



LAKESWOOD CITY COUNCIL AGENDA

Monday, June 17, 2024

7:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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.

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.

<http://www.cityoflakewood.us>

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****PROCLAMATIONS AND PRESENTATIONS****PUBLIC COMMENTS****C O N S E N T A G E N D A**

- (4) A. Approval of the minutes of the City Council study session of May 28, 2024.
- (8) B. Approval of the minutes of the City Council meeting of June 3, 2024.
- (14) C. Motion No. 2024-40
- Authorizing American Rescue Plan Act (ARPA) funding, in the amount of \$2,500, to sponsor the Buffalo Soldiers 2024 Labor Day Festival.
- (19) D. Motion No. 2024-41
- Authorizing the execution of an agreement with Robert Droll Landscape Architects for the Harry Todd Park Pickleball Courts Project.
- (42) E. Items filed in the Office of the City Clerk:
1. Lakewood's Promise Advisory Board meeting minutes of March 7, 2024.
 2. Lakewood's Promise Advisory Board meeting minutes of April 11, 2024.

R E G U L A R A G E N D A**UNFINISHED BUSINESS****NEW BUSINESS**

REPORTS BY THE CITY MANAGER

- (48) Review of Automated Traffic Safety Camera Systems.

CITY COUNCIL COMMENTS

ADJOURNMENT



LAKWOOD CITY COUNCIL MEETING MINUTES

Tuesday, May 28, 2024

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 6 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Mike Brandstetter, Ryan Pearson, J. Trestin Lauricella and Paul Bocchi.

Councilmember Excused: 1 – Councilmember Patti Belle.

ITEMS FOR DISCUSSION:

City Council Retreat Follow-Up.

John Caulfield, City Manager introduced Michael Pendleton, Consultant and Michael Vargas, Assistant to the City Manager. Caulfield shared that the City Council held a goal setting retreat on March 30, 2024 to identify, discuss and prioritize goals for 2025-2026. Pendleton provided a high-level overview of the proposed goals. Discussion ensued related to the four proposed goals which are development of Downtown Park and Multigenerational Community Center, Public Safety, Edgewater Park Master Plan Implementation and Downtown and Lakewood Station District Subarea revitalization for sustainable growth.

ITEMS TENTATIVELY SCHEDULED FOR JUNE 5, 2024 REGULAR CITY COUNCIL MEETING:

1. Proclamation recognizing Juneteenth National Freedom Day. – *Jennie Tubig-Gacek, Senior Warden for St. Joseph-St. John Episcopal Church*
2. Proclamation recognizing the month of June at LGBTQ+ Pride Month. – *Oasis Youth Center*
3. Proclamation recognizing the month of June as Ride Transit Month. – *Lauren Alder, Government Relations Administrator, Pierce Transit*

4. Youth Council Report and Recognition.
5. Clover Park School District Report. – *Alyssa Anderson Pearson, Board President*
6. Awarding a bid for the 2024 Chip Seal Program. – (Motion – Consent Agenda)
7. Authorizing American Rescue Plan Act (ARPA) funding, in the amount of \$1 Million, for the Living Access Support Alliance (LASA) Gravelly Lake Commons phase 3 affordable housing project. – (Motion – Consent Agenda)
8. Authorizing American Rescue Plan Act (ARPA) funding, in the amount of \$250,000, for the Emergency Food Network warehouse project. – (Motion – Consent Agenda)
9. Authorizing the execution of an amendment to the agreement with Pacific Point Defense (Horwath Law) for public defense services. – (Motion – Consent Agenda)
10. Authorizing the execution of an agreement with Facet for the Shoreline Management Program Update. – (Motion – Consent Agenda)
11. Approving a Franchise Agreement with Lightcurve for Cable Access TV services. – (Ordinance – Regular Agenda)
12. Approving a Franchise Agreement with Lightcurve for Telecommunication services. – (Ordinance – Regular Agenda)
13. Approving the 2025-2030 Transportation Improvement Program. – (Resolution – Regular Agenda)
14. Urban Forestry Plan Overview and approving an American Rescue Plan Act (ARPA) subaward to Facet, in the amount of \$150,000, to conduct a Lakewood tree inventory. – (New Business – Regular Agenda)
15. Interlaaken Bridge Update. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

City Manager Caulfield reported that on June 3rd there will be an update on options and recommendations related to the Interlaaken Bridge repair and Congress marked up the NDAA this week and language proposed by the City has been included in the final House bill.

He then announced the following upcoming events and meetings:

- May 30, 9:30 A.M. to 1:00 P.M., Puget Sound Regional Council 2024 Annual General Assembly, Seattle Convention Center – Summit Building, 900 Pine Street, Seattle, WA 98122
- May 31, 1:00 P.M. to 2:00 P.M., Chambers Creek Canyon Trail Phase 2 Groundbreaking Event
- June 1, 10:00 A.M., Dr. Claudia Thomas Legacy House Dedication, Tillicum
- June 1, 4:00 P.M. to 7:00 P.M., Saturday Street Festival, Street Festival, Colonial Plaza
- June 4, 2:00 P.M. to 7:00 P.M., Farmers Market, Fort Steilacoom Park

CITY COUNCIL COMMENTS

Councilmember Bocchi shared that he will be attended the South Sound Housing Affordability Partnership (SSHA³P) meeting and Dancing in the Streets this week.

Councilmember Pearson shared that he attended the Youth Summit and this week will attend the Puget Sound Regional Council meeting.

Councilmember Lauricella thanked Mr. Pendleton for facilitating the City Council Retreat and fellow Councilmembers for their discussions. He looks forward to the Farmers Market next week.

Councilmember Brandstetter shared that he attended the Youth Summit, spoke about the letter sent to the City of Lakewood regarding the Tacoma Tidelands Draft Environmental Impact Statement. He shared that this week he will attend an Affordable Housing Workshop and the Pierce County Community Needs Assessment Event. He reported that he will be attending the June 3rd City Council meeting virtually.

Deputy Mayor Moss shared that she attended the Arlington Project Ceremony, the Youth Summit and she looks forward to attending the Dr. Claudia Thomas Legacy House event and the Dancing in the Streets Festival.

Mayor Whalen shared that last week he hosted Mayors Coffeehouse, attended the Arlington Project Ceremony at Clover Park High School, the Youth Summit, the Camp Lewis Memorial Day Ceremony and the Mountain View Memorial Day Ceremony. He shared that this week he will attend the Festival in the Streets. He then spoke about consolidating City Council regular meetings and study sessions and requested a discussion at a future meeting.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:54 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



LAKWOOD CITY COUNCIL MEETING MINUTES

Monday, June 3, 2024

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 5 – Mayor Jason Whalen; Councilmembers Ryan Pearson, Patti Belle, J. Trestin Lauricella and Paul Bocchi.

Councilmembers Excused: 2 – Deputy Mayor Mary Moss and Councilmember Mike Brandstetter.

PLEDGE OF ALLEGIANCE

Mayor Whalen paused for a moment of silence and led the Pledge of Allegiance.

PROCLAMATIONS AND PRESENTATIONS

Proclamation recognizing Juneteenth National Freedom Day.

COUNCILMEMBER BELLE PRESENTED A PROCLAMATION RECOGNIZING JUNETEENTH NATIONAL FREEDOM DAY TO ST. JOSEPH-ST. JOHN EPISCOPAL CHURCH REPRESENTATIVES.

Proclamation recognizing the month of June as LGBTQ+ Pride month.

COUNCILMEMBER LAURICELLA PRESENTED A PROCLAMATION RECOGNIZING THE MONTH OF JUNE AS LGBTQ+ PRIDE MONTH TO ARAN MYRACLE, DROP IN COORDINATOR, OASIS YOUTH CENTER.

Proclamation recognizing the month of June as Ride Transit month.

MAYOR WHALEN PRESENTED A PROCLAMATION RECOGNIZING THE MONTH OF JUNE AS RIDE TRANSIT MONTH TO MIKE GRIFFUS, CEO, PIERCE TRANSIT.

Presentation of 2024 Washington Recreation and Parks Association (WRPA) Spotlight Award for the Development and Renovation of Springbrook Park.

Mayor Whalen recognized Stacey Reding, Capital Projects Coordinator with a 2024 Spotlight Award from the Washington Recreation and Parks Association (WRPA) for the development and renovation of Springbrook Park.

Youth Council Report and Recognition.

Youth Councilmember Angel Calderon shared that this year students volunteered for city sponsored events and at local service agencies, coordinated on the Dr. Martin Luther King, Jr. celebration, created video content for social media, participated in Secret Santa, a job shadow with Mayor Whalen and coordination of the Youth Summit.

Youth Councilmember Chase Washington shared that students are preparing a summer planning committee to work on initiatives for the 2024-2025 school year.

Mayor Whalen and City Councilmembers presented the students with certificates of recognition for their service to the Youth Council during the 2023-2024 school year.

Clover Park School District Report.

None.

PUBLIC COMMENTS

Speaking before the Council were:

Jackie and Carissa Birge, Buffalo Soldiers Museum, shared that a Labor Day Festival to honor the military community will be held on Monday, September 2nd at Chaney Stadium.

Michelle Douglas, Emergency Food Network, thanked the City Council for supporting the new food distribution warehouse and food stability programs.

Dennis Haugen, Sioux Falls, spoke about attorneys not having to pass the BAR exam in Washington State, sanctuary states, illegal immigration and homelessness.

Anna Moeller, Lakewood resident, spoke about availability of land in Lakewood, horizontal sprawl and underground parking for the apartment complex in the Lakewood Towne Center.

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

- A. Approval of the minutes of the City Council meeting of May 20, 2024.
- B. Approval of claims vouchers, in the amount of \$4,223,347.69, for the period of April 16, 2024 through May 15, 2024.
- C. Approval of payroll checks, in the amount of \$3,087,854.71, for the period of April 16, 2024 through May 15, 2024.

D. Motion No. 2024-36

Authorizing the award of a construction contract to Sierra Santa Fe Corporation, in the amount of \$272,777, for the 2024 Chip Seal Program.

E. Motion No. 2024-37

Releasing American Rescue Plan Act (ARPA) funds in the amount of \$1,000,000 to Living Access Support Alliance (LASA) per Motion 2023-15; in the amount of \$250,000 to Emergency Food Network per Motion 2022-101; and to approve the re-obligation of \$25,000 of American Rescue Plan Act (ARPA) funds to conduct a locally-initiated amendment of the Lakewood Shoreline Master Program in 2024.

