001			6/24/2014	1241 6/14	PWST T6/03/14 HOWE LODGING	225.94	
001.0000.09.518.10.31.005			6/24/2014	1241 6/14	HR ORAL BOARD MEALS	51.83	
001.0000.04.518.80.41.001			6/24/2014	1241 6/14	IT MAIL CHIMP	55.00	
401.0000.41.531.10.49.011			6/24/2014	1241 6/14	PWSW DOG BONE BAG CLIPS	429.07	
401.0000.22.531.10.31.008			6/24/2014	1241 6/14	PWSW ANDERSON GLOVES/BOOTS	154.69	
76315	7/9/2014	002048		CARD SERVICES (1266),			\$185.14
001.0000.09.518.10.31.005			6/24/2014	1266 6/14	HR ORAL BOARD REFRESHMENTS	69.14	
401.0000.41.531.10.49.001			6/24/2014	1266 6/14	PWSW SWDOL LICENSE RENEWAL	116.00	
76316	7/9/2014	002473		CARD SERVICES (3438),			\$5,216.41
001.0000.07.558.60.42.001			7/3/2014	3438 6/14	CD 4/17-5/16/14 VERIZON SVCS	27.69	
001.0000.07.558.50.42.001			7/3/2014	3438 6/14	CD 4/17-5/16/14 VERIZON SVCS	145.91	
001.0000.07.557.20.42.001			7/3/2014	3438 6/14	CD 4/17-5/16/14 VERIZON SVCS	253.66	
401.0000.41.531.10.42.001			7/3/2014	3438 6/14	PW 4/17-5/16/14 VERIZON SVCS	414.42	
101.0000.21.544.90.42.001			7/3/2014	3438 6/14	PW 4/17-5/16/14 VERIZON SVCS	65.27	
101.0000.21.543.10.42.001			7/3/2014	3438 6/14	PW 4/17-5/16/14 VERIZON SVCS	126.32	
101.0000.21.543.30.42.001			7/3/2014	3438 6/14	PW 4/17-5/16/14 VERIZON SVCS	78.24	
101.0000.21.542.64.42.001			7/3/2014	3438 6/14	PW 4/17-5/16/14 VERIZON SVCS	487.11	
102.0000.22.544.20.42.001			7/3/2014	3438 6/14	PW 4/17-5/16/14 VERIZON SVCS	262.31	
001.0000.98.518.35.42.001			7/3/2014	3438 6/14	PW 4/17-5/16/14 VERIZON SVCS	100.27	
102.0000.22.544.20.31.001			7/3/2014	3438 6/14	PWCP PHONE CASE	24.60	
190.0000.52.559.31.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	57.88	
001.0000.03.513.10.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	251.74	
001.0000.03.557.20.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	96.92	
001.0000.04.514.20.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	43.88	
001.0000.04.518.80.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	474.87	
001.0000.06.515.30.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	474.39	
001.0000.13.558.70.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	123.35	
001.0000.02.523.30.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	94.50	
001.0000.01.511.60.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	280.07	

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001.0000.07.558.60.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	89.61	
102.0000.22.544.20.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	50.67	
401.0000.41.531.10.42.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON SVCS	50.67	
001.0000.02.523.30.35.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON IPHONE/CA	109.39	
001.0000.02.523.30.31.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON IPHONE/CA	32.81	
001.0000.03.513.10.35.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON IPHONE/CA	218.78	
001.0000.03.513.10.31.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON IPHONE/CA	65.62	
001.0000.03.557.20.35.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON IPHONE/CA	109.39	
001.0000.03.557.20.31.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON IPHONE/CA	32.81	
001.0000.06.515.30.35.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON IPHONE/CA	218.78	
001.0000.06.515.30.31.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON IPHONE/CA	65.62	
001.0000.07.558.60.35.001			7/3/2014	3438 6/14	4/17-5/16/14 VERIZON IPHONE/CA	109.39	
001.0000.04.514.20.31.004			7/3/2014	3438 6/14	FN ANNUAL GASB SUBSCRIPTION	225.00	
001.0000.07.558.50.42.001				3438 6/14	CD 4/17-5/16/14 VERIZON CREDIT	-45.53	
76317	7/9/2014	009279		CARD SERVICES (4623),			\$930.34
101.0000.21.543.30.31.005			6/24/2014	4623 6/14	PWST CTAC MEETING REFRESHMENTS	26.39	
101.0000.21.544.20.49.001			6/24/2014	4623 6/14	PWST OTT ENGINEERING LICENSE R	116.00	
001.0000.98.521.50.42.001			6/24/2014	4623 6/14	PWFC 5/16-6/16/14 PD ALARM FEE	171.66	
001.0000.09.518.10.31.009			6/24/2014	4623 6/14	HR EMPLOYEE PICNIC SUPPLIES	122.34	
001.0000.02.512.50.43.001			6/24/2014	4623 6/14	MC V6/01/14 JUDGE BLINN LODGIN	493.95	
76318	7/9/2014	009352		CARD SERVICES (5117),			\$365.42
311.0000.01.559.30.51.001			6/24/2014	5117 6/14	PWSC E2216 WARNSTADT SWR PERMI	300.00	
001.0000.09.518.10.31.009			6/24/2014	5117 6/14	HR WELLNESS ICE CREAM SOCIAL E	65.42	
76319	7/9/2014	010230		CARD SERVICES (5334),			\$1,085.01
001.0000.15.521.10.31.001				5334/PD 6/14	PD RANGE SUPPLY RETURNED	-17.04	
001.0000.15.521.10.31.001			6/24/2014	5334 PD 6/14	PD RANGE SUPPLIES	32.84	
001.0000.15.521.10.31.001			6/24/2014	5334 PD 6/14	PD RANGE SUPPLIES	29.90	
001.0000.15.521.26.31.090			6/24/2014	5334 PD 6/14	PD SWAT SAFETY GLASSES	567.51	
001.0000.15.521.10.32.001			6/24/2014	5334 PD 6/14	PD FUEL	79.33	
001.0000.15.521.10.31.005			6/24/2014	5334 PD 6/14	PD 6/13/14 DUI EMPHASIS REFRES	10.94	
001.0000.15.521.10.31.005			6/24/2014	5334 PD 6/14	PD DUI EMPHASIS REFRESHMENTS	35.01	
001.0000.15.521.10.31.001			6/24/2014	5334 PD 6/14	PD SUPPLIES	174.70	
001.0000.15.521.40.31.090			6/24/2014	5334 PD 6/14	PD ACTIVE SHOOTER TRAINING SUP	171.82	
76320	7/9/2014	010721		CARD SERVICES (5384),			\$223.52
101.0000.21.543.30.31.005			6/24/2014	5384 6/14	PWST POWERS/AGUON WORKING LUNC	23.52	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.21.544.90.43.001			6/24/2014	5384 6/14	PWST GOOD TO GO REPLENISHMENT	200.00	
76321	7/9/2014	005568		CARD SERVICES (7535),			\$245.00
001.0000.15.521.21.42.007			6/24/2014	7535/PD 6/14	PD MAY, 2014 PAGER SVCS	20.07	
001.0000.15.521.22.42.007			6/24/2014	7535/PD 6/14	PD MAY, 2014 PAGER SVCS	14.17	
001.0000.15.521.23.42.007			6/24/2014	7535/PD 6/14	PD MAY, 2014 PAGER SVCS	8.26	
001.0000.15.521.21.42.007			6/24/2014	7535/PD 6/14	PD JUNE, 2014 PAGER SVCS	20.07	
001.0000.15.521.22.42.007			6/24/2014	7535/PD 6/14	PD JUNE, 2014 PAGER SVCS	14.17	
001.0000.15.521.23.42.007			6/24/2014	7535/PD 6/14	PD JUNE, 2014 PAGER SVCS	8.26	
001.0000.15.521.10.41.001			6/24/2014	7535/PD 6/14	PD BEHAVIORAL MEDICINE FOLLOW-	160.00	
76322	7/9/2014	006083		CARD SERVICES (8165),			\$4,237.27
195.0000.05.521.30.43.001			6/24/2014	8165/PD 6/14	PD V5/01/14 HENSON/P JOHNSON/M	1,308.67	
001.0000.15.521.26.43.002			6/24/2014	8165/PD 6/14	PD CZULEGER METRO SWAT WEEK LO	377.20	
001.0000.15.521.26.43.002			6/24/2014	8165/PD 6/14	PD WILEY METRO SWAT WEEK LODGI	527.10	
001.0000.15.521.26.43.001			6/24/2014	8165/PD 6/14	PD METRO SWAT WEEK VEHICLE FUE	125.00	
001.0000.15.521.26.43.004			6/24/2014	8165/PD 6/14	PD METRO SWAT WEEK WATER	14.00	
001.0000.15.521.26.43.002			6/24/2014	8165/PD 6/14	PD SIVANKEO/M JOHNSON LODGING/	527.10	
001.0000.15.521.26.43.002			6/24/2014	8165/PD 6/14	PD CANNON/BROWN LODGING/METRO	527.10	
001.0000.15.521.26.43.002			6/24/2014	8165/PD 6/14	PD DIER/BUTTS LODGING/METRO SW	527.10	
001.0000.15.521.26.41.001			6/24/2014	8165/PD 6/14	PD METRO SWAT WEEK RANGE FEES	304.00	
76323	7/9/2014	009700		CARD SERVICES (8598),			\$608.95
001.0000.15.521.10.31.001			6/24/2014	8598/PD 6/14	PD WHEEL CHARGER	351.05	
001.0000.15.521.40.43.002			6/24/2014	8598/PD 6/14	PD VAHLE LODGING SNIPER CRAFT	257.90	
76324	7/9/2014	000933		CDW GOVERNMENT LLC,			\$19,104.53
001.0000.04.518.80.48.003			6/27/2014	MT48676	IT WEBSense 3 YR MAINT RENEWAL	19,104.53	
76325	7/9/2014	010511		CHASE, JEAN			\$238.80
001.0000.11.569.50.41.001			7/1/2014	4/7-6/16/14	PKSR 4/7-6/16/14 INSTRUCTOR FE	238.80	
76326	7/9/2014	006117		CITY OF LAKEWOOD,			\$850.00
001.111.76			7/8/2014	PETTY CASH	PKRC SUMMERFEST CHANGE FUND	850.00	
76327	7/9/2014	006117		CITY OF LAKEWOOD,			\$630.42
001.0000.15.521.10.31.001			7/8/2014	PETTY CASH 6/14	PD ARNOLD REPLACEMENT PHONE	100.00	
001.0000.99.518.40.31.001			7/8/2014	PETTY CASH 6/14	PD HAGEL KITCHEN SUPPLIES	60.03	
001.0000.15.521.10.31.001			7/8/2014	PETTY CASH 6/14	PD HAGEL BATTERIES	28.80	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.31.001			7/8/2014	PETTY CASH 6/14	PD M. BROWN SWAT SUPPLIES	41.48	
001.0000.15.521.10.43.003			7/8/2014	PETTY CASH 6/14	PD LANDSKOV MAY, 2014 MILEAGE	16.80	
001.0000.15.521.32.31.001			7/8/2014	PETTY CASH 6/14	PD P. JOHNSON SPRAY PAINT	52.38	
001.0000.99.518.40.31.001			7/8/2014	PETTY CASH 6/14	PD HAGEL KITCHEN SUPPLIES	71.07	
001.0000.15.521.10.31.008			7/8/2014	PETTY CASH 6/14	PD PAYNTER REPLACEMENT JACKET,	84.97	
180.0000.19.521.21.31.001			7/8/2014	PETTY CASH 6/14	PD CONLON K=9 KENNEL REINFORCE	59.77	
001.0000.15.521.10.32.001			7/8/2014	PETTY CASH 6/14	PD EVANS FUEL FOR PATROL CAR	40.00	
001.0000.15.521.10.31.001			7/8/2014	PETTY CASH 6/14	PD EVANS CLEANING SUPPLIES	28.47	
001.0000.15.521.10.31.005			7/8/2014	PETTY CASH 6/14	PD CARROLL COFFEE	46.65	
76328	7/9/2014	008188		CITY OF RENTON,			\$50.00
001.0000.15.521.40.49.003			6/17/2014	36737	PD BUTTS/ARNOLD MOTORCYCLE SCH	50.00	
76329	7/9/2014	006134		CLEAR CHANNEL OUTDOOR,			\$2,200.00
104.0000.01.557.30.41.001			6/16/2014	88053331	HM 6/16-7/13/14 SUMMERFEST FLY	2,200.00	
76330	7/9/2014	010981		COLLINS, MARK			\$850.00
001.0000.11.571.20.41.001			7/8/2014	SUMMERFEST 2014	PKRC SUMMERFEST, 2014 ENTERTAI	850.00	
76331	7/9/2014	003948		COMCAST CORPORATION,			\$368.60
101.0000.21.543.50.42.001			6/15/2014	8498 35 011 2205662	PWST BUNDLED SVC 06/25-07/24/1	368.60	
76332	7/9/2014	000108		COMPUCOM SYSTEMS INC.,			\$14,493.71
001.0000.04.518.80.48.003			6/30/2014	62337645	IT MS PROJECT LICENSE MAINTENA	742.63	
001.0000.04.518.80.48.003			6/30/2014	62337645	IT MS OFFICE LICENSE MAINTENAN	4,674.11	
001.0000.04.518.80.48.003			6/30/2014	62337645	IT MS VISUAL STUDIO PRO MSDN L	303.46	
001.0000.04.518.80.48.003			6/30/2014	62337645	IT MS SQL SERVER LICENSE MAINT	1,157.94	
001.0000.04.518.80.48.003			6/30/2014	62337645	IT MS VISUAL STUDIO PREMIUM MS	847.07	
001.0000.04.518.80.48.003			6/30/2014	62337645	IT MS VISIO STANDARD LICENSE M	515.57	
001.0000.04.518.80.48.003			6/30/2014	62337645	IT MS VISIO PRO LICENSE MAINTE	90.46	
001.0000.04.518.80.48.003			6/30/2014	62337645	IT MS WINDOWS SERVER DATA CENT	1,988.56	
001.0000.04.518.80.48.003			6/30/2014	62337645	IT MS WINDOWS SERVER STANDARD	858.54	
001.0000.04.518.80.48.003			6/30/2014	62337645	IT MS WINDOWS SERVER CAL LICEN	2,070.00	
001.0000.04.518.80.48.003			6/30/2014	62337645	Sales Tax	1,245.37	
76333	7/9/2014	010902		CYCLE TIRES WHOLESALE,			\$426.44
001.0000.15.521.70.48.001			6/20/2014	989275	PD CV#1570111 TIRE/BRAKE SVCS	426.44	
76334	7/9/2014	000592		DEPARTMENT OF REVENUE,			\$2,225.50

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
401.0000.41.594.44.62.007			7/2/2014	E2603 RETAINAGE	PWSW E2603 RETAINAGE O&M BLDG	2,225.50	
76335	7/9/2014	008105		DEPARTMENT OF TRANSPORTATION,			\$356.60
102.0008.22.595.30.51.001			7/2/2014	RE 43 JC402 L015	PWCP E1170 5/14 BPW-83RD TO 75	356.60	
76336	7/9/2014	000771		DEPT FISH/WILDLIFE/STATE OF WA,			\$50.00
401.0000.41.538.30.41.001			6/18/2014	6506	PWSW CITYWIDE MAP UPDATE	50.00	
76337	7/9/2014	000140		DEPT OF REVENUE-LEASEHOLD,			\$385.20
001.237.15			7/2/2014	2ND QTR, 2014	FN 2ND QTR, 2014 LEASEHOLD TAX	385.20	
76338	7/9/2014	010648		DIAMOND MARKETING SOLUTIONS,			\$313.81
001.0000.99.518.40.31.017			7/3/2014	85995	ND DAILY MAIL 06/16/14 - 06/30	307.38	
312.0000.01.535.30.42.002			7/4/2014	86101	PWSA PROCESS 06/14 SEWER MAILI	6.43	
76339	7/9/2014	004733		DKS ASSOCIATES,			\$14,614.14
102.0013.22.595.64.41.017			6/20/2014	55046	PWCP E1182 3/29-5/30/14 ON-CAL	3,398.27	
102.0006.22.595.64.41.017			6/20/2014	55047	PWCP E1168 3/29-5/30/14 TRAF U	11,215.87	
76340	7/9/2014	010540		DOWNHOME SOLUTIONS,			\$570.00
190.0000.52.559.31.31.001			5/30/2014	4120	CDBG ANNUAL TECH SVCS CONTRACT	570.00	
76341	7/9/2014	009803		EPIC EVENTS AND PROMOTIONS INC,			\$2,188.00
001.0000.11.571.20.41.082			6/26/2014	913	PKRC 7/12/14 SUMMERFEST MOVIIIE	2,188.00	
76342	7/9/2014	010063		EWING IRRIGATION PRODUCTS INC,			\$969.12
001.0000.11.576.81.31.001			6/20/2014	8235919	PKFC ECO-GREEN	969.12	
76343	7/9/2014	000166		FEDERAL EXPRESS,			\$55.39
001.0000.99.518.40.31.017			6/27/2014	2-700-71718	ND 6/24/14 SHIPPING & HANDLING	55.39	
76344	7/9/2014	010217		FIRST BANKCARD (1617),			\$6.98
001.0000.15.521.80.31.001			6/27/2014	1617/MEEKS	PD MAGNETS	6.98	
76345	7/9/2014	010873		FIRST BANKCARD (1914),			\$1,089.48
001.0000.11.571.20.31.001			6/27/2014	1914/HIGASHIYAMA	PKRC HEALTHY START PRGM SUPPLI	25.80	
001.0000.11.571.20.31.050			6/27/2014	1914/HIGASHIYAMA	PKRC MATH RELAY EVENT TROPHIES	177.72	
001.0000.11.571.20.31.050			6/27/2014	1914/HIGASHIYAMA	PKRC MATH RELAY EVENT SUPPLIES	78.75	
001.0000.11.571.20.31.001			6/27/2014	1914/HIGASHIYAMA	PKRC HEALTHY START PRGM SUPPLI	50.49	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.571.20.31.001			6/27/2014	1914/HIGASHIYAMA	PKRC LATE NITE PRGM SUPPLIES	81.53	
001.0000.11.571.20.31.005			6/27/2014	1914/HIGASHIYAMA	PKRC LATE NITE PRGM SNACKS	118.15	
001.0000.01.511.60.49.014			6/27/2014	1914/HIGASHIYAMA	CC YOUTH COUNCIL RELAY FOR LIF	38.29	
001.0000.11.571.20.31.001			6/27/2014	1914/HIGASHIYAMA	PKRC LIFE GUARD SIGNS	113.80	
001.0000.11.571.20.31.001			6/27/2014	1914/HIGASHIYAMA	PKRC LIFE GUARD MEGAPHONE, FIR	404.95	
76346	7/9/2014	010193		FIRST BANKCARD (2148),			\$213.47
001.0000.15.521.80.31.001			6/29/2014	2148/ALLEN	EVIDENCE SUPPLIES	193.19	
001.0000.99.518.40.42.001			6/29/2014	2148/ALLEN	PD USP TOX LAB MAILING	20.28	
76347	7/9/2014	010076		FIRST BANKCARD (2338),			\$130.54
001.0000.11.576.81.31.001			6/27/2014	2338/ANDERSON 6/14	PKFC GREASE HOSE	32.69	
001.0000.11.576.80.31.001			6/27/2014	2338/ANDERSON 6/14	PKFC PRESSURE WASHER PARTS	97.85	
76348	7/9/2014	010984		FIRST BANKCARD (3423),			\$95.70
001.0000.11.571.20.31.050			6/27/2014	3423/CARNEY 6/14	PDRC KIDZ ZONE WRISTBANDS	95.70	
76349	7/9/2014	010137		FIRST BANKCARD (3517),			\$30.61
001.0000.07.558.50.31.001			6/27/2014	3517/CHAMBERS 6/14	CD LAMINATOR POUCHES	30.61	
76350	7/9/2014	010091		FIRST BANKCARD (4474),			\$2,944.78
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC PVC BOOT/GAS CAN	67.76	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC PRIMER/FITTINGS	84.34	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC TURFGRO	42.92	
001.0000.98.521.50.41.001			6/27/2017	4474/BURGESS 6/14	PWFC CIRCUIT BOX INSTALLATION	1,467.05	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC SOFT HOSE	27.33	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC KEYS	82.28	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC POND PUMP/FLOAT SWITCH	621.42	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC FITTINGS	2.81	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC SUPPLIES	25.40	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC TIE DOWN STRAPS	29.53	
102.0000.22.543.30.31.001			6/27/2017	4474/BURGESS 6/14	PWCO PAINT/BARRICADE TAPE	193.31	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC FOUNTAIN PARTS	14.21	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC HOSE CLAMPS	10.58	
102.0000.22.543.30.31.001			6/27/2017	4474/BURGESS 6/14	PWCP LEATHER BALL TAPE	50.24	
001.0000.98.521.50.31.001			6/27/2017	4474/BURGESS 6/14	PWFC ADAPTERS	14.21	
001.0000.98.518.30.31.001			6/27/2017	4474/BURGESS 6/14	PWFC SUPPLIES	42.92	
180.0000.19.521.21.41.001			6/27/2017	4474/BURGESS 6/14	PD CHIPPING HAMMER RENTAL	168.47	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76351	7/9/2014	010124		FIRST BANKCARD (4516),			\$260.72
001.0000.11.569.50.31.001			6/27/2014	4516/SCHEID 6/14	PKSR OPEN HOUSE SUPPLIES	109.37	
001.0000.11.569.50.31.001			6/27/2014	4516/SCHEID 6/14	PKSR COFFEE	13.98	
001.0000.11.569.50.31.001			6/27/2014	4516/SCHEID 6/14	PKSR GOLDEN AGE RADIO SUBSCRIP	119.94	
001.0000.11.569.50.31.001			6/27/2014	4516/SCHEID 6/14	PKSR WORKSHOP WEDNESDAY SUPPLI	17.43	
76352	7/9/2014	010480		FIRST BANKCARD (5358),			\$1,680.78
001.0000.15.521.40.49.003			6/27/2014	5358/PITTS 6/14	PD WESTBY LAW ENFORCE. SEMINAR	300.00	
001.0000.15.521.40.31.005			6/27/2014	5358/PITTS 6/14	PD ON-SITE MOCK ACCREDITION ME	136.61	
001.0000.15.521.40.43.001			6/27/2014	5358/PITTS 6/14	PD V8/01/14 JORDAN AIRFARE	1,184.00	
001.0000.15.521.10.35.004			6/27/2014	5358/PITTS 6/14	PD BOOKCASE	60.17	
76353	7/9/2014	010608		FIRST BANKCARD (5955),			\$422.30
001.0000.15.521.10.31.001			6/27/2014	5955/OSNESS 6/14	PD RANGE SUPPLIES	37.64	
001.0000.15.521.40.41.001			6/27/2014	5955/OSNESS 6/14	PD 6/2-6/4/14 RANGE PORT-O-POT	95.00	
001.0000.15.521.40.41.001			6/27/2014	5955/OSNESS 6/14	PD 5/27-5-29-14 RANGE PORT-O-P	95.00	
001.0000.15.521.10.31.001			6/27/2014	5955/OSNESS 6/14	PD CLEANING SUPPLIES	194.66	
76354	7/9/2014	010216		FIRST BANKCARD (6206),			\$37.74
001.0000.15.521.40.43.004			6/27/2014	6206/NICHOLS	PD ICS 300 TRAINING SUPPLIES	19.95	
001.0000.99.518.40.31.001			6/27/2014	6206/NICHOLS	PD TRAINING ROOM SUPPLIES	17.79	
76355	7/9/2014	010269		FIRST BANKCARD (6711),			\$51.20
001.0000.15.521.40.31.001			6/27/2014	6711/ZARO	PD ACTIVE SHOOTER TRAINING SUP	51.20	
76356	7/9/2014	010081		FIRST BANKCARD (6736),			\$455.86
001.0000.15.521.10.31.001			6/27/2014	6736/B JOHNSON 6/14	PD STERILIZER CABINET	74.88	
001.0000.15.521.10.31.001			6/27/2014	6736/B JOHNSON 6/14	PD EYE/FACE PROTECTION	36.73	
001.0000.15.521.10.31.001			6/27/2014	6736/B JOHNSON 6/14	PD DISINSECTION SYSTEM	344.25	
76357	7/9/2014	010793		FIRST BANKCARD (6748),			\$1,706.98
001.0000.06.515.30.41.001			6/27/2014	6748/SCHUMACHER 6/14	LG PC NETWORK SUBSCRIPTION REN	200.00	
001.0000.03.513.10.49.003			6/27/2014	6748/SCHUMACHER 6/14	CM CAULFIELD CHAMBER LUNCH	20.00	
001.0000.06.515.30.49.003			6/27/2014	6748/SCHUMACHER 6/14	LG WACHTER WSBA RETREAT	25.00	
001.0000.06.515.30.31.005			6/27/2014	6748/SCHUMACHER 6/14	LG BOWEN FAREWELL PARTY SUPPL	50.82	
001.0000.06.515.30.51.001			6/27/2014	6748/SCHUMACHER 6/14	LG CINGULAR WIRELESS FILING FE	17.00	
001.0000.03.513.10.49.003			6/27/2014	6748/SCHUMACHER 6/14	CM T8/01/14 LINCOLN WCMA REGIS	325.00	
001.0000.03.513.10.43.001			6/27/2014	6748/SCHUMACHER 6/14	CM T8/01/14 CAULFIELD LODGING	229.50	
001.0000.03.513.10.43.001			6/27/2014	6748/SCHUMACHER 6/14	CM T8/01/14 LINCOLN LODGING DE	229.50	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.01.511.60.43.001			6/27/2014	6748/SCHUMACHER 6/14	CC T6/02/14 BRANDSTETTER LODGI	610.16	
76358	7/9/2014	010093		FIRST BANKCARD (6819),			\$856.01
401.0000.41.531.10.35.001			6/27/2014	6819/FERMAHIN 6/14	PWSW CROSS BOX	690.95	
401.0000.41.531.10.31.001			6/27/2014	6819/FERMAHIN 6/14	PWSW YELLOW CORD	76.55	
180.0000.19.521.21.31.001			6/27/2014	6819/FERMAHIN 6/14	PDSZ LIFT STRAP	53.61	
001.0000.98.518.35.31.001			6/27/2014	6819/FERMAHIN 6/14	PWFC KEYS	4.31	
001.0000.98.518.35.31.001			6/27/2014	6819/FERMAHIN 6/14	PWFC VACUUM BELTS	30.59	
76359	7/9/2014	010845		FIRST BANKCARD (6855),			\$1,444.50
001.0000.03.513.10.49.003			6/27/2014	6855/CAULFI 06/27/14	CM ICMA CONFERENCE REGISTRATIO	645.00	
001.0000.03.513.10.43.001			6/27/2014	6855/CAULFI 06/27/14	CM AIRFARE FOR ICMA CONFERENCE	474.50	
001.0000.03.513.10.49.003			6/27/2014	6855/CAULFI 06/27/14	CM WCMA CONFERENCE REGISTRATIO	325.00	
76360	7/9/2014	010186		FIRST BANKCARD (6942),			\$236.09
001.0000.15.521.10.31.001			6/27/2014	6942/SUVER 6/14	PD K-9 SUPPLIES	236.09	
76361	7/9/2014	010613		FIRST BANKCARD (7169),			\$130.96
101.0000.21.544.90.32.001			6/27/2014	7169/CUMMINS 6/14	PWST PROPANE	23.56	
101.0000.21.542.90.31.001			6/27/2014	7169/CUMMINS 6/14	PWST ANTI0SEIZE LUBE	27.92	
101.0000.21.542.90.31.001			6/27/2014	7169/CUMMINS 6/14	PWST SHOP RAGS	79.48	
76362	7/9/2014	010556		FIRST BANKCARD (7174),			\$228.23
101.0000.21.542.64.31.001			6/27/2014	7174/LOGAN 06/27/14	PWST SUPPLIES	21.63	
102.0013.22.595.30.63.108			6/27/2014	7174/LOGAN 06/27/14	PWST E1182 CITY SAFETY PROJECT	226.60	
101.0000.21.542.64.31.004				7174/LOGAN 06/27/14	PWST REFUND ON BOOKS	-20.00	
76363	7/9/2014	010983		FIRST BANKCARD (7269),			\$90.44
001.0000.11.571.20.31.001			6/27/2014	7269/NEGO 6/14	PKRC INK CARTRIDGE	37.49	
001.0000.11.571.20.31.001			6/27/2014	7269/NEGO 6/14	PKRC CAMP CREATE SNACKS	25.95	
001.0000.11.571.20.41.001			6/27/2014	7269/NEGO 6/14	PKRC CAMP CREATE MOVIE TICKETS	27.00	
76364	7/9/2014	010122		FIRST BANKCARD (8123),			\$67.78
001.0000.15.521.32.31.008			6/27/2014	8123/GUTTU 6/14	PD CSRT LOGO POLO SHIRTS	67.78	
76365	7/9/2014	010738		FIRST BANKCARD (8398),			\$297.71
001.0000.11.569.50.31.001			6/27/2014	8398/SAMPLE 6/14	PKSR OPEN HOUSE SUPPLIES	267.79	
001.0000.11.569.50.31.001			6/27/2014	8398/SAMPLE 6/14	PKSR SUPPLIES	25.99	
001.0000.11.569.50.31.001			6/27/2014	8398/SAMPLE 6/14	PKSR MOVIE MONDAY RENTALS	3.93	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76366	7/9/2014	010052		FIRST BANKCARD (8525),			\$450.37
001.0000.15.521.23.41.001			6/27/2014	8525/WADE 6/14	PD 17' TRUCK RENTAL	65.19	
001.0000.15.521.80.31.001			6/27/2014	8525/WADE 6/14	PD TIE DOWNS	27.30	
001.0000.15.521.40.43.001			6/27/2014	8525/WADE 6/14	PD FUEL FOR RENTAL TRUCK	10.00	
001.0000.15.521.10.31.001			6/27/2014	8525/WADE 6/14	PD KEYS FOR BUILDING	246.37	
001.0000.15.521.10.31.001			6/27/2014	8525/WADE 6/14	PD REPAIR PARTS FOR LIGHTS	101.51	
76367	7/9/2014	005398		GLOBAL SECURITY &			\$452.55
101.0000.21.543.50.41.001			7/1/2014	4152073	PKST 3RD QTR, 2014 INTRUSION M	452.55	
76368	7/9/2014	002287		GOVERNMENTJOBS.COM INC,			\$6,454.60
001.0000.09.518.10.44.001			7/1/2014	07-12477	HR ANNUAL SUBSCRIPTION	1,000.00	
001.0000.09.518.10.41.001			7/1/2014	07-12477	HR ANNUAL USER LICENSE	5,454.60	
76369	7/9/2014	010891		HENNESSEY FLEET CONSULTING,			\$190.00
001.0000.04.514.20.41.001			7/1/2014	201450	FN 06/14 CONSULTING SERVICES	190.00	
76370	7/9/2014	010982		HUBBARD, WILLIAM AND JOAN			\$13.00
312.343.50.00.002			7/8/2014	REFUND	PWSA SEWER AVAIL. CUSTOMER 081	13.00	
76371	7/9/2014	010980		IMPACT PERFORMERS,			\$750.00
001.0000.11.571.20.41.082			7/8/2014	SUMMERFEST 2014	PKRC SUMMERFEST 2014 ENTERTAIN	750.00	
76372	7/9/2014	005848		IPMA-HR,			\$390.00
001.0000.09.518.10.49.001			5/30/2014	24201389	HR AGENCY DUES 8/1/14-7/31/15	390.00	
76373	7/9/2014	010851		KENWORTH NORTHWEST INC,			\$12,393.89
101.0000.21.544.90.48.005			7/2/2014	LS3542	PWST CV#2121602 REPAIR/MAINT	1,317.07	
101.0000.21.544.90.48.005			6/25/2014	156900	PWST CV#2121601 FULL SERVICE S	11,076.82	
76374	7/9/2014	010179		KIDZ-N-MOTION ENTERTAINMENT,			\$5,550.19
001.0000.11.571.20.41.082			7/1/2014	SUMMERFEST 2014	PKRC SUMMERFEST INFLATABLES	5,550.19	
76375	7/9/2014	000739		KUKER-RANKEN, INC,			\$125.97
101.0000.21.542.30.31.001			6/19/2014	INV-002025	PWST SUPPLIES	53.82	
401.0000.41.531.10.31.090			6/19/2014	INV-002025	PWSW SUPPLIES	72.15	
76376	7/9/2014	009964		LAKESIDE INDUSTRIES INC,			\$1,478.25

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.21.542.30.31.030			6/18/2014	3250967MB	PWST RAW MATERIALS	1,478.25	
76377	7/9/2014	000294		LAKWOOD REFUSE SERVICE,			\$1,997.04
001.0000.11.576.81.47.002			6/1/2014	5133745	PKFC MAY, 2014 FT STEILACOOM S	445.03	
101.0000.21.542.70.47.002			7/1/2014	5233161 PW	PWST INTERLAAKEN BRIDGE 06/14	39.92	
001.0000.98.518.35.47.002			7/1/2014	5233286 PW	PWFC 6000 MAIN ST 06/14	937.07	
001.0000.98.521.50.47.002			7/1/2014	5233800 PW	PWFC 9401 LKWD DR 06/14	472.95	
101.0000.21.543.50.47.002			7/1/2014	5234513 PW	PWST 9420 FRONT ST 06/14	102.07	
76378	7/9/2014	000300		LAKWOOD WATER DISTRICT,			\$1,050.76
101.0000.21.542.70.47.001			6/25/2014	26690-75739 6/14	PWST 4/17-6/23/14 MEADOW PK &	103.77	
101.0000.21.542.70.47.001			6/25/2014	27116-75739 6/14	PWST 4/17-6/23/14 CORNER OF BP	40.29	
101.0000.21.542.70.47.001			6/25/2014	22087-75739 6/14	PWST 4/17-6/23/14 75TH & CUSTE	48.41	
001.0000.11.576.80.47.001			6/27/2014	24214-75741/PK 6/14	PKFC 4/21-6/25/14 SVCS	148.67	
101.0000.21.542.70.47.001			6/27/2014	264525-75739 6/14	PDST 4/22-6/25/14 150TH ST IRR	29.75	
001.0000.11.576.80.47.001			6/20/2014	19131-75741 6/14	PKFC 4/14-6/16/14 ACTIVE PARK	131.55	
101.0000.21.542.70.47.001			6/20/2014	19210-75739 6/14	PWST 4/14-6/16/14 RUSSELL RD	29.75	
101.0000.21.542.70.47.001			6/20/2014	26684-75739 6/14	PWST 4/8-6/12/14 PAC HWY & GLE	287.79	
101.0000.21.542.70.47.001			6/20/2014	26686-75739 6/14	PWST 4/9-6/12/14 11725 PAC HWY	39.08	
101.0000.21.542.70.47.001			6/20/2014	26698-75739 6/14	PWST 4/8-6/12/14 11620 PAC HWY	32.09	
101.0000.21.542.70.47.001			6/20/2014	26755-75739 6/14	PWST 4/9-6/13/14 PAC HWY & BPW	39.08	
101.0000.21.542.70.47.001			6/20/2014	26862-75739 6/14	PWST 4/8-6/12/14 PAC HWY & STW	87.08	
101.0000.21.542.70.47.001			6/20/2014	27146-75739 6/14	PWST 4/9-6/13/14 9416 FRONT ST	33.45	
76379	7/9/2014	000309		LES SCHWAB TIRE CENTER,			\$118.10
001.0000.11.576.80.31.001			7/1/2014	30500193465	PKFC POWER BATTERY	118.10	
76380	7/9/2014	010979		MAJKUT, WILLIAM			\$1,500.00
001.0000.11.571.20.41.082			7/8/2014	SUMMERFEST 2014	PKRC SUMMERFEST 2014 ENTERTAIN	1,500.00	
76381	7/9/2014	004363		MCCAIN INC,			\$1,935.31
101.0000.21.542.64.31.030			6/26/2014	INV0175052	PWST PEDESTRIAN CROSSWALK PART	1,769.00	
101.0000.21.542.64.31.030			6/26/2014	INV0175052	Sales Tax	166.31	
76382	7/9/2014	010974		MOLLETT, TOBIAS			\$750.00
104.0000.01.557.30.41.001			7/8/2014	1	HM SUMMERFEST 2014 TRIATHLON S	750.00	
76383	7/9/2014	007962		NATIONAL SAFETY INC.,			\$118.97
101.0000.21.544.90.31.010			6/24/2014	0379088-IN	PWST EAR PLUGS	109.12	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.21.544.90.31.010			6/17/2014	0378326-IN	PWST RACHET REPL SUSPENSION	9.85	
76384	7/9/2014	000360		NEWS TRIBUNE,			\$4,995.96
001.0000.06.514.30.44.001			5/1/2014	1010127	LG NOTICE OF PUBLIC HEARING	369.47	
102.0006.22.595.30.44.001			4/22/2014	1006350	PWCP E1168A ADVERTISING	1,277.06	
001.0000.06.514.30.44.001			5/8/2014	1032522	LG ORDINANCE 581	542.05	
001.0000.06.514.30.44.001			5/8/2014	1032529	LG ORDINANCE 582	268.69	
001.0000.06.514.30.44.001			5/8/2014	1032571	LG ORDINANCE 584	284.77	
001.0000.07.558.60.44.001			5/8/2014	1032597	CDPL LU1400051	217.90	
001.0000.06.514.30.44.001			5/8/2014	1032618	LG ORDINANCE 583	488.45	
001.0000.07.558.60.44.001			5/8/2014	1033519	CDPL LU1400072	107.42	
001.0000.07.558.60.44.001			5/8/2014	1033548	CDPL LU1400079	107.42	
001.0000.07.558.60.44.001			5/8/2014	1034110	CDPL LU1400083	215.09	
190.0000.52.559.31.44.001			5/13/2014	1040536	CDBG NOI-RROF	450.93	
001.0000.07.558.60.44.001			5/15/2014	1044458	CDPL NOA LU1400063	297.13	
001.0000.07.558.60.44.001			5/22/2014	1052162	CDPL LU1400044	74.09	
001.0000.07.558.60.44.001			5/22/2014	1054673	CDPL LU1400077	295.49	
76385	7/9/2014	000376		OFFICE DEPOT,			\$70.14
001.0000.15.521.10.31.001			6/24/2014	1691909143	PD SUPPLIES	70.14	
76386	7/9/2014	010975		PARTNERS FOR PARKS,			\$100.00
001.0000.01.511.60.49.001			6/12/2014	2014003	CC MAYOR'S CHOICE TROPHY DONAT	100.00	
76387	7/9/2014	007171		PERFECT WORLD ENTERTAINMENT,			\$900.00
001.0000.11.571.20.41.082			7/1/2014	SUMMERFEST 14	PKRC SUMMERFEST ENTERTAINMENT	900.00	
76388	7/9/2014	007511		PFX PET SUPPLY LLC,			\$240.24
001.0000.15.521.10.31.001			7/2/2014	CD12561916	PD K=9 FOOD	240.24	
76389	7/9/2014	010978		PHOENIX BUILDERS LLC,			\$33,652.81
180.0000.19.521.21.41.001			6/23/2014	PROGRESS PAYMENT	PD METAL BLDG PROGRESS PYMT 75	32,165.81	
180.0000.19.521.21.41.001			6/23/2014	06/23/2014	PD METAL BUILDING SURETY BOND	1,487.00	
76390	7/9/2014	000420		PIERCE TRANSIT,			\$21,093.60
001.0000.98.542.65.51.001			6/30/2014	022928	PWFC MAY/JUN 2014 LKWD STN SEC	21,093.60	
76391	7/9/2014	010429		PMAM CORPORATION,			\$3,875.99
001.0000.15.521.10.41.015			6/18/2014	20111942	PD MAY, 2014 ALARM FEES	3,875.99	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76392	7/9/2014	010204		PROTECT YOUTH SPORTS,			\$171.00
001.0000.09.518.10.41.001			7/1/2014	304312	HR 6/14 NATIONAL COMBO SEARCHE	171.00	
76393	7/9/2014	009152		PUBLIC FINANCE INC,			\$236.50
001.0000.04.514.20.41.001			7/1/2014	0001755	FN 3RD QTR, 2014 LID ADMIN SVC	236.50	
76394	7/9/2014	000445		PUGET SOUND ENERGY,			\$994.31
101.0000.21.542.64.47.005			6/23/2014	300000005037 6/14	PWST 4/29-5/31/14 SVCS	463.65	
001.0000.11.576.81.47.005			6/23/2014	300000010896 6/14	PKFC 5/20-6/19/14 FT STEILACOO	274.01	
001.0000.11.576.81.47.005			6/23/2014	300000010938 6/14	PKFC 5/20-6/19/14 FT STEILACOO	165.87	
001.0000.11.576.81.47.005			6/24/2014	200001527346 6/14	PKFC 5/22-6/23/14 8714 87TH AV	11.75	
001.0000.11.576.80.47.005			6/25/2014	220002793168 6/14	PKFC 5/23-6/24/14 8807 25TH AV	38.61	
001.0000.11.576.81.47.005			6/20/2014	200001527551 6/14	PKFC 5/20-6/19/14 FT STEILACOO	40.42	
76395	7/9/2014	005342		RAINIER LIGHTING & ELECTRICAL,			\$2,367.26
001.0000.98.518.35.31.001			6/25/2014	330677-1	PW SUPPLIES	1,563.88	
001.0000.98.518.35.31.001			6/25/2014	331146-1	PW LAMP	88.89	
001.0000.98.518.35.31.001			7/2/2014	331146-2	PWFC SUPPLIES	27.46	
001.0000.98.542.65.31.001			7/2/2014	331526-1	PWFC SUPPLIES	687.03	
76396	7/9/2014	010660		RAISE THE BAR LLC,			\$2,190.00
104.0000.01.557.30.41.001			6/17/2014	313	2014 TRIATHLON CONTRACTOR	2,190.00	
76397	7/9/2014	010977		REYNOLDS, ANN			\$750.00
001.0000.11.571.20.41.082			7/8/2014	SUMMERFEST 2014	PKRC SUMMERFEST 2014 ENTERTAIN	750.00	
76398	7/9/2014	010478		RICOH USA INC,			\$3,403.92
001.0000.15.521.10.45.002			7/18/2014	92669255	PD 6/18-7/17/14 C87008590 COPI	195.27	
001.0000.99.518.40.45.002			6/20/2014	92665551	ND 6/15-7/14/14 COPIER RENTAL	3,029.78	
101.0000.21.543.50.45.004			6/26/2014	92682662	PWST RENT MPC3001 6/21-7/20/14	178.87	
76399	7/9/2014	000481		ROTARY CLUB OF LAKEWOOD,			\$160.00
001.0000.03.513.10.49.001			6/20/2014	214	CM 2014-2015 DUES	160.00	
76400	7/9/2014	010180		SIX ROBBLEES' INC,			\$2.53
101.0000.21.544.90.31.006			6/18/2014	2-569279	PWST SUPPLIES	2.53	
76401	7/9/2014	010976		TAYLOR, MICHELLE			\$750.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.571.20.41.001			7/8/2014	SUMMERFEST 2014	PKRC SUMMERFEST 2014 ENTERTAIN	750.00	
76402	7/9/2014	005154		TICOR TITLE COMPANY,			\$438.00
312.0000.01.535.30.41.047			5/27/2014	70004812-1	PWSA CANTERBROOK VILLAGE APTS	438.00	
76403	7/9/2014	010640		TLO LLC,			\$36.50
001.0000.15.521.21.41.001			7/1/2014	212084 6/14	PD JUNE, 2014 SEARCHES	36.50	
76404	7/9/2014	000565		UNITED WAY OF PIERCE COUNTY,			\$1,211.06
001.0000.11.565.10.41.001			6/25/2014	201403EC	PKRC 3RD QTR, 2014 IMPACT SUBS	1,211.06	
76405	7/9/2014	002509		VERIZON WIRELESS,			\$13,672.81
001.0000.15.521.21.42.001			6/26/2014	9727683019	PD 5/27-6/26/14 SVCS	40.02	
001.0000.15.521.10.42.006			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	19.37	
001.0000.15.521.10.42.005			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	446.28	
001.0000.15.554.30.42.005			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	135.76	
001.0000.15.521.21.42.005			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	1,122.99	
001.0000.15.521.21.42.006			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	440.11	
001.0000.02.523.30.42.001			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	199.77	
001.0000.15.521.30.42.005			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	271.52	
001.0000.15.521.32.42.005			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	271.52	
001.0000.15.521.32.42.006			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	200.05	
001.0000.15.521.80.42.005			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	57.88	
001.0000.15.521.22.42.005			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	3,613.49	
001.0000.15.521.22.42.006			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	496.93	
001.0000.15.521.23.42.005			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	675.97	
001.0000.15.521.23.42.006			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	507.23	
001.0000.15.521.26.42.005			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	67.88	
001.0000.15.521.70.42.005			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	735.39	
001.0000.15.521.70.42.006			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	120.03	
001.0000.15.521.21.42.001			6/27/2014	9722769822	PD 5/27-6/26/14 VERIZON SVCS	335.81	
001.0000.15.521.23.42.005			6/28/2014	9727738912	PD 5/29-6/28/14 SVCS	349.13	
001.0000.03.557.20.31.001				9727025319	CM 5/17-6/14/14 PHONE SVCS CRE	-100.00	
001.0000.03.513.10.31.001				9727025319	CM 5/17-6/14/14 PHONE SVCS CRE	-100.00	
102.0000.22.544.20.31.001				9727025320	PWCP RETURNED CASE	-24.60	
001.0000.15.521.40.42.006				671953196-00001	PD 5/27-6/26/14 VERIZON CREDI	-38.70	
001.0000.15.554.30.42.006				671953196-00001	PD 5/27-6/26/14 VERIZON CREDI	-77.40	
190.0000.52.559.31.42.001			6/16/2014	9727025319	CDBG 5/17-6/14/14 PHONE SVCS	57.88	
001.0000.03.513.10.42.001			6/16/2014	9727025319	CM 5/17-6/14/14 PHONE SVCS	249.82	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.03.557.20.42.001			6/16/2014	9727025319	CM 5/17-6/14/14 PHONE SVCS	96.90	
001.0000.04.514.20.42.001			6/16/2014	9727025319	FN 5/17-6/14/14 PHONE SVCS	43.88	
001.0000.04.518.80.42.001			6/16/2014	9727025319	FN 5/17-6/14/14 PHONE SVCS	510.17	
001.0000.06.515.30.42.001			6/16/2014	9727025319	LG 5/17-6/14/14 PHONE SVCS	432.44	
001.0000.13.558.70.42.001			6/16/2014	9727025319	ED 5/17-6/14/14 PHONE SVCS	126.37	
001.0000.02.523.30.42.001			6/16/2014	9727025319	MC 5/17-6/14/14 PHONE SVCS	73.89	
001.0000.01.511.60.42.001			6/16/2014	9727025319	CC 5/17-6/14/14 PHONE SVCS	280.07	
001.0000.07.558.60.42.001			6/16/2014	9727025319	CD 5/17-6/14/14 PHONE SVCS	68.27	
102.0000.22.544.20.42.001			6/16/2014	9727025319	PWCP 5/17-6/14/14 PHONE SVCS	40.01	
401.0000.41.531.10.42.001			6/16/2014	9727025319	PWSW 5/17-6/14/14 PHONE SVCS	40.01	
401.0000.41.531.10.42.001			6/16/2014	9727025320	PW 5/17-6/16/14 SVCS	400.76	
101.0000.21.544.90.42.001			6/16/2014	9727025320	PW 5/17-6/16/14 SVCS	85.51	
101.0000.21.543.10.42.001			6/16/2014	9727025320	PW 5/17-6/16/14 SVCS	115.47	
101.0000.21.543.30.42.001			6/16/2014	9727025320	PW 5/17-6/16/14 SVCS	79.50	
101.0000.21.542.64.42.001			6/16/2014	9727025320	PW 5/17-6/16/14 SVCS	385.03	
102.0000.22.544.20.42.001			6/16/2014	9727025320	PW 5/17-6/16/14 SVCS	272.64	
001.0000.98.518.35.42.001			6/16/2014	9727025320	PW 5/17-6/16/14 SVCS	120.50	
001.0000.07.557.20.42.001			6/16/2014	9727056341	CD 5/17-6/16/14 SVCS	253.66	
001.0000.07.558.60.42.001			6/16/2014	9727056341	CD 5/17-6/16/14 SVCS	27.69	
001.0000.07.558.50.42.001			6/16/2014	9727056341	CD 5/17-6/16/14 SVCS	145.91	
76406	7/9/2014	006002		WASHINGTON STATE CRIMINAL,			\$100.00
001.0000.15.521.40.49.003			6/23/2014	20113792	PD DANLEY HOMICIDE INVEST. TRA	100.00	
76407	7/9/2014	000598		WATER MANAGEMENT LABORATORIES,			\$920.00
401.0000.41.531.10.41.001			6/20/2014	131701	PWSW WATER SAMPLING	750.00	
401.0000.41.531.10.41.001			6/18/2014	131601	PWSW WATER SAMPLING	170.00	
76408	7/23/2014	000005		ABC LEGAL MESSENGERS, INC,			\$195.00
001.0000.06.515.30.41.001			6/28/2014	MMFWA00061600000056	LG MONTHLY MESSENGER SVCS	97.50	
001.0000.15.521.10.41.001			6/28/2014	MMFWA00061600000056	PD MONTHLY MESSENGER SVCS	97.50	
76409	7/23/2014	010899		ACCESS INFORMATION MANAGEMENT,			\$699.53
001.0000.06.515.30.41.001			6/30/2014	25043627	LG 06/14 RECORDS ARCHIVAL	699.53	
76410	7/23/2014	010395		ARAMARK REFRESHMENT SERVICES,			\$390.04
001.0000.15.521.10.31.001			7/17/2014	326552	PD COFFEE	327.31	
001.0000.99.518.40.31.001			7/17/2014	326553	ND PAPER CUPS FOR PD	62.73	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76411	7/23/2014	001745		ASSOCIATED MINISTRIES,			\$1,900.35
190.0000.52.559.32.41.120			7/3/2014	05/14	CDBG 05/14 PAINT TACOMA-PIERCE	1,900.35	
76412	7/23/2014	007445		ASSOCIATED PETROLEUM PRODUCTS,			\$31,730.65
001.0000.15.521.10.32.001			7/3/2014	0604138-IN	PD GASOLINE	14,785.61	
001.0000.15.521.10.32.001			6/23/2014	0599484-IN	PD GASOLINE	14,602.10	
001.0000.11.576.81.32.001			6/16/2014	0596743-IN	PKFC FLEET FUEL	1,583.03	
001.0000.11.576.81.32.002			6/16/2014	0596743-IN	PKFC FLEET FUEL	759.91	
76413	7/23/2014	008226		BIO CLEAN INC,			\$328.20
001.0000.15.521.22.41.001			7/14/2014	5736	PD DECONTAMINATE CV#400	328.20	
76414	7/23/2014	000066		BRATWEAR GROUP LLC,			\$8,826.53
001.0000.15.521.22.31.008			7/3/2014	12091	PD METAL NAME TAGS	457.84	
001.0000.15.521.22.31.008			7/3/2014	12092	PD MCLAMOR JUMPSUIT	479.17	
001.0000.15.521.22.31.008			7/2/2014	12104	PD GUMM/CLARK JUMPSUIT LABOR	74.26	
195.0000.02.521.30.31.090			7/8/2014	12160	PD GRANT BODY ARMOR/CARRIER	537.70	
001.0000.15.521.22.31.090			7/8/2014	12160	PD GRANT BODY ARMOR/CARRIER	537.70	
195.0000.02.521.30.31.090			7/8/2014	12161	PD BABCOCK BODY ARMOR/CARRIER	537.70	
001.0000.15.521.22.31.090			7/8/2014	12161	PD BABCOCK BODY ARMOR/CARRIER	537.70	
195.0000.02.521.30.31.090			7/8/2014	12162	PD LATIMER BODY ARMOR/CARRIER	537.70	
001.0000.15.521.22.31.090			7/8/2014	12162	PD LATIMER BODY ARMOR/CARRIER	537.70	
001.0000.15.521.70.31.008			7/11/2014	12204	PD BUTTS APC COMPLETE KIT AXII	2,385.74	
001.0000.15.521.22.31.008			7/11/2014	12213	PD WULFF/EVANS JUMPSUIT	872.00	
001.0000.15.521.22.31.008			7/11/2014	12213	Sales Tax	81.97	
001.0000.15.521.30.31.008			7/11/2014	12214	PD PARR JUMPSUIT	468.23	
001.0000.02.523.30.31.008			6/27/2014	12027	MC DUNN JUMPSUIT	507.62	
001.0000.15.521.10.31.008			6/30/2014	12054	PD BASEBALL CAPS	273.50	
76415	7/23/2014	009926		CASCADE RIGHT-OF-WAY SVCS LLC,			\$10,932.00
102.0007.22.595.20.41.049			7/10/2014	008 13002-LAK	PWCP E1169 06/14 GLD/100TH TO	10,932.00	
76416	7/23/2014	010154		CASELOADPRO, L.P.,			\$100.00
001.0000.02.523.30.41.001			7/15/2014	14-1610	MC MONTHLY SUBSCRIPTION	100.00	
76417	7/23/2014	002183		CATHOLIC COMMUNITY SVCS,			\$4,739.92
001.0000.11.565.10.41.020			7/8/2014	2ND QTR, 2014	PKHS 3/1-5/31/14 PHOENIX HOUSI	4,739.92	
76418	7/23/2014	008772		CATLETT, JASON			\$529.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
180.0000.19.521.21.43.004			7/10/2014	8/14 PER DIEM	PD V8/02/14 PER DIEM	529.00	
76419	7/23/2014	009742		CED,			\$4,199.23
102.0013.22.595.30.63.108			7/7/2014	8541-771184	PWCP E1182 SAFETY PROJECT	103.72	
101.0000.21.543.50.31.001			7/7/2014	8541-771184	PWST SUPPLIES	14.23	
102.0020.22.595.30.63.108			6/23/2014	8541-767619	PWCP E1174 ST LTS/DOWER ELEM S	3,022.20	
101.0000.21.542.63.35.016			6/23/2014	8541-767619	PWST SPARE ST LTS	1,059.08	
76420	7/23/2014	010262		CENTURYLINK,			\$1,438.94
001.0000.11.576.81.42.001			6/28/2014	253-983-1024 083B	PKFC 6/28-7/28/14 SHOP SVCS	148.15	
001.0000.11.576.81.42.001			7/1/2014	253-584-2263 463B	PKFC 7/1-8/1/14 SHOP SVCS	56.06	
001.0000.04.518.80.42.001			7/16/2014	206-T01-1710 414B	IT PHONE SVC 7/16-8/16/14	334.79	
001.0000.04.518.80.42.001			7/16/2014	206-T01-4100 666B	IT PHONE SVC 7/16-8/16/14	334.79	
001.0000.98.521.50.42.001			7/16/2014	253-582-0174 486B	PWFC PHONE SVC 7/16-8/16/14	163.38	
001.0000.98.518.35.42.001			7/16/2014	253-582-0669 467B	PWFC PHONE SVC 7/16-8/16/14	165.56	
001.0000.04.518.80.42.001			7/16/2014	253-582-0966 875B	IT PHONE SVC 7/16-8/16/14	45.98	
101.0000.21.542.64.42.001			7/16/2014	253-582-7426 582B	PWST PHONE SVC 7/16-8/16/14	78.40	
001.0000.98.518.35.42.001			7/14/2014	253-589-8734 340B	PWFC PHONE SVC 7/14-8/14/14	111.83	
76421	7/23/2014	003883		CHUCKALS INC,			\$500.00
001.0000.04.518.80.31.002			7/2/2014	786534-0	IT TONER	500.00	
76422	7/23/2014	000536		CITY TREASURER/CITY OF TACOMA,			\$156.04
001.0000.15.521.22.48.007			7/7/2014	90571312	PD 06/414 PUBLIC SAFETY RADIO	156.04	
76423	7/23/2014	000536		CITY TREASURER/CITY OF TACOMA,			\$1,031.57
101.0000.21.542.63.47.006			7/15/2014	100415564PW 07/15/14	PWST 9450 STEIL BLVD 6/14-7/15	145.77	
101.0000.21.542.63.47.006			7/15/2014	100415566PW 07/15/14	PWST 9000 STEIL BLVD 6/14-7/15	111.76	
101.0000.21.542.63.47.006			7/15/2014	100415597PW 07/15/14	PWST 10000 STEIL BLVD 6/14-7/15	118.16	
101.0000.21.542.63.47.006			7/15/2014	100471519PW 07/15/14	PWST 8312 87TH AV 6/14-7/15/14	44.81	
101.0000.21.542.64.47.005			7/15/2014	100658937PW 07/15/14	PWST 10300 STEIL BLVD 5/15-7/15	69.57	
101.0000.21.542.64.47.005			7/15/2014	100687561PW 07/15/14	PWST 8623 87TH AV 5/15-7/15/14	64.91	
101.0000.21.542.64.47.005			7/9/2014	100463729PW 07/09/14	PWST 8203 CUSTER RD SW 5/9-7/9	1.82	
101.0000.21.542.64.47.005			7/9/2014	100575626PW 07/09/14	PWST 8901 BPW SW 5/9-7/9/14	90.89	
101.0000.21.542.64.47.005			7/9/2014	100681481PW 07/09/14	PWST 8601 BPW SW 5/9-7/9/14	133.33	
101.0000.21.542.63.47.006			7/11/2014	100349419PW 07/11/14	PWST 7502 LKWD DR W 5/13-7/11/14	21.50	
101.0000.21.542.64.47.005			7/11/2014	100349749PW 07/11/14	PWST 7717 BPW W 6/12-7/11/14	25.75	
101.0000.21.542.64.47.005			7/11/2014	100350985PW 07/11/14	PWST 8200 CUSTER RD SW 5/13-7/11/14	53.56	
101.0000.21.542.64.47.005			7/11/2014	100350986PW 07/11/14	PWST 8800 CUSTER RD SW 5/13-7/11/14	67.44	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.21.542.63.47.006			7/11/2014	100440754PW 07/11/14	PWST 7211 BPW W 5/13-7/11/14	30.32	
101.0000.21.542.64.47.005			7/11/2014	100463727PW 07/11/14	PWST 7919 CUSTER RD W 5/13-7/1	1.82	
101.0000.21.542.64.47.005			7/11/2014	100520997PW 07/11/14	PWST 7609 CUSTER RD W 5/13-7/1	50.16	
76424	7/23/2014	005786		CLASSY CHASSIS,			\$442.37
001.0000.15.521.10.41.001			7/4/2014	2677	PD 6/28-7/4/14 EXTERIOR FLEET	163.21	
001.0000.15.521.23.48.001			7/4/2014	2677	PD 6/28-7/4/14 EXTERIOR FLEET	55.77	
001.0000.15.521.10.41.001			6/30/2014	2654	PD 6/21-6/27/14 EXTERIOR FLEET	188.39	
101.0000.21.544.90.48.005			6/30/2014	2664	PWST CV#2121012 FULL SVC OIL C	35.00	
76425	7/23/2014	004501		COASTWIDE LABORATORIES,			\$333.81
001.0000.98.518.35.31.001			5/29/2014	T2666988	PWFC SUPPLIES	91.31	
001.0000.98.518.35.31.001			7/7/2014	T2669049-1	PWFC SUPPLIES	242.50	
76426	7/23/2014	000104		COMMUNITIES IN SCHOOLS,			\$6,913.00
001.0000.11.565.10.41.020			7/10/2014	2ND QTR, 2014 ASP	PKHS 2ND QTR, 2014 AFTER SCHOO	3,663.00	
001.0000.11.565.10.41.020			7/18/2014	2ND QTR, 2014	PKHS 2ND QTR, 2014 CHAMPIONS M	3,250.00	
76427	7/23/2014	000107		COMMUNITY HEALTH CARE,			\$1,875.00
001.0000.11.565.10.41.020			7/11/2014	102	PKHS 2ND QTR, 2014 PRIMARY MED	1,875.00	
76428	7/23/2014	008523		COMPLETE OFFICE,			\$378.91
001.0000.06.515.30.31.001			7/10/2014	1103898-0	LG SUPPLIES	378.91	
76429	7/23/2014	000496		DAILY JOURNAL OF COMMERCE,			\$494.00
401.0000.41.595.40.44.001			7/8/2014	3290184	PWSW E4104 WATER QUALITY RETRO	494.00	
76430	7/23/2014	010647		DISCOVERY BENEFITS INC,			\$58.50
001.0000.99.518.40.41.001			6/30/2014	0000470902-IN	ND 6/14 FSA MONTHLY FEE	58.50	
76431	7/23/2014	010352		DODD, ROSITA			\$100.00
001.0000.02.512.51.49.009			7/1/2014	07/01/14	MC 06/23/14 INTERPRETER SVCS	100.00	
76432	7/23/2014	010989		DUNN, SEAN			\$369.79
001.0000.02.523.30.31.008			7/23/2014	7/16/14 REIMBURSE	MC TACTICAL VEST REIMBURSEMENT	369.79	
76433	7/23/2014	003950		EMERGENCY FOOD NETWORK OF,			\$5,000.00
001.0000.11.565.10.41.020			7/18/2014	2012312	PKHS 2ND QTR, 2014 FOOD DIST.	5,000.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76434	7/23/2014	005190		FASTENAL,			\$197.46
				WALA221237	PWST RETURN TOOL SUPPLIES	-32.39	
			6/23/2014	WALA221192	PWCP E1182 SAFETY PROJECT	86.64	
			6/23/2014	WALA221192	PWST TOOLS	108.84	
			6/26/2014	WALA221238	PWST TOOL SUPPLIES	34.37	
76435	7/23/2014	000173		FISH FOOD BANKS OF PIERCE,			\$3,750.00
			6/30/2014	3805	PKHS 2ND QTR, 2014 FOOD BANKS	3,750.00	
76436	7/23/2014	009689		FLO HAWKS,			\$180.51
			6/20/2014	1092735	PWSW DC MAINTENANCE	180.51	
76437	7/23/2014	008185		FOOD CONNECTION,			\$5,250.00
			7/23/2014	2ND QTR, 2014	PKHS 2ND QTR, 2014 BACKPACK PR	1,250.00	
			7/23/2014	2ND QTR, 2014	PKHS 2ND QTR, 2014 MOBILE FOOD	3,000.00	
			7/23/2014	2ND QTR, 2014	PKHS 2ND QTR, 2014 SUMMER MEAL	1,000.00	
76438	7/23/2014	002825		GRAYBAR ELECTRIC COMPANY,			\$951.83
			7/9/2014	973574546	PWCP E1182 SAFETY PROJECT	502.74	
			7/9/2014	973574547	PWST RAW MATERIALS	39.84	
			6/30/2014	973434524	PWCP E1182 SAFETY PROJECT	185.71	
			6/30/2014	973434524	PWST TOOLS	223.54	
76439	7/23/2014	003780		HIGASHIYAMA, DENNIS			\$211.89
			7/21/2014	REIMBURSEMENT	PKRC SUMMERFEST SUPPLIES REIMB	200.89	
			7/21/2014	REIMBURSEMENT	PKRC BRIDGE TOLL	11.00	
76440	7/23/2014	004036		HORIZON/AUTOMATIC RAIN CO,			\$472.69
			6/26/2014	3N044418	PKFC FITTINGS/SAW	48.66	
			6/25/2014	3N044378	PKFC CONTROLLER	424.03	
76441	7/23/2014	007151		HORST, RUDY			\$142.20
			7/21/2014	5/19-7/14/14	PKSR 5/19-7/14/14 COMPUTER INS	142.20	
76442	7/23/2014	000299		LAKEVIEW LIGHT & POWER CO.,			\$2,487.55
				67044-077PW 06/07/14	PWSW 8825 25TH AV CREDIT 4/29-	-15.75	
			7/14/2014	67044-004PW 07/14/14	PWST 108TH/LKVW 6/04-7/07/14	87.72	
			7/14/2014	67044-010PW 07/14/14	PWSW 108TH/PAC HWY 6/05-7/07/1	86.86	
			7/14/2014	67044-017PW 07/14/14	PWST 112TH/STW 6/09-7/09/14	84.01	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.21.542.64.47.005			7/14/2014	67044-030PW 07/14/14	PWST 112TH/BP 6/05-7/08/14	92.72	
101.0000.21.542.63.47.006			7/14/2014	67044-072PW 07/14/14	PWST 11302 KENDRICK 6/05-7/08/	74.03	
001.0000.98.542.65.47.005			7/14/2014	67044-073PW 07/14/14	PWFC 11420 KENDRICK 6/05-7/08/	418.26	
401.0000.41.531.10.47.005			7/14/2014	67044-077PW 07/14/14	PWSW 8825 25TH AV 5/29-7/01/14	92.12	
101.0000.21.542.64.47.005			7/7/2014	67044-002PW 07/07/14	PWST PAC HWY/STW 5/28-6/30/14	95.20	
101.0000.21.542.64.47.005			7/7/2014	67044-007PW 07/07/14	PWST 8902 STW 6/02-7/02/14	153.32	
101.0000.21.543.50.47.005			7/7/2014	67044-008PW 07/07/14	PWST 4100 STEIL 6/03-7/02/14	96.67	
101.0000.21.542.64.47.005			7/7/2014	67044-012PW 07/07/14	PWST HWY 512/STW 5/28-6/30/14	144.20	
101.0000.21.542.64.47.005			7/7/2014	67044-013PW 07/07/14	PWST 100TH/STW 5/28-6/30/14	86.77	
101.0000.21.542.63.47.006			7/7/2014	67044-014PW 07/07/14	PWST HWY 512/STW 6/07-7/07/14	96.16	
101.0000.21.542.64.47.005			7/7/2014	67044-015PW 07/07/14	PWST 96TH/STW 5/28-6/30/14	89.27	
101.0000.21.542.64.47.005			7/7/2014	67044-016PW 07/07/14	PWST 40TH AV SW 6/04-7/02/14	74.29	
101.0000.21.542.64.47.005			7/7/2014	67044-031PW 07/07/14	PWST 84TH/STW 6/02-7/02/14	81.95	
101.0000.21.543.50.47.005			7/7/2014	67044-032PW 07/07/14	PWST 100TH/LKVV 6/03-7/02/14	102.44	
001.0000.11.576.80.47.005			7/7/2014	67044-048 07/07/14	PKFC 5/29-7/01/14 2716 84TH SV	31.01	
101.0000.21.543.50.47.005			7/7/2014	67044-050PW 07/07/14	PWST LKWD DR/STEIL 6/03-7/02/1	94.52	
101.0000.21.543.50.47.005			7/7/2014	67044-053PW 07/07/14	PWST 4648 STEIL 6/03-7/02/14	69.55	
101.0000.21.543.50.47.005			7/7/2014	67044-074PW 07/07/14	PWST 9424 FRONT ST 6/02-7/02/1	271.32	
401.0000.41.531.10.47.005			7/7/2014	67044-075PW 07/07/14	PWSW 8807 25TH AV 5/29-7/01/14	61.48	
401.0000.41.531.10.47.005			7/7/2014	67044-076PW 07/07/14	PWSW 8823 25TH AV 5/29-7/01/14	19.43	
76443	7/23/2014	000288		LAKESWOOD HARDWARE & PAINT INC,			\$32.69
101.0000.21.542.90.31.001			6/30/2014	K96297	PWST SUPPLIES	32.69	
76444	7/23/2014	005722		LANDPORT SYSTEMS INC,			\$83.00
001.0000.98.518.35.41.001			7/1/2014	2014-7632	PWFC 07/14 MONTHLY SERVICE FEE	83.00	
76445	7/23/2014	003008		LARSEN SIGN CO,			\$426.66
001.0000.11.571.20.31.001			7/7/2014	17388	PKRC YMCA SWIM LESSONS BANNERS	426.66	
76446	7/23/2014	004382		LARSON, RYAN			\$529.00
180.0000.19.521.21.43.004			7/10/2014	AUG, 2014 PER DIEM	PD V8/02/14 PER DIEM	529.00	
76447	7/23/2014	010485		LAW OFFICE OF R TYE GRAHAM,			\$2,837.50
001.0000.06.515.30.41.001			7/10/2014	85	LG RESPONSE MOTION	137.50	
001.0000.06.515.30.41.001			7/8/2014	84	LG 7/8-7/11 PROSECUTION SERVIC	1,350.00	
001.0000.06.515.30.41.001			7/17/2014	86	LG DOCKET COVERAGE JUL 15-18 2	1,350.00	
76448	7/23/2014	005685		LEMAY MOBILE SHREDDING,			\$112.90

