



LAKEWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, July 8, 2024

7:00 P.M.

City of Lakewood
Council Chambers
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 call in to listen by telephone via Zoom: Dial +1(253) 215-8782 and enter meeting ID: 868 7263 2373

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CALL TO ORDER

ITEMS FOR DISCUSSION:

- (3) 1. Joint Lodging Tax Advisory Committee Meeting. – (Memorandum)
- (10) 2. Pierce County Library System Update. – Gretchen Caserotti, Executive Director
- (20) 3. Review of interlocal agreement for multi-jurisdictional specialty teams in Pierce County. – (Memorandum)
- (32) 4. Review of Ordinance regarding camping in the City. – (Memorandum)

ITEMS TENTATIVELY SCHEDULED FOR JULY 15, 2024 REGULAR CITY COUNCIL MEETING:

- 1. Authorizing the execution of a professional services agreement with Tyler Technologies, Inc. – (Motion – Consent Agenda)
- 2. Authorizing the award of a contract for the 2024 Pavement Patching Program. – (Motion – Consent Agenda)

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>

3. Authorizing the execution of an interlocal agreement for multi-jurisdictional specialty teams in Pierce County.
– (Motion – Consent Agenda)
4. Ordinance approving a Franchise Agreement with Allstream (Integra Telecommunications). – (Ordinance – Regular Agenda)
5. Review of electronic reader board locations with preliminary cost estimates. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

CITY COUNCIL COMMENTS


ADJOURNMENT

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.



To: Mayor and City Councilmembers

From: Tho Kraus, Deputy City Manager
Dana Kapla, Assistance Finance Director

Through: John J. Caulfield, City Manager 

Date: July 08, 2024

Subject: Joint Lodging Tax Advisory Committee Meeting

Overview

As authorized under state law, the City of Lakewood has enacted a lodging tax. The City receives a 7% share of the taxes collected by Washington State from lodging-related businesses located within the City. The 7% breaks down into 4% which can be used for tourism promotion, or the acquisition and operation of tourism-related facilities. The additional 3% is restricted to the acquisition, construction, expansion, marketing, management, and financing of convention facilities, and facilities necessary to support major tourism destination attractions that serve a minimum of one million visitors per year.

This memo discusses the City's Lodging Tax Advisory Committee (LTAC), the estimated funds available, how the funds may be used and the upcoming 2025 grant allocation process.

Lodging Tax Advisory Committee

If a city collects lodging tax, state law requires the formation of a Lodging Tax Advisory Committee (LTAC). The committee must have at least five (5) members, each member must be appointed by the City Council and the committee membership must be comprised of the following:

- At least two members of the committee must represent businesses required to collect the tax; and
- At least two members of the committee must represent entities who are involved in activities authorized to be funded by the tax; and
- One elected official of the City, who serves as chairperson of the committee.

There is no maximum number of participants on the LTAC; however, there must be equal members representing businesses authorized to collect and entities authorized to receive funding. Mayor Jason Whalen currently serves as Chair. Other committee members include:

Represent Businesses Authorized to Collect

Jarnail Singh, Comfort Inn & Suites (Term Expires 12/31/2025)

DJ Wilkins, Best Western Lakewood (Term Expires 12/31/2025)

Represent Businesses Authorized to Receive *
Linda K. Smith, Lakewood Chamber of Commerce
Dean Burke, Travel Tacoma + Pierce County, WA

**Per Lakewood Municipal Code (LMC) 3.36.055, the appointing authority shall review the membership of the Advisory Committee annually and make changes as appropriate. Therefore, the term is considered at will and the appointment is subject to termination by Council if necessary to maintain the balance required by law; i.e. At least two members who are representatives of businesses required to collect tax under this chapter; and b. At least two members who are persons involved in activities authorized to be funded by revenue received under this chapter.*

One role of the LTAC is to make recommendations to the City Council in regard to how the taxes are to be used. All applicants for awards of lodging tax must apply to the City through the LTAC.

The LTAC receives all applications for lodging tax revenue and recommends a list of candidates and funding levels to the City council for final determination. By state law, the City Council may choose only recipients from the list of candidates and recommended amounts provided by the LTAC. An August 2016 informal opinion from the Attorney General's Office interpreted this to mean that the legislative body may award amounts different from the LTAC's recommended amounts, but only after satisfying the procedural requirements which requires that the City submit its proposed change(s) to the LTAC for review and comment at least 45 days before final action is taken.

The objective of the LTAC process is to support projects which encourage eligible tourism and cultural activities that support tourism in Lakewood. The members of the committee will carefully consider each request based on the following criteria: funds available; past performance; ability to attract tourism, particularly from outside the 50-mile radius; strength of the applications; and the City's desire to retain dollars for future capital project(s).