F. Motion No. 2024-38

Authorizing the execution of an amendment to the agreement with Pacific Point Defense (Horwath Law) for public defense services.

- G. Items filed in the Office of the City Clerk:
 - 1. Planning Commission meeting minutes of April 17, 2024.
 - 2. Parks and Recreation Advisory Board meeting minutes of April 23, 2024.

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

R E G U L A R A G E N D A**ORDINANCE****Ordinance No. 805 Granting Rainier Connect, North, LLC DBA Lightcurve, a non-exclusive franchise for the transmission of cable access television in the City of Lakewood.**

COUNCILMEMBER LAURICELLA MOVED TO ADOPT ORDINANCE NO. 805. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Ordinance No. 806 Granting Rainier Connect North, LLC, DBA Lightcurve, a non-exclusive franchise for the transmission of telecommunications in, through, over and under the rights-of-way of the City of Lakewood.

COUNCILMEMBER PEARSON MOVED TO ADOPT ORDINANCE NO. 806. SECONDED BY COUNCILMEMBER LAURICELLA. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

RESOLUTION**Resolution No. 2024-09 Adopting the Six-Year (2025-2030) Comprehensive Transportation Improvement Program.**

COUNCILMEMBER BOCCHI MOVED TO ADOPT RESOLUTION NO. 2024-09. SECONDED BY COUNCILMEMBER PEARSON. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS**Motion No. 2024-39 Authorizing the execution of an agreement with FACET NW, Inc., in the amount of \$150,000, to conduct a City of Lakewood tree inventory.**

COUNCILMEMBER PEARSON MOVED TO ADOPT MOTION NO. 2024-39. SECONDED BY COUNCILMEMBER LAURICELLA. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

REPORTS BY THE CITY MANAGER

Interlaaken Bridge Repair Update.

Troy Pokswinski, Capital Projects Manager, provided an overview of the bridge construction, condition and proposed repair options and associated costs as well as timeline for the repairs. Discussion ensued.

City Manager Caulfield shared that the Pierce County Hearing Examiner issued its decision approving the conditional use permit for the Pierce County First Village, there is a 21 day Land Use Petition Act (LUPA) appeal window. A motion will come forward for City Council consideration to allocate American Rescue Plan Act funds in support of the project at a meeting in July.

He requested the City Council issue a proclamation recognizing Major General Brett Daugherty's retirement at the City Council meeting of June 17th.

He then announced the following upcoming events and meetings:

- June 4, 2:00 P.M. to 7:00 P.M., Opening Day of Farmers Market, Fort Steilacoom Park
- June 12, 10:00 A.M., Property Tax Exemption Seminar, Lakewood City Hall
- June 15, 3:00 P.M., Juneteenth Celebration, Lakewood City Hall
- June 18-June 21, AWC Annual Conference, Vancouver
- June 18, 6:00 P.M., Summer Concert Series Kick-Off, Fort Steilacoom Park

CITY COUNCIL COMMENTS

Councilmember Pearson shared that last week he attended the Puget Sound Regional Council (PSRC) meeting in Seattle.

Councilmember Lauricella congratulated the Youth Councilmembers who are graduating and thanked the Public Works Engineering Department for the Interlaaken Bridge presentation. He will attend the Farmers Market, Tillicum Neighborhood meeting and the Public Safety Advisory Committee meeting this week.

Councilmember Belle thanked the Youth Council for their service, recognized those who received proclamations this evening and shared that she will be attending the Farmers Market.

Councilmember Bocchi shared that last week he attended the South Sound Housing Affordability Partnership (SSHA³P) meeting where the 2024 work plan was approved, the Chambers Creek Canyon Grand Opening Ceremony, the Planning Commission meeting and Dancing in the Streets Festival.

Mayor Whalen expressed appreciation for the Interlaaken Bridge repair update. He shared that last week he met with a delegation from Kenya, Consul General Iyori of Japan and attended the Chambers Creek Canyon Grand Opening Ceremony. He shared that he looks forward to events this week.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:54 p.m.

ATTEST:

JASON WHALEN, MAYOR

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: June 17, 2024	TITLE: Motion to obligate \$2,500 in ARPA funds to sponsor the 2024 9 th & 10 th Cavalry Buffalo Soldiers Museum Labor Day Festival.	TYPE OF ACTION: ___ ORDINANCE ___ RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2024-40 ___ OTHER
REVIEW: June 17, 2024	ATTACHMENTS: 2024 Labor Day Sponsor Levels (Attachment A)	

SUBMITTED BY: Tiffany Speir, Long Range & Strategic Planning Manager and ARPA Program Manager through John Caulfield, City Manager

RECOMMENDATION: It is recommended that the City Council approve Motion 2024-40 in accordance with Ordinance 759 and subsequent ARPA funding City Council actions to obligate ARPA funds as follows:

- Reallocate \$2,500 from funds reserved for ARPA program administration to sponsor the 2024 9th & 10th Cavalry Buffalo Soldiers Museum Labor Day Festival.

DISCUSSION: The City Council discussed sponsoring of the 2024 Labor Day Festival on June 10.

ALTERNATIVE(S): The City Council could choose to amend this motion or choose not to approve this motion.

FISCAL IMPACT: The net cost to the City's general fund is zero; ARPA funds would be used for the sponsorship.

Prepared by: Tiffany Speir, Long Range & Strategic Planning Manager, ARPA Program Manager	 _____ City Manager Review
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2024 Labor Day Festival

Honoring Our Military Labor Force – Past, Present and Future



Levels of Sponsorship

Presenting Sponsors \$10,000

- Company Name and Logo on all Festival flyers and P.R.
- Company Name and Logo displayed on the video board at Cheney Stadium during event softball game
- Company Name and Logo on Buffalo Soldiers Museum's 2024 Military and Baseball History Calendar
- Company provided banner hung at Cheney Stadium Field during event softball game
 - Reserved tickets to sponsor suite for event softball game
 - Wave vendor fee (if interested in also being a vendor)

Grand Slam Sponsors \$2,500

- Company Name and Logo on all Festival flyers and P.R.
- Company Name and Logo displayed on the video board at Cheney Stadium during event softball game



- Company Name and Logo on Buffalo Soldiers Museum's 2024 Military and Baseball History Calendar
 - 25 reserved tickets to sponsor suite for event softball game
 - Wave vendor fee (if interested in also being a vendor)

Home Run Sponsors \$1,000

- Company Name and Logo on all Festival flyers and P.R.
- Company Name and Logo displayed on the video board at Cheney Stadium during event softball game
- Company Name and Logo on Buffalo Soldiers Museum's 2024 History Calendar
 - 10 reserved tickets to sponsor suite for event softball game
 - Wave vendor fee (if interested in also being a vendor)

Triple Sponsors \$500

- Company Name and Logo on all Festival flyers and P.R.
- Company Name and Logo displayed on the video board at Cheney Stadium during event softball game
- Company Name and Logo on Buffalo Soldiers Museum's 2024 History Calendar
 - 5 reserved tickets to sponsor suite for event softball game
 - Wave vendor fee (if interested in also being a vendor)

Double Sponsors \$250

- Company Name and Logo on all Festival flyers and P.R.
- Company Name and Logo displayed on the video board at Cheney Stadium during event softball game
- Company Name and Logo on Buffalo Soldiers Museum's 2024 History Calendar
 - 2 reserved tickets to sponsor suite for event softball game
 - Wave vendor fee (if interested in also being a vendor)

March 17, 2024



“Honoring Our Military Labor Force Event”

1940 S Wilkeson Street
Tacoma, WA 98405

Board of Directors

Willie Stewart
President

Linda Evans Miller
Secretary

Billy Hebert
Treasurer

Jackie Jones-Hook
Executive Director

James Dimond
Historian

Stevan Nave
Military Affairs Liaison

Board Member

Phil Raschke

Audrey Capers-Credle

Totsey V. Bass

Charles Compton

Rick Solomon

Darrel Nash

Derrick Estrada

David Boyd

Kevin Washington –
Executive Seattle
Project

The museum provides significant educational, historical and cultural resources and has a longstanding, robust relationship with the region’s large active duty and veteran military population, local tribal leadership, and Tacoma’s BIPOC community.

Each year we celebrate the legacy of military service, as well as current and retired military members and their families, through engaging community events. **This year’s “Honoring Our Military Labor Force” event will be a day of appreciation and fun.**

Labor Day event highlights include:

- Army vs. Air Force softball game at Cheney Stadium
- Music and entertainment
- Family festival with a variety of games, activities, food vendors, local businesses, and much more!

We seek corporate support for the 2024 Labor Day Festival scheduled for September 2, 2024, at Cheney Stadium. **Your partnership as a Presenting Sponsor will demonstrate your company’s commitment to the values of hard work, sacrifice and service to military and Labor Forces in Washington.** We respectfully request a sponsorship level to cover the costs of the festival. Information about sponsorship levels and benefits accompanies this letter.

This community-building, family-friendly day of events has traditionally been held in Tacoma to honor service members from all branches of the armed forces – Army, Navy, Air Force and Marines – and celebrate their historical and current significance to the region since 1910. The highlight of the day will be when JBLM active duty take the field to play a good-spirited game of softball, a favorite pastime of service members.

Our military is *“Always There”* for this region. This event is our way to acknowledge their service to our PNW communities and the nation. Please do not hesitate to contact me at (253) 272-4257 if I can answer any questions. Visit www.buffalosoldierstacoma.org for more information about the museum and upcoming events.

Sincerely,

Buffalo Soldiers Museum Board Members

**2024 LABOR DAY FESTIVAL SPONSORS
HONORING OUR MILITARY PAST,
PRESENT AND FUTURE**



We are proud to announce that Buffalo Soldiers Museum is a recipient of a Community Accelerator Grant funded by the Paul G. Allen Family Foundation and awarded by ArtsFund!

We invite you to join in the list of sponsors in community building work for the Labor Day Festival to be held at Cheney Stadium in Tacoma on Monday, September 2, 2024.

Sponsorships will accelerate our organization's efforts in American Military History as an arts and cultural organization in Pierce County and Washington State.



REQUEST FOR COUNCIL ACTION

<p>DATE ACTION IS REQUESTED: June 17, 2024</p> <p>REVIEW:</p>	<p>TITLE: Authorizing the execution of an agreement for services for Harry Todd Park Pickleball Courts</p> <p>ATTACHMENTS: RWD Contract Project Details</p>	<p>TYPE OF ACTION:</p> <p><input type="checkbox"/> ORDINANCE NO.</p> <p><input type="checkbox"/> RESOLUTION NO.</p> <p><input checked="" type="checkbox"/> MOTION NO. 2024-41</p> <p><input type="checkbox"/> OTHER</p>
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SUBMITTED BY: Mary Dodsworth, Parks, Recreation & Community Services Director


RECOMMENDATION: It is recommended that City Council authorize the City Manager to execute a contract with RWD Landscape Architect and Associates in the amount of \$89,679 for design services to develop pickleball courts at Harry Todd Park.

DISCUSSION: The City received a Recreation and Conservation Office (RCO) Youth Athletic Facilities Fund (YAF) grant to add pickleball courts, ADA parking stalls and access ramps and pathways Harry Todd Park. **Discussion Continued page 2**

ALTERNATIVE(S): City Council could not approve this contract for services to support renovation efforts at Harry Todd Park would delay the project and affect development schedule and grant requirements. Delays would most likely affect and increase estimated construction costs due to escalation and would narrow the amount of time to complete this project by the grant deadline, which is 08/2025.

FISCAL IMPACT: \$89,679.20 – This project was included in the 2024 parks Capital Improvement Program and is within appropriated funding allocation.

Fiscal Impact continued – See chart on page 2

<p>Mary Dodsworth _____ Prepared by</p> <p>_____ Department Director</p>	 _____ City Manager Review
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DISCUSSION Continued: RWD Landscape Architect and Associates provided support during the RCO grant application phase and has assembled a team to proactively support the project from design and permitting through construction administration.

Timeline: If approved, we anticipate the following timeline:

- Cultural Resources Completion and Approval by Q3 2024
- 90% design completion Q4 2024
- Permitting approval Q4 2024
- Bid and Award by Q1 2025
- Construction Q2 2025
- Project Completion Q3 2025.

FISCAL IMPACT Continued:

301.0049 HARRY TODD PARK PICKLEBALL COURTS	
Project Expenditures Summary	Cost to City of Lakewood
A+E	\$89,679.20
Permitting (allowance)	\$13,810.80
Special Inspections (allowance)	\$10,000.00
Cultural Resources	\$25,000.00
Professional Services and Permitting Subtotal	\$138,490.00
Preliminary Construction Estimate	\$510,000.00
Construction Subtotal	\$510,000
WSST 10.1%	\$51,510.00
Construction Total Including WSST)	\$561,510.00
Professional Services and Permitting Subtotal	\$138,490.00
Project Total	\$700,000.00
Project Funding: RCO	\$350,000.00
Project Funding: COL	\$350,000.00
Budget Remaining	\$0.00

**PROFESSIONAL SERVICES AGREEMENT
FOR**

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:

:	CITY OF LAKEWOOD:
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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 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 as 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.

12.6 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:

Exhibit A

Scope of Services

Harry Todd Park Pickleball Courts

Scope of Work

This assignment includes the work to be performed by Robert W. Droll, Landscape Architect, PS, (hereinafter RWD) for the Harry Todd Park Pickleball Courts (hereinafter Project) for the Lakewood, WA Parks and Recreation Department (hereinafter Owner). Professional Services include preparation of 30%, 90%, and 100% Design Submittals, Permitting, Bid Services, and Construction Administration. It is understood this Project is a Design/Bid/Build project to construct four Pickleball Courts, ADA parking, and an Accessible Route extending from the new courts, across the existing basketball courts, and connecting to the existing ADA parking behind the Commencement Bay Rowing Club building.

Basis of Proposal

This Scope of Services and Fee Proposal has been updated from the 2023 original proposal submitted to, and coordinated with Mary Dodsworth, Lakewood Parks Director. The tasks described herein are based on the Concept Plan prepared by RWD for the 2022 RCO Grant cycle (refer to Exhibit C: Site Plan).

Scope of Services

RWD proposes the following scope of services, outlined herein as Tasks:

- Task 1.00 - 30% Design Submittal with Client Review
- Task 2.00 - 90% Design Submittal with Client Review
- Task 3.00 - Permitting
- Task 4.00 - 100% Design Submittal with Client Review
- Task 5.00 – Bid Services
- Task 6.00 - Construction Administration

Project Schedule

RWD will prepare a Project Schedule within five working days after receipt of the Notice to Proceed. Generally, RWD will review and coordinate the schedule with the Owner; but anticipates the following timeline:

- 90% Design will be complete within 3 months from Notice to Proceed.
- Permitting will take 2 - 8 months, depending upon complexity and City-staff workload.
- Bidding and Award should take approximately 3 months.
- Construction should allow for 4 - 8 months.

Task 1.00 - 30% Design**Task 1.01 Design Survey**

RWD will perform a topographic survey to establish a base map for developing design and construction documents. Refer to Exhibit D for a map showing the limits of the survey area.

The following tasks will be completed:

- Establish site control based on Washington State Plane Coordinate System NAD 83 and vertical datum on NAVD 88.
- Perform research of record information pertaining to utilities and existing available surveys for the project area.
- Perform utility locates on the site.
- Perform topographic survey of the site within the limits as shown on Exhibit D.
- Deliverables will be an electronic basemap in AutoCAD format per WAC 332-130-145 with one (1) foot contours.

Task 1.02 Geotechnical Investigation

RWD's geotechnical engineer subconsultant will conduct geotechnical investigations as described below and as shown in Exhibit D.

- Review readily available geologic and geotechnical data (e.g., geologic maps and depth-to-groundwater data) for the site and the surrounding area.
- Coordinate the clearance of underground utilities at the proposed exploration locations. Mark the locations in the field and contact the Washington Utilities Coordinating Council's "One Call" locating service. Include hiring a private utility-locating service to identify utilities located outside of public easements as required.
- Subcontract a drill rig and operator.
- Advance three soil borings 10 feet below ground surface at the locations indicated as SB1, 2, and 3 on Exhibit D. Subconsultant will monitor the borings, collect representative soil samples, and maintain detailed logs of the subsurface soil and groundwater conditions observed.
- Complete as many as eight grain size analyses on select soil samples obtained from the explorations.
- Complete one organic content and one cation exchange capacity test for stormwater compliance permitting.
- Provide recommendations for site earthwork and grading, including criteria for stripping depth, subgrade preparation, utility trench excavation, construction dewatering, the reuse of site materials as structural fill, and structural fill placement and compaction.
- Provide design recommendations for a light-duty, hot-mix asphalt pavement section.

- Provide recommendations for wet weather construction.
- Provide recommended design infiltration rates using the grain size distribution method in the Washington State Department of Ecology's 2019 Stormwater Management Manual for Western Washington.
- Prepare a technical memorandum, summarizing the results of the field investigation, laboratory testing, and infiltration evaluation. Sage will submit a draft memorandum for the design team's review and comment. Upon receipt, comments will be addressed, and Sage will issue a final memorandum, signed and sealed by the project engineer.
- Fieldwork can be completed on weekdays during standard business hours (i.e., no nighttime or weekend fieldwork will be required).
- The Owner will provide access to the site by removing the perimeter fencing to allow access to the paved tennis court/skate park area. Owner will replace/repair the fence.
- Provide draft and final technical memoranda to be submitted electronically in PDF format.

Task 1.03 Update RCO Grant Site Plan

Based upon the Design Survey and the Geotechnical findings, RWD will revise the Concept Site Plan used for the 2022 RCO grant application. RWD will apply the most recent court dimensions and court equipment criteria published in the 2023 edition of the Pickleball Courts – Design and Construction Manual by USA Pickleball and the American Sportsbuilders Association.

Task 1.04 Grading Plan

Prepare a site grading plan to a 30% completion defining the horizontal location and grading of all site elements. Courts grading will conform to the 2023 edition of the Pickleball Courts – Design and Construction Manual by USA Pickleball and the American Sportsbuilders Association. Proposed ADA parking and accessible route will conform to the Washington Administrative Code for Barrier Free Access, as well as the Americans With Disabilities Act.

Task 1.05 Stormwater Plan for Permit Preapplication Meeting

Prepare a Stormwater Management Plan indicating the intended solution for addressing stormwater runoff from the new courts and ADA parking area to be submitted for review during the Permit Preapplication Meeting with the City of Lakewood.

Task 1.06 Estimate of Probable Cost

RWD will prepare the Estimate of Probable costs for the Project. Estimate will be segregated into cost categories, including, but not limited to, demolition, site preparation, grading, drainage, paving, curbs, fencing, sport court surfacing, site furnishings, taxes, and contingency.

Task 1.07 Owner Review

RWD will meet with Owner to review the 30% Design submittal documentation, and receive feedback, design direction, and to discuss progress and next steps.

Task 1.08 Project Management

Manage the contractual, scheduling, billing, and timing of project, as well as coordination of consultants and the execution of the Scope of Services . Communicate with Owner and Project Team on project design, details, and project progress.

Task 2.00 - 90% Design Phase

The deliverable product for Task 2 is the Final Design and Permitting Set of Contract Documents advanced to a 90% completion level, ready for submittal for permit review.

Task 2.01 Existing Conditions, Demolition, & TESC Plans and Details

Prepare plan and detail sheets showing the existing conditions; features to be demolished, salvaged, or protected; and the temporary erosion control elements and details to be used.

Task 2.02 Site Plan

Complete the site plan to a 90% completion that includes the materials, dimensions, layout, and striping necessary to define the overall scope of work for the Project improvements.

Task 2.03 Grading Plan

Complete the site grading plan to a 90% completion defining the horizontal location and grading of all site elements. Define spot elevations and contours for all improvements. Gradients and cross-slopes for ADA parking and accessible route will conform to the Washington Administrative Code for Barrier Free Access, as well as the Americans With Disabilities Act.

Task 2.04 Drainage Plan and Details

Prepare the Drainage Plan and Details to a 90% completion level. It is assumed stormwater from the parking lot and accessible path will be sheet flowed and dispersed upon the lawn. The drainage plan will reflect the stormwater management criteria established during the Preapplication Meeting.

