



LAKWOOD CITY COUNCIL AGENDA

Tuesday, January 20, 2015

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

Proclamation declaring February 1 – 7, 2015 as Toastmasters International Week. – *Ms. Karen Devereaux, Area Governor, Lakewood Toastmaster Club*

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 January 5, 2015.
- (11) B. Approval of the minutes of the City Council Study Session of January 12, 2015.

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.

(15) C. Items Filed in the Office of the City Clerk:

1. Lakewood's Promise Advisory Board meeting minutes of December 11, 2014.

(18) D. Resolution No. 2015-02

Setting Tuesday, February 17, 2015, at approximately 7:00 p.m., as the date for a public hearing by the City Council, on a proposed amendment to the Six Year (2015-2020) Transportation Improvement Program to include roadway safety improvements at 40th Avenue SW and 96th Street SW and Military Road and 112th Street.

R E G U L A R A G E N D A**RESOLUTION**(20) Resolution No. 2015-03

Accepting a property donation at 3710 100th St. SW, and authorizing the City Manager to execute said agreements to effectuate the acceptance. – *Assistant City Manager for Development Services*

UNFINISHED BUSINESS**NEW BUSINESS**(49) Motion No. 2015- 03

Authorizing the execution of Amendment 1 to the agreement with the Washington State Department of Enterprise Services relative to the LED streetlights retrofit project. – *Public Works Director*

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.

(86) Motion No. 2015- 04

Authorizing the execution of an amendment to the agreement with Stewart MacNichols Harmell, Inc., P.S., for indigent defense services through January 31, 2016. – *Assistant to the City Manager/Executive Assistant*

(88) Motion No. 2015- 05

Authorizing the execution of an agreement with the Humane Society for Tacoma and Pierce County, in the amount of \$108,260, for animal sheltering services from January 1, 2015 through December 31, 2015. – *Police Chief*

(96) Motion No. 2015- 06

Authorizing the execution of an interlocal agreement with Pierce County and the City of University Place for the planning, design and construction of the Chambers Creek Canyon Trail. – *Parks, Recreation and Community Services Director*

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

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.

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

WEEKLY MEETING SCHEDULE
January 19, 2015 – January 23, 2015

Date	Time	Meeting	Location
Jan.19	No Meeting Scheduled	<i>City Hall Closed in observance of Martin Luther King, Jr. Day</i>	
Jan.20	6:00 P.M.	Youth Council	Lakewood City Hall 3 rd Floor, Conference Room 3A
	7:00 P.M.	City Council	Lakewood City Hall Council Chambers
Jan.21	6:30 P.M.	Planning Commission	Lakewood City Hall Council Chambers
Jan.22	6:00 P.M.	Landmarks and Heritage Advisory Board	Lakewood City Hall 3 rd Floor, Conference Room 3A
Jan.23	No Meeting Scheduled		

TENTATIVE WEEKLY MEETING SCHEDULE
January 26, 2015 – January 30, 2015

Date	Time	Meeting	Location
Jan.26	7:00 P.M.	City Council Study Session	Lakewood City Hall Council Chambers
Jan.27	5:30 P.M.	Parks and Recreation Advisory Board	Lakewood City Hall 1 st Floor, Conference Room 1D
Jan.28	No Meetings Scheduled		
Jan.29	No Meetings Scheduled		
Jan.30	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

January 5, 2015
City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

CALL TO ORDER

Mayor Anderson called the meeting to order at 7:02 p.m.

ROLL CALL

Councilmembers Present: 7 – Mayor Don Anderson; Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Marie Barth and Paul Bocchi.

FLAG SALUTE

The Pledge of Allegiance was led by Mayor Anderson.

REPORTS BY THE CITY MANAGER

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

PROCLAMATIONS AND PRESENTATIONS

Youth Council Report.

The Youth Council reported on the Youth Council activities including the Christmas Tree Lighting Ceremony, World Vision Youth Empowerment Program, Caring for Kids Holiday Fair, Martin Luther King Jr. Celebration, and the Lions Club crab feed. A report was then provided on activities at each of the high schools.

Proclamation declaring January 19, 2015 as Martin Luther King, Jr. Day and February 2015 as Black History Month.

MAYOR ANDERSON PRESENTED A PROCLAMATION DECLARING JANUARY 19, 2015 AS MARTIN LUTHER KING, JR. DAY AND FEBRUARY 2015 AS BLACK HISTORY MONTH TO MS. JOETHEL SMITH, FOUNDER AND MEMBER OF MARTIN LUTHER KING JR. COMMITTEE.

Proclamation declaring the month of January 2015 as National Mentoring Month.

COUNCILMEMBER SIMPSON PRESENTED A PROCLAMATION DECLARING THE MONTH OF JANUARY 2015 AS NATIONAL MENTORING MONTH TO MS. ELLIE WILSON, LAKEWOOD'S PROMISE, CARING ADULT TASK FORCE.

Proclamation recognizing Tracy Fortune as the 2014 Washington State Art Educator of the Year award.

COUNCILMEMBER BARTH PRESENTED A PROCLAMATION RECOGNIZING TRACY FORTUNE AS THE 2014 WASHINGTON STATE ART EDUCATOR OF THE YEAR AWARD TO MS. TRACY FORTUNE.

Proclamation declaring the month of January 2015 as School Board Recognition Month.

COUNCILMEMBER BOCCHI PRESENTED A PROCLAMATION DECLARING THE MONTH OF JANUARY 2015 AS SCHOOL BOARD RECOGNITION MONTH TO MS. CAROLE JACOBS, CLOVER PARK SCHOOL DISTRICT BOARD MEMBER.

Clover Park School District Board Report.

Clover Park School District (CPSD) Board Director Jacobs thanked the many civic organizations who made the holidays better for Lakewood students. She announced that Tillicum Elementary School was recognized as a national Title I distinguished school. She reported that 14 percent of Clover Park School District teachers are national school board certified. She noted that the Harrison Preparatory School opened today and that March 26, 2015 is the official grand opening ceremony for Harrison Preparatory. The Four Heroes School is opening in September 2015. Evergreen Elementary was awarded federal funding which will help to rebuild that school. She noted that the CPSD Board has been working on school plans for the 2015-2016 school year. She then commented on the Caring for Kids auction.

PUBLIC COMMENTS

Speaking before the Council were:

Becky Huber, Lakewood Historical Society, spoke about the January 20, 2015 Historical Society meeting at 7:00 p.m. She reported on the art work installation in February, 2015 and commented on the Martin Luther King march and celebration.

Dennis Haugen, Lakewood resident, showed a video about Governor Nikki Halley's speech on creating 57,000 jobs.

Diane Formoso, Caring for Kids, commented on the February 7, 2015 Caring for Kids Dinner auction.

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

- A. Approval of the minutes of the City Council meeting of December 15, 2014.
- B. Approval of payroll checks, in the amount of \$2,386,919.83, for the period November 16, 2014 through December 15, 2014.
- C. Approval of claim vouchers, in the amount of \$2,652,652.11, for the period November 13, 2014 through December 23, 2014.
- D. Items Filed in the Office of the City Clerk:
 - 1. Lakewood's Promise Advisory Board meeting minutes of October 9, 2014.
 - 2. Public Safety Advisory Committee meeting minutes of November 5, 2014.

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

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

RESOLUTION

Resolution No. 2015-01 endorsing Pierce Transit to join the Association of Washington Cities Employee Benefit Trust.

DEPUTY MAYOR WHALEN MOVED TO ADOPT RESOLUTION NO. 2015-01. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Motion No. 2015-01 authorizing the execution of an agreement with DKS Associates, in an amount not to exceed \$53,337 for professional engineering services relative to South Tacoma Way from Steilacoom Boulevard SW to 88th Street SW.

COUNCILMEMBER MOSS MOVED TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH DKS ASSOCIATES, IN AN AMOUNT NOT TO EXCEED

\$53,337 FOR PROFESSIONAL ENGINEERING SERVICES RELATIVE TO SOUTH TACOMA WAY FROM STEILACOOM BOULEVARD SW TO 88TH STREET SW. SECONDED BY COUNCILMEMBER BRANDSTETTER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Motion No. 2015-02 authorizing the execution of an agreement with KPG, Inc., in an amount not to exceed \$94,488 for professional engineering services relative to South Tacoma Way from Steilacoom Boulevard SW to 88th Street SW.

COUNCILMEMBER SIMPSON MOVED TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH KPG, INC., IN AN AMOUNT NOT TO EXCEED \$94,488 FOR PROFESSIONAL ENGINEERING SERVICES RELATIVE TO SOUTH TACOMA WAY FROM STEILACOOM BOULEVARD SW TO 88TH STREET SW. SECONDED BY COUNCILMEMBER BRANDSTETTER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

BRIEFING BY THE CITY MANAGER

1. Review of 2015 Council liaisons to citizens advisory boards, committees, commissions and external committees.

City Manager Caulfield called on Assistant to the City Manager/Executive Assistant Adam Lincoln and City Clerk Alice Bush who presented a report on the 2015 Council liaisons to citizens advisory boards, committees and commissions and external Council committees.

It was the consensus of the Council that Councilmember Barth would serve as the Council liaison to the Community Services Advisory Board, that Councilmember Bocchi would serve as the Council liaison to the Planning Commission and Councilmember Brandstetter would serve as the Council liaison to the Youth Council. It was also the consensus of the Council be scheduled on a rotation basis to serve as the Council liaison at Human Services Collaboration meetings.

2. Review of agreements with the Washington State Department of Enterprise Services for LED streetlights conversion.

City Manager Caulfield called on Public Works Director Wickstrom who reviewed the proposed agreements with the Washington State Department of Enterprise Services for LED streetlights conversion.

Discussion ensued if a sinking fund had been budgeted for replacing bulbs; and can any of the annual savings be set aside for replacements.

3. 2015 Council Retreat

Mr. Caulfield asked for Council's availability to hold a Council retreat on Saturday, February 21, 2015 at 8:30 a.m. He explained that the purpose of the retreat is to discuss the next steps as it relates to transportation needs and options to undertake relative to the issuance of bonds. Council concurred with the February 21, 2015 meeting date.

Mr. Caulfield noted that the State Legislature will kick off its session on January 12, 2015. He then provided an update on City matters for the session such as the I-5/JBLM corridor. He indicated that the Washington State Department of Transportation is planning to provide cost estimates next week and that the Thorne Lane to the connector road may be one of the higher priorities to fund. He noted that permanent funding for the Western State Hospital community policing program is in the works. He reported that Senator Steve Conway and Representative Steve Kirby will be sponsoring the Springbrook Park acquisition project.

He then provided an update on the Ruby Drive apartment project and reported that a citizens' appeal was filed. Also, the Hearing Examiner is expected to render a decision on Walker Ridge subdivision.

He explained that additional lead based paint testing was done on the barn debris at Ft. Steilacoom Park and was found to be extremely contaminated. The cost estimate is in the \$90,000 range to remove the hazardous debris.

He noted that the Lakewood Rotary Club has revisited an idea for Ft. Steilacoom Park and presented a proposal to the Parks and Recreation Advisory Board on an idea for an acre for the arts project.

On January 7, 2015, the owners of Oakbrook Golf course will be holding a neighborhood meeting about their proposed tree removals.

On January 8, 2015, Lt. Dave Guttu will be holding a retirement celebration at 2:30 p.m. at the Police Station. Then at 4:30 p.m, the YMCA will be holding a special announcement at the YMCA.

He announced that on January 17, 2015, the Martin Luther King, Jr. celebration will be held at the McGavick Center.

On January 21, 2015, JBLM will be holding a community listening session at the McGavick Center.

He then reported that AWC will be holding a legislative conference in January.

CITY COUNCIL COMMENTS

Councilmember Moss wished everyone a Happy New Year. She then reported on the Police ride-a-long she participated in.

Councilmember Barth wished everyone a Happy New Year.

Councilmember Simpson noted that he was glad to be back.

Deputy Mayor Whalen asked for a status update on the Bridgeport Gateway project.

Mayor Anderson wished everyone a Happy New Year.

* * * * *

ADJOURNMENT

There being no further business, the meeting adjourned at 9:05 p.m.

DON ANDERSON, MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



LAKWOOD CITY COUNCIL STUDY SESSION MINUTES

January 12, 2015
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 7:01 p.m.

ROLL CALL

Councilmembers Present: 5 –Deputy Mayor Jason Whalen; Councilmembers Mary Moss, John Simpson, Marie Barth and Paul Bocchi.

Councilmembers Excused: 2- Mayor Don Anderson and Councilmember Mike Brandstetter.

ITEMS FOR DISCUSSION:

Review of a proposed property donation at 3710 100th Street SW.

Assistant City Manager for Development Services Bugher reviewed the proposed donation of property at 3710 100th Street SW, a triangular shaped parcel consisting of 30,000 square feet zoned for commercial use. He noted that the title report was satisfactory.

Discussion ensued as to what future purpose is the City looking to benefit by acquiring the property (it is a gateway to the city, and it is adjacent to an existing adult entertainment facility in which the City may have leverage on future uses); what is the owner's intent for donating the property; and what is the term of the billboard lease.

Economic development update.

Economic Development Manager Newton presented an update on the City's economic development activities.

Discussion ensued on how "new net jobs" are calculated; is there an opportunity to conduct an exit interview when businesses close to see if there is something that the City can do; are there concerns about restaurant traffic in the Towne Center; what is the typical "lead source" for recruiting businesses; what is the ideal case to draw businesses to Lakewood; would infrastructure possibilities such as Lakewood administering sewers draw businesses to Lakewood; will the uncertainty of JBLM

affect business developers; are there concerns about the building permitting process; is the City planning to conduct another housing forum in 2015 (Spring); what are the real impediments learned from those business opportunities that “got away” (educational attainment, perception of crime); is the City looking to streamline the building permitting process; is the Tacoma-Pierce County Economic Development Board serving the City effectively; what is the status of the EB5 program; what is considered to be the boundaries of the “Colonial Center”; include the Master Builders Association and Realtors Association as partners to the City; and what is the multi-family tax incentive status for Fir Acres mobile home park.

Review of a proposed interlocal agreement with Pierce County and the City of University Place relative to Chambers Creek Trail.

Parks and Recreation Director Dodsworth reviewed a proposed interlocal agreement with Pierce County and the City of University Place regarding the development of the Chambers Creek Trail.

Discussion ensued on utilizing volunteers for this project; and where will the bridge be constructed in relation to Chambers Gardens.

BRIEFING BY THE CITY MANAGER

City Manager Caulfield reported that on January 13, 2015, the Washington State Department of Transportation (WSDOT) will be rolling out their preferred alternative on the I-5 corridor improvements which should make it into the legislative transportation package. He also reported that the Springbrook Park capital funding project is being sponsored by Senator Conway and Representative Kirby. He also noted that Senators Conway and O'Ban are working on community policing funding at Western State Hospital. He then provided an update on mitigation funding for Pt. Defiance Bypass.

He announced that the Bridgeport Way I-5 gateway project will be going out to bid in January and a bid award scheduled for Council's consideration in mid to late February. The Parks and Recreation Department is also working with WSDOT on beautification of rights-of-way adjacent to City entryways.

He announced that the City of DuPont will be swearing in Grant Blinn as Municipal Court Judge on Tuesday, January 13, 2015.

He then congratulated the Public Works Department for being awarded a \$1.6 million grant for traffic light and intersection improvements at Military Road and 112th Street and street improvements west of Pierce Transit on 96th Street.

He then reported on several street construction improvement projects underway for the next few months.

He announced that Coffee with the Deputy Mayor will be held on January 13, 2015.

On January 13, 2014 at 9:00 a.m., the I-5 JBLM Vicinity Congestion Relief Study, will be held at the Eagle's Pride Golf Course.

On January 15, 2015, at 7:30 a.m. to 9:00 a.m., the Tacoma-Pierce County Chamber of Commerce Horizons Economic Forecast Breakfast will be held at Greater Tacoma Convention & Trade Center.

On January 17, 2015, at 10:00 a.m., Dr. Martin Luther King, Jr. Celebration will be held at the McGavick Center. The freedom march will begin at 9:00 a.m.

On January 21, 2015, 10:00 a.m. to noon, the JBLM Army SPEA 2020 Community Listening Session will be held at the McGavick Center.

On February 5, 2015 from 11:30 a.m. to 1:00 p.m., the Lakewood Chamber of Commerce Annual Chili Cook-Off will be held at the McGavick Center. He suggested that the Council may want to join the City's Wellness Committee's chili cook-off and that the winning chili could be entered into the Chamber's Chili cook-off. It was the consensus of the Council to join in with the City Wellness Committee.

ITEMS TENTATIVELY SCHEDULED FOR THE JANUARY 20, 2015 REGULAR CITY COUNCIL MEETING:

1. Approving a property donation at 3710 100th St. SW, and authorizing the City Manager to execute said agreements.
2. Authorizing the execution of an interlocal agreement with Pierce County and the City of University Place relative to Chambers Creek Trail.
4. Proclamation declaring February 1 – 7, 2015 as Toastmasters International Week.
5. Authorizing the execution of agreements with the Washington State Department of Enterprise Services relative to the LED streetlights retrofit project.
6. Authorizing the execution of an amendment to the agreement with Stewart MacNichols Harmell, Inc., P.S., relative to indigent defense services.
7. Authorizing the execution of an agreement with the Humane Society for Tacoma and Pierce County, in the amount of \$108,260, for animal sheltering services from January 1, 2015 through December 31, 2015.