The general, LTAC annual work plan is as follows:

- Jul: Joint LTAC meeting to review guidelines, past grants awarded and potential funding for the following year's grant allocation.
- Sep: Listen to applicant presentations and make funding recommendations.
- Nov: Present recommendations to the City Council.

Grant Awards Process, Estimated Available Funds and Reporting Requirements

Grant Application Process

Any organization, including businesses and the City, can use the funds to advertise and promote tourism through the media. The promotion must be designed to attract tourists to Lakewood with the goal of increasing the number of overnight stays in lodging facilities located within the City. Capital projects funding is limited to those under City ownership.

2024 LTAC Application Schedule for 2025 Grant Awards (subject to change):

- | | |
|------------------------------|---|
| • Monday, July 29, 2024 | Application period opens (available on the City's Finance webpage). |
| • Friday, August 16, 2024 | Notification of intent to apply and method of submittal. |
| • Monday, August 19, 2024 | Applications due by 5:00pm. |
| • Monday, September 9, 2024 | Application packet compiled and submitted to LTAC. |
| • Friday, September 20, 2024 | Applicant presentations to LTAC & LTAC makes funding recommendations. |
| • Tuesday, November 12, 2024 | LTAC Funding recommendations presented to the City Council for consideration. |
| • Monday, November 18, 2024 | City Council approves 2025 LTAC Grant Awards |
| • January 2025 | Contracts issued for FY2025 LTAC grant awards. |

Estimated Available Funds

The City estimates the 2024 projected revenue amount to be \$1,438,567 and the estimated ending fund balance to be \$3,691,209 on December 31, 2024.

In 2007, the City entered into an agreement with Clover Park Technical College to contribute 11% of the construction costs for the McGavick Center. The contribution is in equal installments of \$101,850 over 20 years (last installment is June 2026). In return for the contribution, the City has use of the center for 18 days per year for a 30-year period to be used for tourism related activities. The City's practice has been to use the available restricted funds for this commitment.

The available balance for 2025 grant allocation, net of the required McGavick Center contribution is \$3,589,359.

Total Estimated Funding Available for 2025 Grant Awards	Restrictions on Use		Total
	4%	3% (Restricted)	
	Reserved for tourism, promotion, acquisition of tourism related facilities, or operation of tourism related facilities.	Reserved for acquisition, construction, expansion, marketing, and management of convention facilities.	
Estimated Ending Balance, 12/31/2024	\$1,324,752	\$2,366,457	\$3,691,209
Less Required for CPTC McGavick Center	\$0	(\$101,850)	(\$101,850)
Total	\$1,324,752	\$2,264,607	\$3,589,359

Note: The 3% is restricted to capital; however, the 4% is not restricted and may be used for capital as well.

Sources & Uses - 5 Year History						
	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Estimate
Revenues						
4% Revenue:						
Special Hotel/Motel Tax (2%)	\$ 309,868	\$ 247,803	\$ 353,906	\$ 400,024	\$ 368,797	\$ 321,428
Transient Rental Income Tax (2%)	317,282	247,803	355,057	400,029	371,775	321,430
	627,150	495,606	708,963	800,053	740,572	642,858
3% Revenue:						
Special Hotel/Motel Tax (3%)	464,803	371,705	530,858	600,036	553,196	482,142
	464,803	371,705	530,858	600,036	553,196	482,142
Interest Income	22,666	7,693	2,118	38,681	138,869	100,000
GASB 87 - CPTC McGavick Lease	-	-	-	-	213,567	213,567
Total Revenues	\$ 1,114,619	\$ 875,004	\$ 1,241,939	\$ 1,438,770	\$ 1,646,204	\$ 1,438,567
Expenditures						
Tourism/Promotion	438,502	354,665	425,639	632,177	747,951	1,024,950
Capital	280,686	421,943	169,899	101,850	101,850	101,850
GASB 87 - CPTC McGavick Lease	-	-	-	-	213,567	213,567
Total Expenditures	\$ 719,188	\$ 776,608	\$ 595,538	\$ 734,027	\$ 1,063,368	\$ 1,340,367
Beginning Balance	\$ 1,165,207	\$ 1,560,638	\$ 1,659,034	\$ 2,305,432	\$ 3,010,174	\$ 3,593,009
Ending Balance	\$ 1,560,638	\$ 1,659,034	\$ 2,305,432	\$ 3,010,174	\$ 3,593,009	\$ 3,691,209
Estimated Ending Fund Balance from the 4% Unrestricted Revenue =>					\$ 1,660,626	\$ 1,324,752
Estimated Ending Fund Balance from the 3% Restricted (for Capital) Revenue =>					\$ 1,932,383	\$ 2,366,457

Previous Grant Awards

The following table provides a 6-year history of grant awards.

Lodging Tax Grant Award History (2019-2024)						
Applicant	2024	2023	2022	2021	2020	2019
Asian Pacific Cultural Center	15,000	15,000	15,000	15,000	10,000	5,000
CoL - Concert Series	30,000	30,000	20,000	20,000	20,000	6,000
CoL - Farmers Market	57,000	57,000	35,000	35,000	20,000	20,000
CoL - Lakewood Film Festival, REEL Life 96	-	-	17,100	-	-	-
CoL - Love Lakewood Festival Series, First Saturday	-	-	30,000	-	-	-
CoL - Media Production/Imaging Promotion	60,000	60,000	50,000	40,000	30,000	30,000
CoL - SummerFEST	135,000	135,000	80,000	80,000	80,000	50,000
CoL - Saturday Street Festivals on Motor Avenue	37,500	37,500				
Friends of Lakewood/Lakewood Gardens	100,000	100,000	85,000	50,000	50,000	30,000
Grave Concerns	5,000	5,000	-	-	-	-
Historic Fort Steilacoom Association	12,000	12,000	15,000	12,000	12,000	8,000
Lakewood Arts Commission - Asian Film Festival	-	-	-	-	-	-
Lakewood Arts Festival Association	23,000	23,000	20,500	19,500	19,500	17,500
Lakewood Chamber of Commerce - Night of Lights	25,000	25,000	25,000	25,000	20,000	20,000
Lakewood Chamber of Commerce - Tourism	100,000	100,000	100,000	90,000	90,000	90,000
Lakewood Historical Society	32,500	32,500	35,000	35,000	42,000	20,000
Lakewood Playhouse	25,000	25,000	25,000	25,000	23,000	23,000
Lakewood Sister Cities Association	-	-	-	-	23,900	13,000
Lakewood Sister Cities Association - Gimhae	21,500	21,500	20,550	16,350	-	-
Lakewood Sister Cities Association - Internat'l Festival	9,000	9,000	5,500	7,550	-	-
Tacoma Pierce County Sports Commission	-	-	-	-	-	75,000
Travel Tacoma - Mt. Rainier Tourism & Sports	-	-	100,000	100,000	120,000	-
Travel Tacoma + Pierce County	115,000	115,000	-	-	-	50,000
Total Non-Capital (4%)	802,500	802,500	678,650	570,400	560,400	457,500
CoL - Fort Steilacoom Park Angle Lane	-	-	-	-	-	209,870
CoL - Fort Steilacoom Park Pavilion	-	-	-	-	-	-
CoL - Gateway Improvements	-	-	-	-	150,000	80,000
CoL - Harry Todd Park	-	-	-	-	-	200,000
Total Capital (3%)	-	-	-	-	150,000	489,870
	\$ 802,500	\$ 802,500	\$ 678,650	\$ 570,400	\$ 710,400	\$ 947,370
CPTC McGavic Center (Committee, Annual Payment)	101,850	101,850	101,850	101,850	101,850	101,850
	\$ 904,350	\$ 904,350	\$ 780,500	\$ 672,250	\$ 812,250	\$ 1,049,220

Post-Funding Report:

JLARC (Joint Legislative Audit & Review Committee) requires post-funding reporting of predicted and actual number of people who attended, and the method used to determine attendance for various categories including: overall attendance; 50+ miles from their residence; out of state and out of country; paid for overnight lodging; did not pay for overnight lodging; and number paid lodging nights. All entities receiving lodging tax funds must provide this information to the City. The City will then report this information annually to JLARC.

The information as reported to JLARC for the 2023 grant program is included as an attachment.

City of Lakewood
Lodging Tax Funding Guideline
As Amended by the City Council on September 21, 2015

Background

The objective of the City of Lakewood Lodging Tax Advisory Committee process is to support projects, which encourage eligible tourism and cultural activities and support tourism facilities in Lakewood. The process is reviewed annually, and the guidelines are updated in accordance with reported success of existing programs, potential for new programs and changes in state law. A calendar for the application process will be established but will allow for emerging opportunities as they arise.

Objectives for Hotel/Motel Tax Funds:

- Generate increased tourism in Lakewood resulting in overnight stays at local hotels.
- Generate maximum economic benefit through overnight lodging, sale of meals and goods, and construction of tourism-related facilities.
- Increase recognition of Lakewood throughout the region as a destination for tourism.
- Increase opportunities for tourism by developing new visitor activities.