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001.0000.15.521.10.41.001			7/1/2014	4393165	PD JUNE, 2014 SHREDDING SVCS	112.90	
76449	7/23/2014	002296		LEXIS NEXIS,			\$625.77
001.0000.06.515.30.49.004			6/30/2014	1406148951	LG 06/14 LEXISNEXIS & RELATED	625.77	
76450	7/23/2014	009711		LEXIS NEXIS RISK DATA MGMT INC,			\$136.10
001.0000.15.521.21.41.001			6/30/2014	1226184-20140630	PD JUNE, 2014 SEARCHES	34.19	
001.0000.15.521.21.41.001			5/31/2014	1226184-20140531	PD MAY, 2014 SEARCHES	101.91	
76451	7/23/2014	002991		LIM, VANNARA S			\$249.12
001.0000.02.512.51.49.009			6/11/2014	06/11/14	MC 06/11/14 INTERPRETER SVCS	124.56	
001.0000.02.512.51.49.009			7/1/2014	07/01/14	MC 07/01/14 INTERPRETER SVCS	124.56	
76452	7/23/2014	002185		LOWE'S COMPANIES INC,			\$503.94
101.0000.21.542.64.31.001			6/13/2014	924137	PWST SUPPLIES	9.85	
101.0000.21.544.90.31.001			6/16/2014	923620	PWST SUPPLIES	20.73	
101.0000.21.542.70.31.090			6/16/2014	923620	PWST LOPPERS	37.37	
101.0000.21.542.90.31.090			6/16/2014	923620	PWST SHOP VAC	186.04	
102.0013.22.595.30.63.108			6/16/2014	923673	PWCP E1182 CITYWIDE SAFETY PRO	49.23	
101.0000.21.544.90.31.001			6/2/2014	923541	PWST SCREWDRIVER SET FOR SHOP	16.59	
101.0000.21.544.90.31.008			6/2/2014	924919	PWST WORK GEAR	26.97	
101.0000.21.544.90.31.006			6/2/2014	923541	PWST CV#2121503 NUTS/BOLTS/WAS	11.82	
101.0000.21.542.64.31.030			6/6/2014	923072	PWST RAW MATERIALS	49.23	
401.0000.41.531.10.31.030			6/30/2014	921118	PWSW RAW MATERIALS	33.80	
101.0000.21.544.90.31.001			6/24/2014	943077	PWST SUPPLIES	62.31	
76453	7/23/2014	010919		MCMULLEN, ELIZABETH			\$1,475.00
001.0000.06.515.30.41.001			7/12/2014	07/12/14	LG PROSECUTION SVCS 07/7-07/10	800.00	
001.0000.06.515.30.41.001			7/21/2014	07/21/14	LG PROSECUTION SVCS 07/14-07/1	675.00	
76454	7/23/2014	009724		MILES RESOURCES LLC,			\$1,659.76
001.0000.11.576.81.31.001			7/14/2014	238732	PKFC SUPPLIES	139.68	
101.0000.21.542.30.31.030			7/14/2014	238775	PWST RAW MATERIALS	796.68	
101.0000.21.542.70.31.030			6/30/2014	238370	PWST RAW MATERIALS	184.24	
101.0000.21.542.70.31.030			6/30/2014	238383	PWST RAW MATERIALS	86.91	
101.0000.21.542.70.31.030			6/30/2014	238416	PWST RAW MATERIALS	368.48	
101.0000.21.542.70.31.030			6/30/2014	238443	PWST RAW MATERIALS	83.77	
76455	7/23/2014	000366		NORTHWEST CASCADE INC,			\$205.56

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.02.523.30.47.004			6/16/2014	1-945645	MC 6/16-7/15/14 PORT-O-LET SVC	155.56	
180.0000.19.521.21.41.001			7/2/2014	1-959087	PD 7/2/14 PORT-O-LET SVCS	50.00	
76456	7/23/2014	003198		PIERCE COLLEGE,			\$11,500.00
001.0000.11.565.10.41.020			7/23/2014	2ND QTR, 2014	PKHS 2ND QTR, 2014 LAKEWOOD'S	6,500.00	
001.0000.11.565.10.41.020			7/23/2014	82626	PKHS 2ND QTR, 2014 COMPUTER CL	5,000.00	
76457	7/23/2014	000407		PIERCE COUNTY,			\$13,246.73
001.0000.11.565.10.41.020			7/11/2014	AR161020	PKHS 2ND QTR, 2014 CHILD REACH	1,831.65	
001.0000.15.521.10.51.006			7/3/2014	AR160667	PD 05/14 PIERCE COUNTY JAIL HO	6,578.00	
001.0000.11.569.50.51.001			7/10/2014	AR160678	PKSR JULY 2014 SR CENTER LEASE	4,837.08	
76458	7/23/2014	003089		PIERCE COUNTY AIDS FOUNDATION,			\$6,597.53
001.0000.11.565.10.41.020			7/15/2014	140630	PKHS 2ND QTR, 2014 OASIS YOUTH	1,000.00	
001.0000.11.565.10.41.020			7/15/2014	140630	PKHS 2ND QTR, 2014 MEDICAL CAS	5,597.53	
76459	7/23/2014	003205		PIERCE COUNTY RECYCLING,			\$126.00
101.0000.21.542.90.49.018			6/30/2014	7188	PWST DUMPING FEES	126.00	
76460	7/23/2014	010630		PRINT NW,			\$19.86
001.0000.11.571.20.49.005			6/30/2014	7351001	PKRC CARNEY BUSINESS CARDS	19.86	
76461	7/23/2014	010325		REBUILDING TOGETHER SOUTH,			\$12,250.00
190.0000.52.559.32.41.123			7/14/2014	07/14/14	CDBG REBUILD TOGETHER 1/1-6/30	7,250.00	
001.0000.11.565.10.41.020			7/22/2014	1/1-4/30/14	PKHS 1/1-4/30/14 REBUILDING TO	5,000.00	
76462	7/23/2014	007505		REDFLEX TRAFFIC SYSTEMS INC,			\$33,592.76
001.0000.15.521.71.41.080			6/30/2014	RTS0006507	PD JUNE, 2014 PHOTO ENFORCEMEN	33,592.76	
76463	7/23/2014	010522		RICOH USA INC,			\$901.64
001.0000.99.518.40.45.002			7/15/2014	5031620983	ND 6/15-7/14/14 COPIER OVERAGE	901.64	
76464	7/23/2014	004775		SAN DIEGO POLICE EQUIP CO,			\$16,950.44
001.0000.15.521.10.31.020			7/2/2014	613073	PD AMMO	15,494.00	
001.0000.15.521.10.31.020			7/2/2014	613073	Sales Tax	1,456.44	
76465	7/23/2014	007186		SHADOW, KARIN			\$131.24
001.0000.15.521.10.31.001			7/22/2014	7/12/14 REIMBURSE	PD CHAIRS REIMBURSEMENT	131.24	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76466	7/23/2014	002912		SOUND ELECTRONICS,			\$2,465.29
001.0000.15.521.80.41.001			6/30/2014	500036	PD PRE-PROGRAM SECURITY SYSTEM	2,279.31	
001.0000.98.518.35.41.001			6/30/2014	500037	PWFC TEST ALARMS	185.98	
76467	7/23/2014	010274		SOUTH SOUND OUTREACH SERVICES,			\$1,035.51
190.0000.52.559.32.41.123			6/30/2014	06/30/14	CDBG FIN/HOUSING COUNSEL 10/1/	1,035.51	
76468	7/23/2014	009493		STAPLES ADVANTAGE,			\$1,428.65
001.0000.02.512.50.31.001			6/27/2014	3234927959	MC SUPPLIES	183.53	
001.0000.02.512.50.31.001			6/27/2014	3234927960	MC SUPPLIES	11.84	
001.0000.02.512.50.31.001			6/21/2014	3234666866	MC SUPPLIES	9.84	
001.0000.04.518.80.31.002			7/16/2014	3236831257	IT TONER	327.12	
001.0000.06.515.30.31.001			7/11/2014	3236424585	LG SUPPLIES	90.05	
001.0000.06.515.30.31.001			7/4/2014	3235682690	LG SUPPLIES	17.23	
001.0000.04.518.80.31.002			7/8/2014	3236263773	IT TONER	356.96	
001.0000.04.518.80.31.002			7/10/2014	3236348184	IT TONER	422.28	
001.0000.04.514.20.31.001			7/10/2014	3236348184	FN SUPPLIES	9.80	
76469	7/23/2014	009030		STERICYCLE INC,			\$10.36
001.0000.15.521.10.41.001			6/30/2014	3002692260	PD MONTHLY SVCS	10.36	
76470	7/23/2014	002821		STEWART MACNICHOLS HARMELL PS,			\$68,750.00
001.0000.02.512.51.41.004			6/12/2014	06/12/14	MC 05/14 PUBLIC DEFENDER SERVI	32,250.00	
001.0000.02.512.51.41.004			7/14/2014	07/14/14	MC 06/14 PUBLIC DEFENDER SERVI	36,500.00	
76471	7/23/2014	006497		SYSTEMS FOR PUBLIC SAFETY,			\$8,191.26
001.0000.15.521.23.48.001			7/11/2014	24599	PD CV#1521029 BELT TENSIONER	238.15	
001.0000.15.521.22.48.001			7/16/2014	24588	PD CV#1522611 OIL CHANGE	60.02	
401.0000.41.531.10.35.090			7/17/2014	24531	PWSW WIRE, FUSE, AMP, POWER IN	884.29	
001.0000.15.521.22.48.001			7/10/2014	24591	PD CV#1522613 ANTENNA SVCS, OI	196.55	
001.0000.15.521.22.48.001			7/9/2014	23693	PD CV#1522050 REMOVE EMERGENCY	229.74	
001.0000.15.521.22.48.001			7/9/2014	24562	PD CV#1522414 REBUILT CLUSTER	548.90	
180.0000.19.521.21.48.001			7/9/2014	24563	PDSZ CV#1523503S OIL CHANGE	63.54	
001.0000.15.521.22.48.001			7/9/2014	24582	PD CV#1522093 15K SVCS	771.50	
001.0000.15.521.22.48.001			7/9/2014	24590	PD CV#1522429 TURN SIGNAL SVCS	30.03	
001.0000.15.521.22.48.001			7/8/2014	24572	PD CV#1522605 BRAKE SVCS	887.39	
001.0000.15.521.30.48.001			7/8/2014	24576	PD CV#1530004 TURN SIGNAL BULB	28.80	
001.0000.15.521.22.48.001			7/7/2014	24560	PD CV#1522612 OIL CHANGE	60.02	
001.0000.15.521.22.48.001			7/7/2014	24565	PD CV#1522094 TIRE, OIL CHANGE	373.01	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.22.48.001			7/3/2014	24438	PD CV#1522025 REMOVE GRAPHICS	91.90	
001.0000.15.521.22.48.001			7/3/2014	24475	PD CV#1522613 RADIO SVCS	91.90	
001.0000.15.521.22.48.001			7/3/2014	24517	PD CV#1522089 BATTERY	193.88	
001.0000.15.521.70.48.001			7/3/2014	24543	PD CV#1570439 OIL CHANGE	58.87	
001.0000.15.521.22.48.001			6/6/2014	24336	PD CV#1522016 BRAKE SVCS, OIL	709.53	
001.0000.15.521.22.48.001			6/19/2014	24331	PD CV#1522098 OIL CHANGE	150.76	
001.0000.15.521.23.48.001			6/10/2014	24365	PD CV#1523027 OIL CHANGE	114.03	
001.0000.15.521.30.48.001			6/3/2014	24320	PD CV#1530602 WINDOW GUARDS, O	497.44	
001.0000.15.521.70.48.001			6/27/2014	24478	PD CV#1570010 AC COMPRESSOR, E	1,529.67	
001.0000.15.521.22.48.001			6/27/2014	24493	PD CV#1522416 BATTERY	381.34	
76472	7/23/2014	007603		THUNDERING OAK ENTERPRISES INC,			\$383.25
101.0000.21.542.70.41.079			7/7/2014	7181	PWST LANDSCAPING: REMOVE DEAD	383.25	
76473	7/23/2014	000593		WASHINGTON STATE TREASURER,			\$32,344.15
001.0000.02.512.50.49.017			7/15/2014	CORRECT 2007-2013	MC CORRECT COURT REVENUE 2007-	32,344.15	
76474	7/23/2014	000593		WASHINGTON STATE TREASURER,			\$298.00
001.237.05			7/23/2014	06/14 BLDG CODE	06/14 BLDG CODE STATE REMIT	298.00	
76475	7/23/2014	000007		ACCONTEMPS, INC.,			\$1,525.00
001.0000.04.514.20.41.012			7/15/2014	40815352	FN TEMP HELP WILLIAMS WK ENDED	925.00	
001.0000.04.514.20.41.012			7/14/2014	40799355	FN TEMP HELP WILLIAMS WK ENDED	600.00	
76476	7/23/2014	006465		AGRI SHOP,			\$113.80
101.0000.21.542.70.31.001			6/11/2014	216683	PWST SUPPLIES	15.88	
101.0000.21.542.70.31.001			6/26/2014	216865	PWST SUPPLIES	15.31	
101.0000.21.542.70.31.001			7/14/2014	217035	PWST SUPPLIES	82.61	
76477	7/23/2014	002293		AHBL INC,			\$9,206.00
102.0000.22.595.30.41.001			6/30/2014	91979	PWCP RESEARCH JACK KLINE RD 5/	640.00	
001.0000.07.558.60.41.001			6/30/2014	92104	CDPL STARLIGHT ZONING TXT 5/2	5,526.00	
001.0000.07.558.60.41.001			6/30/2014	92106	CDPL WALKER RIDGE PRELIM 5/26-	3,040.00	
76478	7/23/2014	010920		ARC DOCUMENT SOLUTIONS,			\$319.55
102.0010.22.595.30.44.001			7/9/2014	54-573530	PWCP E1177 COPIES, BINDING	319.55	
76479	7/23/2014	005506		ARCHITECTS RASMUSSEN,			\$1,209.82
401.0000.41.594.31.62.007			7/3/2014	1251	PWSW E2603 PW O&M BLDG THRU 06	1,209.82	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76480	7/23/2014	002120		CHICAGO TITLE INSURANCE CO,			\$160.00
		190.0000.52.559.31.41.001	7/22/2014	5996599-1	CDBG MHR-006 RECONVEYANCE OF D	160.00	
76481	7/23/2014	000095		CHOUGH, KWANG S			\$560.00
		001.0000.02.512.51.49.009	6/30/2014	06/14	MC 06/14 INTERPRETER SVCS	560.00	
76482	7/23/2014	006117		CITY OF LAKEWOOD,			\$601.85
		001.0000.02.523.30.41.001	7/23/2014	07/23/14 REPLENISH	MC MORRISSETTE/WORK CREW LAUNDR	28.50	
		001.0000.06.515.30.43.005	7/23/2014	07/23/14 REPLENISH	LG KASER/SUPERIOR COURT PARKIN	6.00	
		001.0000.06.515.30.43.005	7/23/2014	07/23/14 REPLENISH	LG BOOKER-HAY/SUPERIOR COURT P	6.00	
		001.0000.09.518.10.31.001	7/23/2014	07/23/14 REPLENISH	HR SCHAEFER/SUPPLIES	30.99	
		001.0000.09.518.10.31.005	7/23/2014	07/23/14 REPLENISH	HR AVCULAR/FOOD FOR TESTING	41.59	
		001.0000.09.518.10.31.009	7/23/2014	07/23/14 REPLENISH	HR LAUARICELLA/WELLNESS SUPPLI	18.60	
		001.0000.11.571.20.31.001	7/23/2014	07/23/14 REPLENISH	PKRC HIGASHIYAMA/SUPPLIES	78.79	
		001.0000.11.576.80.31.008	7/23/2014	07/23/14 REPLENISH	PKFC CLOUSING/SEASONAL BOOT AL	60.00	
		001.0000.11.576.80.31.008	7/23/2014	07/23/14 REPLENISH	PKFC MANNON/SEASONAL BOOT ALLO	60.00	
		001.0000.13.558.70.31.001	7/23/2014	07/23/14 REPLENISH	ED PERRUSSEL/SUPPLIES	43.75	
		001.0000.13.558.70.31.050	7/23/2014	07/23/14 REPLENISH	ED PERRUSSEL/WATER: HOUSING FO	3.50	
		001.0000.13.558.70.31.005	7/23/2014	07/23/14 REPLENISH	ED PERRUSSEL/FOOD FOR MEETINGS	32.56	
		001.0000.15.521.10.31.001	7/23/2014	07/23/14 REPLENISH	PD HAGEL/SUPPLIES	83.09	
		001.0000.99.518.40.31.001	7/23/2014	07/23/14 REPLENISH	ND HAGEL/SUPPLIES	53.11	
		311.0000.01.559.30.51.001	7/23/2014	07/23/14 REPLENISH	PWSC MOTOH/E2216 PC PERMIT COP	6.25	
		401.0000.41.531.10.31.001	7/23/2014	07/23/14 REPLENISH	PWSW VIGOREN/SUPPLIES	5.46	
		401.0000.41.531.10.49.011	7/23/2014	07/23/14 REPLENISH	PWSW HALAR/NPDES OUTREACH EVEN	43.66	
76483	7/23/2014	003948		COMCAST CORPORATION,			\$800.00
		001.0000.04.518.80.42.001	7/1/2014	30390983	IT ETHERNET INTERNET JULY 2014	800.00	
76484	7/23/2014	009527		COMDATA NETWORK INC,			\$1,627.44
		001.0000.99.548.79.32.001	7/1/2014	20212822	ND JUNE, 2014 FUEL CHARGES	71.18	
		001.0000.07.558.50.32.001	7/1/2014	20212822	CD JUNE, 2014 FUEL CHARGES	11.45	
		001.0000.15.521.10.32.001	7/1/2014	20212822	PD JUNE, 2014 FUEL CHARGES	1,397.53	
		401.0000.41.531.10.32.001	7/1/2014	20212822	PWSW JUNE, 2014 FUEL CHARGES	147.28	
76485	7/23/2014	009902		CORELOGIC INFO SOLUTIONS INC,			\$205.67
		001.0000.07.557.20.42.001	6/30/2014	81196367	CDCE 06/14 REALQUEST & LEN REP	205.67	
76486	7/23/2014	010606		CRAWFORD, ANNE			\$200.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.02.512.51.49.009			7/8/2014	288	MC 06/14 INTERPRETER SVCS	200.00	
76487	7/23/2014	010902		CYCLE TIRES WHOLESALE,			\$560.67
001.0000.15.521.70.48.001			6/27/2014	908987	PD CV#1570113 BATTERY/GASKET S	560.67	
76488	7/23/2014	000800		DEPARTMENT OF THE INTERIOR, US GEOLOGICAL SURVEY			\$8,494.00
401.0000.41.531.10.51.001			7/11/2014	90271503	PWSW 10/14-9/15 MAINT STREAM-G	8,494.00	
76489	7/23/2014	010648		DIAMOND MARKETING SOLUTIONS,			\$270.12
001.0000.99.518.40.31.017			7/16/2014	86270	ND DAILY MAIL 07/01/14 - 07/15	270.12	
76490	7/23/2014	009472		DISH NETWORK LLC,			\$125.17
001.0000.15.521.10.41.001			7/4/2014	8255 7070 8168 1616	PD 7/16-8/15/14 SVCS	125.17	
76491	7/23/2014	004733		DKS ASSOCIATES,			\$11,172.33
102.0013.22.595.64.41.017			7/1/2014	55134	PWCP E1182 5/31-6/30/14 ON-CAL	1,348.16	
102.0006.22.595.64.41.017			7/1/2014	55135	PWCP E1168 5/31-6/30/14 TRAF U	1,625.30	
102.0000.22.543.30.41.001			6/30/2014	55128	PWCP ON-CALL SERVICES 4/25-6/3	8,198.87	
76492	7/23/2014	010754		DRY BOX INC,			\$1,207.36
101.0000.21.543.50.45.004			7/11/2014	RENT THRU 08/24/14	PWST RENT 4 UNITS 07/24-08/24/	1,207.36	
76493	7/23/2014	004890		DUENHOELTER, MARTIN J.H.			\$3,000.00
001.0000.02.512.51.41.035			6/30/2014	06/14	MC 06/14 PUBLIC DEFENDER SVCS	3,000.00	
76494	7/23/2014	004710		EQUIFAX/CREDIT NORTHWEST CORP,			\$109.40
001.0000.15.521.10.41.001			7/17/2014	8613851	PD 7/17/14 SVCS FEE	109.40	
76495	7/23/2014	010063		EWING IRRIGATION PRODUCTS INC,			\$385.44
001.0000.11.542.70.31.001			6/19/2014	8228049	PKFC 1STA DECODER	385.44	
76496	7/23/2014	000166		FEDERAL EXPRESS,			\$38.69
001.0000.99.518.40.31.017			7/11/2014	2-714-74816	ND SHIPPING & HANDLING CHARGES	38.69	
76497	7/23/2014	002188		FRANCISCAN HEALTH SYSTEM,			\$3,888.35
001.0000.11.565.10.41.020			7/7/2014	2ND QTR, 2014	PKHS 2ND QTR, 2014 CHILDREN'S	3,888.35	
76498	7/23/2014	007509		FRANCISCAN OCCUPATIONAL HEALTH,			\$580.00
001.0000.07.558.50.49.003			6/2/2014	1927	CDBL RESPIRATOR QUESTIONNAIRE	50.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.21.542.30.49.001			6/2/2014	1927	PWST PHYSICAL/DRUG SCREEN/HEP	190.00	
001.0000.11.576.81.49.003			6/2/2014	1927	PKFC PHYSICALS, BACK STRENGTH	315.00	
001.0000.15.521.10.41.001			6/2/2014	1927	PD RESPIRATOR QUESTIONNAIRE	25.00	
76499	7/23/2014	010887		FROST, FA'AMAILE			\$179.76
001.0000.02.512.51.49.009			7/8/2014	07/08/14	MC 07/08/14 INTERPRETER SVCS	179.76	
76500	7/23/2014	000188		GALLS INC.,			\$457.04
001.0000.15.521.23.31.008			7/8/2014	002165439	PD CLOTHING	457.04	
76501	7/23/2014	009728		HSA BANK,			\$67.50
001.0000.99.518.40.41.064			7/9/2014	2266952	ND 6/14 MONTHLY ACCOUNTS FEES	67.50	
76502	7/23/2014	010950		INSLEE,BEST,DOEZIE & RYDER P.S.,			\$5,119.35
102.0008.22.595.20.41.049			7/9/2014	200672	PWCP E1170 06/14 ROYAL OAKS	5,119.35	
76503	7/23/2014	007435		INTEGRA TELECOM HOLDINGS INC,			\$716.87
101.0000.21.543.30.42.001			7/8/2014	12166606	PWST PHONE SVC 6/11-7/7/14	33.33	
102.0000.22.543.30.42.001			7/8/2014	12166606	PWCP PHONE SVC 6/11-7/7/14	26.88	
001.0000.06.515.30.42.001			7/8/2014	12166606	LG PHONE SVC 6/11-7/7/14	2.58	
190.0000.52.559.31.42.001			7/8/2014	12166606	CDBG PHONE SVC 6/11-7/7/14	16.92	
001.0000.99.518.40.42.001			7/8/2014	12166606	ND PHONE SVC 6/11-7/7/14	637.16	
76504	7/23/2014	010987		JOHN DEERE LANDSCAPES LLC,			\$649.84
001.0000.11.576.81.31.001			6/4/2014	68415721	PKFC GRASS SEED	649.84	
76505	7/23/2014	010885		JOHNSTON GROUP LLC,			\$4,500.00
001.0000.03.513.10.41.001			7/1/2014	434	CM 07/14 RETAINER FED GOVT RE	4,500.00	
76506	7/23/2014	010716		JUBITZ FLEET SERVICES,			\$485.03
001.0000.15.521.10.32.001			7/16/2014	CL338050	PD 6/30/7/16/14 RIVER PATROL F	241.54	
001.0000.15.521.10.32.001			6/30/2014	CL336277	PD 6/26/14 FUEL FOR RIVER PATR	243.49	
76507	7/23/2014	010851		KENWORTH NORTHWEST INC,			\$2,228.83
101.0000.21.544.90.48.005			7/9/2014	LS3755	PWST CV#2121601 REPAIR BRAKES	2,228.83	
76508	7/23/2014	008414		LAKWOOD FORD,			\$395.00
101.0000.21.544.90.48.005			6/30/2014	352362	PWST CV#2121007 REPAIR/MAINT	395.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76509	7/23/2014	000294		LAKWOOD REFUSE SERVICE,			\$577.79
001.0000.11.576.80.47.002			7/1/2014	5232998	PKFC JUNE, 2014 HARRY TODD PK	102.07	
001.0000.11.576.80.47.002			7/1/2014	5233818	PKFC JUNE, 2014 AMERICAN LAKE	468.55	
001.0000.11.576.81.47.002			7/1/2014	5234506	PKFC JUNE, 2014 FT STEILACOOM	7.17	
76510	7/23/2014	008850		LAKWOOD TOASTMASTERS,			\$5.00
401.0000.41.531.10.49.001			7/15/2014	07/15/14	PWSW K ANDERSON LOCAL DUES 7/1	5.00	
76511	7/23/2014	000300		LAKWOOD WATER DISTRICT,			\$4,892.02
101.0000.21.542.70.47.001			7/15/2014	13318-75739 PW 7/15	PWST WA/GLD 5/5-7/7/14	80.03	
101.0000.21.542.70.47.001			7/15/2014	13641-75739 PW 7/15	PWST GLD/NYANZA 5/6-7/8/14	117.13	
101.0000.21.542.70.47.001			7/17/2014	16302-75739 PW 7/17	PWST GLD/112TH 5/8-7/10/14	61.48	
001.0000.98.518.35.47.001			7/17/2014	16699-75739 PW 7/17	PWFC 6000 MAIN ST 5/9-7/11/14	866.18	
001.0000.98.518.35.47.001			7/17/2014	16702-75740 PW 7/17	PWFC 6000 MAIN ST 5/9-7/11/14	212.90	
001.0000.98.518.35.47.001			7/17/2014	16706-75740 PW 7/17	PWFC 6000 MAIN ST 5/9-7/11/14	89.31	
001.0000.98.518.35.47.001			7/17/2014	16713-75740 PW 7/17	PWFC 0 59TH/MAIN 5/9-7/11/14	777.14	
101.0000.21.542.70.47.001			7/15/2014	15034-75739 PW 7/15	PWST CRNR BP/PAC HWY 5/7-7/9/1	81.41	
001.0000.11.576.80.47.001			7/15/2014	15036-75741 7/8/14	PKFC 5/5-7/8/14 SPRINGBROOK PK	333.74	
001.0000.11.576.80.47.001			7/15/2014	15040-75741 7/14	PKFC 5/6-7/8/14 4723 127TH ST	48.41	
101.0000.21.542.70.47.001			7/15/2014	26638-75739 PW 7/15	PWST ISL GLD/VETERANS 5/5-7/7/14	29.75	
101.0000.21.542.70.47.001			7/15/2014	26756-75739 PW 7/15	PWST CO BP/PAC HWY 5/7-7/9/14	29.75	
101.0000.21.542.70.47.001			7/15/2014	26996-75739 PW 7/15	PWST 0 PAC HWY IRRIG 5/7-7/9/1	174.64	
101.0000.21.542.70.47.001			7/15/2014	26997-75739 PW 7/15	PWST 0 PAC HWY IRRIG 5/7-7/9/1	345.30	
101.0000.21.542.70.47.001			7/17/2014	26572-75739 PW 7/17	PWST 10000 GLD/NYANZA 5/6-7/11	1,187.47	
101.0000.21.542.70.47.001			7/10/2014	11045-75739 PW 7/10	PWST ARDMORE/STEIL 5/1-7/2/14	32.09	
101.0000.21.542.70.47.001			7/10/2014	11046-75739 PW 7/10	PWST STEIL/ARDMORE 5/1-7/2/14	29.75	
101.0000.21.542.70.47.001			7/10/2014	11047-75739 PW 7/10	PWST MEADOW/ARDMORE 5/1-7/2/14	33.86	
001.0000.11.576.80.47.001			7/8/2014	25954-75741 7/08/14	PKFC 8825 25TH AV 4/29-6/30/14	40.69	
001.0000.11.576.80.47.001			7/8/2014	25955-75741 7/08/14	PKFC 8823 25TH AV 4/29-6/30/14	29.75	
001.0000.11.576.80.47.001			7/8/2014	25956-75741 7/08/14	PKFC 8807 25TH AV 4/29-6/30/14	32.09	
001.0000.11.576.80.47.001			7/8/2014	26121-75741 7/08/14	PKFC WARDS LK RSTRM 4/29-7/1/14	32.09	
101.0000.21.542.70.47.001			7/8/2014	26351-75739 PW 7/8	PWST 5115 100TH ST 4/29-6/30/14	41.82	
001.0000.98.521.50.47.001			7/8/2014	26834-75740 PW 7/8	PWST 9401 LKWD DR 4/29-6/30/14	116.76	
001.0000.11.576.80.47.001			7/8/2014	26980-75741 7/08/14	PKFC WARDS LK 4/29-7/1/14	68.48	
76512	7/23/2014	004680		LANGUAGE LINE SERVICES,			\$21.35
001.0000.02.512.51.49.009			6/30/2014	3403091	MC 06/14 INTERPRETER FEES	21.35	
76513	7/23/2014	010988		LARSON POWERSPORTS NW,			\$24,919.22

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
182.0000	20.594.21.64.010		7/15/2014	SEA-DOO	PD YDV32128D414 20014 GTX SEA-	12,459.61	
195.0000	20.594.21.64.010		7/15/2014	SEA-DOO	PD YDV32102D414 2014 GTX SEA-D	12,459.61	
76514	7/23/2014	000309		LES SCHWAB TIRE CENTER,			\$988.81
101.0000	21.544.90.48.005		7/8/2014	30500198373	PWST CV#2121503 REPLACE TIRE	286.71	
001.0000	07.558.50.48.005		6/3/2014	30500191909	CDCE CV#0760007 TIRES	702.10	
76515	7/23/2014	010474		LEWIS COUNTY CHEMICAL,			\$595.13
001.0000	11.576.81.31.001		6/25/2014	087000	PKFC CLEANER/SANITIZER	595.13	
76516	7/23/2014	010712		LINDQUIST DENTAL CLINIC,			\$3,329.05
001.0000	11.565.10.41.020		7/7/2014	20130409	PKHS 2ND QTR, 2014 DENTAL VISI	3,329.05	
76517	7/23/2014	009435		MANAGER PLUS SOLUTIONS LLC,			\$895.20
001.0000	99.518.40.41.001		6/13/2014	253-830-50008/312014	MANAGERPLUS SOFTWARE 9/1/14-8/	895.20	
76518	7/23/2014	010990		MAX CONSTRUCTION,			\$481.13
001.233.10			7/22/2014	Ref000132902	CD CANCEL BP-1400604: NOT FEAS	481.13	
76519	7/23/2014	009430		MCCLENDON, ANESSA			\$237.60
001.0000	11.569.50.41.001		7/21/2014	6/16-7/14/14	PKSR 6/16-7/14/14 INSTRUCTOR F	237.60	
76520	7/23/2014	000333		MICROFLEX INC,			\$95.45
001.0000	04.514.20.41.001		7/16/2014	21924	FN TAX AUDIT PROGRAM	95.45	
76521	7/23/2014	009940		MILES SAND & GRAVEL CO INC,			\$658.81
180.0000	19.594.21.64.005		7/1/2014	965653	PD P1802 READER BOARD	658.81	
76522	7/23/2014	009755		NEATHERY, DAVID			\$489.00
001.0000	02.512.51.49.009		6/30/2014	2ND QTR 2014	MC 2Q/14 INTERPRETER SVCS	489.00	
76523	7/23/2014	010743		NISQUALLY PUBLIC SAFETY,			\$3,042.63
001.0000	15.521.10.51.006		7/2/2014	1806	PD MARCH, 2014 PRISONER MEDICA	886.21	
001.0000	15.521.10.51.006		7/2/2014	1812	PD APRIL, 2014 PRISONER MEDICA	2,156.42	
76524	7/23/2014	000376		OFFICE DEPOT,			\$137.31
001.0000	04.518.80.31.001		7/14/2014	1694768367	IT SUPPLIES	76.57	
001.0000	15.521.10.31.001		6/27/2014	718184278001	PD SUPPLIES	51.56	
001.0000	15.521.10.31.001		6/27/2014	718184361001	PD SUPPLIES	9.18	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76525	7/23/2014	000405		PCCFOA,			\$105.00
101.0000.21.543.30.49.003			7/18/2014	09/17/14 AGUON	PWST AGUON 9/17/14 PCCFOA TRAI	35.00	
001.0000.06.515.30.49.003			7/18/2014	09/17/14 BAGLEY	LG BAGLEY 9/17/14 PCCFOA TRAIN	35.00	
001.0000.06.515.30.49.003			7/18/2014	09/17/14 BUSH	LG BUSH 9/17/14 PCCFOA TRAININ	35.00	
76526	7/23/2014	000420		PIERCE TRANSIT,			\$500.00
195.0000.04.521.30.45.004			7/10/2014	AUGUST, 2014	PD AUGUST, 2014 RENT/UTILITIES	500.00	
76527	7/23/2014	010064		PINTO, MICHELLE			\$600.00
001.0000.02.512.51.49.009			6/25/2014	06/14	MC 06/14 INTERPRETER SVCS	600.00	
76528	7/23/2014	010429		PMAM CORPORATION,			\$4,484.01
001.0000.15.521.10.41.015			7/18/2014	20111956	PD JUNE, 2014 ALARM FEES	4,484.01	
76529	7/23/2014	000445		PUGET SOUND ENERGY,			\$23,514.63
001.0000.11.576.80.47.005			7/7/2014	300000000129 6/14	PKFC 5/31-6/30/14 11500 MILIT	84.34	
101.0000.21.542.63.47.006			7/7/2014	300000007165 PW	PWST N OF 112 TO 104 6/3-7/1/1	23,066.67	
001.0000.11.576.80.47.005			7/7/2014	300000010268 6/14	PKFC 5/31-6/30/14 WOODLAWN SVC	133.17	
001.0000.11.576.80.47.005			7/1/2014	200001526637 6/14	PKFC 5/31-6/30/14 9222 VETERAN	46.05	
001.0000.11.576.80.47.005			7/1/2014	200004973653 6/14	PKFC 5/31-6/30/14 WOODLAWN SVC	142.62	
101.0000.21.542.63.47.006			7/1/2014	200006381095 PW	PWST 7819 150TH ST 06/14	41.78	
76530	7/23/2014	010478		RICOH USA INC,			\$156.01
001.0000.15.521.10.45.002			7/26/2014	92734108	PD 6/26-7/25/14 C86042451 COPI	156.01	
76531	7/23/2014	010757		SAIBEL, CHARLIE			\$275.00
001.0000.11.571.20.41.001			7/21/2014	7/29/14	PKFC 7/29/14 FARMER'S MARKET P	275.00	
76532	7/23/2014	010348		SME SOLUTIONS, LLC,			\$459.82
001.0000.11.576.80.41.001			6/23/2014	166938	PKFC FT STEILACOOM PK UNIHOSE	459.82	
76533	7/23/2014	010457		SMITH, STAFFORD L			\$447.45
001.0000.07.558.60.41.001			6/30/2014	06/30/14	CDPL 06/14 HEARING EXAMINER SV	447.45	
76534	7/23/2014	010985		SONG, BYUNG			\$297.04
001.0000.02.512.51.49.009			7/8/2014	07/08/14	MC 07/08/14 INTERPRETER SVCS	297.04	
76535	7/23/2014	000517		STATE AUDITOR'S OFFICE,			\$16,401.93

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.04.514.20.51.048			7/11/2014	L103920	FN 06/14 AUDIT SERVICES	16,401.93	
76536	7/23/2014	002994		STERLING REFERENCE LABORATORIE,			\$1,527.30
001.0000.02.523.30.41.001			7/7/2014	F42210-71	MC UA FEES	215.80	
001.0000.02.523.30.41.001			6/30/2014	F42210-70	MC UA FEES	1,311.50	
76537	7/23/2014	002153		THE RESCUE MISSION,			\$5,000.00
001.0000.11.565.10.41.020			7/23/2014	0614	PKHS 2ND QTR, 2014 FAMILY SHEL	5,000.00	
76538	7/23/2014	010971		TINDALE-OLIVER & ASSOC. INC.,			\$11,393.33
001.0000.07.558.60.41.001			6/30/2014	5160	CDPL LKWD VISION PLAN 06/01-06	11,393.33	
76539	7/23/2014	000565		UNITED WAY OF PIERCE COUNTY,			\$403.69
001.0000.11.565.10.41.020			7/7/2014	201403ECFINAL	PKHS JULY, 2014 EC IMPACT SUBS	403.69	
76540	7/23/2014	007712		US BANK - COVINGTON BRANCH,			\$76.00
001.0000.04.514.20.41.001			6/30/2014	2ND QTR 2014	FN END QTR 2014 CUSTODY CHARGE	76.00	
76541	7/23/2014	001255		US POSTMASTER,			\$220.00
001.0000.99.518.40.31.017			7/20/2014	07/20/14	BULK MAIL PERMIT #1119 RENEWAL	220.00	
76542	7/23/2014	009856		UTILITIES UNDERGROUND LOCATION,			\$87.72
101.0000.21.544.90.41.001			6/30/2014	4060150	PWST 06/14 EXCAVATION NOTIFICA	87.72	
76543	7/23/2014	002509		VERIZON WIRELESS,			\$637.90
001.0000.11.576.80.42.001			6/16/2014	9727025321	PKFC 5/17-6/16/14 SVCS	585.20	
190.0000.52.559.31.42.001			7/2/2014	1305846762	CDBG PHONE SERVICE 06/03-07/02	52.70	
76544	7/23/2014	010905		WAI, DOREEN			\$142.40
001.0000.02.512.51.49.009			6/26/2014	0020	MC 06/26/14 INTERPRETER SVCS	142.40	
76545	7/23/2014	004622		WAPATO POLICE DEPARTMENT,			\$129.26
001.0000.15.521.10.51.006			6/27/2014	P3-JC14	PD JUNE, 2014 PRISONER PRESCRI	129.26	
76546	7/23/2014	008826		WASHINGTON WOMEN'S EMPLOYMENT,			\$1,875.00
001.0000.11.565.10.41.020			7/10/2014	1/1-6/30/14	PKHS 1/1-6/30/14 REACH PLUS	1,875.00	
76547	7/23/2014	004697		WHISTLE WORKWEAR OF TACOMA,			\$54.19
101.0000.21.544.90.31.010			6/23/2014	58750	PWST SAFETY VEST FOR	54.19	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
76548	7/23/2014	001882		YWCA PIERCE COUNTY,			\$3,165.02
001.0000.11.565.10.41.020			7/10/2014	2ND QTR, 2014	PKHS 2ND QTR, 2014 LEGAL SVCS	2,208.10	
001.0000.11.565.10.41.020			7/23/2014	2ND QTR, 2014	PKHS 2ND QTR, 2014 DV SHELTER	956.92	
# of Checks Issued	302						
Total	\$ 1,278,890.30						

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: August 4, 2014 REVIEW: July 28, 2014 PUBLIC HEARING: November 9, 2011, (by PAB)	TITLE: Adoption of Shoreline Master Program Update ATTACHMENTS: Draft Ordinance; Draft Shoreline Master Program.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 590 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
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SUBMITTED BY: Dan Catron AICP, Principal Planner

THROUGH: Dave Bugher, Assistant City Manager/ Community Development Director

RECOMMENDATION: Staff is recommending that the Council adopt an Ordinance approving the draft shoreline master program, including associated amendments to regulatory ordinances of the city, and incorporating both the required and recommended changes identified by the Department of Ecology in their approval of the shoreline master program dated May 20, 2014.

DISCUSSION: On May 20, 2013, the City Council adopted a Resolution of Intent to adopt the draft SMP, and forwarded the updates to the WA State Department of Ecology (DOE). The DOE has final authority over the adoption of local shoreline programs per RCW 90.58.090.

On May 6, 2014, the Department of Ecology responded to the City of Lakewood with lists of both required changes and recommended changes to the draft SMP.

Staff has reviewed the required and recommended changes and has incorporated them into the final proposed SMP. Most of the changes are clerical in nature- clarifying language, correcting references and/or providing internal consistency to the code. (Continued on Page 2).

ALTERNATIVE(S): The update document has been developed in close consultation with the Department of Ecology. Any substantive changes at this point may result in additional issues or objections being raised by DOE.

FISCAL IMPACT: Adoption of the SMP will not result in any specific fiscal impact to the City. There is expected to be some savings to the City from not having to send all shoreline permit applications to the hearing examiner.

_____ Prepared by _____ Department Director	 _____ City Manager Review
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DISCUSSION (Continued): At the July 28th study session, a question was raised asking why the DOE wanted the phrase “and by manmade processes, such as boat wakes” removed from the text regarding prohibition of new development that would require new structural shoreline stabilization (required Change # EEE). The objection to the language stems from WAC 173-26-231 (3)(a)(i) and (3)(a)(iii)(B)(II) which address shoreline stabilization. The WAC provides that new structural stabilization should be allowed only when necessary to protect the development from damage due to erosion from natural processes, as demonstrated through a geotechnical report. WAC Section 173-26-231 (3)(a)(iii)(B)(II) states that: “The damage must be caused by natural processes, such as tidal action, currents, and waves.”

Also, it is noted that Staff has contacted representatives from the American Lake, Gravelly Lake, and Lake Steilacoom homeowners associations, and have advised them of the anticipated Council action. Staff sent an email with reference information to Messrs Ed Brooks, Dan Durr, Larry Else, Kris Kaufman, and Don Russell.

ORDINANCE NO. 590

AN ORDINANCE of the City Council of the City of Lakewood, Washington, adopting a Shoreline Master Program; amending Sections 14A.142.040 and 18A.02.502 Lakewood Municipal Code (LMC); repealing Chapters 14.06, 14.10, 14.14, 14.18, 14.22, 14.26, 14.30, 14.34, 14.38, 14.42, 14.46, 14.50, 14.54, 14.58, 14.62, 14.66, 14.70, 14.74, 14.78, 14.82, 14.86, 14.90, 14.94, 14.98, 14.102, 14.106, 14.110, 14.114, 14.118, 14.122, 14.126, 14.130 and 14.134 LMC; and repealing Sections 18A.40.200 through 18A.40.260 LMC

WHEREAS, the Washington Shoreline Management Act (RCW 90.58, referred to herein as “SMA”) recognizes that shorelines are among the most valuable and fragile resources of the state, and that state and local government must establish a coordinated planning program to address the types and effects of development occurring along shorelines of state-wide significance; and

WHEREAS, although the City of Lakewood adopted interim Shoreline Use Regulations on February 12, 1996, it has never adopted a Shoreline Master Program in accordance with the procedures of WAC 173-26; and,

WHEREAS, on April 23, 1997, the Washington State Department of Ecology notified the City that until the City of Lakewood formally adopts a Shoreline Master Program in accordance with WAC 173-26, the pre-existing shoreline regulations adopted by Pierce County would remain in effect per WAC 173-26-160; and

WHEREAS, the City is required to develop a Shoreline Master Program pursuant to the SMA and WAC 173-26; and,

WHEREAS, in 2009 the City entered into Grant Agreement #G1000045 with the Department of Ecology to update its shoreline master program; and,

WHEREAS, the City of Lakewood retained the firm of AHBL Consultants to develop the draft SMP and guide it through the adoption process; and,

WHEREAS, there was extensive public participation with respect to updating the City’s Shoreline Master Program, including but not limited to the following: holding public forums and open houses, meeting with property owners and forming citizen involvement committees to review and recommend amendments to the designations, policies and regulations of the Shoreline Master Program consistent with the Shoreline Management Act, including at least ten public meetings before the Planning Advisory Board and a formally noticed public hearing on November 9, 2011; and,

WHEREAS, on February 1, 2012, the Planning Advisory Board adopted PAB Resolution 2012-01, recommending that the City Council adopt the proposed updated Shoreline Master Program; and,

WHEREAS, on July 11, 2013, a Determination of Non-Significance was issued consistent with the State Environmental Policy Act (RCW 43.21C), and a Notice of Issuance was published in the Tacoma News Tribune; and,

WHEREAS, on May 20, 2013, the Lakewood City Council adopted a Resolution of Intent to adopt the draft SMP and forwarded the approved draft to the Department of Ecology; and,

WHEREAS on May 6, 2014, the Department of Ecology responded to the City of Lakewood, approving the updated Shoreline Master Program, subject to certain required and recommended changes; and,

WHEREAS, on June 18, 2014, the Planning Advisory Board reviewed the required and recommended changes from DOE and recommended approval of the amended SMP; and,

WHEREAS, July 28, 2014, the City Council considered and accepted Ecology's required and recommended amendments; and

WHEREAS chapters 14.06 through 14.134 LMC currently compose the City's interim regulations, which will be superseded by the adoption of the Shoreline Master Program;

WHEREAS Sections 18A.40.200 through .260 LMC pertain to the Riparian Overlay (RO) zone and can be deleted in their entirety based on the finding that adequate and appropriate provisions for the preservation and protection of the functions of creeks and streams are provided through the City's critical areas regulations (Lakewood Municipal Code Section 14A.142 et seq.) and the City's Shoreline Master Program as herein amended.

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

Section 1. The City Council hereby adopts the City of Lakewood Shoreline Master Program ("SMP") dated May 6, 2014, which incorporates the required and recommended changes noted by the Department of Ecology, a copy of which is attached to this ordinance as an exhibit and incorporated herein by this reference. A copy of said plan shall be on file in the office of the City Clerk for public use and copies of this ordinance, together with copies of the Shoreline Master Plan, shall be distributed and filed as required by law. In the event of a conflict between the SMP, and any provision of Title 14 or 14A of the Lakewood Municipal Code, the SMP shall control.

Section 2. That Section 14A.142.040 of the Lakewood Municipal Code, entitled “Applicability and Mapping” be amended to read as follows:

A. Applicability.

This Title shall apply to all lands, land uses and development activity in the City which are designated as Critical Areas or Natural Resource Lands by the City, including wetlands. Properties containing critical areas or natural resource lands are subject to this Title. When the requirements of this Title are more stringent than those of other City codes and regulations, the requirements of this Title shall apply.

Where a site contains two or more critical areas, the site shall meet the minimum standards and requirements for each identified critical area as set forth in this Title.

Critical areas on lands subject to the Washington State Shoreline Management Act (SMA) and regulated by the City’s shoreline management regulations shall be regulated under the shoreline provisions and are not subject to the procedural and substantive requirements of this Title. Nothing in this section, however, is intended to limit or change the quality of information to be applied in protecting critical areas within shorelines of the state. Shorelines of the state shall not be considered critical areas under this Title except to the extent that specific areas located within such shorelines qualify for critical area designation based on the definition of critical areas provided by RCW 36.70A.030(5) and have been designated as such by the City’s critical areas regulations.

If the City's shoreline regulations do not include land necessary for buffers for critical areas that occur within shoreline areas, then the City shall continue to regulate those critical areas and their required buffers pursuant to this Title.

B. Mapping.

Maps may be developed and maintained by the City which show the general location of critical areas for informational purposes. The actual presence of critical areas and the applicability of these regulations shall be determined by the classification criteria established for each critical area.

Section 3. That Section 18A.02.502 of the Lakewood Municipal Code, entitled “Process Types - Permits” be amended to read as follows:

Permit Process Types. Permit applications for review pursuant to this section shall be classified as a Process I, Process II, Process III, or Process IV action. Process V actions are legislative in nature. Permit applications and decisions are categorized by process type as set forth in Table 3. The differences between the processes are generally associated with the different nature of the decisions and the decision-making body as described below.

TABLE 3: APPLICATION PROCESSING PROCEDURES

	Process I Administrative Action	Process II Administrative Action	Process III Hearing Action	Process IV Hearing Action	Process V Legislative Action
Permits	Zoning certification; Building permit; Design Review; Sign permit; Temporary Sign permit; Accessory Living Quarters; Limited Home Occupation; Temporary Use; Manufactured or Mobile Home permit; Boundary Line Adjustments; Minor modification of Process II and III permits; Final Site Certification; Certificate of Occupancy; ***Sexually Oriented Business extensions	Administrative Uses; Short Plat; SEPA; Home Occupation; Administrative Variance; Binding Site Plans, Minor Plat Amendment, Major modification of Process II permits; <u>Shoreline Conditional Use</u> ; <u>Shoreline Variance</u> ; <u>Shoreline Substantial Development Permits</u> ;	Conditional Use; Major Variance; Preliminary Plat; Major Plat Amendment; Major modification of Process III permits: Shoreline Conditional Use; Shoreline Variance; Shoreline Substantial Development Permit <u>when referred by the Shoreline Administrator</u> ; Public Facilities Master Plan	Zoning Map Amendments; Site-specific Comprehensive Plan map amendments; Specific Comprehensive Plan text amendments; Shoreline Redesignation, **Final Plat** ; **Development Agreement** **No hearing required or recommendation made by Planning Advisory Board**	Generalized or comprehensive ordinance text amendments; Area-wide map amendments; Annexation; Adoption of new planning-related ordinances;
Impacts	Minimal or no effect on others, so issuance of permit is not dependent on others	Application of the standards may require some knowledge of impacts and effect upon others	Potential significant effect on some persons or broad impact on a number of persons	Potential significant effect on some persons or broad impact on a number of persons	Potential significant effect on some persons or broad impact on a number of persons
Notice & Comment	Participation of applicant only	Nearby property owners invited to comment on an application	In addition to applicant, others affected invited to present initial information	In addition to applicant, others affected invited to present initial information	Anyone invited to present information
Recommendation	NA	NA	Community Development Department Staff	Planning Advisory Board, except for Final Plat and Development Agreement as noted ** above	Planning Advisory Board
Decision-Making Body	Community Development Director	Community Development Director	Hearing Examiner	City Council	City Council
Appeal	Hearing Examiner	Hearing Examiner	Superior Court	Superior Court	Superior Court

	Community Development Director's decision on permits noted *** above is appealable to Superior Court.				
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Section 4. Chapters 14.06, 14.10, 14.14, 14.18, 14.22, 14.26, 14.30, 14.34, 14.38, 14.42, 14.46, 14.50, 14.54, 14.58, 14.62, 14.66, 14.70, 14.74, 14.78, 14.82, 14.86, 14.90, 14.94, 14.98, 14.102, 14.106, 14.110, 14.114, 14.118, 14.122, 14.126, 14.130 and 14.134 of the Lakewood Municipal Code, and each Section contained therein, regarding Shoreline Use Regulations, be repealed in their entirety;

Section 5. Sections 18A.40.200, 18A.40.210, 18A.40.220, 18A.40.230, 18A.40.240, 18A.40.250 and 18A.40.260 of the Lakewood Municipal Code are repealed in their entirety.

Section 6. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. This ordinance shall take effect fourteen days following the date of a letter to the City of Lakewood from the Washington State Department of Ecology approving the SMP adopted by this ordinance.

ADOPTED by the City Council this 4th day of August, 2014.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi A. Wachter City Attorney

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

(Legal Notice)

August 5, 2014.

**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 4th day of August, 2014.

ORDINANCE NO. 590

AN ORDINANCE of the City Council of the City of Lakewood, Washington, adopting a Shoreline Master Program; amending Sections 14A.142.040 and 18A.02.502 Lakewood Municipal Code (LMC); repealing Chapters 14.06, 14.10, 14.14, 14.18, 14.22, 14.26, 14.30, 14.34, 14.38, 14.42, 14.46, 14.50, 14.54, 14.58, 14.62, 14.66, 14.70, 14.74, 14.78, 14.82, 14.86, 14.90, 14.94, 14.98, 14.102, 14.106, 14.110, 14.114, 14.118, 14.122, 14.126, 14.130 and 14.134 LMC; and repealing Sections 18A.40.200 through 18A.40.260 LMC.

Section 1 of the Ordinance provides for adopting the City of Lakewood Shoreline Master Program (“SMP”) dated May 6, 2014, which incorporates the required and recommended changes noted by the Department of Ecology, a copy of which is attached to this ordinance as an exhibit and incorporated herein by this reference. A copy of said plan shall be on file in the office of the City Clerk for public use and copies of this ordinance, together with copies of the Shoreline Master Plan, shall be distributed and filed as required by law. In the event of a conflict between the SMP, and any provision of Title 14 or 14A of the Lakewood Municipal Code, the SMP shall control.

Section 2 of the Ordinance provides for amending Section 14A.142.040 of the Lakewood Municipal Code, entitled “Applicability and Mapping.”

Section 3 of the Ordinance provides for amending Section 18A.02.502 of the Lakewood Municipal Code, entitled “Process Types – Permits.”

Section 4 of the Ordinance provides for repealing Chapters 14.06, 14.10, 14.14, 14.18, 14.22, 14.26, 14.30, 14.34, 14.38, 14.42, 14.46, 14.50, 14.54, 14.58, 14.62, 14.66, 14.70, 14.74, 14.78, 14.82, 14.86, 14.90, 14.94, 14.98, 14.102, 14.106, 14.110, 14.114, 14.118, 14.122, 14.126, 14.130 and 14.134 of the Lakewood Municipal Code, and each Section contained therein, regarding Shoreline Use Regulations, in their entirety.

Section 5 of the Ordinance provides repealing Sections 18A.40.200, 18A.40.210, 18A.40.220, 18A.40.230, 18A.40.240, 18A.40.250 and 18A.40.260 of the Lakewood Municipal Code in their entirety.

Section 6 of the Ordinance provides that if any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 7 of the Ordinance provides that this Ordinance shall take effect fourteen days following the date of a letter to the City of Lakewood from the Washington State Department of Ecology approving the SMP adopted by this ordinance.

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: August 4, 2014	TITLE: Amendments to the Chapter 17 of the Lakewood Municipal Code Regarding Subdivisions.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 591 <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
REVIEW: July 28, 2014	ATTACHMENTS: Draft Ordinance	
PUBLIC HEARING: May 21, 2014, (by PAB)		

SUBMITTED BY: Dan Catron AICP, Principal Planner

THROUGH: Dave Bugher, Assistant City Manager/ Community Development Director

RECOMMENDATION: The Community Development Department and the Planning Advisory Board are recommending amendment and update of the City’s subdivision regulations as described in Planning Advisory Board Resolution 2014-02.

DISCUSSION: The City’s subdivision regulations have not been substantially amended since they were first adopted at the time of incorporation in 1996. The Community Development Department is proposing a full update of the subdivision regulations, which include:

- Clarification of procedures for the review and approval of short plats, preliminary plats, and binding site plans;
- Provide a definition of “legal lot of record” and provide procedures to address whether a lot was legally created, including the issuance of Certificates of Land Division Compliance;
- Clarification of time periods and limitations for review of subdivision applications;
- Clarification of the appeal processes for subdivision applications;
- Provide specific provisions for the review and approval of final plats;
- Clarify provisions for boundary line adjustments and lot mergers.

ALTERNATIVE(S): The Council could choose not to adopt the proposed amendments, or could choose to modify the proposed amendments.

FISCAL IMPACT: Adoption of the proposed amendments will not result in any specific fiscal impact to the City.

_____ Prepared by Dan Catron _____ Department Director	 _____ City Manager Review
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PUBLIC NOTICE AND HEARING:

The Planning Advisory Board held a public hearing on these proposed amendments on May 7 and May 21, 2014. Mr. Jerimiah LaFranca representing the Pierce County Master Builder's Association stated that his organization supported the proposed update. No one spoke in opposition. Public notice of the May 7th hearing was published in *The News Tribune* on April 17, 2014.

SEPA REVIEW:

A Determination of Non-Significance (DNS) for the proposed amendments was adopted on March 20, 2014, indicating that the proposed amendments are not expected to have any significant impact on the environment. A Notice of Issuance was published in *The News Tribune* the same day. A 14-day comment period through April 4, 2014, was provided. No comments regarding environmental impacts were received. The final SEPA determination for legislative actions, such as the proposed amendments, is considered conclusive and is not subject to appeal.

ORDINANCE NO. 591

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Chapters 17.02, 17.06, 17.10, 17.14, 17.18, 17.22, 17.30, 17.34, 17.38, 17.42 and creating Chapters 17.04 and 17.16 of the Lakewood Municipal Code relative to the Subdivision of Land.

WHEREAS, the City of Lakewood initially promulgated its subdivision code within Title 17 LMC in 1996; and

WHEREAS the provisions of Title 17 LMC are designed to implement and effectuate many of the provisions within the corresponding state subdivision code found within chapter 58.17 RCW; and

WHEREAS, since 1996 multiple amendments have been enacted into law affecting chapter 58.17 RCW, but the Lakewood Municipal Code has not been significantly updated to correspond to those changes; and

WHEREAS, the City of Lakewood Planning Advisory Board reviewed the City's subdivision code, holding public hearings on May 7 and May 21, 2014 and unanimously recommended to the City Council that Title 17 Lakewood Municipal Code be updated and revised,

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

Section 1: Section 17.2.010 LMC entitled "City of Lakewood Interim Subdivision Regulations," is amended to read as follows:

| This title shall be known as the City of Lakewood ~~Interim~~-Subdivision Regulations, hereafter referred to as "this Title."

Section 2: Section 17.2.015 LMC entitled "Authority," is amended to read as follows:

| This Title is adopted ~~by the City of Lakewood Ordinance No. 60,~~ pursuant to Chapter 58.17 of the Revised Code of Washington (RCW).

Section 3: Section 17.2.020 LMC entitled "Purpose," is amended to read as follows:

The intent of this section is to provide criteria, regulations and standards to govern the subdividing of land within the City and to:

- A. Promote the public health, safety and general welfare in accordance with standards established by the State and the City;
- B. To implement the Comprehensive Plan;
- C. Promote effective use of land by preventing the overcrowding or scattered development which would injure health, safety or the general welfare due to the lack of water supplies, sanitary sewer, drainage, transportation, parks and recreation areas, or other public services, or excessive expenditure of public funds for such services;
- D. Avoid congestion and promote safe and convenient travel by the public on streets and highways through the coordination of streets within a subdivision with existing and planned streets;
- E. Provide for adequate light and air;
- F. Provide for proper ingress and egress;
- G. Provide for the housing and commercial needs of the community;
- H. Provide uniform monumenting of land divisions and conveyance of accurate legal descriptions; and
- I. Protect environmentally sensitive areas;
- J. Encourage the conservation of non-renewable energy resources.

K. Provide for adequate roadway and utility infrastructure with provisions for on-going maintenance and operations costs.

Section 4: Section 17.2.025 LMC entitled “Applicability,” is amended to read as follows:

Every subdivision shall comply with the provisions of Chapter 58.17 Revised Code of Washington, this Title and all future amendments or applicable Federal, State or local laws. After final plat, ~~or short plat,~~ or binding site plan approval, any subsequent division of platted or short platted lots, parcels, tracts, sites or divisions shall be allowed only if the procedures of this Title ~~or the short plat ordinance~~ are first followed, and these requirements shall be applicable to all plats approved prior to the effective date of this Title. ~~Except for the large lot division procedure specified herein,~~ The provisions of this Title shall not apply to the following:

- A. Cemeteries and other burial plots while used for that purpose;
- B. Divisions of land into lots or tracts each of which is one thirty-second (1/32) of a Section of land, or larger, or twenty (20) acres or larger if the land is not capable of

description as a fraction of a Section of land; PROVIDED, the division meets the minimum lot size zoning requirements for the area involved and provided further, that for the purpose of computing the size of any lot under this item which borders on a street or public way, the lot size shall be expanded to include that area which would be bounded by the center line of the street or public way and the side lot lines of the lot running perpendicular to such center line;

C. Divisions made by testamentary provisions or the laws of descent, provided that each lot shall meet all applicable minimum lot size requirements.