CITY COUNCIL COMMENTS

Councilmember Bocchi reported on the Lake City Neighborhood Association meeting he attended and their discussion about the US Open and when Veterans Drive will be fixed.

Councilmember Moss commented on the Boys Girls Club meeting and Police Lt. Guttu's retirement she attended. She also spoke about the Lakewood's Promise meeting she attended. She reported on the Sound Transit Board meeting discussion.

Councilmember Barth commented on the Oakbrook Golf Course meeting she attended regarding the removal of trees on the golf course. She also commented on the Lakewood Chamber of Commerce meeting where Police Chief Farrar was a guest speaker.

Councilmember Simpson commented on the Lakewood United meeting he attended.

Deputy Mayor Whalen reported on the Clover Park School Board meeting he attended tonight.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:16 p.m.

JASON WHALEN, DEPUTY MAYOR

ATTEST:

ALICE M. BUSH, MMC
CITY CLERK



**LAKEWOOD'S PROMISE
ADVISORY BOARD**

Thursday December 11, 2014

**Conference Room 3A – Lakewood
City Hall, Lakewood, WA 98499**

7:30 am – 8:30 am Meeting

CALL TO ORDER

Clayton DeNault called the meeting to order at 7:35 a.m.

ATTENDANCE

Lakewood's Promise Advisory Board: Mary Dodsworth, Ellie Wilson, Bianca Vieyra
Elvin Bucu, Debbie LeBeau, Dr. Michele Johnson, Clayton DeNault,

Council Liaison: Mary Moss

Staff Present: Kurt Sample

Guests Present: City Attorney Heidi Wachter (City Attorney), Deborah Gist (standing in for
Kathy Bressler), Angel Ortiz (Community Health Care)

LPAB members excused: Kathy Bressler, Dr. Claudia Thomas, Dr, Lonnie Howard, Judi Weldy

APPROVAL OF MINUTES: The minutes of October 9 were approved.

PUBLIC COMMENT: None

PRESENTATION AND DISCUSSION:

Ms Wachter provided Board training on the Open Public Meetings Act (OPMA) which applies to
advisory boards. Two laws were addressed:

- Open Public Meetings Act
- Public Records Act

The City has switched the burden of compliance to the legal department. The law pertains
mostly to the State of Washington. Especially noted and discussed:

- Retention of Records
- Meeting Dates/Times made Public
- Emails

The City legal staff will make themselves available to help with compliance

OLD BUSINESS.

The Board discussed October's joint meeting with City Council and the particular programmatic emphasis that was perceived through the meeting.

- More frequent Teen Late Nights
- Tracking/analyzing website use
- A desire for Council involvement
- Pride in CPSD/College partnerships

NEW BUSINESS

Mr Sample shared his 2015 work plan.

- **Floating Teen Late Night**
 - Develop monthly events
 - Increase pool of staff - drawing upon youth directors from around the City
 - Diversify the venues
 - Work with Youth Council/ YMCA participants to market events
 - Develop business partnerships
- **Maker Festival**
 - New date in spring (May 2nd)
 - Corresponds with International/Arts Festival
 - Increase participation of Lakewood youth makers (robotics teams, scouts, etc)
 - Increase participation of Lakewood youth attendees.
- **Service Learning / Mentoring**
 - Increase presence on Pierce College campus to inform students of opportunities
 - Train and recruit college-readiness coaches (in conjunction with AmeriCorps) at the Clubhouse locations
 - Increase City Council recording participation to include more youth groups and their staff.
- **Healthy Start**
 - Identify schools interested in healthy eating/food waste reduction initiative.
 - Pilot school cafeteria program when ready - looking at both lunch and after school programs.
- **Communication**
 - Work with Youth Council with their marketing/communication plan
 - Encourage and train youth directors and youth in organizations to communicate and share events and accomplishments using social media
 - Grow partnerships with the City communication director and online publications to keep youth in the forefront.
 - Continue mapping out the City to look for new programs and opportunities for young people.

Safe Places Task Force: Mr Sample reported that the pilot floating teen late night program (FTLN) went very well at the Science Dome. The Youth Council's December report to City Council was very favorable. The FTLN will be in January at the Library.

Healthy Start Task Force: Mr Sample reported that the Healthy Start Group is creating a pilot program for a Clover Park School that will address the balance between healthy eating and food waste.

Promise Board Meeting Times: Ms Dodsworth lead a short discussion on alternate meeting times. The LPAB decided to keep it the 2nd Thursday at 7:30 AM.

Youth Council Recruitment: It was suggested to Ms Vieyra that the Youth Council consider working on specific representation from each high school through the ASB.

Mr Ortiz reported that enrollment for healthcare is now open and Community Healthcare is ready to help any clients interested in gaining coverage.

ADJOURNMENT: Mr DeNault adjourned the meeting at 8:30 a.m.


Clayton DeNault, Chairman


Kurt Sample, Program Coordinator

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 20, 2015	TITLE: Establishing February 17, 2015 as the date for a Public Hearing on the Six (6) - Year Comprehensive Transportation Improvement Program (TIP) 2015-2020 Amendment 1.	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION NO. 2015-02 <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
PUBLIC HEARING February 17, 2015	ATTACHMENTS: Resolution 2015 - 02	
REVIEW: February 9, 2015		

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

RECOMMENDATION: It is recommended that the City Council establish February 17, 2015 as the date for a Public Hearing on the Six (6) - Year Comprehensive Transportation Improvement Program (TIP) 2015-2020 Amendment 1.

DISCUSSION: Chapter 35.77.010 RCW requires that each city shall annually update its Six(6) -Year TIP, and file a copy of the adopted TIP with the Secretary of the Washington State Department of Transportation within 30 days after its adoption. The current 6-Year TIP (2015-2020) was adopted on July 21, 2014. The TIP may be amended at any time by a majority of the City Council, but only after a public hearing. The proposed TIP amendments are needed in order for the City to accept and utilize newly awarded “Federal Highway Safety Improvement Program (HSIP)” funds. A formal presentation of the proposed TIP modifications is scheduled for February 9, 2015.

ALTERNATIVE(S): The City could chose to not accept the recent “Federal Highway Safety Improvement Program (HSIP)” grant awards and therefore no 6-Year TIP amendment nor associated public hearing would be required.

FISCAL IMPACT: The proposed 6-Year TIP (2015-2020) Amendment 1 will allow the City to accept and utilize two recent “Federal Highway Safety Improvement Program (HSIP)” grant awards totaling over \$1.6 Million. The projects are: 1) Roadway Safety Improvements at 40th Ave SW and 96th St SW; and 2) Military Rd and 112th St. Safety Improvement.

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

RESOLUTION NO. 2015-02

A RESOLUTION of the City of Lakewood City Council, setting a public hearing on February 17, 2015 for consideration of amending the 2015-2020 Six-Year Comprehensive Transportation Improvement Program

WHEREAS, pursuant to Section 35.77.010 of the Revised Code of Washington, cities are required to adopt a six-year comprehensive transportation improvement program and to review that program annually; and,

WHEREAS, on July 21, 2014, the City of Lakewood adopted its Six-Year Comprehensive Transportation Improvement Program (TIP) for the years 2015 through 2020; and

WHEREAS, on December 31, 2014, the City of Lakewood was awarded two (2) Federal Highway Safety Improvement Program grants including: 1) Roadway Safety Improvements at 40th Ave SW and 96th Street SW; and 2) Military Road and 112th Street Safety Improvement; and,

WHEREAS, grant projects shall be explicitly included in the local agency's 6-Year Transportation Improvement Program prior to grant funds being released; and,

WHEREAS, amendments to the TIP are appropriate, but should be considered after the City Council conducts a public hearing and receives public comment.

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

Section 1. That a public hearing is hereby set for February 17, 2015, for the City Council to hear and receive comment on amendments to its Six-Year Comprehensive Transportation Improvement Program for the years 2015 through 2020. This public hearing will be held at 7:00 p.m. at the City of Lakewood Council Chambers, 6000 Main Street S.W., Lakewood, Washington 98499. The City Clerk is authorized to provide notice of this public hearing as required by law.

Section 2. That this Resolution shall be in full force and effect upon passage and signatures hereon.

PASSED by the City Council this 20th day of January, 2015.

CITY OF LAKEWOOD

Attest:

Don Anderson, Mayor

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 20, 2014	TITLE: Consideration of a Resolution Accepting a Real Property Donation, 3710 100 th Street SW, from 3921 LLC	TYPE OF ACTION: — ORDINANCE ✓ RESOLUTION 2015-03 — MOTION — OTHER
REVIEW: January 12, 2015 July 7, 2014	ATTACHMENTS: 1. Resolution 2. Correspondence from Nancy Allo 3. Title Report 4. Record of Survey 5. Two Billboard Leases 6. (Because of its size, the Phase I Environmental Report is on file with the Community & Economic Development Department)	

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

RECOMMENDATION: It is recommended that the Mayor and City Council authorize the City Manager to accept the real property donation at 3710 100th Street SW, pending review and approval of title and transfer documents.

DISCUSSION:

Request: On May 19, 2014, the city of Lakewood received a letter from Nancy Allo, an attorney, representing 3921 LLC, wanting to donate vacant commercial property to the City. The registered agent of 3921 LLC, is Jae Y. Han, whose address is 3880 Steilacoom Boulevard SW.

Background Information:

1. Location: 3710 100th Street SW, Assessor’s Parcel Number (APN) 0219011105.
2. Lot size: 29,620 square feet or .68 acres.
3. City’s Future Land Use Map Designation: Corridor Commercial.
4. Zoning classification is C2.
5. Surrounding uses: North – wetlands; South – single family residential; East – existing retail, office, service commercial, and visitor serving; and West – existing retail commercial.

ALTERNATIVE(S): Reject the property donation request.

FISCAL IMPACT: To-date, the City has expended about \$5,500 for a preliminary title report, environmental assessment, and land survey. City has agreed split closing costs. Current property owner will pay for outstanding property taxes which as of January 12, 2015, totaled \$3,078.53.

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

DISCUSSION, CONTINUED:

Background Information:

6. Infrastructure: Subject property has seven street trees, but no curb, gutter, and sidewalk.
7. Parcelization: Property is already subdivided. There is no need to execute a binding site plan as part of the donation.
8. Site constraints: The subject property is irregularly shaped. In the event WSDOT were to realign State Highway 512 and I-5, WSDOT may have to acquire the site. Traffic flow is heavy. If the site were redeveloped, making left-hand turns would likely be prohibited. Site contains a gentle slope from east to west. On the east is located an adult bookstore. The property's location is such that it is often littered.
9. Billboards: There are two billboards. One billboard is located in the middle of the property and the other is located on the far eastern corner. Copies of the leases are on file. The leases are with Empire Outdoor Advertising of the Northwest, Inc. Leases were executed in 1985. Each lease pays \$200 annually to the property owner. The leases may be terminated in the event the property is developed or improved with a permanent building, or is sold. Both agreements allow the property owner to terminate the leases by providing a 30-day notice.

Previous City Council Review: The City Council reviewed the proposal at a regular meeting conducted on July 7, 2014. An excerpt of the meeting minutes follows:

BRIEFING BY THE CITY MANAGER

Review of property donation at 3710 100th Street SW.

City Manager Caulfield called on Assistant City Manager Bugher who provided an overview of a proposed donation of property at 3710 100th Street SW, of approximately 30,000 square feet near the intersection of South Tacoma Way and 100th Street.

Discussion ensued on how much it would cost to prepare an environmental review; what could the property be used for (open space, gateway into the city, possibly combine property with adjacent properties) and reviewing any potential encroachments. It was the consensus of the Council for staff to proceed with further study of the proposal and its implications.

Preliminary Title Report: A title report was prepared on July 28, 2014. There are property taxes owed. As of the date of the title report, the amount was \$2,551.62.

Property ownership is currently 3921 LLC.

The estate or interest in the land is fee simple.

There is an exception on the deed that allows Pierce County to make necessary slopes for cuts of fill upon the property. At one time the property belonged to the City of Tacoma. In 1964, Tacoma quit claimed the property to Pierce County. It is believed the exception came about in the event Pierce County needed to make right-of-way improvements to 100th Street SW which is adjacent to the site.

Phase I Environmental Site Assessment/Land Survey: The City retained the services VE Environmental Consultants, LLC, to prepare a Phase I Environmental Assessment. The Assessment was filed with the community and economic development department on August 20, 2014. The report concluded that there were no environmental issues identified on the property.

Property Survey: The City also retained the services of land surveyor to prepare a record of survey for the property. The survey was recorded with the Pierce County Auditor on December 3, 2014.

RESOLUTION NO. 2015-03

A RESOLUTION of the City of Lakewood City Council
accepting a donation of property.

WHEREAS, the City of Lakewood has been notified that a property owner desires to donate the real property located at 3710 100th Street SW to the City of Lakewood and the City is amendable to accepting said property.

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

Section 1. The City Manager or designee is authorized to execute any and all appropriate documents to effectuate the acceptance on the City of Lakewood's behalf of that property located at 3710 100th Street SW, Lakewood, WA.

Section 2. That this Resolution shall be in full force and effect upon passage and signatures hereon.

PASSED by the City Council this 20th day of January, 2015.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Nancy M. Allo

16417 – 133rd Avenue East
Puyallup, Washington 98374
253 / 770 - 2154

Attorney at Law

nancyvallo@comcast.net

May 19, 2014

City of Lakewood
M. David Bugher, Assistant City Manager/Community Development Director
Lakewood City Hall
6000 Main St. SW
Lakewood, WA 98499

Re: Parcel 0219011105, 3710 100th St. SW, Lakewood, WA 98499

Dear Mr. Bugher:

I represent 3921 LLC, owner of the vacant commercial land referenced above. Enclosed is a copy of the Pierce County taxes /values property profile for the parcel.

My client wants to know if the City of Lakewood would be interested in accepting a donation of this property to the City.

If this donation is something the City of Lakewood would like to pursue, please contact me for further discussion.

Very truly yours,


Nancy McKenney Allo

enc:

cc: 3921 LLC



600 SW 39th Street, Suite 100
Renton, WA 98057

Phone: (425)255-7575 / Fax: (877)521-9938

Order No.: 70007766
Property: 3710 100th St. SW
Lakewood, WA 98499

BUYER/BORROWER(S)
City of Lakewood

**Thank You for specifying Ticor Title Company
Your transaction is important to us.**

ALTA COMMITMENT FOR TITLE INSURANCE

Commitment Number:

Issued By:



70007766

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

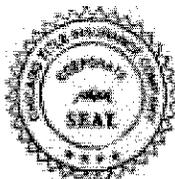
President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment (Adopted: 06.17.2006)

Printed: 07.28.14 @ 04:57PM
WA-TT-FWNT-02840.660004-SPS-1-14-70007766



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Unit 1 Ticor Title Company 600 SW 39th Street, Suite 100 Renton, WA 98057 Phone: (425)255-7472 Fax: (877)521-9938 Main Phone: (425)255-7575 Email: Unit1.Renton@TicorTitle.com	

SCHEDULE A

ORDER NO. 70007766

1. Effective Date: July 9, 2014 at 08:00AM
2. Policy or (Policies) to be issued:
 - a. ALTA Owner's Policy 2006

Proposed Insured:	City of Lakewood		
Policy Amount:	\$30,000.00		
Premium:		\$	500.00
Tax:		\$	47.50
Rate:	Standard		
Total:		\$	547.50
3. The estate or interest in the land described or referred to in this Commitment is:
 Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:
 3921 LLC, a Washington limited liability company
5. The land referred to in this Commitment is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"
Legal Description

A part of Government Lot 1 of Section 1, Township 19 North, Range 2 East of the W.M., described as follows:

Beginning at the southwest corner of the east half of the west half of said Lot 1;
thence north along the west line of said east half of the west half of Lot 1, a distance of 133.76 feet to the southerly right of way line of 100th Street S.W.;
thence southeasterly along said right of way line 432.83 feet to the south line of said Government Lot 1;
thence westerly along said south line 410.39 feet to the point of beginning, in Pierce County, Washington.

Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA Commitment (Adopted: 06.17.2006)

Printed: 07.28.14 @ 04:56PM
WA-TT-FWNT-02840.660004-SPS-1-14-70007766

SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B
(continued)

SPECIAL EXCEPTIONS

- 1. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Lakewood.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

An additional \$5.00 Electronic Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

- 2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2013
Tax Account No.: 021901-1105
Levy Code: 760
Assessed Value-Land: \$82,300.00
Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed: \$1,280.66
Paid: \$640.33
Unpaid: \$640.33

- 3. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2014
Tax Account No.: 021901-1105
Levy Code: 760
Assessed Value-Land: \$117,800.00
Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed: \$1,911.29
Paid: \$0.00
Unpaid: \$1,911.29

- 4. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B
(continued)

5. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: 3921 LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

6. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed

In favor of: Pierce County
Recording No.: 2076186

END OF EXCEPTIONS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

APN/Parcel ID(s): 021901-1105
Tax Account No.: 021901-1105

Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B
(continued)

Note B: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

3710 100th St. SW
Lakewood, WA 98499

Note C: NOTE: DOCUMENT RECORDING FEES AS OF May 1, 2014
Recording charge for a RESPA transaction (all transfer and loan documents):
RESPA Residential Sale and Purchase \$185.00
RESPA Residential Loan/Refinance \$114.00
RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

NOTE: Recording charge (per document) for a Non-RESPA transaction:
King & Snohomish Counties - \$73.00*
Pierce County - \$74.00*

*First Page of any document containing a legal description, parcel number, or impacting real property; \$1 for each additional page.