Allocation Guidelines:

- The City shall seek proposals for funding on an annual basis from organizations seeking to use Hotel/Motel Tax funds for promoting tourism or for acquisition, construction or operation of tourism related facilities.
- Organizations seeking funding must complete an application form.
- The Lodging Tax Advisory Committee shall review the proposals and make recommendations to City Council as to which applications should receive funding.
- The final funding decision will be made by City Council in the form of approval or denial of the recommendation as recommended – no amendments to recommendations will be made by the City Council.
- Once approved for funding an organization must enter into a contract and funding will be provided in quarterly installments or on a reimbursable basis.
- Organizations receiving funding must submit a report at the end of the calendar year.
- \$101,850 will be paid annually to the Sharon McGavick Student Center through 2027 pursuant to the City's agreement with Clover Park Technical College.

- 4% - Can be used for tourism promotion, or the acquisition of tourism-related facilities, or operation of tourism-related facilities.
- 3%- Can only be used for the acquisition, construction, expansion, marketing, management, and financing of convention facilities, and facilities necessary to support major tourism destination attractions that serve a minimum of one million visitors per year.

City of Lakewood 2023 LTAC Awardees

(Reported to JLARC)			Overall Attendance		50+ Miles		Out of State		Overnight		Non - Overnight		Paid Lodging	
Activity Name	Type	Funds Awarded	Predicted	Actual	Predicted	Actual	Predicted	Actual	Predicted	Actual	Predicted	Actual	Predicted	Actual
Lakewood Playhouse	Marketing	\$ 25,000	5,490	3,349	70	111	30	42	50	100	5,440	3,299	30	50
Travel Tacoma Mt. Rainier Tourism & Sports	Marketing	\$ 115,000	249,953	353,922	110,639	169,646	27,384	44,192	100,622	132,846	37,845	49,084	70,560	80,379
Asian Pacific Cultural Center	Event/Festival	\$ 15,000	5,000	15,000	2,000	7,000	200	350	10	6	50	150	20	50
Grave Concerns	Marketing	\$ 5,000	800	1,238	100	325	100	300	4	-	800	1,238	4	-
City of Lakewood	Marketing	\$ 60,000	25,000	50,000	12,500	1,000	-	-	500	500	24,500	45,500	500	500
City of Lakewood	Event/Festival	\$ 57,000	55,000	65,000	6,500	6,500	3,500	3,500	1,000	1,000	61,500	61,500	3,500	3,500
Historic Fort Steilacoom	Marketing	\$ 12,000	-	601	-	6	-	32	-	-	-	569	-	-
Lakewood Sister Cities Association	Event/Festival	\$ 9,000	8,000	5,000	400	100	45	15	20	15	7,525	5,000	30	25
Lakewold Gardens	Marketing	\$ 100,000	10,000	9,728	-	500	-	100	-	80	-	9,648	-	80
Lakewood Historical Society & Museum	Marketing	\$ 32,500	1,000	930	5	11	15	36	10	15	10	10	10	15
Lakewood Chamber of Commerce	Event/Festival	\$ 25,000	3,500	3,000	300	200	50	30	300	150	3,200	2,850	300	150
City of Lakewood	Event/Festival	\$ 37,500	8,000	8,000	800	800	200	200	200	200	7,800	7,800	200	200
City of Lakewood	Event/Festival	\$ 30,000	3,700	3,700	150	150	40	40	40	40	3,660	3,660	40	40
City of Lakewood	Event/Festival	\$ 135,000	25,000	40,000	5,000	5,000	3,000	3,000	2,000	2,000	38,000	38,000	2,000	2,000
Lakewood Chamber of Commerce	Marketing	\$ 100,000	5,500	5,000	4,000	3,500	2,500	2,000	9,000	8,500	1,000	750	4,500	4,250
		\$ 758,000	405,943	564,468	142,464	194,849	37,064	53,837	113,756	145,452	191,330	229,058	81,694	91,239

Pierce County Library 2023 Annual Report to Lakewood City Council

July 8, 2024



Pierce County Library System

- Serves 671,000 people with 19 library facilities.
- Fourth largest system in the state.
- More than 1.4 million books, e-books, audiobooks, movies and other materials.



Pierce County Library Finances

ACCOUNT DESCRIPTION	2023 PCLS General Fund - Revenue	Expenditures	
Property Taxes		-41,263,662.50	
Other Revenue		-1,585,625.60	-42,849,288.10
Salaries and Wage		21,506,385.00	
Personnel Benefits		6,865,115.88	
Supplies		1,901,363.10	
Books and Materials		4,479,520.24	
Services		5,040,308.30	
Transfers		3,050,000.00	42,842,692.52

- Total 2023 revenues:
\$42,849,288.10
- Total 2023 expenditures:
\$42,842,692.52

Pierce County Library Foundation and Friends



- