



## LAKEWOOD CITY COUNCIL AGENDA

Monday, November 15, 2021

7:00 P.M.

City of Lakewood

City Hall Council Chambers will **NOT** be open for this meeting. This will be a virtual meeting **ONLY**.

Residents can virtually attend City Council meetings by watching them live on the city's YouTube channel: <https://www.youtube.com/user/cityoflakewoodwa>

Those who do not have access to YouTube can participate via Zoom by either visiting <https://us02web.zoom.us/j/86872632373> or calling by telephone: Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373.

**Virtual Comments:** If you would like to provide virtual Public Comments or Testimony on Public Hearings during the meeting, you will need to join the Zoom meeting as an attendee by calling by telephone Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373 or visiting <https://us02web.zoom.us/j/86872632373>.

**By Phone:** For those participating by calling in by telephone (+1(253) 215- 8782 and enter participant ID: 868 7263 2373), to use the "Raise Hand" feature press \*9 on your phone, to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in you may need to press \*6 to unmute yourself. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

**By ZOOM:** For those using the ZOOM link (<https://us02web.zoom.us/j/86872632373>), upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak.

Outside of Public Comments and Public Hearings, all attendees on ZOOM will continue to have the ability to virtually raise your hand for the duration of the meeting. You will not be acknowledged and your microphone will remain muted except for when you are called upon.

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Page No.

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### PROCLAMATIONS AND PRESENTATIONS

- (5) 1. Proclamation declaring November as Native American Heritage month.  
– *Nisqually Tribal Council*

*Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.*

- (6) 2. Presentation of the 2022 Stormwater Outreach Calendar.  
– *Evergreen Elementary School*
3. Business Showcase. – *Craft Theory*
4. Sound Transit Access Improvements Update. – *Katie Drewel and Zachary Eskenazi*

## **PUBLIC COMMENTS**

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

- (33) A. Approval of the minutes of the City Council study session of October 25, 2021.
- (38) B. Approval of the minutes of the City Council meeting of November 1, 2021.
- (46) C. Motion No. 2021-84  
  
Authorizing the award of a construction contract to Axum General Construction, in the amount of \$363,828.33, for the construction of the Steilacoom Boulevard SW from Weller Road to Phillips Road project.
- (49) D. Motion No. 2021-85  
  
Authorizing the execution an amendment to the agreement with Olson Bros. Pro-Vac for vactor cleaning services.
- (52) E. Motion No. 2021-86  
  
Accepting a grant from the State of Washington and authorizing the execution an agreement with the Recreation Conservation Office (RCO) for the Fort Steilacoom Park Turf Infield project.
- (74) F. Motion No. 2021-87  
  
Accepting grants from the State of Washington and authorizing the execution of agreements with the Recreation Conservation Office (RCO) and the Department of Commerce for the American Lake Waterfront Access Improvement project.
- (97) G. Motion No. 2021-88  
  
Approving the 2022 Human Service funding allocations.

(99) H. Motion No. 2021-89

Approving the 2022 Lodging Tax funding allocations.

(113) I. Motion No. 2021-90

Approving the 2021 Accounts Receivable Write-Off's.

(114) J. Motion No. 2021-91

Accepting a \$25,000 donation from Amazon to support City of Lakewood special events and the South Sound Military & Communities Partnership (SSMCP).

## (115) K. Items filed in the Office of the City Clerk:

1. Landmarks and Heritage Advisory Board meeting minutes of September 23, 2021.
2. Planning Commission meeting minutes of October 20, 2021.

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

### ORDINANCE

(119) Ordinance No.760

Amending the 2021-2022 Biennial Budget.

(161) Ordinance No.761

Amending the 2021-2022 Biennial Budget, approving the American Rescue Plan Act (ARPA) Program Budget.

(179) Ordinance No.762

Relating to ad valorem property taxes; establishing the amount to be raised in 2022 by taxation on the assessed valuation of the property of the City; and setting the property tax levy rate for 2022.

(187) Ordinance No.763

Establishing a Special Revenue Fund, "ARPA Fund" in the City's budget.

(190) Ordinance No.764

Establishing an "Economic Development Opportunity Fund" within the General Fund Ending Fund Balance Reserves.

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<http://www.cityoflakewood.us>

(193) Ordinance No.765

Establishing a Capital Project Fund “Real Estate Excise Tax” in the City’s budget.

**RESOLUTION**(196) Resolution No. 2021-13

Setting the City of Lakewood 2022 Fee Schedule.

(243) Resolution No. 2021-14

Establishing the 2022 Docket of Comprehensive Plan Land Use / Zoning Map and policy amendments.

**UNFINISHED BUSINESS****NEW BUSINESS**(304) Motion No. 2021-92

Authorizing the execution of an agreement with BERK Consulting, in the amount of \$59,890, to update the City’s tree preservation code.

**REPORTS BY THE CITY MANAGER**

(345) Review of interlocal agreement for the Lakewood Drive project.

(355) Colonial Plaza Public Art Update.

**CITY COUNCIL COMMENTS****ADJOURNMENT**



# CITY OF LAKEWOOD



## PROCLAMATION

**WHEREAS**, the Nisqually and Steilacoom people were the first inhabitants of what is now the City of Lakewood, using the prairie lands as a ready source of food and a gathering place; and

**WHEREAS**, Indigenous peoples contributions are woven deeply into our City's rich tapestry; and

**WHEREAS**, Indigenous people have influenced every stage of our City's development; and

**WHEREAS**, Indigenous people have played a vital role in our community and their contributions have enhanced the prosperity and greatness of the City today; and

**WHEREAS**, the City acknowledges that every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history which led to this moment; and

**WHEREAS**, the City would like to recognize that we are on the lands of the Nisqually and Steilacoom people, and acknowledge the history of dispossession that allowed for the growth of our community; and

**WHEREAS**, the City offers respect to the Nisqually and Steilacoom people and their Elders, past, present, and emerging; and

**WHEREAS**, Indigenous people have participated in every major U.S. military encounter from the Revolutionary War to recent conflicts in the Middle East, serving at a higher rate in proportion to their population than any other ethnic group; and

**WHEREAS**, Indigenous people are a testament to the deep importance of culture and vibrancy of traditions, passed down throughout generations; and

**WHEREAS**, our community reaffirms its commitment to respect and preserve the traditions and culture and to honor the unique heritage of our first inhabitants; and

**WHEREAS**, the City recognizes our responsibility to value all people and are committed to equitably serving all people in our diverse community.

**NOW, THEREFORE, BE IT RESOLVED** that the Lakewood City Council does hereby proclaim November, 2021 as

## Native American Heritage Month

in the City of Lakewood and calls upon all residents to commemorate this month with appropriate programs and activities.

PROCLAIMED this 15<sup>th</sup> day of November, 2021.

Don Anderson, Mayor



To: Mayor and City Councilmembers

From: Diana Halar, Compliance Inspector

Through: John J. Caulfield, City Manager

Date: November 15, 2021

Subject: 2022 Stormwater Outreach Calendar

Every year the City of Lakewood Public Works Engineering Department, SWM Division creates a Stormwater Outreach Calendar. We work with a different elementary school in the Clover Park School District, this marks our 11<sup>th</sup> year. Evergreen Elementary on Joint Base Lewis McChord was the school chosen for the 2022 calendar.

Due to COVID 19, we created a YouTube video to educate the students on stormwater issues, in the past, we did assembly style in-person outreach. This did add an extra challenge to the program, because on-line teaching is harder than in person.

Some of the messages were:

- Pollution prevention/ illegal dumping
- Fish friendly car washing
- Picking up your dog waste
- Where does stormwater really go?
- Using less fertilizers in your yard – Natural yard care

For the 2022 calendar, 18 pieces of art were chosen, one for the cover, 15 for the months (some months got two photos) and 2 honorable mentions. We had 1000 calendars printed, of which approximately 350 were given to the elementary school, 200 will be provided to the Lakewood Chamber of Commerce for distribution and the rest to the local businesses that deal with environmental and storm water issues.

In addition to meeting one of our National Pollutant Discharge Elimination System (NPDES) Permit Requirements, this program also met the First Unique Element Requirement of the Interagency Agreement between the State of Washington Department of Ecology Pollution Prevention Assistance Program and The City of Lakewood.

# City of Lakewood Stormwater Pollution Prevention Calendar

All city events are subject to change for various reasons. Please follow us on twitter, facebook or check City's website for event updates.

# 2022

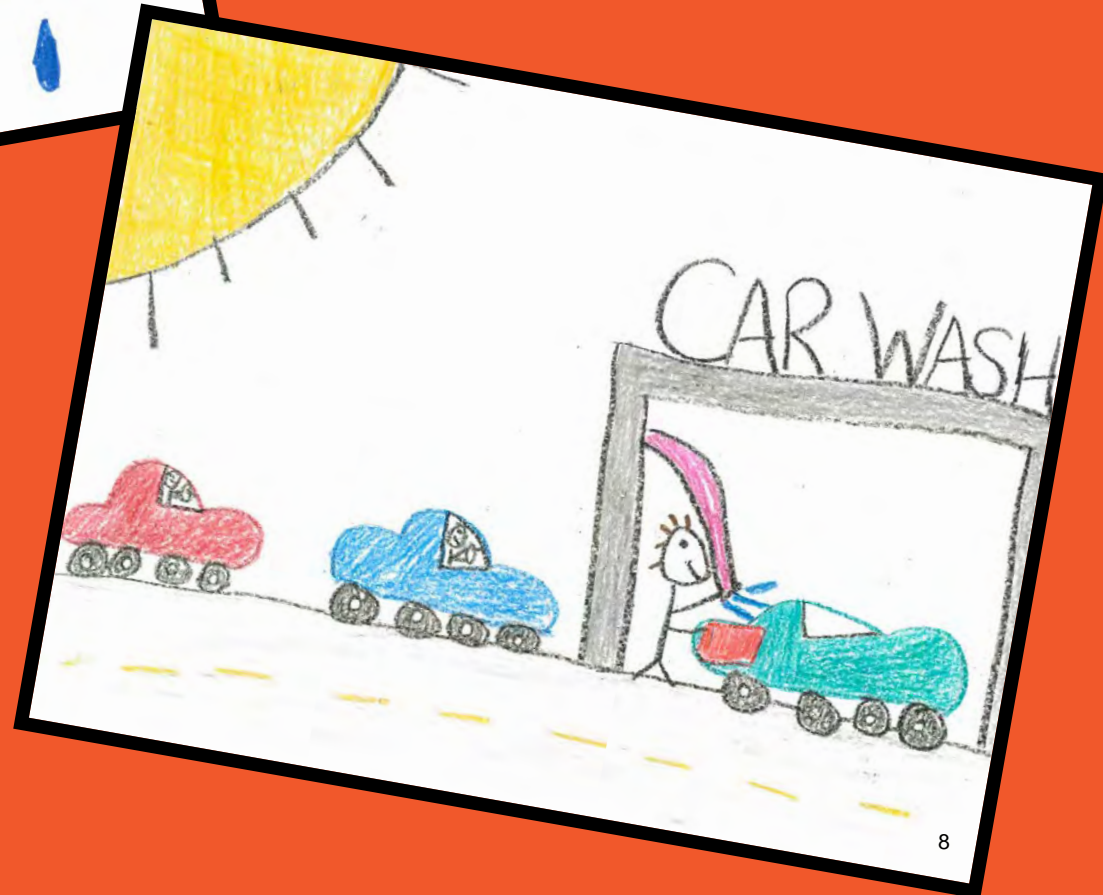


Artwork Courtesy of Cavan Steele  
Evergreen Elementary - 2nd Grade





Have you ever wondered where rainwater goes after it hits your roof, yard, driveway and streets? In case you did not know, it flows into storm drains and directly into our streams, rivers, lakes and eventually into Puget Sound. The water enters the storm drain and does not go to the wastewater treatment plant. Do your part and keep our stormwater clean!



# January 2022

Artwork Courtesy of Amaya Threats (both drawings)  
Evergreen Elementary - 5th Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
REEL Life Film Competition Winter 2022 (January - March)						New Year's Day  1
2	3	4	5	6	7	8
9	10	11	12	13	14	City of Lakewood Martin Luther King Celebration  15
16	Martin Luther King Day  17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



Wash your car on a lawn or at a licensed facility. Car wash water contains dirt, road grime, heavy metals, oils and soaps which are toxic to fish and aquatic life. Contact the City of Lakewood at (253) 589-2489 for more information regarding charity car washes.

# February 2022

Artwork Courtesy of Leanna Campbell  
Evergreen Elementary - 5th Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
REEL Life Film Competition Winter 2022 (January - March)			Groundhog Day			
		1	2	3	4	5
6	7	8	9	10	11	Lincoln's Birthday 12
13	Valentine's Day 14	15	16	17	18	19
20	President's Day 21	22	23	24	25	26
27	28					





Read Across America

Evergreen Elementary celebrates the love of reading this month with fun and engaging activities that highlight the variety of reading genres.

Do your part; clean up after your pets, maintain your cars  
- stop them from leaking, use less fertilizer and pesticides,  
throw your garbage in the trash, wash your car in the  
grass or gravel and remember  
**ONLY RAIN DOWN THE DRAIN!!!**



# March 2022

Artwork Courtesy of Isabella Bean  
Evergreen Elementary - 4th Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
REEL Life Film Competition Winter 2022 (January - March)		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	Saint Patrick's Day 	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## Month of the Military Child

Evergreen Elementary is proud to recognize all military-connected children this April, during Month of the Military Child. Each year we join our country in celebrating the resiliency of military-connected children for their tremendous service and sacrifice at home in the U.S. and overseas.



Think before using pesticides and herbicide sprays, use only as needed. Remember that rain can wash the excess chemicals to storm drains, creeks and into Puget Sound!

# April 2022

Artwork Courtesy of Kelsey Enriquez  
Evergreen Elementary - 4th Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	Tax Day	16
Easter 	18	19	20	21	22	Lakewood Parks Appreciation Day. Check City website for site location. 
24	25	26	27	28	29	30



## Celebration of Family

Evergreen Elementary recognizes the diversity of families supporting the Evergreen learners - we celebrate the adults who love and care for these amazing children!



Don't litter - Litter and garbage make their way down storm drains and harm wildlife while polluting the water. Trash goes into garbage cans and we should recycle when we can to help keep litter out of our streams, lakes and Puget Sound.



# May 2022

Artwork Courtesy of Aiden Minguela - Rivera  
Evergreen Elementary - 4th Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
Mother's Day 	9	10	11	12	13	Saturday Street Festivals on the Plaza Motor Ave 4:00 - 8:30pm 14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	Memorial Day 30	31				



Have you ever wondered where rainwater goes after it hits your roof, yard, driveway and streets? In case you did not know, it flows into storm drains and directly into our streams, rivers, lakes and eventually into Puget Sound. The water enters the storm drain and does not go to the wastewater treatment plant. Do your part and keep our stormwater clean!

# June 2022

Artwork Courtesy of Tony Rincon - Perez  
Evergreen Elementary - 4th Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park 3	4
5	6	7	8	9	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park 10	Saturday Street Festivals on the Plaza Motor Ave 4:00 - 8:30pm 11
12	13	Flag Day 14	15	16	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park 17	18
Father's Day  19	20	21	22	Summer Concert Series Ft. Steilacoom Park 23	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park 24	25
26	27	28	29	30		





Just Doo it; Clean up after your pet. Cleaning up after your pet can be as simple as taking plastic bags along with you on your next walk. Use the bag to pick up the waste. Tie the bag closed and place it in the trash.



# July 2022

Artwork Courtesy of Elizabeth England  
Evergreen Elementary - 4th Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park  1	2
3	Independence Day 4	5	6	7	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park 8	9
10	11	12	13	Summer Concert Series Ft. Steilacoom Park 14	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park 15	16
17	18	19	20	Summer Concert Series Ft. Steilacoom Park 21	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park 22	SummerFEST Ft. Steilacoom Park 23
24	25	26	27	Summer Concert Series Ft. Steilacoom Park	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park	30
31				28	29	



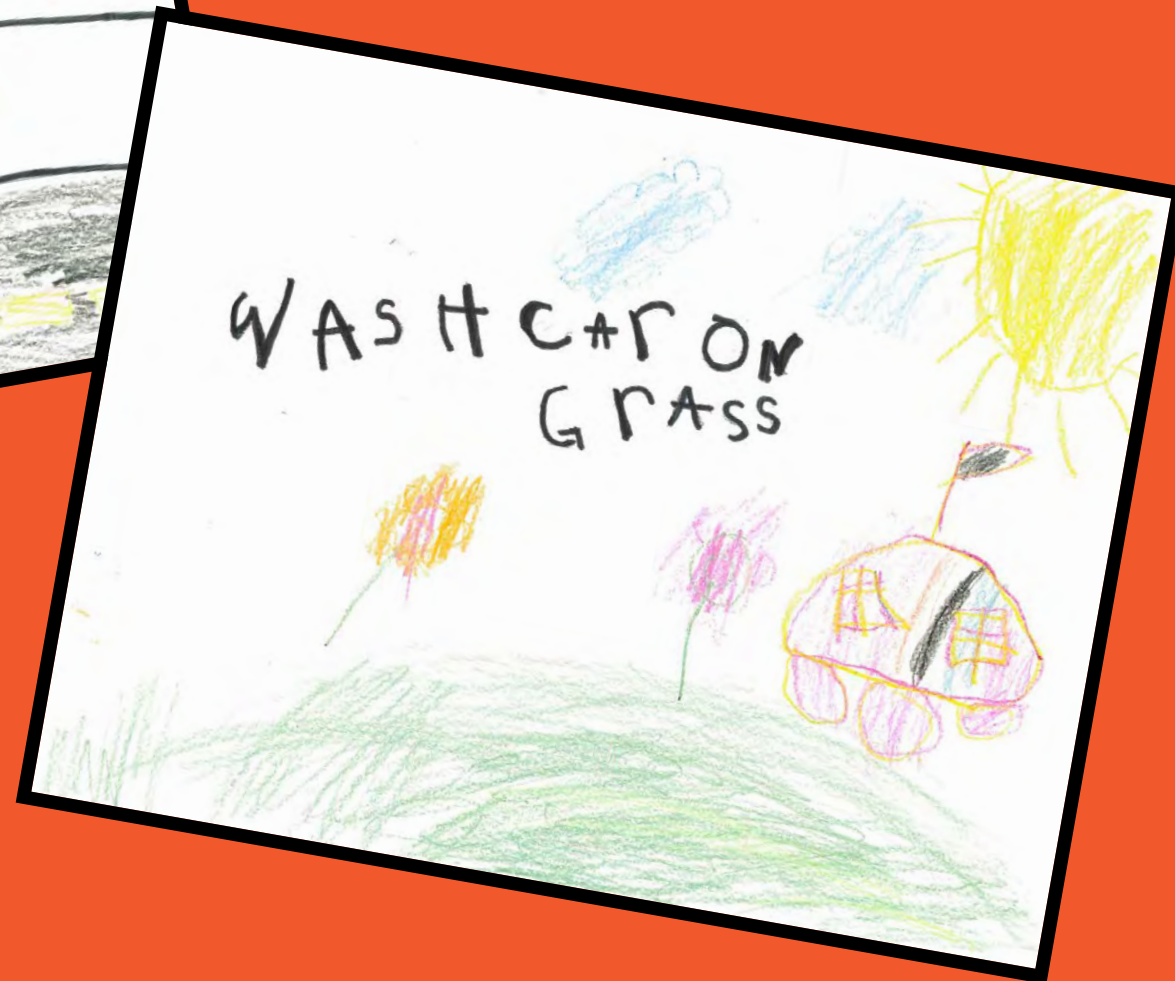
Only Rain Down the Drain - if we let only rain down the drain, we can help keep our water clean and free of pollutants!

Small changes make a Big Difference!

# August 2022

Artwork Courtesy of Marcus Ogburn  
Evergreen Elementary - 4th Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	Summer Concert Series Ft. Steilacoom Park	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park	6
7	8	9	10	Summer Concert Series Ft. Steilacoom Park	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park	13
14	15	16	17	18	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park	20
21	22	23	24	25	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park	27
28	29	30	31			



Wash your car on a lawn or at a licensed facility. Car wash water contains dirt, road grime, heavy metals, oils and soaps which are toxic to fish and aquatic life. Contact the City of Lakewood at (253) 589-2489 for more information regarding charity car washes.

# September 2022

Artwork Courtesy of Damian Gonzalez (top left)  
Evergreen Elementary - 4th Grade

Artwork Courtesy of Alivia Threats (bottom right)  
Evergreen Elementary - Kindergarten

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park 2	3
4	Labor Day 5	6	7	8	Farmers Market 2:00 - 6:30pm Ft. Steilacoom Park 9	Saturday Street Festivals on the Plaza Motor Ave 4:00 - 8:30pm 10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	





Think before using pesticides and herbicide sprays, use only as needed. Remember that rain can wash the excess chemicals to storm drains, creeks and into Puget Sound!

# October 2022

Artwork Courtesy of Alisha Threats (both drawings)  
Evergreen Elementary - 3rd Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8 Saturday Street Festivals on the Plaza Motor Ave 4:00 - 8:30pm
9	Columbus Day 10	11	12	13	14	15 Truck & Tractor Day Ft. Steilacoom Park
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	Halloween  31					





Don't litter - Litter and garbage make their way down storm drains and harm wildlife while polluting the water. Trash goes into garbage cans and we should recycle when we can to help keep litter out of our streams, lakes and Puget Sound.



# November 2022

Artwork Courtesy of Amaya Threats  
Evergreen Elementary - 5th Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	Election Day 8	9	10	Veteran's Day 11	12
13	14	15	16	17	18	19
20	21	22	23	Thanksgiving Day  24	25	26
27	28	29	30			



Do your part; clean up after your pets, maintain your cars  
- stop them from leaking, use less fertilizer and pesticides,  
throw your garbage in the trash, wash your car in the  
grass or gravel and remember  
**ONLY RAIN DOWN THE DRAIN!!!**

# December 2022

Artwork Courtesy of Caden Steele  
Evergreen Elementary - Kindergarten Grade

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10 City of Lakewood Christmas Parade
11	12	13	14	15	16	17
18	19	20	21	22	23	24 Christmas Eve 
Christmas Day 25	26	27	28	29	30	New Year's Eve 31



Artwork Courtesy of Alisha Threats  
Evergreen Elementary - 3rd Grade

## HONORABLE MENTIONS



Artwork Courtesy of Alisha Threats  
Evergreen Elementary - 3rd Grade

### Pollution Prevention Assistance We help businesses for free!

**Who We Help:** We help Washington businesses with pollution issues. The help is available through your local government, here in Lakewood, WA. When we help businesses, we help Washington, we help Lakewood. The people of Washington enjoy outdoor activities and vibrant communities, so making small changes at your business helps make Washington a safe and healthy place for all.

#### How We Help:

1. Review and improve your spill prevention practices.
2. Recommend best management practices for dangerous waste and stormwater.
3. Provide ideas to reduce waste and possibly save money.
4. Answer questions about environmental regulations.
5. Share information about financial assistance to help with pollution prevention improvements.

**Why We Help:** We help you find and resolve pollution issues. Many businesses in Washington only make a little dangerous waste - maybe your business is one of them. When combined, these businesses generate millions of pounds of dangerous waste per year that could pollute land, air, and water. We've found and resolved tens of thousands of potential pollution issues. Would you like to be the next business we help? If in Lakewood, contact the City of Lakewood at (253) 589-2489 or outside of the City of Lakewood, contact The Department of Ecology at [ecology.wa.gov/PPA](http://ecology.wa.gov/PPA).



Printed by:





## **LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES**

Monday, October 25, 2021

City of Lakewood

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253)215-8782

Participant ID: 868 7263 2373

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### **CALL TO ORDER**

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

### **ROLL CALL**

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

Councilmembers Excused: 1 – Councilmember Linda Farmer.

Lakewood's Promise Advisory Board Members Present: 3 – Joyce Loveday, Kerri Pedrick and Ellie Wilson.

### **ITEMS FOR DISCUSSION:**

#### **Joint Lakewood's Promise Advisory Board meeting.**

Chair Ellie Wilson and members of the Lakewood' Promise Advisory Board (LPAB) introduced themselves. Chair Wilson highlighted the 2021 work plan which included workforce development and youth mental health initiatives. Discussion ensued related to workforce development initiatives and the Warriors of Change program.

#### **Review of purchase and sale documents regarding Wards Lake Park expansion.**

Parks, Recreation and Community Services Director Dodsworth shared that Wards Lake Park is located in the Northeast area of the City, there is limited park land and open space in this location. She highlighted the current park boundary which is 26 acres and the potential expansion area which will add an additional 10.5 acres costing \$55,000. She shared that the purchase and sale agreements and associated documents will come forward for City Council approval on November 1<sup>st</sup>. Discussion ensued.

#### **Review of 3<sup>rd</sup> Quarter (2021) Police Report.**

Chief Zaro shared that overall calls for service have increased noting that felony arrests have increased and misdemeanor arrests have slightly decreased although overall 3<sup>rd</sup> Quarter year to date from 2016 through 2021 continue to decline. He highlighted total crime for the 3<sup>rd</sup> quarter which was 1636,

persons crimes totaling 524, property crimes totaling 1070, society crimes totaling 42, 301 accidents and 134 motor vehicle thefts. He highlighted significant incidents which included a drive by shooting, a gang shooting, two homicides, and an officer involved shooting. He reviewed calls for number of shootings and shots fired, eluding and pursuits. He shared that there has been an increase in assaults on officers, noting that there have been 18 through 3<sup>rd</sup> quarter. He then reported that LPD has had 9 departures since June 30<sup>th</sup> with two more pending, 8 people on leave and have hired 5 new people, he shared that the Special Ops and Property Units have been reassigned to patrol. Discussion ensued.

### **Review of Transportation Capital Project Financing Strategy.**

Deputy City Manager Kraus shared that on August 9<sup>th</sup> Public Works Engineering Director Bucich provided an update on the proposed transportation projects. She shared that following that discussion next steps was to review financing options for the projects. She highlighted recommended financing strategies for seven projects and shared that if the city issues bonds it will need to extend the Transportation Benefit District and update the list of projects completed and eligible for funding. Discussion ensued.

### **Review of American Rescue Plan Act (ARPA) Program Budget Ordinance.**

Deputy City Manager Kraus shared that following the October 11<sup>th</sup> presentation the City Council requested that the American Rescue Act (ARPA) program budget be separated from the Mid-Biennium Budget Adjustment. She shared that \$4.2 Million in funding for APRA programs have been authorized. Discussion ensued.

### **Review of 2022 Comprehensive Plan amendment docket.**

Planning Manager Speir shared that Comprehensive Plan amendment docket has been approved by the Planning Commission and the Commission recommended seven amendments. She shared that it is recommended that 2022-01 be pulled from the docket and be considered in its own Ordinance process. She then highlighted each of the proposed amendments. She shared that a public hearing will be held on November 1<sup>st</sup> followed by City Council action on November 15<sup>th</sup>. Discussion ensued.

### **ITEMS TENTATIVELY SCHEDULED FOR THE NOVEMBER 1, 2021 REGULAR CITY COUNCIL MEETING:**

1. Proclamation declaring November 11, 2021 and the month of November 2021 as Veterans Appreciation month.
2. Youth Council Report.
3. Clover Park School District Report.

4. Authorizing the execution of an agreement with Gordon Thomas Honeywell Government Affairs, in the amount of \$60,120, for state governmental relations services. – (Motion – Consent Agenda)
5. Authorizing the execution of an agreement with Johnston Group, in the amount of \$56,700, for federal governmental relations services. – (Motion – Consent Agenda)
6. Approving the 2022 Federal Legislative Priorities, State Legislative Agenda and Policy Manual and Pierce County Policy Manual. – (Motion – Consent Agenda)
7. Authorizing the execution of agreements related to Wards Lake Park expansion. – (Motion – Consent Agenda)
8. Authorizing the execution of a professional services agreement with Global IT Resources, in the amount of \$75,000, to update the Rental Housing Safety Program software. – (Motion – Consent Agenda)
9. Reappointing Darryl Owens and Phillip Raschke to serve on the Lakewood Arts Commission through October 16, 2024. – (Motion – Consent Agenda)
10. Appointing Megan Dempsey to serve on the Lakewood's Promise Advisory Board through May 21, 2024. – (Motion – Consent Agenda)
11. Amending the City Council Rules of Procedure. – (Resolution – Consent Agenda)
12. This is the date set for a public hearing on the 2021-2022 Mid-Biennial Budget Ordinance. – (Public Hearings and Appeals – Regular Agenda)
13. This is the date set for a public hearing on the 2022 Property Tax Levy Ordinance. – (Public Hearings and Appeals – Regular Agenda)
14. This is the date set for a public hearing on the American Rescue Plan Act (ARPA) Program Budget Ordinance. – (Public Hearings and Appeals – Regular Agenda)
15. This is the date set for a public hearing on the 2022 Comprehensive Plan amendment docket. – (Public Hearings and Appeals – Regular Agenda)
16. Authorizing the execution of an agreement with the Clover Park School District, in the amount of \$68,450, for the 2021 Warriors of Change program. – (New Business – Regular Agenda)

17. Authorizing the execution of an agreement with Habitat for Humanity, in the amount of \$242,000, for the Boat Street project. – (New Business – Regular Agenda)
18. Authorizing the execution of an agreement with Pierce County, in the amount of \$500,000, for the BIPOC Business Accelerator Program. – (New Business – Regular Agenda)
19. Authorizing the execution of an agreement with West Pierce Fire & Rescue, in the amount of \$230,000 for operations improvement and a HAM radio system. – (New Business – Regular Agenda)
20. Review of Tree Preservation Public Participation Plan. – (Reports by the City Manager)

## **REPORTS BY THE CITY MANAGER**

City Manager Caulfield shared that a soft launch of the PALS Plus Permitting software system will occur on Wednesday this week.

He recommended that the City Council sign on to a letter of support related to South Sound 911, e911 fees and Pierce County's authority to allocate the 1/10th of 1% sales tax. Discussion ensued and this item will come forward for City Council consideration at the next meeting.

He reported that the City has been contacted by Pierce County to initiate updates to the Comprehensive Solid and Hazardous Waste interlocal agreement which expires at the end of this year. He also shared that he is working with the CEO of Nisqually Tribe on an agenda for a joint meeting.

He then announced the following meetings and events:

- November 5, 9:00 A.M.; AWC Cities on Tap
- November 6 and November 7, 8:00 A.M. to 2 P.M.; Fall Community Clean-Up Event, Lemay Refuse Station
- November 9, 8:00 to 12:00 P.M., United Way Poverty to Possibilities

## **CITY COUNCIL COMMENTS**

Councilmember Moss shared that she attended a Community Forum on Equity at Pierce College.

Councilmember Brandstetter shared that he attended the Community Forum and the ribbon cutting ceremony for the South Sound 911 Public Safety Communications Center.

Councilmember Belle shared that she also attended the Community Forum.



Councilmember Bocchi shared that the former Denny's will be a new Mexican Barbeque restaurant.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 10:08 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK



## **LAKEWOOD CITY COUNCIL MINUTES**

Monday, November 1, 2021

City of Lakewood

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215-8782

Participant ID: 868 7263 2373

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### **CALL TO ORDER**

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

### **ROLL CALL**

Councilmembers Present: 7 – Mayor Anderson, Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Patti Belle, Mike Brandstetter, Linda Farmer and Paul Bocchi.

### **PROCLAMATIONS AND PRESENTATIONS**

**Proclamation declaring November 11, 2021 as Veterans Day and the month of November 2021 as Veterans Appreciation month.**

THE MAYOR AND CITY COUNCILMEMBERS PRESENTED A PROCLAMATION TO COLONEL ROEHRMAN, COMMANDER, 2/2 STRYKER BRIGADE COMBAT TEAM, DECLARING NOVEMBER 11, 2021 AS VETERANS DAY AND THE MONTH OF NOVEMBER AS VETERANS APPRECIATION MONTH.

### **Youth Council Report.**

Youth Councilmember Josephine Kaiser thanked the City Council for recognizing Veterans Day and for their service to the Country. She shared that at today's meeting students discussed topics for the Youth Summit, which will focus on youth mental health and support services in the area of food and transportation. Discussion ensued.

### **Clover Park School District Report.**

None.

### **PUBLIC COMMENTS**

The City Council received written comments in advance from Christina Manetti.

*Julian Wheeler, Lakewood resident*, shared that the next Pierce County Accessible Communities Advisory Committee meeting is November 9<sup>th</sup> at 9:00 a.m. virtually. Wheeler thanked Veterans and families for their service.

*Laurel Homestead, Lakewood resident*, advocated for the Mount Tacoma Drive project to be addressed prior to 2025. Homestead thanked the City Council for supporting Veterans.

*Christina Manetti, Lakewood resident*, spoke about Lakewood being a role model for the region by spearheading the protection of Garry Oaks trees and its plan to amend the tree preservation code.

*Sean Arent, Tacoma resident*, spoke about the unique eco-system in Lakewood, environmental issues and in support of a strengthened tree preservation code. Arent requested the creation of a citizen advisory council to focus on environmental stewardship.

*Addo Aequitas, White Panther Party*, thanked those in attendance for their military service and spoke about police violence and accountability.

*Eric Seibel*, thanked the City Council for taking steps forward in the area of tree preservation. Seibel requested the City Council consider a moratorium on the issuing of tree cutting permits.

*James Dunlop, Lakewood resident*, spoke about the regulation of marijuana businesses within the city and requested the City Council reconsider the subject.

*Jasper Wemple, White Panther Party*, read a quote from War is a Racket by Smedley T. Butler.

*Josef Sellers, Pierce County resident*, spoke in support of keeping the tree preservation code amendments in the 2022 Comprehensive Plan docket.

*Katie Barlow, Tacoma resident*, spoke in support of the protection of Garry Oak trees, prioritizing environmental racism and police accountability.

*Kyle Jolibois*, spoke in support of cannabis, tree preservation and police accountability.

*Licentia Immortalis, White Panther Party*, spoke in support of police accountability.

*Dennis Haugen, Sioux Falls, South Dakota*, expressed support for South Dakota Governor Noem and spoke about supply chain issues.

*Amelia Escobedo, Lakewood resident*, spoke about the environmental and climate crisis, justice for Said Joaquin, standing up for racism and in support for the legalization of marijuana.

## **C O N S E N T   A G E N D A**

A.      Approval of the minutes of the City Council meeting of October 4, 2021.

- B. Approval of the minutes of the City Council study session of October 11, 2021.
- C. Approval of the minutes of the City Council special meeting of October 13, 2021.
- D. Approval of the minutes of the City Council meeting of October 18, 2021.
- E. Approval of the claims vouchers, in the amount of \$1,510,715.54, for the period of September 16, 2021 through October 20, 2021.
- F. Approval of payroll checks, in the amount of \$2,518,806.79, for the period of September 16, 2021 through October 15, 2021.
- G. Motion No. 2021-71

Authorizing the execution of an agreement with Gordon Thomas Honeywell Governmental Affairs, in the amount of \$60,120, for State government relations services.

- H. Motion No. 2021-72

Authorizing the execution of an agreement with Johnston Group, in the amount of \$56,700, for Federal government relations services.

- I. Motion No. 2021-73

Authorizing the adoption of the 2022 Federal, State and County Legislative Priorities.

- J. Motion No. 2021-74

Authorizing the execution of agreements to acquire 10.47 acres of land near Wards Lake Park.

- K. Motion No. 2021-75

Authorizing the execution of a professional services agreement with Global IT Resources, in the amount of \$75,000, to update the Rental Housing Safety Program (RHSP) software.

- L. Motion No. 2021-76

Authorizing the execution of a contract with Brown and Caldwell, in the amount of \$271,377, for the engineering alternatives evaluation for Clover Creek.

M. Motion No. 2021-77

Reappointing Darryl Owens and Phillip Raschke to serve on the Lakewood Arts Commission through October 16, 2024.

N. Motion No. 2021-78

Appointing Megan Dempsey to serve on the Lakewood's Promise Advisory Board through May 21, 2024.

O. Motion No. 2021-79

Appointing Brian Parsons to serve on the Planning Commission through December 15, 2023.

P. Resolution No. 2021-12

Approving and authorizing the amendment to the City Council Rules of Procedure.

## Q. Items filed in the Office of the City Clerk:

1. Parks and Recreation Advisory Board meeting minutes of July 27, 2021.
2. Planning Commission meeting minutes of October 6, 2021.

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

## R E G U L A R   A G E N D A

### PUBLIC HEARINGS AND APPEALS

**This is the date set for a public hearing on the 2021-2022 Mid-Biennium Budget Adjustment Ordinance.**

There being no testimony, the public hearing was declared closed at 8:10 p.m.

**This is the date set for a public hearing on the 2022 Property Tax Levy Ordinance.**

The City Council received written testimony in advance from John W. Kohler, Jr.

There being no testimony, the public hearing was declared closed at 8:13 p.m.

**This is the date set for a public hearing on the American Rescue Plan Act (ARPA) Program Budget Ordinance.**

The City Council received written testimony in advance from Alex and Karen Bennett, A. Gardner, Ruth Anne Russell, Tim Villm and Deb Townsend-Villm.

Speaking before Council were:

*Dennis Haugen*, spoke about the impacts of inflation.

*Carly Roberts, Tacoma Pro-Bono Community Lawyers*, spoke in support of America Rescue Plan Act funding for the Housing Justice Program.

*Mark Morzol*, spoke in support of using American Rescue Plan Act funding for Tacoma-Pierce County Housing Justice Program.

There being no further testimony, the public hearing was declared closed at 8:23 p.m.

**This is the date set for a public hearing on the 2022 Comprehensive Plan amendment docket.**

The City Council received written testimony in advance from Nancy Brennan-Dubbs, Judith Manetti, Karen Martin, Matt McCarthy, Tricia Parsons, Helen Wagner, Celia Warren and Lowell Wyse.

Speaking before Council were:

*Katie Barlow*, spoke in support of the protection of Garry Oak trees and a moratorium that prevents them from being cut down.

*Kyle Jolibois, Tacoma resident*, spoke about the climate emergency and in support of a tree moratorium on cutting down trees.

*Christina Manetti, Lakewood resident*, spoke in support of keeping the tree preservation code amendments in the Comprehensive Plan docket and for a moratorium that prevents tree cutting before new regulations can take effect.

*Josef Sellers*, spoke in support of keeping the tree preservation code amendments in the Comprehensive Plan docket and for a moratorium on tree cutting.

*Addo Aequitas, White Panther Party*, spoke in support of tree preservation.

*Tichomir Dunlop, Lakewood resident*, spoke in support of tree preservation.

*James Dunlop*, spoke in support of tree preservation and a moratorium on the cutting down of trees.



*Crys B, White Panther Party*, spoke in support of a moratorium on cutting down trees and marijuana dispensaries.

*Jenna Lee*, spoke in support of tree preservation and a moratorium on the cutting down of trees.

*Eroc Seibel*, spoke in support of a tree cutting moratorium.

*Amelia Escobedo, Lakewood resident*, spoke in support of making the trees a priority.

There being no further testimony, the public hearing was declared closed at 9:02 p.m.

## **UNFINISHED BUSINESS**

None.

## **NEW BUSINESS**

**Motion No. 2021-80 Authorizing the execution of an agreement with the Clover Park School District, in the amount of \$68,450, for the 2021 Warriors of Change program.**

DEPUTY MAYOR WHALEN MOVED TO ADOPT MOTION NO. 2021-80.  
SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**Motion No. 2021-81 Authorizing the execution of an agreement with Habitat for Humanity, in the amount of \$242,000, to fund off-site utility and street improvements for the Boat Street project.**

DEPUTY MAYOR WHALEN MOVED TO ADOPT MOTION NO. 2021-81 AND AMEND THE AGREEMENT TO REMOVE SUBCONTRACTED FROM SECTION 4.  
SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**Motion No. 2021-82 Authorizing the execution of an agreement with Pierce County, in the amount of \$500,000, for the Business Accelerator Program.**

COUNCILMEMBER FARMER MOVED TO ADOPT MOTION NO. 2021-82.  
SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**Motion No. 2021-83 Authorizing the execution of an agreement with West Pierce Fire and Rescue, in the amount of \$230,000, for operations center equipment improvements, acquiring HAM radios and providing emergency messaging in multiple languages.**

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT MOTION NO. 2021-83. SECONDED BY COUNCILMEMBER FARMER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

## **REPORTS BY THE CITY MANAGER**

### **Tree Preservation Code Update.**

Assistant City Manager for Development Services shared that BERK Consultants prepared a draft scope of work for a tree preservation code update and a detailed public participation plan. The estimated cost is \$60,000 and would begin in December, 2021 and be completed in October, 2022. He highlighted the contents of the scope of work and a heat map of the tree canopy in the city.

He shared that next steps are to bring forward a contract for services to the City Council for approval and determine consensus for the creation of an ad-hoc tree committee. Discussion ensued.

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City Manager Caulfield shared that Sound Transit is moving forward with restoring service through the Point Defiance Bypass Rail and next steps include testing, evaluation and a review by the Federal Rail Association.

He shared that Amazon has donated \$15,000 in support of parks programs and \$15,000 in support of the South Sound Military and Communities Partnership, these items will come forward for City Council approval at a future meeting.

He shared that Steilacoom Boulevard between Lakewood Drive and Gravelly Lake Drive will be closed through February 2022 so that Pierce County can permanently replace the collapsed sewer main.

He shared that Pierce County will be opening the Lakewood Community Center therefore the Senior Activity Center may be up and running by the end of the year and a new lease agreement will be in place for 2022.

He shared that discussions continue with the Nisqually Tribe regarding scheduling a joint meeting with the City Council.

He then announced the following meetings and events:

- November 5, 9 A.M.; AWC Cities on Tap
- November 6 and November 7 from 8:00 A.M. to 2 P.M.; Fall Community Clean-Up Event
- November 9, 8:00 A.M. to 12 P.M. United Way Poverty to Possibilities

- November 9, 8:00 A.M. Pierce County Business and Resilience Panel

## **CITY COUNCIL COMMENTS**

Councilmember Bocchi commented on the Gravelly Lake Drive project.

Councilmember Farmer shared that she is unavailable to participate in the Fall Community Clean-Up event. She shared that SSHA<sup>3</sup>P will be meeting monthly on Wednesday afternoons starting December 8 and the Sex Offender Policy Board is working on final reports to the State Legislature.

Councilmember Brandstetter shared that South Sound 911 Board met last week and the budgeting issue with Pierce County related to use of 1/10<sup>th</sup> of 1% of sales tax for public safety has resolved.

Deputy Mayor Whalen spoke in support of the Veterans Day proclamation and asked whether there would an opportunity to use the work crew to clean up trash at Clover Creek. He shared that he will be unable to participate in the Community Clean-Up event and encouraged everyone to get out and vote.

Mayor Anderson spoke about yield signs at the roundabout at Gravelly Lake Drive.

## **ADJOURNMENT**

There being no further business, the meeting adjourned at 10:01 p.m.

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DON ANDERSON, MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Motion authorizing award of a construction contract to Axum General Construction in the amount of \$363,828.33 plus a ten percent contingency for the construction of Steilacoom Blvd SW: Weller to Phillips.	<b>TYPE OF ACTION:</b>
November 15, 2021		— ORDINANCE
		— RESOLUTION
<b>REVIEW:</b>	<b>ATTACHMENTS:</b>	<u>X</u> MOTION #2021-84
November 15, 2021	Vicinity Map Bid Tabulations	— OTHER

**SUBMITTED BY:** Paul A. Bucich, P.E., Public Works Engineering Director/City Engineer.

**RECOMMENDATION:** It is recommended that the City Council authorize award of a construction contract to Axum General Construction in the amount of \$363,828.33 plus a ten percent contingency (\$36,383) for the construction of Steilacoom Blvd SW: Weller to Phillips, Project No. 302.0137.

**DISCUSSION:** The Steilacoom Boulevard SW corridor is a main east to west connector within the area geographically limited by Chambers Creek and Lake Steilacoom.

The proposed project will construct a bike lane, sidewalk and LED street lighting on the north side of Steilacoom Blvd between Weller Road and Phillips Road. This work will complete the pedestrian and cyclist pathway between the Hudtloff Middle School entrance on Phillips Road and the Custer Elementary entrance on Steilacoom Blvd. The City received nine (9) competitive bids for the work. Tabulated bid results are attached for your consideration.

**ALTERNATIVE(S):** Council could reject all bids and rebid the project at a later date. However, that decision would result in the loss of \$450,000 in federal grant funding for this project that can no longer be extended or renewed. In addition, we would expect bid prices to come in higher as the construction season progresses and contractor schedules are filled. Therefore re-bidding the project is not recommended.

**FISCAL IMPACT:** This project is fully funded and will not have an impact to City funds (\$450,000 from federal Safe Routes to School grant, \$38,164 from the City's Surface Water Fund).

Omar Barron

Prepared by

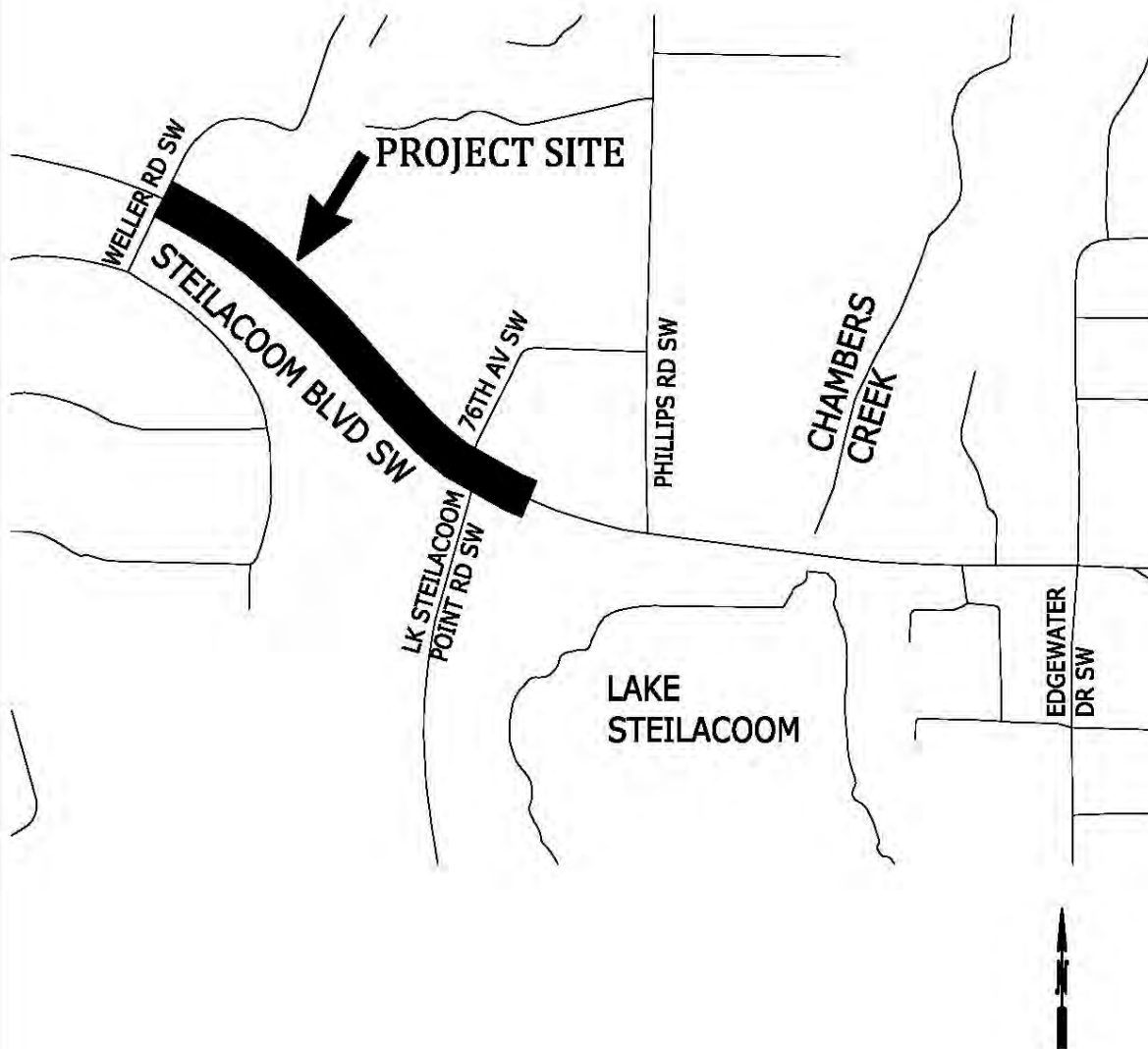
Paul A. Bucich, P.E.

Department Director

  
City Manager Review



# Steilacoom Blvd SW— Weller Rd. to Phillips Rd. VICINITY MAP



BID TABULATIONS SCHEDULE

PROJECT NAME: Steilacoom Blvd SW: Weller to Phillips  
PROJECT NO.: 302.0137  
BID OPENING DATE: 11/2/2021  
Note: We hereby certify that these tabulated bids represent all bids received and that the additions of all prices shown have been checked and corrected.

				Engineer's Estimate		Axum General Construction		R.L. Alia Company		NW Cascade		Rodarte Construction		Tucci & Sons		Ceccanti		Miles Resources		R.W. Scott		Nordvind Company	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$41,000.00	\$41,000.00	\$6,833.90	\$6,833.90	\$30,000.00	\$30,000.00	\$41,000.00	\$41,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$43,000.00	\$43,000.00	\$19,945.00	\$19,945.00	\$52,000.00	\$52,000.00	\$25,000.00	\$25,000.00
2	Roadway Surveying	1	LS	\$20,000.00	\$20,000.00	\$3,583.00	\$3,583.00	\$3,500.00	\$3,500.00	\$3,350.00	\$3,350.00	\$4,000.00	\$4,000.00	\$11,000.00	\$11,000.00	\$14,394.00	\$14,394.00	\$11,670.00	\$11,670.00	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00
3	SPCC Plan	1	LS	\$2,500.00	\$2,500.00	\$150.00	\$150.00	\$500.00	\$500.00	\$500.00	\$500.00	\$100.00	\$100.00	\$300.00	\$300.00	\$500.00	\$500.00	\$277.00	\$277.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
4	Project Temporary Traffic Control	1	LS	\$55,600.00	\$55,600.00	\$52,251.10	\$52,251.10	\$25,000.00	\$25,000.00	\$31,900.00	\$31,900.00	\$50,000.00	\$50,000.00	\$105,000.00	\$105,000.00	\$54,755.00	\$54,755.00	\$31,000.00	\$31,000.00	\$65,000.00	\$65,000.00	\$75,000.00	\$75,000.00
5	Pedestrian Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$6,967.50	\$6,967.50	\$1,000.00	\$1,000.00	\$17,900.00	\$17,900.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$4,563.00	\$4,563.00	\$1,205.00	\$1,205.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
6	Portable Changeable Message Sign	1,008	HR	\$8.00	\$8,064.00	\$0.01	\$10.08	\$2.00	\$2,016.00	\$4.00	\$4,032.00	\$5.50	\$5,544.00	\$6.00	\$6,048.00	\$1.00	\$1,008.00	\$6.50	\$6,552.00	\$4.00	\$4,032.00	\$5.00	\$5,040.00
7	Uniformed Law Enforcement Personnel (min. Bid \$70.00 per hr)	40	HR	\$110.00	\$4,400.00	\$70.00	\$2,800.00	\$70.00	\$2,800.00	\$105.00	\$4,200.00	\$90.00	\$3,600.00	\$120.00	\$4,800.00	\$100.00	\$4,000.00	\$118.00	\$4,720.00	\$105.00	\$4,200.00	\$100.00	\$4,000.00
8	Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	\$4,949.90	\$4,949.90	\$2,000.00	\$2,000.00	\$5,550.00	\$5,550.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$10,650.00	\$10,650.00	\$15,150.00	\$15,150.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
9	Roadside Cleanup	1	FA	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
10	Removal of Structures and Obstructions	1	LS	\$10,000.00	\$10,000.00	\$689.00	\$689.00	\$2,500.00	\$2,500.00	\$21,500.00	\$21,500.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$13,685.00	\$13,685.00	\$4,145.00	\$4,145.00	\$14,000.00	\$14,000.00	\$5,000.00	\$5,000.00
11	Sawcutting	1,200	LF	\$5.00	\$6,000.00	\$3.40	\$4,080.00	\$6.00	\$7,200.00	\$4.00	\$4,800.00	\$4.00	\$4,800.00	\$2.50	\$3,000.00	\$2.00	\$2,400.00	\$2.36	\$2,832.00	\$5.00	\$6,000.00	\$10.00	\$12,000.00
12	Utility Potholing	5	EA	\$600.00	\$3,000.00	\$295.80	\$1,479.00	\$450.00	\$2,250.00	\$640.00	\$3,200.00	\$550.00	\$2,750.00	\$800.00	\$4,000.00	\$505.00	\$2,525.00	\$547.00	\$2,735.00	\$800.00	\$4,000.00	\$500.00	\$2,500.00
13	Resolution of Utility Conflicts	1	FA	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
14	Roadway Excavation Incl. Haul	335	CY	\$45.00	\$15,075.00	\$104.67	\$35,064.45	\$80.00	\$26,800.00	\$34.00	\$11,390.00	\$92.00	\$30,820.00	\$30.00	\$10,050.00	\$41.00	\$13,735.00	\$125.75	\$42,126.25	\$140.00	\$46,900.00	\$50.00	\$16,750.00
15	Embankment Compaction	40	CY	\$20.00	\$800.00	\$33.30	\$1,332.00	\$10.00	\$400.00	\$23.00	\$920.00	\$10.00	\$400.00	\$30.00	\$1,200.00	\$36.00	\$1,440.00	\$115.00	\$4,600.00	\$20.00	\$800.00	\$100.00	\$4,000.00
16	Trimming and Cleanup	2,000	FA	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00
17	Crushed Surfacing Top Course	200	TON	\$40.00	\$8,000.00	\$54.20	\$10,840.00	\$80.00	\$16,000.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00	\$53.50	\$10,700.00	\$40.00	\$8,000.00	\$98.45	\$19,690.00	\$55.00	\$11,000.00	\$50.00	\$10,000.00
18	HMA for Approach and Patching Cl. 1/2" PG 58H -22	190	TON	\$200.00	\$38,000.00	\$157.50	\$29,925.00	\$175.00	\$33,250.00	\$171.00	\$32,490.00	\$160.00	\$30,400.00	\$110.00	\$20,900.00	\$245.00	\$46,550.00	\$131.00	\$24,890.00	\$160.00	\$30,400.00	\$222.75	\$42,322.50
19	Asphalt Cost Price Adjustment	1	CALC	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
20	Schedule A Storm Sewer Pipe, 8-In. Diam.	5	LF	\$300.00	\$1,500.00	\$85.40	\$427.00	\$200.00	\$1,000.00	\$150.00	\$750.00	\$140.00	\$700.00	\$800.00	\$4,000.00	\$250.00	\$1,250.00	\$355.00	\$1,775.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
21	Concrete Inlet	1	EA	\$2,000.00	\$2,000.00	\$1,598.90	\$1,598.90	\$1,800.00	\$1,800.00	\$1,100.00	\$1,100.00	\$1,400.00	\$1,400.00	\$4,400.00	\$4,400.00	\$1,100.00	\$1,100.00	\$2,456.00	\$2,456.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
22	Frame and Grate (or cover)	4	EA	\$750.00	\$3,000.00	\$736.30	\$2,945.20	\$400.00	\$1,600.00	\$675.00	\$2,700.00	\$450.00	\$1,800.00	\$350.00	\$1,400.00	\$775.00	\$3,100.00	\$649.00	\$2,596.00	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00
23	Adjust Manhole	1	EA	\$1,200.00	\$1,200.00	\$890.80	\$890.80	\$600.00	\$600.00	\$525.00	\$525.00	\$700.00	\$700.00	\$775.00	\$775.00	\$600.00	\$600.00	\$1,180.00	\$1,180.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
24	Adjust Catch Basin	4	EA	\$650.00	\$2,600.00	\$806.30	\$3,225.20	\$600.00	\$2,400.00	\$525.00	\$2,100.00	\$700.00	\$2,800.00	\$775.00	\$3,100.00	\$500.00	\$2,000.00	\$1,150.50	\$4,602.00	\$600.00	\$2,400.00	\$500.00	\$2,000.00
25	Adjust Valve/Junction/Meter Box	3	EA	\$300.00	\$900.00	\$345.10	\$1,035.30	\$400.00	\$1,200.00	\$525.00	\$1,575.00	\$600.00	\$1,800.00	\$625.00	\$1,875.00	\$500.00	\$1,500.00	\$1,062.00	\$3,186.00	\$600.00	\$1,800.00	\$500.00	\$1,500.00
26	Erosion/Water Pollution Control	1	LS	\$2,500.00	\$2,500.00	\$2,070.80	\$2,070.80	\$1,500.00	\$1,500.00	\$8,700.00	\$8,700.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$12,100.00	\$12,100.00	\$3,925.00	\$3,925.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
27	Inlet Protection	10	EA	\$100.00	\$1,000.00	\$19.70	\$197.00	\$40.00	\$400.00	\$80.00	\$800.00	\$70.00	\$700.00	\$95.00	\$950.00	\$65.00	\$650.00	\$77.00	\$770.00	\$80.00	\$800.00	\$100.00	\$1,000.00
28	Seeding, Fertilizing, and Mulching	135	SY	\$10.00	\$1,350.00	\$1.70	\$229.50	\$25.00	\$3,375.00	\$9.00	\$1,215.00	\$8.00	\$1,080.00	\$16.50	\$2,227.50	\$9.00	\$1,215.00	\$6.45	\$870.75	\$15.00	\$2,025.00	\$10.00	\$1,350.00
29	Bark Mulch	25	CY	\$100.00	\$2,500.00	\$68.20	\$1,705.00	\$100.00	\$2,500.00	\$96.00	\$2,400.00	\$80.00	\$2,000.00	\$85.00	\$2,125.00	\$100.00	\$2,500.00	\$93.00	\$2,325.00	\$90.00	\$2,250.00	\$50.00	\$1,250.00
30	Topsoil Type A	15	CY	\$125.00	\$1,875.00	\$72.30	\$1,084.50	\$100.00	\$1,500.00	\$140.00	\$2,100.00	\$80.00	\$1,200.00	\$85.00	\$1,275.00	\$100.00	\$1,500.00	\$122.00	\$1,830.00	\$100.00	\$1,500.00	\$50.00	\$750.00
31	Irrigation System Modification	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
32	Cement Conc. Traffic Curb and Gutter	955	LF	\$35.00	\$33,425.00	\$21.60	\$20,628.00	\$40.00	\$38,200.00	\$31.50	\$30,082.50	\$40.00	\$38,200.00	\$20.00	\$19,100.00	\$20.00	\$19,100.00	\$35.40	\$33,807.00	\$27.00	\$25,785.00	\$40.00	\$38,200.00
33	Extruded Curb	235	LF	\$25.00	\$5,875.00	\$20.20	\$4,747.00	\$20.00	\$4,700.00	\$19.00	\$4,465.00	\$20.00	\$4,700.00	\$19.00	\$4,465.00	\$17.00	\$3,995.00	\$20.00	\$4,700.00	\$24.00	\$5,640.00	\$20.00	\$4,700.00
34	Cement Conc. Driveway Entrance Type 1	110	SY	\$60.00	\$6,600.00	\$54.40	\$5,984.00	\$80.00	\$8,800.00	\$103.00	\$11,330.00	\$70.00	\$7,700.00	\$62.00	\$6,820.00	\$50.00	\$5,500.00	\$70.80	\$7,788.00	\$75.00	\$8,250.00	\$112.50	\$12,375.00
35	Survey Monument	2	EA	\$1,500.00	\$3,000.00	\$3,334.90	\$6,669.80	\$1,000.00	\$2,000.00	\$2,925.00	\$5,850.00	\$600.00	\$1,200.00	\$1,400.00	\$2,800.00	\$2,400.00	\$4,80						

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 15, 2021	<b>TITLE:</b> Motion authorizing execution of contract Addendum No. 3 with Olson Bros Pro-Vac for vactor cleaning services.  <b>ATTACHMENTS:</b> Addendum No. 3	<b>TYPE OF ACTION:</b>  — ORDINANCE — RESOLUTION — MOTION #2021-85 <u>X</u> OTHER
<b>REVIEW:</b> November 15, 2021		


**SUBMITTED BY:** Paul A. Bucich, P.E., Public Works Engineering Director/City Engineer.

**RECOMMENDATION:** It is recommended that the City Council authorize execution of Amendment No. 3 for Olson Bros Pro-Vac for vactor cleaning services.

**DISCUSSION:** The City entered into the original agreement on September 10, 2018 with a provision for annual extensions based on mutual agreement for a period not to exceed 5 years. This has been done the past two years and the City is satisfied with Olson Bros Pro-Vac services. Extension of the contract will include an inflation increase of \$5,317.60 for a total of \$508,685.17 in 2022.

**ALTERNATIVE(S):** Council could decline to authorize the execution of the amendment and direct a re-issuance of a bid for services. It is unlikely the bidding climate would result in any savings over the current contract. Olson Bros Pro-Vac has developed an understanding of the City's system and needs while a new vendor would have to go through this training requiring City resources.

**FISCAL IMPACT:** This project is fully funded and budgeted within the Surface Water Utility and will not have a fiscal impact.

Paul A. Bucich, P.E. Prepared by	 City Manager Review
Paul A. Bucich, P.E. Department Director	

### ADDENDUM NO. 3

ADDENDUM TO AGREEMENT BETWEEN OLSON BROS. PRO-VAC, LLC AND THE CITY OF LAKEWOOD RELATING TO surface water infrastructure cleaning and inspection services.

THIS ADDENDUM made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between OLSON BROS. PRO-VAC, LLC (hereinafter referred to as "Contractor") and the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), as an addendum to the Agreement between the parties executed on the 10th day of September, 2018.

#### WITNESSETH:

WHEREAS, the CITY desires to amend the Agreement entered into with the Contractor in accordance with the allowance within the original agreement for mutually agreed upon extensions; and,

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the PARTIES HERETO HEREBY AGREE as follows:

ITEM ONE: ANNUAL BUDGET is increased by \$5,317.60 from \$503,367.50 to \$508,685.10 as outlined in Exhibit A.

ITEM TWO: REMAINING TERMS UNCHANGED That all other provisions of the Agreement between the parties, executed on the 10th day of September, 2018, shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

OLSON BROS. PRO-VAC, LLC

CITY OF LAKEWOOD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
John J. Caulfield, City Manager

Attest:

By: \_\_\_\_\_  
Briana Schumacher, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Heidi Ann Watcher, City Attorney

## Exhibit A

Revised cost schedule with bold text changes:

Item	Description	Qty	Units	Unit Price	Total
1	Inspect Storm Drain System	1000	HR	<b>\$28.72</b>	<b>\$28,720.00</b>
2	Clean Type I and Dry Well Storm Drain Structures (5,780 structures cleaned every two years)	2,890	EA	<b>\$24.14</b>	<b>\$69,764.60</b>
3	Clean Type II and Manhole Storm Drain Structures (1,000 structures cleaned every two years)	500	EA	<b>\$42.54</b>	<b>\$21,270.00</b>
4	Clean Storm Line and Culvert	30,000	LF	<b>\$2.29</b>	<b>\$68,700.00</b>
5	Decant Disposal	130,000	GAL	<b>\$0.37</b>	<b>\$48,100.00</b>
6	Vacuumed Solids/Spoils Disposal	700	TN	<b>\$109.23</b>	<b>\$76,461.00</b>
7	Traffic Control for Drainage (min. \$43.11/HR)	200	HR	\$52.00	\$10,400.00
8	Storm Line Video Inspection	800	HR	<b>\$170.15</b>	<b>\$136,120.00</b>
9	Emergency/Misc. Storm Drain Cleaning/Potholing – Vacuum Truck w/Driver	120	HR	<b>\$195.47</b>	<b>\$23,456.40</b>
10	Emergency/Misc. Storm Drain Cleaning/Potholing – Vacuum Truck w/Driver + Laborer	90	HR	<b>\$247.19</b>	<b>\$22,247.10</b>
11	Potholing – Extracted Spoils Wet/Native Soils	200	TN	<b>\$17.23</b>	<b>\$3,446.00</b>
				<b>TOTAL</b>	<b>\$508,685.10</b>

Note:

1) Items 1 thru 6 and 8 thru 11 are each increased by 0.9% for the next contract year (10/1/21 – 9/30/22) to reflect the Seattle/Tacoma/Bellevue CPI-U in accordance with the Contract Documents. Item 7, Traffic Control for Drainage, remains unchanged.



# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**TITLE:** Grant approval  
for Fort Steilacoom Park  
Turf Infield project t

**TYPE OF ACTION:**

— ORDINANCE NO.

— RESOLUTION NO.

**REVIEW:**

November 15, 2021

**ATTACHMENTS:**

RCO Grant agreement

X MOTION NO. 2021-86

— OTHER

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

**RECOMMENDATION:** It is recommended that the City Council accept a grant from the State of Washington and authorize the City Manager to execute an agreement with the Recreation Conservation Office (RCO) for the Fort Steilacoom Park Turf Infield Project.

**DISCUSSION:** In May, 2020 City Council passed a resolution to authorize and allow the City to apply for a variety of grants to offset the cost of park capital improvements. The City was successful and has been offered a \$350,000 grant from the RCO Youth Athletic Fund to make improvements at Fort Steilacoom Park. This grant will allow the City to develop turf infields at Fort Steilacoom Park and reduces the impact to the City's general fund.

**ALTERNATIVE(S):** the City could turn down this grant and pay for the improvements with City general funds (if available) or reduce the scope of work for the park improvement project.

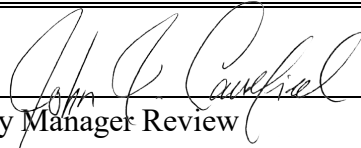
**FISCAL IMPACT:** \$350,000 in revenue to offset construction costs. This will be added to the \$994,700 Department of Commerce Grant the City received and approved in 2020.

Mary Dodsworth

Prepared by

*Mary Dodsworth*

Department Director

  
City Manager Review

**Project Sponsor:** Lakewood City of  
**Project Title:** Fort Steilacoom Park Artificial Turf Infields

**Project Number:** 20-1765D  
**Approval Date:** 06/30/2021

## PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Lakewood City of (Sponsor, and primary Sponsor), 6000 Main St SW, Lakewood, WA 98499-5027, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

## PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## DESCRIPTION OF PROJECT

The City of Lakewood will use this grant to renovate three dirt baseball fields and install synthetic turf infields. The primary recreation opportunity provided by this project is softball and baseball.

## PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2021 (project start date) and ends on June 30, 2023 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

## STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

## LONG-TERM OBLIGATIONS

For this development project, the Sponsor's long-term obligations for the project area shall be for 20 years from project completion, or as otherwise provided for in this Agreement, or as approved by the funding board or RCO.

## PROJECT FUNDING

The total grant award provided for this project shall not exceed \$350,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - YAF - Large	26.04%	\$350,000.00	State
Project Sponsor	73.96%	\$994,000.00	
Total Project Cost	100.00%	\$1,344,000.00	

## RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

## AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

## COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Youth Athletic Facilities - Manual 17

## SPECIAL CONDITIONS

### 1. Cultural Resources - Monitoring Required

This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and archaeological monitoring of ground disturbing activities is required. The Sponsor must submit to RCO the results of the monitoring before final payment will be made. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

## AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

### Sponsor Project Contact

Mary Dodsworth  
Director  
Parks, Recreation and Community  
6000 Main St SW  
Lakewood, WA 98499-5027  
mdodsworth@cityoflakewood.us

### RCO Contact

Beth Auerbach  
Natural Resources Building  
PO Box 40917  
Olympia, WA 98504-0917  
Beth.Auerbach@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

## ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

## EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1765, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

### Lakewood City of

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

### State of Washington Recreation and Conservation Office

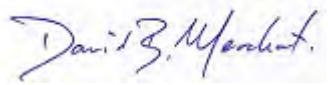
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: \_\_\_\_\_

For  
Megan Duffy  
Director  
Recreation and Conservation Office

Date: \_\_\_\_\_

Pre-approved as to form:

By:   
Assistant Attorney General

Date: 06/01/2021



**Project Sponsor:** Lakewood City of  
**Project Title:** Fort Steilacoom Park Artificial Turf Infields

**Project Number:** 20-1765D  
**Approval Date:** 06/30/2021

## Eligible Scope Activities

### ELIGIBLE SCOPE ACTIVITIES

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#### Development Metrics

##### Worksite #1, Fort Steilacoom Park Athletic Fields

##### Athletic Fields

##### Baseball field development

Number of baseball fields:	0 new, 3 renovated
Number of baseball fields with lighting:	0 new, 0 renovated
Number of baseball fields by surface type:	
Natural	0
Synthetic	3

**Project Sponsor:** Lakewood City of  
**Project Title:** Fort Steilacoom Park Artificial Turf Infields

**Project Number:** 20-1765D  
**Approval Date:** 06/30/2021

## Project Milestones

### PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	10/01/2021	
	Design Initiated	10/31/2021	
	Progress Report Due	12/31/2021	
	Annual Project Billing Due	12/31/2021	
	60% Plans to RCO	03/31/2022	
	Progress Report Due	06/30/2022	
	Annual Project Billing Due	07/31/2022	
	Applied for Permits	07/31/2022	
	Bid Awarded/Contractor Hired	09/30/2022	
	All Bid Docs/Plans to RCO	09/30/2022	
	Construction Started	10/31/2022	Archaeological monitoring of construction required, see special condition #1.
	SEPA/NEPA Completed	10/31/2022	
	50% Construction Complete	11/30/2022	
	Progress Report Due	12/31/2022	
	90% Construction Complete	01/31/2023	
	Construction Complete	03/31/2023	
	Cultural Resources Complete	03/31/2023	Monitoring report required, see special condition #1.
	Funding Acknowl Sign Posted	04/30/2023	
	RCO Final Inspection	04/30/2023	
	Final Billing Due	06/01/2023	
	Final Report Due	06/15/2023	
	Agreement End Date	06/30/2023	

**Project Sponsor:** Lakewood City of  
**Project Title:** Fort Steilacoom Park Artificial Turf Infields

**Project Number:** 20-1765D  
**Approval Date:** 06/30/2021

## Standard Terms and Conditions of the Recreation and Conservation Office

### Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE .....	8
CITATIONS, HEADINGS AND DEFINITIONS .....	8
PERFORMANCE BY THE SPONSOR .....	11
ASSIGNMENT .....	11
RESPONSIBILITY FOR PROJECT .....	11
INDEMNIFICATION .....	11
INDEPENDENT CAPACITY OF THE SPONSOR .....	12
CONFLICT OF INTEREST .....	12
COMPLIANCE WITH APPLICABLE LAW .....	12
ARCHAEOLOGICAL AND CULTURAL RESOURCES .....	13
RECORDS .....	14
PROJECT FUNDING .....	14
PROJECT REIMBURSEMENTS .....	15
RECOVERY OF PAYMENTS .....	15
COVENANT AGAINST CONTINGENT FEES .....	15
INCOME (AND FEES) AND USE OF INCOME .....	16
PROCUREMENT REQUIREMENTS .....	16
TREATMENT OF EQUIPMENT AND ASSETS .....	16
RIGHT OF INSPECTION .....	17
STEWARDSHIP AND MONITORING .....	17
PREFERENCES FOR RESIDENTS .....	17
ACKNOWLEDGMENT AND SIGNS .....	17
PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS .....	17
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS .....	18
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS .....	18
ORDER OF PRECEDENCE .....	19
LIMITATION OF AUTHORITY .....	19
WAIVER OF DEFAULT .....	19
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH .....	19
SPECIFIC PERFORMANCE .....	19
TERMINATION AND SUSPENSION .....	20
DISPUTE HEARING .....	21
ATTORNEYS' FEES .....	21
GOVERNING LAW/VENUE .....	21
SEVERABILITY .....	21
END OF STANDARD TERMS AND CONDITIONS .....	21

## STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 10/08/2021.

## CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**Agreement, terms of the Agreement, or project agreement** – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

**applicable manual(s), manual** – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

**applicable WAC(s)** – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

**applicant** – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

**application** – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**C.F.R.** – Code of Federal Regulations

**completed project or project completion** – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**contractor** – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

**conversion** – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

**Cultural Resources** – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

**development project** – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R. 86.

**director** – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

**effective date** – The date when the signatures of all parties to this agreement are present in the agreement.

**equipment** – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

**funding board or board** – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

**Funding Entity** – the entity that approves the project that is the subject to this Agreement.

**grant program** – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

**long-term compliance period** – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

**long-term obligations** – Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

**landowner agreement** – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

**match or matching share** – The portion of the total project cost provided by the Sponsor.

**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**Office** – Means the Recreation and Conservation Office or RCO.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The period beginning on the project start date and ending on the project end date.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project** – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

**project area** - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

**project completion or completed project** – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.



- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

**project start date** – The specific date identified in the Agreement on which the period of performance starts.

**RCFB** – Recreation and Conservation Funding Board

**RCO** – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

**RCW** – Revised Code of Washington

**reimbursement** – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**secondary Sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**tribal consultation** – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

**useful service life** – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

**WAC** – Washington Administrative Code.

## **PERFORMANCE BY THE SPONSOR**

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

## **RESPONSIBILITY FOR PROJECT**

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

## **INDEMNIFICATION**

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not

apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

#### **INDEPENDENT CAPACITY OF THE SPONSOR**

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

#### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **COMPLIANCE WITH APPLICABLE LAW**

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
  - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
  - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community

service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

## ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
  - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement.** Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
  - 1) Keep the IDP at the project site.
  - 2) Make the IDP readily available to anyone working at the project site.
  - 3) Discuss the IDP with staff and contractors working at the project site.
  - 4) Implement the IDP when cultural resources or human remains are found at the project site.

## F. Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
  - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
  - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

## RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a



waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

## PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
  - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

## RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

## COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - 1) The Sponsor's matching resources;
  - 2) The project's total cost;
  - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
  - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
  - 1) Grant program laws, rules, and applicable manuals;
  - 2) Value of any service(s) furnished;
  - 3) Value of any opportunities furnished; and
  - 4) Prevailing range of public fees in the state for the activity involved.

## PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
  - 1) Publish a notice to the public requesting bids/proposals for the project;
  - 2) Specify in the notice the date for submittal of bids/proposals;
  - 3) Specify in the notice the general procedure and criteria for selection; and
  - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

## TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the

equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

## **RIGHT OF INSPECTION**

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

## **STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

## **PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

## **ACKNOWLEDGMENT AND SIGNS**

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
  - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

## **PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS**

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if

the RCO guidance would not meet such requirements.

- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

#### LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

#### CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
  - 2) In a reasonably safe condition for the project's intended use;

- 3) Throughout its estimated useful service life so as to prevent undue deterioration;
  - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
  - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
  - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

#### **ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

#### **LIMITATION OF AUTHORITY**

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

#### **WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

#### **APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH**

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

#### **SPECIFIC PERFORMANCE**

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy

of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

## **TERMINATION AND SUSPENSION**

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

### **A. For Cause.**

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
  - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
  - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
  - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

### **B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

### **C. Rights and Remedies of the RCO.**

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

### **D. Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean



all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

## **DISPUTE HEARING**

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

## **ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

## **GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

## **SEVERABILITY**

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

## **END OF STANDARD TERMS AND CONDITIONS**

This is the end of the Standard Terms and Conditions of the Agreement.

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**TITLE:** Grant approval for American Lake Park Improvements

**TYPE OF ACTION:**

— ORDINANCE NO.

— RESOLUTION NO.

**REVIEW:**

November 15, 2021

**ATTACHMENTS:**

RCO Grant agreements and DOC award letter

X MOTION NO. 2021-87

— OTHER

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

**RECOMMENDATION:** It is recommended that the City Council accept three grants from the State of Washington and authorize the City Manager to execute agreements with the Recreation Conservation Office (RCO) and the Department of Commerce for the American Lake Waterfront Access Improvement Project.

**DISCUSSION:** In May, 2020 City Council passed a resolution to authorize and allow the City to apply for a variety of grants to offset the cost of park capital improvements. The City also included a request for funds to support ADA improvements at American Lake Park as part of the 2021 Legislative agenda. The City was successful and has been offered three grants to make improvements to American Lake Park. All three grants are from different grant programs so they can be used as match against the other grants. This allows for more improvements at the site and reduces the impact to the City's general fund. The various grants include:

- Washington Wildlife and Recreation Program Local Parks: #20-1349D - \$500,000
- Aquatic Land Enhancement Account - #20-1760D - \$500,000
- Department of Commerce Grant - \$252,840.00.

**ALTERNATIVE(S):** the City could turn down one or more of the grants and pay for the improvements with City general funds (if available) or reduce the scope of work for the park improvement project.

**FISCAL IMPACT:** \$1,252,840 in revenue to offset construction costs.

Mary Dodsworth

Prepared by

*Mary Dodsworth*

Department Director

  
City Manager Review

**Project Sponsor:** Lakewood City of  
**Project Title:** American Lake Park Waterfront Access Upgrades

**Project Number:** 20-1349D  
**Approval Date:** 06/30/2021

## PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Lakewood City of (Sponsor, and primary Sponsor), 6000 Main St SW, Lakewood, WA 98499-5027, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

## PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account and State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## DESCRIPTION OF PROJECT

The City of Lakewood will use this grant to make waterfront improvements at the 5.5 acre American Lake Park. The project will improve water access to the lake by building an ADA accessible walkway to the beach, picnic areas, and boat launch; installing a small shelter; replacing a deteriorated stone retaining wall and bulkhead; and constructing new restrooms and an entry plaza. The primary opportunities provided by this project are passive recreation and water access.

## PERIOD OF PERFORMANCE

The period of performance begins on August 1, 2021 (project start date) and ends on December 31, 2023 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

## STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

## LONG-TERM OBLIGATIONS

For this development project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

## PROJECT FUNDING

The total grant award provided for this project shall not exceed \$1,000,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Local Parks	36.10%	\$500,000.00	State
RCFB - Aquatic Lands Enhancement Acct	36.10%	\$500,000.00	State
Project Sponsor	27.79%	\$384,920.00	
Total Project Cost	100.00%	\$1,384,920.00	

## RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

## AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

## COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Aquatic Lands Enhancement Account (ALEA) - Manual 21
- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Recreation Programs - Manual 10a

## **SPECIAL CONDITIONS**

### **1. Cultural Resources, Federal Nexus (Federal Permit)**

This project appears to be subject to the National Historic Preservation Act, Section 106, and therefore exempt from Governor's Executive Order 21-02. In order for this project to be exempt from EO 21-02, the Section 106 Area of Potential Effect (APE) must be inclusive of the entire RCO funded project area and cover all funded actions. The sponsor is encouraged to work with the federal permitting agency to align the Section 106 APE with the scope of work subject to this project agreement. If the APE does not include all actions subject to this project agreement, promptly notify the RCO grant manager, as this will require RCO to initiate cultural resources consultation following EO 21-02 for those activities not included in the federal APE. Before initiating any ground disturbing activities as described in this agreement, the Sponsor must submit to RCO evidence of completion of the appropriate cultural resource review process and receive from RCO a Notice to Proceed. RCO will withhold reimbursement of development or restoration expenditures until this requirement is met. Construction started without a Notice to Proceed will be considered a breach of contract. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation and Section 106 of the National Historic Preservation Act.

## **AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

### **Sponsor Project Contact**

Mary Dodsworth  
Director  
6000 Main St SW  
Lakewood, WA 98499-5027  
mdodsworth@cityoflakewood.us

### **RCO Contact**

Beth Auerbach  
Outdoor Grants Manager (OGM)  
PO Box 40917  
Olympia, WA 98504-0917  
Beth.Auerbach@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

## **ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

## **EFFECTIVE DATE**

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1349, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Lakewood City of

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

State of Washington Recreation and Conservation Office

On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: \_\_\_\_\_

Date: \_\_\_\_\_

For Megan Duffy  
Director  
Recreation and Conservation Office

Pre-approved as to form:

By: \_\_\_\_\_

Date: 06/01/2021

Assistant Attorney General



**Project Sponsor:** Lakewood City of  
**Project Title:** American Lake Park Waterfront Access Upgrades

**Project Number:** 20-1349D  
**Approval Date:** 06/30/2021

## Eligible Scope Activities

### ELIGIBLE SCOPE ACTIVITIES

#### Development Metrics

##### Worksite #1, American Lake Park

##### Boating Infrastructure

##### Breakwater development

##### Buildings and Structures

##### Construct / install restroom

Number of restrooms:

1 new, 0 renovated

Select the restroom type :

Restroom

##### General Site Improvements

##### Construct picnic shelter

Number of group picnic shelters:

1 new, 0 renovated

##### Develop circulation paths or access routes

Enter length of circulation paths and routes by surface type:

Concrete

160

Lighting provided (yes/no):

No

##### Develop viewpoint

Number of designated viewpoints:

0 new, 1 renovated

Select the viewpoint structures:

Benches/seating, View shelter

##### Install fencing/barriers

##### Install general site structures

Select one or more of the sheltered structures included in the project:

Other

Select one or more of the surface structures included in the project:

Plazas, Retaining wall

##### Install signs/kiosk

Number of kiosks:

0 new, 0 renovated

Number of interpretive signs/displays:

1 new, 0 renovated

Number of permanent entrance signs:

1 new, 0 renovated

Number of electronic signs:

0 new, 0 renovated

Project involves installation of informational signs (yes/no):

Yes

##### Install site furnishings

##### Landscaping improvements

Acres of landscaped area :

0.50

Select the landscape features:

Drainage, Grass/turf, Irrigation, Trees/shrubs

##### Site Preparation

##### General site preparation

##### Utilities

##### Install power utilities

Select the power utilities:

General service connection, Transformers/panels

##### Install sewage system

Number of dump stations: 0 new, 0 renovated  
Select the sewer utilities: Sewer connection

**Install stormwater system**

Select the stormwater utilities: Bio filtration swale, Catch basins

**Install water system**

Select the water utilities: Water service connection

**Water Access**

**Develop access point**

Number of designated water access points: 2  
Describe the designated water access point (stairs, ramp, etc.): ADA ramp to beach and accessible boat launch parking, and stairs

**Cultural Resources**

**Cultural resources**

**Permits**

**Obtain permits**

**Architectural & Engineering**

**Architectural & Engineering (A&E)**

**Project Sponsor:** Lakewood City of

**Project Number:** 20-1349D

**Project Title:** American Lake Park Waterfront Access Upgrades

**Approval Date:** 06/30/2021

## Project Milestones

### PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Design Initiated	08/01/2021	
X	Project Start	08/01/2021	
	Progress Report Due	12/31/2021	
	Annual Project Billing Due	12/31/2021	
	All Bid Docs/Plans to RCO	01/31/2022	
	SEPA/NEPA Completed	01/31/2022	
	Cultural Resources Complete	02/28/2022	Federal Nexus: Documentation of cultural resources compliance must be submitted to your grants manager, see special condition #1.
	Progress Report Due	03/31/2022	
	Bid Awarded/Contractor Hired	03/31/2022	
	Annual Project Billing Due	07/31/2022	
	60% Plans to RCO	08/31/2022	
	Applied for Permits	09/30/2022	
	Progress Report Due	09/30/2022	
	Construction Started	10/31/2022	
	50% Construction Complete	01/31/2023	
	RCO Interim Inspection	01/31/2023	
	Progress Report Due	03/31/2023	
	90% Construction Complete	04/30/2023	
	Construction Complete	08/31/2023	
	Funding Acknowl Sign Posted	08/31/2023	
	RCO Final Inspection	09/30/2023	
	Final Billing Due	10/16/2023	
	Final Report Due	10/31/2023	
	Agreement End Date	12/31/2023	

**Project Sponsor:** Lakewood City of  
**Project Title:** American Lake Park Waterfront Access Upgrades

**Project Number:** 20-1349D  
**Approval Date:** 06/30/2021

## Standard Terms and Conditions of the Recreation and Conservation Office

### Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE .....	9
CITATIONS, HEADINGS AND DEFINITIONS .....	9
PERFORMANCE BY THE SPONSOR .....	12
ASSIGNMENT .....	12
RESPONSIBILITY FOR PROJECT .....	12
INDEMNIFICATION .....	12
INDEPENDENT CAPACITY OF THE SPONSOR .....	13
CONFLICT OF INTEREST .....	13
COMPLIANCE WITH APPLICABLE LAW .....	13
ARCHAEOLOGICAL AND CULTURAL RESOURCES .....	14
RECORDS .....	15
PROJECT FUNDING .....	15
PROJECT REIMBURSEMENTS .....	16
RECOVERY OF PAYMENTS .....	16
COVENANT AGAINST CONTINGENT FEES .....	16
INCOME (AND FEES) AND USE OF INCOME .....	17
PROCUREMENT REQUIREMENTS .....	17
TREATMENT OF EQUIPMENT AND ASSETS .....	17
RIGHT OF INSPECTION .....	18
STEWARDSHIP AND MONITORING .....	18
PREFERENCES FOR RESIDENTS .....	18
ACKNOWLEDGMENT AND SIGNS .....	18
PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS .....	18
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS .....	19
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS .....	19
ORDER OF PRECEDENCE .....	20
LIMITATION OF AUTHORITY .....	20
WAIVER OF DEFAULT .....	20
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH .....	20
SPECIFIC PERFORMANCE .....	20
TERMINATION AND SUSPENSION .....	21
DISPUTE HEARING .....	22
ATTORNEYS' FEES .....	22
GOVERNING LAW/VENUE .....	22
SEVERABILITY .....	22
END OF STANDARD TERMS AND CONDITIONS .....	22

## STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 10/08/2021.

## CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**Agreement, terms of the Agreement, or project agreement** – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

**applicable manual(s), manual** – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

**applicable WAC(s)** – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

**applicant** – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

**application** – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**C.F.R.** – Code of Federal Regulations

**completed project or project completion** – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**contractor** – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

**conversion** – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

**Cultural Resources** – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

**development project** – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R. 86.

**director** – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

**effective date** – The date when the signatures of all parties to this agreement are present in the agreement.

**equipment** – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

**funding board or board** – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

**Funding Entity** – the entity that approves the project that is the subject to this Agreement.

**grant program** – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

**long-term compliance period** – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

**long-term obligations** – Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

**landowner agreement** – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

**match or matching share** – The portion of the total project cost provided by the Sponsor.

**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**Office** – Means the Recreation and Conservation Office or RCO.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The period beginning on the project start date and ending on the project end date.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project** – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

**project area** - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

**project completion or completed project** – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.



- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

**project start date** – The specific date identified in the Agreement on which the period of performance starts.

**RCFB** – Recreation and Conservation Funding Board

**RCO** – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

**RCW** – Revised Code of Washington

**reimbursement** – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**secondary Sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**tribal consultation** – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

**useful service life** – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

**WAC** – Washington Administrative Code.

## **PERFORMANCE BY THE SPONSOR**

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

## **RESPONSIBILITY FOR PROJECT**

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

## **INDEMNIFICATION**

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not

apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

### **INDEPENDENT CAPACITY OF THE SPONSOR**

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

### **COMPLIANCE WITH APPLICABLE LAW**

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
  - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
  - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community

service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

## ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
  - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement.** Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
  - 1) Keep the IDP at the project site.
  - 2) Make the IDP readily available to anyone working at the project site.
  - 3) Discuss the IDP with staff and contractors working at the project site.
  - 4) Implement the IDP when cultural resources or human remains are found at the project site.

## F. Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
  - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
  - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

## RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a

waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

## PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
  - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

## RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

## COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.



## INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - 1) The Sponsor's matching resources;
  - 2) The project's total cost;
  - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
  - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
  - 1) Grant program laws, rules, and applicable manuals;
  - 2) Value of any service(s) furnished;
  - 3) Value of any opportunities furnished; and
  - 4) Prevailing range of public fees in the state for the activity involved.

## PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
  - 1) Publish a notice to the public requesting bids/proposals for the project;
  - 2) Specify in the notice the date for submittal of bids/proposals;
  - 3) Specify in the notice the general procedure and criteria for selection; and
  - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

## TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the

equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

## **RIGHT OF INSPECTION**

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

## **STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

## **PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

## **ACKNOWLEDGMENT AND SIGNS**

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
  - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

## **PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS**

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if

the RCO guidance would not meet such requirements.

- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

#### LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

#### CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
  - 2) In a reasonably safe condition for the project's intended use;

- 3) Throughout its estimated useful service life so as to prevent undue deterioration;
  - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
  - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
  - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

## **ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

## **LIMITATION OF AUTHORITY**

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

## **WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

## **APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH**

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

## **SPECIFIC PERFORMANCE**

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy

of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

## **TERMINATION AND SUSPENSION**

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

### **A. For Cause.**

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
  - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
  - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
  - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

### **B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

### **C. Rights and Remedies of the RCO.**

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

### **D. Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean

all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

## **DISPUTE HEARING**

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

## **ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

## **GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

## **SEVERABILITY**

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

## **END OF STANDARD TERMS AND CONDITIONS**

This is the end of the Standard Terms and Conditions of the Agreement.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 15, 2021	<b>TITLE:</b> 2022 Human Services funding	<b>TYPE OF ACTION:</b>
		— ORDINANCE NO.
		— RESOLUTION NO.
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> 2022 Human Services funding recommendation; 2022 ARPA human services recommendation	<u>x</u> MOTION NO. 2021-88
		— OTHER

**SUBMITTED BY:** Brian Humphreys, Human Services Coordinator

**RECOMMENDATION:** Approve the attached 2022 human services general fund allocation and the attached 2022 human services ARPA allocation

**DISCUSSION:** This recommendation for the 2022 general fund allocation is the same as 2021, but with the budgeted \$10,000 increase divided equally among four Emotional Programming for Youth contractors to increase the City's investment in the issue of youth mental health. All contractors are in good standing.

2022 City of Lakewood Human Services Funding Recommendations		\$ 390,000.00
<b>EMOTIONAL SUPPORTS AND YOUTH PROGRAMMING</b>		\$ 135,000.00
Asian Pacific Cultural Center	Promised Leaders of Tomorrow	\$ 20,000.00
Boys & Girls Club	LIFT: Support for Youth	\$ 22,500.00
Communities in Schools of Lakewood	Integrated Student Supports	\$ 27,500.00
Oasis Youth Center	Support for Lakewood LGBTQ Youth	\$ 17,500.00
YMCA	Teen Outreach Initiative	\$ 22,500.00
Lakewood's Promise	Thriving Families and Youth Mental	\$ 25,000.00
<b>HOUSING ASSISTANCE AND HOMELESSNESS PREVENTION</b>		\$ 40,000.00
Catholic Community Services	Family Housing Network	\$ 14,000.00
Rebuilding Together South Sound	House Rehabilitation and Volunteer Day	\$ 14,000.00
Tacoma Rescue Mission	Shelter Services	\$ 12,000.00
<b>CRISIS STABILIZATION AND ADVOCACY</b>		\$ 68,000.00
Greater Lakes Mental Healthcare	LPD Behavioral Health Contact Team	\$ 25,000.00
Rebuilding Hope: Sexual Assault	Advocacy & Therapy	\$ 12,500.00
YWCA	Domestic Violence Services	\$ 18,000.00
Springbrook Connections	Direct Services & Resource Connections	\$ 12,500.00
<b>ACCESS TO HEALTH AND BEHAVIORAL</b>		\$ 41,500.00
Community Health Care	Behavioral Health Services	\$ 14,000.00
Lindquist Dental Clinic for Children	Uncompensated Care Fund	\$ 15,000.00
Pierce County Project Access	Donated Care	\$ 12,500.00
<b>ACCESS TO FOOD</b>		\$ 105,500.00
Emergency Food Network	Co-op Food Purchasing Program	\$ 25,000.00
St. Leo Food Connection	Mobile Food and Backpack Programs	\$ 25,000.00
Nourish Pierce County	Nutritious Food for Families in Need	\$ 25,000.00
Tillicum Community Center	Emergency Services - Food	\$ 15,000.00
Making a Difference Foundation	Eloise's Cooking Pot Food Delivery	\$ 15,500.00



**DISCUSSION CONTINUED:** This recommendation for the 2022 ARPA human services funding is investing in the two Lakewood's Promise strategic initiatives that have been confirmed to be increased needs as a result of COVID-19: workforce development and youth mental health.


2022 City of Lakewood ARPA Human Services Funding Recommendations		<b>\$68,830</b>
<b>WORKFORCE DEVELOPMENT</b>		
Career TEAM	Lakewood Thrives	\$34,830
<b>YOUTH MENTAL HEALTH</b>		
Clover Park School District	Youth Mental Health Services Coordinator	\$34,000

**ALTERNATIVE(S):** Council could make changes to these allocations before approving.

**FISCAL IMPACT:** \$390,000 from the general fund human services budget. \$63,830 from the ARPA human services budget.

Brian Humphreys, Coordinator  
Prepared by

Mary Dodsworth  
Department Director

  
City Manager Review

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**REVIEW:**

November 8, 2021

**TITLE:** Lodging Tax Advisory Committee (LTAC)

Recommendations Authorizing 2022 Contracts for Tourism Services

**ATTACHMENTS:**

- Memo
- Draft 9/23/2021 Retreat Minutes

**TYPE OF ACTION:**

ORDINANCE NO.

RESOLUTION NO.

MOTION 2021-89

OTHER

**SUBMITTED BY:** Tho Kraus, Deputy City Manager

**RECOMMENDATION:**

Authorize the City Manager to enter into 2022 LTAC grant contracts as recommended by LTAC.

**DISCUSSION:**

Please see attached memo.

**ALTERNATIVE(S):**

1. The City Council may accept or reject any of the LTAC funding recommendations;
2. Return the recommendations to the LTAC for further consideration. Under this alternative, the City Council would need to provide direction as to what it desires from the committee; or
3. Decline to take action on some but not all of the proposed recommendations; however, be advised that the City has entered into a multi-year interlocal agreement with Clover Park Technical College (CPTC) on the use of the McGavick Center (\$101,850 for 20 years beginning in 2007).

**FISCAL IMPACT:**

Recommendations totaling \$780,500 (details provided in attached memo).

Tho Kraus

Department Director

City Manager Review



To: Mayor and City Councilmembers  
From: Tho Kraus, Deputy City Manager  
Through: John J. Caulfield, City Manager  
Date: November 15, 2021  
Subject: 2022 Lodging Tax Funding Allocations

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### **Overview**

As authorized under state law, the City of Lakewood has enacted a lodging tax. The City receives a 7% share of the taxes collected by Washington State from lodging-related businesses located within the City.

The 7% breaks down into 4% which can be used for tourism promotion, or the acquisition of tourism-related facilities, or operation of tourism-related facilities. The additional 3% is restricted to the acquisition, construction, expansion, marketing, management, and financing of convention facilities, and facilities necessary to support major tourism destination attractions that serve a minimum of one million visitors per year.

The memorandum discusses the City's Lodging Tax Advisory Committee (LTAC), the estimated funds available, how the funds may be used, grant requests and recommendations.

### **Lodging Tax Advisory Committee**

If a city collects lodging tax, state law requires the formation of a lodging tax advisory committee. The committee must have at least five members who must be appointed by the city council. At least two of the members must represent businesses required to collect the tax, and at least two of the members of the committee must represent entities who are involved in activities authorized to be funded by the tax. The fifth member must be an elected official of the city, who shall serve as chair of the committee. There is no maximum number of participants on the lodging tax advisory committee.

One role of the LTAC is to consider requests for use of lodging tax funds. LTAC considers these requests through a public process, which is intended to generate comments and funding recommendations. These are forwarded to the Lakewood City Council who, in turn, reviews all of LTAC's proposals and votes yes or no to each one. The City Council cannot modify the recommended amounts or vendors provided to them by LTAC.

## 2021 Estimated Funds Available for 2022 Grant Awards

	Restrictions on Use		Total Estimated Funding Available for 2022 Grant Awards
	4%	3%	
	Reserved for tourism, promotion, acquisition of tourism related facilities, or operation of tourism related facilities.	Reserved for acquisition, construction, expansion, marketing, and management of convention facilities.	
Estimated Ending Balance, 12/31/2021	\$1,120,257	\$726,986	\$1,847,243
Less: Required CPTC McGavick Center Allocation	\$0	(\$101,850)	(\$101,850)
<b>Available Balance for 2022 Allocation</b>	<b>\$1,120,257</b>	<b>\$625,136</b>	<b>\$1,745,393</b>

## Grant Requests

In August 2, 2021, the City solicited for and received 18 proposals requesting \$737,150. Additionally, the City had previously committed to make annual payments of \$101,850, beginning in 2007, for 20 years to Clover Park Technical College for the construction of the Sharon McGavick Student/Conference Center.

## 2022 Grant Award Recommendations

The LTAC was provided completed applications on September 13, 2021 for review. On September 23, 2021 the LTAC met for a full day to hear presentations by each of the applicants. The members of the committee carefully considered each request based on the following criteria:

- Funds available
- Past performance
- Ability to attract tourism, particularly from outside the 50 mile radius
- Strength of the applications
- City of Lakewood's desire to retain dollars for future capital project(s)

Below are the Lodging Tax Advisory Committee's recommendations:

2021 Requests for 2022 LTAC Grant Funds Applicant	Funding Request		Recommended Funding	
	Non-Capital	Capital	Non-Capital (4%)	Capital (3%)
	Available		\$ 441,607	\$ 726,986
Lakewood Historical Society	\$ 35,000	\$ -	\$ 35,000	\$ -
Lakewold Gardens	85,000	-	85,000	-
Historic Fort Steilacoom Association	15,000	-	15,000	-
Asian Pacific Cultural Center	15,000	-	15,000	-
Travel Tacoma - Mt Rainier Sports	100,000	-	100,000	-
LSCA - International Festival	5,500	-	5,500	-
LSCA - Gimhae Delegation	20,550	-	20,550	-
Lakewood Arts Festival Association	20,500	-	20,500	-
Lakewood Playhouse	25,000	-	25,000	-
Chamber of Commerce - Nights of Lights	25,000	-	25,000	-
Chamber of Commerce - Tourism	100,000	-	100,000	-
Rise Against Racism	28,500	-	0	-
CoL – SummerFEST	80,000	-	80,000	-
CoL – Farmers Market	35,000	-	35,000	-
CoL – Summer Concert Series	20,000	-	20,000	-
CoL – Media Communications	50,000	-	50,000	-
CoL - Love Lakewood Festival Series, First Saturdays	60,000	-	30,000	
CoL - Lakewood Film Festival, REEL Life 96	17,100	-	17,100	
	\$ 737,150	\$ -	\$ 678,650	\$ -
	Subtotal	\$ 737,150	Subtotal	\$ 678,650
CPTC McGavic Center (Committee, Annual Payment)	\$ -	\$ 101,850	\$ -	\$ 101,850
	\$ 737,150	\$ 101,850	\$ 678,650	\$ 101,850
	Total	\$ 839,000	Total	\$ 780,500



**LODGING TAX ADVISORY COMMITTEE (LTAC)**  
**September 23, 2021 - Thursday – 8:30 A.M.**  
**Council Chambers (and via Zoom)**

**CALL TO ORDER**

Chair Mayor Don Anderson called the meeting to order at 8:45 a.m.

**ROLL CALL** (Committee members announced their presence)

Members present: **In person:** Lakewood Mayor Don Anderson, Chair; Chelene Potvin-Bird, President/CEO - Travel Tacoma; Phillip Raschke, Board member - Lakewood Playhouse; Linda Smith, President/CEO - Lakewood Chamber of Commerce. **Remote:** Jarnail Singh - Comfort Inn & Suites.

Members Absent: Asuka Ludden - Best Western Lakewood Motor Inn; Jessica Christensen - Holiday Inn

City staff present: Tho Kraus, Deputy City Manager; Manny Cristobal, Finance Supervisor; Briana Schumacher, Clerk of the Council, (part-time tech assistance).

Councilmember Belle was in the audience as observer.

**PUBLIC COMMENTS** - None.

**MEETING MINUTES APPROVAL** - The motion to approve the 2020 meeting minutes passed unanimously.

**2021 GRANTS STATUS & FUND BALANCE** – Tho Kraus, Deputy City Manager.

Ms. Kraus gave an overview of the City of Lakewood's (the City) 7% share of the Washington State's lodging taxes paid by lodging businesses in the City. She stated that the 7% share of lodging tax breaks down to 4% that is restricted for tourism promotion or operation of tourism-related facilities, and 3% is restricted for tourism-related capital facilities acquisition, construction or expansion. She announced that \$1,745,393 is available for allocation in 2022 (net of McGavick lease debt service requirement). Ms. Kraus explained that of the amount available, \$1,120,257 came from the 4%, which is the unrestricted portion that can also be used for capital, and \$625,136 is from the 3% that is restricted for capital purposes only. She also commented that lodging taxes have been growing in 2021 but added that bookings may be slowing down again due the renewed health restrictions caused by the pandemic resurgence, and thus revenue estimates were lowered from the prior year - \$1.00M down from \$1.16M. Chair Mayor Anderson asked to confirm that the estimates Ms. Kraus used were not too overly optimistic to which Ms. Kraus replied in agreement and added that it was also neither too pessimistic that the City misses out on opportunities.

**2022 GRANT PROPOSAL PRESENTATIONS**

Chair Mayor Anderson briefly summarized the rules for: (a) the lodging tax awards process conducted by LTAC, (b) allowable use of funds for operating and capital, (c) the public meeting forum for determining awards, and (d) the Council's role after the awards are submitted.

**Lakewold Gardens (LG)** – Susan Warner, Executive Director, Cassandra de Kanter, Grants and Resource Specialist.

Ms. Warner thanked LTAC for their support and introduced Ms. De Kanter, their grant writer. Ms. Warner then presented a pie chart of LG's planned spending allocation if awarded funds in 2022 which shows "Winter Solstice Lights" getting the bulk of the funding, followed by mission-related activities such as the nationally recognized "Music from Home." She also presented recent data on (a) number of visitors to LG by point of origin, where 78% comes from outside the City; (b) data on website traffic which shows most viewers come from Seattle, Tacoma and Lakewood, and (c) data on social media followers with most coming from Tacoma. She pointed out that the data shows the efficacy of their mission-driven programs as well as their traditional offerings like weddings. She explained that they are only allowed to hold 15 commercial wedding rentals due to their nonprofit status but can do 50 other rentals each year. She heralded their "Here Comes the Guide" publication which creates the most wedding bookings. She mentioned that LG will participate in the Flower and Garden Show this year. Ms. Warner expressed that LG is more than a venue as they generate their own programming, among them, (a) Veterans Arts Center; (b) group painting session for vets; (c) the aforementioned Music from Home, (d) local music concerts, live and virtual; (d) Harmony in Nature, this year, presents piano music linked to the wolf tree where lights change with the music; (e) in 2022, a high-tech garden lights exhibit and (f) All Hallows Eve presents the Haunting of LG; and (f) Fairyfest, which they've expanded to a multi-cultural focus. Ms. Warner stated that they are expanding their presence in social media, like Yelp and Google, and publishing their programming in Peach Jar flyer distribution and Washington Home School platforms to reach new audiences. Finally, she proudly mentioned that their goal is to make LG the center for art, music and nature in the area and is making a big difference.

Chair Mayor Anderson asked Ms. Warner to remind them on how much they were requesting and how they will use it. Ms. Warner responded that the amount of their request is \$85K. Ms. De Kanter reiterated that the funds will be used to expand online marketing on the various programs that were highlighted by Ms. Warner in the presentation.

Member Potvin-Bird asked about their attendance and how they fared during the pandemic. Ms. Warner mentioned that they were closed in 2020 for only 2.5 months and that when the Garden was opened they had significant attendance in person as well as great virtual participation especially with their YouTube programming.

**Historic Fort Steilacoom Association (HFSA)** – Joseph Lewis, Secretary

Mr. Lewis began by describing the new online activities they have deployed, such as, (a) enhancing their website, (b) using targeted emails, (c) adding social media to their communication strategy, (d) subscribing to Eventbrite for selling tickets online, (e) making a digital version of their Newsletter, and (f) using Zoom for virtual programming which helped during the COVID environment. He stated that they are requesting \$15,000 for 2022, \$3,000 more than the previous year, as they plan on hiring a videographer to do a major update of their 20-year-old orientation video to add new elements and perspectives. He added that their new president has helped them in networking, by partnering with other influential local organizations. He also announced that their biggest change came from increasing their number of board members and officers to 15 by October, which will include 6 women and 2 tribal members. Mr. Lewis thanked the board for their previous support, although they were not able to spend most of the 2020 award due to COVID closures, but they are planning on using most of the 2021 funds and he implored LTAC to provide them with the requested funds for 2022 to continue their initiatives.

Member Potvin-Bird asked how many people attend Fort Steilacoom each year. Mr. Lewis responded that the number of visitors is around the 250-level. Member Raschke followed up about potential changes in



their relationship with Western State Hospital and DSHS, to which Mr. Lewis replied that they have a good relationship with DSHS, their landlord, and remarked that we all are waiting for future developments about the recent restructuring talks.

**Lakewood Sister Cities Association – International Festival** - Kathleen Hoban, Vice President (proxy for Connie Coleman-Lacadie, President)

Ms. Hoban introduced herself as presenting in place of Connie Coleman-Lacadie who is out of town. She related how the pandemic has influenced them greatly with Summerfest, their major venue being cancelled. She mentioned that it was helpful to be granted the flexibility to schedule events at different times and venues and that this year they will hold it at the 25<sup>th</sup> Anniversary celebration next Saturday. She stated that they were able to use the 2021 funds to pay stipends of the international entertainment group and that they hope to get the opportunity next year to continue their mission to provide diversity through international dance, music and culture. She reiterated their request for \$5,500 for the event.

**Lakewood Sister Cities Association – Gimhae Delegation** – Kathleen Hoban, Vice President

Ms. Hoban next talked about their project to host the Mayor of Gimhae and delegation which they last hosted in 2019 to prepare the groundwork to become sister cities. She mentioned that due to pandemic the celebration of the memorandum of understanding to become sister cities scheduled for 2020 has been postponed to 2022. She ended by remarking that Gimhae has proven to be a staunch ally to the City of Lakewood as demonstrated by their donation of thousands of PPE and other safety equipment to the City, and also their support of the 25<sup>th</sup> Anniversary Arts Contest.

Chair Mayor Anderson noted the Gimhae donation of about \$20,000 worth of safety equipment which included good quality PPEs. He extended great appreciation to the City of Gimhae's gesture.

**Asia Pacific Cultural Center (APCC)** - Faaluaina Pritchard, Executive Director

Ms. Pritchard described their experience this year as amazingly successful. She said this is the first time they did the event in the Clover Park stadium parking lot where it was well-attended. She reminded that the City's Asia-Pacific population has kept growing, now at 17%, primarily due to the presence of JBLM which has significant Asia-Pacific Islanders representation. She also informed that a lot of businesses in Lakewood are Asian-owned. She recounted that this year's event was held at different places with good participation by Asian-Pacific residents of the City. She stated that they are requesting \$15K to help put up the annual Samoan Cultural Day for next year, which will be their 12<sup>th</sup> year of holding the event. She said that they will continue streaming their activities to increase their reach and promote the City. She expressed gratitude to the LTAC for this year's award which helped them do a lot more activities.

Member Potvin-Bird asked if APCC tracks how many people attend their events to which Ms. Pritchard remarked that there are always over 300 attendees each year including visitors from Oregon, California and Samoa. Member Potvin-Bird asked if they face competition from other events in other places to which Ms. Pritchard remarked that no one else does what they do. Ms. Pritchard said that they pivoted to a food festival theme this year due to the pandemic, but because of its success they will consider incorporating it again in future celebrations.

Chair Mayor Anderson commented that he always enjoyed the APCC events. Ms. Pritchard acknowledged and added that she is thankful to Councilmember Brandstetter and State Representative Leavitt who participated at this year's event.

**Travel Tacoma Mt. Rainier Tourism & Sports (TT) - Dean Burke, President/CEO**

Mr. Burke started by stating basically as they go into 2022, they will be doing a reset of 2021 as conditions improve and that their 2022 target is to generate 63,500 room nights. He mentioned last year they've adopted the largest tracking platform; and, that their technology partner on this have on boarded MGM and Dollywood as new destinations. He showed the trend of annual daily visitors as impacted by the Delta variant. He also mentioned that in 2022, they are improving the geo-fence zoning for Lakewood to refine the City's actual ranking as measured in terms of POI visits. He spotlighted planned 2022 events, such as, PGA Canada tour; cross country, Glass Art Society global conference, and NCAA D2 Festival. He summarized the key things that will help everyone to navigate through the pandemic which include flexibility and adaptability and capital investments in safety.

Chair Mayor Anderson asked for more information about the planned NCAA events. Mr. Burke replied that one cross country event is planned in Pierce County. The group asked about increased capacity for hotels. Ms. Potvin-Bird, as TT representative, replied that the Marriott is now in downtown Tacoma adding to room capacity to accommodate any convention traffic increase.

**Lakewood Chamber of Commerce – Tourism - Linda Smith, President/CEO**

Ms. Smith began by commenting on the very challenging year and a half for the hospitality industry and that the Chamber wants to continue to be lead marketing organization for the City. She mentioned the modified travel campaign they started last year will continue through 2022. She also revealed that Lakewood and smaller cities have the advantage as visitors feel safer in them than in highly urbanized areas. She stated that their focus market continues to be Seattle- north, Eastern Washington, Idaho and Portland south. She informed that even with COVID they will continue to maintain their Visitor Information Center, which is open 7 days a week, as visitors still prefer printed materials for obtaining tourism information but also maintain a robust online presence through their website and social media. She said that they will keep producing travel videos including "Best Kept Secrets" to air online and in cable networks; and, expand their drive tour itineraries. She also plans on partnering with other tourism umbrella organizations, such as Travel Tacoma, to expand their reach. Ms. Smith then showed their website and highlighted the major sections and offerings.

Chair Mayor Anderson asked if the Chamber has any plans for collective marketing of mom-and-pop restaurants suffering from the pandemic. Ms. Smith pointed out that currently no well-known named restaurants are marketed in traditional Chamber promotions, but they focus more on the low-budget local family-operated restaurants such as those featured in their destination drive-tour videos. She agreed that there is opportunity there to identify other small restaurants and promote them.

Member Potvin-Bird asked if the Chamber generates a dining guide to which Ms. Smith replied yes, but that not all restaurants in the City participate. Ms. Potvin-Bird remarked that is beneficial to maintain an online listing which include the smaller ethnic restaurants because it's the uniqueness that makes the destination more robust.

**Lakewood Chamber of Commerce – Nights of Blue Lights**

Ms. Smith mentioned that this event is the way to brand the community for the holiday season. She then narrated the history of the origins of the blue Lights which started with decorating the Colonial Plaza theatre and that the exhibit was brought back by the Chamber in 2019 and has received popular recognition. She propose that Lakewood be branded as City of Blue lights this holiday season. She also mentioned that last year veteran roofers were involved in installing the blue lights. This year the event will be kicked off by an outdoor community event at Colonial Plaza with fireworks added to the finale.

Chair Mayor Anderson asked how many businesses participated last year. Ms. Smith answered 23 businesses worked with the Chamber for installing blue lights on their buildings but many more put their own lights up. Chair Mayor Anderson follow by asking if there are sources of blue lights available to businesses and the general public. Ms. Smith replied that they have a limited inventory but the current world-wide supply chain crunch has made supplies difficult to obtain but they are ready to help out businesses that reach out to them.

**Lakewood Historical Society (LHS)** - Phil Raschke, Board member; Sue Scott, President; Glenn Spieth, Board member

Mr. Raschke introduced Ms. Scott, LHS President and Mr. Speith, Board member. He started by providing a brief history of the museum. He then reflected on the prior year experience of being closed most of the year but announced that they are back on track. He highlighted their move to their new location in Colonial Plaza which they renovated using their own resources. He mentioned that LHS is run primarily by volunteers a paid consultant. He added that their total annual operating cost is \$61K supported by \$6K from membership, \$12K in donations, \$8K in grants and special events but expect a \$35K shortfall which they expect to be covered by their requested funds. He informed that their goal is to conduct 10 historical events, and that they've already done 2, this year. He mentioned they are now employing technology in their operations, such as, motion-activated exhibits and use of QR codes to provide supplemental exhibit information. He informed that they are open 2 days a week, noon to 4 but that right now it's hard to draw "docents" in due to COVID. Mr. Raschke mentioned that they publish the Prairie Gazette which continually highlights the history of the City of Lakewood. He added that they installed window designs that highlight historical events. He mentioned that renovation also added a great sound system that can be used for multiple events. He recounted their July 17 opening ceremony this year which was well attended. He mentioned the showing of a classic movie in August which was sold out. He then continued to announce upcoming programs expected to be popular. Finally, he heralded the museum's motto: preserving yesterday, educating tomorrow, and how important the museum is to the City.

Chair Mayor Anderson commented on the latest Prairie Gazette issue. Mr. Raschke pointed out that of all the Gazette issues, this one captures the history of Lakewood.

**City of Lakewood Communications – Imaging Promotions 2022** –Becky Newton, Economic Development Manager and Jim Kopriva, Communications Manager

Ms. Newton reflected on their 2020 program were they had to pivot due to the pandemic and was not able to use all the funding. She highlighted their new "Nearcation" project that was born from the prior year experience, with the new focus on golf, food, amenities and history. She demo'ed their website and walked through some of its features.

Mr. Kopriva discussed their approach to marketing for 2021 and future years. He emphasized that continued funding will support raising the level of awareness of Lakewood and its attractions, create economic activity in terms of retail sales, and increase events attendance and hotel-motel overnight stays. He stated that the key metric is cost per mille (per thousand impressions) and showed current CPM numbers on popular Lakewood events. He stressed that the requested funds for 2022 will be spent on creating impressions to attract attention and increase tourism, building on and promoting previous investments in content. Finally, Mr. Kopriva characterized their goal for this request as SMART (**S**pecific, **M**easurable, **A**ttainable, **R**elevant, and **T**imely)

Ms. Potvin-Bird commented that they, in Travel-Tacoma, face the same challenge of proving that their marketing campaign is delivering an ROI and she appreciates the mention that other indirect measures of engagement, attendance, and information by zip codes are important to determine reach.

Chair Mayor Anderson noted the increasing number of impressions needed to effect a desired result.

**Lakewood Playhouse - James Venturini – Interim Managing Artistic Director**

Mr. Venturini stated that the Playhouse has been operating for 83 years and have received LTAC marketing support for a long time. He showed their 2021-22 brochure which will be distributed in kiosks throughout the Puget Sound area supplemented by weekly ads in Tacoma News Tribune, ads on Facebook and other social media, email newsletters, and posters,. He stated that their current website promotes their 83<sup>rd</sup> season as well as the City. He described their journey back from the COVID pause and emphasized that they did not want to do anything different, but rather return to previous normal. He recounted that they worked hard to keep playhouse open despite the pandemic and how they've gotten support from Feds, State, Pierce County Arts Commission, Tacoma Community Foundation, Seattle ARTS fund, other organizations and individual contributions helped them stay afloat through the pandemic. He stressed that marketing support is much needed now to attract back audiences and keep them going. He declared that since they are just opening now, they will not be able to use up all the funds awarded in 2021. He mentioned that they are requesting \$25K to be used on online ads, display ads and video production in 2022.

Member Raschke inquired about their Youth theater operations during the previous year under COVID. Mr. Venturini explained that they did maintain an active youth theater online with minimum production offerings. He described the difficulty of getting productions on Zoom, but it was important as far as it kept the LPH name in the public's attention. He said that now they are ready to show what they do with their first full production show scheduled to open tomorrow. He mentioned that they typically have 7 full production shows, and some special events per year.

Chair Mayor Anderson clarified the amount the LPH is requesting. Mr. Venturini confirmed that they are requesting \$25,000 for 2022. (A typo on the amount requested schedule was subsequently corrected).

**Lakewood Arts Festival Association - Robert Lawrence, Chairman**

Mr. Lawrence, also president of the LPH Board, opened by recognizing Mr. Venturini for his effective handling of the Playhouse's HR issue and financial difficulties in 2020. He then thanked the LTAC for considering the Arts Festival Association's grant application. He mentioned that this year is their 9<sup>th</sup> annual production and they are doing film, art and books in a 3-day event and the combination of all 3 makes it unique. He stated that the festival now goes by the acronym FAB (for film, arts and books) and they have copyrighted their new logo. He added that they plan on showing 7 films and having an art contest. He alerted, however, that the Association is still facing headwinds due to the health emergency with people being required to sign in and have proof of vaccination, but noted that people are starting to come back to their events. He also stated that they partnered with TNT Center and put out 37K emails and 35K posts to social media. He emphasized their goal to create an artistic festival in Lakewood, attracting visitors from the State as well as nationwide, and that this is attainable because of easy access to I-5, close to international airport, affordable lodging, great restaurants and free parking.

Chair Mayor Anderson asked about their anticipated attendance. Mr. Lawrence recalled that they had 1,200 in 2019 but only expect 800-900 this year due to the COVID resurgence, and 2022 will depend on the health situation. He stressed that what's positive is the synergy between the FAB, Playhouse and Historical Society which contributes to mutual success.

**City of Lakewood PRCS – Farmers Market - Sally Martinez, Parks and Recreation Coordinator**

Ms. Martinez opened by describing the “amazing journey” that they had despite the pandemic. She narrated that they moved the venue to Fort Steilacoom Park which afforded increased social distancing, Vendor sales this year reached close to \$50K double that in 2020 and quadruple that of 2019. Thousands more people attended. Strategy of making it a one-stop shop. Noted that this is due to shopping outside being safer than inside. She stated that she brought games for kids, so parents can shop while kids play, dogs were allowed and entertainment provided. The market added had 22 new crafters and food vendors this year. She emphasized the numerous women and veteran owned vendors. She also presented survey results which showed that visitors appreciated the vendors, location, food, time, community and the staff, majority of attendees are women age 31-60, 13% are from outside the 50 mile radius and from out of state, 46% stated that it was their first time visiting the market and that 62% said the Farmers Market is their primary reason for being in the area on Fridays.

**City of Lakewood PRCS – SummerFEST - Sally Martinez, Parks and Recreation Coordinator.**

Ms. Martinez started by reporting that this year’s festival was cancelled as in the prior year but that the 2022 event has been penciled for 7/23/22 to be held at Fort Steilacoom Park. She presented a deck showing the 2019 event and described their strategy for 2022 of retelling their story to successfully make a comeback from the pandemic closures. She stressed their need for resources for paid advertising in JBLM guides and programs, school newsletters, and Connections magazine. She also mentioned that they have secured new sponsorships, including a new radio sponsor, and currently have received pledges of over \$30k. She stressed that these sponsors advertise to their constituents and exponentially increase the awareness of the event.

**City of Lakewood PRCS – Summer Concert Series - Sally Martinez, Parks and Recreation Coordinator**

Ms. Martinez reported that the Summer Concert was cancelled due to COVID although they did the planning activities this year. She mentioned that they were able to invite and schedule seven bands in different music genres before the cancellation. She stated that they are looking forward to the 2021 event and that their venue, the Pavilion at Fort Steilacoom Park, will allow them to comply with COVID restrictions. She shared a slideshow from last year which showed the activities that they created for their guests and stated that these events are needed by the community especially at this time. She reminded the committee that these concerts are free to the community; old to younger, all cultures and with all abilities. She next mentioned that they engage with Asia Pacific Cultural Center to provide entertainment and bring in food trucks. She closed by stating that they are constantly exploring ideas on how they can pivot in terms of event offerings under this environment.

**City of Lakewood PRCS – Saturday Streets Festival – Sally Martinez, Parks and Recreation Coordinator**

Ms. Martinez opened by stating that this is a first time event series with plans for having six Saturday events during the months of May-October at the Motor Ave/Colonial Plaza outdoor event space. She described that each event will be differently themed but will have the same core elements of food, dance, music, cultural element, art element, and teen element. She expressed delight in highlighting the beautiful Colonial plaza and creating a new event series that is in line with the City Councils' Goals of "celebrating, valuing and supporting the cultural diversity of the community through ... events." And to "continue to improve the quality of life for all residents, businesses and visitors."

**City of Lakewood PRCS – Reel Life 96 – Linda Mcdermott, Chair - Lakewood Arts Commission**

Ms. Mcdermott presented their project, Reel Life 96, a short film contest that has been an important part of the Lakewood Independent Film Expo. She described it as a short film competition that brings together storytellers of every generation and ethnicity to write, shoot and edit a 4-minute film of their own making in the time of 96 hours. She stated that “Reel Life 96” celebrates and supports the uniqueness and diversity of storytellers through the creative medium of film. She announced that the screening gala and awards

will be held at the McGavick Center. She also heralded the project's fostering of community engagement with various local arts and other tourism organizations.

**Rise Against Racism** – The organization pre-announced that they will have no presenters in attendance.  
**GRANT FUNDING DECISIONS**

(LTAC deliberations commenced to determine the amount of grants to be awards).

#### **Basis for Awards and Other Recommendations**

- Lakewood Historical Society – The committee granted the full amount requested of \$35,000.
- Lakewold Gardens – Members noted the increase in activity and the boost to tourism of LGs new offerings. They decided to grant the full amount requested of \$85,000.
- Historic Fort Steilacoom Association - The members talked about the issues that the organization faced last year and appreciated their move to more online ads and programming to improve attendance. They awarded the full amount requested of \$15,000.
- Asia Pacific Cultural Center – Members noted that the activity is important to the City as far as encouraging diversity in the community. They decided to grant the full amount requested of \$15,000.
- Travel Tacoma (TT) – LTAC acknowledged the importance of TTs visitor tracking application and its benefits to other organizations. Member Potvin-Bird remarked that at some point a measurement of the ROI of the program would be nice to have for future decisions. The committee awarded the full amount requested of \$100,000.
- Lakewood Sister Cities: International Festival – The committee approved the full amount requested of \$5,500.
- Lakewood Sister Cities: Gimhae Delegation – LTAC noted last year's cancellation of the delegation visit and the donation of PPE by the City of Gimhae. The committee granted the full amount requested of \$20,550.
- Lakewood Arts Festival – LTAC noted their strategy of combining film, arts and books. They granted the full amount requested of \$20,500.
- Lakewood Playhouse – LTAC noted the Playhouse's difficulties in the previous two years. They granted the full amount requested of \$25,000.
- Chamber of Commerce - Night of Lights – LTAC noted the increase in participation of the event and the lighting equipment supplies issue. The committee approved the full requested amount of \$25,000.
- Chamber of Commerce (CC) - Tourism – LTAC member Raschke stressed the important role of the CC with its involvement with the City. The committee approved the full requested amount of \$100,000.
- Rise Against Racism – LTAC reviewed the application and noted missing requirements, such as, a balance sheet, organizational budget and E-verify acknowledgment. They also noted the absence of a

presenter to discuss the project and answer questions about the event. The decision was made not to grant an award.

- Summerfest – LTAC noted the 2-year closure of the event and the prospects for the return of the popular event in 2022. The committee approved the full amount requested of \$80,000.
- Farmer’s Market – LTAC commended the success of the event despite the pandemic conditions. They decided to award the full amount requested of \$35,000.
- Summer Concert Series – LTAC noted the popularity of the event and the successful return this year. They awarded the full amount requested of \$20,000.
- Media Communications – LTAC appreciated the marketing approach of the City and the use of online technology. Member Potvin-Bird commented that a measure of ROI will be necessary at some point to assess future requests. The committee granted the full amount requested of \$50,000.
- Lakewood Saturday Festival Series (Streets Festival) – LTAC noted that this is a start-up project and deliberated on the size of the request in that context. Members talked about what measure can be used to estimate the attendance. Chair Mayor Anderson asked about alternatives if they don’t get the requested amount. Members pointed out that they will likely supplement through more sponsorships. The LTAC decided to award the reduced amount of \$30,000.
- Lakewood Film Festival (Reel Life 96) – LTAC noted the historical popularity of the event. The committee granted the full requested amount of \$17,100.

A summary of the award determinations is given below.

#### LAKEWOOD LODGING TAX ADVISORY COMMITTEE RECOMMENDATIONS

2021 Requests for 2022 LTAC Grant Funds Applicant	Funding Request		Recommended Funding	
	Non-Capital	Capital	Non-Capital (4%)	Capital (3%)
	Available		\$ 441,607	\$ 726,986
Lakewood Historical Society	\$ 35,000	\$ -	\$ 35,000	\$ -
Lakewood Gardens	85,000	-	85,000	-
Historic Fort Steilacoom Association	15,000	-	15,000	-
Asian Pacific Cultural Center	15,000	-	15,000	-
Travel Tacoma- Mt Rainier Sports	100,000	-	100,000	-
LSCA- International Festival	5,500	-	5,500	-
LSCA- Gimhae Delegation	20,550	-	20,550	-
Lakewood Arts Festival Association	20,500	-	20,500	-
Lakewood Playhouse	25,000	-	25,000	-
Chamber of Commerce - Nights of Lights	25,000	-	25,000	-
Chamber of Commerce - Tourism	100,000	-	100,000	-
Rise Against Racism	28,500	-	0	-
CoL – SummerFEST	80,000	-	80,000	-
CoL – Farmers Market	35,000	-	35,000	-
CoL – Summer Concert Series	20,000	-	20,000	-
CoL – Media Communications	50,000	-	50,000	-
CoL - Love Lakewood Festival Series, First Saturdays	60,000	-	30,000	
CoL - Lakewood Film Festival, REEL Life96	17,100	-	17,100	
	\$ 737,150	\$ -	\$ 678,650	\$ -
	Subtotal	\$ 737,150	Subtotal	\$ 678,650
CPTC McGavic Center (Committee, Annual Payment)	\$ -	\$ 101,850	\$ -	\$ 101,850
	\$ 737,150	\$ 101,850	\$ 678,650	\$ 101,850
	Total	\$ 839,000	Total	\$ 780,500

It was moved and seconded that the final allocation be approved.

With no further discussions, the motion to approve the recommended amounts was passed unanimously.

**ADJOURNMENT** - Chair Mayor Anderson adjourned the meeting at 4:00 p.m.

Minutes:

Manny Cristobal, Finance Supervisor (Preparer)

Mayor Don Anderson, Chair



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 15, 2021	<b>TITLE:</b> Accounts Receivable Write-Off	<b>TYPE OF ACTION:</b>
	<b>ATTACHMENTS:</b> N/A	ORDINANCE NO.
<b>REVIEW:</b> November 8, 2021		RESOLUTION NO.
		MOTION 2021-90
		OTHER

**SUBMITTED BY:** Tho Kraus, Deputy City Manager

**RECOMMENDATION:** It is recommended that the City Council approve the write-off of accounts receivable totaling \$14,533.84.


**DISCUSSION:** Per the Lakewood Municipal Code 03.22.02 Write-Off: The City shall make reasonable attempts to collect all money owing in compliance with city policy and procedures. If such attempts fail and at least 120 days have passed since the original due date, the receivable will be sent to the collection agency. No less than 24 months after the original due date, if the receivable remains uncollected, the City may write-off the debt, provided the amount of the receivable is less than \$250.00 and both the City Manager and Assistant City Manager/Administrative Services authorize the write-off. Any decisions regarding write-off are discretionary with the City and may consider any variety of factors, including but not limited to resources of the City for purposes of attempting collection and aggregate impact of receivables at the time.

In reviewing the account receivable that is owed to the City, the following are requested to be written off:

- **Elizabeth Gomez \$13,282.43**  
Subrogation for City property damage claim #2018-0101, date of loss 10/23/2018, location was at Interlaaken and Lake Steilacoom Drive (Bridge damage). A 30 day to pay letter was sent on 09/30/19. When no payment was received, turned over to collection on 11/07/19 to Dynamic Collectors.
- **Kiyon Vailencour \$1,251.41**  
NSF Check and fee for purchase of scrap metal from the Lakewood Police Station firing range. 30 day Collection letter sent 6/5/2019. When no payment received turned over to collections on 8/20/19 to Dynamic Collectors

**ALTERNATIVE(S):** The City Council may approve the receivable write-offs with modifications.

**FISCAL IMPACT:** The write-off will true up the City's accounting records by the amount written off.

Tho Kraus	
Department Director	City Manager Review

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**TITLE:** Donation Acceptance from Amazon

**TYPE OF ACTION:**

— ORDINANCE NO.

**REVIEW:**

November 15, 2021

**ATTACHMENTS:**

— RESOLUTION NO.

— MOTION NO. 2021-91

— OTHER

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

**RECOMMENDATION:** It is recommended that the City Council accept a \$25,000 donation from Amazon to support City of Lakewood special events and the South Sound Military & Communities Partnership (SSMCP).

**DISCUSSION:** Lakewood Municipal Code (LMC) 1.51 requires Council approval for donations over \$5,000. The Amazon company is operating in our community and they inquired about donating to our City. They have offered to donate \$10,000 to support city events and activities and \$15,000 for the SSMCP. If approved the \$10,000 donation would be used towards upcoming holiday events and SummerFEST 2022 and the \$15,000 would be used to support SSMCP initiatives and the events where the analysis and final reports are shared with community partners.

**ALTERNATIVE(S):** The City could not accept the donation and cover the entire event and activity costs.

**FISCAL IMPACT:** \$25,000 donated to City of Lakewood for special events and SSMCP.


Mary Dodsworth

Prepared by

  
City Manager Review

*Mary Dodsworth*

Department Director

	<p><b>LANDMARKS AND HERITAGE ADVISORY BOARD</b></p> <p>September 23, 2021 Meeting Minutes  Virtual Meeting via ZOOM  6000 Main Street SW  Lakewood, WA 98499</p> <p><b>“The mission of the City of Lakewood Landmarks and Heritage Advisory Board is to preserve, protect and promote the unique heritage and historic resources of the City of Lakewood”</b></p>
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## CALL TO ORDER

Mr. Glen Spieth, Chair called the meeting to order at 6:00 PM.

## MEETING PROTOCOL

### Roll Call

Landmarks & Heritage Advisory Board Members Present: Glen Spieth, Beth Campbell, Joan Cooley, and Christina Manetti

Landmarks & Heritage Advisory Board Members Excused: None

Landmarks & Heritage Advisory Board Members Absent: None

Council Liaison to LHAB: Councilmember Patti Belle (not present)

Staff Present: Courtney Brunell, Planning Manager; Mary Dodsworth, Parks and Recreation Director; and Karen Devereaux, Administrative Assistant

### Acceptance/Changes to Agenda

Staff requested that the H-Barn presentation be moved up the agenda and allowed to speak first.

## NEW BUSINESS

### Presentation on the H Barn Preservation: A Preliminary Case for Support

Ms. Mary Dodsworth, Parks & Recreation Director, gave a presentation on the efforts being made to raise funds through partnerships to restore the old barn and silos to allow citizens to use as an event center. Ms. Dodsworth shared the rich history of the land of Ft. Steilacoom. Ms. Dodsworth explained the ways the land and barns were used in the past and how the restoration project would honor that history. The silos would also to be reinforced.

It was noted how Partners for Parks has raised \$340,000 over 20 years through donations by local colleges, business, and service clubs as well as individual private donations. \$15,000 was used to hire a team of civil and structural engineers, planners, and DHAP representatives to determine an accurate cost of the restoration. During the 1 ½ years the study took to complete parks crews brought in sewer, power was stubbed out for the area, and roads were paved. Ms. Dodsworth described several ideas for improvements such as adding restrooms to the building, removing one of the low ceilings to open up the structure showing the milking parlor pens, removing curbing but designing flooring to show how it was set up and its uses, historical pictures on the walls, building additional open air structures for the Famers Market, a native heritage garden for landscaping and outdoor dance floor with trellis and outdoor fireplaces, along with fencing to define the outdoor gathering spaces. These improvements would total a cost of \$6M.

Partners for Parks created a case for support and a campaign was started to explain how important the preservation of the barn and silos is to the history and the economic development such improvements would provide as a regional



facility shared by surrounding communities. The group talked with potential partners and investors and informed many, gathered opinions, and received very positive feedback that people want to complete these improvements.

The next steps would be to ask for help in finding investors. Ms. Dodsworth invited LHAB members to advocate and provide support for the project. The group gave a few ideas as to how they could help and reach out to friends who may be interested. Ms. Dodsworth offered to meet with anyone interested and answer questions and give the same presentation to larger groups.

#### **Approval of Minutes**

The minutes of the meeting held on August 23, 2021 were approved as submitted by voice vote, M/S/C Cooley/Campbell. Motion to approve the minutes passed unanimously, 4-0.

#### **Announcements**

Mr. Glen Spieth displayed an old horseshoe he recently excavated from under the pavement during Motor Avenue construction near the Colonial Plaza and it will soon be placed inside the Lakewood Historical Museum exhibit.

#### **PUBLIC COMMENTS**

No public were logged into the ZOOM version or present for the meeting. No public comments made.

#### **PUBLIC HEARINGS** None

#### **REPORTS BY HISTORIC PRESERVATION OFFICER OR STAFF**

##### Joint Council Meeting on September 27, 2021 Talking Points of Work Plan

Ms. Brunell provided a guide for the members to use to highlight accomplishments and plans for the next year when discussing with Council members. Ms. Brunell suggested members take an opportunity to talk about each listed item and explain the impact of Covid pandemic and their momentum now that in-person meetings have resumed.

#### **UNFINISHED BUSINESS**

##### Revisions to the Lakewood Driving Map

Members forwarded their ideas to Ms. Courtney Bruell. Mr. Glen Spieth provided a separate map which showed all the roads that had received history street names signs and those designations. Members suggested Ms. Brunell work with the graphic designer and use different colors to represent each of the different roads. The address to the Lakewood Historical Museum site will be updated due to their move to a new location. Members want to have the landmark addresses checked before printing. Mr. Spieth provided a list of Designated Lakewood Landmarks and Historically Designated Properties in Lakewood, WA along with their addresses.

#### **OTHER**

##### November and December Changes to the Meeting Dates

Members agreed to change the holiday season November meeting from the 25<sup>th</sup>, Thanksgiving Day, to the week prior on Thursday, November 18. It was decided to cancel the December 23<sup>rd</sup> meeting.

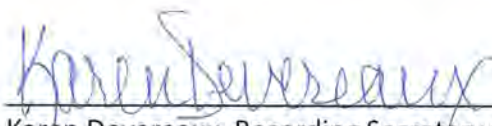
**Next Meeting** The regular monthly meeting is set for Thursday, November 25, at 6:00 PM.

**Meeting Adjourned** at 7:20 p.m.



10/28/2021

Glen Spieth, Chair  
Landmarks & Heritage Advisory Board



10/28/2021

Karen Devereaux, Recording Secretary to the  
Landmarks & Heritage Advisory Board



**PLANNING COMMISSION  
REGULAR MEETING MINUTES  
October 20, 2021  
Virtual Meeting via ZOOM  
6000 Main Street SW, Lakewood, WA 98499**

**Call to Order**

Mr. Don Daniels, Chair called the virtual meeting to order at 6:30 p.m.

**Roll Call**

Planning Commission Members Present: Don Daniels, Chair; Connie Coleman-Lacadie, Ryan Pearson, Paul Wagemann, Linn Larsen and Phillip Combs

Planning Commission Members Excused: None

Commission Members Absent: None

Staff Present: David Bugher, Assistant City Manager, Development Services; Briana Schumacher, City Clerk; and Karen Devereaux, Administrative Assistant

Council Liaison: Paul Bocchi (present)

**Approval of Minutes**

**The minutes of the meeting held on October 6, 2021 were approved as written by voice vote; M/S/C Larsen/Wagemann. The motion passed unanimously, 6 - 0.**

**Agenda Updates** None

**Public Comments**

This meeting was held as a virtual-only meeting. Citizens were encouraged to attend and/or to provide written comments prior to the meeting. No virtual public or written comments were received.

**Public Hearings**

None

**Unfinished Business**

None

**New Business**

*Drafting 5 Year Implementation Plan for Energy & Climate Change Comprehensive Plan Chapter*

Mr. David Bugher provided an overview of the assignment given to commissioners. All were asked to begin the process of developing a work plan based around the adoption of the recent climate change chapter of the comprehensive plan. The new plan contains 89 action items to address climate change. The task before commissioners is to cull the actions down to a reasonable number of annual work plan items. City staff would like the commissioners to come up with a two-year work plan. It was requested that commissioners complete the assignment and forward their choices directly to Mr. Bugher within the next few days. Results will be tabulated and shared with the group.

Mr. Bugher informed the group of 18 action items already underway in some form by City staff. The City has submitted a proposal to the Evans School of Management to develop a city-wide climate change risk and resilience public perception study. The department expects to hear back from Evans School in December 2021. This proposal fits nicely into action item number 10.



## Report from Council Liaison

None

## Reports from Commission Members and Staff

### Future Planning Commission Agenda Topics

11/3/21: Continue discussion on 5 Year Energy & Climate Change Implementation Plan

11/17/21: 5 Year Energy & Climate Change Implementation Plan recommendations (*tentative*);

American Rescue Plan Act (ARPA) Housing and Business Assistance Updates

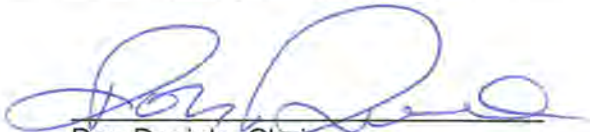
City Council will choose a consultant firm in November to write the draft code for the Tree Preservation Plan of the Comprehensive Plan.

Staff is busy behind the scenes working on distributing ARPA funding to applicants.

Mr. Bugher shared with commissioners a second request to license an Adult Family Home in the Air Corridor 1 Zone has been received. The City has not accepted the application. Mr. Bugher noted meetings are scheduled to discuss plans with the new commander of JBLM on October 28<sup>th</sup>. Next will be meetings with South Sound Military and Communities Partnership (SSMCP) Executive Leadership Team and Steering Committee. Mr. Bugher will follow up with commissioners once all discussions have concluded.

**Next Regular Meeting** The next regular meeting would be held on November 3, 2021.

**Meeting Adjourned** at 6:58 p.m.



Don Daniels, Chair

Planning Commission 11/03/2021



Devereaux, Recording Secretary

Planning Commission 11/03/2021

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**REVIEW:**

October 11, 2021

November 1, 2021

**TITLE:** An Ordinance amending the 2021-2022 Biennial Budget

**ATTACHMENTS:**

- Ordinance & Exhibits
- Memo

**TYPE OF ACTION:**

ORDINANCE NO. 760

RESOLUTION NO.

MOTION

OTHER

**SUBMITTED BY:** Tho Kraus, Deputy City Manager

**RECOMMENDATION:** It is recommended that the City Council adopt this Ordinance amending the City's 2021-2022 Biennial Budget.

**DISCUSSION:** The Revised Code of Washington (RCW) Chapter 35A.34 stipulates that a public hearing be held in connection with the modification process. Following the RCW guidelines, the City held a public hearing on the 2021-2022 Mid-Biennium Budget Adjustment ordinance on November 1, 2021. The proposed budget adjustment makes the following types of modifications to fiscal years 2021 and 2022: revise the beginning balance by adjusting the estimated amount to reflect the final 2020 ending fund balance (affects General Fund only); adjustments to reflect economic conditions; incorporate items previously approved by Council; appropriate projects funded by grants and contributions; and new allocations.

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

**FISCAL IMPACT:** The proposed budget adjustment for all funds, excluding ARPA (American Rescue Plan Act) Fund:

**Year 2021:**

- Increases beginning fund balance by \$0.16M, resulting in a revised estimate of \$42.10M;
- Increases revenues by \$16.53M, resulting in a revised estimate of \$114.03M;
- Increases expenditures by \$14.53M, resulting in a revised estimate of \$129.50M; and
- Increases ending fund balance by \$2.15M, resulting in a revised estimate of \$26.63M.

**Year 2022:**

- Increase beginning fund balance by \$2.15M, resulting in a revised estimate of \$26.63M;
- Increases revenues by \$0.60M, resulting in a revised estimate of \$77.68M;
- Increases expenditures by \$1.22M, resulting in a revised estimate of \$78.19M; and
- Decreases ending fund balance by \$1.54M, resulting in a revised estimate of \$26.12M.

Tho Kraus  
Department Director

  
City Manager Review

## ORDINANCE NO. 760

AN ORDINANCE of the City Council of the City of Lakewood, Washington, adopting the 2021/2022 Biennial Budget.

WHEREAS, the tax estimates and budget for the City of Lakewood, Washington, for the 2021/2022 fiscal biennium have been prepared and filed on October 5, 2020 as provided by Titles 35A.34 and 84.55 of the Revised Code of Washington; and

WHEREAS, the budget was printed for distribution and notice published in the official paper of the City of Lakewood setting the time and place for hearing on the budget and said notice stating copies of the budget can be obtained on-line and at the Office of the City Clerk; and

WHEREAS, the City Council of the City of Lakewood having held a public hearing on November 2, 2020, and having considered the public testimony presented; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance No. 746 on November 16, 2020 implementing the 2021/2022 Biennial Budget; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 754 on May 17, 2021 implementing the 2020 Carry Forward Budget Adjustment;

WHEREAS, the City Council of the City of Lakewood finds it necessary to revise the 2021/2022 Biennial Budget to: revise the estimated beginning balances to reflect the final 2020 ending fund balance; incorporate items previously approved by the City Council; adjustments to reflect economic conditions; appropriate projects funded by grants and contributions; and include new allocations.

WHEREAS, the City Council of the City of Lakewood having held a public hearing on the 2021/2022 Mid-Biennium Budget Adjustment on November 1, 2021.

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

Section 1. Budget Amendment. The budget for the 2021/2022 biennium, as set forth in Ordinance 754, Section 1 and as shown in Exhibits A (Current Revised Budget by Fund – Year 2021) and Exhibit B (Current Revised Budget by Fund – Year 2022), is amended to adopt the revised budget for the 2021/2022 biennium in the amounts and for the purposes as shown on Exhibits C (Revised Budget by Fund – Year 2021) and D (Revised Budget by Fund – Year 2022).

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

Section 3. Copies of the Budget to Be Filed. A complete copy of the final budget as adopted herein shall be transmitted to the Office of the State Auditor, the Association of Washington Cities and to the



Municipal Research and Services Center of Washington. Copies of the final budget as adopted herein shall be filed with the City Clerk and shall be made available for use by the public.

Section 4. Effective Date. This Ordinance shall be in full force and effect for the fiscal years 2021 and 2022 five (5) days after publication as required by law.

ADOPTED by the City Council this 15<sup>th</sup> day of November, 2021.

CITY OF LAKEWOOD

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Don Anderson, Mayor

Attest:

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Briana Schumacher, City Clerk

Approved as to Form:

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Heidi Ann Wachter, City Attorney

**EXHIBIT A**  
**CURRENT REVISED BUDGET BY FUND - YEAR 2021**  
Per Ordinance 754 Adopted May 17, 2021

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>9,145,661</b>	<b>12,917,784</b>	<b>22,063,445</b>	<b>48,449,854</b>	<b>12,007,895</b>	<b>60,457,749</b>	<b>48,838,381</b>	<b>16,757,669</b>	<b>65,596,050</b>	<b>16,925,143</b>
<b>001</b> General	\$ 5,767,631	\$ 7,805,491	\$ 13,573,122	\$ 38,400,491	\$ 283,662	\$ 38,684,153	\$ 39,363,968	\$ 1,861,922	\$ 41,225,890	\$ 11,031,385
<b>101</b> Street	-	-	-	2,343,813	76,356	2,420,169	2,343,813	76,356	2,420,169	-
<b>102</b> Real Estate Excise Tax	540,095	1,731,415	2,271,510	1,800,000	-	1,800,000	2,078,195	139,000	2,217,195	1,854,315
<b>103</b> Transportation Benefit District	640,000	47,753	687,753	835,000	-	835,000	-	-	-	1,522,753
<b>104</b> Hotel/Motel Lodging Tax Fund	1,247,353	411,680	1,659,033	800,000	-	800,000	672,250	140,941	813,191	1,645,842
<b>105</b> Property Abatement/RHSP/1406	-	658,414	658,414	470,000	24,287	494,287	470,000	682,701	1,152,701	-
<b>106</b> Public Art	-	135,500	135,500	7,500	22,500	30,000	7,500	158,000	165,500	-
<b>180</b> Narcotics Seizure	120,000	106,196	226,196	-	-	-	120,000	106,196	226,196	-
<b>181</b> Felony Seizure	-	47,837	47,837	-	-	-	-	47,837	47,837	-
<b>182</b> Federal Seizure	120,000	40,906	160,906	-	-	-	120,000	40,906	160,906	-
<b>190</b> CDBG	-	1,381,724	1,381,724	595,000	3,733,614	4,328,614	595,000	5,115,338	5,710,338	-
<b>191</b> Neighborhood Stabilization Prog	-	255,114	255,114	78,000	(36,000)	42,000	78,000	219,114	297,114	-
<b>192</b> OEA Grant/SSMCP	-	18,017	18,017	227,500	7,517,728	7,745,228	227,500	7,535,573	7,763,073	172
<b>195</b> Public Safety Grants	-	-	-	132,328	385,748	518,076	132,328	385,748	518,076	-
<b>201</b> GO Bond Debt Service	-	-	-	1,690,821	-	1,690,821	1,690,821	-	1,690,821	-
<b>202</b> LID Debt Service	-	248,038	248,038	268,920	-	268,920	268,920	248,038	516,958	-
<b>204</b> Sewer Project Debt	578,288	29,025	607,313	800,481	-	800,481	670,086	-	670,086	737,708
<b>251</b> LID Guaranty	132,294	674	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>1,392,832</b>	<b>7,614,504</b>	<b>9,007,336</b>	<b>15,911,002</b>	<b>10,142,700</b>	<b>26,053,702</b>	<b>17,097,002</b>	<b>17,249,580</b>	<b>34,346,582</b>	<b>714,456</b>
<b>301</b> Parks CIP	-	2,605,500	2,605,500	570,000	3,198,517	3,768,517	570,000	5,779,899	6,349,899	24,118
<b>302</b> Transportation CIP	927,246	3,942,672	4,869,918	14,986,002	6,869,183	21,855,185	15,732,002	10,521,220	26,253,222	471,881
<b>311</b> Sewer Project CIP	465,586	1,066,332	1,531,918	355,000	75,000	430,000	795,000	948,461	1,743,461	218,457
<b>Enterprise Fund:</b>	<b>1,500,405</b>	<b>4,320,613</b>	<b>5,821,018</b>	<b>5,450,385</b>	<b>3,435</b>	<b>5,453,820</b>	<b>5,069,475</b>	<b>3,436,957</b>	<b>8,506,432</b>	<b>2,768,406</b>
<b>401</b> Surface Water Management	1,500,405	4,320,613	5,821,018	5,450,385	3,435	5,453,820	5,069,475	3,436,957	8,506,432	2,768,406
<b>Internal Service Funds:</b>	<b>4,535,425</b>	<b>515,705</b>	<b>5,051,130</b>	<b>5,107,682</b>	<b>431,675</b>	<b>5,539,357</b>	<b>5,821,682</b>	<b>695,327</b>	<b>6,517,009</b>	<b>4,073,478</b>
<b>501</b> Fleet & Equipment	3,940,779	320,528	4,261,307	755,720	24,900	780,620	1,239,720	203,552	1,443,272	3,598,655
<b>502</b> Property Management	389,124	195,176	584,300	695,603	40,000	735,603	925,603	125,000	1,050,603	269,300
<b>503</b> Information Technology	205,522	1	205,523	2,059,879	356,905	2,416,784	2,059,879	356,905	2,416,784	205,523
<b>504</b> Risk Management	-	-	-	1,596,480	9,870	1,606,350	1,596,480	9,870	1,606,350	-
<b>Total All Funds</b>	<b>16,574,323</b>	<b>\$ 25,368,606</b>	<b>\$41,942,929</b>	<b>\$ 74,918,923</b>	<b>\$ 22,585,705</b>	<b>\$97,504,628</b>	<b>\$ 76,826,540</b>	<b>\$ 38,139,533</b>	<b>\$114,966,073</b>	<b>\$ 24,481,484</b>

**EXHIBIT B**  
**CURRENT REVISED BUDGET BY FUND - YEAR 2022**  
Per Ordinance 754 Adopted May 17, 2021

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>\$ 8,757,134</b>	<b>\$ 8,168,009</b>	<b>\$ 16,925,143</b>	<b>\$ 50,452,982</b>	<b>\$ 896</b>	<b>\$ 50,453,878</b>	<b>\$ 49,594,172</b>	<b>\$ 1,080,616</b>	<b>\$ 50,674,788</b>	<b>\$ 16,704,233</b>
001 General	4,804,154	6,227,231	11,031,385	40,226,201	-	40,226,201	40,094,292	363,359	40,457,651	10,799,935
101 Street	-	-	-	2,398,483	896	2,399,379	2,398,483	896	2,399,379	-
102 Real Estate Excise Tax	261,900	1,592,415	1,854,315	1,800,000	-	1,800,000	1,866,900	624,200	2,491,100	1,163,215
103 Transportation Benefit District	1,475,000	47,753	1,522,753	835,000	-	835,000	640,000	-	640,000	1,717,753
104 Hotel/Motel Lodging Tax Fund	1,375,103	270,739	1,645,842	1,000,000	-	1,000,000	800,000	-	800,000	1,845,842
105 Property Abatement/RHSP/1406	-	-	-	409,500	-	409,500	409,500	-	409,500	-
106 Public Art	-	-	-	15,000	-	15,000	15,000	-	15,000	-
180 Narcotics Seizure	-	-	-	-	-	-	-	-	-	-
181 Felony Seizure	-	-	-	-	-	-	-	-	-	-
182 Federal Seizure	-	-	-	-	-	-	-	-	-	-
190 CDBG	-	-	-	595,000	-	595,000	595,000	-	595,000	-
191 Neighborhood Stabilization Prog	-	-	-	42,000	-	42,000	42,000	-	42,000	-
192 OEA Grant/SSMCP	-	172	172	227,500	-	227,500	227,500	-	227,500	172
195 Public Safety Grants	-	-	-	132,328	-	132,328	132,328	-	132,328	-
201 GO Bond Debt Service	-	-	-	1,689,938	-	1,689,938	1,689,938	-	1,689,938	-
202 LID Debt Service	-	-	-	247,774	-	247,774	155,613	92,161	247,774	-
204 Sewer Project Debt	708,683	29,025	737,708	834,258	-	834,258	527,618	-	527,618	1,044,348
251 LID Guaranty	132,294	674	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>\$ 206,832</b>	<b>\$ 507,624</b>	<b>\$ 714,456</b>	<b>\$ 13,016,998</b>	<b>\$ 699,200</b>	<b>\$ 13,716,198</b>	<b>\$ 12,896,998</b>	<b>\$ 375,000</b>	<b>\$ 13,271,998</b>	<b>\$ 1,158,656</b>
301 Parks CIP	-	24,118	24,118	3,355,000	75,000	3,430,000	3,355,000	75,000	3,430,000	24,118
302 Transportation CIP	181,246	290,635	471,881	9,411,998	624,200	10,036,198	9,411,998	300,000	9,711,998	796,081
311 Sewer Project CIP	25,586	192,871	218,457	250,000	-	250,000	130,000	-	130,000	338,457
<b>Enterprise Fund:</b>	<b>\$ 1,881,316</b>	<b>\$ 887,091</b>	<b>\$ 2,768,407</b>	<b>\$ 7,565,476</b>	<b>\$ -</b>	<b>\$ 7,565,476</b>	<b>\$ 7,600,625</b>	<b>\$ 407</b>	<b>\$ 7,601,032</b>	<b>\$ 2,732,851</b>
401 Surface Water Management	1,881,316	887,091	2,768,407	7,565,476	-	7,565,476	7,600,625	407	7,601,032	2,732,851
<b>Internal Service Funds:</b>	<b>\$ 3,821,425</b>	<b>\$ 252,053</b>	<b>\$ 4,073,478</b>	<b>\$ 5,328,656</b>	<b>\$ 9,870</b>	<b>\$ 5,338,526</b>	<b>\$ 5,418,900</b>	<b>\$ 9,870</b>	<b>\$ 5,428,770</b>	<b>\$ 3,983,234</b>
501 Fleet & Equipment	3,456,779	141,876	3,598,655	755,720	-	755,720	1,007,720	-	1,007,720	3,346,655
502 Property Management	159,124	110,176	269,300	798,917	-	798,917	703,917	-	703,917	364,300
503 Information Technology	205,522	1	205,523	2,177,539	-	2,177,539	2,110,783	-	2,110,783	272,279
504 Risk Management	-	-	-	1,596,480	9,870	1,606,350	1,596,480	9,870	1,606,350	-
<b>Total All Funds</b>	<b>14,666,707</b>	<b>\$ 9,814,777</b>	<b>\$24,481,484</b>	<b>\$ 76,364,112</b>	<b>\$ 709,966</b>	<b>\$77,074,078</b>	<b>\$ 75,510,695</b>	<b>\$ 1,465,893</b>	<b>\$76,976,588</b>	<b>\$ 24,578,974</b>

**EXHIBIT C**  
**REVISED BUDGET BY FUND - YEAR 2021**

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>19,791,935</b>	<b>157,680</b>	<b>19,949,615</b>	<b>58,657,749</b>	<b>4,910,761</b>	<b>63,568,510</b>	<b>63,378,855</b>	<b>5,946,973</b>	<b>69,325,828</b>	<b>14,192,297</b>
001 General	\$ 13,573,122	\$ 157,680	\$ 13,730,802	\$ 38,684,153	\$ 2,906,288	\$ 41,590,442	\$ 41,225,890	\$ 4,263,124	\$ 45,489,014	\$ 9,832,230
101 Street	-	-	-	2,420,169	95,304	2,515,473	2,420,169	95,304	2,515,473	-
103 Transportation Benefit District	687,753	-	687,753	835,000	-	835,000	-	-	-	1,522,753
104 Hotel/Motel Lodging Tax Fund	1,659,033	-	1,659,033	800,000	200,000	1,000,000	813,191	-	813,191	1,845,842
105 Property Abatement/RHSP/1406	658,414	-	658,414	494,287	75,300	569,587	1,152,701	75,300	1,228,001	-
106 Public Art	135,500	-	135,500	30,000	-	30,000	165,500	-	165,500	-
180 Narcotics Seizure	226,196	-	226,196	-	14,500	14,500	226,196	14,500	240,696	-
181 Felony Seizure	47,837	-	47,837	-	-	-	47,837	-	47,837	-
182 Federal Seizure	160,906	-	160,906	-	-	-	160,906	-	160,906	-
190 CDBG	1,381,724	-	1,381,724	4,328,614	36,294	4,364,908	5,710,338	36,294	5,746,632	-
191 Neighborhood Stabilization Prog	255,114	-	255,114	42,000	-	42,000	297,114	-	297,114	-
192 SSMCP	18,017	-	18,017	7,745,228	1,400,000	9,145,228	7,763,073	1,400,000	9,163,073	172
195 Public Safety Grants	-	-	-	518,076	197,405	715,481	518,076	197,405	715,481	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	-	-	1,690,821	-	1,690,821	1,690,821	-	1,690,821	-
202 LID Debt Service	248,038	-	248,038	268,920	(14,330)	254,590	516,958	(134,954)	382,004	120,624
204 Sewer Project Debt	607,313	-	607,313	800,481	-	800,481	670,086	-	670,086	737,708
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>11,278,846</b>	<b>-</b>	<b>11,278,846</b>	<b>27,853,702</b>	<b>10,174,883</b>	<b>38,028,585</b>	<b>36,563,777</b>	<b>8,056,123</b>	<b>44,619,900</b>	<b>4,687,531</b>
301 Parks CIP	2,605,500	-	2,605,500	3,768,517	6,892,190	10,660,707	6,349,899	6,892,190	13,242,089	24,118
302 Transportation CIP	4,869,918	-	4,869,918	21,855,185	1,163,933	23,019,118	26,253,222	1,163,933	27,417,155	471,881
303 Real Estate Excise Tax	2,271,510	-	2,271,510	1,800,000	1,700,000	3,500,000	2,217,195	-	2,217,195	3,554,315
311 Sewer Project CIP	1,531,918	-	1,531,918	430,000	418,760	848,760	1,743,461	-	1,743,461	637,217
<b>Enterprise Fund:</b>	<b>5,821,018</b>	<b>-</b>	<b>5,821,018</b>	<b>5,453,820</b>	<b>50,000</b>	<b>5,503,820</b>	<b>8,506,432</b>	<b>(8,443)</b>	<b>8,497,989</b>	<b>2,826,849</b>
401 Surface Water Management	5,821,018	-	5,821,018	5,453,820	50,000	5,503,820	8,506,432	(8,443)	8,497,989	2,826,849
<b>Internal Service Funds:</b>	<b>5,051,130</b>	<b>-</b>	<b>5,051,130</b>	<b>5,539,357</b>	<b>1,392,487</b>	<b>6,931,844</b>	<b>6,517,009</b>	<b>538,000</b>	<b>7,055,009</b>	<b>4,927,965</b>
501 Fleet & Equipment	4,261,307	-	4,261,307	780,620	1,002,987	1,783,607	1,443,272	148,500	1,591,772	4,453,142
502 Property Management	584,300	-	584,300	735,603	86,500	822,103	1,050,603	86,500	1,137,103	269,300
503 Information Technology	205,523	-	205,523	2,416,784	303,000	2,719,784	2,416,784	303,000	2,719,784	205,523
504 Risk Management	-	-	-	1,606,350	-	1,606,350	1,606,350	-	1,606,350	-
<b>Total All Funds</b>	<b>41,942,929</b>	<b>\$ 157,680</b>	<b>\$42,100,609</b>	<b>\$ 97,504,628</b>	<b>\$ 16,528,131</b>	<b>\$114,032,760</b>	<b>\$ 114,966,073</b>	<b>\$ 14,532,653</b>	<b>\$129,498,726</b>	<b>\$ 26,634,642</b>

**EXHIBIT D**  
**REVISED BUDGET BY FUND - YEAR 2022**

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>\$ 15,070,828</b>	<b>\$ (878,532)</b>	<b>\$14,192,297</b>	<b>\$ 48,653,878</b>	<b>\$ 908,952</b>	<b>\$49,562,830</b>	<b>\$ 48,183,688</b>	<b>\$ 1,926,938</b>	<b>\$50,110,626</b>	<b>\$ 13,644,501</b>
001 General	11,031,385	(1,199,156)	9,832,230	40,226,201	864,065	41,090,266	40,457,651	1,840,162	42,297,813	8,624,683
101 Street	-	-	-	2,399,379	16,720	2,416,099	2,399,379	16,720	2,416,099	(0)
103 Transportation Benefit District	1,522,753	-	1,522,753	835,000	-	835,000	640,000	-	640,000	1,717,753
104 Hotel/Motel Lodging Tax Fund	1,645,842	200,000	1,845,842	1,000,000	-	1,000,000	800,000	-	800,000	2,045,842
105 Property Abatement/RHSP/1406	-	-	-	409,500	300	409,800	409,500	300	409,800	-
106 Public Art	-	-	-	15,000	30,000	45,000	15,000	30,000	45,000	-
180 Narcotics Seizure	-	-	-	-	-	-	-	-	-	-
181 Felony Seizure	-	-	-	-	-	-	-	-	-	-
182 Federal Seizure	-	-	-	-	-	-	-	-	-	-
190 CDBG	-	-	-	595,000	-	595,000	595,000	-	595,000	-
191 Neighborhood Stabilization Prog	-	-	-	42,000	-	42,000	42,000	-	42,000	-
192 SSMCP	172	-	172	227,500	-	227,500	227,500	-	227,500	172
195 Public Safety Grants	-	-	-	132,328	-	132,328	132,328	-	132,328	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	-	-	1,689,938	-	1,689,938	1,689,938	-	1,689,938	-
202 LID Debt Service	-	120,624	120,624	247,774	(2,133)	245,641	247,774	39,756	287,530	78,735
204 Sewer Project Debt	737,708	-	737,708	834,258	-	834,258	527,618	-	527,618	1,044,348
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>\$ 2,568,771</b>	<b>\$ 2,118,760</b>	<b>\$ 4,687,531</b>	<b>\$ 15,516,198</b>	<b>\$ (550,980)</b>	<b>\$ 14,965,218</b>	<b>\$ 15,763,098</b>	<b>\$ (563,000)</b>	<b>\$ 15,200,098</b>	<b>\$ 4,452,651</b>
301 Parks CIP	24,118	-	24,118	3,430,000	(2,448,000)	982,000	3,430,000	(2,448,000)	982,000	24,118
302 Transportation CIP	471,881	-	471,881	10,036,198	1,712,000	11,748,198	9,711,998	1,712,000	11,423,998	796,081
303 Real Estate Excise Tax	1,854,315	1,700,000	3,554,315	1,800,000	-	1,800,000	2,491,100	173,000	2,664,100	2,690,215
311 Sewer Project CIP	218,457	418,760	637,217	250,000	185,020	435,020	130,000	-	130,000	942,237
<b>Enterprise Fund:</b>	<b>\$ 2,768,406</b>	<b>\$ 58,443</b>	<b>\$ 2,826,849</b>	<b>\$ 7,565,476</b>	<b>\$ 50,000</b>	<b>\$ 7,615,476</b>	<b>\$ 7,601,032</b>	<b>\$ (341,991)</b>	<b>\$ 7,259,041</b>	<b>\$ 3,183,284</b>
401 Surface Water Management	2,768,406	58,443	2,826,849	7,565,476	50,000	7,615,476	7,601,032	(341,991)	7,259,041	3,183,284
<b>Internal Service Funds:</b>	<b>\$ 4,073,478</b>	<b>\$ 854,487</b>	<b>\$ 4,927,965</b>	<b>\$ 5,338,526</b>	<b>\$ 193,900</b>	<b>\$ 5,532,426</b>	<b>\$ 5,428,770</b>	<b>\$ 193,900</b>	<b>\$ 5,622,670</b>	<b>\$ 4,837,721</b>
501 Fleet & Equipment	3,598,655	854,487	4,453,142	755,720	-	755,720	1,007,720	-	1,007,720	4,201,142
502 Property Management	269,300	-	269,300	798,917	-	798,917	703,917	-	703,917	364,300
503 Information Technology	205,523	-	205,523	2,177,539	97,800	2,275,339	2,110,783	97,800	2,208,583	272,279
504 Risk Management	-	-	-	1,606,350	96,100	1,702,450	1,606,350	96,100	1,702,450	-
<b>Total All Funds</b>	<b>24,481,483</b>	<b>\$ 2,153,158</b>	<b>\$26,634,642</b>	<b>\$ 77,074,078</b>	<b>\$ 601,872</b>	<b>\$77,675,950</b>	<b>\$ 76,976,588</b>	<b>\$ 1,215,847</b>	<b>\$78,192,435</b>	<b>\$ 26,118,157</b>



To: Mayor and City Councilmembers  
From: Tho Kraus, Deputy City Manager  
Through: John J. Caulfield, City Manager  
Date: November 15, 2021  
Subject: 2021/2022 Mid-Biennium Budget Adjustment

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## BACKGROUND

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

- Revise the estimated beginning fund balance to reflect the final 2020 ending fund balance (General Fund increased by \$157,680);
- Adjustments to reflect economic conditions;
- Adjustments to incorporate items previously approved by the City Council;
- Appropriate projects funded by grants and contributions; and
- New allocations.

## CHANGE SINCE OCTOBER 11, 2021 STUDY SESSION PRESENTATION

- Fund 195 Public Safety Grant Fund. Updated the Emergency Management Performance Grant (EMPG) from \$14,927 to \$50,805.
- Fund 196 American Rescue Plan Act (ARPA) Fund. Removed ARPA Fund budget adjustments as these are being considered separate from the mid-biennium budget adjustment.

## NEW FUNDS

The budget adjustment introduces the creation of new/designation of funds as follows:

- **American Rescue Plan Act (ARPA) Fund** – This is a new fund established for the purpose of segregating revenues received through and the expenditures eligible under, the American Rescue Plan Act of 2021. The ARPA Fund shall consists of monies allocated to the City under the American Rescue Plan Act of 2021 and distributed to the City in 2021 and 2022. The City shall appropriate and use ARPA Fund only for the eligible purposes as permitted by the ARPA and the U.S. Department of the Treasury.
- **Real Estate Excise Tax Fund.** This is a new fund established for the purpose of accounting and reporting of REET 1 and REET 2 revenues. This new capital project fund shall replace and eliminate the current real estate excise tax special revenue fund (net effect is re-designate the original special revenue fund as a capital project fund). The City shall appropriate and use Real Estate Excise Tax Fund only for the eligible capital projects as approved by the City Council and permitted by State law.

- **Economic Development Opportunity Fund.** Designate funds within the General Fund for the purpose of providing economic development related opportunities.

## **CURRENT STATE OF THE ECONOMY & BUDGET ADJUSTMENT APPROACH**

The proposed mid-biennial budget adjustment takes into consideration the current state of the local, regional, national and global economy under the COVID-19 pandemic and the resulting financial uncertainties, particularly as it relates to the global supply chain network. The supply chain crunch that was meant to be temporary is expected to last well into 2022 as the surging delta variant upends factory production in Asia and disrupts shipping, and is impacting the world economy. Manufacturers reeling from shortages of key components and higher raw material and energy costs are being forced into bidding wars to get space on vessels, pushing freight rates to record levels and prompting some exporters to raise prices or simply cancel shipments altogether. Port congestion and shortage of container shipping capacity is expected to last through the end of 2021 and into 2022.

Due to financial uncertainties, the City continues to take a cautionary approach to revenue forecasting in accordance with the City's adopted financial policies. For example, sales tax revenue collections in 2020 came in at pre-pandemic levels, and year-to-date July 2021 collections remain strong, and are exceeding year-to-date July 2020 levels. However, there is not a guarantee this level of sales tax collections will continue in 2022 given the new economic uncertainties. The good news is that the higher than anticipated revenue collections in 2020 and 2021 coupled with the action strategies put in place to address the impact of the pandemic in 2020 has resulted in one-time monies that are available for capital infrastructure projects and other one-time investment opportunities in 2022 to include the creation of an economic development opportunity program.

Given the 2022 operating margin between General Fund operating revenues and operating expenditures is very tight, new positions that are proposed beginning July 1, 2022 will not be filled until fiscal year 2021 is closed and a review and evaluation Q1, 2022 operating revenues is completed. We will also review and update our six-year financial forecast to ensure they are financially sustainable beyond 2022. These steps are necessary to ensure the General Fund has the fiscal capacity to fill the positions while operating within the City's adopted financial policies. This does not apply to ARPA funded positions or the permit technician position since these positions are funded with dedicated ARPA and development services fees, respectively.

A key attribute of the City's financial successes in recent years has been the adopted financial policies that provide a vital framework for governance and decision-making, especially in regards to issues that substantively impact the City's finances such as the current economic uncertainty. These policies have served the City very well during our region's pre-pandemic economic prosperity and they are serving us very well as the foundation for the City's response to the pandemic to include this mid-biennial budget review that in turn will allow the City to ensure a sustainable financial future by not overextending itself.



## ITEMS FOR CONSIDERATION

**Collective Bargaining Agreements.** The budget adjustment does not include potential impacts of unsettled collective bargaining agreements.

Group	Current Contract	Status
AFSCME	1/1/2020 – 12/31/2021	Expires end of 2021. Negotiations to be scheduled.
Teamsters	1/1/2019 – 12/31/2021	Expires end of 2021. Negotiations to be scheduled
LPIG	1/1/2021 – 12/31/2022	Current.
LPMG	1/1/2020 – 12/31/2022	Current.

**Transportation Benefit District.** Allocate the current biennium's \$20 vehicle licensing fee revenue in accordance with City Council direction, including the potential of a bond issue in support of transportation capital projects. As part of this process, update the list of TBD projects completed and eligible.

**Transportation Mitigation Fees.** Life-to-date through August 2021 traffic mitigation fees received total \$103,505 and is expected to grow to \$200,000 in the near future according to the City's Assistant City Manager/Community and Economic Development Services Director. Plan for the use of these moneys is to first to construct a new traffic signal at Avondale and Gravelly Lake Drive to include signal coordination along the Gravelly Lake Drive Corridor. The estimated cost for a new traffic signal in 2020 dollars is roughly \$700,000 and is anticipated to be covered 50% by traffic mitigation funds matched by 50% City funds.

**Abatement Funds.** Demolition of the former QFC building that is under an abatement order and has been declared unsafe by the City's hearing examiner that will require additional abatement funds unless the property owner moves forward with securing a demolition permit to abate. If the City were to proceed with abatement, the current estimated cost for the demolition including asbestos removal is \$315,000 and would likely be funded with a combination of available abatement funds and a financial contribution from the General Fund. Once completed, a lien would be placed on the property to ensure the owner reimburses the City of the abatement costs.

**Public Art Program.** The Lakewood public art program provides cohesive short and long-term plans for implementing and funding public art. In March 2020, the Public Art Program was presented to the City Council with the intent of starting in 2022. The program included a detailed budget, goals, priorities, guidelines, types of art to be implemented, a framework for selecting artists, and plan to maintain the art. Cities who have implemented a public art program include a more efficient, cost effective process, increased tourism/visitors, community pride, decreased graffiti, representation of cultural diversity, a strong sense of community engagement, beautification and a more desirable place to live, work and play. At that time, the City Council was supportive and the plan was to consider it for the 2021/2022 biennial budget. However, due to financial constraints at the time, the program was not included in the 2021/2022 biennial budget for consideration and will be reconsidered as part of the 2023/2024 budget process. The projected average annual program costs is \$80,000/year or \$480,000 over six years. Funding source is McGavick Center revenues of \$15,000 annually (does not take into consideration of COVID-19 pandemic) leaving \$60,000 needed from other sources. Program expenditures include personnel, art integration framework plan document, signal & utility box wraps, murals, plinth design, rotating art, purchase of art piece and interactive art piece. The cost to implement Year 1 \$63,500 for the following: \$32,000 for personnel (\$20,000 for contract personnel & \$12,000 for in-house personnel); \$3,500 for art integration framework plan document; \$22,000 for signal and utility box wraps (for 10 and includes design, production and installation); and \$6,000 for a 20x15 foot mural, artist fee and materials.

**Municipal Court Contracted Services.** A review of Municipal Court as it relates to the contracted services is scheduled to be completed in November. The resulting estimated financial impact will be incorporated in the 2022 carry forward budget adjustment.

**PWE Grant Applications Submitted.** Below is a list of grant applications submitted and if awarded and accepted, will be incorporated into the budget at a later date.

- 302.0135 Streets: Washington Boulevard and Edgewood Drive (North Fort to Gravelly Lake Drive)
  - TIB Grant: 2021 Urban Funding for Urban Arterial Program (UAP)
  - Total project cost \$11,335,000
    - Grant Request \$4,000,000
    - Local Funds Budgeted \$7,335,000
  - For reconstruction and widening
- 302.0024 Steilacoom Blvd SW Improvements – 87<sup>th</sup> Ave SW to Weller Rd SW
  - TIB Grant: 2021 Sidewalk Funding for Urban Sidewalk Program (USP)
  - Total project cost \$5,165,423
    - Grant Request \$442,680
    - Local Funds Budgeted \$4,722,743
  - For construction
- 302.0116 Custer Rd SW – Bridgeport Way SW to 75<sup>th</sup> St SW
  - TIB Grant: 2021 Urban Funding for Urban Arterial Program (UAP)
  - Total project cost \$2,432,820
    - Grant Request \$1,946,256
    - Local Funds Needed \$486,564
  - For reconstruction and widening
- 302.0072 59<sup>th</sup> Ave SW – 100<sup>th</sup> St SW to Bridgeport Way SW
  - TIB Grant: 2021 Sidewalk Funding for Urban Sidewalk Program (USP)
  - Total project cost \$192,190
    - Grant Request \$142,221
    - Local Funds Budgeted \$49,969
  - For design and construction

**Fleet & Equipment 2022 Replacement Reserves.** Due to COVID-19 pandemic and uncertainty of financial impact to the City, the replacement reserves were temporarily suspended for fleet and equipment. The proposed budget adjustment includes restoring \$907,987 fleet & equipment reserves in 2021. Restoring 2022 reserves of \$852,806 will be considered as part of the 2022 carry forward budget adjustment.

## PROPOSED BUDGET ADJUSTMENT SUMMARY

### Year 2021:

- Increases beginning fund balance by \$0.16M, resulting in a revised estimate of \$42.10M;
- Increases revenues by \$16.53M, resulting in a revised estimate of \$114.03M;
- Increases expenditures by \$14.53M, resulting in a revised estimate of \$129.50M; and
- Increases ending fund balance by \$2.15M, resulting in a revised estimate of \$26.63M.

### Year 2022:

- Increase beginning fund balance by \$2.15M, resulting in a revised estimate of \$26.63M;
- Increases revenues by \$0.60M, resulting in a revised estimate of \$77.68M;
- Increases expenditures by \$1.22M, resulting in a revised estimate of \$78.19M; and
- Decreases ending fund balance by \$1.54M, resulting in a revised estimate of \$26.12M.

The table below provides a breakdown of the proposed budget adjustment (\$ in millions):

Fund Group	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance		
	Current Budget	Prop Adj	Proposed Revised Budget	Current Budget	Prop Adj	Proposed Revised Budget	Current Budget	Prop Adj	Proposed Revised Budget	Current Budget	Prop Adj	Proposed Revised Budget
<b>Total Year 2021</b>	\$ 41.94	\$ 0.16	\$ 42.10	\$ 97.50	\$ 16.53	\$ 114.03	\$ 114.97	\$ 14.53	\$ 129.50	\$ 24.48	\$ 2.15	\$ 26.63
General	\$ 13.57	\$ 0.16	\$ 13.73	\$ 38.68	\$ 2.91	\$ 41.59	\$ 41.23	\$ 4.26	\$ 45.49	\$ 11.03	\$ (1.20)	\$ 9.83
Special Revenue	\$ 5.23	\$ -	\$ 5.23	\$ 17.21	\$ 2.02	\$ 19.23	\$ 19.28	\$ 1.82	\$ 21.09	\$ 3.17	\$ 0.20	\$ 3.37
Debt Service	\$ 0.99	\$ -	\$ 0.99	\$ 2.76	\$ (0.01)	\$ 2.75	\$ 2.88	\$ (0.13)	\$ 2.74	\$ 0.87	\$ 0.12	\$ 0.99
Capital Projects	\$ 11.28	\$ -	\$ 11.28	\$ 27.85	\$ 10.17	\$ 38.03	\$ 36.56	\$ 8.06	\$ 44.62	\$ 2.57	\$ 2.12	\$ 4.69
Enterprise	\$ 5.82	\$ -	\$ 5.82	\$ 5.45	\$ 0.05	\$ 5.50	\$ 8.51	\$ (0.01)	\$ 8.50	\$ 2.77	\$ 0.06	\$ 2.83
Internal Service	\$ 5.05	\$ -	\$ 5.05	\$ 5.54	\$ 1.39	\$ 6.93	\$ 6.52	\$ 0.54	\$ 7.06	\$ 4.07	\$ 0.85	\$ 4.93
<b>Total Year 2022</b>	\$ 24.48	\$ 2.15	\$ 26.63	\$ 77.07	\$ 0.60	\$ 77.68	\$ 76.98	\$ 1.22	\$ 78.19	\$ 24.58	\$ 1.54	\$ 26.12
General	\$ 11.03	\$ (1.20)	\$ 9.83	\$ 40.23	\$ 0.86	\$ 41.09	\$ 40.46	\$ 1.84	\$ 42.30	\$ 10.80	\$ (2.18)	\$ 8.62
Special Revenue	\$ 3.17	\$ 0.20	\$ 3.37	\$ 5.66	\$ 0.05	\$ 5.70	\$ 5.26	\$ 0.05	\$ 5.31	\$ 3.56	\$ 0.20	\$ 3.76
Debt Service	\$ 0.87	\$ 0.12	\$ 0.99	\$ 2.77	\$ (0.00)	\$ 2.77	\$ 2.47	\$ 0.04	\$ 2.51	\$ 1.18	\$ 0.08	\$ 1.26
Capital Projects	\$ 2.57	\$ 2.12	\$ 4.69	\$ 15.52	\$ (0.55)	\$ 14.97	\$ 15.76	\$ (0.56)	\$ 15.20	\$ 2.32	\$ 2.13	\$ 4.45
Enterprise	\$ 2.77	\$ 0.06	\$ 2.83	\$ 7.57	\$ 0.05	\$ 7.62	\$ 7.60	\$ (0.34)	\$ 7.26	\$ 2.73	\$ 0.45	\$ 3.18
Internal Service	\$ 4.07	\$ 0.85	\$ 4.93	\$ 5.34	\$ 0.19	\$ 5.53	\$ 5.43	\$ 0.19	\$ 5.62	\$ 3.98	\$ 0.85	\$ 4.84

## GENERAL FUND ENDING FUND BALANCE

In support of the City's financial integrity, the City Council originally adopted on September 15, 2014, a set of financial policies including fund balance reserves totaling 12% of General/Street O&M Funds operating revenues as follows:

- 2% General Fund Contingency Reserves: The purpose of this reserve is to accommodate unexpected operational changes, legislative impacts, or other economic events affecting the City's operations which could not have been reasonably anticipated at the time the original budget was prepared.
- 5% General Fund Ending Fund Balance Reserves: The purpose of this reserve is to provide financial stability, cash flow for operations and the assurance that the City will be able to respond to revenue shortfalls with fiscal strength.
- 5% Strategic Reserves: The purpose of this reserve is to provide some fiscal means for the City to respond to potential adversities such as public emergencies, natural disasters or similarly major, unanticipated events.

The proposed budget adjustment includes \$2,000,000 (\$1,000,000 in 2021 + additional \$1,000,000 in 2022) set aside for Economic Development Opportunity Fund. This set aside is shown as a designation of General Fund ending fund as shown below.

With this proposed budget adjustment, 2022 estimated General/Street O&M Funds ending fund balance of \$8.62M equates to 20.7% of General/Street O&M Funds operating revenues. The proposed revised operating revenues & expenditures and ending fund balance reserves is in alignment with the City's adopted financial policies.

The proposed composition of ending fund balance is as follows:

	2020 Actual	2021 Proposed Revised	2022 Proposed Revised
<b>General Fund Ending Fund Balance</b>			
2% GF Contingency Reserves	\$ 826,363	\$ 833,652	\$ 834,699
5% GF Ending Fund Balance Reserves	2,065,908	2,084,130	2,086,746
5% GF Strategic Reserves	2,065,908	2,084,130	2,086,746
<b>Total 12% GF Reserves</b>	<b>\$ 4,958,178</b>	<b>\$ 5,001,912</b>	<b>\$ 5,008,191</b>
Proposed Set Aside for Economic Development Opportunity	-	1,000,000	2,000,000
Unreserved/Designated for 2023/2024 Biennial Budget	8,772,623	3,830,320	1,616,493
<b>Total GF Ending Fund Balance at Year-End</b>	<b>\$ 13,730,802</b>	<b>\$ 9,832,230</b>	<b>\$ 8,624,683</b>

The proposed budget adjustment is summarized as follows:

	2020 Actual	2021 Proposed Revised	2022 Proposed Revised
<b>General Fund Summary of Sources, Uses &amp; Ending Fund Balance</b>			
Operating Revenue	\$40,461,225	\$40,720,686	\$40,727,016
Operating Expenditures	34,981,655	39,673,901	40,725,708
<b>Operating Income / (Loss)</b>	<b>\$ 5,479,570</b>	<b>\$ 1,046,785</b>	<b>\$ 1,308</b>
<b>As % of Operating Expenditures</b>	<b>15.7%</b>	<b>2.6%</b>	<b>0.0%</b>
Other Financing Sources	3,434,273	869,755	363,250
Other Financing Uses	5,057,091	5,815,111	1,572,098
<b>Beginning Fund Balance</b>	<b>\$9,874,049</b>	<b>\$13,730,802</b>	<b>\$9,832,230</b>
<b>Ending Fund Balance</b>	<b>\$13,730,802</b>	<b>\$9,832,230</b>	<b>\$8,624,683</b>

## PROPOSED BUDGET ADJUSTMENT DETAILS

The narrative below provides detailed information on the proposed budget adjustments. A summarized list is included as an attachment to this memo.

### Fund 001 General

#### Revenue Adjustments, Revenue/Ongoing

**Property Tax.** Increase 2022 property tax revenue estimate by \$96,510 for a total revised estimate of \$7,605,010. The revised estimate is based on preliminary assessed values provided by Pierce County and assumes the City Council will adopt a 1% increase as authorized by state law, which is consistent with previous City Council action.

**Sales Tax.** Increase revenue estimates by \$1,940,000 in 2021 and \$276,000 in 2022, resulting in revised estimates of \$12,000,000 and \$11,000,000, respectively.

**Parks Sales Tax.** Increase revenue estimates by \$75,000 in 2021 and \$0 in 2022, resulting in revised estimates of \$650,000 and \$670,000, respectively.

**Criminal Justice Sales Tax.** Increase revenue estimates by \$150,000 in 2021 and \$0 in 2022, resulting in revised estimates of \$1,193,000 and \$1,188,900, respectively.

**Admissions Tax.** Reduce revenue estimates by \$50,000 in 2021 and \$40,000 in 2022, resulting in revised estimates of \$150,000 and \$235,000 respectively.

**Gambling Tax.** Increase revenue estimates by \$348,000 in 2021 and \$119,960 in 2022, resulting in revised estimates of \$2,800,000 and \$3,000,000 respectively.

**Liquor Excise Tax.** Increase revenue estimates by \$0 in 2021 and \$54,529 in 2022, resulting in revised estimates of \$339,770 and \$389,129 respectively.

**Liquor Profits.** Decrease revenue estimates by \$0 in 2021 and \$15,959 in 2022, resulting in revised estimates of \$474,240 and \$469,971 respectively.

**Municipal Court Fines & Forfeitures.** Decrease revenue estimates by \$75,000 in 2021 and \$75,000 in 2022, resulting in revised estimates of \$588,205 and \$588,205 respectively.

**Photo Infraction Fines & Forfeitures.** Increase revenue estimates by \$100,000 in 2021 and \$100,000 in 2022, resulting in revised estimates of \$800,000 and \$800,000 respectively.

#### **CM – Camera Equipment, New/1-Time**

Add \$16,500 for purchase of new camera equipment in support of the City's communications program. The current camera and camcorder were purchased many years ago and is outdated. DSLR cameras are considered the best digital camera and videography and provides a clearer, more detailed image, giving the photographer more control, and greater creative flexibility, even in low light situations. DSLR cameras have a long battery life, better when it comes to ergonomics, and great for action photos. The budget request includes the cost of the camera(s), memory cards, battery, lenses, microphone, recorder, tripod, chargers, carrying case, communications drone, other miscellaneous accessories, and tax.

#### **CM – State Governmental Relations Contract, New/Ongoing**

Add \$3,450 in 2022 for increase in Gordon Thomas Honeywell (GTH) contract for State Government Relations Contract for a total contract of \$61,100 (\$60,100 base rate plus expenses not to exceed \$1,000). GTH: provides assistance in planning state legislative information and lobbying; monitors legislative activity; represents the City's legislative objectives; provides activity reports; attends City meetings; and assists in drafting bills.

#### **CM – Federal Governmental Relations Contract, New/Ongoing**

Add \$4,725 in 2022 for increase in Johnston Group contract for Federal Government Relations Contract for a total contract of \$60,725. This proposal is a 5% increase over the 2021 retainer and is the first proposed increase in the retainer since Johnston Group started working with the City in 2014. The retainer includes all expenses with the exception of transportation and lodging connected to City trips to Washington, DC, which is not anticipated for this scope of work while the COVID-19 pandemic continues. Whenever possible, the Johnston Group will combine client travel to Washington, DC to further reduce costs.

#### **CM – Communications Strategic Plan, New/1-Time**

Add \$35,000 in 2021 to hire a consultant firm to collaborate on a strategic community engagement plan. The primary goals include: strategize the expansion of the City's audience; and develop tactics to serve key messages to hard-to-reach demographics. Secondary goals include: Develop "inventory" of audiences, stakeholders, partners, demographics; identify prescribe tactics to engage individual audiences, stakeholders; Identify available channels and prescribe tactics to optimize reach; identify key messages and prescribe tactics to disseminate; develop tactics to reach BIPOC, ESL, low-income, and other hard to reach communities; review current communications and prescribe improvements; plan for measurement of outcomes.

#### **CM – Communications Intern, New/1-Time**

Add \$25,000 for an intern beginning in 2022 to assist with implementing the Strategic Community Engagement Plan. The additional funding will allow the communications team greater opportunities to: contribute to the attraction of overnight tourism to Lakewood through marketing and promotion; support City Council's Goal of Transparency, to include enhancing communications about issues, projects and services; enhance the City's capacity to produce content, invite engagement, and deliberately target hard-to-reach communities; and enhance inclusive communications through "penetrative storytelling" – producing content within and about a fuller spectrum of Lakewood's neighborhoods, demographics, languages and socioeconomics, in alignment with the City's Vision Statement in regards to embracing inclusivity and more equitable delivery of services.

#### **FI – Association of Washington Cities Membership Dues (AWC) – Non-Departmental, New/Ongoing**

Add \$2,252 in 2022 for increase in AWC for increase in membership dues for a total budget of \$46,362. The fee amount is based on (1) the City's population as estimated by the OFM (Office of Financial Management) and (2) the rate of change in the state and local government component of the IPD (Implicit Price Deflator) of 4.64%.

#### **CD – Sustainability Officer 1.00 FTE (Limited Term Position through 12/31/2024), New/1-Time**

Add \$59,205 in 2022 for personnel costs \$57,500 and office equipment and supplies \$1,705. In 2021, the City Council adopted a new climate chapter to the City's comprehensive plan, and a climate change action plan. This position would implement the City's climate change policies and programs, coordinate with city departments, outside agencies, and private and public utility providers. This position is also responsible for preparing annual reports on the City's efforts to reduce greenhouse gases (GHGs). Position is proposed start date is July 1, 2022.

**CD – Sustainability Office Assistant 0.50 FTE (Limited Term Position through 12/31/2024), New/1-Time**

Add \$15,575 in 2022 for personnel costs \$14,450 and office equipment and supplies \$1,125. This position would provide administrative support to the Sustainability Officer. Position is proposed start date is July 1, 2022.

**CD – ICLEI (Local Governments for Sustainability) Annual Membership Dues, New/1-Time**

Add \$5,000 in 2021 for annual membership dues. The City uses the membership to calculate greenhouse gas emissions.

**CD – Permit Technician 1.00 FTE (Limited Term Position through 12/31/2024), New/1-Time**

Add \$85,025 in 2022 for personnel costs \$83,800 and office equipment and supplies \$1,125. The department has seen a significant increase in the number of planning and building permits. This position would offset current workload. The position would also be used to transition from one automated permitting system to a new permitting system, currently under development with implementation expected during 4<sup>th</sup> Quarter 2021 as well as the implementation of a the document management system. Position is proposed to be funded by development services permits and fees revenue and filled the late 2021/early 2022.

**CD – 3<sup>rd</sup> Party SEPA Review for Western State Hospital, New/1-Time**

Add \$5,000 in 2021 contracted SEPA review services. This project is one-of-a kind requiring expertise for SEPA review. Only a few cities across the nation have a psychiatric hospital within their city limits of the size of Western State Hospital. The environmental review process is unique, and so the City sought outside assistance for advice, but also in an effort to address potential litigation costs. Cost for the review is \$5,000 to be paid by the applicant, Western State Hospital.

**CD – 3<sup>rd</sup> Party SEPA Review for Tree Removal, Retention and Mitigation, New/1-Time**

Add \$5,000 in 2021 contracted SEPA review services. The City is anticipating appeals to development permits involving tree removal permits. For some projects, the City is requiring a review of a developer biological reports and related documents. The costs are expected to be incurred in 2021 and 2022. Unspent funds will be carried over into 2022.

**CD – Tree Preservation Public Participation Plan, New/1-Time**

Add \$60,000 in 2022 for professional services to assist the City in developing a public participation plan for amendments to the City's tree preservation code. The plan consists of a series of activities and actions to both inform and obtain input from the public. Successful public participation has five elements: sets the stage for establishing clear purpose and goals; defines structure and process; establishes commitment amongst stakeholders to the process and provides inclusive and effective representation.

**CD – Economic Development Strategy, New/1-Time**

Add \$35,920 for economic development strategy. The City developed a draft economic development strategy in the fall of 2019, but the adoption of this document was placed on hold due to COVID-19 pandemic. The City is now in the process of updating and finalizing this strategy, which will be used to align City and partner expectations regarding the City's economic development vision and efforts. The final document will be posted to the City's website and should communicate the City's ongoing approach to external audiences (both community members and economic development partners), while also serving as an internal management tool to coordinate efforts across City departments. Scope of work includes baseline information gathering, strategy revisions, and document finalization.

**MC - Office of Public Defense Grant, New Grant/1-Time.**

Add program expenditures of \$68,000 funded by Office of Public Defense Grant. The grant is for a combined 2-year period for 2022-2023 to provide funding for reimbursement of training for public defense service providers, investigator and/or expert services, social worker services to assist public defense attorneys, and interpreter services for attorney-client interviews and communications.



#### **PK – CHOICE Grant, New Grant/1-Time**

Add program expenditures of \$260,000 funded by grant revenue from the Washington State Health Care Authority (HCA) CHOICE. The City has been the fiscal agent for the Lakewood's CHOICE program since July 1, 2019. It is a behavioral health initiative that serves parents and youth directly with various programs and curricula in partnership with the school district and local nonprofit organizations. This initiative does high impact work and is a great partner in Lakewood. The amendment is to add \$260,000 of new money and extend the duration of the contract through 6/30/2023. Most of the contract pays for the two CHOICE contractors who perform the work, and 8% is set aside to cover a portion of the administrative costs as it relates to the Human Services Coordinator position but does not cover other administrative costs such as finance and accounting.

#### **PK – Farmers Market Grant, New Grant/1-Time**

Add Farmers Market program expenditures of \$20,000 funded by grant revenue. The City applied to Washington State Department of Agriculture for recovery funds to support the Lakewood Farmers Market. The grant focused on the impacts that the COVID-19 pandemic had on past operations and provided funds to support the 2021 Farmers Market. Some of the funding impacts included a delay in opening the market, the need to move from City Hall to Fort Steilacoom Park to accommodate new access and spacing requirements, additional signage, staffing, training and never ending changes to COVID-19 safety plans, public health requirements and restrictions.

#### **PK – No Child Left Inside, New Grant/1-Time**

Add recreation program expenditures of \$25,000 funded by grant revenue. The required 25% local grant match will be funded by the existing 2021 recreation budget. The Washington State Legislature created the No Child Left Inside grant program to provide underserved youth with quality opportunities to experience the natural world. The City received this grant to develop an outdoor recreation and education program to serve Lakewood Youth. The program will develop monthly special events that are low to no cost and provide access and equity to our community. The events will include orienteering, geocaching, fishing, and non-motorized water sports, environmental education, bird watching, camping and survival skills, nature, photography, art, and gardening. Program planning will begin in 2021 with program implementation occurring in 2022.

#### **PK – Pierce County Specialized Recreation, New/Ongoing**

Add \$15,000 in 2022 for participating in Pierce County Specialized Recreation program. This program is designed to serve household members with cognitive and developmental disabilities. There are 1,000 households in Pierce County that have a need for specialized recreation services. Currently Metro Parks Tacoma and Pierce County are the only providers while 25-30% of participants come from other cities and towns, including Lakewood. Some participants travel up to three hours for an hour long program. Pierce County will be merging their programs in 2022 for efficiency and providing most of the services out of the Lakewood Community Center. Approximately 8% of program participants are from Lakewood with increased participation base on local program options. The City has been asked to support this program for our more vulnerable residents and their family members. Pierce County will manage this program for all participating entities.

#### **PK – Maintenance Worker 1.0 FTE, New/Ongoing**

Add \$43,000 in ongoing funds to restore funding for the vacant maintenance worker 1.0 position beginning in 2022. This position was included in the original adopted budget as an authorized, yet unfunded position. As part of the City Manager's action strategies to address the financial impact of the COVID-19 pandemic, all current and future vacant positions (regular full-time, regular part-time, limited term, temporary, interns, seasonal) would not be filled for the foreseeable future, with some exception given the funding sources, legal mandates and/or reporting requirements. This position fell into this directive. The request is to restore funding for this position beginning in 2022 to address parks and street operational needs. Participation in parks grew as it was the only outlet for family gatherings, personal recreation, and recess for remote learners and those isolated due to quarantines and other COVID-related regulations. Position is proposed start date is July 1, 2022.

#### **PK - Volunteer Graffiti Program, New/Ongoing**

Add \$10,000 in 2022 to kick start a volunteer graffiti program to include graffiti supplies and appropriate supervision to coordinate and manage the program. The city's maintenance and operations team regularly and proactively addresses the graffiti tagging citywide. When graffiti is identified on private property, the City's code enforcement team reaches out to have them address. In general, private property owners comply and clean their property. The biggest challenge is not cleaning the graffiti. Once graffiti is cleaned up, those who are doing this come back the next day or within days with more tagging. For the most part, the tagging is not gang related, it is a handful or even less number of members in the community who are doing this.

#### **PK – Street End Study, New/1-Time**

Add \$20,000 in 2022 for a street end study. The City has had discussions regarding street end issues and potential policies since incorporation. A more detailed review process occurred in 2007. In 2008-2009 the City completed a comprehensive report on street ends with recommendations from the Parks and Recreation Advisory Board (PRAB). The 2020 Legacy Plan update addressed protecting public spaces including open space, water access, and natural areas for future generations. Street ends were discussed at this time and street end discussions were added to the 2022 work plan. The City will be updating the 2009 street ends report to include a more comprehensive update on each street end in terms of site feasibility and financial costs in 2022. Additional resources and professional services are needed to support the process to include public outreach, site survey, mapping, and public access, landscaping and design work.

#### **PK – Kids Need Play!, Grant/1-Time**

Add \$40,420 in 2021 for Kids Need Play! Program funded by Pierce County ARPA funds and commences 5/1/2021 and ends 10/31/2021. This program replaces loss revenue incurred by providing participants a discount. Pierce County will reimburse the City for the discounted share of the published cost to the participant demonstrated by the documentation of posted rate, discount and discount rate paid, but not for program expenses. The grant also pays for online transaction costs and \$1 per refund transaction fee for refund and enrollment of existing registrants into this program.

#### **PK – SummerFEST Drone Video, New/1-Time**

Add \$30,000 in 2022 for a drone show at SummerFEST. After reviewing a variety of options for fireworks and other celebration displays, the City Council requested a lighted drone show at SummerFEST. This show would be unique to the region, add something new and special to the event as well and emphasize the City's leadership in combatting climate change.

#### **PD – Law Enforcement & Criminal Justice Legislative Fund, New/1-Time**

Add \$238,260 in 2021 towards the purchase of body cameras. The \$238,260 represents the about \$4 per capita share of the total \$20M state legislative allocation for implementation of new police reform legislation. HB1223 mandates electronic recording of all custodial interrogations and body cameras would meet that mandate. The total 1-time cost for 80 body cameras is \$336,304, of which \$98,044 will be funded by ARPA.

#### **PD – Clean Air Assessment, New/Ongoing**

Add \$1,360 in 2022 for a total assessment of \$39,316 per notice received for calendar year 2022 assessment for air quality management in the Puget Sound region ("supplemental income" assessment as per RCW 70.94.092). Puget Sound Clean Air Agency's Board of Directors decided to keep the supplemental income per capita rate for calendar year 2022 at 83 cents, the same rate as the last three years. The supplemental income is based on population and assessed valuation of taxable property as defined by the Washington State Clean Air Act (RCW 70.94.093).

#### **PD – Emergency Management Performance (EMPG) ARPA, Grant/1-Time**

Add \$17,331 in revenues and expenditures funded by EMPG-ARPA grant. These funds are provided as a supplement to the current non-ARPA EMPG grant. The EMPG-ARPA Program provides federal funds to assist state, local, tribal and territorial governments in preparing for all hazards, passes through a portion of the federal award to local and tribal jurisdictions to sustain and enhance local and tribal emergency management programs. This grant requires a dollar for dollar match which will be provided by the West Pierce Emergency Management Coalition. This is an anticipated grant and is included on this budget adjustment due to potential expenditures occurring in 2021.

#### **PD – Pierce County Sex Offender Residency Verification – Grant/Ongoing**

Add \$14,927 in revenues funded by Pierce County Sheriff's Department funded by Washington Association of Sheriffs and Police Chiefs (WASPC). The contract period is 7/1/2021-6/30/2022. The purpose of this contract is to aid in the verification of all registered sex offenders places of residence for level I offenders every 12 months, level II offenders every 6 months, and level III offenders every 3 months in Pierce County. This is an anticipated grant and is included on this budget adjustment due to potential expenditures occurring in 2021.

#### **PD – Lakewood Police Independent Guild (LPIG) Collective Bargaining Implementation – New/Ongoing**

Add \$427,904 in 2021 and \$849,215 in 2022 to implement LPIG collective bargaining agreement. LPIG represents approximately 90 fully commissioned police officer, detective and sergeant positions. The major provisions of the new agreement are as follows: 2-year term (1/1/21-12/31/22); 4% wage increase in 2021 and 2022; Juneteenth paid holiday effective beginning in 2022; increase in specialty pay cap from 6% to 8%; health insurance waiver increase from \$1,500 to \$3,600 annually; and increase line of duty death annual leave payout from 65% to 100%. Additional changes related to specialty and additional duty assignment procedures, procedures for filling last-minute overtime, the use of accrued leave for illness or injury consistent with State law, grievance procedure timelines, and family and medical leave to reflect City policy and relevant laws, have been made to the labor agreement. In addition, appendices related to the collision review process, use of audio and video systems, and use of automatic vehicle locator (AVL) have been removed from the agreement and instead will be in the Lakewood Police Department Manual of Standards.

#### **PD – Lieutenant 1.0 FTE – New/Ongoing**

Add \$95,000 in 2022 for salaries and benefits for a new lieutenant position, bringing the total number of lieutenants to 5.0 FTEs. The additional lieutenant position is requested to address the increasing workload that have been absorbed by the department over the years including;; management of the now completed in-Car video program; management of the soon-to-be implemented body worn camera program; increased response to public disclosure requests; responsibility for Lakewood's participation and response to the Pierce County Force Investigation Team (PCFIT); administrative oversight of the Special Response Team (SRT) after withdrawal from Metro SWAT; and fleet management. Another consideration is the impending retirements of the majority of the command staff over the next two years. A new lieutenant would presumably more in service time and would provide some continuity and redundancy in leadership and the responsibilities associated with the lieutenant position. Proposed start date is July 1, 2022.

#### **PD – REBOUND Program, New/Ongoing**

Add \$30,664 in 2022 for Rebound Program. The proposed budget request is based on 96 commissioned positions (includes new lieutenant 1.0 FTE request) at \$319.42 per member year. Actual costs may vary once total member numbers are confirmed. The REBOUND Program is offered by the Tactical Athlete Health and Performance Institute. It is designed for First Responders but also incorporates any employee that may encounter an injury. Rebound has a dedicated staff that manages the affected employee while cooperating with a committed network of health care providers that give priority to members of the REBOUND program. They also have 'Portal Access' to Washington State L&I to assist in moving the claim along faster. On average, employees are able to return to full work status 30% faster when using this program. The REBOUND program provides the same coverage to its members for injuries on the job and during their off time. The program can also be extended to other departments in the City once the first responders are under the program. The cost is a flat rate based on the size of group have covered with no additional costs being incurred by the number of times a member uses the benefits.

### **Internal Service Charges:**

See internal services funds for additional information.

#### **Fleet & Equipment, 1-Time**

- \$12,000 New Mower for Street Landscape Program
- \$65,000 New Vehicle for New Lieutenant

#### **Fleet & Equipment, Ongoing**

- \$823,149 Restore Replacement Reserve Collections in 2021

#### **Property Management, 1-Time**

- \$30,000 Security System Repairs Front Street O&M Shop
- \$40,000 Caretaker House Repairs

#### **Information Technology, 1-Time**

- \$22,000 Replace Police Station Radio Antenna
- \$18,000 Police Public Address (PA Microphones)
- \$20,589 City Council Laptops
- \$43,749 Microsoft Exchange Server & Licenses
- \$8,750 Enterprise Vault
- \$70,090 Colocation

#### **Information Technology, Ongoing**

- \$1,000 Website Translation Services
- \$51,517 Colocation Subscription & Renewal
- \$49,502 Information Technology Analyst 1.0 FTE
- \$21,028 Zoom License Renewal

#### **Risk Management, ongoing**

- \$83,422 WCIA Assessment Increase

### **General/Street Fund Subsidy**

- \$29,995 1-Time
- \$65,309 Ongoing

### **Transfer to Rental Housing Safety Program, New/1-Time**

See RHSP Fund for additional information.

- \$75,000 Rental Housing Safety Program Software Enhancements

### **Transfer to Public Art, New/1-Time**

See Public Art Fund for additional information.

- \$30,000 Public Art

### **Transfers to Parks CIP, New/1-Time**

See Parks CIP Fund for additional information.

- \$512,110 to 301.0005 Chambers Creek Trail Bridges
- \$43,300 to 301.0025 FSP All Abilities Playground
- \$620,000 to 301.0027 American Lake Park
- \$623,100 to 301.0032 Springbrook Park Expansion
- \$70,000 to 301.0039 American Lake North Parking Lot
- \$20,000 to 301.0041 Parks Sign Replacement (Design)
- \$100,000 to 301.0042 Downtown Park Schematic Design and Planning

## **Fund 101 Streets O&M**

### **Internal Service Charges:**

See internal services funds for additional information.

#### **Fleet & Equipment, Ongoing**

- \$61,854 Restore Replacement Reserve Collections in 2021

#### **Property Management, 1-Time**

- \$16,500 Sound Transit Elevator Repair

#### **Information Technology, 1-Time**

- \$1,933 City Council Laptops
- \$4,151 Microsoft Exchange Server & Licenses
- \$830 Enterprise Vault
- \$6,581 Colocation

#### **Information Technology, Ongoing**

- \$4,837 Colocation Subscription & Renewal
- \$4,648 Information Technology Analyst 1.0 FTE
- \$1,974 Zoom License Renewal

#### **Risk Management, ongoing**

- \$8,716 WCIA Assessment Increase

## **Fund 105 Property Abatement/Rental Housing Safety Program /1406 Affordable Housing**

### **RHSP Membership Dues, New/1-Time**

Add \$300 per year in expenditures (offset by inspection revenues) for membership dues for Housing Program Coordinator's real estate broker license renewal and related renewal coursework.

### **Internal Service Charges:**

See internal services funds for additional information.

#### **Information Technology, 1-Time**

- \$75,000 Rental Housing Safety Program Software Enhancements

## **Fund 106 Public Art**

### **Public Art Program, New/1-Time**

Add \$30,000 in 2022 for public art, funded by the General Fund. A successful public art program engages, excites and involves the community in art. The City has been making strides in this area for many years. In 2021 the City added art to signal/utility boxes and a mural at American Lake Park. More artwork could be added in 2022 anticipating a more comprehensive public art program being implemented in 2023. The request would provide funding of \$20,000 for 8-10 utility boxes and \$10,000 for one community mural.

### **Fund 180 Narcotics Seizure Fund**

#### **Narcotics Seizures, New/1-Time**

Add \$14,500 in revenues and expenditures funded by transfer of reserves from fleet & equipment fund for reimbursement of seizure purchased vehicle converted to non-seizure use activity. See Fleet & Equipment Fund for details.

### **Fund 190 Community Development Block Grant (CDBG) Fund**

#### **CARES Aid (Coronavirus Aid, Relief, and Economic Security Act) – CV2 (Round 2), New/1-Time**

Add \$36,294 in 2021 to account for recent notification of additional award allocation for a total of \$172,000. In March 2021 the City was notified by the Washington State Department of Commerce of its eligibility to receive \$136,706 in CDBG-CV2 funding through its status as a CDBG entitlement community. These funds were authorized under the Coronavirus Aid, Relief and Economic Security Act (CARES Act). This initial award of \$136,706 was approved in the previous 2021 carry forward budget adjustment. CDBG-CV funding is to be used to prevent, prepare for, and respond to the social economic impacts of the coronavirus outbreak. Eligible activities include: 1) public service activities; 2) housing related activities; 3) public improvements and facilities; 4) real property acquisition; 5) economic development activities; and 6) general administrative and planning activities. All CDBG funded activities must benefit low and moderate income persons or meet the CDBG urgent need national objective criteria.

### **Fund 192 South Sound Military Communities Partnership**

#### **North Clear Zone, Grant/1-Time**

Add \$1,400,000 for North Clear Zone (NCZ) Acquisition funded by Department of Commerce via state legislative ask. Funds will be used to purchase select properties adjacent to Joint Base Lewis McChord (JBLM). The ultimate objective of this project is to remove and relocate all businesses within the NCZ and protect JBLM from urban encroachment. The NCZ area of land is immediately north of and centered on the runway at McChord Air Force Base (part of JBLM). It is a potential danger to military personnel and surrounding civilian population by continuing to operate businesses so closely to an active runway. The estimated cost of acquiring and relocating all the properties in the NCZ is \$80.6M. In 2019, a cooperative agreement between the City of Lakewood and Army Environmental Command (AEC) prompted a planned federal capital outlay of up to \$64M over 5 decades, so long as there is a 20% local match (\$16M). The requested \$1.4M will go towards the required 20% match for the purchase and relocation of the Windmill Warehouse Park. To date, the SSMCP has received a total of \$1.25M from the state through the LCP, roughly \$500K from the City of Lakewood and \$530K from Pierce County to leverage \$3.7M through Air Force and \$1.5M through REPI Grant Program. Note – the \$1.4M includes the state admin fee (amount to be determined, up to 3% or \$50,000).

### **Fund 195 Public Safety Grants**

#### **PD – Emergency Management Performance (EMPG), Grant/1-Time**

Add \$50,805 in revenues and expenditures for partial reimbursement of the Emergency Management Coordinator's position shared with the West Pierce Emergency Management Coalition. The coalition is comprised of the City of Lakewood, the City of University Place, and West Pierce Fire and Rescue. This grant requires a match of local funds of \$95,396 which is provided by the balance of the Coordinator's salary paid by the coalition. The coalition's apportionment is calculated as follows: Coordinator's position cost less the EMPG grant; remaining balances is allocated 40% and 60% allocated to the cities of Lakewood and University Place based on population as provided by Washington State Office of Fiscal Management (OFM). The City's portion of the local match is included in the existing General Fund budget. The grant funding period is 6/1/2021-8/31/22. This is an anticipated grant and is included on this budget adjustment due to potential expenditures occurring in 2021

#### **PD - Washington Auto Theft Prevention Authority (WATPA), Grant/1-Time**

Add \$144,100 in revenues and expenditures for grant received from Washington Auto Theft Task Prevention Authority, covering the second half of 2021 and extra security items purchased in June. This funding through the City of Federal Way (fiscal agent) provides for the position of an Auto Crimes Enforcement Task Force Investigators who are assigned to the WAPTA program. There is no local match required. The mission of the WAPTA is to prevent and reduce motor thefts in the State.

#### **PD – FBI Innocence Lost Grant, Grant/1-Time**

Add \$2,500 in revenues and expenditures for increase in grant received from FBI. The additional \$2,500 is for overtime work of two officers with the FBI in targeting the prosecution of organized crime groups responsible for the promotion of prostitution, specifically juvenile prostitution, interstate, or through the use of interstate commerce, drug trafficking, money laundering and alien smuggling. There is no local match required.

#### **Fund 202 Local Improvement District (LID) Debt Service**

##### **LID Redemption, New/1-Time**

Decrease LID assessment revenue by \$14,330 in 2021 and \$2,133 and decrease LID debt service payments by \$134,953 in 2021 and increase by \$39,755 in 2022. Complete payoff of LID debt is as follows: December 2022 for 1101/1103; December 2023 for LID 1108; and March 2033 for LID 1109.

#### **Fund 301 Parks Capital**

##### **301.0005 Chambers Creek Trail, New/1-Time**

Add \$512,110 in project expenditures funded General Fund. In 2019 Lakewood, Pierce County and University place entered into an interlocal agreement for the purpose of designing and constructing the Chambers Creek Trail along with bridges and one boardwalk. Bridge #1 is under construction and completion is anticipated this fall. When complete, Bridge #1 will open approximately one mile of trail to users. However, that will still leave approximately 3.5 miles of the Canyon inaccessible to users unless Bridge #2 and the associated boardwalk is build. Approximately \$512,110 is needed for the City's share to fill the funding gap for both bridges.

<b><u>Sources/Project Costs</u></b>	<b><u>Phase I – Bridge</u></b>	<b><u>Phase 2 - Trail</u></b>
City of Lakewood	\$179,451	\$657,659
City of University Place	\$179,451	\$657,659
Pierce County	\$179,451	\$657,659
RCO Grant	\$150,000	\$709,000
<b>Total</b>	<b>\$688,353</b>	<b>\$2,681,977</b>

This budget adjustment results in a life-to-date 2022 cost estimate of \$837,110 funded by:

\$591,701 General Fund  
\$100,000 REET  
\$20,409 Paths & Trails  
\$125,000 SWM  
**\$837,110 Total Sources**

##### **301.0018 Parks CIP Support 1.0 FTE (Limited Term Position through 12/31/2024), New/1-Time**

The City has been very successful procuring grants and funds to implement park improvement projects. In the next few years the City will be managing over \$10 million in park capital improvements. The City currently has the equivalent of a half-time temporary position that manages all the projects. Additional support is needed to ensure all of the various components as well as the grant requirements are done properly and projects are completed on time and within established budgets. Funding is within the existing Parks CIP budget.



### 301.0020 Wards Lake, Grant/1-Time

Add \$622,840 in project expenditures funded by Department of Commerce Grant through State legislative ask \$2,840 and General Fund \$620,000. At over 35 acres (assuming the City will purchase remaining parcels by year-end) Wards Lake is an outstanding natural area in a densely populated area. A comprehensive master plan update was completed in 2019 in conjunction with the Legacy Plan. The master plan focused on increased access, environmental health storm water function, improved safety and ways to discourage negative activities. Eliminate funds anticipated of \$1,600,000 and replace with the following grants:

- \$500,000 from Washington Wildlife and Recreation Programs (WWRP) Local Parks grant. \$1 million city match required, however, City intends to use other grants awarded and allocated city resources to cover the local match required.
- \$1,000,000 from Land and Water Conservation (LWCF) grant, anticipate City Council grant acceptance in October. \$1 million city match required, however, City intends to use other grants awarded and allocated city resources to cover the local match required.
- \$350,000 from Youth Athletic Fund (YAF) for pump track, anticipate City Council acceptance late September. \$38,907 city match required, however, City intends to use other grants awarded and allocated city resources to cover the local match required. Note – reclassifying only \$100,000 of the total \$350,000 grant.
- \$2,840 Department of Commerce (DOC) grant from State Legislative Ask of \$258,000. The budget adjustment is calculated as follow: DOC grant \$258,000 less the admin fee less \$5,160 admin fee less \$250,000 funds anticipated previously budgeted = \$2,840 net budget increase).

This budget adjustment results in a life-to-date through 2022 cost estimate of \$2,667,840 funded by:

\$500,000 WWRP Grant  
\$1,000,000 LCWF Grant  
\$350,000 YAF Grant  
\$252,840 DOC Grant (State Legislative Ask)  
\$217,500 General Fund  
\$247,500 REET  
\$100,000 SWM  
**\$2,667,840 Total Sources**

### 301.0025 Fort Steilacoom Park ADA/Sensory All Abilities Playground, New/1-Time

Add \$43,300 in project expenditures funded by the General Fund. The expenditure increase includes \$23,300 for playground equipment and installation and \$20,000 for ADA parking lot access improvements. The original budget was \$150,000. Prior to and during construction, additional conditions occurred and items and various services were needed to complete the project. Unanticipated issues included repairing and installing climbing boulders, not being able to reuse the old swing set; adding surfacing and additional items to meet safety standards and due to a new city code regarding building permits, additional work was needed on site that had not been included in the original bid.

This budget adjustment results in a life-to-date through 2022 cost estimate of \$193,300 funded by:

\$193,300 General Fund  
**\$193,300 Total Sources**

### 301.0027 American Lake Improvements, New/1-Time

Add \$622,840 in project expenditures (\$20,000 for parking lot trees and landscaping/\$600,000 for safety updates and new dock area for swimming) funded by General Fund \$620,000 and net increase in Department of Commerce grant from state legislative ask \$2,840. Improvements will include ADA access to the beach, new restroom building, picnic shelter, repairs to bulkheads and retaining walls, landscaping, interpretive signs, benches and other amenities. Additional safety improvements are anticipated to be needed to account for crowd control and swim area improvements. Planning and permitting will occur in late 2021 with construction occurring in 2022. The budget adjustment also replaces \$1 million in funds anticipated with \$500,000 WWRP Grant and \$500,000 ALEA Grant. Both grants are anticipated to be accepted by City Council late September and each require \$885,000 local match (matched by other grants and REET funds that have already been appropriated).

This budget adjustments results in a life-to-date through 2022 cost estimate of \$2,411,340 funded by:

- \$500,000 WWRP Grant
- \$500,000 ALEA Grant
- \$252,840 DOC Grant (State Legislative Ask)
- \$35,000 Pierce County Grant
- \$3,500 Contributions/Donations
- \$620,000 General Fund
- \$500,000 REET
- \$2,411,340 Total Sources**

### **301.0031 Fort Steilacoom Parks Turf Infields, New/1-Time**

Add \$1,950,000 in project expenditures funded by YAF Grant \$350,000 and funds anticipated through Pierce College \$1,600,000. The Youth Athletic Fields grant is anticipated to be accepted by City Council late September and the City will use the Department of Commerce allocation for project match. The City has an interlocal agreement (ILA) with Pierce College to develop a collegiate field at this site and has \$1,600,000 budgeted for improvements. A more detailed ILA regarding use will be reviewed in late 2021.

This budget adjustment results in a life-to-date through 2022 cost estimate of \$3,210,000 funded by:

- \$994,700 Department of Commerce Grant
- \$1,600,000 Funds Anticipated (Pierce College)
- \$350,000 Youth Athletic Fields (YAF) Grant
- \$15,300 General Fund
- \$250,000 REET
- \$3,210,000 Total Sources**

### **301.0032 Springbrook Park Expansion Phase V, New/1-Time**

Add \$623,100 in project expenditures funded by the General Fund. This project continues City efforts to improve the quality of life for residents in the Springbrook neighborhood. This project will help us clean up approximately 660 linear feet of shoreline, and create a healthy place for Springbrook residents to visit and play. A master plan was updated in 2020 after extensive community outreach. New improvements were suggested and cost estimates were made. Since that time and during permitting and development of construction documents economic conditions have changed. Current construction costs have increased and city is considering prioritizing improvements to meet available funds. Base project costs reflecting current funding include: loop trail, moving community garden, site development of property expansion, landscaping, street frontage improvements along 127th and shoreline enhancements. Additional requests include: \$72,650 to cover additional expenses related to purchasing and demolition of Louwein adjacent property. Plus additional funds to cover state admin for grant \$30,450, costs to construct the Pump Track = \$250,000, Dog Park = \$ 120,000 and Basketball Court = \$150,000 for a total of \$623,000.

This budget adjustment results in a life-to-date through 2022 cost estimate of \$1,789,256 funded by:

- \$757,540 Department of Commerce Grant
- \$10,000 Tacoma Pierce County Health Department Grant
- \$900,000 General Fund
- \$121,616 Springbrook Park Acquisition Phase III Project Savings
- \$1,789,256 Total Sources**

### **301.0039 American Lake North Parking Lot, New/1-Time**

Add \$70,000 in 2022 funded by General Fund. The City Council approved parking lot improvements to recently purchased property adjacent to the American Lake Park parking lot. The site will support single car and vehicles with boat launch trailer parking. Additional resources are anticipated due to expansion of the area and current supply chain issues and market rates. Work completion anticipated in early 2022.

This budget adjustment results in a life-to-date through 2022 cost estimate of \$543,750 funded by:

\$543,750 General Fund

**\$543,750 Total Sources**

### **301.0041 Parks Sign Replacement (Design), New/1-Time**

Add \$20,000 in 2021 for design. While reviewing park entry sign design options, the City Council requested expansion of the program to include a review of signs city-wide to ensure they are cohesive uniform. Outside support and skills are needed to provide review, design services and project management.

### **301.0042 Downtown Park (Design and Planning), New/1-Time**

Add \$100,000 in 2021 for schematic design and planning. The City's Legacy Plan regarding Parks Capital Facility Plan (PCFP) consists of the top ranked projects. Two PCFPs are provided to account for the development of two different downtown parks: 1) a 2-acre park and 2) a 4-acre park. Funds will be used to explore the options, including schematic design and planning.

## **Fund 302 Transportation Capital**

### **302.0074 Streets: South Tacoma Way – 88<sup>th</sup> to 80<sup>th</sup> Street, Continuation/1-Time**

Add \$14,250 in revenues and expenditures funded by the WSDOT. The current grant authorized by Federal Highway Administration (FHWA) allocation of \$375,000 is increased to \$389,500 and provides for federal share of the total \$450,000 cost of preliminary engineering.

This budget adjustment results in a life-to-date through 2022 cost estimate of \$535,935 funded by:

\$389,250 WSDOT Federal Grant

\$6,685 Contributions

\$140,000 REET

**\$535,935 Total Sources**

### **302.0114 112<sup>th</sup> St SW – Clover Park High School Sidewalk – Gravelly Lake Drive to Highland, New/1-Time**

Add \$743,000 in revenues and expenditures for this project funded by WSDOT Safe Routes to Schools state funding \$656,000 and REET \$87,000 for the required local match. Project scope includes pedestrian lighting at crossings, school speed zone flashing beacons and signage re-installed, ADA curb ramp retrofits, sidewalk with curb, pedestrian-scale lighting, and bike lane on one side of the road. The anticipated project start date is January 2022 and opens to traffic in June 2023.

The budget adjustment results in a life-to-date through 2022 cost estimate of \$743,000 funded by:

\$656,000 WSDOT Safe Routes to Schools

\$87,000 REET

**\$743,000 Total Sources**

### **302.0135 Streets: WA Blvd & Edgewood Drive (North Fort to Gravelly Lake Drive), New/1-Time**

Add \$1,149,683 in revenues and expenditures funded by a reimbursement from Lakewood Water District, for a piping project that coincides with this project's location. The improvements will be owned by Lakewood Water District.

The budget adjustment results in a life-to-date through 2022 cost estimate of \$19,850,521 funded by:

\$5,484,970 General Obligation Bonds  
\$4,273,998 Grants Anticipated  
\$1,149,683 Lakewood Water District  
\$3,000,000 TIB Grant  
\$652,638 REET  
\$195,000 TBD  
\$150,302 Contributions  
\$4,943,930 SWM  
**\$19,850,521 Total Sources**

### **302.0164 Sidewalk Fill-in Farwest Dr from 112th to Lakes HS, & 100th St Ct SW to STL, Blvd, Housekeeping/1-Time**

The previous budget adjustment (2021 carry forward) added \$1,475,000 in project expenditures funded by grants anticipated \$1,336,000 and REET \$139,000. This adjustment was based on the City's notification of an impending grant from the state Safe Routes to Schools grant program application. The grant has since been awarded so the current adjustment removes grants anticipated to grant received, and requires no additional funds. The project scope includes pedestrian lighting, road reconfiguration, ADA curb ramp retrofits, sidewalk with curb, and bike lanes. The anticipated project start date is January 2022 and opens to traffic in July 2023.

The budget adjustment results in a life-to-date through 2022 cost estimate of \$1,475,000 funded by:

\$1,336,000 Safe Routes to Schools  
\$139,000 REET  
**\$1,475,000 Total Sources**

### **302.0165 Pine Street Sidewalk and Pedestrian Crossing, New/1-Time**

Add \$969,000 in revenues and expenditures for this project funded by WSDOT 2021-2023 state funding \$883,000 and REET \$86,000 for the required local match. The complete project title is "Pine Street Sidewalk and Pedestrian Crossing – Connection Water Ditch Trail to Wards Lake Park – 84<sup>th</sup> Street South to 200' North of 83<sup>rd</sup> Street South. Project scope includes pedestrian lighting at crossings, marked crosswalks, pedestrian crossing advance stop bars, ADA curb ramp retrofits, audible pedestrian signal, sidewalk with curb, pedestrian countdown signal, leading pedestrian intervals, full traffic signal, bike lanes, pedestrian-scale lighting, and parking removal. The anticipated project start date is January 2022 and opens to traffic in July 2023.

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The budget adjustment results in a life-to-date through 2022 cost estimate of \$969,000 funded by:

\$838,000 Safe Routes to Schools  
\$86,000 REET  
**\$969,000 Total Sources**

## **Fund 303 Real Estate Excise Tax**

### **Real Estate Excise Tax, Revenue/1-Time**

Increase revenue estimates by \$1,700,000 in 2021 and \$0 in 2022, resulting in revised estimates of \$3,500,000 and \$1,800,000, respectively. These funds will be considered for appropriation as part of the transportation project funding analysis that will be presented to the City Council on October 25, 2021.

### **Transfers to Transportation CIP, New/1-Time**

See Transportation CIP Fund for additional information.

- \$86,000 to 302.0165 Pine Street Sidewalk and Pedestrian Crossing.
- \$87,000 to 302.0144 112<sup>th</sup> St SW – Clover Park High School Sidewalk

## **Fund 311 Sewer Capital Projects**

### **311.0000 Sewer Availability Charge, Revenue/1-Time**

Increase revenue estimates by \$183,760 in 2021 and \$185,020 in 2022. The new revenue estimates with this adjustment is \$348,760 in 2021 and \$385,020 in 2022 and reflect additional revenues from recently completed sewer projects completed in 2019 and 2020. Prior to properties connecting up to the sewer system, property owners are subject to the City's sewer availability charges. Costs include annual administrative expenses to maintain and operate the fund.

### **311.0000 Sewer Availability Charge from Collections, Revenue/1-Time**

Add revenue estimates of \$235,000 in 2021 for revenues received through collections process. The majority of this revenue is from collecting on 26 past due accounts going back to 2015.

## **Fund 401 Surface Water Management**

### **401.0000 Surface Water Management Fees, Revenue/Ongoing**

Increase revenue estimates by \$50,000 in 2021 and \$50,000 in 2022. The new revenue estimates with this adjustment is \$4,401,500 in 2021 and \$4,516,400 in 2022 based on City Council adopted rate increase of 2.5% per year.

### **401.0016 112<sup>th</sup> St Drainage Improvements, CIP/1-Time**

Eliminate project budget of \$40,000 in 2021 and \$350,000 in 2022 and return funding to SWM operations. This project was intended to provide greater water quality treatment and additional infiltration capability to an existing system located within 112<sup>th</sup> St SW. Upon field investigation, it was determined that the system had not been cleaned in many years with a significant accumulation of debris. After cleaning and inspection, the system is working properly and has sufficient water quality features for the constraints of the location. As future roadway projects improve the transportation system within the drainage basin, each project will be required to provide treatment for the project's impact.

### **Internal Service Charges:**

See internal services funds for additional information.

#### **Fleet & Equipment, Ongoing**

- \$22,985 Restore Replacement Reserve Collections in 2021

#### **Information Technology, 1-Time**

- \$977 City Council Laptops
- \$2,100 Microsoft Exchange Server & Licenses
- \$420 Enterprise Vault
- \$3,329 Colocation

#### **Information Technology, Ongoing**

- \$2,446 Colocation Subscription & Renewal
- \$2,350 Information Technology Analyst 1.0 FTE
- \$988 Zoom License Renewal

#### **Risk Management, ongoing**

- \$3,962 WCIA Assessment Increase

## **Fund 501 Fleet & Equipment**

### **PD – Public Address (PA) Microphones, New/1-Time**

Add \$18,000 internal service charges in 2021 for the purchase of PA microphones. The Washington State Criminal Justice Training Commission (WSCJTC) is providing legislatively mandated training for all commissioned officers called Patrol Tactics. The training teaches de-escalation as well as basic patrol tactical concepts that includes high risk stops. These are used when an officer needs to detain/arrest a high risk subject (i.e. subject who did a shooting, robbery, or possesses firearms). The old technique was to use the PA microphone from the driver's seat and instruct the suspect to exit their car and walk back to the officer. The new tactic that is being taught/recommended by WSCJTC is to conduct this stop while the officer is standing at the rear of the patrol vehicle. This is a much safer technique and requires new microphones installed at the rear of the patrol vehicle at a cost of \$300 per marked patrol vehicle for a total cost of approximately \$18,000.

### **PD - Replace Vehicle 40800, Continuation/1-Time**

Add (carry forward) \$39,000 in 2021 for the replacement of damaged vehicle \$34,000 and emergency equipment \$5,000. This vehicle assigned to CIU was involved in a significant collision and repaired, but is not reliable due to electronic issues that have not been resolved after repeated attempts. Funding source is replacement reserves of \$32,723 and insurance proceeds of \$6,277.

### **PD - Replace Vehicle 40630 with Seizure Vehicle, Continuation/1-Time**

Add \$14,500 in 2021 for transfer of replacement reserves to Narcotics Seizure Fund. Vehicle 41690 Chevrolet Tahoe was purchased in 2009 by Narcotics Seizure Fund and used for gang enforcement. Due to low use, the vehicle was transferred to Police non-seizure operations as a K9 vehicle to replace vehicle 40631 which was approved in 2020 but not purchased. The \$14,500 is based on \$4,500 market value of the vehicle plus \$10,000 cost to convert the vehicle for K9 use.

### **PD – New Vehicle for New Lieutenant 1.0 FTE, New/1-Time**

Add \$65,000 in 2021 in support of new lieutenant 1.0 FTE request.

### **PD – New Mower for Street Landscape Program, New/1-Time**

Add internal service charges of \$12,000 in 2022 for the purchase of a new 48" Z Track Mower to support the Street Landscape program. Currently there are 1.75 FTEs assigned to street landscaping. This team provides maintenance to all city buildings, traffic islands, gateways, Sounder Station and along city streets and right-of-ways. There is one mower assigned to the team. The additional Z Track Mower would allow the team to complete more work in those areas. Besides mowing, this equipment allows them to pick up trash along the streets in advance of mowing, providing more efficient use of limited resources.

## **Fund 502 Property Management**

### **PK - Security System at Front Street O&M Shop, New/1-Time**

Add \$30,000 for security system repairs and updates funded by internal service charges to the General Fund. The current security system at the Front St Shop was installed in 2013. The system started failing in 2019 and was patched together until the main components failed and cannot be replaced. The current system is also not compatible with the City's card reader system. This new system was proposed by our Information Technology team to interface with City systems and includes a new gate access and building control systems plus an intercom for visitor communication.

### **PK – Sound Transit Elevator Repair, New/1-Time**

Add \$16,500 in 2021 to replace the control board that burned out and is not operational. It does not appear to be due to vandalism. The elevator is owned by the City and provides ADA and pedestrian access to the structure from Kendrick Street.

#### **PK - Fort Steilacoom Park Caretaker's House Repairs, New/1-Time**

Add \$40,000 for repairs and maintenance at the Fort Steilacoom Park caretaker's house funded by internal service charges to the General Fund. Other than painting the exterior of the house in 2006 when the City took over maintenance and operations from Pierce County, there hasn't been any major repairs. The City Council authorized \$10,000 for a new roof and gutters necessary to keep the property in good useable condition and ensure a safe living environment is maintained for the tenant at this site. The additional \$40,000 request is for the HVAC system, new doors and windows and updates to the electrical panel. The repairs are necessary to keep the property in good useable condition and ensure a safe living environment is maintained for the tenant at this site.

#### **Fund 503 Information Technology**

#### **CD - RHSP Software Enhancements, New/1-Time**

Add \$75,000 for software enhancements. Since the initial software was launched at the end of 2018, several enhancements/fixes have been identified that will improve operations, efficiency, and effectiveness, including: removing unnecessary reports and adding new reporting capability; making sure public cannot add or change addresses; automatic change registration date to new year effective January 1; prevent registration/renewal of rental business license until previous year's fees have been paid; identify the specific item for "red code" issue message; fix wrong number of units listed; ability to query all COCs and licenses associated with the property owner; automatic system generate renewal notices; icon placement, renaming and removal; void transactions process and reports; add payer information by property; add site name; discontinue sending completed inspection reports to previous owner; and reducing the amount of time it takes to load list inspections and home pages.

#### **CM – Web Translation Services, New/Ongoing**

Add \$500/year for web translation annual service costs. The service translates and content on the City's web page to multiple languages. The initial 1-time cost is funded by the City's ARPA funds allocation.

#### **PD – Replace Radio Antenna, New/1-Time**

Add \$22,000 internal service charges in 2021 for the purchase of a new radio antenna. The Police Station radio antenna system failed. This is a critical piece of infrastructure that has been in use for many years as it was donated to the City from Nextel/Sprint when the service was discontinued. The antenna system covers all radios at the Police Station. Attempts to fix was unsuccessful, thus replacement is the only option.

#### **CW – City Council Laptops, New/1-Time**

Add \$23,500 in 2021 for the purchase of 7 laptops and accessories (keyboard, pen, air adapter) to replace existing iPads. Annual ongoing costs totaling \$2,535 are already budgeted as part of existing iPads so no additional maintenance & operation cost is needed. The new laptops include a four year warranty.

#### **CW – Information Technology Analyst 1.0 FTE, New/1-Time**

Add \$56,500 in 2022 for salaries and benefits. The addition of this new position will allow the Information Technology Division to address increased technology needs as it relates to public records request, telework, cybersecurity, help desk and special projects. The increase in public disclosure requests (PDR) heavily impacts not only the Legal Department but also IT, particularly the City's Chief Information Officer (CIO), since IT is the "3<sup>rd</sup> party" providing the initial extract of emails meeting the PDR request. The hybrid telework/in office continues to require support from IT, and while employees are required to come to office when technology (for example, employee's internet connection is poor or technology doesn't support their need) there is still the call and follow-up to IT. Additionally, the COVID-19 pandemic (lead to remote access work) has also created new opportunities for cybercriminals to exploit technology systems. The additional support will provide some relief to the CIO who can then dedicate more of this time and expertise to major projects as identified in the 6-year IT Strategic Plan, as well as planning for and staying abreast of major development and trends in information technology in order to advance and protect the city's technology infrastructure. Proposed start date is July 1, 2022.



#### **CW - Microsoft Exchange Server & Licenses, New/1-Time**

Add \$50,000 in 2021 for Microsoft Exchange Server and Client Licenses. The current server and client licenses have reached end of life. The City must upgrade to the latest version of exchange server to ensure the City remains on the latest version and systems are secure. Support is no longer available on the current version, putting the City at security risk.

#### **CW – Enterprise Vault, New/1-Time**

Add \$10,000 in 2021 for Enterprise Vault. Enterprise Vault is an archiving and compliance solution that ensures information is properly retained. The current system has reached end of life and must be upgraded to continue operation with new Microsoft Exchange 2019 server. The moneys will be used to contract with third party professional services to perform the upgrade due to the critical nature of software/upgrade and potential issues that may arise as part of the upgrade process.

#### **CW - Colocation for Disaster Recovery, New/1-Time**

Add \$80,000 1-time in 2021 as follows:

- Add \$50,000 for the purchase of servers, firewalls and storage appliances to host virtual infrastructure to provide remote access to city resources/data during a disaster or outage. This hardware is required for co-location services.
- Add \$30,000 for the purchase of required software for co-location to host virtual infrastructure. This software includes VMWare ESXi, VEAAM backup software and replication.

#### **CW - Colocation for Disaster Recovery Subscriptions/Renewals, New/Ongoing**

Add \$58,800 ongoing (\$30,000 in 2021 and \$28,800 in 2022) as follows:

- Add \$28,800 to obtain full hardware rack and internet/data services to install all required hardware, including power and securing fees. This will add additional data center 100 miles away located at Flexential, Hillsboro location for disaster recovery. Includes data services and monthly Rackspace rental. (Ongoing, beginning in 2022)
- Add \$15,000 for maintenance/support costs which provides warranty, services and maintenance on hardware, 24x7 support. The subscriptions are for 3-years with renewal in 2025. (Ongoing)
- Add \$15,000 for the required annual maintenance for support and use of the software. (Ongoing)

#### **Fund 504 Risk Management**

##### **WCIA Assessment, New/Ongoing**

Add \$96,100 in 2022 for WCIA assessment to account for increases primarily in general liability. Overall, WCIA experienced a liability rate increase of 19.4% driven by the insurance market in Washington State. Factors affecting the insurance market include large jury awards, changes in state laws, the social justice movement, and changing conditions in the insurance market worldwide. This is not unique to the WCIA risk pool and why the traditional insurance carriers are raising rates or completely pulling out of public risk in the State of Washington and nationally. The good news for the City of Lakewood is that our projected increase of 7.0% is well below the overall increase to the pool of 19.4%, which is a reflection of the City's continued focus on effectively managing its risk management program.

**2021/2022 Mid-Biennium Budget Adjustment  
Summary of Proposed Requests - EXCLUDES ARPA FUND**

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	CC Goals	Objectives	Adjustment Ongoing/ Type 1-Time			Year 2021		Year 2022	
						Revenue	Expenditure	Revenue	Expenditure
<b>Grand Total - All Funds</b>			<b>5.50</b>			<b>\$ 16,528,129</b>	<b>\$ 14,532,654</b>	<b>\$ 601,872</b>	<b>\$ 1,215,847</b>
<b>Total - Fund 001 General</b>			<b>3.50</b>			<b>\$ 2,906,288</b>	<b>\$ 4,263,124</b>	<b>\$ 864,065</b>	<b>\$ 1,840,162</b>
RV Property Tax Updated Estimate Based on Pierce County Preliminary Letter	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	-	-	96,510	-
RV Sales Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	1,940,000	-	276,000	-
RV Parks Sales Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	75,000	-	-	-
RV Criminal Justice Sales Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	150,000	-	-	-
RV Admissions Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	(50,000)	-	(40,000)	-
RV Gambling Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	348,000	-	119,960	-
RV State Share Revenues - Liquor Excise Tax	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	-	-	54,529	-
RV State Share Revenues - Liquor Profits	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	-	-	(15,959)	-
RV Fines & Forfeitures - Municipal Court	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	(75,000)	-	(75,000)	-
RV Fines & Forfeitures - Photo Infractions	4. Fiscal Responsibility	4.2	-	Rev	Ongoing	100,000	-	100,000	-
CM Camera Equipment	5. Transparency	5.1	-	New	1-Time	-	16,500	-	-
CM State Governmental Affairs Contract	4. Fiscal Responsibility 5. Transparency	4.3 5.2	-	New	Ongoing	-	-	-	3,450
CM Federal Governmental Affairs Contract	4. Fiscal Responsibility 5. Transparency	4.3 5.2		New	Ongoing	-	-	-	4,725
CM Communications Strategic Plan Contracted Services	4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	4.1 5.1 / 5.3 6.2	-	New	1-Time	-	35,000	-	-
CM Communications Intern	4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	4.1 5.1 / 5.3 6.2	-	New	1-Time	-	-	-	25,000
FI Non-Departmental AWC (Association of Washington Cities) Membership Dues	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	-	-	2,252
CD Sustainability Officer 1.0 FTE Limited Term Position through 12/31/2024 Start Date 7/1/2022.	4. Fiscal Responsibility 3. Public Safety 5. Transparency	4.1 / 4.3 3.3 / 3.4 5.3	1.00	New	1-Time	-	-	-	59,205
CD Sustainability Office Assistant 0.50 FTE Limited Term Position through 12/31/2024 Start Date 7/1/2022.	4. Fiscal Responsibility 3. Public Safety 5. Transparency	4.1 / 4.3 3.3 / 3.4 5.3	0.50	New	1-Time	-	-	-	15,575

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						Revenue	Expenditure	Revenue	Expenditure
CD ICLEI - Local Government for Sustainability Annual Membership Dues	4. Fiscal Responsibility 3. Public Safety 5. Transparency	4.1 / 4.3 3.3 / 3.4 5.3	-	New	1-Time	-	-	-	1,800
CD Permit Technician 1.0 FTE Limited Term Position through 12/31/2024	1. Economic Development	1.1	1.00	New	1-Time	-	-	85,025	85,025
CD 3rd Party SEPA Review for Western State Hospital Master Plan Funded by Applicant	1. Economic Development 5. Transparency 6. Robust & Active Community	1.1 5.1 6.1	-	New	1-Time	5,000	5,000	-	-
CD 3rd Party SEPA Review for Tree Removal, Retention & Mitigation	1. Economic Development 5. Transparency 6. Robust & Active Community	1.1 5.1 6.1	-	New	1-Time	-	5,000	-	-
CD Professional Services - Tree Preservation Public Participation Plan	1. Economic Development 5. Transparency 6. Robust & Active Community	1.2 5.1 6.1 / 6.3	-	New	1-Time	-	60,000	-	-
CD Economic Development Strategy	1. Economic Development	1.1 / 1.2 / 1.3 / 1.4 / 1.5	-	New	1-Time	-	35,920	-	-
MC Office of Public Defense Grant	3. Public Safety 4. Fiscal Responsibility	3.3 4.2	-	Grant	1-Time	-	-	68,000	68,000
PK CHOICE Program	1. Economic Development 4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	1.4 / 1.5 4.3 5.3 6.3	-	Grant	1-Time	65,000	65,000	195,000	195,000
PK Farmers Market Funded by Grant Revenue	1. Economic Development 4. Fiscal Responsibility 6. Robust & Active Community	1.4 / 1.5 4.3 6.3	-	Grant	1-Time	20,000	20,000	-	-
PK No Child Left Inside Grant Funded by Grant Revenue	1. Economic Development 4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	1.4 / 1.5 4.3 5.3 6.3	-	Grant	1-Time	17,350	17,350	-	-
PK Pierce County Specialized Recreation	4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	4.3 5.3 6.1 / 6.3	-	New	Ongoing	-	-	-	15,000
PK Maintenance Worker 1.0 FTE - Restore Funding Start Date July 1, 2022	2. Dependable Infrastructure 4. Fiscal Responsibility	2.1 / 2.2 / 2.3 / 2.4 4.1 / 4.3	1.00	New	Ongoing	-	-	-	43,000
PK Volunteer Graffiti Program Supplies	1. Economic Development 6. Robust & Active Community	1.4 / 1.5 6.1 / 6.3	-	New	Ongoing	-	-	-	10,000
PK Street End Study	2. Dependable Infrastructure	2.1 / 2.2 / 2.3 / 2.4	-	New	1-Time	-	-	-	20,000

**2021/2022 Mid-Biennium Budget Adjustment  
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	CC Goals	Objectives	FTE	Adjustment Type	Ongoing/1-Time	Year 2021		Year 2022	
						Revenue	Expenditure	Revenue	Expenditure
PK Kids Need Play! Grant	1. Economic Development 4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	1.4 / 1.5 4.3 5.3 6.1 / 6.3	-	Grant	1-Time	40,420	40,420	-	-
PK SummerFest Drone Video	1. Economic Development 4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	1.4 / 1.5 4.1 / 4.3 5.1 / 5.3 6.1 / 6.3	-	New	1-Time	-	-	-	30,000
PD Law Enforcement & Criminal Justice Legislative Funding Funding Applied to Body Worn Cameras + ARPA Fund for Balance	3. Public Safety	3.1 / 3.4	-	New	1-Time	238,260	238,260	-	-
PD Clean Air Assessment	3. Public Safety	3.3	-	New	Ongoing	-	-	-	1,360
PD Emergency Management Performance (EMPG) ARPA Grant	3. Public Safety 4. Fiscal Responsibility	3.3 / 3.4 4.1 / 4.3	-	Grant	1-Time	17,331	17,331	-	-
PD Sex Offender Residency Verification	3. Public Safety	3.1	-	Grant	Ongoing	14,927	-	-	-
PD Lakewood Police Independent Guild (LPIG) Implement Collective Bargaining Agreement	3. Public Safety 4. Fiscal Responsibility	3.1 / 3.2 / 3.3 / 3.4 4.1	-	New	Ongoing	-	427,904	-	849,215
PD Lieutenant 1.0 FTE Personnel Cost Start Date 7/1/2022.	3. Public Safety 4. Fiscal Responsibility	3.1 / 3.2 / 3.3 / 3.4 4.1	-	New	Ongoing	-	-	-	95,000
PD REBOUND Program	3. Public Safety 4. Fiscal Responsibility	3.1 4.1 / 4.3	-	New	Ongoing	-	-	-	30,664
IS CW - Restore Fleet & Equipment Reserves	4. Fiscal Responsibility	4.1 / 4.2	-	New	Ongoing	-	823,149	-	-
IS PK-Internal Service Charge New Mower for Street Landscape Program	4. Fiscal Responsibility 2. Dependable Infrastructure	4.1 2.2	-	New	1-Time	-	12,000	-	-
IS PK-Internal Service Charge Security System Repairs Front Street O&M Shop	4. Fiscal Responsibility	4.1	-	New	1-Time	-	30,000	-	-
IS PK-Internal Service Charge Caretaker House Repairs	4. Fiscal Responsibility	4.1	-	New	1-Time	-	40,000	-	-
IS CM-Internal Service Charge Website Translations Services Annual M&O	4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	4.1 5.1 6.2	-	New	Ongoing	-	500	-	500
IS PD-Internal Service Charge Replace Radio Antenna	3. Public Safety	3.1	-	New	1-Time	-	22,000	-	-
IS PD-Internal Service Charge Public Address (PA) Microphones for Legislatively Mandated Training	3. Public Safety	3.1	-	New	1-Time	-	18,000	-	-

**2021/2022 Mid-Biennium Budget Adjustment**  
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	CC Goals	Objectives	Adjustment Ongoing/			Year 2021		Year 2022	
			FTE	Type	1-Time	Revenue	Expenditure	Revenue	Expenditure
IS PD - Internal Service Charge Vehicle for New Lieutenant Start Date 7/1/2022.	3. Public Safety	3.1	-	New	1-Time	-	65,000	-	-
IS CW-Internal Service Charge City Council Laptops	4. Fiscal Responsibility	4.3	-	New	1-Time	-	20,589	-	-
IS CW-Internal Service Charge Microsoft Exchange Server & Licenses	4. Fiscal Responsibility	4.3	-	New	1-Time	-	43,749	-	-
IS CW-Internal Service Charge Enterprise Vault	4. Fiscal Responsibility	4.3	-	New	1-Time	-	8,750	-	-
IS CW-Internal Service Charge CoLocation Subscription/Renewal	4. Fiscal Responsibility	4.3	-	New	Ongoing	-	26,284	-	25,233
IS CW-Internal Service Charge CoLocation	4. Fiscal Responsibility	4.3	-	New	1-Time	-	70,090	-	-
IS CW-Internal Service Charge IT Analyst 1.0 FTE Start Date July 1, 2022	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	-	-	49,502
IS CW-Internal Service Charge Annual Zoom License Renewal	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	10,514	-	10,514
IS CW-Internal Service Charge WCIA Assessment Increase	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	-	-	83,422
TR General/Street Fund Subsidy	4. Fiscal Responsibility	4.1 / 4.2 / 4.3	-	New	1-Time	-	29,995	-	-
TR General/Street Fund Subsidy	4. Fiscal Responsibility	4.1 / 4.2 / 4.3	-	New	Ongoing	-	65,309	-	16,720
TR Transfer to Rental Housing Safety Program for Software Enhancements	1. Economic Development 4. Fiscal Responsibility 3. Public Safety	1.3 4.1 3.3	-	New	1-Time	-	75,000	-	-
TR Transfer to Public Art Fund Public Art Program - Signal Box Wrap & Mural	1. Economic Development 4. Fiscal Responsibility 6. Robust & Active Community	1.4 / 1.5 4.1 6.3	-	New	1-Time	-	-	-	30,000
TR Transfer to Parks CIP 301.0005 Chambers Creek Trail Bridges	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	512,110	-	-
TR Transfer to Parks CIP 301.0025 FSP All Disabilities Playground	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	43,300	-	-

**2021/2022 Mid-Biennium Budget Adjustment**  
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	CC Goals	Objectives	Adjustment Ongoing/			Year 2021		Year 2022	
			FTE	Type	1-Time	Revenue	Expenditure	Revenue	Expenditure
TR Transfer to Parks CIP 301.0027 American Lake Park	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	620,000	-	-
TR Transfer to Parks CIP 301.0032 Springbrook Park Expansion	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	623,100	-	-
TR Transfer to Parks CIP 301.0039 American Lake North Parking Lot	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	-	-	70,000
TR Transfer to Parks CIP 301.0041 Parks Sign Replacement (Design)	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	20,000	-	-
TR Transfer to Parks CIP 301.0042 Downtown Park Schematic Design and Planning	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	-	100,000	-	-
<b>Total - Special Revenue Funds</b>			<b>-</b>			<b>\$ 2,018,803</b>	<b>\$ 1,818,803</b>	<b>\$ 47,020</b>	<b>\$ 47,020</b>
<b>Total - Fund 101 Street O&amp;M</b>						<b>95,304</b>	<b>95,304</b>	<b>16,720</b>	<b>16,720</b>
TR General/Street Fund Subsidy	4. Fiscal Responsibility	4.1 / 4.2 / 4.3	-	New	Ongoing	65,309	-	16,720	-
TR General/Street Fund Subsidy	4. Fiscal Responsibility	4.1 / 4.2 / 4.3	-	New	1-Time	29,995	-	-	-
IS CW - Restore Fleet & Equipment Reserves	4. Fiscal Responsibility	4.1 / 4.2	-	New	Ongoing	-	61,854	-	-
IS PK - Internal Service Charge Sound Transit Elevator Repair	2. Dependable Infrastructure 4. Fiscal Responsibility	2.4 4.1	-	New	1-Time	-	16,500	-	-
IS CW-Internal Service Charge City Council Laptops	4. Fiscal Responsibility	4.1	-	New	1-Time	-	1,933	-	-
IS CW-Internal Service Charge Microsoft Exchange Server & Licenses	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	-	4,151	-	-
IS CW-Internal Service Charge Enterprise Vault	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	-	830	-	-
IS CW-Internal Service Charge CoLocation	4. Fiscal Responsibility	4.1	-	New	1-Time	-	6,581	-	-

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	CC Goals	Objectives	Adjustment Ongoing/			Year 2021		Year 2022	
			FTE	Type	1-Time	Revenue	Expenditure	Revenue	Expenditure
IS CW-Internal Service Charge CoLocation Subscription/Renewal	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	2,468	-	2,369
IS CW-Internal Service Charge IT Analyst 1.0 FTE Start Date July 1, 2022	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	-	-	4,648
IS CW-Internal Service Charge Annual Zoom License Renewal	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	987	-	987
IS CW-Internal Service Charge WCIA Assessment Increase	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	-	-	8,716
<b>Total - Fund 104 Hotel/Motel Lodging Tax</b>						\$ 200,000	\$ -	\$ -	\$ -
AD Lodging Tax Revenues	1. Economic Development	1.4 / 1.5		Rev	1-Time	200,000	-	-	-
<b>Total - Fund 105 Property Abatement</b>			-			\$ 75,300	\$ 75,300	\$ 300	\$ 300
CD RHSP - Realtor License Renewal & Related Coursework Offset by Inspection Revenue	1. Economic Development 4. Fiscal Responsibility 3. Public Safety	1.3 4.1 3.3	-	New	Ongoing	300	300	300	300
IS RHSP-Internal Service Charge (Funded by General Fund) Rental Housing Safety Program Software Enhancements	1. Economic Development 4. Fiscal Responsibility 3. Public Safety	1.3 4.1 3.3	-	New	1-Time	75,000	75,000	-	-
<b>Total - Fund 106 Public Art</b>			-			\$ -	\$ -	\$ 30,000	\$ 30,000
PK Public Art Program - Signal Box Wrap & Mural Funded by General Fund	1. Economic Development 4. Fiscal Responsibility 6. Robust & Active Community	1.4 / 1.5 4.1 6.3	-	New	1-Time	-	-	30,000	30,000
<b>Total - Fund 180 Narcotics Seizure</b>			-			\$ 14,500	\$ 14,500	\$ -	\$ -
PD Transfer In From Fleet Reserves to Reimburse Seizure Fund For Non-Seizure Funded Operations	3. Public Safety	3.2	-	Continuation	1-Time	14,500	14,500	-	-
<b>Total - Fund 190 CDBG</b>						\$ 36,294	\$ 36,294	\$ -	\$ -
CD CARES Aid CV2 (Round 2) Additional Funds Total \$172,000	4. Fiscal Responsibility	4.3	-	New	1-Time	36,294	36,294	-	-
<b>Total - Fund 192 South Sound Military Communities Partnership (SSMCP)</b>			-			\$ 1,400,000	\$ 1,400,000	\$ -	\$ -
CD North Clear Zone Funded by Department of Commerce State Legislative Ask	3. Public Safety 4. Fiscal Responsibility	3.1 / 3.3 4.3	-	Grant	1-Time	1,400,000	1,400,000	-	-
<b>Total - Fund 195 Public Safety Grants</b>			-			\$ 197,405	\$ 197,405	\$ -	\$ -
PD Emergency Management Performance Grant (EMPG) Grant	3. Public Safety 4. Fiscal Responsibility	3.1 4.1	-	Grant	1-Time	50,805	50,805	-	-



**2021/2022 Mid-Biennium Budget Adjustment  
Summary of Proposed Requests - EXCLUDES ARPA FUND**

Identification of Specific City Council Goals & Objectives is a work in progress. Refer <https://cityoflakewood.us/city-council/city-council-goals/#GOALS> for details of goals and objectives.

	CC Goals	Objectives	FTE	Adjustment Type	Ongoing/ 1-Time	Year 2021		Year 2022	
						Revenue	Expenditure	Revenue	Expenditure
PD FBI Innocence Lost Grant	3. Public Safety 4. Fiscal Responsibility	3.1 4.1	-	Grant	1-Time	2,500	2,500	-	-
PD Washington Auto Theft Prevention Authority (WAPTA) Grant	3. Public Safety 4. Fiscal Responsibility	3.1 4.1	-	Grant	1-Time	144,100	144,100	-	-
<b>Grand Total - Debt Service Funds</b>			-			<b>\$ (14,332)</b>	<b>\$ (134,954)</b>	<b>\$ (2,133)</b>	<b>\$ 39,756</b>
<b>Total - Fund 202 LID Debt Service</b>						<b>\$ (14,332)</b>	<b>\$ (134,954)</b>	<b>\$ (2,133)</b>	<b>\$ 39,756</b>
LID 1101/1103	4. Fiscal Responsibility	4.2	-	Debt	1-Time	(14,332)	(26,391)	(2,133)	(90,149)
LID 1108	4. Fiscal Responsibility	4.2	-	Debt	1-Time	-	912		(2,050)
LID 1109	4. Fiscal Responsibility	4.2	-	Debt	1-Time	-	(109,475)	-	131,955
<b>Total - Capital Improvement Project Funds</b>			<b>1.00</b>			<b>\$ 10,174,883</b>	<b>\$ 8,056,123</b>	<b>\$ (550,980)</b>	<b>\$ (563,000)</b>
<b>Total - Fund 301 Parks CIP</b>			<b>1.00</b>			<b>\$ 6,892,190</b>	<b>\$ 6,892,190</b>	<b>\$ (2,448,000)</b>	<b>\$ (2,448,000)</b>
301.0005 Chambers Creek Trail - Bridge 1 & Bridge 2 Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	512,110	512,110	-	-
301.0018 Parks CIP Support Funded within Existing CIP Budget Limited Term Position through 12/31/2024	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	1.00	New	1-Time	-	-	-	-
301.0020 Wards Lake Funded by Grants	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant	1-Time	1,937,840	1,937,840	(1,435,000)	(1,435,000)
301.0025 FSP All Disabilities Playground - Playground & Install Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	23,300	23,300	-	-
301.0025 FSP All Disabilities Playground - ADA Parking Access Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	20,000	20,000	-	-
301.0027 American Lake Park Improvements Funded by Grants & General Fund	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	1,705,840	1,705,840	(1,083,000)	(1,083,000)

**2021/2022 Mid-Biennium Budget Adjustment  
Summary of Proposed Requests - EXCLUDES ARPA FUND**

Identification of Specific City Council Goals & Objectives is a work in progress. Refer <https://cityoflakewood.us/city-council/city-council-goals/#GOALS> for details of goals and objectives.

	CC Goals	Objectives	FTE	Adjustment Type	Ongoing/ 1-Time	Year 2021		Year 2022	
						Revenue	Expenditure	Revenue	Expenditure
301.0031 Fort Steilacoom Park Turf Infields Funded by YAF Grant \$350,000 and Funds Anticipated \$1,600,000	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant	1-Time	1,950,000	1,950,000		
301.0032 Springbrook Park Expansion Phase V Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	623,100	623,100	-	-
301.0039 American Lake North Parking Lot Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	-	-	70,000	70,000
301.0041 Parks Sign Replacement (Design) Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 6.1 / 6.3	-	New	1-Time	20,000	20,000	-	-
301.0042 Downtown Park Schematic Design and Planning Funded by General Fund	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	100,000	100,000	-	-
<b>Total - Fund 302 Transportation CIP</b>			-			<b>\$ 1,163,933</b>	<b>\$ 1,163,933</b>	<b>\$ 1,712,000</b>	<b>\$ 1,712,000</b>
302.0074 South Tacoma Way - 88th to 80th Street Funded by Grant	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant	1-Time	14,250	14,250	-	-
302.0114 112th Street SW - Clover Park High School Sidewalk Funded by Grant \$656,000/REET \$87,000	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant & New	1-Time	-	-	743,000	743,000
302.0135 WA Blvd & Edgewood Drive (North Fort to Gravelly Lake Drive) Funded by Lakewood Water District	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	New	1-Time	1,149,683	1,149,683	-	-

**2021/2022 Mid-Biennium Budget Adjustment**  
**Summary of Proposed Requests - EXCLUDES ARPA FUND**

Identification of Specific City Council Goals & Objectives is a work in progress. Refer <https://cityoflakewood.us/city-council/city-council-goals/#GOALS> for details of goals and objectives.

	CC Goals	Objectives	Adjustment Ongoing/			Year 2021		Year 2022	
			FTE	Type	1-Time	Revenue	Expenditure	Revenue	Expenditure
302.0164 Sidewalk Fill-in Farwest Dr fom 112th to Lakes HS Replace \$1,336,000 Grants Anticipated w/Safe Routes to School Grant Award	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant	1-Time	-	-	-	-
302.0165 Pine Street Sidewalk and Pedestrian Crossing Funded by Grant \$883,000/REET \$86,000	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	1.2 / 1.3 / 1.5 2.1 / 2.2 4.2 6.1 / 6.3	-	Grant & New	1-Time	-	-	969,000	969,000
<b>Total - Fund 303 Real Estate Excise Tax</b>			-			<b>\$ 1,700,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 173,000</b>
RV Real Estate Excise Tax To be considered as part of the transportation project funding analysis scheduled for presentation to City Council on 10/25/2021.	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	4.1 / 4.2 2.1 / 2.2 / 2.3 / 2.4	-	Rev	1-Time	1,700,000	-	-	-
TR Transfer to Trans CIP 302.0165 Pine St Sidewalk & Pedestrian Crossing	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	4.1 / 4.2 2.1 / 2.2 / 2.3	-	New	1-Time	-	-	-	86,000
TR Transfer to Trans CIP 302.0144 112th St SW - CP High School Sidewalk	1. Economic Development 2. Dependable Infrastructure 4. Fiscal Responsibility 6. Robust & Active Community	4.1 / 4.2 2.1 / 2.2 / 2.3	-	New	1-Time	-	-	-	87,000
<b>Total - Fund 311 Sewer Project CIP</b>			-			<b>\$ 418,760</b>	<b>\$ -</b>	<b>\$ 185,020</b>	<b>\$ -</b>
Sewer Availability Charge	4. Fiscal Responsibility 2. Dependable Infrastructure	4.2 2.1	-	New	1-Time	183,760	-	185,020	-
Sewer Availability from Collections	4. Fiscal Responsibility 2. Dependable Infrastructure	4.2 2.1	-	New	1-time	235,000	-	-	-
<b>Total - Enterprise Funds</b>			-			<b>\$ 50,000</b>	<b>\$ (8,442)</b>	<b>\$ 50,000</b>	<b>\$ (341,991)</b>
<b>Total - Fund 401 Surface Water Management</b>			-			<b>\$ 50,000</b>	<b>\$ (8,442)</b>	<b>\$ 50,000</b>	<b>\$ (341,991)</b>
RV Surface Water Management Fees	4. Fiscal Responsibility 2. Dependable Infrastructure	4.2 2.1	-	Rev	Ongoing	50,000	-	50,000	-
CIP 401.0016 112th St Drainage Improvements - Cancel Project	4. Fiscal Responsibility 2. Dependable Infrastructure	4.2 2.1	-	New	1-Time	-	(40,000)	-	(350,000)
IS CW - Restore Fleet & Equipment Reserves	4. Fiscal Responsibility	4.1 / 4.2	-	New	Ongoing	-	22,985	-	-
IS CW-Internal Service Charge IT Analyst 1.0 FTE Start Date 7/1/2022.	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	-	-	2,350

**2021/2022 Mid-Biennium Budget Adjustment  
Summary of Proposed Requests - EXCLUDES ARPA FUND**

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	CC Goals	Objectives	Adjustment Ongoing/			Year 2021		Year 2022	
			FTE	Type	1-Time	Revenue	Expenditure	Revenue	Expenditure
IS CW-Internal Service Charge Annual Zoom License Renewal	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	-	499	-	499
IS CW-Internal Service Charge City Council Laptops	4. Fiscal Responsibility	4.1	-	New	1-Time	-	977	-	-
IS CW-Internal Service Charge Microsoft Exchange	4. Fiscal Responsibility	4.1 / 4.3		New	1-Time	-	2,100	-	-
IS CW-Internal Service Charge Enterprise Vault	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	-	420	-	-
IS CW-Internal Service Charge CoLocation Subscription/Renewal	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	1,248	-	1,198
IS CW-Internal Service Charge WCIA Assessment Increase	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	-	-	3,962
IS CW-Internal Service Charge CoLocation	4. Fiscal Responsibility	4.1	-	New	1-Time	-	3,329	-	-
<b>Total - Internal Service Funds</b>			<b>1.00</b>			<b>\$ 1,392,487</b>	<b>\$ 538,000</b>	<b>\$ 193,900</b>	<b>\$ 193,900</b>
<b>Total - Fund 501 Fleet &amp; Equipment</b>			-			<b>\$ 1,002,987</b>	<b>\$ 148,500</b>	<b>\$ -</b>	<b>\$ -</b>
CW Restore Fleet & Equipment Reserves	4. Fiscal Responsibility	4.1 / 4.2	-	New	Ongoing	907,987	-	-	-
PD Public Address (PA) Microphones For Legislatively Mandated Training	3.2 Public Safety	3.1 / 3.2	-	New	1-Time	18,000	18,000	-	-
PD Replace Vehicle # 40800 Damaged in Collision Funded by Insurance Proceeds \$6,277 / Replacement Reserves \$32,723	3.2 Public Safety	3.1	-	Continuation	1-Time	-	39,000	-	-
PD Transfer Reserves to Narcotics Seizure Fund For Pay for Seizure Funded Vehicle Transfer to Non-Seizure Operation	3. Public Safety	3.2	-	Continuation	1-Time	-	14,500	-	-
PD New Vehicle for New Lieutenant 1.0 FTE Request Start Date 7/1/2022.	3. Public Safety	3.1 / 3.2 / 3.3 / 3.4	-	New	1-Time	65,000	65,000	-	-
PK New Mower for Street Landscape Program	4. Fiscal Responsibility 2. Dependable Infrastructure	4.1 2.2	-	New	1-Time	12,000	12,000	-	-
<b>Total - Fund 502 Property Management</b>			-			<b>\$ 86,500</b>	<b>\$ 86,500</b>	<b>\$ -</b>	<b>\$ -</b>
PK Security System Repairs Front Street O&M Shop	4. Fiscal Responsibility	4.1	-	New	1-Time	30,000	30,000	-	-
PK Sound Transit Elevator Repair	2. Dependable Infrastructure 4. Fiscal Responsibility	2.4 4.1	-	New	1-Time	16,500	16,500	-	-
PK Caretaker House Repairs	4. Fiscal Responsibility	4.1	-	New	1-Time	40,000	40,000	-	-

**2021/2022 Mid-Biennium Budget Adjustment  
Summary of Proposed Requests - EXCLUDES ARPA FUND**

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	CC Goals	Objectives	Adjustment Ongoing/ FTE Type 1-Time			Year 2021		Year 2022	
			FTE	Type		Revenue	Expenditure	Revenue	Expenditure
<b>Total - Fund 503 Information Technology</b>			<b>1.00</b>			<b>303,000</b>	<b>303,000</b>	<b>97,800</b>	<b>97,800</b>
CD RHSP Software Enhancements	1. Economic Development 4. Fiscal Responsibility 3. Public Safety	1.3 4.1 3.3	-	New	1-Time	75,000	75,000	-	-
CM Website Translations Services	4. Fiscal Responsibility 5. Transparency 6. Robust & Active Community	4.1 5.1 6.2	-	New	Ongoing	500	500	500	500
PD Replace Radio Antenna	4. Fiscal Responsibility	4.1	-	New	1-Time	22,000	22,000	-	-
CW City Council Laptops	4. Fiscal Responsibility	4.1	-	New	1-Time	23,500	23,500	-	-
CW IT Analyst 1.0 FTE Start Date 7/1/2022.	4. Fiscal Responsibility	4.1 / 4.3	1.00	New	Ongoing	-	-	56,500	56,500
CW Microsoft Exchange Server & Licenses	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	50,000	50,000	-	-
CW Enterprise Vault	4. Fiscal Responsibility	4.1 / 4.3	-	New	1-Time	10,000	10,000	-	-
CW CoLocation	4. Fiscal Responsibility	4.1	-	New	1-Time	80,000	80,000	-	-
CW CoLocation Subscriptions/Renewals	4. Fiscal Responsibility	4.1	-	New	Ongoing	30,000	30,000	28,800	28,800
CW Zoom License	4. Fiscal Responsibility	4.1 / 4.3	-	New	Ongoing	12,000	12,000	12,000	12,000
<b>Total - Fund 504 Risk Management</b>			-			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 96,100</b>	<b>\$ 96,100</b>
CW WCIA Assessment	4. Fiscal Responsibility	4.1	-	New	Ongoing	-	-	96,100	96,100

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**REVIEW:**

October 25, 2021

November 1, 2021

**TITLE:** An Ordinance amending the 2021-2022 Biennial Budget

**ATTACHMENTS:**

- Ordinance & Exhibits
- Memo

**TYPE OF ACTION:**

ORDINANCE NO. 761

RESOLUTION NO.

MOTION

OTHER

**SUBMITTED BY:** Tho Kraus, Deputy City Manager

**RECOMMENDATION:** It is recommended that the City Council adopt this Ordinance amending the City's 2021-2022 Biennial Budget.

**DISCUSSION:** The Revised Code of Washington (RCW) Chapter 35A.34 stipulates that a public hearing be held in connection with the modification process. Following the RCW guidelines, the City held a public hearing on the American Rescue Plan Act (ARPA) Budget Adjustment ordinance on November 1, 2021. The proposed budget adjustment incorporates the ARPA funded programs approved via Ordinance 759.

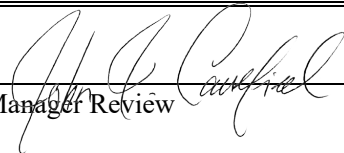
**ALTERNATIVE(S):** The City Council may approve the budget ordinance with modifications.

**FISCAL IMPACT:** The proposed budget adjustment adds ARPA Fund revenues and expenditures of \$4,192,719 in fiscal year 2021.

Tho Kraus

Department Director

City Manager Review



ORDINANCE NO. 761

AN ORDINANCE of the City Council of the City of Lakewood, Washington, adopting the 2021/2022 Biennial Budget.

WHEREAS, the tax estimates and budget for the City of Lakewood, Washington, for the 2021/2022 fiscal biennium have been prepared and filed on October 5, 2020 as provided by Titles 35A.34 and 84.55 of the Revised Code of Washington; and

WHEREAS, the budget was printed for distribution and notice published in the official paper of the City of Lakewood setting the time and place for hearing on the budget and said notice stating copies of the budget can be obtained on-line and at the Office of the City Clerk; and

WHEREAS, the City Council of the City of Lakewood having held a public hearing on November 2, 2020, and having considered the public testimony presented; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance No. 746 on November 16, 2020 implementing the 2021/2022 Biennial Budget; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 754 on May 17, 2021 implementing the 2020 Carry Forward Budget Adjustment; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance \_\_\_\_ on November 15, 2021 implementing the 2021/2022 Mid-Biennium Budget Adjustment; and

WHEREAS, the City Council of the City of Lakewood finds it necessary to revise the 2021/2022 Biennial Budget to incorporate the American Rescue Plan Act (ARPA) funded programs as adopted by the City Council on September 20, 2021 via Ordinance 759; and

WHEREAS, the City Council of the City of Lakewood having held a public hearing on the 2021/2022 ARPA Funds Budget Adjustment on November 1, 2021.

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

Section 1. Budget Amendment. The budget for the 2021/2022 biennium, as set forth in Ordinance \_\_\_\_, Section 1 and as shown in Exhibit A (Current Revised Budget by Fund – Year 2021) and Exhibit B (Current Revised Budget by Fund – Year 2022) is amended to adopt the revised budget for the 2021/2022 biennium in the amounts and for the purposes as shown on Exhibits C (Revised Budget by Fund – Year 2021) and Exhibit D (Revised Budget by Fund – Year 2022).

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



Section 3. Copies of the Budget to Be Filed. A complete copy of the final budget as adopted herein shall be transmitted to the Office of the State Auditor, the Association of Washington Cities and to the Municipal Research and Services Center of Washington. Copies of the final budget as adopted herein shall be filed with the City Clerk and shall be made available for use by the public.

Section 4. Effective Date. This Ordinance shall be in full force and effect for the fiscal years 2021 and 2022 five (5) days after publication as required by law.

ADOPTED by the City Council this 15<sup>th</sup> day of November, 2021.

CITY OF LAKEWOOD

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

Attest:

\_\_\_\_\_  
Briana Schumacher, City Clerk

Approved as to Form:

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

**EXHIBIT A**  
**CURRENT REVISED BUDGET BY FUND - YEAR 2021**  
Per Ordinance \_\_\_\_ Adopted November 15, 2021

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>19,791,935</b>	<b>157,680</b>	<b>19,949,615</b>	<b>58,657,749</b>	<b>4,910,761</b>	<b>63,568,510</b>	<b>63,378,855</b>	<b>5,946,973</b>	<b>69,325,828</b>	<b>14,192,297</b>
001 General	\$ 13,573,122	\$ 157,680	\$ 13,730,802	\$ 38,684,153	\$ 2,906,288	\$ 41,590,442	\$ 41,225,890	\$ 4,263,124	\$ 45,489,014	\$ 9,832,230
101 Street	-	-	-	2,420,169	95,304	2,515,473	2,420,169	95,304	2,515,473	-
103 Transportation Benefit District	687,753	-	687,753	835,000	-	835,000	-	-	-	1,522,753
104 Hotel/Motel Lodging Tax Fund	1,659,033	-	1,659,033	800,000	200,000	1,000,000	813,191	-	813,191	1,845,842
105 Property Abatement/RHSP/1406	658,414	-	658,414	494,287	75,300	569,587	1,152,701	75,300	1,228,001	-
106 Public Art	135,500	-	135,500	30,000	-	30,000	165,500	-	165,500	-
180 Narcotics Seizure	226,196	-	226,196	-	14,500	14,500	226,196	14,500	240,696	-
181 Felony Seizure	47,837	-	47,837	-	-	-	47,837	-	47,837	-
182 Federal Seizure	160,906	-	160,906	-	-	-	160,906	-	160,906	-
190 CDBG	1,381,724	-	1,381,724	4,328,614	36,294	4,364,908	5,710,338	36,294	5,746,632	-
191 Neighborhood Stabilization Prog	255,114	-	255,114	42,000	-	42,000	297,114	-	297,114	-
192 SSMCP	18,017	-	18,017	7,745,228	1,400,000	9,145,228	7,763,073	1,400,000	9,163,073	172
195 Public Safety Grants	-	-	-	518,076	197,405	715,481	518,076	197,405	715,481	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	-	-	1,690,821	-	1,690,821	1,690,821	-	1,690,821	-
202 LID Debt Service	248,038	-	248,038	268,920	(14,330)	254,590	516,958	(134,954)	382,004	120,624
204 Sewer Project Debt	607,313	-	607,313	800,481	-	800,481	670,086	-	670,086	737,708
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>11,278,846</b>	<b>-</b>	<b>11,278,846</b>	<b>27,853,702</b>	<b>10,174,883</b>	<b>38,028,585</b>	<b>36,563,777</b>	<b>8,056,123</b>	<b>44,619,900</b>	<b>4,687,531</b>
301 Parks CIP	2,605,500	-	2,605,500	3,768,517	6,892,190	10,660,707	6,349,899	6,892,190	13,242,089	24,118
302 Transportation CIP	4,869,918	-	4,869,918	21,855,185	1,163,933	23,019,118	26,253,222	1,163,933	27,417,155	471,881
303 Real Estate Excise Tax	2,271,510	-	2,271,510	1,800,000	1,700,000	3,500,000	2,217,195	-	2,217,195	3,554,315
311 Sewer Project CIP	1,531,918	-	1,531,918	430,000	418,760	848,760	1,743,461	-	1,743,461	637,217
<b>Enterprise Fund:</b>	<b>5,821,018</b>	<b>-</b>	<b>5,821,018</b>	<b>5,453,820</b>	<b>50,000</b>	<b>5,503,820</b>	<b>8,506,432</b>	<b>(8,443)</b>	<b>8,497,989</b>	<b>2,826,849</b>
401 Surface Water Management	5,821,018	-	5,821,018	5,453,820	50,000	5,503,820	8,506,432	(8,443)	8,497,989	2,826,849
<b>Internal Service Funds:</b>	<b>5,051,130</b>	<b>-</b>	<b>5,051,130</b>	<b>5,539,357</b>	<b>1,392,487</b>	<b>6,931,844</b>	<b>6,517,009</b>	<b>538,000</b>	<b>7,055,009</b>	<b>4,927,965</b>
501 Fleet & Equipment	4,261,307	-	4,261,307	780,620	1,002,987	1,783,607	1,443,272	148,500	1,591,772	4,453,142
502 Property Management	584,300	-	584,300	735,603	86,500	822,103	1,050,603	86,500	1,137,103	269,300
503 Information Technology	205,523	-	205,523	2,416,784	303,000	2,719,784	2,416,784	303,000	2,719,784	205,523
504 Risk Management	-	-	-	1,606,350	-	1,606,350	1,606,350	-	1,606,350	-
<b>Total All Funds</b>	<b>41,942,929</b>	<b>\$ 157,680</b>	<b>\$42,100,609</b>	<b>\$ 97,504,628</b>	<b>\$ 16,528,131</b>	<b>\$114,032,760</b>	<b>\$ 114,966,073</b>	<b>\$ 14,532,653</b>	<b>\$129,498,726</b>	<b>\$ 26,634,642</b>

**EXHIBIT B**  
**CURRENT REVISED BUDGET BY FUND - YEAR 2022**  
Per Ordinance \_\_\_\_ Adopted November 15, 2021

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>\$ 15,070,828</b>	<b>\$ (878,532)</b>	<b>\$14,192,297</b>	<b>\$ 48,653,878</b>	<b>\$ 908,952</b>	<b>\$49,562,830</b>	<b>\$ 48,183,688</b>	<b>\$ 1,926,938</b>	<b>\$50,110,626</b>	<b>\$ 13,644,501</b>
001 General	11,031,385	(1,199,156)	9,832,230	40,226,201	864,065	41,090,266	40,457,651	1,840,162	42,297,813	8,624,683
101 Street	-	-	-	2,399,379	16,720	2,416,099	2,399,379	16,720	2,416,099	(0)
103 Transportation Benefit District	1,522,753	-	1,522,753	835,000	-	835,000	640,000	-	640,000	1,717,753
104 Hotel/Motel Lodging Tax Fund	1,645,842	200,000	1,845,842	1,000,000	-	1,000,000	800,000	-	800,000	2,045,842
105 Property Abatement/RHSP/1406	-	-	-	409,500	300	409,800	409,500	300	409,800	-
106 Public Art	-	-	-	15,000	30,000	45,000	15,000	30,000	45,000	-
180 Narcotics Seizure	-	-	-	-	-	-	-	-	-	-
181 Felony Seizure	-	-	-	-	-	-	-	-	-	-
182 Federal Seizure	-	-	-	-	-	-	-	-	-	-
190 CDBG	-	-	-	595,000	-	595,000	595,000	-	595,000	-
191 Neighborhood Stabilization Prog	-	-	-	42,000	-	42,000	42,000	-	42,000	-
192 SSMCP	172	-	172	227,500	-	227,500	227,500	-	227,500	172
195 Public Safety Grants	-	-	-	132,328	-	132,328	132,328	-	132,328	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	-	-	1,689,938	-	1,689,938	1,689,938	-	1,689,938	-
202 LID Debt Service	-	120,624	120,624	247,774	(2,133)	245,641	247,774	39,756	287,530	78,735
204 Sewer Project Debt	737,708	-	737,708	834,258	-	834,258	527,618	-	527,618	1,044,348
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>\$ 2,568,771</b>	<b>\$ 2,118,760</b>	<b>\$ 4,687,531</b>	<b>\$ 15,516,198</b>	<b>\$ (550,980)</b>	<b>\$ 14,965,218</b>	<b>\$ 15,763,098</b>	<b>\$ (563,000)</b>	<b>\$ 15,200,098</b>	<b>\$ 4,452,651</b>
301 Parks CIP	24,118	-	24,118	3,430,000	(2,448,000)	982,000	3,430,000	(2,448,000)	982,000	24,118
302 Transportation CIP	471,881	-	471,881	10,036,198	1,712,000	11,748,198	9,711,998	1,712,000	11,423,998	796,081
303 Real Estate Excise Tax	1,854,315	1,700,000	3,554,315	1,800,000	-	1,800,000	2,491,100	173,000	2,664,100	2,690,215
311 Sewer Project CIP	218,457	418,760	637,217	250,000	185,020	435,020	130,000	-	130,000	942,237
<b>Enterprise Fund:</b>	<b>\$ 2,768,406</b>	<b>\$ 58,443</b>	<b>\$ 2,826,849</b>	<b>\$ 7,565,476</b>	<b>\$ 50,000</b>	<b>\$ 7,615,476</b>	<b>\$ 7,601,032</b>	<b>\$ (341,991)</b>	<b>\$ 7,259,041</b>	<b>\$ 3,183,284</b>
401 Surface Water Management	2,768,406	58,443	2,826,849	7,565,476	50,000	7,615,476	7,601,032	(341,991)	7,259,041	3,183,284
<b>Internal Service Funds:</b>	<b>\$ 4,073,478</b>	<b>\$ 854,487</b>	<b>\$ 4,927,965</b>	<b>\$ 5,338,526</b>	<b>\$ 193,900</b>	<b>\$ 5,532,426</b>	<b>\$ 5,428,770</b>	<b>\$ 193,900</b>	<b>\$ 5,622,670</b>	<b>\$ 4,837,721</b>
501 Fleet & Equipment	3,598,655	854,487	4,453,142	755,720	-	755,720	1,007,720	-	1,007,720	4,201,142
502 Property Management	269,300	-	269,300	798,917	-	798,917	703,917	-	703,917	364,300
503 Information Technology	205,523	-	205,523	2,177,539	97,800	2,275,339	2,110,783	97,800	2,208,583	272,279
504 Risk Management	-	-	-	1,606,350	96,100	1,702,450	1,606,350	96,100	1,702,450	-
<b>Total All Funds</b>	<b>24,481,483</b>	<b>\$ 2,153,158</b>	<b>\$26,634,642</b>	<b>\$ 77,074,078</b>	<b>\$ 601,872</b>	<b>\$77,675,950</b>	<b>\$ 76,976,588</b>	<b>\$ 1,215,847</b>	<b>\$78,192,435</b>	<b>\$ 26,118,157</b>

**EXHIBIT C**  
**PROPOSED REVISED BUDGET BY FUND - YEAR 2021**

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>19,949,615</b>	<b>-</b>	<b>19,949,615</b>	<b>63,568,511</b>	<b>4,192,719</b>	<b>67,761,230</b>	<b>69,325,829</b>	<b>4,192,719</b>	<b>73,518,548</b>	<b>14,192,297</b>
001 General	\$ 13,730,802	\$ -	\$ 13,730,802	\$ 41,590,442	\$ -	\$ 41,590,442	\$ 45,489,014	\$ -	\$ 45,489,014	\$ 9,832,230
101 Street	-	-	-	2,515,473	-	2,515,473	2,515,473	-	2,515,473	-
103 Transportation Benefit District	687,753	-	687,753	835,000	-	835,000	-	-	-	1,522,753
104 Hotel/Motel Lodging Tax Fund	1,659,033	-	1,659,033	1,000,000	-	1,000,000	813,191	-	813,191	1,845,842
105 Property Abatement/RHSP/1406	658,414	-	658,414	569,587	-	569,587	1,228,001	-	1,228,001	-
106 Public Art	135,500	-	135,500	30,000	-	30,000	165,500	-	165,500	-
180 Narcotics Seizure	226,196	-	226,196	14,500	-	14,500	240,696	-	240,696	-
181 Felony Seizure	47,837	-	47,837	-	-	-	47,837	-	47,837	-
182 Federal Seizure	160,906	-	160,906	-	-	-	160,906	-	160,906	-
190 CDBG	1,381,724	-	1,381,724	4,364,908	-	4,364,908	5,746,632	-	5,746,632	-
191 Neighborhood Stabilization Prog	255,114	-	255,114	42,000	-	42,000	297,114	-	297,114	-
192 SSMCP	18,017	-	18,017	9,145,228	-	9,145,228	9,163,073	-	9,163,073	172
195 Public Safety Grants	-	-	-	715,481	-	715,481	715,481	-	715,481	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	4,192,719	4,192,719	-	4,192,719	4,192,719	0
201 GO Bond Debt Service	-	-	-	1,690,821	-	1,690,821	1,690,821	-	1,690,821	-
202 LID Debt Service	248,038	-	248,038	254,590	-	254,590	382,004	-	382,004	120,624
204 Sewer Project Debt	607,313	-	607,313	800,481	-	800,481	670,086	-	670,086	737,708
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>11,278,846</b>	<b>-</b>	<b>11,278,846</b>	<b>38,028,585</b>	<b>-</b>	<b>38,028,585</b>	<b>44,619,900</b>	<b>-</b>	<b>44,619,900</b>	<b>4,687,531</b>
301 Parks CIP	2,605,500	-	2,605,500	10,660,707	-	10,660,707	13,242,089	-	13,242,089	24,118
302 Transportation CIP	4,869,918	-	4,869,918	23,019,118	-	23,019,118	27,417,155	-	27,417,155	471,881
303 Real Estate Excise Tax	2,271,510	-	2,271,510	3,500,000	-	3,500,000	2,217,195	-	2,217,195	3,554,315
311 Sewer Project CIP	1,531,918	-	1,531,918	848,760	-	848,760	1,743,461	-	1,743,461	637,217
<b>Enterprise Fund:</b>	<b>5,821,018</b>	<b>-</b>	<b>5,821,018</b>	<b>5,503,820</b>	<b>-</b>	<b>5,503,820</b>	<b>8,497,989</b>	<b>-</b>	<b>8,497,989</b>	<b>2,826,849</b>
401 Surface Water Management	5,821,018	-	5,821,018	5,503,820	-	5,503,820	8,497,989	-	8,497,989	2,826,849
<b>Internal Service Funds:</b>	<b>5,051,130</b>	<b>-</b>	<b>5,051,130</b>	<b>6,931,844</b>	<b>-</b>	<b>6,931,844</b>	<b>7,055,009</b>	<b>-</b>	<b>7,055,009</b>	<b>4,927,965</b>
501 Fleet & Equipment	4,261,307	-	4,261,307	1,783,607	-	1,783,607	1,591,772	-	1,591,772	4,453,142
502 Property Management	584,300	-	584,300	822,103	-	822,103	1,137,103	-	1,137,103	269,300
503 Information Technology	205,523	-	205,523	2,719,784	-	2,719,784	2,719,784	-	2,719,784	205,523
504 Risk Management	-	-	-	1,606,350	-	1,606,350	1,606,350	-	1,606,350	-
<b>Total All Funds</b>	<b>42,100,609</b>	<b>\$ -</b>	<b>\$42,100,609</b>	<b>\$ 114,032,760</b>	<b>\$ 4,192,719</b>	<b>\$118,225,479</b>	<b>\$ 129,498,727</b>	<b>\$ 4,192,719</b>	<b>\$133,691,446</b>	<b>\$ 26,634,642</b>

**EXHIBIT D**  
**PROPOSED REVISED BUDGET BY FUND - YEAR 2022**

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
<b>General Government Funds:</b>	<b>\$ 14,192,297</b>	<b>\$ -</b>	<b>\$14,192,297</b>	<b>\$ 49,562,830</b>	<b>\$ -</b>	<b>\$49,562,830</b>	<b>\$ 50,110,626</b>	<b>\$ -</b>	<b>\$50,110,626</b>	<b>\$ 13,644,501</b>
001 General	9,832,230	-	9,832,230	41,090,266	-	41,090,266	42,297,813	-	42,297,813	8,624,683
101 Street	-	-	-	2,416,099	-	2,416,099	2,416,099	-	2,416,099	-
103 Transportation Benefit District	1,522,753	-	1,522,753	835,000	-	835,000	640,000	-	640,000	1,717,753
104 Hotel/Motel Lodging Tax Fund	1,845,842	-	1,845,842	1,000,000	-	1,000,000	800,000	-	800,000	2,045,842
105 Property Abatement/RHSP/1406	-	-	-	409,800	-	409,800	409,800	-	409,800	-
106 Public Art	-	-	-	45,000	-	45,000	45,000	-	45,000	-
180 Narcotics Seizure	-	-	-	-	-	-	-	-	-	-
181 Felony Seizure	-	-	-	-	-	-	-	-	-	-
182 Federal Seizure	-	-	-	-	-	-	-	-	-	-
190 CDBG	-	-	-	595,000	-	595,000	595,000	-	595,000	-
191 Neighborhood Stabilization Prog	-	-	-	42,000	-	42,000	42,000	-	42,000	-
192 SSMCP	172	-	172	227,500	-	227,500	227,500	-	227,500	172
195 Public Safety Grants	-	-	-	132,328	-	132,328	132,328	-	132,328	-
196 ARPA (American Rescue Plan Act)	-	-	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	-	-	1,689,938	-	1,689,938	1,689,938	-	1,689,938	-
202 LID Debt Service	120,624	-	120,624	245,641	-	245,641	287,530	-	287,530	78,735
204 Sewer Project Debt	737,708	-	737,708	834,258	-	834,258	527,618	-	527,618	1,044,348
251 LID Guaranty	132,968	-	132,968	-	-	-	-	-	-	132,968
<b>Capital Project Funds:</b>	<b>\$ 4,687,531</b>	<b>\$ -</b>	<b>\$ 4,687,531</b>	<b>\$ 14,965,218</b>	<b>\$ -</b>	<b>\$ 14,965,218</b>	<b>\$ 15,200,098</b>	<b>\$ -</b>	<b>\$ 15,200,098</b>	<b>\$ 4,452,651</b>
301 Parks CIP	24,118	-	24,118	982,000	-	982,000	982,000	-	982,000	24,118
302 Transportation CIP	471,881	-	471,881	11,748,198	-	11,748,198	11,423,998	-	11,423,998	796,081
303 Real Estate Excise Tax	3,554,315	-	3,554,315	1,800,000	-	1,800,000	2,664,100	-	2,664,100	2,690,215
311 Sewer Project CIP	637,217	-	637,217	435,020	-	435,020	130,000	-	130,000	942,237
<b>Enterprise Fund:</b>	<b>\$ 2,826,849</b>	<b>\$ -</b>	<b>\$ 2,826,849</b>	<b>\$ 7,615,476</b>	<b>\$ -</b>	<b>\$ 7,615,476</b>	<b>\$ 7,259,041</b>	<b>\$ -</b>	<b>\$ 7,259,041</b>	<b>\$ 3,183,284</b>
401 Surface Water Management	2,826,849	-	2,826,849	7,615,476	-	7,615,476	7,259,041	-	7,259,041	3,183,284
<b>Internal Service Funds:</b>	<b>\$ 4,927,965</b>	<b>\$ -</b>	<b>\$ 4,927,965</b>	<b>\$ 5,532,426</b>	<b>\$ -</b>	<b>\$ 5,532,426</b>	<b>\$ 5,622,670</b>	<b>\$ -</b>	<b>\$ 5,622,670</b>	<b>\$ 4,837,721</b>
501 Fleet & Equipment	4,453,142	-	4,453,142	755,720	-	755,720	1,007,720	-	1,007,720	4,201,142
502 Property Management	269,300	-	269,300	798,917	-	798,917	703,917	-	703,917	364,300
503 Information Technology	205,523	-	205,523	2,275,339	-	2,275,339	2,208,583	-	2,208,583	272,279
504 Risk Management	-	-	-	1,702,450	-	1,702,450	1,702,450	-	1,702,450	-
<b>Total All Funds</b>	<b>26,634,642</b>	<b>\$ -</b>	<b>\$26,634,642</b>	<b>\$ 77,675,950</b>	<b>\$ -</b>	<b>\$77,675,950</b>	<b>\$ 78,192,435</b>	<b>\$ -</b>	<b>\$78,192,435</b>	<b>\$ 26,118,157</b>



To: Mayor and City Councilmembers  
From: Tho Kraus, Deputy City Manager  
Through: John J. Caulfield, City Manager *John J. Caulfield*  
Date: November 15, 2021  
Subject: Public Hearing - American Rescue Plan Act (ARPA) Program Budget Ordinance

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## BACKGROUND

The proposed mid-biennium budget adjustment presented to the City Council at the October 11, 2021 City Council Study Session incorporated the American Rescue Plan Act (ARPA) Fund. These adjustments included programs the City Council adopted on September 20, 2021 via Ordinance 759 as well as proposed new programs that were presented to the City Council on September 13, 2021 that the City Council had not approved. During the review process, City Council noted there were two programs that were listed in Ordinance 759 that the City Council had not actually approved (YMCA and Boys & Girls Club). The City Attorney confirmed the approved program list in the ordinance had not been updated to reflect City Council action and that it would be corrected. The City Council then requested that the proposed budget adjustments be treated as two separate budget adjustments.

This proposed budget adjustment includes only ARPA Funded Programs the City Council intended to adopt via Ordinance 759.

## PROPOSED BUDGET ADJUSTMENT DETAILS

The City received the first half of ARPA funds totaling \$6,883,118 in August 2021 and will received the second half in 2022 for a total of \$13,766,236. For tracking purposes, the entire program funds as approved by the City Council is accounted for in 2021 even through the program may span over multiple years. The rationale for this is to account for the programs on a project length basis. Unspent funds will be carried over to the following (2022) and unspent funds after that will roll over into the next year through 2026, when all ARPA funds must be spent or returned to Treasury. Per Treasury, the funds may accumulate interest which the City may keep and use at its discretion. The plan is to bring forward the accumulated interest earned for City Council consideration and action (for example, to use on other ARPA related programs or transfer to General Fund).

The total proposed budget as approved by the City Council via Ordinance 759 totals \$4,192,719. The balance available for future allocation is \$9,573,517.

### **196.3001 Comfort Inn – Total \$1,050,000**

(Program Cost \$1,000,000 + 5% Direct Admin Cost \$50,000)

This provides for the City's conditional funding of \$1 million in capital needs, to be used in combination with funds from the City of Tacoma and Pierce County, by Low Income housing Institute (LIHI) to purchase the building and pay associated costs of closing. \$700,000 will be conditionally committed as an acquisition bridge loan, and \$300,000 will be committed as a deferred loan as permanent financing. The City understands that LIHI is seeking to leverage State Department of Commerce Funding through their Rapid Capital Housing Acquisition program in the amount of \$7,000,000. A portion of these funds will be used to repay the City's bridge loan. The City's funding amount is subject to changed based on final project capital and operating costs. If there are decreases in development costs or increases in other projected capital revenue sources, the City and other public funders explicitly reserve the right to decrease the final subsidy award to the minimum level needed. The conditional funding is subject to: the reservation of 12 emergency shelter beds for Lakewood individuals; approval of the final project development and operations budget; consistency with the City of Lakewood 5-Year 2020-2024 Consolidated Plan and FY2021 Consolidated Annual Action Plan (approved); Income and Affordability levels of the Multi-Family Lending term sheet; and additional City of Lakewood requirements will be identified as further details become available regarding the project's construction costs, operational costs, and timelines for conversion from an enhanced shelter to permanent supportive housing. The conditional commitment does not cover all federal, state, and local requirements, nor all the terms that will be included in loan documents including legal rights and obligations.

### **196.3002 Lakewood Community Services Advisory Board (CSAB) 1% Funds – Total \$144,545**

(Program Cost \$137,662 + 5% Direct Admin Fee \$6,883)

Allocate 1% per year in 2022 and 2023 to support human service needs. CASB members concur with the Lakewood's Promise Advisory Board that the two human services strategic initiatives (workforce development and youth mental health) are critical investments to address changes that have been exacerbated by COVID-19 pandemic. CASB recommends allocating half of the 1% allocation to the Lakewood Thrives workforce development initiative that is now being managed by Career TEAM, and half towards youth mental health. The CSAB board will need additional time working with partners to form a recommendation for a youth mental health investment. The City will work with the Clover Park School District, Communities in Schools, Lakewood's Promise, and the Lakewood Youth Council. The youth mental health recommendation is scheduled to be reviewed at the CSAB joint study session with the City Council on November 8, 2021.

### **196.3003 Warriors of Change – Total \$71,873**

(Program Cost \$68,450 + 5% Direct Admin Cost \$3,423)

The Clover Park School District (CPSD) is providing funding for school – staff and teachers, facilitator costs, and the contract with Quantum Learning. CPSD requesting funding from the City of Lakewood for Communities in Schools of Lakewood portion of the Warriors Change Program and cash incentives for student participants.

ARPA program funds total \$68,450 and will provide:

- \$40,000 Student end-of-program incentives (80 students @ \$500/each)
- \$8,000 Cohort-Mentor stipends (8 college age students @ \$1,000/each)
- \$4,800 Administration costs for managing students and mentors (10%)
- \$9,150 summer Program Coordinator costs (2 months -> 2 weeks planning + 6 week program)
- \$6,500 Summer Site Coordinator costs (2 months)
- \$68,450 Total Program Costs**

Note: The Warriors of Change 2021 is the pilot program of a 6-week leadership development project-based learning experience for Clover Park High School rising seniors, with the hope that the program can grow to expand and serve more students for futures year.

**196.2001 Pierce County BIPOC Business Accelerator Contribution – Total \$525,000**

(Program Cost \$500,000 + 5% Direct Admin Cost \$25,000)

Partnership opportunity -- Entrepreneurial & Technical Assistance with focus Opportunities. The County Council has set aside \$5M of their ARPA funds toward this initiative with the caveat that they receive matching funds from cities, non-profits and the business community. During the CARES process the County with thousands of businesses and saw some gaps and opportunities to grow entrepreneurship and help Black, Indigenous and People of color (BIPOC) communities and small and micro businesses grow their companies. Programs will have a county-wide focus to include: growing entrepreneurship; BIPOC; structured cohort opportunities; and tailored individual opportunities. Resources will go to training, technical resources needed by businesses, innovation grants to help with seed money funding, financial reporting programs and mentors/navigators to help the businesses learn to use the tools. Success measures include the number of businesses launched and growing wealth in our communities.

**196.6001 LPD Body Cameras Purchase of Cameras & Video Storage – Total \$102,944**

(Program Cost \$98,044 + 5% Direct Admin Cost \$4,900)

Purchase of 80 body cameras (includes cameras, docking stations, software with training and 5-year service plan). Total estimated 1-time cost for cameras and video storage of \$336,304 is funded in part with State police reform funding of \$238,260.

**196.6002 LPD Body Cameras Operations – \$298,247**

(Program Cost \$284,045+ 5% Direct Admin Cost \$14,202)

Funds to support Year 2021 and 2022 operations. Includes Records Specialist 1.0 FTE beginning August 2021 and Associate Attorney 1.0 FTE beginning in January 2022.

**196.7001 ARPA Administration –Finance 1.0 FTE and ARPA Coordinator 1.0 FTE – Total \$688,312**

(Program Cost \$688,312 + 5% Direct Admin Cost \$0)

Limited Term Positions ending 12/31/2026 or sooner – TBD

Positions in support of ARPA Program. Add grant accountant position to ensure compliance with financial accounting, auditing and interim/annual reporting. Grant requirements, including accounting and reporting, have become increasing complex, as well as accessing/utilizing the various specific granting agency systems and portals. Add ARPA coordinator position to assist ARPA Program Manager in various ARPA program requirements, serve as Lakewood ARPA Resident Navigator and point of contact for Lakewood businesses seeking ARPA assistance available from County, State and Federal levels. The City's Resident Navigator program referral assistance to city residents seeking ARPA rent/mortgage and utility funds, child care services, workforce training, medical and behavioral health services, and/or emergency shelter,

**196.3005 Habitat for Humanity Boat Street Project – Total \$254,100**

(Program Cost \$242,000 + 5% Direct Admin Cost \$12,100)

Provide for off-site construction costs including sanitary sewer extension, water main extension and hydrants, storm drainage, joint utility trench, and public street work (paving sidewalk, traffic control, etc.)



#### **196.3006 Rebuilding Together South Sound - Total \$341,250**

(Program Cost \$325,000 + 5% Direct Admin Cost \$16,250)

Provide funds to operate a Rebuilding a Healthy Neighborhood (RaHN) Program for 1 to 2 years in each of the 4 neighborhoods that the City of Lakewood has identified as specific neighborhoods in need of attention with regards to safe and healthy housing (Tillicum/Woodbrook, Springbrook, Lakeview, and Monte Vista areas). Some Rebuilding Together Affiliates have had a much better success rate when they focus on one neighborhood for two consecutive years. Other affiliates have had good results with a single year focus in neighborhoods. The cost per neighborhood is \$65,000. The \$325,000 would provide for \$65,000/year for 5 years. A 5-year span would allow for a RaHN event in either each of the 4 neighborhoods plus an additional neighborhood or select 2 neighborhoods for 2-year programs and 1 neighborhood for a single year program.

#### **196.6003 Emergency Services Alert & Warning System - Total \$13,998**

(Program Cost \$13,331 + 5% Direct Admin Cost \$667)

Funds for annual subscription. Lakewood is a part of a coalition that provides emergency management services to Lakewood, University place, West Pierce Fire and Rescue and Steilacoom (joining coalition in January 2022). The coalition is evaluating its own alert and warning system. The system would allow the coalition to send emergency messages via reverse 911 to landlines and/or to any cell phone within the alert boundary. It would also allow for residents to subscribe for routine messages from the City.

#### **196.6004 West Pierce Fire & Rescue - Total \$241,500**

(Program Cost \$230,000 + 5% Direct Admin Cost \$11,500)

Funds to improve 2 items of the emergency management program. They are: 1) update WPFR's Department Operations Center (DOC) and backup DOCS to better communicate with the City and stakeholders during times of emergency or disaster, including technology to hold virtual meetings. Cost of technology upgrades at 4 fire stations total \$200,000. Also, \$10,000 for HAM radios for similar level of capabilities as the City to be able to communicate seamlessly if phone and internet fail during an emergency; and 2) Translation of basic emergency messages into additional languages to better serve the community. WPFR would serve as lead on this project for the Emergency Management Coalition. Cost to translate emergency messages into the top 4 languages utilized in the fire district is approximately \$20,000.

#### **196.6005 City Website and Multilingual Services – Total \$36,750**

(Program Cost \$35,000 + 5% Direct Admin Cost \$1,750)

Implementation of transition software and comprehensive overhaul of the City's website for usability improvements.

#### **196.6006 Youth Employment Program – Total \$88,200**

(Program Cost \$84,000 + 5% Direct Admin Cost \$4,200)

To provide a more traditional Youth Corp work crew program for the 2022 summer season. The 12 week program would include hands on work throughout the City as well as leadership and employment readiness training. The program including estimated costs involves: 2 recreation leaders \$25,000; 8 youth workers \$57,000; and fuel and program supplies \$1,000.

#### **196.6007 City Reader Boards - Total \$336,000**

(Program Cost \$320,000 + 5% Direct Admin Cost \$16,000)

Funds to purchase 2 reader boards at \$160,000 each. Considerations for locations of the reader boards include: average daily traffic count; whether location is at a stop light; competition for attention (are there too many other signs in the area?); access to right-of-way for installation; and zoning.

**American Rescue Plan Act (ARPA) Program  
Summary of Proposed Requests**

1-Time Programs	ARPA Category	FTE	Year 2021		Year 2022	
			Revenue	Expenditure	Revenue	Expenditure
ARPA Expenditures - Total \$2,933,285						
Comfort Inn Purchase & Emergency Shelter Operation for 2 Year + 5% Direct Admin Cost	2. Negative Economic Impacts	-	1,050,000	1,050,000	-	-
Lakewood Community Services Advisory Board 1% of Funds in 2022 and 2023 + 5% Direct Admin Cost	3. Services to Disproportionately Impacted Communities	-	144,545	144,545	-	-
2021 Warriors of Change (Clover Park High School) 2021 Program + 5% Direct Admin Costs	3. Services to Disproportionately Impacted Communities	-	71,873	71,873	-	-
Pierce County BIPOC Business Accelerator Contribution Program + 5% Direct Admin Cost	3. Services to Disproportionately Impacted Communities	-	525,000	525,000	-	-
LPD Body Cameras Cameras & Video Storage + 5% Direct Admin Cost (State Police Reform Funds \$238,260 + ARPA \$98,044 = \$336,304 Total)	6. Revenue Replacement	-	102,944	102,944	-	-
LPD Body Cameras 2021/2022 Operations + 5% Direct Admin Cost	6. Revenue Replacement	2.00	298,247	298,247	-	-
ARPA Program Administration Indirect Costs Limited Term Positions Ending 12/31/2026 or Earlier - TBD Finance 1.0 FTE & ARPA Coordinator 1.0 FTE	7. Administrative	2.00	688,312	688,312	-	-
Community Engagement External Requests - Total \$595,350						
Habitat for Humanity Boat Street Project Utilities and Road Improvements for 12 Unit project.	3. Services to Disproportionately Impacted Communities	-	254,100	254,100	-	-
Rebuilding Together South Sound 5 Year Program	3. Services to Disproportionately Impacted Communities	-	341,250	341,250	-	-
Identified Revenue Replacement Expenditures - Total \$716,448						
Emergency Services Alert & Warning System Partnership with University Place, Steilacoom, West Pierce Fire & Rescue	6. Revenue Replacement	-	13,998	13,998	-	-
West Pierce Fire & Rescue Emergency Management Programs	6. Revenue Replacement	-	241,500	241,500	-	-
City Website Multilingual Services Initial Start-Up Cost	6. Revenue Replacement	-	36,750	36,750	-	-
Youth Employment Program Funding for 1 Year Program	6. Revenue Replacement	-	88,200	88,200	-	-
City Reader Boards Purchase of 2 at \$160,000/Each	6. Revenue Replacement	-	336,000	336,000	-	-
Total		4.00	\$ 4,192,719	\$ 4,192,719	\$ -	\$ -

To: Lakewood City Council

Subject: Public Comment Regarding Use of ARPA Funds (1 Nov 21 Council meeting)

RECEIVED

NOV 8 1 21

CITY OF  
LAKEWOOD

2:00 pm  
[Signature]

Ladies and Gentlemen,

In August 2021 a recommendation was submitted to the Council asking that a portion of the ARPA funds received by the City of Lakewood (COL) be utilized to address the issue of homelessness within the City, specifically relating to the impact of that issue on the businesses and citizens of the City. I greatly appreciate that the Council continues to consider that recommendation and urge the Members to support the intent of that request and go beyond the mere guarantee of twelve beds for two years in a motel shelter by utilizing ARPA funds to provide additional resources to address the segment of the homeless population referenced in the recommendation.

Though already acutely aware of the problem of public safety and health as it relates to this matter, I have become even more sensitive to the issue as I have had extensive periods to observe "life on the streets" during a pandemic which forced pet parents to wait outside veterinary clinics for the patient to be returned to them. My veterinarians' clinic is at a busy intersection, next to a bus stop and a convenience store, and an apparent magnet for many members of the homeless community, identified as such by police officers familiar with them. The clinic itself has been set alight or had warming or cooking fires set in close enough proximity to bubble the building's paint on more than one occasion. It houses living creatures 24/7, whether clinic cats, boarders or patients. The practice is sufficiently well-loved that clients who have moved as far away as Yelm still bring their animals to Lakewood for care. It is not unreasonable to presume that those clients also take advantage of being "in town" to conduct other business in Lakewood...a run to the grocery or hardware store while their pet is being seen or a fast-food stop on the way out of town...all revenue for COL stemming from business at that clinic. If the clinic were sufficiently damaged or destroyed, it would not only impact the owners' livelihood and life's work, but also put out of work over a dozen young women whose families rely on their income (much of it spent in Lakewood), and it would eliminate from COL's coffers the tax revenue generated by the practice, both directly and indirectly. To date, the clinic has incurred repeated monetary losses only but, if the issue remains unchecked, it is only a matter of time before someone is hurt or killed, possibly even one of our First Responders. The situation is little better at the adjacent bus stop/shelter. I have repeatedly watched bus patrons, who should be able to avail themselves of a seat or protection from the elements within the shelter, wait for extended periods in foul weather because the homeless individual occupying the shelter is either lying across the seat or is too frightening to approach, or both.

Your instinctive reaction to hearing this, I suspect, is to suggest that we call the police for assistance. They have, in fact, been called for the more egregious or potentially threatening

situations, of which there have been many. Over approximately the past six years, of 52 requests from the clinic for police response, 32 of them were specifically identified in police records as homeless related. However, as the Council is well aware, there is very little the police could do before July 25<sup>th</sup> of this year, and now they are completely powerless unless the miscreant attacks someone or walks off with another's property. Meanwhile, law enforcement still must respond to requests for help, and they do. According to Lakewood Police Department (LPD) statistics for the period 1 Jul 21 to 1 Sep 21, there were 289 calls specifically identified as "homeless". I have it on good authority that, running the gamut from no one found upon the officer's arrival to having to transport an individual to jail, wait on the booking desk, complete reports, etc., one could consider 30 minutes per call to be an average. With those numbers, COL would be paying the equivalent of one officer working a 40-hour week to spend over 20 weeks (5 months!) of his or her time responding to nothing but homeless related calls. According to Chief Zaro's 25 Oct 21 briefing to the Council, LPD is essentially down 14 officers at this time. The situation has apparently alarmed the Council sufficiently that you have discussed paying retention bonuses to stem the tide of departures. Using the gift of ARPA money to establish a program, as soon as possible, which is tailored to Lakewood's needs and controlled by Lakewood, could go a long way to providing the segment of the homeless population in question the support it needs, thereby decreasing the number of incidents requiring a police response.

There are a number of other matters which the Council should consider as incentives to support the referenced recommendation. The COL website touts Lakewood as a "Nearcation" destination. Certainly it is not lost on Council Members that the first time a video goes viral of a visitor to our city being accosted by a problematic member of the homeless community, people will think twice about bringing their families here. If they have decided to visit Lakewood to escape that very problem in, for example, Seattle, they are hardly likely to choose a destination proven to have the same issues. They might be intrigued by a city which has decided to be proactive and innovative in taking on that issue.

One of the areas currently suffering significantly with this situation is the border shared with Tacoma on S 80<sup>th</sup> St., off Tacoma Mall Blvd., a mere four blocks or so from Ward's Lake Park (WLP) and adjacent to a large number of apartments housing many children. The situation has caused clients of a business I patronize in that area to express serious concerns for their safety. In the Background provided by Ms. Dodsworth for her 25 Oct 21 briefing to the Council on the purchase of additional properties for the WLP project, it is noted that the City is hoping to "discourage continual issues [at] this site with homelessness". If COL is about to invest additional monies in WLP for purchases and improvements, partly in hopes of discouraging homelessness, it would seem prudent to invest the gift of ARPA funds in helping to resolve a significant homeless issue just blocks away, thereby protecting the City's investments, the numerous children in the nearby apartments, and the clientele of the businesses in that area.

Finally, in a city which prides itself on its connections to and support for the United States military, it seems concerns for military Veterans should be paramount. According to the National Coalition for Homeless Veterans, at least 11% of the homeless population is made up of Veterans, with Washington State among the top five states having the greatest number of homeless Veterans. That number is as high as 20% among homeless males. Of those individuals, approximately 50% are age 51 or older, realistically increasing the chances of age-related concerns to add to their other challenges. They all deserve our support.

ARPA funds have provided our city with the opportunity to do something truly meaningful about homelessness, if this Council has the vision and courage to make it happen. By establishing a Lakewood-centric, Lakewood controlled effort as soon as possible, designed to not simply warehouse the homeless population, but to direct them to the services, support, and appropriate professionals they need to navigate the many challenges of their lives, or to simply serve as a lifeline until they are able to ask for help, Lakewood can distinguish itself from the half-hearted, politically motivated, poorly conceived attempts of other jurisdictions and make life better for all Lakewood citizens and business owners, regardless of how or where they live. If you address the problems facing the homeless, you solve problems for us all, including health and safety issues, police and fire response, Lakewood's image...all matters affecting the City's bottom line.

After months of mind-numbing research and interviews on this topic, I am confident that, should the Council ask for input and assistance to conceive a workable plan to address the above concerns, it would have little trouble finding citizens, business owners, mental health and substance abuse professionals, employment and housing specialists, outreach workers and First Responders who would be more than willing to contribute their experience, knowledge and ideas to a panel tasked with creating a comprehensive program designed to succeed, whether that means simply outsourcing the entire effort to an established organization, building a new program, or some combination thereof. Lakewood has an opportunity to do this "right", and what a legacy that would be for this City Council.

Thank you for your time and attention to this matter.

  
A. Gardner

Ardesson's Shoe Repair and New Shoes  
9635 Gravelly Lake Dr. SW  
Lakewood, WA 98499  
October 28, 2021

Lakewood City Council Members

Pattie Belle, Paul Bocchi, Mike Brandstetter, Linda Farmer, Mary Moss,  
Mayor Don Anderson and Deputy Mayor Jason Whalen

RE: Homelessness Crisis in Lakewood

RECEIVED  
NOV 01 21  
CITY OF  
LAKEWOOD

Dear Councilmembers,

We hope you are all doing well and staying safe.

As a business owner for 50 years in Lakewood City Limits, and members of Lakewood Chamber of Commerce and the Lions Club, we wish to express our concerns to you directly.

We have been impacted by this crisis on more than one occasion. We would like to mention just a few instances.

- People sleeping at our back door,
- Robbed during business hours,
- Just yesterday. There was a car in the parking lot of our business with people in it. Trash and defecation around the car. We called the Lakewood police and the police officer asked them to move.

In your Council Agenda Packet dated 8.23.2021 you state the following:

\* Business Retention and Expansion \* Outreach to businesses and business organizations \* Identifying barriers and opportunities, ensuring the City is poised to be adaptive and responsive to changing business and development climate \* Media and Promotion Strategy for Recruitment and Attraction \* Build strong Lakewood brand \* Promote benefits of investing, living, and working in Lakewood \* Coordinate messaging with other agencies, including importance of supporting JBLM

We see and appreciate the beautification efforts by the city all around Lakewood. However, as a business owner we are hopeful the statement is truthful above considering retention and expansion. Per your website on *Homelessness*, your efforts are commendable. We appreciate that. However, we feel more needs to be done.

Please consider a review of your policy and plans around the homelessness crisis.

Our hope is that you will increase the funding and find other solutions that can be implemented.

Sincerely yours,

  
Alex and Karen Bennett

RECEIVED 2:00pm  
NOV 01 21  
CITY OF  
LAKEWOOD M

October 29, 2021

Lakewood City Council,

I would like to comment on the homeless people issue and ARPA funds.

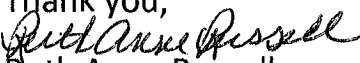
The homeless people are no less human beings than the residents of this city of Lakewood. Some of these people and families for whatever reason ended up homeless with no services to help them. Or they don't know where to go to get help.

Why are the taxpayers paying for 12 hotel rooms that are almost impossible for the homeless to get to? If the rooms are full are the people turned away? Paying for police to be called to peaceful homeless situations, especially when the police can't do anything anyway unless the homeless ask for help, seems like a waste of money, and resources for the police department.

It seems to me that the monies could be better spent on programs that would help benefit these families and single people.

Homelessness is everywhere, but each city and town can make a difference by starting to help the homeless with programs that are desperately needed.

I would like to thank the city council for taking their time to consider this an appropriate use of ARPA funds.

Thank you,  
  
Ruth Anne Russell

November 1, 2021

To Lakewood city council members:

This letter is written in regards to the ARPA funds available to the city of Lakewood. We are a small business owner across from Lakewood Towne Center. Over the years we have had a homeless problem but in the last 5 years, the problem has escalated into tragedy for the city of Lakewood. Could you please have all the council members read this letter.

When we first owned our business back in 2007, there was the occasional homeless mental health human being that would wonder the streets and inhabit our grassy area and alcoves at our business. There was little destruction of property and crime associated with these people. Over the years this has changed gradually and then exponentially. The homeless started soiling our alcoves with human feces, urine, needles and trash. We were constantly cleaning and sanitizing. It came to a point where we were somewhat forced to place protective gates to keep them out. The homeless then started to build tents or shelters out of anything they could find in dumpsters or on the side of the road. Thankfully the Lakewood police department would always answer our calls to move them on their way. We had a few fires during this period of time from pizza boxes and trash lit for either heat or drug making. At one point an individual set a dumpster on fire and another good Samaritan business owner reported it so that our building was not entirely burned down. We did have extensive fire damage to the corner of our building. Since we are a veterinary clinic, there are animals that are housed overnight in our facility. On two occasions, we have had break ins through our two windows in the back building area. What did they steal? They stole paper towels, dryer sheets, toilet paper and cleaning supplies. I am pretty sure they were homeless and these supplies ended up in their encampments. We were forced to take the windows out and concrete block them in. Then came the cooking of drugs in our entryway. A small fire on the concrete was evitable when we would open our doors for business. There was smoke damage to the paint on the side of our building. We were then forced to place another gate in the entry way to keep these homeless from building their drug fires and burning our building down. Recently we have seen the homeless become more violent. During business hours, one man staggered up to our doorway and then proceeded to kick the glass door in. It shattered the glass and again we needed to replace a door into our building.

Our building isn't the same quaint clinic that you want your city to look like. Gates now encompass the building and windows are now concreted in. People from outside our area are going to see this and not come to Lakewood Center to shop, eat or vacation. Homelessness needs to be addressed as our number 1 problem. With homelessness comes drugs and crime. We need to fund our Lakewood police department. They have always done a remarkable job when we have called them. We need mental health options for the homeless and effective places for these people to be helped even though they don't want it. Please don't turn your heads the other way. It will only get worse.

With that said, the ARPA funds will actually give you a good start to the fight for the homelessness situation.

Respectively submitted,

Drs Tim Villm and Deb Townsend-Villm Clover Park Veterinary Hospital



# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**TITLE:** An **ORDINANCE** of the City Council setting the 2022 Levy for the City of Lakewood's collection of property tax.

**TYPE OF ACTION:**

X  ORDINANCE NO. 762

**REVIEW:**

October 11, 2021

November 1, 2021

**ATTACHMENTS:**

1. **ORDINANCE**
2. **Preliminary Certification** of Assessed Values from the Pierce County Assessor's Office for tax collections in 2022.
3. Pierce County **Assessor's Property Tax Worksheet** for the calculation of the levy lid cap – levy rate for the City of Lakewood and for budget year 2022.

RESOLUTION

MOTION

OTHER

**SUBMITTED BY:** Tho Kraus, Deputy City Manager

**RECOMMENDATION:** It is recommended that the City Council adopt this ordinance to increase the property tax levy by 1% as allowed by state law, in addition to increases related to new construction, improvements to property, newly constructed wind turbines, any increases in the value of state-assessed property, any annexations that have occurred and administrative refunds.


**DISCUSSION:** Per state statute, the City is authorized to increase its property tax annually up the lesser of Implicit Price Deflator (IPD) or one percent (1%). The IPD for 2020-2021 as of September 25, 2021 is 3.860% which means the City can take the full 1% levy increase in 2022 without the City Council adopting a declaration of substantial need. The September 25 data release is the final release on or before the September 25 statutory deadline in RCW 84.55.005. The property tax levy increase of 1% is commensurate with the 2021/2022 biennial budget estimates.

**ALTERNATIVES:** The City Council may choose to set the limit factor at less than 1.0%; however that would negatively impact the City's finances.

**FISCAL IMPACT:** The 2022 proposed revised property tax revenue budget estimate of \$7,605,010 is based on the 1% limit factor. The 2022 1% increase equates to \$74,048 and the cumulative impact of not taking the 1% increase in 2022 over the 6-year period (2022-2027) is approximately \$444,000.

Tho Kraus

Department Director

  
City Manager Review

ORDINANCE NO. 762

AN ORDINANCE of the City Council of the City of Lakewood, Washington, relating to ad valorem property taxes; establishing the amount to be raised in 2022 by taxation on the assessed valuation of the property of the City; and setting the property tax levy rate for 2022.

WHEREAS, the City Council of the City of Lakewood has met and considered its budget for the budget years 2021/2022; and

WHEREAS, the City Council conducted the public hearing on the 2022 property tax levy on November 1, 2021; and

WHEREAS, the City Council, after hearing and duly considering all relevant evidence and testimony, determined that it is necessary to meet the expenses and obligations of the City, to increase the regular property tax levy by the 1.0% limit factor as prescribed in RCW 84.55.0101; and

WHEREAS, the district's actual levy amount from the previous year was \$7,413,101.75; and

WHEREAS, the population of this district is more than 10,000;

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

SECTION 1. Increase in the Highest Lawful Levy. The highest lawful levy for collection in 2021 is \$7,404,751.75, plus additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and administrative refunds. The preliminary levy limit calculation includes: 1.0% limit factor increase of \$74,047.52; additional revenue from new construction in the amount of \$117,024.64; administrative refunds in the amount of \$8,156.19; and an increase from state-assessed property in the amount of \$1,030.01 for a total preliminary 2022 property tax levy of \$7,605,010.11.

SECTION 2. Dollar and Percentage Increase from the 2021 Actual Property Tax Levy. The dollar amount of the increase over the actual 2021 levy of \$7,413,101.75 (which is the regular levy of \$7,404,751.75 plus administrative refunds of \$8,350.25) is \$65,697.52 and .089 percent. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred and administrative refunds.

SECTION 3. Estimated Tax Levy. The estimated 2022 regular property tax levy is established at the maximum 101 percent limit. The annual amount of property taxes and rates necessary to raise the estimated budget revenue in 2022 is hereby levied upon real and personal

property subject to taxation in the City as follows:

Estimated 2022 Tax Levy

True and Fair Value of Tax Base: \$9,391,307,985

Estimated Levy Rate: \$0.8098

SECTION 4. Maximum Allowable Levy and Certification. The estimated property tax revenues and rates will be subsequently adjusted by the Pierce County Assessor-Treasurer to the maximum allowable amount as specified by state law, including administrative refund, when the property values are finally certified. The levy certifications will then be completed using the final certified figures and forwarded to the Assessor-Treasurer.

SECTION 5. Effective Date. That this Ordinance shall be in full force and effect five (5) days after publication of the Ordinance as required by law.

ADOPTED by the City Council this 15<sup>th</sup> day of November, 2021.

CITY OF LAKEWOOD

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

Attest:

\_\_\_\_\_  
Briana Schumacher, City Clerk

Approved as to Form:

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



**Pierce County**  
**Mike Lonergan, Assessor-Treasurer**  
2401 South 35th Street  
Tacoma, WA 98409-7498  
(253) 798-6111 FAX (253) 798-3142  
ATLAS (253) 798-3333  
[www.piercecountywa.org/atr](http://www.piercecountywa.org/atr)

September 13, 2021

OFFICIAL NOTIFICATION TO: LAKEWOOD

RE: 2021 PRELIMINARY ASSESSED VALUES

**FOR REGULAR LEVY**

Total Taxable Regular Value	9,391,307,985
Highest lawful regular levy amount since 1985	7,404,751.75
Last year's actual levy amount (including refunds)	7,413,101.75
Additional revenue from current year's NC&I	117,024.64
Additional revenue from annexations (RCW 84.55)	0.00
Additional revenue from administrative refunds (RCW 84.69)	8,156.19
<i>No additional revenue from administrative refunds will be allowed if you are limited by your statutory rate limit.</i>	
Additional revenue from increase in state-assessed property	0.00

**FOR EXCESS LEVY**

Taxable Value	9,249,749,122
Timber Assessed Value	-
Total Taxable Excess Value	9,249,749,122

2021 New Construction and Improvement Value	128,044,933
---	-------------

*If you need assistance or have any questions regarding this information, please contact Kim Alflen  
253.798.7114 [kim.alflen@piercecountywa.gov](mailto:kim.alflen@piercecountywa.gov)*

**Pierce County****Mike Lonergan, Assessor-Treasurer**

2401 South 35th Street  
 Tacoma, WA 98409-7498  
 (253) 798-6111 FAX (253) 798-3142  
 ATLAS (253) 798-3333  
[www.piercecountywa.org/atr](http://www.piercecountywa.org/atr)

**PRELIMINARY HIGHEST LAWFUL LEVY LIMIT 2021 FOR 2022**

**LAKEWOOD**  
**> 10,000**

**REGULAR TAX LEVY LIMIT:**

A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy [refund levy not included] times limit factor (as defined in RCW 84.55.005). **2020**  
 7,404,751.75  
**1.0100000**  
 7,478,799.27

B. Current year's assessed value of new construction, improvements and wind turbines in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).  
 128,044,933  
 0.913934190133  
 117,024.64

C. Current year's state assessed property value in original district if annexed less last year's state assessed property value. The remainder to be multiplied by last year's regular levy rate (or the rate that should have been levied).  
 67,145,412  
 67,145,412  
 0.00  
 0.913934190133  
 0.00

**D. REGULAR PROPERTY TAX LIMIT (A + B + C) 7,595,823.91**

**ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:**

E. To find rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.  
 7,595,823.91  
 9,391,307,985  
 0.808814269762

F. Annexed area's current assessed value including new construction and improvements times rate found in E above.  
 0.00  
 0.808814269762  
 0.00

**G. NEW LEVY LIMIT FOR ANNEXATION (D + F) 7,595,823.91**

**LEVY FOR REFUNDS:**

H. RCW 84.55.070 provides that the levy limit will not apply to the levy for taxes refunded or to be refunded pursuant to Chapters 84.68 or 84.69 RCW. (D or G + refund if any)  
 7,595,823.91  
 8,156.19  
 7,603,980.10

**I. TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT (D,G,or H) 7,603,980.10**

J. Amount of levy under statutory rate limitation.  
 9,391,307,985  
 3.600000000000  
**33,808,708.75**

**K. LESSER OF I OR J 7,603,980.10**

**From:** [Cindy Clapper](#)  
**To:** [Briana Schumacher](#)  
**Subject:** Lakewood taxes  
**Date:** Monday, October 18, 2021 8:30:47 PM

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This email originated outside the City of Lakewood.

Use caution when following links or opening attachments as they could lead to malicious code or infected web sites.

When in doubt, please contact the HelpDesk.

- [helpdesk@cityoflakewood.us](mailto:helpdesk@cityoflakewood.us) ext. 4357

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I hope you are not raising property taxes this year. They were raised so much last year. When you live on a budget...you can't just come up with thousands more. I wish you were more caring about senior people wanting to stay in their homes and helping them so they could stay in their homes.  
In other words ...don't Tax us out of our homes, please.

Thanks  
Cindy Clapper

**From:** [John Kohler](#)  
**To:** [Briana Schumacher](#)  
**Subject:** 2022 Property Tax Levy  
**Date:** Sunday, October 31, 2021 5:42:58 PM

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This email originated outside the City of Lakewood.

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When in doubt, please contact the HelpDesk.

- helpdesk@cityoflakewood.us ext. 4357

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Ms. Schumacher,

After studying information available on the proposed property tax levy increase for 2022 I say that there should be no increase for the following reasons.

1. Due to purposeful economic disruption engineered by the Inslee administration which has taken advantage of the COVID-19 pandemic to pick economic winners and losers

Citizens have been negatively effected and should not be further burdened with increased property taxes.

2. The Biden and Inslee administrations have ben stridently acting in behalf of illegal immigrants; importing them into our state and forcing an illegal economic burden

upon Washington state, Pierce County and City of Lakewood residents. This attack by the party in power on the citizens should not be paid for by additional property tax burdens on citizens.

3. There are large cash-purchasers of single-family real estate as well as large Wall Street institutional investors in residential real estate that have abnormally increased values and the taxes that would be due. These

investors have no interest in our community and could care less about the tax increases they have caused. They know that any exorbitant tax increases can be forced onto their tenants who will pay them.

Furthermore, renters have no commitment to the affordability of living in Lakewood. They are transient, and can leave the un-affordability they cause. We should not have to pay for that.

4. The ability to create ADUs in single-family residential areas without having to account for residential housing density and population density is an insidious way to skirt zoning laws and drive up values. It doesn't

provide for affordable housing as pitched. It destroys neighborhood stability by driving out committed long term residents. It actually drives up taxes and makes housing even more unaffordable.

5. Many people including me have not experienced wage increases despite the fact that bad decisions by the party in power at both the Federal and State levels have caused a rapid inflationary increase in the cost of living.

6. What happened to all of the Federal COVID-19 money sent to WA to address the costs to the economy ostensibly caused by COVID-19? Didn't the City of Lakewood receive some sort of allocation to help with experienced costs? If so where was that money spent to the extent that increased property taxes are needed?

7. The City of Lakewood engaged in wasting a large amount of money on huge signs announcing entrance to the city at all points of entry. These signs do nothing to help the cost of living and have driven up costs. I lodged my objection to this.

expense at its outset yet it occurred. The result was another costly and unnecessary construction expense along with maintenance costs foisted upon the harried Lakewood property tax owner.

There should be NO increase in property taxes. There should be investigations into why illegals are forced upon WA, Pierce County and Lakewood residents. There should be an investigation into where the federally allocated COVID-19 dollars went. The Inslee Administration should be investigated for malfeasance in forcing costs onto Pierce County and Lakewood in the interests of creating a favorable political constituency through hand outs. There

should be a property tax reduction as there is even more housing among which we can spread the cost of government. Thanks for your attention and the opportunity to comment

Sincerely,

John W. Kohler, Jr.  
12505 Lakeholme Rd. SW  
Lakewood, WA 98498-4221  
253-584-9434



# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**TITLE:** An Ordinance establishing the American Rescue Plan Act (ARPA) Special Revenue Fund.

**TYPE OF ACTION:**

ORDINANCE NO. 763

**ATTACHMENTS:**

Draft Ordinance

RESOLUTION NO.

**REVIEW:**

October 11, 2021

MOTION

OTHER

**SUBMITTED BY:** Tho Kraus, Deputy City Manager

**RECOMMENDATION:** It is recommended that the City Council adopt this Ordinance establishing the American Rescue Plan Act (ARPA) Fund.

**DISCUSSION:** This is a new fund established for the purpose of segregating revenues received through and the expenditures eligible under, the American Rescue Plan Act of 2021. The ARPA Fund shall consists of monies allocated to the City under the American Rescue Plan Act of 2021 and distributed to the City in 2021 and 2022. The City shall appropriate and use ARPA Fund only for the eligible purposes as permitted by the ARPA and the U.S. Department of the Treasury.

**ALTERNATIVE(S):** The City Council may deny approval, however, doing so will hinder the City's ability to effectively and efficiently account for programs eligible under the American Rescue Plan Act of 2021.

**FISCAL IMPACT:** N/A

Tho Kraus  
Department Director

  
City Manager Review

ORDINANCE NO. 763

AN ORDINANCE of the City Council of the City of Lakewood, Washington, establishing a Special Revenue Fund, “ARPA Fund” in the City’s budget.

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) was signed into law on March 11, 2021; and

WHEREAS, the City of Lakewood is eligible to receive \$13,766,236 from the Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) program to be utilized to aid in the recovery from the budgetary, public health, economic, and financial impacts of the COVID-19 pandemic; and

WHEREAS, the City received the first half distribution of \$6,883,118 in August 2021 with the second distribution of \$6,883,118 to be received in August 2022; and

WHEREAS, the City desires to establish a new special revenue fund titled “ARPA Fund” for the purpose of segregating revenues received through the expenditures under ARPA; and

WHEREAS, the City Council has determined that the creation of the ARPA Fund is in the best interest of the City by providing administrative efficiency, reporting, and transparency;

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

Section 1. Special Revenue Fund “ARPA Fund” Created. There is hereby established in the City Budget a special revenue fund designated the “American Rescue Plan Act of 2021 “ARPA Fund” for the purpose of segregating revenues received through and the expenditures eligible under, the American Rescue Plan Act of 2021. The ARPA Fund shall consists of monies allocated to the City under the American Rescue Plan Act of 2021 and distributed to the City in 2021 and 2022. The City shall appropriate and use ARPA Fund only for the eligible purposes as permitted by the ARPA and the U.S. Department of the Treasury.

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

Section 3. Effective Date. A summary of this ordinance shall be published in the official newspaper of the City, and the ordinance shall take effect and be in full force as five (5) days after publication as required by law.

ADOPTED by the City Council this 15<sup>th</sup> day of November, 2021.

CITY OF LAKEWOOD

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Don Anderson, Mayor

Attest:

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Briana Schumacher, City Clerk

Approved as to Form:

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Heidi Ann Wachter, City Attorney

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**TITLE:** An Ordinance establishing the designation of the Economic Development Fund within the General Fund ending fund balance.

**TYPE OF ACTION:**

ORDINANCE NO. 764

**REVIEW:**

October 11, 2021

**ATTACHMENTS:**

Draft Ordinance

RESOLUTION NO.

MOTION

OTHER

**SUBMITTED BY:** Tho Kraus, Deputy City Manager

**RECOMMENDATION:** It is recommended that the City Council adopt this Ordinance establishing the designation of funds within the General Fund ending fund balance for the purpose of providing economic development related opportunities.

**DISCUSSION:** This is a designation of funds within the General Fund ending fund balance for the purpose of providing economic development related opportunities. The Economic Development Opportunity Fund may include a Small Business Growth Revolving Fund Loan program for the purpose of supporting growing businesses physically located within the City of Lakewood that are in need of gap financing. This is a self-replenishing flexible source of capital that may be used in combination with conventional financing. The basic terms and limits may be: loan amounts of \$5,000 to \$150,000; interest rate to be determined; terms depended upon use and may be: up to 5 years for working capital; up to 10 years for equipment; up to 15 years of real property. The funds and may be used for: operating capital; acquisition of land and buildings; new construction; machinery and equipment; façade improvements and building renovation; and landscape and property improvements. The business requirements for these loans may include a business plan, business experience and management information, credit history and financial statements, collateral, personal or corporate guarantee, and cash flow projections. The results must benefit the community in some way, including: number of living wage and/or family wage jobs created; increase in tax revenue; beautification, health, and safety improvements; and benefits to low and moderate-moderate income citizens. The City shall appropriate and use the Economic Development Opportunity Fund as approved by the City Council.

**ALTERNATIVE(S):** The City Council may deny approval or modify as appropriate.

**FISCAL IMPACT:** N/A

Tho Kraus

Department Director

City Manager Review

ORDINANCE NO. 764

AN ORDINANCE of the City Council of the City of Lakewood, Washington, establishing an “Economic Development Opportunity Fund” within the General Fund Ending Fund Balance Reserves.

WHEREAS, the Lakewood City Council developed and adopted a Strategic Plan (Plan) that establishes Lakewood’s goal and objectives based on the priorities and values identified by the City’s most important component, its people; and

WHEREAS, the Plan is an invaluable tool to align and connect the Lakewood City Council’s Goals to existing plans and policies while also providing a roadmap for the future that supports the community values identified in the Vision Statement; and

WHEREAS, the City Council adopted the current Plan for the fiscal years 2021 through 2024, with reviews and updates to occur as part of the City’s biennial budgeting process; and

WHEREAS, the current Plan identifies Dependable Infrastructure and Economic Development as part of the City Council Goals, along with Public Safety, Fiscal Responsibility, Transparency and Robust Community; and

WHEREAS, the City desires to establish a designation of General Fund ending fund balance fund titled “Economic Development Opportunity Fund” for the purpose of setting aside funds for the purpose of providing economic development related opportunities;

WHEREAS, the Economic Development Opportunity Fund may include a Small Business Growth Revolving Fund Loan program for the purpose of supporting growing businesses physically located within the City of Lakewood that are in need of gap financing. This is a self-replenishing flexible source of capital that may be used in combination with conventional financing. The basic terms and limits may be: loan amounts of \$5,000 to \$150,000; interest rate to be determined; terms depended upon use and may be: up to 5 years for working capital; up to 10 years for equipment; up to 15 years of real property. The funds and may be used for: operating capital; acquisition of land and buildings; new construction; machinery and equipment; façade improvements and building renovation; and landscape and property improvements. The business requirements for these loans may include a business plan, business experience and management information, credit history and financial statements, collateral, personal or corporate guarantee, and cash flow projections. The results must benefit the community in some way, including: number of living wage and/or family wage jobs created; increase in tax revenue; beautification, health, and safety improvements; and benefits to low and moderate-moderate income citizens.

WHEREAS, the City Council has determined that the creation of the Economic Development Opportunity Fund is in the best interest of the City by providing administrative efficiency, reporting, and transparency;

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

Section 1. Designation of “Economic Development Opportunity Fund” Created. There is hereby established in the General Fund ending fund balance the “Economic Development Opportunity Fund” for the purpose of accumulating excess funds from the General Fund and other funds that are eligible to provide funding for economic development opportunity related expenditures. The City shall appropriate and use the Economic Development Opportunity Fund as approved by the City Council.

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

Section 3. Effective Date. A summary of this ordinance shall be published in the official newspaper of the City, and the ordinance shall take effect and be in full force as five (5) days after publication as required by law.

ADOPTED by the City Council this 15<sup>th</sup> day of November, 2021.

CITY OF LAKEWOOD

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

Attest:

\_\_\_\_\_  
Briana Schumacher, City Clerk

Approved as to Form:

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

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**TITLE:** An Ordinance designating the current Real Estate Excise Tax Special Revenue Fund as a Capital Project Fund

**TYPE OF ACTION:**

ORDINANCE NO. 765

RESOLUTION NO.

MOTION

OTHER

**REVIEW:**

October 11, 2021

**ATTACHMENTS:**

Draft Ordinance

**SUBMITTED BY:** Tho Kraus, Deputy City Manager

**RECOMMENDATION:** It is recommended that the City Council adopt this Ordinance designating the current Real Estate Excise Tax Special Revenue Fund as a Capital Project Fund.

**DISCUSSION:** This is a new fund established for the purpose of accounting and reporting of REET 1 and REET 2 revenues. This new capital project fund shall replace and eliminate the current real estate excise tax special revenue fund (net effect is re-designate the original special revenue fund as a capital project fund). The City shall appropriate and use Real Estate Excise Tax Fund only for the eligible capital projects as approved by the City Council and permitted by state law.

**ALTERNATIVE(S):** The City Council may deny approval, however, doing so will hinder the City's ability to appropriately account for these revenues that are restricted for capital puposes.

**FISCAL IMPACT:** N/A

Tho Kraus

Department Director

  
City Manager Review

ORDINANCE NO. 765

AN ORDINANCE of the City Council of the City of Lakewood, Washington, establishing a Capital Project Fund “Real Estate Excise Tax” in the City’s budget.

WHEREAS, the City of Lakewood previously established the Special Revenue Fund “Real Estate Excise Tax” for the purpose of accounting for (1) the first 0.25 percent real estate excise tax as authorized by RCW 82.46.010 and dedicated for the capital purposes defined in RCW 35.43.040; and (2) the second 0.25 percent real estate excise tax authorized by the Growth Management Act, RCW 82.46.035 and restricted to financing capital projects specified in the capital facilities plan; and

WHEREAS, the first 0.25 percent is referred to as “REET 1” and the second 0.25 percent is referred to as “REET 2”; and

WHEREAS, the City desires to designate the current special revenue fund titled “Real Estate Excise Tax” as a capital project fund titled “Real Estate Excise Tax” for the purpose of proper accounting and reporting of REET 1 and REET 2 revenues that are restricted to eligible capital projects; and

WHEREAS, the City Council has determined that designation of the Real Estate Excise Tax Fund as a Capital Project is in the best interest of the City by providing proper accounting and reporting;

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

Section 1. “Real Estate Excise Tax Fund” Designated as a Capital Project Fund. There is hereby established in the City Budget a capital project fund designated the “Real Estate Excise Tax Fund” for the purpose of accounting and reporting of REET 1 and REET 2 revenues. This new capital project fund shall replace and eliminate the current real estate excise tax special revenue fund. The City shall appropriate and use Real Estate Excise Tax Fund only for the eligible capital projects as approved by the City Council and permitted by State law.

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

Section 3. Effective Date. A summary of this ordinance shall be published in the official newspaper of the City, and the ordinance shall take effect and be in full force as five (5) days after publication as required by law.



ADOPTED by the City Council this 15<sup>th</sup> day of November, 2021.

CITY OF LAKEWOOD

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Don Anderson, Mayor

Attest:

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Briana Schumacher, City Clerk

Approved as to Form:

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Heidi Ann Wachter, City Attorney

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 15, 2021	<b>TITLE:</b> 2022 Fee Schedule	<b>TYPE OF ACTION:</b> ORDINANCE NO.
<b>REVIEW:</b> November 8, 2021	<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• 2022 Fee Resolution</li> <li>• 2022 Fee Schedule – Final (Clean Version)</li> <li>• 2022 Fee Schedule – With Changes Tracked</li> </ul>	RESOLUTION NO. 2021-13
		MOTION
		OTHER

**SUBMITTED BY:** Tho Kraus, Deputy City Manager

**RECOMMENDATION:** It is recommended that the City Council adopt the proposed 2022 Fee Resolution.

**DISCUSSION:** On an annual basis, the proposed fee schedule for the upcoming year is presented to the City Council for approval and consideration. The proposed changes are as follows:

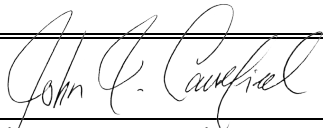
- 1) Amend Part C. Planning and Development Fees – Plat/Subdivision Fees  
Increase hearing examiner deposit to \$2,500.00 consistent with all other hearing deposits.

Fee Type		Fee Amount
<b>C. PLANNING AND DEVELOPMENT FEES</b>		
<b>Administrative Fee</b>		
	Technology Fee	2% of the total planning permit cost
<b>Plat/Subdivision Fees</b>		
	Preliminary Plat	\$3,850.00 plus \$100.00 per lot; plus \$2,500 hearing examiner deposit <sup>(1)</sup>
	Plat Amendment (before final plat approval)	
	Major	\$1,320.00 plus \$100 per lot; plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
	Minor	\$660.00 plus \$100 per lot; \$2,500.00 hearing examiner deposit <sup>(1)</sup>
	Final Plat	\$2,750.00 plus \$50.00 per lot
	Plat Alterations (after final plat approval)	\$2,500.00 plus <del>\$1,000</del> \$2,500 hearing examiner deposit <sup>(1)</sup>

- Discussion continued on following page -

**ALTERNATIVE(S):** The City Council may approve the proposed fees with modifications.

**FISCAL IMPACT:** N/A

Tho Kraus	
Department Director	City Manager Review

## 2) Amend Part L. Animal Control Licensing Fees

Fee Type		Fee Amount
<b>L. ANIMAL CONTROL LICENSING FEES</b>		
<b>Police</b>		
The annual license fees for the ownership, keeping, or having control of dogs and/or cats in the City shall be as follows:		
- Dogs (altered)		<del>\$20.00</del> \$30.00
- Dogs (unaltered)		<del>\$55.00</del> \$65.00
- Cats (altered)		<del>\$12.00</del> \$20.00
- Cats (unaltered)		<del>\$55.00</del> \$65.00
Reduced rates for physically disabled and senior citizens, 65 years of age or older:		
- Dogs (altered)		\$10.00
- Dogs (unaltered)		\$30.00
- Cats (altered)		<del>\$4.00</del> \$5.00
- Cats (unaltered)		\$30.00
Animals exempted from payment of fee - Guide Dog or Service Animal (with proof)		No Fee
In order to receive the fee advantage for altered dogs and cats, an individual must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.		

In October 2020, the City Council approved a new Humane Society contract. A brief analysis of the City's current pet license fees compared to nearby cities and what an increased would look like for Lakewood was also included as part of the presentation.

The City retains a portion of pet licensing fees submitted through the City's 3rd party vendor, PetData, which equated to \$38,909 in 2020. Applying the proposed fee increase, the City would retain \$56,896. The resulting revenue increase would help offset the increase cost of the Human Society contract.

Lakewood's current fees are on the lower end of the range compared to other local jurisdictions:

Jurisdiction	Altered Fee	
	Dog	Cat
Lakewood	\$20.00	\$12.00
Pierce County	\$20.00	\$12.00
Tacoma	\$30.00	\$20.00
University Place	\$23.00	\$13.80
Fircrest	\$14.00	\$8.00
METRO	\$14.00	\$10.00

A change in fees could generate approximately \$18,000 more per year, offsetting the increased cost of the Humane Society contract (2021 estimate \$150,534 / 2022 estimate \$161,824).

	Current Fee	2020 Revenues	Proposed Fee	Potential Annual Revenue
Dog (altered)	\$20.00	\$22,568	\$30.00	\$33,990
Cat (altered)	\$12.00	\$6,729	\$20.00	\$11,160
Senior Rate for Dog (altered)	\$10.00	\$9,387	\$10.00	\$9,387
Senior Rate for Cat (altered)	\$4.00	\$1,451	\$5.00	\$1,645
Unaltered Pets	\$55.00	\$13,310	\$65.00	\$15,210
Total Fees		\$53,445		\$71,392
Less PetData Fees		(\$14,536)		(\$14,536)
Net Lakewood Revenue		\$38,909		\$58,856

Animal Control Year-to-date through June						
Operating Revenues & Expenditures	2019 Annual Actual	2020 Annual Actual	2021		Over / (Under)	
			Annual Est	YTD Actual	2021 Actual vs 2020 Actual	
					\$	%
<b>Operating Revenue:</b>						
Animal License	\$ 38,838	\$ 36,376	\$ 36,000	\$ 30,676	\$ (1,121)	-3.5%
Animal Services - City of Dupont	33,252	33,917	34,514	17,298	339	2.0%
Animal Services - Town of Steilacoom	18,012	15,630	16,601	7,436	1,776	31.4%
<b>Total Operating Revenues</b>	<b>\$ 90,101</b>	<b>\$ 85,923</b>	<b>\$ 87,115</b>	<b>\$ 55,410</b>	<b>\$ 994</b>	<b>1.8%</b>
<b>Operating Expenditures:</b>						
Personnel	190,591	196,614	201,175	106,821	5,844	5.8%
Operating Supplies	500	569	2,220	500	(69)	-12.1%
Minor Equipment	1,355	-	2,120	-	-	n/a
Humane Society	132,365	121,795	150,534	75,851	3,478	4.8%
Other Services & Charges	-	151	1,200	-	-	n/a
<b>Total Operating Expenditures</b>	<b>\$ 324,812</b>	<b>\$ 319,129</b>	<b>\$ 357,249</b>	<b>\$ 183,173</b>	<b>\$ 9,254</b>	<b>5.3%</b>
<b>Net Program Cost</b>	<b>\$ (234,711)</b>	<b>\$ (233,206)</b>	<b>\$ (270,134)</b>	<b>\$ (127,763)</b>	<b>\$ (8,260)</b>	<b>6.9%</b>

Note - operating expenditures do not include internal service allocations (such as vehicle repairs & maintenance, vehicle replacement reserves, etc.) as all police internal service charges are accounted for under Command Section.

2020 animal license revenue of \$36,376 in this table is different than the previous table due to timing difference.

RESOLUTION NO. 2021-13

A RESOLUTION of the City Council of the City of Lakewood, Washington, setting the City of Lakewood 2022 Fee Schedule.

WHEREAS, in connection with the municipal functions and operations of the City of Lakewood, the City requires certain fees; and

WHEREAS, it is appropriate to review such fees and make adjustments to appropriately address costs; and

WHEREAS, in keeping with the philosophy of setting City fees in amounts reflective of actual costs, it is appropriate at this time to revise certain fees to compensate the City for costs associated with various City functions and facilities;

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

Section 1. That the Fee Schedule of the City of Lakewood is amended as set forth in Exhibit A.

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

Section 3. This Resolution shall be in full force and effect January 1, 2022.

PASSED by the City Council this 15<sup>th</sup> day of November, 2021.

CITY OF LAKEWOOD

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

Attest:

\_\_\_\_\_  
Briana Schumacher, City Clerk

Approved as to Form:

\_\_\_\_\_  
Heidi A. Wachter City Attorney

**2022 FEE SCHEDULE**  
**Resolution 2021-xxx Adopted by City Council on November 15, 2021**

Fee Type		Fee Amount
<b>All</b>		
	Taxes and Pass-Through Costs	All appropriate taxes and pass-through costs are added to fees when they are incurred, even if not specified in the fee schedule.
<b>A.</b>	<b>Copies/Duplication</b>	
	<b>Legal/City Clerk</b>	
	Certification of documents and Affixing City Seal	\$0.15 per page + \$3.00
	Preparation of verbatim City Council minutes	\$50.00/hour
	Reproduction of City Council audio tapes	\$5.00
	CD-ROMs	\$1.00
	<b>Various Departments</b>	
	Public Records:	
	Copies of Public Records	\$0.15 per page
	Scanned Public Records into Electronic Format	\$0.10 per page
	Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	\$0.05 cents per 4 files or attachments
	Transmission of public records in an electronic format.	\$0.10 per gigabyte
	Digital Storage Media or Device; Container or Envelope used to mail copies to requestor and postage/delivery charge.	Actual Cost
	Note: - Charges can be combined if more than one type applies. - Pursuant to RCW 42.56.120(2)(b), the City of Lakewood is not calculating/assessing all actual costs for copying records because to do so would be unduly burdensome for the following reasons: (1) The City does not have the resources to conduct a study to determine all actual copying costs for every actual cost type; and (2) To conduct such a study would interfere with other essential city functions; and (3) even if the City were to conduct such a study, the systems in place facilitate tasks other than public records production.	
	Non Sufficient Funds (NSF) Fee	\$25.00
	<b>Public Works</b>	
	Engineering Standards Manual	Cost plus 15%
<b>B.</b>	<b>City Hall Rental Fees - Two-hour minimum reservation required for facility use</b>	
	Cleaning Fee (non-refundable)	\$50.00 (Saturday & Sunday only)
	City staff attendant	Hourly rate of City staff attendant.
	Up to a 15% Administrative charge may be added to actual expenses. In addition, an hourly rate fee will be charged for repairs or additional cleaning that is required as a result of an event.	

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>C. PLANNING AND DEVELOPMENT FEES</b>		
<b>Administrative Fee</b>		
Technology Fee		2% of the total planning permit cost
<b>Plat/Subdivision Fees</b>		
Preliminary Plat		\$3,850.00 plus \$100.00 per lot; plus \$2,500 hearing examiner deposit <sup>(1)</sup>
Plat Amendment (before final plat approval)		
	Major	\$1,320.00 plus \$100 per lot; plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
	Minor	\$660.00 plus \$100 per lot; \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Final Plat		\$2,750.00 plus \$50.00 per lot
Plat Alterations (after final plat approval)		\$2,500.00 plus \$2,500 hearing examiner deposit <sup>(1)</sup>
Binding Site Plans		\$2,200.00
Short Plat		\$3,500.00
Short Plat Amendments		\$1,000.00
Boundary Line Adjustments (BLA)/Lot Combination		\$600.00
Recording Fees		Fees Not Included
<b>Discretionary Land Use Permits</b>		
Conditional Use Permits		\$2,200.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Master Facilities Plan		\$2,200.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Major Variances		\$1,200.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Major Variances for single family dwelling (where project valuation does not exceed \$12,000)		\$660.00
Administrative Variances		\$400.00
Administrative Use Permits		\$1500.00
Temporary Use Permits		\$200.00
Major Modifications of Permit Approval		1/2 of original permit cost
Minor Modifications of Permit Approval		1/4 of original permit cost
Shoreline Substantial Development Permit		\$2,300.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Shoreline Conditional Use Permit/Shoreline Variance		\$2,300.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Written Shoreline Exempt Determination (The fee applies only to requests for a written determination by the Community and Economic Development Department that the project is exempt from the Shoreline Master Program.)		\$150.00
<b>Appeals &amp; Reconsiderations</b>		
Reconsideration of a Decision of the Hearing Examiner		\$300.00 plus \$2,500.00 hearing examiner cost deposit <sup>(1)</sup>
Appeal of the Administrative Officer's Decision		\$450.00
Appeal of SEPA Determination		\$450.00
<b>Amendments to Plans &amp; Regulations</b>		
Amendments to the Comprehensive Plan & other related policy documents		\$2,100.00
Amendments to Development Regulations		\$2,600.00
Amendments to the Shoreline Master Program		\$3,200.00
Site-Specific Rezone		\$3,100.00



## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
C.	PLANNING AND DEVELOPMENT FEES (continued)	
Zoning Certification/Site Plan Review		
Single family dwelling construction in residential zones are subject to the following fee schedule:		
Construction Value:		
\$0 - \$74,999		\$50.00
\$75,000 - \$124,999		\$100.00
\$125,000 - \$224,999		\$150.00
Over \$225,000		\$300.00
Other Developments: All new buildings or exterior tenant improvements in commerical or industrial zones, and all other construction and development activity, other than single-family dwelling construction, are subject to the following fee:		
Construction Value	CED Zoning Certification Fee	Compliance check w/ permit conditions
\$0 - \$99,999	\$260.00	\$50.00
\$100,000 - \$249,999	\$530.00	\$200.00
\$250,000 - \$499,999	\$790.00	\$450.00
\$500,000 - \$999,999	\$1,000.00	\$700.00
\$1,000,000 - \$4,999,999	\$2,000.00	\$1,200.00
\$5,000,000 - \$10,000,000	\$2,500.00	\$1,700.00
Over \$10,000,000	\$3,000.00	\$2,200.00
Site Plan Review without a Building Permit. The zoning certification and site plan review fee for those development projects for which no building permit is required but which requires site plan review and a zoning certification, shall be based on the value of the proposed development to be undertaken. The value of the proposed construction/development shall be determined based on professional estimates by a licensed engineer, architect, landscape designer or contractor. These estimates may include but are not limited to, grade and fill of the site, paving, placement of utilities, lighting, landscaping, and other site improvements. The combined total of the cost estimates for all development on the site shall be the established value basis for the zoning certification and site plan review fee found in the table above.		
Zoning Certification with No Site Plan Review Required	A \$20.00 fee applies to zoning certifications where only a business license is required.	
	A \$50.00 fee applies to projects where the proposed land use must be reviewed with respect to development standards, but there is no requirement for submitting a site plan, e.g. an interior tenant improvement.	
Mixed Use Buildings	Site plan review and/or zoning certification application fees may be reduced by 50% if the application is for the construction of a mixed use building. Fee waivers do not apply to SEPA, short plat, subdivision or other permit requests associated with the development of a site, nor does fee reduction apply to mixed use development where the commercial and residential uses are not located within the same building.	

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>C. PLANNING AND DEVELOPMENT FEES - continued</b>		
<b>Miscellaneous Planning Fees</b>		
Accessory Living Quarters		\$100.00
Design Review		\$200.00
	Application fees may be reduced by 50% if the application is for a mixed use building. Fee reduction applies to site plan review/zoning certification and design review. Fee waivers do not apply to SEPA, short plat, subdivision or other permit requests associated with the development of a site, nor does fee reduction apply to mixed use development where the commercial and residential uses are not located within the same building.	
Time Extensions		\$240.00
Annexation Petition		
	Notice of Intent to Commence Annexation	\$320.00
	Petition to Annex	\$2,500.00
<sup>(1)</sup> Hearing Examiner Fees		
Where Examiner Review is required for any related use permit, appeal, etc., the applicant is responsible for and required to pay actual Hearing Examiner costs, which may be higher or lower than the deposit amount.		
<b>Other Fees</b>		
Staff Review Fees (includes re-inspection and investigative fees, and additional staff review when the processing of the application exceeds the application base fees as outlined in the fee schedule.)		\$92.00 per hour
Development Agreement		\$2500.00
Pre-Application Conference		\$150.00 - Of this amount, \$100.00 can be applied to related permits filed within sixty (60) days of the preapplication conference
Final Certification of Occupancy/Site Certification		\$100.00
Home Occupation		\$200.00
Limited Home Occupation		\$50.00
Downtown Subarea Park Fee-in-Lieu of Common Open Space Construction		Up to 50% of valuation of required common open space (100 sq. ft. required per dwelling unit); see LMC 18B.530
Written Zoning Determination by the Assistant City Manager for Development Services		\$250.00
WTF Administrative Use Permit		\$800.00
WTF Conditional Use Permit		\$2,000.00

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>C. PLANNING AND DEVELOPMENT FEES - continued</b>		
<b>SEPA &amp; Wetland Fees</b>		
Written SEPA Exempt Determination (The fee applies only to requests for a written determination by the Community & Economic Development Department that the project is exempt from the requirements of SEPA.)		\$50.00
	Environmental Checklist for applicable Process I and II applications located outside of Downtown Subarea Plan Boundaries	\$550.00
	Environmental Checklist for applicable Process III, IV, and V applications (e.g. conditional use permits, variances, shoreline substantial development permits, plats, master plans, and land use map/text changes located outside of the Downtown Subarea Plan Boundaries	\$1,840.00
	Environmental Checklist for applicable Process V applications (e.g. generalized or comprehensive ordinance text amendments, area-wide amendments, annexations, and adoption of new planning-related ordinance)	Staff review hourly rate; \$2,500.00 deposit is required
	Environmental Checklist for projects inside of Downtown Subarea Plan Boundaries	\$50.00
	Environmental Impact Statement (EIS)	\$3,200.00 plus preparation at contract rate to be determined
	Reasonable Use Exception other than residential (RUE)	\$1,840.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
	Residential RUE	\$500.00
	Additional SEPA Review (See WAC 197-11-335)	No charge, except any third-party consultant costs to the City.
	Downtown Subarea Planned Action Transportation Fee	\$2,174.00 per PM peak hour trip generated by use(s).
<b>Multi-Family Tax Exemption (MFTE) Applications (LMC 3.64.030)</b>		
Conditional Certificate Application		\$800.00
Extension of Conditional Certificate of Application		\$500.00
Final Certificate of Application		\$500.00
8-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)		\$800.00
12-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)		\$1,200.00
<b>Tree Removal/Replacement Permit Fees</b>		
Significant Tree Removal Permit		No Fees
Off-Site Tree Replacement Permit (when trees are not being replaced onsite)		\$400.00 for each replacement tree

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>D.</b>	<b>GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS</b>	
	Building Permit fees shall be based upon valuation. The valuation shall be determined by the Building Official. For most projects the square footage costs in the most current Building Valuation Data Table published by the International Code Council (ICC) may be employed. For projects not covered by the table construction estimation tools such as Construction Cost Data by R.S. Means or the BNI <i>Construction Costbook</i> may be referenced as a guide.	
	Administrative Fee - Includes a technology fee equal to 2% of the total building permit cost.	
	Permit fees shall be calculated from valuation in the following manner:	
	<b>Valuation</b>	<b>Corresponding Permit Fee</b>
	\$0 - \$500	\$30.00
	\$501 - \$2,000	\$30.00 for the first \$500.00 plus \$4.00 for each additional \$100 or fraction thereof, to and including \$2,000.
	\$2,001 - \$25,000	\$90.00 for the first \$2,000.00 plus \$17.50 for each additional \$1,000 or fraction thereof, to and including \$25,000.
	\$25,001 - \$50,000	\$492.50 for the first \$25,000.00 plus \$12.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
	\$50,001 - \$100,000	\$805.00 for the first \$50,000.00 plus \$9.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
	\$100,001 - \$500,000	\$1,255.00 for the first \$100,000.00 plus \$7.25 for each additional \$1,000 or fraction thereof, to and including \$500,000.
	\$500,001 - \$1,000,000	\$4,155.00 for the first \$500,000.00 plus \$6.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
	\$1,000,001 - \$5,000,000	\$7,155.00 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to an including \$5,000,000.
	\$5,000,001 and up	\$23,155.00 for the first \$5,000,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof.

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued</b>		
<b>Plan Review Fees</b>		
Plan review fees shall be 65 percent (65%) of the Building Permit Fee with a minimum fee of one hour (\$92.00)		
Plan review for residential site specific base plans shall be \$500.		
<b>Other Fees</b>		
	<b>Demolition Fees</b>	
	Single Family (including duplex)	\$200.00
	Residential Accessory Building	\$100.00
	Commercial/Multi-Family (including mobile home parks)	
	Less than 10,000 square feet	\$200.00
	10,000 to 100,000 square feet	\$400.00
	100,000 square feet or more	\$600.00
	Mobile Home Setup Permit	\$184.00
State Building Code Council (SBCC) Surcharge - Residential		\$6.50 for each building permit issued, plus an additional surcharge of \$2.00 for each residential unit after the first unit, in accordance with RCW 19.27.085
State Building Code Council (SBCC) Surcharge - Commercial		\$25.00 for each building permit issued, plus an additional surcharge of \$2.00 for each residential unit after the first unit, in accordance with RCW 19.27.085
<b>General Comments</b>		
1)	Any person who commences any work on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits may be subject to an investigative fee.	
2)	Additional inspection outside of normal business hours or investigative fee rates are calculated at \$92.00 per hour (2 hour minimum).	
3)	A reinspection fee shall be calculated at \$92.00 per occurrence.	
4)	Additional plan review resulting from revisions, resubmittals and other documents shall be calculated at \$92.00 per hour of staff time expended.	
5)	Additional hourly rates for which no specific fee is identified shall be calculated at \$92.00 per hour.	
6)	Expedited plan review by the use of outside consultants for plan checking and/or inspections will be the actual cost calculated by outside consultant. The consultant fees shall be paid directly to the outside consultant. Thereafter, the Building Official will adjust the City's building permit review fees.	
7)	The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees as assessed.	
8)	Any time the use of a building or tenant space is changed, a change of use permit is required. The fee for a change of use permit is \$250.00. If alterations to the space are to be performed, additional permits and fees may be required such as building permit, plumbing permit, mechanical permit, etc. Please note that an electrical permit may be required for changes to the electrical service or wiring.	
9)	Foundation only permit for phased commercial and multifamily projects, 10 percent of the ICC Building Valuation.	
10)	Shell only permits for phased commercial and multifamily building, 80 percent of the ICC Building Valuation per square foot.	
11)	Review of minor additions or revisions to plans before permit issuance, \$92 per hour, minimum, one hour. Major revisions to plans will require a new plan review fee. Revisions submitted in response to plan review comments do not require additional plan review fee. Shell only permits for phased commercial and multifamily buildings, 80 percent of the ICC Building Valuation	
12)	Review of minor additions or revisions to plans after permit issuance, \$92 per hour, minimum, one hour.	
13)	Review of deferred submittals, \$92 per hour, minimum one hour.	
14)	Tenant improvements for shell building, 50 percent of the ICC Building valuation per square foot. Said tenant improvement is limited to nonstructural tenant alterations not included in the building permit for the new shell building. This work is limited to improvements of previously unoccupied space.	
15)	Work without permits; double fees for building permits and plan review fees.	
16)	Building permit extension (after two extensions have been previously authorized by the Building Official. The fee is 0.5 hours at the CED hourly rate (see Staff Review Fees under Other Fees section).	

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued</b>		
<b>Mechanical Permit Fees</b>		
New Single Family Residences and Duplex (per unit) Flat Fee		\$175.00
Residential (Prescriptive Design)		\$175.00
Commercial and Non-Prescriptive Residential		Per Valuation w/ Minimum \$175.00
New Commerical Building and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.		
<b>Project Valuation</b>		<b>Fee</b>
Up to \$5,000		\$85.00
\$5,000 - \$100,000		\$85.00 for the first \$5,000 plus \$17.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
> \$100,000		\$1,700.00 for the first \$100,000 plus \$12.00 for each additional \$1,000 or fraction thereof.
<b>Mechanical Review Fees</b>		
When plan reviews and/or specifications are required, the plan review fee shall be calculated at 25% of the Permit Fee.		
Small Tenant Improvements (mechanical < \$5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below:		
<b>Equipment Unit Schedule Description</b>		<b>Fee</b>
Permit Issuance		\$34.00
Issuing supplemental permits		\$12.00
Furnaces up to and including 100,000 BTU		\$22.00
Furnaces over 100,000 BTU		\$29.00
Appliance vents		\$12.00
Repair or additions to A/C systems		\$22.00
Boilers, compressors and absorption systems up to and including 3 horsepower		\$29.00
Boilers, compressors and absorption systems over 3 horsepower and including 15 horsepower		\$53.00
Boilers, compressors and absorption systems over 15 horsepower and including 30 horsepower		\$76.00
Boilers, compressors and absorption systems over 30 horsepower and including 50 horsepower		\$100.00
Boilers, compressors and absorption systems over 50 horsepower		\$123.00
Air handlers up to and including 25 tons		\$18.00
Air handlers over 25 tons		\$29.00
Evaporative coolers		\$41.00
Ventilation and exhaust (fans and hoods)		\$18.00
Incinerators, domestic type		\$29.00
Incinerators, international type		\$41.00
Each gas piping from 1 to 5 outlets		\$12.00
- Additional outlets per outlet		\$3.00
Miscellaneous		\$18.00

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>D.</b>	<b>GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued</b>	
	<b>PLUMBING PERMIT FEES</b>	
	New Single Family Residences and Duplex (per unit) flat fee	\$225.00
	New Commercial Buildings and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.	
	<b>Project Valuation</b>	<b>Fee</b>
	Up to \$5,000	\$85.00
	\$5,000 - \$100,000	\$85.00 for the first \$5,000 plus \$17.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
	\$100,000 and up	\$1,700.00 for the first \$100,000 plus \$12.00 for each additional \$1,000 or fraction thereof.
	<b>PLUMBING REVIEW FEES</b>	
	When plans and/or inspections are required, the plan review fee shall be calculated at 25% of the Permit Fee.	
	Small Tenant Improvements (mechanical < \$5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below.	
	<b>Equipment Unit Schedule</b>	<b>Fixture Fee</b>
	Permit Issuance	\$34.00
	Issuing supplemental permits	\$12.00
	Furnaces up to and including 100,000 BTU	\$22.00
	Each plumbing fixture with one trap	\$12.00
	Each building sewer	\$22.00
	Each drain for indoors rainwater system	\$12.00
	Each cesspool	\$35.00
	Each private sewage disposal system	\$59.00
	Each water heater and vent	\$12.00
	Each gas piping from 1 to 5 outlets	\$12.00
	- Additional outlets per outlet	\$3.00
	Each waste incinerator	\$12.00
	Water piping or water treating system	\$12.00
	Repair or alteration of drainage or vent	\$12.00
	Backflow device for lawn sprinklers	\$12.00
	Vacuum breakers from 1 to 5	\$12.00
	- Additional units over 5 per each	\$3.00
	Backflow device for other systems over 2 inches in diameters	\$24.00
	Cross connection of reclaimed water system	\$47.00
	Each graywater system	\$59.00
	Medical gas system from 1 to 5 outlets	\$71.00
	- Additional outlets over 5 per each	\$12.00

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>E. GEOGRAPHICAL INFORMATION SYSTEMS AND OTHER FEES</b>		
<b>Geographical Information Systems (GIS)</b>		
LABOR COSTS: Labor costs for preparation of requested GIS information shall be billed on a quarter of an hour (15-minute) basis, at the rate of \$12.50 per fifteen (15) minute period of labor, in addition to any applicable mapping and/or electronic media costs, set forth below:		
<b>Standard Mapping Products</b>		
Photo Quality Paper (11 X 17)		\$15.00 each
Wall Map (22 X 34)		\$20.00 each
Wall Map (33 X 44)		\$25.00 each
<b>ELECTRONIC MEDIA: CD-ROM</b>		\$15.00
<b>Administrative Services</b>		
Extra Duty Contracts - Administrative Fee		\$2.00 per hour
Extra Duty Contracts - Processing Fee		\$10.00 per invoice
Lien Filing Fee		\$50.00 plus all recording fees
<b>F. PUBLIC WORKS PERMIT FEES</b>		
<b>Administrative Fee</b>		
Technology Fee		2% of the total public works permit cost
<b>Permits</b>		
<b>Site Development Permit</b> (covers site work, including erosion control, clearing, grading and drainage)		
	<b>Project Value</b>	<b>Permit Fee</b>
	\$0 - 15,000	\$920.00
	\$15,001 - \$50,000	\$1,840.00
	\$50,001 - \$150,000	\$4,600.00
	\$150,001 - \$1,000,000	\$8,280.00
	Over \$1,000,001	\$16,560.00
<i>Project Value is defined as the value of all improvements outside the building footprint.</i>		
<b>Right-of-Way Permit</b> (authorization to use right-of-way for minor construction, parking or other non-intrusive use)		\$184.00 plus any staff time in excess of 2 hours at \$92.00 per hour
<b>Annual Right-of-Way Permit</b> (authorization for utility companies to use right-of-way for non-intrusive maintenance activities)		\$500.00
<b>Pavement Degradation Fee</b> : (recovers loss in pavement serviceability due to pavement cuts):		
	<b>Road Material, Type, PCI Score</b>	<b>PDF Fee</b>
	Flexible, High Volume, In moratorium	\$85.00 per square yard
	Flexible, High Volume, PCI 100-85	\$42.00 per square yard
	Flexible, High Volume, PCI 84-70	\$34.00 per square yard
	Flexible, High Volume, PCI 69-50	\$25.00 per square yard
	Rigid, High Volume, In moratorium	\$164.00 per square yard
	Rigid, High Volume, PCI 100-85	\$82.00 per square yard
	Rigid, High Volume, PCI 84-70	\$66.00 per square yard
	Rigid, High Volume, PCI 69-50	\$49.00 per square yard
	Flexible, Med-Low Volume, In moratorium	\$54.00 per square yard
	Flexible, Med-Low Volume, PCI 100-85	\$27.00 per square yard
	Flexible, Med-Low Volume, PCI 84-70	\$22.00 per square yard
	Flexible, Med-Low Volume, PCI 69-50	\$16.00 per square yard
	Rigid, Med-Low, In moratorium	\$142.00 per square yard
	Rigid, Med-Low, PCI 100-85	\$71.00 per square yard
	Rigid, Med-Low, PCI 84-70	\$57.00 per square yard
	Rigid, Med-Low, PCI 69-50	\$43.00 per square yard



## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>F.</b>	<b>PUBLIC WORKS PERMIT FEES - continued</b>	
	<b>Right-of-Way Vacation Permit</b> ( <i>"Sale" or vacation of city right-of-way to abutting property owners</i> )	\$1,840.00
	<b>Street Opening Permit</b> ( <i>Used to install new or repair/upgrade existing private and public facilities located in a street right-of-way; includes pavement cuts, excavation, traffic control, etc.</i> )	\$920.00 plus any staff time in excess of 10 hours at \$92.00 per hour
	<b>Oversize Load Permit</b> ( <i>all vehicles in excess of legal weight or size limitations according to RCW 46.44 shall obtain an oversize load permit prior to operating on Lakewood streets</i> )	Individual \$184.00 Annual \$552.00 Additional costs shall apply if police escorts or signal technician work is required.
	<b>Reinspection Fee</b> ( <i>to cover cost of each reinspection, required in conjunction with a Right-of-Way Permit, necessary to assure compliance with the requirements of the permit</i> )	\$92.00
	<b>General Inspection Fee</b> ( <i>for inspection not otherwise listed</i> )	\$92.00 per hour
	<b>Miscellaneous Permits</b> ( <i>any Public Works permit not covered by the fee schedule, if performed by an employee</i> )	Rate will be based on actual hourly costs, plus benefits (30%), operating costs (16%) and central services costs (16%)
	<b>Professional Services Contracts</b> ( <i>any private or public professional service contract needed</i> )	Rate will be billed 100%, plus 10% administrative charges

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>G.</b>	<b>PARKS AND RECREATION PROGRAMS (Facility/Use)</b>	
	<b>Parks, Recreation &amp; Community Services</b>	
	<b>Special Use Permit*</b>	
	Events	\$200.00 - \$500.00
	Colonial Plaza and Major events	\$1,000.00
	Event Deposit	\$250.00 - \$500.00 per event
	Additional event fees and services (plus 15% of gross private event revenue)	Market rate + 15%
	<i>* permit fee + extra costs associated with event (garbage, staff support, notification, sanitation, security, etc)</i>	
	<b>Alcohol Permit Fee ** (must be purchased in addition to a special use permit)</b>	
	Small events	\$200.00
	Large events	\$500.00
	Major events	\$1,000.00
	<b>** Special conditions apply</b>	
	<b>Facility Use Cancellation Fees</b>	
	- Recreation Administrative Fee	\$10.00 (non-refundable)
	- Special Use Permit - less than 30 days prior to	(0%) 100% retained by City
	- Special Use - 31-60 days prior to use	(50% refunded) 50% retained by City
	- Special Use - more than 61 days prior to use	(75% refunded) 25% retained by City
	<b>Lakewood Senior Activity Center (two hour minimum)</b>	
	Rainier Room - Full activity room	\$65.00 per hour
	Classroom	\$30.00 per hour
	Artroom	\$30.00 per hour
	Kitchen (only if available if renting full activity room)	\$15.00 per hour
	Facility Deposit	\$150.00
	Cleaning Fee	\$150.00
	Additional Staffing Fee	\$25.00 per hour
	<b>Cancellation Fees</b>	
	- Facility Deposit/Fees (less than 30 days)	(0%) 100% retained by City
	- Facility Deposit/Fees (31-60 days prior)	(50% refunded) 50% retained by City
	- Facility Deposit/Fees (more than 61 days prior)	(75% refunded) 25% retained by City
	<b>Boat Launch</b>	
	Per launch (Credit/Debit Cards Only)	\$15.00
	Resident Season Pass	\$125.00 plus tax
	Non-Resident Season Pass	\$150.00 plus tax
	Overnight Pass	\$50.00
	Commercial Pass	\$250.00
	<b>Outdoor Market Vendors</b>	
		<b>Daily Rate</b>
	Regular Stall 10x10	\$25.00
	Regular Stall 10x 20 or Food Trucks	\$50.00
	Please note that this fee structure does not apply to the City's annual SummerFEST event. Fees for SummerFEST vendors, sporting event coordinators, specialty activities, food trucks and other event elements may vary based on activity, logistics, location, anticipated guests, number of days or hours of operation, sponsorship, in-kind services and other conditions.	
	<b>Neighborhood Parks</b>	
	Field Preparation Fees	\$25.00
	Fields use	\$20.00 per hr (no prep); \$50.00 per game fee (2.5 hrs. and one prep per day)

**2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>G.</b>	<b>PARKS AND RECREATION PROGRAMS (Facility/Use) - continued</b>	
	<b>Fort Steilacoom Park</b>	
	<b>Large Picnic Shelter - Full day only May-Sep</b>	
	- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.	\$100.00
	- Full Day (10:00 a.m. - 7:00 p.m.) - May require a special use permit.	\$200.00
	<b>Small Picnic Shelters - Full day only May - Sep</b>	
	- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.	\$50.00
	- Full Day (10:00 a.m. - 7:00 p.m.)	\$75.00
	<b>Pavilion</b>	
	- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.	\$500.00
	- Full Day (10:00 a.m. - 7:00 p.m.)	\$1,000.00
	Hourly Rate (2 hour minimum)	\$150.00
	Deposit	\$250.00 - \$500.00
	Cleaning Fee	\$50.00 - \$70.00
	<b>Sport Field Use Fees</b>	
		<b>With one field preparation, per field, per day</b>
	- 1 Field	\$200.00
	- 2 Fields	\$275.00
	- 3 Fields	\$350.00
	- 4 Fields	\$425.00
	- 5 Fields	\$500.00
		<b>Without field preparation, per day</b>
	- 1 Field	\$150.00
	- 2 Fields	\$200.00
	- 3 Fields	\$250.00
	- 4 Fields	\$300.00
	- 5 Fields	\$350.00
	Baseball Field #5 at Fort Steilacoom Park	\$25.00 per game or \$50.00 per day
	<b>Single Sports Field (no preparation)</b>	\$40.00 per 60 minutes
	<b>Tournament Deposit and Cancellation Fee ( A full refund or credit less</b>	
	- Nonrefundable tournament reservation fee (does not go towards tournament fees)	\$100.00
	- Tournament Deposit Fee (will go towards tournament fees)	\$100.00 per field
	- Tournament cancelled less than 30 days prior	50% of deposit refunded
	- Tournament cancelled 31-60 days prior	75% of deposit refunded
	Youth soccer teams not associated with city leagues but use city fields for league play, per team. Field availability may vary and field prep fees apply.	
	- Age 10 years and under	\$100.00 per team
	- Age 11 - 18 years	\$125.00 per team
	- Adult, age over 18 years	regular field use rates apply
	Youth baseball teams not associated with city leagues but use city fields for league play, per team. Field availability may vary and field prep fees apply.	\$50.00 per game fee (2.5 hours and one prep per day)
	Field preparation (all sports)	\$50.00 per prep \$75 per mid day mound change

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>G.</b>	<b>PARKS AND RECREATION PROGRAMS (Facility/Use) - continued</b>	
	<b>Other Fees</b>	
	Open Space:	
	Half Day (10:00 a.m. - 2:00 p.m.) or (3:00 p.m. - 7:00 p.m.)	\$100.00
	Full Day (10:00 a.m. - 7:00 p.m.) - May require a special use permit.	\$200.00
	Jumpy House Permits - Must be inspected and requires insurance.	\$20.00 each
	Non-Refundable Vendor Application Fee	\$25.00
	Advertising banner	\$100.00 per day
	Concessions	\$25.00 - \$50.00 per day
	Additional Staff Fee	\$25.00 per hour
	Parking, camping and other revenue collected by renter for event	15% of gross revenue
	<b>Neighborhood Shelters - Full day only May-Sep</b>	
	- Half day (resident/nonresident): 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00	\$40.00 / \$50.00
	- Full Day (resident/nonresident): 10:00 a.m. - 7:00 p.m.	\$60.00 / \$75.00
	<b>McGavick Center Facility Use/Rental</b>	
	Non-profit organizations may rent the entire facility for a flat fee of \$1,500.00. The City's available days for rental/use are limited in number each year.	

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>H. FIRE CODE OFFICIAL &amp; INTERNATIONAL FIRE CODE (IFC) FEES</b>		
<b>Community &amp; Economic Development</b>		
<b>Site Development Plan Review</b> (plats, short plats, commercial projects, residential infill's etc.)		
	Basic review fee	\$250.00
	- Additional review (over two hours)	\$125.00 per hour
	Vehicle Gates (includes plan review, inspection and testing)	\$125.00 per hour
	<b>Construction Plan Review</b> - A plan review fee will be charged for fire department review of requirements for construction and inspection of the IFC requirements for buildings classified as Group A, B, E, F, H, I, M, R, S and U. The plan review fee shall be:	15% of the plan review fee established for Building Permit Plan Review with a minimum fee of \$125.00
<b>Fireworks Fees</b>		
1)	Fees for temporary fireworks stand permit	\$100.00
2)	Fees for a public display permit	\$245.00
3)	A liability insurance policy(ies) is/are required in accordance with the Fireworks Ordinance for both fireworks stands and public displays as follows:	
	- \$500,000 for injuries to any one person in one accident or occurrence;	
	- \$1,000,000 for injuries to two or more persons in any one accident or occurrence;	
	- \$500,000 for damage to property in any one accident or occurrence; and/or	
	- \$1,000,000 combines single limit for any one accident or occurrence	
4)	A bond for clean-up is required in accordance with the Fireworks Ordinance for all fireworks stands (in a bond or cashiers check)	\$500.00
<b>Fire Alarm Systems</b>		
	<b>Tenant Improvements</b> (1st four zones)	\$215.00 plus \$6.00 (per
	- Additional zones	\$54.00 (each)
	<b>Residential</b> (one and two-family dwellings)	\$215.00 plus \$6.00 (per
	<b>Commercial and Multi-Family</b> (1st four zones)	\$325 plus \$6.00 (per device)
	- Additional zones	\$54.00 (each)
	- Sprinkler supervision only	\$270.00
	<b>Fire Alarm Permit Fee</b> for upgrading of an existing system	50 percent (50%) of the fee
	Fire Alarm Plan Review Fee	25 percent (25%) of the
	<b>Underground Sprinkler Supply</b> (includes plan review,	\$325.00
<b>New Suppression Systems (Halon, CO2, Dry Chemical, FM200, Integren, etc.):</b>		
	- 1 to 5 nozzles	\$200.00
	- Over 5 nozzles	\$200.00 plus \$20.00 per nozzle over 5 nozzles
	- Bottle(s)	\$30.00 per bottle

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>H. FIRE CODE OFFICIAL &amp; INTERNATIONAL FIRE CODE (IFC) FEES - continued</b>		
<b>Above Ground Fire Sprinkler Systems</b>		
The fee for fire sprinkler systems shall be based on the Building Permit Fee Table. The valuation shall be based on the per square foot figure of sprinkler systems as established by policy in accordance with nationally-recognized standards.		
<b>Plan Review Fee</b> <i>(for the fire sprinkler systems are in addition to the permit fee)</i>		25 percent (25%) of the permit fee, with a minimum of \$125.00.
<b>Tenant Improvements</b> <i>(relocation and addition to existing system)</i>		valuation 20 percent (20%)
<b>System</b>		\$270.00
<b>Standpipes</b> (includes review, inspection and testing fees)		
Temporary Standpipe		\$162.00
Class I		\$184.00
Class II		\$297.00
Class III		\$318.00
<b>Other Fees</b>		
- Additional inspection fees may be imposed		\$50.00 for each additional inspection
- After hours inspections		\$75.00 hour (1-hour minimum)
Fire Pump Installations (includes review, inspection and testing fees)		\$540.00
Commercial Power Generator Installations (includes review, inspection and testing fees)		\$350.00
Battery Systems - Capacity over 50 Gallons		\$125.00
Compressed Gas Systems - Install, Modify, Repair or Abandon		\$200.00
Crogenic Fluids - Install or Modify		\$200.00
Emergency Responder Radio Coverage System - Install or Modify		\$200.00
Flammable and Combustible Liquids		
Installation of Modification of Commercial Tank, Piping or Distribution System		\$250.00
Installation of Modification to Pipeline System		\$125.00
Removal of Abandoned Tank in Place of Residential Tank		No Fee
Removal or Abandoned in Place of Residential Tank		\$55.00
Hazardous Materials - Installation, Repair, Abandon or Remove a Facility		\$125.00
Industrial Ovens - Installation		\$125.00
LP Gas - Installation of Storage and/or Distribution System		\$200.00
Solar/Polarvoltaic Power Systems (Commercial) - Installation and Modification		\$125.00
Spraying or Dipping Operations - Installation or Modification of Spray Booths, Room or Dip Tank		\$200.00
<b>False Fire Alarms</b>		
In the event of more than two false alarms in any 12 month period, the Fire chief may charge a fee for fire department response as specified below:		
- First and Second False Alarms		No Fee
- Third False Alarm		\$100.00
- Fourth and Additional False Alarms		\$250.00
EXCEPTION: False alarms resulting from the failure of a fire alarm service technician notifying the central, proprietary or remote monitoring station shall be billed at the rate of \$250.00 for each occurrence.		\$270.00 for each occurrence

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
H.	<b>FIRE CODE OFFICIAL &amp; INTERNATIONAL FIRE CODE (IFC) FEES - continued</b>	
	<b>Fire Code Permit Fees</b>	
	The following are annual fees, except where noted, in accordance with Section 105 of the International Fire Code.	
	Permit charges may be waived by the Fire Chief or Fire Marshal for the following: Activities of Washington State non- profit corporations and/or civic or fraternal organizations which possess an IRS tax exempt status. Proof of IRS tax exempt shall be presented at the time of permit application. Non-profit organizations may be charged 1/2 of the listed occupancy permit fees. However, any group shall be assessed a full permit fee if the approved conditions of the permit are modified or not adhered to by the applicant.	
	<b>Permit Type</b>	<b>Fee</b>
	Aerosol products	\$110.00
	Aircraft Refueling Vehicle	\$110.00
	Amusement Buildings	\$110.00
	- Haunted House - Commercial (Limited)	\$110.00
	- Bizaars, Boutiques, Booths or Displays	\$110.00
	- Flee Markets	\$110.00
	Aviation Facilities	\$110.00
	Carnivals and Fairs	
	- Commercial	\$110.00
	- Fairs, Bazaars, Famers Market, Etc.	\$110.00
	- Special Events - Outdoors	\$110.00
	Cellulose Nitrate Film	\$110.00
	Combustible Dust Producing Operations	\$110.00
	Combustible Fiber Storage	\$110.00
	Compressed Gases	\$110.00
	Covered and Open Mall Buildings	\$110.00
	- Kiosks, Concessions, Booths, Etc.	\$110.00
	- Used for Assembly (Limited)	\$110.00
	- Use of Open Flame (Limited)	\$110.00
	- Display of Flammable Liquid or Gas Filled	\$110.00
	Cryogenic Fluid	\$110.00
	Cutting and Welding	\$110.00
	Dry Cleaning	\$110.00
	Dust Producing Operations	\$110.00
	Explosives - Manufacture, Store, Handling, Sale or Use	\$110.00
	Fireworks Stand, Limited	\$110.00
	Flammable/Combustible Liquids	\$110.00
	Fruit and Crop Ripening	\$110.00
	Fumigation and/or Insecticidal Fogging	\$110.00
	Hazardous Material - Store, Transport, Dispense, Use of Handle	\$110.00
	HPM Facilities	\$110.00
	High Pile Storage	\$110.00
	Hot Work Operations	\$110.00
	Industrial Ovens	\$110.00
	Liquid or Gas-Filled Vehicles/Equipment in Assembly Bldgs.	\$110.00
	Lumber Yards and Woodworking Plants	\$110.00
	Magnesium	\$110.00

**2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>H.</b>	<b>FIRE CODE OFFICIAL &amp; INTERNATIONAL FIRE CODE (IFC) FEES - continued</b>	
	<b>Fire Code Permit Fees - continued</b>	
	<b>Permit Type (continued)</b>	<b>Fee</b>
	Mall (Covered)	\$110.00
	- Kiosks, Concessions, Booths, etc.	\$110.00
	- Used for Assembly (Limited)	\$110.00
	- Use Open Flame, etc. (Limited)	\$110.00
	- Display Flammable Liquid or Gas Filled	\$110.00
	Motor Vehicle Fuel Dispensing Station	\$110.00
	Organic Coatings	\$110.00
	Ovens- Industrial	\$110.00
	Parade Floats (limited)	\$110.00
	Place of Assembly	\$110.00
	Haunted House - Commercial (limited)	\$110.00
	Bazaars, Boutiques, Booths or Displays	\$110.00
	Flea Markets	\$250.00
	Other Special Events (Limited)	\$110.00
	Pyrotechnical Special Effects Material	\$110.00
	Radioactive Material	\$110.00
	Refrigeration Equipment (Commercial)	\$110.00
	Repair Garages	\$110.00
	Spraying and Dipping	\$110.00
	Tents and Canopies	\$110.00
	Tire and Storage	\$110.00
	Welding and Cutting	\$110.00
	<b>Tax Incentive Urban Use Center Fees</b>	
	- Application Fee	\$150.00 plus \$25.00 per multi-family unit, up to a maximum fee not to exceed \$300.00
	- Pierce County Assessor Processing Fee (specific to the Tax Incentive Urban Use Center Application Fee)	\$100.00
	- Extension to Conditional Certificate	\$50.00



## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
I.	<b>BUSINESS LICENSE FEE SCHEDULE</b>	
	<b>Community &amp; Economic Development</b>	
	General Business License (GBL)	\$60.00
	Renewal of GBL	\$60.00
	Temporary Business License	\$60.00
	Temporary Business License Renewal	\$60.00
	Pawnbroker Pawnshops	\$750.00
	Second-hand and/or salvage dealers	\$150.00
	Junk and/or salvage dealers	\$300.00
	Transient Trader in second-hand property	\$53.00
	Private Sales	No Fee
	Flea Markets	\$750.00
	Adult Cabaret Manager and Entertainer	\$150.00
	Adult Entertainment Establishment	\$1,125.00
	Panoram Premises License	\$1,125.00
	Panoram Device License	\$75.00 per device
	Panoram Owner License	\$1,125.00
	Panoram Manager License	\$113.00
	Carnivals and Circuses	\$150.00 per day
	- Five or less machines or devices	\$75.00 per week*
	- Five or more	\$15.00 per week per device*
	* Alternative to device fees	\$150.00 annual fee
	Wrecker License	\$150.00
	Public Dances, Cabarets, Dance Halls and Teenager Dances	
	- Cabaret	\$750.00
	- Public Dance Hall	\$150.00
	- Public Dances (per night)	\$53.00
	- Public Dances (annually)	\$150.00 (maximum of four
	- Teenager Dances	Same as Public Dances
	Massage Businesses	
	- Massage Business License	\$75.00
	- Massage Manager	\$75.00
	Bathhouses	
	- Public Bathhouse	\$750.00
	- Bathhouse Attendant	\$113.00
	- Bathhouse Manager	\$113.00
	Outdoor Public Music Festivals	\$1,125.00 per day of festival
	Bondsmen	\$750.00
	Theaters	\$150.00 per screen per year
	<i>Transfer of license fee (commercial kennel or cattery, hobby kennel, foster kennel, private kennel, grooming parlor, or pet shop)</i>	No fee
	Commercial Kennel/Cattery (6-50 dogs/cats)	\$100.00 plus \$2.00 per dog/cat
	Commercial Kennel/Cattery (over 50 dogs/cats)	\$100.00 plus \$200.00
	Solicitors and Peddlers	\$75.00 per solicitor or peddler

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>J.</b>	<b>RENTAL HOUSING SAFETY PROGRAM</b>	
	<b>Community &amp; Economic Development</b>	
	Detached Single Family Rental Flat Fee Per Unit	\$12.00
	Multi-Family Rental Flat Fee Per Unit	\$12.00
	Late Fee for Rental Housing Registration (up to one month past due):	
	Any applicant or licensee who fails to make application for a Rental Housing license or renewal, within 30 days after expiration of their rental license or of the commencement of business in the case of a new rental business, shall be subject to a late application fee, computed at 100 percent of the cost of the applicable license fee.	
	Certificate of Compliance	No Charge
	Certificate of Compliance Transfer to New Owner	No Charge
	Initial Safety Inspection	No Charge
	Reinspection	\$125.00
	Rental Housing Inspector's Initial Registration	\$0.00
	Rental Housing Inspector's Annual Renewal	\$10.00
<b>K.</b>	<b>SMALL WIRELESS FACILITIES</b>	
	<b>Community &amp; Economic Development</b>	
	Small Wireless Franchise Fee Deposit. Requires a deposit of \$5,000.00 with Small Wireless franchise application. The deposit is intended to cover all administrative expenses incurred by the City (including staff/consultant related time) associated with the review of each franchise application and associated franchise negotiations. Additional fees may apply if additional staff/consultant related time is necessary. Any application fee deposit monies not used for administrative expenses associated with the review of each franchise application and franchise negotiation will be returned to the applicant following the approval or denial of the franchise by the City Council. This administrative fee excludes normal permit fees required for work within the City Rights-of-way. City personnel will be tracking all hours expended for each Small Wireless application review and franchise negotiation. This deposit may also be applied to administrative costs associated with negotiate a Master License Agreement for Small Wireless Facilities on City Facilities.	\$5,000.00
	Small Wireless Facility Permit Fee (per facility)	\$100.00
	Small Wireless Facility Annual ROW Access Fee (in lieu of ROW permits)	\$270.00
	Small Wireless Facility Pole Attachment Fee ("Rent" per facility on City facilities) - This fee is prorated based on the number of days covered from Rent Commencement Date to December 31.	\$276.75
	Small Wireless Facility Pole Replacement Fee (per replaced pole)	\$1,000.00

## 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
<b>L.</b>	<b>ANIMAL CONTROL LICENSING FEES</b>	
	<b>Police</b>	
	The annual license fees for the ownership, keeping, or having control of dogs and/or cats in the City shall be as follows:	
	- Dogs (altered)	\$30.00
	- Dogs (unaltered)	\$65.00
	- Cats (altered)	\$20.00
	- Cats (unaltered)	\$65.00
	Reduced rates for physically disabled and senior citizens, 65 years of age or older:	
	- Dogs (altered)	\$10.00
	- Dogs (unaltered)	\$30.00
	- Cats (altered)	\$5.00
	- Cats (unaltered)	\$30.00
	Animals exempted from payment of fee - Guide Dog or Service Animal (with proof)	No Fee
	In order to receive the fee advantage for altered dogs and cats, an individual must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.	
<b>M.</b>	<b>BURGLAR/SECURITY ALARM PERMIT FEES</b>	
	<b>Police</b>	
	The fee for burglar/security alarm systems operating within the City of Lakewood as defined in Chapter 9A.13 of the Lakewood Municipal Code are as follows:	
	Annual Permit Fee	\$24.00
	- for Senior Citizens or Physically Disabled	\$12.00
	General False Alarm Fee	\$100.00 each incident
	Robbery False Alarm Fee	\$200.00 each incident
	Supplemental False Alarm Fee for Unregistered Alarm	\$100.00 each incident
	Late Fee if False Alarm Fee is not paid in 30 days of invoice	\$25.00
	Appeal Fee (refundable if fee is overturned)	\$50.00
	Alarm Company Fee for Failure to Verify Alarm Signal	\$100.00
	Alarm Company Fee for false statements concerning the inspection of an alarm site or alarm performance	\$200.00
	Failure to comply and provide customer lists to Alarm Administrator	\$25.00 per working day (after the initial 30-day notice expires, i.e. day 31)
	Failure to renew (assessed the Alarm Agreement Holding Company)	\$100.00
	Failure to obtain an alarm permit from the Police alarm Administrator	\$10.00 per each registered alarm user in City, with maximum of \$100.00
	Reinstatement fee for unregistered alarm installation company or unregistered company	Greater of 100.00 or \$10.00 per alarm user of letters that have been sent

**2021 2022 FEE SCHEDULE**

**Resolution ~~2020-2021~~-xxx Adopted by City Council on November ~~16, 2020~~ 15, 2021**

Fee Type		Fee Amount
<b>All</b>		
	Taxes and Pass-Through Costs	All appropriate taxes and pass-through costs are added to fees when they are incurred, even if not specified in the fee schedule.
<b>A.</b>	<b>Copies/Duplication</b>	
	<b>Legal/City Clerk</b>	
	Certification of documents and Affixing City Seal	\$0.15 per page + \$3.00
	Preparation of verbatim City Council minutes	\$50.00/hour
	Reproduction of City Council audio tapes	\$5.00
	CD-ROMs	\$1.00
	<b>Various Departments</b>	
	Public Records:	
	Copies of Public Records	\$0.15 per page
	Scanned Public Records into Electronic Format	\$0.10 per page
	Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	\$0.05 cents per 4 files or attachments
	Transmission of public records in an electronic format.	\$0.10 per gigabyte
	Digital Storage Media or Device; Container or Envelope used to mail copies to requestor and postage/delivery charge.	Actual Cost
	Note: - Charges can be combined if more than one type applies. - Pursuant to RCW 42.56.120(2)(b), the City of Lakewood is not calculating/assessing all actual costs for copying records because to do so would be unduly burdensome for the following reasons: (1) The City does not have the resources to conduct a study to determine all actual copying costs for every actual cost type; and (2) To conduct such a study would interfere with other essential city functions; and (3) even if the City were to conduct such a study, the systems in place facilitate tasks other than public records production.	
	Non Sufficient Funds (NSF) Fee	\$25.00
	<b>Public Works</b>	
	Engineering Standards Manual	Cost plus 15%
<b>B.</b>	<b>City Hall Rental Fees - Two-hour minimum reservation required for facility use</b>	
	Cleaning Fee (non-refundable)	\$50.00 (Saturday & Sunday only)
	City staff attendant	Hourly rate of City staff attendant.
	Up to a 15% Administrative charge may be added to actual expenses. In addition, an hourly rate fee will be charged for repairs or additional cleaning that is required as a result of an event.	

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>C. PLANNING AND DEVELOPMENT FEES</b>		
<b>Administrative Fee</b>		
Technology Fee		2% of the total planning permit cost
<b>Plat/Subdivision Fees</b>		
Preliminary Plat		\$3,850.00 plus \$100.00 per lot; plus \$2,500 hearing examiner deposit <sup>(1)</sup>
Plat Amendment (before final plat approval)		
	Major	\$1,320.00 plus \$100 per lot; plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
	Minor	\$660.00 plus \$100 per lot; \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Final Plat		\$2,750.00 plus \$50.00 per lot
Plat Alterations (after final plat approval)		\$2,500.00 plus <del>\$1,000</del> \$2,500 hearing examiner deposit <sup>(1)</sup>
Binding Site Plans		\$2,200.00
Short Plat		\$3,500.00
Short Plat Amendments		\$1,000.00
Boundary Line Adjustments (BLA)/Lot Combination		\$600.00
Recording Fees		Fees Not Included
<b>Discretionary Land Use Permits</b>		
Conditional Use Permits		\$2,200.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Master Facilities Plan		\$2,200.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Major Variances		\$1,200.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Major Variances for single family dwelling (where project valuation does not exceed \$12,000)		\$660.00
Administrative Variances		\$400.00
Administrative Use Permits		\$1500.00
Temporary Use Permits		\$200.00
Major Modifications of Permit Approval		1/2 of original permit cost
Minor Modifications of Permit Approval		1/4 of original permit cost
Shoreline Substantial Development Permit		\$2,300.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Shoreline Conditional Use Permit/Shoreline Variance		\$2,300.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
Written Shoreline Exempt Determination (The fee applies only to requests for a written determination by the Community and Economic Development Department that the project is exempt from the Shoreline Master Program.)		\$150.00
<b>Appeals &amp; Reconsiderations</b>		
Reconsideration of a Decision of the Hearing Examiner		\$300.00 plus \$2,500.00 hearing examiner cost deposit <sup>(1)</sup>
Appeal of the Administrative Officer's Decision		\$450.00
Appeal of SEPA Determination		\$450.00
<b>Amendments to Plans &amp; Regulations</b>		
Amendments to the Comprehensive Plan & other related policy documents		\$2,100.00
Amendments to Development Regulations		\$2,600.00
Amendments to the Shoreline Master Program		\$3,200.00
Site-Specific Rezone		\$3,100.00

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
C.	PLANNING AND DEVELOPMENT FEES (continued)	
Zoning Certification/Site Plan Review		
Single family dwelling construction in residential zones are subject to the following fee schedule:		
Construction Value:		
\$0 - \$74,999		\$50.00
\$75,000 - \$124,999		\$100.00
\$125,000 - \$224,999		\$150.00
Over \$225,000		\$300.00
Other Developments: All new buildings or exterior tenant improvements in commerical or industrial zones, and all other construction and development activity, other than single-family dwelling construction, are subject to the following fee:		
Construction Value	CED Zoning Certification Fee	Compliance check w/ permit conditions
\$0 - \$99,999	\$260.00	\$50.00
\$100,000 - \$249,999	\$530.00	\$200.00
\$250,000 - \$499,999	\$790.00	\$450.00
\$500,000 - \$999,999	\$1,000.00	\$700.00
\$1,000,000 - \$4,999,999	\$2,000.00	\$1,200.00
\$5,000,000 - \$10,000,000	\$2,500.00	\$1,700.00
Over \$10,000,000	\$3,000.00	\$2,200.00
Site Plan Review without a Building Permit. The zoning certification and site plan review fee for those development projects for which no building permit is required but which requires site plan review and a zoning certification, shall be based on the value of the proposed development to be undertaken. The value of the proposed construction/development shall be determined based on professional estimates by a licensed engineer, architect, landscape designer or contractor. These estimates may include but are not limited to, grade and fill of the site, paving, placement of utilities, lighting, landscaping, and other site improvements. The combined total of the cost estimates for all development on the site shall be the established value basis for the zoning certification and site plan review fee found in the table above.		
Zoning Certification with No Site Plan Review Required	A \$20.00 fee applies to zoning certifications where only a business license is required.	
	A \$50.00 fee applies to projects where the proposed land use must be reviewed with respect to development standards, but there is no requirement for submitting a site plan, e.g. an interior tenant improvement.	
Mixed Use Buildings	Site plan review and/or zoning certification application fees may be reduced by 50% if the application is for the construction of a mixed use building. Fee waivers do not apply to SEPA, short plat, subdivision or other permit requests associated with the development of a site, nor does fee reduction apply to mixed use development where the commercial and residential uses are not located within the same building.	

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>C. PLANNING AND DEVELOPMENT FEES - continued</b>		
<b>Miscellaneous Planning Fees</b>		
Accessory Living Quarters		\$100.00
Design Review		\$200.00
		Application fees may be reduced by 50% if the application is for a mixed use building. Fee reduction applies to site plan review/zoning certification and design review. Fee waivers do not apply to SEPA, short plat, subdivision or other permit requests associated with the development of a site, nor does fee reduction apply to mixed use development where the commercial and residential uses are not located within the same building.
Time Extensions		\$240.00
Annexation Petition		
	Notice of Intent to Commence Annexation	\$320.00
	Petition to Annex	\$2,500.00
<sup>(1)</sup> Hearing Examiner Fees		
Where Examiner Review is required for any related use permit, appeal, etc., the applicant is responsible for and required to pay actual Hearing Examiner costs, which may be higher or lower than the deposit amount.		
<b>Other Fees</b>		
Staff Review Fees (includes re-inspection and investigative fees, and additional staff review when the processing of the application exceeds the application base fees as outlined in the fee schedule.)		\$92.00 per hour
Development Agreement		\$2500.00
Pre-Application Conference		\$150.00 - Of this amount, \$100.00 can be applied to related permits filed within sixty (60) days of the preapplication conference
Final Certification of Occupancy/Site Certification		\$100.00
Home Occupation		\$200.00
Limited Home Occupation		\$50.00
Downtown Subarea Park Fee-in-Lieu of Common Open Space Construction		Up to 50% of valuation of required common open space (100 sq. ft. required per dwelling unit); see LMC 18B.530
Written Zoning Determination by the Assistant City Manager for Development Services		\$250.00
WTF Administrative Use Permit		\$800.00
WTF Conditional Use Permit		\$2,000.00

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>C. PLANNING AND DEVELOPMENT FEES - continued</b>		
<b>SEPA &amp; Wetland Fees</b>		
Written SEPA Exempt Determination (The fee applies only to requests for a written determination by the Community & Economic Development Department that the project is exempt from the requirements of SEPA.)		\$50.00
	Environmental Checklist for applicable Process I and II applications located outside of Downtown Subarea Plan Boundaries	\$550.00
	Environmental Checklist for applicable Process III, IV, and V applications (e.g. conditional use permits, variances, shoreline substantial development permits, plats, master plans, and land use map/text changes located outside of the Downtown Subarea Plan Boundaries	\$1,840.00
	Environmental Checklist for applicable Process V applications (e.g. generalized or comprehensive ordinance text amendments, area-wide amendments, annexations, and adoption of new planning-related ordinance)	Staff review hourly rate; \$2,500.00 deposit is required
	Environmental Checklist for projects inside of Downtown Subarea Plan Boundaries	\$50.00
	Environmental Impact Statement (EIS)	\$3,200.00 plus preparation at contract rate to be determined
	Reasonable Use Exception other than residential (RUE)	\$1,840.00 plus \$2,500.00 hearing examiner deposit <sup>(1)</sup>
	Residential RUE	\$500.00
	Additional SEPA Review (See WAC 197-11-335)	No charge, except any third-party consultant costs to the City.
	Downtown Subarea Planned Action Transportation Fee	\$2,174.00 per PM peak hour trip generated by use(s).
<b>Multi-Family Tax Exemption (MFTE) Applications (LMC 3.64.030)</b>		
Conditional Certificate Application		\$800.00
Extension of Conditional Certificate of Application		\$500.00
Final Certificate of Application		\$500.00
8-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)		\$800.00
12-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)		\$1,200.00
<b>Tree Removal/Replacement Permit Fees</b>		
Significant Tree Removal Permit		No Fees
Off-Site Tree Replacement Permit (when trees are not being replaced onsite)		\$400.00 for each replacement tree



~~2021~~ 2022 FEE SCHEDULE - continued

Fee Type		Fee Amount
D.	<b>GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS</b>	
	Building Permit fees shall be based upon valuation. The valuation shall be determined by the Building Official. For most projects the square footage costs in the most current Building Valuation Data Table published by the International Code Council (ICC) may be employed. For projects not covered by the table construction estimation tools such as Construction Cost Data by R.S. Means or the BNI <i>Construction Costbook</i> may be referenced as a guide.	
	Administrative Fee - Includes a technology fee equal to 2% of the total building permit cost.	
	Permit fees shall be calculated from valuation in the following manner:	
	<b>Valuation</b>	<b>Corresponding Permit Fee</b>
	\$0 - \$500	\$30.00
	\$501 - \$2,000	\$30.00 for the first \$500.00 plus \$4.00 for each additional \$100 or fraction thereof, to and including \$2,000.
	\$2,001 - \$25,000	\$90.00 for the first \$2,000.00 plus \$17.50 for each additional \$1,000 or fraction thereof, to and including \$25,000.
	\$25,001 - \$50,000	\$492.50 for the first \$25,000.00 plus \$12.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
	\$50,001 - \$100,000	\$805.00 for the first \$50,000.00 plus \$9.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
	\$100,001 - \$500,000	\$1,255.00 for the first \$100,000.00 plus \$7.25 for each additional \$1,000 or fraction thereof, to and including \$500,000.
	\$500,001 - \$1,000,000	\$4,155.00 for the first \$500,000.00 plus \$6.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
	\$1,000,001 - \$5,000,000	\$7,155.00 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to an including \$5,000,000.
	\$5,000,001 and up	\$23,155.00 for the first \$5,000,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof.

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued</b>		
<b>Plan Review Fees</b>		
Plan review fees shall be 65 percent (65%) of the Building Permit Fee with a minimum fee of one hour (\$92.00)		
Plan review for residential site specific base plans shall be \$500.		
<b>Other Fees</b>		
	<b>Demolition Fees</b>	
	Single Family (including duplex)	\$200.00
	Residential Accessory Building	\$100.00
	Commercial/Multi-Family (including mobile home parks)	
	Less than 10,000 square feet	\$200.00
	10,000 to 100,000 square feet	\$400.00
	100,000 square feet or more	\$600.00
	Mobile Home Setup Permit	\$184.00
State Building Code Council (SBCC) Surcharge - Residential		\$6.50 for each building permit issued, plus an additional surcharge of \$2.00 for each residential unit after the first unit, in accordance with RCW 19.27.085
State Building Code Council (SBCC) Surcharge - Commercial		\$25.00 for each building permit issued, plus an additional surcharge of \$2.00 for each residential unit after the first unit, in accordance with RCW 19.27.085
<b>General Comments</b>		
1)	Any person who commences any work on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits may be subject to an investigative fee.	
2)	Additional inspection outside of normal business hours or investigative fee rates are calculated at \$92.00 per hour (2 hour minimum).	
3)	A reinspection fee shall be calculated at \$92.00 per occurrence.	
4)	Additional plan review resulting from revisions, resubmittals and other documents shall be calculated at \$92.00 per hour of staff time expended.	
5)	Additional hourly rates for which no specific fee is identified shall be calculated at \$92.00 per hour.	
6)	Expedited plan review by the use of outside consultants for plan checking and/or inspections will be the actual cost calculated by outside consultant. The consultant fees shall be paid directly to the outside consultant. Thereafter, the Building Official will adjust the City's building permit review fees.	
7)	The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees as assessed.	
8)	Any time the use of a building or tenant space is changed, a change of use permit is required. The fee for a change of use permit is \$250.00. If alterations to the space are to be performed, additional permits and fees may be required such as building permit, plumbing permit, mechanical permit, etc. Please note that an electrical permit may be required for changes to the electrical service or wiring.	
9)	Foundation only permit for phased commercial and multifamily projects, 10 percent of the ICC Building Valuation.	
10)	Shell only permits for phased commercial and multifamily building, 80 percent of the ICC Building Valuation per square foot.	
11)	Review of minor additions or revisions to plans before permit issuance, \$92 per hour, minimum, one hour. Major revisions to plans will require a new plan review fee. Revisions submitted in response to plan review comments do not require additional plan review fee. Shell only permits for phased commercial and multifamily buildings, 80 percent of the ICC Building Valuation	
12)	Review of minor additions or revisions to plans after permit issuance, \$92 per hour, minimum, one hour.	
13)	Review of deferred submittals, \$92 per hour, minimum one hour.	
14)	Tenant improvements for shell building, 50 percent of the ICC Building valuation per square foot. Said tenant improvement is limited to nonstructural tenant alterations not included in the building permit for the new shell building. This work is limited to improvements of previously unoccupied space.	
15)	Work without permits; double fees for building permits and plan review fees.	
16)	Building permit extension (after two extensions have been previously authorized by the Building Official. The fee is 0.5 hours at the CED hourly rate (see Staff Review Fees under Other Fees section).	

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>D.</b>	<b>GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued</b>	
	<b>Mechanical Permit Fees</b>	
	New Single Family Residences and Duplex (per unit) Flat Fee	\$175.00
	Residential (Prescriptive Design)	\$175.00
	Commercial and Non-Prescriptive Residential	Per Valuation w/ Minimum \$175.00
	New Commerical Building and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.	
	<b>Project Valuation</b>	<b>Fee</b>
	Up to \$5,000	\$85.00
	\$5,000 - \$100,000	\$85.00 for the first \$5,000 plus \$17.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
	> \$100,000	\$1,700.00 for the first \$100,000 plus \$12.00 for each additional \$1,000 or fraction thereof.
	<b>Mechanical Review Fees</b>	
	When plan reviews and/or specifications are required, the plan review fee shall be calculated at 25% of the Permit Fee.	
	Small Tenant Improvements (mechanical < \$5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below:	
	<b>Equipment Unit Schedule Description</b>	<b>Fee</b>
	Permit Issuance	\$34.00
	Issuing supplemental permits	\$12.00
	Furnaces up to and including 100,000 BTU	\$22.00
	Furnaces over 100,000 BTU	\$29.00
	Appliance vents	\$12.00
	Repair or additions to A/C systems	\$22.00
	Boilers, compressors and absorption systems up to and including 3 horsepower	\$29.00
	Boilers, compressors and absorption systems over 3 horsepower and including 15 horsepower	\$53.00
	Boilers, compressors and absorption systems over 15 horsepower and including 30 horsepower	\$76.00
	Boilers, compressors and absorption systems over 30 horsepower and including 50 horsepower	\$100.00
	Boilers, compressors and absorption systems over 50 horsepower	\$123.00
	Air handlers up to and including 25 tons	\$18.00
	Air handlers over 25 tons	\$29.00
	Evaporative coolers	\$41.00
	Ventilation and exhaust (fans and hoods)	\$18.00
	Incinerators, domestic type	\$29.00
	Incinerators, international type	\$41.00
	Each gas piping from 1 to 5 outlets	\$12.00
	- Additional outlets per outlet	\$3.00
	Miscellaneous	\$18.00

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>D.</b>	<b>GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued</b>	
	<b>PLUMBING PERMIT FEES</b>	
	New Single Family Residences and Duplex (per unit) flat fee	\$225.00
	New Commercial Buildings and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.	
	<b>Project Valuation</b>	<b>Fee</b>
	Up to \$5,000	\$85.00
	\$5,000 - \$100,000	\$85.00 for the first \$5,000 plus \$17.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
	\$100,000 and up	\$1,700.00 for the first \$100,000 plus \$12.00 for each additional \$1,000 or fraction thereof.
	<b>PLUMBING REVIEW FEES</b>	
	When plans and/or inspections are required, the plan review fee shall be calculated at 25% of the Permit Fee.	
	Small Tenant Improvements (mechanical < \$5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below.	
	<b>Equipment Unit Schedule</b>	<b>Fixture Fee</b>
	Permit Issuance	\$34.00
	Issuing supplemental permits	\$12.00
	Furnaces up to and including 100,000 BTU	\$22.00
	Each plumbing fixture with one trap	\$12.00
	Each building sewer	\$22.00
	Each drain for indoors rainwater system	\$12.00
	Each cesspool	\$35.00
	Each private sewage disposal system	\$59.00
	Each water heater and vent	\$12.00
	Each gas piping from 1 to 5 outlets	\$12.00
	- Additional outlets per outlet	\$3.00
	Each waste incinerator	\$12.00
	Water piping or water treating system	\$12.00
	Repair or alteration of drainage or vent	\$12.00
	Backflow device for lawn sprinklers	\$12.00
	Vacuum breakers from 1 to 5	\$12.00
	- Additional units over 5 per each	\$3.00
	Backflow device for other systems over 2 inches in diameters	\$24.00
	Cross connection of reclaimed water system	\$47.00
	Each graywater system	\$59.00
	Medical gas system from 1 to 5 outlets	\$71.00
	- Additional outlets over 5 per each	\$12.00

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>E.</b>	<b>GEOGRAPHICAL INFORMATION SYSTEMS AND OTHER FEES</b>	
	<b>Geographical Information Systems (GIS)</b>	
	LABOR COSTS: Labor costs for preparation of requested GIS information shall be billed on a quarter of an hour (15-minute) basis, at the rate of \$12.50 per fifteen (15) minute period of labor, in addition to any applicable mapping and/or electronic media costs, set forth below:	
	<b>Standard Mapping Products</b>	
	Photo Quality Paper (11 X 17)	\$15.00 each
	Wall Map (22 X 34)	\$20.00 each
	Wall Map (33 X 44)	\$25.00 each
	<b>ELECTRONIC MEDIA: CD-ROM</b>	\$15.00
	<b>Administrative Services</b>	
	Extra Duty Contracts - Administrative Fee	\$2.00 per hour
	Extra Duty Contracts - Processing Fee	\$10.00 per invoice
	Lien Filing Fee	\$50.00 plus all recording fees
<b>F.</b>	<b>PUBLIC WORKS PERMIT FEES</b>	
	<b>Administrative Fee</b>	
	Technology Fee	2% of the total public works permit cost
	<b>Permits</b>	
	<b>Site Development Permit</b> (covers site work, including erosion control, clearing, grading and drainage)	
	<b>Project Value</b>	<b>Permit Fee</b>
	\$0 - 15,000	\$920.00
	\$15,001 - \$50,000	\$1,840.00
	\$50,001 - \$150,000	\$4,600.00
	\$150,001 - \$1,000,000	\$8,280.00
	Over \$1,000,001	\$16,560.00
	<i>Project Value is defined as the value of all improvements outside the building footprint.</i>	
	<b>Right-of-Way Permit</b> (authorization to use right-of-way for minor construction, parking or other non-intrusive use)	\$184.00 plus any staff time in excess of 2 hours at \$92.00 per hour
	<b>Annual Right-of-Way Permit</b> (authorization for utility companies to use right-of-way for non-intrusive maintenance activities)	\$500.00
	<b>Pavement Degradation Fee</b> : (recovers loss in pavement serviceability due to pavement cuts):	
	<b>Road Material, Type, PCI Score</b>	<b>PDF Fee</b>
	Flexible, High Volume, In moratorium	\$85.00 per square yard
	Flexible, High Volume, PCI 100-85	\$42.00 per square yard
	Flexible, High Volume, PCI 84-70	\$34.00 per square yard
	Flexible, High Volume, PCI 69-50	\$25.00 per square yard
	Rigid, High Volume, In moratorium	\$164.00 per square yard
	Rigid, High Volume, PCI 100-85	\$82.00 per square yard
	Rigid, High Volume, PCI 84-70	\$66.00 per square yard
	Rigid, High Volume, PCI 69-50	\$49.00 per square yard
	Flexible, Med-Low Volume, In moratorium	\$54.00 per square yard
	Flexible, Med-Low Volume, PCI 100-85	\$27.00 per square yard
	Flexible, Med-Low Volume, PCI 84-70	\$22.00 per square yard
	Flexible, Med-Low Volume, PCI 69-50	\$16.00 per square yard
	Rigid, Med-Low, In moratorium	\$142.00 per square yard
	Rigid, Med-Low, PCI 100-85	\$71.00 per square yard
	Rigid, Med-Low, PCI 84-70	\$57.00 per square yard
	Rigid, Med-Low, PCI 69-50	\$43.00 per square yard

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>F.</b>	<b>PUBLIC WORKS PERMIT FEES - continued</b>	
	<b>Right-of-Way Vacation Permit</b> ( <i>"Sale" or vacation of city right-of-way to abutting property owners</i> )	\$1,840.00
	<b>Street Opening Permit</b> ( <i>Used to install new or repair/upgrade existing private and public facilities located in a street right-of-way; includes pavement cuts, excavation, traffic control, etc.</i> )	\$920.00 plus any staff time in excess of 10 hours at \$92.00 per hour
	<b>Oversize Load Permit</b> ( <i>all vehicles in excess of legal weight or size limitations according to RCW 46.44 shall obtain an oversize load permit prior to operating on Lakewood streets</i> )	Individual \$184.00 Annual \$552.00 Additional costs shall apply if police escorts or signal technician work is required.
	<b>Reinspection Fee</b> ( <i>to cover cost of each reinspection, required in conjunction with a Right-of-Way Permit, necessary to assure compliance with the requirements of the permit</i> )	\$92.00
	<b>General Inspection Fee</b> ( <i>for inspection not otherwise listed</i> )	\$92.00 per hour
	<b>Miscellaneous Permits</b> ( <i>any Public Works permit not covered by the fee schedule, if performed by an employee</i> )	Rate will be based on actual hourly costs, plus benefits (30%), operating costs (16%) and central services costs (16%)
	<b>Professional Services Contracts</b> ( <i>any private or public professional service contract needed</i> )	Rate will be billed 100%, plus 10% administrative charges

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>G.</b>	<b>PARKS AND RECREATION PROGRAMS (Facility/Use)</b>	
	<b>Parks, Recreation &amp; Community Services</b>	
	<b>Special Use Permit*</b>	
	Events	\$200.00 - \$500.00
	Colonial Plaza and Major events	\$1,000.00
	Event Deposit	\$250.00 - \$500.00 per event
	Additional event fees and services (plus 15% of gross private event revenue)	Market rate + 15%
	<i>* permit fee + extra costs associated with event (garbage, staff support, notification, sanitation, security, etc)</i>	
	<b>Alcohol Permit Fee ** (must be purchased in addition to a special use permit)</b>	
	Small events	\$200.00
	Large events	\$500.00
	Major events	\$1,000.00
	<b>** Special conditions apply</b>	
	<b>Facility Use Cancellation Fees</b>	
	- Recreation Administrative Fee	\$10.00 (non-refundable)
	- Special Use Permit - less than 30 days prior to	(0%) 100% retained by City
	- Special Use - 31-60 days prior to use	(50% refunded) 50% retained by City
	- Special Use - more than 61 days prior to use	(75% refunded) 25% retained by City
	<b>Lakewood Senior Activity Center (two hour minimum)</b>	
	Rainier Room - Full activity room	\$65.00 per hour
	Classroom	\$30.00 per hour
	Artroom	\$30.00 per hour
	Kitchen (only if available if renting full activity room)	\$15.00 per hour
	Facility Deposit	\$150.00
	Cleaning Fee	\$150.00
	Additional Staffing Fee	\$25.00 per hour
	<b>Cancellation Fees</b>	
	- Facility Deposit/Fees (less than 30 days)	(0%) 100% retained by City
	- Facility Deposit/Fees (31-60 days prior)	(50% refunded) 50% retained by City
	- Facility Deposit/Fees (more than 61 days prior)	(75% refunded) 25% retained by City
	<b>Boat Launch</b>	
	Per launch (Credit/Debit Cards Only)	\$15.00
	Resident Season Pass	\$125.00 plus tax
	Non-Resident Season Pass	\$150.00 plus tax
	Overnight Pass	\$50.00
	Commercial Pass	\$250.00
	<b>Outdoor Market Vendors</b>	
		<b>Daily Rate</b>
	Regular Stall 10x10	\$25.00
	Regular Stall 10x 20 or Food Trucks	\$50.00
	Please note that this fee structure does not apply to the City's annual SummerFEST event. Fees for SummerFEST vendors, sporting event coordinators, specialty activities, food trucks and other event elements may vary based on activity, logistics, location, anticipated guests, number of days or hours of operation, sponsorship, in-kind services and other conditions.	
	<b>Neighborhood Parks</b>	
	Field Preparation Fees	\$25.00
	Fields use	\$20.00 per hr (no prep); \$50.00 per game fee (2.5 hrs. and one prep per day)

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>G.</b>	<b>PARKS AND RECREATION PROGRAMS (Facility/Use) - continued</b>	
	<b>Fort Steilacoom Park</b>	
	<b>Large Picnic Shelter - Full day only May-Sep</b>	
	- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.	\$100.00
	- Full Day (10:00 a.m. - 7:00 p.m.) - May require a special use permit.	\$200.00
	<b>Small Picnic Shelters - Full day only May - Sep</b>	
	- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.	\$50.00
	- Full Day (10:00 a.m. - 7:00 p.m.)	\$75.00
	<b>Pavilion</b>	
	- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.	\$500.00
	- Full Day (10:00 a.m. - 7:00 p.m.)	\$1,000.00
	Hourly Rate (2 hour minimum)	\$150.00
	Deposit	\$250.00 - \$500.00
	Cleaning Fee	\$50.00 - \$70.00
	<b>Sport Field Use Fees</b>	
		<b>With one field preparation, per field, per day</b>
	- 1 Field	\$200.00
	- 2 Fields	\$275.00
	- 3 Fields	\$350.00
	- 4 Fields	\$425.00
	- 5 Fields	\$500.00
		<b>Without field preparation, per day</b>
	- 1 Field	\$150.00
	- 2 Fields	\$200.00
	- 3 Fields	\$250.00
	- 4 Fields	\$300.00
	- 5 Fields	\$350.00
	Baseball Field #5 at Fort Steilacoom Park	\$25.00 per game or \$50.00 per day
	<b>Single Sports Field (no preparation)</b>	\$40.00 per 60 minutes
	<b>Tournament Deposit and Cancellation Fee ( A full refund or credit less</b>	
	- Nonrefundable tournament reservation fee (does not go towards tournament fees)	\$100.00
	- Tournament Deposit Fee (will go towards tournament fees)	\$100.00 per field
	- Tournament cancelled less than 30 days prior	50% of deposit refunded
	- Tournament cancelled 31-60 days prior	75% of deposit refunded
	Youth soccer teams not associated with city leagues but use city fields for league play, per team. Field availability may vary and field prep fees apply.	
	- Age 10 years and under	\$100.00 per team
	- Age 11 - 18 years	\$125.00 per team
	- Adult, age over 18 years	regular field use rates apply
	Youth baseball teams not associated with city leagues but use city fields for league play, per team. Field availability may vary and field prep fees apply.	\$50.00 per game fee (2.5 hours and one prep per day)
	Field preparation (all sports)	\$50.00 per prep \$75 per mid day mound change



**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>G.</b>	<b>PARKS AND RECREATION PROGRAMS (Facility/Use) - continued</b>	
	<b>Other Fees</b>	
	Open Space:	
	Half Day (10:00 a.m. - 2:00 p.m.) or (3:00 p.m. - 7:00 p.m.)	\$100.00
	Full Day (10:00 a.m. - 7:00 p.m.) - May require a special use permit.	\$200.00
	Jumpy House Permits - Must be inspected and requires insurance.	\$20.00 each
	Non-Refundable Vendor Application Fee	\$25.00
	Advertising banner	\$100.00 per day
	Concessions	\$25.00 - \$50.00 per day
	Additional Staff Fee	\$25.00 per hour
	Parking, camping and other revenue collected by renter for event	15% of gross revenue
	<b>Neighborhood Shelters - Full day only May-Sep</b>	
	- Half day (resident/nonresident): 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00	\$40.00 / \$50.00
	- Full Day (resident/nonresident): 10:00 a.m. - 7:00 p.m.	\$60.00 / \$75.00
	<b>McGavick Center Facility Use/Rental</b>	
	Non-profit organizations may rent the entire facility for a flat fee of \$1,500.00. The City's available days for rental/use are limited in number each year.	

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>H.</b>	<b>FIRE CODE OFFICIAL &amp; INTERNATIONAL FIRE CODE (IFC) FEES</b>	
	<b>Community &amp; Economic Development</b>	
	<b>Site Development Plan Review</b> (plats, short plats, commercial projects, residential infill's etc.)	
	Basic review fee	\$250.00
	- Additional review (over two hours)	\$125.00 per hour
	Vehicle Gates (includes plan review, inspection and testing)	\$125.00 per hour
	<b>Construction Plan Review</b> - A plan review fee will be charged for fire department review of requirements for construction and inspection of the IFC requirements for buildings classified as Group A, B, E, F, H, I, M, R, S and U. The plan review fee shall be:	15% of the plan review fee established for Building Permit Plan Review with a minimum fee of \$125.00
	<b>Fireworks Fees</b>	
	1) Fees for temporary fireworks stand permit	\$100.00
	2) Fees for a public display permit	\$245.00
	3) A liability insurance policy(ies) is/are required in accordance with the Fireworks Ordinance for both fireworks stands and public displays as follows:	
	- \$500,000 for injuries to any one person in one accident or occurrence;	
	- \$1,000,000 for injuries to two or more persons in any one accident or occurrence;	
	- \$500,000 for damage to property in any one accident or occurrence; and/or	
	- \$1,000,000 combines single limit for any one accident or occurrence	
	4) A bond for clean-up is required in accordance with the Fireworks Ordinance for all fireworks stands (in a bond or cashiers check)	\$500.00
	<b>Fire Alarm Systems</b>	
	<b>Tenant Improvements</b> (1st four zones)	\$215.00 plus \$6.00 (per
	- Additional zones	\$54.00 (each)
	<b>Residential</b> (one and two-family dwellings)	\$215.00 plus \$6.00 (per
	<b>Commercial and Multi-Family</b> (1st four zones)	\$325 plus \$6.00 (per device)
	- Additional zones	\$54.00 (each)
	- Sprinkler supervision only	\$270.00
	<b>Fire Alarm Permit Fee</b> for upgrading of an existing system	50 percent (50%) of the fee
	<b>Fire Alarm Plan Review Fee</b>	25 percent (25%) of the
	<b>Underground Sprinkler Supply</b> (includes plan review,	\$325.00
	<b>New Suppression Systems (Halon, CO2, Dry Chemical, FM200, Integren, etc.):</b>	
	- 1 to 5 nozzles	\$200.00
	- Over 5 nozzles	\$200.00 plus \$20.00 per nozzle over 5 nozzles
	- Bottle(s)	\$30.00 per bottle

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>H. FIRE CODE OFFICIAL &amp; INTERNATIONAL FIRE CODE (IFC) FEES - continued</b>		
<b>Above Ground Fire Sprinkler Systems</b>		
The fee for fire sprinkler systems shall be based on the Building Permit Fee Table. The valuation shall be based on the per square foot figure of sprinkler systems as established by policy in accordance with nationally-recognized standards.		
<b>Plan Review Fee</b> <i>(for the fire sprinkler systems are in addition to the permit fee)</i>		25 percent (25%) of the permit fee, with a minimum of \$125.00.
<b>Tenant Improvements</b> <i>(relocation and addition to existing system)</i>		valuation 20 percent (20%)
<b>System</b>		\$270.00
<b>Standpipes</b> (includes review, inspection and testing fees)		
Temporary Standpipe		\$162.00
Class I		\$184.00
Class II		\$297.00
Class III		\$318.00
<b>Other Fees</b>		
- Additional inspection fees may be imposed		\$50.00 for each additional inspection
- After hours inspections		\$75.00 hour (1-hour minimum)
Fire Pump Installations (includes review, inspection and testing fees)		\$540.00
Commercial Power Generator Installations (includes review, inspection and testing fees)		\$350.00
Battery Systems - Capacity over 50 Gallons		\$125.00
Compressed Gas Systems - Install, Modify, Repair or Abandon		\$200.00
Crogenic Fluids - Install or Modify		\$200.00
Emergency Responder Radio Coverage System - Install or Modify		\$200.00
Flammable and Combustible Liquids		
Installation of Modification of Commercial Tank, Piping or Distribution System		\$250.00
Installation of Modification to Pipeline System		\$125.00
Removal of Abandoned Tank in Place of Residential Tank		No Fee
Removal or Abandoned in Place of Residential Tank		\$55.00
Hazardous Materials - Installation, Repair, Abandon or Remove a Facility		\$125.00
Industrial Ovens - Installation		\$125.00
LP Gas - Installation of Storage and/or Distribution System		\$200.00
Solar/Polarvoltaic Power Systems (Commercial) - Intallation and Modification		\$125.00
Spraying or Dipping Operations - Installation or Modification of Spray Booths, Room or Dip Tank		\$200.00
<b>False Fire Alarms</b>		
In the event of more than two false alarms in any 12 month period, the Fire chief may charge a fee for fire department response as specified below:		
- First and Second False Alarms		No Fee
- Third False Alarm		\$100.00
- Fourth and Additional False Alarms		\$250.00
EXCEPTION: False alarms resulting from the failure of a fire alarm service technician notifying the central, proprietary or remote monitoring station shall be billed at the rate of \$250.00 for each occurrence.		\$270.00 for each occurrence

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>H.</b>	<b>FIRE CODE OFFICIAL &amp; INTERNATIONAL FIRE CODE (IFC) FEES - continued</b>	
	<b>Fire Code Permit Fees</b>	
	The following are annual fees, except where noted, in accordance with Section 105 of the International Fire Code.	
	Permit charges may be waived by the Fire Chief or Fire Marshal for the following: Activities of Washington State non- profit corporations and/or civic or fraternal organizations which possess an IRS tax exempt status. Proof of IRS tax exempt shall be presented at the time of permit application. Non-profit organizations may be charged 1/2 of the listed occupancy permit fees. However, any group shall be assessed a full permit fee if the approved conditions of the permit are modified or not adhered to by the applicant.	
	<b>Permit Type</b>	<b>Fee</b>
	Aerosol products	\$110.00
	Aircraft Refueling Vehicle	\$110.00
	Amusement Buildings	\$110.00
	- Haunted House - Commercial (Limited)	\$110.00
	- Bizaars, Boutiques, Booths or Displays	\$110.00
	- Flee Markets	\$110.00
	Aviation Facilities	\$110.00
	Carnivals and Fairs	
	- Commercial	\$110.00
	- Fairs, Bazaars, Famers Market, Etc.	\$110.00
	- Special Events - Outdoors	\$110.00
	Cellulose Nitrate Film	\$110.00
	Combustible Dust Producing Operations	\$110.00
	Combustible Fiber Storage	\$110.00
	Compressed Gases	\$110.00
	Covered and Open Mall Buildings	\$110.00
	- Kiosks, Concessions, Booths, Etc.	\$110.00
	- Used for Assembly (Limited)	\$110.00
	- Use of Open Flame (Limited)	\$110.00
	- Display of Flammable Liquid or Gas Filled	\$110.00
	Cryogenic Fluid	\$110.00
	Cutting and Welding	\$110.00
	Dry Cleaning	\$110.00
	Dust Producing Operations	\$110.00
	Explosives - Manufacture, Store, Handling, Sale or Use	\$110.00
	Fireworks Stand, Limited	\$110.00
	Flammable/Combustible Liquids	\$110.00
	Fruit and Crop Ripening	\$110.00
	Fumigation and/or Insecticidal Fogging	\$110.00
	Hazardous Material - Store, Transport, Dispense, Use of Handle	\$110.00
	HPM Facilities	\$110.00
	High Pile Storage	\$110.00
	Hot Work Operations	\$110.00
	Industrial Ovens	\$110.00
	Liquid or Gas-Filled Vehicles/Equipment in Assembly Bldgs.	\$110.00
	Lumber Yards and Woodworking Plants	\$110.00
	Magnesium	\$110.00

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
H.	<b>FIRE CODE OFFICIAL &amp; INTERNATIONAL FIRE CODE (IFC) FEES - continued</b>	
	<b>Fire Code Permit Fees - continued</b>	
	<b>Permit Type (continued)</b>	<b>Fee</b>
	Mall (Covered)	\$110.00
	- Kiosks, Concessions, Booths, etc.	\$110.00
	- Used for Assembly (Limited)	\$110.00
	- Use Open Flame, etc. (Limited)	\$110.00
	- Display Flammable Liquid or Gas Filled	\$110.00
	Motor Vehicle Fuel Dispensing Station	\$110.00
	Organic Coatings	\$110.00
	Ovens- Industrial	\$110.00
	Parade Floats (limited)	\$110.00
	Place of Assembly	\$110.00
	Haunted House - Commercial (limited)	\$110.00
	Bazaars, Boutiques, Booths or Displays	\$110.00
	Flea Markets	\$250.00
	Other Special Events (Limited)	\$110.00
	Pyrotechnical Special Effects Material	\$110.00
	Radioactive Material	\$110.00
	Refrigeration Equipment (Commercial)	\$110.00
	Repair Garages	\$110.00
	Spraying and Dipping	\$110.00
	Tents and Canopies	\$110.00
	Tire and Storage	\$110.00
	Welding and Cutting	\$110.00
	<b>Tax Incentive Urban Use Center Fees</b>	
	- Application Fee	\$150.00 plus \$25.00 per multi-family unit, up to a maximum fee not to exceed \$300.00
	- Pierce County Assessor Processing Fee (specific to the Tax Incentive Urban Use Center Application Fee)	\$100.00
	- Extension to Conditional Certificate	\$50.00

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>I.</b>	<b>BUSINESS LICENSE FEE SCHEDULE</b>	
	<b>Community &amp; Economic Development</b>	
	General Business License (GBL)	\$60.00
	Renewal of GBL	\$60.00
	Temporary Business License	\$60.00
	Temporary Business License Renewal	\$60.00
	Pawnbroker Pawnshops	\$750.00
	Second-hand and/or salvage dealers	\$150.00
	Junk and/or salvage dealers	\$300.00
	Transient Trader in second-hand property	\$53.00
	Private Sales	No Fee
	Flea Markets	\$750.00
	Adult Cabaret Manager and Entertainer	\$150.00
	Adult Entertainment Establishment	\$1,125.00
	Panoram Premises License	\$1,125.00
	Panoram Device License	\$75.00 per device
	Panoram Owner License	\$1,125.00
	Panoram Manager License	\$113.00
	Carnivals and Circuses	\$150.00 per day
	- Five or less machines or devices	\$75.00 per week*
	- Five or more	\$15.00 per week per device*
	* Alternative to device fees	\$150.00 annual fee
	Wrecker License	\$150.00
	Public Dances, Cabarets, Dance Halls and Teenager Dances	
	- Cabaret	\$750.00
	- Public Dance Hall	\$150.00
	- Public Dances (per night)	\$53.00
	- Public Dances (annually)	\$150.00 (maximum of four
	- Teenager Dances	Same as Public Dances
	Massage Businesses	
	- Massage Business License	\$75.00
	- Massage Manager	\$75.00
	Bathhouses	
	- Public Bathhouse	\$750.00
	- Bathhouse Attendant	\$113.00
	- Bathhouse Manager	\$113.00
	Outdoor Public Music Festivals	\$1,125.00 per day of festival
	Bondsmen	\$750.00
	Theaters	\$150.00 per screen per year
	<i>Transfer of license fee (commercial kennel or cattery, hobby kennel, foster kennel, private kennel, grooming parlor, or pet shop)</i>	No fee
	Commercial Kennel/Cattery (6-50 dogs/cats)	\$100.00 plus \$2.00 per dog/cat
	Commercial Kennel/Cattery (over 50 dogs/cats)	\$100.00 plus \$200.00
	Solicitors and Peddlers	\$75.00 per solicitor or peddler

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>J.</b>	<b>RENTAL HOUSING SAFETY PROGRAM</b>	
	<b>Community &amp; Economic Development</b>	
	Detached Single Family Rental Flat Fee Per Unit	\$12.00
	Multi-Family Rental Flat Fee Per Unit	\$12.00
	Late Fee for Rental Housing Registration (up to one month past due):	
	Any applicant or licensee who fails to make application for a Rental Housing license or renewal, within 30 days after expiration of their rental license or of the commencement of business in the case of a new rental business, shall be subject to a late application fee, computed at 100 percent of the cost of the applicable license fee.	
	Certificate of Compliance	No Charge
	Certificate of Compliance Transfer to New Owner	No Charge
	Initial Safety Inspection	No Charge
	Reinspection	\$125.00
	Rental Housing Inspector's Initial Registration	\$0.00
	Rental Housing Inspector's Annual Renewal	\$10.00
<b>K.</b>	<b>SMALL WIRELESS FACILITIES</b>	
	<b>Community &amp; Economic Development</b>	
	Small Wireless Franchise Fee Deposit. Requires a deposit of \$5,000.00 with Small Wireless franchise application. The deposit is intended to cover all administrative expenses incurred by the City (including staff/consultant related time) associated with the review of each franchise application and associated franchise negotiations. Additional fees may apply if additional staff/consultant related time is necessary. Any application fee deposit monies not used for administrative expenses associated with the review of each franchise application and franchise negotiation will be returned to the applicant following the approval or denial of the franchise by the City Council. This administrative fee excludes normal permit fees required for work within the City Rights-of-way. City personnel will be tracking all hours expended for each Small Wireless application review and franchise negotiation. This deposit may also be applied to administrative costs associated with negotiate a Master License Agreement for Small Wireless Facilities on City Facilities.	\$5,000.00
	Small Wireless Facility Permit Fee (per facility)	\$100.00
	Small Wireless Facility Annual ROW Access Fee (in lieu of ROW permits)	\$270.00
	Small Wireless Facility Pole Attachment Fee ("Rent" per facility on City facilities) - This fee is prorated based on the number of days covered from Rent Commencement Date to December 31.	\$276.75
	Small Wireless Facility Pole Replacement Fee (per replaced pole)	\$1,000.00

**2021 2022 FEE SCHEDULE - continued**

Fee Type		Fee Amount
<b>L.</b>	<b>ANIMAL CONTROL LICENSING FEES</b>	
	<b>Police</b>	
	The annual license fees for the ownership, keeping, or having control of dogs and/or cats in the City shall be as follows:	
	- Dogs (altered)	<del>\$20.00</del> \$30.00
	- Dogs (unaltered)	<del>\$55.00</del> \$65.00
	- Cats (altered)	<del>\$12.00</del> \$20.00
	- Cats (unaltered)	<del>\$55.00</del> \$65.00
	Reduced rates for physically disabled and senior citizens, 65 years of age or older:	
	- Dogs (altered)	\$10.00
	- Dogs (unaltered)	\$30.00
	- Cats (altered)	<del>\$4.00</del> \$5.00
	- Cats (unaltered)	\$30.00
	Animals exempted from payment of fee - Guide Dog or Service Animal (with proof)	No Fee
	In order to receive the fee advantage for altered dogs and cats, an individual must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.	
<b>M.</b>	<b>BURGLAR/SECURITY ALARM PERMIT FEES</b>	
	<b>Police</b>	
	The fee for burglar/security alarm systems operating within the City of Lakewood as defined in Chapter 9A.13 of the Lakewood Municipal Code are as follows:	
	Annual Permit Fee	\$24.00
	- for Senior Citizens or Physically Disabled	\$12.00
	General False Alarm Fee	\$100.00 each incident
	Robbery False Alarm Fee	\$200.00 each incident
	Supplemental False Alarm Fee for Unregistered Alarm	\$100.00 each incident
	Late Fee if False Alarm Fee is not paid in 30 days of invoice	\$25.00
	Appeal Fee (refundable if fee is overturned)	\$50.00
	Alarm Company Fee for Failure to Verify Alarm Signal	\$100.00
	Alarm Company Fee for false statements concerning the inspection of an alarm site or alarm performance	\$200.00
	Failure to comply and provide customer lists to Alarm Administrator	\$25.00 per working day (after the initial 30-day notice expires, i.e. day 31)
	Failure to renew (assessed the Alarm Agreement Holding Company)	\$100.00
	Failure to obtain an alarm permit from the Police alarm Administrator	\$10.00 per each registered alarm user in City, with maximum of \$100.00
	Reinstatement fee for unregistered alarm installation company or unregistered company	Greater of 100.00 or \$10.00 per alarm user of letters that have been sent



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> November 15, 2021	<b>TITLE:</b> A RESOLUTION of the City Council of the City of Lakewood, Washington setting the 2022 Docket of Potential Amendments to the Lakewood Comprehensive Plan, including the Future Land Use and Zoning Maps, and to the Lakewood Land Use & Development Code.	<b>TYPE OF ACTION:</b>  __ORDINANCE NO. <u>X</u> RESOLUTION NO. 2021-14 __MOTION NO. __OTHER
<b>REVIEW:</b> October 25, 2021 Study Session November 1, 2021 Public Hearing	<b>ATTACHMENTS:</b> Draft Resolution 2021-14	

**SUBMITTED BY:** David Bugher, Assistant City Manager for Development Services  
Tiffany Speir, Long Range & Strategic Planning Manager

**RECOMMENDATION:** It is recommended that the City Council approve the attached Resolution setting the 2022 docket of potential amendments to the Lakewood Comprehensive Plan, including the Future Land Use and Zoning Maps, and related amendments to the Lakewood Development Code.

**DISCUSSION:** The City Council held a study session on the Planning Commission-recommended 2022 Comprehensive Plan/Zoning Map Amendment (22CPA) Docket on October 15 and held a public hearing on November 1. Attached is a draft Resolution (Attachment A) with the description of the 22CPA Docket items (Resolution Exhibit A) for Council consideration. Per the City Council's discussion regarding the Tree Preservation Code update, Amendment 2022-01 has been amended to only include rezoning parcels around St. Clare Hospital to Open Space and Recreation to preserve the Garry Oaks thereon.

**ALTERNATIVE(S):** The Council could amend the proposed Resolution; the Council could also not adopt it.

**FISCAL IMPACT:** The amendments in the 2022 Comprehensive Plan/Zoning Map Amendment Docket include redesignating and rezoning parcels and amending the text and maps of the Lakewood Comprehensive Plan and amending the text of LMC Title 18A and 18C. Fiscal impact will be related to the administrative implementation of these amendments.

Prepared by: Tiffany Speir, Long Range & Strategic Planning Manager

Department Director: Dave Bugher, Assistant City Manager for Development Services

  
\_\_\_\_\_  
City Manager Review

**Attachment A**  
**RESOLUTION NO. 2021-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD,  
WASHINGTON, ESTABLISHING THE 2022 DOCKET OF COMPREHENSIVE PLAN  
LAND USE/ ZONING MAP AND POLICY AMENDMENTS**

**WHEREAS**, under RCW 36.70A.130(2), Comprehensive Plan policy or map amendments may be initiated by the City or by other entities, organizations, or individuals through petitions filed with the City on or before the last business day of July of each year; and

**WHEREAS**, the City of Lakewood received the following timely applications to amend the Comprehensive Plan and Land Use & Development Regulations in 2022:

**CITY-INITIATED TEXT AMENDMENT APPLICATIONS** (*Text for each being prepared*)

- 2022-01** Redesignate and rezone parcels hosting Garry Oaks near St. Clare Hospital from Public Institutional (PI) to Open Space & Recreation 1 (OSR1)
- 2022-02** Update Tillicum 2011 Neighborhood Plan and Tillicum Center of Local Importance (CoLI)
- 2022-03** Review and update of Housing Chapter and related amendments to LMC Title 18A development regulations
- 2022-04** Review Comprehensive Plan Zoning and Policies and Municipal Code related to Adult Family Homes (AFHs) to determine whether to allow AFHs in Air Corridor 1 (AC1) and Air Corridor 2 (AC2) zones)
- 2022-05** Update sections of the Comprehensive Plan to reflect the adoption of VISION 2050 by the Puget Sound Regional Council (see, e.g., Section 1.6.7.1)
- 2022-06** Update Comprehensive Plan Figures 3-5, 3-6, and 3-8 to reflect adoption of the 2020 Parks Legacy Plan; update Figure 4.1 with an updated Urban Focus Area map depicting the Downtown and Lakewood Station District Subareas, the Tillicum Neighborhood, and the City Landmarks listed in Section 4.4 text.
- 2022-07** Parking requirements in LMC Chapters 18A.80 (Citywide) and in 18C.600 (Lakewood Station District Subarea Plan)

**WHEREAS**, on July 16, 2021, the Community and Economic Development Department published a Notice of Application Availability on the City's website and in the City Manager's Bulletin; and

**WHEREAS**, on August 26, 2021, the Community and Economic Development Department published a Notice of Public Hearing in The News Tribune; and

**WHEREAS**, On September 15, 2021 the Planning Commission held a duly noticed public hearing on the proposed 2022 Comprehensive Plan Zoning Map and Text Amendment docket; and

**WHEREAS**, on October 6, 2021, the Lakewood Planning Commission reviewed the applications, docketing recommendations, and public comment; and

**WHEREAS**, also on October 6, 2021, the Lakewood Planning Commission adopted a motion approving docketing recommendations to the Lakewood City Council; and

**WHEREAS**, amendment proposals placed on the docket will undergo further public, agency, and environmental review, consideration by the Planning Commission, and final consideration by the Lakewood City Council; however, placing a proposal on the docket does not guarantee or imply its ultimate approval.

**NOW, THEREFORE BE IT RESOLVED** by the Lakewood City Council:

The Council finds that each of the following applications sufficiently meet the docketing criteria and are hereby included in the 2022 Lakewood Comprehensive Plan and Land Use & Development Code docket (see **EXHIBIT A.**)

**PASSED** by the City Council this 15<sup>th</sup> day of November, 2021.

**CITY OF LAKEWOOD**

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

Attest:

\_\_\_\_\_  
Briana Schumacher, City Clerk

Approved as to Form:

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

**EXHIBIT A**  
*Summary of maps and text affected by proposed  
2022 Comprehensive Plan Amendments*

**CITY-INITIATED TEXT AMENDMENT APPLICATIONS**

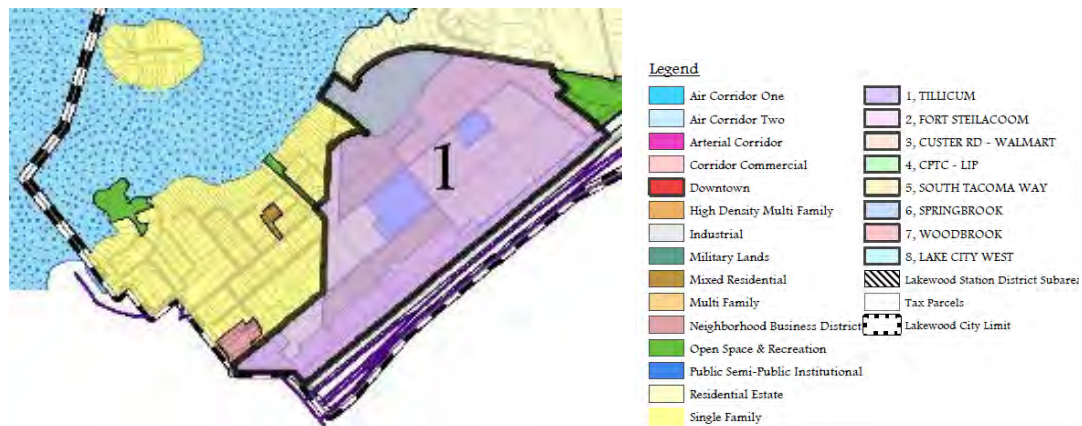
**2022-01 Redesignation and rezoning zone of acreage hosting Garry Oaks near St. Clare Hospital from Public Institutional (PI) to Open Space & Recreation 1 (OSR1)**



## 2022-02 Update of Tillicum Neighborhood Plan and Tillicum Center of Local Importance (CoLI)

The City adopted the Tillicum Neighborhood Plan in June 2011. Since at least 2014, Tillicum has been designated as a Center of Local Importance (CoLI) based on its characteristics as a compact, walkable community with its own unique identity and character. The area is geographically isolated from the rest of Lakewood because of inadequate street connections. The only practical access to the area is provided by I-5. This center provides a sense of place and serves as a gathering point for both neighborhood residents and the larger region with regard to the resources it provides for Camp Murray, JBLM, and access to American Lake. The Tillicum area is subject to specific treatment in the Comprehensive Plan (Section 3.10, Goal LU-52, LU-53 and Policies LU-53.1 through LU-53.4.)

The amendment will allow for a review and update of the Neighborhood Plan to reflect actions taken since its adoption; the amendment will also allow for a review of the CoLI description, its boundaries, and its land use densities. A map showing the existing Tillicum CoLI is included here:



Recently, Habitat for Humanity acquired a lot adjacent to the properties that were rezoned from Residential 3 (R3) to Mixed Residential 2 (MR2) in 2021. For the 22CPAs process, Habitat submitted an application for a Comprehensive Plan/Zoning Code amendment to redesignate the single parcel from Single Family/R3 to Mixed Residential/MR2. The Habitat proposal will be reviewed as part of the 2022-02 review where the Tillicum CoLI boundaries and density would be subject to adjustment.

### **1.4.1 Controlling Sprawl**

\* \* \*

- Targeted residential growth in specific neighborhoods.

A number of residential areas will be rejuvenated as high-density neighborhoods supported by public open space, neighborhood commercial centers, and other amenities, including the portions of the Springbrook neighborhood shown in Figure 2.9, the Custer neighborhood in north central Lakewood, the northern portion of Tillicum, the Downtown Subarea, and the Lakewood Station District Subarea.

- Focused investment.

Public investment will be focused on the areas of the city where major change is desired such as the City's Downtown Subarea, coterminous with the designated Regional Growth Center. Spending will be prioritized to achieve the coherent set of goals established in this plan. As required by law, capital expenditure will be consistent with the comprehensive plan, providing a rational basis for fiscal decision-making. Specifically, public investment will be tied to growth; thus, areas targeted for increased housing and employment density will have top priority for City spending. The City has spent over \$24 million on projects in the Springbrook, Woodbrook and Tillicum areas since 2004, including extension of sanitary sewer service to Tillicum and Woodbrook, extension of water service to Springbrook, and substantial roadway improvements in these areas.

\* \* \*

### **1.5 How Will this Plan Be Used?**

Following adoption in 2000, this Comprehensive Plan was implemented in large part through adoption of a number of programs, plans, and codes. Some of these additional documents include:

- A zoning code that is consistent with the Comprehensive Plan land use designations;
- Sub-area, corridor, and gateway plans for specific portions of Lakewood. Sub-area plans have been prepared for Tillicum and the Woodbrook Industrial Park;

\* \* \*

### **1.6.7 Regional Planning Policies**

In addition to the GMA, this plan is required to comply with VISION 2050, the multi-county policies, and Pierce County's County-Wide Planning Policies (CWPP). This plan shares many of the VISION 2050 goals, especially expanding housing choice and increasing job opportunities for community residents. Urban scale neighborhood redevelopment proposed for: the Downtown Subarea; the Lakewood Station District Subarea; portions of Springbrook; Tillicum; and elsewhere exemplifies the type of urban growth envisioned by these regional policies. Numerous other features, including improved pedestrian and bicycle networks, compact urban design types, and balanced employment and housing, further demonstrate this consistency. The goals and policies comprising Lakewood's Comprehensive Plan also reflect the emphasis of each of the major CWPP issue areas. In particular, the Future Land-Use Map is based on the

CWPP's land-use principles. This is reiterated in the corresponding goals and policies associated with the map, which comprise the land-use chapter.

\* \* \*

## **1.7 2015 Update**

\* \* \*

In 2014 the City designated eight (8) Centers of Local Importance (COLIs). These COLIs were adopted in Section 2.5 (Land Use Maps chapter) of this comprehensive plan. Centers of Local Importance are designated in order to focus development and funding to areas that are important to the local community. Residential COLIs are intended to promote compact, pedestrian oriented development with a mix of uses, proximity to diverse services, and a variety of appropriate housing options. COLIs may also be used to identify established industrial areas. The Centers of Local Importance identified for the City of Lakewood include:

- A. Tillicum
- B. Fort Steilacoom/Oakbrook
- C. Custer Road
- D. Lakewood Industrial Park/CPTC
- E. South Tacoma Way
- F. Springbrook
- G. Woodbrook
- H. Lake City West

\* \* \*

## **2.5 Centers of Local Importance**

\* \* \*

### **2.5.1 Tillicum**

The community of Tillicum, Figure 2.4, is designated as a CoLI based on its characteristics as a compact, walkable community with its own unique identity and character. The area is located just outside the main gates of both Joint Base Lewis-McChord (JBLM) and Camp Murray National Guard Base ("Camp Murray"). The area is geographically isolated from the rest of Lakewood because of inadequate street connections. The only practical access to the area is provided by I-5. This center provides a sense of place and serves as a gathering point for both neighborhood residents and the larger region with regard to the resources it provides for Camp Murray, JBLM, and access to American Lake.

The Tillicum area includes many of the design features for a Center of Local Importance (CoLI) as described in CWPP UGA-50, including:

- Civic services including the Tillicum Community Center, Tillicum Elementary School, a fire station, JBLM and Camp Murray, the Tillicum Youth and Family Center, and several veterans service providers;
- Commercial properties along Union Ave. SW that serve highway traffic from I-5, personnel from

JBLM and Camp Murray, and local residents;

- Recreational facilities including Harry Todd Park, Bills Boathouse Marina, the Commencement Bay Rowing Club, and a WDFW boat launch facility that attracts boaters from around the region;
- Historic resources including Thornewood Castle. Much of the area was developed between 1908 and the 1940s. The street pattern around Harry Todd Park reflects the alignment of a trolley line that served the area in the early 1900's;
- Approximately 62 acres partially developed with, and zoned for, multi-family residential uses; and
- The Tillicum area is subject to specific treatment in the Comprehensive Plan (Section 3.10, Goal LU-52, LU-53 and Policies LU-53.1 through LU-53.4.) Additionally, the City adopted the Tillicum Neighborhood Plan in June 2011.

\* \* \*

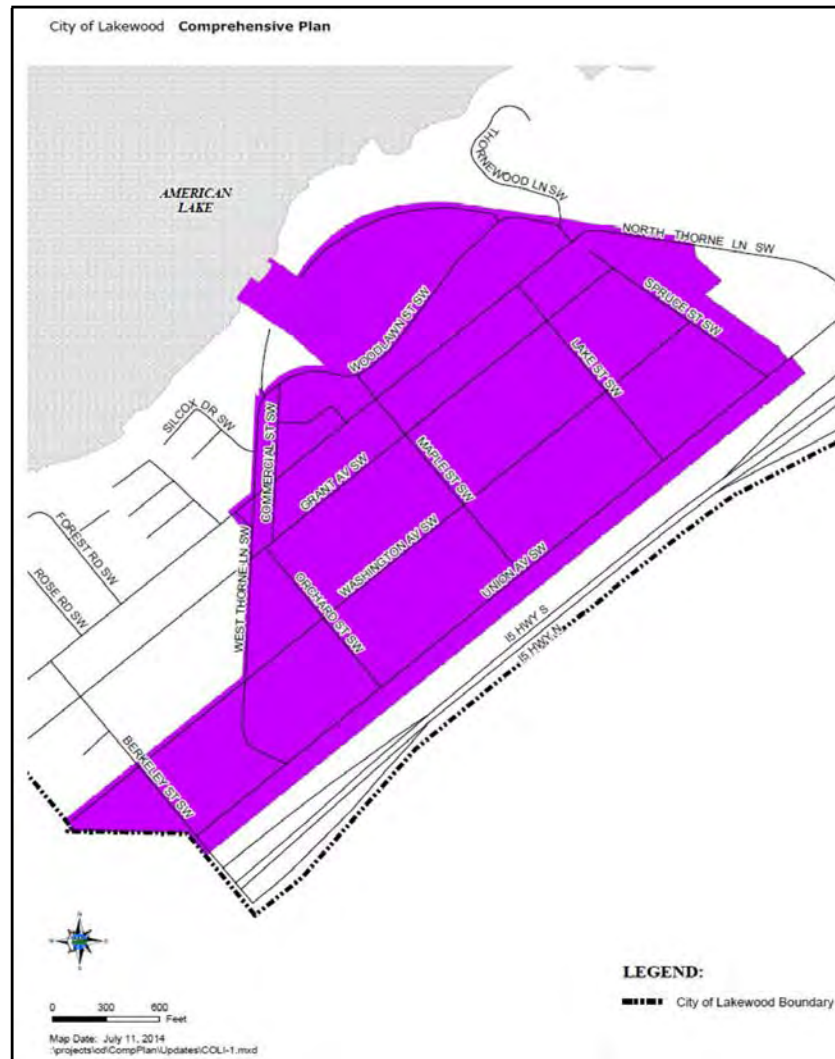


Figure 2.4



## **Tillicum Center of Local Importance**

\* \* \*

### **3.2.9 Housing Resources**

\* \* \*

## **B. Other Lakewood Support for Housing**

Lakewood continues to partner with many organizations providing and improving housing. Lakewood's partnership with Tacoma-Pierce County Habitat for Humanity has increased homeownership opportunities for low-income households through new construction and housing rehabilitation. Partners with Habitat, including the City of Lakewood and Rebuilding Together South Sound, work together with limited funding and broad community support, including student volunteers, to provide much-needed housing. In the Tillicum neighborhood alone, Habitat is in the process of constructing 31 new affordable single family residences. The addition of these units constitutes a 21% increase in owner-occupied residences in census tract 72000. Lakewood has also provided financial support for rehabilitation and improvements of properties through various non-profit organizations such as Rebuilding Together South Sound, in addition to properties owned by Network Tacoma, Living Access Support Alliance, and the Pierce County Housing Authority.

\* \* \*

- LU-2.8** Continue to provide technical assistance for redevelopment of land in Lake City, Lakeview, Springbrook, Tillicum, and lands located in the City's residential target areas (RTAs) and senior overlay.

\* \* \*

### **3.10 Isolated Areas**

Lakewood has three significant areas that are geographically isolated from the rest of the City: Springbrook, Woodbrook, and Tillicum. The first two are separated from the rest of the City by I-5 and are bordered on several sides by fenced military installations. The third is geographically contiguous to other parts of the City, but there are no direct road connections between Tillicum and other Lakewood neighborhoods.

As a result of this isolation, all three neighborhoods exhibit signs of neglect. Historically, both Woodbrook and Tillicum lack sewer systems. Beginning in June 2009, sewer trunk lines were installed in parts of both communities. Figure 3.12 shows the locations of major trunk lines in Lakewood-proper. Figure 3.13 shows the recently constructed sewer lines in Tillicum and Woodbrook. A small percentage of the Woodbrook properties and about one half of the Tillicum properties are connected, respectively, to sewers. It is the City's policy to connect all properties located within these neighborhoods to sewers based on available funding.

Most property is old, run down, and undervalued. Springbrook is dominated by a chaotic assortment of land uses arranged according to a dysfunctional street pattern. Despite relatively high-density housing, Springbrook's residents lack schools, or even basic commercial services. Given the multitude of crime and health problems plaguing these areas, unique approaches are needed for each neighborhood and are presented in the goals and policies below. Springbrook has a designated residential Center of Local Importance (CoLI), discussed in Section 2.5.6 and shown in Figure 2.9. The City Council also rezoned a number of Springbrook parcels outside of the CoLI to Industrial Business Park in 2020. Additional

recommendations for Tillicum are included in Chapter 4, while Chapter 5 addresses economic development in Woodbrook.

**GOAL LU-51:** Minimize the impacts of geographic isolation of the Tillicum, Springbrook, and Woodbrook areas and focus capital improvements there to upgrade the public environment.

Policies:

LU-51.1: Provide for commercial and service uses for the daily needs of the residents within the neighborhoods.

LU-51.2: Support the expansion of recreation and open space.

LU-51.3: Provide pedestrian and bicycle paths within the neighborhoods and which connect to other neighborhoods.

**GOAL LU-52:** Improve the quality of life for residents of Tillicum.

Policies:

LU-52.1: Enhance the physical environment of Tillicum through improvements to sidewalks, pedestrian-oriented lighting, street trees, and other pedestrian amenities.

LU-52.2: Promote integration of Tillicum with the American Lake shoreline through improved physical connections, protected view corridors, trails, and additional designated parks and open space.

LU-52.3: Identify additional opportunities to provide public access to American Lake within Tillicum.

LU-52.4: Seek a method of providing alternate connection between Tillicum and the northern part of the City besides I-5.

LU-52.5: Implement and as necessary update the Tillicum Community Plan.

## **4.0 URBAN DESIGN AND COMMUNITY CHARACTER**

### **4.1 Introduction**

\* \* \*

The three urban design focus areas that are singled out for special attention are: the Downtown Subarea, Lakewood Station District Subarea, and Tillicum. These three focus areas are crucial to the city's image and are parts of the city where substantial change is planned that will create a rich mixture of land uses in a pedestrian oriented environment. To achieve this level of change, substantial public investment and standards for private development will be needed.

\* \* \*

### **4.4 Citywide Urban Design Framework Plan**

\* \* \*

Activity Nodes: Activity nodes are key destinations that attract human activity such as employment, shopping, civic functions, and public open spaces such as parks. These areas are usually memorable places in the minds of residents. No attempt was made to identify activity nodes in the framework plan,

as they are widespread and varied in nature. However, among the most prominent are the three identified as urban design focus areas (the Central Business District, Lakewood Station, and Tillicum) which are shown on Figure 4.1, and discussed in depth in Section 4.5. Activity nodes should be distributed to provide residents with access to personal services and groceries within reasonable walking/biking distance in their own neighborhoods.

\* \* \*

## **4.5 Focus Area Urban Design Plans**

Three areas of the city were selected for a focused review of urban design needs: the Downtown, the Lakewood Station District, and Tillicum. These areas were singled out for their prominence, for the degree of anticipated change, and for the rich mixture of land uses within a limited space, calling for a higher level of urban design treatment. Each area is discussed in terms of a vision for that area, its needs, and proposed actions to fulfill those needs and realize the vision. A graphic that places those identified needs and proposed actions in context accompanies the discussion.

\* \* \*

### **4.5.2 Tillicum**

The Tillicum neighborhood functions as a separate small village within Lakewood. Accessible only by freeway ramps at the north and south end of the area, it has its own commercial sector; moderately dense residential development; and an elementary school, library, and park. Tillicum is a very walkable neighborhood with a tight street grid and relatively low speed traffic. Harry Todd Park is one of the largest City-owned parks, and Tillicum is one of the few neighborhoods in the city with public waterfront access.

In public meetings discussing alternative plans for the city, Tillicum emerged as a neighborhood viewed as having significant potential for residential growth over the next 20 years. With a traditional street grid, significant public open space and lake access, and strong regional transportation connections, there is a major opportunity for Tillicum to evolve into a more urban, pedestrian and bicycle-oriented community. This is further enhanced by the long-range potential for a commuter rail station and new highway connection to the east.

Because of recent extension of sewer service to the area, the development of multi-family housing in Tillicum is now possible. In addition to sewer development, there are other actions the City can take in support of the development of multi-family housing in Tillicum including: development of a long-range plan for Harry Todd Park and implementation of specific improvements to expand sewer capacity;

- development of a pedestrian connection between the park and commercial district along Maple Street, with sidewalks, curb ramps, crosswalks, lighting, and other improvements;
- improvements at the I-5 interchanges to create attractive, welcoming gateways; and
- a pedestrian/bikeway easement north along the railroad or through the country club to other portions of Lakewood.

The proposal by Amtrak to locate high-speed passenger rail service through the area (the Point Defiance Bypass project) will result in significant modifications to the freeway interchanges in Tillicum. These modifications should be designed in conjunction with improvements to I-5 to address congestion.

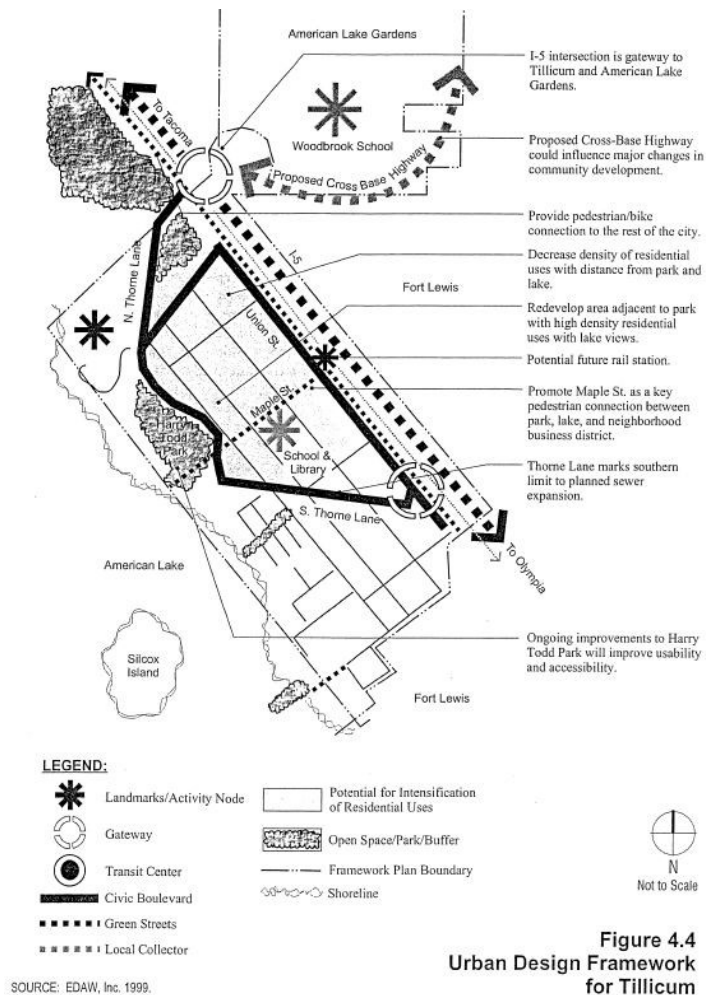
The urban design framework plan for Tillicum is shown in Figure 4.4. Some of the specific urban design actions which could be undertaken in Tillicum include:

Landmark/Activity Nodes: The northern entrance into Tillicum, as well as the only entrance into Woodbrook, is at the Thorne Lane overpass and I-5. It would be improved as a civic gateway, with landscaping, road improvements, signage, and other elements as needed. This interchange may be significantly redesigned in conjunction with the Point Defiance Bypass and I-5 congestion management projects.

Civic Boulevards: As the main entrance road into Tillicum and the perimeter road embracing multi-family development, Thorne Lane would be improved as a civic boulevard. Development intensification in Tillicum would occur east of Thorne Lane, with W. Thorne Lane marking the initial southern boundary of the sewer extension to keep costs in check. Potential improvements of Union Street in support of commercial functions would include such elements as pedestrian improvements, parking, landscaping, lighting, and other functional items. Long-range planning would also identify site requirements for the planned future commuter rail stop and propose a strategy to fulfill this need.

Green Streets: Maple Street would be improved as a green street to provide a pedestrian-oriented connection between American Lake and Harry Todd Park at one end, and the commercial district/future rail station at the other. In between, it would also serve the school and the library. It would serve as a natural spine, gathering pedestrian traffic from the surrounding blocks of multi-family housing and providing safe access to recreation, shopping, and public transportation.

Open Space: Harry Todd Park would be improved by upgrading existing recreation facilities and constructing additional day use facilities such as picnic shelters and restrooms. A local connection between Tillicum and the Ponders Corner area could be built along an easement granted by various landowners, principally the Tacoma Country and Golf Club and Sound Transit/ Burlington Northern Railroad.



\* \* \*

**GOAL UD-10:** Promote the evolution of Tillicum into a vital higher density pedestrian-oriented neighborhood through application of urban design principles.

Policies:

- UD-10.1: Identify opportunities for additional public/semi-public green space in Tillicum.
- UD-10.2: Provide opportunities for pedestrian and bicycle connections from Tillicum to other portions of Lakewood.
- UD-10.3: Improve identified civic boulevards, gateways, and green streets within Tillicum to provide a unifying and distinctive character.

**GOAL UD-11:** Reduce crime and improve public safety through site design and urban design.

Policies:

- UD-11.1: Reduce crime opportunities through the application of crime prevention through environmental design (CPTED) principles.

UD-11.2: Consolidate parking lot access onto major arterials where appropriate to promote public safety.

**GOAL UD-12:** Facilitate implementation of gateway enhancement programs in Tillicum, Springbrook, and Woodbrook.

Policies:

UD-12.1: Establish a program to design and implement a gateway enhancement plan at the entrances to each neighborhood.

UD-12.2: Work with private and public property owners and organizations to create and implement the gateway plans.

UD-12.3: Work with the WSDOT or successor agency to facilitate the future incorporation of sound barriers adjacent to these communities along I-5 to reduce noise impacts to residential areas.

\* \* \*

**GOAL ED-5:** Promote the revitalization/redevelopment of the following areas within Lakewood:

- 1) the Downtown Subarea;
- 2) the South Tacoma Way & Pacific Highway Corridors;
- 3) Springbrook;
- 4) Tillicum/Woodbrook;
- 5) the Lakewood Station District Subarea; and
- 6) Lake City.

Policies:

ED-5.1: Where appropriate, develop and maintain public-private partnerships for revitalization.

ED-5.2: Pursue regional capital improvement opportunities within these specific areas.

\* \* \*

ED-5.5: Continue existing programs to expand sewers throughout Tillicum and Woodbrook.

\* \* \*

ED-5.12: Promote single family development in Lake City and Tillicum.

\* \* \*

**GOAL U-8:** Ensure that new growth is served by sewers, and pursue a citywide system to eliminate current service deficits.

Policies:

U-8.1: Ensure that public sewage treatment and collection systems are installed and available for use coincident with new development.

- U-8.2: Continue current efforts to extend sewers throughout all of Woodbrook and Tillicum.
- U-8.3: Encourage extension of sewer service to Woodbrook and portions of Tillicum slated for density increases or changes in use consistent with the adopted Comprehensive Plan Future Land Use Map (see Policy LU-62.5).
- U-8.4 Enforce Ordinance No. 530, requiring sewer mandatory sewer connections throughout the city.

\* \* \*

## 8.2 Library Services

**GOAL PS-13:** Ensure that high quality library services are available to Lakewood residents.

\* \* \*

- PS-13-8: Continue and expand bookmobile services to underserved and/or isolated areas such as Springbrook, Tillicum, and Woodbrook.

\* \* \*

## Land-Use Implementation Strategies

\* \* \*

**11.3.12** Continue with redevelopment efforts in Tillicum and the preparation of development regulations and design standards as described in the Tillicum Neighborhood Plan originally adopted in June 2011 and updated thereafter.

\* \* \*

## Transportation Implementation Strategies

\* \* \*

- Provide local support for the construction of a Sounder Station in Tillicum. The station could also serve as an Amtrak station if Amtrak service is added to the Sound Transit rail line.

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## 2011 Tillicum Neighborhood Plan

The Plan is available online at:

[https://cityoflakewood.us/wp-content/uploads/2018/06/tillicum\\_plan\\_smaller.pdf](https://cityoflakewood.us/wp-content/uploads/2018/06/tillicum_plan_smaller.pdf)

## **2022-03 Review and update of Housing Chapter and related amendments to LMC Title 18A development regulations**

Effort will include review for compliance with VISION 2050, Countywide Planning Policies, Lakewood City Council DEI policies, and more.

### **3.2 Residential Lands and Housing**

Housing is a central issue in every community, and it plays a major role in Lakewood's comprehensive plan. The community's housing needs must be balanced with maintaining the established quality of certain neighborhoods and with achieving a variety of other goals related to transportation, utilities, and the environment. There are a number of considerations related to housing in Lakewood:

Impact of Military Bases: Historically, the market demand for affordable housing for military personnel stationed at Joint Base Lewis McChord (JBLM) has had a major impact on Lakewood, and appears to be a major factor in understanding the presence of a large number of apartments in the city. Many of the retired homeowners now living in the community were once stationed at JBLM.

Lakefront Property: The opportunity to build higher valued homes in a desirable setting on the shores of the City's lakes has provided Lakewood with its share of higher-income families, and some of its oldest, most established neighborhoods. As Lakewood's population grows, redevelopment in these areas via Planned Development Districts (PDDs) may occur.

City of Tacoma: Lakewood has been a bedroom community for Tacoma. The City's proximity to Tacoma has positioned it as a primary location for post-World War II tract housing.

Rental Housing: Forty-four percent of Lakewood's occupied housing units are now rentals. Two trends are at work that combine to make rental housing predominant. First, an abundance of apartment construction prior to incorporation, and, again, the presence of JBLM.

Land Availability: In preparing the comprehensive plan, the City analyzed the development capacity of residential land based on the official land-use map. The capacity analysis considered present use, development limitations, market factors, and current land valuations.

Only undeveloped (vacant) or very underdeveloped properties were considered. If actual buildout matches this analysis, the added units will meet the growth forecast level adopted by the City. There is adequate land currently planned for multi-family use. To achieve growth targets, infill development on vacant or underutilized properties will be required. In areas well-served by transportation, public transit, and neighborhood business centers, new housing at higher densities will be encouraged to expand housing choices to a variety of income levels and meet growth targets.

Housing Affordability: The GMA calls for jurisdictions to provide opportunities for the provision of affordable housing to all economic segments of the population. Pierce County has established "fair share" allocations for affordable housing based on the 2010 census. Each city within the County is expected to accommodate a certain portion of the County's affordable housing needs. The City has developed and possesses a number of tools and programs that help provide housing resources to low-income residents.

Residential lands and housing are addressed in the following sections.



### 3.2.1 Housing Overview

Lakewood possesses diverse incomes and housing stock with a wide range of unit types and prices. This includes large residential estate properties, single-family homes of all sizes, older single-family homes and flats, some townhouses, semi-attached houses, low- and mid-rise apartments and high-density apartments scattered throughout the City.

The Housing Element is based on an assessment of Lakewood's current demographics and existing housing stock. It also responds to the State's Growth Management Act (GMA), to the Pierce County Countywide Planning Policies (CWPP), and to other elements of the Comprehensive Plan. Along with the residential sections of the Land Use Element, the Housing Element considers how Lakewood will accommodate its share of projected regional growth and how it will provide housing for all economic segments of its population. It provides a framework for addressing the housing needs of current and future residents. Finally, it serves as a guide for protecting and enhancing the quality of life in residential areas.

### 3.2.2 State and Regional Planning Context

Housing is one of the 13 major goals of the Washington State Growth Management Act (GMA). The GMA housing goal is to:

*"Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities, and housing types, and encourage preservation of existing housing stock."*

By GMA mandate, the Housing Element must include:

1. An inventory and analysis of existing and projected housing needs.
2. A statement of goals, policies, and objectives for the preservation, improvement and development of housing.
3. An analysis that identifies sufficient land for housing, including, but not limited to government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and special needs housing.
4. An analysis that makes adequate provisions for existing and projected needs of all economic segments of the community.

GMA directs that the "plan shall be an internally consistent document." The policies of one element cannot conflict with those of another element. The policy decisions made in each element may either be affected by or direct the other elements. The various elements address housing issues in the following ways.

**Land Use Element** Directs where housing locates, its density, and the purpose and character of various land use designations.

**Housing Element** Define the types of housing, provide a strategy for addressing the affordability of housing, and a policy foundation for reaching citywide housing objectives.

**Utilities Element** Influences the location of housing, costs, timing of development.

**Transportation Element** Influences access to housing, jobs, and services.

**Capital Facilities Element** Influences services, quality of life, timing of development

Amendments to the GMA in 1991 require cities and counties to jointly develop countywide housing policies. Pierce County's Countywide Planning Policies, developed by the Growth Management Coordinating Committee, responded to this by establishing a policy that at a minimum of 25% of the growth population allocation be satisfied through the provision for affordable housing. Affordable housing is defined as housing affordable to households earning up to 80 percent of the countywide median income. The current CPP does not set low-income and affordable housing unit growth targets.

### **3.2.3 Countywide Policies**

The CWPPs, required by GMA, both confirm and supplement the GMA. The CWPPs for affordable housing promote a "rational and equitable" distribution of affordable housing. They require that jurisdictions do the following regarding housing:

- Determine the extent of the need for housing for all economic segments of the population, both existing and projected for each jurisdiction within the planning period.
- Explore and identify opportunities to reutilize and redevelop existing parcels where rehabilitation of the buildings is not cost-effective, provided the same is consistent with the countywide policy on historic, archaeological, and cultural preservation.
- Encourage the availability of affordable housing to all economic segments of the population for each jurisdiction with a goal that at a minimum of 25% of the growth population allocation is satisfied through affordable housing.
- Establish an organization within Pierce County that would coordinate the long-term housing needs of the region. This organization would focus its efforts on planning, design, development, funding, and housing management.
- Jurisdictions should plan to meet their affordable and moderate-income housing needs goal by utilizing a range of strategies that will result in the preservation of existing, and production of new, affordable and moderate-income housing that is safe and healthy.
- Maximize available local, state, and federal funding opportunities and private resources in the development of affordable housing for households.
- Explore and identify opportunities to reduce land costs for non-profit and for-profit developers to build affordable housing.
- Periodically monitor and assess Lakewood's housing needs to accommodate its 20-year population allocation.

The CWPPs also suggest local actions to encourage development of affordable housing. These may include, but are not limited to, providing sufficient land zoned for higher housing densities, revision of development standards and permitting procedures, reviewing codes for redundancies and

inconsistencies, and providing opportunities for a range of housing types.

### **3.2.4 Goals Summary**

The Housing Element includes five broad goals. Each goal is explained below, along with related information on Lakewood's population, housing stock, and housing growth capacity. Following the discussion is a list of Housing Element objectives and policies. The objectives provide a framework for guiding city actions and housing unit growth, and each objective responds to several goals. The policies that follow each objective further shape and guide City actions and development regulations.

Lakewood's Housing Element goals are:

- 3.2.4.1** Ensure sufficient land capacity to accommodate the existing and future housing needs of the community, including Lakewood's share of forecasted regional growth.
- 3.2.4.2** Ensure that housing exists for all economic segments of Lakewood's population.
- 3.2.4.3** Ensure that there are housing opportunities for people with special needs, such as seniors, people with chronic disabilities, and the homeless.
- 3.2.4.4** Maintain, protect, and enhance the quality of life of Lakewood's residents.
- 3.2.4.5** Recognize relocation issues brought about by demolition or conversion to another use.

### **3.2.5 Background on Lakewood's Population and Housing Capacity**

GMA requires jurisdictions to show zoned land capacity for their targeted number of new housing units. This capacity includes land that is available for new development, redevelopment, or infill development.

In 1996, Lakewood's incorporation population was established by OFM to be 62,786. With the adoption of Lakewood's Comprehensive Plan in 2000, a residential land capacity analysis was prepared based on the residential densities established in the Official Land Use Map and implementing land use and development regulations. The 20-year capacity analysis provided for a population growth of 17,500, and 7,107 new residential uses. Thus, Lakewood's planning horizon could accommodate 75,711 people and a total of 32,503 housing units.

However, through the 2000 Census, Lakewood was found to have lost population between its incorporation and the 2000 Census. The federal Census Bureau and OFM had overestimated Lakewood's initial population. As is done yearly for the purpose of allocating of certain state revenues, this estimate is adjusted for each jurisdiction in the state based OFM forecasts. Although Lakewood's yearly OFM estimate had grown considerably by 2000, following the 2000 Census and adjustments after the City requested review, Lakewood's 2000 population was established at 58,293 – considerably lower than the incorporation population. The background information upon which Lakewood's initial Comprehensive Plan was based had assumed a higher population than was later established via the Census.

In the last major update to the City's comprehensive plan, Lakewood's April 1, 2004 OFM population was estimated to be 59,010. Capacity analysis of the City's initial Comprehensive Plan

designations adopted in 2000 determined the plan to have a build-out capacity of 17,500 new residents. The most significant change to this number came as an outcome of the 2003 amendments to the comprehensive plan, which resulted in 3,962 in lost population capacity due to the redesignations/rezoning. That resulted in an adjusted build-out population of 13,538, or a total population of 72,548 by the year 2020.

In November 2007, OFM published a series of GMA population projections, and thereafter, the Puget Sound Regional Council (PSRC) adopted VISION 2040 in May 2008. A review process of population allocations was initiated by the Pierce County Growth Management Coordinating Committee (GMCC), and the Pierce County Regional Council (PCRC). Recommendations on changes to population, housing, and employment targets were submitted to the Pierce County Council.

The Pierce County Council has since adopted Ordinance No. 2017-24s, establishing target and employment growth for all Pierce County cities. Lakewood's 2030 population was set at 72,000. However, the City has not materially changed its residential density patterns since adoption of the City's first Comprehensive Plan in 2000.

With the adoption of VISION 2050 in May 2020 and subsequent updates to the Countywide Planning Policies and Lakewood's housing and population targets by Pierce County, Lakewood will need to plan for additional housing growth and use tools and techniques such as Planned Development Districts to increase density.

### 3.2.6 Lakewood's 2030 Housing Capacity

In 2014, Pierce County Planning and Land Services prepared a capacity analysis for Lakewood based on their buildable lands methodology. That model is based on existing land inventories, and a calculation of underutilized parcels based on transportation and land use demand. The accompanying map, Figure 3.1, which originates from the Pierce County 2014 Buildable Lands Report, identifies vacant, vacant single family, and underutilized properties. The analysis shows that by 2030, Lakewood would need to provide 9,565 new housing units. The data is described in Table 3.1. Current "built-in" capacity based on existing zoning densities and shown in Table 3.2 shows a new housing unit capacity of 12,563.

<b>Table 3.1 City of Lakewood: Housing Unit Needs</b>				
<b>2010 Housing Units</b>	<b>2030 Housing Units Needed</b>	<b>Additional Housing Needed ('10-'30)</b>	<b>Plus Displaced Units</b>	<b>Total Housing Units Needed</b>
26,548	34,284	7,736	1,829	9,543

2010 Census; Pierce County Ordinance No. 2011-36s

**Table 3.2 City of Lakewood: Housing Unit Capacity**

<b>Zoning District</b>	<b>Adjusted Net Acres</b>	<b>Assumed Density</b>	<b>Unit Capacity</b>	<b>Plus 1 Dwelling Unit per Vacant (single-unit) Lot</b>	<b>Housing Capacity</b>
R-1	47.97	1.45	70	3	73
R-2	132.76	2.2	292	12	304

R-3	376.08	4.8	1,805	43	1,848
R-4	71.28	6.4	456	5	461
MR-1	21.65	8.7	188	0	188
MR-2	60.65	14.6	885	3	888
MF-1	46.54	22	1,024	0	1,024
MF-2	67.44	35	2,360	0	2,360
MF-3	31.44	54	1,698	0	1,698
ARC	13.23	15	198	0	198
NC-1	1.59	22	35	2	37
NC-2	15.02	35	526	7	533
TOC	12.78	54	690	0	690
CBD	17.46	54	943	0	2,257]
<b>Total Housing Capacity</b>					12,563 <sup>1</sup>

<sup>1</sup>The total is about four units higher than adding absolute values due to rounding in the Pierce County Buildable Lands Report 2014, upon which much of this analysis is based.

Total population was calculated using data from the 2010 Census. Total population was divided by the number of housing units (58,163/26,548) to calculate persons per unit. That number, 2.19, is then multiplied by housing unit capacity, 10,915 (2.19 x 10,915), to arrive at a population of 23,904. This number is then added to Lakewood's 2010 Census population determination, 58,163 (23,904 + 58,163), to arrive at 82,067 by 2030.

The 2014 analysis demonstrates that the City has sufficient capacity for housing. The capacity of 10,915 units is 1,350 more than the need of 9,565 units. Lakewood, therefore, has adequate residential land available for development to meet the 2030 housing target.

### **3.2.7 Housing Characteristics**

#### **A. Mix of Unit Types**

Table 3.3 describes the number and types of housing units in Lakewood. A substantial share (44%) of the housing in Lakewood is multi-family. This is a larger percentage than in Pierce County (26% multi-family) and Tacoma (36% multi-family). See Table 3.4 for a comparison of multifamily units in other Pierce County communities. Since most multi-family units are rentals, this contributes to a slightly higher share of the population renting in Lakewood than in Tacoma. Still, the majority of housing units were single family (51%), mostly detached units. A small, though important, percentage of units in Lakewood were mobile homes.

**Table 3.3**  
**Composition of Housing Units in Lakewood: 2010**

Unit Type	No. of Units	% of Units	% of County's
Single Family	13,488	51%	4.1%
Multi-family	11,600	44%	3.6%
Mobile Homes & Other	1,460	5%	< 1%
	26,548	100%	8.2%

Source: 2010 US Census

**Table 3.4**  
**Comparison of Multifamily Units among Pierce County Cities: 2010**

City	% Multifamily Units
Lakewood	44%
Puyallup	40%
Gig Harbor	39%
University Place	37%
Sumner	36%
Tacoma	35%
Steilacoom	29%
DuPont	26%
Bonney Lake	8%
Incorporated Pierce County	35%
Unincorporated Pierce County	11%
Total Pierce County	25%

Source: 2010 US Census

#### 1. Mobile Homes

The number of mobile homes in Lakewood has declined in recent years. Mobile homes can be an affordable housing option for low income households, both as rentals and as owner-occupied units. However, if not maintained, the condition of the units can easily deteriorate even to the point of being unsafe. Many of Lakewood's mobile homes are in need of substantial repair or are unsuitable for rehabilitation.

The deteriorating condition of mobile homes in Lakewood remains an ongoing concern. Several of the parks are in areas zoned commercial, such as those along Pacific Highway Southwest have been demolished. As property values increase, there will be corresponding pressure to consolidate properties and redevelop. The antiquated condition of many mobile homes will prevent relocation, in addition to the scarcity of available property.

Washington State requires that manufactured homes be allowed in all residential neighborhoods. Rather than centering in mobile home parks, manufactured homes may be placed on lots in any neighborhood, allowing for an infill of affordable housing, or in

new small “mobile home” subdivisions. The units must meet building codes and residential development standards. The City permits manufactured homes in all residential areas (Lakewood Municipal Code 18A.50.180), although many of these areas will still be out of financial reach of current mobile home residents. Still, manufactured housing is a strategy for providing affordable housing as well as preserving existing neighborhood character.

## B. Owner Occupied Housing Values

Lakewood’s owner occupied housing stock remains affordable. In 2010, the median value for owner occupied housing was \$234,800. This number is slightly higher than Tacoma (\$230,100) and lower than Pierce County (\$251,400) or Washington State (\$272,900).

Lakewood has also enjoyed a lower price growth rate. Between 2000 and 2010, Lakewood’s price growth rate was 59%. Pierce County’s and Tacoma’s price growth rates were 68% and 87%, respectively.

## C. Housing Age

Lakewood has grown steadily until recently. The fastest growing decades were the 1960s, and the 1970s. This is consistent with Lakewood being a bedroom community and recreational area for those commuting to and from Tacoma. Housing production in the area prior to 1940 was focused in Tacoma and then, as with typical suburban growth patterns, moved to the edges of the city (Tacoma) and areas in the county where land and development costs were lower. A good share (43%) of the current housing in Lakewood was built between 1960 and 1979. Growth was steady through the 1980s and 1990s, but significantly declined in the last 10 years. The decline in growth is representative of Lakewood’s built-out nature and a transition from suburban to urban growth. New development will occur through infill and redevelopment of older properties. The median age of housing in Lakewood is 1973.

### 1. Condition of Housing

There is no current data available on housing condition in Lakewood. However, the City also is active in funding two programs through the Community Development Block Grants designed to prevent deterioration of housing in Lakewood. The City also inspects for building code violations both pro-actively and based on complaints.

### 2. Demolitions

Over the past 13 years, a surprising number of demolitions and mobile home park closures have taken place. A total of 576 units have been demolished. The level of demolition shows that redevelopment is occurring, and that slowly, development is aligning with Lakewood’s Comprehensive Plan land use policies. Many of the housing units that were removed were located in Air Corridor zones (the flight path of McChord Field), “I” lands converting into industrial use, or along the I-5 Corridor commercial or industrial zoning districts. In some cases, houses were removed through dangerous building abatement actions.

## D. Housing Tenure

A large share (49%) of Lakewood housing was rented. Some of this is due to the greater percentage of multi-family housing in Lakewood than the county as a whole (44% multi-family in Lakewood compared to 25% in Pierce County). Tenure in Lakewood is consistent with other cities along the I-5 corridor, which ranged from 42% (Renton) to 50.5% (Everett) renter-occupied units. Other cities renter-occupancy rates were: Lacey 39%, Olympia 48%, Kent 46%, and Federal Way 41%.

#### E. Household Size in Relation to Ownership

Demographic trends provide an indication of future demand for various unit types. According to the 2010 U.S. Census, average household size in Lakewood is 2.36 persons. Lakewood's household size is much smaller than Pierce County (2.59) and similar to nearby Tacoma (2.31). Average household size for owner-occupied housing units in 2010 was 2.40 persons. For renters it was 2.33 persons. This shows no material increase in renter-occupied household size of 2.34 in 2000, and in owner-occupied household size, which was 2.43 in 2000.

#### F. Age of Residents

The 2010 Census estimated that the median age of the population in Washington was 37.3 years. The median age of the population in Lakewood was a little higher at 36.6. Table 3.5 compares median age for Lakewood, Tacoma, Pierce County, and Washington State.

<b>Table 3. Median Age</b>			
<b>Location</b>	<b>Year</b>		
	<b>1990</b>	<b>2000</b>	<b>2010</b>
<b><i>Lakewood</i></b>		35.0	36.6
Tacoma	31.8	33.9	35.1
Pierce County	31.3	34.1	35.9
Washington State	33.1	35.3	37.3

Source: 2010 US Census

The 2010 Census also found that: 14% of Lakewood's population was of retirement age, a larger percentage than of Tacoma, Pierce County, or Washington State; 61% of the population was working age (20 to 64); and 25% of the population was under the age of 20. Beyond the "Boomer" phenomena, Lakewood has a slightly higher elderly population since it has been a choice retirement community for military retirees.

#### G. Race/Ethnicity

Lakewood has a very diverse population. Over one-third of residents as of the 2010 census identified themselves as some race other than white alone; and 15% identified themselves as Hispanic.

In recent decades, the census has provided more opportunities for people to describe themselves in terms of race and ethnicity. People are now able to consider the complexity of their racial or



ethnic ancestry which results in a more accurate picture. However, it makes comparison of race and ethnicity from census year to census year problematic. Table 3.6 below provides a breakdown on race and ethnicity in comparison to Tacoma, Pierce County, and Washington.

<b>Table 3.6 Race &amp; Ethnicity 2010</b>				
<b>Race</b>	<b>Location</b>			
	<b>Lakewood</b>	<b>Tacoma</b>	<b>Pierce County</b>	<b>Washington</b>
White	59%	65%	74%	77%
Black/African American	12%	12%	7%	4%
Native (American Indian, Alaska Native, Native Hawaiian/Pacific Islander, etc.)	4%	3%	3%	2%
Asian	9%	8%	6%	7%
One race, other	7%	5%	4%	5%
Two or more Races	9%	8%	7%	5%
Hispanic	15%	11%	9%	11%

Source: 2010 U.S. Census

#### H. Households

There were 24,069 households living in Lakewood at the time of the 2010 census. While the majority (60%) of households in Lakewood consisted of family households, this percentage was lower than in Pierce County and Washington (67% and 64% family households respectively). Lakewood has a greater percentage of non-family households than the county and state. Almost one-third (32%) of all households in Lakewood consisted of people living alone, and 10% of all households consisted of single people aged 65 and over.

Twenty seven percent of all Lakewood households had minor children (under the age of 18) living at home. Almost half (44%) of all family households had minor children living at home. This varied, however, by type of family:

- 36% of married couples had minor children living at home.
- 63% of female family householders with no husband present had minor children living at home.
- 51% of male family householders with no wife present had minor children living at home.

The average size of households in Lakewood was 2.36, a little lower than Tacoma, Pierce County and the state, and consistent with the greater percentage of people living alone in Lakewood than in the county and the state. The declining average household size is a trend experienced nationally. Households are getting smaller for several reasons, including smaller families, childless couples, single parent households, and an increased number of “empty-nesters” as baby boomers age.

## I. Group Quarters

There were 1,544 people living in group quarters in Lakewood at the time of the 2010 census, the most recent data available. This was equal to 2.7% of the total population in Lakewood. Group quarters includes Western State Hospital which is a regional facility serving 19 counties in Washington. There were 794 people counted residing at the psychiatric hospital.

### 3.2.8 Housing for All Economic Segments

GMA requires all jurisdictions to encourage the availability of housing for all economic segments of the population. These economic segments are defined by the State of Washington and the U.S. Department of Housing and Urban Development (HUD) as follows:

- Upper Income Households at 121% of Median Income and above
- Middle Income Households at 80-120% of Median Income
- Low Income Households at 80% or less of Median Income
- Very Low Income Households at 50% or less of Median Income
- Extremely Low Income Households at 30% or below Median Income

HUD also defines the maximum amount that households should have to pay for housing as 30% of total household income. The CPP consider households that earn less than 80% of county median income, to be in need of less expensive housing. The CPP ask all cities to take action to address existing housing needs, and to create affordable housing for expected population growth.

Housing costs are related to development costs, but are also a function of supply and demand, interest rates, and policies at many levels of government. As the vast majority of housing is supplied by the private sector, local governments use regulatory means to influence the supply, unit types, and affordability of new housing. Local regulations with an impact on the cost of housing include subdivision and road requirements, utility policies, development and mitigation fees, building and energy code requirements, and zoning regulations. In addition, overall permit processing time also affects new home prices.

#### A. Affordability of Housing in Lakewood

Housing is considered affordable when the cost of housing plus utilities equals no more than 30% of household income. Escalating housing and utilities costs have forced many households to pay considerably more for housing than is affordable or even feasible.

While housing costs have increased regionally, income has not increased at the same rate in recent decades.

Increasing housing costs are especially burdensome for low and moderate income households, many of whom are paying more than 30% of household income for housing and utilities. Even when low income households are able to secure housing meeting the 30% of income affordability guideline, they are strapped to meet other expenses that are also increasing in this economy, such as health care, transportation, education, food, and clothing.

Table 3.7 provides a glimpse of household costs for houses with and without a mortgage and for apartment rentals.

<b>Table 3.7</b>		
<b>Housing Costs as a Percentage of Household Income</b>		
<b>Description</b>	<b>Estimate</b>	<b>Percent</b>
<b><i>Housing Units with a mortgage</i></b>	6,732	N/A
Less than 20.0 percent	2,161	32.1%
20.0 to 24.9 percent	938	13.9%
25.0 to 29.9 percent	987	14.7%
30.0 to 34.9 percent	672	10.0%
35.0 percent or more	1,974	29.3%
<b><i>Housing Units without a mortgage</i></b>	3,970	N/A
Less than 10.0 percent	1,586	39.9%
10.0 to 14.9 percent	761	19.2%
15.0 to 19.9 percent	635	16.0%
20.0 to 24.9 percent	284	7.2%
25.0 to 29.9 percent	174	4.4%
30.0 to 34.9 percent	189	4.8%
35.0 percent or more	341	8.6%
<b><i>Gross Rent</i></b>		
Occupied units paying rent	13,207	N/A
Less than \$200	126	1.0%
\$200 to \$299	76	0.6%
\$300 to \$499	505	3.8%
\$500 to \$749	4,854	36.8%
\$750 to \$999	4,484	34.0%
\$1,000 to \$1,499	2,305	17.5%
\$1,500 or more	857	6.5%
<b><i>Gross Rent as a Percentage of Household Income</i></b>		
Occupied units paying rent	12,813	N/A
Less than 15.0 percent	1,263	9.9%
15.0 to 19.9 percent	1,433	11.2%
20.0 to 24.9 percent	1,530	11.9%
25.0 to 29.9 percent	1,707	13.3%
30.0 to 34.9 percent	1,028	8.0%
35.0 percent or more	5,853	45.7%

Source: US Census, 2007-2011 American Community Survey

Households with a mortgage, 2,646 or 39.3%, are paying more than 30% for housing. For households without a mortgage, 530 or 13.4% are above the 30% bracket. For renters, the numbers are significantly higher - almost 7,000 households or 53.7% of all renters are paying more than 30% of household income for housing. Taken as a whole, 44.7% of all Lakewood

households pay above 30% for housing costs.

Table 3.8 estimates housing units by HUD income categories. When compared with the percent of housing affordable to the income categories in 2010, this data indicates that Lakewood has a shortage of housing for middle and upper income households, and a large surplus of very low and low-income housing.

<b>Table 3.8 Estimate of Lakewood Housing by HUD Income Categories</b>			
		<b>Percent</b>	<b>Approximate No. of Housing Units</b>
Extremely low & very low income	50% of median & below	28%	7,377
Low income	51 to 80% of median	36%	9,353
Middle Income	81 to 120% of median	11%	2,874
Upper Income	Over 120% of median	25%	6,534
	Totals	100%	26,138

Source: 2010 US Census

#### B. Upper Income Housing

The level of new upper income housing construction was nominal between 2001 and 2010. Structures were single family detached structures. Most of the upper income housing was constructed around the City's lakes on infill properties designated residential estate. As the region becomes more densely populated and the convenience and amenities of urban neighborhoods become increasingly desirable, upper income households could be found in a greater variety of neighborhoods and housing types. Apartment, townhouse, and condominium units may account for a growing share of high-end housing. Planned Development Districts (PDDs) are a tool to provide single-family housing in areas with historically lower densities that can ensure better quality design themes and infrastructure improvements.

#### C. Middle Income Housing

The middle segment has limited choices for housing in Lakewood. This in part is a function of land availability and limited housing stock for this group. However, estimates of income and housing suggest that an increase in housing for this segment would be readily absorbed. New single-family homes on infill sites will provide housing for this income segment, while innovative housing types such as small lot detached houses and semi-attached houses, may also be a part of the growth in housing at this income level.

#### D. Low Income Housing

Data would suggest that Lakewood exceeds the CPP targets within this income segment. Much of the housing is made up of older tract homes and apartment complexes. Also, rising apartment vacancies has meant more availability of rental stock affordable to this category. Low interest rates have also helped low-income households, mostly those at the high end of this category, to

purchase a home. The City values opportunities for home ownership at this income level, particularly the opportunity to buy a first home.

#### E. Extremely Low- and Very Low-Income Housing

Within the region, Lakewood exceeds its share of housing within this category. The majority of housing for extremely low- and very low-income households has historically been older housing stock. Some of the community's housing needs that cannot be met by the market are met by the Pierce County Housing Authority (PCHA), and by private non-profit housing providers. These organizations are generally subject to the same land use regulations as for-profit developers; however, they can access an array of federal, local, and charitable funding to make their products affordable to households in the lower income segments.

#### **3.2.9 Housing Resources**

Pierce County Housing Authority (PCHA) owns and operates five apartment complexes with a total of 285 units in Lakewood. PCHA manages these properties. Most of the tenants have low to very low incomes. Some tenants receive Section 8 vouchers. In total, as of early 2010, there were 551 PCHA Section 8 certificates or vouchers in use in Lakewood.

In addition to PCHA, there are four low-income housing tax credit apartment complexes totaling 388 units.

There are two small HUD contract housing apartments, 28 units located in Lakewood.

Network Tacoma operates 15 units of affordable housing at the Venture II Apartments located at 5311 Chicago Avenue SW.

The Metropolitan Development Council (MDC) operates four affordable housing units in Tillicum.

The Pierce County Affordable Housing Association (PCAHA) owns a 20 unit, permanent low-income housing apartment complex at 5532 Boston Avenue SW (Manresa Apartments). The property is managed by the Catholic Housing Services.

The Living Access Support Alliance (LASA) operates several programs in Lakewood providing a variety of housing types. LASA operates six units in Lakewood in a partnership with Sound Families, PCHA and social service agencies. Families are provided an apartment along with case management services. A limited number of Section 8 certificates are available to graduates of this program. Ainsworth House is a group house serving 3 to 4 young mothers and their young children. Each mother and child can stay up to 24 months based on program participation. Case management services are provided including parenting, financial education, landlord-tenant rights/laws and other life skills.

Total assisted housing in Lakewood comes to 1,298 residential units. This number represents 10% of the City's rental housing stock.

#### A. City of Lakewood Housing Assistance

The City of Lakewood provides housing assistance in several programs, including home repair, down payment assistance and blight removal. The City also supports housing indirectly with General Fund dollars in collaboration with community partners. This assistance is primarily for low income families, the elderly, and people with disabilities.

1. Major Home Repair Program

Administered by the City of Lakewood, this program provides up to \$25,000 for major home repairs to qualifying low-income homeowners in the form of a 0% interest loan with small monthly payments depending upon income level. Loans in excess of program limitations may be authorized on a case-by-case basis under extenuating circumstances, to address health, safety and emergent situations. The outstanding principal balance may be deferred for up to 20 years as long as the house remains owner-occupied. Since the program's inception in 2000, the City of Lakewood has allocated \$1,690,917.10 to make repairs to 72 separate households throughout Lakewood. Figure 3.2 shows the general locations of homes using the major home repair program.

2. Housing Rehabilitation Program (HOME)

The Housing Rehabilitation Program provides up to \$65,000 to qualified low-income homeowners in the form of a 0% interest loan with small monthly payments depending upon income level. Loans in excess of program limitations, up to \$75,000, may be authorized to make necessary alterations required to make a home ADA accessible. Any outstanding principal balance may be deferred for up to 20 years as long as the house remains owner-occupied. This program is jointly administered with the City of Tacoma. The Tacoma Community Redevelopment Authority is the governing body for the financing of the Housing Rehabilitation Program. Since 2000, the City of Lakewood has allocated \$4,257,244.78 to make necessary code improvements to 67 homes, bringing them into compliance with current building codes. Figure 3.3 shows the general locations of homes using the housing rehabilitation program.

3. Down Payment Assistance

Loans up to \$10,000 with 0% interest and small monthly payments, depending on income level, are available to qualified low-income applicants to be used for down payment and closing costs in buying a home. The borrower must invest at least one-half of the required down payment (one-half of the difference between the sales price and the first mortgage loan amount). Outstanding principal balance may be deferred for up to 20 years as long as the house remains owner-occupied. A condition of the down payment assistance program is participation in homeownership counseling classes. These classes assist homebuyers with evaluating financing options, establishing or repairing credit histories, and learning basic home maintenance.

4. Neighborhood Stabilization

Lakewood received two HUD grants, Neighborhood Stabilization Program 1 (NSP1) and Neighborhood Stabilization Program 3 (NSP3), through the State of Washington Department of Commerce, to assist with the demolition and or redevelopment of foreclosed, vacant, or abandoned properties. Through these programs, properties are acquired and rehabilitated or redeveloped with the intent of stabilizing and revitalizing communities that have suffered from foreclosures and abandonment by mitigating the negative impacts of recent economic decline and housing market collapse. By targeting Lakewood's most distressed communities the city hopes to stem declining housing values by maintaining the quality of properties (land or units) and reducing the incidence of blight caused by abandoned and vacant properties.

Toward this end, the City has removed blighted structures from 7 properties and has been able to acquire 8 properties, on which 17 new affordable single family residences are to be constructed. Additionally, the City has established a blight abatement fund to reuse any recaptured funds for future blight abatement activities.

#### B. Other Lakewood Support for Housing

Lakewood continues to partner with many organizations providing and improving housing. Lakewood's partnership with Tacoma-Pierce County Habitat for Humanity has increased homeownership opportunities for low-income households through new construction and housing rehabilitation. Partners with Habitat, including the City of Lakewood and Rebuilding Together South Sound, work together with limited funding and broad community support, including student volunteers, to provide much-needed housing. In the Tillicum neighborhood alone, Habitat is in the process of constructing 31 new affordable single family residences. The addition of these units constitutes a 21% increase in owner-occupied residences in census tract 72000. Lakewood has also provided financial support for rehabilitation and improvements of properties through various non-profit organizations such as Rebuilding Together South Sound, in addition to properties owned by Network Tacoma, Living Access Support Alliance, and the Pierce County Housing Authority.

The Paint Tacoma-Pierce Beautiful Program, administered by Associated Ministries, organizes community volunteers to paint the homes of low-income elderly and low-income people with disabilities in Lakewood and other locations in Pierce County. Since 2000, 97 homes have been painted in Lakewood under this program. The program is important in helping with home maintenance, but also helps owner-occupants maintain insurance coverage. Some insurance companies base ongoing coverage on the condition of the exterior of the residence, including the condition of the exterior paint, with the assumption that the paint is a barometer for overall condition of the unit. If insurance is cancelled, owners would not be in compliance with their mortgage requirements and could be subject to losing their homes.

Human services funding provides added support for outreach and transitional housing programs provided by organizations such as Living Access Support Alliance, the Tacoma Rescue Mission, Good Samaritan Health, Catholic Community Services, and the YMCA. Funding is also provided to assist individuals with disabilities and emergency respite shelter, as well as shelters for victims of domestic violence.

The City of Lakewood works with public and private landlords to improve their rental properties – through code enforcement and crime-free multi-housing program – and to open blighted properties to new ownership and development. As an incentive, a certification of the Crime-Free Multi-Housing program is provided to managers who successfully complete the program, which are in turn placed on a national registry of properties designated as “crime free” certified units. The city also provides education to landlords and tenants regarding rights and responsibilities under landlord/tenant laws and fair housing laws through the Fair Housing Center of Washington and city staff.

### 3.2.10 Housing Goals, Objectives, & Policies

**GOAL LU-1:** Ensure sufficient land capacity to accommodate the existing and future housing needs of the community, including Lakewood's share of forecasted regional growth.

**Objective:** Maintain a balance in the number of single-family and multi-family housing units, through adequately zoned capacity.

Policies:

LU-1.1: Count new unit types as follows when monitoring the single-family/multifamily balance:

- Count cottages as single-family houses;
- Count semi-attached houses as single-family houses; and
- Count the primary unit in a house with an ADU as a single-family unit.

LU-1.2: Ensure that sufficient capacity is provided within the City boundaries in order to accommodate housing demand, provide adequate housing options, meet urban center criteria under the Growth Management Act and Countywide Planning Policies, and prevent unnecessary increases in housing costs.

**Objective:** Ensure that City fees and permitting time are set at reasonable levels so they do not adversely affect the cost of housing.

Policies:

LU-1.3: Ensure predictable and efficient permit processing.

LU-1.4: Establish and periodically review utility standards that encourage infill development.

LU-1.5: Establish and periodically review development standards that reduce the overall cost of housing as long as health and safety can be maintained.

**GOAL LU-2:** Ensure that housing exists for all economic segments of Lakewood's population.

**Objective:** Increase housing opportunities for upper income households.

Policies:

LU-2.1: Target ten (10) percent of new housing units annually through 2030 to be affordable to upper income households that earn over 120 percent of county median income.

LU-2.2: Encourage the construction of luxury condominium adjacent to the lakes.

LU-2.3: Support site plans and subdivisions incorporating amenity features such as private recreation facilities, e.g., pools, tennis courts, and private parks to serve luxury developments.

LU-2.4: Increase public awareness of upper income housing opportunities in Lakewood.

**Objective:** Encourage the private sector to provide market rate housing for the widest potential range of income groups including middle income households.



Policies:

LU-2.5: Target sixty five (65) percent of new housing units annually through 2030 to be affordable to middle income households that earn 80 to 120 percent of county median income.

LU-2.6: Encourage home ownership opportunities affordable to moderate income households.

LU-2.7: Encourage the construction of townhouse, condominium, and rental units affordable to moderate income households in residential and mixed-use developments and redevelopments.

LU-2.8 Continue to provide technical assistance for redevelopment of land in Lake City, Lakeview, Springbrook, Tillicum, and lands located in the City's residential target areas (RTAs) and senior overlay.

LU-2.9: Market Lakewood to housing developers.

LU-2.10: Maintain an updated inventory of land available for housing development.

LU-2.11: Pursue public-private partnerships to provide for moderate-income housing.

LU-2.12: Disperse middle-income housing in all areas of the City.

LU-2.13: Ensure that a sufficient amount of land in the City is zoned to allow attached housing and innovative housing types.

**Objective:** Provide a fair share of low-and very-low income housing in the future.

Policies:

LU-2.14: Maintain a sufficient land supply and adequate zoning within the City to accommodate 25 percent of the City's projected net household growth for those making less than or equal to 80 percent of county median income.

LU-2.15: Establish the following sub-targets for affordability to households earning 50 percent or less of county median income, to be counted to toward the 25 percent target:

- Fifteen (15) percent of new housing units constructed in the City;
- A number equal to five (5) percent of new housing units, to be met by existing units that are given long-term affordability; and
- A number equal to five (5) percent of new housing units, to be met by existing units that are purchased by low-income households through home-buyer assistance programs.

LU-2.16: Pursue public-private partnerships to provide and manage affordable housing.

- Support non-profit agencies that construct and manage projects within the City;
- Support the role of the Pierce County Housing Authority in providing additional housing;

- Before City surplus property is sold, evaluate its suitability for development of affordable housing; and
- Use federal funds including Community Development Block Grants and HOME funds to support low and moderate income affordable housing.

LU-2.17: Work with other Pierce County cities to address regional housing issues.

LU-2.18: Disperse low-income housing in all mixed-use and multi-family land use designations that allow attached dwelling units.

LU-2.19: Except for parts of the Woodbrook neighborhood which is slated to be redeveloped as Industrial, and existing mobile home parks located in commercially designated zones or in Air Corridors, encourage preservation, maintenance, and improvements to existing subsidized housing and to market-rate housing that is affordable to low and moderate-income households.

LU-2.20: Reduce existing housing need, defined as the number of existing households that earn 80 percent of county median income, and are paying more than 30 percent of their income for housing, or live in inadequate housing by increasing housing supply for all economic segments of the community.

- Create opportunities for higher income households to vacate existing lower cost units, by creating a variety of market rate detached and attached housing types; and
- Prioritize applications to the City for housing rehabilitation grants to homeowners earning 80 percent of county median income or below based on the greatest degree of existing need. With the exception of emergencies, priority should be given to households occupying conventional housing.

**Objective:** Provide a variety of housing types and revised regulatory measures which increase housing affordability.

Policies:

LU-2.21: Support projects including planned development districts, subdivisions and site plans incorporating innovative lot and housing types, clustered detached houses, clustered semi-attached houses and a variety of lots and housing types within a site.

LU-2.22: Support projects that incorporate quality features, such as additional window details, consistent architectural features on all facades, above average roofing and siding entry porches or trellises where innovative site or subdivision designs are permitted.

LU-2.23: Encourage the construction of cottages on small lots through incentives such as density bonuses.

LU-2.24: Support standards that allow cottage housing developments with the following features in residential zones, provided the cottages are limited by size or bulk:

- Allow increased density over the zoned density;
- Allow reduced minimum lot size, lot dimensions, and setbacks;

- Allow both clustered and non-clustered cottages;
- Allowing clustered parking; and
- Base the required number of parking spaces on unit size, or number of bedrooms.

LU-2.25: Support accessory dwelling units as strategies for providing a variety of housing types and as a strategy for providing affordable housing, with the following criteria:

- Ensure owner occupancy of either the primary or secondary unit;
- Allow both attached and detached accessory dwelling units and detached carriage units, at a maximum of one per single-family house, exempt from the maximum density requirement of the applicable zone;
- Require an additional parking space for each accessory dwelling unit, with the ability to waive this requirement for extenuating circumstances; and
- Allow a variety of entry locations and treatments while ensuring compatibility with existing neighborhoods.

LU-2.26: Encourage Planned Development District development with higher residential densities provided this type of development incorporates innovative site design, conservation of natural land features, protection of critical area buffers, the use of low-impact development techniques, conservation of energy, and efficient use of open space.

**Objective:** Continue to allow manufactured home parks and manufactured home subdivisions on land that is specifically zoned for these uses.

Policy:

LU-2.27: Maintain existing manufactured home developments that meet the following criteria:

- The development provides market rate housing alternatives for moderate and low-income households;
- The housing is maintained and certified as built to the International Building Code and Federal Department of Housing and Urban Development standards; and
- Site planning includes pedestrian amenities, landscaping, and a community facility.

**Objective:** Allow the use of quality modular or factory-built homes on permanent foundations.

Policy:

LU-2.28: Allow and encourage the use of “gold seal” modular homes built to the standards of the International Building Code, and “red seal” manufactured homes built to the standards of the Federal Department of Housing and Urban Development in any zone allowing residential uses, as long as the housing meets all applicable City codes, looks similar to site-built housing, and is placed on a permanent foundation.

**GOAL LU-3:** Ensure that there are housing opportunities for people with special needs, such as seniors, people with disabilities, and the homeless.

**Objective:** Increase the supply of special needs housing.

Policies:

LU-3.1: Periodically review the City’s land use and development regulations and remove any regulatory barriers to locating special needs housing and emergency and transitional

housing throughout the City as required by the federal Fair Housing Act, to avoid over-concentration, and to ensure uniform distribution throughout all residential and mixed-use zones.

- LU-3.2: Support the housing programs of social service organizations that provide opportunities for special needs populations.
- LU-3.3: Support opportunities for older adults and people with disabilities to remain in the community as their housing needs change, by encouraging universal design in residential construction, or through the retrofitting of homes.
- LU-3.4 Support the establishment and operation of emergency shelters.
- LU-3.5: Support proposals for special needs housing that:
  - Offer a high level of access to shopping, services, and other facilities needed by the residents;
  - Demonstrate that it meets the transportation needs of residents;
  - Helps to preserve low-income and special needs housing opportunities in a neighborhood where those opportunities are being lost; and
  - Disperse special needs housing throughout the residential areas of the City.
- LU-3.6: Support development proposals by sponsors of assisted housing when applicants document efforts to establish and maintain positive relationships with neighbors.
- LU-3.7: Allow a broad range of housing to accommodate persons with special needs (such as neighborhood-scale congregate care, group or assisted living facilities, or transitional housing) in all residential areas and in certain appropriate non- residential areas.
- LU-3.8: Continue allowing accessory dwelling units (ADUs) to assist people in remaining independent or in retaining a single-family lifestyle on a limited income, subject to specific regulatory standards.
- LU-3.9: Establish an administrative review process to enable detached ADUs in order to expand ADU capacity.
- LU-3.10: To support mobility for those with special needs, locate special needs housing in areas accessible to public transportation.
- LU-3.11: Utilize design standards to make special needs housing compatible with the character of the surrounding area.
- LU-3.12: Where appropriate, provide density bonuses and modified height restrictions to encourage the development of senior and disabled housing.
- LU-3.13: Continue to promulgate the senior housing overlay district created under an earlier version of the Comprehensive Plan in order to encourage the concentration of senior housing proximate to shopping and services.
- LU-3.14: Support the provision of emergency shelters and ancillary services that address homelessness and domestic violence and intervene with those at risk.

LU-3.145: Maintain cooperative working relationships with appropriate local and regional agencies to develop and implement policies and programs relating to homelessness, domestic violence, and those at risk.

**GOAL LU-4:** Maintain, protect, and enhance the quality of life of Lakewood's residents.

**Objective:** Preserve and protect the existing housing stock.

Policies:

- LU-4.1: Preserve existing housing stock where residential uses conform to zoning requirements.
- LU-4.2: High-density housing projects, with the exception of senior housing, will not be permitted in existing single-family residential neighborhoods. More moderate densities such as planned development districts and cottage housing will be considered.
- LU-4.3: Target code enforcement to correct health and safety violations.
- LU-4.4: Continue Lakewood's active enforcement of codes aimed at improving property maintenance and building standards in residential neighborhoods to bolster neighborhood quality and the overall quality of life.
- LU-4.5: Continue targeted efforts such as the crime-free rental housing program and seek out a variety of funding sources for this and other such outreach programs.
- LU-4.6: Develop programs to provide financial assistance to low-income residents to assist them in maintaining their homes.
- LU-4.7: Where public actions such as targeted crime reduction programs result in the unexpected displacement of people from their housing, coordinate the availability of social services to assist them in finding other shelter.
- LU-4.8: Subject to funding availability, conduct periodic surveys of housing conditions and fund programs, including housing rehabilitation, to ensure that older neighborhoods are not allowed to deteriorate.
- LU-4.9: Identify areas in the City for priority funding for rehabilitation by non-profit housing sponsors.
- LU-4.10: Continue City funding of housing rehabilitation and repair.

**Objective:** Improve the quality of multifamily housing choices.

Policies:

- LU-4.11: Develop regulations guiding appearance, scale, and location of new development to enable a range of dwelling types and amenities.

- LU-4.12: Improve the existing multi-family housing stock by encouraging, through public- private partnerships, revitalization and replacement of existing apartment complexes in appropriate locations throughout the city.
- LU-4.12: Direct multi-family housing to locations that support residents by providing direct access to public transportation, employment, services, open space, and other supporting amenities.
- LU-4.13: Encourage a high quality pedestrian environment around multifamily housing sites through the provision of walkways, lighting, outdoor furniture, bicycle parking, open space, landscaping, and other amenities.
- LU-4.14: Require that on-site amenities such as walkways, trails, or bike paths be connected to adjacent public facilities.

**Objective:** Develop and maintain livable neighborhoods with a desirable quality of life.

Policies:

- LU-4.15: Promote high quality residential living environments in all types of neighborhoods.
- LU-4.16: Promote community identity, pride, and involvement in neighborhoods.
- LU-4.17: Continue to support the City's neighborhood program to encourage neighborhood involvement, address local conditions, and provide neighborhood enhancements.
- LU-4.18: Protect the character of existing single-family neighborhoods by promoting high quality of development, including through planned development districts (PDDs.)
- LU-4.19: Use design standards to encourage housing types that protect privacy, provide landscaping or other buffering features between structures of different scale, and/or promote investments that increase property values where housing that is more dense is allowed in existing single-family neighborhoods.
- LU-4.20: Development standards for flats and triplex developments should encourage design at the scale of single-family developments by limiting building length and heights.
- LU-4.21: Relate the size of structures to the size of lots in order to create development that fits into a neighborhood.
- LU-4.22: New single-family subdivisions should provide pedestrian and vehicular connections to adjoining residential development unless a determination is made that a physical features of the site, such as a ravine, wetland or pre-existing developed property prevents practical implementation of this provision.

**Objective:** Recognize the unique requirements of residences located on busy arterials and other heavily used corridors.

Policies:

- LU-4.23: Allow greater flexibility with regard to development standards for residential

properties located on busy road corridors.

LU-4.24: Examine where transportation design tools, attractive fences or walls, and landscaping may be used to buffer homes from adjacent traffic.

**Objective:** Support those who wish to work from home while preserving the residential character of the residentially designated areas.

Policies:

LU-4.25: Continue allowing home-based businesses that do not conflict with typical neighborhood functions.

LU-4.26: Provide opportunities for "invisible" home businesses and support appropriate independent business and trades people and service providers to use their homes as a business base.

LU-4.27: Incorporate emergent business trends and state licensure requirements into use standards for home-based businesses.

**Objective:** Relate development of public amenities such as parks, recreation centers, libraries, and other services to residential neighborhoods.

Policy:

LU-4.28: Coordinate capital improvements with targeted growth and expected redevelopment.

**Objective:** Increase the percentage of homeownership in the City.

Policies:

LU-4.29: Allow zero lot line developments and flats with common wall construction on separately platted lots in designations that permit attached unit types.

- Encourage condominium and fee simple townhouse developments with ground access and small yards.
- Encourage the development of small-detached houses on platted lots or condominium developments where lot areas with yards are established without platting.

LU-4.30: Support first time homebuyer programs such as those available through the Washington State Housing Finance Commission and other similar private or not-for-profit programs with similar or better program elements and rates.

**GOAL LU-5:** Recognize relocation issues brought about by demolition or conversion to another use.

Policies:

LU-5.1: On an annual basis, provide a report to policy makers on the loss of affordable housing due to demolition or conversion.

LU-5.2: Identify affordable housing resources that may be lost due to area-wide redevelopment or deteriorating housing conditions.

- LU-5.3: Enforce the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended by the *Uniform Relocation Act Amendments of 1987* and any subsequent amendments, to provide financial and relocation assistance for people displaced as a result of construction and development projects using federal funds. Lakewood shall also enforce Section 104(d) of the *Housing and Community Development Act of 1974*, as amended, requiring the replacement of low- and moderate-income housing units that are demolished or converted to another use in connection with a CDBG project.
- LU-5.4: Consider the use of CDBG funds for relocation payments and other relocation assistance to persons displaced as a result of demolition, conversion to another use, or public actions such as targeted crime reduction programs.



## 2022-04 Review of Zoning, Policies and Code related to Adult Family Homes (AFHs)

Focus on whether to allow AFHs in the Air Corridor 1 (AC1) and Air Corridor 2 (AC2) Land Use Zones

### 2.1.1 Air Corridor 1 and 2

The Air Corridor areas are affected by Joint Base Lewis McChord (JBLM) McChord Field aircraft operations. The potential risk to life and property from hazards associated with military aircraft operations within the Air Corridor necessitate control of the intensity, type, and design of land uses within the designation, with uses tailored to limiting the number of persons placed at risk.

\* \* \*

### 2.1.1 Application of Designations and Population Densities

Lakewood's plan provides for the following densities under its Comprehensive Plan future land-use designations:

Land-Use Designation	Major Housing Types Envisioned	Density <sup>1</sup>		Acres
		Low	High	
Residential Districts:				
Residential Estate	Larger single-family homes	1	4	1044.97
Single-Family Residential	Single-family homes	4	9	4,080.77
Mixed Residential	Smaller multi-unit housing	8	14	344.07
Multi-Family Residential	Moderate multi-unit housing	12	22	313.59
High Density Multi-Family	Larger apartment complexes	22	40	442.82
Mixed Use Districts:				
Downtown	High-density urban housing	30	80-100	318.69
Neighborhood Business District	Multi-family above commercial	12	40	287.30
Arterial Corridor	Live/work units	6	6	18.85
Air Corridor 2	Single-family homes	2	2	235.77
Non-Residential Districts:				
Corridor Commercial	N/A	--	--	471.48
Industrial	N/A	--	--	752.48
Public/Semi-Public Institutional	N/A	--	--	807.18
Air Corridor 1	N/A	--	--	376.18
Open Space & Recreation	N/A	--	--	1945.26
Military Lands	N/A	--	--	24.95
<b>Total designated area</b>	<b>N/A</b>			<b>11464.36</b>
<b>Excluded: Water &amp; ROW</b>	<b>N/A</b>	--	--	<b>1172.14</b>
<b>TOTAL:</b>				<b>12636.5</b>

<sup>1</sup> As expressed in the Comprehensive Plan for new development; existing densities are unlikely to match and may already exceed maximums in some cases.

As may be derived from this information, over 82% of that portion of Lakewood allowing residential

uses is dedicated to clearly urban densities, with about 17.5% of residentially designated densities constrained by environmental or unique air corridor considerations. This equates to an overall average density of more than 15.5 du/ac throughout those areas designated for residential and mixed uses.

These figures do not capture existing residential densities in areas currently designated for no new residential development, such as, but not limited to, the air corridor. Owing to pre- incorporation zoning practices, the existing land-use patterns in Lakewood are jumbled.

Despite being designated for redirection away from residential uses, it is likely that newer or sounder housing stock within non-residentially zoned areas will perpetuate beyond the life of this plan.

\* \* \*

LU-2.19: Except for parts of the Woodbrook neighborhood which is slated to be redeveloped as Industrial, and existing mobile home parks located in commercially designated zones or in Air Corridors, encourage preservation, maintenance, and improvements to existing subsidized housing and to market- rate housing that is affordable to low and moderate-income households.

\* \* \*

#### **Policies:**

##### **LU-34.1: Air Corridors Established. (Figure 3.14)**

The two air corridor areas (Air Corridor 1 and 2) extend northward from the McChord Field runway and are subject to noise and safety impacts of military flight operations. Figure 3.14 shows the Air Corridor boundaries. The potential risk to life and property from hazards that may be associated with military aircraft operations, as distinguished from general/commercial aviation corridors necessitates control of the intensity, type, and design of land uses within the designation.

A. Air Corridor 1 (AC1) comprises the Clear Zone (CZ) and the Accident Potential Zone Designation I (APZ I) as identified through the Air Installation Compatible Use Zone (AICUZ) program. The CZ is a 3,000 by 3,000 foot zone at the end of the runway where there is the highest statistical possibility of aircraft accidents. Any existing or future development in the CZ is of concern. USAF analysis indicates that 28% of all air accidents occur within the CZs. Development in the CZ increases the likelihood of flight obstructions such as physical structures, smoke, and glare, and challenges the military's ability to safely carry out missions. Development should be prohibited in this zone. Any use other than airfield infrastructure (e.g., approach lighting) is incompatible in the CZ. The APZ I designation has somewhat lower accident potential than the CZ, but it is high enough that most types of development in this zone are discouraged, including residential uses.

B. Air Corridor 2 (AC2) comprises the Accident Potential Zone Designation II (APZ II), again, as identified through the Air Installation Compatible Use Zone (AICUZ) program. The APZ II designation has a lower accident potential, and some compatible uses are appropriate; however, uses that concentrate people in the APZ II, including residential uses at densities greater than two dwelling units per acre, are considered incompatible per federal guidance.

C. Special Note on Air Corridor 1 and 2 boundaries: There are minor discrepancies in boundary locations between the Air Corridors and the CZ, APZ I and APZ II. The Air Corridor boundaries follow property lines whereas the CZ, APZ I and APZ II are based in imaginary surface areas. The CZ is 3,000 feet by 3,000 feet, measured along the extended runway centerline beginning at the end of the runway; APZ I is 3,000 feet wide by 5,000 feet long; APZ II is 3,000 feet wide by 7,000 feet long.

**LU-34.2: Compatible Land Use Policies.**

Regulate land uses and/or activities that could adversely impact present and/or future base operations and protect JBLM and McChord Field from further incompatible encroachment. Regulate land use within the AC1 and AC2 zones to protect public health and safety, ensure a compatible mix of land uses, and support ongoing McChord Field operations, consistent with the GMA, CPPs, JBLM Joint Land Use Study (JLUS) recommendations.

- A. Land use decisions regarding proposals located in the AC1 and AC2 zones shall consider regional and national needs as well as local concerns.
- B. Review proposed Comprehensive Plan and zoning amendments for compatibility with the JBLM Air Installation Compatible Use Zone (AICUZ) program and Joint Land Use Study. Identify priority areas in which to resolve inconsistencies with AICUZ regulations.
- C. Comprehensive Plan amendments and zone reclassifications within AC1 and AC2 that would increase residential densities, geographically expand residential zones, establish a new residential designation, change an existing commercial or industrial designation to a residential designation, or allow residential uses in commercial or industrial zones are prohibited.
- D. Sensitive uses that have a high concentration of people such as, but not limited to, schools, religious institutions, theaters, public assembly facilities and day care facilities are prohibited from locating near McChord Field and/or within the AC1 and AC2 zones.
- E. Existing Industrial uses in the AC1 (but outside of the Clear Zone) and AC2 zones are to be preserved and industrial uses that complement aviation facilities are encouraged. The siting of warehousing, storage, open space, and other appropriate land uses within the air corridor areas are encouraged.

\* \* \*

LU-64.2: Work with JBLM to minimize noise exposure at McChord Field and development of noise attenuation programs within the air corridors.

LU-64.3: Require new development along arterial streets, I-5, SR 512, and within the air corridors to include noise attenuation design and materials where necessary to minimize noise impacts from roadways and aircraft.

## **2022-05 Update sections of the Comprehensive Plan to reflect the adoption of VISION 2050 by the Puget Sound Regional Council (see, e.g., Section 1.6.7.1)**

Technical update to reflect VISION 2050 versus VISION 2040

### **3.2.7 Housing Characteristics**

\* \* \*

#### **I. Group Quarters**

There were 1,544 people living in group quarters in Lakewood at the time of the 2010 census, the most recent data available. This was equal to 2.7% of the total population in Lakewood. Group quarters includes Western State Hospital which is a regional facility serving 19 counties in Washington. There were 794 people counted residing at the psychiatric hospital.

\* \* \*

### **3.8 Western State Hospital (WSH)**

Shortly after the City's incorporation in 1996, the state Department of Social and Health Services (DSHS) completed a master plan for the WSH campus. In 1998, DSHS applied for and received a public facilities permit from the City to formally acknowledge the proposed improvement projects within the master plan. The scope of work under the public facilities permit formed a basis upon which DSHS could then seek capital appropriations for projects upon the WSH Campus. The WSH public facilities permit (LU98059) was approved by the Hearing Examiner on September 22, 1998, and formally ratified by the City after adoption of an interlocal agreement in March 30, 1999. This action permitted DSHS to implement a six year capital facilities plan including the construction of a 163,000 square foot replacement legal offender unit. The plan, in part, was to include the demolition of a women's work release building which in past years was operated by the state Department of Corrections (DOC); demolition was to take place in 2004.

However, the women's work release building was not demolished. In February 2005, the City became aware of a plan by DOC to relocate the Tacoma-based Progress House, a work release facility to the WSH campus, in place of the women's pre-release facility which had been closed. Media surrounding the action made it appear that DOC was not going to pursue a siting process, as required by law, or potentially, City permits to undertake the move. The City, unsure of the actions of DOC, imposed a moratorium on the WSH Campus. The City also instituted revised land use regulations for essential public facilities. Legal action ensued. Both the moratorium and the revised land use amendments were eventually upheld. To-date, the current master plan adopted in 1999 for WSH has never been updated. Only minor additions/alterations have been permitted on the WSH campus.

**GOAL LU-40:** Recognize the unique nature of federal patent lands at Western State Hospital and Fort Steilacoom Golf Course.

Policies:

LU-40.1: Work with DSHS to update the Western State Hospital Campus Master Plan.

LU-40.2: Enforce the City's public facilities master plan process confirming that: 1) appropriate provisions are made for infrastructure and/or services; 2) approval criteria and mitigation measures are incorporated into project approvals; and 3) the safety of the general public, as well as workers at, and visitors to, Western State Hospital is ensured.

LU-40.3: Avoid as much as possible incompatible uses on the WSH campus which could adversely impact existing uses, adjoining properties, or adversely impact at-risk or special needs populations, including but not limited to children and the physically or mentally disabled.

\* \* \*

## **7.1 Sanitary Sewers**

Sewer service in the City of Lakewood is almost entirely provided by Pierce County Public Works and Utilities. Sewer service was recently expanded to serve the Tillicum and Woodbrook communities. The Town of Steilacoom provides sewer service to Western State Hospital. Steilacoom has indicated that its facilities serving the Western State Hospital currently have additional growth capacity. The City of Tacoma provides sewer service to the Flett subdivision, and to commercial and residential users located in northeast Lakewood (80<sup>th</sup> Street and 84<sup>th</sup> Streets). Figure 7.2 describes the locations of all major sewer trunk lines within Lakewood.

\* \* \*

### **7.1.1 Other Water Purveyors**

Minor portions of the city are served by the Southeast Tacoma Mutual Water Company, and the City of Tacoma. Continued service to these areas is expected to be adequate for the 20-year planning period. Western State Hospital provides its own water service. There are also private wells servicing existing mobile home parks scattered throughout Lakewood.

**2022-06 Update Comprehensive Plan Figures 3-5, 3-6, and 3-8 to reflect adoption of the 2020 Parks Legacy Plan; update Figure 4.1 with an updated Urban Focus Area map depicting the Downtown and Lakewood Station District Subareas, the Tillicum Neighborhood, and the City Landmarks listed in Section 4.4 text.**

Technical update to Comprehensive Plan Maps

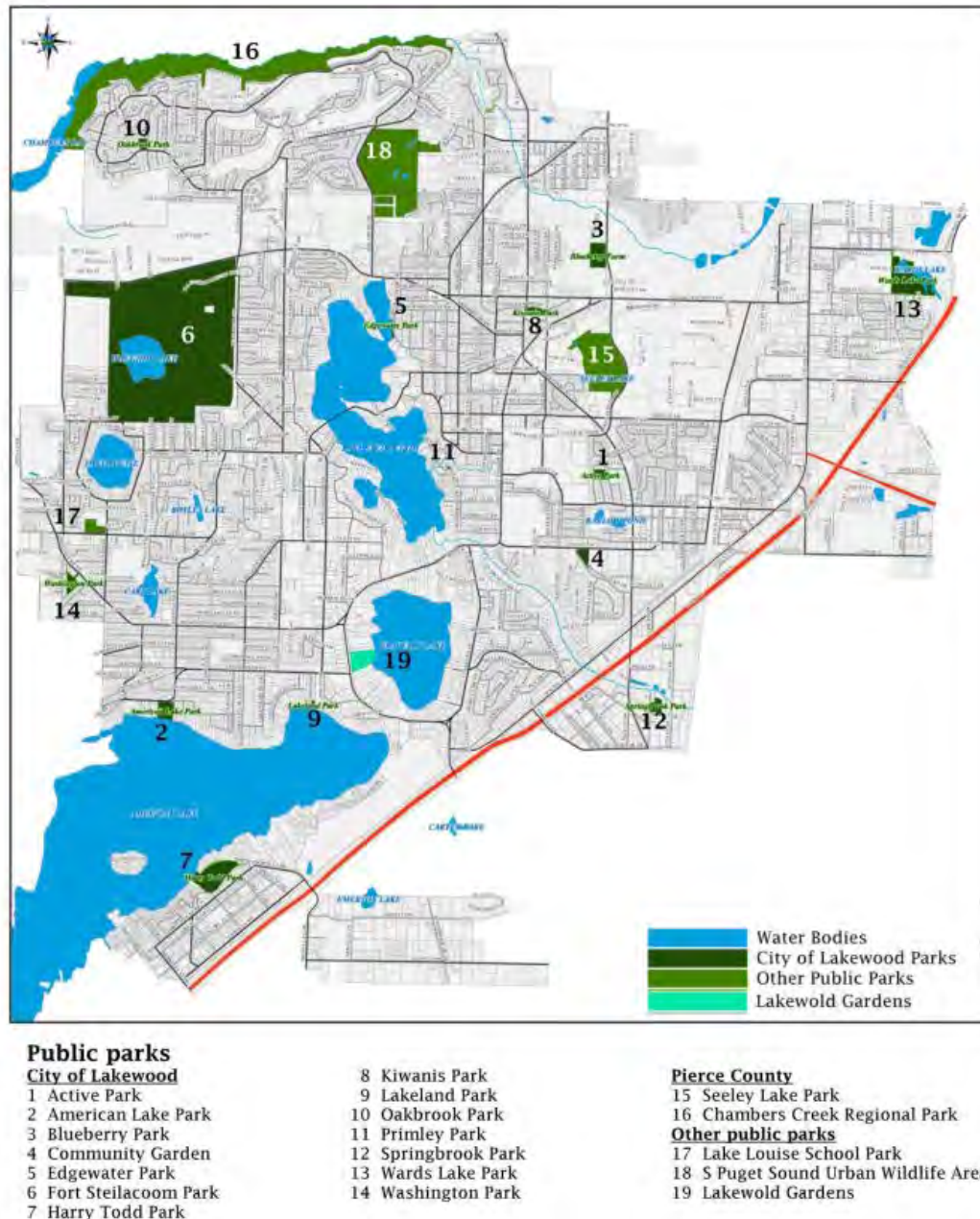


Figure 3.5





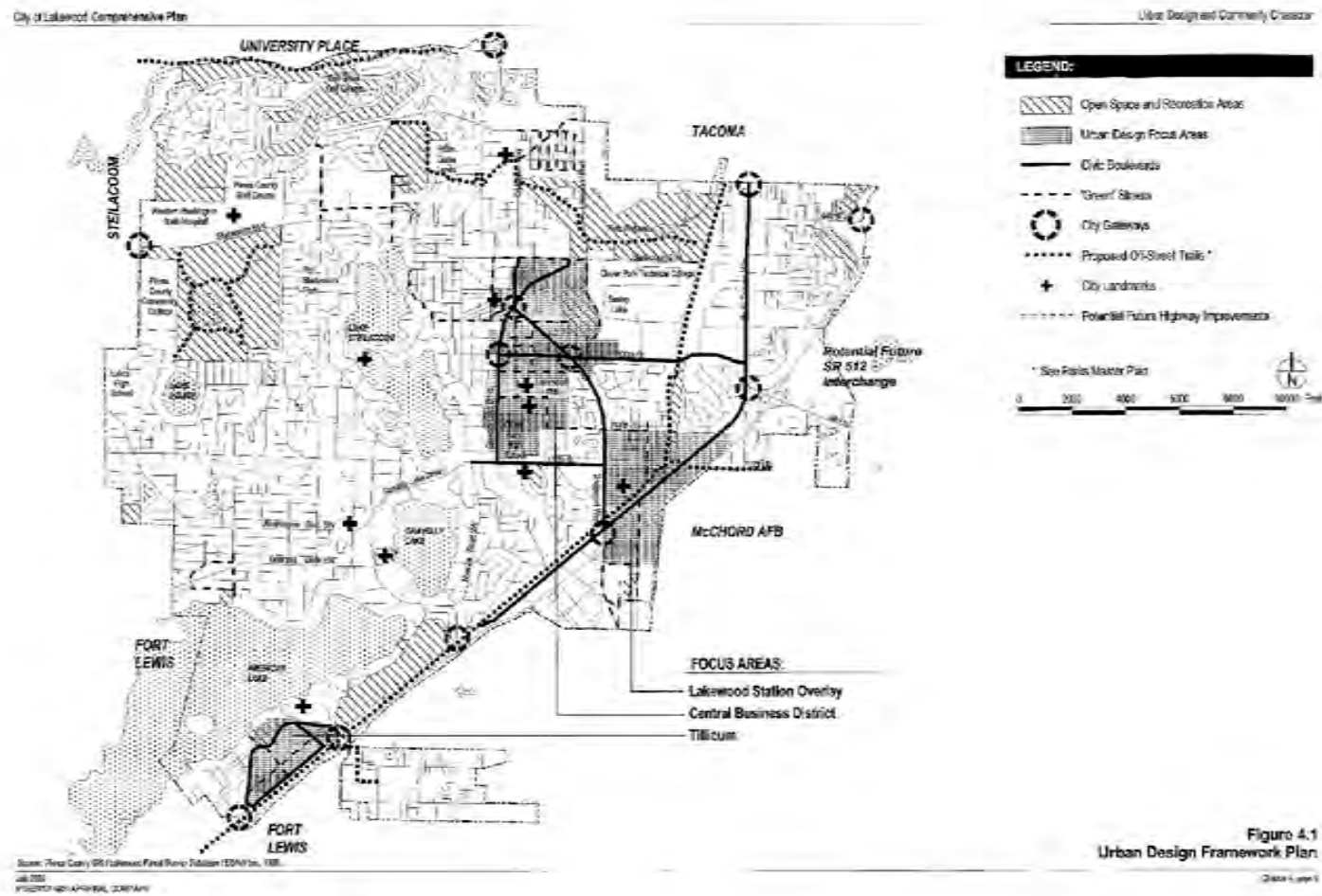
Figure 3.6

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Figure 4.1



## 2022-07 Parking requirements in LMC Chapters 18A.80 and in 18C.600 (Lakewood Station District Subarea Plan)

Review of current city-wide and subarea-wide parking requirements directed by City Council:

- 18A.80 Parking requirements adopted via Ordinance 726 in December 2019
- 18C.600 Parking requirements adopted via Ordinance 751 in May 2021

### 18A.80.020 General requirements

G. Location. Off-street parking facilities shall be located on the same property as the use they are required to serve and within three hundred (300) feet of the use, except as provided below. Where a distance is specified, such distance shall be the walking distance measured from the nearest point of the parking facilities to the nearest point of the building that such facility is required to serve.

1. For a nursing home, assisted living facility, convalescent home, or group home, the parking facilities shall be located within one hundred (100) feet of the building they are required to serve.
2. For multifamily dwellings where the lot cannot accommodate all the required parking on site for its needs, up to forty (40) percent of the required parking may be located on a lot adjacent to the development; provided, that the lot is legally encumbered pursuant to LMC 18A.80.060.
3. For all nonresidential uses where the lot cannot accommodate all the required parking on-site for its needs, parking facilities shall be located not farther than seven hundred fifty (750) feet from the facility; provided, that the lot is legally encumbered pursuant to LMC 18A.80.060. Parking shall not be permitted on properties zoned single-family residential (R1, R2, R3, R4), mixed-residential (MR1, MR2), multi-family (MF1, MF2, MF3), or open space (OSR1 and OSR2) unless the parking is being provided for a use that is permitted in said district.

**TABLE 18C.600-1. OFF-STREET PARKING REQUIREMENTS**

Land Use	Vehicular Parking Requirement	Bicycle Parking Requirement
Residential	Single-family: 2 per dwelling unit Accessory dwelling: 1 per dwelling unit; provided, that no additional parking is required when located within one-quarter mile of the Sounder Station. (RCW <a href="#">36.70A.698</a> ) Senior citizen apartments: 1 per 3 dwelling units* Multifamily housing: 1.25 spaces per dwelling unit* *See process in subsection (B) of this section to prepare parking study to reduce further near station.	Meet rates and standards of: Chapter <a href="#">18A.80</a> LMC
Retail. Services, Restaurants	2 per 1,000 GSF minimum; 3 per 1,000 GSF maximum	Meet rates and standards of: Chapter <a href="#">18A.80</a> LMC
Office	2 per 1,000 GSF minimum; 3 per 1,000 GSF maximum	Meet rates and standards of: Chapter <a href="#">18A.80</a> LMC
Street-Level Retail 3,000 sq. ft. or less per business	None where there is available public parking within 500' or abutting on-street parking designed to serve street level retail	Meet rates and standards of: Chapter <a href="#">18A.80</a> LMC

B. **Parking Reductions or Increases.** The amount of required parking may be reduced or eliminated, or increased above the maximum, based on a site-specific parking study that demonstrates one (1) or more of the following:

1. **Reduction Due to Shared Parking at Mixed-Use Sites and Buildings.** A shared use parking analysis for mixed-use buildings and sites that demonstrates that the anticipated peak parking demand will be less than the sum of the off-street parking requirements for specific land uses.
2. **Reduction Due to Public Parking Availability.** The availability of public parking to accommodate the parking demand generated by the site or building. The City may approve a reduction in the amount of required parking by up to fifty (50) percent for any parking stalls that will be open and available to the public. On-street parking may be considered for the reduction; any new on-street parking provided will be counted toward the required parking availability.
3. **Reduction Due to Lower Parking Demand or Increase Based on Greater Parking Demand.** Demonstrating that anticipated parking demand will be less than the minimum parking required, or greater than the maximum allowed, shall be based on collecting local parking data for similar land uses on a typical day for a minimum of eight (8) hours.
4. **Reduction for Housing in Proximity to Sounder Station (RCW 36.70A.620).** When located within one-quarter (0.25) mile of the Sounder Station, an applicant may apply for an exception allowing minimum parking requirements to be reduced at least to one (1) parking space per bedroom or three-quarters (0.75) space per unit, as justified through a parking study prepared to the satisfaction of the Community Development Director or their designee:
  - a. Housing units that are affordable to very low-income or extremely low-income individuals;
  - b. Housing units that are specifically for seniors or people with disabilities;
  - c. Market rate multifamily housing.

In determining whether to grant a parking reduction, the Community Development Director may also consider if the project is proposed in an area with a lack of access to street parking capacity, physical space impediments, or other reasons supported by evidence that would make on-street parking infeasible for the unit.

C. **Parking Location and Design.** Parking shall be located behind the building or in a structure except in locations where the parking frontage type is permitted.

D. **Shared Parking.** Shared parking is encouraged to support a walkable and pedestrian-oriented Station District where people can park once and visit multiple destinations. Off-site shared parking may be authorized per the standards in Chapter 18A.80 LMC.

E. **Public Parking.** Public parking is permitted as a principal or accessory use in the Station District subject to the frontage and design standards.

F. **Dimensional Standards.** Parking stall and circulation design shall meet the standards of Chapter 18A.80 LMC. [Ord. 751 § 2 (Exh. B), 2021.]

**From:** [n.bre](#)  
**To:** [Briana Schumacher](#)  
**Subject:** Objection to removing Tree Ordinance Amendments from the 2022 Comprehensive Plan Amendment Cycle  
**Date:** Monday, November 1, 2021 8:36:23 AM

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*- helpdesk@cityoflakewood.us ext. 4357*

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Dear Ms. Schumacher, I am providing these comments with regard to the proposal to remove the Tree Ordinance Amendments from the 2022 Comprehensive Plan Amendment Cycle.

I object to this proposal and recommend that it continue to be addressed as initially proposed. The proposal to remove it from the 2022 Comprehensive Plan Amendment Cycle will further delay needed changes to the ordinance. Without changes to the tree ordinance, the City of Lakewood and its citizens will continue to see the removal of trees that provide important functions addressing climate change (carbon dioxide removal) and cooling due to the shade they provide. This is in addition to wildlife habitat and aesthetic values.

Thank you for consideration of my comments.

Sincerely, Nancy Brennan-Dubbs

**From:** [Rachel Mackey](#)  
**To:** [Briana Schumacher](#)  
**Subject:** Tree preservation code  
**Date:** Monday, November 1, 2021 9:19:48 PM

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- helpdesk@cityoflakewood.us ext. 4357

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Good evening

I was apart of the city council meeting tonight but was never called on to speak for some reason.

I was going to reiterate on the tree preservation code that I heard this evening. I absolutely agree with all the comments made about the urgency and importance of saving the Gerry oak trees in Lakewood. It is absolutely critical that either a moratorium is created or that the council take serious action to help preserve the last of the trees that remain here. They are so vital and important to the city that every month and year that go by with them being cut it is harming the citizens in various ways. I hope the council will take these requests seriously and do what's best for the good of everyone. Making money or putting that agenda ahead of the people is just not right!!! Take the right action and help those who are trying to help with global warming and it's citizens!!

Rachel  
Lakewood resident

Sent from my iPhone

November 1, 2021

To: Member of the Lakewood City Council

To Whom It May Concern,

My name is Judith Manetti. I have lived in Lakewood for many years.

As I understand it, the warehouse developer at the former Oakwood School property has been persuaded to save some of the Garry Oak trees. You are to be commended for encouraging such a plan that would save many precious trees. It is nevertheless unfortunate that about fifty will still be destroyed.

To help prevent similar crimes against nature and humanity in the future, the tree preservation code amendments should not be removed from the 2022 Comprehensive Plan amendment cycle, because the situation is a true emergency. It is crucial that positive, constructive, measures be established immediately, while we still have trees in our "environmental treasury."

It takes years for a wonderful tree to grow to maturity, it takes minutes to fell a tree and completely destroy its potential to enhance the life of even one individual - to say nothing of the prospects of our entire city. Lakewood has a population in excess of 50,000 residents. Thankfully, these good people are becoming aware of their responsibility to make their voices heard in order to save the trees. Please, please, please hear those voices, and fully honor their demands to save our trees.

Surely you, as the rest of us, are daily becoming more acutely aware of the climate change crisis. Trees play a pivotal role in stabilizing climate conditions, and fostering a return to a normal environment, insuring a place fit for human habitation. Lakewood needs to seize this opportunity to save our precious trees. They have immense value to our lives. No doubt you are aware of the contributions they make to improvement of air quality, the shade from the sun they provide, and their beauty which enhances the environment for all residents of – and visitors to – Lakewood.

At entrances to our city, our name is proudly etched on markers. What happens if the trees are carelessly allowed to vanish through human disinterest & neglect as a result of poor leadership in the City Council in the interests of the quality of life in our lovely little city? Will those signs then simply say “Welcome to Lake.” By the way, the quality condition of the Lakes is a serious consideration for another time.

Most sincerely,

Judith Manetti

**From:** [Karen Martin](#)  
**To:** [Briana Schumacher](#)  
**Subject:** gary oaks  
**Date:** Sunday, October 31, 2021 1:14:20 AM

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I have written several times to Lakewood reps and no one seems to care and I have been beyond frustrated. This issue can not be set aside. DO something NOW> Set an example for future generations by preserving these trees that can not be replaced and took hundreds of years to grow. Lakewood is looking like crap with way too much new development, empty building and no more natural areas where new building are going up. These trees are important to our climate and habitat. This is a no brainer... those that vote against saving these trees and protecting our environment have no place on the council and seriously do not have the best interest of Lakewood in mind, There is too much of the same being built. What happened to the surveys we took to keep Lakewood's beauty and attract establishments that would fit in with the natural landscape, The tree preservation code amendments should not be removed from the 2022 Comprehensive Plan amendment cycle, because this is an emergency, the trees are in imminent danger, there is a climate crisis, and we need concrete steps taken now, not two years from now. Ask for a moratorium on tree cutting. We have hundreds of people following this issue closely. The local news is following this issue also. You do not want to be on the wrong side of this issue. It is way too important and you are supposed to be representing the people of Lakewood, not the developer!!!!

Karen Martin



**From:** [Matthew McCarthy](#)  
**To:** [Briana Schumacher](#)  
**Subject:** Public comments for Lakewood city council.  
**Date:** Monday, November 1, 2021 12:40:33 PM

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*- helpdesk@cityoflakewood.us ext. 4357*

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To whom it may concern. I am a resident of Lakewood WA. and I wish to make a comment on the city council's proposal to remove the tree charter from the review process. We all know that the Garry oaks in Lakewood are under threat and we have been losing them at an alarming rate. This cannot be allowed to continue just so that well connected individuals can profit at the expense of future generations. We need to close the existing loopholes in the code such as " at the discretion of the director" We need to strengthen the tree code not scap it wholesale. Now is the time for stricter control and in my opinion a complete ban on cutting anymore trees. This council has a history of allowing private interests to destroy our quality of life in the city of Lakewood and unless they are stopped they will continue to do so. Enough is enough! We need more action not less. Have you heard of climate change? No more corrupt politicians.

Sincerely  
Matt McCarthy

**From:** [Tricia Parsons](#)  
**To:** [Briana Schumacher](#)  
**Subject:** Public comments for this evening's meeting 11/1/2021  
**Date:** Monday, November 1, 2021 1:11:43 PM

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- [helpdesk@cityoflakewood.us](mailto:helpdesk@cityoflakewood.us) ext. 4357

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I have a conflict this evening and won't be able to watch the meeting live, but would like my comment recorded if that is possible.

My name is Tricia Parsons, I'm a Lakewood resident, and my family has lived in Lakewood for well over 50 years. My grandmother, TD Imholt was heavily involved in cityhood and also in preservation of the Garry Oaks, we can have both. I'm speaking on behalf of the Garry Oaks and the tree preservation code. It's been brought to my attention that the city wants to take the tree amendments off of the agenda for 2022 in favor of 2023 instead. This does not work. The amendments should not be removed from the 2022 Comprehensive Plan amendment cycle, our current Oaks trees are in danger. Lakewood residents & businesses continue to remove and maim these trees, due to lack of education or because they don't recognize how important these trees are to the beautification and livability of our city. Once they are gone we can not regrow them to replace what has taken 300 years to grow into a beautiful canopy that helps sustain wildlife and provides shade and reprieve from the growing warmth around us. We are living in a climate crisis, and we need to take steps now before we no longer have shade to shield us. We need a moratorium on Oak tree cutting and removal, delaying the plan until 2023 will only hurt Lakewood more. I hope you can take these comments and more from residents like me into consideration.

Thank you.

Trish

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**Tricia Parsons** | Art Director - Designer | [www.triciaparsons.com](http://www.triciaparsons.com)

November 1, 2021

To: Members of the Lakewood City Council

Good evening. My name is Helen Wagner and I live in Lakewood.

I have been advocating for the oaks for several months now.

It seems that perhaps taking the tree preservation code process out of the 2022 Comp Plan amendment cycle would mean waiting until the next charter revision cycle to implement new stringent tree protections.

If so, the Council would be allowing ample time for developers and unethical homeowners to cut down all the oaks and other trees that they want, before those stricter rules are implemented. We certainly hope that this would not be the case. If so, this new plan puts the whole system in jeopardy, since each missed opportunity to save the Earth brings us closer that unthinkable point of no return!

I am assuming that Council members are local. I have also read the position papers of those of you who are running for reelection. How many of you mentioned our trees specifically or the necessity of keeping vegetation to slow down warming? I thought so.

You are our elected leaders, those with whom our future is entrusted. Please do not wait to address the tree issue. We will never have another chance to protect that legacy. We need stronger rules NOW, not later. Do not delay; our Garry oaks need you. Thank you for your attention.

Helen R. Wagner

**From:** [bessbree@nventure.com](mailto:bessbree@nventure.com)  
**To:** [Briana Schumacher](#)  
**Subject:** written comment: keeping tree preservation review in 2022 Comprehensive Plan Amendment Cycle  
**Date:** Sunday, October 31, 2021 3:22:45 PM

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*- helpdesk@cityoflakewood.us ext. 4357*

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My name is Celia Warren and I'm writing for myself and my husband Rob Warren. We would like to be listed as parties of record in asking that the City of Lakewood include tree preservation as an essential item in the agenda for the 2022 Comprehensive Plan Amendment Cycle.

We are very concerned that the City leaders are thinking of setting tree code review aside until after the 2022 Cycle. Every day more of the few remaining Garry Oaks are removed during property development due to inadequate code protections. In order to save as many trees as possible so as to help air quality, reduce heat islands, save crucial habitat, and preserve the beauty of Lakewood, we urge the City Council to recognize the urgency of addressing the tree preservation code now. Across the world and America and our NW corner of America, our climate is in crisis because we keep putting off what we know must be done. In both the short and long-term, are the profits from development worth it if we destroy our nest in the process by contributing to environmental degradation?

We urge the City Council to take the necessary concrete actions through the 2022 Comprehensive Plan Amendment Cycle by retaining tree preservation code review and revision in the 2022 Cycle agenda. Thank you for considering the concerns of us, your neighbors in University Place. All of us in Pierce County need to do our part to protect Garry Oaks.

**From:** [Lowell Wyse](#)  
**To:** [Briana Schumacher](#)  
**Subject:** Public comment re: tree preservation  
**Date:** Sunday, October 31, 2021 1:16:18 PM

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*- helpdesk@cityoflakewood.us ext. 4357*

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Public Comment for Lakewood City Council Meeting 11/1/21:

I strongly support the implementation of an urban forestry program for the City of Lakewood, along with updated tree preservation codes.

The tree preservation code amendments should not be removed from the 2022 Comprehensive Plan amendment cycle, because this is an emergency, the trees are in imminent danger, there is a climate crisis, and we need concrete steps taken now, not two years from now. There should be a moratorium on tree cutting until the comprehensive tree preservation codes are implemented.

There should also be specific protections for garry oak habitat in the final code update.

Sincerely,  
Lowell Wyse  
Tacoma, WA

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

November 15, 2021

**REVIEW:**

September 27, 2021

November 1, 2021

**TITLE:** Motion authorizing the City Manager to enter into a contract for services with BERK Consulting to update the City's Tree Preservation Code in the amount \$59,890.

**ATTACHMENTS:**

Standard Consulting Services Contract; Scope of Work including Attachments

**TYPE OF ACTION:**

— ORDINANCE NO.

— RESOLUTION NO.

✓ MOTION NO. 2021-92

— OTHER

**SUBMITTED BY:** Dave Bugher, Assistant City Manager/Community & Economic Development Director.

**RECOMMENDATION:** By minute motion, it is recommended that the Mayor and City Council authorize the City Manager to execute the attached contract for services, including the scope of work and related documents, with BERK Consulting for the purpose of updating the City's Tree Preservation Code in the amount not to exceed **\$60,000**.

**DISCUSSION:** In late summer, 2021, the City Council directed the City Manager to move forward, and begin the process to amend the City's tree preservation code (Title 18, Chapter 18.70, Article III). Amending the code was in response to public criticism specific to Garry oak tree preservation.

On September 27, 2021, the City Council received a follow-up report. This report provided a detailed analysis of the current tree code, in addition to providing commentary on areas of improvement. Garry oaks was part of the discussion, but not the entirety. It was recommended that the City move forward with hiring an outside consultant to prepare a public participation plan as part of the update. Council agreed with this approach. *(See next page.)*


**ALTERNATIVE(S):** 1) Do not authorize the contract for services, and direct the City Manager to update the tree preservation code in-house. 2) Modify the proposed scope of work, directing a different approach than what has been submitted so far. 3) Choose a different consultant.

**FISCAL IMPACT:** This is a General Fund expenditure, and has been included in the 2021-2022 mid-biennium budget adjustment which is scheduled for action also on November 15, 2021.

Dave Bugher

Prepared by

Department Director

  
City Manager Review

**DISCUSSION, CONTINUED:** The City reported back to the City Council on November 1, 2021. Council was presented with a draft public participation plan, in addition to an entire scope of work to rewrite/update the tree preservation code. The cost was reported at \$60,000.

Based on Council comments, and those from the audience, the scope of work has been revised to:

- 1) Review tree permit fees;
- 2) Reference Garry oaks and other tree types; and
- 3) A completion date of August, 2021.

Project costs would remain the same.

**NEXT STEPS:** If the contract for services is approved, the next step would be the formation of the ad hoc committee based on Lakewood Municipal Code (LMC) Title 2, Chapter 2.67:

2.67.010 Appointment. The City Council may appoint ad hoc committees for any proper City Council purpose, subject to such direction and control as the Council may provide. Council action under this section may be taken by motion. Ad hoc committees are advisory bodies to the City Council and cannot take final action within the meaning of RCW 42.30.020(3).

2.67.020 Work Plan. Upon creation of an ad hoc committee, the City Council shall adopt a work plan for the committee which shall identify the purpose of the committee, duties, a general timeline including end date and reporting requirements specific to the committee.

2.67.030 Membership. Members shall be appointed to accomplish the goals and objectives of the ad hoc committee as identified in the work plan. Membership shall be sufficient in number, experience, expertise and interest to effectively complete the work plan.

2.67.040 Compensation. Members of the ad hoc committee shall serve without compensation.

2.67.050 Termination. The term of the ad hoc committee is as specified in the work plan for the committee. When an ad hoc committee is unable to accomplish the work plan in the term specified, the committee must so inform the City Council. The City Council may allow the committee to terminate as scheduled without completion of the work, amend the work plan as desired to accomplish the purposes intended or extend the term of the existing work plan to a specific date.

2.67.060 Reporting. In addition to any reporting required in the work plan for an ad hoc committee, each committee shall be required to, upon completion of the work plan, provide a final report to the City Council as described in Chapter 2.68 LMC.

Additionally, the proposed public participation plan makes specific recommendations as to the make-up of the ad hoc committee based on three principles: those who are affected by a policy decision; those who can affect a policy decision; and those who have the resources and authority to carry out a policy decision.

It is suggested that the Council advertise for appointments to the committee, require a one-page application, and provide an end-date for application submittal. The City Council would then review the applications and make appointments, determine the size of the ad hoc committee. *Dates for review of applications, making ad hoc committee appointments, and determining the size of ad hoc committee have not been determined. To stay on schedule, the Council may want to open up an application period in December, with appointments and ad hoc committee governance occurring in January 2022.*

It is assumed that the ad hoc committee's work plan would correspond to the approved scope of work.

While the ad hoc committee is in the process being established, BERK Consulting would be holding a kickoff meeting with city staff to fine-tune scope, and work schedule. Tasks 2.1, 2.2, and 2.3 would be underway before the first ad hoc committee meeting.



**PROFESSIONAL SERVICES AGREEMENT  
FOR**

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This Professional Services Agreement ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between the City of Lakewood, a Washington municipal corporation ("City"), and \_\_\_\_\_, \_\_\_\_\_ ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

:	<b>CITY OF LAKEWOOD:</b>

The Parties agree as follows:

- 1. TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than \_\_\_\_\_("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.
- 2. SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
- 3. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party \_\_\_\_\_days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

#### **4. COMPENSATION.**

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

#### **5. INDEMNIFICATION.**

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6. Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

8. **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

**10. CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**11. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**12. GENERAL PROVISIONS.**

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and

benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Contractor's Employees – Employment Eligibility Requirements. The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

12.5 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information to the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section.

12.6 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.7 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

Date: \_\_\_\_\_

CITY OF LAKEWOOD

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

John J. Caulfield, City Manager

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Heidi Ann Wachter, City Attorney



## **EXHIBIT “A”**

### **SERVICES**

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Contractor shall do or provide the following:

## **EXHIBIT “B”**

### **COMPENSATION**

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed \_\_\_\_\_ and \_\_/100 Dollars (\_\_\_\_\_) and Washington State sales tax equal to \_\_\_\_\_ and \_\_/100 Dollars (\$\_\_\_\_\_) for a total amount not to exceed \_\_\_\_\_ and \_\_/100 Dollars (\$\_\_\_\_\_).

2. Method of Compensation:

# Tree Preservation Code

The City of Lakewood is considering amendments to its Tree Preservation Code. The City has requested a scope to prepare a public participation plan to support the docket process. A full scope is also desired to help facilitate a public process and to conduct professional evaluation, research, and code amendment options. BERK Consulting, Inc. will serve as prime, develop code amendments, and facilitate discussions with City staff, an Ad-Hoc advisory committee, Planning Commission, and City Council. PlanIT Geo will provide subject matter expertise regarding tree standards, and provide tree canopy information to support the code amendment process.

## Phase 1 Scope: Public Participation Plan

Develop a written Public Participation Plan addressing the following elements:

- Proposal and Objectives
- Public Outreach & Engagement Guiding Principles
  - Statement on Equity<sup>1</sup>
  - HEAL Act Relationship
- Stakeholders & Audiences
  - Communities and Areas of Focus
- Public Engagement Strategies & Activities
- Schedule
- Appendices:
  - Demographic Information
  - Maps: Department of Health Disparities Mapping, Urban Heat Island Mapping

BERK will prepare a preliminary draft and public draft Public Participation Plan addressing a period from approximately January 2022 to October 2022.

## Phase 2 Scope: Tree Code Development and Facilitation

### Task 2.1 Kickoff Meeting and Ongoing Coordination

The Consultant will set a kick off meeting with City staff that are charged with land use/building permit reviews as well as charged with tree canopy management in rights of way or parkland. The purpose of the meeting will be to review the scope and schedule for the tree preservation code update.

### Task 2.2 Lakewood Tree Canopy Situation Assessment

With this task, the Consultant will prepare a canopy cover analysis to understand and inform the tree preservation code update, regarding species and age diversity, cost-benefits, master tree list, etc. While there are existing data sources (e.g. Coastal Atlas 2011, WDFW High Resolution Change Detection 2017), the Consultant team can synthesize and evaluate the most current information and set a more

<sup>1</sup> See: [https://cityoflakewood.us/wp-content/uploads/2021/04/RELEASE\\_202104-Resolution-2021-05-1.pdf](https://cityoflakewood.us/wp-content/uploads/2021/04/RELEASE_202104-Resolution-2021-05-1.pdf)

recent baseline, custom disaggregation by sub-geographies or land use types, and historic analysis to assist with equity analysis, tree canopy goals, and tree preservation code options.

The canopy cover analysis will include:

- Tree canopy cover percent. The data can be shared based on several geographies, e.g. entire city, census blocks, block groups.
- Land cover metrics (tree canopy, shrub, grass/open space, impervious, bare soil, water metrics). This can inform tree canopy location as well as where there are opportunities for additional trees.
- Two Custom Boundary Metrics (ex. neighborhood, parcels, land use, parks, rights of way, private/public, etc.). This can inform differences in tree canopy for areas of preservation or tree planting opportunities.
- Canopy Change Metrics (Choose historical year up to 10 years). This can show changes over time to inform trends and goals.

See Attachment A.

## Task 2.3 Lakewood Tree Code Evaluation

The Consultant team will evaluate the current tree preservation code regarding best practice industry standards, research, and worksheets to review and cross-examine existing ordinances and policies impacting or affecting trees in the City. PlanIT Geo will focus on best practices with their subject matter expertise. See Attachment A. The code evaluation and best practice research will address the range of tree types in Lakewood including Garry Oaks and other species of deciduous and evergreen trees.

Based on the tree canopy evaluation and tree code evaluation, BERK will develop issues and options for the tree code amendments and potential incentives, applying them to case study sites (residential, commercial, industrial, others). This would demonstrate the effect and tradeoffs of different approaches. BERK will review tree code evaluation findings regarding administrative / permit procedures that are a fit for Lakewood. This will include a comparison of tree removal permit fees from example jurisdictions. BERK will identify potential coordinating changes with Comprehensive Plan policies and with other city regulations such as critical areas; these may be addressed in the following docket as appropriate.

## Task 2.4 Tree Advisory Committee Facilitation

The Consultant will facilitate the tree advisory ad-hoc committee consistent with the Lakewood Municipal Code. It is anticipated the committee would serve as a sounding board and provide advice and input to the Planning Commission and City Council. Approximately 6 meetings are anticipated through 2022, and are anticipated to be virtual. The size of the committee is anticipated to allow for diverse representation while being a manageable size to accomplish project objectives within the timeframe and allow for members to share timely input.

## Task 2.5 Stakeholder Engagement

Based on the Phase 1 Public Participation Plan, the Consultant will implement the identified tasks, such as a project website, fact sheet, stakeholder interviews, small group discussions, and other strategies. See Attachment B for an initial Public Participation Plan.

## Task 2.6 Legislative Review Process

The Consultant will facilitate the code amendment proposals through meetings and hearings with the Planning Commission and City Council. Four meetings are anticipated during summer 2022.

## Cost Estimate

Based on the scope of services a cost estimate has been prepared. The project will be billed on a time and material basis not to exceed \$60,000.

BERK Consulting					
	Lisa Grueter Principal	Jonathan Morales Associate II	Kevin Gifford Senior Associate II	John Todoroff Associate II	Total Hours and Estimated Cost by Task
2021 Hourly Rate	\$225	\$140	\$170	\$140	
<b>Phase 1: Public Participation Plan</b>					
Preliminary Draft	4	2	1.5		
Revised Draft	2	0			
<b>Subtotal</b>	<b>6</b>	<b>2</b>	<b>1.5</b>	<b>0</b>	<b>9.5</b>
					<b>\$1,885</b>
<b>Phase 2: Tree Code Review and Facilitation</b>					
Kickoff Meeting and Ongoing Coordination	12	6			
Lakewood Tree Canopy Situation Assessment	4				
Lakewood Tree Code Evaluation	16		7.5		
Tree Advisory Committee Facilitation	28	32			
Stakeholder Engagement					
Website, Fact Sheets	4			20	
Interviews, Discussion Groups	16	24			
Legislative Review Process	22				
<b>Subtotal</b>	<b>102</b>	<b>62</b>	<b>7.5</b>	<b>20</b>	<b>191.5</b>
					<b>\$35,705</b>
<b>Total Estimated Hours</b>	<b>108</b>	<b>64</b>	<b>9</b>	<b>20</b>	<b>201</b>
<b>Cost (Hours*Rate)</b>	<b>\$24,300</b>	<b>\$8,960</b>	<b>\$1,530</b>	<b>\$2,800</b>	<b>\$37,590</b>
<b>Subtotal Consultant Cost</b>	<b>\$37,590</b>				
<b>PlanIT Geo</b>	<b>\$21,550</b>				
<b>Project Expenses at ~2% of Project Budget</b>	<b>\$750</b>				
<b>Estimated Project Total</b>	<b>\$59,890</b>				

# Attachment A

## BERK Consulting Qualifications

### *Pierce County Parks, Recreation, and Open Space Plan + Impact Fees*

BERK led a team to assist Pierce County with an update to their Parks, Recreation, and Open Space (PROS) Plan. The County developed an updated vision and its role as a county provider of parks and recreation supporting livable communities. The results were consolidated into an updated PROS Plan.

- **Phase 1:** BERK in collaboration with the County and team members, prepared the 2014 PROS Plan. This was the first time the county began to consider fiscal sustainability and revisited its long-term role as a regional provider of services.
- **Phase 2:** The County began to explore a refreshed vision with the community, and commissioned a series of white papers. BERK prepared outreach materials and an online survey to consider the park system vision and investment and funding tradeoffs. BERK reviewed PCParks' niche services, and analyzed the County's Level of Service (LOS) standards, including recommending future LOS strategies and identifying a new prioritization of facility needs. BERK also analyzed funding and partnership opportunities, including recommendations for future park impact fees and an updated Capital Facility Plan. Much of this work has been summarized in reports to an Impact Fee Working Group. That report was delivered to the County Council, and a new impact fee adopted in 2016.
- **Phase 3:** Following adoption of an impact fee, BERK developed a revised PROS Plan in 2020 that integrated the public input and analysis from earlier phases. The plan is more strategic and implementation-oriented in nature.

### *City of Sumner Parks, Recreation, and Open Space Plan Update + Impact Fees*

BERK completed a new Parks and Trails Plan, funding assessment, and impact fee rate study. The Plan was completed in seven months with an intensive outreach program including on-line and in-person activities, outreach to stakeholders, gap and needs assessment, updated vision and system plan, and capital program. This project was awarded the Healthy Communities Award - Platinum from the Pierce County Regional Council in 2018.

### *Jefferson County Comprehensive Plan and Critical Areas Ordinance Update*

BERK led Jefferson County's 2018 Comprehensive Plan Update providing expertise and staff capacity to complete Plan elements in a reader-friendly graphic-rich style. We developed a new plan outline and template, updated analysis, replaced outdated text, and amended policies. We developed outreach materials for public open houses, and developed staff reports and SEPA analysis. BERK also provided technical support in collaboration with County staff to amend the critical areas ordinance to meet the County's regulatory reform goals while maintaining necessary protections. This included developing issues and options memos and presenting them to a Regulatory Reform Task Force at a series of meetings.

### *Kenmore 2019 Shoreline Master Program and Critical Areas Regulations Update*

As part of a team, BERK recently completed the City of Kenmore 2019 Shoreline Master Program and Critical Areas Regulations Update. BERK provided land use planning expertise and led the public

involvement effort, including community open houses and focus groups. Key products included a thorough gap analysis, amendment recommendations, and permit streamlining. Areas of focus included wetland and stream classifications; local conditions along shorelines; new geologic and flood hazard standards; and criteria for public agency and utility proposals.

### **Lakewood Downtown Plan**

BERK led a team to prepare the Lakewood Downtown Plan, Development Code, and Planned Action. The Lakewood Downtown Plan—developed after engaging hundreds of diverse Lakewood residents, business owners, children and youth, and community leaders—sets out an investment and incentive strategy to spur private development at a greater scale. Downtown Lakewood is planned to attract 2.8 million square feet of employment space by 2035 supporting over 7,300 new jobs, and has capacity for over 2,250 attached housing units. Linear parks and a central park plus a new complete street grid will support mixed-use development in this cultural, recreational, commercial, and entertainment center. BERK led the development of plan policies, land use code allowances, open space and landscape standards, incentives, overlays, and procedures. BERK prepared the City’s first Planned Action Ordinance and associated EIS. BERK also led public outreach activities including targeted outreach to persons of color and youth in multiple languages, and held developer forums.

### **Lakewood Station District Plan**

BERK led a team to prepare the Lakewood Station District Plan and Development Code through a collaborative process with a stakeholder group and a multidisciplinary team. BERK developed outreach materials and a survey. BERK also developed a Planned Action through a determination of non-significance applicable within a half mile of a high capacity transit station. Key issues included developing standards to attract missing middle housing types north of the station, accommodate master planned development along Pacific Highway, and avoid displacement of current residents and businesses while attracting new investment. The team developed a form-based code similar to the Downtown form-based code with more custom land use and master plan review procedures.

## **PlanIT GEO**

See following pages.



Prepared by: Chris Peiffer, Director of Urban Forestry Consulting  
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[www.planitgeo.com](http://www.planitgeo.com)

## PlanIT Geo Profile and Qualifications

PlanIT Geo (PG) was founded in 2012 and is based in Arvada, Colorado with satellite offices in states across the country, including Washington. PlanIT Geo specializes in the management, enhancement, and preservation of all aspects of the urban forest through a research and science-based approach. PG has developed specific expertise regarding municipal forestry operations and strategic planning through its provision of services to many municipalities across Washington and elsewhere in the United States and Canada, including 20+ completed or ongoing urban forest management planning projects.

Since 2012, we have expanded PlanIT Geo's expertise to be a "one stop shop" for municipal urban forestry programs to include urban forest management planning, tree inventory and assessment, tree preservation planning, tree specifications and standards development, software development for tree inventory data collection and work order management, and stakeholder facilitation and collaboration.

PlanIT Geo has completed urban forest management/master plans, maintenance plans, risk tree plans, strategic planting plans, storm response and mitigation plans, and canopy action plans for the public, private, and nonprofit sectors. Recent local planning projects include Tacoma and Renton (in progress) in Washington and Wilsonville, OR. Our Certified Arborists have inventoried over a half million trees across 29 states using our tree inventory and management software, TreePlotter. Additionally, PlanIT Geo has completed more urban tree canopy assessments than any other firm, with over 300 projects for cities, counties, regions, and local areas across the country and Canada. Specifically, for WA, PlanIT Geo has completed tree canopy assessment and canopy goal setting projects in the King County Metro area, in partnership with the King Conservation District. Many of these projects required public information and opinion gathering, presentations to the public and city officials, and workshops to guide plan development and increase community forest stewardship.

With this extensive experience, short and long-term goals will be met through adept assessment and analysis methods, the benefits of today's best research, information, approach, technology, and tools; superior coordination, communication, and project management; and local offices, experience, and practice. Our staff capacity will ensure the project is completed on time and within budget while achieving the City's goals and outcomes.



## UFMP Approach Overview

PlanIT Geo has developed a systematic approach to effectively evaluate all elements of an urban forestry program to developed tailored, specific, and measurable actions for long-lasting effects to achieve a shared vision. We will align the planning elements listed below with the City's final scope of services.



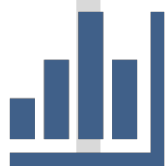
### Research Deep Dive

Research guided by the USFS Discovery Matrix, Request for Information document, City and stakeholder interview, public feedback.



### Current Operations, Structure, and Resources

Framework for staff and stakeholder interviews consisting of objectives, preliminary questions, discussion themes, and guiding principles.



### Data Analyses (Existing Conditions)

Tree inventory and canopy cover analysis to understand and inform species and age diversity, cost-benefits, master tree list, policies, program structure.



### Benchmarking Research

2020 Tree City USA database, 2014 urban forestry census (Hauer et al.), and staff consultations to establish metrics for comparison and realistic goals.



### Community Engagement

Continuous engagement sessions throughout the project consisting of surveys, meetings, and materials for diverse audiences guided by the Outreach Plan



### Urban Forest Audit System

The USFS system is tailored to Lakewood to evaluate nearly 130 urban forestry elements uncovering strengths and challenges to be addressed in the Plan's goal and action framework. Provides a system for long-term monitoring.

# Tree-Related Policy Review and Recommendations

## Assess Program Structure, Function, and Budget

- ❖ Initial information gathered through the Kickoff Meeting, correspondence, and questionnaires.
- ❖ Establish the framework for City staff and partner interviews.
- ❖ Interviews (remote) with key City staff and partners to fully capture existing practices, operations, workflows, strengths, challenges, resource needs, and ideas.
- ❖ Our Consulting Team proposes 5 remote interview sessions with staff identified by the Project Team. The framework for these sessions has been applied to over 40 city departments in the last three years and will be tailored specifically to the City of Lakewood as recommended by the PROJECT TEAM.
- ❖ Information from the interviews is documented for use in Task E to develop recommendations.

## Review City Code, Ordinances, Policies, and Planning Documents

Our Consulting Team understands the need to improve existing tree code and evaluations necessary for new ordinances. To do this, input from the City staff, stakeholders, and the community must be integrated and aligned with industry standards, comparable cities, state requirements, and City goals. Our Consulting Team has extensive experience in evaluating existing code/policies and providing recommendations and language for amendments to municipal code. In addition to input and research, we will utilize management tools such as:

- [American National Standards Institute's \(ANSI\) A300, Z60.1, Z133, among others](#)
- [International Society of Arboriculture \(ISA\) Best Management Practices](#)
- [Guidelines for Developing and Evaluating Tree Ordinances \(USFS, 2001\)](#)
- [Worksheet for Review of Municipal Codes and Ordinances \(Center for Watershed Protection, USFS, 2018\)](#)
- [U.S. Forest Service's \(USFS\) Urban Forest Sustainability and Management Audit System](#)
- [Vibrant Cities Lab and the Community Assessment & Goal-Setting Tool](#)
- [Vibrant Cities Lab's Climate & Health Action Guide \(2020\)](#)
- [A Model of Urban Forest Sustainability \(Clark et al. 1997\)](#)
- [Criteria and Indicators for Strategic Urban Forest Planning and Management \(Kenney et al. 2011\)](#)
- [Climate Adaptation Workbook \(USFS, American Forests, and Northern Institute of Applied Climate Science\)](#)
- [i-Tree Suite of Tools \(USFS, Davey Tree Expert Company, and partners\)](#)
- [Urban Forest Pest Readiness Playbook](#)
- [A 2014 Urban and Community Forestry Census of Tree Activities \(Hauer, et al. 2014\)](#)

The general tendency for a city developing a tree ordinance is to look toward other communities for ordinances already in place to see what can be learned regarding structure, procedure, and effectiveness. This is an excellent way to get general guidance on content and procedures. Some pitfalls associated with relying too heavily upon another community's ordinance are:

- assuming your community's forest resources are the same as your neighbors,
- substituting someone else's community vision for your own,
- assuming the sample ordinance is compatible with other organizational structures within your community government or that it can be made to be compatible,
- perpetuating the perspective that the way someone else does it is the way we should do it (i.e., "If it's good enough for them, it's good enough for me."),
- modeling your ordinance after one that is not effective and efficient in application,
- modeling your ordinance after one that is not reflective of your community's unique characteristics (i.e., size, growth rate and patterns, cultural or regional perspectives),
- modeling your ordinance after one that restricts the addition of new ideas about how to impact or conserve the community forest,
- reinforcing the false impression that developing an effective ordinance can be a short-cut process.

For these reasons and others, it is recommended that Lakewood utilize PlanIT Geo's urban forestry professionals to review and revise ordinances. PlanIT Geo's extensive ordinance planning provides the City with the benefits of understanding 1) the common issues, 2) the extent of effort required and time commitments, 3) the common opposition to tree ordinance updates, 4) the approach to effectively handle opposing views, 5) the costs and savings to a community, 6) the methods for measuring success and effectiveness of new ordinance implementation, and, 7) the means to revise ordinances in an adaptive management approach for an everchanging environment.

New and updated ordinances may include the following sections:

- **Findings** – includes a community's vision and perspective of itself with respect to the trees and other natural resources. Contains a view of the future and states the community's willingness to develop a structure to preserve, conserve, and/ or move toward that view. It should include the value of trees and other resources to the community. This section is an important component of tree ordinances because it usually establishes the ordinance's legal authority.
- **Purpose and intent of the ordinance** – next to the vision, this is the most important section as it details reasons for existence of the ordinance. Should the purpose and intent of the ordinance be weak it will likely be unenforceable. This section should be based on the objectives of the ordinance.
- **Definitions** – includes a list and description of terms used in this ordinance and a list of those terms referenced in other ordinances such as planning and zoning or development ordinances.
- **Administrator identification** – defines who will be responsible for enforcing the ordinance, reviewing tree protection plans, etc. This individual is usually the city or community arborist. This section also details the qualifications of the arborist and assigns the arborist the duty of developing arboricultural standards relative to tree care, protection, construction impacts, and administrative guidelines for ordinance compliance.
- **Requirements for community departments** – requires community departments to follow the ordinance requirements for actions taken on public property.
- **Requirements for private landowners** – requires private landowners to follow the ordinance requirements. Permits for, or restrictions on development activities, tree protection during construction, tree removal, replanting, and mitigation would be included in this section. A requirement to file tree location and assessment plans, tree protection plans, landscape plans, replanting plans, or other plans deemed necessary by the ordinance or arborist for those conducting land-disturbing activities also may be included in this section.
- **Requirements for public land** – requires individuals in the private industry and citizens to follow the ordinance requirements for tree planting, maintenance, and activities that impact trees on public land.
- **Vegetation conflicts** – relating to traffic views, sign and utility clearance, and right-of-way encroachment.
- **Provide for specimen tree protection and specimen stand protection** – lists required permits and penalties.
- **Develop arboricultural specifications for species** and quality of trees to be planted within the community on properties governed by the tree ordinance.
- **Alignment with other policies, standards, and issues** – identifies other city planning efforts and policies that support tree-related ordinances for consistency and efficiency.

The following steps provide an overview of the Lakewood tree ordinance review and revision process where stakeholders will acquire a better understanding of the urban forest as a valuable asset that must be managed with supporting policies. By providing an effective ordinance update and building on the stakeholder support, the urban forest managers will be equipped to present to City Council for adoption.

1) Initial Research and Information Gathering

The Consulting Team will utilize resources such as the ISA Guidelines for Developing and Evaluating Tree Ordinances (A), the Center for Watershed Protection's Municipal Code and Ordinance Review Worksheet (B), and the USFS Urban Forest Audit System (C)—all of which support industry standards and best practices.

2) Additional Information Gathering

After completion of the internal research and information discovery by the Consulting Team, meetings and interviews will be arranged with the PROJECT TEAM and others identified during the Kickoff Meeting. This includes remote meetings or questionnaires with members of the community that oppose changes to the ordinance (e.g., builders associations, developers, real estate professionals, landscapers, businesses). These meetings are separate from the public town hall meetings and will be arranged to identify common goals and solutions.

3) Benchmarking Research

At this stage, the Consulting Team will conduct benchmarking research of ordinances in comparable cities identified during the Kickoff Meeting. PlanIT Geo provides services to communities across the nation and specific to Washington which lends Lakewood a unique benefit to receive a comprehensive analysis and comparison to develop effective ordinances for the City's trees. Our Consulting Team will be able to apply experiences, procedures, and innovative ideas by benchmarking city attributes in a project-proven approach. We will utilize our network of clients and urban forest managers to provide a summary of common problems, concerns, partners, results, and revision processes.

4) Draft Ordinance Revision

By completing steps 1-3, the Consulting Team will have the information necessary for drafting the revision to City ordinances. This will include any new additions to City Code and ordinances. PlanIT Geo will provide the draft document and has budgeted for one (1) review period. This review from the PROJECT TEAM should be led by the City point of contact who will compile all edits, comments, and questions into one document for use by the Consulting Team. To support the draft updates, guidelines for monitoring, enforcement, outreach, funding, permitting, best management practices, and alignment of existing efforts will be provided. The draft ordinance completion date is in alignment with the second public town hall meeting.

5) Final Ordinance Revision

After the PROJECT TEAM provides feedback on the draft revision, the Consulting Team will organize a remote meeting to discuss the recommended changes and address any comments and questions. The Consulting Team will then complete the final document and provide all files and materials that comprise the revised ordinances.

6) Presentation of Proposed Ordinance

The Consulting Team will present the final report remotely to the City's oversight committee and attend (remotely) the City Council meeting where the tree ordinance revisions will be presented to Council for approval. A draft presentation will be prepared for review by the PROJECT TEAM and the Consulting Team will finalize the presentation.

TASK DELIVERABLES: Staff questionnaire(s), PowerPoint and PDF of staff interview framework, 5 (remote) staff interview sessions, recorded interviews (if approved), interview summary documents, Information Discovery Matrix, remote meetings and questionnaires to address opposing views of ordinances, Benchmarking Research Matrix, draft ordinance recommendations document in Microsoft Word and Adobe PDF, City/PROJECT TEAM feedback document, meeting to discuss draft ordinance changes, final ordinance revision report, draft presentation in MS PowerPoint and Adobe PDF, final remote presentation, Council approval.

## Project Team

Chris Peiffer is an ISA Certified Arborist of 7 years and Municipal Specialist for 2 years. He will be the project manager for the Lakewood, WA urban forestry project. He will lead all components of the project by conducting research, leading City staff interviews, analyzing research and data, community engagement (if applicable), evaluating the City's baseline conditions using the U.S. Forest Service Audit System, ordinance and policy review, draft recommendations, presentations, and final report.

Chris specializes in urban forest planning, management, development, and innovation. He is experienced in the collection of tree inventory data, inventory data synthesis and analysis, risk tree management, and urban forest management plan writing. This experience includes hazard tree plans, regional canopy action plans and strategies, strategic planting plans, analysis and reporting of tree inventories, strategic planting plans, and Urban Tree Canopy (UTC) reports. **In the past 7 years, Chris has served as the project manager for nearly 30 urban forest management plan projects with budgets totaling over \$1 million, engaging over 5,300 community residents, and interviewing 145 Town staff representing nearly 40 departments.**

Chris is also an expert arborist and seasoned field crew manager with experience from leading tree care firms, understanding the maintenance needs, tree physiology, risk prioritization, and tree responses to proper tree care. He has a bachelor's degree in Urban Forestry and is a graduate of the 2011 Municipal Forestry Institute, 2013 Urban Forestry Institute, and 2014 Urban Forest Strike Team Training.

## Experience Overview

Tacoma, WA Municipal Code Review and Recommendations

Tacoma, WA Trees and Construction (Sidewalk) Operations Plan

[Tacoma, WA Urban Forest Management Plan](#)

[Tacoma Mall, WA Strategic Urban Forest Action Plan](#)

[Longview, WA Tree Inventory Summary Report](#)

Wilsonville, OR Tree Preservation Guidance and Recommendations

Wilsonville, OR Tree Ordinance Review and Recommendations

Wilsonville, OR Trees and Infrastructure Conflicts Solutions Workbook

Renton, WA Urban Forest Management Plan (in progress)

[Colorado Springs, CO Urban Forest Management Plan](#)

Colorado Springs, CO Tree Ordinance Review and Recommendations

Colorado Springs, CO Trees and Construction Operations Plan

[West Virginia State University Tree Maintenance Plan](#)

[Fairfax, VA Tree Program Evaluation Report](#)

[Kettering, OH Urban Forest Management Plan](#)

[Troy, NY Urban Forest Management Plan](#)

## Pricing

Task	Description	Hours	Cost
Tree Canopy data purchase	<b>Tree Canopy Cover %</b> (Entire city, census blocks, block groups, Zip codes, HUC-12 Watershed) <b>Land Cover Metrics</b> (Tree Canopy, Shrub, Grass/open space, Impervious, Bare Soil, Water metrics) <b>2 Custom Boundary Metrics</b> (Ex. Neighborhood, Council District, Parcels, Land Use, Parks, Right of Way, Urban Growth Area, Private/Public) <b>Canopy Change Metrics</b> (Choose historical year up to 10 years)	One time cost	\$4,750
City Staff Consultations	Five remote meetings with key staff and stakeholders to gather an understanding of current operations, strengths, challenges, and priorities	50	\$4,000
Tree-Related Ordinance/Policy Reviews & Recommendations	Utilizes industry standards, research, and worksheets to review and cross-examine existing ordinances and policies impacting or affecting trees in the City. Policy recommendations based on canopy goals will be drafted if applicable (see menu option below). Includes a draft document, 2 virtual presentations, and a final document of recommended revisions and additions to the ordinance and policies	120	\$9,600
Reporting	Compiling components into a narrative and report	40	\$3,200
<b>ESTIMATED COST OF RECOMMENDED SERVICES</b>		<b>210</b>	<b>\$21,550</b>

## Urban Forest Management Plans

PlanIT Geo has completed numerous urban forestry projects for communities throughout the State of Washington and abroad. These projects require contracts, state-county-local licenses, and adherence to regulations and standards. PlanIT Geo has been conducting urban forestry planning projects for communities and organizations for over eight years.

### Tacoma, WA - Urban Forest Management Plan (Environmental Service Department)

Lead: PlanIT Geo. PlanIT Geo developed the City of Tacoma's Urban Forest Management Plan. One of the primary purposes of the plan was to evaluate resources to develop an in-house arborist crew. This project required extensive review of City policies and internal procedures. The consultant team developed and conducted three public meetings, two public surveys, twelve City staff meetings, and numerous other stakeholder events in order to engage and participate with a wide range of audiences. Additional data gathering included the inventory of 7,000 street trees and budget analysis. 5-year action strategies were developed for the 20-year UFMP, each with their own criteria and thresholds. The project included an extensive review with recommendations for the Tacoma Municipal Code (includes use of ISA BMPs and ANSI Standards). Phase 3 will consist of a Trees and Construction Operations Plan, a Tree Risk Reduction Plan, and a Sustained Funding Report. View the project website at [www.tacomatreeplan.org](http://www.tacomatreeplan.org) and the final plan [here](#).

#### Project Details:

Project Manager: Chris Peiffer | Supporting Staff: Maegan Blansett

Address: 326 East D St Tacoma, WA 98421

Budget: \$274,901 | Date of Performance: April 2019 – December 2019 (8 months)

Status: Completed

### Fremont, CA - Urban Forest Management Plan (Community Services Department)

Lead: PlanIT Geo. The purpose of the plan is to make recommendations on planning, policy, and procedures to reflect industry best practices; provide targeted goals to increase, maintain, and protect a diverse tree canopy; analyze the current urban forests; provide guidance on program structure(s); develop guidelines for establishing a nonprofit and Tree Board; maintenance recommendations; and community engagement, among others. The project will consist of a website, urban tree canopy growth report, canopy goals, program scenarios, maintenance and risk management recommendations, tree species list, homeowner and contractor tree manuals, budget analysis, policy recommendations, goals and actions, monitoring plan, and 15 public engagement sessions (meetings, surveys, contests, social media). View project website [here](#) and Tree Inventory Summary Report [here](#).

#### Project Details:

Project Manager: Chris Peiffer | Supporting Staff: Maegan Blansett, Rocky Yosek, Jeremy Cantor

Address: 39550 Liberty St. Fremont, CA 94537

Budget: \$150,000 | Date of Performance: February 2021 – March 2022 (13 months anticipated)

Status: In Progress

### Colorado Springs, CO – Urban Forest Management Plan (City Forestry Division)

Lead: PlanIT Geo. This Urban Forest Management Plan provided the framework for enhancing the City Forestry Division's levels of service as it relates to the management of the urban forest and meeting community goals. The planning process included an extensive analysis of the existing conditions and operations by using the U.S. Forest Service's Urban Forest Sustainability and Management Audit. The Audit was informed by information gathering via city staff interviews, public meetings, data analyses, and benchmarking research. The results of the planning included guidance for and impacts of multiple management scenarios and recommended management approach to achieve long-term goals for sustainability. Project includes extensive review of City Code, Forestry Rules & Regulations, and Landscape Policy Manual to provide recommendations. Includes analysis of costs of not pruning, estimated costs for a 7-year rotational pruning program, staffing and budget requirements, emerald ash borer plan, trees and sidewalks operations plan, and fact sheets. View the plan [here](#), the [Research Summary](#), and the [UFMP Fact Sheet](#).

## Project Details:

Project Manager: Chris Peiffer | Supporting Staff: Maegan Blansett, Rocky Yosek

Address: 1401 Recreation Way Colorado Springs, CO 80905

Budget: \$70,500 | Date of Performance: August 2019 – October 2020 (14 months)

Status: Completed

## References

Project: Fremont, CA Urban Forest Management Plan (+ inventory, UTC, and software)

Contact: Kit Jory, City Urban Forester

Address: 39550 Liberty St. Fremont, CA 94537

Contact Info: kjory@fremont.gov | (510) 494-4854

Date of Performance: February 2021 – March 2022 (anticipated)

Budget: \$150,000 | Status: In Progress (view project website at [www.fremonturbanforest.com](http://www.fremonturbanforest.com))

Project: Tacoma, WA Urban Forest Management Plan (+ inventory, UTC, and software)

Contact: Mike Carey, Urban Forest Program Manager

Address: 326 East D St Tacoma, WA 98421

Contact Info: mcarey@cityoftacoma.org | (253) 404-6989

Date of Performance: April 2019 – December 2019 (8 months)

Budget: \$274,901 | Status: Completed (view project website at [www.tacomatreeplan.org](http://www.tacomatreeplan.org))

Project: Colorado Springs, CO Urban Forest Management Plan (+ inventory, UTC, and software)

Contact: Dennis Will, City Forester

Address: 1401 Recreation Way Colorado Springs, CO 80905

Contact Info: Dennis.Will@coloradosprings.gov | (719) 385-6550

Date of Performance: August 2019 – October 2020 (14 months)

Budget: \$70,500 | Status: Completed

Project: Kettering, OH Urban Forest Management Plan (+ inventory and software)

Contact: Gary Schussler, Parks Superintendent

Address: 3170 Valleywood Drive, Kettering, OH 45429

Contact Info: gary.schussler@ketteringoh.org | (937) 296-2486

Date of Performance: February 2020 – April 2020 (2 months)

Budget: \$7,500 | Status: Completed

## Timeline

Estimated timeline. Final timeline provided based on the project scope of work.

Advisory Committee	Month 1 (January 2022)
Research	Month 2
Staff Consultations	Month 2
Benchmarking	Month 3-4
Ordinance Revision Draft	Month 5
Presentation (remote)	Month 6
Ordinance Revision Final	Month 7
Presentation	Month 8 (August 2022)



# Attachment B: Lakewood Tree Code Update

Public Participation Plan | DRAFT November 8, 2021

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## Background and Purpose

The City of Lakewood promotes the retention and planting of trees in its Comprehensive Plan to enhance the environment and to provide for a quality streetscape:

- LU-63.2: Ensure the retention and planting of trees and other vegetation to promote air quality.
- UD-1.1: Provide attractive streetscapes with street trees and sidewalks, planting strips, shelters, benches, and pedestrian-scale lighting in appropriate locations.

In 2021, Lakewood adopted a new Energy & Climate Change chapter in the Comprehensive which calls for reduced energy consumption and improved carbon sequestration, including the preservation of local tree canopy and wetlands.

Lakewood's Legacy Plan 2020 for its parks also identifies opportunities to add more trees and landscaping in parks.

The City's long-range plans are implemented by development regulations and programs. In its municipal code (Chapter 18A.70) the City regulates development regarding how and when significant trees of certain sizes are preserved or replaced. It requires trees in street rights of way. Lakewood also addresses significant trees through the application of the State Environmental Policy Act (SEPA). The City enforces violations of its codes and collects fines for violations. The fines are used to acquire wooded areas and to plant and maintain trees.

Community members have expressed interest and concerns in how the City manages trees. The City has shared its policies, codes, and enforcement provisions, and invited public input to identify proposed changes to the tree regulations in summer 2021. The City intends to set up an ad hoc committee and develop potential legislative proposals in 2022.

This Public Participation Plan is designed to promote meaningful community engagement and outreach to help Lakewood consider its tree canopy objectives and regulations.

## Community Demographics and Tree Conditions

As of 2020, Lakewood is a community of about 63,612 persons. Lakewood is a diverse community. About 53 percent of the population identifies as White, and 47 percent of the community identifies as another

race, including Black (13%) and Asian (9%). In comparison, Pierce County on the whole has a share of about 64 percent White residents. The City's share of persons of Hispanic origin is almost 19 percent, higher than the county at 12 percent. (US Census 2020) About 22 percent of Lakewood residents speak a language other than English at home (Spanish and Asian and Pacific Islander languages); about 8 percent speak English less than very well. Persons of Color<sup>1</sup> in Lakewood tend to live in the east side of Lakewood; see maps in the Appendix.

Lakewood also has a higher poverty rate of about 16.6 percent compared to the county's rate of 9.1 percent. The median income for the County is about \$79,243 and in Lakewood is substantially lower at \$51,972. (2019 American Community Survey) Those with lower incomes tend to live in the east side of Lakewood; see maps in the Appendix.

Lakewood is an urban community with a mall, commercial corridors, and industrial parks, as well as residential districts. As a result, the community has districts with lower percentages of tree canopy and higher percentages of impervious surfaces. Where there is more pavement and less trees, there can be "heat islands" that have higher temperatures. These conditions can be found predominantly in eastern Lakewood where there also tends to be a higher proportion of Persons of Color and lower income households. See maps in the Appendix.

This Public Participation Plan identifies objectives and strategies considering community demographics and conditions in the remainder of this document.

## Public Outreach & Engagement Guiding Principles

The Tree Code Update outreach and engagement efforts will be steered by guiding principles:

- **Be Inclusive.** The City of Lakewood has adopted a statement on equity on April 19, 2021.<sup>2</sup> The statement includes the advancement of equity and deliberate practice of inclusion. This includes ensuring equity in municipal planning such as with the Tree Code Update. While primarily applicable to state agencies, the City intends to consider the goals of the HEAL Act (E2SSB 5141) to support agency consideration of overburdened communities and vulnerable populations in the design of public engagement activities and in the formation of proposals to address environmental burdens and benefits. Towards equity and inclusion, this Public Participation Plan is meant to:
  - Create opportunities for inclusive engagement to reach a broad group of participants.
  - Create opportunities for engagement for underserved populations.
- **Make public engagement enjoyable and accessible.**
  - Choose fun activities.
  - Choose meeting times and locations that are accessible to as many participants as possible.
  - Create multiple ways to engage.
  - Collaborate with other City initiatives and make outreach efforts cohesive to minimize participant fatigue.

<sup>1</sup> Persons of Color: Those whose race is not "White Alone" and anyone who is Hispanic and not White in the Census data.

<sup>2</sup> See: <https://cityoflakewood.us/lakewood-city-council-adopts-statement-on-equity/>.

- **Stay in Touch.**
  - Provide for ongoing communication and updates.
  - Maintain current lists of organizations identified as key stakeholders, and send updates to keep them informed of the process and ways to participate.
  - Respond to emails/communication whenever possible to acknowledge input and concerns.
- **Provide easy and convenient access** to project information.
- **Document and Learn** from Outreach Efforts.
  - Keep records of outreach attendance.
  - Make time to reflect on the outcome of each activity – what went well, what could be improved, and what was learned.
  - Respect the feedback received and honor it in project outcomes.
- **Gain support** for the final code.

## Stakeholders & Audiences

The Public Participation Plan is designed to reach all audiences that may have an interest in the Tree Code Update, including but not limited to:

- General Public
- Interested property owners and developers
- Community and nonprofit organizations
- Appointed and elected officials

A list of potential contacts is provided in the Appendix, and would be updated over time as needed.

Across the audiences, it is a goal of this plan to ensure that outreach techniques and materials reach residents, property owners, and businesses including those with different ethnicities and primary languages (e.g., Spanish, Korean). This would involve engaging interpreters to help translate materials into these languages, and to support selected outreach events as appropriate.

## Public Engagement Strategies & Activities

Public engagement strategies will include use of a project website, an advisory committee, and legislative meetings. It also includes targeted outreach and engagement through stakeholder interviews and discussion groups.

### Building Awareness

For this phase, activities could include:

- Work with Community Development Department to set up dedicated web page.
- Develop outreach materials (e.g., fact sheet, postcards).
- Coordinate with City Communications Manager.
- Distribute materials through social media and stakeholders.

## Advertising Events

Methods of advertising public participation opportunities may include some or all of the following:

- Project website
- Press releases and social media
- Community newsletter
- Postcards, fliers, and FAQs.
- Sending information to key stakeholders to distribute to their networks
- Other methods the City has found effective

## Outreach and Engagement

### Advisory Committee

The City intends to work through the Tree Code Update with an ad-hoc Advisory Committee. This group could serve as a sounding board reviewing tree canopy background information, tree code evaluation conducted by consultants, and potential goals and objectives of the Tree Code Update. A range of members would be established. The members could include stakeholders, including:

- Those who are affected by a policy decision
- Those who can affect a policy decision
- Those who have the resources and authority to carry out a policy decision

Stakeholders that fit these different characteristics may include: residents in different neighborhoods with interests in tree care and protection, developers or builders such as Master Builders Association of Pierce County, utilities, Nisqually Tribe, agencies with expertise (e.g. Pierce Conservation District, US Forest Service), environmental groups (e.g. Audubon Society), City advisory bodies (e.g. Parks Board representative), City parks/public works maintenance staff, City permit review staff, or others.

As a “sounding board” the ad-hoc Advisory Committee would share their ideas with City officials and shape the issues and options that eventually would evolve into legislative proposals. It is anticipated that the meetings would be held virtually in 2022.

Formal recommendations on the Tree Code Update would come from the Planning Commission consistent with the Growth Management Act and Lakewood Municipal Code.

### Targeted Outreach

The city is home to a diverse community with businesses and residents that reflect different ethnicities and primary languages (e.g., Spanish, Korean, etc.). Targeted outreach will help identify key contacts for follow up in interviews, discussion groups, or other event/meeting participation. The City and Consultant team will make use of interpreters regarding materials and to help facilitate meetings.

Outreach activities are anticipated to include a range of activities. Early phone calls and discussions with points of contact will help shape later activities. Examples may include:

- Call community groups or churches serving ethnic communities to help recruit people for a discussion group, or to distribute postcards.
- Follow-up with phone calls or emails to keep contacts aware and interested in the project progress.
- Be part of standing agendas at a neighborhood meetings to discuss the code update.

## Stakeholder Interviews and Discussion Groups

- Interview key stakeholders in community to help define outreach objectives, methods, and general input on the Tree Code review. Use interviews to help identify participants in discussion groups as needed.
- Conduct discussion groups to gain input on tree canopy goals and code update elements. Early ideas for focus groups include a meeting with Neighborhood Association<sup>3</sup> representatives, developer group, Youth Council, and/or Korean Women's Association.

## Comment Collection

- Develop brief (e.g., 3-question) polls that are easy to respond to on smart phones. Translate poll questions into Spanish and Korean as appropriate.
- Develop a virtual or an in-person outdoor “walk and talk” to visit different areas of Lakewood and trees in the landscape. This could take the form of self-guided tours (translated), a video on the project website, or in-person outdoor walks.
- Develop an interactive map where people can “drop pins” with ideas to enhance or protect trees in Lakewood. This could be part of the “self-guided” tour materials described above.

## Legislative Meetings

- Support the legislative review process with the Planning Commission and City Council including public hearings, drafting the adopting ordinance, and providing supporting materials on the planning process and public outreach during plan development.

## Activities and Roles

Community engagement and outreach is a joint effort between the City staff who have long-term relationships with residents and businesses and the consultant team who provide additional resources for the Tree Code. This section summarizes the key outreach strategy and activities and roles and responsibilities between City staff, the consultants, and others.

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<sup>3</sup> See: <https://cityoflakewood.us/neighborhood-associations/>.

**Exhibit 1. Outreach Strategies, Actions, Roles, and Responsibilities**

Outreach Strategies Phases/Activity	Key Actions	Roles & Responsibilities
<b>Building Awareness</b>		
Dedicated Website	Dedicated page	City creates and maintains page Consultant creates content
Outreach Material Templates	Develop postcard and fact sheet	Consultant develops material
<b>Advertising Events</b>		
Press Releases, Community Newsletter	Post and distribute ahead of events	City Communications Manager
Postcards, Fliers, FAQs, Social Media Posts	Develop materials Print materials	Develop Content: Consultant Print and Distribute: City
Sending information to key stakeholders	Distribute	Distribute: City
<b>Outreach and Engagement</b>		
Targeted Outreach	Provide contact names and information Conduct calls and reach out to contacts Provide translation where appropriate	Contact names/info: City Community Dev / City Admin Staff Conduct outreach: Consultant Translation: City staff where appropriate, or use of translation service coordinated by Consultant
Interviews	Conduct phone calls	Interviews: Consultant
Discussion Groups	Work on logistics (e.g., Zoom) Invite Stakeholders Conduct Discussion Group	Logistics: City Community Dev / City Admin Staff Invite Stakeholders: City and Consultant depending on contacts Focus Group: Consultant
Poll, Self-Guided Tour, Online Comment Map	Develop questions Host survey	Develop poll questions collaboratively: Consultant and City Prepare an ESRI online map with comment features: Consultant Post links on website and share through social media channels: City
<b>Committees and Legislative Bodies</b>		
Advisory Committee	Scheduling and Logistics Agendas and Materials Facilitation	Scheduling/Logistics: City Agendas and Materials: Consultant Facilitation: Consultant

Outreach Strategies Phases/Activity	Key Actions	Roles & Responsibilities
Legislative Meetings (Planning Commission and City Council)	Schedule Presentations	City lead Consultant supports depending on role

## Schedule

It is anticipated that the effort to develop the Tree Code Update will begin in early 2022 and conclude in approximately August 2022.

Month	Example Activity
Month 1	<ul style="list-style-type: none"> <li>▪ Kick off project: e.g., lessons learned in current code implementation and public and private roles and responsibilities in tree care</li> <li>▪ Collect background data (tree canopy location by subarea/land use type)</li> <li>▪ Start Tree Code evaluation</li> <li>▪ Form Advisory Committee: Set up Charge and Role</li> </ul>
Month 2	<ul style="list-style-type: none"> <li>▪ Draft Tree Code Evaluation</li> <li>▪ Advisory Committee Meeting 1: introductions, review background data, discuss guiding principles/objectives</li> <li>▪ Outreach/Targeted Outreach: website and fact sheet, phone interviews</li> </ul>
Month 3	<ul style="list-style-type: none"> <li>▪ Advisory Committee Meetings 2 and 3: consider tree canopy goals across city, review code evaluation</li> <li>▪ Outreach/Targeted Outreach: Poll, tree tour, discussion groups</li> </ul>
Month 4	<ul style="list-style-type: none"> <li>▪ Advisory Committee Meetings 4 and 5: review outreach results to date, share issues and options for code changes, review case studies</li> </ul>
Month 5	<ul style="list-style-type: none"> <li>▪ Advisory Committee Meeting 6: final review and advice as sounding board for code and implementation</li> <li>▪ Planning Commission Study Session</li> <li>▪ City Council briefing</li> </ul>
Month 6	<ul style="list-style-type: none"> <li>▪ Planning Commission Hearing and Recommendations</li> <li>▪ City Council briefing</li> </ul>
Month 7	<ul style="list-style-type: none"> <li>▪ Planning Commission Recommendations</li> <li>▪ City Council Hearing</li> </ul>
Month 8	<ul style="list-style-type: none"> <li>▪ City Council Decision</li> </ul>

## Adapting and Learning

After each major engagement effort, the team will summarize results, and consider what efforts achieved desired results and what could be improved, e.g., noticing, types of activities, etc. The team will apply lessons learned to follow up steps. The schedule and sequence of events may be adjusted along the way as appropriate.



## Attachment A: Preliminary Contact List

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### **Tribes, Governments, Regional**

Nisqually Tribe  
Pierce County  
South Sound Military Communities  
Partnership (SSMCP)  
Tacoma-Pierce County Health Department  
Washington State Department of  
Transportation (WSDOT)

### **Special Interest Groups**

Lakewood Chamber of Commerce  
Lakewood Community Foundation  
Lakewood Garry Oaks Conservancy  
Master Builders Association Pierce County  
Sound Oaks Initiative  
Tacoma-Pierce County Chamber of  
Commerce  
Tacoma Pierce County Association of  
Realtors  
Tahoma Audubon Society

### **City Advisory Boards**

Planning Commission  
Landmarks and Historic Advisory Board  
Parks and Recreation Advisory Board  
Youth Council

### **Service and Utility Providers**

Lakeview Light and Power (electricity)  
Pierce County Utilities (sewer)  
Puget Sound Energy (gas)  
Tacoma Power (electricity)  
West Pierce Fire and Rescue

### **Neighborhood Associations**

Lake City Neighborhood Association  
North East Neighborhood Association  
North Lakewood Neighborhood Association  
Springbrook Neighborhood Association  
Springbrook Connections  
Tillicum/Woodbrook Neighborhood  
Association

### **Businesses**

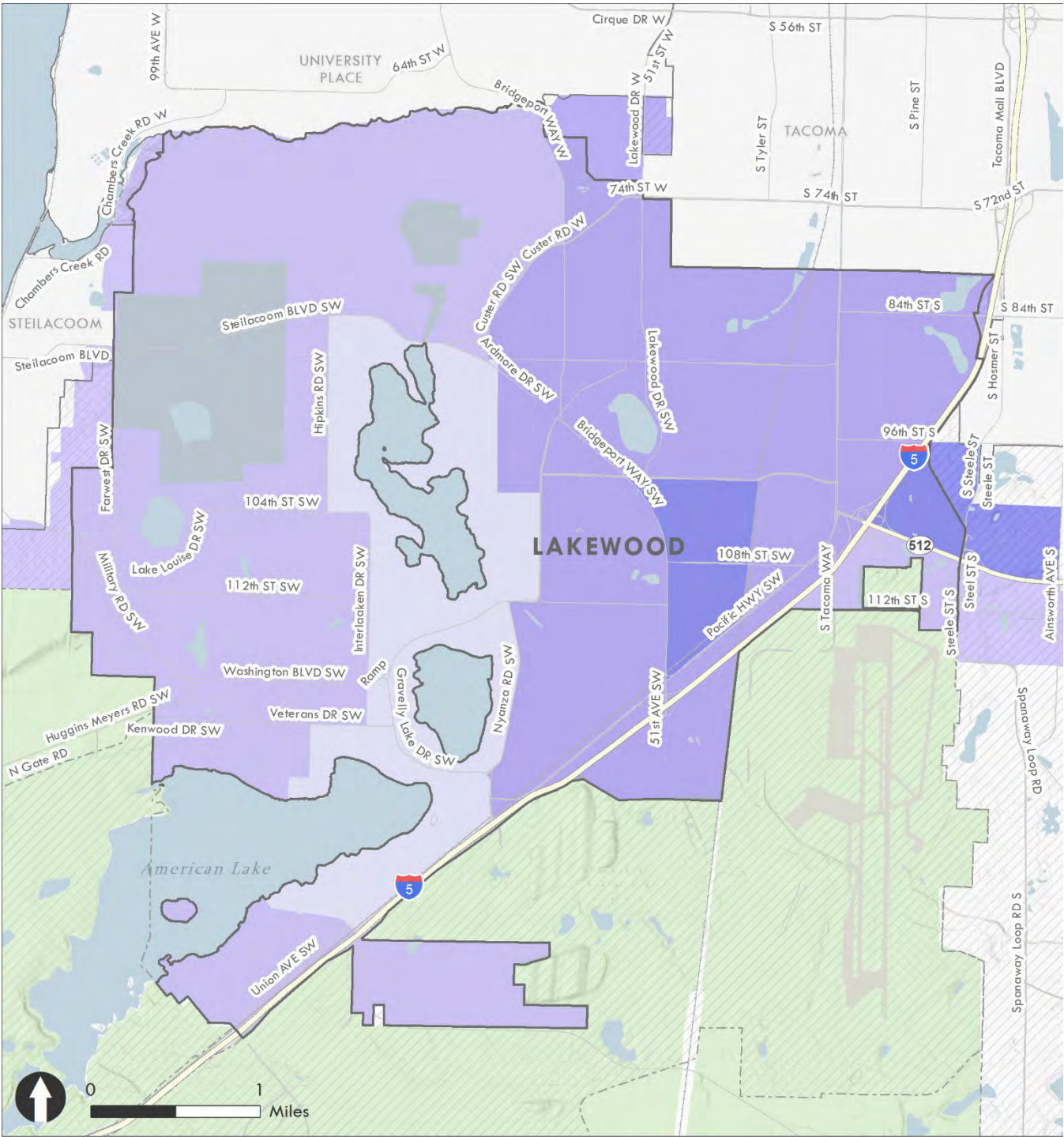
Lakewold Gardens  
Lakewood Industrial Park  
Lakewood Towne Center


### **Community Groups**


American Lake Improvement Club  
Chambers-Clover Creek Watershed Council  
Clover Park Kiwanis  
Clover Park Rotary  
Korean Women's Association  
Lake Steilacoom Improvement Club  
Lakewood First Lions  
Lakewood Historical Society  
Lakewood Knights Lions Club  
Lakewood Rotary  
Lakewood United  
Partners for Parks


## Attachment B: Demographic and Tree Canopy Maps

- Persons of Color: Those whose race is not “White Alone” and anyone who is Hispanic and not White in the 2020 Census data.
- Median Family Income: 2020 Census data.
- Impervious Areas and Heat Severity: Trust for Public Land 2021.
- Tree Canopy Coverage: American Forest 2021.





 City of Lakewood


 UGAs


 Publicly Owned Lands

**Persons of Color as a Percent of Population**

 30% or Less

 30 - 50%

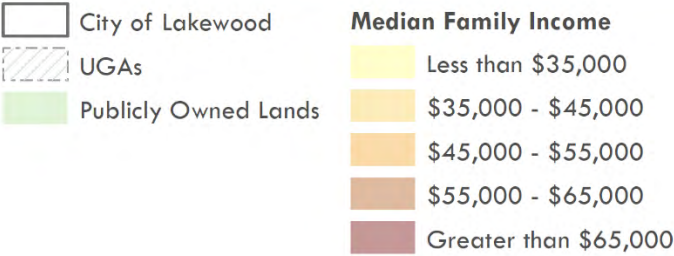
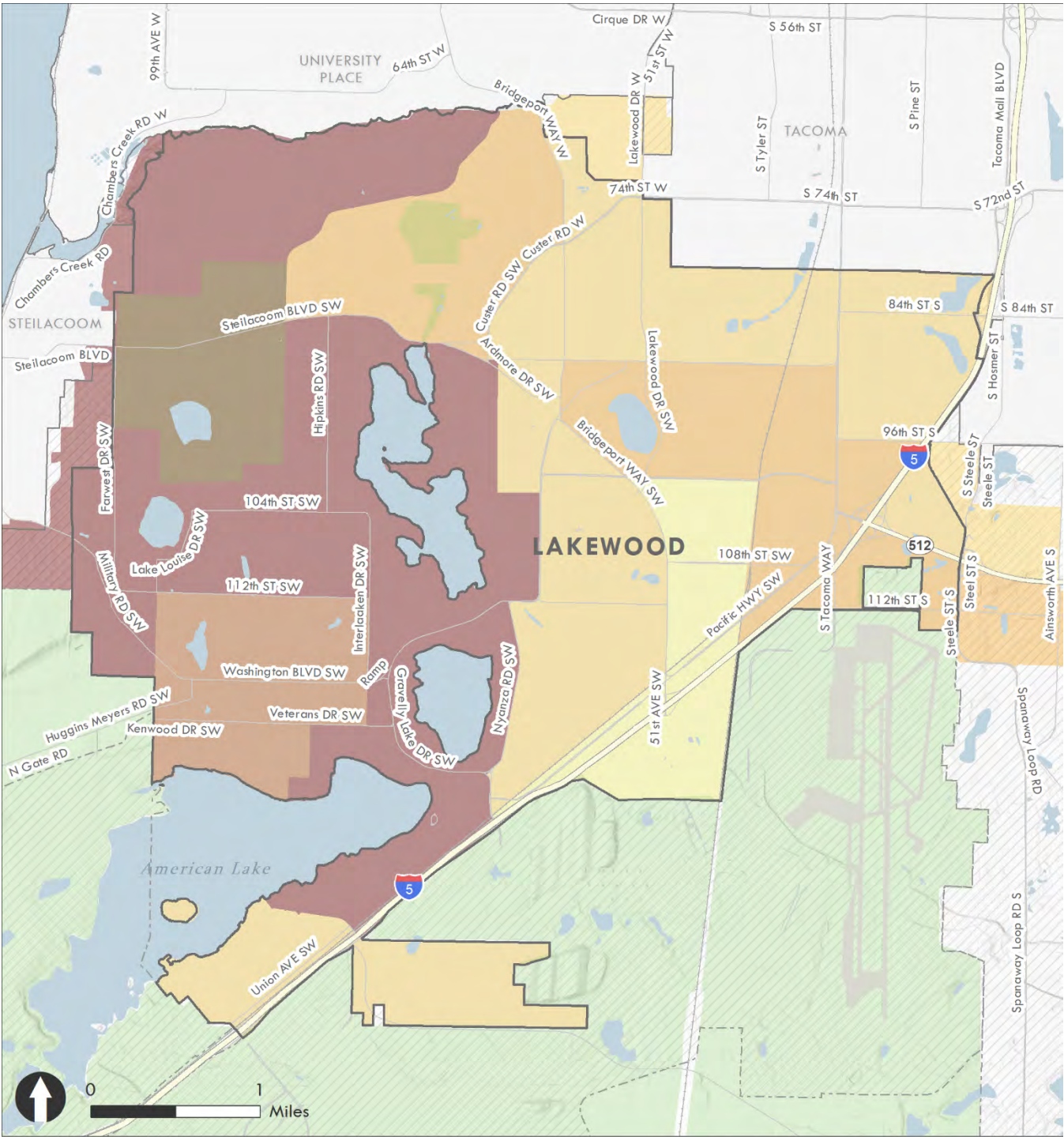
 50 - 70%

 Greater than 70%



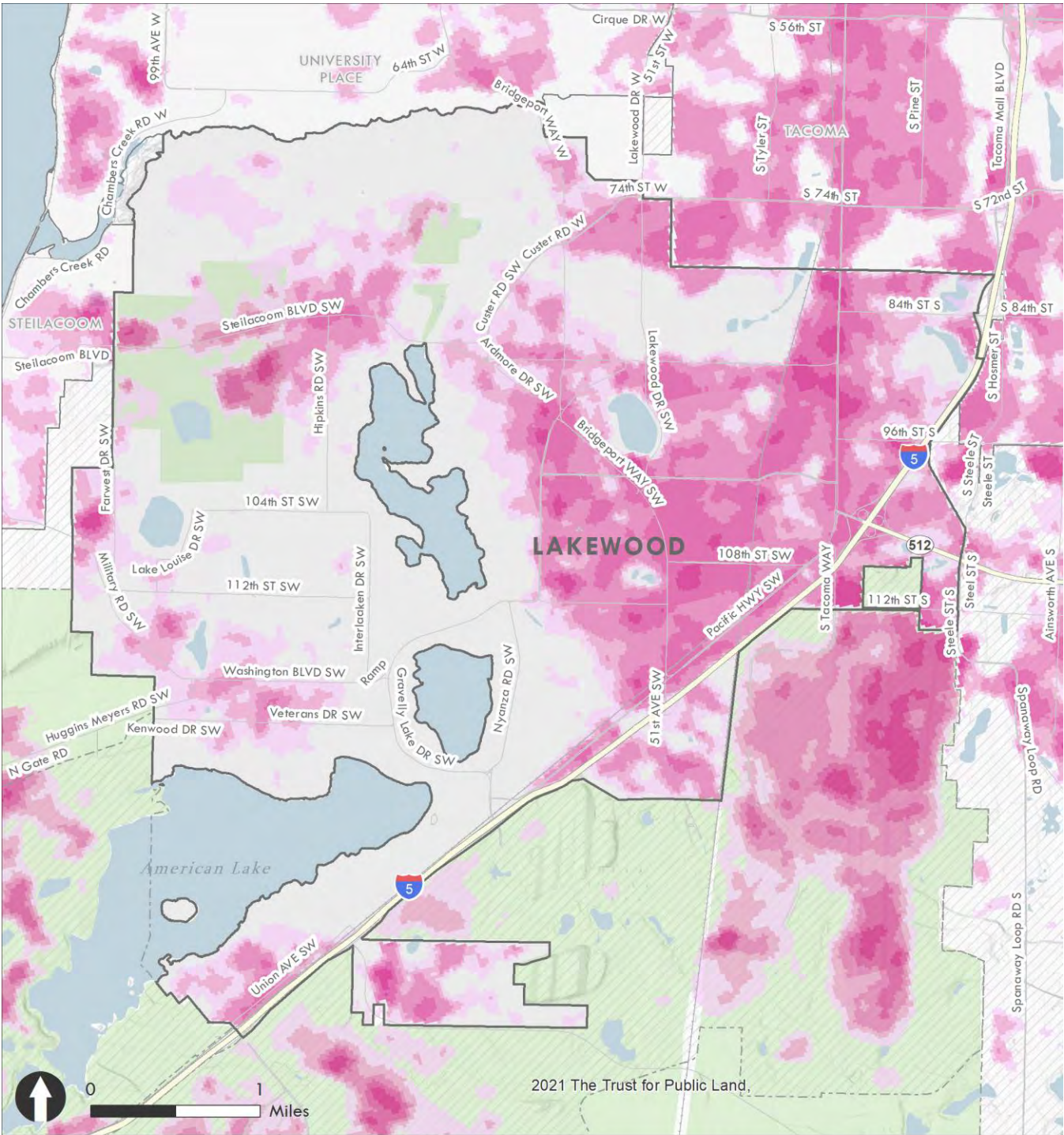
Map Date: October 2021  
Sources: ESRI, 2021; US Census Bureau, 2020.





**BERK**  
Map Date: October 2021  
Sources: ESRI, 2021; US Census Bureau, 2020.





- City of Lakewood
- UGAs
- Publicly Owned Lands

Contiguous United States Cities Heat Severity 2020

- Mild
- Mild to Moderate
- Moderate
- Moderate to High
- Severe



Map Date: October 2021  
Sources: ESRI, 2021; US Census Bureau, 2020;  
The Trust for Public Lands, 2021.





Sources: ESRI, 2021; US Census Bureau, 2020; American Forests, 2021.



To: Mayor and City Councilmembers  
From: Paul A. Bucich, Public Works Engineering Director  
Through: John J. Caulfield, City Manager  
Date: November 15, 2021  
Subject: Lakewood Drive Interlocal Agreement

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A handwritten signature in black ink, reading "John J. Caulfield", is positioned to the right of the "Through:" line in the header.

In 2019, Public Works Engineering approached the Cities of Tacoma and University Place and Pierce County with the idea of a joint project for Lakewood Drive from 74<sup>th</sup> St SW to S 56<sup>th</sup> St in Tacoma. Lakewood Drive/Orchard Street is one of the major arterials connecting the four jurisdictions with each having a piece of the ownership. A joint project is appropriate due to the disparate responsibilities across the corridor and the reality of grant funding on each individual piece (slim). Collectively, we would have a project that funding agencies would view favorably and increase the likelihood of all jurisdictions receiving a share to improve their roadways. After some discussion with COVID delays and starts, we have agreed in principle to a joint project between the three cities. The County's "island" of responsibility is actively being pursued by the City of Tacoma for annexation with the County's and residents support and therefore the City of Tacoma is assuming responsibility for that portion of the corridor.

PWE will be bringing an Interlocal Agreement before Council on December 6<sup>th</sup> with the request to direct the City Manager to execute it. This first step of the project process will result in Tacoma taking the lead in the design with participation by Lakewood and University Place. Our contribution will be technical staff supporting the design with direction and engineering standards and financially with approximately \$8,500 to Tacoma for completion of 30% plans suitable for submission in a joint application for grant funding to a state funding entity, likely PSRC. The design will occur in early 2022 and application for grant funding in Summer of 2022. The City of Lakewood will only be responsible for work within the City limits which will include a new signal at 74<sup>th</sup> and Lakewood Drive, intersection pavement, sidewalks and curbing to the north on Lakewood Drive to the City limits.

Attached is a graphic showing the proposed extents of the work and the proposed Interlocal Agreement.

**INTERLOCAL AGREEMENT FOR DESIGN OF ORCHARD STREET/LAKEWOOD  
DRIVE (South 56<sup>th</sup> Street to South 74<sup>th</sup> Street)**

**BETWEEN THE CITY OF TACOMA, THE CITY OF UNIVERSITY PLACE AND THE  
CITY OF LAKEWOOD**

**THIS INTERLOCAL AGREEMENT** ("Agreement") made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Tacoma, a Washington municipal corporation, herein known as "Tacoma," and the City of University Place, a Washington municipal corporation, herein known as "University Place," and the City of Lakewood, a Washington municipal corporation, herein known as "Lakewood" (collectively referred to herein as the "Parties").

**WHEREAS**, Orchard Street/Lakewood Drive serves as a major arterial providing vital mobility to Tacoma, University Place and Lakewood; and

**WHEREAS**, the Parties plan to complete 30% design of the roadway and pedestrian improvements to the S Orchard Street/Lakewood Drive corridor between S 56<sup>th</sup> Street and S 74<sup>th</sup> Street with the intent of identifying a phased approach for the remainder of design and identification of right-of-way needs for this project,

**WHEREAS**, the Parties plan on submitting future joint application(s) for federal or state funding for phased improvements to the S Orchard Street/Lakewood Drive corridor,

**WHEREAS**, the Parties agree to share design costs with each party responsible for actual design costs in their jurisdiction with Tacoma responsible for design costs for the portion of the project currently owned by Pierce County and planned for annexation by Tacoma in 2021/2022,

**WHEREAS**, each agency is currently qualified as a Certified Acceptance Agency (CA) under agreement with the Washington State Department of Transportation; and

**WHEREAS**, Chapter 39.34 of the Revised Code of Washington allows local governments to enter into interlocal agreements to make most efficient use of their powers by enabling them to work with other local jurisdictions on a mutually advantageous basis.

**NOW, THEREFORE**, pursuant to Chapter 39.34 RW, and in consideration of the mutual benefits and covenants described herein, Tacoma, University Place, and



Lakewood agree to cooperate in the 30% design of S Orchard Street/Lakewood Drive corridor between S 56<sup>th</sup> Street and S 74<sup>th</sup> Street as follows:

## **1. INCORPORATION OF RECITALS**

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

## **2. PURPOSE AND GOALS**

The purpose of this Agreement is to establish roles and responsibilities of each party to this Agreement, including but not limited to administration of the 30% design, billing and payment of design costs, and project administration.

The goals are to: (1) complete 30% design of the improvements to S Orchard Street/Lakewood Drive corridor to include pavement overlay, applicable retaining walls, utility adjustments, curbs, sidewalks, ADA crossing improvements, street lighting, signals, landscaping, and other roadway and pedestrian related amenities; (2) produce plans and a cost estimate that informs future project phasing and grant applications; and (3) to achieve maximum cost savings for the benefit of the public.

## **3. PROJECT AREA**

The project area includes rights of way for improvements on S Orchard Street/Lakewood Drive corridor between S 56<sup>th</sup> Street in Tacoma and S 74<sup>th</sup> Street in Lakewood ("Project").

## **4. ALLOCATION OF FUNDS**

Under this Agreement, each Party will be responsible for actual design costs in their jurisdiction with Tacoma responsible for design costs for the portion of the project currently owned by Pierce County and planned for annexation by Tacoma in 2021/2022.

## 5. TACOMA RESPONSIBILITIES

**A. Project Lead.** Tacoma shall take the lead role in coordinating the 30% design, including: (1) contract initiation and administration for survey of the project limits; (2) completion of project design to the 30% level; (3) coordination with University Place and Lakewood on Project design elements; (4) phasing recommendations for the corridor final design and construction; (5) preparation of cost estimates for completion of the Project (6) identification of right-of way needs for each jurisdiction; (7) scheduling and coordinating monthly Project team meetings; (8) project management and administration; (9) invoicing University Place and Lakewood for their portions of the Project work.

**B. Design.** Tacoma shall be responsible for managing and completing 30% design of the proposed improvements within the Project limits.

**C. Funding.** Tacoma shall fund the cost of the 30% design within Tacoma and the portion of the project currently owned by Pierce County and planned for annexation by Tacoma in 2021/2022.

The estimated cost for 30% preliminary design of the project is \$80,567. Tacoma's estimated cost is \$61,728.69. Exhibit A provides a detailed breakdown of cost for each jurisdiction based on proportionate share of length in each jurisdiction to the overall project length. Actual costs shall be based on the percentages included in Exhibit A for each jurisdiction.

## 6. UNIVERSITY PLACE RESPONSIBILITIES

**A. Assist in Administration.** University Place shall assign at least one (1) representative to represent University Place's interests and verify that the Project proceeds in accordance with this Agreement and state and federal requirements. When required and as applicable, University Place's representative(s) shall: (1) participate in Project team meetings; (2) provide written recommendations and comments on the Project design and phasing; (3) coordination with Tacoma and Lakewood on Project design elements; (4) assist with Project success monitoring; (5) manage contract administration for its portion of the Project; and (6) maintain its Project records as required by state and federal auditing requirements and local engineering standards.

**B. Design.** University Place shall be responsible for the design review and approval of improvements within the City of University Place.

**C. Funding.** University Place shall fund the cost of the 30% design within the City of University Place.

The estimated cost for 30% preliminary design of the project is \$80,567. University Place's estimated cost is \$10,339.43. Exhibit A provides a detailed breakdown of cost for each jurisdiction based on proportionate share of length in each jurisdiction to the overall project length. Actual costs shall be based on the percentages included in Exhibit A for each jurisdiction.

**D. Reimbursement to Tacoma.** University Place shall pay to Tacoma all costs incurred by Tacoma during completion of the Project and invoiced to University Place on a monthly basis by Tacoma within thirty (30) days of receipt of an invoice.

**E. Notice to Tacoma.** University Place shall promptly notify Tacoma of any issues it feels are inconsistent with the design intent or this Agreement. University Place shall work cooperatively with Tacoma to resolve design issues to the mutual satisfaction of both parties if reasonably practicable.

## **7. LAKEWOOD RESPONSIBILITIES**

**A. Assist in Administration.** Lakewood shall assign at least one (1) representative to represent Lakewood's interests and verify that the Project proceeds in accordance with this Agreement and state and federal requirements. When required and as applicable, Lakewood's representative(s) shall: (1) participate in Project team meetings; (2) provide written recommendations and comments on the Project design and phasing; (3) coordination with University Place and Tacoma on Project design elements; (4) assist with Project success monitoring; (5) manage contract administration for its portion of the Project; and (6) maintain its Project records as required by state and federal auditing requirements and local engineering requirements.

**B. Design.** Lakewood shall be responsible for the design review and approval of improvements within the City of Lakewood.

**C. Funding.** Lakewood shall fund the cost of the 30% design within the City of Lakewood.

The estimated cost for 30% preliminary design of the project is \$80,567. Lakewood's estimated cost is \$8,498.88. Exhibit A provides a detailed breakdown of cost for each jurisdiction based on proportionate share of length in each jurisdiction to the overall project length. Actual costs shall be based on the percentages included in Exhibit A for each jurisdiction.

**D. Reimbursement to Tacoma.** Lakewood shall pay to Tacoma all costs incurred by Tacoma during completion of the Project and invoiced to Lakewood on a monthly basis by Tacoma within thirty (30) days of receipt of an invoice.

**E. Notice to Tacoma.** Lakewood shall promptly notify Tacoma of any issues it feels are inconsistent with the design intent or this Agreement. Lakewood shall work cooperatively with Tacoma to resolve design issues to the mutual satisfaction of both parties if reasonably practicable.

## **8. PLANS**

30% design plans shall adhere to applicable standards of the representative jurisdiction, as well as state and federal requirements.

## **9. DURATION OF AGREEMENT AND TERMINATION**

This Agreement shall continue until final completion of the Project, at which time it shall terminate. If Parties mutually agree, this Agreement may be amended to incorporate additional work.

## **10. HOLD HARMLESS AND INDEMNITY AGREEMENT**

**A.** 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.

## **11. NO THIRD PARTY BENEFICIARY**

Tacoma, by this Agreement, does not assume any contractual obligations to any person or entity other than University Place or Lakewood. University Place, by this Agreement, does not assume any contractual obligations to any person or entity other than Tacoma or Lakewood. Lakewood, by this Agreement, does not assume any contractual obligations to any person or entity other than Tacoma or University Place. There is no third party beneficiary to the Agreement.

## **12. NO SEPARATE ENTITY CREATED**

This Agreement does not create any separate legal or administrative entity. This Agreement shall be administered by the City Engineer for Tacoma, the Director of Engineering and Capital Projects for University Place, and Public Works Engineering Director for Lakewood. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.

## **13. NON-DISCRIMINATION**

The Parties agree to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The Parties shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap.

## **14. ASSIGNMENT**

Neither Party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

## **15. NOTICE**

All notices or communications under this Agreement shall be in writing and effective (i) when delivered in person or via overnight courier to the other Party; (ii) on the second business day following the date of mailing by regular or certified U.S. Mail, postage prepaid to the other Party at its address set forth below; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile number set forth below. The addresses for notices may be modified by either Party only by written notice delivered in conformance with this Section.

### **CITY OF TACOMA**

ATTN: Kurtis Kingsolver, P.E.  
Public Works Director/City Engineer  
747 Market Street  
Tacoma, WA 98402  
Phone: 253-591-5269  
Email: [kkingsol@cityoftacoma.org](mailto:kkingsol@cityoftacoma.org)

**CITY OF UNIVERSITY PLACE**

ATTN: Jack Ecklund, P.E.  
Director of Engineering and Capital Projects  
3715 Bridgeport Way W.  
University Place, WA 98466  
Phone: 253.686.3066  
Email: jecklund@cityofup.com

**CITY OF LAKEWOOD**

ATTN: Paul A. Bucich, P.E.  
Public Works Engineering Director/City Engineer  
6000 Main Street SW  
Lakewood, WA 98499-5027  
Phone: 253-983-7737  
Email: PBucich@cityoflakewood.us

**16. WAIVER**

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

**17. ENTIRE AGREEMENT**

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

**18. MODIFICATION**

Provisions within this Agreement may be modified upon the mutual written consent of the Parties hereto.

**19. FILING**

After execution of the Agreement, all Parties shall file copies of this Agreement with their respective City Clerk, together with resolutions of the Tacoma City Council, University Place City Council, and Lakewood City Council approving and ratifying this Agreement.

**20. SEVERABILITY**

If any of the provisions contained in this Agreement are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF TACOMA**

By\_\_\_\_\_

City Manager

**CITY OF UNIVERSITY PLACE**

By\_\_\_\_\_

City Manager

**CITY OF LAKEWOOD**

By\_\_\_\_\_

City Manager

**Approved as to form:**

By\_\_\_\_\_

Steve Victor  
City Attorney

**Approved as to form:**

By\_\_\_\_\_

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

**Attest:**

\_\_\_\_\_

Doris Sorum  
City Clerk

**Attest:**

\_\_\_\_\_

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

**Approved as to form:**

By\_\_\_\_\_

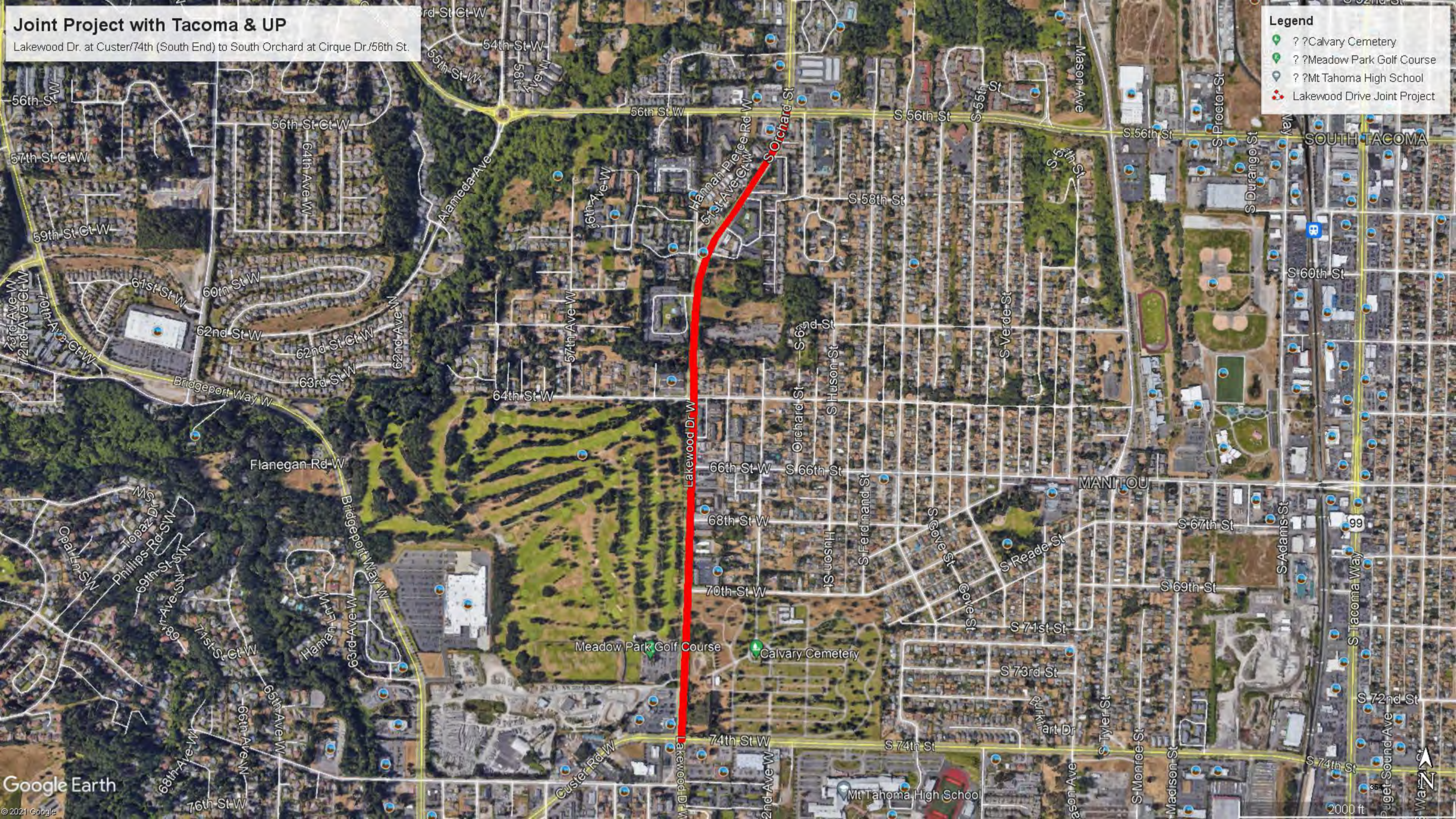
\_\_\_\_\_  
City Attorney

**Attest:**

\_\_\_\_\_

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





# Joint Project with Tacoma & UP

Lakewood Dr. at Custer/74th (South End) to South Orchard at Cirque Dr/56th St.

Legend

??Calvary Cemetery

??Meadow Park Golf Course

??Mt Tahoma High School

Lakewood Drive Joint Project





TO: Mayor and City Council

FROM: Sally Martinez

THROUGH: John Caulfield, City Manager

A handwritten signature in black ink, reading "John F. Caulfield".

DATE: NOVEMBER 15, 2021

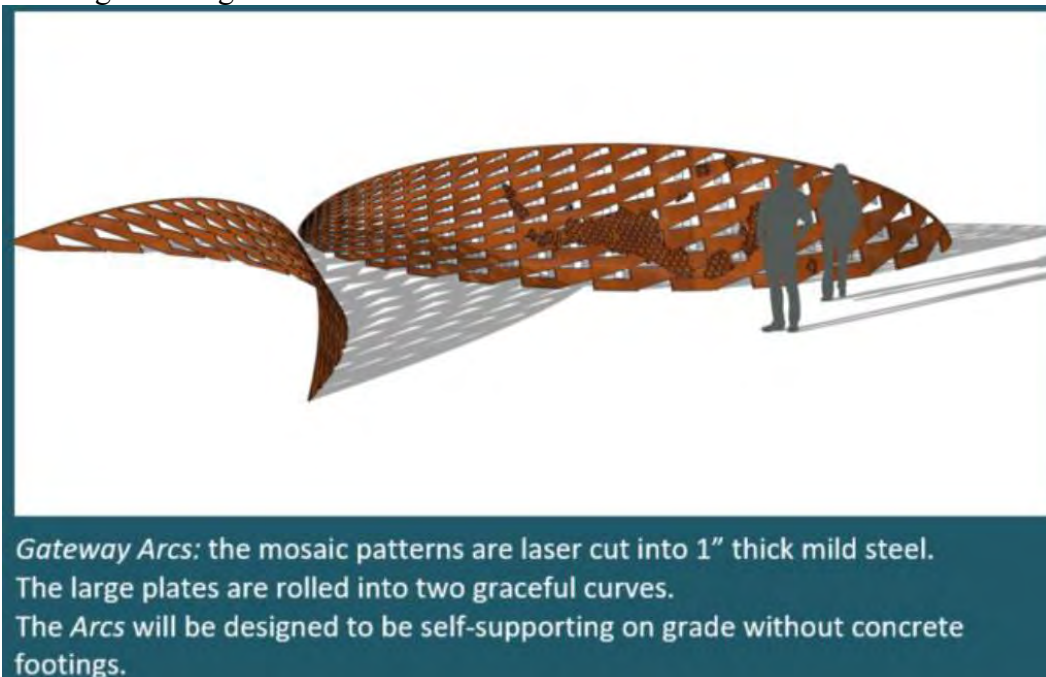
SUBJECT: Colonial Plaza Public Art Update

ATTACHMENTS: Gateway Arcs Final Design Drawings and Examples

**Summary:**

At the July 12 Study Session the City Council approved the Arts Commission's recommendation of artist John Fleming. The City entered into a contract with John Fleming on August 12th to design, create and install two "Gateway Arcs" at the Colonial Plaza. The budget is not to exceed \$140,000 and is slated to be complete in the summer of 2022. As noted in the contract schedule, final design is ready for Council review.

The original design of the art is below:



*Gateway Arcs:* the mosaic patterns are laser cut into 1" thick mild steel. The large plates are rolled into two graceful curves. The Arcs will be designed to be self-supporting on grade without concrete footings.

**Current Status:**

The project deliverable are as follows:

Deliverable	Date	Amount
Initial Payment upon signing Agreement - Complete	September 1, 2021	\$10,000
100% Design Approval (completion of construction documents)	November 15, 2021	\$10,000
Authorization to order materials, begin fabrication, And organize community workshops (community story writing)	January 3, 2021	\$30,000
50% completion of Fabrication	March 1, 2022	\$30,000
100% completion of Fabrication	May 2, 2022	\$30,000
Installation and Final Acceptance	June 30, 2022	\$30,000
Total		\$140,000

The notes below are highlights from John Flemings design documents (attached to this report):

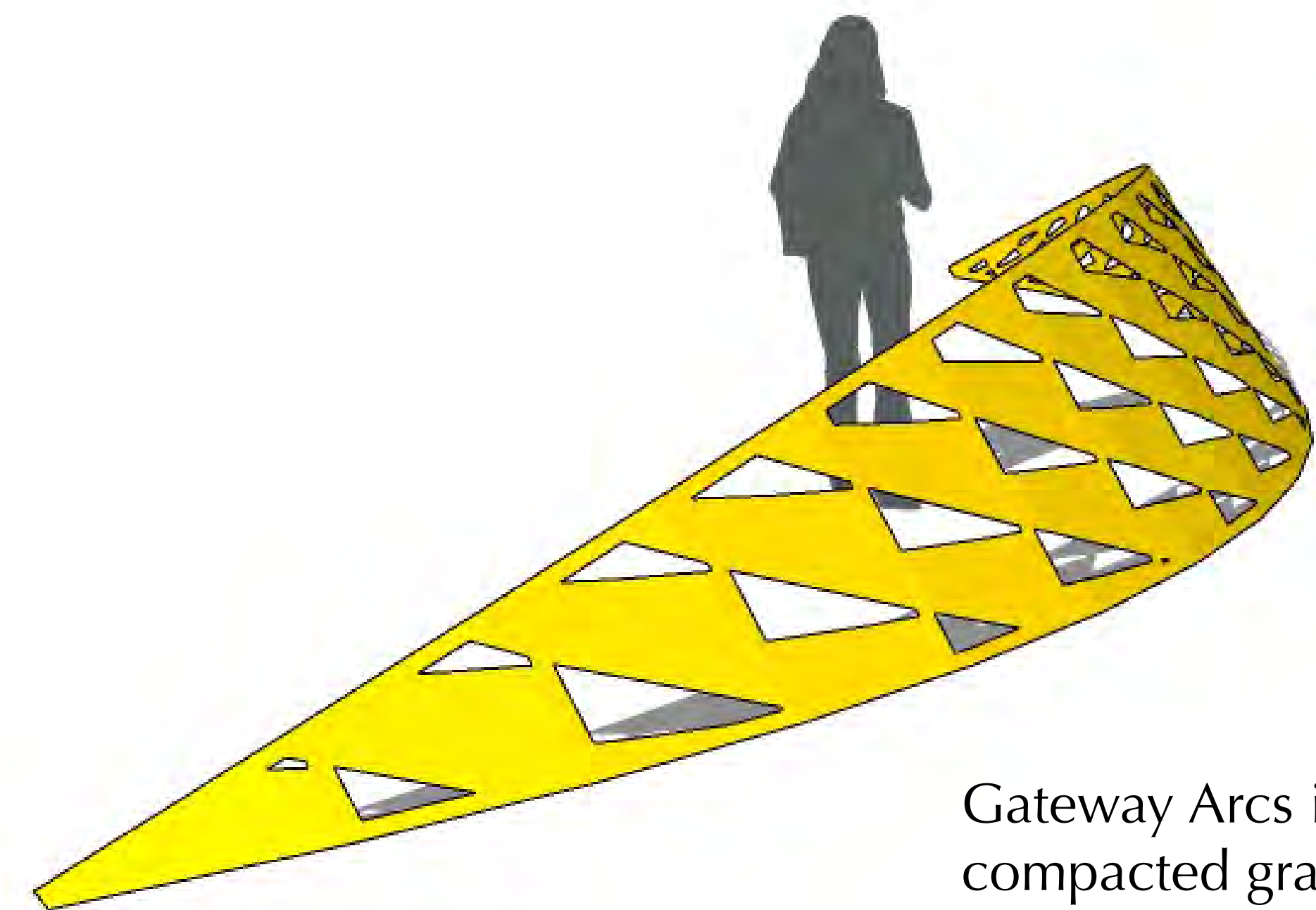
- I show how the artwork would have reflectors attached to stainless steel cables on the inside of each Arc. These reflectors would have a prismatic film on one side providing illumination via headlights of the approaching cars. One the other side each reflector would have etched text or images with graphics and stories written by Lakewood residents. I look forward to our public art workshops to help facilitate this story-writing.
- I show examples of past art projects that have been extremely effective at using prismatic reflectors without electrical power as a way of achieving illumination. I believe this would be the best approach. Lighting systems are known to be the Achilles heel of most public art projects. Even at their best they require continued maintenance and replacement.
- The tallest Arc is 7-feet wall, so climbing poses little threat. The edges will not be sharp, yet will be uncomfortable as handholds.
- As a fall back option, I show a way of illuminating the artwork with 30 watt pole-mounted LEDs. Power provided be the existing conduit on the south side and power from a solar panel on the north side. These lights are pole mounted to avoid illuminating the

night sky, avoid line of sight issues for cars, and mitigate landscaping issues with ground-mounted fixtures. Lighting was requested by Council, however the prismatic reflectors will really create the magic at night as one experiences the *Gateway Arcs* when entering Colonial Plaza.

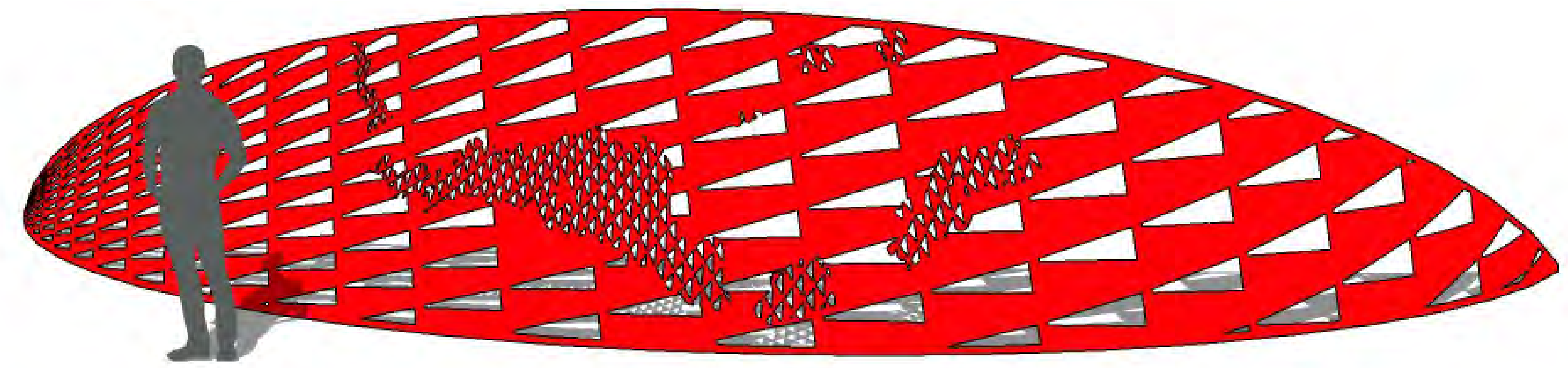
#### Next Steps:

The Arts Commission is seeking Council Concurrence on the final design that will be presented by John Fleming at the November 15th City Council Meeting. After concurrence, staff will work to amend the easement agreement with the property owners to allow installation to occur at the proposed location. Property owners have reviewed draft drawings.



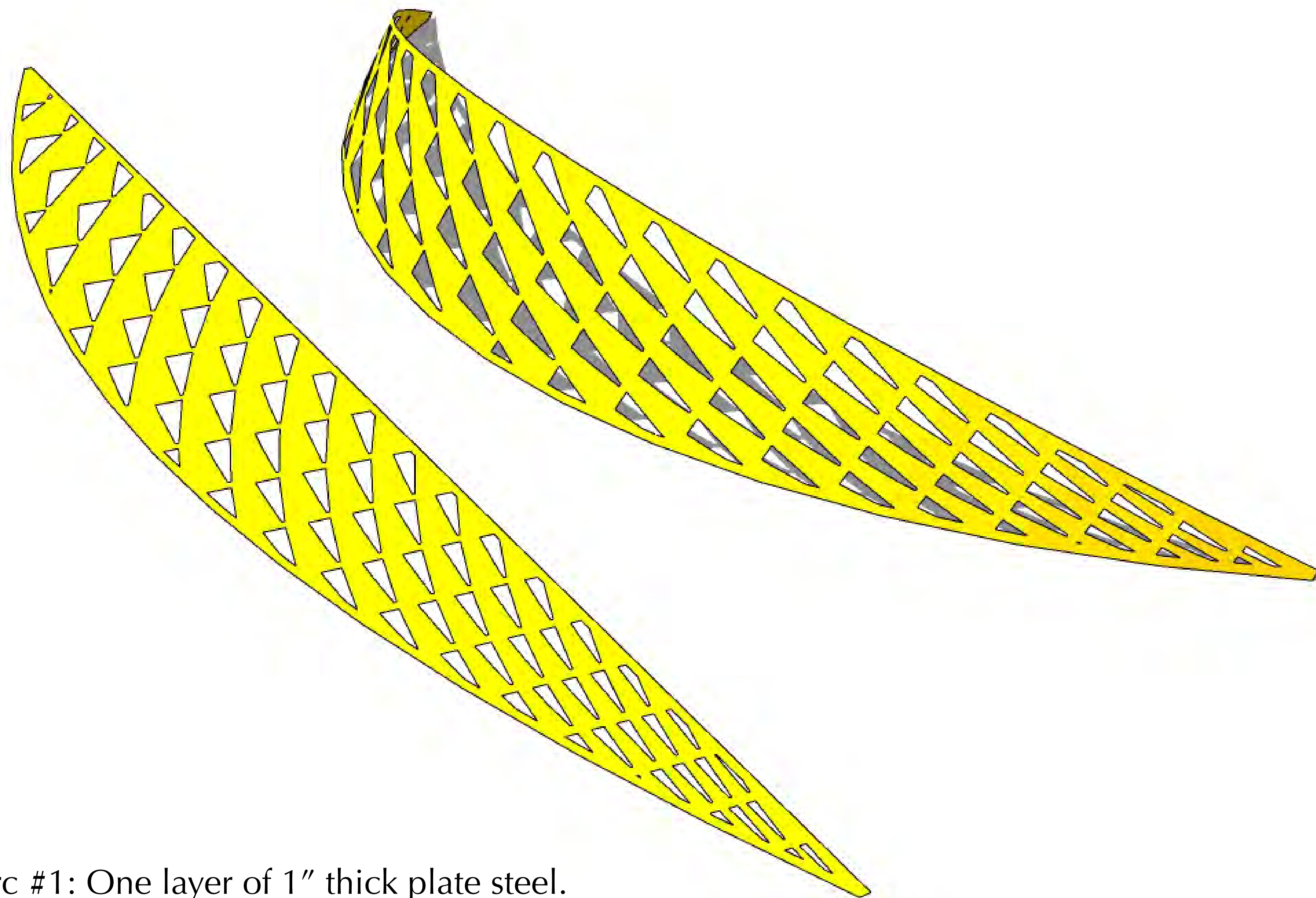


Arc #1



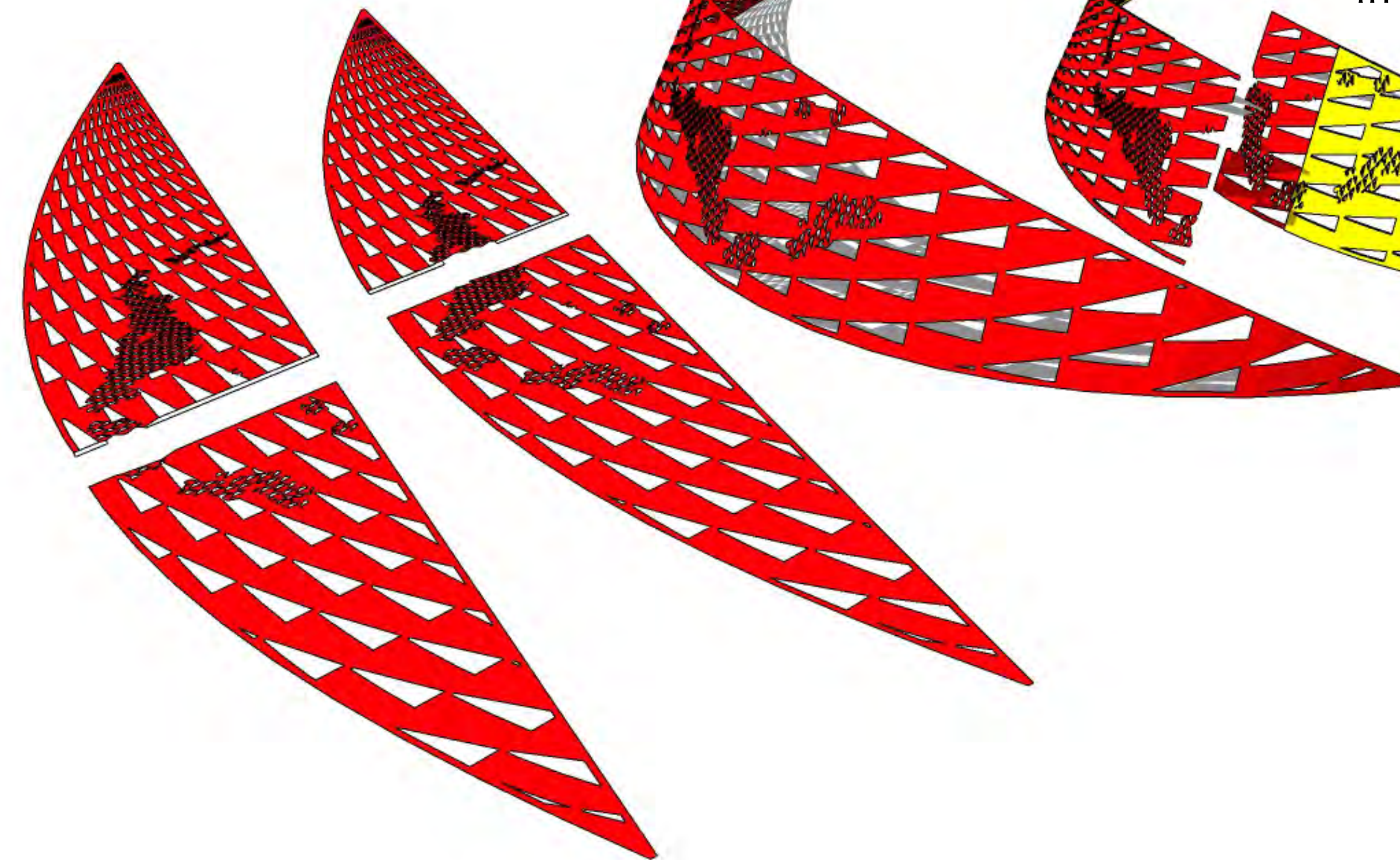
Arc #2

Gateway Arcs is composed of two separate arc shapes, resting on a compacted gravel base. The arcs would have an acid wash to create a natural rust finish, (not the colors shown).



Arc #1: One layer of 1" thick plate steel.

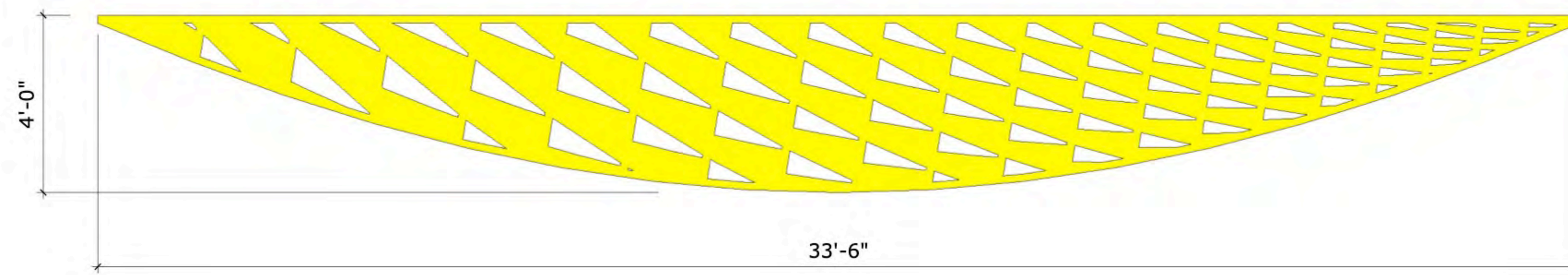
Shop cut shapes



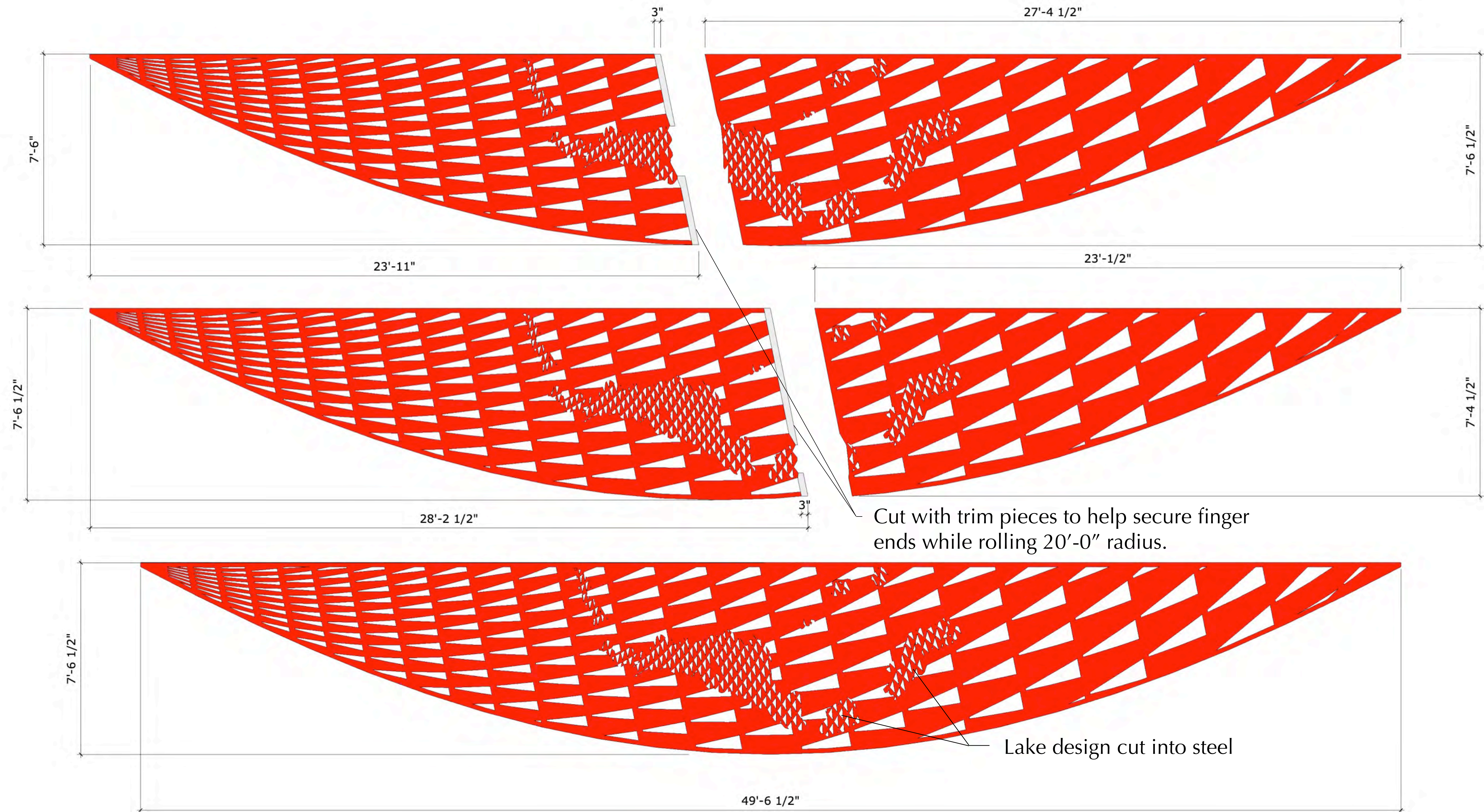
two pieces assembled in the field

Arc #2: The outside face is composed of 2 sheets. The inside is 2 sheets. Plug welds and edge welds would attach the inside and outside together. To fit on the truck and ease fabrication.



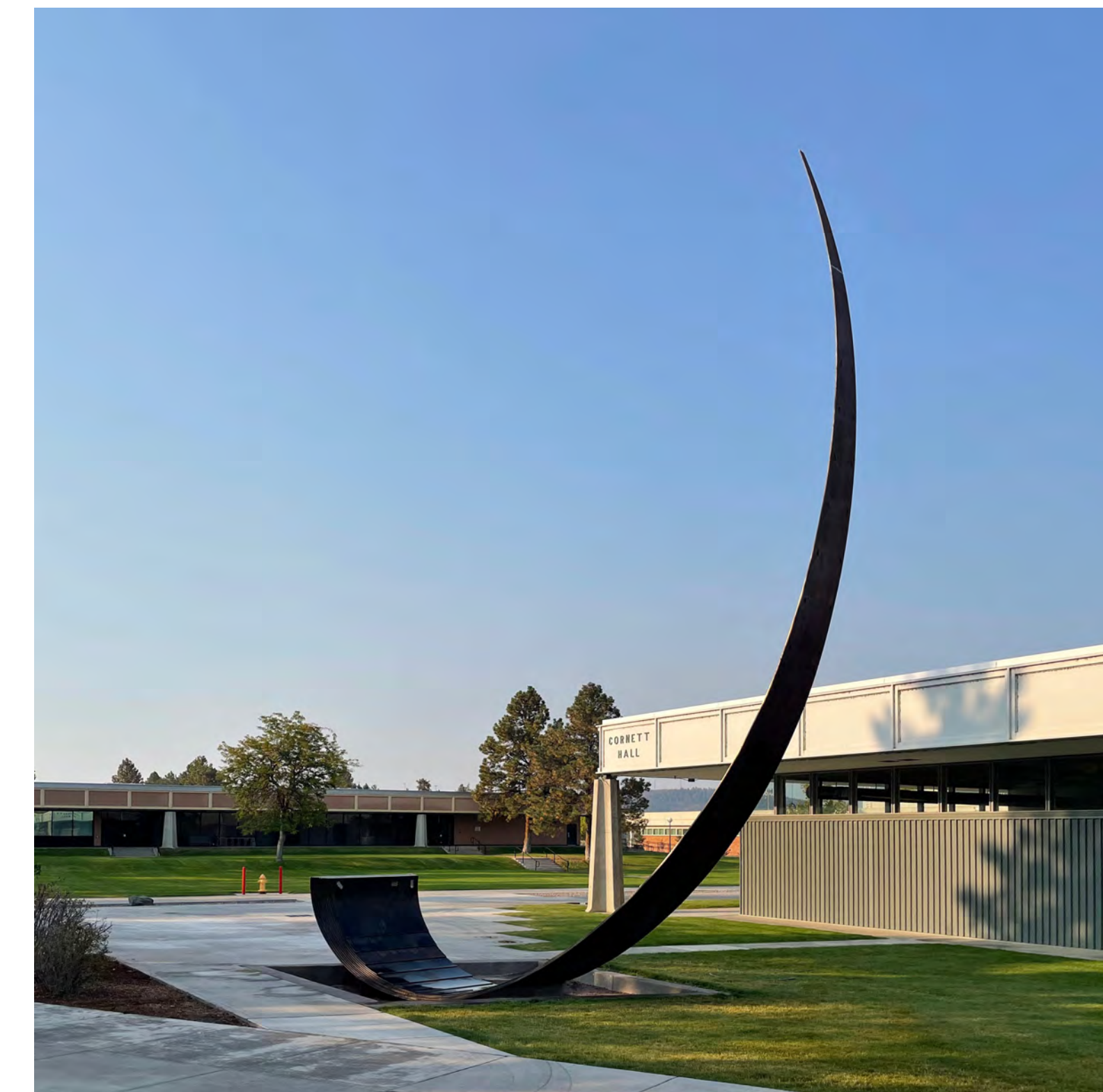
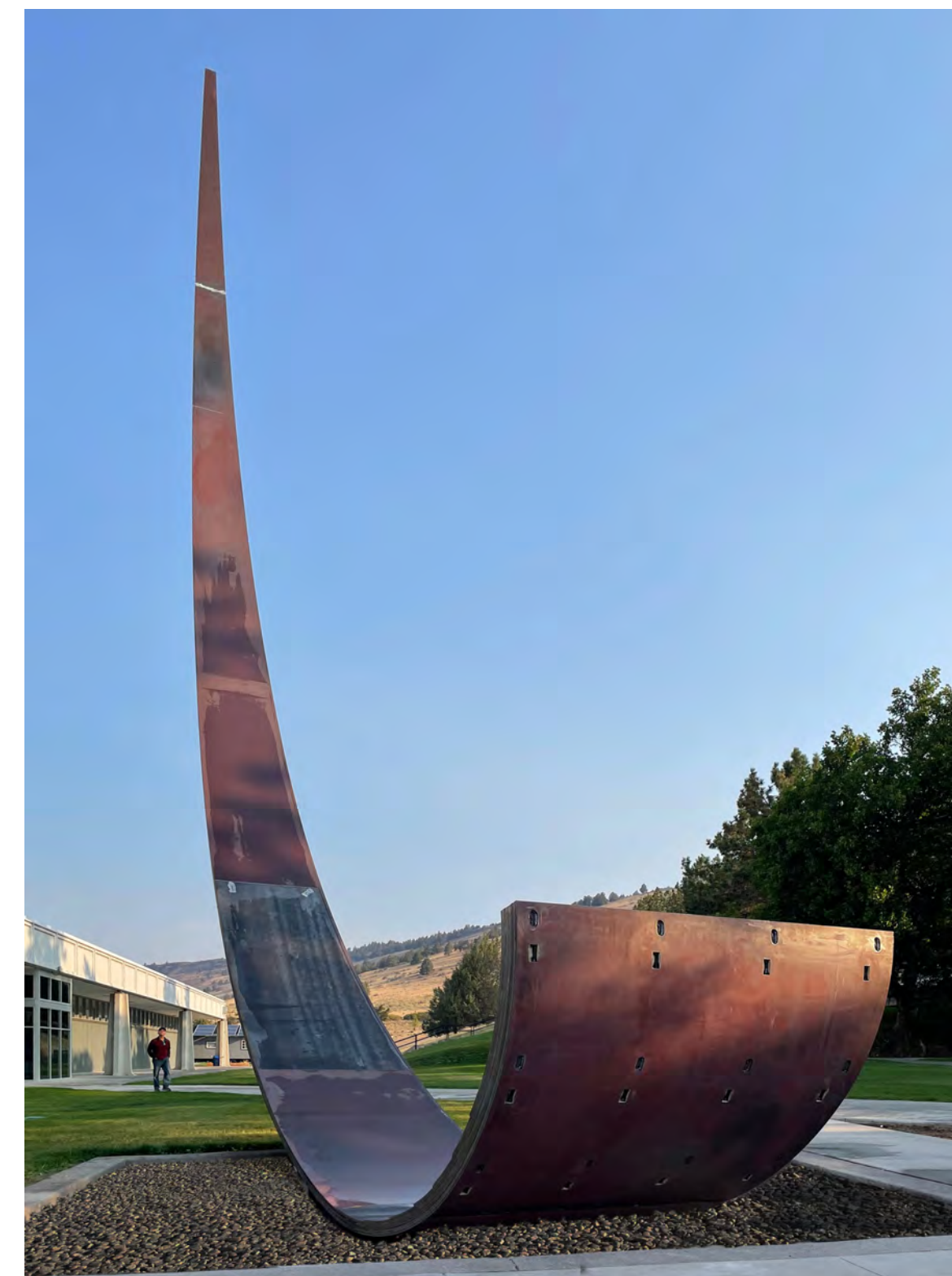


Arc #1: One layer of 1" thick plate steel. Cut and rolled into 20'-0" radius.

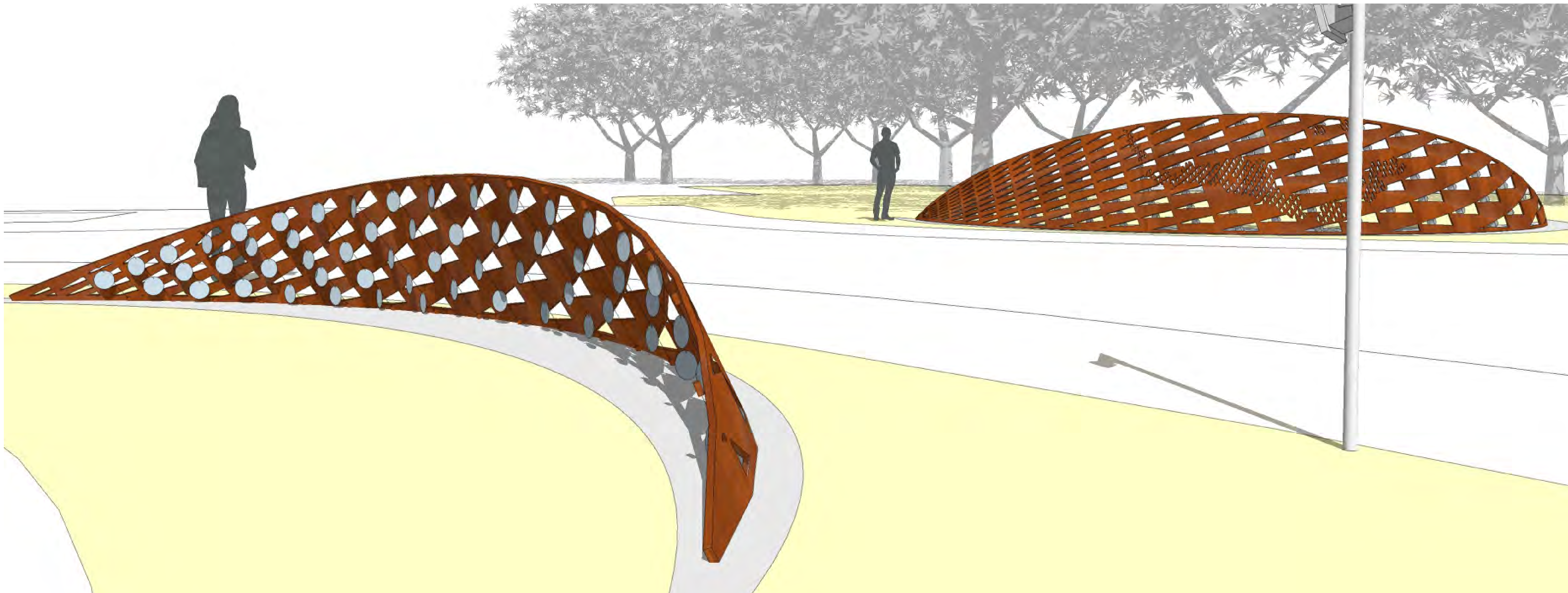


Arc #2: two layers of 1/2" thick plate steel. four pieces total for complete arc. Cut and rolled into 20'-0" radius.



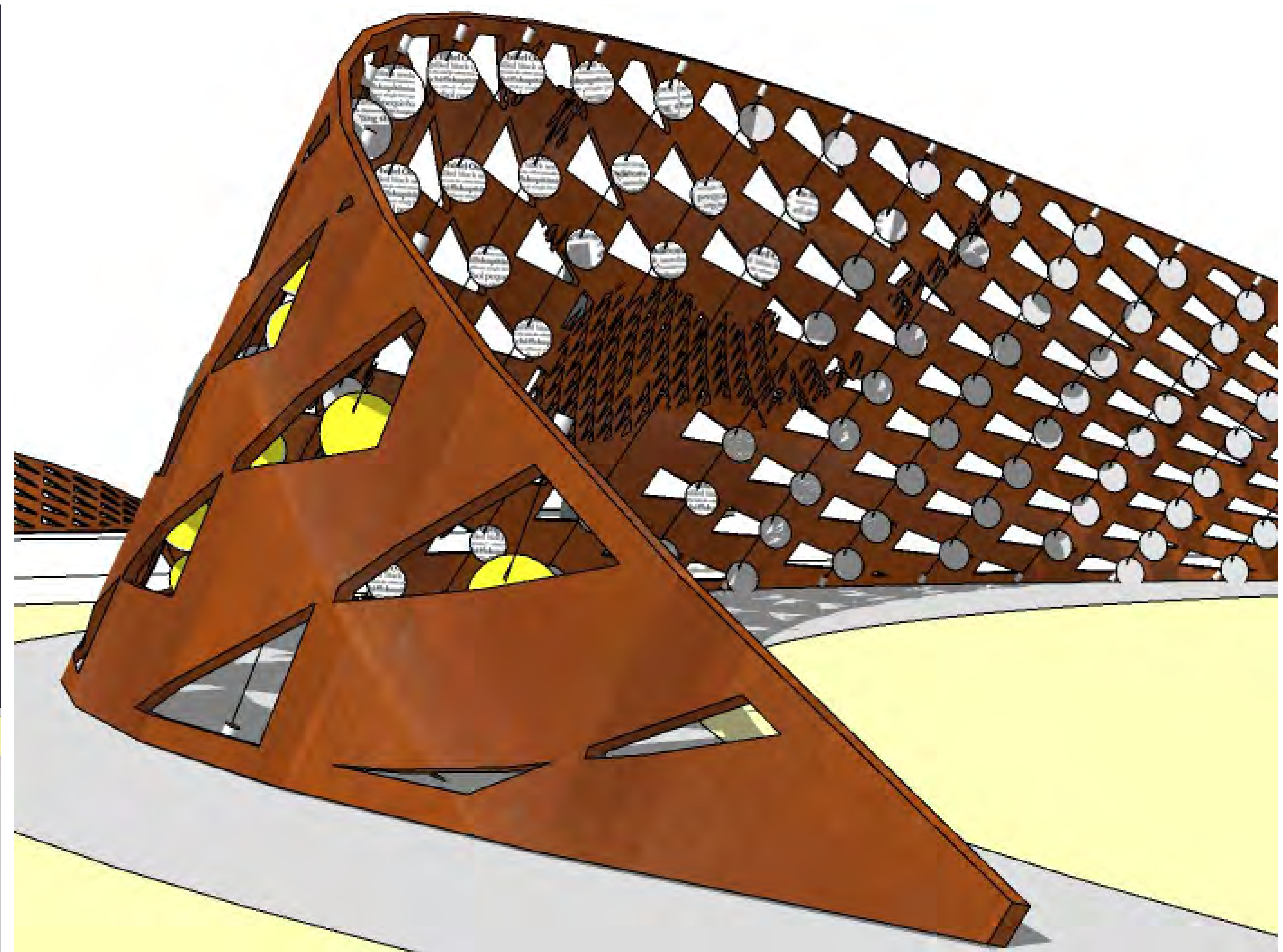
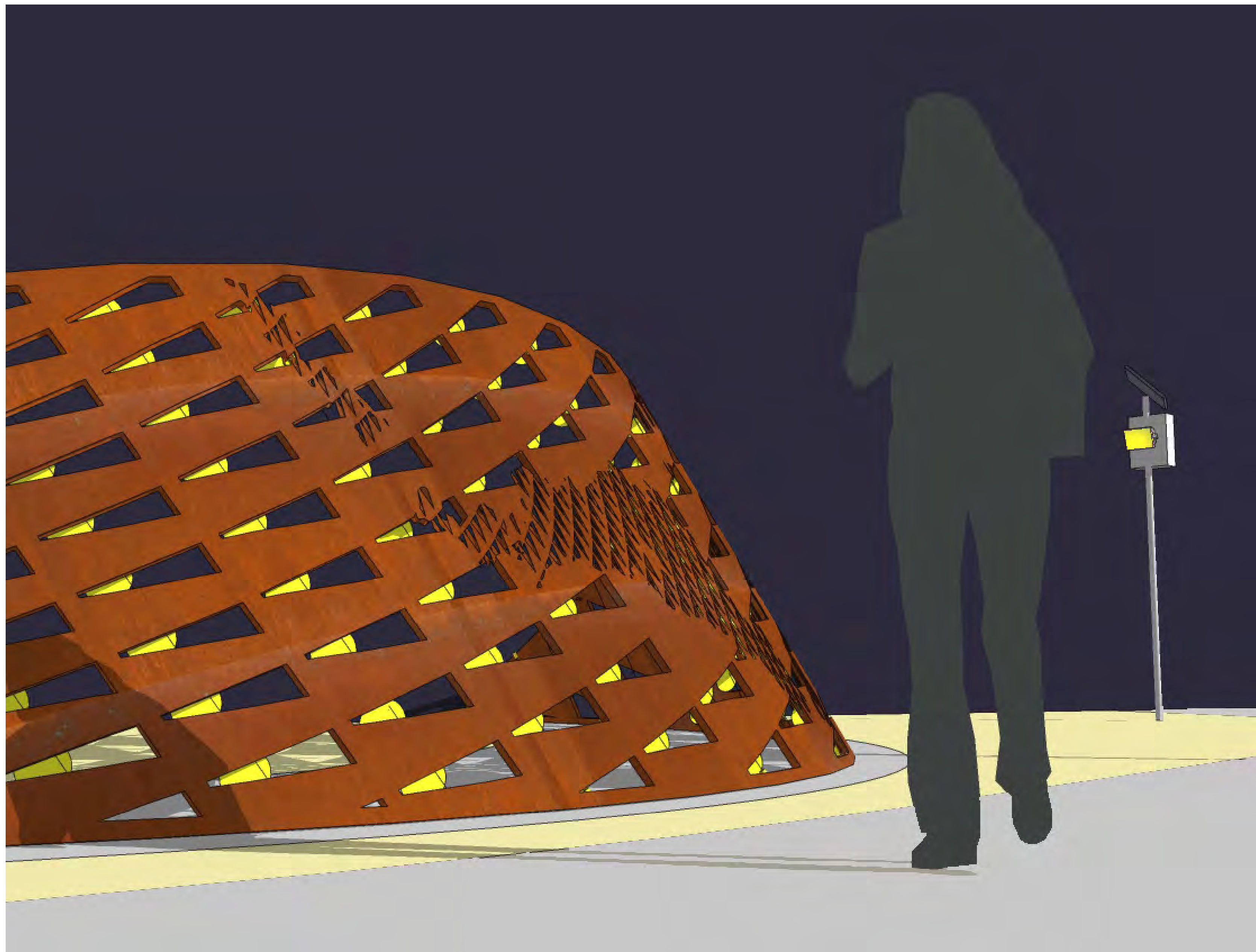


*Fibonacci's Arc* / Oregon Institute of Technology, Klamath Falls, Oregon



*Gateway Arcs* utilizes a cutting and rolling technique we perfected on *Fibonacci's Arc* at Oregon Institute of Technology in Klamath Falls, Oregon





Optional 30 Watt LED light powered by pole-mounted photo voltaic panel illuminates the face of the northern Arc.

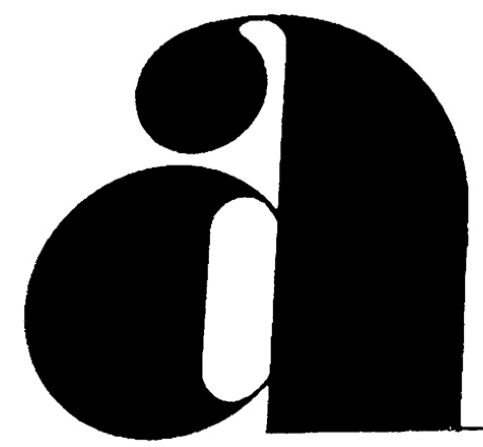


On the street side, prismatic film on aluminum reflectors create excellent internal glow through car headlights.



た く 垣 間  
途 足 人  
端 穂 形  
に カ 時  
月 フ 代  
宇宙論

A battalion waiting  
à l'hôtel Odéon  
spilled black seeds  
un día más de calma atmosférica  
Schiffskapitänin  
some offbeat single fittings  
el árbol pequeño  
Les chansons téléchargées  
Acting strangely



wizard  
jump  
quickly

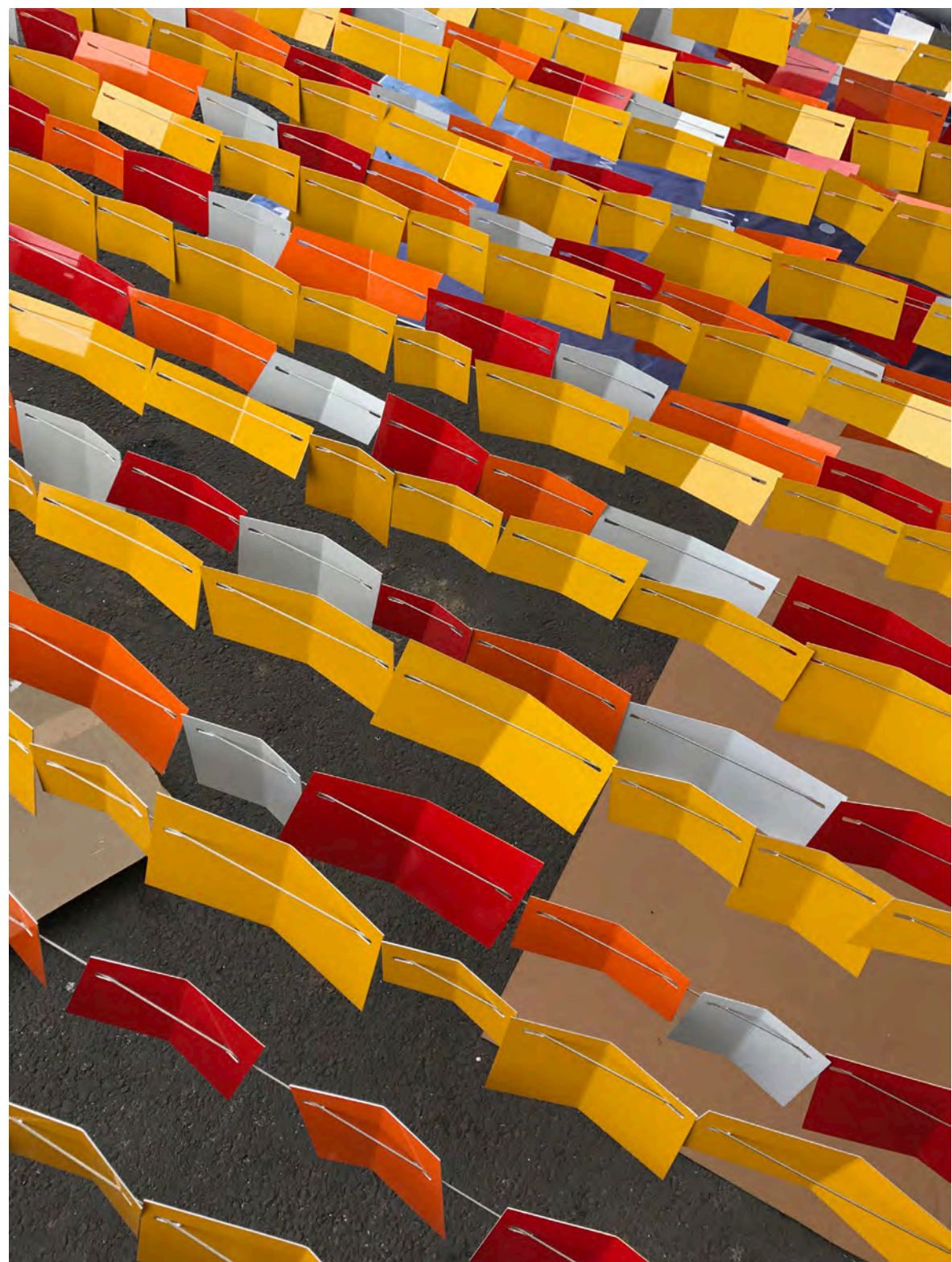
On the inside of each Arc, graphics etched into the reflectors tell the stories of the community. These reflectors are suspended on stainless steel cables



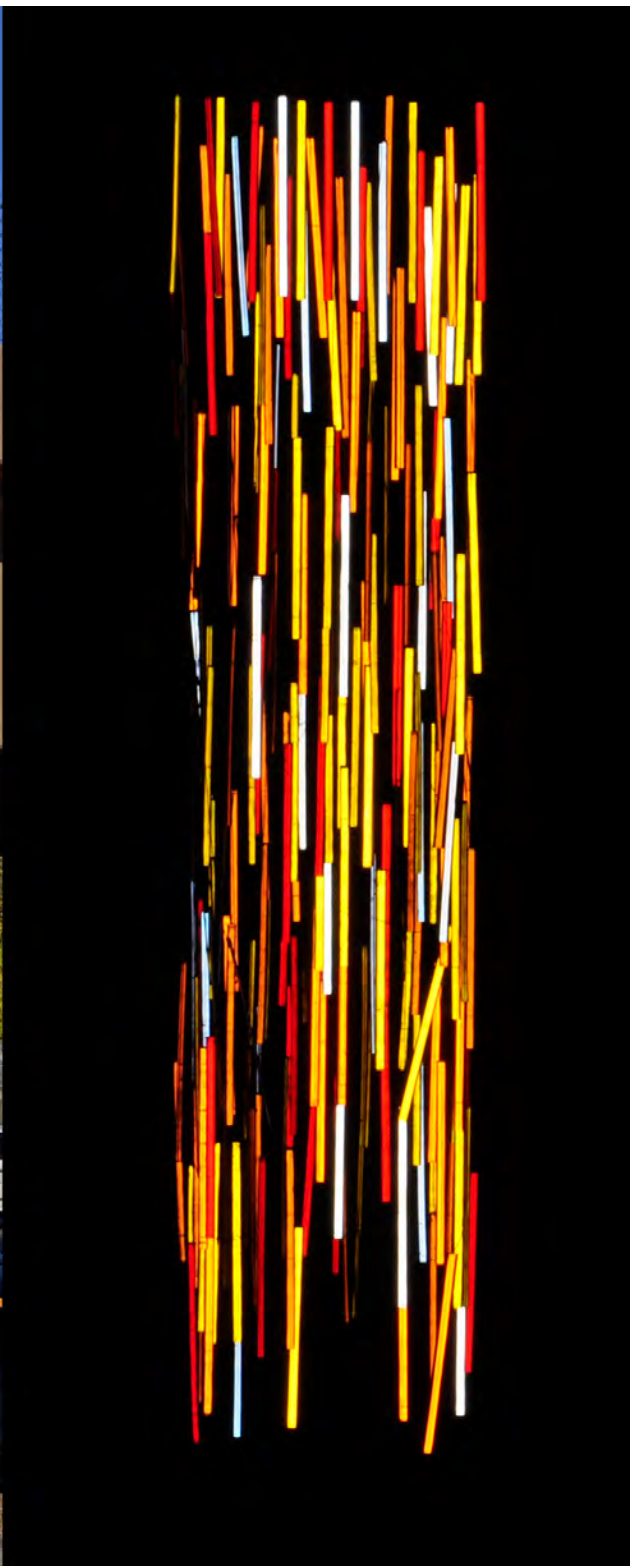
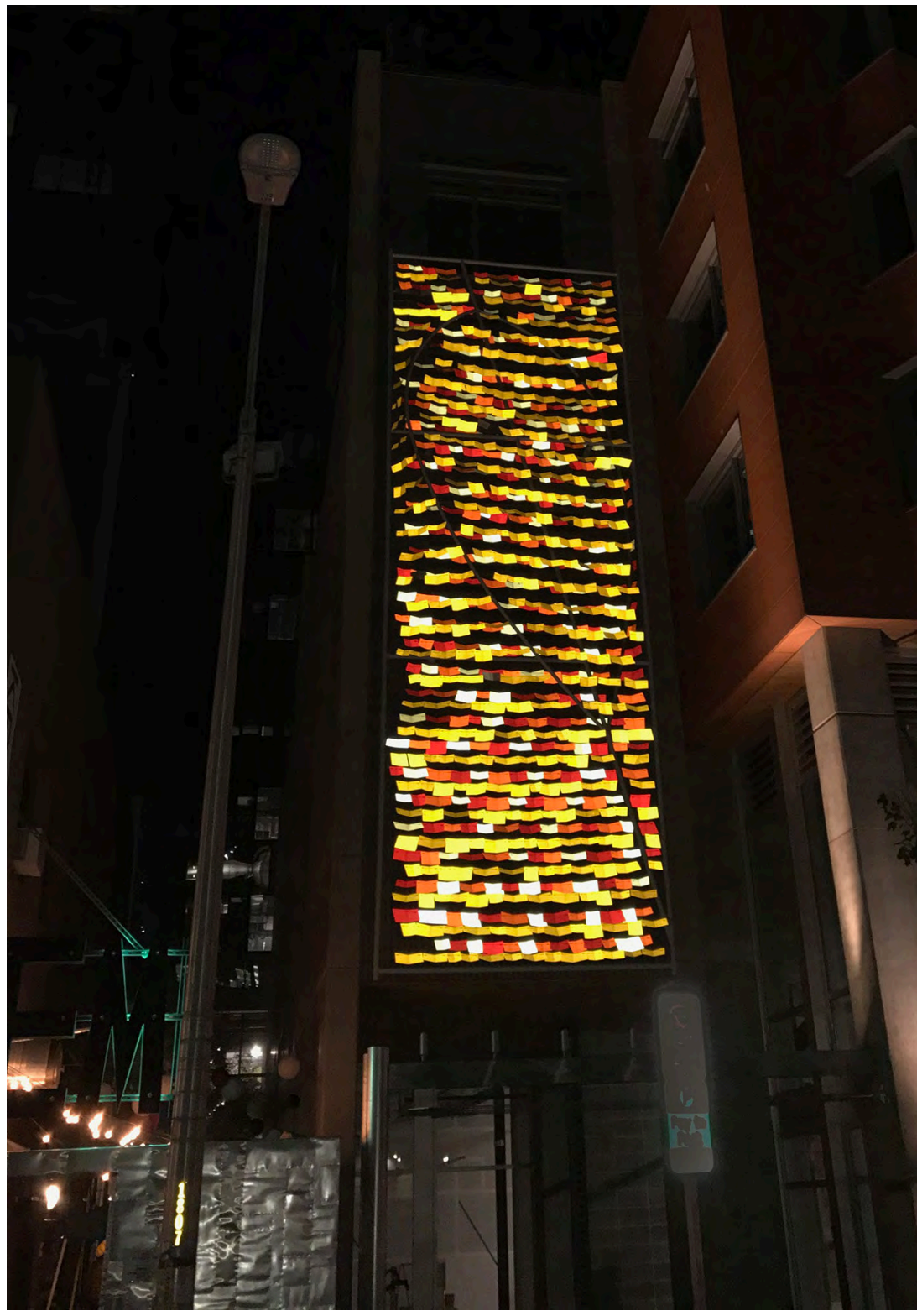


Option for one pole-mounted light on southern side and one pole-mounted solar-powered LED light on northern side illuminate the Arcs. Reflectors inside the triangular cutouts catch the light of approaching cars.

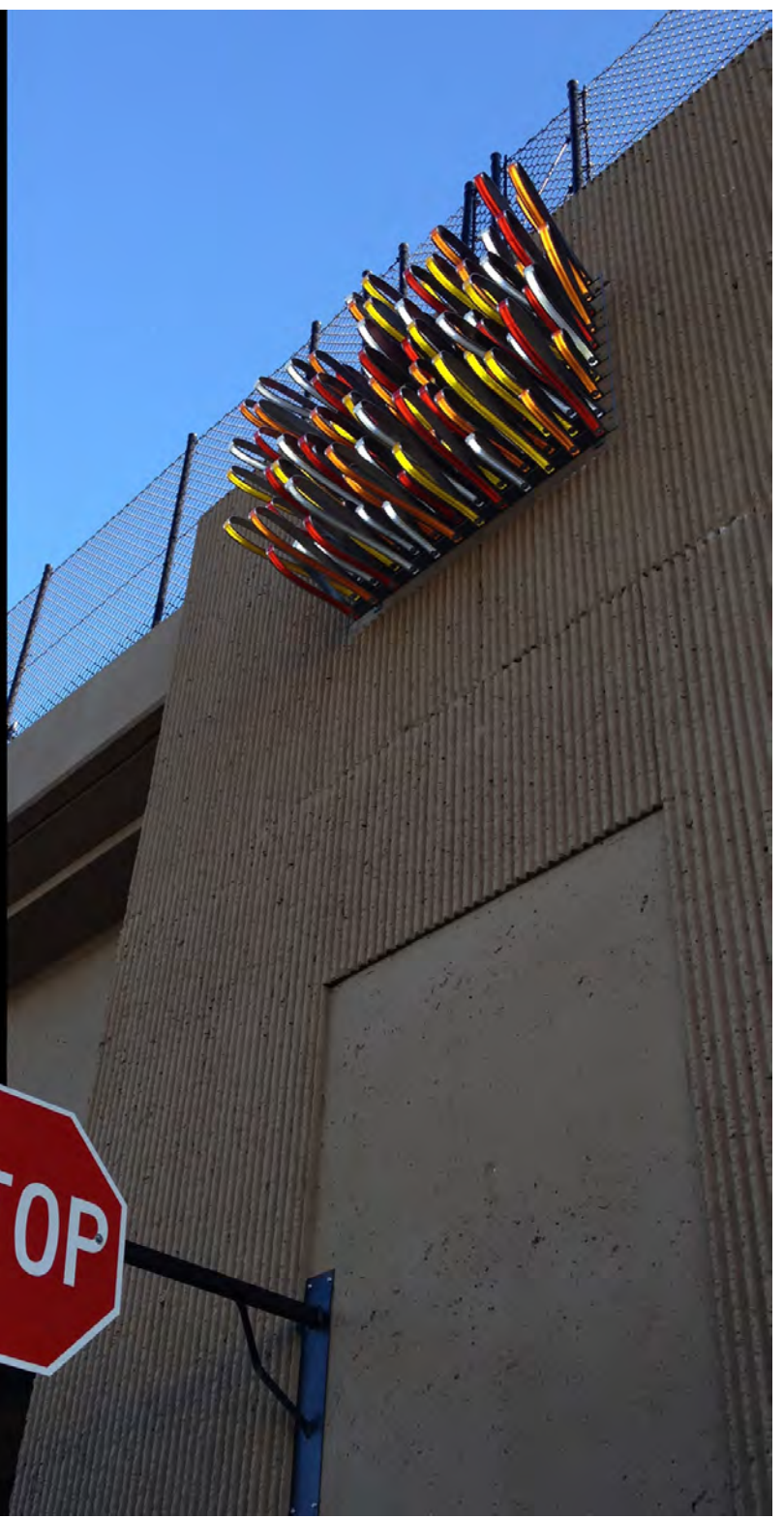
Examples of projects with no electric illumination. Prismatic film illuminated by your car’s headlights provides the glow. (Note: No electrical illumination was used on *Pseudotsuga* and *Kipling Cascade*).



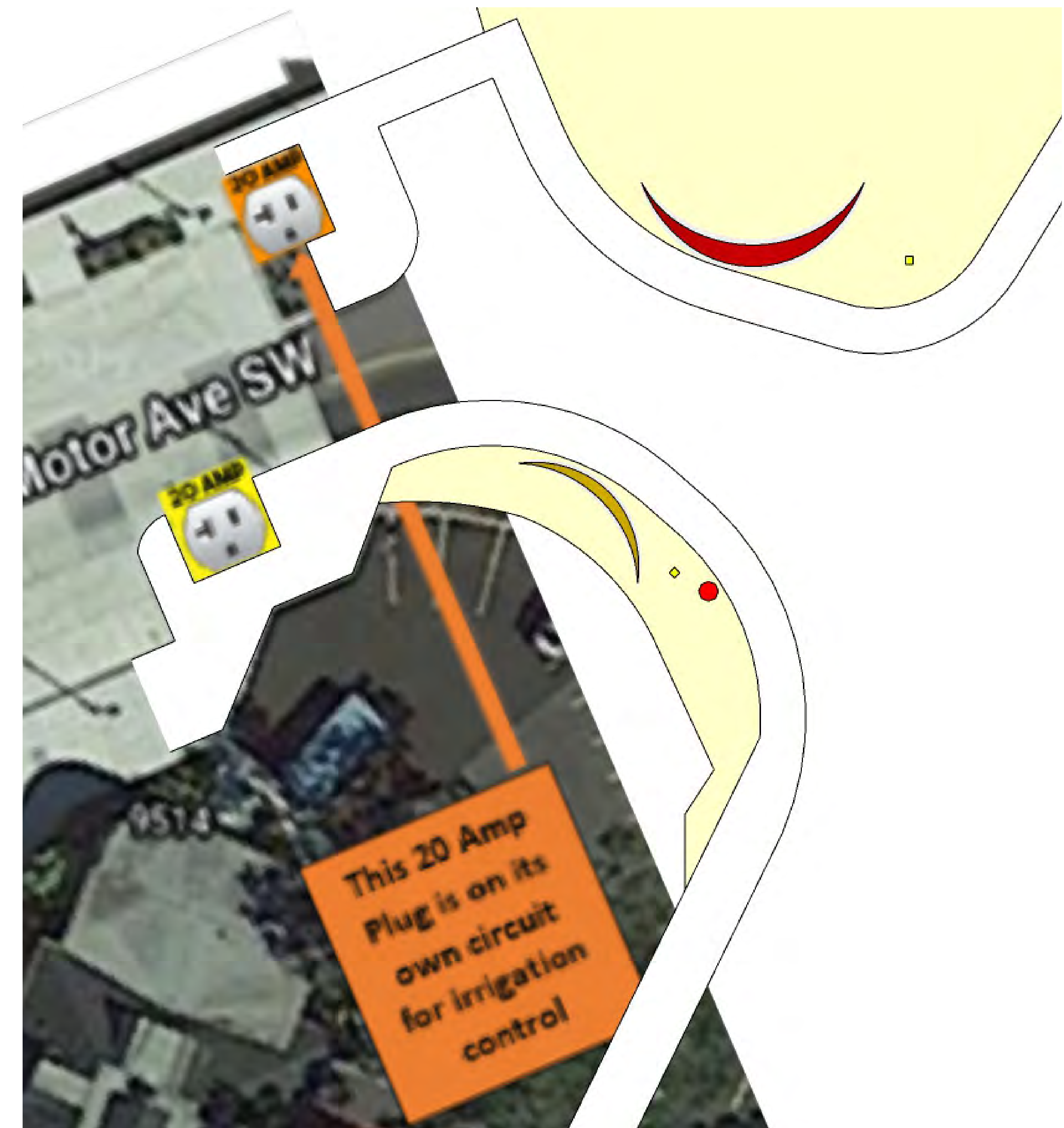
*Pseudotsuga* / Kinects, Seattle, Washington



*Kipling Cascade* / Lakewood, Colorado







Lack of existing electrical power on north side may suggest options:

1. Reflective film illuminated by car headlights only.
2. 30 watt pole-mounted LED powered by existing conduit on south side and solar powered 30 watt LED on north side, both in combination with reflectors.

Reflective film illumination has proven very effective on past projects.