~~D. Divisions of land into lots or tracts classified for industrial or commercial use when the City has approved a binding site plan which authorizes specific uses of said land in accord with the Chapter 17.30 of this Code; PROVIDED, that when a binding site plan authorizes a sale or other transfer of ownership of a lot, parcel, or tract, the binding site plan shall be filed for record in the County Auditor's office on each lot, parcel, or tract created pursuant to the binding site plan; PROVIDED FURTHER, that the binding site plan and all of its requirements shall be legally enforceable on the purchaser or other person acquiring ownership of lot, parcel, or tract; AND PROVIDED FURTHER, that sale or transfer of such a lot, parcel, or tract in violation of the binding site plan, or without obtaining binding site plan approval, shall be considered a violation of Chapter 58.17 RCW and shall be restrained by injunctive action and be illegal as provided in Chapter 58.17 RCW;~~

~~E. A division for the purpose of lease when no residential structure other than mobile homes or travel trailers are permitted to be placed upon the land when the City has approved a binding site plan in accordance with City Codes.~~

~~D~~F. The transfer of contiguous unplatted lots if:

1. The lots were created in compliance with all applicable State and City subdivision regulations in effect at the time of the creation of said lots; or

2. The lots transferred and remaining lots are improved with dwellings. Provided that transfers pursuant to item 1. or 2. shall not be effective until the proponent is issued a certificate of compliance from the Community Development Department. A certificate shall be issued when the owner or applicant shows that the lot conforms to the criteria above.

~~E~~G. A division which is made by subjecting a portion of a parcel or tract of land to Chapter 64.32 RCW, the Horizontal Property Regimes Act (Condominiums), or 64.34 RCW (the Condominium Act) if the City has approved a binding site plan for all of such land.

~~F~~H. A division for the purpose of leasing land for facilities providing personal wireless services while used for that purpose. "Personal wireless services" means any federally licensed personal wireless service. "Facilities" means unstaffed facilities that are used for

the transmission or reception, or both, of wireless communication services including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters, and support structures.

Section 5: Section 17.2.030 LMC entitled “Division of Land by Streets or Rights of Way,” is amended to read as follows:

The City declares that the following shall not, of themselves, result in the division of a parcel: a parcel has NOT been divided into separate, legal lots by any one of the following:

- A. ~~Aa~~ State or Federal road or highway; or
- B. ~~Aa~~ City street that has been adopted as part of the City street system; or
- C. ~~Aa~~ City street right-of-way that has been acquired or accepted by the City but is an unopened City street as defined in Section 2.00 of the City Site Development Regulations, or as amended.

Section 6: Section 17.2.035 LMC entitled “Definitions,” is amended to read as follows:

As used in this Title, unless the context or subject matter clearly requires otherwise, the following words or phrases shall have the following meanings:

A. "Binding Site Plan." A Binding Site Plan is an alternative method for subdividing land where the property interests created continue to collectively function as one site with regard to elements such as access, circulation, open space, landscaping, drainage, maintenance, or parking. A binding site plan is used primarily in conjunction with commercial and industrial developments and the establishment of residential condominium projects. A binding site plan includes ~~means~~—a drawing to a scale as specified by the Community Development Department. The site plan shall:

1. Identify and show the area and location of all streets, improvements, utilities, open space;
2. Contain inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the City Hearing Examiner or other appropriate City Department or government body having authority to approve the site plan;
3. Contain provisions requiring that all development occurring within the proposal's boundaries be in conformity with the site plan.
4. Delineate proposed lots or units intended to be created as discrete

ownership interests subject to sale or transfer. If appropriate, such delineation shall be subject to the provisions of RCW 64.34 (the Condominium Act).

B. "Block" is a group of lots, tracts or parcels within well defined and fixed boundaries, often surrounded by roadways.

C. "Council" means the City Council.

D. "County Assessor-Treasurer" shall be as defined in the Pierce County Charter.

E. "County Auditor" shall be as defined in the Pierce County Charter.

F. "City Engineer" shall be the person appointed by the City Manager as the City Engineering Manager.

G. "Dedication" is the deliberate appropriation of land by an owner for any general ~~and~~ or public uses, reserving ~~to himself~~ no other rights than those such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. Dedications may be accomplished by showing the dedication on a final plat, short plat or binding site plan presented to the City for final approval and recordation. Dedications may also be accomplished via transfer by separate deed. Unless otherwise specifically indicated, title to the dedicated land shall vest in the appropriate governmental unit. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat or large lot subdivision showing the dedication thereon; and, the acceptance by the public shall be evidenced by the owner by the presentment for filing of a final plat, short plat or large lot subdivision showing the dedication thereon; and, the acceptance by the public shall be evidenced by the approval of such plat for filing by the appropriate governmental unit.

H. "Developer" shall mean the person, party, firm or corporation who applies for approval of a subdivision, short plat or ~~large lot subdivision~~ binding site plan.

I. "Examiner" means the land use hearing examiner who is herein authorized to approve subdivisions, and hear appeals on short subdivisions and ~~large lot divisions~~ binding site plans.

J. "Final Plat" is the final drawing of the subdivision and dedication drawn to a scale not smaller than one inch equals one hundred feet (1" = 100') unless approval of another scale is given by the Community Development Director, on standard 18" x 24" sheet size, prepared for filing for record with the County Auditor and containing all elements and requirements set forth in State law and in this Title.

K. "Geological Hazard" means any hazard caused by natural or artificial causes which may damage persons or property and which would include but not be limited to slides, slippage or instability of earth, rock and soil. Geological hazards are generally addressed in the City's Critical Areas and Resource Lands regulations (LMC Title 14A).

L. "Improvement" shall mean any thing or structure constructed for the benefit of all or some residents of the subdivision or the general public such as but not limited to streets, alleys, storm drainage systems and ditches, sanitary sewer pipes or main lines, water lines, services, and mains, and storm drainage containment facilities.

M. ~~"Large Lot Divisions" means any number of divisions of land into lots, tracts or parcels for any purpose, the smallest lot size of which is five (5) acres or larger or one one hundred twenty eighth (1/128) of a Section or larger, except those divisions exempted by Section 17.02.010 of this Code.~~ "Legal Lot of Record" means a legally created lot. A person may establish that a lot has been legally created, by providing one (1) of the following:

1. A copy of a recorded formal plat, short plat, binding site plan, or subdivision approved by Pierce County or the City of Lakewood pursuant to RCW 58.17 or RCW 58.16 separately describing the lot.

2. A copy of the recorded boundary line adjustment or lot combination approved by Pierce County or the City of Lakewood separately describing the lot.

3. Documentation that the creation of the lot was exempt from the provisions of the Pierce County or City of Lakewood Subdivision Regulations.

4. A recorded deed, contract of sale, mortgage, survey, or tax segregation executed prior to August 13, 1974 that separately describes the lot.

The most recent recorded action or instrument establishing the boundary of a lot shall control. Any point within the interior of a lot shall be considered to be within one, and only one, legal lot of record.

N. ~~"Lot" is a fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area. The term shall include tracts or parcels, recognized unit of property with a written or platted legal description that addresses permissions or constraints upon its development. A "legal lot of record" is a lot that has been legally created as demonstrated by compliance with LMC 18A.50.115.A. Alternatively, a legal lot of record may be established through the Certificate of Land Division Compliance provisions of this title. A "parcel" is an identification of land for taxation purposes. A parcel may or may not be a legal lot of record.~~

O. "Model Home." A model home for the purpose of this Code shall be defined as a dwelling in accordance with the City Zoning Code.

P. "Original Tract" means a unit of land which the applicant holds under single or unified ownership, or in which the applicant holds controlling ownership and the

configuration of which may be determined by the fact that all land abutting said tract is separately owned by others, not including the applicant or applicants; PROVIDED, that where a husband and wife own contiguous lots in separate or community ownership, said contiguous lots shall constitute the original tract.

Q. "Planning Agency" means the City Community Development Department together with the Planning Commission.

R. "Planning Commission" means that body as defined in Chapter 35A.63 RCW as designated by the Council to perform a planning function, or if the Council does not appoint a Planning Commission, the Council shall act as the Planning Commission.

S. "Plat" is a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions and dedications.

T. "Preliminary Plat" is a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks and restrictive covenants to be applicable to the subdivision which shall furnish a basis for the approval or disapproval of the general layout of a subdivision.

U. "Reserved Street Area" means a defined area of land within the short plat or subdivision which is required by the City Engineering Manager to be reserved for a future street, and said area shall be dedicated to the City at the time of approval, but the street need not be constructed by the applicant or developer until such time as stated in the ordinance. Setbacks shall be established as if the reserved street area were dedicated.

V. "Short Plat" is the map or representation of a short subdivision.

W. "Short Subdivision" is any ~~voluntary or involuntary~~ division or redivision of land into nine (9) or fewer lots, tracts, parcels, sites or subdivisions for the purpose of sale, lease or transfer of ownership.

X. "Subdivision" is any ~~voluntary or involuntary~~ division or redivision of land into ten (10) or more lots, tracts, parcels, sites or division for the purpose of sale, lease, or transfer of ownership except as provided in Subsection M. of this Section.

Section 7: A new Section 17.2.040 LMC entitled "Subdivisions in Flood Areas," is created to read as follows:

The city shall consider the physical characteristics of any proposed subdivision site and may disapprove a proposed plat or short plat because of flood, inundation, or wetland conditions. Construction of protective improvements may be required as a condition of approval, and such improvements shall be noted on the final plat.

No plat shall be approved for the subdivision of any land situated in a flood control zone as provided in chapter 86.16 RCW without the prior written approval of the Department of Ecology of the state of Washington.

Section 8: A new Section 17.2.045 LMC entitled “Subdivisions Adjacent to State Highways,” is created to read as follows:

Pursuant to RCW 58.17.155, whenever the city receives an application for the approval of a plat or short plat that is located adjacent to the right-of-way of a state highway, the Community Development Department shall give written notice of the application, including a legal description of the subdivision or short subdivision and a location map, to the Washington State Department of Transportation. The Department of Transportation shall, within fourteen days after receiving the notice, submit to the responsible administrator who furnished the notice a statement with any information that the Department of Transportation deems to be relevant about the effect of the proposed short subdivision upon the legal access to the state highway, the traffic carrying capacity of the state highway and the safety of the users of the state highway.

Section 9: A new Chapter 17.04 LMC entitled “Legal Lots,” is created as follows

Chapter 17.04
Legal Lots

Sections:

17.04.10 Purpose and Intent

17.04.20 Definition

17.04.30 Certificate of Land Division Compliance

17.04.40 Application

17.04.50 Review and Processing Procedures

17.04.60 Certificate of Noncompliance

17.04.70 Non-buildable Lots

Section 10: A new Section 17.04.010 LMC entitled “Purpose and Intent,” is created to read as follows:

The purpose of this chapter is to advance the purposes and intent of RCW 58.17; namely, to “regulate the subdivision of land and to promote the public health, safety and general welfare in accordance with standards established by the state to prevent the overcrowding of land; to lessen congestion in the streets and highways; to promote effective use of land; to promote safe and convenient travel by the public on streets and highways; to provide for adequate light and air; to facilitate adequate provision for water, sewerage, parks and recreation areas, sites for schools and schoolgrounds and other public requirements; to provide for proper ingress and egress; to provide for the expeditious review and approval of proposed subdivisions which conform to zoning standards and local plans and policies; to adequately provide for the housing and commercial needs of

the citizens of the state; and to require uniform monumenting of land subdivisions and conveyancing by accurate legal description.

This chapter seeks to ensure that the subdivision and development of land is accomplished in a thoughtful and orderly manner. This section seeks to balance the ability to develop private property with the public interest in ensuring that any such development does not adversely affect the community, the environment, or surrounding land uses.

Section 11: A new Section 17.04.020 LMC entitled “Definition,” is created to read as follows:

A legal lot is a lot with specific fixed boundaries which was created consistent with applicable state law and which remains consistent with applicable state law. LMC 18A.50.115.A sets forth requirements to establish a legal lot of record. To establish that a lot has been legally created, an applicant shall provide one (1) of the following:

A. A copy of a recorded formal plat, short plat, binding site plan, or subdivision approved by Pierce County or the City of Lakewood pursuant to RCW 58.17 or RCW 58.16 separately describing the lot.

B. A copy of the recorded boundary line adjustment or lot combination approved by Pierce County or the City of Lakewood separately describing the lot. This does not include actions taken by the County Assessor’s Office for tax purposes only.

C. Documentation that the creation of the lot was exempt from the provisions of the Pierce County or City of Lakewood Subdivision Regulations.

D. A deed, contract of sale, mortgage, recorded survey, or tax segregation executed prior to August 13, 1974 that separately describes the lot.

Section 12: A new Section 17.04.030 LMC entitled “Certificate of Land Division Compliance,” is created to read as follows:

In the event that an asserted lot was not created pursuant to a formal plat action, or where there is a question of a lot’s legality, a property owner may apply for a Certificate of Land Division Compliance.

Although a certificate of compliance certifies the legality of the parcel, it neither ensures that it is a buildable parcel, nor entitles the parcel owner to a construction permit or other development permits or approvals. To obtain a construction permit or other land use approval for the parcel, the owner must complete the appropriate application process and meet all existing regulations.

If the City determines that the parcel was created in compliance with the provisions of RCW 58.17 and local ordinances at the time of its creation, a certificate of compliance

may be issued. If the parcel was not created in compliance with those provisions, a conditional certificate of compliance or a notice of violation may be issued. A Notice of Violation is a recorded document notifying the owner and subsequent owners that the parcel was created in violation of RCW 58.17 and local ordinances. A landowner, upon receipt of the city's intent to file a notice of violation may apply for a conditional certificate of compliance. The conditions which must be satisfied before a property is declared to be a legal lot, or before issuance of any permit or other approval, will typically be the same as those that would have been applied if the parcel had been legally created using the land division process. The city will not record the notice of violation if a conditional certificate is issued.

Section 13: A new Section 17.04.040 LMC entitled "Application," is created to read as follows:

Application for a certificate of compliance shall be made to the community development department on forms provided by the department, accompanied by the required filing fee. An application for a certificate of compliance shall be accompanied by the following:

A. One copy of grant deeds or other conveyance documents establishing the ownership of the property on the date of its creation;

B. One copy of the grant deed (s) or other conveyance documents showing the current owner of the parcel;

C. The assessor's parcel number for the property;

D. Legal description of the parcels;

E. Current preliminary title report(s) for the subject property, not more than six months old, issued by a title company;

F. One copy of any plat map(s) which depict the property involved in the request.

Section 14: A new Section 17.04.050 LMC entitled "Review and Processing Procedures," is created to read as follows:

The community development director shall review the application and shall issue a certificate of compliance, conditional certificate of compliance, or notice of violation. The determination shall be based on the following criteria:

A. A certificate of compliance shall be issued for a parcel created prior to August 13, 1974, which resulted from a division of land in which fewer than five parcels were created; or,

B. A certificate of compliance shall be issued for any lot created as part of a recorded

formal plat, short plat, binding site plan, or subdivision approved by Pierce County or the City of Lakewood pursuant to RCW 58.17 or RCW 58.16; or,

C. A certificate of compliance shall be issued for any lot created as the result of a recorded boundary line adjustment or lot combination approved by Pierce County or the City of Lakewood; or

D. A certificate of compliance may be issued where documentation is provided showing that the creation of the lot was exempt from the provisions of the Pierce County or City of Lakewood Subdivision Regulations.

E. A conditional certificate of compliance shall be issued for any parcel which does not, or at the time of creation did not, comply with the provisions of state law and local ordinances regulating the division of land. A conditional certificate of compliance may include conditions as follows:

1. If the current owner was not the owner at the time of the initial land division, the conditional certificate of compliance shall impose conditions which would have been applicable to a division of land on the date the current owner acquired the property; or

2. If the current owner was the owner at the time of the initial land division, the conditional certificate of compliance shall impose conditions which would be applicable to a current division of land.

Section 15: A new Section 17.04.060 LMC entitled “Notice of Violation,” is created to read as follows:

A. If the community development director has knowledge that real property has been divided in violation of the provisions of this title or RCW 58.17, a notice of intention to record a notice of violation shall be mailed by certified mail with return receipt to the current owner of record of the property. The notice shall describe the property in detail, name the owner(s), describe the violation with an explanation as to why the property is not lawful, and state that the owner will be given an opportunity to present evidence to the contrary. The notice shall specify the date, time, and place for a meeting at which the owner may present evidence to the community development director why a notice of violation should not be recorded. The meeting shall take place no sooner than 30 days and no later than sixty days from the date of mailing. The owner shall have fifteen days to indicate whether or not he or she has any objections to the notice and would like to avail him or herself of the opportunity to meet with the community development director.

B. An owner may apply for a conditional certificate of compliance per Section 17.04.030 of this title. If, however, after the owner has presented evidence, the community development director determines that the property has in fact been illegally divided, the city clerk shall record the notice of violation with the county recorder. If, within fifteen days of receipt of the notice, the owner of the real property fails to inform the city of his or her objection to the notice of violation, the city clerk shall record the notice of

violation with the county auditor. The notice of violation, when recorded, shall be deemed to be constructive notice of the violation to all successors in interest in the subject property. Pursuant to LMC 18A.50.115 and RCW 58.17.210, development shall be permitted only on a legally created lot.

C. If, after the owner has presented evidence, it is determined that there has been no violation, the City shall issue a certificate of compliance or a conditional certificate of compliance, and shall mail a clearance letter by certified mail with return receipt to the then current owner and shall record the clearance statement or certificate of compliance with the County Auditor.

D. A determination that a violation has been sustained is appealable to the City's Hearing Examiner in accordance with the provisions of chapter 1.36 LMC.

Section 16: A new Section 17.04.070 LMC entitled "Non-buildable Lots," is created to read as follows:

There may be situations where a legal lot of record may be deemed unbuildable because of size, dimension, topography, lack of access, environmental constraint or other factors. When anticipated, information regarding limitations and constraints may be required to be noted on the certificate of compliance, or the city may issue some other appropriate form of notice.

Section 17: Chapter 17.06 LMC entitled "Preliminary Plat Procedure – General/Prefiling Procedure -- SEPA," is retitled to read, "Preliminary Plat Procedure – General," as follows:

17.6.000 - Preliminary Plat Procedure – ~~General Prefiling Procedure – SEPA~~

Chapter 17.06

Preliminary Plat Procedure - General Prefiling Procedure – SEPA

Sections:

17.06.010 Explanation of Prefiling Preliminary Plat and Final Plat Approval.

17.06.020 Plans Required.

17.06.030 Recommendations on Street, Drainage, ~~Sewer, Water Utility~~ and Fire Systems.

Cross-reference: Chapter 86. RCW

Section 18: A Section 17.06.010 LMC entitled "Explanation of Prefiling Plat and Final Plat Approval," is retitled, "Explanation of Preliminary Plat and Final Plat Approval," and amended to read as follows:

The City of Lakewood utilizes a two part review procedure for subdivision projects. The first part- the preliminary plat- is used to communicate the scope and specific details of the proposed subdivision. Environmental review under SEPA is performed at this stage. Specific requirements for the implementation of the subdivision are crafted in response review comments by responsible agencies and the environmental review.

A preliminary plat application is acted upon by the City's hearing examiner. The hearing examiner's decision is the primary discretionary action by the City on the subdivision proposal. After final conclusion with regard to the preliminary plat, the developer is required to install subdivision improvements and utilities, and take other actions as required by the conditions of approval of the preliminary plat in order to implement the subdivision.

Upon completion of required infrastructure improvements and satisfaction of the requirements of the preliminary plat approval, the applicant shall file a final map following the procedures in Chapter 17.16 of this title. The proposed final plat map is reviewed by the Community Development Director and City Engineer for conformance with the terms of the preliminary plat approval. The City Council shall thereafter review the final plat as indicated in LMC 17.16.040.

Upon review and approval by the City Council, the final map shall be signed by all responsible agencies and shall be duly recorded with Pierce County. Legal lots are created upon recordation of the final plat map.

~~Certain steps are required of the developer and of the City prior to the actual filing date of the preliminary plat. These steps include the developer's completion of the Environmental Checklist and submitting nine (9) copies of the proposed preliminary plat to the Community Development Department and eight (8) copies of the Environmental Checklist.~~

Section 19: Section 17.06.020 LMC entitled "Plan Required," is retitled "Plans Required," and amended to read as follows:

Whenever it is essential for purposes of evaluating environmental or other concern, the City Community Development Director or City Engineer ~~Engineering Manager~~ may require the developer to submit certain specific concept drawings or studies (e.g. traffic impact analysis) prior to preliminary plat approval.

Section 20: Section 17.06.030 LMC entitled "Recommendations on Street, Drainage, Sewer, Water and Fire Systems," is retitled "Recommendations on Street, Drainage, Utility and Fire Systems," and amended to read as follows:

The City Engineer ~~City Engineering Manager~~, the County Health Officer, utility providers, and the Fire Chief shall review and certify-communicate to the Hearing Examiner; their respective recommendations as to the adequacy of the proposed street system, ~~and~~ storm drainage ~~system~~, ~~the proposed~~ sewage disposal, ~~and~~ water supply and other utility systems, and fire protection services for the subdivision. The recommendations of the City Engineer ~~City Engineering Manager~~, the County Health Officer and the Fire Chief shall become part of the record and shall be included with the Hearing Examiner's decision, ~~if said matter is appealed to the Council.~~

Section 21: Section 17.10.020 LMC entitled “Filing,” is amended to read as follows:

A preliminary plat of a proposed subdivision ~~and/or~~ dedication of land located in the City shall be submitted ~~to for approval by the Examiner by filing with~~ the City Community Development Department, ~~and shall include~~ a completed application, ~~paying the~~ application fee, ~~filing sixteen (16) seven (7) paper copies, one 11” X 17” paper copy,~~ and one (1) reproducible electronic copy of the proposed preliminary plat, ~~submitting~~ a list of adjacent landowners as specified herein, ~~submitting and an approved completed~~ Environmental Checklist, ~~and when appropriate, an application for a Comprehensive Plan or zone amendment. Said application for Comprehensive Plan or zone amendment may be considered with the application for preliminary plat approval.~~ For purposes of RCW 58.17.033, a complete application for preliminary plat approval must contain the information and documents required by the following section.

Section 22: Section 17.10.025 LMC entitled “Preliminary Plat,” is amended to read as follows:

A. Application Submittal: ~~Whenever it is possible~~ Any property owner wishing to subdivide land into ~~five (5) ten (10)~~ or more lots, tracts, sites or divisions, the applicant shall file with the City Community Development Department one 8-1/2” x 11” clear plastic reduction, one 11” X 17” reduced paper copy, and ~~seven (7)7~~ legible paper copies of the preliminary plat map on sheets 18” x 24” in size. Preliminary plat maps shall include, or be accompanied by the following:

1. A completed general application form and environmental checklist. Said form and checklist to be obtained from the Community Development Department.

2. The filing fee required pursuant to the City ordinance adopting building and development related permit fees schedule, and in accordance with the fee schedule available from the Community Development Department.

3. Names and addresses of all property owners within 300 feet of the subject property, available from the County Assessor’s Office. This requirement may be waived if the City provides the list of adjacent landowners.

4. A vicinity map extending at least 800 feet in each direction from the proposed subdivision, or further if necessary to assist in locating the subdivision. The vicinity map shall be drawn to a scale of one inch equals 800 feet (1”:800’). The vicinity map shall show the following:

- a. Street layout in the subdivision;
- b. Existing and tentatively approved street layout within 800 feet of the subdivision;
- c. Zoning designations within, and adjacent to, the subdivision;
- d. All property lines within 800 feet of the subdivision;

- e. Streams or watercourses, and public facilities such as schools and parks;
- f. All 100-year floodplain and designated shoreline boundaries in, and within 800 feet of, the proposed subdivision;
- g. Any other pertinent information that will assist in locating the proposed subdivision.

5. A title block in the lower right corner of the preliminary plat map, showing:

- a. The proposed name of the subdivision;
- b. The scale of the drawing;
- c. The date of the drawing;
- d. The name and address of the engineer, surveyor or other individual responsible for laying-out the subdivision.

6. A detailed plan of the proposed subdivision drawn to the scale of one inch equals ~~50~~ 100 feet (1"=~~100~~50') or larger, ~~with the provision that for subdivisions of 50 acres or more the Community Development Director may authorize a smaller scale, when an entire subdivision cannot be shown on a single sheet.~~ The detailed plan shall clearly show the following information:

- a. North arrow;
- b. The location, names and right-of-way widths of all existing and proposed streets and driveways within 250 feet of the boundaries of the proposed subdivision;
- c. The location, names and right-of-way widths of all proposed streets and their proposed paved width;
- d. Lot layout with lot line dimensions, the area in the square feet contained in each lot;
- e. The location and use of all existing buildings within the proposed subdivision, indicating which buildings are to remain and which are to be removed;
- f. The use and approximate location of all buildings within 150 feet of the boundaries of the proposed subdivision;
- g. The location, size and use of all contemplated and existing public areas within the proposed subdivision, and a description of the adaptability of the area for uses contemplated;
- h. The location, size and kind of public utilities in and adjacent to the proposed subdivision, indicating those utilities which will provide service to the proposed development and their planned location within the subdivision to include any existing easements;
- i. Location and disposition of any wells, creeks, drainage courses, drainageways, septic tanks, drainfields, 100-year floodplain boundaries and easements in or within 200 feet of the proposed subdivision;
- j. Topography and five-foot contours certified by the engineer or surveyor within the proposed subdivision; or, as an alternative in the case of a partition of one (one) acre or less, elevations at each existing and proposed

- property corner. One foot or two foot contours may be required, at the Community Development Director's discretion;
- k. Topography and at least ten foot contours outside, but within 200 feet of, the proposed subdivision. The base for such information shall be the National Geodetic Survey (U.S.G.S.), or other survey approved by the Community Development Director;
- l. The location of all significant trees (as defined in the Lakewood Zoning Code) within the proposed subdivision, and for 150 feet beyond the terminus of all dead-end streets (Individual trees in a stand of five trees or more need not be shown, but the area covered by the stand dripline shall be shown. For trees outside the subdivision boundaries, the location of said trees may be based on aerial photographs or other methods acceptable to the Community Development Director, and which do not require the applicant to trespass on adjacent property;
- m. For all 100-year floodplain boundaries shown on the vicinity map, the elevation of the 100-year flood at the point immediately upstream from the subdivision, and the direction and distance to said point;
- n. The location of identified hazards or development limitation areas identified by the City of Lakewood Critical Areas Map;
- o. The location of any state shorelines and associated wetlands within the subdivision, as defined by State law and the City of Lakewood Shoreline Master Program.

7. Profiles of all proposed streets within the proposed subdivision, showing grades to which the streets will be built, and the existing groundline of the proposed streets including the probable future extensions of any stub (dead-end) streets for a maximum distance of 150 feet beyond the proposed subdivision boundaries. As an alternative, the preliminary plat map may show topography in two foot (2') contours within 50 feet of each side of the centerline of all probable future extensions of any stub (dead-end) streets for a distance of 150 feet beyond the boundaries of the proposed subdivision. The contour information shall be certified by a registered engineer or surveyor.

8. Slope analysis indicating areas where existing grades within the subdivision exceed 15%, 25% and 40%. The percentage and area in square feet of the subdivision with slopes of 0 - 15%, 15 - 25%, 25 - 40% and 40% and above categories.

9. Such additional information as the Community Development Director deems necessary.

Section 23: Section 17.10.030 LMC entitled "Staff Procedure," is amended to read as follows:

If the preliminary plat, as filed, is [consistent with the City's comprehensive plan, and is](#) in conformance with all of the City's land use codes and is otherwise acceptable in form and substance, the Community Development Department shall receive the application and

shall promptly forward copies of the preliminary plan to appropriate governmental agencies for their review.

If the application is not consistent with the comprehensive plan land use designation, the application shall be returned to the applicant, and shall not be accepted unless the comprehensive plan land use designation is amended to be consistent with the proposed subdivision.

Section 24: Section 17.10.040 LMC entitled “Notice,” is retitled, “Notice to Agencies,” and amended to read as follows:

A. Notice of Filing. Notice of the filing of a preliminary plat shall be given to the State, municipalities, public utilities and school districts in the following cases and manner:

1. When a proposed subdivision which contemplates the use of any public utilities, notice shall be given to the public utilities governing body.

2. When a proposed subdivision which is to be located adjacent to the right-of-way of a State highway, notice shall be given to the State Department of Highways or its successor.

3. Notice shall be given to the school district within which the subdivision is proposed.

4. When the proposed subdivision lies within a designated flood control zone pursuant to ~~Chapter Title~~ 86- RCW, notification shall be given to the Department of Ecology of the State of Washington, or its successor.

5. When a subdivision is located within the jurisdiction of the Shoreline Management Act, notification shall be given to the Department of Ecology of the State of Washington, or its successor.

Notice of filing as above required, shall be accomplished by the Community Development Director or his authorized ~~designees assistant's~~ notifying the proper agencies by letter of the proposed subdivision filing, which letter shall include its legal description, a small map showing location, subdivision acreage, number of home or building lots, ~~and the hour and location of the first hearing on the preliminary plat.~~ The City may require that any review fees payable to outside agencies be made directly with that agency prior to submittal of the preliminary plat application. The initial review by the departments/agencies of the proposed plat shall be completed within fifteen (15) calendar days, unless, upon the request of the Community Development Department, the applicant consents to an extension of such time period. Each department or official shall either recommend approval, disapproval, or revision of the preliminary plat within the fifteen day initial review period.

The reviewing departments shall have a fourteen (14) day review period to consider any revised plans. At the conclusion of the review period, the reviewing department directors or authorized representatives shall recommend approval, approval with conditions, or denial of the preliminary plat.

B. The City shall provide a Notice of Public Hearing to all agencies commenting on a project and to the Washington State Departments of Transportation and Ecology when notice is required to be given to such agencies because of a project's location near flood hazard areas or state highways. Said letter notice shall be mailed or delivered at least fourteen (14) days before the date for the initial hearing.

~~B. List of Adjacent Landowners. The developer shall obtain and submit to the Community Development Department Director, the names and addresses of all persons of record, who own or who are contract purchasers of the real property to within 300 feet of the exterior boundary of the proposed subdivision site and outside of the developer's ownership or partial ownership. The names and addresses herein required shall be obtained from the Assessor-Treasurer's records.~~

Section 25: Section 17.10.050 LMC entitled "Determination of Completeness," is amended to read as follows:

Within 28 days of receiving an application for preliminary plat approval containing all information required by Section 17.10.020 of this Code, the Community Development Department shall issue a determination of completeness or incompleteness as required by RCW ~~36.70.A.440~~ 36.70B.070. The Community Development Department is responsible for complying with all other requirements of RCW ~~36.70.A.440~~ 36.70B.070, provided that any applicable time limitations for processing an application, including time limits set forth in RCW 36.70B, RCW 58.17, LMC Title 18A, or this title, shall be tolled while the applicant responds to requests for revision or additional information within the timeframes set forth in this section.

Section 26: A new Section 17.10.060 LMC entitled "Public Notice," is created to read as follows:

Upon receipt of a complete application, a Notice of Application shall be given as required by RCW 36.70B and LMC 18A.02.670. Public notice is also required as part of the environmental review process under SEPA. SEPA notices shall be issued as required by WAC 197-11-340, and may be combined with the Notice of Application as provided for in WAC 197-11-355.

A Notice of Public Hearing shall be issued prior to the public hearing as required by RCW 58.17.090 and LMC 18A.02.700. Notice shall be mailed, posted and first published not less than fifteen (15) nor more than thirty (30) days prior to the public hearing requiring the notice.

Section 27: Section 17.14.010 LMC entitled “Notice of Hearing,” is retitled, “Review Process,” and amended to read as follows:

Preliminary Plat applications shall be reviewed as a Process III Hearing Action as outlined in LMC 18A.02.502 and 18A.02.550. Preliminary plat applications are subject to a hearing before the City’s Hearing Examiner. The Hearing Examiner’s decision on a preliminary plat application is considered final and conclusive.

If a Comprehensive Plan or zoning ordinance amendment is required for a subdivision project, the amendment shall be processed and approved prior to processing of the subdivision application. Site specific comprehensive plan and zoning ordinance amendments shall be reviewed as a Process IV Hearing Action as outlined in LMC 18A.02.502 and 18A.02.560. Amendment applications are subject to a hearing before the Planning Advisory Board and final approval by the City Council.

~~A. General. All hearing notices shall include a description of the location of the proposed subdivision. The description may be in the form of a vicinity location sketch or a location description in non-legal language.~~

~~B. Newspaper Notice. Upon receipt of an application for preliminary plat and after completion of a Final Environmental Impact Statement, if necessary, or Negative Declaration, the Community Development Department staff shall set a date for a public hearing before the Examiner and shall give notice by arranging publication of at least one (1) notice not less than ten (10) days prior to the hearing in the newspaper of general circulation in the City.~~

~~C. Notice to Adjacent Ownership. The Community Development Department shall notify by letter, the persons who own or are contract purchasers of the real property, as shown by the records of the County Assessor-Treasurer, located within three hundred (300) feet, but not less than two (2) parcels deep, around the perimeter of any portion of the boundary of the proposed subdivision. If the owner of the real property which is proposed to be subdivided owns another parcel or parcels of real property which lie adjacent to the real property proposed to be subdivided, notice under this subsection shall be given to owners of real property located within three hundred (300) feet, but not less than two (2) parcels deep, around the perimeter of any portion of the boundaries of such adjacently located parcels of real property owned by the owner of the real property proposed to be subdivided. Said notice shall specify the particulars of the initial hearing on the proposed subdivision and shall include a description of the location of the proposed subdivision in non-legal language or a vicinity location sketch and shall be mailed not less than twenty-one (21) days before said hearing.~~

~~D. Posting Requirements. After acceptance of a preliminary plat application, notice of application shall be posted by the applicant on the property at its principal entry point to the nearest right-of-way, as determined by the Community Development Department. Notice shall be posted on a 3 foot by 4 foot waterproof sign. The sign shall be made of corrugated plastic to specifications provided by the City (see drawing No. 1, appendix A)~~

~~If desired, a sign may be purchased from the City at a cost to be determined by the manufacturing cost at the time of purchase. The sign(s) shall be located so as to be easily visible from the abutting street. When more than one street abuts the property, the sign(s) shall be easily visible from each street. When a proposal is within an existing subdivision, planned development district or planned unit development, an additional sign shall be posted at each major street entrance to the development as determined by the Community Development Department. When the sign(s) is posted, the applicant shall complete and return a notarized affidavit of posting to the Community Development Department. The sign(s) shall be erected and maintained by the applicant for a minimum of thirty (30) days prior to the public hearing and until a decision is rendered on the application or appeal. The sign(s) shall be removed by the applicant within one (1) week following the decision by the Hearing Examiner or City Council.~~

Section 28: Section 17.10.020 LMC entitled "Review of Preliminary Plat," is amended to read as follows:

A. Upon receipt of a complete preliminary plat application, the Community Development Department shall begin its review of the application consistent with RCW 36.70B, and relevant provisions of the Lakewood Municipal Code. The Department shall transmit a copy of the plat map, easements, and application materials to relevant city departments, utilities providing services to the subdivision, and any other government agencies with jurisdiction as required by LMC 17.10.040. At a minimum, the Department shall transmit the application to the City Engineer, the Building Official, Lakewood Water District, Pierce County Sewer Utility, West Pierce Fire and Rescue, the appropriate electric utility provider, the Pierce County Assessor's Office, and the Tacoma-Pierce County Health Department. The Community Development Director shall also transmit a copy of the application to other agencies with an interest in the project including, but not limited to, Washington State Department of Transportation, Washington Department of Fish and Wildlife, Washington State Department of Ecology, Joint Base Lewis McChord, and Camp Murray. The Community Development Department shall also issue a Notice of Application pursuant to LMC 18A.02.600 *et seq.* and shall commence environmental review under SEPA. Responsible agencies shall provide comments as provided in LMC 17.10.040.

B. The Hearing Examiner shall review all proposed preliminary plats and shall take such action thereon as to assure conformance of the proposed subdivision to the general purposes of the comprehensive plan and to planning standards and specifications as adopted by the City. The approval of any preliminary plat may be conditioned upon the developer's obtaining proper Comprehensive Plan or zoning designation for the subdivision.

BC. The decision by the Examiner is a final and conclusive decision ~~but said decision may be appealed to the Council as specified herein.~~ The Examiner's written decision on the preliminary plat shall include findings and conclusions, based on the record, to support the decision. Each final decision of the Examiner, ~~unless a longer period is mutually agreed to by the applicant and the Examiner,~~ shall be rendered within ten (10)

working days following the conclusion of all testimony and hearings unless a longer period is mutually agreed to by the applicant and the Examiner.

Section 29: Section 17.14.030 LMC entitled “Required Written Findings and Determinations,” is amended to read as follows:

~~A.~~The Examiner shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. ~~The Examiner shall determine:~~

~~1. If appropriate provisions are made for, but not limited to the public health, safety, and general welfare, for open spaces, drainage ways, streets or streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school; and~~

~~2. whether the public interest will be served by the subdivision and dedication.~~

~~B.~~A proposed subdivision and dedication shall not be approved unless the Examiner makes written findings that:

~~A.1.~~ Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school; and

~~B.2.~~ The public use and interest will be served by the platting of such subdivision and dedication. If the Examiner finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the Examiner shall approve the proposed subdivision and dedication.

Section 30: Section 17.14.040 LMC entitled “Time Limitations,” is amended to read as follows:

A. In General. A final plat meeting all of the requirements of law shall be submitted to the City within ~~five (5) years of the date upon which the approval of the preliminary plat is final.~~ten years of the date of preliminary plat approval if the project is not subject to requirements adopted under chapter 90.58 RCW (Shoreline Management Act) and the date of preliminary plat approval is on or before December 31, 2007, within seven years of the date of preliminary plat approval if the date of preliminary plat approval is on or before December 31, 2014, and within five years of the date of preliminary plat approval if the date of preliminary plat approval is on or after January 1, 2015. The approval of a preliminary plat shall be automatically null and void if final plat approval is not obtained within the time limitations specified herein.

In addition, pursuant to RCW 58.17.170 (3)(b), a subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances, and regulations in effect at the time of approval under RCW 58.17.150 (1) and (3) for a period of ten years after final plat approval if the project is not subject to requirements adopted under chapter 90.58 RCW (Shoreline Management Act) and the date of final plat approval is on or before December 31, 2007, unless the City Council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision. Otherwise, any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing if the date of filing is on or before December 31, 2014, and for a period of five years from the date of filing if the date of filing is on or after January 1, 2015. (RCW 58.17.170).

B. Extension Procedure.

1. Time for Filing. A written application for any extension of time under the provisions of this Section shall be filed with the Community Development Department at least thirty (30) days prior to the expiration of the existing period of approval currently applicable. The applicable time period shall be tolled from the date of filing the application for extension until the date of the final decision by the City. Each application shall be accompanied by payment of a filing fee in an amount established by separate Resolution.

2. Additional Extensions-Changed Conditions. Upon filing of an application for extension, a copy shall be sent to each party of record together with governmental departments or agencies as were involved in the process of preliminary plat approval. By letter, the Examiner shall request that written comments, if any, be delivered to the Examiner's office within ten (10) working days of the date of the Examiner's letter. If any comment requests the alteration or expansion of conditions of approval, the applicant shall be provided with a copy of such proposal and a period of ten (10) working days in which to file objections, if any, ~~and~~ or a request for formal hearing. In the absence of such objection, the Examiner may conclude that the proposed change in conditions is acceptable to the applicant and proceed to a decision in accordance with procedures set forth in this Section.

3. Hearing Examiner-Hearing. If, in the opinion of the Examiner, substantial issues have been raised concerning the application for extension, the Examiner may schedule a public hearing. In the case of a request for extensions of time beyond the initial one (1) year period, if a proposal is made to alter or expand the conditions of approval, a public hearing shall be held upon written request by the applicant or any party of record upon a determination by the Hearing Examiner that there are substantial issues which necessitate a public hearing.

4. Hearing Examiner Decision.

a. With hearing. If a public hearing is held under the provisions of Section ~~BD~~.3 above, the Examiner shall issue a decision together with findings and conclusions in support thereof within ten (10) working days of the date of the hearing.

b. Without hearing. If no public hearing is held, the Examiner shall issue his decision with ten (10) working days of the date upon which written comments were to be filed with the Examiner.

Hearing Examiner Decision-~~Appeal~~. The decision of the Examiner to grant or deny extensions of time shall be final, ~~unless appealed under the provisions of Sections 17.14.050, 17.14.060, and 17.14.070.~~

C. Stages. If the developer desires to develop said subdivision in stages, each stage or division must be approved within the time limits specified herein.

Section 31: Section 17.14.060 LMC entitled "Appeal of Examiner's Decision," is amended to read as follows:

The decision of the Hearing Examiner is final and conclusive, subject only to judicial appeal.

~~The final decision by the Examiner on a preliminary plat may be appealed to the Council, by any aggrieved person directly affected by the Examiner's decision. Said appeal procedure is as follows:~~

~~A. The appellant must file written notice of appeal with the Community Development Department and the appeal fee within ten (10) working days of the date of mailing of the Examiner's final decision; provided, that if the Examiner was requested to reconsider the decision, then the appeal must be filed within ten (10) working days of the mailing of the Examiner's final order or decision on the reconsideration request.~~

~~B. The notice of appeal shall concisely specify such error and/or issue which the Council is asked to consider on appeal.~~

~~C. Upon the filing of an appeal, the Community Development Department shall forward to the Council the original tape contain ing a verbatim record of the proceedings before the Examiner. An appeal shall stay the effective date of the Examiner's decision until final resolution has been made by the Council.~~

~~D. The approval of a final plat is strictly limited to the questions of whether the final plat is consistent with the findings, conclusions and conditions specified for the preliminary plat. Environmental considerations and satisfaction of review criteria specified by Section 17.14.030 and RCW 58.17.110 which are not relevant to the findings, conclusions or~~

~~decision for the preliminary plat cannot be raised during the review of a final plat but must be raised at the time for reviewing the preliminary plat or they are waived. (Ord. 60 ? 1(part), 1996.)~~

Section 32: The following section is repealed: LMC 17.14.070

~~17.14.070 – Council Action on Appeals~~

~~A. General. For Examiner decisions which an appeal is properly filed, the Community Development Department shall forthwith forward nine (9) copies of the Examiner's decision plus nine (9) copies of the official file and the recorded record to the Clerk of the Council. The Clerk of the Council shall schedule a public meeting date for the Council on the appealed matter.~~

~~B. Public Notice on Appeals. The Clerk of the Council shall cause written notice to be mailed to all "parties of record" and the Examiner to apprise them of the meeting date before the Council. Parties of record are those persons who have:~~

- ~~1. Testified before the Examiner, or~~
- ~~2. Listed their names on a sign up sheet which is available during the Examiner's hearings, or~~
- ~~3. Advised the Community Development Department in writing of their desire to be a party of record.~~

~~C. Council Action on Appeals. Whenever a decision by the Examiner is reviewed by the Council pursuant to this Section, the appellant or other parties of record may submit written memoranda in support of their positions. The Council may impose a time limit on oral presentations. No new evidence or testimony shall be presented to the Council during the oral presentation. The Council may view the site either individually or together, provided that unless all parties of record are given reasonable notice of the time of the view, no one other than City staff can accompany the Council members during the view.~~

~~D. Council Decision on Appeal.~~

~~1. The Council's decision on any appeal from the Examiner shall be based on the record of the hearing held by the Examiner. The Council may not accept or consider any additional~~

~~2. The Council shall consider whether each of the findings of fact entered by the Examiner are supported by substantial evidence in the record. The Council may reverse any finding which is not so supported. Beyond this, the Council may not enter its own findings of fact;~~

~~3. The Council shall consider issues of law *de-nova* in making its decision;~~

~~4. The Council may affirm or reverse the decision of the Examiner or remand the matter~~

to the Examiner for further consideration. Any decision by the Council shall be supported by adequate findings of fact based on the record and by conclusions of law.

~~E. Council Action is Final. The action of the Council, approving or rejecting a decision of the Examiner, is final and conclusive unless within thirty (30) days from the date of the action an aggrieved party or person files an appropriate action in Superior Court for the purpose of reviewing the action taken, and serves all necessary parties.~~

~~F. Reconsideration by the Council. Any aggrieved party or person affected by the action may, within seven (7) working days of the Council's oral decision, file with the Clerk of Council a written request for reconsideration based on any one of the following grounds materially affecting the substantial rights of said party or person:~~

- ~~1. Errors of procedure or misinterpretation of fact, material to the party seeking the request for reconsideration.~~
- ~~2. Irregularity in the proceedings before the Council by which such party was prevented from having a fair hearing.~~
- ~~3. Clerical mistakes in the official file or record transmitted to the Council, including errors arising from inadvertence, oversight, or omission, which may have materially affected the Council's decision on the matter.~~

~~Upon receipt of a request for reconsideration, the Council shall review said request and take such further action as the Council deems proper, including, but not limited to, the right to deny said request for reconsideration without a hearing, or the right to rehear and render a revised decision on the matter if deemed appropriate by the Council. Only one request for reconsideration may be filed by any one person or party, even if the Council reverses or modifies its original decision or changes the language in the decision originally rendered.~~

~~In the event that a request for reconsideration is filed with the Council, the thirty (30) day appeal period to Superior Court as set forth in this Title shall be deemed to commence on the date of the Council's final action relative to the request for reconsideration.~~

~~(Ord. 60 ? 1 (part), 1996.)~~

Section 33: The following sections is repealed: LMC 17.14.080

~~17.14.080–Requirement for Each Plat Filed for Record~~

~~Each and every plat of any property filed for record shall:~~

~~A. Contain a legal description of the plat which shall match the description on the title insurance report.~~

~~B. Contain a dedication for all streets, easements, open space, tracts, or other parcels to be dedicated to the public or other specifically noted entities or organizations.~~

~~C. Be acknowledged by the person filing the plat before the County Auditor or any other officer who is authorized by law to take acknowledgment of deeds, and certificate of said acknowledgment shall be enclosed or annexed to such plat and recorded therewith.~~

~~D. Contain certification from the Assessor-Treasurer that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.~~

~~E. Contain a statement of approval from the City Engineering Manager as to the construction of all streets and associated storm drainage systems for public streets. Streets not dedicated to the public shall be clearly denoted on the face of the plat and the plat shall contain a provision for maintenance of the private streets by the individual lot owners.~~

~~F. Contain a certification from the sewerage provider as to the means of sewage disposal for the lots if required.~~

~~G. Contain a certification from the County Health Department as to the means of sewage disposal and water availability if required.~~

~~H. Contain a certification from the Community Development Department approving the plat and stating that the platting fee has been paid.~~

~~I. Be accompanied by a complete survey of the section or sections in which the plat or replat is located with all survey work being done in compliance with RCW 58.24.040. The final plat shall follow the format as shown on the City Formal Plat Standards as now enacted or hereafter amended.~~

~~J. Be submitted to the City Community Development Department along with the following:~~

~~1. Twelve (12) paper prints.~~

~~2. Two (2) copies of a title report, prepared not more than thirty (30) days prior to the date of written approval by the Director of the Community Development Department, from a title insurance company containing the complete and correct legal description of the plat, listing all easements of record which affect the property and confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the dedication.~~

~~3. Final Plat Land Use Breakdown sheet.~~

~~4. One (1) copy of the plat boundary, individual lots and street centerline computer closures for the plat.
(Ord. 60 § 1 (part), 1996.)~~

Section 34: The following sections is repealed: LMC 17.14.090

~~17.14.090—Certificate Giving Description, Statement of Owners, and Dedication Requirements~~

~~Every formal subdivision, short subdivision or large lot subdivision filed for record must contain a certificate giving a full and correct description of the lands divided as they appear on the plat drawing, including a statement that the subdivision of property has been made with the free consent and in accordance with the desires of the owner(s) or contractor purchasers. If the subdivision of property includes a dedication, the certification shall also contain the dedication of all streets and other areas to the public, and individual or individuals, religious society or societies or to any corporation, public or private, as shown on the plat document and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said street. Said certificate shall be signed and acknowledged before a notary public by all parties having any interest in the lands subdivided.~~

~~Any dedication, donation or grant as shown on the face of the plat shall be considered to all intents and purposes, as a quit claim deed to the said donee or donees and/or grantees for his, her or their use for the purpose intended by the donors or grantors as aforesaid. (Ord. 60 § 1 (part), 1996.)~~

Section 35: The following sections is repealed: LMC 17.14.100

~~17.14.100—Review of Final Plats~~

~~The City Community Development Director or authorized assistant shall review applications for the proposed final plat and be satisfied that the following conditions exist:~~

~~A. The final plat meets all standards established by State law and this Title relating to final plats;~~

~~B. The proposed final plat bears the certificates and statements of approval required by this Title and State law;~~

~~C. A title insurance report furnished by the subdivider confirms the title of the land in the proposed subdivision is vested in the name of the owners whose signatures appear on the plat's certificate;~~

~~D. The facilities and improvements required to be provided by the developer have been completed or, alternatively, that the developer has provided a performance bond, or~~

~~cash deposit in lieu thereof, or other security commonly used by banking and lending institutions; provided further that the bond, cash deposit, or other security, as hereinabove required, shall be filed with the Engineering Manager and shall be in a form acceptable to the City Attorney and in an amount and with sureties commensurate with improvements remaining to be completed and securing to the City the construction and installation of the improvements within a fixed time.~~

~~(Ord. 60 § 1 (part), 1996.)~~

Section 36: The following sections is repealed: LMC 17.14.110

~~17.14.110 Council Review of Final Plats~~

~~The City Council shall review final plats in accordance with Chapter 58.17 RCW. When the Engineering Manager finds that the subdivision meets the following criteria, he or she shall recommend approval the proposed final plat if:~~

~~A. The plat conforms to all terms of preliminary plat approval;~~

~~B. The bond, if there is one, by its essential terms assures completion of improvements;~~

~~C. The plat meets the requirements of State law and this Title in effect at the time of preliminary plat approval.~~

~~After the City Council approves the plat, the Community Development Department shall forward the original to the County Auditor for filing, who shall, after recording, forward two reproducible copies thereof to the Engineering Manager and one paper copy to the County Assessor Treasurer.~~

~~(Ord. 60 § 1 (part), 1996.)~~

Section 37: A new Chapter 17.16 LMC entitled, Final Plats – Review Procedure,” is created,

Chapter 17.16
Final Plats- Review procedure

17.16.010 Requirement for Each Plat Filed for Record

17.16.020 Certificate Giving Description, Statement of Owners, and Dedication Requirements

17.16.030 Review of Final Plats

17.16.040 Council Review of Final Plats

Section 38: A new Section 17.16.010 LMC entitled “Requirement for Each Plat Filed for Record,” is created to read as follows:

Each and every plat ~~of any property~~ filed for record [pursuant to RCW 58.17.160](#) shall:

A. Contain a legal description of the plat which shall match the description on the title insurance report.

B. Contain a dedication [statement](#) for all streets, easements, open space, tracts, or other parcels to be dedicated to the public or other specifically noted entities or organiza-tions.

C. Be acknowledged by the person filing the plat before the County Auditor or any other officer who is authorized by law to take acknowledgment of deeds, and certificate of said acknowledgment shall be enclosed or annexed to such plat and recorded therewith.

D. Contain certification from the Assessor-Treasurer that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

E. Contain a statement of approval from the City Engineering Manager as to the construction of all streets and associated storm drainage systems for public streets. Streets not dedicated to the public shall be clearly denoted on the face of the plat and the plat shall contain a provision for maintenance of the private streets by the individual lot owners.

F. Contain a certification from the sewerage provider as to the means of sewage disposal for the lots if required.

G. Contain a certification from the County Health Department as to the means of sewage disposal and water availability if required.

~~H. Contain a certification from the Community Development Department approving the plat and stating that the platting fee has been paid.~~

~~HI. Be accompanied by a complete survey of the section or sections in which the plat or re-plat is located with all survey work being done in compliance with RCW 58.24.040.~~ The final plat shall follow the format as shown on the City Formal Plat Standards as now enacted or hereafter amended. [All survey work shall be performed in compliance with RCW 58.24.040.](#)

~~I.~~ Be submitted to the City Community Development Department along with the following:

1. Twelve (12) paper prints.

2. Two (2) copies of a title report, prepared not more than thirty (30) days prior to the date of written approval by the Director of the Community Development Department, from a title insurance company containing the complete and correct legal descrip-tion of the plat, listing all easements of record which affect the property and confirming that the

title of the lands as described and shown on said plat is in the name of the owners signing the dedication.

3. Final Plat Land Use Breakdown sheet.

4. One (1) copy of the plat boundary, individual lots and street centerline computer closures for the plat.

Section 39: A new Section 17.16.020 LMC entitled “Certificate Giving Description, Statement of Owners, and Dedication Requirements,” is created to read as follows:

Every formal subdivision, short subdivision or ~~large lot subdivision~~ binding site plan filed for record must contain a certificate giving a full and correct description of the lands divided as they appear on the plat drawing, including a statement that the subdivision of property has been made with the free consent and in accordance with the desires of the owner(s) or contractor purchasers. If the subdivision of property includes a dedication, the certification shall also contain the dedication of all streets and other areas to the public, and individual or individuals, religious society or societies or to any corporation, public or private, as shown on the plat document and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said street. Said certificate shall be signed and acknowledged before a notary public by all parties having any interest in the lands subdivided.

Any dedication, donation or grant as shown on the face of the plat shall be considered ~~to~~ for all intents and purposes, as a quit-claim deed to the said donee or donees and/or grantees for his, her or their use for the purpose intended by the donors or grantors as aforesaid.

Section 40: A new Section 17.16.030 LMC entitled “Review of Final Plats,” is created to read as follows:

The City Community Development Director or authorized designee shall review applications for the proposed final plat and be satisfied that the following conditions exist:

A. The final plat meets all standards established by State law and this Title relating to final plats;

B. The proposed final plat bears the certificates and statements of approval required by this Title and State law;

C. A title insurance report furnished by the subdivider confirms the title of the land in the proposed subdivision is vested in the name of the owners whose signatures appear on the plat's certificate;

D. The facilities and improvements required to be provided by the developer have been completed or, alternatively, that the developer has provided a performance bond, or cash deposit in lieu thereof, or other security commonly used by banking and lending institutions; provided further that the bond, cash deposit, or other security, as hereinabove required, shall be filed with the City Engineer and shall be in a form acceptable to the City Attorney and in an amount and with sureties commensurate with improvements remaining to be completed and securing to the City the construction and installation of the improvements within a fixed time.

E. That all conditions of the preliminary plat approval have been satisfied and that all platting fees have been paid.

Section 41: A new Section 17.16.040 LMC entitled “Council Review of Final Plats,” is created to read as follows:

The City Council shall review final plats in accordance with Chapter 58.17 RCW. Council review of a final plat is strictly limited to the questions of whether the final plat is consistent with the findings, conclusions and conditions specified for the preliminary plat. Environmental considerations and satisfaction of review criteria specified by Section 17.14.030 and RCW 58.17.110 which are not relevant to the findings, conclusions or decision for the preliminary plat cannot be raised during the review of a final plat but must be raised at the time for reviewing the preliminary plat or they are waived. When the ~~Engineering Manager~~ Community Development Director finds that the subdivision meets the following criteria, he or she shall recommend approval the proposed final plat if:

- A. The plat conforms to all terms of preliminary plat approval;
- B. The bond, if there is one, by its essential terms assures completion of improvements;
- C. The plat meets the requirements of State law and this Title in effect at the time of preliminary plat approval.

After the City Council approves the plat, the Community Development Department shall forward the original to the County Auditor for filing, who shall, after recording, forward two reproducible copies thereof to the City Engineer and one paper copy to the County Assessor-Treasurer.

Section 42: A new Section 17.18.005 LMC entitled “Conditions of Approval and Construction of Subdivision Infrastructure,” is created to read as follows:

The creation of new lots and building sites requires that certain infrastructure be provided to serve the planned development. In addition, provisions must be made for maintenance of common infrastructure and implementation of development controls. It is the responsibility of the subdivision developer to install the infrastructure to serve the

subdivided land. Infrastructure will normally include roadways to serve the lots of the subdivision, utilities (including electricity, gas, water and sanitary sewage disposal), stormwater management, and fire protection. Additional improvements may be required to mitigate environmental or other impacts of a subdivision. Prior to the approval and recordation of the Final Map, the City will require that all of the conditions of approval for the preliminary plat be satisfied.

Section 43: Section 17.18.010 LMC entitled “Dedications,” is amended to read as follows:

A. General. Dedication of land for road right-of-way and other purposes may be required. All dedications shall be clearly and precisely indicated on the face of the plat as approved by the City. Improvements and easements to maintain such improvements may be required to be dedicated.

B. Access to Public Waters. Plats of subdivisions containing land ~~adjacent to publicly owned or controlled bodies of water~~ subject to the provisions of the Shoreline Management Act shall contain dedications of public access to, around or beside the regulated waterbody such bodies of water consistent with the City’s Shoreline Master Program, unless the Examiner determines the public use and interest will not be served thereby. Such dedications shall be of a size and nature as determined by the Examiner and shall be established when the preliminary plat is approved. Such dedications may be required only when in compliance with all standards governing regulatory takings.

C. Constructed to City Standards. All streets, bridges, drains, culverts and related structures and facilities which are dedicated, shall be designed and constructed in accordance with current standards promulgated by the Engineering Manager and in effect at the time of construction.

Section 44: Section 17.18.020 LMC entitled “Improvements Required,” is amended to read as follows:

A. ~~Plan and profiles required.~~ Permits required. All subdivision improvements shall be constructed in accordance with an approved site development permit.

Prior to the construction of an improvement, the developer shall submit to the City Engineer, ~~two (2) an application for a site development permit including~~ copies of the plan, profiles and specifications for said streets, drainage, utilities and other proposed improvements to be constructed in the proposed subdivision. Plans and profiles shall be drawn upon standard 22" x 36" ~~Federal Aid Plan~~ profile sheets or such other sheets as may be acceptable to the City Engineer. Prior to construction, the construction plans for any dedicated improvement must be approved by the City Engineer and construction plans for other improvements may be required to be approved. A site development permit or other appropriate permission shall be secured prior to commencement of construction.

B. Flood or Geological Hazard. If any portion of the land within the boundaries ~~shown on any map or plat~~ of a ~~division of land whether~~ formal plat or short plat ~~or large lot division~~

plat, is subject to flood hazard, inundation, geological hazard, mud slides or avalanches, as such conditions may be, but need not be, indicated in the most recent national flood insurance program, flood hazard boundary map (FHBM) for Pierce County, Washington or other authoritative data, and the probable use of the property will require structures thereon or nearby, the Hearing Examiner or departmental reviewer may disapprove the subdivision, ~~short subdivision or large lot division or that portion of the subdivision, short subdivision or large lot division~~ so affected, and/or require protective improvements to be constructed as approved by the City, as a condition precedent to final approval and recordation of the subdivision, short subdivision or ~~large lot division~~ binding site plan map. If any portion of a lot or parcel of a subdivision is subject to flood hazard, inundation, geological hazard, mud slides or avalanches, such fact and portion shall be clearly shown on the final map or parcel map by a prominent note on each sheet of such map whereon any portion is shown. No subdivision, short subdivision or ~~large lot division~~ binding site plan shall be approved by the Examiner or departmental reviewer which is situated wholly or partially within a flood control zone as provided in Chapter 86.16 RCW without the prior written approval of the Department of Ecology.

C. Storm Drainage Containment. The City shall, as a condition of approval of any division of land, whether formal subdivision or short subdivision or ~~large lot division~~ binding site plan, require the developer to construct storm drainage facilities in conformance with the City's surface water design standards.

D. Fire Protection. The developer shall, at the developer's expense, provide water sources ~~and~~ or facilities as required by law. Subdivisions shall provide fire hydrants (or other adequate means) with adequate capacity and spacing to provide for fire protection.

E. Sanitary Sewer Pipe Installations. The City may condition the approval of any plat upon the developer's installation of sanitary sewer connections and pipes properly constructed according to City standards.

Section 45: Section 17.18.030 LMC entitled "Names and Numbers of Subdivisions, Streets, Blocks and Lots," is amended to read as follows:

A. General. In order to promote an orderly and coherent street and property location system, street names and numbers in subdivisions, short subdivisions and ~~large lot divisions~~ binding site plans shall be assigned in accordance with the procedures and guidelines established herein.

B. Subdivision Names and Numbers. Subdivision names shall be chosen by the applicant subject to approval by the Community Development Department. The Community Development Department shall approve the proposed name if it is reasonably distinguishable from previously established subdivision names. The legal identification of short plats and binding site plans ~~large lots~~, if any, shall be designated by number and assigned by the County Auditor at the time of recording.

C. Street Names and Numbers. All public and private streets established by subdivision,

short subdivision or binding site plan ~~large lot division~~ shall have street names or numbers assigned and clearly shown on the plats prior to approval and recording. Street names and numbers shall be assigned by the Community Development Director. Private streets shall be clearly labeled on the face of the plat.

D. Blocks and Lots. Blocks and lots established for purposes of legal description of subdivided property shall be named and numbered in accordance with procedures and guidelines established by the City Engineer.

E. Addresses in new subdivisions shall be assigned by the Building Official pursuant to Section 501 of the International Building Code.

Section 46: Section 17.18.050 LMC entitled “Bonds – Construction and Guarantee,” is amended to read as follows:

The City, in lieu of actual construction of any improvement by the developer of any formal subdivision, short subdivision or ~~large lot division~~ binding site plan, ~~shall require~~ may accept a bond in an amount and with surety and conditions satisfactory to it or other secure methods providing for and securing to the City, the actual construction and installation of such improvements within a two year period. The City Engineer may refuse to accept a security in lieu of actual construction where redemption of the security is seen to be problematic, or where the improvements are required immediately to ensure public safety and proper functioning of the development. All improvements such as structures, streets, sewers, drainage facilities and water systems shall be designed and the construction certified by, or under the supervision of, a registered civil engineer prior to the acceptance of such improvements. Improvements must be completed prior to final building inspection approval and occupancy of any new structures within the subdivision.

The developer shall be responsible for correcting any defect in an improvement for a period of eighteen months after acceptance by the City Engineer.

The City shall require a bond to guarantee that the developer will correct any defect in a dedicated improvement caused by faulty design, construction or other reason as determined by the City Engineer. Said bond shall be in an amount equal to 125% of the estimated cost of the City completing the improvements, as determined by the City Engineer, and shall extend for a period of eighteen months after City acceptance of said improvement.

Section 47: Chapter 17.22 LMC entitled “Short Subdivisions – Large Lot Divisions,” is retitled, “Short Subdivisions,” as follows:

17.22.000 - Short Subdivisions ~~-Large Lot Divisions~~

Chapter 17.22
Short Subdivisions Large Lot Divisions

Sections:

17.22.010 Applicability.

17.22.020 Filing Procedure and Fee.

17.22.025 ~~Short Plat Approval~~ [Determination of Complete Application](#).

17.22.030 Owner's Free Consent.

17.22.035 Posting Requirements.

17.22.040 Survey.

17.22.050 Departmental Review.

17.22.060 Review Criteria.

17.22.070 ~~Summary Preliminary~~ [Approval](#).

17.22.080 Notice.

17.22.090 Appeal Procedure.

[17.22.095 Final Short Plat Approval](#)

17.22.100 Amendments.

~~17.22.110 Large Lot Division~~

Cross-references: Chapter 58.09 RCW, Chapter 332-130 WAC

Section 48: Section 17.22.010 LMC entitled "Applicability," is amended to read as follows:

Every short plat and short subdivision shall comply with the provisions of this Chapter.

A. Exemptions. The provisions of this Chapter are not applicable to the following:

1. All exemptions listed in Section 17.02.010.

2. Deed releases, for the purpose of obtaining building financing, provided that a short plat is required if said parcel is separately sold or if all land specified by the contract is not acquired.

3. Divisions which were surveyed in accordance with the Survey Recording Act and are recorded with the Auditor prior to August 13, 1974.

4. Up to four Model Homes may be ~~established~~ [constructed](#) on a single tract of land without short platting provided the City has approved a preliminary subdivision which includes the specific lots upon which the Model Homes are to be located. [The subdivision shall be completed and the final map recorded prior to the sale of any of the model home units.](#)

5. Divisions made by court order; provided, that this exemption shall not apply to land divided pursuant to dissolution or any partition proceedings.

6. Any division of land for use solely for the installation of electric power,

telephone, water supply, sewer service or other utility facilities of a similar or related nature; provided, however, that any remaining lot or lots are consistent with applicable zoning and land use plans.

7. Any division or divisions of land for the sole purpose of enabling the City or other public agency to acquire land, either by outright purchase or exchange, for port purposes, boat moorage or launching sites, or for park, viewpoint, recreational, educational or other public purposes; provided, however, that any remaining lot or lots are consistent with applicable zoning and land use plans.

B. The entire original tract (except adjacent platted or short platted land) shall be included within one short plat application.

C. Further divisions. Land within a short subdivision shall not be further divided in any manner for a period of five (5) years from the date said approved short plat is recorded with the Auditor without the filing of a final plat on the land which is proposed to be further divided, except that when the short plat contains fewer than nine parcels, the owner who filed the short plat may file an alteration with the five (5) year period to create a total of up to nine (9) lots within the original short plat boundary. This requirement shall be stated on the face of the short plat.

Section 49: Section 17.22.020 LMC entitled "Filing Procedure and Fee," is amended to read as follows:

An application for a short subdivision shall include a completed application form, ~~Eleven~~ six (6) full size paper prints and six (6) 11"x 17" reduced copies of ~~the~~ -proposed short plat ~~showing all required information shall be filed with the Community Development Department~~ along with a non-refundable application fee as set forth in separate Resolution.

For purposes of RCW 58.17.033, a complete application for short plat approval must contain the information and documents required by this section.

A short plat shall meet the following standards:

A. Drawn in ink to a scale not smaller than one inch equals one hundred feet (1" = ~~100~~ 50') or other approved scale ~~on mylar~~, a sheet size of 18" x 24".

B. The Plat shall show the boundary and dimensions of the "original tract" including its Assessor's parcel number, section, township and range, and all adjoining public or private streets and identifying names as such.

C. A vicinity map drawn to a scale of four inches equals one mile (4"= 1 mile) or other approved scale of sufficient detail to orient the location of the original tract.

D. Name and address of the owner of record of the "original tract," scale of the drawing, and north directional arrow.

E. All lots shall be identified by numerical designation. The dimensions of each lot shall be shown.

F. Width and location of access to all short platted lots.

G. The location and use of all existing buildings on the original tract.

H. Space on a second 18" x 24" mylar plat map sheet shall be reserved for comments and appropriate City signatures.

I. Where a survey is required, the form of the plat shall be as required by the Survey Recording Act. (Chapter 50 Washington Laws of 1973, or as amended.)

Section 50: Section 17.22.025 LMC entitled "Short Plat Approval," is retitled, "Determination of Complete Application," and amended to read as follows:

Within 28 days of receiving an application for preliminary plat approval containing all information required by Section 17.22.020 of this Code, the Community Development Department shall issue a determination of completeness or incompleteness as required by RCW ~~36.70.A.440~~ 36.70B.070. The Community Development Department is responsible for complying with all other requirements of RCW ~~36.70.A.440~~ 36.70B.070.

Section 51: Section 17.22.035 LMC entitled "Posting Requirements," is amended to read as follows:

After acceptance of a short plat application, notice of application shall be posted ~~by the applicant on the property at its principal entry point to the nearest right-of-way, as determined by the Community Development Department in accordance with the provisions of LMC 18A.02.670.~~

~~Notice will be posted on a 1-1/2' x 2' waterproof sign (see drawing #16 in Appendix A). The sign shall be made of corrugated plastic to specifications provided by the City. If desired, a sign may be purchased from the City at a cost to be determined by the manufacturing cost at the time of purchase. The sign(s) shall be located so as to be easily visible from the abutting street. When more than one street abuts the property, the sign(s) shall be easily visible from each street. When a proposal is within an existing subdivision, planned development district or planned unit development, an additional sign shall be posted at each major street entrance to the development as determined by the Community Development Department. When the sign(s) is posted, the applicant shall complete and return a notarized affidavit of posting to the Community Development Department. The sign(s) shall be erected and maintained by the applicant for a minimum of thirty (30) days prior to the public hearing and until a decision is rendered on the application or appeal.~~

~~The sign(s) shall be removed by the applicant within one (1) week following the decision by the Hearing Examiner or City Council. (Ord. 60 ? 1 (part), 1996.)~~

Section 52: Section 17.22.040 LMC entitled “Survey,” is amended to read as follows:

Recordable surveys shall be required for all short plats and short subdivisions. All surveys shall be accomplished as required by WAC 332-130 and the "Survey Recording Act," (RCW 58.09), except an additional recording will not be required for the "Survey Recording Act."

All lot staking shall be completed by the certifying professional land surveyor prior to the recording of the short plat.

All short plat corners, including interior lot corners, shall be staked with steel rebar or metal pipe with a cap which permanently bears the land surveyor's registration number. When the plat corner(s) or lot corner(s) falls in a body of water, over the edge of a steep slope or other inaccessible area, an offset corner will be permitted. When the boundary line of a short plat follows a meandering line, corners shall be set as directed by the City. A pre-submittal meeting with City staff to discuss corner locations is recommended.

When the legal description of the short plat utilizes a partial or complete section subdivisional breakdown to establish the short plat boundaries, section subdivision survey information in accordance with the requirements of WAC 332-130-030 shall be shown on the short plat ~~mylar~~ [map](#).

All reference monuments used in the establishment of the short plat corners shall be identified, described, and noted as set or found on the short plat ~~mylar~~ [map](#). When appropriate, the short plat survey shall reference the recorded or previous survey that was the basis for the short plat survey.

When the short plat is adjacent to a constructed City street and the short plat corner(s) or its offset represents a 1/16th corner, quarter corner, section corner, or donation land claim corner that is not of record or is lost or obliterated, a City standard monument(s) shall be placed in the City street. In cases where a monument of record is found, the existing corner does not have to be replaced.

Whenever a short plat is adjacent to an existing City street ~~and~~ or right-of-way, the centerline of that street shall be located on the short plat drawing. If the existing constructed City street or maintained street section falls outside of the documented right-of-way, the surveyor shall identify the existing edge of pavement and limits of the maintained street section on the short plat drawing and show its relationship to said centerline.

Section 53: Section 17.22.050 LMC entitled “Departmental Review,” is amended to read as follows:

A. The Engineering Manager's Office shall review a short plat for adequacy of access, storm water drainage facilities, public sewer system, survey accuracy, and feasibility for building sites.

B. The Community Development Department shall review the proposed short plat for conformance with the Land Use and Development Code (LMC Title 18A), other applicable land use zoning laws, the comprehensive plan and the subdivision code.

C. The Tacoma-Pierce County Health Department shall review the proposed short plat for adequacy of potable water supply, and septic tank conditions provisions for sanitary sewage disposal. The Lakewood Water District, or other water provider, shall provide information regarding the public water system. This will typically be in the form of a Letter of Water Availability from the District.

D. The Fire Chief shall review the proposed short plat for adequacy of the fire protection water system and access for fire fighting equipment.

E. The Pierce County Assessor's Office shall review the proposed short plat with regard to map and document format, tax status, and legal description.

F. The Pierce County Sewer Utility shall review the project with regard to sanitary sewer availability, appropriate easements, and details of any sanitary sewer infrastructure and connections.

The City may require that any review fees payable to outside agencies be made directly with that agency prior to submittal of the short plat application.

Section 54: Section 17.22.060 LMC entitled "Review Criteria," is amended to read as follows:

A. Access.

1. General. The proposed short plat shall be reviewed for adequate ingress and egress to all proposed lots. Extension of streets or access rights from property line to property line of the short subdivision land may be required so that the street may be extended in the future. If there is other reasonable access available, the Engineering Manager may limit the location of direct access to City arterials or other City streets. When an adjoining landowner will be obligated to construct or maintain a future street, a note to this effect shall be stated on the face of the short plat.

2. Street Reserved Areas. Where a City arterial may, or is being planned for a short subdivision land area, the Engineering Manager may require that a sixty foot (60') wide right-of-way area be reserved as a street reserved area for a future street, if all legal requirements for such a dedication are met.

3. Private Streets. Private streets are not normally permitted, but may be allowed when the Community Development Director and City Engineer determine that the most logical development of the land requires that the lots be served by private streets or easements. Private street plats shall be reviewed per Chapter 17.26 of this title.

~~Unless the City has existing plans, maps, sketches or studies for a City arterial on the properties in issue, the Engineering Manager shall approve private streets if all persons and their successors, who own the land adjoining the street within the short plat, have equal legal rights to use said private street area. Said developer and/or adjoining landowners and their successors shall bear the expense of constructing and maintain said street and a note to this effect shall be made on the face of the short plat. Where the short plat or land beyond the short plat have the potential of being divided into twenty (20) or more lots, then said private street shall be required to have a right-of-way width equivalent to city standards.~~

B. Drainage. The proposed short plat shall be reviewed for adequate drainage facilities. Requirements for any necessary facilities may be required to be written on the face of the short plat ~~mylar~~ map.

C. Sewers or Septic Tanks. The proposed short plat shall be reviewed for potential sewer or septic tank adequacy. If known local conditions exist which may affect future building sites, these conditions may be required to be stated on the face of the short plat.

D. Feasibility for Building Sites. Areas which are known or suspected to be poor building sites because of geological hazard, flooding, poor drainage or swamp conditions, mud slides or avalanche, may be noted on the face of the short plat.

E. Water Supply and Fire Protection. The proposed plat shall be reviewed for potential adequacy of water supply and fire protection. Items A through E above may be considered as criteria for which a short plat may be denied. Existing City standards shall be used during the review process.

Section 55: Section 17.22.070 LMC entitled "Summary Approval," is retitled, "Preliminary Approval," and amended to read as follows:

A. Procedure.

An application for a short plat shall be reviewed as a Process II permit type, which does not require a public hearing but does provide for public notice and comment. (See LMC 18A.02.545). The initial decision on a short plat application is made by the Community Development Director. The Director's decision may be appealed to the City's hearing examiner.

1. Upon receipt of a complete application for a short plat, The Community Development Department shall forward two paper prints copies of the application and short plat map to the Engineering Manager and/or Public Works Department Director, the

Fire Marshal, the Pierce County Assessor's Office, the Pierce County Public Works Sewer Utility, the Lakewood Water District, any affected public utility agencies, ~~the Fire Chief,~~ and the Tacoma-County Health Department. The initial review by the departments/agencies of the proposed short plat shall be completed within fifteen (15) ~~thirty~~ days ~~after the short plat is filed,~~ unless, upon the request of the Community Development Department, the applicant consents to an extension of such time period. The proposed preliminary short plat shall be considered under the subdivision regulations and zoning or other land use control ordinances in effect at the time a fully completed application for preliminary short plat approval has been submitted to the city.

2. Each department or official shall either recommend approval, disapproval, or revision~~turn~~ of the short plat for change~~within the fifteen~~thirty~~ day initial review period. The Community Development Director shall have the final authority to approve, approve with conditions or deny a short plat application.~~

3. If returned for revision~~change~~, the applicant or representative shall submit six prints and the mylar~~to the Community Development Department reflecting the required revisions ~~changes~~ within one hundred eighty-sixty days, after any said notice of correction is given~~review comments are provided~~ by the reviewing agencies~~City departments~~. Should the applicant require an extension of time to satisfy the requirements that were requested during the initial fifteen~~thirty~~-day review, an~~additional~~ one hundred eighty days~~shall time may~~ be granted upon written request.~~

4. Due to the complexity of the proposal, the applicant may desire to request the following to extend the life of the application.

a. Request in writing from the applicant that the application for the proposed short plat be placed on hold for due cause. "Due cause" would constitute a situation that was beyond the applicant's controls; i.e., required environmental checklist, Health Department requirement for viewing high water table on the site prior to review for waste disposal, and~~or~~ water availability report required by the State.

The request shall be accompanied by an estimated time line for completion of the required additional material, studies, or review. The hold will be placed upon the application for a specified period of time.

b. Request in writing by the applicant that a time extension would be necessary to provide the reviewing departments the necessary material, documents, and studies, as requested in the initial thirty day~~City~~ review. The Community Development Department may provide a second additional extension, not to exceed one hundred eighty days~~extension~~. A fee would~~may~~ be charged for the extended time, per the fee schedule.

c. Any applicable time limitations for processing an application, including time limits set forth in RCW 36.70B, RCW 58.17, LMC Title 18A, or this Title, shall be tolled while the applicant responds to requests for revision or additional information within the timeframes set forth in this section.

5. The applicant is required to submit the revisions as requested, at the expiration of the allowable time line, along with six prints ~~and the mylar~~ to the Community Development Department. ~~The submittal shall be considered the "FINAL REVIEW" and all previous extensions that were granted to the applicant shall be considered void.~~ The reviewing departments shall have a ~~thirty-day~~ fourteen (14) day review period to consider the revised plans. At the conclusion of the review period, the reviewing department directors or authorized representatives shall notify the applicant whether the application is complete or what additional information is necessary (RCW 36.70B.070 (4)(b)). ~~approve or deny the short plat.~~

6. If the project applicant does not respond to requests for project amendments or additional information within the timeframes specified herein, the Community Development Department may deny the application without prejudice.

B. Required Written Findings for Short Subdivisions. The Community Development Director or designee shall inquire into the public use and interest proposed to be served by the establishment of the short subdivision and dedication. ~~The Director or designee shall determine:~~

~~1. If appropriate provisions are made for, but not limited to the public health, safety, and general welfare, for open spaces, drainage ways, streets or streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, play-grounds, schools and school grounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and~~

~~2. Whether the public interest will be served by the short subdivision and dedication.~~

~~C.~~ A proposed short subdivision and dedication shall not be approved unless the Director or designee makes written findings that:

1. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or streets, alleys, other public ways, transit stops, potable water supplies time limits, sanitary wastes, parks and recreation, play-grounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and

2. The public use and interest will be served by the platting of such subdivision and dedication. If the Director or designee finds that the proposed short subdivision make such appropriate provisions and that the public use and interest will be served, then the Director or designee shall approve the proposed short subdivision and dedication.

~~CD.~~ Notice of Return to Applicant for Cause. If a short plat is not in proper order or cannot be approved in its present form, a letter accompanied by said print, postmarked

prior to the expiration of said thirty-day period, shall be sent to the applicant (by the disapproving department) to notify him of why approval cannot be given in its present form.

DE. Effect of Approval. The Community Development Director's initial approval shall set forth the findings required by Section B above, and may include specific conditions of approval. All required improvements must be installed and a copy of the final short plat map that responds to any conditions of approval must be submitted within three (3) years of the date of the initial approval for final review and recording. An additional one year extension of time may be granted by the Community Development Director upon a showing of good cause beyond the control of the applicant that has delayed the ability of the applicant to complete the subdivision. The approval of a short plat shall not be a guarantee that future permits will be granted for any structures or development within said area and a notation to this effect shall be stated on the face of the short plat. Provided further that land in short subdivisions may not be further divided in any manner within a period of five years without the filing of a preliminary and final plat, except that when the short plat contains fewer than nine parcels, the owner may file a short plat alteration or new short plat application within the five-year period to create up to a total of nine lots within the original short plat boundaries. Any such alteration application shall be reviewed *de novo* on its own merits.

Section 56: A new Section 17.22.095 LMC entitled "Final Short Plat Approval," is created to read as follows:

Upon completion of any and all conditions of the preliminary short plat approval, or alternatively, the posting of an appropriate performance bond or cash deposit in lieu thereof to the satisfaction of the City Engineer, the developer shall present to the Community Development Department one copy of the approved short plat map for final approval and recordation. The final short plat map shall contain a certificate giving a full and correct description of the lands divided as they appear on the plat drawing, including a statement that the subdivision of property has been made with the free consent and in accordance with the desires of the owner(s) or contractor purchasers. If the subdivision of property includes a dedication, the certification shall also contain the dedication of all streets and other areas to the public, and any other required dedications as required by LMC 17.16.020. Said certificate shall be signed and acknowledged before a notary public by all parties having any interest in the lands subdivided.

The Community Development Department shall arrange for all responsible agencies to sign the plat map, provided that the applicant may secure required approval signatures on the final plat map prior to submittal to the Community Development Department.

Pursuant to RCW 58.17.140(2), a final short plat map shall be approved, disapproved, or returned to the applicant within thirty days from the date of filing thereof, unless the applicant consents to an extension of such time period.

Development of lots created in a final short plat shall be regulated by the land use controls in effect at the time that the complete preliminary short plat application was filed, for a period of two (2) years from the date of the final short plat recordation. After two years, the lots created by the short plat shall be regulated by the land use controls then in effect.

Section 57: Section 17.22.110 LMC entitled “Large Lot Division,” is repealed

17.22.110 – Large Lot Division

~~A. Departmental Review. Large lot divisions shall be reviewed by all departments and agencies herein specified for short plats and in accordance with procedures herein specified for short plats, provided that approval shall not be automatic.~~

~~B. Approval Standards. Large lot divisions shall be subject to the same review criteria as herein specified for short plats. Approvals shall comply with 58.17.060 and 58.17.110 RCW.~~

~~C. Posting Requirements. After acceptance of a large lot application, notice of application shall be posted by the applicant on the property at its principal entry point to the nearest right of way, as determined by the Department of Community Development. Notice will be posted on a 1-1/2' x 2' waterproof sign. The sign shall be made of corrugated plastic to specifications provided by the City (see drawing No 1, Appendix A). If desired, a sign may be purchased from The City at cost to be determined by the manufacturing cost at the time of purchase. The sign(s) shall be located so as to be easily visible from the abutting street. When more than one street abuts the property, the sign(s) shall be easily visible from each street. When a proposal is within an existing subdivision, planned development district or planned unit development, an additional sign shall be posted at each major street entrance to the development as determined by the Department of Community Development. When the sign(s) is posted, the applicant shall complete and return a notarized affidavit of posting to the Department of Community Development. The sign(s) shall be erected and maintained by the applicant within seven (7) days of the date of application and continue through the appeal period or until a decision is rendered on the appeal. The sign(s) shall be removed by the applicant within one (1) week following the decision on the application or appeal.~~

~~D. Preparation. Large Lot divisions shall be drawn and shall meet the drafting standards as herein specified for short plats.~~

~~E. Recording of Surveyed Divisions. After obtaining the reviewing authorities' approval, the County Assessor-Treasurer's Office approval must be obtained to verify that the real estate taxes are current. After obtaining said approvals all large lot divisions shall be recorded with the County Auditor and the Auditor shall collect the applicable recording fee. Each lot within the large lot division shall be numbered. Thus, future legal descriptions of a certain recorded large lot division may be referred to as “Lot of Large~~

~~Lot Division No. .” The latter blank space will be the description assigned to the large lot division by the Auditor.~~

~~F. Fees, Appeals and Amendments. A non-refundable filing fee, as set forth by separate Resolution, shall accompany a large lot division when it is filed for approval with the Community Development Department. Appeals of any reviewing decision on a large lot division may be made by the Examiner. The appeal procedure and fee is the same as that herein set forth for short plats. Amendments to a large lot division shall be processed in the same manner as that herein set forth for short plats.~~

~~G. Five-Year Short Plat Restriction. Large lot divisions, or any portion thereof, shall not be further divided by short subdivision within five (5) years of the date of large lot division approval.
(Ord. 60 ? 1 (part), 1996.)~~

Section 58: Section 17.30.010 LMC entitled “Purpose,” is amended to read as follows:

The purpose of this chapter is to create ~~a permit~~ an alternative method for dividing commercially and industrially zoned property, as authorized by RCW 58.17.035. On sites which are fully developed, the binding site plan merely creates or alters interior lot lines. In all cases the binding site plan ensures, through written agreements among all lot owners, that the collective lots continue to function as one site concerning but not limited to: lot access; interior circulation; open space; landscaping and drainage; facility maintenance; and coordinated parking.

Section 59: Section 17.30.020 LMC entitled “Applicability,” is amended to read as follows:

A. Any person seeking the use of a binding site plan to divide the person’s property for the purpose of sale, lease or transfer of ownership of commercially or industrially zoned property is required to apply for, complete and have approved a binding site plan prior to any property division, as provided in RCW 58.17 and as required by this chapter.

B. The site which is subject to the binding site plan shall consist of one (1) or more contiguous lots legally created.

C. The site which is subject to the binding site plan may be reviewed independently for fully developed sites; or, concurrently with a commercial site development permit application for undeveloped land; or in conjunction with a valid commercial site development permit.

D. The binding site plan process merely creates or alters lot lines and does not authorize substantial improvements or changes to the property or the uses thereon. Improvements shall be authorized through separate zoning and building permit processes. New improvements shall be incorporated into the binding site plan as appropriate.

Section 60: Section 17.30.030 LMC entitled “Complete Application,” is amended to read as follows:

A proposed binding site plan shall be considered under the zoning and other land use control ordinances in effect on the land at the time a fully completed application is filed with the department. A complete application for binding site plan ~~application approval~~ shall consist of:

A. A completed application form provided by the department, signed by all property owners or their authorized agents, with supporting documents as required below and which contains sufficient information to determine compliance with adopted rules and regulations including, but not limited to RCW 43.21C, SEPA as implemented by WAC 197-11; Surface Water Management; Roads Standards; Fire Code; City Environmental Procedures; Zoning; Shoreline Management; and administrative rules adopted to implement any such code or ordinance provision; ~~Tacoma-Pierce County Health Department Board of health~~ rules and regulations; and City approved utility comprehensive plans;

B. ~~Six (6) full size and six (6) 11”x 17” reductions of an An~~ approved commercial site development permit; or, a proposed site plan prepared by a professional land surveyor, licensed in the State of Washington, in a form prescribed by the Director. At a minimum, the proposed site plan shall include:

1. The location and size of all proposed units or lots;
2. Proposed and existing structures including elevations and floor plans as known, (plans which show building envelopes rather than footprints must address include post-construction treatment of unoccupied areas of the binding envelopes);
3. All proposed or existing uses;
4. The location of proposed or existing open space including any required landscaped areas.
5. The location and identification of critical areas;
6. The layout of an internal vehicular and pedestrian circulation system, including proposed ingress and egress for vehicles;
7. The number and location of proposed or existing parking spaces on and off the site;
8. A drainage plan which will accommodate the maximum proposed square

footage of impervious surface and the maximum proposed square footage of impervious surface exposed to vehicular use, subject to the requirements of City's Surface Water Design Manual or other city surface water design standards.

9. The location and size of utility trunk lines [and service laterals](#) serving the site;
 10. The location and size of water bodies and drainage features, both natural and manmade;
 11. A grading plan showing proposed clearing and tree retention and the existing and proposed topography, detailed to five-foot contours, unless smaller contour intervals are otherwise required by the City Code or rules and regulations promulgated thereunder;
 12. A layout of sewers and the proposed water distribution system;
 13. Proposed easements and access; and
- C. A completed environmental checklist, if required by the State Environmental Policy Act and implementing ordinances;
- D. A downstream drainage analysis or any other requirement specified in the City's Surface Water Design Manual, Site Development Regulations or Surface Water Policy Ordinance;
- E. All covenants, easements, maintenance agreements or other documents regarding mutual use of parking and access;
- F. Copies of all easements, deed restrictions or other encumbrances restricting the use of the site;
- G. A phasing plan and time schedule, if the site is intended to be developed in phases or if all building permits will not be submitted within three years;
- H. Documentation of the date and method of segregation for the subject property ([original tract](#)) verifying that the lot or lots were not created in violation of the short subdivision or subdivision laws in effect at the time of creation;
- I. A list of any other development permits or permit applications having been filed for the same site; and
- J. The payment of fees;
- K. The Community Development Director may waive specific submittal requirements determined to be unnecessary for review of the application.

Section 61: Section 17.30.040 LMC entitled “Determination of Completeness,” is retitled, “Determination of Complete Application,” and amended to read as follows:

Within 28 days of receiving an application for binding site plan approval containing all information required by Section 17.~~0630~~.030 of this Code, the Community Development Department shall issue a determination of completeness or incompleteness as required by RCW ~~36.70.A.440~~ 36.70B.070. The Community Development Department is responsible for complying with all other requirements of RCW ~~36.70.A.440~~ 36.70B.070.

Section 62: Section 17.30.045 LMC entitled “Approval,” is retitled, “Review and Approval,” and amended to read as follows:

A. Procedure.

An application for a binding site plan shall be reviewed as a Process II permit type, which does not require a public hearing but does provide for public notice and comment. (See LMC 18A.02.545). The initial decision on a binding site plan application is made by the Community Development Director. The Director’s decision may be appealed to the City’s hearing examiner.

1. Upon receipt of a complete application for a binding site plan, the Community Development Department shall forward copies of the application and binding site plan map to the Public Works Department, the Fire Marshal, the Pierce County Assessor’s Office, the Pierce County Public Works Sewer Utility, the Lakewood Water District, any affected public utility agencies, and the Tacoma-County Health Department. The initial review by the departments/agencies of the proposed binding site plan shall be completed within fifteen (15) days, unless, upon the request of the Community Development Department, the applicant consents to an extension of such time period.

2. Each department or official shall either recommend approval, disapproval, or revision of the binding site plan application within the fifteen day initial review period.

3. If returned for revision , the applicant or representative shall submit six prints to the Community Development Department reflecting the required revisions within sixty days after any review comments are provided by the reviewing agencies. Should the applicant require an extension of time to satisfy the requirements that were requested during the initial thirty-day review, additional time may be granted upon written request.

4. Due to the complexity of the proposal, the applicant may desire to request the following to extend the life of the application.

a. Request in writing from the applicant that the application for the proposed binding site plan be placed on hold for due cause. "Due cause" would constitute a situation that was beyond the applicant's controls; i.e., required environmental checklist, Health Department requirement for viewing high water table on the site prior to review for waste disposal, or water availability report required by the State.

The request shall be accompanied by an estimated time line for completion of the required additional material, studies, or review. The hold will be placed upon the application for a specified period of time.

b. Request in writing by the applicant that a time extension would be necessary to provide the reviewing departments the necessary material, documents, and studies, as requested in the initial City review. The Community Development Department may provide a second additional extension, not to exceed one hundred eighty days. A fee may be charged for the extended time, per the fee schedule.

c. Any applicable time limitations for processing an application, including time limits set forth in RCW 36.70B, RCW 58.17, LMC Title 18A, or this Title, shall be tolled while the applicant responds to requests for revision or additional information within the timeframes set forth in this section.

5. The applicant is required to submit the revisions as requested, at the expiration of the allowable time line, along with six prints to the Community Development Department. The reviewing departments shall have a fourteen (14) day review period to consider the revised plans. At the conclusion of the review period, the reviewing department directors or authorized representatives shall recommend approval, approval with conditions, or denial of the binding site plan.

B. Review Criteria~~A.~~

The Community Development Director shall consider and base a decision to approve with or without conditions, deny, or return the application for modifications, based on:

1. Aa finding that the newly created lots or units will continue to function and operate as one site, for fully developed sites; or

2. Ce conformity of the proposed site plan with the adopted rules and regulations listed in Section 17.30.030.A as represented in the approved site development plan, if the binding site plan is being considered with a site development plan.

3.B. The binding site plan shall contain applicable inscriptions or attachments setting forth limitations and conditions to which the plan is subject, including any applicable irrevocable dedications of property and containing a provision requiring that any development of the site shall be in conformity with the approved site plan.

4.C. The Director may modify lot-based or lot line requirements contained with the building, fire and other similar uniform codes adopted by the City.

5D. The Director may authorize sharing of open space, parking, access and other improvements among contiguous properties subject to the binding site plan. Conditions of use, maintenance and restrictions on redevelopment of shared open space, parking,

access and other improvements shall be identified on the binding site plan and enforced by covenants, easements or other similar mechanisms.

~~6E.~~ The decision of the Director ~~shall be final~~ may be appealed to the City's hearing examiner per LMC 18A.02.740.

Section 63: Section 17.30.050 LMC entitled "Recording and Binding Effect" is amended to read as follows:

A. Prior to recording, the approved binding site plan shall be surveyed and the final recording forms shall be prepared by a professional land surveyor, licensed in the state of Washington. Surveys shall include those items prescribed by RCW 58.09.060, records of survey, contents - record of corner, information;

B. The approved binding site plan recording forms shall include the following, in the format prescribed by the Director:

1. Lots designated by number on the binding site plan within the area of the lot. Tracts shall be similarly designated and each tract shall be clearly identified with the ownership and purpose;

2. Signature and stamp of the land surveyor who prepared the binding site plan;

3. Reference to the recording number of the completed survey as required by this section if the boundaries have been previously surveyed;

4. Reference to all agreements or covenants required as a condition of approval;

5. Notarized signatures of all persons having an ownership or security interest in the land being divided;

6. Approval of the ~~City Engineer~~ Engineering Manager;

7. Approval of the Director.

C. The Director shall examine and sign the approved binding site plan if it conforms with the commercial site development permit or the approved site plan and all conditions of approval. Binding site plans shall be recorded with the Pierce County ~~Records and Elections Division~~ Auditor's Office with a record of survey.

D. Lots, parcels, or tracts created through the binding site plan procedure shall be legal lots of record. All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any other person acquiring a lease or other ownership interest of any lot, parcel, or tract created pursuant to the binding site plan.

E. Any sale, transfer, or lease of any lot, tract, or parcel created pursuant to the binding

site plan, that does not conform to the requirements of the binding site plan or without binding site plan approval, shall be considered a violation of chapter 58.17 RCW and shall be restrained by injunctive action and be illegal as provided in chapter 58.17 RCW.

F. Property subject to a binding site plan shall be governed by the terms of approval of the binding site plan, and the statutes and ordinances, and regulations in effect at the time of preliminary approval for a period of one (1) year. Any building permits issued pursuant to a binding site plan shall vest the specific improvement during the period that the building permit is active and valid. After one year, any new improvements shall be subject to the land use regulations and building codes then in effect, unless otherwise specified in the terms of the binding site plan approval.

Section 64: Section 17.30.070 LMC entitled “Administrative Rules,” is amended to read as follows:

As part of the binding site plan approval, the Director may promulgate administrative rules and regulations to implement the provision and the requirements of this chapter the terms of the binding site plan approval with regard to future land uses and development on the subject property.

Section 65: Section 17.34.010 LMC entitled “Applicability,” is amended to read as follows:

17.34.010 – Applicability

Binding site plans are required for residential condominium projects which propose to subdivide (overtly or in effect) land into separate lots. Binding site plans are not required for condominiums which hold the underlying land as a single undivided parcel.

A. This process may be used to divide land by the owner of any legal lot which is to be developed for residential condominiums pursuant to RCW 64.32. A binding site plan for a residential condominium project shall be based on either a recorded final planned unit development, a building permit issued for the entire project, or a conceptual site plan as set forth in Section 17.34.040 of this chapter.

B. This process is separate from other site plan review processes including the mobile home park plan, the planned unit development, and the manufacturing park site plan provisions of the Zoning Code, and shall not be construed to substitute for the requirements of such processes.

Section 66: Section 17.34.020 LMC entitled “Planned Unit Developments,” is repealed as follows:

Whenever a binding site plan for a residential condominium development is proposed on a parcel for which a final planned unit development has been recorded, a copy of the planned unit development site plan shall be recorded as the binding site plan upon verification by the Director that the binding site plan is the same as or contains the relevant details of the planned unit development site plan.

Section 67: Section 17.34.030 LMC entitled “Building Permits,” is retitled, “Binding Site Plan for Approved Residential Project,” and amended to read as follows:

Whenever a binding site plan for a residential condominium development is proposed on a parcel of land for which a building permit has been issued for the entire project, the following must be satisfied prior to recording:

- A. A plan shall be prepared in a form prescribed by the Director which is adequate for permanent retention by the Pierce County ~~Auditor’s Office records and elections division~~.
- B. The plan must be prepared by a registered land surveyor or civil engineer.
- C. The plan must substantially reflect the site plan approved for the building permit. Specific details not relevant to the division of land may be omitted.
- D. The plan must be verified by the ~~D~~irector for compliance with the approved building permit. The Director may require dedication of additional right-of-way for public streets.
- E. The legal description and map must be verified by the ~~City Engineer Engineering Manager~~.

Section 68: Section 17.34.040 LMC entitled “Conceptual Plans,” is amended to read as follows:

Whenever a binding site plan for a residential condominium project is proposed on a parcel of land for which ~~neither a planned unit development nor a building permit a development plan~~ has not yet been approved for the entire parcel, the following ~~must be satisfied prior to recording plans must be submitted with the application~~:

- A. A conceptual site plan shall be prepared in a form prescribed by the Director which includes the following information:
 - 1. Maximum number of dwelling units permitted.
 - 2. Approximate size and location of all proposed buildings.
 - 3. Approximate layout of an internal vehicular circulation system, including proposed ingress and egress.
 - 4. Approximate location of proposed open space, including required landscaped areas, if any.
 - 5. Approximate location of proposed parking areas.
 - 6. Location and size of utility trunk lines serving the site.

7. Topography detailed to five-foot contours.

B. Upon application the Director shall distribute copies to public agencies having pertinent expertise or jurisdiction for review and comment.

C. The Director shall consider, and base his decision to approve with or without conditions, deny or return the binding site plan application on the following:

1. Conformance of the proposed site plan with ~~any approved building permit or planned unit development and any conditions on a portion of the site, and with any~~ applicable codes and ordinances ~~of the State of Washington and the City.~~ The Director shall identify, to the extent feasible, conditions likely to be imposed on building permits related to dedication of right-of-way or open space, and tracts, easements or limitations which may be proposed or required for utilities, access, drainage controls, sanitation, water supply, protection of sensitive areas or other unique conditions or features which may warrant protection of the public health, safety, and welfare. Such preliminary conditions ~~shall may~~ not be binding at the time of building permit approval, unless they would be required for the same project being developed without a binding site plan.

2. The recommendations and comments of agencies having pertinent expertise or jurisdiction.

3. The Director may require dedication of additional road right-of-way pursuant to city ordinance.

D. Additional documents shall be submitted as necessary for review and approval which may include a plat certificate, boundary survey, agreements, easements and covenants.

E. The development plan must be approved and signed by the ~~City Engineer Engineering Manager.~~

F. Prior to recording, the Director shall verify the final plan and any attachments to determine whether the binding site plan is accurate and complete and complies with any conditions ~~of~~ approval. Approval of a conceptual plan ~~does not give will provide~~ the applicant a vested right to build the approved project without regard to subsequent changes in zoning or building codes or other applicable land use regulations for a period of one (1) year from the date of the preliminary approval prior to application for a building permit on the subject property. Any building permits issued pursuant to the approved binding site plan shall vest the specific improvement during the period that the building permit is active and valid. After one year, any new improvements shall be subject to the land use regulations and building codes then in effect unless otherwise specified in the terms of the binding site plan approval. A statement shall be placed on the binding site plan map that notes the vesting status.

Section 69: Section 17.34.060 LMC entitled “Recording,” is amended to read as follows:

The proposed binding site plan approved by the Director shall be recorded with the [Pierce County Auditor’s Office Records and Elections Division](#) within thirty days of approval. Upon recording, the site plan shall be binding on the owner, his heirs and assigns, and shall permit the division of land within the site. Divisions shall only be permitted upon the filing of a declaration under the Horizontal Regimes Act, Chapter 64.32 or 64.34 RCW, provided the structure or structures, road and parking systems, and related facilities substantially conform to the recorded binding site plan.

Section 70: Section 17.34.070 LMC entitled “Amendments and Rescindment,” is amended to read as follows:

A. Amendment of a recorded residential condominium binding site plan shall be accomplished by following the same process as required for a new application as set forth in this chapter.

B. Upon the request of the owner or owners of a legal lot or lots subject to a recorded binding site plan, the Director shall rescind all or a portion of a binding site plan, provided that any portion of a binding site plan which is rescinded shall be considered to be one lot unless divided by an approved subdivision or short subdivision.

C. Signatures of owners of portions of a binding site plan which are not altered by an amendments or rescission are not required on the amended binding site plan or application for rescission.

Section 71: Section 17.38.010 LMC entitled “Purpose,” is amended to read as follows:

The purpose of this Chapter is to clearly delineate the criteria used by City departments to review boundary line adjustments. Boundary line adjustments provide a procedure for ~~minor or insignificant~~ changes in property lines where no new lots, units, or parcels are created. A boundary line adjustment is generally exempt from the provisions of RCW 58.17. intended to apply to minor boundary changes, to correct a controversy regarding the location of a boundary line, or to remedy adverse topographical features. A boundary line adjustment does not apply to boundary changes that would result in increased development or density otherwise regulated by applicable City land use codes and regulations, or to actions requiring replat, amendment, alteration, or vacation of a plat or short subdivision. This Chapter is also intended to insure compliance with the Survey Recording Act.

Section 72: Section 17.38.020 LMC entitled “Scope,” is amended to read as follows:

The boundary lines separating two lots of record may only be adjusted under the provisions of this Chapter. Extinguishing such lot lines or the merger of lots is ~~not also~~ considered a boundary line adjustment subject to the requirements of this Chapter. Actions which change or impair conditions or requirements imposed by previous platting decisions must be accomplished pursuant to the Subdivision Regulations. Boundary line adjustments shall not:

- A. Create any additional lot, tract, parcel, site, or division;
- B. Result in a lot, tract, parcel, site, or division which contains increased density or insufficient area or dimension to meet the minimum requirements for area and dimension as set forth in the land use and health codes and regulations. This provision shall not be construed to require correction or remedy of pre-existing non-conformities or substandard conditions;
- C. Diminish or impair drainage, water supply, existing sanitary sewage disposal, and access or easement for vehicles, utilities, and fire protection for any lot, tract, parcel, site, or division;
- D. Create or diminish any easement or deprive any parcel of access or utilities;
- E. Increase the nonconforming aspects of an existing nonconforming lot;
- F. Replat, alter, or vacate a plat or short subdivision; ~~or~~
- G. Amend the conditions of approval for previously-platted property;:-
- H. Reduce the overall area in a plat or short plat devoted to open space;
- I. Involve lots which do not have a common boundary;
- J. Circumvent the subdivision or short subdivision procedures set forth in this title. Factors which indicate that the boundary line adjustment process is being used in a manner inconsistent with statutory intent include: numerous and frequent adjustments to the existing lot boundary, a proposal to move a lot or building site to a different location, and a large number of lots being proposed for a boundary line adjustment; or
- K. Be inconsistent with applicable city code.

Section 73: Section 17.38.030 LMC entitled “Application,” is amended to read as follows:

- A. Applications for boundary line adjustments shall be made on forms provided by the City Community Development Department and shall be submitted to the Community Development Department with one original ~~Mylar~~ (may be deferred) and five paper

copies of a plan signed and stamped by a professional land surveyor, drawn to scale with accurate dimensions, clearly showing the following information:

1. The proposed lines for all affected lots, indicated by heavy solid lines;
2. The existing lot lines proposed to be changed, indicated by heavy broken lines;
3. The location ~~and dimensions~~ of all structures/improvements existing upon the affected lots and the distance between structure/improvements and the proposed lot/boundary lines;
4. The original legal description of the entire property together with new separate legal descriptions for each parcel, labeling them specifically as Parcel A, Parcel B, etc.;
5. The position of Rebar and caps set at each new property corner;
6. All parcel numbers of affected lots;
7. The location of the property to Quarter/Quarter Section;
8. The location and dimensions of any drain field, easement, or right-of-way existing within or adjacent to any affected lots;
9. The area and dimensions of each lot following the proposed adjustment;
10. The existing, and if applicable, proposed future method of sewage disposal for each affected lot.

B. Zoning Designations shall follow boundary lines of separate lots and parcels. Where a zoning map or comprehensive plan map appears to reflect a division of a ~~separate single~~ lot or parcel into two zoning districts, ~~the zoning district covering the majority of the lot or parcel shall control and shall be the zoning district for the entire parcel.~~ each portion of that lot shall be subject to all the regulations applicable to the district in which it is located; except, lands which fall partially into and partially out of the McChord Air Corridors, as designated in the comprehensive plan, shall be exempt from this interpretation.

C. Where a boundary line adjustment is sought to facilitate development of the affected property, the City shall be entitled to require compliance with the subdivision, zoning, and site development standards of the City as a condition of approval of the boundary line adjustment.

D. The total change(s) in lot size resulting from one or more boundary line adjustments shall not produce a lot smaller than the minimum developable lot size for the zoning district in which the lot is located as of the time of the completion of the boundary line adjustment(s).

~~E. Record of Survey for Boundary Line Adjustments.~~

~~1. The Mylar shall be titled on the top of the page, in large capital letters, as follows:
RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT~~

~~2. A note shall be placed on the Mylar that reads as follows:~~

~~THIS BOUNDARY LINE ADJUSTMENT IS NOT A PLAT, REPLAT, OR SUBDIVISION.~~

~~APPROVAL OF A BOUNDARY LINE ADJUSTMENT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED FOR ANY STRUCTURE OR DEVELOPMENT WITHIN A LOT AFFECTED BY A BOUNDARY LINE ADJUSTMENT.~~

~~3. All requirements of Chapter 58.09 RCW and 332-130 WAC governing minimum standards for land boundary surveys shall be met and a note shall be placed on the Mylar that reads as follows:~~

~~THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW AND 332-130 WAC.~~

~~F. Boundary line adjustment applications shall be submitted to the Community Development Department with a preliminary title report on forms approved by that Department with liability for errors not to exceed the value of the affected lots, as determined by the assessed value on the date of approval. The preliminary title report shall set forth all persons having an interest in the lots affected by the boundary line adjustment. The preliminary title report must be dated no more than 30 days prior to application and must be updated to the date of boundary line adjustment approval, without cost to the City.~~

~~G. The Mylar for recording in the Auditor's Office shall contain all survey information required for a Record of Survey under the "Survey Recording Act", Chapter 58.09 RCW and 332-130 WAC, together with the following additional signature blocks, which shall be fully executed before approval:~~

~~SURVEYOR'S CERTIFICATE~~

~~This map correctly represents a survey made by me or under my direction in conformance with the requirements of Survey Recording Act at the request of on~~

~~, 19~~

~~Certificate Number~~

~~Surveyor~~

~~COMMUNITY DEVELOPMENT DEPARTMENT~~

~~Community Development Director Date~~

~~CITY ASSESSOR-TREASURER~~

~~I hereby certify that all state and city taxes heretofore levied against the property described hereon, according to the books and records of my offices, have been fully paid.~~

~~Deputy Assessor/Treasurer Date~~

~~Reviewed for Segregation~~

~~Deputy Assessor/Treasurer Date~~

~~H. A Free Consent Statement, as shown below, shall be inked on the Mylar. This shall be signed and notarized, prior to submittal, in permanent black ink, by all parties having interest in the property. Owners' names shall also be lettered below the signatures.~~

~~The undersigned agree that the boundary line adjustment set forth herein is made with the free consent and in accordance with the desires of the owners.~~

~~(Black Ink Seal. Paper Press Seals Will Not Be Accepted)~~

~~Notary Seal~~

~~I hereby certify that the above individual(s) signed as a free and voluntary act and deed for the uses and purposes herein mentioned.~~

~~Given under my hand and seal this ____ day of ____, 20__.~~

_____, NOTARY PUBLIC, in and for the State of Washington,
residing at _____.

~~I. An application for a boundary line adjustment shall be accompanied by a non-refundable Planning review fee as set forth in separate Resolution.~~

Section 74: A new Section 17.38.035 LMC entitled "Record of Survey," is created to read as follows:

A. The Plat map shall be titled on the top of the page, in large capital letters, as follows:
RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT

B. A note shall be placed on the plat map that reads as follows:

THIS BOUNDARY LINE ADJUSTMENT IS NOT A PLAT, REPLAT, OR SUBDIVISION.

APPROVAL OF A BOUNDARY LINE ADJUSTMENT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED FOR ANY STRUCTURE OR DEVELOPMENT WITHIN A LOT AFFECTED BY A BOUNDARY LINE ADJUSTMENT.

C. All requirements of Chapter 58.09 RCW and 332-130 WAC governing minimum standards for land boundary surveys shall be met and a note shall be placed on the plat map that reads as follows:

THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW AND 332-130 WAC.

D. Boundary line adjustment applications shall be submitted to the Community Development Department with a preliminary title report on forms approved by that Department with liability for errors not to exceed the value of the affected lots, as determined by the assessed value on the date of approval. The preliminary title report shall set forth all persons having an interest in the lots affected by the boundary line adjustment. The preliminary title report must be dated no more than 30 days prior to application and must be updated to the date of boundary line adjustment approval, without cost to the City.

E. The plat map submitted for recording in the Auditor's Office shall contain all survey information required for a Record of Survey under the "Survey Recording Act", Chapter 58.09 RCW and 332-130 WAC, together with the following additional signature blocks, which shall be fully executed before approval:

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of Survey Recording Act at the request of on _____, 20____.

Certificate Number

Surveyor

COMMUNITY DEVELOPMENT DEPARTMENT

Community Development Director Date

CITY ASSESSOR-TREASURER

I hereby certify that all state and city taxes heretofore levied against the property described hereon, according to the books and records of my offices, have been fully paid.

Deputy Assessor/Treasurer Date

Reviewed for Segregation

Deputy Assessor/Treasurer Date

F. A Free Consent Statement, as shown below, shall be inked on the Plat map. This shall be signed and notarized, prior to submittal, in permanent black ink, by all parties having interest in the property. Owners' names shall also be lettered below the signatures.

-

The undersigned agree that the boundary line adjustment set forth herein is made with the free consent and in accordance with the desires of the owners.

(Black Ink Seal. Paper Press Seals Will Not Be Accepted)

Notary Seal

I hereby certify that the above individual(s) signed as a free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and seal this _____ day of _____, 20__.

*_____, NOTARY PUBLIC, in and for
the State of Washington, residing at _____.*

G. An application for a boundary line adjustment shall be accompanied by a non-refundable Planning review fee as set forth in separate Resolution.

Section 75: Section 17.38.040 LMC entitled “Administrative Review,” is amended to read as follows:

~~An completed~~ application for a boundary line adjustment shall be processed as a Process I permit action. ~~approved, returned to the applicant for modifications, or denied within 30 days of its receipt by the Community Development Department.~~ The Department shall not be considered to be in receipt of a complete application unless and until such time as the applicant meets the requirements of Section 17.38.030, as determined by the Community Development Director or his/her designee.

A. The Community Development Department may forward a copy of the proposed boundary line adjustment to the ~~Engineering/Public Works Department City Engineer, to the Fire Chief Marshal, and to the Tacoma-Pierce Health Department, and or~~ to any other County Department or Division which may be affected.

B. A copy of the proposed boundary line adjustment shall be forwarded to the Assessor-Treasurer's Office. The Assessor-Treasurer's Office shall review the boundary line adjustment for accuracy of legal description, ownership, lot dimensions, and improvements on the lots.

C. The Departments shall review the proposed boundary line adjustment against the purpose and scope described in 17.38.010 and 17.38.020 respectively and submit any comments to the Community Development Department no later than 30 days ~~of date of application from the date of the agency transmittal.~~

D. If the Department of Community Development determines that an application for boundary line adjustment may impair drainage, water supply, existing sanitary sewage disposal, access or easement for vehicles, utilities, or fire protection for any lot, tract parcel, site, or decision, it shall refer the application to the appropriate department for review.

E. Following receipt of the comments of consulted departments under Subsection A. above, but in no case later than ~~30-60~~ days from receipt of completed application, the Director or his/her designee shall approve or deny the requested adjustments.

F. After approval, the applicant's surveyor must record the survey of boundary line adjustment, together with deeds of conveyance signed by parties disclosed in the title report when the adjusted boundary separates different ownerships. If the record of survey

and required deeds of conveyance have not been recorded within 30 days of boundary line approval, the boundary line adjustment shall be null and void.

G. The approval of a boundary line adjustment shall not be a guarantee that future permits will be granted for any structure or development within a lot affected by the boundary line adjustment.

H. An aggrieved person may appeal the Director's decision on a boundary line adjustments to the Hearing Examiner, in accordance with procedures described in [LMC 18A.02.740 City Codes](#). The Hearing Examiner's decision shall be final, ~~unless appealed to the City Council.~~

Section 76: Section 17.42.010 LMC entitled “Record of Proceeding,” is amended to read as follows:

17.42.010 - Record of Proceedings

A summary of all hearings and public meetings before the ~~Hearing~~ Examiner ~~and the Council~~ shall be preserved in a reasonable manner as required by law, which may include a tape recorded record.

The appellant shall be responsible for paying all reasonable costs for transcribing the record of relevant hearings or meetings.

Section 77: A new Section 17.42.045 LMC entitled “Affidavit of Correction,” is created to read as follows:

A. Any map page or document on file with the Pierce County Auditor/Recorder’s Office under the provisions of this title that contains an error in fact or omission may be amended by an affidavit of correction. The following types of errors may be corrected by affidavit:

1. Any bearing, distance or elevation omitted from the recorded document;
2. An error in any bearing, distance or elevation shown on the recorded document;
3. An error in the description of the real property shown on the recorded document;
4. An error in the field location of any shown easement; or
5. Any other error or omission where the error or omission is ascertainable from the data shown on the recorded document.

B. Nothing in this section shall be construed to permit changes in courses, distances or elevations for the purpose of redesigning lot or tract configurations.

C. The affidavit of correction shall contain the seal and signature of the land surveyor making the correction.

D. The affidavit of correction shall set forth in detail the corrections made and show the names of the present fee owners of the property materially affected by the correction. The notarized signatures of the owners shall be required, if deemed necessary by the department.

E. The affidavit of correction form, as provided by the community development department, shall be submitted to the department for review and approval and shall include signatures of the development engineer, the director of the department, and the Pierce County Assessor. After department approval, the affidavit shall be recorded with the Pierce County Auditor's Office Submittals shall include payment of applicable fees.

F. Should a nonsurvey-related error occur on the recorded document as a result of information required to be placed on the document by the department, the department's responsible land surveyor may prepare the affidavit providing the original land surveyor has no objections. The seal and signature of the department's responsible land surveyor making the correction shall be affixed to the affidavit. A copy of the affidavit shall be mailed by the department to the original land surveyor following recording.

Section 78. 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.

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Section 79. 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 4th day of August, 2014.

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)

August 5, 2014.

**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 4th day of August, 2014.

ORDINANCE NO. 591

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Chapters 17.02, 17.06, 17.10, 17.14, 17.18, 17.22, 17.30, 17.34, 17.38, 17.42 and creating Chapters 17.04 and 17.16 of the Lakewood Municipal Code relative to the Subdivision of Land.

Section 1 of the Ordinance provides for amending Section 17.2.010 LMC entitled “City of Lakewood Interim Subdivision Regulations.”

Section 2 of the Ordinance provides for amending Section 17.2.015 LMC entitled “Authority.”

Section 3 of the Ordinance provides for amending Section 17.2.020 LMC entitled “Purpose.”

Section 4 of the Ordinance provides for amending Section 17.2.025 LMC entitled “Applicability.”

Section 5 of the Ordinance provides for amending Section 17.2.030 LMC entitled “Division of Land by Streets or Rights of Way.”

Section 6 of the Ordinance provides for amending Section 17.2.035 LMC entitled “Definitions.”

Section 7 of the Ordinance provides for creating Section 17.2.040 LMC entitled “Subdivisions in Flood Areas.”

Section 8 of the Ordinance provides for creating Section 17.2.045 LMC entitled “Subdivisions Adjacent to State Highways.”

Section 9 of the Ordinance provides for creating Chapter 17.04 LMC entitled “Legal Lots.”

Section 10 of the Ordinance provides for creating Section 17.04.010 LMC entitled “Purpose and Intent.”

Section 11 of the Ordinance provides for creating Section 17.04.020 LMC entitled “Definition.”

Section 12 of the Ordinance provides for creating Section 17.04.030 LMC entitled “Certificate of Land Division Compliance.”

Section 13 of the Ordinance provides for creating Section 17.04.040 LMC entitled “Application.”

Section 14 of the Ordinance provides for creating Section 17.04.050 LMC entitled “Review and Processing Procedures.”

Section 15 of the Ordinance provides for creating Section 17.04.060 LMC entitled “Notice of Violation.”

Section 16 of the Ordinance provides for creating Section 17.04.070 LMC entitled “Non-buildable Lots.”

Section 17 of the Ordinance provides for retitling Chapter 17.06 LMC entitled “Preliminary Plat Procedure – General/Prefiling Procedure -- SEPA,” to read, “Preliminary Plat Procedure – General .”

Section 18 of the Ordinance provides for amending and retitling Section 17.06.010 LMC entitled “Explanation of Prefiling Plat and Final Plat Approval,” to read, “Explanation of Preliminary Plat and Final Plat Approval.”

Section 19 of the Ordinance provides for amending and retitling Section 17.06.020 LMC entitled “Plan Required,” to read “Plans Required.”

Section 20 of the Ordinance provides for amending and retitling Section 17.06.030 LMC entitled “Recommendations on Street, Drainage, Sewer, Water and Fire Systems,” to read “Recommendations on Street, Drainage, Utility and Fire Systems.”

Section 21 of the Ordinance provides for amending Section 17.10.020 LMC entitled “Filing.”

Section 22 of the Ordinance provides for amending Section 17.10.025 LMC entitled “Preliminary Plat.”

Section 23 of the Ordinance provides for amending Section 17.10.030 LMC entitled “Staff Procedure.”

Section 24 of the Ordinance provides for amending and retitling Section 17.10.040 LMC entitled “Notice,” to read, “Notice to Agencies.”

Section 25 of the Ordinance provides for amending Section 17.10.050 LMC entitled “Determination of Completeness.”

Section 26 of the Ordinance provides for creating Section 17.10.060 LMC entitled “Public Notice.”

Section 27 of the Ordinance provides for amending and retitling Section 17.14.010 LMC entitled “Notice of Hearing,” to read, “Review Process.”

Section 28 of the Ordinance provides for amending Section 17.10.020 LMC entitled “Review of Preliminary Plat.”

Section 29 of the Ordinance provides for amending Section 17.14.030 LMC entitled “Required Written Findings and Determinations.”

Section 30 of the Ordinance provides for amending Section 17.14.040 LMC entitled “Time Limitations.”

Section 31 of the Ordinance provides for amending Section 17.14.060 LMC entitled “Appeal of Examiner’s Decision.”

Section 32 of the Ordinance provides for repealing LMC 17.14.070.

Section 33 of the Ordinance provides for repealing LMC 17.14.080.

Section 34 of the Ordinance provides for repealing LMC 17.14.090.

Section 35 of the Ordinance provides for repealing LMC 17.14.100.

Section 36 of the Ordinance provides for repealing LMC 17.14.110.

Section 37 of the Ordinance provides for creating Chapter 17.16 LMC entitled, “Final Plats – Review Procedure.”

Section 38 of the Ordinance provides for creating Section 17.16.010 LMC entitled “Requirement for Each Plat Filed for Record.”

Section 39 of the Ordinance provides for creating Section 17.16.020 LMC entitled “Certificate Giving Description, Statement of Owners, and Dedication Requirements.”

Section 40 of the Ordinance provides for creating Section 17.16.030 LMC entitled “Review of Final Plats.”

Section 41 of the Ordinance provides for creating Section 17.16.040 LMC entitled “Council Review of Final Plats.”

Section 42 of the Ordinance provides for creating. Section 17.18.005 LMC entitled “Conditions of Approval and Construction of Subdivision Infrastructure.”

Section 43 of the Ordinance provides for amending Section 17.18.010 LMC entitled “Dedications.”

Section 44 of the Ordinance provides for amending Section 17.18.020 LMC entitled “Improvements Required.”

Section 45 of the Ordinance provides for amending. Section 17.18.030 LMC entitled “Names and Numbers of Subdivisions, Streets, Blocks and Lots.”

Section 46 of the Ordinance provides for amending Section 17.18.050 LMC entitled “Bonds – Construction and Guarantee.”

Section 47 of the Ordinance provides for retitling. Chapter 17.22 LMC entitled “Short Subdivisions – Large Lot Divisions,” to read, “Short Subdivisions.”

Section 48 of the Ordinance provides for amending Section 17.22.010 LMC entitled “Applicability.”

Section 49 of the Ordinance provides for amending Section 17.22.020 LMC entitled “Filing Procedure and Fee.”

Section 50 of the Ordinance provides for amending and retitling Section 17.22.025 LMC entitled “Short Plat Approval,” to read “Determination of Complete Application”.

Section 51 of the Ordinance provides for amending Section 17.22.035 LMC entitled “Posting Requirements”.

Section 52 of the Ordinance provides for amending Section 17.22.040 LMC entitled “Survey”.

Section 53 of the Ordinance provides for amending Section 17.22.050 LMC entitled “Departmental Review.”

Section 54 of the Ordinance provides for amending Section 17.22.060 LMC entitled “Review Criteria.”

Section 55 of the Ordinance provides for amending and retitling Section 17.22.070 LMC entitled “Summary Approval,” is retitled, “Preliminary Approval.”

Section 56 of the Ordinance provides for creating Section 17.22.095 LMC entitled “Final Short Plat Approval.”

Section 57 of the Ordinance provides for repealing LMC 7.22.110.

Section 58 of the Ordinance provides for amending Section 17.30.010 LMC entitled “Purpose.”

Section 59 of the Ordinance provides for amending Section 17.30.020 LMC entitled “Applicability.”

Section 60 of the Ordinance provides for amending Section 17.30.030 LMC entitled “Complete Application.”

Section 61 of the Ordinance provides for amending and retitling Section 17.30.040 LMC entitled “Determination of Completeness,” to read, “Determination of Complete Application.”

Section 62 of the Ordinance provides for amending and retitling Section 17.30.045 LMC entitled “Approval,” to read, “Review and Approval.”

Section 63 of the Ordinance provides for amending Section 17.30.050 LMC entitled “Recording and Binding Effect,”

Section 64 of the Ordinance provides for amending Section 17.30.070 LMC entitled “Administrative Rules.”

Section 65 of the Ordinance provides for amending Section 17.34.010 LMC entitled “Applicability.”

Section 66 of the Ordinance provides for repealing LCM 17.34.020.

Section 67 of the Ordinance provides for amending and retitling Section 17.34.030 LMC entitled “Building Permits,” to read, “Binding Site Plan for Approved Residential Project.”

Section 68 of the Ordinance provides for amending Section 17.34.040 LMC entitled “Conceptual Plans.”

Section 69 of the Ordinance provides for amending Section 17.34.060 LMC entitled “Recording.”

Section 70 of the Ordinance provides for amending Section 17.34.070 LMC entitled “Amendments and Rescindment.”

Section 71 of the Ordinance provides for amending Section 17.38.010 LMC entitled “Purpose.”

Section 72 of the Ordinance provides for amending Section 17.38.020 LMC entitled “Scope.”

Section 73 of the Ordinance provides for amending Section 17.38.030 LMC entitled “Application.”

Section 74 of the Ordinance provides for creating Section 17.38.035 LMC entitled “Record of Survey.”

Section 75 of the Ordinance provides for amending Section 17.38.040 LMC entitled “Administrative Review.”

Section 76 of the Ordinance provides for amending Section 17.42.010 LMC entitled “Record of Proceeding.”

Section 77 of the Ordinance provides for creating Section 17.42.045 LMC entitled “Affidavit of Correction.”

Section 78 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 79 of the Ordinance provides that this Ordinance shall take effect shall take place thirty (30) days after its publication or publication of a summary of its intent and contents.

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

Alice M. Bush, MMC, City Clerk

Published in the Tacoma News Tribune: _____

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: August 4, 2014	TITLE: AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Sections 18A.20.900, 18A.90.200 of the Lakewood Municipal Code (LMC); and creating Sections 18A.70.320, 18A.70.321, 18A.70.322, 18A.70.323 LMC; relating to boarding houses.	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 592 <input type="checkbox"/> RESOLUTION NO. <input type="checkbox"/> MOTION NO. <input type="checkbox"/> OTHER
REVIEW: July 28, 2014		
ATTACHMENTS: Draft Ordinance		

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

RECOMMENDATION: It is recommended that the Mayor and City Council adopted the attached Draft Ordinance setting in place new regulations for boarding houses and amending the definition of “Family.”

DISCUSSION: At the previous City Council Study Session, there was considerable discussion on the standards pertaining to what was referred to as communal residences. The draft regulations required different types of permits depending on the number of unrelated individuals residing in a single family structure. For two or less, zoning certification was required (ministerial act). Up to three, an administrative use permit application would be filed to be approved by the community development director, and for four or more, the property owner would have to obtain a conditional use permit (CUP). The CUP process requires a public hearing and approval by the Hearing Examiner. *(Please see next page.)*

ALTERNATIVE(S):

1. Do not adopt the Draft Ordinance.
2. Amend the Draft Ordinance with the approval of a majority of the City Council. If amendments are proposed, it may require the City staff to return with another amended Draft Ordinance since the topic at-hand is technical in nature. Depending on the complexity of the amendments, it may further require City staff to check on internal consistency with other land use, building code, and development regulations.

FISCAL IMPACT: The Draft Ordinance has no material impact on the City’s General Fund budget.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

DISCUSSION, CONTINUED:

Both the staff and the City Council were struggling with the zoning certification standard for two or less persons residing in a communal residence. There were no comments on the changes in the “Family” definition.

Following the meeting, staff revisited Bellevue’s and Auburn’s regulations, in addition to checking with other sources. It was determined that City staff could draft a more defensible regulation, and, therefore, the Draft Ordinance which was presented to the City Council previously has been amended. The most recent version is attached – it has three changes:

1. At Section 4 (Proposed LMC 18A.20.322), two provisions were deleted – zoning certification and the administrative use permit requirement; and it is rewritten such that a boarding house of four or more is subject to the process III application type (conditional use permit).
2. Also at Section 4, the business license requirement has been moved to (E)(4).
3. All references to “communal housing,” are now “boarding houses,” and the definition has been moved accordingly. The term communal housing is one that is unfamiliar to some, and in other parts of the country it has a specific meaning. It is also referred to as co-housing. A more familiar term, however, is boarding house. It was believed that this term would be more understandable to the public at-large.

ORDINANCE NO. 592

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Sections 18A.20.900, 18A.90.200 and of the Lakewood Municipal Code (LMC); and creating Sections 18A.70.320, 18A.70.321, 18A.70.322, 18A.70.323 LMC; relating to boarding houses.

WHEREAS, the Planning Advisory Board promulgated PAB Resolution 2014-1 in favor of communal housing regulations, and in doing so, made the following determinations, which the City Council adopts:

- there exists the potential that existing single family residences could be converted into boarding houses; and
- such conversions, if not properly regulated, can: 1) increase density above the limitations set forward in the underlying zoning district; 2) violate construction code standards; 3) result in a general decline in property maintenance; 4) increase traffic volumes, and speeding in general; and
- draft regulations were promulgated and referred to as the communal housing regulations which includes a revised definition for the term “family;” and
- these draft regulations were submitted to the Planning Advisory Board on January 15, 2014, and May 21, 2014; and
- the draft regulations were reviewed for compliance with the State Environmental Policy Act, and such regulations were deemed not have a significant impact on the environment; and
- the Lakewood Planning Advisory Board conducted a Public Hearing on May 21, 2014; considered public testimony through the Public Hearing process; and deliberated on the proposed regulations.

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

Section 1: Section 18A.20.900 LMC entitled “Accessory Use Category - Land Use Types and Levels,” is amended to read as follows:

The Accessory use category includes those uses which are customarily and routinely found in conjunction with, and which are clearly incidental and secondary to, other listed uses, except as may be specifically limited by use levels otherwise listed herein.

A. Residential Accessory. Uses accessory to a primary permitted residential use or in conjunction with a residential use requiring a discretionary permit, subject to LMC 18A.50.140, Residential Accessory Buildings, and all applicable construction permits.

1. Accessory dwelling unit, subject to the provisions of LMC 18A.70.310.

2. Boarding Houses, subject to the provisions of LMC 18.70.320.

23. Private docks and mooring facilities as regulated by applicable shoreline management regulations.

34. Storage.

a. Attached carports or garages for the sole use of occupants of premises and their guests, for storage of personal household goods and motor, recreational, and sporting vehicles.

b. Detached carports or garages are allowed in conjunction with an approved access and driveway.

c. In addition to attached carports or garages, detached carports, garages, and other accessory buildings and structures such as hobbyist greenhouses and storage buildings for personal household goods and yard maintenance equipment, but excluding accessory dwelling units, are allowed.

45. Outdoor storage of two (2) recreational/sporting/utility vehicles, subject to LMC 18A.50.145, Outdoor Storage of Recreational, Utility and Sporting Vehicles Accessory to Residential Uses.

56. Home occupations and limited home occupations, subject to the provisions of LMC 18A.70.200.

67. Minor maintenance of a vehicle owned by a resident or a relative of a resident of the site on which the activity is performed, where the activity is not performed for pay or the exchange of goods or services, and subject to the provision of LMC 18A.50.155, Vehicle Service and Repair Accessory to Residential Uses.

78. Hobbyist crop or flower gardens which are non-commercial and serve one (1) or more neighborhood homes on an informal, cooperative basis, as distinguished from Outdoor Recreation uses.

89. Civic use types, limited to “pea patch” or community gardens, “tot lots,” private parks and open space set-asides. May include private, on-site composting facility with less than ten (10) cubic yards’ capacity.

910. On-site underground fuel storage tanks to serve a residential use.

~~1011.~~ Antennae and satellite dishes for private telecommunication services, subject to specific standards, including siting criteria, set forth in LMC 18A.70.600, Wireless Telecommunications Facilities.

~~112.~~ Decks and patios.

~~1213.~~ Non-commercial recreational facilities and areas, indoor and outdoor, including swimming pools and tennis courts, for exclusive use by residents and guests.

~~1314.~~ On-site soil reclamation in accordance with state regulations.

~~1415.~~ Retaining walls, freestanding walls, and fences.

~~1516.~~ Yard sales.

~~1617.~~ Eating and Drinking Establishment Level 1, limited to ice cream trucks but excluding their storage.

~~1718.~~ Continuation of equestrian uses, which are accessory to a single-family dwelling, already legally existing within the zone at the time of adoption of this title. Maintenance, repair and replacement of existing equestrian structures shall be permitted.

Section 2: A new Title-only Section 18A.20.320 LMC entitled “Boarding Houses,” is created.

Section 3: A new Section 18A.20.321 LMC entitled “Purpose – Boarding Houses,” is created to read as follows:

The purpose of the boarding house regulations is to address issues related to rental housing primarily located in single family residential zones. If not properly regulated, this rental practice can increase density above the limitations set forward in the underlying zoning district; result in a general decline in property maintenance; and increase traffic volumes, and traffic and speeding in general.

Section 4: A new Section 18A.20.322 LMC entitled “Applicability – Boarding House,” is created to read as follows:

A. Boarding houses are allowed in Single-Family Residential zoning districts upon the issuance of a conditional use permit, and subject to the requirements of this chapter:

1. A Boarding House housing more than four (4) unrelated individuals is a Process III application type (conditional use permit) and subject to all the procedural requirements applicable to this application type.

2. Applications for a Boarding House shall be on the form prescribed by the Community Development Department and shall include all of the information and materials required by the application form.

3. Applications for a Boarding House shall be filed with the Community Development Department.

Section 5: A new Section 18A.20.323 LMC entitled “Standards – Boarding House” is created to read as follows:

A. Parking Requirements.

1. At a minimum there must be one (1) off-street parking stall per occupant. A owner may reduce the off-street parking requirement if an affidavit is signed that an occupant does not own a vehicle.

B. Solid Waste Management Regulations.

1. All occupied units shall have minimum garbage service as prescribed by the City pursuant to Title 13 LMC.

2. The owner is responsible to provide each occupant with the solid waste connection schedule and that schedule is to be posted within the unit as approved by the City.

C. International Property Maintenance Code. Pursuant to Title 15A LMC, International Property Maintenance Code occupancy requirements are applicable to a boarding house regardless of the number of individuals living in the residence.

D. Amortization Schedule. Existing boarding houses have until December 31, 2015 to become compliant with the regulations outlined in this Title and Title 5 as it pertains to boarding house.

E. Additional Standards. The following additional standards are required to be met for any boarding house housing over four (4) unrelated individuals excluding Types 1, 2, 3, and 4 Group Homes as defined in LMC 18.20.300, Use Types and Levels; hotels and motels as defined in LMC 18A.90.200; and excluding state-licensed foster homes, in addition to the criteria for a conditional use permit under LMC 18A.10.230.

1. Adequate living space based on the International Property Maintenance Code standards will be taken into account when a request for more than four (4) unrelated individuals is requested.

2. A designated property manager that is available twenty-hour (24) hours a day, seven (7) days a week is required.

3. The request for more than four (4) unrelated individuals will not adversely impact the surrounding community.

4. General Business License Required. A boarding house falling under this subsection is deemed a business activity and is subject to the requirements of Chapter 5.02 LMC.

5. The applicant must adhere to the provisions of the City's noise control regulations found in LMC 8.36.010.

Section 6: Section 18A.90.200 LMC entitled "Definitions" is amended to read as follows:

ABANDON OR ABANDONMENT OF WIRELESS TELECOMMUNICATIONS FACILITIES (WTF). Means:

- a. to cease operation for a period of sixty (60) or more consecutive calendar days;
- b. to reduce the effective radiated power of an antenna by seventy five (75) percent for sixty (60) or more consecutive calendar days unless new technology or the construction of additional cells in the same locality allows reduction of effective radiated power by more than seventy five (75), so long as the operator still serves essentially the same customer base;
- c. to relocate an antenna at a point less than eighty (80) percent of the height of an antenna support structure; or,
- d. to reduce the number of transmissions from an antenna by seventy five (75) percent for sixty (60) or more consecutive calendar days; Provided that non-operation or reduced operation for a period of sixty (60) or more consecutive calendar days to facilitate maintenance, re-design or other changes about which the City was notified in advance shall not constitute abandonment.

ABSENTEE OWNER. Any real property owner(s) who customarily resides some place other than the property (whether an estate or business) in question.

ABUTTING. Lots sharing common property lines.

ACCESS. The way or means by which pedestrians and vehicles enter and leave property.

ACCESSORY BUILDING - A detached subordinate building, the use of which is customarily incidental to that of the principal building or to the principal use of the land and which is located on the same tract with the principal building or use.

ACCESSORY DWELLING UNIT (ADU). A habitable dwelling unit added to, created within, or detached from and on the same lot with a single-family dwelling that provides basic requirements for living, sleeping, eating, cooking, and sanitation.

ACCESSORY LIVING QUARTERS. A single residential dwelling unit that is an attached or detached part of a commercial or manufacturing building, and which is incidental to the commercial or manufacturing use.

ACCESSORY STRUCTURE. A structure either attached or detached from a principal building and located on the same lot and which is customarily incidental and subordinate to the principal building or use.

ACCESSORY USE. A use of land or of a building customarily incidental and subordinate to the principal use of the land or building and located on the same lot with the principal use.

ACTIVITIES OF DAILY LIVING (ADL) ASSISTANCE. Provision of personal care services in a state-licensed boarding home for assisted living consisting of at least minimal assistance with the following:

a. Bathing. Reminding or cuing to wash and dry all areas of the body as needed, stand-by assistance getting into and out of the tub or shower, and physical assistance in steadying the resident during the activity; and

b. Dressing. Reminding or cuing to put on, take off, or lay out clothing, including prostheses when the assistance of a licensed nurse is not required; stand-by assistance during the activity; and physical assistance limited to steadying the resident during the activity; and

c. Eating. Reminding or cuing to eat and drink; and physical assistance limited to cutting food up, preparing food and beverages, and bringing food and fluids to the resident; and

d. Personal hygiene. Reminding and cuing to comb hair, perform oral care and brush teeth, shave, apply makeup, and wash and dry face, hands and other areas of the body; stand-by assistance during the activity; and physical assistance limited to steadying the resident during the activity; and

e. Transferring. Reminders or cuing to move between surfaces, for example to and from the bed, chair and standing; stand-by assistance during the activity; and physical assistance limited to steadying the resident during self-transfers; and

f. Toileting. Reminders and cuing to toilet, including resident self-care of ostomy or catheter, to wipe and cleanse, and to change and adjust clothing, protective garments and pads, stand-by assistance during the activity; and physical assistance limited to steadying the resident during the activity; and

g. Mobility. Reminding or cuing to move between locations on the boarding home premises; stand-by assistance during the activity; and physical assistance limited to steadying the resident during the activity.

ADEQUATE PUBLIC FACILITIES. Adequate public facilities means facilities which have the capacity to serve development without decreasing levels of service below locally established minimums.

ADJACENT. Lots located across a right-of-way, railroad or street, except limited access roads.

ADMINISTRATIVE USE PERMIT. A written decision granted by the Community Development Director to authorize the development or operation of a proposed land use activity subject to special degrees of control.

AGRICULTURAL USE. Land primarily devoted to the commercial production of dairy, apiary, furbearing, vegetable, or animal products or of grain, hay, straw, turf, seed, fin fish, or livestock, and that has long-term commercial significance for agricultural production.

AIRPORT. Any land area, runway or other facility designed, used or intended to be used either publicly or by any person or persons for the landing and taking off of aircraft, including all

necessary taxiways, aircraft storage and tie-down areas, hangars, and other necessary buildings and open spaces.

ALLEY. A public or private way not more than 30 feet wide at the rear or side of property affording only secondary means of vehicular or pedestrian access to abutting property.

ALTERATION, STRUCTURAL. Any change or repair which would tend to prolong the life of the supporting members of a building or structure, such as alteration or bearing walls, foundation, columns, beams, or girders. In addition, any change in the external dimensions of the building shall be considered a structural alteration.

AMATEUR RADIO STATION OPERATORS OR RECEIVE-ONLY ANTENNAS. Any tower or antenna that is under 70 feet in height and is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive-only antennas.

AMENDMENT. Amendment means a change in the wording, context, or substance of this code or the comprehensive plan; a change in the zoning map or comprehensive plan map; a change to the official controls of City code; or any change to a condition of approval or modification of a permit or plans reviewed or approved by the Community Development Director or Hearing Examiner.

ANCHOR. The device to which tie-downs are secured or fastened having a holding power of not less than 4,800 pounds. They include, but are not necessarily limited to, screw auger, expanding or concrete deadmen type anchors, and are to be constructed as to accommodate "over the top" and "frame" type tie-downs, used singly or in conjunction.

ANTENNA HEIGHT OR HEIGHT. When referring to a tower or other Wireless Telecommunications Facilities (WTF), the vertical distance measured from the finished grade of the parcel at the base of the tower pad or antenna support structure to the highest point of the structure even if said highest point is an antenna. If the support structure is on a sloped grade, then the average between the highest and lowest grades shall be used in calculating the antenna height.

ANTENNA SUPPORT STRUCTURE. Any pole, telescoping mast, tower, tripod, or other structure which supports a device used in the transmitting or receiving of radio frequency signals.

ANTENNA. Any exterior apparatus designed for telephonic, radio, data, Internet, or television communications through the sending and/or receiving of electromagnetic waves, and includes equipment attached to a tower or building for the purpose of providing telecommunications services.

ANTIQUA DEALER. Any person engaged, in whole or in part, in the business of selling antiques.

ANTIQUES. Works of art, pieces of furniture, decorative and household objects, and other such collectibles possessing value or commercial appeal owing to their being made during an earlier period.

APARTMENT. A dwelling unit in a multifamily building.

APPEAL. A request for review of the Community Development Director's decision concerning matters addressed by the Ordinance to the Planning Advisory Board or a review of the Hearing Examiner's decision to the City Council.

APPLICANT FOR WIRELESS TELECOMMUNICATIONS FACILITIES (WTF). Any provider or any person, partnership, or company who files an application for any permit necessary to install, maintain, or remove a WTF within the city.

APPLICANT. Any person who makes an application to the City of Lakewood for a development permit.

ARCADE. A linear pedestrian walkway that abuts and runs along the facade of a building. It is covered, but not enclosed, and open at all times to public use. Typically, it has a line of columns along its open side. There may be habitable space above the arcade.

ARCHAEOLOGICAL RESOURCES. Districts, sites, building, structures, and artifacts with material evidence of prehistoric human life and culture.

ARCHITECTURAL BARRIERS. Constructed structures such as walls, signs, rockeries, drainage swales or similar constructed features that impact the required landscape areas.

ARCHITECTURAL CHARACTER. The architectural character of a building is that quality or qualities that make it distinctive and that are typically associated with its form and the arrangement of its architectural elements. For example, a prominent design feature may convey the architectural character of a structure. Examples are a distinctive roofline, a turret or portico, an arcade, an elaborate entry, or an unusual pattern of windows and doors.

ARCHITECTURAL ELEMENTS. The elements that make up an architectural composition or the building form, which may include such features as the roof form, entries, an arcade, porch, columns, windows, doors and other openings. "Architectural elements" is used interchangeably with "architectural features" in this chapter.

ARCHITECTURAL SCALE. The perceived height and bulk of a building relative to other forms in its context. Modulating facades and other treatments may reduce a building's apparent height and bulk.

AREA OF SHALLOW FLOODING. A designated AO or AH zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one (1) to three (3) feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident.

AREA OF SPECIAL FLOOD HAZARD. The land in the floodplain subject to a one (1) percent or greater chance of flooding in any given year.

AT-RISK TIME IN THE COMMUNITY. The total time, since first being housed in a Type 4 Group Home located within Lakewood, that a person has resided in the community. This includes any time spent in a Type 4 Group Home, whether in Lakewood or elsewhere, as well as any time residing in the community whether or not under DOC supervision. At-risk time in the community does not include any time spent in confinement whether in a jail, prison, pre-release or work camp. Time spent in such facilities shall be tolled for the purpose of calculating summary recidivism rates.

AUTO WRECKING YARD. Any property where two (2) or more motor vehicles not in running condition, or the parts thereof, are stored in the open and are not being restored to operation; or any land, building or structure used for the wrecking or storing of such motor vehicles or the parts thereof.

AUTOMOBILE AND OTHER VEHICLE SALES AREA. An open area, other than a street, used for the display, sale or rental of two (2) or more new or used motor vehicles or trailers and where no repair work is done except minor incidental repair of motor vehicles or trailers to be displayed, sold or rented on the premises.

AUTOMOBILE BODY REPAIR. Those establishments primarily engaged in furnishing automotive vehicle bodywork and painting.

AUTOMOBILE SERVICE STATION OR GAS STATION. A building or lot having pumps and storage tanks where fuels, oils or accessories for motor vehicles are dispensed, sold or offered for sale at retail only, repair service is incidental and no storage or parking space is offered for rent.

AUTOMOBILE WRECKING OR MOTOR VEHICLE WRECKING. The dismantling or disassembling of motor vehicles or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked motor vehicles or their parts.

AWNING. A shelter extending from the exterior wall of a building for the purpose of shielding a doorway or window from the elements and composed of non-rigid materials except for the supporting framework.

AXIAL SYMMETRY. The similarity of form or arrangement on either side of a dividing line or plane through the center of an object.

BACKHAUL NETWORK. The lines that connect a provider's wireless telecommunications facilities to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.

BALCONY. An outdoor space built as an above ground platform projecting from the wall of a building and enclosed by a parapet or railing.

BARN. A structure used for the storage of farm products, feed, and for housing farm animals and light farm equipment.

BASE FLOOD. The flood having a one (1) percent chance of being equaled or exceeded in any given year.

BASEMENT. That portion of a building between floor and ceiling, which is partly below and partly above grade, but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

BAY WINDOW. A window that protrudes from the main exterior wall. Typically, the bay contains a surface that lies parallel to the exterior wall, and two (2) surfaces that extend perpendicular or diagonally from the exterior wall.

BEACH ACCESS, PUBLIC OR PRIVATE. Trails or roads that provide access for the public to the beach.

BED AND BREAKFAST. A lodging facility comprised of a single residential structure containing up to six units of small-scale temporary lodging which provides a single meal and where the proprietors of the service reside in the structure.

BIOSOLIDS. Municipal sewage sludge that is a primarily organic, semisolid product resulting from the wastewater treatment process, and septage that can be beneficially recycled and meets all applicable health regulations.

BLANK WALLS. Walls subject to “blank wall” requirements are any ground-level wall over six feet in height measured from finished grade at the base of the wall, and longer than fifty (50) feet measured horizontally. A wall subject to the requirement does not have any significant building feature, such as a window, door, modulation or articulation, or other special wall treatment within that fifty (50) foot section.

BLOCK. All land along one (1) side of a street that is between two (2) intersections or intercepting streets, or interrupting streets and a railroad right-of-way, or unsubdivided land or water course.

BOARD. The Planning Advisory Board.

BOARDING HOUSE. A single family dwelling, without an owner occupant, that is rented to a group of unrelated individuals. A boarding house excludes Types 1, 2, 3, and 4 Group Homes as defined in LMC 18.20.300, Use Types and Levels; hotels and motels as defined in LMC 18A.90.200, and excludes state-licensed foster homes.

BOAT RAMP OR LAUNCH. An improved sloped surface extending from a shoreland area into an aquatic area suitable for removing a boat from the water and launching a boat into the water from a trailer.

BOATHOUSE, PRIVATE. An accessory building, or portion of a building, which provides shelter and enclosure for a boat or boats owned and operated only by the occupants of the premises, and which boathouse is erected on a pier or wharf and/or over a dock or docking slip.

BUILDING COVERAGE. The measurement of the gross footprint of all the structures, to include accessory and exempt structures, on a lot. The gross footprint includes all structural elements and projections of a building and includes, but is not limited to; eaves, projections, decks, balconies, elevated patios, breezeways, or canopies.

BUILDING DIVISION. The Building Division of the City of Lakewood Community Development Department.

BUILDING FACADE OR FACADE. The visible wall surface, excluding the roof, of a building when viewed from a public right-of-way or adjacent property. If more than one (1) wall is predominately visible, the walls may be considered one (1) facade for the purposes of signage. A building facade is measured in gross square feet (gsf) and does not include roof area.

BUILDING HEIGHT. The vertical distance from the average of the elevation of the natural, undisturbed topography or the pre-existing grade at all corners of a proposed structure to the highest point of the structure, in accordance with LMC 18A.50.130, Height Standards.

BUILDING LINE. A line on the comprehensive plan, zoning map, or plat, parallel to the street right-of-way, indicating the limit beyond which buildings or structures may not be erected, or the minimum distance as prescribed by the provisions of this ordinance.

BUILDING OR OCCUPANCY FRONTAGE. The length of that portion of a building or ground floor occupancy which abuts a street, publicly used parking area or mall appurtenant to such building or occupancy, expressed in lineal feet and fractions thereof.

BUILDING, ATTACHED. A building or structure attached to another building or structure by an enclosed interior wall or walls and covered by a roof in common with both structures. A structure connected to another building or structure only by a roof or only by a wall is not considered attached.

BUILDING, DETACHED. A building or structure sharing no common wall with another structure, and generally surrounded by open space on the same lot. A structure connected to another building or structure only by a roof or only by a wall is considered to be a detached building.

BUILDING, PRINCIPAL. A building devoted to the principal use of the lot on which it is situated.

BUILDING. Any structure having a roof supported by columns or walls used or intended to be used for the shelter or enclosure of persons, animals or property of any kind.

BULKHEAD. A vertical wall of steel, timber or concrete used for erosion protection or as a retaining wall.

BUSINESS. The purchase, sale, or other transaction involving the handling or disposition of any article, service, substance, or commodity for livelihood or profit; or the management of office buildings, offices, recreational or amusement enterprises; or the maintenance and use of buildings, offices, structures, and premises by professions and trades rendering services.

CAMOUFLAGE. To disguise, hide, or integrate with an existing or proposed structure or with the natural environment so as to be significantly screened from view.

CAMPSITE. A space provided in a campground or recreational vehicle (RV) park which usually contains a table, stove, parking spur and space for a tent to accommodate a one-family group.

CANOPY. A permanent, cantilevered extension of a building that typically projects over a pedestrian walkway abutting and running along the facade of a building, with no habitable space above the canopy. A canopy roof is comprised of rigid materials.

CAR WASH. Mechanical facilities for the washing or waxing and vacuuming of automobiles, light trucks, and vans.

CARETAKER HOME. An on-site residential dwelling unit of up to two thousand (2,000) square feet providing living accommodations for an individual, together with his/her family, who is employed as a caretaker for a private home, public recreational or community facility, or commercial or industrial establishment. Caretaker units may not be a temporary structure or recreational vehicle and may not remain in residential use if no longer used for caretaker residence.

CARPORIT. A covered automobile structure open on one (1) or more sides, with direct driveway access for the parking stall(s). A carport may be integrated with, or detached from the primary structure. An attached carport shall have common wall construction with the primary structure.

CARRYING CAPACITY. The level of development density or use an environment is able to support without suffering undesirable or irreversible degradation.

CATTERY. An enclosure or structure in which any combination of six or more cats that individually exceed seven months of age are kept for breeding, sale, or boarding purposes.

CELL SITE OR SITE. A tract or parcel of land that contains wireless telecommunications facilities including any antenna, support structure, accessory buildings, and parking, and may include other uses associated with and ancillary to Wireless Telecommunications Facilities (WTF).

CEMETERIES. Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbiums, mausoleums and mortuaries, when operated in conjunction with and within the boundary of such cemetery.

CERTIFICATE OF CAPACITY. A document issued by a service provider indicating the quantity of capacity that has been reserved for a specific development project on a specific property.

CHANGE OF USE. A change of use shall be determined to have occurred when it is found that the general character of the use in question has been modified. This determination shall include review of but not be limited to: hours of operation, materials processed or sold, required parking, traffic generation, impact on public utilities, clientele, general appearance and location or a change in use type.

CITY MANAGER. The Administrative Director of the City of Lakewood or his/her designee.

CIRCULATION. The movement or flow of traffic from one place to another through available routes. Traffic includes a variety of modes of travel including pedestrian, motor vehicle and non-motorized methods such as bicycles.

CLEAR-VISION AREAS. A triangular area at intersections or public drives where visual obstructions are to be kept clear as directed by the City Engineer.

CLOSED RECORD APPEALS. Administrative appeals under Chapter 36.70B RCW which are heard by the City Council or Hearing Examiner, following an open record hearing on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appellate arguments allowed.

CLUSTER DEVELOPMENT. A development technique wherein home sites or structures are grouped together, with the remainder of the tract left in open space or common open space.

COFFEE KIOSK A coffee kiosk is a small stand-alone structure that provides drive-through service of limited food and beverage items. Coffee kiosks shall not include structures with cooking facilities that require a Type I hood, provide indoor customer seating, or exceed 400 square feet in size.

CO-GENERATION. The simultaneous production of electricity and heat energy. The heat is normally used onsite for industrial processes, space or water heating, or production steam. The electric power may be used onsite or distributed through the utility grid, or both. Co-

generation units are normally fired with natural gas, but also may be fueled by oil, biomass or other fuels.

COHABITANTS. A group not more than five (5) persons not meeting the definition of “family,” living together as a single housekeeping group in a dwelling unit.

COLLOCATION OF Wireless Telecommunications Facilities (WTF). The use of a WTF by more than one (1) service provider.

COMBINED USE BUILDING. Residential use types in combination with other use types.

COMMERCIAL ACTIVITY. Any activity carried out for the purpose of financial gain for an individual or organization, whether profit or non-profit.

COMMERCIAL VEHICLE. Any motorized vehicle over six thousand (6,000) gvw, including, but not limited to, a van, truck, truck trailer, utility trailer, tractor, grading machine, bulldozer, scraper, boat, motorized crane, or other construction equipment that is used in the operation of a business or in construction, road grading, or logging activities.

COMMON OPEN SPACE. A parcel of land or an area of water or a combination of land and water within a site designed or developed and intended primarily for the use or enjoyment of the residents of such development.

COMMUNITY DEVELOPMENT DIRECTOR. The Director of the Community Development Department of the City of Lakewood or his/her designee.

COMPREHENSIVE PLAN. The document, including maps, adopted by the City Council which outlines the City’s goals and policies relating to management of growth and prepared in accordance with Ch. 36.70A RCW. The term also includes any adopted subarea plans prepared in accordance with Ch. 36.70A RCW.

CONCURRENCY. Ensuring that adequate public improvements or strategies are in place at the time of development, and the ability and financial commitment of the service provider to expand capacity or maintain the level-of-service for new development through capital improvements within a six year period as noted in the Transportation Capital Improvement Plan.

CONDITIONAL USE. A use conditionally permitted in a zoning district as defined by this code but which, because of characteristics particular to each such use, size, technological processes, equipment or, because of the exact location with respect to surroundings, streets, existing improvements, or demands upon public facilities, requires a special degree of control to determine if uses can be made compatible with the comprehensive plan, adjacent uses, and the character of the vicinity.

CONDOMINIUM. Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners

of those portions. Real property is not a condominium unless the undivided interest in the common elements are vested in the unit owners, and unless a declaration and a survey map and plans have been recorded. Condominiums must meet all provisions of Chapter 64.34 RCW.

CONSTRUCTED WETLANDS. Wetlands that are intentionally created on sites that are not wetlands for the primary purpose of wastewater or stormwater treatment. Constructed wetlands are normally considered as part of the stormwater/wastewater collection and treatment system and must be maintained, but are not the same as wetlands created for mitigation purposes, which are typically viewed in the same manner as natural, regulated wetlands.

CONTIGUOUS. Bordering upon, to touch upon, or in physical contact with.

CORRECTIONAL FACILITIES. Facilities for holding persons in custody or in detention, including county jails, state prisons, juvenile detention facilities, pre-release facilities, work release facilities, and other facilities to which a person may be incarcerated upon arrest or pursuant to sentencing by court.

COURTYARD, INTERIOR COURT. A space, open and unobstructed to the sky, located at or above grade level on a lot and bounded on three (3) or more sides by walls of a building.

COURTYARD. A courtyard is an open space usually landscaped, which is enclosed on at least three (3) sides by a structure or structures.

CROP AND TREE FARMING. The use of land for horticultural purposes.

CURB CUT. A curb cut is a depression in the curb for a driveway to provide vehicular access between private property and the street.

CURB LEVEL. Curb level for any building means the level of the established curb in front of such building measured at the center of such front. Where no curb elevation has been established, the mean elevation of the finished lot grade immediately adjacent to a building shall be considered the curb level.

DANGEROUS WASTE. Any discarded, useless, unwanted, or abandoned substances including, but not limited to, certain pesticides, or any residues or containers of such substances which are disposed of in such quantity or concentration as to pose a substantial present or potential hazard to human health, wildlife, or the environment because such wastes or constituents or combinations of such wastes: have short-lived, toxic properties that may cause death, injury, or illness or have mutagenic, teratogenic, or carcinogenic properties; or are corrosive, explosive, flammable, or may generate pressure through decomposition or other means. Includes wastes designated in WAC 173-303-070 through 173-303-103 as dangerous wastes.

DAYCARE CENTER. A daycare facility which operates in a place other than a residence, with no limitation as to the number of clients.

DAYCARE FACILITY. A building or structure in which care is regularly provided for a group of children or adults for periods of less than twenty-four (24) hours. Day care facilities include family day care homes and day care centers regulated by the Washington State Department of Social and Health Services or successor agency, as presently defined and as may be hereafter amended (RCW 74.15, WAC 388-73-422).

DAYCARE, HOME. A daycare facility which operates in the provider's residence and is subject to a limitation on the number of clients.

DAYCARE, HOME-BASED. A daycare facility with no more than twelve (12) persons in attendance at any one time in the provider's home in the family living quarters, including immediate family members who reside in the home.

DECIBEL. A unit of measurement of the intensity (loudness) of sound. Sound level meters which are employed to measure the intensity of sound are calibrated by decibels.

DECIDUOUS TREE. A tree which loses its foliage annually.

DECK. A deck is a roofless, outdoors above ground platform projecting from the wall of a building and supported by piers or columns.

DEPARTMENT. The City of Lakewood Community Development Department.

DESIGN DETAILS. Architectural or building design details refer to the minor building elements that contribute to the character or architectural style of the structure. Design details may include moldings, mullions, rooftop features, the style of the windows and doors, and other decorative features.

DESIGN, Wireless Telecommunications Facilities (WTF). The appearance of WTF, including such features as their materials, colors, and shape.

DESIGNATED ZONE FACILITY. Any hazardous waste facility that requires an interim or final status permit under rules adopted under Chapter 70.105 RCW and Chapter 173-303 WAC, and that is not a preempted facility as defined in RCW 70.105.010 or in Chapter 173-303 WAC. A hazardous waste treatment or storage facility is a designated zone facility.

DEVELOPMENT (for the purposes of Flood Hazard). Any constructed changes to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavator, or drilling operations.

DEVELOPMENT ACTIVITY. Any action taken either in conjunction with a use or to make a use possible. Activities do not in and of themselves result in a specific use. Most activities may take place in conjunction with a variety of uses.

DEVELOPMENT PERMIT. Any document granting, or granting with conditions, an application for a site plan, building permit, discretionary decision, or other official action of the City having the effect of authorizing the development of land.

DEVELOPMENT PLAN. A plan drawn to scale, indicating but not limited to, the proposed use, the actual dimensions and shape of the lot to be built upon, the exact sizes and locations on the lot of buildings already existing, if any, and the location on the lot of the proposed building or alteration, yards, setbacks, landscaping, off-street parking, ingress and egress, and signs.

DEVELOPMENT STANDARDS. Regulation of the location and size of development, including but not limited to setbacks, landscaping, screening, height, site coverage, signs, building layout, parking and site design and related features of land use.

DISCONTINUANCE. The abandonment or nonuse of a building, structure, sign or lot.

DISCRETIONARY PERMIT. A decision which requires special analysis or review due to the nature of the application or because special consideration was requested by the applicant.

DISTRICT. An area designated by this title, with specific boundaries, in which lie specific zones, or special purpose area as described in this title.

DOCK-HIGH LOADING AREAS. Truck maneuvering areas and loading or unloading areas associated with loading doors that are located above the finish grade.

DOCKS. A pier or secured float or floats for vessel moorage, fishing, or other water use.

DOUBLE-FRONTAGE LOT. A lot other than a corner lot with frontage on more than one (1) street.

DRAINAGE DITCH. A constructed channel with a bed, bank or sides which discharges surface waters into a major or minor creek, lake, pond or wetland.

DRIPLINE. A circle drawn at the soil line directly under the outermost branches of a tree.

DRIVE-THROUGH. A business establishment, building, or structure which, by design, physical facilities, or services or products format encourages or permits customers to access sales or services from a service window while remaining in their vehicles, with access provided by a dedicated lane or lanes incorporated into the site design.

DRIVEWAY. A paved or graveled surface a minimum of fifteen (15) feet in width that provides access via a paved apron to a lot from a public or private right-of-way.

DUPLEX. One (1) detached residential building, vertically or horizontally attached, containing two (2) dwelling units totally separated from each other by a one (1) hour firewall or floor, designed for occupancy by not more than two (2) families.

DWELLING UNIT. One (1) room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or boarding house, or rental or lease on a weekly, monthly or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure or on the same property, and containing independent cooking, sleeping and sanitary facilities. All rooms comprising a dwelling unit shall have access through an interior door to other parts of the dwelling unit. An efficiency apartment, also known as a studio apartment, constitutes a dwelling unit within the meaning of this title.

DWELLING. A building or portion thereof designed exclusively for human habitation, but not including hotels or motel units.

EASEMENT. A non-possessory interest in the land of another which entitles the owner of the interest to a limited use or enjoyment of the other's land for the purpose of and to protection from interference with this use by a public or private street, railroad, utilities, transmission lines, walkways, sidewalks, bikeways, equestrian trails, and other similar uses. An easement may be exclusive or include more than one (1) user.

EFFLUENT. With regard to water quality, treated or untreated liquid entering the estuary from a point source. With regard to dredging, water, including dissolved and suspended materials, which flows from a dredged material disposal site.

EQUIPMENT ENCLOSURE. A structure, shelter, cabinet, or vault used to house and protect the electronic equipment necessary for processing wireless communication signals. Associated equipment may include air conditioning, backup power supplies, and emergency generators.

ERECT. The act of placing or affixing a component of a structure upon the ground or upon another such component.

ESCAPE. Unauthorized absence from the designated facility boundary or failure to return to such place at the appointed time after having been permitted to leave.

EVERGREEN TREE. A tree, often a coniferous tree, which retains its foliage and remains green year round.

EXCAVATE. The removal by man of sand, sediment, or other material from an area of land or water for other than commercial or industrial use.

EXTREMELY HAZARDOUS WASTE. Any waste which will persist in a hazardous form for several years or more at a disposal site and which in its persistent form presents a significant environmental hazard and may be concentrated by living organisms through a food chain or may affect the genetic constitution of humans or other living creatures and is disposed

of at a disposal site in such quantities as would present an extreme hazard to man or the environment. Those wastes designated in WAC 173-303-070 through 173-303-103 as extremely hazardous wastes.

FACADE. Any portion of an exterior elevation of a building extending from the ground level to the top of the parapet wall or eaves, for the entire width of the building elevation. A front facade is typically the facade facing the major public street(s). An entry facade is typically the facade with the primary public entry.

~~**FAMILY.** One (1) or more individuals related by blood or legal familial relationship, or a group of not more than six persons who need not be related by blood or a legal familial relationship, living together in a dwelling unit as a single, nonprofit housekeeping unit, excluding Types 1, 2, 3, and 4 Group Homes as defined in LMC 18.20.300, Use Types and Levels; and excluding state licensed foster homes.~~

A person, or two (2) or more persons related by blood or marriage or law living together as single housekeeping unit in a single dwelling. In addition, the following uses shall be accepted as families pursuant to the requirements of state and/or federal law:

A. Adult family homes licensed pursuant to RCW 70.128.150;

B. Foster homes for the placement of the disabled, or expectant mothers in a residential setting including, but not limited to, foster family homes licensed pursuant to Chapter 74.15 RCW, community group care facilities licensed pursuant to Chapter 74.15 RCW and crisis residential centers pursuant to Chapter 13.32A RCW; and

C. Consensual living arrangements of the disabled protected pursuant to the Federal Fair Housing Act amendments.

Secure community transition facilities, as defined in Chapter 71.09 RCW, are not protected under the definition of “family.”

Group Homes, Type 3, 4, and 5, as defined in LMC18A.20.300, Use Types and Levels, are not protected under the definition of “family.”

(For unrelated persons residing together, see “Cohabitants.”)

FAMILY HOME, FOSTER. An agency which regularly provides care on a twenty-four (24) hour basis to one (1) or more children, expectant mothers, or persons with developmental disabilities in the family abode of the person or persons under whose direct care and supervision the child, expectant mother, or person with a developmental disability is placed.

FAMILY MEMBERS. Persons related by blood, marriage or adoption, including foster children.

FEDERAL INSURANCE RATE MAP (FIRM). The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones for those areas.

FENCE, SIGHT-OBSCURING. A fence constructed of solid wood, masonry, metal or other appropriate material that totally conceals the subject use from adjoining uses.

FILL. The placement by man of sand, sediment or other material to create new uplands or raise the elevation of the land.

FINAL DEVELOPMENT PLAN. A plan or set of plans that comply with the conditions set forth in a preliminary approval and, once approved, authorizes the granting of a discretionary permit.

FLAGPOLE. A staff or pole which is designed to display a flag. A flagpole may be freestanding or attached to a building or to a private light standard.

FLEA MARKET. Arrangements whereby a person or persons sell, lease, rent, offer or donate to one (1) or more persons a place or area where such persons may offer or display secondhand or junk items.

FLOOD HAZARD BOUNDARY MAP (FHBM). The official map issued by the Federal Insurance Administration where the boundaries of the areas of special flood hazards applicable to the city of Lakewood have been designated as Zone A.

FLOOD INSURANCE STUDY. The official report in which the Federal Insurance Administration has provided flood profiles, as well as the Flood Hazard Boundary - Floodway Map and the water surface elevation of the base flood.

FLOOD OR FLOODING. A general and temporary condition of partial or complete inundation or normally dry land areas from the overflow of inland or tidal waters and/or the unusual and rapid accumulation or runoff of surface waters from any source.

FLOODPLAIN. The area adjoining a stream, tidal estuary or coast that is subject to regional flooding. A regional (100-year) flood is a standard statistical calculation used by engineers to determine the probability of severe flooding. It represents the largest flood which has a one (1) percent chance of occurring in any one (1) year in an area as a result of periods of higher than normal rainfall or streamflows, extremely high tides, high winds, rapid snowmelt, natural stream blockages, tsunamis, or combinations thereof.

FLOODPLAIN MANAGEMENT REGULATIONS. State or local regulations, and any combination thereof, which provides standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING. A combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODWAY, REGULATORY. The channel or the watercourse reasonably required to carry and discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

FLOOR AREA. The sum of the gross horizontal areas of the several floors of a building, measured from the exterior faces of the exterior walls or from the center line of walls separating two (2) buildings, but not including attic space providing headroom of less than seven feet or basement if more than fifty (50) percent of the basement is less than grade.

FLOOR AREA RATIO (FAR). The floor area ratio of the building or buildings on any lot means the gross floor area of the building or buildings on that lot divided by the gross area of such lot.

FOOTCANDLE. A footcandle is a unit used for measuring the amount of illumination on a surface. The amount of usable light from any given source is partially determined by the angle of incidence of the source and the distance to the illuminated surface.

FREEWAY. Any section of a highway which has been declared to be a freeway by act or resolution of the competent establishing authority.

FRONTAGE ROAD. A street which is parallel and adjacent to an arterial, and which provides access to abutting properties while relieving them of the effect of street traffic access on to and from an arterial.

FRONTAGE. Frontage refers to length of a property line along a public street or right-of-way.

GARAGE. An enclosed automobile structure with direct driveway access principally for vehicular equipment such as automobiles, boats, etc., used by the tenants of the building(s). A garage may be integrated with, attached, or detached from the primary structure. See also **PARKING STRUCTURE.**

GAS ISLANDS. In conjunction with a motor vehicle service station or convenience commercial use providing gasoline, individual gas islands are comprised of single pumps dispensing single or various grades and types of motor vehicle fuel, or individual banks of pumps dispensing single or various grades and types of motor vehicle fuel, whether or not covered by a single canopy.

GATEWAYS. As used in these guidelines, the term gateway refers to those areas which are entranceways into the City of Lakewood and are so designated in the Lakewood Comprehensive Plan.

GEOLOGIC. Relating to the occurrence and properties of earth. Geologic hazards include but are not limited to faults, land and mudslides, and earthquakes.

GOVERNING AUTHORITY. The City Council of the City of Lakewood.

GRADE, AVERAGE. The average elevation of the undisturbed ground prior to construction at all exterior corners of the proposed structure.

GRADE, FINISHED. The finished surface of the ground, street, paving or sidewalk.

GRADE, PRE-CONSTRUCTION. Prior to any grade, fill or disturbance of soil or vegetation.

GROSS AREA. The total sum area of the lot minus public rights-of-way.

GROSS DENSITY. A calculation of the number of housing units that is allowed on a property based on the maximum density permitted.

GROSS SQUARE FEET (GSF). The sum of the total square footage of any building, lot, property or area.

GROUND COVER. Low-growing vegetative materials with a mound or spreading manner of growth that provides solid cover.

GUYED TOWER. A wireless communication support structure that is typically over 100 feet tall and is steadied by wire guys in a radial pattern around the tower.

HABITABLE FLOOR (for purposes of floods). Any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation or a combination thereof. A floor used only for storage purposes is not a "habitable floor."

HABITABLE ROOM (for purposes of floods). An undivided enclosed space within a dwelling used for sleeping or kitchen facilities. This term does not include attics, cellars, corridors, hallways, laundries, serving or storage pantries, bathrooms or similar places.

HABITAT. The place or type of site where an organism lives; the place occupied by an entire community, such as a freshwater tidal marsh community.

HAZARDOUS SUBSTANCE. Any liquid, solid, gas or sludge, including any material, substance, product, commodity or waste, regardless of quantity, that exhibits any of the characteristics or criteria of hazardous waste as described in rules adopted under Chapter 70.105 RCW or in WAC 173-303-090, 173-303-100, 173-303-101, 173-303-102 or 173-303-103.

HAZARDOUS SUBSTANCE FACILITY BUFFER. A setback area between the hazardous substance land use facility boundary and the nearest point of the hazardous substance land use property line, necessary to provide added protection to adjacent land uses or resources

of beneficial use. All hazardous waste treatment and storage facilities must maintain at least a fifty (50) foot buffer.

HAZARDOUS SUBSTANCE LAND USE. Any use which is permitted under this title and which includes a designated facility or the processing or handling of a hazardous substance.

HAZARDOUS SUBSTANCE LAND USE FACILITY. The projected line enclosing the area of all structures and lands on which hazardous substance land use activities occur, have occurred in the past or will occur in the future. This does not include the application of products for agricultural purposes or the use, storage, or handling of hazardous substances used in public water treatment facilities.

HAZARDOUS SUBSTANCE PROCESSING OR HANDLING. The use, manufacture, compounding, treatment, synthesis or storage of hazardous substances in excess of the following amounts of cumulative quantities: five thousand (5,000) pounds of solid hazardous substances, five hundred (500) gallons of liquid hazardous substances, six hundred fifty (650) cubic feet of gaseous hazardous substances, or equivalent combination thereof. Hazardous substances shall not be disposed on-site unless in compliance with Dangerous Waste Regulations, WAC 173-303, and any pertinent local ordinances, such as sewer discharge standards.

HAZARDOUS WASTE. Any dangerous and extremely hazardous waste as designated pursuant to RCW 70.105, WAC 173-303, including substances composed of radioactive and hazardous components. A moderate risk waste is not a hazardous waste.

HAZARDOUS WASTE FACILITY. The contiguous land and structures, other appurtenance and improvements on the land used for recycling, storing, treating, incinerating or disposing of hazardous waste.

HAZARDOUS WASTE STORAGE FACILITY. Any designated zone facility which holds hazardous waste for a temporary period not to exceed five (5) years; this does not include accumulation of hazardous waste by the generator on the site of generation, as long as the generator complies with the applicable requirements of WAC 173-303-200 and 173-303-201.

HAZARDOUS WASTE TREATMENT FACILITY. Any designated zone facility which processes hazardous waste by physical, chemical or biological means to make such waste nonhazardous or less hazardous, safer for transport, amenable for energy or material resource recovery, amenable for storage, or reduced in volume.

HAZARDOUS WASTE TREATMENT OR STORAGE FACILITY, OFFSITE. Any hazardous waste treatment or storage facility that treats or stores any waste that is generated off the site.

HAZARDOUS WASTE TREATMENT OR STORAGE FACILITY, ONSITE. Any hazardous waste treatment or storage facility that treats or stores only that waste that is generated on the site.

HEARING EXAMINER REVIEW. A process involving the judgment and discretion of the Hearing Examiner in applying specific decision criteria and other requirements unique to a particular use in the approval of an activity permitted, or permitted conditionally, within a zoning district.

HEARING EXAMINER. A person appointed by the City to carry out the functions authorized under LMC 18A.02, Administration, and Chapter 35A.63 RCW.

HOLIDAY DECORATIONS. Temporary messages, displays, lighting, or decorations celebrating national, state, local, ethnic, and religious holidays or holiday seasons.

HOME OCCUPATION. Any occupation, profession or lawful commercial activity carried on by a resident living on the premises, and in which said activity is secondary to the use of the dwelling for living purposes, provided that the occupation or profession meets the requirements of LMC 18A.70.250.A and C.

HOME OCCUPATION, LIMITED. Any occupation, profession or lawful commercial activity carried on entirely within the dwelling, solely by a resident living on the premises, and which said activity is secondary to the use of the dwelling for living purposes; provided that the limited home occupation meets the requirements of LMC 18A.70.240.A-B.

HOMEOWNERS' ASSOCIATION. An incorporated, nonprofit organization operating under recorded land agreements through which each lot owner is automatically a member, and, each lot is automatically subject to a charge for a proportionate share of the common property, and, a charge, if unpaid, becomes a lien against the property.

HORTICULTURE. The cultivation of plants, garden crops, trees and/or stock.

HOTEL. A single building or a group of detached or semi-detached buildings containing six (6) or more guest rooms or self-contained suites, with parking provided on the site for the use of those staying in the rooms or suites, which is or are designed and used for the accommodation of transient travelers for a period not to exceed thirty (30) days.

HUMAN SCALE. The size of a building element or space relative to the dimensions and proportions of a human being.

IMPERVIOUS SURFACE. A hard surface area which either prevents or retards the entry of water into the soil mantle as it entered under natural conditions preexistent to development, or that hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions preexistent to development. Common impervious surfaces include but are not limited to rooftops, concrete or asphalt paving, paved walkways, patios, driveways, parking lots or storage areas, grasscrete, and oiled, macadam or other surfaces, which similarly impede the natural infiltration of surface water. Open, uncovered retention/detention facilities shall not be considered impervious surfaces.

INCIDENTAL USE. A use that is in conjunction with, and smaller than the main part of a facility or use.

INCOMPATIBLE USES. For the purpose of community design, incompatible uses are those uses, including, but not limited to, outdoor storage, utilities equipment and apparatus, and loading and service facilities, which are considered to be visually intrusive, unsightly and which require site design and screening to mitigate the negative impacts to retail, service and office commercial uses and residential development.

INDUSTRIAL PRETREATMENT FACILITY. Treatment devices and structures used for the treatment of industrial wastewater prior to being released into a wastewater collection or conveyance system.

INTERIOR LOT AREA. Any area of a lot that is not within a required perimeter or buffer area.

JUDICIAL APPEALS. Appeals filed by a party of record in Pierce County Superior Court.

KENNEL. An enclosure or structure in which any combination of six (6) or more dogs that individually exceed seven (7) months of age are kept for breeding, sale, training, boarding, or sporting purposes.

KITCHEN. Any room or rooms, or portion of a room or rooms, used or intended or designed to be used for cooking or the preparation of food.

LAKE. A natural or artificial body of water of two (2) or more acres or where the deepest part of the basin at low water exceeds two (2) meters. Artificial bodies of water with a recirculation system approved by the City Engineer are not included in this definition.

LANDFILL, DEMOLITION. A solid waste facility for the permanent disposal of demolition wastes resulting from the demolition or razing of buildings, roads and other man-made structures, consisting of, but not limited to, concrete, brick, bituminous concrete, wood and masonry, composition roofing and roofing paper, steel and minor amounts of other materials. Plaster or other materials likely to produce leachate is not demolition waste.

LANDFILL, INERT. A solid waste facility for the permanent disposal of inert materials which are non-combustible and non-dangerous wastes likely to retain their physical and chemical structure including resistance to biological and chemical attack from acidic rainwater.

LANDFILL, MUNICIPAL SOLID WASTE. A solid waste facility for the permanent disposal of mixed household, commercial or industrial waste from municipal sources delivered by hauling companies or self-hauled by residents or businesses.

LANDFILL, SPECIAL WASTE. A solid waste facility for the permanent disposal of one (1) specific type of waste of limited, known and consistent composition such as an ash monofill, a landspreading disposal facility for biosolids, problem waste landfill or any facility

which is not previously defined but is permitted with a state solid waste permit as a "limited purpose landfill."

LANDFILL, WOOD WASTE. A solid waste facility with two thousand (2,000) or more cubic yards of capacity for the permanent disposal of wood waste which does not contain chemical preservatives. This does not include wood waste landfills on forest lands regulated under the state Forest Practices Act but does include facilities which use wood waste as a component of fill.

LANDFILL. A solid waste facility for the permanent disposal of solid wastes in or on the land which requires a solid waste permit under RCW 70.95.

LANDSCAPING. Vegetative cover including shrubs, trees, flowers, ground cover and other similar plant material.

LARGE-SCALE COMMERCIAL FACILITIES. Principal, anchoring retail use integrated with other commercial or services uses under common ownership or use exceeding 100,000 square feet of cumulative gross floor area. For this purpose, "under common ownership or use" shall mean a single establishment which shares checkstands, management, a controlling ownership interest, or storage areas, e.g., a hardware/nursery, pharmacy, and/or grocery component associated with a general merchandise store.

LATTICE TOWER. A support structure which consists of a network of crossed metal braces, forming a tower which is usually triangular or square in cross-section.

LOADING SPACE, OFF-STREET. In space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used and accessible to such deliveries when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space.

LOCAL ROAD OR STREET. A road or street which is used or intended to be used primarily for providing access to abutting properties.

LOT. A fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area, and developed or built upon as a unit. The term shall include "tracts" or "parcels".

LOT AREA. The total area, in gross square feet (gsf), within the lot lines of a lot, excluding right-of-way. For the purposes of flood regulations, any portion of a lot lying below the ordinary high water mark or lawfully constructed bulkhead shall not be included in a lot area calculation.

LOT COVERAGE. The area of a lot covered by a building or buildings, expressed as a percentage of the total lot area.

LOT DEPTH. The perpendicular distance measured from the mid-point of the front lot line to the mid-point of the opposite lot line.

LOT LINE. The property line bounding a lot.

LOT LINE, FRONT. Normally, the property line separating the lot from the street, other than an alley, from which access is provided to the lot. For the purpose of establishing setback requirements, orientation of the dwelling unit shall be independent of access to the parcel. In the case of a corner lot, the front lot line shall be the property line with the narrow dimension adjacent to the street.

LOT LINE, REAR. The lot line which is opposite and most distant from the front lot line and which is in the same plane and runs parallel to the front lot.

LOT LINE, INTERIOR. Any property line which is neither a front nor a rear lot line.

LOT OF RECORD. A lot that is part of a subdivision recorded, pursuant to statute, with the Pierce County Auditor, or a legally created lot under state and local subdivision on regulations in effect at the time of creation or a lot described by metes and bounds, the description of which has been so recorded.

LOT, BUILDABLE. A legal lot which is proposed for use in compliance with this title, and has received approval of the water supply and sewage disposal method as appropriate to such use.

LOT, CORNER. A lot of which at least two (2) adjacent sides abut streets other than alleys.

LOT, CUL-DE-SAC. A lot which has a front lot line contiguous with the outer radius of the turn-around portion of a cul-de-sac.

LOT, FLAG. A flag lot is surrounded by abutting lots with an extended access way to a street right-of-way.

LOT, INTERIOR. A lot other than a corner lot.

LOT, THROUGH. An interior lot having frontage on two (2) streets, and which is not a corner lot.

LOT, WIDTH. The average horizontal distance between the side lot lines, ordinarily measured parallel to the front lot lines, except that portion of a flag lot that usually forms an extended access way to a street right-of-way.

LOWEST FLOOR. For flood purposes, any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage purposes is not a lowest floor.

LUMEN. A lumen is a unit used for measuring the amount of light energy given off by a light source.

MAINTENANCE. Routine upkeep of existing structure or facilities which are in current use or operation.

MAJOR COMMERCIAL OR EMPLOYMENT CENTERS. An integrated planned development within the NC2, CBD, SD, C1, C2, IBP, I1, and I2 zoning districts with contiguous ownership larger than 12 acres in size. Contiguous properties under separate control, but which function as an integrated center and when combined are larger than 12 acres in size, may be considered a major center.

MANUFACTURED HOME PARK. A tract of land that was permitted, designed, and maintained under a single ownership or unified control where two (2) or more spaces or pads are provided solely for the placement of manufactured homes for residential purposes with or without charge. A manufactured home park shall not include manufactured home subdivisions or recreational vehicle parks.

MANUFACTURED HOME SPACE. An apportioned piece of land within a park designed to accommodate a single manufactured home, also known as a "pad".

MANUFACTURED HOME. A factory-assembled structure that was constructed in accordance with the 1976 or later HUD federal Manufactured Housing Construction and Safety Standards Act in effect at the time of construction, and displays the appropriate HUD or Department of Labor and Industries label,

- a. is suitable for movement along public highways;
- b. is intended solely for human habitation; and
- c. has sleeping, eating and plumbing facilities.

Manufactured homes do not include modular homes or recreational vehicles as herein defined. For the purpose of flood hazard regulations only, a manufactured home is a structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. It includes recreational vehicles or travel trailers that are placed on a site for more than one hundred eighty (180) consecutive days.

MAP. A representation, usually on a flat surface, of the whole or part of an area.

MARINA. Facilities which provide moorage, launching, storage, supplies and a variety of services for recreational, commercial and fishing vessels. They are differentiated from docks and moorages by their larger scale, the provision of significant shore or land-side services and/or the use of a solid breakwater (rock, bulkheading, etc.).

MAXIMUM DENSITY. The maximum number of dwelling units allowed per gross acre (dua), excluding accessory dwelling units.

MEAN HIGH WATER (MHW). The average height of all high waters over a nineteen (19) year period.

MINI-WAREHOUSE. A facility consisting of separate storage units which are rented to customers having exclusive access to their respective units for storage of residential or commercial oriented goods. No business is conducted out of storage units.

MITIGATE. To alleviate the negative impacts of a particular action.

MITIGATION. Any action that, to some degree, softens the impact of development on critical or sensitive areas. This may include all or any one of the following actions:

- a. avoiding the impact altogether by not taking a certain action or parts of an action;
- b. minimizing impacts by limiting the degree or magnitude of an action and its implementation;
- c. rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- d. reducing or eliminating the impact over time by preservation and maintenance operations; and
- e. compensating for the impact by creation, restoration, or enhancement of critical or sensitive areas to maintain their functional processes, such as natural biological productivity, habitat, and species diversity, unique features and water quality. Any mitigation action or combination of actions may involve monitoring and remedial follow-up measures.

MOBILE HOME PAD. That part of a mobile home space which has been reserved for the placement of the mobile home, appurtenant structures, or addition.

MOBILE HOME PARK. An area under one (1) ownership designed to accommodate ten or more mobile homes (see Manufactured Home for definition of mobile home).

MOBILE HOME. A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes, that was constructed prior to June 15, 1976 and/or does not conform to [HUD] Manufactured Housing Construction and Safety Standards Act. Mobile home does not include recreational vehicles. The appropriate HUD or Department of Labor and Industries label is displayed.

MOBILE TRANSMISSION FACILITY. A movable, non-stationary transmission facility that contains wireless telecommunications equipment including any antenna, support

structure, accessory structures, and may include other uses associated with and ancillary to wireless telecommunications facilities.

MOBILE VENDING. Any for-profit or non-profit business selling food and/or drink at or adjacent to the vehicle or cart in which such items are carried and/or prepared. This definition shall not include businesses providing or offering to provide scheduled delivery of food products to individual residences.

MODERATE RISK WASTE FIXED FACILITY. A solid waste transfer facility needing a state solid waste permit which specializes in the collection of household hazardous waste for packaging for transport to a disposal facility for recycling. It may collect limited amounts of hazardous waste from small quantity generators that are businesses which generate hazardous waste in quantities below the threshold for regulation under Washington Dangerous Waste Regulations (RCW 70.105).

MODERATE RISK WASTE. Those wastes defined in WAC 173-303-040 as moderate risk wastes. This may include any waste that exhibits any of the properties of hazardous waste but is exempt from regulation under Chapter 70.105 RCW solely because the waste is generated in quantities below the threshold for regulation, and any household waste which is generated from the disposal of substances identified by the Department of Ecology as hazardous household substances.

MODIFICATION. The changing of any portion of a wireless telecommunications facility from its description in a previously approved permit, excluding routine maintenance and repair. Examples include, but are not limited to, changes in design or structure, changes in the heights of towers or monopoles, changes in any accessory structures or appurtenances that are affiliated with or support a wireless telecommunications facility.

MODULAR HOME. A detached dwelling that is designed for human habitation, is either entirely or substantially prefabricated at a place other than a building site, and is constructed or installed on the site in accordance with the UBC and bearing the appropriate insignia indicating such compliance. Modular homes are also commonly referred to as "prefabricated", "panelized", or "factory-built" units.

MODULATION. A stepping back or projecting forward of portions of a building facade within specified intervals of building width and depth as a means of breaking up the apparent bulk of a structure's continuous exterior walls.

MONOPOLE TOWER. A support structure which consists of a single pole sunk into the ground and/or attached to a foundation.

MOORAGE. Piling or a dock, or both, used to secure a boat or barge.

MOTEL. A building or group of buildings on the same lot, containing units with separate entrances and consisting of individual sleeping quarters detached or in connected rows, with or without cooking facilities, for rental to transients and guests for compensation.

MOTOR VEHICLE. Motor vehicle includes every device capable of being moved upon a public highway and in, upon, or by which any person or property is or may be transported or drawn upon a public highway except for mopeds, bicycles and other devices moved by human or animal power or used exclusively upon stationary rails or tracks.

MOTOR VEHICLE SERVICE OR REPAIR. Those establishments engaged in fixing, engine tune-up, adjusting lights or brakes, or supplying and installing replacement parts of or for passenger vehicles and trucks.

MOTOR VEHICLE SERVICE STATION. Any premises used for supplying gasoline, oil, minor accessories and services, excluding body and fender repair, for automobiles at retail direct to the customer.

MOUNT. The structure or surface upon which wireless telecommunications facilities are mounted. There are three (3) types of mounts:

a. Building mounted. A wireless telecommunications facility mount fixed to the roof or side of a building.

b. Ground mounted. A wireless telecommunications facility mount fixed to the ground, such as a tower.

c. Structure mounted. A wireless telecommunications facility fixed to a structure other than a building, such as light standards, utility poles, water towers, and bridges.

MULTIFAMILY DESIGN REVIEW. An administrative process for the purpose of reviewing multifamily development applications for compliance with specific site design, landscape design and building design criteria.

MULTIFAMILY DWELLING. Multiple residential units within a single residential structure, or multiple residential structures, which provide separate living accommodations for multiple individuals or families. Multifamily dwelling units are typically under common ownership and management but may be separately owned condominium units on a commonly owned parcel or cooperatively owned.

MURAL. A picture on an exterior surface of a structure. A mural is a sign only if it is related by text, logo, or pictorial depiction to the advertisement of any product or service or the identification of any business.

NATURAL AREAS. All or portions of a parcel of land undisturbed by development and maintained in a manner which preserves the indigenous plant materials.

NEIGHBORHOOD PARK OR PLAYGROUND. An area for recreational activities, such as but not limited to field games, court games, crafts, playground apparatus area, skating, walking, viewing, picnicking, wading pools, swimming pools.

NET ACREAGE. The buildable area after the area of street right-of-way has been subtracted.

NOISE LEVEL REDUCTION (NLR). Difference in noise level from outside to inside of the building. NLR is a difference, in decibels, between A-weighted sound levels; it depends primarily on the nature of the walls, ceilings, windows, doors and vents and, to a lesser extent, on the amount of sound-absorbing material in the room in which the sound is received. It shall be measured, if so required, by the building official, in a completed and furnished building by application of the testing procedure described in this section.

NONCONFORMING LOT. A lot which does not conform to the design or density requirements of the zoning district in which it is located. A non-conforming lot is a lot that was legal when it was created but no longer meets the current area, width, or depth dimensional requirements for the zoning district in which the property is located. Nonconforming lots may be occupied by any permitted use in the district, provided that all other development regulations in effect at the time of development must be met.

NONCONFORMING STRUCTURE. A nonconforming structure is one which was lawfully erected in conformance with the regulations in effect at the time of its construction but which no longer conforms to current development standards including, but not limited to design, height, setback or coverage requirements of the zoning district in which it is located. A structure shall not be considered non-conforming for the purposes of this code if the only nonconforming aspect is failure to comply with the Chapter 18A.50.200, Community Design Standards.

NONCONFORMING USE. The use of land, a building or a structure lawfully existing prior to the effective date of this title or subsequent amendments thereto, which does not conform with the regulations of the district in which it is located.

NONCONFORMITY. Any land use, structure, lot or sign legally established prior to the effective date of this title or subsequent amendment, which is no longer permitted by or in full compliance with the regulations of this title.

NON-PROJECT ACTION. A decision on a policy, plan or program, which is not related to a specific project and/or which affects a significant portion of or the City of Lakewood in its entirety, including but not limited to the adoption or amendment of the comprehensive plan, development regulations, and/or subarea plans, zoning of newly annexed land, area-wide rezones, and zoning map amendments, except for site specific rezones authorized by the comprehensive plan.

NON-VEGETATIVE GROUNDCOVER. Bark mulch, gravel and other nonvegetative materials that promote vegetative growth by retaining moisture or preventing weeds.

NON-WHIP ANTENNA. An antenna that is not a whip antenna, such as dish antennas, panel antennas, etc.

NOXIOUS MATTER. Materials that are capable of causing injury to living organisms by chemical reaction or are capable of causing detrimental effects upon the psychological, social, or economic well-being of human beings.

NURSERY, HORTICULTURAL. A place where trees, shrubs, vines, etc. are propagated for transplanting or for use as stocks for grafting and where such flora can be sold.

NURSING HOME. A multi-unit or multi-bed facility that are licensed or approved to provide living accommodations and round-the-clock health care and medical supervision.

OCCUPANCY. The purpose for which a building is used or intended to be used. The term shall also include the building or room housing such use. Change of occupancy is not intended to include change of tenants or proprietors.

OCCUPANT. A person, family, group, or organization who is using or living in a particular building, apartment, or room.

ODOR CONTROL STRUCTURE. Equipment or structures appurtenant to wastewater conveyance facilities used to lessen the odors of the liquids being transported.

OFFICIAL CONTROLS. Legislatively defined and enacted policies, standards, precise detailed maps and other criteria, all of which control the physical development of the county, and are the means of translating into regulations and ordinances all or any part of the general objectives of the comprehensive plan.

OFFICIAL MAP. Maps that show the designation, location and boundaries of the various districts which have been adopted and made a part of this title.

OFF-SITE. With respect to mitigation, an area separated from the impact area by a significant distance and that offers little or no opportunity for reestablishing lost values and functions to organisms which originally benefited from the lost habitat.

OFFSITE HAZARDOUS WASTE TREATMENT OR STORAGE FACILITY. Any hazardous waste treatment or storage facility which treats or stores wastes that are generated off the site.

ON-SITE. With respect to mitigation, an area adjacent to or near the impact area that offers a reasonable opportunity for reestablishing lost values and functions to organisms which originally benefited from the lost habitat.

ONSITE HAZARDOUS WASTE TREATMENT OR STORAGE FACILITY. Any hazardous waste treatment or storage facility that treats or stores only those wastes that are generated on the site.

OPEN HOUSE. A temporary real estate event where a property owner or his representative opens a structure or structures on one or more contiguous Pierce County Assessor's tax parcels with single or the same ownership, to be inspected by the general public for the sole purpose of sale, rent, or lease of a structure thereon.

OPEN RECORD HEARING. A hearing held by a decision-making body who is authorized by the city to conduct such hearings, that creates the city's record through testimony and submission of evidence and information, under procedures prescribed by the city by ordinance or resolution.

OPEN SPACE. Land used for farm or forest uses, and any land area that would, if preserved and continued in its present use:

- a. Conserve and enhance natural or scenic resources;
- b. Protect air or streams or water supply;
- c. Promote conservation
- d. Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature preservations or sanctuaries or other open space.

ORDINARY HIGH-WATER MARK. That mark that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition exists on the effective date of this title, or as it may naturally change thereafter; provided, that in any area where the ordinary high-water mark cannot be found, the ordinary high-water mark shall be the line of mean high water.

ORNAMENTAL TREE. A tree that is either a conifer or deciduous tree that is accessory, decorative, enhance and accent the general landscaping of the site. Ornamental trees are generally between eight (8) and twenty (20) feet tall at maturity.

OUTSIDE STORAGE. All or part of a lot which is used for the keeping of materials, vehicles or products in an open, uncovered yard or in an unwallled building. Such materials may include tractors, backhoes, heavy equipment, construction materials and other similar items.

OVERLAY DISTRICT. A defined geographic area where a set of development regulations are established to achieve a specific public purpose. These regulations are in addition to those of the underlying zoning district.

OWNER. The owner of record of real property as shown on the tax rolls of the Pierce County Assessor, or a person who is purchasing a piece of property under contract.

OWNER OCCUPANT. A property owner, as reflected in title records, that makes his or her legal residence at the site, and actually resides at the site more than six months out of any given year.

OWNERSHIP. The existence of legal equitable title to land.

PACKAGE WASTEWATER TREATMENT PLANT. A pre-assembled factory built treatment plant.

PARAPET WALL. That portion of a vertical building wall that extends above the roof of the building.

PARCEL. A lot or plot of land proposed or created in accordance with this Code or prior subdivision ordinance and state law and intended as a unit for the purpose, whether immediate or future, of transfer of ownership. The external boundaries existing as of the date of incorporation of the City of Lakewood shall be used to establish what is a parcel for the purposes of this Code. For parcels which have not been conveyed since that date, the legal description used in the conveyance closest to that date shall control.

PARKING AREA. An area accessible to vehicles, which area is provided, improved, maintained, and used for the sole purpose of accommodating a motor vehicle.

PARKING SPACE. Any off-street surface area of not less than fifteen (15) feet by eight (8) feet in size, exclusive of maneuvering and access area, permanently reserved for the storage or parking of one (1) vehicle, and connected with an access which affords ingress and egress for vehicles.

PARKING STRUCTURE. A building or structure consisting of more than one (1) level, above and/or below ground with one (1) or more common entrances, and used for the parking and/or temporary storage of motor vehicles.

PARKING, SURFACE. An off-street, ground level open area, usually improved, for the parking and/or temporary storage of motor vehicles.

PARKS AND CAMPGROUNDS. A developed area devoted to overnight temporary use for vacation, and/or recreational or emergency purposes, but not for residential purposes. A camping site may be occupied by a tent, travel trailer or recreational vehicle. Campgrounds shall not include intensively developed commercial uses such as retail stores or gas stations.

PARTIES OF RECORD. Persons with legal standing with respect to an application including the applicant, property owner as identified by the records available from the Pierce County assessor's office, or any person who testified at the open record public hearing on the application and/or; Any person who submitted written comments during administrative review or has submitted written comments concerning the application at the open record public hearing, excluding persons who have only signed petitions or mechanically produced form letters.

PASSIVE RECREATION. An outdoor leisure time activity which usually occurs in a natural or designed urban setting. Passive recreation may occur in common open lawn areas and, where determined appropriate, critical area buffers, aquifer recharge and flood water storage areas. Activities may include picnicking, sightseeing, walking, hiking, biking, horseback riding, and nature walks. Accessory structures associated with passive recreation include: Playground equipment, picnic shelters and tables, barbecue pits, exercise stations, restroom facilities, benches, directory signs, garbage containers, and landscaped areas.

PASSIVE RESTORATION. The use of natural processes, sequences, and timing which occurs after the removal or reduction of adverse stresses without other specific positive remedial action.

PATIO. A recreation area adjoining a dwelling which is often paved or a wood platform of thirty (30) inches or less above finished grade.

PEDESTRIAN-ORIENTED FACADES. Facades that feature one (1) or more of the following characteristics:

- a. Transparent window area or window displays along at least half the length of the ground floor facade.
- b. Sculptural, mosaic or bas-relief artwork along at least half the length of the ground floor facade.
- c. Pedestrian-oriented space, as defined below.
- d. Other measures that meet the intent of the criteria, as approved in conjunction with overall design review approval.

PEDESTRIAN-ORIENTED SPACE. An area between a building and a public street or another building that promotes visual and pedestrian access onto the site and that provides pedestrian-oriented amenities and landscaping to enhance the public's use of the space. Pedestrian-oriented spaces include but are not limited to outdoor plazas, arcades, courtyards, seating areas, and amphitheaters. Pedestrian-oriented spaces have:

- a. Visual and pedestrian access, including handicapped access, into the site from the public right-of-way.
- b. Special textured paved walking surfaces of either concrete or approved unit paving.
- c. On-site or building-mounted lighting providing at least four (4) footcandles (avg.) on the ground.
- d. Seating; at least four (4) feet of seating area (bench, ledge, etc.) or one (1) individual seat per sixty (60) square feet of plaza area or open space.

e. Landscaping, including trees and seasonal plantings, that defines the space but does not act as a visual barrier to views from the street or adjacent buildings.

f. Site furniture, artwork or amenities such as fountains, kiosks, etc.

g. Pedestrian weather protection or other enclosure, such as an arcade or gazebo.

Generally, pedestrian-oriented spaces shall not have:

a. Asphalt or gravel pavement.

b. Adjacent unscreened parking lots.

c. Adjacent chain-link fences.

d. Adjacent "blank walls" without "blank wall treatment".

PEDESTRIAN-ORIENTED USE. A commercial use whose customers commonly arrive on foot, or where signage, advertising, window display and entryways are oriented toward pedestrian traffic on a public sidewalk. Pedestrian-oriented businesses may include restaurants, retail shops, personal service businesses, travel services, banks (except drive-through windows), and similar establishments.

PENNANT. A tapered flag having a distinctive triangular form. (See FLAG and STRING PENNANTS)

PERFORMANCE STANDARDS. Criterion to control noise, odor, smoke, toxic or noxious matter, vibration, fire and explosive hazards, or glare or heat generated by or inherent in uses of land or buildings.

PERSON. Any natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government, or any other person or combination acting as a unit, with legal rights and duties, whether acting by themselves or by a servant, agent, employee, or guardian.

PERSONAL WIRELESS SERVICE, PERSONAL WIRELESS SERVICE FACILITIES, AND FACILITIES. (see Wireless Telecommunications Facility).

PILING. Wood, concrete or steel posts driven into the bottom in aquatic areas either as mooring devices or to support a dock, float, range marker, or other structure.

PLAT. A map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets, and alleys or other division and dedications.

PLAT, PRELIMINARY. A neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of the City subdivision regulations and Chapter 58.17 RCW. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

PLAT, SHORT. A legally recorded map or drawing which subdivides a parcel of ground into four (4) or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease or transfer of ownership.

PLAZA. A pedestrian space that is available for public use and is situated near a main entrance to a building or is clearly visible and accessible from the adjacent right-of-way. Typical features include special paving, landscaping, lighting, seating areas, water features, and art.

POST OFFICE, BRANCH. A government operated subdivision of a main post office serving as a base for one (1) or more carrier routes and providing customer postal service.

POST OFFICE, CONTRACT STATION. A privately operated, limited-service postal facility carried on as adjunct to a principal business or use.

PREEMPTED FACILITY. Any hazardous waste facility defined as a preempted facility in RCW 70.105.010 or in Chapter 173-303 WAC. This may include any facility that includes as a significant part of its activities any of the following hazardous waste operations:

- a. Landfill,
- b. Incineration,
- c. Land treatment,
- d. Surface impoundment to be closed as a landfill, or
- e. Waste pile to be closed as a landfill.

PRE-EXISTING WIRELESS TELECOMMUNICATIONS FACILITY (WTF). Any wireless telecommunications facility for which a building permit and/or development permit has been properly issued prior to the date of adoption of this ordinance, including permitted Wireless Telecommunications Facilities (WTFs) that have not yet been constructed, so long as that permit or approval has not expired.

PRELIMINARY APPROVAL. An approval, based upon an application and conceptual plan for a Discretionary Land Use Permit, granted by the Director or Examiner which sets forth certain conditions.

PRESCHOOL. An establishment providing exclusively educational programs for prekindergarten or preschool children, but excluding daycare uses as specified in LMC 18A.20.400, Use Types and Levels.

PRINCIPAL USE. The main use to which the premises are devoted and the principal purpose for which the premises exist.

PROCESSING OR HANDLING OF A HAZARDOUS SUBSTANCE. The compounding, treatment, manufacture, synthesis, use or storage of hazardous substances in excess of the following amounts in bulk quantities: five thousand (5,000) pounds of solid hazardous substances, five hundred (500) gallons of liquid hazardous substances, and six hundred fifty (650) cubic feet of gaseous hazardous substances.

PROJECT ACTION. Any action taken or activity performed in conjunction with a development or to make a use possible, on a specific site or within a defined geographic area. Project actions do not in and of themselves constitute or result in a specific use. A project action involves a decision on a specific project located in a defined geographic area, such as agency decisions to license, permit, fund, or undertake any activity that will directly modify the environment, whether the activity will be conducted by the agency, an applicant, or under contract, or to purchase, sell, lease, transfer, or exchange natural resources, including publicly owned land, whether or not the environment is directly modified.

PROJECT PERMIT. Any land use or environmental permit or license required from the City of Lakewood for a project action, including but not limited to building permits, site development permits, grading or other land preparation permits, subdivisions, binding site plans, conditional uses, shoreline substantial development permits, site plan review, site specific rezones authorized by the comprehensive plan and other discretionary or administrative land use permits or approvals; but excluding adoption or amendment of the comprehensive plan and development regulations, zoning of newly annexed land, area-wide rezones, and zoning map amendments except as otherwise specifically included above in this definition.

PROPERTY LINE ADJUSTMENT. The relocation of a common property line between two (2) abutting properties.

PROPERTY MANAGER. A person or firm charged with the management of land and buildings as a business including the renting of property, and keeping the premises and buildings in good condition.

PROVIDER. A corporation, company, association, joint stock company, firm, partnership, sole-proprietorship, limited liability company, other entity or individual which provides telecommunications services through the use of wireless telecommunications facilities.

PUBLIC ACCESS. Public access to shoreline and aquatic areas either may be achieved through

- a. direct physical access to shoreland and aquatic areas (i.e. boat ramps);

- b. aesthetic access (i.e. viewing opportunities); and
- c. other facilities providing some degree of access to shorelands and aquatic areas.

PUBLIC FACILITIES. Public facilities include streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, storm waste facilities, parks and recreational facilities and schools. Such facilities include, but are not limited to, water supply electric power, gas and transportation of persons or freight.

PUBLIC GAIN. The net gain from combined economic, social, and environmental effects which accrue to the public because of a use or activity and its subsequent resulting effects.

PUBLIC MEETING. An informal or formal meeting, workshop, or other public gathering of persons to obtain comments from the public or other agencies on a proposed project permit prior to the City's decision, but is not an open record hearing.

PUBLIC ON-SITE OPEN SPACE. A space that is accessible to the public at all times, predominantly open above, and designed specifically for use by the general public as opposed to serving merely as a setting for the building.

PUBLIC OR SEMI-PUBLIC USE. A structure or use, owned or operated by a state, county, city, school district or other public or private agency or concern for the benefit of the public generally including schools, fire stations, libraries, community building, museums, child care centers, fairgrounds, and churches but does not include specific uses or structures which are defined separately in this section.

PUMP/LIFT STATION. The part of a water collection or distribution system that raises water from a lower to a higher elevation.

QUALIFIED ARCHITECT OR ENGINEER. An architect or engineer registered in the state of Washington who, by reason of his/her training and experience, is considered qualified to pass judgment on acoustical design, materials, and methods of construction for the attenuation of noise. The qualifications of the architect or engineer relative to acoustical design must be reviewed and found to be acceptable by the building official.

QUEUING. Specified area for vehicles awaiting service in a drive-through facility, which may include not only the space between point of ingress and the point of service, but also, where applicable, points of service internal to the drive-through operation. Where a drive-through contains not just one but separate points of ordering, payment, and/or receipt of goods, queuing is considered to apply in between all three points as well as between the ingress point and initial point of service. "Queuing" may be used interchangeably with "stacking".

RECIDIVISM. A condition that results when an offender who has served a period of incarceration is subsequently released from confinement and commits a new crime. As applied herein, a recidivating event is any event that results in the filing of criminal charges in any court of competent jurisdiction; or when an offender is administratively adjudicated and judged to have violated the terms of supervision or confinement in a manner that, had he or she been prosecuted in court, would have been equivalent to a misdemeanor, gross misdemeanor or felony crime in the state of Washington. Administrative adjudications are those conducted by DOC, the Indeterminate Sentence Review Board, their successors or their surrogates. Recidivating events include any criminal conduct including those which occur within the Type 4 Group Home.

RECORDED. Unless otherwise stated, filed for record with the Auditor of the County of Pierce, State of Washington.

RECREATION. The refreshment of body and mind through forms of play, amusement or relaxation. The recreational experience may be active, such as boating, fishing, and swimming, or may be passive such as enjoying the natural beauty of the shoreline or its wildlife. Facilities included as low-intensity recreation include picnic tables, trail signs, unpaved trails and portable restrooms.

RECREATIONAL VEHICLE PARK. A plot of ground upon which two (2) or more recreational vehicles are located, established or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreational, education or vacation purposes.

RECREATIONAL VEHICLE. A camping trailer, travel trailer, motor home, truck camper, and any similar vehicular-type units primarily designed as temporary living quarters for recreational, camping or travel use, with or without motor power, being of such size and weight as to be operable over highways without requirement of a special highway movement permit.

RECYCLING CENTER. A center for the receiving and storage of recyclable materials such as paper, glass and aluminum. The center would receive materials from the general public. This use may involve some outside storage.

RECYCLING COLLECTION SITE. A site with collection boxes or other containerized storage where citizens can leave materials for recycling.

REHABILITATION. Infrequent, extensive repair of more than routine nature to existing structures or facilities which are in current use or operation.

RELIGIOUS ASSEMBLY. An establishment whose principal purpose is religious worship and for which the principal building or other structure contains the sanctuary or principal place of worship, which may include accessory uses in the main building or in separate buildings or structures such as religious educational class rooms, assembly rooms, library or reading room, recreation hall, and a single dwelling unit for caretaker or clergy and his/her immediate family.

REMOTE SWITCHING UNIT. A device or group of devices in a telephone system having the necessary equipment for terminating and interconnecting subscribers' lines, farmer lines, toll lines and inter-facilities trunks, normally dependent on one (1) or more Central Office Switching Units for full operability.

REPLAT. The act of platting the lots, parcels and easements in a recorded subdivision or partition plat to achieve a reconfiguration of the existing subdivision or partition plat or to increase or decrease the number of lots in the subdivision.

RESORT. Any area of land or water used for open land commercial or private recreation where overnight lodging, meals and related tourist services are provided in conjunction with such recreational use.

RETAIL TRADE. The sale or rental of goods and merchandise for final use or consumption.

REVEGETATION. The planting of vegetation to cover any land areas which have been disturbed during construction.

RIGHT-OF-WAY. Land owned, dedicated or conveyed to the public, used primarily for the movement of vehicles, wheelchair, bicycle, and pedestrian traffic. Right-of -way may also include land privately owned, provided that such land has been developed and constructed in compliance with all applicable laws and standards for a public right-of-way.

RIPARIAN. Of, pertaining to, or situated on the edge of the bank of a river, stream or other body of water.

RIPRAP. A layer, facing, or protective mound of stones randomly placed to prevent erosion, scour or sloughing of a structure or embankment; also, the stone so used. In local usage, the similar use of other hard material, such as concrete rubble, is also frequently included as riprap.

ROADSIDE STAND. A temporary structure designed or used for the display or sale of agricultural products primarily produced on the premises upon which such a stand is located.

ROOM. Any space in a building enclosed or set apart by a partition or partitions which is habitable and shall be deemed to apply to any room used as a bedroom, a dining room, a living room, a sitting room, a parlor, a kitchen, a sewing room, a library, a den, a music room, a dressing room, a sleeping porch, a sun room, a sun porch, a party room, a recreation room, a breakfast room, a study, and similar uses.

ROWHOUSE. A three-story residential structure in which individual dwelling units are attached along at least one (1) common wall to at least two (2) other dwelling unit. Each dwelling unit occupies space from the ground to the roof and no portion of a unit may occupy space above or below another unit, except that townhouse units may be constructed over a common shared parking garage, provided the garage is underground.

SALVAGE YARD OR JUNKYARD. A place where waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including, but not limited to, auto and motor vehicle wrecking yards, house wrecking yards, used lumber yards and yards for use of salvaged house wrecking and structural steel materials and equipment.

SCREENING. Placement of a wireless telecommunication facility such as a tower or mount among trees or other appropriate vegetation to provide a natural, aesthetic appearance to the location of such wireless telecommunication facility.

SECONDARY USE. A use subordinate to the principal or primary use of the property, such as commercial, residential, or industrial uses allowed in each zoning district, etc.

SECONDHAND DEALER. Any person engaged, in whole or in part, in the business of buying, selling, trading, or otherwise transferring for value, secondhand or used personal property, metal junk, melted metals, or precious metals and consigned or auctioned goods.

SECONDHAND PROPERTY/GOODS. Any and all used or secondhand goods or items of personal property which can be used again for the purpose for which they were originally intended, including, but not limited to, valuable items such as coins with a value greater than their face value, precious metals, precious stones and jewelry.

SECURITY BARRIER. A wall, fence, or berm that has the purpose of securing a wireless telecommunications facilities wireless service facility from unauthorized entry or trespass.

SEPTAGE. A semisolid consisting of settled sewage solids combined with varying amounts of water and dissolved materials generated from a septic tank system.

SERVICE AREAS. Service areas refer to areas, enclosed or open, that contain equipment and uses such as ground level mechanical equipment, utility vaults, loading zones, outdoor storage areas, and trash and recycling areas.

SERVICE PROVIDER. The department, district or agency responsible for providing the specific public facility or service.

SERVICE USES OR ACTIVITIES. A business which sells the knowledge or work of its people rather than a tangible product.

SETBACK. The minimum required distance, measured from the wall line of any structure and a specified line such as a property line or buffer line that is required to remain free of structures unless otherwise provided in this title.

SEWAGE SYSTEM, ON-SITE. Any system of piping, treatment devices, or other facilities that convey, store, treat, or dispose of sewage on the property where it originates or on

adjacent or nearby property under control of the user where the system is not connected to a public or approved private sewer system.

SEWAGE COLLECTION SYSTEM. Pipelines, culverts, and appurtenances which transport wastewater and sewage from points of origin to wastewater treatment plants, or which convey treated wastewater to points of discharge.

SHADING VEGETATION. Vegetation planted on the south side of a major creek that generally provides shade from midmorning to midafternoon. Examples of shading vegetation are specified in LMC 18A.50.400, Landscaping.

SHED, STORAGE. A structure in which possessions are kept for future use and which is constructed on the owner's property. The owner may not lease the structure or any portion of the storage area to a second party. The structure shall not be used for any form of commercial production or retail sales activities.

SHOPPING CENTER. A retail shopping area designed as a unit, with a minimum of six (6) tenant spaces, and which uses a common parking area.

SHORELINE. The boundary between a body of water and the land, measured on tidal waters at the landward limit of aquatic vegetation or, where aquatic vegetation is absent, Mean Higher High Water; and on non-tidal waterways at the ordinary high water mark.

SHORELINE STABILIZATION. The protection from erosion and sloughing of the banks of tidal or non-tidal streams, rivers or lakes by vegetative or structural means:

- a. Vegetative shoreline stabilization is the use of lands that anchor the soil to prevent shoreline erosion and sloughing.
- b. Structural shoreline stabilization is the use of riprap, bulkheads, sea walls, or other non-vegetative material to prevent shoreline erosion.

SIGNIFICANT TREE. An existing tree which, when measured at four and one-half (4 1/2) feet above ground

- a. has a minimum diameter of nine (9) inches for evergreen trees and deciduous trees;
- b. has a minimum diameter of six (6) inches for Garry Oaks, also known as Oregon White Oaks, and,
- c. Regardless of the tree diameter, is determined to be significant by the Community Development Director due to the uniqueness of the species or provision of important wildlife habitat.

SINGLE FAMILY ATTACHED DWELLING. A single-family residential structure that is structurally attached to another single-family residential structure and provides living accommodations for an individual or family. Attached dwelling units may be separate structures located on individual lots or on a commonly owned parcel.

SINGLE FAMILY DETACHED DWELLING. A residential dwelling unit that is not attached to another residential dwelling unit by any means and provides living accommodations for a single individual or family. Dwelling units shall be separately located, with a maximum of one (1) dwelling unit per individual lot.

SITE PLANNING. Site planning is the arrangement of buildings, driveways, sidewalks, public open spaces, landscaping, parking, and other facilities on a specific site.

SKATING RINK. A commercial facility wherein the rental of skating equipment occurs and an enclosed skating surface for private or public use is provided.

SLOPE LINE. The line perpendicular to the contour lines crossing the property.

SOIL. Soil means the surface layer of earth supporting plant life.

SOLID WASTE INCINERATOR. The processing of solid wastes by means of pyrolysis, refuse-derived fuel or mass incineration within an enclosed structure. These processes may include the recovery of energy resources from such waste or the conversion of the energy in such wastes to more useful forms or combinations thereof. This definition refers to citywide or regional-scale operations and does not include solid waste incineration which is accessory to an individual principal use.

SOLID WASTE TRANSFER STATION. The transfer of solid waste materials from route collection trucks to larger capacity semi-trailers for transport to a solid waste disposal site. The transfer activities would be conducted entirely within an enclosed structure. The use may involve a service area for the repair and maintenance of trucks and an outside parking area for trucks.

SOLID WASTE. All wastes, including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, discarded commodities, sludge from wastewater treatment plants, seepage from septic tanks, wood wastes, dangerous wastes, and problem wastes.

SOUND ABSORPTION. Capacity of the materials and furnishings in a habitable room to absorb sound.

SOUND LEVEL. In decibels, the quantity measured by an instrument that satisfies American National Standard Specification for Sound Level Meters, S1.4-1971, or the most recent revision thereof. Sound level is understood to be measured with the A-weighted filter and slow response of the instrument.

SOUND TRANSMISSION CLASS (STC) OF A PARTITION. A single figure rating of the sound-isolating properties of a partition, which takes into account the relative importance of the sound transmission loss of the partition at different frequencies. The determination of the sound transmission class of a partition is described in "Determination of Sound Transmission Class", American Society for Testing and Materials, Designation E413-73.

SOUND TRANSMISSION LOSS OF A PARTITION. A measure of the sound-isolating properties of a wall, floor, ceiling, window or door, that is characteristic of the partition itself and not the room of which it is part. The determination of sound transmission loss of a partition, in the field, is described in "Measurement of Airborne Sound Isolation in Buildings", American Society for Testing and Materials, Designation E336-71 or the latest revision thereof.

SPORTING VEHICLE. A motor- or wind-powered device used in or on the water or off normal public roads for recreational or sporting purposes.

STABILIZATION. The process of controlling or stilling the movement of sand and eroding soil by natural vegetative growth, planting of grasses and shrubs, or mechanical means such as wire net or fencing.

STACKING SPACE. The space specifically designated as a waiting area for vehicles whose occupants will be patronizing a drive-in business. Such space is considered to be located directly alongside a drive-in window, facility or entrance used by patrons and in lanes leading up to and away from the business establishment.

STORAGE. The parking of vehicles or machinery and/or the placement of equipment, inventory, goods or materials in a location for more than 72 hours or the use of a site for the parking of vehicles or machinery and/or the placement of equipment, inventory, goods or materials in a reoccurring or routine manner, regardless of the time interval.

STORMWATER CONVEYANCE FACILITIES. Features such as gutters, pipelines, culverts, manholes, weirs, man-made and natural channels, water quality filtration systems and drywells that convey stormwater.

STORMWATER MULTIPLE USE FACILITIES. Stormwater pond facilities that are also developed to allow uses such as parks, recreational, educational and research structures and activities.

STORY. That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above.

STREAMBANK ALTERATION. Realignment of a stream bank or the entire stream, either within or without its normal high water boundaries.

STREAM BANK, TOP OF. That line along the highest elevations at the top of a slope above a channel or stream, where the slope changes to less than ten (10) percent.

STREET FURNITURE. The objects placed on or near a sidewalk for use, convenience or enjoyment primarily by pedestrians such as benches or other seating arrangements, trash receptacles, mail and newspaper boxes, kiosks, light poles, and art objects.

STREET TREE FUND. A fund established by ordinance for the purpose of allowing the transfer of street improvements including street trees, landscaping and urban design features such as sidewalks and street furniture from one site to another.

STREET TREE. A species of tree approved by the City of Lakewood to be planted along street frontages in accordance with the provisions of LMC 18A.50.400, Landscaping.

STREET WALL. The construction of buildings adjacent to the edge of the sidewalk and which abut each other or are in very close proximity to one another, to create the effect of a continuous wall of building facades along the sidewalk at the property lines.

STREET, CUL-DE-SAC. A street having only one (1) outlet for vehicular traffic, with a turnaround at the closed end and which is not planned to be extended or continued to serve future subdivisions or development on adjacent lands.

STREET, STUBBED. A street having only one (1) outlet for vehicular traffic which is constructed to the edge of a property line, and which is to be extended or continued to serve future subdivisions or development on adjacent property.

STREET. A public access way located within a thirty (30) feet right-of-way that was created to provide ingress and/or egress to one (1) or more lots, parcels, areas or tracts of land and includes the terms road, highways, lanes, avenue, or similar designation.

STREETSCAPE. The streetscape is the visual character and quality of a street as determined by various elements located between the edge of the street and the building face, such as trees and other landscaping, street furniture, lighting, artwork, transit stops, signage, utility fixtures and equipment, and paving treatments. Where there are frequent and wide spaces between buildings, the streetscape will be defined by the pattern of building and open space and the character of that open space.

STRUCTURAL ALTERATION. Any change to the supporting members of a building including foundations, bearing walls or partitions, columns, beams, or girders or any structural change in the roof or in the exterior walls.

STRUCTURE (used in connection with flood regulations only). A walled and roofed building, a manufactured home, and a gas or liquid storage tank that is principally above ground.

STRUCTURE. Anything that is constructed in or on the ground or over water, including any edifice, gas or liquid storage tank, and any piece of work artificially built up or composed of parts and joined together.

SUBDIVIDER. Any person who undertakes the subdivision of land for the purpose of ownership or development at any time, whether immediate or future.

SUBDIVISION. The act of dividing a parcel or tract of land into smaller lots and tracts.

SUBDIVISION, FINAL. The final drawing of the subdivision and dedication prepared for filing for record with the County Auditor and containing all elements and requirements set forth in this Title and Chapter 58.17 RCW.

SUBSTANTIAL IMPROVEMENT (for the purposes of flood regulations only). Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either:

- a. Before the improvement or repair is started, or
- b. If the structure has been damaged and is being restored, before the damage occurred.

Substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not the alteration affects the external dimensions of the building. The term does not, however, include:

- a. Any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions, or
- b. Any alteration of a structure listed on the National Register of Historical Places or a State Inventory of Historic Places.

SURFACE MINING. Any area or areas within one-half (1/2) mile of each other, where extraction of minerals from the surface results in: Removal of five thousand (5,000) cubic yards of material; or More than three acres of disturbed area; or Mined Slopes greater than thirty (30) feet high land steeper than one (1) foot horizontal to one (1) foot vertical; or more than one (1) acre of disturbed area within an eight (8) acre or greater area when the disturbed area results from mineral prospecting or exploration activities. Surface mines include areas where mineral extraction from the surface occurs by the auger method or by reworking mine refuse or tailings, when these activities exceed the quantity, size, or height threshold listed above. Surface mining shall not include excavations and grading for the purpose of public safety or restoring the land following a natural disaster.

SURVEY AND MONUMENT. To locate and monument the boundaries of a partition parcel, road right-of-way or road easement.

TELECOMMUNICATIONS SERVICE. The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

TELECOMMUNICATIONS. The transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information as sent and received.

TEMPORARY USE. A non-permanent structure, use or activity involving minimal capital investment that does not result in the permanent alteration of the site and which is intended to exist or operate for a limited period of time.

TOWER [FOR THE PURPOSES OF WIRELESS TELECOMMUNICATIONS FACILITIES (WTF)]. Any structure that is designed and constructed primarily for the purpose of supporting one (1) or more antennas for telecommunications, including, but not limited to, radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers or personal communications services towers, alternative tower structures and other similar communication purposes. The term includes the structure, all structural supports, and all related buildings and appurtenances.

TOWNHOUSE. A two-story residential structure in which individual dwelling units are attached along at least one (1) common wall to at least two (2) other dwelling units. Each dwelling unit occupies space from the ground to the roof and no portion of a unit may occupy space above or below another unit, except that townhouse units may be constructed over a common shared parking garage, provided the garage is underground.

TOXIC MATERIALS. A substance (liquid, solid, or gaseous) which by reason of an inherent deleterious property tends to destroy life or impair health.

TRACT. Any parcel of land, lot, building site, or contiguous combination thereof devoted to or intended to be devoted to a principal use and any other uses customarily accessory thereto.

TRAILER, AUTOMOBILE COMMERCIAL. A vehicle without motor power designed to be drawn by a motor vehicle and which trailer is used or is to be used for carrying goods and property.

TRANSFER STATION, DROP-BOX. A solid waste facility requiring a state solid waste permit which is used for placement of a detachable container including the area adjacent for necessary entrance and exit roads, unloading and turn-around areas. The facility normally serves the general public with loose loads and receives waste from offsite.

TRANSFER STATION. A solid waste facility requiring a state solid waste permit which is a permanent, fixed supplemental collection and transportation facility, used by person and route collection vehicles to deposit collected solid waste from offsite into a larger transfer

vehicle for transport to a disposal facility. It may include baling or compaction activities or recycling facilities.

TRANSITIONAL HOUSING. A facility operated publicly or privately to provide housing for individuals or families who might otherwise be homeless and generally have no other immediate living options available to them. Transitional housing shall not exceed a two (2) year period per individual or family.

TRANSIT-ORIENTED DEVELOPMENT. Development that is centered around and coordinated in its use and design with a transit station or other transit facility. Transit-oriented development includes a variety of different planning and development projects, but is typically compact, medium to high density, mixed-use development within walking distance of transit with a focus on pedestrian orientation and creating neighborhood centers, places and/or gathering spots.

TRANSPARENT GLASS. Windows that are transparent enough to permit the view of activities within a building from nearby streets, sidewalks and public spaces. Tinting or some coloration is permitted, provided a reasonable level of visibility is achieved. Reflective or very dark tinted glass does not accomplish this objective.

TREE REMOVAL PERMIT. An approval granted by the Community Development Department to remove a significant tree(s) within the city.

TREE. Any living woody plant characterized by one (1) main trunk and many branches.

UNIFORM BUILDING CODE (UBC). The current version of the Uniform Building Code, published by the International Conference of Building Officials.

UNIQUE AND FRAGILE AREA. An area of special environmental significance for wildlife habitat, threatened plant communities or natural scenic quality.

UNLICENSED WIRELESS SERVICES. Commercial mobile services that operate on public frequencies and are not required to have a FCC license to operate.

USE CATEGORY. A group of similar use types that are associated with each other to such an extent that they represent a general land use function.

USE TYPE. A group of similar uses that are fundamentally related to each other, contain equivalent characteristics, and which fall within the same use category.

USE, PERMITTED. Any use allowed in a zoning district and subject to the restrictions applicable to the specific use.

USE, PRINCIPAL. The primary or predominant use of any lot or parcel.

USE. The purpose or activity for which land or buildings are designed, arranged, or intended, or for which land or buildings are occupied, maintained, rented, or leased, and includes any manner of performance of such activity with respect to the performance standards of this zoning code. A use often involves the placement of structures or facilities for industry, commerce, habitation, or recreation.

UTILITIES. Public facilities including electrical substation, electrical generation facilities, electrical transmission, telephone or communication lines, pipelines, sewer lines, water lines, natural gas lines, or similar transmission facilities, natural gas gate valve and storage facilities, sewage collection and treatment facilities, waste disposal facilities, waste transfer facilities, and water supply facilities.

UTILITY VEHICLE. A utility vehicle includes those devices capable of being moved upon a public highway and in, upon, or by which any property or animal is or may be transported or drawn upon a public highway such as utility trailers, horse trailers, and other similar devices, except for devices moved by human or animal power or used exclusively upon stationary rails or tracks.

VARIANCE. A modification of regulations of this title when authorized by the hearing examiner after finding that the literal application of the provisions of this title would cause undue and unnecessary hardship in view of certain facts and conditions applying to a specific parcel of property.

VEGETATIVE GROUNDCOVER. Low growing vegetation that does not usually exceed one (1) foot in height and eventually grows together to form a continuous mass.

VETERINARY CLINIC. Any premises to which animals are brought, or where they are temporarily kept, solely for the purpose of diagnosis or treatment, care, observation or treatment of any illness or injury to domestic or exotic animals.

WAREHOUSE. A structure, or part of a structure, for storing goods, wares, and merchandise, whether for the owner of the structure or for others.

WASTE-TO-ENERGY FACILITY, MUNICIPAL SOLID WASTE. A combustion plant specializing in disposal of or energy recovery from mixed waste from municipal sources.

WASTE-TO-ENERGY FACILITY, SPECIAL. A combustion plant designed to burn more than twelve (12) tons per day and specializing in disposal of or energy recovery from a single type of waste of known and consistent composition, other than municipal waste, such as tires or infectious waste.

WASTE-TO-ENERGY FACILITY. Any solid waste facility designed as a combustion plant to dispose of solid waste or to recover energy in a useable form from mass burning, refuse-derived fuel incineration, pyrolysis or any other means of using the heat of combustion of solid waste which requires a state solid waste permit under RCW 70.95.

WASTEWATER TRANSFER FACILITY. Equipment, structures, driving and parking surfaces, and appurtenances used for loading wastewater for transport to wastewater treatment facilities.

WASTEWATER. Water that carries waste from domestic, commercial or industrial facilities together with other waters which may inadvertently enter the sewer system through infiltration and inflow.

WATER PURIFICATION FACILITY. Treatment plants or facilities for disinfecting water.

WATER SUPPLY, POTABLE. A water source that complies with appropriate state agency regulations as to quality and quantity for use as a drinking source.

WESTERN STATE HOSPITAL CAMPUS. A hospital and surrounding buildings, wards, and related and/or accessory structures, operated and maintained by the state of Washington for the care and treatment of patients affected with acute or chronic mental illness. The campus also includes the operation of an existing child study and treatment center and forensic center, both of which are located on the grounds of the Western State Hospital campus. Mental health facilities, the child study and treatment center, and the forensic center are subject to the public facilities master plan development standards listed in LMC 18A.30.850 as hereafter may be amended. The mental health facilities located at Western State Hospital are considered to constitute an Essential Public Facilities Civic use type.

WETLAND CREATION. Alteration, by excavation or other means, of upland areas to allow local hydrologic conditions to convert soils and vegetation to hydric character.

WETLAND ENHANCEMENT. An action which results in a long term improvement of existing wetland functional characteristics and processes that is not the result of a creation of restoration action.

WETLANDS. Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

WHIP ANTENNA. An omnidirectional dipole antenna of cylindrical shape that is no more than six inches in average diameter.

WHOLESALE. Establishments primarily engaged in selling merchandise to retailers; industrial, commercial, institutional, or professional business users; or other wholesalers; or acting as agents or brokers and buying for or selling merchandise to such individuals or companies; and professional and commercial equipment suppliers.

WIRELESS TELECOMMUNICATIONS FACILITIES (WTF), INCLUDING PERSONAL WIRELESS SERVICE. Personal wireless service facilities, and facilities as defined in Title 47, United States Code, Section 332(c)(7)(C), including all future amendments,

and also includes facilities for the transmission and reception of radio or microwave signals used for communication, telecommunication, cellular phone personal communications services, enhanced specialized mobile radio, any other services licensed by the FCC, and any other unlicensed wireless services.

YARD. An open area on a lot with a building and bounded on one (1) or more sides by such building, such space being unoccupied land unobstructed from the ground upward.

YARD SALE. All temporary and intermittent sales which may be variously referred to as "garage sale," "lawn sale," "attic sale," "rummage sale," "estate sale," or any similar casual sale of tangible personal property from a residence or community use which is advertised by any means whereby the public at large is or can be made aware of the sale, and which is clearly secondary to the primary use of the site.

YARD, FRONT. An open space on the same lot with the building, between the front wall line of the building, exclusive of steps, and the front property line, including the full width of the lot to its side line.

YARD, REAR. An open space on the same lot with the building between the rear wall line of the building, exclusive of steps and accessory buildings, and the rear line of the lot, including the full width of the lot to its side lines.

YARD, SIDE. An open, unoccupied space on a lot, between the side wall line of the main building, exclusive of steps, and the side property line of the lot.

ZONING CERTIFICATION. A certificate, issued prior to a project permit, stating that the proposed use is in accordance with the requirements and standards of this title

ZONING DISTRICT. An area accurately defined as to boundaries and location, and classified by the Zoning Code as available for certain types of uses and within which other types of uses are excluded.

ZONING. The regulation of the use of private lands or the manner of construction related thereto in the interest of implementing the goals and policies of the comprehensive plan. Zoning includes both the division of land into separate and distinct zoning districts, and the specific use and development standards that regulate development. Such regulation shall also govern those public and quasi-public land use and buildings that provide for government activities and proprietary type services for the community benefit, except as prohibited by law. State and federal governmental activities are strongly encouraged to cooperate under these regulations to secure harmonious city development.

Section 7. 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 8. This Ordinance shall take effect 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 4th day of August, 2014.

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)

August 5, 2014.

**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 4th day of August, 2014.

ORDINANCE NO. 592

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Sections 18A.20.900, 18A.90.200 of the Lakewood Municipal Code (LMC); and creating Sections 18A.70.320, 18A.70.321, 18A.70.322, 18A.70.323 LMC; relating to boarding houses.

Section 1 of the Ordinance provides for amending Section 18A.20.900 LMC entitled “Accessory Use Category - Land Use Types and Levels.”

Section 2 of the Ordinance provides for creating Section 18A.20.320 LMC entitled “Boarding Houses.”

Section 3 of the Ordinance provides for creating Section 18A.20.321 LMC entitled “Purpose – Boarding Houses.”

Section 4 of the Ordinance provides for creating Section 18A.20.322 LMC entitled “Applicability – Boarding Houses.”

Section 5 of the Ordinance provides for creating Section 18A.20.323 LMC entitled “Standards – Boarding Houses.”

Section 6 of the Ordinance provides for amending Section 18A.90.200 LMC entitled “Definitions.”

Section 7 of the Ordinance provides that if any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 8 of the Ordinance provides that this Ordinance shall take effect shall take place thirty (30) days after its publication or publication of a summary of its intent and contents.

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

Alice M. Bush, MMC, City Clerk

Published in the Tacoma News Tribune: _____

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: August 4, 2014	TITLE: Approve Greater Tacoma Regional Convention Center Public Facilities District Charter Amendment.	TYPE OF ACTION: — ORDINANCE <u>X</u> RESOLUTION 2014-19
REVIEW: July 28, 2014	ATTACHMENTS: Resolution 2014-19	— MOTION — OTHER

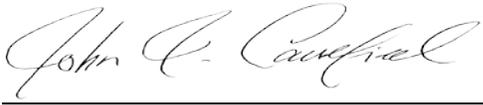
SUBMITTED BY: Heidi Ann Wachter, City Attorney

RECOMMENDATION: It is recommended that the City Council agree to amend the charter for the Greater Tacoma Regional Convention Center Public Facilities District (GTRCC-PDF) to allow lobbying on behalf of the organization.

DISCUSSION: The City Council was briefed on this matter at the Study Session held Monday, July 28. The request is that the section of the Charter which prohibits lobbying by the GTRCC-PDF be removed. The Resolution passed by Tacoma was provided for reference, however that Resolution authorizes removal of the entire section. In full, the section as currently written prohibits both lobbying and campaigning. Using public money to support or oppose campaigns goes beyond what is requested and potentially runs afoul of allowed uses of public money. For this reason, the resolution provided authorizes only the removal of the language related to influencing legislation, which is allowed.

ALTERNATIVE(S): If the City of Lakewood is not in agreement as to amending the Charter of the GTRCCPDF to allow lobbying, the GTRCC-PDF cannot participate in informing and educating our legislature of the impact of the sunset of the sales tax rebate and options for extending it.

FISCAL IMPACT: There is no fiscal impact; money spent as a result comes from the GTRCC-PDF.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

RESOLUTION NO. 2014-19

A RESOLUTION of the City Council of the City of Lakewood, Washington, relating to the Greater Tacoma Regional Convention Center Public Facilities District; approving an amendment to Article VI, Section 2, of the Charter of the Greater Tacoma Regional Convention Center Public Facilities District to eliminate, in relevant part, Article VI, Limits on District Powers.

WHEREAS, the Greater Tacoma Regional Convention Center Public Facilities District ("PFD") was formed by participating jurisdictions to facilitate the construction and operations of the Greater Tacoma Convention and Trade Center ("GTCTC"), and

WHEREAS, the governance of the PFD is subject to a Charter approved by the legislative bodies of the participating jurisdictions, and

WHEREAS, the PFD has authority, for a period of 20 years from the date of establishment of the GTCTC, to collect a .033 percent sales and use tax to be used toward payment of long-term debt of the GTCTC, which rebate will expire in 2019, and

WHEREAS, the Association of Washington State Public Facilities Districts ("Association") is a voluntary association formed in 2011 to support and enhance the exchange of information, delivery of services, and other matters that serve the interest of its member Public Facility Districts, including the PFD, and

WHEREAS, one of the goals of the Association is to work toward extending the .033 percent sales and use tax beyond the current 20-year timeframe, and

WHEREAS, the PFD Charter precludes any activities which might attempt to influence legislation, and must be amended in order for the PFD to fully participate in the initiatives of the Association, and

WHEREAS, the PFD Board of Directors ("Board") recommends that each participating jurisdiction, to include the cities of Tacoma, University Place, Fife, and Lakewood; and Pierce County, approve legislation authorizing the elimination of Article VI, Section 2, of the Charter, which states:

No part of the activities of the District shall be the carrying on of propaganda or otherwise attempting to influence legislation;

WHEREAS, eliminating this section would enable the PFD to actively participate with the Association and more effectively advocate on behalf of the GTCTC.

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

Section 1. That the City Council hereby approves an amendment to the Charter of the Greater Tacoma Regional Convention Center Public Facilities District to eliminate in relevant part, Article VI, Section 2, entitled Limits on District Powers, said document to be substantially in the form of the proposed document on file in the office of the City Clerk.

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

PASSED by the City Council this 4th day of August, 2014.

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:	TITLE: Washington State Department of Transportation (WSDOT) Interlocal Agreement, in an amount not to exceed \$484,135.62, for construction administration services in association with the Madigan Access Project – Phase 2.	TYPE OF ACTION:
August 4, 2014		— ORDINANCE
		— RESOLUTION
REVIEW:		<u>X</u> MOTION 2014-45
August 4, 2014	ATTACHMENTS: Interlocal Agreement	— OTHER

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

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute an Interlocal Agreement, in an amount not to exceed \$484,135.62, with the Washington State Department of Transportation (WSDOT) for construction administration services in association with the Madigan Access Project – Phase 2.

DISCUSSION: The City of Lakewood is currently completing the construction bid documents for the Madigan Access Project – Phase 2. Through this phase of the project, the Interstate 5 (I-5) Berkeley Street Bridge will be widened to accommodate one additional in-bound lane to Madigan Army Hospital and curb and sidewalks on both sides. In addition the southbound I-5 off-ramp will be widened for a second left turn lane. The two terminal ramp signals and the railroad crossing signal will be replaced.
(Continued on page 2)

ALTERNATIVE(S): Other alternatives considered in administering this contract included: 1) City staff complete construction administration. Currently city staff does administer its construction contracts. However, this contract with the bridge and WSDOT traffic signals is beyond city staff current skill set. In addition, there are not enough city staff available for this project due to heavy work load.
(Continued on page 2)

FISCAL IMPACT: All costs associated with this agreement will be 100% reimbursed by the Department of Defense, Office of Economic Adjustment (OEA) grant for the Madigan Access Improvement Project and are within budgeted amounts for this scope of work.

Prepared by	 <hr style="border: 0; border-top: 1px solid black;"/>
Department Director	City Manager Review

DISCUSSION (continued from page 1):

This Agreement also serves as a “right-of-entry” agreement for the city’s contractor to complete the work within WSDOT’s right-of-way.

Under the current grant administration and interlocal agreements, the city and WSDOT have been working together to complete the design, plans, and specifications to meet WSDOT requirements as the result of this project will be mostly WSDOT owned and maintained facilities.

ALTERNATIVES (continued from page 1):

2) City could hire a consultant to provide construction administration services. This alternative would be similar in costs. However, this would require more oversight on the city and WSDOT’s part which could ultimately cost more than WSDOT construction administration. Again, with the heavy workload, city staff would not have the resources to oversee a consultant.

3) The recommended alternative is for WSDOT to provide construction administration. Due to the heavy impacts to the I-5 facilities as part of this project, WSDOT would need to provide some oversight of this construction. Therefore, it is most efficient and cost effective for WSDOT to oversee construction on WSDOT facilities. Also WSDOT will be providing public relations and outreach prior to and during construction including a project web site to keep the traveling public informed.

The consultants (for bridge and signals) that are the “engineers of record”, will be kept on contract through the duration of the construction to provide engineering design (if necessary) for change orders. This will be done by separate action via supplements to current consultant agreements.



State Construction Administration of Local Agency Project Work by State - Actual Cost			Local Agency and Address
			City of Lakewood 6000 Main Street SW Lakewood, WA 98499-5027
Agreement Number			Section / Location
JC 4032			I-5 Madigan Access Improvements
State Route	Control Section	Region	
5	270101	Olympic	
STATE Project Manager			LOCAL AGENCY Contact
Name			Name
Kim Mueller			Desiree Winkler
Title			Title
Project Engineer			Transportation Division Manager
Address			Address
6610 16th St. E. Suite B Fife, WA 98424-1568			6000 Main Street SW Lakewood, WA 98499-5027
Email			Email
muellek@wsdot.wa.gov			dwinkler@cityoflakewood.us
Phone			Phone
(253) 365-6750			(253) 983-7795

The below Sections denoted by a selection box that are not identified by a marked X in the selection box do not apply to this Agreement.

This Agreement is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (STATE) and the above named Local Agency (LOCAL AGENCY).

WHEREAS, the LOCAL AGENCY is planning the construction of a project as described in the Description of Project above and/or as further described in an attached exhibit, hereinafter the "Project," and

WHEREAS, the Project is partially or entirely within state-owned right of way, and

WHEREAS, the construction of the Project could significantly impact the safety, maintenance and operation of the state transportation system, and

WHEREAS, the STATE deems it to be in the STATE's best interest for the STATE to provide construction administration for the Project in an effort to control and minimize impacts to the safety, maintenance and operation of the state transportation system,

NOW, THEREFORE, pursuant to RCW 47.28.140 and/or chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibit A, and Exhibit B, if attached, which is/are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

1.1 The STATE, on behalf of the LOCAL AGENCY, agrees to perform construction administration for the Project, as further provided herein and pursuant to the attached exhibits. Exhibit A is the Cost Estimate. Exhibit B, if attached, further defines the Project.

2. DESIGN: STATE APPROVAL

The LOCAL AGENCY may contact the STATE's Project Manager or his/her designee (hereinafter Project Manager), to determine the appropriate design review process requirements.

2.1 The LOCAL AGENCY agrees not to advertise the Project for bids before receiving the following STATE written approvals for the portions of the Project located within state-owned right of way:

- (a) Design Approval;
- (b) Project Development Approval;
- (c) Plans, Specifications, and Cost Estimate (PS&E) Approval; and
- (d) Construction Start Date approval.

2.1.1 Project design and design documentation shall conform to the STATE's Design Manual and policies.

OR

2.1 The LOCAL AGENCY agrees not to advertise the Project for bids before receiving the following STATE written approvals for the portions of the Project located within state-owned right of way:

- (a) Plans, Specifications, and Cost Estimate (PS&E) Approval; and
- (b) Construction Start Date approval.

2.1.1 Project design shall conform to the STATE's Design Manual and policies.

2.2 The STATE may require that the Parties jointly conduct a Project constructability review and that the LOCAL AGENCY incorporate the changes recommended by the review into the plans, specifications, and estimates (PS&E) before advertising the Project for bids. The following shall be available before conducting the Project constructability review.

- (a) Cross sections including critical cross sections at key locations;
- (b) Staging plan describing and showing how the Project will be constructed;
- (c) Draft hydraulic report; and
- (d) Draft geotechnical report.

2.3 The LOCAL AGENCY agrees to develop the PS&E in accordance with the State of Washington Standard Specifications for Road, Bridge and Municipal Construction and amendments thereto, current as of the date of contract advertisement (Standard Specifications).

- 2.4 The LOCAL AGENCY has previously agreed under a separate agreement, agreement No. JC 1312 , to have the STATE provide Project design and PS&E review services, including but not limited to STATE review of all Project submittals and coordination efforts with the LOCAL AGENCY prior to advertisement (AD) of the Project for bids. Upon execution of this Agreement, agreement No. JC 1312 shall terminate once all payments under that agreement are received by the STATE, and the provisions of this Agreement, including reimbursement in accordance with Section 8, shall control the Parties' obligations with respect to the Project.

OR

- 2.4 The LOCAL AGENCY hereby agrees to have the STATE provide Project design and PS&E review services, including but not limited to STATE review of all Project submittals and coordination efforts with the LOCAL AGENCY prior to advertisement (AD) of the Project for bids, hereinafter the "Services." Reimbursement shall be in accordance with Section 8.
- 2.5 All STATE reviews and approvals provided for herein are solely for the benefit of the STATE and not for the benefit of the LOCAL AGENCY or any other third party.

3. PERMITTING, RIGHT OF WAY, AD AND AWARD

- 3.1 The LOCAL AGENCY shall be responsible to secure the following for the Project:
- (a) State Environmental Policy Act (SEPA) approval;
 - (b) National Environmental Policy Act (NEPA) approval, if applicable;
 - (c) All permits; and
 - (d) Right of way, including temporary construction easements needed to construct the Project, and an executed STATE airspace lease, cooperative agreement, or maintenance agreement, pursuant to Section 12.2, if required.
- 3.2 The LOCAL AGENCY shall advertise the Project for bids, prepare and issue any addenda, and award and execute the Project construction contract. Any Project addenda affecting state-owned right of way must be reviewed and approved by the STATE prior to issuance.

4. CONSTRUCTION ADMINISTRATION

- 4.1 The STATE agrees to provide construction administration for the LOCAL AGENCY's Project construction contract. The executed Project contract plans, addenda, and specifications (hereinafter Contract) are by this reference made a part of this Agreement as if fully attached and incorporated herein. The STATE's Project Manager will provide all necessary services and tools to provide construction administration, including but not limited to: answering questions during advertisement, surveying, inspection, materials testing, and the representation necessary to administer the Contract construction to ensure that the Project is constructed in accordance with the Contract.
- 4.2 The LOCAL AGENCY may elect to have certain construction administration elements and/or tools provided in whole or in part by its contractor (hereinafter Contractor), if included as a Contract bid item, or by the LOCAL AGENCY. Any construction administration to be performed by the LOCAL AGENCY's Contractor or by the LOCAL AGENCY shall require STATE prior written approval.
- 4.3 The LOCAL AGENCY agrees that both formal and informal communication between the LOCAL AGENCY and its Contractor shall be through the STATE's Project Manager. The LOCAL AGENCY shall make the STATE's Project Manager aware by copy or written account of any direct communication affecting the Contract. The STATE's Project Manager shall communicate regularly with the LOCAL AGENCY to keep the LOCAL AGENCY up-to-date on all significant issues affecting the Project.

- 4.4 The LOCAL AGENCY may also inspect the Project. All contact between the LOCAL AGENCY's inspector(s) and the Contractor shall be only through the STATE's Project Manager or his/her designee.
- 4.5 The STATE will provide the LOCAL AGENCY with monthly progress reports, which will include details regarding progress of the Contract work, working days, updates to the Contractor's critical path schedule, progress estimates for payments to the Contractor, estimated costs for the STATE's construction administration, Contract changes, and a comparison of planned vs. actual quantities.
- 4.6 The STATE will prepare the final construction documentation in conformance with the STATE Construction Manual. Unless "as-built" plans are to be maintained and provided by the Contractor as part of the Contract, the STATE will maintain one set of plans as the official "as-built" set and make notations in red ink of all plan revisions as required by the STATE's Construction Manual. The STATE will submit one reproducible set of as-built plans to the CITY within six (6) months of final Project acceptance pursuant to Section 7.
- 4.7 Should for any reason, the LOCAL AGENCY decide not to complete the Project after construction has begun, the STATE, in its sole discretion, shall determine what work must be completed to restore state facilities and/or right of way to a condition and configuration that is safe for public use, operation, and maintenance, and the LOCAL AGENCY agrees that the STATE shall have the authority to direct the Contractor to complete the restoration. The LOCAL AGENCY agrees that all costs associated with Contract termination, including but not limited to engineering, completing state facility and right of way restoration, and Contractor claims, will be the sole responsibility of the LOCAL AGENCY. If the Contractor is not available to restore the state facilities and right of way, the STATE may perform, or contract to perform, the restoration work at LOCAL AGENCY expense. Payment to the STATE shall be pursuant to Section 8. This section shall survive the termination of this Agreement.
- 4.8 Upon completion of the Project, the STATE shall submit all Project construction records, except the STATE's copy of the "as-built" plans, to the LOCAL AGENCY for retention. The LOCAL AGENCY agrees to maintain these records for not less than three (3) years.

5. CONTRACT CHANGES

- 5.1 Changes to the Contract will be documented by change order as defined in the Standard Specifications. The STATE shall prepare all change orders in accordance with the STATE's Construction Manual (M41-01), current edition.
- 5.2 Required change orders are change orders that involve any or a combination of the following:
- (a) Changes in the work, work methods, working days, or quantities as necessary to satisfactorily complete the scope of the Project within state-owned right of way.
 - (b) Mitigating an emergency or safety threat to the traveling public.
- All other change orders shall be considered elective.
- 5.3 The STATE will advise the LOCAL AGENCY of any proposed change order as soon as reasonably practical.
- 5.4 The STATE will develop required change orders, secure signatures from the Contractor, approve and submit final required change orders to the LOCAL AGENCY for execution and payment.
- 5.5 The LOCAL AGENCY authorizes the STATE to initiate, negotiate, document, approve, and direct the Contractor by either verbal or written direction in all matters regarding required changes described in Section 5.2.
- 5.6 The STATE reserves the right, when necessary due to emergency or safety threat to the traveling public, as solely determined by the STATE, to direct the Contractor to proceed with work associated with a required change prior to the LOCAL AGENCY's execution of the change order. If time permits, the STATE will provide an opportunity for the LOCAL AGENCY to review the required change before providing direction to the Contractor.
- 5.7 In the event that the LOCAL AGENCY disagrees with the STATE's determination of a required change, the LOCAL AGENCY may pursue resolution under Section 13.5, Disputes. However, any delays to the Contract due to the LOCAL AGENCY pursuing the Disputes process shall be at LOCAL AGENCY expense.

- 5.8 The LOCAL AGENCY may request additions or modifications to the Contract through the STATE. These additions or modifications shall be deemed elective change orders. The STATE will direct the Contractor to implement elective change(s), provided that the change(s) comply with the Standard Specifications, Project permits, and state and federal laws, rules, regulations, and design policies. The STATE will develop elective change orders, secure signatures from the Contractor and submit final elective change orders to the LOCAL AGENCY for approval, execution, and payment, except when approval and execution of the elective change order by the LOCAL AGENCY is not required pursuant to Section 5.13.
- 5.9 Changes to structures within state-owned right of way must be reviewed and approved by the STATE Bridge Office and STATE Geotechnical Division of the Materials Laboratory before implementation.
- 5.10 Changes to electrical and intelligent transportation systems within the state-owned right of way must be reviewed and approved by the STATE Region Traffic Office before implementation.
- 5.11 The STATE will notify the LOCAL AGENCY of errors or omissions in the Contract as soon as reasonably practical. The LOCAL AGENCY shall provide to the STATE the necessary documents (PS&E) that will be incorporated into a change order; however, if both Parties agree in writing, the STATE will produce the necessary documents at LOCAL AGENCY expense.
- 5.12 The LOCAL AGENCY authorizes the STATE to direct the Contractor to proceed with changed work prior to consultation with the LOCAL AGENCY when the STATE deems it necessary to avoid exposure to delay claims. The STATE will consult with the LOCAL AGENCY as soon as reasonably practical.
- 5.13 The LOCAL AGENCY authorizes the STATE to direct the Contractor to proceed with changed work prior to consultation with the LOCAL AGENCY for elective changes, each resulting in cost increases of \$ 15,000 or less.

6. PAYMENTS TO CONTRACTOR

- 6.1 The STATE shall prepare summaries of the amount due to the Contractor from the LOCAL AGENCY for work performed in accordance with the terms of the Contract (Progress Estimates). The STATE shall submit monthly Progress Estimates to the LOCAL AGENCY for payment by the LOCAL AGENCY to the Contractor.
- 6.2 The LOCAL AGENCY agrees that it shall be solely responsible for all costs associated with the LOCAL AGENCY's Project. The LOCAL AGENCY further agrees that the STATE shall have no liability or responsibility for payment of any or all Project Contractor or subcontractor costs, including material costs and the costs of required and/or elective change orders, or costs associated with Contractor claims and/or delays attributable to failure of performance by the LOCAL AGENCY.
- 6.3 The LOCAL AGENCY shall at all times indemnify and hold harmless the STATE from all claims for labor or materials in connection with the Project located on state-owned right of way, and from the cost of defending against such claims, including attorney fees. In the event a lien is filed upon the state-owned right of way, the LOCAL AGENCY shall (1) Record a valid Release of Lien; (2) Deposit sufficient cash with the STATE to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lien holder claim; or (3) Procure and record a bond which releases the state-owned right of way from the claim of the lien and from any action brought to foreclose the lien.

7. PROJECT ACCEPTANCE

- 7.1 Prior to acceptance of the Project and the STATE's construction administration, the STATE and the LOCAL AGENCY will perform a joint final inspection of the Project. The LOCAL AGENCY agrees, upon satisfactory completion of the Project by its Contractor and receipt of a "Notice of Physical Completion," as determined by the STATE, to deliver a letter of acceptance of the Project and the STATE's construction administration which shall include a release of the STATE from all future claims or demands, except from those resulting from the negligent performance of the STATE's construction administration under this Agreement.

- 7.2 If a letter of acceptance of the Project is not received by the STATE within sixty (60) calendar days following delivery of a "Notice of Physical Completion" of the Project to the LOCAL AGENCY, the Project and the STATE's construction administration shall be considered accepted by the LOCAL AGENCY and the STATE shall be released from all future claims or demands, except from those resulting from the negligent performance of the STATE's construction administration under this Agreement.
- 7.3 The LOCAL AGENCY may withhold its acceptance of the Project and the STATE's construction administration by submitting written notification to the STATE within sixty (60) calendar days following "Notice of Physical Completion" of the Project. This notification shall include the reason(s) for withholding the acceptance. The Parties shall then work together to resolve the outstanding issues identified in the LOCAL AGENCY's written notification. Upon resolution of the outstanding issues, the LOCAL AGENCY will promptly deliver the letter of acceptance to the STATE.

8. PAYMENT TO STATE

- 8.1 The LOCAL AGENCY, in consideration of the faithful performance of the STATE's construction administration and Services provided by the STATE as described in this Agreement, agrees to reimburse the STATE for its actual direct and related indirect costs. A cost estimate for the STATE's construction administration and Services is provided as Exhibit A.
- 8.2 The STATE shall submit monthly invoices to the LOCAL AGENCY after construction administration and Services have been performed and a final invoice after acceptance of the Project and STATE's construction administration. The LOCAL AGENCY agrees to make payments within thirty (30) calendar days of receipt of a STATE invoice. These payments are not to be more frequent than one (1) per month. If the LOCAL AGENCY objects to all or any portion of any invoice, it shall notify the STATE in writing of the same within fifteen (15) calendar days from the date of receipt and shall pay that portion of the invoice not in dispute. The Parties shall immediately make every effort to settle the disputed portion of the invoice.
- 8.3 A payment for the STATE's construction administration and Services will not constitute agreement as to the appropriateness of any item, and at the time of final invoice, the Parties will resolve any discrepancies.
- 8.4 INCREASE IN COST: In the event unforeseen conditions require an increase in cost for the STATE's construction administration and Services by more than twenty-five (25) percent above the cost estimate in Exhibit A, the Parties must negotiate and execute a written amendment to this Agreement addressing said increase prior to the STATE performing any construction administration or Services in excess of said amount.

9. RIGHT OF ENTRY

- 9.1 The LOCAL AGENCY hereby grants to the STATE, its employees, and authorized agents, a right of entry upon all land in which the LOCAL AGENCY has an interest for the STATE to perform construction administration and Services under this Agreement.
- 9.2 The STATE hereby grants to the LOCAL AGENCY, its employees, authorized agents, contractors and subcontractors a right of entry upon state-owned right of way for the LOCAL AGENCY to provide inspection and to construct the Project.
- 9.3 Where applicable, the LOCAL AGENCY hereby grants to the STATE, its employees, and authorized agents, a right of entry upon all land in which the LOCAL AGENCY has an interest for the STATE to operate, maintain, and/or reconstruct signal loop detectors and appurtenances for signals belonging to the STATE, if any, that are constructed as part of the Project and located within the LOCAL AGENCY's right of way. The terms of this section shall survive the termination of this Agreement.

10. CLAIMS

- 10.1 Contractor Claims for Additional Payment: In the event the Contractor makes a claim for additional payment associated with the Project work, the STATE will immediately notify the LOCAL AGENCY of such claim. The STATE shall provide a written recommendation to the LOCAL AGENCY regarding resolution of Contractor claims. The LOCAL AGENCY agrees to defend such claims at its sole cost and expense. The STATE will cooperate with the LOCAL AGENCY in the LOCAL AGENCY's defense of the claim. The LOCAL AGENCY shall reimburse any STATE costs incurred in providing such assistance, including reasonable attorneys' fees, pursuant to Section 8.
- 10.2 Third Party Claims for Damages Post Project Acceptance: After Project acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs because of the Project located on local agency or state-owned right of way, the Party owning the right of way shall defend such claims and hold harmless the other Party, and the other Party shall not be obligated to pay any such claim or the cost of defense. Nothing in this section, however, shall remove from the Parties any responsibilities defined by the current laws of the state of Washington or from any liabilities for damages caused by the Party's own negligent acts or omissions. The provisions of this section shall survive the termination of this Agreement.

11. DAMAGE TO THE PROJECT DURING CONSTRUCTION

- 11.1. The LOCAL AGENCY authorizes the STATE to direct the LOCAL AGENCY's Contractor to repair all third party damage to the Project during construction.
- 11.2 The LOCAL AGENCY agrees to be responsible for all costs associated with said third party damage and for collecting such costs from the third party.
- 11.3 The STATE will document the third party damage by required change order and cooperate with the LOCAL AGENCY in identifying, if possible, the third party. The STATE will also separately document and invoice the LOCAL AGENCY for the STATE's costs associated with third party damage. STATE costs shall be reimbursed pursuant to Section 8.

12. OWNERSHIP, OPERATION AND MAINTENANCE

- 12.1 Upon acceptance of the Project as provided in Section 7, the LOCAL AGENCY shall be the sole owner of that portion of the Project located within the LOCAL AGENCY's right of way, and the LOCAL AGENCY shall be solely responsible for all future operation and maintenance of the Project located within the LOCAL AGENCY's right of way at its sole cost, without expense or cost to the STATE, except for any improvements made pursuant to Section 9.3.
- 12.2 Upon acceptance of the Project as provided in Section 7, the STATE shall be the sole owner of that portion of the Project located within state-owned right of way, and the STATE shall be solely responsible for all future operation and maintenance of the Project located within state-owned right of way at its sole cost, without expense or cost to the LOCAL AGENCY. However, if the LOCAL AGENCY has obtained or is required to obtain an air space lease, cooperative agreement, or maintenance agreement from the STATE to own, operate, or maintain a portion of the Project located within state-owned right of way, the terms of the air space lease, cooperative agreement, or maintenance agreement will control for those specified portions of the Project.
- 12.3 Section 12 shall survive the termination of this Agreement.

13. GENERAL PROVISIONS

- 13.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

- 13.2 Termination: The LOCAL AGENCY may terminate this Agreement upon written notice to the STATE. The STATE may terminate this Agreement only with the written concurrence of the LOCAL AGENCY.
- 13.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the LOCAL AGENCY agrees to reimburse the STATE for the costs the STATE has incurred up to the date of termination, as well as the costs of non-cancelable obligations.
- 13.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 13.2.3 Termination prior to completing the Project within state-owned right of way will terminate the right of the LOCAL AGENCY to complete the Project within state-owned right of way. The Contractor will be directed by the STATE to restore state facilities and right of way in accordance with Section 4. 7. This section shall survive the termination of this Agreement.
- 13.3 Independent Contractor: The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.
- 13.4 Indemnification:
- 13.4.1 Unless a claim falls within the provisions of Section 10.2, the LOCAL AGENCY shall protect, defend, indemnify, and hold harmless the STATE and its employees and authorized agents and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the LOCAL AGENCY's design, inspection, and construction obligations to be performed pursuant to the provisions of its Contract or as authorized under this Agreement. The LOCAL AGENCY shall not be required to indemnify, defend, or save harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the STATE; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees or authorized agents and (b) the LOCAL AGENCY, its employees, authorized agents, or contractors, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees or authorized agents and/or contractors.
- 13.4.2 Unless the claim falls within the provisions of Section 10.2, the STATE shall protect, defend, indemnify, and hold harmless the LOCAL AGENCY and its employees and authorized agents and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the STATE's construction administration and Services obligations to be performed pursuant to the provisions of this Agreement. The STATE shall not be required to indemnify, defend, or save harmless the LOCAL AGENCY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the LOCAL AGENCY; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees or authorized agents and (b) the LOCAL AGENCY, its employees, authorized agents, or contractors, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees or authorized agents and/or contractors.
- 13.4.3 The LOCAL AGENCY agrees to accept full liability for any facilities the LOCAL AGENCY has provided direction to the STATE to design and/or construct outside state-owned right of way that do not meet STATE standards.
- 13.4.4 Section 13.4 shall survive the termination of this Agreement.

- 13.5 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the LOCAL AGENCY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 13.6 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Pierce County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorneys fees, witness fees, and costs.
- 13.7 Audit Records: All financial records, including labor, material and equipment records in support of all STATE costs shall be maintained by the STATE for a period of three (3) years from the date of termination of this Agreement. The LOCAL AGENCY shall have full access to and right to examine said records during normal business hours and as often as it deems necessary, and should the LOCAL AGENCY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives and/or state and federal government.
- 13.8 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is executed and shall continue until all of the following are complete:
- (a) The Project and the STATE's construction administration and Services are accepted by the LOCAL AGENCY pursuant to Section 7;
 - (b) The STATE and LOCAL AGENCY both have a reproducible copy of the final "as-built" plans;
 - (c) All Project records are submitted to the LOCAL AGENCY pursuant to Section 4.8; and
 - (d) All obligations for payment have been met, except for Sections 4.7, 9.3, 10.2, 13.2.3, 13.4, and all of Section 12, all of which survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

LOCAL AGENCY

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By _____

By _____

Name John J. Caulfield

Name Steve Roark

Title City Manager

Title Assistant Regional Administrator/Construction

Date _____

Date _____

ESTIMATE			Constr Start 1-Mar-15													9-Sep-15 Constr Finish			Notes	
I-5 Madigan Access Improvements			Working Days=																	
Organization			Last Name	First Name	Grade	Qty	Hr/dy	Rate	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15
			Field Engineer		TE3	1	3	\$ 52.00	\$1,144	\$1,040	\$1,630	\$3,775	\$3,775	\$3,604	\$3,775	\$3,432	\$3,276	\$1,630	\$1,630	\$741
			Office Engineer		TE3	1	3	\$ 52.00	\$1,144	\$1,040	\$1,482	\$3,432	\$3,432	\$3,276	\$3,432	\$3,432	\$3,276	\$1,716	\$1,716	\$2,964
			Materials Engineer		TE2	1	3	\$ 47.50	\$1,045	\$1,425	\$1,354	\$3,135	\$3,135	\$2,993	\$3,135	\$3,135	\$3,135	\$3,135	\$1,568	\$903
			Records Tech		TTII	1	3	\$ 43.50	\$957	\$1,305	\$1,240	\$2,871	\$2,871	\$2,741	\$2,871	\$2,871	\$2,741	\$2,871	\$1,436	\$827
			Materials Tech		TTII	1	1	\$ 40.00	\$880	\$800	\$760	\$880	\$880	\$840	\$880	\$880	\$840	\$880	\$440	\$253
			Construction Inspector		TE2	1	8	\$ 46.50	\$1,023	\$930	\$972	\$9,002	\$9,002	\$10,156	\$10,639	\$8,184	\$3,906			
			Construction Inspector		TT3	1	8	\$ 40.00				\$7,744	\$7,744	\$8,736	\$9,152	\$7,040	\$3,360			
			Field Tech		TT3	1	1	\$ 40.00				\$880	\$880	\$880	\$880	\$880	\$760			
			Change Order Engineer									\$760	\$880	\$880	\$880	\$760				
			Survey Crew		TE2	1	1	\$ 47.50		\$950	\$903	\$1,045	\$950	\$903	\$1,045					
			Survey Crew		TTIII	1	1	\$ 40.00		\$800	\$760	\$880	\$800	\$760	\$880					
			Subtotal	\$240,289					\$6,193	\$8,290	\$9,100	\$34,405	\$34,350	\$35,767	\$37,569	\$30,614	\$21,294	\$10,232	\$6,789	\$5,687
			Overhead	\$24,029	10.0%				\$619	\$829	\$910	\$3,440	\$3,435	\$3,577	\$3,757	\$3,061	\$2,129	\$1,023	\$679	\$569
			Allocated Other OH Costs	\$28,835	12.0%				\$743	\$995	\$1,092	\$4,129	\$4,122	\$4,292	\$4,508	\$3,674	\$2,555	\$1,228	\$815	\$682
			Mat'l Lab	\$34,377	15.1%				\$935	\$1,251	\$1,373	\$5,192	\$5,183	\$5,397	\$5,669	\$4,620	\$3,213	\$1,544		
			Other Org Charges	\$17,890	7.4%				\$461	\$617	\$678	\$2,562	\$2,557	\$2,663	\$2,797	\$2,279	\$1,585	\$762	\$505	\$423
			Balance	\$0																
				\$345,420																
			PEO Eng - Original Est		\$345,420				\$8,951	\$11,982	\$13,153	\$49,727	\$49,647	\$51,696	\$54,301	\$44,248	\$30,777	\$14,789	\$8,788	\$7,362

GRAND TOTAL	\$ 484,135.62	
Tacoma PEO	\$ 240,289.18	49.63%
Tacoma PEO OH & Other Chrgs	\$ 52,863.62	10.92%
OSC Mat'l Lab	\$ 38,639.48	7.19%
All other Org Charges	\$ 152,343.34	31.47%
	\$ 484,135.62	100.00%

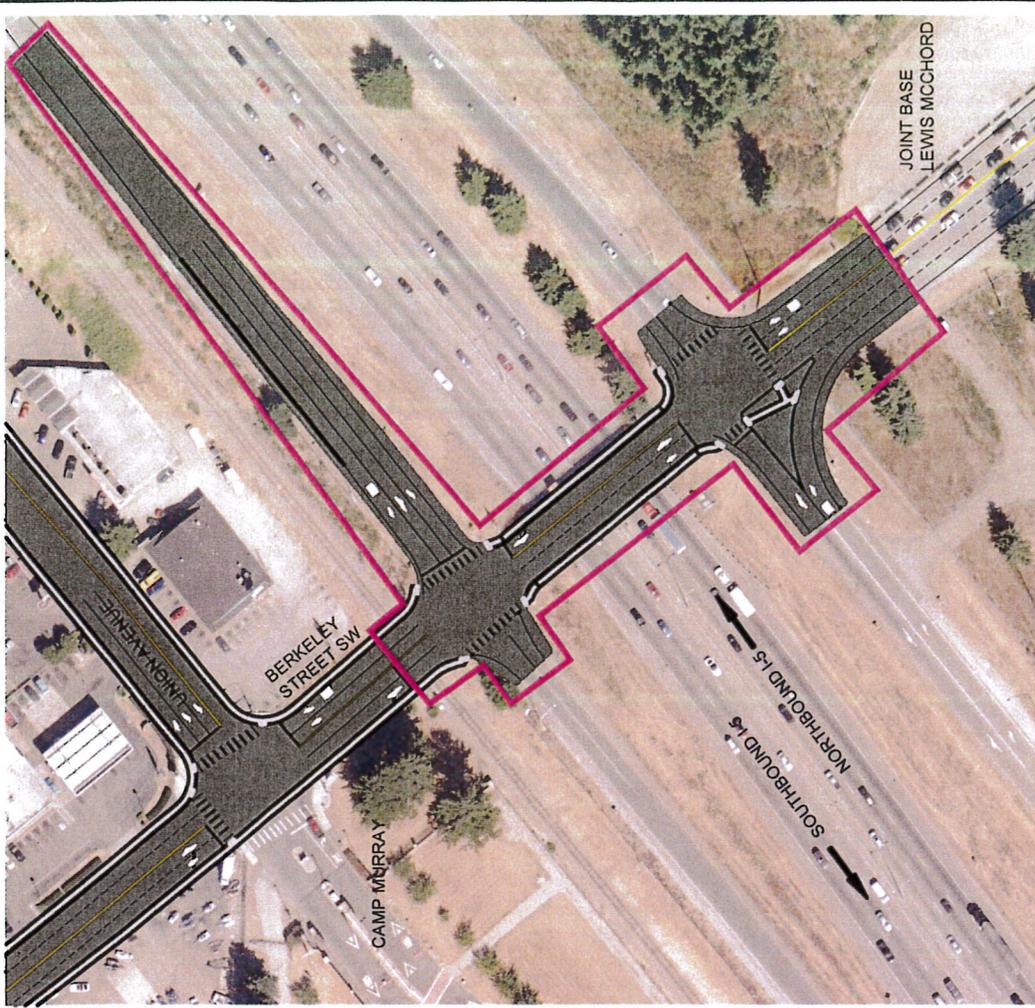
Assumptions:

1. Surveying by City of Lakewood.
2. One weekend closure requiring 24/7 inspection labor at overtime premium rates.
3. Law Enforcement Agreement costs are not included.
4. 2 inspectors are necessary for the majority of the project due to multiple work activities and traffic control on I-5. Additional technicians are needed intermittently for testing.
5. Materials will be processed through the WSDOT HQ Materials Lab

\$ -



EXISTING



PROPOSED
PHASE 2

EXHIBIT B
MADIGAN ACCESS IMPROVEMENTS - PHASE 2

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: August 4, 2014	TITLE: Washington State Department of Transportation (WSDOT) Construction and Maintenance Agreement for reimbursement of construction costs in association with the Madigan Access Project.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION 2014-46 — OTHER
REVIEW: August 4, 2014	ATTACHMENTS: Interlocal Agreement	

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

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute a Construction and Maintenance Agreement with the Washington State Department of Transportation (WSDOT) for reimbursement of construction costs in association with the Madigan Access Project.

DISCUSSION: The City of Lakewood is currently completing the construction bid documents for the Madigan Access Project – Phase 2. Through this phase of the project, the Interstate 5 (I-5) Berkeley Street Bridge will be widened to accommodate one additional in-bound lane to Madigan Army Hospital and curb and sidewalks on both sides. In addition the southbound I-5 off-ramp will be widened for a second left turn lane. The two terminal ramp signals and the railroad crossing signal will be replaced. **(Continued on page 2)**

ALTERNATIVE(S): One alternative would be to not enter into this agreement and complete these improvements with the current grant funding and associated requirements. Another alternative would be to delay our project and wait for these improvements to be completed by WSDOT with their project. This alternative puts the project schedule and associated Madigan Access grant funding at risk, as all funding is required to be spent no later than December 31, 2015. **(Continued on page 2)**

FISCAL IMPACT: Funds reimbursed to the Madigan Access project associated with this Agreement will be utilized to extend curb, gutter, and sidewalk improvements along Union Avenue to at least Maple Street.

Prepared by	
Department Director	_____ City Manager Review

DISCUSSION (continued from page 1):

WSDOT was awarded over \$751 Million through the federal High-Speed Intercity Passenger Rail Program (HSIPR Program) for the Pacific Northwest Rail Corridor (PNWRC) which includes railroad crossing and traffic signal improvements at the Berkeley Street crossing.

These railroad crossing and signal improvements need to be completed in order to fully implement the Madigan Access Project and therefore must be completed by the Madigan Access Project which is ahead of schedule (by up to 6-12 months) of the WSDOT project.

The attached Agreement will provide reimbursement of an estimated \$1,199,000 for the construction and construction administration of the railroad crossing, traffic signal, and associated sidewalk improvements. The Agreement requires that all design, specifications, bidding, and construction meet Federal Rail Administration (FRA) and associated HSIPR grant requirements.

The city has been working closely with WSDOT to ensure that these requirements are met.

ALTERNATIVES (continued from page 1):

The HSIPR project is currently scheduled for starting construction in April 2015 which would not provide enough time to complete the Berkeley RR crossing improvements in time to complete the remaining Madigan Access Project improvements.

RRB-1083

**HIGH SPEED INTERCITY PASSENGER RAIL PROGRAM DESIGN,
CONSTRUCTION AND MAINTENANCE
AGREEMENT
BETWEEN
THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION,
AND THE
CITY OF LAKEWOOD, WA**

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT ("Agreement") is executed to be effective as of this 31 day of January, 2014 ("Effective Date"), by and between the State of Washington, acting by and through its Department of Transportation Rail Division (hereinafter referred to as "WSDOT") and the City of Lakewood (hereinafter referred to as "Lakewood"), referred to collectively as the "Parties."

RECITALS

WHEREAS, WSDOT is the state entity charged with the successful implementation of the Amtrak operated Cascades intercity passenger rail service ("Cascades Service") which runs in Washington State from the United States/Canadian border through Seattle, Washington to Eugene, Oregon (hereinafter "Pacific Northwest Rail Corridor" or "PNWRC"); and

WHEREAS, WSDOT was awarded up to \$751,575,100 through the federal High-Speed Intercity Passenger Rail Program ("HSIPR Program"), including funding under the American Recovery and Reinvestment Act of 2009 ("ARRA"), to construct improvements along the PNWRC that would result in certain public benefits, including more frequent, efficient, and reliable Cascades intercity passenger rail service ("hereinafter Service Outcomes"); and

WHEREAS, the HSIPR program is administered through the Federal Railroad Administration ("FRA"); and

WHEREAS, WSDOT and FRA entered into a Cooperative Agreement that specified eligible improvements along the PNWRC under the HSIPR Program and established requirements for disbursement of HSIPR Program grant funds; and

WHEREAS, Lakewood has secured Department of Defense, Office of Economic Adjustment (OEA) grant funds to provide improvements to the Interstate 5/Berkeley Street Interchange, hereinafter referred to as the Madigan Access Project; and

WHEREAS, the Madigan Access Project improvements include: widening of the Freedom Bridge (aka. Berkeley Street overpass) from two to three lanes; widening the southbound Interstate 5 (I-5) off-ramp to include a second left turn lane; replacement of three traffic signals at the two I-5 ramp/Berkeley Street intersections and Union / Berkeley; upgrade of coordination and timing to these three signals; replacement and upgrade of the railroad crossing; and widening and channelization improvements to Union Avenue and Berkeley Street including addition of curb, gutter, sidewalks, and street lighting; and

WHEREAS, the WSDOT has secured funding to complete the Point Defiance Bypass Project, which has substantial overlap with elements of the Madigan Access Project, including: upgrade of three traffic signals at the two I-5/Berkeley Street intersections and Union / Berkeley; upgrade of coordination and timing to these three signals; replacement and upgrade of the railroad crossing; and widening and channelization improvements to Berkeley Street including addition of curb, gutter, and sidewalks. The common elements within both projects occur in both Lakewood and Sound Transit right-of-way and are hereinafter referred to as the “IMPROVEMENTS”; and,

WHEREAS, this Agreement includes all necessary provisions and assurances by and between the Parties required under the WSDOT-FRA Cooperative Agreement, including those related to design, construction, and maintenance for the IMPROVEMENTS within the Sound Transit Corridor and City of Lakewood right-of-way; and

WHEREAS, the overall goal of the PNWRC Program is to meet and sustain the Service Outcomes for the Term of this Agreement. As such, multiple agreements are required between WSDOT and other entities that govern separate aspects of construction, maintenance, operation, trackage rights, and reimbursement of costs; and

WHEREAS, the Parties are authorized by applicable law to enter into this Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, pursuant to the above recitals that are incorporated as if included below, and in consideration of the terms conditions, and performance contained herein, or attached and incorporated and made part hereof, the Parties mutually agree as follows:

ARTICLE I – SCOPE OF WORK UNDER THE HSIPR PROGRAM

1. The term “IMPROVEMENTS”, as used herein means any and all work, including design, permitting, construction, administration of construction contracts, plan review, and inspection related to infrastructure improvements within the Sound Transit Corridor more particularly described on Exhibits A and B. The Project is listed in the WSDOT-FRA Cooperative Agreement as: Task 2 (Infrastructure Improvements, Tacoma – Point Defiance Bypass).

2. This document and referenced exhibits contain all covenants, stipulations and provisions agreed upon by the Parties with respect to the matters addressed herein. No agents, or representative of either Party has authority to make, and the Parties are not be bound by or liable for, any statement, representation, promise or agreement not set forth herein. The following Exhibits are incorporated and made part of this Agreement:

Exhibit A: Map of Pacific Northwest Rail Corridor Program Project Areas

Exhibit B: Statement of Work for the Project

Exhibit C: Project Schedule

- Exhibit D: Applicable to Lakewood/Contractors/Subcontractors Cooperative Agreement Provisions
- Exhibit E: Cost Estimates for the Project
- Exhibit F: Form of Certification for FRA Reimbursement Requirements

ARTICLE II – PROJECT DESIGN AND CONSTRUCTION

1. Lakewood agrees to perform, or cause to be performed, all work necessary for implementation of the IMPROVEMENTS as specified in Exhibit B (Statement of Work). The estimated cost of Lakewood’s work to perform Final Design and construct the IMPROVEMENTS is detailed in Exhibit E.

2. Prior to commencement of the Project detailed in Exhibit B, WSDOT is required under the WSDOT-FRA Cooperative Agreement to prepare and submit to FRA, for approval, an Initiation Package for the Final Design (FD), Right-of-Way(ROW) and Construction (CN) phases composed of the following:

- a. A detailed Statement of Work including scope, schedule, cost estimate and a detailed description of deliverables appropriate with the level of project development for that phase; and
- b. An updated Individual Project Management Plan appropriate with the level of Project development associated with that phase.

Upon request by WSDOT, Lakewood shall provide WSDOT with any available data or assistance necessary for WSDOT assemble each necessary Initiation Package for WSDOT submittal to FRA. Lakewood shall not commence any of the phases detailed on Exhibit B without prior approval of an associated Initiation Package by FRA.

3. Additionally, prior to commencing with construction phases for the IMPROVEMENTS, the PARTIES must provide FRA with verification of the following completed planning and management documents for the administration of the Projects:

- a. Documentation that Final Design has been approved/accepted by all applicable stakeholders (WSDOT, Sound Transit, Amtrak, FRA);
- b. A detailed budget for the construction of the IMPROVEMENTS and
- c. The appropriate FRA NEPA Clearance and associated environmental permits and clearances.

Upon request by WSDOT, Lakewood shall provide WSDOT with any available data or assistance necessary for WSDOT to assemble this documentation for submittal to FRA. Lakewood shall not

commence any construction phases for the IMPROVEMENTS without prior acceptance of the adequacy of these documents by FRA.

4. The Parties intend that personal injury and property damage risks arising from the performance of the work under this Agreement will be covered by insurance to be purchased by Lakewood or its contractors. The cost of such insurance maintained by Lakewood or its contractors shall be an allowable cost reimbursed to Lakewood. For all work performed hereunder, Lakewood shall obtain the minimum insurance coverage required under the Right of Entry Agreement form that Sound Transit requires for third parties constructing improvements on within the PNWRC that Sound Transit owns between Tacoma and Nisqually.

5. A schedule for each Phase of the IMPROVEMENTS is detailed in Exhibit C. Provided that WSDOT provides authorization to proceed with the IMPROVEMENTS as specified in Exhibit C, Lakewood shall apply all reasonable efforts to complete each Project phase according to this schedule; however, this schedule is subject to change, as agreed to between Lakewood, WSDOT, and FRA. It is understood that revisions to this schedule that are in excess of six months require FRA's written approval. Lakewood shall provide WSDOT, in writing, with a Notice of Physical Completion of the IMPROVEMENTS no later than ten (10) calendar days after said completion.

ARTICLE III – MAINTENANCE OF PROJECT IMPROVEMENTS

1. Lakewood shall ensure maintenance of all IMPROVEMENTS to the level which exists when the IMPROVEMENTS are placed in service. This maintenance shall be carried out for the entire Term of this Agreement as specified in Article XII. Lakewood is entirely responsible for all costs incurred in the maintenance of the IMPROVEMENTS within the Lakewood right-of-way

2. WSDOT and/or Sound Transit staff may drive through the project site periodically for inspection and will inform the City of Lakewood in writing of any deficiencies of the IMPROVEMENTS. The City of Lakewood has up to sixty (60) days to improve or remedy the deficiencies within their right-of-way.

3. Lakewood shall not modify or otherwise alter the infrastructure IMPROVEMENTS in a manner that would interfere with the ability of WSDOT or Amtrak to sustain the Service Outcomes identified in the SOA during the Project Term, without the State's prior written approval for the Term of this Agreement as specified in Article XII.

4. WSDOT shall have right of entry and full access to the controller cabinet for inspection, maintenance needs, or emergency operations as necessary.

FAILURE TO MAINTAIN

1. In the event LAKEWOOD does not perform maintenance of the IMPROVEMENTS as identified in ARTICLE II and Exhibit B, WSDOT reserves the right to perform the necessary work to the extent necessary for the safe operation and maintenance of the IMPROVEMENTS. Should WSDOT perform such work, LAKEWOOD agrees to pay WSDOT the actual direct and related indirect costs.

2. If LAKEWOOD cannot correct the noted deficiencies within sixty (60) days, LAKEWOOD shall request in writing for the approval of a time extension to remedy those deficiencies that cannot be cured within the period.

If, in the case of a deficiency that LAKEWOOD cannot with due diligence cure within a period of sixty (60) calendar days, LAKEWOOD shall proceed in good faith after providing written notice to WSDOT and WSDOT shall approve in writing to extend for a period of time as may be necessary to complete cure.

3. WSDOT may perform or begin planning for the needed work at the end of the sixty (60) day notice period, if it does not receive written notification as outlined in paragraph 3 above.

4. Should WSDOT perform any of the work, it may be accomplished by use of WSDOT forces or by use of a contractor, and WSDOT shall invoice the LAKEWOOD for the actual direct and related indirect costs associated with the work performed. Upon receipt of a detailed, itemized invoice from WSDOT, LAKEWOOD agrees to and shall make payment within thirty (30) calendar days. If LAKEWOOD objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and LAKEWOOD shall immediately make every effort to settle the disputed portion, and if necessary utilize dispute resolution provided for in ARTICLE IX. LAKEWOOD agrees that if it does not make payment on undisputed portions of an invoice within ninety (90) days after receipt, WSDOT may deduct and expend any monies to which LAKEWOOD is entitled to receive from the Motor Vehicle Fund as authorized by RCW 47.24.050.

ARTICLE IV – WSDOT’S RIGHT TO USE AND ACCESS THE PROJECT LOCATIONS

In consideration for funding the IMPROVEMENTS, WSDOT and its successors and assigns shall have the right to use the infrastructure IMPROVEMENTS for the purpose of providing Intercity Passenger Rail service.

ARTICLE V – PAYMENT TERMS AND CONDITIONS

1. Subject to the applicable terms and conditions in the WSDOT-FRA Cooperative Agreement, as listed in Exhibit D, and the availability of funding for such payment (which WSDOT shall determine prior to construction of the IMPROVEMENTS), WSDOT, in consideration of the faithful performance of the work to be done by Lakewood hereunder, agrees to reimburse Lakewood for its, or its contractor’s, actual direct and allowable indirect costs for the Work described in Article II, above. An itemized estimate of cost for work to be performed by Lakewood to be reimbursed by WSDOT under the HSIPR Program at WSDOT’s expense is contained in Exhibit E.

2. During the construction of the IMPROVEMENTS, Lakewood will send WSDOT monthly progress invoices detailing the costs of the Work performed respectively by Lakewood or its contractor under this Agreement. WSDOT will then pay said progress invoices within thirty (30) calendar days of the receipt. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit; all required adjustments will be made

and reflected in a final payment. If the billing is disputed for any reason, WSDOT will promptly notify Lakewood and will pay any undisputed amount.

3. Upon completion of the IMPROVEMENTS, a final and complete billing of all Allowable Costs, as defined in Exhibit D, Section 15—Cost Principles shall be made at the earliest practical date, but in any case no later than May 31, 2017. WSDOT shall pay the final invoice within thirty (30) days of receipt of said final invoice.

4. The Parties acknowledge that WSDOT is unable to reimburse Lakewood for any construction work performed for the IMPROVEMENTS hereunder that occurs after January 31, 2017.

ARTICLE VI – COMPLIANCE WITH ARRA REQUIREMENTS

1. Lakewood will comply with the provisions of ARRA as set forth in Exhibit D with respect to the construction of the IMPROVEMENTS funded by the FRA through its cooperative agreement with WSDOT. The Parties agree that the provisions of Exhibit D, specifying the WSDOT-FRA Cooperative Agreement provisions applicable to the IMPROVEMENTS, are incorporated by reference and shall apply to all Lakewood work performed hereunder.

2. All invoices submitted to WSDOT under Article V, above, shall be accompanied by Lakewood's certification that the elements of reimbursable work comply with the applicable requirements in Exhibit D. Said certification shall be in the form of Exhibit F.

Lakewood shall always comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect work under the contract.

ARTICLE VII – INDEMNIFICATION

1. Lakewood and its contractors shall protect, defend at their expense, indemnify, and hold harmless WSDOT, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), resulting from Lakewood's construction of the IMPROVEMENTS pursuant to the provisions of this Agreement; provided, however, if such costs, claims, judgments, and/or awards of damages are caused by or result from the concurrent negligence of WSDOT and Lakewood or its contractors, such indemnity shall be valid and enforceable only to the extent of the negligence of Lakewood or its contractors. Nothing in the Agreement is intended to be construed as a requirement for an indemnification against the sole negligence of WSDOT, including but not limited to its design of the IMPROVEMENTS.

2. Lakewood and WSDOT agree that its respective obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing its respective duties relating to the IMPROVEMENTS. For this purpose, Lakewood and WSDOT, by mutual negotiation, hereby waive with respect to each other, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

3. This indemnification and/or waiver shall survive the termination of this Agreement.

ARTICLE VIII – NOTICE OF BREACH

Each party shall notify the other in writing of a claim of such breach under this Agreement. The breaching Party shall have thirty (30) calendar days from receipt of the notice to correct the breach or if the Parties agree in writing that such breach cannot reasonably be corrected within such timeframe, the Parties shall jointly determine an adequate time extension, provided that the breaching party has commenced to cure such breach within the original thirty (30) calendar days. If the breaching party does not cure such breach within the cure period specified above, the breaching party will be considered in default of its obligations, and the other party may exercise its rights in accordance with the dispute resolution procedures as described in Article IX.

ARTICLE IX – DISPUTES

The Parties should first attempt to resolve all disputes, claims, or controversies regarding the subject matter of this Agreement informally and in good faith. If the Parties are unable to resolve their dispute within sixty (60) calendar days of notice from one of the Parties regarding the dispute, then any party may pursue all available remedies in a court of law.

ARTICLE X – GOVERNING LAW

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and any applicable federal regulations.
2. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceeding shall be brought in the superior court situated in Thurston County, Washington.
3. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

ARTICLE XI – MODIFICATION

This Agreement or any part hereof may not be changed, amended or modified, except by written agreement of the Parties as signed by duly authorized representatives of all Parties. Each Party is responsible for obtaining any consent or authorization required of it, by FRA or any other entity pursuant to other agreements to which it is a party.

ARTICLE XII – TERM

The Term of this Agreement (the "Term") shall commence upon the effective date of this Agreement and continue for twenty (20) years after Lakewood's issuance of Lakewood's last Notice of Physical Completion for the IMPROVEMENTS.

ARTICLE XIII – TERMINATION

WSDOT may terminate this Agreement and all remaining IMPROVEMENTS upon a finding that Lakewood is not in compliance with the terms of this Agreement and Lakewood does not correct such breach as specified in Article VIII or entered into Dispute resolutions as outlined in Article IX. Termination shall be by written notice specifying the reason for termination and giving Lakewood thirty (30) calendar days to respond.

ARTICLE XIV – SUCCESSORS AND ASSIGNS

The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party. Provided, that WSDOT may transfer or assign its interest in this Agreement to any other governmental entity as permitted by law, provided that such successor or assignee has assumed all the obligations, duties, and liabilities of WSDOT under this Agreement.

ARTICLE XV – RIGHTS

Nothing in this Agreement shall waive any of the Parties' rights or responsibilities under law or statute. Each Party represents and warrants that it has the full power and authority to execute this Agreement and be bound by the terms hereof.

ARTICLE XVI – NOTICES

Any notice, request or other communication to any Party by any other as provided for herein shall be given in writing, sent by first-class mail, return receipt requested or by overnight courier, and shall be deemed given upon actual receipt by the addressee. Notices shall be addressed as follows:

WSDOT: 310 Maple Park Avenue SE
Olympia, WA 98504-7407
Attention: Director - Rail Division

Lakewood: Lakewood City Hall
6000 Main Street SW
Lakewood, WA 98499-5027
Attn: City Manager

This AGREEMENT may be executed in two counterparts, each of which shall be deemed to be an original having identical legal effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first hereinabove written

STATE OF WASHINGTON Department of Transportation

By: _____ Date: _____
Ron Pate, Rail Division Director

Approved as to form - WSDOT:

By: _____ Date: _____
Scott Lockwood, Assistant Attorney General

Any modification, change, or revision to this AGREEMENT requires the further approval as to form of the Office of the Attorney General.

LAKESWOOD

By: _____ Date: _____
John J. Caulfield, City Manager

Attest:

By: _____ Date: _____
Alice M. Bush, MMC/AAE, City Clerk

Approved as to form Lakewood:

By: _____ Dated: _____
Heidi A. Wachter, City Attorney

Exhibit A
Map of the PNWRC Program Project Areas



Exhibit B
Statement of Work for the Projects

Scope specific to Lakewood:

Lakewood will perform and manage the IMPROVEMENTS in the context of a larger program comprised of several significant projects and construction contracts throughout the corridor within Sound Transit's control. The sub-contract(s) under which the IMPROVEMENTS are performed will be compliant with the terms & conditions of this Construction & Maintenance Agreement.

The larger program is described as the **Point Defiance Bypass**. This project will construct improvements on the 21.4 mile inland route between Tacoma and Nisqually that will include approximately 3.5 miles of second track main line between South Tacoma and Lakewood, rehabilitation of approximately 10.5 miles of main line track through Lakeview junction, safety and operations improvement at at-grade intersections, and relocation of the Amtrak station. This project will provide a shorter bypass route that will re-route Amtrak Cascades passenger service from the congested BNSF main line tracks along Puget Sound to a new, shorter inland route that will reduce passenger train delays, reduce trip times, and create capacity for two additional Seattle to Portland Cascades round trips.

Madigan Access Project Improvements scope specific to Lakewood:

Design

1. Design development

Lakewood has contract directly with a consultant(s) for the design of the track and signal improvements including preparation of the contract documents for all work included within the Madigan Access Improvement Project. The Lakewood design shall include I-ETMS compliant Positive Train Control (PTC). Lakewood will retain a consultant to perform Design Services During Construction (DSDC)

Note: Lakewood will not be requesting reimbursement for design.

Construction

2. Procure Construction Management / Resident Engineering

Lakewood will enter into an interlocal agreement with WSDOT to provide staff for resident engineering, inspection, contract management, document control and other duties as deemed necessary to provide management and oversight of the construction contractor. WSDOT will work under the direct supervision Lakewood.

Note: Lakewood will be requesting a proportionate share of construction management / resident engineering calculated as a proportionate share of the construction elements seeking reimbursement for.

3. Advertise, Bid and Award Construction Contract

Lakewood will manage and oversee all the design work to provide a complete set of plans and specifications that meet all current Lakewood, WSDOT and FRA design criteria including but not limited to civil, structural, track work, special track work, signaling and installation of Positive Train Control. Construction work on adjacent properties or crossing roadways will be designed in conformance with the authority having jurisdiction over those activities.

Lakewood will issue the IFB Contract documents, General and Special Conditions, Contract Specifications, Contract Drawings in accordance with applicable local, state, federal requirements. The advertisement period is anticipated to be a minimum of 4 weeks and will include an optional pre-bid meeting for interested contractors, sub-contractors and suppliers. Following bid opening and determination of the lowest responsive and responsible bidder, Lakewood will communicate the bid results to WSDOT prior to issuance of Notice of Intent to Award.

Construction will include all track and signal work as necessary to make final connections and/or modifications to the signaling system for full operation. The limits of the rail track and all related work within Sound Transit right of way work shall be limited to 100 feet each side of Berkeley Street centerline (~50 feet final track and signal work, and 50 feet transition back to existing respectively) The work will also include all necessary grade crossing improvements including roadways, traffic signal systems, sidewalks and utilities; fencing and other safety improvements where they are determined to be necessary; and all other related work as detailed within the contract drawings and specifications.

4. Manage pre-construction and construction activities

- a) Direct utility relocations – Utility companies/organizations that need to relocate utilities as part of the project will be required to deliver primary notification to the public for impacts due to utility relocation. Lakewood will provide supplemental notification to the public for any utility work being done to public and private utilities that are in conflict with the proposed construction. Lakewood will provide timeline and reasonable accommodation so they will not create conflict with the contractor's work.

All utility relocations shall adhere to the Buy America requirements as specified by FRA for work pertaining the PDB specific elements.

- b) Public notification –
 - a. Lakewood will manage direct notice to the public for contractor activities, i.e. temporary lane closures, off hour work, etc. Any notification sent out to the public by Lakewood will have both Lakewood and WSDOT logos on any document AND will included standard boiler plate language explaining the project responsibilities between Lakewood and WSDOT plus contact information for both agencies. This language will be approved by both Lakewood and WSDOT prior to use.
 - b. Lakewood will also only manage media inquiries as they relate to *construction activities*. All other types of media inquiries or outreach activity including updates to elected officials, reporting on milestones,

groundbreaking, ribbon cuttings, etc. will remain the responsibility of the WSDOT Cascades High Speed Rail team.

5. Environmental Compliance during construction

Lakewood will insure contractor activities are consistent with local, state and federal requirements, that design and construction is consistent with environmental commitments detailed in the Finding Of No Significant Impact issued by the FRA for the Point Defiance Bypass Project on March 1, 2013.

6. Testing, Commissioning, Start-up and Safety Certification

Lakewood will require the contractor to complete all testing and commissioning of installed equipment per the relevant specification sections for those activities. The city of Lakewood will coordinate with WSDOT once construction is complete and prior to the start of revenue service who will coordinate with Sound Transit to test the corridor at design speeds to test the entire system, insure the constructed product is meeting the design criteria, that the signal system is fully functional, and constant time grade crossings are working as designed.

7. Safety Functions

- a. Safety Certification. Lakewood will perform all tasks of Safety Certification set forth in its 2010 Agency Safety and Security Certification Plan for Design and Construction and in accordance therewith. Safety Certification will be part of the verification and validation process to demonstrate safe train movement prior to initiating passenger service on the corridor. Typical activities will require the contractor to support static and dynamic verification of installed systems, signage, and clearances. Extensive documentation of construction and testing activities are required to complete Safety Certification and will require a significant staff effort on Lakewood's part. Upon request by WSDOT, Lakewood will provide information and reports to WSDOT that are generated in the process of performing Safety Certification tasks whether such information and reports are in the form of hard copies, computer data bases or any other form.
- b. Lakewood will perform all tasks in its 2010 Agency System Safety Program Plan for Design and Construction and in accordance therewith. Upon request by WSDOT, Lakewood will provide information and reports to WSDOT that are generated in the process of performing such tasks whether the information or reports are in the form of hard copies, computer data bases or any other form. WSDOT will participate with Lakewood in performing hazard analyses as requested by Lakewood and agreed upon by WSDOT.

8. Project Closeout

Following substantial completion, punch list remedies and final acceptance of the IMPROVEMENTS, Lakewood will work to close out the contract. This is likely a 3 month process following substantial completion and will include the expenditure of staff time and consultant resources for a time period of 60 days after the final payment to the contractor is made.

**Exhibit C
Project Schedule**

Lakewood will begin the OEA funded Madigan Access Project in November, 2012. A portion of the PDB IMPROVEMENTSW rail specific elements were incorporated into their design the city has asked for re-imbursement for those specific design and construction elements. The execution of this agreement, and continue through Project Closeout will provide for those reimbursement cost. Milestone dates below are preliminary based on the project schedule (dated 4/18/14) effective at the time of agreement execution and are subject to revision.

Lakewood began the 60% PS&E design the month of September, 2013.

Madigan Access Project improvements

<u>Project Milestone:</u>	Anticipated Date:
1. Lakewood UTC Petitions submit July 30, 2014 / receive concurrence August 30, 2014	
2. Lakewood Final Design	
a. 90% submittal from Lakewood	6/5/2014
b. WSDOT Review	6/20/2014
c. Lakewood Resubmittal	8/15/2014
d. Bid Documents WSDOT Final Approval	8/29/2014
3. Lakewood Issue For Bid (IFB)	9/15/2014
4. Lakewood Bid Opening/Evaluation/ Approval	11/7/2014
5. Lakewood Execute Construction Contract	
6. NTP	1/26/2015
7. Construction Complete	8/07/2015
8. Testing/Startup	
9. Project Closeout	9/30/15
10. Final Invoice Reimbursement Request to WSDOT shall be no later than	12/ 31/15

Exhibit D

Cooperative Agreement Provisions Applicable to Lakewood/Contractors/Subcontractors

1. Documentation Standards. When submitting documents to WSDOT, Lakewood will ensure such documents are of professional quality and suitable for their intended purpose.

2. Governing Regulations: Lakewood acknowledges that its performance shall be governed by and in compliance with the following Administrative and Cost Principles:

(1) 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(2) OMB Circular A-87, "Cost Principles for State and Local Governments," as amended.

These identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

3. Buy America.

Lakewood shall comply with 49 U.S.C. 24405(a). Lakewood shall provide material's certifications with each invoice for which payment is requested that affirms said materials comply with 49 U.S.C. 24405(a).

4. Davis-Bacon Act. Payment of prevailing wages on the Project is required by 49 U.S.C. 24405(c)(2) and section 1606 of the American Recovery and Reinvestment Act of 2009. For Project components that use or would use rights-of-way owned by a railroad, Lakewood shall comply with the provisions of 49 U.S.C. 24405(c)(2), with respect to payment of prevailing wages consistent with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would use rights-of-way owned by a railroad, Lakewood will comply with the provisions of 40 U.S.C. 3141 et seq.

5. Prohibited Activities.

None of the funds provided through this Agreement may be used for any casino or other gaming establishment, aquarium, zoo, golf course or swimming pool.

6. Periodic Reports.

Under the terms of the Cooperative Agreement, WSDOT must submit periodic reports to the FRA Administrator, as required by section 1201(c) of the Recovery Act, and as described in this section, not later than February 17, 2014, 2015, 2016 and 2017. The periodic reports shall include information describing:

- A. The amount of Federal Funds appropriated, allocated, obligated, and outlaid under this Agreement;
- B. The number of projects that have been put out to bid under this Agreement and the amount of Federal funds associated with such projects;
- C. The number of projects for which contracts have been awarded under this Agreement and the amount of Federal funds associate with such contracts;

- D. The number of projects for which work has begun under such contracts and the amount of Federal funds associated with such contracts;
- E. The number of projects for which work has been completed under such contracts and the amount of Federal funds associated with such contracts;
- F. The number of direct, on-project jobs created or sustained by the Federal funds provided for projects under this Agreement and, to the extent possible, the estimated indirect jobs created or sustained in the associated supplying industries, including the number of jobs created and the total increase in employment since February 17, 2009; and
- G. Information tracking the actual aggregate expenditures by WSDOT from WSDOT sources (both internal and external) for projects eligible for funding under this Agreement during the period beginning on February 17, 2009 through September 30, 2010, as compared to the level of such expenditures that were planned to occur during such period as of February 17, 2009. The Department of Transportation or the FRA may issue additional guidance on the preparation and submission of periodic reports.

Upon request, Lakewood shall obtain and provide WSDOT with the information in its possession and control necessary to meet the reporting requirements in this Section.

7. Jobs Accountability Reports.

Under the terms of the Cooperative Agreement, WSDOT must submit a jobs accountability report to <http://www.FederalReporting.gov> not later than ten days after the end of each quarter. The report shall contain:

- A. The total amount of Recovery Act funds received pursuant to this Agreement;
- B. The amount of Recovery Act funds received that were expended or obligated to projects or activities;
- C. A detail list of all projects or activities for which Recovery Act funds were expended or obligated, including:
 - i. The name of the project or activity;
 - ii. A description of the project or activity;
 - iii. An evaluation of the completion status of the project or activity;
 - iv. An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - v. Detailed information on any subcontracts or sub-grants awarded by WSDOT to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

Upon request, Lakewood shall obtain and provide WSDOT with the information in its possession and control necessary to meet the reporting requirements in this Section.

8. Contract Awards.

The PARTIES intend that to the extent feasible, when awarding contracts to its contractors, Lakewood shall use not to exceed priced and competitively bid contracts.

9. No FRA Obligations to Third Parties.

The FRA shall not be subject to any obligations or liabilities to Lakewood, third party or, third party subcontractors, or any other person not a party to this Agreement in connection with development and construction of the Projects.

10. Changed Conditions of Performance (Including Litigation).

Lakewood agrees to notify WSDOT immediately of any change in law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, Lakewood agrees to notify WSDOT immediately of any decision pertaining to Lakewood's conduct of litigation that may affect WSDOT's interests in the Project or WSDOT's administration or enforcement of applicable laws or regulations.

11. General Requirements.

Lakewood agrees to carry out the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement.

12. Accounting Records.

The Parties acknowledge that under the terms of the Cooperative Agreement, WSDOT must keep a separate set of account or accounts consistent with 49 C.F.R. 18.20 and that all costs charged to the Project including any approved services contributed by WSDOT or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. To the extent possible, Lakewood shall ensure that all invoices are appropriately detailed to support WSDOT's obligations under the Cooperative Agreement and shall keep such documents, including all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents, readily available, clearly identified, and to the extent feasible, kept separate from documents not pertaining to projects not covered under this agreement.

13. Record Retention.

During the course of the Projects and for six years after Project completion or six years from the date this Agreement is terminated, Lakewood agrees to retain and to provide any data, documents, reports, records, contracts, modeling results and supporting materials related to the Project. Recordkeeping requirements are set forth in RCW 40.14.070.

14. Inspection by Federal Officials.

Lakewood agrees to permit the Secretary and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts. Lakewood further agrees to require each contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving the contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

15. Cost Principles.

When submitting invoices for reimbursement, the following cost principles apply.

- A. Allowable Costs. Lakewood's expenditures will be reimbursed only if they meet all

requirements set forth below:

- i. Conform with the terms of this Agreement;
- ii. Be necessary in order to accomplish the Project;
- iii. Be reasonable for the goods or services purchased;
- iv. Be actual net costs to Lakewood (i.e., the price paid minus refunds, rebates, or other items of value received by Lakewood that have the effect of reducing the cost actually incurred);
- v. Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from WSDOT to the contrary is received in writing;
- vi. Shall conform with Federal guidelines or regulations and Federal cost principles as set forth in OMB Circular A-87.
- vii. Be satisfactorily documented; and
- viii. Be treated uniformly and consistently under accounting principles and procedures as set forth in OMB Circular A-87.

B. Disallowed Costs. In determining the amount of Cost Reimbursement WSDOT will provide, WSDOT will exclude:

- i. Any Project costs incurred by Lakewood before the obligation date of the Agreement, unless specifically allowed in writing by an authorized representative of WSDOT.
- ii. Any costs incurred by Lakewood that are not included within the scope of this Agreement; and

Lakewood agrees that reimbursement of any cost under the Agreement does not constitute a final decision about the validity of that cost and does not constitute a waiver of any violation by Lakewood of the terms of this Agreement. Lakewood understands that WSDOT will not make a final determination about the validity of any cost until an audit of the Project has been completed. If WSDOT determines that Lakewood is not entitled to receive any part of the Federal funds requested, WSDOT will notify Lakewood stating the reasons therefore. Project closeout will not alter Lakewood's obligation to return any funds due to WSDOT as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter WSDOT's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any payment to be made available under this Project as needed to satisfy any outstanding monetary claims that WSDOT may have against Lakewood.

16. Relocation and Land Acquisition.

If any real property is acquired as a result of this Program of investments and funded through the Cooperative Agreement, such acquisition shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24.

17. Property, Equipment and Supplies:

Unless otherwise approved by WSDOT, the following conditions apply to property, equipment and supplies financed under this AGREEMENT.

A. **Use of Property.** Lakewood agrees that PROJECT property, equipment, and supplies shall be used for the provision of the PROJECT activity for the duration of its useful life, as determined by FRA. Should Lakewood unreasonably delay or fail to use the PROJECT property, equipment, or supplies during its useful life, Lakewood agrees that WSDOT may require Lakewood to return a portion or the entire amount of FRA assistance expended on that property, equipment, or supplies, as further provided in the body of the AGREEMENT. Lakewood further agrees to notify WSDOT immediately when any PROJECT property or equipment is withdrawn from use in the PROJECT activity or when such property or equipment is used in a manner substantially different from the representations made by Lakewood in the application or the text of the PROJECT description.

B. **General Federal Requirements.**

- i. Lakewood as a government entity agrees to comply with the property management standards of 49 C.F.R. §§ 18.31, 18.32, and 18.33, including any amendments thereto, and other applicable guidelines or regulations that are issued.

C. **Records.** Lakewood agrees to keep satisfactory records with regards to the use of the property, equipment, and supplies, and submit to WSDOT, upon request, such information as may be required to assure compliance with this section of the AGREEMENT.

D. **Transfer of the PROJECT Property, LAKEWOOD agrees that WSDOT may:**

- i. require Lakewood to transfer title to any property, equipment, or supplies financed with FRA assistance made available by this AGREEMENT, as permitted by 49 C.F.R. § 18.32(g) or 49 C.F.R. §§ 19.30 through 19.37 inclusive, whichever may be applicable.
- ii. direct the disposition of property or equipment financed with FRA assistance made available under this AGREEMENT, as set forth by 49 C.F.R. §§ 19.30 through 19.37 inclusive, whichever may be applicable.

E. **Encumbrance of Project Property.** Unless expressly authorized in writing by FRA, Lakewood agrees to refrain from:

- i. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect FRA interest in any PROJECT property or equipment; or
- ii. Obligating itself in any manner to any third party with respect to PROJECT property or equipment to support an intercity passenger railroad station.

Lakewood agrees to refrain from taking any action or acting in a manner that would adversely affect WSDOT's interest or impair WSDOT's continuing control over the PROJECT property or equipment.

18. Relocation and Land Acquisition.

Lakewood agrees to comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal Assisted Programs," 49 C.F.R. Part 24.

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19. Flood Hazards.

Lakewood agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition PROJECT.

20. Procurement.

- A. **Federal Standards.** Lakewood agrees to comply with the Procurement Standards requirements set forth in 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FRA directives or regulations. If determined necessary for proper administration, FRA reserves the right to review Lakewood's technical specifications and requirements.
- B. **Cargo Preference.** As required by 46 C.F.R. Part 381, Lakewood agrees-
- i. To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
 - ii. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE., Washington, D.C. 20590, marked with appropriate identification of the PROJECT.
 - iii. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
- C. **Notification Requirement.** With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, Lakewood agrees to:
- i. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
 - ii. Express the said amount as a percentage of the total costs of the planned acquisition.
- D. **Debarment and Suspension; and Drug-Free Work Place.** Lakewood agrees to obtain certifications on debarment and suspension from its third party contractors consistent with U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Government Wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32.
- E. **Notification of Third Party Contract Disputes or Breaches.** Lakewood agrees to notify WSDOT of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. IF Lakewood seeks to name WSDOT and/or the FRA as a party in litigation for any reason, Lakewood agrees first to inform WSDOT and/or FRA before doing

so. This proviso applies to any type of litigation whatsoever, in any forum.

- F. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.** WSDOT and the FRA strongly encourage Lakewood to utilize small business concerns and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the PROJECT.

21. Metric System

Lakewood agrees to use the metric system of measurement in its PROJECT activities to the extent practicable, in conformance with applicable regulations, guidelines, and policies that U.S. DOT or FRA may issue. The Metric Conversion Act of 1975, as amended by the Omnibus Trade and Competitive Act of 1988 (15 U.S.C. 205), designates the metric system of measurement as the preferred system of weights and measures for United States trade and commerce, and it requires that each agency use the metric system of measurement in its procurements, grants, and other business-related activities, except to the extent that such use is impracticable or likely to cause significant inefficiencies or loss of markets to U.S. firms. If Lakewood does not use the metric system of measurement in its PROJECT activities to the extent practicable, Lakewood will provide WSDOT a written explanation on why it is impracticable to use.

22. Patent Rights:

- A. If any invention, improvement, or discovery of Lakewood is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Lakewood agrees to notify WSDOT and FRA immediately and provide a detailed report. The rights and responsibilities Lakewood, WSDOT, and FRA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
- B. If Lakewood secures a patent with respect to any invention, improvement, or discovery of Lakewood conceived or first actually reduced to practice in the course of or under this Project, Lakewood agrees to grant to FRA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.
- C. Lakewood agrees to include the requirements of the "Patent Rights" section of this AGREEMENT in its third party contracts for planning, research, development, or demonstration under the IMPROVEMENTS.

23. Acknowledgment of Support and Disclaimer

- A. An acknowledgement of FRA support and a disclaimer must appear in any Lakewood publication, whether copyrighted or not, based on or developed under this AGREEMENT, in the following terms:

"This material is based upon work supported by WSDOT and the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0017-11-01-02.

B. All Lakewood publications must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of WSDOT, the Federal Railroad Administration and/or U.S. DOT.”

C. Lakewood agrees to cause to be erected at the site of any construction, maintain during construction, signs satisfactory to WSDOT and FRA identifying the IMPROVEMENTS and indicating that WSDOT and FRA are participating in the development of the IMPROVEMENTS.

24. Site Visits.

FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA on Lakewood property, FRA shall comply with any Lakewood rules or policies regarding personal protective equipment and prior railroad safety training. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by Lakewood.

25. Safety Oversight.

To the extent applicable, Lakewood agrees to comply with any federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

26. Civil Rights.

Lakewood agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the FRA determines otherwise in writing. These include, but are not limited to, the following:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 C.F.R. Part 21), which prohibits the discrimination on the basis of race, color, or national origin;
- B. Title IX of the Educational Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex,
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age;
- E. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- F. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
- G. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- H. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing,
- I. 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or

- sex in railroad financial assistance programs;
- J. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made;
- K. The requirements of any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and,
- L. The requirements of any other nondiscrimination statute(s) which may apply to Lakewood.

27. Americans with Disabilities Act.

Lakewood shall comply with the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et.seq.) and all applicable regulations for the PNWRC Program elements funded under this Agreement and constructed by Lakewood. This Agreement does not constitute any obligation by Lakewood to design or construct Projects of which due to requirements of the ADA would impair Lakewood’s operations. Lakewood shall have no obligation to subsequently modify such improvements as a result of this Agreement.

28. Environmental Protection.

- A. All facilities that will be used to perform work under this Agreement shall not be used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, state and Federal standards. Nothing herein shall be deemed to waive or modify the preemptive effect of any Federal law.
- B. b. Work that is conducted as a result of this Agreement shall be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. Lakewood certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency (EPA). Lakewood will notify WSDOT as soon as it or any contractor or subcontractor receives any communication from the EPA indicating that an facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA’s List of Violating Facilities: provide, however, that Lakewood duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. Lakewood will include or cause to be included in each contract or subcontract entered into, which contract or subcontract exceeds Fifty Thousand Dollars (\$50,000.00) in connection with work performed pursuant to this Agreement, the criteria and requirements of this section and an affirmative covenant requiring such contractor or subcontractor to immediately inform WSDOT upon the receipt of a communication from the EPA concern the matters set forth herein.
- C. As may be instructed by WSDOT as part of its review comments for Project plans and specifications, Lakewood agrees to facilitate compliance with the policies of Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 42 U.S.C. 4321 note.

29. Project Completion, Audit, Settlement, and Closeout.

- A. **Project Completion.** Within 90 days of the PROJECT completion date or termination by FRA, WSDOT agrees to submit a final Federal Financial Report (Standard Form 425), a certification or summary or PROJECT expenses, and third party audit reports, as applicable.

- B. **Audits.** Each governmental Grantee agrees to undertake the audits required by 49 C.F.R. § 18.26 and OMB Circular A-128 or any revision or supplement thereto. Each non-governmental Grantee agrees to undertake the audits required by 49 C.F.R. § 19.26 and OMB Circular A-133 or any revision or supplement thereto.
- C. **Remittance or Excess Payments.** If FRA has made payments to WSDOT in excess of the total amount of FRA funding due, WSDOT agrees to promptly remit that excess and interest as may be required by the “Payment by FRA” section of this AGREEMENT.
- D. **Project Closeout.** Project closeout occurs when all required PROJECT work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FRA notifies WSDOT and forwards the final Federal assistance payment, or when FRA acknowledges WSDOT’s remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on WSDOT by the FRA/WSDOT Grant Cooperative Agreement or by the FRA’s final notification or acknowledgement.

Upon request, Lakewood shall obtain and provide WSDOT with the information in its possession and control necessary to meet the requirements in this Section.

30. Flow Down Provision.

Lakewood shall incorporate the applicable requirements contained in this Exhibit D in all third party contracts for any part of the work under this Agreement.

Exhibit E
Cost Estimate for the Projects

Madigan Access Improvement Project, Lakewood

Estimated Cost of Construction	\$1,079,000
Estimated Lakewood Administration	\$120,000
TOTAL	\$1,199,000

Based on 90% construction estimate. See attached.

Lakewood Administration encompasses the following activities and work groups:

- Project Management
- Project Controls and Document Control
- Engineering – Civil, Structural & Systems
- Construction Management
- Contracts and Procurement
- Safety and Quality Assurance

Exhibit F
Form of Certification for FRA Reimbursement Requirements

INVOICE SUBMITTED UNDER ARTICLE V

Monthly Invoice No. X

Dated:

TO: Washington State Department of Transportation
310 Maple Park Avenue SE
Olympia, WA 98504-7407

Attention: Mr. David Smelser

Re: WSDOT/Lakewood Construction and Maintenance Agreement Number RRB-1083 dated **XXXX**
XX, 201X.

The undersigned Authorized Representative of Lakewood pursuant to the above referenced Agreement hereby submits its **Invoice No. X** and certifies that the amount of **\$XX.XX** is due and payable to Lakewood in accordance with the provisions of the Agreement. As supported by the attached invoice.

Lakewood makes the following representations and warranties to WSDOT in connection with this Invoice:

- 1) All IMPROVEMENTS performed to date has, unless otherwise specifically stated herein, been performed in accordance with the terms and conditions of this Agreement.
- 2) The invoice contained within adheres with the costs requirements of OMB Circular A-87.
- 3) The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from Lakewood.
- 4) The representations and warranties of Lakewood set forth in the Agreement are true and correct as of the date of this invoice.
- 5) To Lakewood's best knowledge and belief (other than as specifically described herein), no event currently exists which reasonably could be expected to delay Lakewood's timely completion of the IMPROVEMENTS.
- 6) All regulatory approvals necessary for the IMPROVEMENTS that are Lakewood's obligation to obtain pursuant to the Agreement and to which this invoice relates have been secured, and

there exists no reason to believe that any future regulatory approvals that are Lakewood's obligation to obtain pursuant to the Agreement cannot be secured.

- 7) Materials and equipment purchased and that are the subject of this invoice comply with the FRA Buy America requirements of 49 U.S.C. Section 24405(a)(1).
- 8) Each subcontractor and supplier has certified in its respective invoice to Lakewood that it is not barred or suspended from providing goods and services to the State or any federal agency, and to Lakewood's actual knowledge no subcontractor or supplier has been so barred or suspended.
- 9) All engineering, design and construction IMPROVEMENTS that are the subject of this invoice has been checked and inspected and meets exceeds Lakewood's, WSDOT, AREMA Standards, and FRA Standards.
- 10) All costs submitted for reimbursement under this invoice have been completed in compliance with the flow down provisions depicted in Exhibits D as applicable.

Any liability of Lakewood arising from the representations and warranties set forth herein shall be governed by the terms and conditions of the Agreement, including any applicable limitations on liability set forth therein.

Lakewood

By: _____

Date: _____

Title: _____

Group 1

Item No.	Item Description	Std Item No.	Approx. Quantity	Unit	Estimated Unit Price	Amount	FRA	FRA TOTAL
1	Mobilization	0001	1	LS	\$56,026.40	\$56,026.40	Y	\$55,864.80
2	Clearing and Grubbing	0025	0.34	ACRE	\$10,000.00	\$3,400.00	N	
5	Removing Cement Concrete Pavement	0090	207	SY	\$20.00	\$4,140.00	Y	\$4,140.00
6	Removing Concrete Sidewalk	0100	118	SY	\$15.00	\$1,770.00	N	
7	Removing Asphalt Concrete Pavement	0120	242	SY	\$5.00	\$1,210.00	Y	\$1,210.00
10	Removing Chain Link Fence	0220	425	LF	\$5.00	\$2,125.00	N	
11	Roadway Excavation	0300	50	CY	\$20.00	\$1,000.00	Y	\$1,000.00
13	Embankment Compaction	0470	700	CY	\$5.00	\$3,500.00	Y	\$3,500.00
35	Ballast	5020	300	TON	\$30.00	\$9,000.00	Y	\$9,000.00
36	Crushed Surfacing Base Course	5100	200	TON	\$30.00	\$6,000.00	Y	\$6,000.00
37	Anti-Stripping Additive	5334	175	EST	\$1.00	\$175.00	Y	\$175.00
39	HMA Cl. 1/2", PG 64 -22	5767	75	TON	\$80.00	\$6,000.00	Y	\$6,000.00
40	HMA Cl. 1" PG 64 -22	5769	75	TON	\$90.00	\$6,750.00	Y	\$6,750.00
41	Commercial HMA	5875	5	TON	\$225.00	\$1,125.00	Y	\$1,125.00
42	Job Mix Compliance Price Adjustment	5830	250	CALC	\$1.00	\$250.00	Y	\$250.00
43	Compaction Price Adjustment	5835	175	CALC	\$1.00	\$175.00	Y	\$175.00
44	Asphalt Cost Price Adjustment	5837	625	CALC	\$1.00	\$625.00	Y	\$625.00
45	Cyclic Density Price Adjustment	6516	125	CALC	\$1.00	\$125.00	Y	\$125.00
46	Smoothness Compliant Adjustment	6518	125	CALC	\$1.00	\$125.00	Y	\$125.00
47	ESC Lead	6403	5	DAY	\$50.00	\$250.00	Y	\$250.00
48	Inlet Protection	6471	2	EA	\$250.00	\$500.00	Y	\$500.00
49	Street Cleaning	6470	10	HR	\$100.00	\$1,000.00	Y	\$1,000.00
50	Silt Fence	6373	100	LF	\$5.00	\$500.00	Y	\$500.00
54	Cement Concrete Traffic Curb	6701	64	LF	\$30.00	\$1,920.00	Y	\$1,920.00
55	Mounted Raised Curb		50	LF	\$150.00	\$7,500.00	Y	\$7,500.00
56	Cement Concrete Pedestrian Curb	6707	158	LF	\$25.00	\$3,950.00	Y	\$3,950.00
64	Profiled Plastic Line	6809	20	LF	\$2.00	\$40.00	Y	\$40.00
67	Plastic Stop Line	6859	22	LF	\$15.00	\$330.00	Y	\$330.00
77	Portable Changeable Message Sign	6993	80	HR	\$5.00	\$400.00	Y	\$400.00
78	Other Temporary Traffic Control	6973	1	LS	\$9,375.00	\$9,375.00	Y	\$9,375.00
79	Flaggers and Spotters	6980	250	HR	\$50.00	\$12,500.00	Y	\$12,500.00
80	Other Traffic Control Labor	6992	250	HR	\$50.00	\$12,500.00	Y	\$12,500.00
81	Traffic Control Supervisor	6974	1	LS	\$7,500.00	\$7,500.00	Y	\$7,500.00
82	Construction Signs Class A	6982	40	SF	\$20.00	\$800.00	Y	\$800.00
87	Type B Progress Schedule	7003	1	LS	\$1,250.00	\$1,250.00	Y	\$1,250.00
90	Detectable Warning Surface	7054	32	SF	\$60.00	\$1,920.00	Y	\$1,920.00
91	Cement Concrete Sidewalk	7055	84	SY	\$50.00	\$4,200.00	Y	\$4,200.00
92	Chain Link Fence Type 4	7083	525	LF	\$25.00	\$13,125.00	N	
93	End, Gate Corner, Pull Post for Chain Link Fence	7097	12	EA	\$250.00	\$3,000.00	N	
94	Roadside Cleanup	7480	750	CALC	\$1.00	\$750.00	Y	\$750.00
96	Minor Change	7728	25,000	CALC	\$1.00	\$25,000.00	Y	\$25,000.00
100	Removing Existing Railway Signal Equipment		1	LS	\$20,000.00	\$20,000.00	Y	\$20,000.00
101	Removing Existing Rail and Tie		400	LF	\$40.00	\$16,000.00	Y	\$16,000.00
102	Underdrain Pipe		220	LF	\$35.00	\$7,700.00	Y	\$7,700.00
103	Concrete Rail Tie		35	EA	\$175.00	\$6,125.00	Y	\$6,125.00
104	Wooden Rail Tie		61	EA	\$100.00	\$6,100.00	Y	\$6,100.00
105	Precast Concrete Crossing Panel		90	LF	\$200.00	\$18,000.00	Y	\$18,000.00
106	136 RE Rail		288	LF	\$50.00	\$14,400.00	Y	\$14,400.00
107	Rail Transition		160	LF	\$60.00	\$9,600.00	Y	\$9,600.00
108	Railroad Signal System Complete		1	LS	\$450,000.00	\$450,000.00	Y	\$450,000.00
109	Railroad Flagging		240	HR	\$75.00	\$18,000.00	Y	\$18,000.00
						Construction Contract		\$754,174.80
						Construction Contract Contingency (=5%)		\$37,708.74
						Total		\$791,883.54

Group 2

Item No.	Item Description	Std Item No.	Approx. Quantity	Unit	Estimated Unit Price	Amount	FRA	FRA TOTAL
1	Mobilization	0001	1	LS	\$187,698.88	\$187,698.88	Y	\$15,015.91
2	Clearing and Grubbing	0025	0.07	ACRE	\$10,000.00	\$700.00	N	
3	Removing Drainage Structure	0049	1	EA	\$1,000.00	\$1,000.00	N	
4	Removing Portion of Existing Bridge	0060	1	LS	\$132,500.00	\$132,500.00	N	
5	Removing Cement Concrete Pavement	0090	1,258	SY	\$20.00	\$25,160.00	Y	
7	Removing Asphalt Concrete Pavement	0120	1,758	SY	\$5.00	\$8,790.00	Y	
8	Removing Plastic Line	0190	95	LF	\$10.00	\$950.00	Y	
9	Removing Crosswalk Line	0203	220	SF	\$8.00	\$1,760.00	Y	
11	Roadway Excavation	0300	650	CY	\$20.00	\$13,000.00	Y	
12	Roadway Excavation Incl. Haul	0310	150	CY	\$25.00	\$3,750.00	Y	
14	Quarry Spalls	1086	15	TON	\$50.00	\$750.00	Y	
15	Structure Excavation Class A Incl. Haul	4006	255	CY	\$30.00	\$7,650.00	Y	
16	Shoring or Extra Excavation Class A	4013	1	LS	\$12,200.00	\$12,200.00	Y	
17	Gravel Backfill for Wall	4025	60	CY	\$50.00	\$3,000.00	Y	
18	Gravel Backfill for Drain	7014	100	CY	\$70.00	\$7,000.00	Y	
19	Steel Reinforcing Bar for Bridge	4149	14,840	LB	\$1.50	\$22,260.00	Y	
20	Steel Reinforcing Bar for Retaining Wall	4150	4,248	LB	\$1.50	\$6,372.00	Y	
21	Conc. Class 4000 for Bridge	4322	56	CY	\$550.00	\$30,800.00	Y	
22	Conc. Class 4000 for Retaining Wall	4139	16	CY	\$550.00	\$8,800.00	Y	
23	Deficient Strength Conc. Price Adjustment	4219	1	FA	(\$1.00)	(\$1.00)	Y	
24	Polyester Concrete Trial Overlay	4236	100	SY	\$25.00	\$2,500.00	Y	
25	Force Account Grinding Polyester Conc. Overlay	4322	1	CALC	\$1.00	\$1.00	Y	
26	Polyester Concrete Overlay	4139	623	SY	\$141.00	\$87,843.00	Y	
27	Structural Low Alloy Steel	4235	1	LS	\$147,000.00	\$147,000.00	Y	
28	Superstructure - Br. No. 5/413 Widening	4300	1	LS	\$194,200.00	\$194,200.00	Y	
29	Bridge Railing Type Snohomish with Curb	4410	440	LF	\$220.00	\$96,800.00	Y	
30	Bridge Railing Type Pedestrian	4410	440	LF	\$120.00	\$52,800.00	Y	
31	Moment Slab for Bridge Railing Type Snohomish		93	LF	\$329.00	\$30,597.00	Y	
32	Bridge Deck Repair	4445	25	SF	\$120.00	\$3,000.00	Y	
33	Scarifying Conc. Surface	4456	623	SY	\$50.00	\$31,150.00	Y	
34	Bridge Approach Slab	5656	60	SY	\$511.00	\$30,660.00	Y	
35	Crushed Surfacing Base Course	5100	1,080	TON	\$30.00	\$32,400.00	Y	
37	Anti-Stripping Additive	5334	325	EST	\$1.00	\$325.00	Y	
38	Planing Bituminous Pavement	5711	900	SY	\$10.00	\$9,000.00	Y	
39	HMA Cl. 1/2", PG 64 -22	5767	875	TON	\$100.00	\$87,500.00	Y	
41	Commercial HMA	5875	10	TON	\$225.00	\$2,250.00	Y	
42	Job Mix Compliance Price Adjustment	5830	1,750	CALC	\$1.00	\$1,750.00	Y	
43	Compaction Price Adjustment	5835	1,325	CALC	\$1.00	\$1,325.00	Y	
44	Asphalt Cost Price Adjustment	5837	4,375	CALC	\$1.00	\$4,375.00	Y	

45	Cyclic Density Price Adjustment	6516	875	CALC	\$1.00	\$875.00
46	Smoothness Compliant Adjustment	6518	875	CALC	\$1.00	\$875.00
47	ESC Lead	6403	155	DAY	\$50.00	\$7,750.00
48	Inlet Protection	6471	2	EA	\$250.00	\$500.00
49	Street Cleaning	6470	24	HR	\$100.00	\$2,400.00
50	Silt Fence	6373	545	LF	\$5.00	\$2,725.00
51	Erosion/Water Pollution Control	6490	1,000	CALC	\$1.00	\$1,000.00
52	Seeding, Mulching, Fertilizing	6419	1,250	SY	\$5.00	\$6,250.00
56	Cement Concrete Pedestrian Curb	6707	12	LF	\$25.00	\$300.00
57	Precast Sloped Mountable Curb	6740	140	LF	\$30.00	\$4,200.00
58	Beam Guardrail Type 31 - 8 Ft. Post	6748	270	LF	\$30.00	\$8,100.00
59	Beam Guardrail Type 31 - 11 Ft. Post	6749	638	LF	\$35.00	\$22,330.00
60	Beam Guardrail Type 31 Non-Flared Terminal	6717	3	EA	\$2,500.00	\$7,500.00
61	Beam Guardrail Anchor Type 10	6774	3	EA	\$1,000.00	\$3,000.00
62	Temporary Concrete Barrier	6781	200	LF	\$15.00	\$3,000.00
63	Temporary Impact Attenuator	7440	2	EA	\$2,000.00	\$4,000.00
64	Profiled Plastic Line	6809	7,387	LF	\$2.00	\$14,774.00
65	Profiled Plastic Wide Line	6845	799	LF	\$5.00	\$3,995.00
66	Pastic Crosswalk Line	6857	720	SF	\$6.00	\$4,320.00
67	Plastic Stop Line	6859	107	LF	\$15.00	\$1,605.00
68	Plastic Traffic Arrow	6833	26	EA	\$250.00	\$6,500.00
69	Plastic Traffic Letter	6871	24	EA	\$150.00	\$3,600.00
70	Plastic Railroad Crossing Symbol	6879	3	EA	\$1,000.00	\$3,000.00
71	Temporary Pavement Marking	6888	1,200	LF	\$2.00	\$2,400.00
72	Permanent Signing	6890	1	LS	\$50,000.00	\$50,000.00
73	Illumination System	6904	1	LS	\$50,000.00	\$50,000.00
74	Traffic Signal System	6912	1	LS	\$550,000.00	\$550,000.00
75	Temporary Traffic Signal System		1	LS	\$25,000.00	\$25,000.00
76	Communication Conduit System		1	LS	\$25,000.00	\$25,000.00
77	Portable Changeable Message Sign	6993	640	HR	\$5.00	\$3,200.00
78	Other Temporary Traffic Control	6973	1	LS	\$65,625.00	\$65,625.00
79	Flaggers and Spotters	6980	2,250	HR	\$50.00	\$112,500.00
80	Other Traffic Control Labor	6992	875	HR	\$50.00	\$43,750.00
81	Traffic Control Supervisor	6974	1	LS	\$52,500.00	\$52,500.00
82	Construction Signs Class A	6982	176	SF	\$20.00	\$3,520.00
83	Sequential Arrow Sign	6956	864	HR	\$4.00	\$3,456.00
84	Transportable Attenuator	7447	5	EA	\$6,500.00	\$32,500.00
85	Operation of Transportable Attenuator	7449	344	HR	\$40.00	\$13,760.00
86	Repair Transportable Attenuator	7450	1	EST	\$3,700.00	\$3,700.00
87	Type B Progress Schedule	7003	1	LS	\$8,750.00	\$8,750.00
88	Plugging Existing Pipe	7029	1	EA	\$500.00	\$500.00
89	Structure Surveying	7037	1	LS	\$20,000.00	\$20,000.00
90	Detectable Warning Surface	7054	56	SF	\$60.00	\$3,360.00
91	Cement Concrete Sidewalk	7055	30	SY	\$50.00	\$1,500.00
94	Roadside Cleanup	7480	4,250	CALC	\$1.00	\$4,250.00
95	Reimbursement for Third Party Damages	7725	5,000	CALC	\$1.00	\$5,000.00
96	Minor Change	7728	50,000	CALC	\$1.00	\$50,000.00
97	Steel Const Adjustment	7731	1	CALC	(\$1.00)	(\$1.00)
98	SPCC Plan	7736	1	LS	\$1,000.00	\$1,000.00
99	Construction Geotextile for Soil Stabilization	7552	150	SF	\$3.00	\$450.00

Y **\$235,000.00**

Construction Contract	\$2,533,934.88
Sales Tax (9.4%)	\$238,189.88
Construction Management	\$400,000.00
Construction Contract Contingency (-5%)	\$138,606.24
Total	\$3,310,731.00

\$250,015.91
\$23,501.50
\$120,000.00
\$13,675.87
\$407,193.28

Total for Construction \$4,108,475.22 **\$1,199,076.82**

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: Addendum No. 1 to Lakewood Water District Interlocal Agreement for design and construction services in association with the Water District's water main replacement and the City of Lakewood's Bridgeport Way SW – 83 rd ST SW to 75 th ST W project.	TYPE OF ACTION:
August 4, 2014		— ORDINANCE
		— RESOLUTION
REVIEW:		<u>X</u> MOTION 2014-47
August 4, 2014	ATTACHMENTS: Executed Interlocal Agreement Addendum No. 1	— OTHER

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

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute an Addendum No. 1 to the Interlocal Agreement with the Lakewood Water District for design and construction services in association with Lakewood Water District's water main replacement and the City of Lakewood's Bridgeport Way SW – 83rd ST SW to 75th ST W project.

DISCUSSION: The City of Lakewood is currently in the bidding phase of our Bridgeport Way SW – 83rd ST SW to 75th ST W project. Through this project, the City will widen the roadway to accommodate bicycles, add curb gutter and sidewalk, install street lighting, construct a new storm drainage system, overlay the roadway and replace the signals at the intersections of Custer RD SW and 75th ST W. **(Continued on page 2)**

ALTERNATIVE(S): The alternative is to reject the Water District's request to partner and require the Water District to proceed with the water main system replacement as a stand-alone project.

FISCAL IMPACT: There is no fiscal impact to the City. The Lakewood Water District will reimburse all costs associated construction and construction management of their facility as outlined in the Interlocal Agreement.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Prepared by <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Department Director	 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> City Manager Review
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DISCUSSION (continued from page 1):

Lakewood Water District has elected to replace their aging water main system in conjunction with the City's roadway project and has solicited City services to assist with, bidding and construction management of their facility. Staff has successfully worked with the Water District on the design phase of this project and both the City and Lakewood Water recognize that it is in the best interest of the public to coordinate efforts to minimize costs, utility conflicts and public inconvenience during construction.

Addendum No. 1 provides an estimated proportionate share of unallocated Project costs the Water District should expect to pay the City for contract administration and clarifies the method of tracking such costs.

In addition, Addendum No.1 clarifies Lakewood Water District's responsibilities should the contractor put forth a claim during construction.

All other provisions of the agreement remain unchanged.

ADDENDUM NO. 1

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE LAKEWOOD WATER DISTRICT REGARDING THE CONSTRUCTION OF ROADWAY IMPROVEMENTS AND WATER MAINS ALONG BRIDGEPORT WAY SW FROM 83RD ST SW TO 75TH ST W

THIS ADDENDUM made and entered into this ____ day of _____, 2014, by and between the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and the LAKEWOOD WATER DISTRICT, a special purpose district of the State of Washington (hereinafter referred to as the "WATER DISTRICT"), as an addendum to the Agreement between the parties executed on the 15th day of April, 2013.

W I T N E S S E T H:

WHEREAS, the parties to this agreement, pursuant to RCW Chapter 39.34, are authorized to enter into an interlocal agreement for the purposes of cooperatively and efficiently providing utility services to the citizens they serve; and,

WHEREAS, the purpose for this agreement is to allow coordination between the parties during the construction of roadway improvements and water mains facilities within the public rights-of-way along Bridgeport Way SW from 83rd ST SW to 75th ST W (hereinafter, "the Project"); and,

WHEREAS, Bridgeport Way SW from 83rd ST SW to 75th ST W is located within the boundaries of both the City and the Water District; and,

WHEREAS, Bridgeport Way SW from 83rd ST SW to 75th ST W is served by undersized and aging water main systems; and,

WHEREAS, the City and the Water District have entered into a franchise agreement granting to the Water District the right to construct, maintain, operate, replace, and repair water systems in, across, over, along, under, through, and below the public rights-of-way of the City; and,

WHEREAS, paragraph 4.1 of the franchise agreement provides that when the District "protects, supports, temporarily disconnects, relocates, or removes" any of its installations, the City and the District shall be 50/50 responsible for costs" when said work is "associated with City facilities that generate revenue such as storm drainage or sanitary sewer facilities;" and,

WHEREAS, the City and the Water District recognize the need for improved utility infrastructure; and,

WHEREAS, the City pursued and received over \$3.4 million in grants to design and construct the roadway improvements and has budgeted \$649,000 from its Surface Water Management Fund to upgrade the storm water collection and treatment systems along the corridor (all these improvements are collectively referred to as (the "Roadway Improvements")); and,

WHEREAS, the Water District has budgeted over \$0.8 million from its capital improvement fund to upgrade undersized water mains within the corridor subject to the Roadway Improvements (the "Water Main Improvements"); and,

WHEREAS, the City is the lead agency for the design and construction of the Roadway Improvements; and,

WHEREAS, the City and the Water District recognize that it is in the best interest of the public to coordinate the design and construction of the Roadway Improvements and Water Main Improvements when the coordination will minimize costs, conflicts among the utility systems, and public inconvenience during construction; and

WHEREAS, it is deemed in the best interest of the public, the City, and the Water District to incorporate the Water Main Improvements into the City's construction plans and contract for the Roadway Improvements if the incorporation will increase efficiency and decrease costs (collectively, the combined Water Main Improvements and Roadway Improvements are the "Project"); and

WHEREAS, the City and the Water District both recognize the complexity and challenges associated with implementing the Project and pledge to work cooperatively together to assure a mutual successful implementation;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the City and the Water District as follows:

REVISION TO SECTION 5. COSTS AND PAYMENTS:

Item B (3) is amended with the following added:

Exhibit B provides an estimate of the Water District's proportionate share of unallocated Project costs. Actual costs shall be determined upon acceptance of the bid of the successful bidder utilizing the formula as outlined in original agreement.

Item B (4) is revised to read:

The Water District shall pay the City on a time and materials basis for the contract administration costs incurred by the City for the Water Main Improvements. A cost estimate is included as Exhibit B for the benefit of the Water District on what they can expect to pay the City for these services. City costs shall be tracked on a project code basis.

REVISION TO SECTION 6. CHANGES AND CONTRACTOR CLAIMS:

Add new paragraph F.

F. If the City's contractor submits a claim that impacts the amount to be paid by the Water District, the City will provide a copy of the claim to the Water District along with information and data relevant to it. The Water District shall consider the claim and provide a response to the City. If the Water District rejects the claim in whole or in part, and the contractor does not accept the Water District's position, then the claim will be resolved pursuant to the dispute resolution process of the City-contractor contract. At the Water District's option, the Water District may appear in that process in the City's name, and shall be fully responsible for preparation and presentation of the defense to the claim, and shall bear all expenses and attorney's fees incurred in doing so. If the dispute resolution process results in a determination that the contractor's claim is valid, then the Water District shall pay the City for the amount of the claim.

REMAINING TERMS UNCHANGED: That all other provisions of the Agreement between the parties, executed on the 15th day of April, 2013, shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF LAKEWOOD

LAKEWOOD WATER DISTRICT

By: _____
John Caulfield, City Manager

By: _____
Randall M. Black, General Manager

Attest:

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

By: _____
Christie K. Butler, GM Executive Assistant

Approved as to form:

By: _____
Heidi A. Wachter, City Attorney

By: _____
Andrew W. Maron, District Attorney

Exhibit A

**Estimated CAD/Design Support Costs
for
Lakewood Water District Water Main Replacement
in
Bridgeport Way SW 83rd ST SW to 75th ST W Roadway Improvements**

Staff	Hourly Rate	Time (hrs)	Total
Adminstrative	\$45.00	10	\$450.00
CAD Drafter	\$50.00	120	\$6,000.00
Design Engineer	\$66.00	60	\$3,960.00
Project Engineer	\$72.00	40	\$2,880.00

Total \$13,290.00

EXHIBIT B

Estimated Lakewood Water District Proportionate Unallocated Project Costs and Contract Admin Costs for Bridgeport Way SW - 83rd ST SW to 75th ST W

Proportionate Unallocated Project Costs (Mobilization)

Estimated Water Main Bid Schedule (less Mobilization)	\$565,000
Estimated Road and Storm Bid Schedule (less Mobilization)	<u>\$3,278,000</u>
Estimated Total (less Mobilization)	<u><u>\$3,843,000</u></u>
%Water Main Costs of Total Project Costs (less Mobilization)	17%
Estimated Project Mobilization (8% Total)	\$307,440
Estimated Lakewood Water Proportionate Unallocated Project Costs (17% Project Mobilization)	<u>\$52,991</u>

Contract Administration Costs:

Project Total (with Mobilization)	\$4,150,440
Estimated Project Administration (10%)	\$415,044
Estimated Water District Contract Administration (17%)	<u>\$70,557</u>

Estimated Total \$123,548

**AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE LAKEWOOD WATER DISTRICT
REGARDING THE
CONSTRUCTION OF ROADWAY IMPROVEMENTS
AND WATER MAINS
ALONG BRIDGEPORT WAY SW FROM 83RD ST SW TO 75TH ST W**

THIS AGREEMENT is entered into by and between the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (the "City") and the LAKEWOOD WATER DISTRICT, a special purpose district of the State of Washington (the "Water District").

WHEREAS, the parties to this agreement, pursuant to RCW Chapter 39.34, are authorized to enter into an interlocal agreement for the purposes of cooperatively and efficiently providing utility services to the citizens they serve; and,

WHEREAS, the purpose for this agreement is to allow coordination between the parties during the construction of roadway improvements and water mains facilities within the public rights-of-way along Bridgeport Way SW from 83rd ST SW to 75th ST W (hereinafter, "the Project"); and,

WHEREAS, Bridgeport Way SW from 83rd ST SW to 75th ST W is located within the boundaries of both the City and the Water District; and,

WHEREAS, Bridgeport Way SW from 83rd ST SW to 75th ST W is served by undersized and aging water main systems; and,

WHEREAS, the City and the Water District have entered into a franchise agreement granting to the Water District the right to construct, maintain, operate, replace, and repair water systems in, across, over, along, under, through, and below the public rights-of-way of the City; and,

WHEREAS, paragraph 4.1 of the franchise agreement provides that when the District "protects, supports, temporarily disconnects, relocates, or removes" any of its installations, the City and the District shall be 50/50 responsible for costs" when said work is "associated with City facilities that generate revenue such as storm drainage or sanitary sewer facilities;" and,

WHEREAS, the City and the Water District recognize the need for improved utility infrastructure; and,

WHEREAS, the City pursued and received over \$3.4 million in grants to design and construct the roadway improvements and has budgeted \$649,000 from its Surface Water Management Fund to upgrade the storm water collection and treatment systems along the corridor (all these improvements are collectively referred to as (the "Roadway Improvements"); and,

WHEREAS, the Water District has budgeted over \$0.8 million from its capital improvement fund to upgrade undersized water mains within the corridor subject to the Roadway Improvements (the "Water Main Improvements"); and,

WHEREAS, the City is the lead agency for the design and construction of the Roadway Improvements; and,

WHEREAS, the City and the Water District recognize that it is in the best interest of the public to coordinate the design and construction of the Roadway Improvements and Water Main Improvements when the coordination will minimize costs, conflicts among the utility systems, and public inconvenience during construction; and

WHEREAS, it is deemed in the best interest of the public, the City, and the Water District to incorporate the Water Main Improvements into the City's construction plans and contract for the Roadway Improvements if the incorporation will increase efficiency and decrease costs (collectively, the combined Water Main Improvements and Roadway Improvements are the "Project"); and

WHEREAS, the City and the Water District both recognize the complexity and challenges associated with implementing the Project and pledge to work cooperatively together to assure a mutual successful implementation;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the City and the Water District as follows:

SECTION 1. PURPOSES

The purposes of this Agreement are to: (1) document the agreement reached between the City and the Water District regarding the design and construction of the Project, and (2) establish the roles and responsibilities of the City and the Water District relating to the design, construction, oversight, and administration of the Project.

SECTION 2. IDENTIFICATION OF GOALS

The goals entering into this Agreement are to: (1) facilitate the design and construction of the Project; (2) produce a project that meets the applicable standards and approval of both the City and the Water District; (3) achieve maximum cost savings for the benefit of the public served by both the City and the Water District and the Water District's ratepayers; (4) minimize inconvenience to the traveling public during construction of the Project; (5) perform appropriate levels of construction administration and construction quality assurance and quality control; (6) create a Project schedule maximizing coordination among the City, the Water District, and the Project's contractor(s); (7) provide the Water District with planning input during all aspects of Project; (8) create a Project sequencing schedule to insure continuity of water service and fire flow to all areas of affected community throughout the duration of the Project.

SECTION 3. THE CITY'S RESPONSIBILITY

- A. The City shall designate a construction lead administrator to administer the cooperative undertaking of the Project.

- B. The City shall lead development of design and bid documents for the Roadway Improvements.
- C. The City shall pay for all portions of the Project not related to the Water Main Improvements.
- D. The City shall provide base map information to the Water District for use in the Water District's design and bid document development of the Water Main Improvements including: (1) electronic computer-aided drafting (CAD) topographic mapping files; (2) proposed roadway CAD files; and (3) proposed storm drainage CAD files.
- E. The City shall provide CAD / design support for the development of the Water Main Improvements plans and specifications. This shall include drafting support for the Water District's engineer; and review, editing, and insertion of the Water District's special provisions into the Project contract provisions. The City shall provide reproducible plans and specifications for the Water Main Improvements for inclusion in the Project bid documents.
- F. The City shall complete all necessary environmental documentation for the Roadway Improvements and shall serve as the lead agency in ensuring that the Project complies with all applicable requirements of the State Environmental Policy Act, chapter 43.21C RCW (SEPA).
- G. In coordination with the Water District, the City shall secure all necessary rights-of-way and easements required for the construction of the Roadway Improvements.
- H. The City shall lead the public outreach effort to inform citizens and property owners of pending construction activities associated with the Project including: (1) mailings and flyers for open houses, provided no such mailing or flyer shall be distributed unless the City has first consulted with the Water District regarding the mailing's or flyer's contents; (2) scheduling facilities for hosting of meetings; (3) scheduling appropriate City staff to be present at meetings; (4) providing mapping and handouts; and (5) summarizing meeting notes and action items. The City shall provide a minimum of ten (10) business days' written notice to the Water District of all scheduled open houses and public meetings. The City shall provide copies to the Water District of handouts made available at open houses and public meetings.
- I. The City shall be the lead in development of the contract provisions for the Project including: (1) inclusion of plans and specifications provided by the Water District for the Water Main Improvements in the Project's plans and specifications; (2) advertisement and posting for bids; (3) instructions to bidders, including an instruction that bidders show the cost of contract items allocated to the Water Main Improvements segregated from the cost of contract items allocated to the Roadway Improvements; (4) bid form, bid schedules, and bidder information and signature form; (5) establishment of the naming and scope of each of the various bid schedules; (6) deposit or bid bond form; (7) non-collusion affidavit form; (8) subcontractor list; (9) disadvantaged business enterprise utilization certificate; (10) bidder's construction experience form; (11) contract agreement; (12) contract bond (performance and payment); (13) Federal-AID provisions; and (14) state and federal wage rates.
- J. The City shall be the lead in the bidding process for the Project.
- K. Prior to advertising the Project, the City shall provide to the Water District the draft contract provisions prepared by the City. The City shall not advertise the Project before

the Water District has responded to the draft contract provisions as described in Section 4.F of this Agreement.

- L. No more than three (3) business days after identifying the lowest responsible and responsive bidder for the Project, the City shall submit that bidder's bid proposal to the Water District for review and response as described in Section 4.G of this Agreement.
- M. The City shall not award the Project construction contract to that bidder before the Water District has responded to the bidder's proposal as described in Section 4.G of this Agreement.
- N. Prior to commencement of any work on the Project, the City shall organize a preconstruction conference and shall provide the Water District with no less than five (5) business days' prior notice of the scheduled preconstruction conference.
- O. The City shall be the lead on the construction administration for the Project including: (1) constructability analysis (independent consultant review of construction staging, utility conflicts, utility staging, etc.); (2) submittal management, except for work associated with the Water Main Improvements which management shall be administered by the Water District; (3) inspection services, except for work associated with the Water Main Improvements which inspections shall be conducted by the Water District; (4) setting agendas for, facilitating, and preparing meeting minutes from weekly construction meetings; (5) setting agendas for, facilitating, and preparing meeting minutes from monthly management meetings; (6) construction contract scheduling; (7) reviewing of contractor payment requests; (8) document reviews; and (9) record drawings.
- P. The City shall bill the Water District for costs related to the Water Main Improvements in accordance with the payment provisions set forth in this Agreement.
- Q. The City shall post information signs in at least two locations within the Project area showing the project funding and funding partners for the Project. The information signs shall identify that the Water Main Improvements are undertaken and funded by the Water District.
- R. The City shall promptly notify the Water District of the completion of the Water Main Improvements.
- S. The City shall promptly notify the Water District of any issues related to the Project that the City believes are inconsistent with the design or construction documents of the Project, or with this Agreement. The City shall work cooperatively with the Water District to resolve any such issues to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

SECTION 4. WATER DISTRICT RESPONSIBILITY

- A. The Water District shall lead development of design and bid documents for the Water Main Improvements. The Water District shall design the Water Main Improvements and develop the specifications and details for inclusion in the Project bid documents. The Water District's engineer shall review, approve and seal the Water Main Improvements design and bid documents prepared in conjunction with the City.
- B. The Water District shall pay for all portions of the Water Main Improvements as described in Section 5 of this Agreement.

- C. The Water District shall complete all necessary environmental documentation for the Water Main Improvements and shall submit said documentation to the City for the City's compliance with SEPA.
- D. In coordination with the City, the Water District shall secure all necessary rights-of-way and easements required for the construction of the Water Main Improvements.
- E. The Water District shall actively participate in the public outreach portion of the Project in preparation for and during construction activities by: (1) sending appropriate representatives to public outreach meetings if the City provides adequate notice as described in Section 3.H of this Agreement; and (2) preparing plans and mapping specific to the Water Main Improvements.
- F. Prior to the advertising of the Project, the Water District shall review the draft contract provisions prepared and provided to the Water District by the City for any required modifications. Within five (5) business days after receiving the draft contract provisions, the Water District shall issue written notification to the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions. If the Water District notifies the City of any issues with the draft contract provisions, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, the Water District has not notified the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions, the draft contract provisions shall be considered accepted by the Water District.
- G. After receiving a copy of the lowest responsible and responsive bidder's bid proposal from the City, the Water District shall, within five (5) business days issue written notification to the City of any issues with the proposal or of acceptance of the proposal. If the Water District notifies the City of any issues with the proposal, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, the Water District has not notified the City of any issues with the proposal or of acceptance of the proposal, the proposal shall be considered accepted by the Water District.
- H. The Water District shall provide a representative for construction administration of the Project to: (1) review and, if acceptable, approve submittals, requests-for-information, and other documents about the Water Main Improvements and return them to the lead construction administrator within three (3) business days; (2) be present at weekly construction and monthly management meetings; (3) review contractor payment requests for work associated with the Water Main Improvements; (4) coordinate with the contractor(s) and the City to determine temporary water service needs including materials necessary for and location of temporary water mains and services, maintenance of temporary water mains and services, and timetable(s) for construction and dismantling of temporary water mains and services; (5) coordinate with the City and contractor(s) when old water mains are to be abandoned and installed portions of new mains shall be brought into service; (6) verify pre-determined project and sequencing schedules are followed by the contractor(s); and (7) assist in determining need and direction of potential changes in project and sequencing schedules if a change in conditions arises. If any disputes arise regarding the Water District's role in construction administration of the Project, the

Parties shall work cooperatively to resolve any such disputes to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

- I. The Water District shall inspect all work associated with the Water Main Improvements. All costs for such inspection shall be borne by the Water District. All contact between the Water District's inspectors and the City's contractor shall be through the City's on-site representative who shall be identified by the City at the Project preconstruction conference.
- J. The Water District shall provide to the City copies of all daily inspection reports for work involving the Water Main Improvements on a weekly or other agreed-upon interval.
- K. The Water District shall, within twenty (20) business days after the City's notification of completion of the Water Main Improvements, issue written notification to the City of any deficiencies or of acceptance of the work. The City's contractor shall correct any deficiencies as soon as reasonably practicable. If, after the twenty (20) day period, notification has not been received by the City, the Water Main Improvements shall be considered complete and accepted by the Water District.
- L. The Water District shall provide to the City reproducible "as-built" plan/mark-up sheets showing the completed Water Main Improvements, provided that construction of said utilities has been completed under the terms of this Agreement. The Water District shall also provide to the City an electronic copy of the "as-built" plans in the following format: Water CAD. If the Agreement is terminated prior to completion of the Water Main Improvements, the Water District shall provide to the City reproducible "as-built" plan sheets of all completed work on the Water Main Improvements.
- M. The Water District shall promptly notify the City of any issues related to the Project that the Water District believes are inconsistent with the design or construction documents of the Project, or with this Agreement. The Water District shall work cooperatively with the City to resolve any such issues to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

SECTION 5. COSTS AND PAYMENTS

- A. The Water District agrees to set aside funds for payment to the City for all costs associated with the Water Main Improvements, as described in Section 5.B of this Agreement.
- B. The Water District shall pay the City for the following costs:
 - (1) The Water District shall pay the City on a time and materials basis for the design and contract administration costs incurred by the City for the Water Main Improvements. A cost estimate is included as Exhibit A for the benefit of the Water District on what they can expect to pay the City for these services.
 - (2) 100 percent of the final cost of all contract items related to the Water Main Improvements, as shown in the bid proposal of the successful bidder. The parties to this agreement will work cooperatively in preparation of the bid request and bid documents so that bids will separately identify and allocate costs so that the financial obligations of the parties may be determined with a high degree of certainty;

- (3) The Water District's proportionate share of the unallocated Project costs, such as mobilization and demobilization, as shown in the bid proposal of the successful bidder. The Water District's proportionate share shall be determined by the following formula: (Costs allocated to Water Main Improvements in the bid proposal of the successful bidder) divided by (Costs allocated to the Project in the bid proposal of the successful bidder). The amount to be determined at a future date by execution of an addendum to this agreement;
 - (4) The Water District shall pay the City the entirety of the Water District's portion of the contract administration costs. The amount to be determined at a future date by execution of an addendum to this agreement.
 - (5) 100 percent of the cost of any extra work associated with the Water Main Improvements within the amount allowed under Section 6.C and any costs for extra work that have been approved in accordance with Section 6.D of this Agreement, so long as such extra work has been approved the Water District consistent with Section 6.B of this Agreement.
- C. The City shall provide the Water District with properly executed invoices and other appropriate documents segregating and identifying the contractor's payments, equipment, materials, and labor expended on the Water Main Improvements, plus the Water District's proportionate share of the unallocated Project costs, plus the Water District's proportionate of the City's actual costs incurred in support of the Water Main Improvements, plus the cost of any extra work associated with the Main Improvements.
 - D. Approved invoices describing costs consistent with Section 5.B above and meeting the description in Section 5.C above shall be paid by the Water District within forty-five (45) days of receipt by the Water District. Notice of any potential dispute regarding payment on an invoice shall be made in writing within the same time period. Payment by the Water District shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. If the Parties are unable to cooperatively resolve the dispute, they shall engage in the dispute resolution procedures identified in this Agreement. Interest, at the simple interest rate of 2% per year, shall be charged on all past due payments until paid except for any portion of the past due payment for which it is determined that the Water District is not responsible.

SECTION 6. CHANGES AND CONTRACTOR CLAIMS

- A. There may be unforeseen conditions requiring immediate resolution during the construction phase of this Agreement such as construction disputes and claims, changed conditions, and changes in the construction work. Reimbursement for increased construction engineering and/or construction contract amounts shall be limited to costs covered by a modification, change order, or extra work order approved as described below.
- B. No change shall be permitted to the approved construction, scheduling, or sequencing plans for the Water Main Improvements unless approved by the Water District.
- C. Should it be determined that any change from the Project contract plans and specifications is required that would result in an increased cost to the Water District of

\$2,500 or less, the City shall provide the Water District with no less than 24-hours' notice of the proposed change. If the Water District approves the change or does not respond before the expiration period of the notice period, the City is authorized to make the change. If the Water District notifies the City that the Water District disapproves the change within the notice period, the City shall have no authority to make the change.

- D. Any change in the Project that would result in an increased cost to the Water District in excess of \$2,500 and any change disapproved by the Water District under Section 6.C above shall not be authorized unless and until a binding Letter of Agreement describing the changed scope of work and the estimated change in the Water Main Improvements cost has been signed by both the City's Public Works Director or his/her designee and the Water District's General Manager or his/her designee. The Water District and the City will work diligently together in securing the execution of said binding Letter of Agreement so as not to hold up the City's contractor from carrying out the work.
- E. Each Party, in the event of a claim by the construction contractor, shall be responsible for its share of the claim filed by the contractor arising out of that Party's proportionate responsibility for the claim.

SECTION 7. TERM OF THE AGREEMENT

This Agreement, unless terminated sooner as provided for in Section 20, shall be in full force and effect commencing on the date of execution of this Agreement and terminating when the Water Main Improvements have been accepted by the Water District and the Water District has paid the City in full, unless terminated sooner as provided in this Agreement. Termination of this Agreement shall have no effect on the obligations of either Party to maintain the improvements.

SECTION 8. INDEMNIFICATION AND DEFENSE

- A. The City shall defend, indemnify, and hold harmless the Water District, its officers, elected officials, employees, and agents from any and all costs, claims, judgments, or awards of damages of any nature whatsoever resulting from acts or omissions of the City, its officers, elected officials, employees, or agents associated with this Agreement.
- B. The Water District shall defend, indemnify, and hold harmless the City, its officers, elected officials, employees, and agents from any and all costs, claims, judgments, or awards of damages of any nature whatsoever resulting from acts or omissions of the Water District, its officers, elected officials, employees, or agents associated with this Agreement.
- C. In the event of the concurrent negligence of the City and the Water District, each shall be liable for its own percentage of fault. The entities' responsibility to indemnify each other includes the obligation to defend the other and to pay any judgment or award and all chargeable costs and reasonable attorney's fees.
- D. Each party shall individually assume all risk and liability for the specifications, materials requirements, identified work methods and engineering requirements related to his project for which each party is solely responsible for providing.

SECTION 9. NO THIRD-PARTY BENEFICIARY

The City, by this Agreement, does not assume any contractual obligations to anyone other than the Water District. The Water District, by this Agreement, does not assume any contractual obligations to anyone other than the City. There is no third-party beneficiary to this Agreement.

SECTION 10. INSURANCE COVERAGE

- A. The City and the Water District shall each maintain at all times during the course of this Agreement a general liability insurance policy with a policy limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- B. The City shall require the contractor(s) performing services on the Project to procure and maintain for the duration of the Project's construction contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work associated with this Agreement, with both the City and the Water District named as an additional insured. Coverage shall be at least as broad as the following:
- C. The City shall require each contractor to provide a certificate of insurance, with the additional insured endorsement outlining the required coverage. The City shall provide a copy of the certificate of insurance to the Water District.

The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, neither the City nor the Water District shall be deemed or construed to have assessed the risks that may be applicable to the contractor under this Agreement. The contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.

Insurance coverage shall be at least as broad as stated below and with limits no less than:

- A. *General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 Ed. 11-88 covering COMMERCIAL GENERAL LIABILITY. \$1 million combined single limit per occurrence, and for those policies with aggregate limits, a \$2 million aggregate limit.*
- B. *Automobile Liability. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 Ed. 12/90 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. \$1 million combined single limit per accident.*

C. *Workers' Compensation; Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.*

D. *Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.*

E. *Builder's Risk/Installation Floater: The contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by the City and the Water District, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of the City and the Water District, Contractor and subcontractors of all tiers with the City and the Water District listed as loss payees.*

In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Agreement and acceptance of the Project by the City and the Water District, the contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Agreement.

Explosion & Collapse, Underground Damage (XCU) Endorsement. \$1,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. Evidence of Insurance must specifically state coverage is included.

Any deductibles or self-insured retention's must be declared to, and approved by, the City and the Water District. The deductible and/or self-insured retention of the policies shall not limit or apply to the contractor's liability to the City and the Water District and shall be the sole responsibility of the contractor.

The insurance policies required in this Agreement are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies except Workers Compensation:

a. The City and the Water District, its officers, officials, employees, agents and consultants are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the contractor in connection with this Agreement.

b. The contractor's insurance coverage shall be primary insurance as respects the City and the Water District, their officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the City or the Water District, their officers, officials, employees, agents and consultants shall not contribute with the contractor's insurance or benefit the contractor in any way.

c. The contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

d. A Per Project Aggregate shall apply to the General Liability policy.

Unless otherwise approved by the City and the Water District:

1. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

2. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+; VII.

If at any time the foregoing required policies shall fail to meet the above minimum requirements, the contractor shall, upon notice to that effect from the City and the Water District, promptly obtain a new policy, and shall submit the same to the City and the Water District, with the appropriate certificates and endorsements, for approval.

The contractor shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors, as evidence of compliance with the insurance requirements of this contractor shall be subject to all of the requirements stated herein.

SECTION 11. DISPUTE RESOLUTION

- A. In the event that a dispute arises which the Parties do not cooperatively resolve, the parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either Party, and shall be conducted prior to the institution of any lawsuit arising under this Agreement. The Parties agree to share the cost of mediation equally.
- B. This Agreement has been made pursuant to, and shall be construed according to, the laws of the State of Washington. In the event that mediation is unsuccessful and either Party finds it necessary to institute proceedings to enforce any provision of this Agreement, such proceedings shall be submitted to arbitration before a mutually-acceptable arbitrator from Judicial Arbitration and Mediation Services, Inc. (JAMS) or Judicial Dispute Resolution LLC (JDR). If the Parties are unable to mutually agree on an arbitrator, one shall be appointed by the Presiding Judge of Pierce County Superior Court.

SECTION 12. NON-DISCRIMINATION

The City and the Water District certify that they are Equal Opportunity Employers.

SECTION 13. ASSIGNMENT

Neither the City nor the Water District shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 14. NOTICE

Except where otherwise indicated in this Agreement, any formal notice or communication to be given by the City to the Water District under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

LAKWOOD WATER DISTRICT
11900 Gravelly Lake Drive SW
P.O. Box 99729
Lakewood, WA 98496-0729

Attn: Randall M. Black, General Manager

Except where otherwise indicated in this Agreement, any formal notice or communication to be given by the Water District to the City under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

CITY OF LAKEWOOD
6000 Main Street SW
Lakewood, WA 98499-5027

Attn: Don Wickstrom, Public Works Director

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the City or the Water District giving written notice thereof to the other as herein provided.

SECTION 15. PROJECT RECORDS

During the progress of the Project and for a period not less than six (6) years from the Water District's final payment to the City, all records and accounting pertaining to the Project shall be kept available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to the Project shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the six-year retention period.

SECTION 16. CITY AND WATER DISTRICT AS INDEPENDENT CONTRACTORS

The City is, and shall at all times be deemed to be, an independent contractor. The Water District is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and the Water District or their agents or employees. The City and the Water District shall each independently retain all authority for the rendition of services, standards of performance, control of personnel, and other matters incidental to the performance of services by the City and the Water District pursuant to this Agreement.

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

SECTION 17. WAIVER

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 18. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties and may not be modified or amended except as provided herein. Any prior understandings, whether written or oral, are expressly excluded. No executed agreements previously executed by one or both of the Parties are effected by this Agreement.

SECTION 19. AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both Parties.

SECTION 20. TERMINATION

A. The City has the right to terminate this Agreement by providing written notice to the Water District if the City determines not to undertake the Project or to discontinue the Project, in which case the City shall be responsible for costs incurred by the Water District associated with the Utility Improvements prior to the City's notice of termination, and the Water District shall only be responsible for costs reasonably incurred by the City that are directly attributable to the Water Main Improvements prior to the City's notice of termination.

B. The Water District has the right to terminate this Agreement by providing written notice to the City prior to the award of the construction contract, in which case the Water

District shall be responsible for all costs reasonably incurred by the City in executing the necessary contract changes to delete the Water Main Improvements from the Project.

- C. After award of the construction contract by the City, the Water District may terminate this Agreement only upon 30 days' prior written notice to the City. In that event, the Water District shall be responsible for all costs reasonably incurred by the City through the date 30 days from the date of the Water District's notice to the City, and all bona fide costs reasonably claimed by the contractor in deleting the Water Main Improvements from the Project.

SECTION 21. FILING

Both Parties shall file copies of this Agreement, together with the motions of the Lakewood Council and Water District Board approving and ratifying this Agreement with the Lakewood City Clerk and the Water District General Manager after execution of the Agreement.

SECTION 22. SEVERABILITY

If any provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHERE OF, the Parties have caused this Agreement to be executed on this 15th day of April, 2013.

CITY OF LAKEWOOD

LAKEWOOD WATER DISTRICT

Heidi Waechter
Heidi Waechter, Interim City Manager

Randall M. Black
Randall M. Black, General Manager

Attest:

Alice Bush
Alice Bush, MMC, City Clerk

Christie K. Butler
Christie K. Butler, GM Executive Assistant

Approved as to Form:

Matthew S. Kaser, Acting City Attorney

Andrew W. Maron, District Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: August 4, 2014	TITLE: Exchange Agreement with the Zayo Group, LLC for construction of fiber optic cabling along Steilacoom Boulevard between Farwest Drive and Durango Street.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION 2014-48 — OTHER
REVIEW: August 4, 2014	ATTACHMENTS: Exchange Agreement	

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

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute an Exchange Agreement with the Zayo Group, LLC for construction of fiber optic cabling along Steilacoom Boulevard between Farwest Drive and Durango Street.

DISCUSSION: The Zayo Group, LLC (Zayo) has a franchise agreement with the City of Lakewood to construct fiber optic cabling along various rights-of-way including the entire length of Steilacoom Boulevard. After review of Zayo’s proposed design, they would need to trench and/or bore along the Fort Steilacoom Park or Western State Hospital frontage to provide an underground conduit. The City of Lakewood, as part of another capital improvement project, installed two spare conduits for future communication cabling. **(Continued on page 2)**

ALTERNATIVE(S): The only other alternative would be to not to enter into this agreement and require Zayo to build their own underground conduit and the city forgo having over 14,000 LF of fiber optic cabling installed.

FISCAL IMPACT: This Agreement itself has no direct associated costs. Future costs may include repair and relocation costs of fiber optic facilities that will be shared 50/50 as long as we continue to occupy the same location. Existing fiber optic cabling we have in place has only needed to be relocated one time in four years for an approximate cost of \$1,500.

Prepared by	
Department Director	_____ City Manager Review

DISCUSSION (continued from page 1):

The city is utilizing one of those conduits for a fiber optic signal interconnect, and does not anticipate needing the second conduit. Therefore, the city reviewed the possibility of allowing use of the second conduit in exchange for installation of a fiber optic cable along Steilacoom Boulevard.

A summary of the exchange is as follows:

- 1) City of Lakewood allows use of a second, 2-inch diameter conduit (4,555 LF) along Steilacoom Boulevard between Farwest Drive and 87th Avenue. (Estimated value at \$20/LF = \$90,000).
- 2) Zayo overlashes a 48-count single-mode fiber optic cable on top of their overhead fiber optic installation along Steilacoom Boulevard between 87th Avenue and Durango Street (14,453 LF). (Estimated value (if the city completed independently) = \$155,000).

This fiber optic cable will be a city-owned cable that will be utilized in the future for signal interconnect as well as serving other city facilities including Parks Maintenance at Fort Steilacoom Park. Interconnection of the signals and other city facilities will need to be accomplished under a separate project. Funding for the signal interconnect was secured through a recent grant award and is anticipated to be constructed in 2015.

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (“Agreement”) dated this ___ day of _____, 2014, is made by and between the **City of Lakewood** (“City”), a municipal corporation in the State of Washington, and **Zayo Group, LLC**, a Delaware limited liability company (“Zayo”).

WHEREAS, City owns or will own facilities within the boundaries of the City of Lakewood, WA, and desires to provide certain unused capacity in its facilities to Zayo (“Zayo Facilities”);

WHEREAS, Zayo owns or will own certain facilities within the boundaries of Lakewood, WA, and desires to provide certain unused capacity in its facilities to City (“City Facilities”);

WHEREAS, City and Zayo desire to exchange the use of certain facilities as further described in Exhibit A; and

WHEREAS, each party recognizes the efficiencies realized in exchanging certain facilities in support of their own purposes to effectuate the operations desired by both parties, and is willing to exchange such facilities in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following additional terms are defined:
 - (A) “Accepting party” shall mean the party (either City or Zayo, as the case may be) who accepts and uses the other party’s facilities pursuant to this Agreement.
 - (B) “Affiliate” shall mean, with respect to any Person, any other Person, who directly or indirectly controls, is controlled by, or is under common control with that Person. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether by way of equity ownership, contract or otherwise.
 - (C) “Associated Property” shall mean, with respect to Facilities Delivered, the following described tangible and intangible property necessary for the use of the Zayo Facilities or the City Facilities, as applicable, solely for the limited purposes described in this Agreement: (a) a party’s rights in all Underlying Rights, subject to the terms, conditions and limitations thereof; and (b) manholes and handholes. The term “Associated Property” does not include any telecommunications equipment.
 - (D) “Delivered Facilities” shall mean the facilities as described in Exhibit A received by the Accepting party from the Delivering party. It includes all associated equipment, devices and hardware which are owned by a particular party.
 - (E) “Delivering party” shall mean the party (either City or Zayo, as the case may be) who delivers and transfers its facilities to the Accepting party pursuant to this Agreement.
 - (F) “Governmental Authority” shall mean any federal, state, regional, county, city, municipal, local, territorial, or tribal government, or any public or quasi-public authority, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.
 - (G) “IRU” shall mean indefeasible right of use.

(H) “Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

(I) “Project Costs” shall mean, for each party, all labor, transportation, supervision, materials and other costs associated with the applicable party’s Work.

(J) “Underlying Rights” shall mean all deeds, leases, easements, rights-of-way agreements, licenses, franchises, grants, contracts and other rights, titles and interests to use real property of any third Person, which are necessary for the construction, placement, location, installation, operation, use, lease, rental, maintenance, repair or replacement of the Delivered Facilities.

(K) “Work” shall mean all necessary installation, management, engineering, placement, make-ready, preparatory and construction work required to be completed by each party, as further described in Exhibit A, which is required in order to effectuate the Swap.

2. Exchange of Right to Use Delivered Facilities and Associated Property. The parties shall provide to each other the Delivered Facilities described in Exhibit A hereto. Such conveyance of rights shall include the associated and nonexclusive right to use the Associated Property of the applicable Delivered Facilities. All of the foregoing actions set forth in this Section 3 are collectively referred to herein as the “Exchange.”

3. Construction Schedule. Any Work described in Exhibit A, including acceptance testing (if any), shall be complete no later than thirty (30) days after the Effective Date of this Agreement (“Completion Date”). Upon such Completion Date the parties may execute a completion notice (“Completion Notice”) in a form substantially similar to Exhibit B.

4. Conditions of Use.

(A) City may not resell the City Facilities provided to City by Zayo, and City’s use of such City Facilities is expressly limited to City’s exclusive governmental, public non-commercial use.

(B) Zayo’s use of the Zayo Facilities is limited to the provision of telecommunications services.

5. Consideration/Exchange. The parties acknowledge that, except as may be otherwise set forth herein, there will be no cash consideration paid for the Exchange from either party to the other. To the extent that applicable law may require consideration for this agreement, each party agrees that the use of facilities by the other party is valuable and sufficient consideration for this agreement.

6. Term. This Agreement shall become effective as of the date last executed below and, if not earlier terminated in accordance with the provisions herein, shall continue in effect until twenty (20) years following the effective date of the Completion Notice (“Term”). This Agreement shall automatically renew for an additional ten (10) years (“Renewal Term”) under the same terms and conditions unless one party provides the other party with written notice at least one hundred eighty (180) days prior to the end of the Term of that party’s intent to terminate this Agreement. Each party’s use of the facilities granted to it, pursuant to this Agreement and as identified in Exhibit A, shall be co-terminus with the other party’s use of the facilities granted to it.

7. Removal of Equipment. Upon termination, each party shall, within forty-five (45) days of such termination, remove all equipment, cable and related facilities used in connection with this Agreement. Each party shall accomplish such removal at its sole expense, under the other party’s supervision and in a

manner that does not damage the other party's Facilities. Each party shall be responsible for and shall indemnify the other party from and against any damage, loss, cost or expense caused by such removal. If a party fails to remove its property within such period, the property shall be deemed abandoned and the other party may dispose of the same in any manner it deems reasonably appropriate, at the removing party's expense.

8. Maintenance and Access. Except as otherwise specified in Exhibit A hereto, during the Term the responsibility to perform maintenance, including bearing all related costs to perform, of the City Facilities and the Zayo Facilities shall be allocated to the parties on a pro rata basis relative to the number of fibers under each party's control. Each party shall be responsible for performance of maintenance on Facilities that they originally constructed or installed. City shall have no rights to access physically Zayo's system to maintain, splice, adjust, align, cut, repair or replace its facilities.

9. Taxes. The Delivering party shall be responsible for obtaining all Underlying Rights, licenses, permits, and other necessary governmental approvals and shall timely pay any and all taxes and franchise license and permit fees (collectively "Taxes") based on the physical location and occupation of its system and/or the Delivered Facilities and/or construction thereof in, on, across, along or through public or private roads, highways or rights-of-way. The Accepting party shall be responsible for paying any Taxes assessed against it for its use of the Delivered Facilities, other than that described above, during the Term of this Agreement or any Renewal Term thereof (including taxes or fees based upon revenue derived from the Delivered Facilities).

10. Waiver of Compliance. Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions. To the contrary, the same shall remain at all times in full force and effect.

11. Force Majeure. Neither party shall be in Default by reason of any failure or delay in performance of this Agreement, and such excused party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay, if such failure arises out of causes beyond the reasonable control of the non-performing party. Such party shall exercise commercially reasonable efforts to minimize the time of any such delay.

12. Assignment. Neither party may assign or otherwise transfer this Agreement or its duties and obligations contained in this Agreement without the prior written notice to and written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, neither party shall be required to obtain the consent of the other for (i) any corporate financing, merger or reorganization, (ii) assignment or transfer of this Agreement or the rights herein granted to any subsidiary, parent company or Affiliate, (iii) any transfer or purchaser of all or substantially all of the business or assets of such party, or (iv) any person with which or into which such party may merge or consolidate. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

13. Representations and Warranties. Each party represents and warrants that: (a) it has full right and authority, including any requisite corporate authority, to perform its respective obligations under this Agreement; (b) the execution of this Agreement is not violative of its charter, by-laws or any law, regulation or agreement by which it is bound or to which it is subject; and (c) no litigation or governmental proceeding is pending or threatened in writing which might have a material adverse effect on this Agreement, the transaction contemplated by this Agreement or the rights of the parties hereunder.

14. Indemnification. Each party shall indemnify and hold harmless the other party and its respective officers, agents and employees from and against all claims, damages, losses, liabilities, and costs related

to personal injury and damage to tangible property arising from its negligence or willful misconduct arising from this Agreement, including without limitation reasonable attorney fees and costs.

15. Limitations on Liability. Neither party shall be liable to the other for special, indirect, consequential or punitive damages resulting from or arising out of this Agreement, or the performance of the work hereunder, including, without limitation, economic loss or loss business or profits or business interruptions, however same may be caused.

16. Default and Termination.

(A) Event of Default. Any of the following shall constitute an event of Default: (a) party fails to perform or observe any representation, warranty, covenant, condition or agreement and fails to cure such breach within thirty (30) days after written notice (or such longer period as may be necessary if such failure cannot reasonably be cured within such thirty (30) day period; provided such party undertakes such cure within such thirty (30) day period and thereafter diligently proceeds, in good faith, to cure such failure); (b) any representation or warranty made by a party hereunder or in any other instrument provided to one party by the other party proves to be incorrect in any material respect when made; (c) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Customer; (d) a party becomes insolvent or fails generally to pay its debts as they become due; or (e) a party voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated.

(B) Remedies. In the event of a Default by either party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) proceed to enforce the remedies of a secured party under applicable law; (c) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (d) disconnect and/or remove the applicable Delivered Facilities and equipment. Upon any such termination, the defaulting party shall lose the right to use the Delivered Facilities. Any such termination shall in no way affect or alter the validity of this Agreement with respect to the rights granted to the non-defaulting party hereunder and the non-defaulting party may continue to use the Delivered Facilities and avail itself of all other rights it receives pursuant to this Agreement; provided, however, that such non-defaulting party must pay a use fee to the Delivering party based on current market value for a lease of similar facilities.

17. Insurance. During the Term, each party shall obtain and maintain, and shall require any of its permitted subcontractors to obtain and maintain, not less than the insurance set forth below:

(A) Workers' Compensation: Statutory; and employer's liability insurance covering death or injury to any person or persons, or damage to property arising from the operations of vehicles or equipment, with limits of not less than \$1,000,000 per occurrence.

(B) Commercial General Liability: Written on a per occurrence basis to include coverage for: Broad Form Property Damage; Bodily Injury; Personal Injury; Blanket Contractual Liability; and Products/Completed Operations, with a combined single limit per Occurrence not less than \$2,000,000.

(C) Automotive Liability: Covering death or injury to any person or persons, or damage to property arising from the operation of vehicles or equipment, for all vehicles owned, hired, non-hired, non-owned and borrowed by contractor in the performance of the obligations covered under this Agreement, with limits of not less than \$1,000,000 per occurrence.

18. Notices. All notices shall be in writing and shall be delivered by certified mail return receipt requested or by overnight delivery that is capable of providing proof of delivery. Any such notice shall be deemed effective on the date of mailing. All notices shall be addressed to the parties as specified below:

If to City: City of Lakewood
6000 Main Street SW
Lakewood, WA 98499
Attention: City Manager

If to Zayo: Zayo Group, LLC
1805 29th Street
Boulder, CO 80301
Attention: General Counsel, ZFTI

19. Severability. In the event that any term or provision of this Agreement is declared to be illegal, invalid or unconstitutional, then that provision shall be deemed to be deleted from this Agreement and have no force or effect and this Agreement shall thereafter continue in full force and effect, as modified.

20. Joint Work Product. This Agreement is the joint work product of both parties hereto, accordingly, in the event of ambiguity no presumption shall be imposed against any party by reason of document preparation.

21. Dispute Resolution. Except for an action seeking a temporary restraining order or injunction, or suit to compel compliance with this dispute resolution process, the parties agree that for a period of thirty (30) days after written notice from either party, the parties shall attempt in good faith to resolve the dispute by direct negotiation of representatives of the parties.

22. Governing Law. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Washington, without reference to its conflicts of law principles. Each party hereby submits to the jurisdiction and venue of the courts in Pierce County Washington for purposes of any litigation related to the Agreement and irrevocably waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any party thereto.

23. Survival. Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement, including the removal of equipment obligations set forth in Section 8 hereof, shall survive and be enforceable after the expiration or termination of this Agreement.

24. Relationship of the parties. The relationship of the parties is that of independent contractor and not as the agent, employee or legal representative of the other. Each party has and hereby retains the right to exercise full control of and supervision over the performance of its obligations hereunder and full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations.

25. Amendment. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the parties. Neither party shall assign any of its rights hereunder without the prior written consent of the other party.

26. Entire Agreement. This Agreement, including any Exhibits, contains the entire agreement between the parties and supersedes all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise, or practice between the parties relating to the Agreement shall be binding upon the parties.

27. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Electronic or scanned signatures shall be treated as originals.

City of Lakewood, WA

Zayo Group, LLC

By: _____

By: _____

Printed Name: John J. Caulfield

Printed Name: _____

Title: City Manager

Title: _____

Dated: _____

Dated: _____

ATTEST:

By: _____

Alice M. Bush, MMC/AAE, City Clerk

APPROVED AS TO FORM:

By: _____

Heidi A. Wachter, City Attorney

EXHIBIT A
Facilities to be Exchanged by the parties (“Delivered Facilities”)

1. City Facilities (City receives from Zayo). City shall have an exclusive IRU in forty eight (48) fiber optic cable strands of Zayo’s aerial cable overlashed from 87th Ave SW, Lakewood, WA (“A-Loc”) traveling approx. fourteen thousand four hundred and fifty three feet (14,453’) to the intersection of Steilacoom Blvd SW and Durango Way SW, Lakewood, WA (“Z-Loc”); as depicted below.

In addition, approx. one hundred and fifty feet (150’) of slack storage will be placed at each of the following locations:

- Steilacoom Blvd SW @ Durango Way (East side of intersection)
- Steilacoom Blvd SW @Lakeview Ave SW (TPU Pole # 27651)
- Steilacoom Blvd SW @Hagness Dr SW (TPU Pole # 28139)
- Steilacoom Blvd SW @ Lakewood Dr SW (TPU Pole # 28145)
- Steilacoom Blvd SW @ Gravelly Lake Dr SW (TPU Pole # 28146)
- Steilacoom Blvd SW @ Bridgeport Way SW (TPU Pole # TP27357)
- Steilacoom Blvd SW @ Meadow Rd SW (300’ of slack for com hub) (TPU Pole # 38841)
- Steilacoom Blvd SW @ Custer Rd SW (TPU Pole # 32849)
- Steilacoom Blvd SW @ Edgewater Rd (TPU Pole #32862)
- Steilacoom Blvd SW @ Philips Rd SW (East side of intersection) (Pole has no tag)
- Steilacoom Blvd SW @ Fairway Dr SW (TPU Pole # 32872)
- Steilacoom Blvd SW @ Briggs Ln SW (TPU Pole # 36884)
- Steilacoom Blvd SW @ 83rd Ave SW/Hipkins Rd SW (TPU Pole # TP 32876)
- Steilacoom Blvd SW @ 87th Ave SW (TPU Pole # TP23783)

Notwithstanding Section 8, the parties agree that (i) Zayo shall have the sole right and responsibility to perform all relocation, maintenance and emergency repair of the fiber optic cables that include the City Facilities; and (ii) the costs of any such relocation, maintenance and emergency repair of the fiber optic cables that include City Facilities shall be allocated to each party on a fifty-fifty percentage (50%-50%) basis. City shall be responsible for performance and all costs of splicing the City Facilities.

2. Zayo Facilities (Zayo receives from City). Zayo shall have an IRU in one (1) two-inch (2”) conduit owned by the City starting at the northwest corner of Steilacoom Blvd and Farwest Dr. SW, Lakewood, WA (“A-Loc”) and ending approximately four thousand five hundred and fifty five feet (4,555’) east along Steilacoom Blvd, Lakewood, WA (“Z-Loc”); as depicted below. Zayo shall have the right to install intercept vaults and related facilities and equipment along the path of the Zayo Facilities.

Notwithstanding Section 8, the parties agree that City shall have the sole responsibility to perform relocation, maintenance and emergency repair of the Zayo Facilities, and Zayo shall have the sole right and responsibility to perform relocation, maintenance and emergency repair on the fiber optic cable Zayo installs within the Zayo Facilities; provided that for expedience Zayo may elect to perform any relocation, maintenance and emergency repair of the Zayo Facilities at the time it performs the same on Zayo’s fiber optic cable; in which case City shall be responsible for all conduit-related costs and Zayo shall be responsible for fiber optic cable-related costs (of Zayo’s fiber optic cable) for such relocation, maintenance and emergency repair of the Zayo Facilities.

**EXHIBIT B
EXCHANGE AGREEMENT
COMPLETION NOTICE**

Pursuant to Section 4 of the Exchange Agreement (“Agreement”) dated _____, 2014, between the City of Lakewood, WA (“City”) and Zayo Group, LLC (“Zayo”), City and Zayo hereby certify that all Work required under the Agreement is complete and is operating substantially in conformity with the required specifications and acceptance standards.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in the Agreement and intending to be legally bound hereby, Zayo and City have executed this Completion Notice effective as of the date of execution by the last party below.

This Completion Notice Agreed to and Accepted by:

City of Lakewood

By: _____

Name: _____

Title: _____

Date: _____

Zayo Group, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
MAINTENANCE AGREEMENT
MONITORING AND MAINTENANCE SPECIFICATIONS AND PROCEDURES

1. GENERAL

This Exhibit describes the policies and procedures that will be utilized to monitor and maintain the Delivered Facilities. Each party shall ensure that the respective facilities are maintained according to the Monitoring and Maintenance Specifications and Procedures specified herein, through application of commercially reasonable and accepted industry standards, and in accordance with manufacturers' specifications. The purpose and result of monitoring and maintenance shall be to assure (in the case of routine maintenance), or restore (in the case of non-routine maintenance) the functionality of the Zayo fiber and City Facilities. The parties reserve the right to mutually modify procedures as appropriate to ensure that performance specifications are achieved.

2. RESOURCES

Each party will perform cable and conduit maintenance and repair around the clock, on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). Each party shall be available during normal business hours (7:00 a.m. to 5:00 p.m.) and during off-hours (before 7:00 a.m., after 5:00 p.m., weekends and holidays) Pacific Standard Time.

Each party shall establish a Maintenance Center (or "Network Operations Center," or "NOC") and assign a dedicated maintenance manager to oversee and coordinate day-to-day maintenance activities. The Maintenance Center shall be equipped to receive alarms twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. The maintenance manager shall be responsible for ensuring that preventative, corrective, and emergency maintenance activities are carried out in a timely fashion and that maintenance activities are coordinated with the other party.

Each party shall provide qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of maintenance procedures. Specifically, each party shall retain and maintain all appropriate equipment necessary for routine and preventative maintenance as well as corrective maintenance and emergency restoration.

3. ROUTINE MAINTENANCE

Each party shall perform routine and preventative maintenance of the system, including the following:

- Each party shall patrol the route on a regularly scheduled basis. During these patrols, each party will ensure that "Call-Before-You-Dig" (CBYD) right-of-way marker signs are in place and undamaged. Damaged and/or missing signs will be replaced.
- Each party shall establish membership in the local CBYD program, and perform all cable and conduit locate activities required to protect the respective Conduits.

4. NON-ROUTINE MAINTENANCE

All maintenance other than Routine Maintenance as described in **Section 3** above shall be deemed to be Non-Routine Maintenance. Each party shall provide telephone number(s) to the other party for the purpose of reporting Service Affecting Conditions to that party. When reporting a Service Affecting Condition, each party shall provide the following information to the other party:

- Type/nature and location of problem
- Any other pertinent information that may help in identifying and resolving the problem in an expedient manner and to ensure the appropriate response is initiated.

When each party identifies or is notified of a problem via either system alarm or the other party, that party will initiate repair/response activities as appropriate and necessary for the type of problem being reported.

The repairing party shall have its first maintenance representative on site within two (2) hours after the time it becomes aware of a Service Affecting Condition (whether same occurs within normal business hours or after-hours, weekend or holiday), unless delayed by circumstances beyond its reasonable control. The repairing party will provide effective follow-up information to the other party on the maintenance action until the issue has been resolved. In the event that the repairing party dispatches personnel for a conduit breach, fiber outage or other problem caused by the other party's equipment or personnel, the repairing party will invoice and the other party agrees to pay the repairing party charges for time and travel associated with such dispatch. Payment will be made together with the current monthly invoice.

5. REPAIR AND RESTORATION

When undertaking repairs of major conduit and/or fiber optic cable failures, the repairing party shall work to restore the respective conduit as quickly as possible. Immediately upon arriving on the site of the damage, the repairing party will determine the course of action to be taken to restore the conduit and begin restoration efforts. The repairing party shall use reasonable efforts to effect repairs of major failures within eight (8) hours after the maintenance representative arrives at the site of the problem. Such repairs may be temporary.

Within one (1) business day after completing any temporary repair or restoration, the repairing party shall commence planning permanent repair. The repairing party shall notify the other party of its permanent repair plans and implement such repairs within an appropriate time thereafter.

6. COOPERATION

Both City and Zayo shall cooperate fully to resolve failures of and/or impairments to the City Facilities or Zayo Fiber, as applicable, in an expedient and efficient manner. Such cooperation shall include, but not be limited to, notification of the other party after becoming aware of the need for either scheduled or unscheduled maintenance activities that may affect the other party's ability to provide service over the respective Delivered Facilities and sharing of information relevant to the operation, maintenance and repair of the conduit system. The repairing party shall notify the other party ten (10) days prior to any scheduled Maintenance activity that may affect the other party's ability to provide service over the conduit system. Each party shall notify the other party as soon as reasonably possible of any request for scheduled maintenance it may have. In the event that a scheduled maintenance activity is canceled or delayed, the scheduling party shall inform the other party so that the maintenance activity may be rescheduled. Each party shall notify the other party as soon as reasonably possible after becoming aware of the need to perform unscheduled maintenance that may affect the other party's ability to provide service over the Delivered Facilities.

7. OTHER

Unless expressly provided elsewhere in this document, each party shall not be responsible for maintenance and/or repair of Users' electronic, optronic, and other equipment utilized in conjunction with operation of its individual system.