Tri-County \$14.00 - First Page: Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee.

NOTE: Part of the RESPA Rule to Simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows:

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Ticor Title Company retains 88% of the total premium and endorsements.

Line 1108 used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Chicago Title Insurance Company retains 12% of the total premium and endorsements.

Note D: The language contained in the printed Exceptions from coverage and Conditions and Stipulations of the Policy committed for may be examined by inquiry at the office which issued the Commitment, and a specimen copy of the insurance Policy Form(s) referred to in this Commitment will be furnished promptly upon request.

Note E: Investigation should be made to determine if there are any service, installation, maintenance, or connection charges for sewer, water, electricity or Metro Sewer Treatment Capacity Charge.

Note F: In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and the filed schedule of this Company.

Note G: Notwithstanding anything to the contrary in this Commitment, if the policy to be is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(continued)

- Note H: Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- Note I: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- Note J: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note K: As part of Ticor Title Company's commitment to the environment, we encourage the paperless distribution of our products whenever possible. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically.
- Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing WAPolicy@ticortitle.com. Hard copy versions may be issued upon request.
- Note L: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF NOTES**END OF SCHEDULE B**

Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment (Adopted: 06.17.2006)

AMERICAN
LAND TITLE
ASSOCIATION



Printed: 07.28.14 @ 04:56PM
WA-TT-FWNT-02840.660004-SPS-1-14-70007766

RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: January 24, 2014**

Order No.: 70007766-

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

PRIVACY NOTICE (continued)

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

PRIVACY NOTICE
(continued)

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

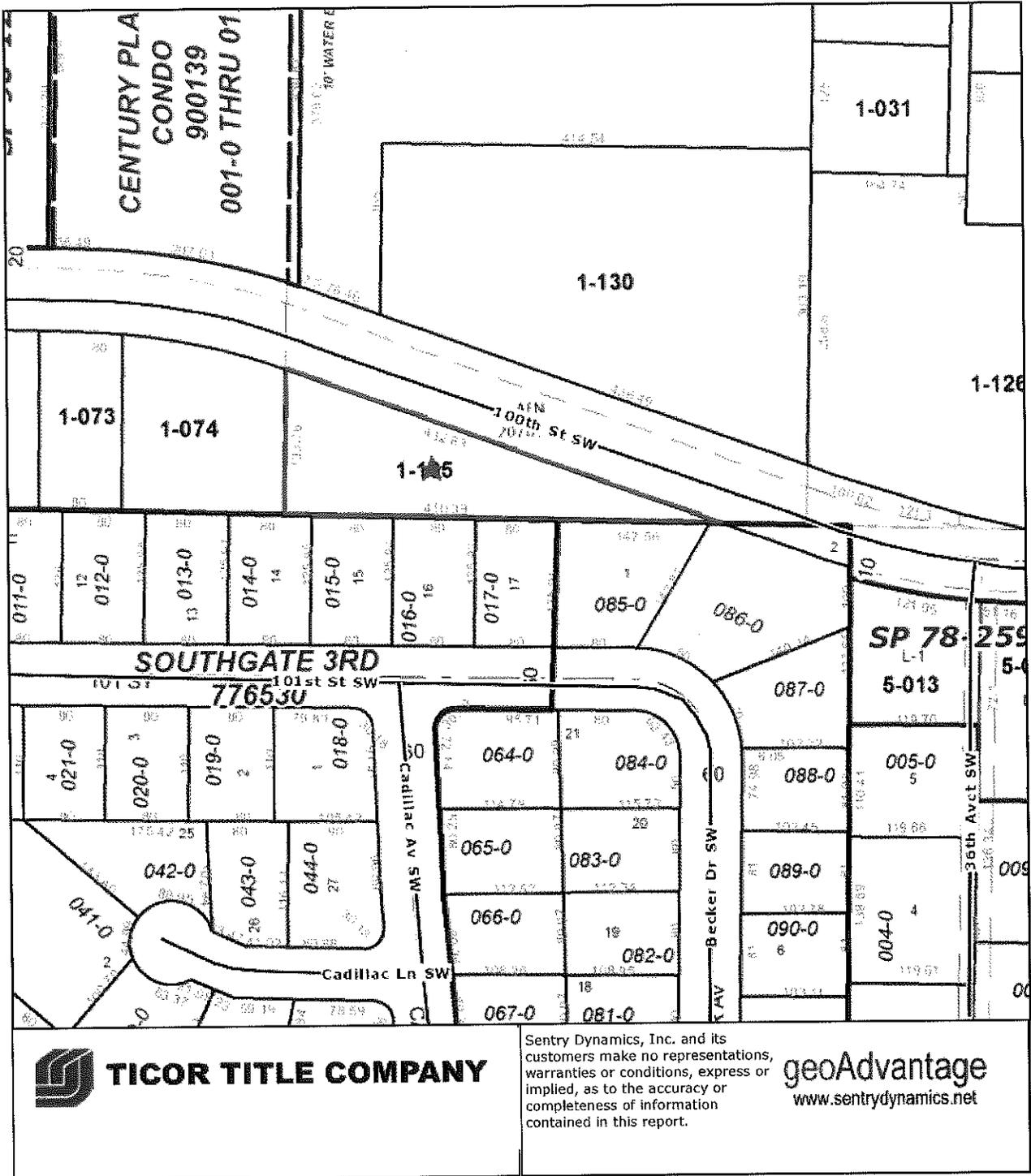
Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

Copyright © 2014, Fidelity National Financial, Inc. All Rights Reserved.
EFFECTIVE AS OF: JANUARY 24, 2014 / LAST UPDATED: JANUARY 24, 2014



TICOR TITLE COMPANY

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

geoAdvantage
www.sentrydynamics.net

201211270204 KYOHN 2 PGS
11/27/2012 10:15:45 AM \$73.00
AUDITOR, Pierce County, WASHINGTON

When recorded return to:
B & H Property Management
3880 Steilacoom Blvd. SW
Lakewood, WA 98499

STATUTORY WARRANTY DEED

THE GRANTOR(S) BOO NAM HAN and BANG KANG HAN, husband and wife, for and in consideration of Ten Dollars in hand paid, conveys, and warrants to 3921 LLC, a Washington limited liability company, the following described real estate, situated in the County of Pierce, State of Washington:

Parcel A: 3921 100th Street SW, Lakewood, WA 98499, more properly described as:

Section 01 Township 19 Range 02 Quarter 12 : COM SW COR GOVT LOT 2 TH ELY ALG S LI NW OF NE 379.61 FT TO ELY LI NPRR R/W TH N 05 DEG 22 MIN 25 SEC E 107.51 FT TO N LI 60 FT R/W 100TH ST SW TH N 64 DEG 03 MIN 25 SEC E ALG SD R/W 107.92 FT TH ALG C TO R HAVING A RAD OF 746.20 FT THRU AN ANGLE OF 26 DEG 338.61 FT TH S 89 DEG 56 MIN 35 SEC E 150 FT TO POB TH CONT S 89 DEG 56 MIN 35 SEC E TH N 250.55 FT TH E 7.56 FT TH N 11.18 FT TH W 7.56 FT TH N 138.32 FT TH W 240 FT TH S 330 FT TH ALG C TO L HAVING A RAD OF 90 FT THRU AN ANGLE OF 90 DEG 141.37 FT TO POB EXC 100TH ST SW & 42ND AVE SW OUT OF 1-046 SEG M-2782 NF EMS

Parcel B: 3710 100th Street SW, Lakewood, WA 98499, more properly described as:

Section 01 Township 19 Range 02 Quarter 11 : BEG AT SW COR OF E 1/2 OF W 1/2 OF GOVT LOT 1 TH N ALG W LI 133.76 FT TO SLY R/W LI 100TH ST SW TH SELY ALG SD R/W LI 432.83 FT TO S LI SD GOVT LOT 1 TH WLY ALG SD S LI 410.39 FT TO POB OUT OF 1-005, 1-006 & 1-090 SEG M-1641 NF EMS

LPB 10-05(i)
Page 1 of 2

4297823 2 PGS
11/27/2012 10:15:45 AM KYOHN
EXCISE COLLECTED: \$0.00 PROC FEE: \$5.00
AUDITOR TECH FEE: \$5.00
Pierce County, WASHINGTON

Parcel C: 10001 Kline Street SW, Lakewood, WA 98499, more properly described as:

Section 01 Township 19 Range 02 Quarter 24 M & M 3RD ADD: M & M 3RD ADD L 11 B 3
SUBJ TO UTILITY EASE SUBJ TO PSPL EASE

Parcel D: 10003 Kline Street SW, Lakewood, WA 98499, more properly described as:

Section 01 Township 19 Range 02 Quarter 24 M & M 3RD ADD: M & M 3RD ADD L 10 B 3
SUBJ TO UTILITY EASE SUBJ TO PSPL EASE

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 0219011111, 0219011105, 5400300520, 5400300510

Dated: 11/27/2012

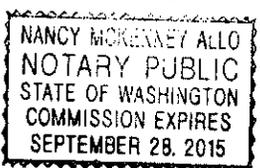

Boo Nam Han

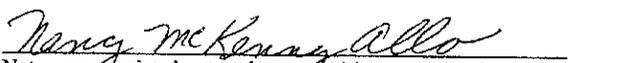

Bang Kang Han

STATE OF Washington
COUNTY OF Pierce ss.

I certify that I know or have satisfactory evidence that Boo Nam Han and Bang Kang Han
are the person(s) who appeared before me, and said person(s) acknowledged that they
signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes
mentioned in this instrument..

Dated: 11/27/2012




Notary name printed or typed: Nancy McKenney Allo
Notary Public in and for the State of WA
Residing at Puyallup, WA
My appointment expires: 9/28/2015

QUITCLAIM DEED

The grantor, CITY OF TACOMA, a municipal corporation, for and in consideration of Pierce County filling the City of Tacoma's property, south of 100th Street S.W. to an elevation that will provide surface drainage to the finished roadway ditches, conveys and quitclaims to PIERCE COUNTY, WASHINGTON, all interest in the following-described real estate, situate in the County of Pierce, State of Washington:

All that portion of the following-described tract of land lying within the limits of a strip of land sixty (60) feet in width over and across the following described tracts of land:

The west one-half of the east one-half of the west one-half, the east one-half of the east one-half of the west one-half, and the west one-half of the west one-half of the east one-half of Government Lot 1 in Section 1, Township 19 North, Range 2 East, W.M.

Said 60-foot right of way to be 30 feet on each side of the following-described centerline and projections thereof: Beginning at the northwest corner of the southeast quarter of the northwest quarter in Section 1, Township 19 North, Range 2 East W.M.; thence south 0°03'35" east a distance of thirty (30) feet to the centerline of 100th Street southwest and the point of beginning; thence north 89°56'35" east parallel to the north line of said southeast quarter of the northwest quarter a distance of 1388.36 feet; thence on a 127 curve to the left a distance of 216.67 feet; thence north 63°56'35" east a distance of 249.09 feet; thence on an 8° curve to the right a distance of 325.00 feet; thence north 91°51'35" east a distance of 623.68 feet; thence on a 9° curve to the right a distance of 200.00 feet; thence south 72°47'35" east a distance of 542.63 feet; thence on a 9° curve to the left a distance of 200.00 feet; thence north 91°51'35" east a distance of 286.09 feet more or less to the centerline of South Tacoma Way and thirty (30) feet south of the northeast corner of the southeast quarter of the east quarter of said Section 1, Township 19 North, Range 2 East, W.M.

Also the right to construct and maintain necessary cuts and fills for slopes, culverts, special ditches, and appurtenances where the same may extend beyond the limits of the land conveyed, for original grading only as provided in Pierce County Plan #CRP 2458.

RIGHT OF WAY FOR 100TH STREET SOUTHWEST

Dated this 27th day of October, 1964.

Attest:

Josephine Melton
City Clerk

CITY OF TACOMA

By H.M. Tollerfson
Mayor

STATE OF WASHINGTON, } ss.
County of Pierce.

On this 27th day of October, 1964, before me personally appeared H. M. TOLLERFSON and JOSEPHINE MELTON, to me known to be the Mayor and City Clerk, respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

Form approved:

Assistant City Attorney

2076186

Notary Public in and for the State of Washington, residing at Tacoma.

City Engineer

Assessor-Treasurer electronic Property Information Profile

Parcel Summary for 0219011105

07/14/2014 02:25 PM



Property Details

Parcel Number: 0219011105
Site Address: 3710 100TH ST SW
Account Type: Real Property
Category: Land and Improvements
Use Code: 9170-COMM VAC LAND

Taxpayer Details

Taxpayer Name: 3921 LLC
Mailing Address: C/O B & H PROPERTY MGMT
3880 STEELACOOM BLVD SW STE 100
LAKEWOOD WA 98499-7001

Appraisal Details

Value Area: PI4
Appr Acct Type: Commercial
Business Name:
Last Inspection: 05/15/2013 - Physical Inspection

Tax / Assessment

Current Tax Year: 2015
Taxable Value: 92,300
Assessed Value: 92,300

Related Parcels

Group Account Number: n/a
Mobile/MFG Home and Personal Property n/a
parcel(s) located on this parcel:
Real parcel on which this parcel is located: n/a

Tax Description

Section 01 Township 19 Range 02 Quarter 11 : BEG AT SW COR OF E 1/2 OF W 1/2 OF GOVT LOT 1 TH N ALG W LI 133.76 FT TO SLY R/W LI 100TH ST SW TH SELY ALG SD R/W LI 432.83 FT TO S LI SD GOVT LOT 1 TH WLY ALG SD S LI 410.39 FT TO POB OUT OF 1-005, 1-006 & 1-090 SEG M-1641 NF EMS

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. All critical information should be independently verified.

Pierce County Assessor-Treasurer
Mike Lonergan
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

Copyright © 2014 Pierce County Washington. All rights reserved.

WEBSITE INFORMATION
Privacy Policy
Copyright Notices

Assessor-Treasurer electronic Property Information Profile

Taxes / Values for 0219011105

07/14/2014 02:25 PM



Property Details

Parcel Number: 0219011105
 Site Address: 3710 100TH ST SW
 Account Type: Real Property
 Category: Land and Improvements
 Use Code: 9170-COMM VAC LAND

Taxpayer Details

Taxpayer Name: 3921 LLC
 Mailing Address: C/O B & H PROPERTY MGMT
 3880 STELACOOM BLVD SW STE 100
 LAKEWOOD WA 98499-7001

Assessed Values

Tax Year	Taxable Value	Assessed Total	Assessed Land	Assessed Improvements	Current Use Land	Personal Property	Notice of Value Mailing Date
2015	92,300	92,300	92,300	0	0	0	0 06/27/2014
2014	117,800	117,800	117,800	0	0	0	0 06/24/2013
2013	82,300	82,300	82,300	0	0	0	0 06/22/2012
2012	91,400	91,400	91,400	0	0	0	0 06/27/2011
2011	96,000	96,000	96,000	0	0	0	0 06/21/2010
2010	105,000	105,000	105,000	0	0	0	0 07/17/2009
2009	247,400	247,400	247,400	0	0	0	0 06/13/2008
2008	220,900	220,900	220,900	0	0	0	0 06/22/2007
2007	192,100	192,100	192,100	0	0	0	0 06/12/2006

Current Charges

Property tax interest and/or penalty charges are calculated on the 1st of each month. Your payment must be paid or postmarked prior to the 1st to avoid accrual of those additional charges. If the last day of the month falls on a holiday or weekend, you will have the following business day to pay or postmark without additional interest and/or penalty. If necessary, you can recalculate charges for a future date.

Recalculate

Exemptions

No exemptions

Pay with credit card, Visa debit card or E-check

Payment Mailing Address

Tax Code Areas

Balance Due: 2,773.93	Minimum Due: 1,818.28	as of 07/14/2014			
Tax Year	Charge Type	Amount Charged	Minimum Due	Balance Due	Due Date
2014	Property Tax Principal	1,889.97	944.98	1,889.97	04/30/14
	Property Tax Interest	56.70	56.70	56.70	07/14/14
	Property Tax Penalty	56.70	56.70	56.70	07/14/14
	Weed Control Principal	1.64	0.82	1.64	04/30/14
	Weed Control Interest	0.05	0.05	0.05	07/14/14
	Surface Water Management Principal	15.98	7.99	15.98	04/30/14
	Surface Water Management Interest	0.48	0.48	0.48	07/14/14
	Pierce Conservation District Principal	3.70	1.85	3.70	04/30/14
	Pierce Conservation District Interest	0.11	0.11	0.11	07/14/14
	Pierce Conservation District Penalty	0.11	0.11	0.11	07/14/14
	Total 2014	2,025.44	1,069.79	2,025.44	
2013	Property Tax Principal	1,259.36	629.68	629.68	10/31/13
	Property Tax Interest	56.67	56.67	56.67	07/14/14
	Property Tax Penalty	50.38	50.38	50.38	07/14/14
	Weed Control Principal	1.64	0.82	0.82	10/31/13
	Weed Control Interest	0.07	0.07	0.07	07/14/14
	Surface Water Management Principal	15.98	7.99	7.99	10/31/13
	Surface Water Management Interest	0.72	0.72	0.72	07/14/14
	Pierce Conservation District Principal	3.68	1.84	1.84	10/31/13
	Pierce Conservation District Interest	0.17	0.17	0.17	07/14/14
	Pierce Conservation District Penalty	0.15	0.15	0.15	07/14/14
	Total 2013	1,388.82	748.49	748.49	

Receipts

Date	Number	Amount Applied
05/16/2013	7192799	640.33
11/06/2012	6854944	660.96
05/07/2012	6580369	660.96
11/08/2011	6259721	0.00
11/08/2011	6266823	657.74
05/05/2011	5982867	657.73
11/02/2010	5649296	665.29
05/04/2010	5383944	665.29
11/03/2009	5076577	1,450.41
05/04/2009	4801720	1,450.40
11/04/2008	4487817	1,309.79
05/05/2008	4213438	1,309.79
11/05/2007	3901323	1,172.71
05/07/2007	3636385	1,172.70
11/03/2006	3315565	923.96
05/04/2006	3043562	923.96
11/02/2005	2730238	1,028.44
05/06/2005	2484555	1,028.43
11/01/2004	2142482	968.27
05/04/2004	1894225	968.26

Paid Charges

For questions regarding any electronic payments you may have made, please contact Point & Pay at 1-877-765-4112

Tax Year	Charge Type	Amount Paid
2013	Property Tax Principal	629.68
	Weed Control Principal	0.82
	Surface Water Management Principal	7.99
	Pierce Conservation District Principal	1.84
	Total 2013	640.33

ULID Information

2012	Property Tax Principal	1,299.30	Click here for ULID information
	Weed Control Principal	1.64	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2012	1,321.92	
2011	Property Tax Principal	1,292.85	
	Weed Control Principal	1.64	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2011	1,315.47	
2010	Property Tax Principal	1,308.21	
	Weed Control Principal	1.39	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2010	1,330.58	
2009	Property Tax Principal	2,878.44	
	Weed Control Principal	1.39	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2009	2,900.81	
2008	Property Tax Principal	2,597.21	
	Weed Control Principal	1.39	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2008	2,619.58	
2007	Property Tax Principal	2,323.04	
	Weed Control Principal	1.39	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2007	2,345.41	

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. **All critical information should be independently verified.**

Pierce County Assessor-Treasurer
 Mike Lonergan
 2401 South 35th St Room 142
 Tacoma, Washington 98409
 (253)798-6111 ☎ or Fax (253)798-3142 ☎
www.piercecounitywa.org/atr

Copyright © 2014 Pierce County Washington. All rights reserved.

WEBSITE INFORMATION

[Privacy Policy](#)
[Copyright Notices](#)

ULID Information for 0219011105

07/14/2014 02:26 PM



Utility Local Improvement District Details

Warning: ULID Data provided for informational purposes only. For payment information call (253)798-6111

ULID Num: 73-1 - Lakewood-Parkland Sewer

Original Assessment:	\$3,491.60	Interest Rate:	9.360%
Principal Collected:	\$3,491.60	Term (years):	20
Principal Uncollected:	\$0.00	Next Due Date:	
Initial Payment:	\$0.00		

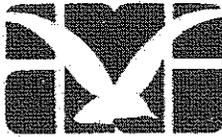
Year	Principal Amt	Interest	Penalty	Amt Due
CURRENT AMOUNT DUE:				\$0.00

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. All critical information should be independently verified.

Pierce County Assessor-Treasurer
Mike Lonergan
 2401 South 35th St Room 142
 Tacoma, Washington 98409
 (253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

Copyright © 2014 Pierce County Washington. All rights reserved.

L# 40190



**EMPIRE OUTDOOR ADVERTISING
OF THE NORTHWEST, INC.**

P.O. Box 24431, Seattle, WA 98124-0431

Date: Aug 12, 1985
City/State: Pierce Co. Wa

In consideration of Two Hundred and 00 (\$ 200.00) dollars, payable annually, the undersigned as Lessor hereby grants to Empire Outdoor Advertising of the Northwest, Inc., the exclusive right to use for outdoor advertising purposes the property described as:

100.00 St. W/O Sen Tacoma Wa
2 BACK TO BACK 755' W/O SO TACOMA WAY
BEG AT S.W. COR of E 1/2 of W 1/2 of Govt. Lot 1 TH N ALG. W. LI
133.76' To sly R/W Li 100.00 ST. SW ALG S.D. R/W LI 432.83 To sly Li

In the City of _____, County of Pierce, State of Wa, for a period of fifteen (15) years from Date of Permit, 19 85.

This lease may be terminated in the event the property is to be developed or improved with a permanent commercial or residential building. Lessee will remove its sign(s) upon (60) days written notice accompanied by unearned rent.

This lease may be terminated in the event the property is sold. Lessee will remove its sign(s) upon (60) days written notice of such sale accompanied by unearned rent. Notice of Termination must be given, however, within thirty (30) days after such sale. Lessee shall save the Lessor harmless from all damages to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

If the view of the property of Lessee's signs is obstructed or impaired, or the value of such signs is diminished by reason of diversion or reduction of traffic or the use of such signs is prevented by law, or if, for any reason, a building permit for the erection of such signs is refused, Lessee has the option to adjust rental in direct proportion to loss in revenue, to terminate the lease and receive all rent paid for the unexpired term, or to keep the lease in force, except no rent shall accrue while such conditions continue. Lessee shall have the right to terminate the agreement at the end of any monthly period upon written notice to Lessor, served not less than thirty (30) days before the end of such monthly period.

Lessee shall remain the owner of all signs and improvements placed by Lessee on the property, and notwithstanding the fact that such signs and improvements constitute real estate fixtures, Lessee shall have the right to remove them at any time.

This agreement is binding upon the heirs, assigns and successors of the undersigned as Lessor and Empire Outdoor Advertising of the Northwest, Inc.

After the term thereof, this agreement shall continue in force from year to year, unless terminated at the end of such term, or any additional year thereof, upon written notice of termination by the Lessor or Lessee, served not less than thirty (30) days before the end of such term or additional year.

EXECUTED BY THE LESSOR in the presence of _____ who is requested to sign as witness.

ACCEPTED and APPROVED:
Empire Outdoor Advertising of the
Northwest, Inc.
[Signature]
[Signature]

Lessor(s)
BANG KANG HAN
Bang Kang Han
9122 SO TACOMA WAY
Social Security Number or Federal Identification Number
531 68 7038



**EMPIRE OUTDOOR ADVERTISING
OF THE NORTHWEST, INC.**

P.O. Box 24431, Seattle, WA 98124-0431

Date: Aug 13, 1985

City/State: Tacoma, Puget

In consideration of Two Hundred (\$200.00) dollars, payable annually, the undersigned as Lessor hereby grants to Empire Outdoor Advertising of the Northwest, Inc., the exclusive right to use for outdoor advertising purposes the property described as:

on property on 100th St. W/O So Tacoma Hwy
2- BACK TO BACK 625' W/O So TACOMA WAY

BEG. AT S.W. COR of E 1/2 of N 1/2 of Govt. Lot 1 T4 N. A1/4 W Li 133.76' To sly R/W
Li 100th SW. A1/4 S.D. R/W Li 432.83' To So Li

In the City of _____, County of Puget, State of Wa., for a period of fifteen (15) years from
DATE OF PERMIT 19 _____.

This lease may be terminated in the event the property is to be developed or improved with a permanent commercial or residential building. Lessee will remove its sign(s) upon (60) days written notice accompanied by unearned rent.

This lease may be terminated in the event the property is sold. Lessee will remove its sign(s) upon (60) days written notice of such sale accompanied by unearned rent. Notice of Termination must be given, however, within thirty (30) days after such sale. Lessee shall save the Lessor harmless from all damages to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

If the view of the property of Lessee's signs is obstructed or impaired, or the value of such signs is diminished by reason of diversion or reduction of traffic or the use of such signs is prevented by law, or if, for any reason, a building permit for the erection of such signs is refused, Lessee has the option to adjust rental in direct proportion to loss in revenue, to terminate the lease and receive all rent paid for the unexpired term, or to keep the lease in force, except no rent shall accrue while such conditions continue. Lessee shall have the right to terminate the agreement at the end of any monthly period upon written notice to Lessor, served not less than thirty (30) days before the end of such monthly period.

Lessee shall remain the owner of all signs and improvements placed by Lessee on the property, and notwithstanding the fact that such signs and improvements constitute real estate fixtures, Lessee shall have the right to remove them at any time.

This agreement is binding upon the heirs, assigns and successors of the undersigned as Lessor and Empire Outdoor Advertising of the Northwest, Inc.

After the term thereof, this agreement shall continue in force from year to year, unless terminated at the end of such term, or any additional year thereof, upon written notice of termination by the Lessor or Lessee, served not less than thirty (30) days before the end of such term or additional year.

EXECUTED BY THE LESSOR in the presence of _____ who is requested to sign as witness.

ACCEPTED and APPROVED:
Empire Outdoor Advertising of the
Northwest, Inc.

[Signature]
[Signature]

Lessor(s)

BANG KANG HAN
Bang Kang Han
9122 SO TACOMA WAY
Social Security Number or Federal Identification Number

531 68 7038

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: 1-20-2015	TITLE: Amendment #1 to Interagency Agreement between the Department of Enterprise Services and the City of Lakewood and the associated Letters of available funding.	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2015-03 <input type="checkbox"/> OTHER
REVIEW: 1-05-2015	ATTACHMENTS: Interagency Agreement between the Department of Enterprise Services and the City of Lakewood & Amendment # 1 thereto; Letter of Available funding for \$483,581 a Letter of Available funding for \$1,823,337; Energy Service Company Construction Contract.	

SUBMITTED BY: Don E. Wickstrom, Public Works Director

RECOMMENDATION: The Public Works Department recommends that the City Manager be authorized to execute Amendment #1 to the Interagency Agreement between the Department of Enterprise Services (DES) and the City of Lakewood along with executing the necessary letters of available funding.

DISCUSSION: Back in November of 2013, the City Manager executed the attached Interagency Agreement between DES and the City. Said execution was necessary in order to utilize the State's consultant to do an energy audit on the City systems in order to determine whether or not the City had an energy efficiency project that met the Department of Commerce's prequalification requirement for cost effectiveness. (Continued on Page 2).

ALTERNATIVE(S): Other than dropping the project, there aren't really other alternatives. (Continued on Page 2).

FISCAL IMPACT: The project total estimated cost is \$2,372,088 which by consultant contract provision is a guaranteed maximum amount subject to two exceptions: Sales tax and Department of Enterprise Services management costs. (Continued on Page 3).

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

DISCUSSION (Continued from Page 1): Said cost effectiveness was a precursor to applying for a grant under the Department's energy efficiency grant program.

Said qualification essentially was that the total cost savings (energy and maintenance) provided by the project was sufficient to pay off the capital cost of the project within a 10 to 13-year period. The results of the energy audit confirmed that converting roughly 2,003 City street lights primarily within the Tacoma Power and Lakeview Light and Power service areas to LEDs was such a project. At a special Council meeting on January 27, 2014, Council authorized submitting the City's Street Light LED conversion project application to the Department for a grant. Subsequently, the City was advised that it had won a \$500,000 grant; however the project was essentially in limbo until the local funding was established. On December 15, 2014, Council took action which secured the local funding and as such to move the project forward authorizing the execution of Amendment #1 (attached herewith) to the DES/City Interagency Agreement that is now required.

Execution of the amendment incorporates Ameresco's "City of Lakewood Energy Services Proposal" dated May 13, 2014, (see attachment to Amendment #1) as part of the Interagency Agreement. It also extends the completed date of said agreement to December 31, 2017. Lastly, it also obligates the City to compensate the Department of Enterprise Services \$60,000 associated with the Department's project management expenses.

Once the Amendment #1 is executed it should be noted that should the City decide not to proceed with the project the City is then obligated to pay DES a termination fee of \$25,700.

With regard to the letters of available funding (see attachments), the Department of Enterprise Services require their execution for which once they have received them they will then proceed and execute on the City's behalf a service contract (see attached) with Ameresco, Inc., which is the consultant that the City selected to do the original energy audit. Once DES has executed said service contract, they will then issue a notice to proceed to the Department of Commerce. With that the Department of Commerce will develop and forward to the City for Council approval an Interagency Agreement between the Department of Commerce and the City for the \$500,000 grant.

ALTERNATIVE(S) (Continued from Page 1): It should be noted that were the project dropped based on the competing financial needs of the State per this coming biennium, the chances of the Department of Commerce having an energy efficiency grant program in the next biennium is questionable. Even if it did, were we to drop this project, the likelihood that the City would be awarded another grant would probably be slim. Further, and while it may not be a near term issue but over the long haul because LED street lighting is becoming the common street light standard, there is some question as to how much longer power service providers will continue to offer rebate programs.

FISCAL IMPACT (Continued from Page 1): Said costs are, however, included in the \$2,372,088 cost estimated. Funding of the project will be via a \$500,000 grant plus \$217,640 in rebates and \$1,654,448 of bond proceeds. On December 15, 2014, Council authorized a bond issuance via the State Treasurer's office LOCAL funding program.

Estimated annual debt service over a 12-year period varies from a high of \$177,776 to a low of \$161,900. Said debt service is to be paid via a combination of general fund contribution and cost savings in both energy and maintenance costs the project provides which area estimated to be \$143,411 for the first year, and increase annually over the next 20-year period (life of the improvements) to \$172,478. It should be noted that the estimate of the cost savings is conservative, as the maintenance costs were projected to remain flat over the entire life of the improvements, and only 1.5% per year escalator was used for the projections of the energy cost savings.

Further, like the project expenses via consultant contract, the project cost savings are also guaranteed or at least the 90% level thereof is. Because the capital debt runs for 12 years, and the life of the improvement is at least 20 years, the project provides a net cost savings to the City over its 20-year life of \$853,000, and that's based on using the 90% costs savings level. Lastly, while the project is not currently in the 2015/2016 budget, it will be incorporated therein as part of the 2015 Carry Forward Budget Adjustment that is scheduled to occur in March/April timeframe of this year.

Interagency Agreement

Department of Enterprise Services

Date: November 1, 2013

Interagency Agreement No: K2464

**Interagency Agreement Between the
Department of Enterprise Services
and
City of Lakewood**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Lakewood, hereinafter referred to as the "CITY".

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CITY and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

The CITY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **December 31, 2016** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CITY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CITY decides not to proceed with an Energy/Utility Conservation project that meets CITY's cost effective criteria, then the CITY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the ESCO.

If monitoring and verification services are requested by the CITY and provided by DES under Attachment "C" of this Agreement, the CITY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CITY, after DES has reviewed, approved and sent the invoices to the CITY for payment.

5. Billing Procedure

DES shall submit a single invoice to the CITY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

6. Payment Procedure

The CITY shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CITY shall notify DES in writing if the CITY cannot pay an invoice within 90 days.

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CITY. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

8. Records Maintenance

The CITY and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

9. Contract Management

- a. The CITY Representative on this Agreement shall be:

Desiree S. Winkler, P.E.
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499-5027
Telephone (360) 983-7795

The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

- b. The DES Project Manager on this Agreement shall be:

Lisa Steel
Department of Enterprise Services
Facilities Division
Engineering and Architectural Services
PO Box 41476
Olympia, WA 98504-1476
Telephone (360) 407-9373

Lisa Steel will be the contact person for all communications regarding the conduct of work under this Agreement.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

The CITY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CITY and DES or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined in the following manner: The CITY shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CITY and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

14. Order of Precedence

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions

- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

All Writings Contained Herein

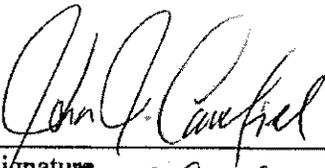
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AUTHORIZATION TO PROCEED

Agreed to and signed by:

City of Lakewood

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**



 Signature
 John J. Canfield

 Name
 City Manager

 Title
 11-26-2013

 Date



 Signature
 Thomas R. Henderson

 Name
 Assistant Director

 Title
 12/5/13

 Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call Eddie Miller at (360) 407-9363.

K2464CityofLakewoodem

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program
Master Energy Services Agreement No. 2013-133

DES will provide the following project management services for each specific project for the CITY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CITY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B

Fee Schedule

2013-15 Interagency Reimbursement Costs
for Project Management Fees to Administer
Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
2,000,001.....3,000,000.....	60,000.....	23,400
1,500,001.....2,000,000.....	56,000.....	21,800
1,000,001.....1,500,000.....	49,500.....	19,300
900,001.....1,000,000.....	42,000.....	16,400
800,001.....900,000.....	39,600.....	15,400
700,001.....800,000.....	36,800.....	14,400
600,001.....700,000.....	35,000.....	13,700
500,001.....600,000.....	32,400.....	12,600
400,001.....500,000.....	29,000.....	11,300
300,001.....400,000.....	24,800.....	9,700
200,001.....300,000.....	19,800.....	7,700
100,001.....200,000.....	13,800.....	5,400
50,001.....100,000.....	7,500.....	3,500
20,001.....50,000.....	4,000.....	2,000
0.....20,000.....	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CITY decides not to proceed with the project through DES.
3. If the project meets the CITY's cost effectiveness criteria and the CITY decides not to move forward with a project, then the CITY will be invoiced per Attachment B Termination or \$25,700 whichever is less. If the CITY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CITY's established Cost Effectiveness Criteria, then there is no cost to the CITY and no further obligation by the CITY.

ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

If requested DES will provide the following monitoring services for each specific project for the CITY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

INTERAGENCY Amendment

Department of Enterprise Services

Date: August 25, 2014
Agreement No: K2464
Project No.: 2014-248
Amendment No: 1

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and
City of Lakewood**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Lakewood, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

1.1 2014 Street Lighting Energy Efficiency Measures outlined in the Ameresco, Inc. City of Lakewood Energy Services Proposal dated May 13, 2014.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on December 5, 2013, and be completed on **December 31, 2017** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

4.1 Energy Project Management Fee for the work described in Section 1.1 is \$60,000.00. Anticipated billing date for this Amendment is October 25, 2015.

The new total Agreement value is \$60,000.00.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Lakewood

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**

Title Date

William J. Frare, P.E.
Public Works Administrator

Title Date

K2464am1lh

EXHIBIT 2014-248 A(1)

ENERGY SERVICES PROPOSAL



For: City of Lakewood
Lakewood, Washington

By: Ameresco, Inc.
- Jason Prall, Project Manager
Ameresco Project Number 164-2014-01

May 13, 2014

Table of Contents

EXECUTIVE SUMMARY 1

 A. SUMMARY & PROPOSED SERVICES..... 1

 B. PROJECT DESCRIPTION 1

 C. PROJECT BENEFITS 1

 D. GUARANTEES 2

 E. CONCLUSION..... 2

I. INVENTORY DESCRIPTION..... 2

 A. PSE STREET LIGHTING..... 3

 B. TACOMA POWER STREET LIGHTING 3

 C. LAKEVIEW LIGHT & POWER STREET LIGHTING 3

II. ENERGY CONSERVATION MEASURES (ECMs) TO BE IMPLEMENTED 3

 A. CITY OF LAKEWOOD STREET LIGHTING 3

III. ESCO SERVICES 3

IV. PROJECT COSTS 5

 A. MAXIMUM PROJECT COST..... 5

 B. PROJECT COST TABLE..... 6

 C. ITEMS INCLUDED IN MAXIMUM PROJECT COST 6

 D. EXCLUSIONS..... 7

 E. CONSTRUCTION CONTINGENCY 8

 F. ONGOING SERVICES 8

 G. ACCOUNTING RECORDS..... 8

 H. RECONCILIATION OF LABOR & MATERIAL COSTS 8

V. RECOMMENDATIONS FOR REPLACEMENT OF EXISTING EQUIPMENT 8

VI. STANDARDS OF COMFORT SERVICE 8

 A. ILLUMINATION LEVELS 8

VII. BASELINE ENERGY CONSUMPTION..... 9

 A. OVERALL RESOURCE USE..... 9

VIII. ESTIMATED ANNUAL SAVINGS AMOUNT AND UTILITY INCENTIVE 9

 A. ELECTRICAL..... 9

 B. UTILITY INCENTIVE 9

IX. METHOD OF CALCULATING ENERGY SAVINGS AND ENERGY COST SAVINGS 10

 A. ENERGY AUDIT 10

 B. CALCULATION OF SAVINGS..... 10

X. FINANCING..... 10

XI. ENERGY SAVINGS GUARANTEE..... 10

XII. ESCO COMPENSATION..... 11

 A. PAYMENTS 11

B. TAX INCENTIVES **Error! Bookmark not defined.**

XIII. TERM OF AGREEMENT 11

XIV. TERMINATION VALUE..... 11

XV. PROJECT SCHEDULE 11

XVI. EXTENT OF SUBCONTRACTING 11

XVII. INSURANCE AND BONDING 11

XVIII. RENEGOTIATION 12

XIX. EXHIBITS AND TABLES..... 12

 A. TABLE 1 FINANCIAL ANALYSIS 13

 B. TABLE 2 CASH FLOW 14

 C. TABLE 3 FULL LIST OF MEASURES..... 15

 D. TABLE 4 SELECTED MEASURES 15

EXHIBIT 1 Bond Form (provided separately & incorporated herein)

EXHIBIT 2 Energy Services Agreement (provided separately & incorporated herein)

EXECUTIVE SUMMARY

A. SUMMARY & PROPOSED SERVICES

Ameresco is pleased to present this proposal for the implementation of energy efficiency measures for City of Lakewood.

This Proposal follows the outline contained in Section 2 of the Energy Services Agreement. It presents the contractual terms under which Ameresco, City of Lakewood, and the Department of Enterprise Services Energy Program (DES Energy Program) will work together over the term of the project. This Proposal describes the scope, costs, guarantees, and other aspects of the project.

The services in this Proposal include design, construction, system verification, and Measurement and Verification (M&V) services for the first 1 year. Although City of Lakewood will operate and maintain the new equipment, Ameresco will provide important M&V services during the first 1 year to help ensure the predicted savings are achieved. Ongoing M&V services are also offered for an additional cost, at the owner's request.

B. PROJECT DESCRIPTION

The project improves City of Lakewood infrastructure while saving energy. This project will upgrade the 2,003 street lights presently identified in the City of Lakewood which are spread across three utilities: PSE, Lakeview L&P, and Tacoma Power. All the lights identified thus far will be replaced with new LED technology that will produce significant savings of both energy and maintenance cost. In addition, Ameresco will work to compile, in a central database, all street lights associated with the project.

C. PROJECT BENEFITS

1. Financial Benefits

Table 1 shows project costs, estimated utility incentives, and savings related to this project. The guaranteed maximum project cost is \$2,182,938. Including sales tax and DES Energy Program project management fees, the total project cost is \$2,372,088. The estimated utility incentive for the project is \$217,640.

All construction costs will be open book to the Owner, and any cost savings related to savings on the ESCO's (energy services company) labor and material costs will revert to the Owner at the end of the project.

The project will produce over \$88,905 annually in energy savings. The project produces a positive cash flow as shown on Table 1 Financial Analysis in the 14th year of operation. This is based on City of Lakewood providing no capital investment and financing \$1,654,448.

2. Maintenance Related Benefits

Over \$54,506 in annual lighting maintenance savings is factored into the financial analysis.

3. Environmental Benefits

In addition to building improvements and energy savings, there is a significant positive impact on the environment as a result of this project. The energy savings produced as a result of this project will directly reduce the amount of power produced by the utilities and reduce CO₂ emissions by over 1,188,932 lbs. annually.

D. GUARANTEES

Ameresco guarantees that the project cost, related specifically to energy savings and the project scope, will not exceed the maximum price of \$2,182,938 (project cost before sales tax and DES Energy Program project management fee). Also, Ameresco is guaranteeing that the project will perform such that electrical savings will not be less than 1,188,932 kWh and 2,855 kW per year. This corresponds with 90% of the estimated energy savings.

Guaranteed energy savings and performance is predicated upon the accuracy of data provided by the Owner to Ameresco. Ameresco reserves the right to amend the Energy Savings Guarantee should the data provided by the Owner prove to be inaccurate.

E. CONCLUSION

This project represents an excellent opportunity for the City of Lakewood to improve their facilities while saving energy. The project provides over \$2,370,000 in facility improvements. Ameresco looks forward to working with City of Lakewood and DES Energy Program in making this project a success.

I. INVENTORY DESCRIPTION

	Estimated # of Lights	Description of Fixtures to be Replaced	100 W	150 W	250 W	400 W	400 W Décor.	Ped Scale Décor.
PSE	30	Signalized Intersection Street Lights (Lights share meter with Signal Lights - Will analyze as Flat Rate)			30			
Lakeview L&P	110	Signalized Intersection Street Lights			106	4		
Lakeview L&P	1,098	Street Lights - City Owned		534	564			
Lakeview L&P	23	Low Output lights (100 W) that will require new arms & 150 W equivalent output.	23					
Tacoma Power	110	Signalized Intersection Street Lights (Lights share meter with Signal Lights - Will analyze as Flat Rate)			110			
Tacoma Power	418	Street Lights - H-1 (City-owned)		143	275			
Tacoma Power	214	Street Lights - Metered			123	31	36	24
Total Project	2,003		23	677	1,208	35	36	24

A. PSE STREET LIGHTING

1. Lighting Systems

This project will replace thirty (30) street lights at signalized intersections per the city's inventory. According to City records, these thirty (30) lights in PSE territory are 250 W HPS cobra head lights that share a meter with the traffic signal lights.

B. TACOMA POWER STREET LIGHTING

1. Lighting Systems

This project will replace one thousand two hundred thirty-one (1,231) street lights in the Lakeview Light & Power territory per the City's inventory. Included in this total are one hundred forty-three 150 W HPS cobra head lights, five hundred eight 250 W HPS cobra head lights, thirty-one 400 W HPS cobra head lights, thirty-six 400 W HPS decorative fixtures, and twenty-four ped-scale lights of various wattage.

C. LAKEVIEW LIGHT & POWER STREET LIGHTING

1. Lighting Systems

This project will replace seven hundred forty-two (742) street lights in the Tacoma Power territory per the City's inventory. Included in this total are twenty-three (23) 100 W HPS cobra head lights, five hundred thirty-four (534) 150 W HPS cobra head lights, six hundred seventy (670) 250 W HPS cobra head lights, and four (4) 400 W HPS cobra head lights.

II. ENERGY CONSERVATION MEASURES (ECMs) TO BE IMPLEMENTED

A. CITY OF LAKEWOOD STREET LIGHTING

1. Lighting Conservation Measures

a) ECM-SL-L1: PSE Street Lighting Retrofit/Replacement:

This measure will retrofit the existing HID street light fixtures in the PSE territory with new lower wattage LED technology.

b) ECM-SL-L2: Tacoma Power Street lighting Retrofit/Replacement:

This measure will retrofit the existing HID street light fixtures with new lower wattage LED technology.

c) ECM-SL-L3: Lakeview L&P Street lighting Retrofit/Replacement:

This measure will retrofit the existing HID street light fixtures with new lower wattage LED technology.

III. ESCO SERVICES

Ameresco will provide the following services:

1. Energy Audit: The energy audit is complete and is incorporated herein.

2. Design Services: Provide a detailed engineering design as needed to obtain Owner review and approval of the proposed system and to obtain competitive bids. Provide construction support services, start-up, and testing. Provide as-built drawings and relevant O&M manuals.
3. Construction: Provide, or cause to be provided, all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, required for the complete and working installation of the ESCO equipment.
 - a) The ESCO may perform portions of the construction work or may subcontract portions to qualified firms. In either case, the ESCO will share information regarding actual costs of the work with the Owner.
 - b) The lighting retrofit is substantially a maintenance activity. As such, lighting maintenance workers will be used to perform fixture retrofits. These workers will be paid the applicable Washington State Department of Labor & Industries prevailing wage for the county of the work under a classification of "Electrical Fixture Maintenance Workers" or equivalent.
 - c) When the ESCO has completed the installation of the Equipment, including start-up and operation verification and training in accordance with the Proposal, the ESCO will provide to Owner a "Notice of Commencement of Energy Savings" and Owner shall have 10 days within which to accept the Notice.
 - d) At the conclusion of the last phase of the project, the ESCO will submit a "Notice of Substantial Completion" to the Owner.
4. Construction Management: Provide construction management services to coordinate and supervise the work. The Owner is expected to coordinate day-to-day communications with tenants and any scheduling of tenant relocations in and around occupied areas. The ESCO will provide construction superintendence of the work and will coordinate any impact upon building tenants with the Owner.
5. Operation training: The ESCO will provide on-going training for the building staff during construction.
6. Performance Maintenance: The ESCO will provide on-going measurement and verification to help ensure the predicted savings are achieved throughout the first year of the agreement. Specific tasks will include:
 - a) Year One: Post installation Measurement and Verification (M&V) will be performed based on the International Performance Measurement and Verification Protocol (IPMVP) – Option A (Retrofit Isolation-Key Parameter Measurement), Section IX – Method of Calculating Energy Savings and Energy Cost Savings, and the following Measurement and Verification table:

ECM	Conservation Measure	IPMVP Option	Work to be Performed	Years to be Done	Work To Be Performed By
SL-L1	PSE Streetlighting Retrofit/Replacement: Retrofit old fixtures with lower wattage LED technology.	A	A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco
SL-L2	Tacoma Power Streetlighting Retrofit/Replacement: Retrofit old fixtures with lower wattage LED technology.	A	A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco
SL-L3	Lakeview L&P Streetlighting Retrofit/Replacement: Retrofit old fixtures with lower wattage LED technology.	A	A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco

- b) The ESCO will attend one annual meeting to review the Measurement & Verification results and reconcile energy savings.
- 7. Equipment Maintenance: The ESCO will provide no equipment maintenance or repairs after the warranty period. Following the completion of the installation and Owner acceptance of the Equipment, the Owner shall provide all necessary service, repairs, and adjustments to the Equipment so that the Equipment will perform in the manner and to the extent set forth in the Proposal. The ESCO shall have no obligation to service or maintain the Equipment after the warranty period.
- 8. Operation and Maintenance Procedures: None provided for existing equipment. Operation and maintenance manual will be provided for the installed equipment.
- 9. Warranty: The ESCO will warrant Equipment for one year following Notice of Substantial Completion.
- 10. Hazardous Waste: Should the project require removal or disposal of hazardous material, the ESCO may have the hazardous material or substances removed and disposed of at the request of the Owner. The ESCO will not assume ownership of the material, but may act on behalf of the Owner to properly remove and dispose of the material. The Owner shall pay the ESCO for the cost of such work. The Owner agrees and acknowledges that it has not relied on or employed the ESCO to analyze or identify the presence of any hazardous substance on the Owner's premises. The cost of hazardous material abatement and disposal is not included in this proposal with the exception of PCB ballasts.

IV. PROJECT COSTS

A. MAXIMUM PROJECT COST

The ESCO guarantees that the Maximum Project Cost will not exceed Two Million One Hundred Eighty Two Thousand Nine Hundred Thirty Eight Dollars and No Cents (\$2,182,938). This cost does not include sales tax, DES Energy Program project management fees, or continued measurement and verification charges. With sales tax, DES Energy Program project management fees, the Total Project Cost is Two Million Three Hundred Seventy Two Thousand Eighty Eight Dollars and No Cents (\$2,372,088). The ESCO does not guarantee the value of sales tax or DES Energy Program project management fees.

B. PROJECT COST TABLE

I. PROJECT COSTS & ENERGY SAVINGS FOR SELECTED OPTIONS

PROJECT COSTS	Mech, Water, General	Lighting	Total Project Costs
Engineering Audit		\$ 5,170	\$ 5,170
Estimated Labor and Material Cost	\$ -	\$ 1,583,352	\$ 1,583,352
M,W,G Design @ 10.0% of Labor & Material	\$ -		\$ -
Lighting Design @ 6.0% of Labor & Material		\$ 95,001	\$ 95,001
Construction Mgt @ 6.0% of Labor & Material	\$ -	\$ 95,001	\$ 95,001
Bonding @ 2.0% of Labor & Material	\$ -	\$ 31,667	\$ 31,667
ESCO Overhead and Profit @ 18.0% of Labor & Material	\$ -	\$ 285,003	\$ 285,003
1st Year of Ameresco M&V			\$ 8,576
Subtotal:	\$ -	\$ 2,095,194	\$ 2,103,770
Construction Contingency @ 5.0% of CC	\$ -	\$ 79,168	\$ 79,168
Subtotal - Maximum Project Cost:	\$ -	\$ 2,174,362	\$ 2,182,938
Est. Sales Tax @ 9.4% of Material Cost	\$ -	\$ 128,343	\$ 129,149.61
0 Additional Years of M&V - Ameresco (includes tax)			\$ -
1 Years of M&V - DES			\$ -
DES Project Management Fees			\$ 60,000
TOTAL PROJECT PRICE:	\$ -	\$ 2,302,705	\$ 2,372,088
Estimated Utility Incentive	\$ -	\$ 217,640	\$ 217,640
Commerce Grant Request			\$ 500,000
Estimated Client Net Cost (excluding add'l years M&V)			\$ 1,654,448
Client Initial Cash Payment of Non-State Dollars			
Client Initial Cash Payment of State Dollars			\$ -
Amount to be Financed by Client:			\$ 1,654,448
Year 1 Estimated Cash Flow:			\$ (30,647)
Year 1 Cash Flow Based on Guaranteed Energy Savings (90%):			\$ (44,988)

C. ITEMS INCLUDED IN MAXIMUM PROJECT COST

1. Maximum project costs include the following:
 - a) Engineering audit, including the cost for preparation of this proposal. This is a fixed fee.
 - b) Engineering design. This is a fixed fee.
 - c) Construction management services. This is a fixed fee.
 - d) Installation of the ESCO Equipment including the following costs:
 - (1) All costs paid by the ESCO for the installation of the ESCO Equipment. This includes costs paid to subcontractors or directly to ESCO personnel when related to installation or system verification of the ESCO Equipment.
 - (2) The portion of reasonable travel, lodging, and meals expenses of the ESCO or of its officers or employees incurred while traveling in discharge of duties connected with the Work.
 - (3) Cost of all equipment, materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

- (4) Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers which are consumed in the performance of the Work, and the cost less salvage value on such items used but not consumed which remain the property of the ESCO.
- (5) Cost of premiums for all bonds and insurance, which the ESCO is required to purchase and maintain.
- (6) Permit fees, royalties, and deposits lost for causes other than the ESCO's negligence.
- (7) Losses and expenses not compensated by insurance or otherwise sustained by the ESCO in connection with the Work, provided they have resulted from causes other than the fault or neglect of the ESCO. Such losses shall include settlements made with the written consent and approval of the Owner. If, however, such loss requires reconstruction and the ESCO is placed in charge thereof, the ESCO shall be paid for its services a fee.
- (8) Minor expenses such as copies, long distance telephone calls, telephone service at the site, express mail services, and similar petty cash items.
- (9) Demolition cost and cost of removal of all debris.
- (10) Costs incurred due to an emergency affecting the safety of persons and property.
- (11) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
- (12) The cost of construction financing including contingency and an allowance for Owner initiated scope improvements only if agreed to by the Owner and DES Energy Program in advance.
- (13) Cost of equipment startup, training, system verification and balancing performed by the ESCO.
- (14) Bonding, Liability Insurance, and Builder's Risk Insurance.
- (15) Overhead and Profit. This includes the ESCO's remuneration for compensation of personnel, expenses, risks related to the project, and profit. This is a fixed fee.
- (16) Metering equipment costs for any permanent metering or monitoring equipment left on site.
- (17) The ESCO shall provide a Schedule of Values at the end of construction bidding. The schedule of values will include all costs related to the installation of the ESCO equipment, excepting fixed fee items.

D. EXCLUSIONS

1. Maximum project costs do not include the following:
 - a) Modifications or upgrades of electrical service or distribution systems.
 - b) Modifications or upgrades of architectural or structural systems.

E. CONSTRUCTION CONTINGENCY

A construction contingency of \$79,168 (not including sales tax) has been established for this project. The contingency is for items necessary to complete the original scope of work upon approval by the Owner and DES Energy Program. Such approval for the use of contingency funds for work in the original scope shall not be unreasonably withheld. The ESCO shall not be allowed to mark-up contingency funds expended for items included in the original scope of this project. The ESCO and Owner will jointly manage any contingency left after the project scope is completed. The ESCO shall be allowed to mark-up items beyond the original scope and approved by Owner. All unused construction contingency funds shall reduce the overall project cost to the Owner.

F. ONGOING SERVICES

Ongoing measurement and verification for the first year are included in the project fees. After the end of Year 1, the ESCO will present a proposal to the Owner for ongoing measurement and verification services for future years, at the owner's request. These services will verify energy savings and provide engineering assistance in maintaining the savings as described in Section III. The owner may cancel these services at any time. Such cancellation will also terminate the energy savings guarantee (Section XI).

G. ACCOUNTING RECORDS

The ESCO shall check all material, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The accounting system shall be satisfactory to the Owner. The Owner shall be afforded access to all the ESCO's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

H. RECONCILIATION OF LABOR & MATERIAL COSTS

The financed amount is based on an estimate of Labor & Material costs. In recognition that actual Labor & Material costs may vary from the estimate, the following procedures are established to reconcile this difference:

- a) When actual Labor & Material costs exceed the estimated Labor & Material costs (plus contingency), the additional expense will be borne by the ESCO without affecting the Owner's payment.
- b) When actual Labor & Material costs are less than the estimated Labor & Material costs (plus Contingency), the remaining funds will be retained by the Owner.

V. RECOMMENDATIONS FOR REPLACEMENT OF EXISTING EQUIPMENT

N/A

VI. STANDARDS OF COMFORT SERVICE**A. ILLUMINATION LEVELS**

1. The lighting and illumination levels for lighting systems provided by the ESCO will comply with Exhibit 3.

BASELINE ENERGY CONSUMPTION

B. OVERALL RESOURCE USE

	Estimated # of Lights	Initial Capital Cost	Utility Incentive	Existing Energy Cost	Proposed Energy Cost	Annual Energy Savings	Maintenance Savings	Total Annual Savings
PSE	30	\$ 26,528	\$ 3,754.80	\$ 2,769.10	\$ 1,118.72	\$ 1,650.38	\$ 700.00	\$ 2,350.38
Lakeview L&P	110	\$ 97,624	\$ 16,000	\$ 11,485	\$ 4,699	\$ 6,786	\$ 2,000	\$ 8,786
Lakeview L&P	1,098	\$ 838,819	\$ 100,000	\$ 92,038	\$ 35,472	\$ 56,566	\$ 30,000	\$ 86,566
Lakeview L&P	23	\$ 13,886	\$ 2,140	\$ 1,038	\$ 570	\$ 469	\$ -	\$ 469
Tacoma Power	110	\$ 97,270	\$ 15,000	\$ 6,666	\$ 3,102	\$ 3,564	\$ 2,000	\$ 5,564
Tacoma Power	418	\$ 329,509	\$ 54,500	\$ 21,899	\$ 9,831	\$ 12,067	\$ 14,000	\$ 26,067
Tacoma Power	214	\$ 179,716	\$ 30,000	\$ 14,675.16	\$ 6,872.28	\$ 7,802.88	\$ 5,000.00	\$ 12,802.88
Total Project	2,003	\$ 1,583,352	\$ 221,395	\$ 150,570	\$ 61,665	\$ 88,905	\$ 53,700	\$ 142,605

VII. ESTIMATED ANNUAL SAVINGS AMOUNT AND UTILITY INCENTIVE

A. ELECTRICAL

The ESCO estimates that annual electrical costs will be reduced by \$88,905. This estimate is based on rate changes from the utilities, annual consumption being reduced by 1,321,036 kWh, and demand being reduced by 3,172 kW.

B. UTILITY INCENTIVE

The ESCO estimates that an incentive in the amount of \$99,500 will be provided by Tacoma Power and \$118,140 will be provided by Lakeview Light & Power.

VIII. METHOD OF CALCULATING ENERGY SAVINGS AND ENERGY COST SAVINGS

A. ENERGY AUDIT

The energy cost savings are calculated in Exhibit 1. These savings calculations have been reviewed and accepted by the DES Energy Program project management, the Owner and the ESCO.

B. CALCULATION OF SAVINGS

1. The Owner and ESCO agree that the energy savings exists if the ESCO equipment performs as described below (as measured per Section III.6):
 - a) Lighting Systems: The lighting systems perform properly when new components with efficiencies equal to or greater than those in Exhibit 1 are installed.
2. The Owner and the ESCO agree that should the ESCO installed equipment not perform as outlined in Section IX.B.1, the ESCO shall pay the equivalent value of the guaranteed level of the calculated energy savings associated with the failed area. The Owner agrees to notify the ESCO by telephone within two working days of detecting any non-performing ESCO installed equipment with a follow-up in writing within three business days.
3. The ESCO shall have two weeks from notification to repair the ESCO equipment without reduction of savings.
4. Modifications to Baseline by Owner: The Owner shall maintain all existing facilities and installed equipment during the term of this contract at or above current maintenance levels. Owner agrees to maintain the energy efficiency of the systems installed.

IX. FINANCING

Project financing will be provided by the Owner.

X. ENERGY SAVINGS GUARANTEE

The ESCO guarantees that the equipment will perform as indicated in Section IX - Method of Calculating Energy Savings and Energy Cost Savings. This performance level is guaranteed for 1 year following the notice of commencement of savings (defined as Year 1), or for the duration of the monitoring and verification services, whichever is shorter. Based on this performance, and as indicated in Exhibit 1, electrical savings will not be less than 1,188,932 kWh and 2,855 kW per year. This corresponds with 90% of the estimated energy savings.

In the event that the guaranteed performance in Year 1, pursuant to Section IX – Method of Calculating Energy Savings and Energy Cost Savings, is less than the guaranteed minimum, the ESCO shall pay the Owner in accordance with Section IX.B.2.

Guaranteed energy savings and performance is predicated upon the accuracy of data provided by the Owner to Ameresco. Ameresco reserves the right to amend the Energy Savings Guarantee should the data provided by the Owner prove to be inaccurate.

XI. ESCO COMPENSATION

A. PAYMENTS

1. Owner agrees to make progress payments based on construction progress and one subsequent payment for retainage.
2. Retainage will be released within 45 days after receipt of all lien releases, L&I releases, and Revenue and Employment Security certificates and releases by Owner.

XII. TERM OF AGREEMENT

Subject to the following sentence, the term of this Contract shall be 1 year beginning with the Notification of Commencement of Energy Savings. Nonetheless, the Contract shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period." All energy savings achieved during the Interim Period will be fully credited to Customer and may be used to offset any loss of energy savings as mutually agreed to by the DES Energy Program manager, Owner, and the ESCO.

XIII. TERMINATION VALUE

Upon commencement of energy savings, Owner may at any time terminate this Agreement.

Any termination shall fully and finally terminate and extinguish all of the Owner's rights and all of the ESCO's obligations under this agreement.

XIV. PROJECT SCHEDULE

The ESCO will complete design work within 90 days of Notice to Proceed. Construction work will be substantially complete within 240 days of design acceptance. Final completion will be within 270 days of design acceptance.

XV. EXTENT OF SUBCONTRACTING

The ESCO may subcontract the energy audit, design, construction management, start-up, and training portions of this Contract to qualified firms at its sole discretion. Construction subcontracts will be awarded competitively.

The ESCO will endeavor to satisfy the MWBE goals of Washington State. The ESCO will not be required to meet these goals if the project budget is exceeded and cost effectiveness is impaired.

XVI. INSURANCE AND BONDING

1. The ESCO shall provide a payment and performance bond in accordance with Exhibit 3. Builders Risk Insurance will also be provided by the ESCO.
2. For the purposes of this Agreement, the "Sum Amount of Bond" shall be \$1,766,831. This amount does not include any construction contingencies.
3. The bond amount consists of the following:

(a)	Labor and Material and Bond Cost	\$1,615,019
(b)	Sales Tax	\$151,812

- (c) Bond Total \$1,766,831
- (2) Certificates of General Liability Insurance will be provided prior to Contract Signing. The State Of Washington shall be named as An Additional Insured on all insurance certificates.
- 4. The ESCO shall provide a payment and performance bond in the amount of 100% of the construction cost, as defined in the Energy Services Agreement Addendum. The amount shall include all authorized changes and state sales tax. The Bond shall be in the form attached to the Conditions of the Energy Services Agreement. The Contract listed on the bond form shall be the Addendum No. and Agreement No. which incorporates the work, and the "Contract Date" shall be the date of the Addendum. The full and just sum of the Bond shall be as defined above and shall include the actual cost of purchasing and installing the ESCO equipment, job superintendent, and state sales tax. The Bond shall specifically exclude coverage for those portions of the Energy Services Agreement and/or Energy Services Agreement Addendum pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives, efficiency guarantees, and any other clauses which do not relate specifically to construction management and supervision of work for purchasing and installing of the ESCO Equipment or for work to be accomplished by the Owner. The Bond shall be with a Surety or Bonding Company that is registered with the State of Washington Insurance Commissioner's Office.

XVII. RENEGOTIATION

Both parties recognize that during the project implementation, the DES Energy Program Manager, Owner, and the ESCO may mutually agree to various modifications and that the energy savings may change as a result. Further, local code officials may require unanticipated changes to the project scope. In either event, both parties shall negotiate in good faith to restructure the project to maintain the intent of this Agreement.

XVIII. EXHIBITS AND TABLES

Please see attached exhibits & tables

A. TABLE 1 FINANCIAL ANALYSIS

PROJECT COSTS & ENERGY SAVINGS FOR SELECTED OPTIONS

PROJECT COSTS	Mech, Water, General	Lighting	Total Project Costs
Engineering Audit		\$ 5,170	\$ 5,170
Estimated Labor and Material Cost	\$ -	\$ 1,583,352	\$ 1,583,352
M,W,G Design @ 10.0% of Labor & Material	\$ -		\$ -
Lighting Design @ 6.0% of Labor & Material		\$ 95,001	\$ 95,001
Construction Mgt @ 6.0% of Labor & Material	\$ -	\$ 95,001	\$ 95,001
Bonding @ 2.0% of Labor & Material	\$ -	\$ 31,667	\$ 31,667
ESCO Overhead and Profit @ 18.0% of Labor & Material	\$ -	\$ 285,003	\$ 285,003
1st Year of Ameresco M&V			\$ 8,576
Subtotal:	\$ -	\$ 2,095,194	\$ 2,103,770
Construction Contingency @ 5.0% of CC	\$ -	\$ 79,168	\$ 79,168
Subtotal - Maximum Project Cost:	\$ -	\$ 2,174,362	\$ 2,182,938
Est. Sales Tax @ 9.4% of Material Cost	\$ -	\$ 128,343	\$ 129,149.61
0 Additional Years of M&V - Ameresco (includes tax)			\$ -
1 Years of M&V - DES			\$ -
DES Project Management Fees			\$ 60,000
TOTAL PROJECT PRICE:	\$ -	\$ 2,302,705	\$ 2,372,088
Estimated Utility Incentive	\$ -	\$ 217,640	\$ 217,640
Commerce Grant Request			\$ 500,000
Estimated Client Net Cost (excluding add'l years M&V)			\$ 1,654,448
Client Initial Cash Payment of Non-State Dollars			
Client Initial Cash Payment of State Dollars			\$ -
Amount to be Financed by Client:			\$ 1,654,448
Year 1 Estimated Cash Flow:			\$ (30,647)
Year 1 Cash Flow Based on Guaranteed Energy Savings (90%):			\$ (44,988)

ECONOMIC ASSUMPTIONS

Interest Rate :	3.03%
Financing Term:	12 years
Payments/year:	2
Est Annual Rate of Energy Increases:	1.50%
Savings Guarantee:	90%
NPV life:	10 years
Client Discount Rate:	2.0%
Reinvest Rate:	2.0%
Simple Payback Period Including Fees:	18.6
10 Yr Estimated Net Present Value	\$ (149,627)
10 Yr Estimated Modified Internal Rate of Return	-100%

OSPI/Commerce Metrics

Commerce Metrics	
Leverage Ratio:	3.74
Maint. Savings:	\$ 53,700
Simple Payback:	13.73

ANNUAL ENERGY SAVINGS	Mechanical	Water	Lighting	General	Total
Electrical Savings (kWh)	0	0	1,321,036	0	1,321,036
Electrical Savings (kW)	0	0	3,172	0	3,172
Nat Gas Savings (Therms)	0	0	0	0	0
Oil (DESI)	0	0	0	0	0
Propane (DESI)	0	0	0	0	0
Water Savings (CCF)	0	0	0	0	0
\$ Saved	\$ -	\$ -	\$ 88,905	\$ -	\$ 88,905

B. TABLE 2 CASH FLOW

II. PROJECT CASH FLOW FOR SELECTED OPTIONS

PROJECT SAVINGS BASED ON ESTIMATED ENERGY SAVINGS (100%)

Year ending Reference year	2014 0	2015 1	2016 2	2017 3	2018 4	2019 5	2020 6	2021 7	2022 8	2023 9	2024 10	2025 11	2026 12	2027 13	2028 14	2029 15	2030 16	2031 17	2032 18	2033 19	2034 20
Mechanical, General, and Water savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Savings:	\$ -	\$ 88,905	\$ 90,239	\$ 91,592	\$ 92,966	\$ 94,361	\$ 95,776	\$ 97,213	\$ 98,671	\$ 100,151	\$ 101,653	\$ 103,178	\$ 104,726	\$ 106,297	\$ 107,891	\$ 109,509	\$ 111,152	\$ 112,819	\$ 114,512	\$ 116,229	\$ 117,973
Lighting Maintenance Savings	\$ -	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506	\$ 54,506
Other Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings:	\$ -	\$ 143,411	\$ 144,744	\$ 146,098	\$ 147,472	\$ 148,866	\$ 150,282	\$ 151,718	\$ 153,176	\$ 154,656	\$ 156,159	\$ 157,683	\$ 159,231	\$ 160,802	\$ 162,396	\$ 164,015	\$ 165,657	\$ 167,325	\$ 169,017	\$ 170,735	\$ 172,478
Cumulative Savings:	\$ -	\$ 143,411	\$ 288,155	\$ 434,252	\$ 581,724	\$ 730,590	\$ 880,872	\$ 1,032,590	\$ 1,185,766	\$ 1,340,423	\$ 1,496,581	\$ 1,654,265	\$ 1,813,496	\$ 1,974,298	\$ 2,136,694	\$ 2,300,709	\$ 2,466,367	\$ 2,633,692	\$ 2,802,709	\$ 2,973,443	\$ 3,145,922

PROJECT SAVINGS BASED ON GUARANTEED ENERGY SAVINGS (90%)

Year ending	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Mechanical, General, and Water savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Savings:	\$ -	\$ 80,015	\$ 81,215	\$ 82,433	\$ 83,670	\$ 84,925	\$ 86,198	\$ 87,491	\$ 88,804	\$ 90,136	\$ 91,488	\$ 92,860	\$ 94,253	\$ 95,667	\$ 97,102	\$ 98,558	\$ 100,037	\$ 101,537	\$ 103,060	\$ 104,606	\$ 106,175
Lighting Maintenance Savings	\$ -	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055	\$ 49,055
Other Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings:	\$ -	\$ 129,070	\$ 130,270	\$ 131,488	\$ 132,724	\$ 133,980	\$ 135,253	\$ 136,546	\$ 137,859	\$ 139,191	\$ 140,543	\$ 141,915	\$ 143,308	\$ 144,722	\$ 146,157	\$ 147,613	\$ 149,092	\$ 150,592	\$ 152,115	\$ 153,661	\$ 155,230
Cumulative Savings:	\$ -	\$ 129,070	\$ 259,339	\$ 390,827	\$ 523,552	\$ 657,531	\$ 792,785	\$ 929,331	\$ 1,067,190	\$ 1,206,380	\$ 1,346,923	\$ 1,488,838	\$ 1,632,146	\$ 1,776,868	\$ 1,923,025	\$ 2,070,638	\$ 2,219,730	\$ 2,370,322	\$ 2,522,438	\$ 2,676,099	\$ 2,831,329