Task 2.05 Site Details

Prepare detailed drawings, cross-sections, and plan views required to define the scope of work for all pavements, materials, curbs, court equipment, and details required all improvements.

Task 2.06 Fencing Plan

Prepare the Fencing Plan defining the type, size, and location of all chain link fencing and gate improvements.

Task 2.07 Fencing Details

RWD will prepare details for all Pickleball Court Fencing & Gates. Structural Calculations will be prepared and submitted with Building Permit.

Task 2.08 Site Striping and Signage Plan and Details

Prepare the Striping Plan and Detail Sheet defining the type, color, and dimensions for all pavement striping and sport court striping and colors. Include details for all required traffic / MUTCD signage, as well as informational signage required by the Owner.

Task 2.09 Landscape Restoration Plan

RWD will prepare Landscape Plan defining the landscape restoration work.

Task 2.10 Stormwater Report

Prepare Stormwater Report, SWPPP, and secure the DOE Construction Stormwater Permit.

Task 2.11 Estimate of Probable Cost

Prepare the Estimate of Probable costs for the Project. Estimate will be segregated into cost categories, including, but not limited to, demolition, site preparation, paving, curbs, fencing, sport court surfacing, taxes, contingency, and escalation.

Task 2.12 Project Manual & Specifications

Prepare Project Manual in CSI format. Owner will provide Division 00 documents to RWD for inclusion into the Project Manual.

Task 2.13 Owner Review

RWD will meet with Owner on two occasions during the 90% Phase to review design direction, progress, and discuss budget allocation for potential base bid and alternative bid items.

Task 2.14 Project Management

Manage the contractual, scheduling, billing, and timing of project, as well as coordination of consultants and the execution of the Scope of Services . Communicate with Owner and Project Team on project design, details, and project progress.

Task 3.00 - Permitting

Task 3 includes all permitting and project tasks required to obtain the permitted approvals from regulatory agencies having authority over the project.

Task 3.01 Preapplication Conference

RWD will meet with the City of Lakewood Community Department for the Preapplication Conference as soon as possible during the 30% Design Task. Review the 30% Site Plan and Stormwater Plan and discuss planning and development issues, SEPA, design standards, required permits, and submittal protocol.

Task 3.02 SEPA Preparation

Prepare and process SEPA. Coordinate with Owner on publishing the legal announcement.

Task 3.03 Registered Architect Permit Application Review and Stamping

The City of Lakewood requires the ADA-related accessible route and parking plans and details shall be reviewed and stamped by a Washington-licensed Architect. RWD will retain an architectural subconsultant specifically to provide this service.

Task 3.04 Construction Permit Preparation & Processing

Prepare all documentation required for all permits required by the City, including but not limited to, site development, fencing and gate building permits, and the Department of Ecology NPDES permit. Owner will be responsible for permit fee payment. RWD will respond to reviewing agency inquiries and coordinate with the Owner during the permit process. RWD assumes all permits are administratively reviewed and approved; no public hearing is anticipated. This task includes addressing comments for approval and for one (1) resubmittal.

Task 4.00 - 100% Submittal

Task 4 work is the same as Task 2 except the work has progressed to a 100% completion level. All permit-related changes and comments will be incorporated into the 100% submittal documents, with the deliverable product being a Bid Proposal-ready set of Contract Documents including the Construction Drawing Set and the Project Manual.

Task 5.00 - Bidding Services**Task 5.01 Attend / Lead Pre-Bid Conference**

Attend the pre-bid conference on the date set by the Owner. Lead and manage the conference by reviewing the overall project site, going through the Contract Documents, and generally establishing the protocol, requirements, and scope of work required for the bid.

Task 5.02 Respond to Bidder Questions

Respond to bidder questions during the bid period, provide clarifications as required. Distribute all bidder questions, RWD responses, and clarifications to Bidders via Addendum to make sure all bidders receive the same information.

Task 5.03 Prepare Addenda

RWD will prepare addenda, if necessary, for the public bidding process. Owner will be responsible for addenda distribution.

Task 5.04 Recommend Award

Owner will conduct Bid Opening and tabulate bids. RWD will review bids and recommend Award.

Task 6.00 - Construction Administration

RWD will observe Construction Quality, respond to contractor's inquiries, review pay applications, and conduct the following:

Task	Task Description
-------------	-------------------------

- | | |
|------|--|
| 6.01 | Attend and Lead the Preconstruction Conference |
| 6.02 | Review Submittals, RFI's, PCO's (Potential Change Order estimates), and Issue Design Change Notifications. |
| 6.03 | Review Pay Requests and recommend approval or resubmittal. |
| 6.04 | Site Construction Visits |
| 6.05 | Substantial Completion Punchlist |
| 6.06 | Final Punchlist Backcheck and Closeout Procedures |
| 6.07 | Project Management |

Additional Services, Excluded Services

Specific items that are not within the scope of work/services include any professional services that are not defined herein.

Professional Fee

Professional Fees to accomplish the Scope of Services are shown on Exhibit B. RWD will perform the Scope of Services on a Lump Sum Basis and will invoice monthly for work performed.

Owner's Responsibilities

Client shall provide the following information or services as required for performance of the work. RWD assumes no responsibility for the accuracy of such information or services and shall not be liable for errors and omissions therein. Should RWD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- ➡ Electronic files in ACAD or PDF format of as-built/record drawings for existing site and utility information.
- ➡ Existing Geotechnical Reports.
- ➡ Administrative processing and fee payment for all permitting.
- ➡ Retaining Architectural & Forestry services should they be required.
- ➡ Material and Compliance Testing.

Harry Todd Park Pickleball Courts Design

Lakewood Parks & Recreation

Exhibit B - Fees

6/5/2024

Task	Task Description	Subtotal	Don Campbell Principal		Landscape Arch. Project Manager		Clerical		Survey, Civil, Structural, & Geotech
			hrs.	subtotal	hrs.	subtotal	hrs.	subtotal	
1.00	30% Submittal								
1.01	Design Survey	\$ 10,580.00		\$ -	2	\$ 240.00		\$ -	\$ 10,340.00
1.02	Geotechnical Investigation	\$ 10,780.00		\$ -		\$ -		\$ -	\$ 10,780.00
1.03	Update RCO Site Plan	\$ 960.00		\$ -	8	\$ 960.00		\$ -	\$ -
1.04	30% Grading Plan	\$ 480.00		\$ -	4	\$ 480.00		\$ -	\$ -
1.05	30% Storm Plan for Preapplication Meeting	\$ 2,408.00		\$ -		\$ -		\$ -	\$ 2,408.00
1.06	Estimate of Probable Cost	\$ 480.00		\$ -	4	\$ 480.00		\$ -	\$ -
1.07	Owner Review	\$ 550.00	2	\$ 310.00	2	\$ 240.00		\$ -	\$ -
1.08	Project Management	\$ 2,420.00	8	\$ 1,240.00	8	\$ 960.00	2	\$ 220.00	\$ -
	Subtotal - Task1 30% Design	\$ 28,658.00							

2.00	90% Design								
2.01	Existing Conditions, Demolition, & TESC Plans	\$ 960.00		\$ -	8	\$ 960.00		\$ -	\$ -
2.02	Site Plan	\$ 960.00		\$ -	8	\$ 960.00		\$ -	\$ -
2.03	Grading Plan	\$ 2,880.00		\$ -	24	\$ 2,880.00		\$ -	\$ -
2.04	Drainage Plan and Details	\$ 2,622.40		\$ -		\$ -		\$ -	\$ 2,622.40
2.05	Site Details	\$ 1,920.00		\$ -	16	\$ 1,920.00		\$ -	\$ -
2.06	Fencing Plan	\$ 2,820.00		\$ -	16	\$ 1,920.00		\$ -	\$ 900.00
2.07	Fencing Details	\$ 1,920.00		\$ -	16	\$ 1,920.00		\$ -	\$ -
2.08	Site Striping and Signage Plan & Details	\$ 960.00		\$ -	8	\$ 960.00		\$ -	\$ -
2.09	Landscape Restoration Plan	\$ 960.00		\$ -	8	\$ 960.00		\$ -	\$ -
2.10	Stormwater Report	\$ 5,324.00		\$ -		\$ -		\$ -	\$ 5,324.00
2.11	Estimate of Probable Costs	\$ 480.00		\$ -	4	\$ 480.00		\$ -	\$ -
2.12	Project Manual & Specifications	\$ 3,720.00	24	\$ 3,720.00	0	\$ -		\$ -	\$ -
2.13	Owner Review	\$ 1,100.00	4	\$ 620.00	4	\$ 480.00		\$ -	\$ -
2.14	Project Management	\$ 2,640.00	8	\$ 1,240.00	8	\$ 960.00	4	\$ 440.00	\$ -
	Subtotal - Task 2 90% Design	\$ 29,266.40							

3.00	Permitting								
3.01	Preapplication Conference	\$ 550.00	2	\$ 310.00	2	\$ 240.00		\$ -	\$ -
3.02	SEPA Preparation	\$ 480.00	0	\$ -	4	\$ 480.00		\$ -	\$ -
3.03	Architect Permit Review and Stamping	\$ 418.00	0	\$ -	0	\$ -	0	\$ -	\$ 418.00
3.04	Construction Permit Preparation & Processing	\$ 5,310.00	0	\$ -	36	\$ 4,320.00		\$ -	\$ 990.00
	Subtotal - Task 3 Permitting	\$ 6,758.00							\$ -

4.00	100% Final Design								
4.01	Existing Conditions, Demolition, & TESC Plan	\$ 240.00	0	\$ -	2	\$ 240.00		\$ -	\$ -
4.02	Site Plan	\$ 240.00	0	\$ -	2	\$ 240.00		\$ -	\$ -
4.03	Grading Plan	\$ 240.00		\$ -	2	\$ 240.00		\$ -	\$ -

Harry Todd Park Pickleball Courts Design

Lakewood Parks & Recreation

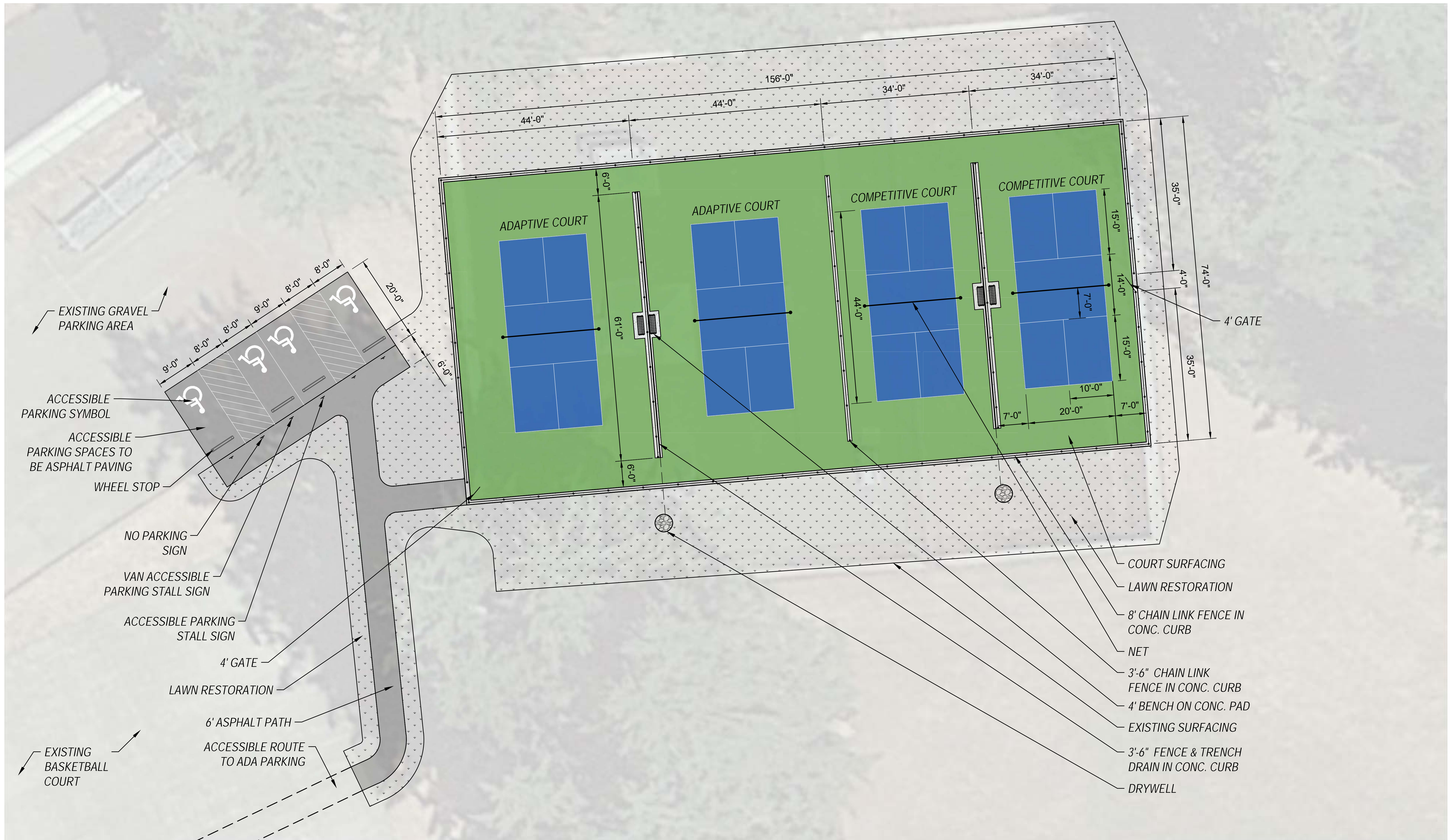
Exhibit B - Fees

6/5/2024

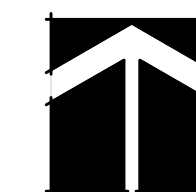
Task	Task Description	Subtotal	Don Campbell Principal		Landscape Arch. Project Manager		Clerical		Survey, Civil, Structural, & Geotech	
			hrs.	subtotal	hrs.	subtotal	hrs.	subtotal		
4.04	Drainage Plan and Details	\$ 2,076.80		\$ -		\$ -		\$ -	\$ 2,076.80	
4.05	Site Details	\$ 240.00	0	\$ -	2	\$ 240.00		\$ -	\$ -	
4.06	Fencing Plan	\$ 240.00	0	\$ -	2	\$ 240.00		\$ -	\$ -	
4.07	Fencing Details	\$ 240.00	0	\$ -	2	\$ 240.00		\$ -	\$ -	
4.08	Site Striping and Signage Plan & Details	\$ 240.00		\$ -	2	\$ 240.00		\$ -	\$ -	
4.09	Landscape Restoration Plan	\$ 240.00	0	\$ -	2	\$ 240.00		\$ -	\$ -	
4.10	Estimate of Probable Costs	\$ 240.00	0	\$ -	2	\$ 240.00		\$ -	\$ -	
4.11	Project Manual & Specifications	\$ 1,100.00	4	\$ 620.00	4	\$ 480.00		\$ -	\$ -	
4.12	Owner Review	\$ 550.00	2	\$ 310.00	2	\$ 240.00		\$ -	\$ -	
4.12	Project Management	\$ 1,940.00	8	\$ 1,240.00	4	\$ 480.00	2	\$ 220.00	\$ -	
Subtotal - Task 4 100% Final Design		\$ 7,826.80								\$ -

5.00	Bidding Services								\$ -	
5.01	Attend / Lead Pre-Bid Conference	\$ 1,100.00	4	\$ 620.00	4	\$ 480.00		\$ -	\$ -	
5.02	Respond to Bidder Questions	\$ 480.00	0	\$ -	4	\$ 480.00		\$ -	\$ -	
5.03	Prepare Addenda	\$ 960.00	0	\$ -	8	\$ 960.00		\$ -	\$ -	
5.04	Recommend Award	\$ 310.00	2	\$ 310.00		\$ -		\$ -	\$ -	
Subtotal - Task 5 Bidding Services		\$ 2,850.00								#REF!

6.00	Construction Administration									
6.01	Preconstruction Conference	\$ 550.00	2	\$ 310.00	2	\$ 240.00		\$ -	\$ -	
6.02	Review Submittals & RFI's	\$ 960.00		\$ -	8	\$ 960.00		\$ -	\$ -	
6.03	Review Pay Requests	\$ 240.00		\$ -	2	\$ 240.00		\$ -	\$ -	
6.04	Site Construction Visits & Report (10)	\$ 5,500.00	20	\$ 3,100.00	20	\$ 2,400.00		\$ -	\$ -	
6.05	Substantial Completion Punchlist	\$ 1,580.00	4	\$ 620.00	8	\$ 960.00		\$ -	\$ -	
6.06	Final Punchlist and Closeout Procedures	\$ 1,270.00	2	\$ 310.00	8	\$ 960.00		\$ -	\$ -	
6.07	Project Management	\$ 3,420.00	8	\$ 1,240.00	8	\$ 960.00	2	\$ 220.00	\$ 1,000.00	
Subtotal - Task 6 Construction Admin.		\$ 13,520.00								
Professional Services Subtotal		\$ 88,879.20								
Direct Expenses (plots, prints, etc.)		\$ 800.00								
RWD Professional Services Total		\$ 89,679.20								



Harry Todd Park Pickleball Courts Site Development Plan - RCO YAF #22-1632D
EXHIBIT C



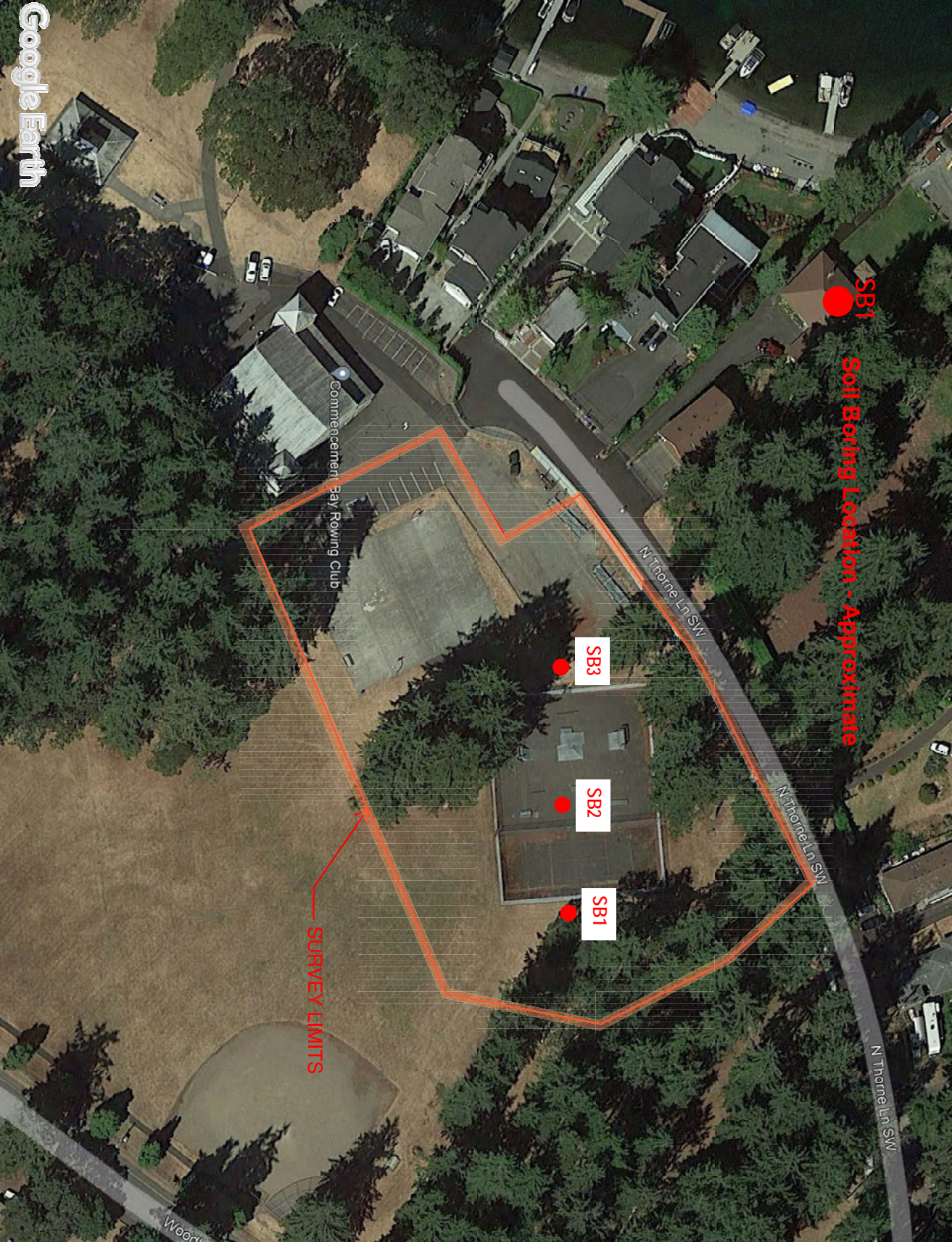
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 0 5' 10' 15' 20'



RWD
 Landscape Architects
 4405 7th Avenue SE, Suite 203
 Lacey, WA 98503
 360.456.3813 bob@rwdroll.com

4/21/2022 22024

EXHIBIT D - Topographic Survey Limits and Soil boring Location Plan





**Lakewood's Promise Advisory Board
Meeting Minutes**

MEETING PLACE/DATE:

Thursday, March 7, 2024

In-Person and Zoom Virtual Meeting

Lake Steilacoom Room, City Hall Lobby

6000 Main St SW Lakewood, WA 98499

7:30 am – 8:30 am

CALL TO ORDER:

Kerri Pedrick called the meeting to order at 7:34 am

ATTENDANCE:

Lakewood's Promise Advisory Board Members Present:

Kerri Pedrick, Megan Dempsey, Ellie Wilson, Mary Dodsworth

Lakewood's Promise Advisory Board Members Excused:

Julie White, Dr Joyce Loveday, Ron Banner and Kyle Manglona.

Staff: Shannon Bennett provided staff support

Youth Council Liaison:

Katie Keiser, Launa Nieto Johnson and Alexis Lynn

Council Liaison:

Mary Moss, Deputy Mayor

Guests:

Chris Davis, Neighborhood Connections Program Coordinator, City of Lakewood
Dean Kelley was assigned as proxy by Joyce Loveday and attended the meeting in her absence.

Alice Fong, with the Center for Ethical Leadership came to observe the meeting to see if she'd like to become a board member.

APPROVAL OF MINUTES:

The February 1st minutes were unanimously approved.

PUBLIC COMMENT: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

Partnering for Progress Workshop update and discussion: Kerri gave a two-part update of the Partnering for Progress (P4P) steering committee: Facilitation of collaboration and additional programming. update. The committee is choosing to narrow its focus to something realistic and that can be accomplished, to include supporting initiatives already happening at the YMCA and Boys and Girls Club and to also create a calendar of events and foundation for requests. The calendar's purpose will be to create a list of events / important initiatives happening and to share out partner requests.

Alice Wong recommended a way for the Board to hold this space is to with continuity in bringing people together, provide tools and build on this from year to year. The City can think more broadly to connect residents.

Ellie suggested youth can get involved in their community by volunteering with Habitat for Humanity or join in the churches efforts to prepare and provide lunches to volunteers.

Mary D. suggested starting from scratch is hard and tapping into something already happening.

Launa suggested transportation will be an issue for youth who don't live close to the YMCA or Boys and Girls Club so hopes other locations to hold events will be considered. Also, providing snacks, video games and fun activities will bring youth. Mentioned that public transport is somewhat inconvenient. Routes aren't easily accessible and are difficult to determine.

Shannon and Mary suggested approaching the community service groups to provide food for youth events. Ellie suggested that churches might be able to provide transportation with their vans.

Alice suggested minimizing the transportation barrier by hosting events closer to where youth live.

Discussion on 25/26 Human Services Funding Priorities and Opioid Settlement Funds: Shannon informed the Board on what the Opioid Settlement Funds are, the City's antedated allocation over the coming years and the Community Services Advisory Board's (CSAB) role in helping Council decide the best way to spend the funds locally. CSAB's current recommendation is to hold on to the 2022-2025 funds, hire a consultant to conduct a data driven analysis of local needs, and seek one to three larger projects through release of a Request for Proposal seeking one to three larger projects in 2025 or 2026.

Data collection would be to focus on the specific needs in Lakewood and how we're

going to spend the funds to help our community based on the specific needs. Shannon asked the people in the room who have data to share it with her for inclusion in the research. The Youth Council has been tasked with gathering the youth voice and has drafted a survey that may be distributed in the different schools and other methods.

Shannon gave an update on the May 25th Youth Empowerment Summit and asked the Board to pay attention to the break-out session topics (political engagement, college prep, job preparation, confidence building, life balance) and decide if they know persons who can fill the roles. Also, if their organizations, or ones they know of, have an interest in participating in the vendor summit. There is a big push for workforce development, to include knowing the opportunities available to youth now and in the future. Emotional mental health resources are also necessary. Finally, an ask for volunteers that day. Alice volunteered to take on the cultural enrichment piece.

BOARD MEMBER HIGHLIGHTS: No highlights were given.

MEETING ADJOURN: Kerri Pedrick adjourned the meeting at 8:38 am.

NEXT MEETING:

April 11th 7:30 AM.



Kerri Pedrick, Chair



Shannon Bennett, Staff Person



**Lakewood's Promise Advisory Board
Meeting Minutes**

MEETING PLACE/DATE:

Thursday, April 11, 2024

In-Person and Zoom Virtual Meeting

Lake Steilacoom Room, City Hall Lobby

6000 Main St SW Lakewood, WA 98499

7:30 am – 8:30 am

CALL TO ORDER:

Kerri Pedrick called the meeting to order at 7:36 am

ATTENDANCE:

Lakewood's Promise Advisory Board Members Present:

Kerri Pedrick, Julie White, Dr. Joyce Loveday, Megan Dempsey, Ellie Wilson, Mary Dodsworth

Lakewood's Promise Advisory Board Members Excused:

Ron Banner and Kyle Manglona.

Staff: Shannon Bennett provided staff support

Youth Council Liaison:

Katie Keiser, Launa Nieto Johnson, and Alexis Lynn

Council Liaison:

Mary Moss, Deputy Mayor

Guests:

Alice Fong, Center for Ethical Leadership.

Chris Davis, Neighborhood Coordinator, City of Lakewood

APPROVAL OF MINUTES:

The March 7th minutes were unanimously approved.

PUBLIC COMMENT: None

UNFINISHED BUSINESS: None

6000 Main Street SW, Lakewood WA 98499
CityofLakewood.us

NEW BUSINESS:

Lakewood's Promise role in Partnering for Progress Initiatives discussion – Shannon provided members with a brief description of the purpose for the Partnering for Progress event that was hosted by LPAB, planned by a steering committee, and held in January. It was an intentional discussion between adults and youth about how we can better serve our youth and youth serving adults for the betterment of our community and all our mental health. The big takeaway was that youth want more safe spaces to hang out, expanded late nights, expanded spaces, more events in their schools and workforce development to include job opportunities available now and in the future. Since the event, the steering committee has been focusing on one or two takeaways that can be easily implemented by the community, to include gaining community support for programs already happening in Lakewood (YMCA & the Boys & Girls Club). Another initiative is to create a community communication system (example: Padlet) that allows youth serving agencies to get on the same page and share community events, as well as their needs and resources. It is a way to practice our collaboration. Steering committee members are currently practicing Padlet to see if it will work for our purposes.

Youth Empowerment Summit update and discussion - Shannon provided members with an update on event planning. Confirmed Saturday, May 25th is the confirmed date of the event. Monique Ferrer is a consultant working to confirm local resources to participate in the vendor fair. Youth Council members have provided predetermined questions for City Council members to answer during the event. Mary D. recommended City Council members participate in a "Speed Dating" rather than panel discussion. Either Chik-fil-A or Jimmy John's will provide lunch, per YC member request. A photo booth and coffee truck are confirmed. Facilitators for four of the five break-out sessions have been confirmed: College prep (financial aid and essay writing), job prep (resume building and interview skills), confidence building (communication skills and cultural enrichment). Julie White suggested Pierce College students may be willing to lead political advocacy session and promised to provide contact information. A flyer is in the final draft and will be distributed to school administrators and asked to be distributed to adult and youth influencers in each of the middle and high schools. No transportation plan is in place. Methods currently under consideration are to mimic the transportation plan executed during the 2022 youth summit when middle schoolers were bussed in and/or approach local churches to donate vans and drivers shuttle youth to the event via a predetermined route that includes stops at the local middle schools.

Julie requested a copy of the LPAB guiding documents. Shannon agreed to deliver.

BOARD MEMBER HIGHLIGHTS: Ron Banner provided his updates and Shannon distributed them to the members in advance of the meeting. Members agreed all board updates provided prior to each meeting should be distributed with the agenda packet.

Julie shared that Pierce College is seeking new members for their Board of Trustees and is trying to build a roster now and asked members to consider people they might know. They currently have a diverse Board of ethnicity and gender and are looking for increased multigenerational diversity. A small stipend is offered, and candidates are appointed by the Governor.

Joyce announced the annual LASA benefit breakfast is on Wednesday, May 17th at the McGavick Center.

MEETING ADJOURN: Kerri Pedrick adjourned the meeting at 8:45 am.

NEXT MEETING:
April 11th 7:30 AM.


Kerri Pedrick, Chair

 5/05/2024
Shannon Bennett, Staff Person



TO: Mayor and City Council

FROM: Heidi Ann Wachter, City Attorney

THROUGH: John Caulfield, City Manager *John F. Caulfield*

DATE: June 17, 2024

SUBJECT: Review of Automated Traffic Safety Camera Systems

The purpose of this memo is to evaluate the impact on the city's current automated traffic enforcement program of recently adopted legislation by the state of Washington. Included will be recommendations regarding potential next steps for the city.

Briefly, the city need not change either its camera program or revenue allocation provided the program does not add more than one camera location. Once the city adds more than one camera location, certain restrictions apply and four years from the adoption of such a program twenty-five percent of any revenue generated must be remitted to the state of Washington.

Background

Automated traffic safety cameras were authorized in Washington State in 2004. Cities were authorized to adopt camera programs through local ordinance. By 2023, over 30 Washington cities had such ordinances, with 8 of the 10 largest municipalities using photo enforcement programs. In Pierce County, the cities of DuPont, Fife, Lakewood, Puyallup, and Tacoma use automated camera enforcement along with such cameras being used throughout unincorporated Pierce County.

The City of Lakewood adopted Ordinance 401 on December 5, 2005 authorizing the use of automated traffic cameras in the City of Lakewood.¹ This ordinance is primarily codified at Lakewood Municipal Code Chapter 10.04.040.² It provides for use of automated traffic cameras for violations at stoplights, railroad crossings and school speed zones.

¹ [Ordinance 401](#) references participation in the automated traffic safety camera pilot program prior to this date. The City formed the Lakewood Police Department in 2004.

² [See also LMC 10.12.040](#), which authorizes the use of automated traffic cameras but does not provide detail as to the overall camera program as is provided in LMC 10.04.040.

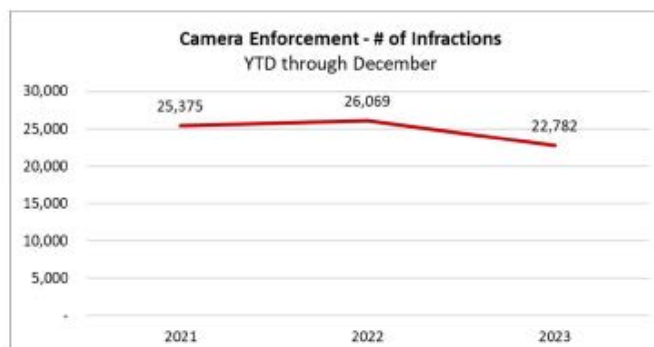
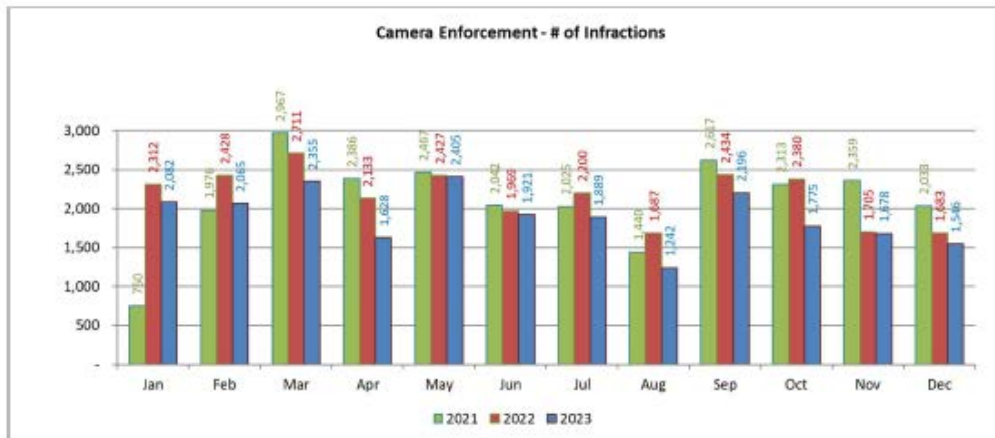
The city currently has eight cameras operating at five locations:

- Two (2) school zone cameras (5405 Steilacoom Boulevard, westbound and 9904 Gravelly Lake Drive, southbound); and
- Six (6) red light cameras (Bridgeport Way SW & San Francisco Ave SW, northbound and southbound; Steilacoom Boulevard SW & Phillips Road SW, eastbound and westbound; South Tacoma Way and State Route 512, northbound and southbound).

Over the past three years the camera program has generated over twenty thousand tickets per year. The lowest number generated in that three-year span was in 2023, with 22,782 tickets issued.

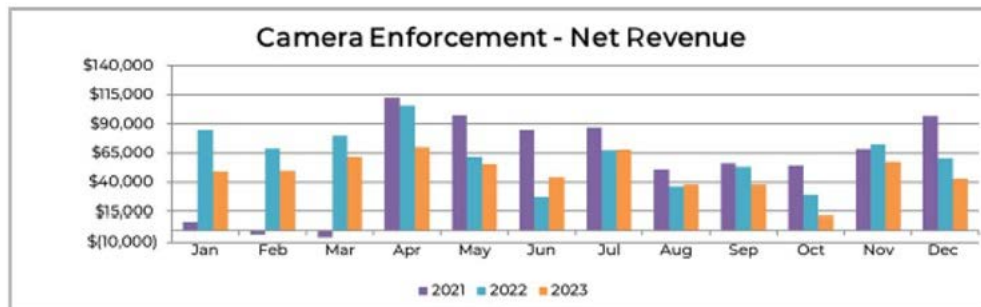
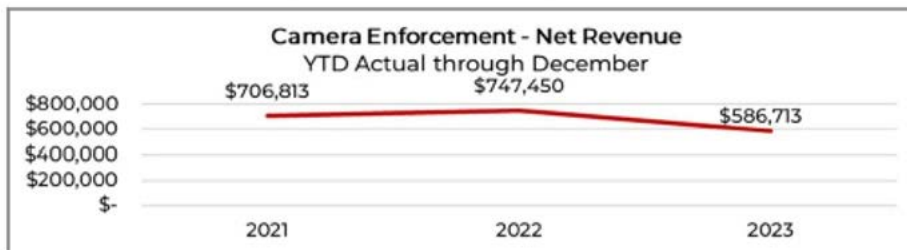
# of Infraction Notices Generated															
Annual Totals															
Month	BP Way & San Francisco			Stellacoom & Phillips			South Tacoma Way & SR512			School Zones			Total		
	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023
Jan	69	100	120	143	235	277	538	777	775	-	1,260	970	750	2,312	2,062
Feb	76	99	105	207	234	197	611	822	787	1,082	1,273	976	1,976	2,428	2,065
Mar	78	109	110	219	242	254	778	954	898	1,890	1,406	1,093	2,987	2,771	2,355
Apr	113	124	106	243	266	256	850	913	773	1,180	830	493	2,386	2,133	1,628
May	114	118	158	324	323	379	902	1,003	845	1,127	983	1,083	2,487	2,427	2,405
Jun	108	169	134	361	344	359	974	1,079	959	599	437	469	2,042	1,969	1,921
Jul	110	140	132	433	466	-	1,137	1,140	1,090	345	454	667	2,025	2,200	1,889
Aug	100	159	121	330	389	-	1,010	1,049	1,121	-	110	-	1,440	1,687	1,242
Sep	98	163	113	285	368	-	1,006	882	1,037	1,228	1,021	1,046	2,617	2,434	2,196
Oct	86	115	117	256	331	-	1,016	755	701	955	1,179	987	2,313	2,380	1,775
Nov	81	147	99	230	275	-	775	570	786	1,273	713	793	2,339	1,705	1,678
Dec	107	151	117	285	252	-	780	707	855	861	574	574	2,033	1,683	1,546
Total															
Annual	1,140	1,594	1,432	3,316	3,705	1,602	10,377	10,531	10,627	10,542	10,239	9,121	25,375	26,069	22,782

2023 Stellacoom & Phillips down due to construction and with upcoming transition to new camera vendor the site was not re-installed.
 No school zone camera activity in August 2021 and 2023 due to no summer school.
 COVID-19 caused school closures and stay home/work from home affected school zone and red light camera infraction notices generated in early 2021.
 The huge spike begin in April 2021 & due to schools opening up and violations after the pandemic.



Annual Revenue from the camera program exceeds half a million dollars, but has dropped by over twenty percent in the past year, which correlates with 2023 having the lowest number of tickets for those three years:

Photo Infraction - Red Light / School Zone Enforcement											
Annual Totals											
Month	Year 2021			Year 2022			Year 2023			Over / (Under)	
	Gross Revenue	Vendor Payment	Net Revenue	Gross Revenue	Vendor Payment	Net Revenue	Gross Revenue	Vendor Payment	Net Revenue	Net Revenue 2023 vs 2022	
	\$		\$	\$	\$	\$	\$	\$	\$	\$	%
Jan	\$ 30,145	\$ 22,500	\$ 7,645	\$ 117,106	\$ 32,240	\$ 84,866	\$ 81,379	\$ 32,240	\$ 49,139	\$ (35,727)	-42.1%
Feb	29,016	32,240	(3,224)	101,450	32,240	69,210	82,160	32,240	49,920	(19,290)	-27.9%
Mar	26,207	32,240	(6,033)	111,985	32,240	79,745	94,090	32,240	61,850	(17,895)	-22.4%
Apr	144,698	32,240	112,378	137,962	32,240	105,722	102,348	32,240	70,108	(35,614)	-33.7%
May	129,806	32,240	97,566	93,839	32,240	61,599	87,677	32,240	55,437	(6,162)	-10.0%
Jun	76,950	32,240	44,710	59,580	32,240	27,340	76,220	32,240	43,980	16,640	60.9%
Jul	79,476	32,240	47,236	99,362	32,240	67,122	99,986	32,240	67,746	624	0.9%
Aug	82,813	32,240	50,573	68,644	32,240	36,404	70,521	32,240	38,281	1,877	5.2%
Sep	88,671	32,240	56,431	85,580	32,240	53,340	70,600	32,240	38,360	(14,980)	-28.1%
Oct	86,712	32,240	54,472	61,574	32,240	29,334	43,741	32,240	11,501	(17,833)	-60.8%
Nov	100,345	32,240	68,105	104,801	32,240	72,561	89,592	32,240	57,352	(15,209)	-21.0%
Dec	129,194	32,240	96,954	92,447	32,240	60,207	75,279	32,240	43,039	(17,168)	-28.5%
Total Annual	\$1,083,953	\$ 377,140	\$ 706,813	\$1,134,330	\$386,880	\$747,450	\$ 973,593	\$386,880	\$ 586,713	\$ (160,737)	-21.5%



Legislation adopted in 2024

The City does not need to change use of revenue

The 2024 legislative session produced revisions to automated traffic enforcement that warrant review. Due to the way the legislation is written each jurisdiction will have to compare their specific program with the new legislation. The city should pay particular attention to restrictions on use of revenue and what triggers any restrictions.

⁴ [City of Lakewood 4th Quarter 2023 Financial Report, Page 19](#)

In the section of the legislation that restricts the use of revenue generated by automated traffic safety cameras an exception is included that applies to the City of Lakewood. The revenue restriction opens with “Except as provided in (d) of this subsection...”⁵

That subsection provides “Jurisdictions with an automated traffic safety camera program in effect before January 1, 2024, may continue to allocate revenue generated under sections 3⁶ and 5(2)(c)⁷ of this act as determined by the jurisdiction, as well as for the purposes established in (a) through (c) of this subsection,...”⁸

The word “may” makes this provision discretionary for the city rather than mandatory. This means that the city has the authority to allocate revenue from traffic safety cameras as determined by the city. This authority will remain unless and until the city expands the program beyond limits set in the legislation.

Expansion of the photo enforcement program may trigger restrictions on use of automated traffic enforcement revenue.

The legislation limits the number of added camera locations a city may use and retain original discretion over the revenue generated. As a city with an automated traffic enforcement program established before January 1, 2024 and less than ten cameras, the city may add one additional location⁹ and retain such discretion.

Once the number of locations exceeds six in the City of Lakewood (the five current locations plus one that can be added under the legislation), the city is no longer subject to the exception from regulation as to expenditure of revenue. This means that the city may only use revenue for the following:

- (i) Traffic safety activities related to construction and preservation projects and maintenance and operations purposes including, but not limited to, projects designed to implement the complete streets approach as defined in RCW 47.04.010, changes in physical infrastructure to reduce speeds through road design, and improvements to access and safety for road users with mobility, sight, or other disabilities; and
- (ii) The cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions.¹⁰

There are further restrictions on expenditures made under the first category. Expenditures of this type must “include the use of revenue in census tracts of the city or county that have household incomes in the lowest quartile determined by the most currently available census data and areas that experience rated of injury

⁵ [ESHB 2384](#) section 2 at 13(a).

⁶ [ESHB 2384](#) section 3 addresses location of automated traffic safety cameras used to detect stoplight violations.

⁷ [ESHB 2384](#) section 5(c) addresses allowed use of automated traffic safety cameras in school speed zones.

⁸ [ESHB 2384](#) section 2 at 13(d).

⁹ “Location” is defined by the legislation as an intersection or a school zone.

¹⁰ [ESHB 2384](#) section 2 at 13(a).

crashes that are above average for the city or county.”¹¹ The second category of revenue expenditure is not subject to this restriction.

Additionally, should the city exceed the number of camera locations to be eligible for exemption from certain revenue requirements, the city will also have to deposit revenue into the “Cooper Jones active transportation safety account.”¹² This requirement takes effect “four years after an automated traffic safety camera authorized under this section is initially placed and in use after the effective date of this section.”¹³ The amount required is “25 percent of the non interest money received for infractions issued by such cameras in excess of the cost to administer install operate and maintain the cameras including the cost of processing infractions.”¹⁴

What happens to the revenue from an existing camera program if the city were to initiate a new separate camera program with a new vendor?

The city’s ability to continue handling automated camera enforcement revenue as it has to date is jeopardized by any additional locations beyond one regardless of casting the additional locations as a separate additional camera program. The statutory construction is to specifically exempt from the requirements of automated safety cameras authorized pursuant to the new law those programs in existence prior to January 1, 2024.

The exemption is specific about additional cameras. The exemption holds to the extent of adding “additional traffic safety cameras to one additional location.” Thus, regardless of casting additional cameras as part of a separate program the legislative intent is very susceptible to an interpretation that does not recognize a separate program, only the additional camera locations.

It should be noted that the limitation is as to camera *locations* rather than number of cameras. Locations are defined based on what is being enforced; school speed zones are identified and have signage while stoplight violations apply to “intersections of two or more arterials with traffic control signals that have yellow change interval durations.”¹⁵

¹¹ [ESHB 2384](#) section 2 at 13(b)(i).

¹² [ESHB 2384](#) section 2 at 13(c).

¹³ [ESHB 2384](#) section 2 at 13(c).

¹⁴ [ESHB 2384](#) section 2 at 13(c).

¹⁵ [ESHB 2384](#) section 3 at 13(2).

Recommendation to continue existing Automated Camera Enforcement Program and increase by no more than one location.

At the time this legislation was adopted, the city was considering the potential for a new automated camera vendor to enhance traffic safety in both hospital and park zones. However, if the city proceeds with such a program important general fund revenue will be compromised which in turn impacts public safety.

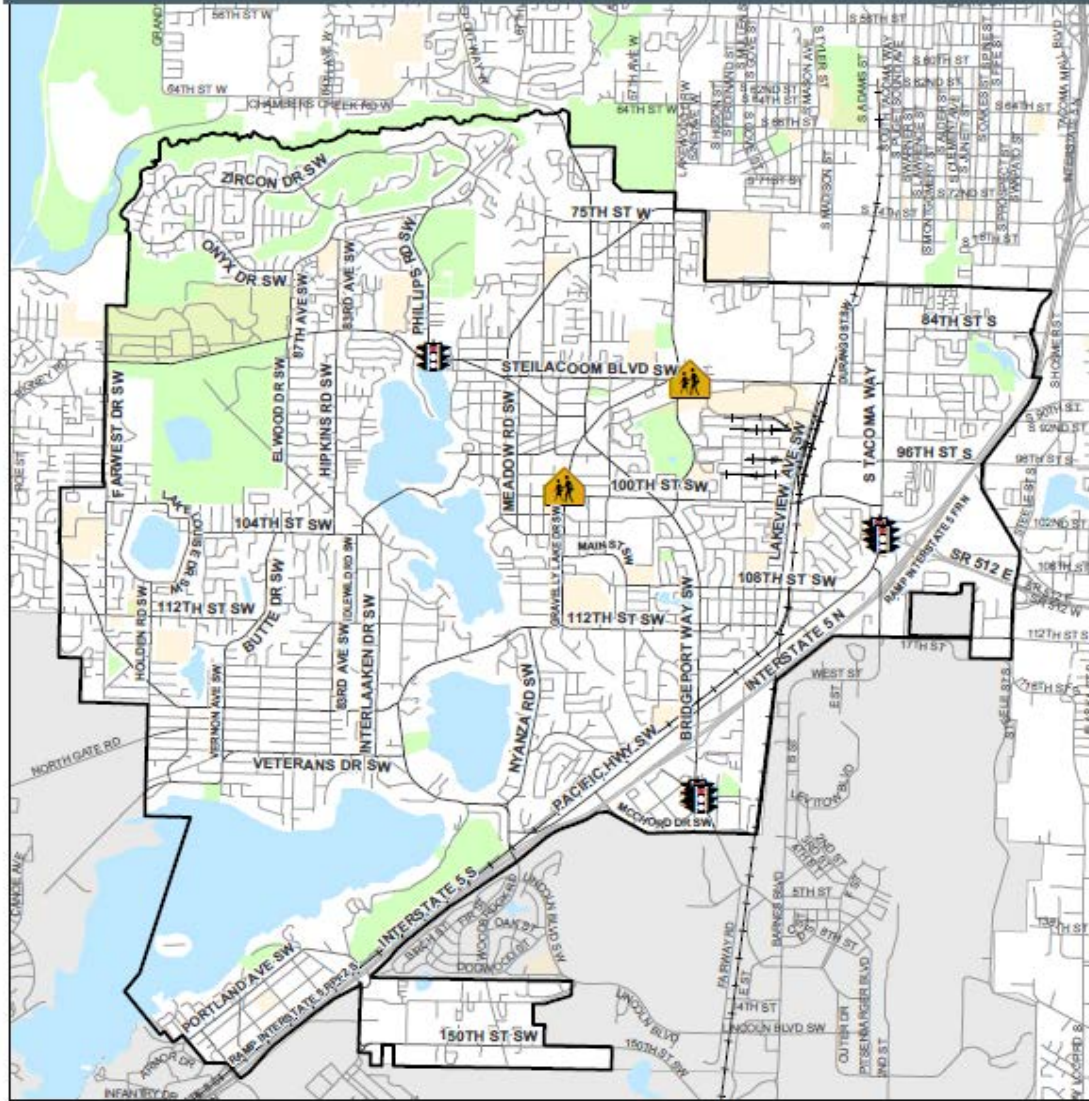
Rather than risk revenue needed for public safety purposes, the recommendation is to retain the current program and along with it the ability to use the revenue where it is most beneficial to the city. Other jurisdictions have similarly tabled plans for increased traffic safety through expanded camera programs.

Additionally, it is recommended that the city study intersections to apply automated camera enforcement to one additional location. This can enhance traffic safety without jeopardizing city resources.

Automated Traffic Safety Camera Systems in the City of Lakewood and Recent State Legislation



City of Lakewood



Red Light Cameras

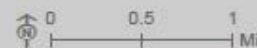
- (2) Cameras Bridgeport Way SW & San Francisco Ave SW
- (2) Cameras WA 512 & S Tacoma Way
- (1) Camera Steilacoom Blvd SW & Phillips Rd SW



School Zone Cameras

- (1) 9904 Gravelly Lake Drive SW
- (1) 5208 Steilacoom Blvd SW

Cameras As Of 5/21/2024



Red Light Cameras

Red light camera eastbound Steilacoom Boulevard at Phillips Road (Currently non-functional):



Red light camera southbound Bridgeport Way at San Francisco Ave:



Red light camera northbound South Tacoma Way at State Route 512: (camera only):



Red light camera northbound South Tacoma Way at State Route 512:



Red light camera southbound South Tacoma Way at State Route 512:



School Zone Cameras

School zone, southbound Gravelly Lake Drive just north of 100th Street (sign prior to camera):



School zone, southbound Gravelly Lake Drive just north of 100th Street (sign, camera and speed limit beacon):



School zone, westbound Steilacoom Boulevard just east of Lakewood Dr (sign, camera and speed limit beacon):



The Current Program

- Eight cameras/five locations – two school zone and four speed
- All are marked with signage
- Tickets are reviewed by LPD
- Tickets are processed through our Municipal Court



Options

Keep what we have (up to one additional location)

- Spend the revenue as the legislative authority deems appropriate
- Cannot add locations beyond one

Expand the program by more than one location

- (i) Traffic safety activities related to construction and preservation projects and maintenance and operations purposes including, but not limited to, projects designed to implement the complete streets approach as defined in RCW 47.04.010, changes in physical infrastructure to reduce speeds through road design, and improvements to access and safety for road users with mobility, sight, or other disabilities; and
 - (ii) The cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions.
- In four years, 25% goes to the state