ANNUAL PROJECT COSTS

Amount Financed: \$ 1,654,448
Cash Payment: \$ -

Year ending	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Annual Financing Costs		\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ameresco Measurement and Verification	\$ -	\$ 8,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DES Measurement and Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Costs to Client	\$ -	\$ 174,058	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ 165,482	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NET ANNUAL CASH FLOW WHEN FINANCING PROJECT:

Year ending	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Cash Flow from Estimated Energy Savings (with inflation)	\$ -	\$ (30,647)	\$ (20,737)	\$ (19,384)	\$ (18,010)	\$ (16,615)	\$ (15,200)	\$ (13,763)	\$ (12,305)	\$ (10,825)	\$ (9,323)	\$ (7,798)	\$ (6,250)	\$ 160,802	\$ 162,396	\$ 164,015	\$ 165,657	\$ 167,325	\$ 169,017	\$ 170,735	\$ 172,478
Cumulative	\$ -	\$ (30,647)	\$ (51,384)	\$ (70,768)	\$ (88,778)	\$ (105,394)	\$ (120,594)	\$ (134,357)	\$ (146,662)	\$ (157,488)	\$ (166,811)	\$ (174,609)	\$ (180,859)	\$ (20,057)	\$ 142,339	\$ 306,354	\$ 472,012	\$ 639,337	\$ 808,354	\$ 979,088	\$ 1,151,566
Cash Flow from Guaranteed Energy Savings (with inflation)	\$ -	\$ (44,988)	\$ (35,212)	\$ (33,994)	\$ (32,757)	\$ (31,502)	\$ (30,228)	\$ (28,935)	\$ (27,623)	\$ (26,291)	\$ (24,939)	\$ (23,566)	\$ (22,174)	\$ 144,722	\$ 146,157	\$ 147,613	\$ 149,092	\$ 150,592	\$ 152,115	\$ 153,661	\$ 155,230
Cumulative	\$ -	\$ (44,988)	\$ (80,200)	\$ (114,194)	\$ (146,951)	\$ (178,453)	\$ (208,681)	\$ (237,616)	\$ (265,239)	\$ (291,530)	\$ (316,469)	\$ (340,035)	\$ (362,209)	\$ (217,487)	\$ (71,330)	\$ 76,283	\$ 225,375	\$ 375,967	\$ 528,083	\$ 681,744	\$ 836,974

C. TABLE 3 FULL LIST OF MEASURES

ECM #	Conservation Measure	Baseline				Proposed				Savings			Financials			
		Current Annual Use - Electrical		Current Electric Cost (\$)	Current Total Cost (\$)	Future Total Annual Use - Electric		Future Electric Cost (\$)	Future Total Cost (\$)	Annual Savings Electric		Annual Resource Savings (\$)	Labor/Mat'l Cost (\$)	Utility Incentive (\$)	Final Labor/Mat'l Cost (\$)	Simple Payback
		Consume (kWh)	Demand (kW)			Consume (kWh)	Demand (kW)			Consume (kWh)	Demand (kW)					
	City Wide Street Lighting															
	Lighting Conservation Measures															
SL-L1	PSE Streetlighting Retrofit/Replacement: Retrofit old fixtures with lower wattage LED technology.	31,500	90	\$ 2,769	\$ 2,769	12,726	36	\$ 1,119	\$ 1,119	18,774	54	\$ 1,650	\$ 26,528	\$0	\$ 26,528	16.07
SL-L2	Tacoma Power Streetlighting Retrofit/Replacement: Retrofit old fixtures with lower wattage LED technology.	746,130	2,132	\$ 43,240	\$ 43,240	299,943	857	\$ 19,806	\$ 19,806	446,187	1,275	\$ 23,434	\$ 606,494	\$99,500	\$ 506,994	21.63
SL-L3	Lakeview L&P Streetlighting Retrofit/Replacement: Retrofit old fixtures with lower wattage LED technology.	1,399,815	3,018	\$ 104,561	\$ 104,561	543,741	1,174	\$ 40,741	\$ 40,741	856,075	1,844	\$ 63,820	\$ 950,329	\$118,140	\$ 832,189	13.04

D. TABLE 4 SELECTED MEASURES

ECM #	Conservation Measure	Baseline				Proposed				Savings			Labor/Mat'l Cost (\$)	Utility Incentive (\$)	Final Labor/Mat'l Cost (\$)	Simple Payback
		Current Annual Use - Electrical		Current Electric Cost (\$)	Current Total Cost (\$)	Future Total Annual Use - Electric		Future Electric Cost (\$)	Future Total Cost (\$)	Annual Savings Electric		Annual Resource Savings (\$)				
		Consume kWh	Demand kW			Consume kWh	Demand kW			Consume kWh	Demand kW					
	City Wide Street Lighting															
	Lighting Conservation Measures															
SL-L1	PSE Streetlighting Retrofit/Replacement: Retrofit old fixtures with lower wattage LED technology.	31,500	90	2,769	\$2,769	12,726	36	\$1,119	\$1,119	18,774	54	\$1,650	\$26,528		\$26,528	16.07
SL-L2	Tacoma Power Streetlighting Retrofit/Replacement: Retrofit old fixtures with lower wattage LED technology.	746,130	2,132	43,240	\$43,240	299,943	857	\$19,806	\$19,806	446,187	1,275	\$23,434	\$606,494	\$99,500	\$506,994	21.63
SL-L3	Lakeview L&P Streetlighting Retrofit/Replacement: Retrofit old fixtures with lower wattage LED technology.	1,399,815	3,018	104,561	\$104,561	543,741	1,174	\$40,741	\$40,741	856,075	1,844	\$63,820	\$950,329	\$118,140	\$832,189	13.04

EXHIBIT 1 Bond Form (Incorporated herein (AIA A312))

EXHIBIT 2 Energy Services Agreement (Incorporated herein)



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

August 25, 2014

TO: Desiree S. Winkler, City of Lakewood

FROM: Laura Haima, Contracts Specialist, (360) 407-9362

RE: Authorization No. 2014-248 A (1)
Amendment No. 1
Project Title 2014 Street Lighting Energy Efficiency Measures

Ameresco, Inc.

SUBJECT: Funding Approval

The Department of Enterprise Services, E&AS, requires funding approval for the above referenced contract document(s). The amount required is as follows:

Design & Implementation of Energy Conservation Measures	\$475,005.00
First Year Measurement & Verification	\$ 8,576.00
Sales Tax	\$ 0.00
TOTAL	\$483,581.00

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the Facilities Division, Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

By _____ Date _____
Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.

2014248Aamd1fundlh



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

August 25, 2014

TO: Desiree S. Winkler, City of Lakewood
FROM: Laura Haima, Contracts Specialist, (360) 407-9362
RE: Contract No. 2014-248 G (1-1)
2014 Street Lighting Energy Efficiency Measures
Ameresco, Inc.
SUBJECT: Funding Approval

The Department of Enterprise Services, E&AS, requires funding approval for the above referenced contract document. The amount required is as follows:

ESCO Contract Amount	\$ 1,615,019.00
Sales Tax (9.4% material cost only)	\$ 129,201.52
Contingency Amount (with Tax)	\$ 79,116.48
Total	\$ 1,823,337.00

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the Facilities Division, Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

By _____ Date _____
Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.

ATTACHMENT #5

ESCO Contract No. 2014-248 G (1-1)
Project 2014 Street Lighting Energy
Efficiency Measures
Agency City of Lakewood
Date August 25, 2014

STATE OF WASHINGTON
ENERGY SERVICE COMPANY (ESCO) CONSTRUCTION CONTRACT
For the FACILITIES DIVISION, ENGINEERING & ARCHITECTURAL SERVICES

This Energy Service Company (ESCO) Construction Contract, made and entered into this 25th day of August, 2014, shall be the agreed basis of performing the following work by and between the State of Washington, City of Lakewood acting through the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as the Owner, and

Ameresco, Inc.
222 Williams Avenue South, Suite 100
Renton, WA 98057
Telephone (206) 522-4270
E-mail: emartino@ameresco.com

hereinafter referred to as the ESCO or Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The said ESCO agrees to furnish all permits, material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the attached Scope of Work, Energy Services Proposal dated May 13, 2014, for:

Energy Services Authorization No. 2014-248 A (1)
Master Energy Services Agreement No. 2013-133 B (2)

Audits and Proposals for this project were prepared by the ESCO according to the terms of the Contract Documents which include, but are not limited to, the Master Energy Services Agreement, Energy Services Authorization(s), the accepted Proposal, *Conditions of the Master Energy Services Agreement, Instructions to Bidders/General Conditions/Supplemental Conditions For State Facility Construction, EPC Modifications to Instructions to Bidders/General Conditions/Supplemental Conditions For State Facility Construction, Addenda, Specifications, Drawings, Bond, and this Construction Contract.*

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the ESCO has been officially notified to proceed and shall be substantially complete within 395 consecutive calendar days after the date of Notice to Proceed.

THIRD: The apprenticeship labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. Voluntary workforce diversity goals for this apprentice participation are identified in the *Instructions to Bidders* and *Supplemental Conditions*.

FOURTH: In consideration of the Performance of the Work, herein contained on the part of the ESCO, the Owner hereby agrees to pay the ESCO for said work completed according to the Contract Documents, for not more than the sum of \$1,615,019.00, plus 9.4% state sales tax consisting of the following:

ESCO Contract Cost	\$1,615,019.00
--------------------	----------------

The ESCO shall bond this contract at 100% of the construction contract cost, plus Washington State sales tax, per Section 2.04 of the General Conditions for Washington State Energy Savings Performance Contracting. The construction value plus contingency is a guaranteed maximum not-to-exceed cost and final payment to the ESCO shall be reconciled to reflect the actual installed cost provided it does not exceed the guaranteed maximum cost.

FIFTH: ESCO payments to subcontractors and materialmen shall not be contingent upon the ESCO receiving payment from the Owner. Unless otherwise agreed upon, payment to the ESCO shall be made only after completion of the energy efficiency measure(s) and the ESCO has issued a Notice of Commencement of Energy Savings and the Owner has accepted such Notice.

IN WITNESS WHEREOF: The said Department of Enterprise Services, Engineering & Architectural Services, has caused this ESCO Construction Contract to be subscribed in its behalf, and the said ESCO has signed this ESCO Construction Contract the day and year first above written.

ESCO:
Ameresco, Inc.

Owner:
City of Lakewood
acting through the
Dept. of Enterprise Services, Facilities Division
Engineering & Architectural Services

By _____
Name _____
Title _____
Date _____

By _____
Name William J. Frare, P.E.
Title Public Works Administrator
Date _____

Washington State Contractor's License No. AMEREI*004PZ
Federal Tax ID No. 04-3512838
UBI Number 602 062 980
MWBE Certification No. _____
E-mail address: emartino@ameresco.com
2014248Gconlh

August 25, 2014

SCOPE OF WORK

ESCO No. 2014-248 G (1-1)

2014 Street Lighting Energy Efficiency Measures
City of Lakewood

Furnish and install the energy efficiency measures, including any and all necessary ancillary equipment, as described in the City of Lakewood Energy Services Proposal dated May 13, 2014.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED January 20, 2014	TITLE: 1-Year Contract Extension for Indigent Defense Services	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE NO. <input type="checkbox"/> RESOLUTION NO. <input checked="" type="checkbox"/> MOTION NO. 2015-04 <input type="checkbox"/> OTHER
REVIEW:	ATTACHMENTS: Contract Amendment	

SUBMITTED BY: Adam Lincoln, Assistant to the City Manager

RECOMMENDATION: It is recommended that the City Council grant the City Manager the authority to extend the current indigent defense contract by one year.

DISCUSSION: The City of Lakewood’s contract public defense firm, Stewart MacNichols Harmell, Inc. P.S., has served the City since 1997. The existing contract with the firm allows for a one year extension, which would expire on January 31, 2016.

ALTERNATIVE(S): The City can provide for public defender services in a variety of ways and through any licensed attorney or firm. Stewart, MacNichols and Harmell, Inc., P.S. was originally selected through a competitive process and has extensive experience with Courts of Limited Jurisdiction and public defender work for suburban cities.

FISCAL IMPACT: . The updated contract includes a base rate of \$25,000 per month or \$300,000 per year plus an additional \$250 per case over 100 cases in any given month. In 2014, the City of Lakewood paid \$357,381 for the services of this firm. The 2015-2016 adopted Biennial Budget includes \$690,000 in support of indigent defense services.

Prepared by _____	
Department Director _____	City Manager Review

FIRST AMENDMENT TO AGREEMENT FOR INDIGENT DEFENSE SERVICES

The Agreement For Indigent Defense Services (“Agreement”), entered into on _____, between the City of Lakewood, a Washington municipal Corporation, (“City”) and Stewart MacNichols Harmell, Inc. P.S., a Washington professional services corporation, (“Contractor”).is amended as follows:

1. Paragraph II (Duration of Agreement) is amended to read as follows:

This Agreement shall terminate on January 31, 2016 unless extended in writing by the parties for an additional one-year term.

2. All other terms and conditions of the Agreement remain in effect.

CITY:

City of Lakewood

ATTORNEY:

**Stewart MacNichols
Harmell, Inc., P.S.**

Print Name: John J. Caulfield

Title: City Manager

Dated: _____

Print Name: _____

Title: _____

Dated: _____

Attest:

Alice M. Bush, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 20, 2015	TITLE: Humane Society for Tacoma and Pierce County Sheltering Agreement	TYPE OF ACTION: — ORDINANCE
REVIEW: January 20, 2015	ATTACHMENTS: Contract	— RESOLUTION — MOTION NO. 2015-05 — OTHER

SUBMITTED BY: Bret Farrar, Chief of Police

RECOMMENDATION: It is recommended that the Council authorize the City Manager to execute a contract with the Humane Society for Tacoma and Pierce County for sheltering services for the handling of stray, unwanted and impounded companion animals. The cost of the annual contract is \$108,260.00 a \$2,210.00 increase from the 2014 contract.

DISCUSSION: The increase from the prior year is due to inflationary costs for services provided. No new services are provided in this contract.

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

FISCAL IMPACT: Funding of the contract will be paid from the general fund. An amount totaling \$106,900 in 2015 and \$106,900 in 2016 was approved by the City Council in the 2015-2016 adopted Biennial Budget.

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

**AGREEMENT FOR
SHELTERING SERVICES 2015**

THIS AGREEMENT is 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 "City" and the Humane Society for Tacoma and Pierce County, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as "Society."

WITNESSETH:

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Term of Agreement: The term of this Agreement shall commence on the date hereof or on the 1st day of January, 2015, and shall terminate on the 31st day of December, 2015.
7. Compensation: As compensation for the Society's performance of the services provided for herein, the City shall pay the Society \$108,260.00 (\$110,760.00 less a \$2,500 license rebate) for shelter services for the calendar year 2015, which amount shall be paid in equal monthly payments of \$9021.67, due on the first day of the month for each month of the year 2015. The Society shall invoice the City in advance for services. Any payments postmarked 30 days after the due date may cause a suspension of service and will be assessed a 1% late fee. The Humane Society shall retain all adoption, impound, board, fines and other fees collected from the public for animals accepted into the shelter since the Society has factored retention of such fees into the cost of the contract.
8. Continuation of Performance: In the event that any dispute or conflict arises between the parties, other than a dispute over non-payment for services, while this Contract is in effect, the Society agrees that, notwithstanding such dispute or conflict, the Society shall continue to make a good faith effort to cooperate and continue to work toward successful completion of assigned duties and responsibilities. This does not preclude either party from exercising their rights as outlined under Section 16.
9. Administration of Agreement: This Agreement shall be administered by the Executive Director, on behalf of the Society, and by the City Manager of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

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

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

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

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

11. Insurance: The Society shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Society shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Society shall take out and maintain, in full force and effect, the following insurance policies:
 - A. Comprehensive public liability insurance, including property damage, insuring the City and the Society against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance of the Society of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.
 - B. Such workmen's compensation and other similar insurance as may be required by law.
 - C. Professional liability insurance with minimum liability limits of \$1,000,000.00.
12. Indemnification: Except as otherwise provided in Section 5, Paragraph C, herein above, the Society shall defend, indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Society, its officers, agents, employees, or any of them, relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City and the Society and their respective officers, agents, and employees, or any of them, the Society shall satisfy the same to the extent that such judgment was due to the Society's negligent acts or omissions.
13. Assignment: Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
14. Amendment, Modification, or Waiver: No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by

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

15. Termination and Suspension: The Humane Society may terminate this Agreement upon ninety (90) (30) days written notice to the other party. The City of Lakewood may terminate this agreement upon ninety (90) days written notice to the other party.
16. Parties in Interest: This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors, and their sureties.
17. Costs to Prevailing Party: In the event of such litigation or other legal action, to enforce any rights, responsibilities, or obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable costs and attorneys' fees.
18. Applicable Law: This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be Pierce County, State of Washington.
19. Captions, Headings and Titles: All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.
20. Severable Provisions: Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.
21. Entire Agreement: This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings between the parties with respect to such subject matter.

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

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

CITY OF LAKEWOOD

**HUMANE SOCIETY FOR
TACOMA AND PIERCE COUNTY**

Kathleen Olson

City Manager

Kathleen Olson, Executive Director

Date

Date

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: January 19, 2015	TITLE: Chambers Creek Canyon Trail Interlocal Agreement	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2015-06 — OTHER
REVIEW: January 12, 2015	ATTACHMENTS: Chambers Creek Canyon Trial Interlocal Agreement	

SUBMITTED BY: Mary Dodsworth, Parks, Recreation and Community Services Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to sign an interlocal agreement between the cities of University Place and Lakewood and Pierce County for cooperative planning design and construction of the Chambers Creek Canyon Trail.

BACKGROUND: The development of trails along the Pierce County owned Chambers Creek properties was included in the 1997 Chambers Creek Properties Master Site Plan. In 2012 Pierce County and the cities of Lakewood and University Place met to discuss how we could work together in this area. In 2013 we co-hosted an open house which focused on potential trail development in the Chambers Creek Canyon. The City was represented and staffed various display and comment stations. Discussion included trail specifications, access, linkages, environmental impact, safety, volunteer projects and community support. The Chambers Creek Canyon trail project was discussed several times over the years by the PRAB and was included in the City’s Legacy Plan and six year Capital Improvement Plan.

DISCUSSION: Lakewood, UP, Pierce County and other agencies have continued to meet to discuss how a trail plan can be developed and funded. Since resources are limited for all agencies, staff recommended we apply for grants. In order to be competitive it was determined that more specific planning is needed regarding trail locations, design standards and cost estimates. An interlocal agreement was created which outlines how the multiple communities and agencies can work together in designing and developing a more detailed trail plan.

ALTERNATIVE(S): 1. The City can choose to participate in the process by signing the ILA. This would give the City input on trail specifications, costs, impacts and expectations.
 2. The City could choose to not to sign the ILA which could limit Lakewood’s input on development on public space adjacent to city property.

FISCAL IMPACT: Although the agreement suggests the City may contribute to the planning process, the agreement doesn’t require a specific financial contribution. Council did appropriated \$25,000 towards this project in the 2015 parks capital budget.

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

**INTERLOCAL AGREEMENT FOR COOPERATIVE PLANNING,
DESIGN AND CONSTRUCTION OF THE CHAMBERS CREEK CANYON TRAIL**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into this ____day of, 2015, by and between the City of University Place, (hereinafter also referred to as "UP"), City of Lakewood (hereinafter also referred to as "Lakewood"), and Pierce County (hereinafter also referred to as "County"); collectively referred to in this Agreement as the "Parties" and singularly referred to as a "Party."

BACKGROUND

- A. The County and UP own certain real property in Chambers Creek Canyon where the north side of the canyon lies in UP and the south side of the canyon lies in Lakewood. The dividing line between the two cities is the center line of Chambers Creek.
- B. In 1997, following an extensive public process, the County adopted the Chambers Creek Properties Master Site Plan which included a proposed trail extending from an existing trailhead on Chambers Creek Road at the west end of the trail up the canyon on both the north and south sides.
- C. In June of 1997 the City of University Place adopted its first Parks, Recreation and Open Space Plan ("UP PROS Plan") citing the Chambers Creek Properties Master Site Plan and describing the Chambers Creek Canyon Trail in detail. The Trail is identified as a future component of the UP park system in the 2007 and 2014 UP PROS Plan updates.
- D. On June 19, 2000, the County, UP and Lakewood entered into a Joint Procedural Agreement to facilitate and develop the Chambers Creek Properties, including a trail in Chambers Creek Canyon ("Trail").
- E. In 2004, with the help of the Washington State Recreation and Conservation Office and Pierce County Conservation Futures, UP purchased the Kobayashi property, which is proposed to be the location of the eastern end of the Trail.
- F. On August 6, 2012 the UP City Council adopted Resolution 696, Council Goals for 2013 – 2014. Included within the 2013 – 2014 Goal of improving parks and recreation, the City Council listed as desired outcomes: To develop an implementation plan for the development of the Leach Creek/Chambers Creek Trail and commence construction of the Phase 1 Leach Creek/Chambers Creek Trail (funding dependent).
- G. On January 29, 2013, the County, UP and Lakewood jointly held a Trail open house attended by 80 people from surrounding communities where there was broad support for development of the Trail.
- H. In April 2013, the County provided UP with a right to access its properties for the purpose of surveying a proposed trail alignment.
- I. In October 2013, the County released the Draft Pierce County 2014 Parks, Recreation, and Open Space Plan ("County PROS Plan") in which the lower portion of the Trail is

identified as a proposed Regional Trail and the upper portion as a Regional Trail Link. The County PROS Plan indicates trail development is a high priority and includes capital improvements for the Trail.

- J. On November 26, 2013 the County, UP and Lakewood staff completed the Draft Chambers Creek Canyon Trail Plan attached hereto as Exhibit A and agreed the next step in trail implementation would be to enter into an interlocal agreement for the planning and design of the Trail.
- K. On March 3, 2014 the City of Lakewood adopted the Lakewood Legacy Plan, a long range strategic parks, recreation and open space plan, which emphasized creating safe access to open space through a connected system of urban, non-motorized trails. The Chambers Creek properties were identified as important regional assets.
- L. The Parties have mutually determined that the public interest would be best served by the Parties working collaboratively on the Trail between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road, including trail connections to street ends on both sides of the canyon, boardwalks crossing sensitive areas in the canyon, and two pedestrian bridge crossings between the north and south sides of the canyon.
- M. This Agreement is entered into pursuant to RCW 39.34 (Interlocal Cooperation Act). The Parties represent that under state law, including but not limited to RCW 35.75, RCW 36.34.340, RCW 36.75.060, RCW 36.89.030, RCW 47.01.260 and RCW 67.20.010, they each have authority to perform the services, activities, and undertakings contemplated herein.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

- 1. INCORPORATION OF RECITALS. Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.
- 2. PURPOSE. The Purpose of this Agreement is to establish a framework for the Parties to cooperate and participate in the planning, design and permitting work for the Trail, boardwalk and bridges and associated trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Trail located between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road.
- 3. PARTIES' ROLES. The Parties' roles are as follows:
 - 3.1 University Place. In accordance with the Joint Procedural Agreement, UP will act as the lead agency and provide the project management necessary for planning, design and permitting work of the trail, boardwalk and bridges and associated Trail connections and amenities as necessary. UP will participate in funding and the grant application process, and will provide right-of-access to lands it owns in the canyon as set forth more fully below. As the lead agency, University Place

will be advised and informed by the Designated Representatives identified in Section 5.

3.2 Lakewood. Lakewood will cooperate and participate in the planning, design and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary. Lakewood will participate in funding and the grant application process.

3.3 Pierce County. Pierce County will cooperate and participate in the planning, design, and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary. The County will participate in funding, the grant application process and provide right-of-access to lands it owns in the canyon as set forth more fully below.

3.4 This Agreement covers the planning, design and permitting work on this project leading to construction of the Trail. This Agreement is not intended to address all of the construction, operation and maintenance phases of the Trail project. If grants and other funding resources become available and are awarded for construction of the Trail, boardwalks, bridges, Trail connections and amenities, the Parties fully contemplate that further amendments to this Agreement will be necessary to further define roles and responsibilities regarding the construction, operation and maintenance of the Trail and its components.

4. TERM. The term of this Agreement shall be three (3) years, commencing on the 1st day of April 2014, and terminating on the 31st day of March 2017, unless sooner terminated as provided in Section 9.

5. DESIGNATED REPRESENTATIVES

City of University Place:

Gary Cooper, Director
Parks and Public Works
City of University Place
4951 Grandview Drive West
University Place, WA 98467
Phone: 253.460.6494

City of Lakewood:

Mary Dodsworth, Director
Parks, Recreation and Community Services
City of Lakewood
6000 Main Street S.W.
Lakewood, WA 98499-5027
Phone: 253-859-2489

Pierce County:

Tony Tipton, Director
Parks and Recreation Services
Pierce County
9112 Lakewood Drive S.W.
Lakewood, WA 98499-3998
Phone: 253-798-4250

6. RELATIONSHIPS AMONG THE PARTIES.

6.1 Finance of Trail Design. The Parties anticipate that they will each voluntarily contribute capital improvement program ("CIP") or other funds toward the initial design of the Trail project, in amounts to be determined later. Nothing in this Agreement obligates any Party to fund any aspect of the Trail project contemplated herein. However, once a Party voluntarily commits to contribute particular funds towards the Trail design, then such Party will be obligated to contribute such funds unless and until the Parties mutually negotiate another outcome. Parties that commit to contribute funds toward Trail design are termed "Funding Parties" for purposes of this Agreement.

6.2 Manner of Collecting, Holding, and Accounting for Money. As the lead agency, University Place will provide budget and accounting documentation to Funding Parties. University Place's budget and accounting documentation will be consistent with generally accepted accounting principles as well as any additional guidance provided by the Parties through the Designated Representatives. During the Trail design process, University Place will invoice the Funding Parties in advance of actual expenditures, on a quarterly basis or such other basis as the Parties may decide. The invoice will show the sum total of funds requested for the coming quarter or other period, each Funding Party's share of that total, and will identify the proposed expenditures by cost category, activity code or such other criteria as the Parties may agree upon. The Funding Parties will provide funds to University Place within thirty (30) calendar days of invoice receipt. University Place will deposit the funds in a CIP account, from which University Place may expend funds on the Trail project.

University Place will also prepare and distribute to all Parties, on a quarterly basis or such other basis as the Parties may decide, a receipt or accounting statement showing the actual expenditures from the immediate preceding quarter and the current account balance, if any. Furthermore, University Place will cooperate with individual Parties to meet any other specific accounting or bookkeeping requirements they may have.

6.3 Parties' Options Not Limited. Nothing in this Agreement shall limit the Parties' legal rights or remedies, or their broader freedom to creatively resolve the contingencies addressed in this section or other contingencies not contemplated in this Agreement; PROVIDED, that the Parties shall attempt to work cooperatively in good faith through the Designated Representatives as set forth above; and provided further, that in the event of a dispute they shall first utilize the dispute resolution process set forth in Section 9 below.

7. RIGHT OF ENTRY

- 7.1 County-Granted Right of Entry: The County hereby grants UP and Lakewood, their employees, agents, contractors and consultants an irrevocable right to enter and use the real property described as tax parcels 0220224001, 0220271001, 0220271008, 0220271011, 0220271013, 0220271045, 0220271064, 0220272012, 0220272030, 0220275015, 0220275016, 0220275017, 0220281037, 0220281040, 0220281041, 0220282015, 0220282016, 0220283013, 0220285023, 0220291009, 0220294019, 0220294020, 0220294023, 0220294024, 9085900590, 0220282009, 0220272029, 0220282019, 0220291020 and 6430493940 ("Property") for the purpose of planning, design and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Trail located between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road.
- 7.2 UP-Granted Right of Entry: UP hereby grants to the County and Lakewood, their employees, agents, contractors and consultants an irrevocable right to enter and use the real property described as tax parcels 0220271072, 0220271069, 0220281034, 4002910220 and 4002640190 ("Property").
- 7.3 Maintenance of Properties: These rights of entry shall commence on the date of this Agreement and shall expire on December 31, 2017 unless earlier terminated by the grantees. Prior to its expiration, all grantees will return the property to a condition reasonably comparable to the condition of the Property prior to the effective date of this Agreement, except to the extent that changes to the condition of the Property did not occur as a result of an act of any grantee, its employees, agents, contractors, or consultants. Gates will be secured, and fences, if temporarily removed, shall be replaced. All excavations shall be filled and leveled. There shall be no cutting or removal of paved surfaces without prior notice and written approval by the appropriate grantors.
- 7.4 Access: Access will typically be by foot, light duty truck or car along common access ways or trails and with prior notice in a manner mutually agreed upon. No vehicles larger than a light duty pick-up truck shall be permitted on the Property without prior notice and written approval by the appropriate grantor. All grantees understand the Property includes an active trail used by the general public and the rights herein granted shall at all times be exercised in a manner that does not unreasonably interfere with the use of the Property by the grantors.

8. HOLD HARMLESS AND INDEMNITY AGREEMENT

Each party (the Indemnitor) agrees to defend, indemnify and save harmless each other (the Indemnitees), their board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims for damages, penalties or other relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for

the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **TERMINATION.** This Agreement is subject to termination based upon the following:

9.1 Necessity. In the event that any of the parties determines that termination of this Agreement is necessary due to lack of funding or any other reason that justifies termination, one of the parties shall give the other Parties thirty (30) days' written notice of termination of this Agreement. Upon termination of the Agreement, all Parties shall be released from any future funding or other obligations related to this Agreement.

9.2 Default. By reason of a breach of this Agreement by a Party, the other Parties may terminate this Agreement; provided that written notice specifying the breach, and thirty (30) days to cure the breach is given, and thereafter, in the absence of a substantial cure, the dispute resolution procedures set forth in Section 11 below are followed. The notice and dispute resolution requirements do not apply where protection of the public's health, welfare, or safety requires immediate termination.

9.3 Lack of Appropriation. Any Party's obligation under this Agreement that may extend beyond the current appropriation year is expressly conditioned upon that Party's legislative appropriation of sufficient funds to support the activities described in this Agreement. If the Party's legislative body does not appropriate sufficient funds for those purposes, then that Party's participation under this Agreement shall terminate automatically at the end of the current appropriation year.

9.4 Public Convenience. Any Party other than University Place, may withdraw from the Agreement for public convenience upon thirty (30) calendar days' written notice, provided that to the extent each Party has obligated itself to provide funding for the Trail project, that funding obligation shall survive the termination of the Agreement and funding shall continue to be provided by the Party until the end of the Party's current appropriation year, after which the Party shall have no further funding obligation to the Trail project.

- 9.5 Account Close-Out If Project Abandoned. If, for any reason, the Trail project is abandoned or otherwise terminated before the Trail design is completed, then University Place will settle up all remaining obligations, close out the project account, liquidate or return personal property consistent with applicable surplus requirements, provide a final account summary to the other Funding Parties, and return any unspent funds on a prorated basis that reflects each Funding Party's relative contribution to the project.
10. **NO SEPARATE ENTITY CREATED.** This Agreement does not create any separate legal or administrative entity. This Agreement shall be administered by the Director of Parks and Public Works for the City of University Place, the Parks, Recreation and Community Services Director for the City of Lakewood, and the Director of Parks and Recreation Services for Pierce County. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.
11. **DISPUTE RESOLUTION.** Unless otherwise specified, disputes regarding any matter contained herein shall be referred to the City Managers or their designees for the Cities of University Place and Lakewood and to the Pierce County Executive or designee for Pierce County for mediation and/or settlement. Any controversy or claim arising out of, or relative to this Agreement or the alleged breach thereof that cannot be resolved by the Lakewood and University Place City Managers and the Pierce County Executive or their designees may be submitted to a mediator to resolve disputes should the Parties agree to utilize the services of a mediator. The cost of mediating a dispute shall be borne equally by all the Parties.
12. **NOTICE.** Any written notice, which is required or permitted regarding this Agreement, shall be given by U.S. first-class mail or by personal delivery to the designated representative of the Party which is the intended recipient of the notice at its address as set forth in Section 5 – Designated Representatives.
13. **ENTIRE AGREEMENT.** This Agreement contains the Parties' entire understanding with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.
14. **AMENDMENTS IN WRITING.** Any amendment or modification of this Agreement must be in writing and executed by the Parties agreeing thereto.
15. **NO CONTINUING WAIVER OF DEFAULT.** The waiver of any default under any provision of this Agreement must be in writing to be valid and shall not constitute a waiver of any other default, whether of the same or of any other provision.
16. **LEGISLATIVE APPROVAL.** The Interlocal Cooperation Act, Chapter 39.34 RCW, requires that this Agreement be approved by the Parties' legislative bodies prior to execution. The Parties hereby affirm their intent to use their best efforts to seek timely approval of the Agreement by their respective legislative bodies.

17. **APPLICABLE LAW.** This Agreement shall be construed under the laws of the State of Washington.
18. **VENUE.** Venue for any lawsuit arising out of this Agreement or for any action to enforce any term of this Agreement shall be Pierce County, Washington.
19. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
20. **ASSIGNABILITY; TERMS AND CONDITIONS BINDING ON SUCCESSORS AND ASSIGNS.** Any or all of the rights and obligations of a Party to this Agreement may be assigned and delegated to other persons, firms, or corporations only with the express written consent of the other Parties. This Agreement shall be binding on such approved assignees and delegates.
21. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall create or be construed to create any rights, duties, obligations, or cause of action in any person not a party to it.
22. **NO RESTRICTION ON POLICE POWERS.** Nothing in this Agreement shall diminish any of the Parties' governmental or police powers.
23. **SEVERABILITY.** If any provision of this Agreement is deemed unlawful or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall be in full force and effect with the automatic addition of a provision as similar in its terms to such illegal or unenforceable provision as may be possible to make such provision legal and enforceable.

EXECUTED THIS _____ DAY OF _____, 2015.

City of University Place

City of Lakewood

By: _____

By: _____

TITLE: City Manager

TITLE: City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

University Place City Attorney

APPROVED AS TO FORM:

Lakewood City Attorney

Pierce County

By: _____

TITLE: _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney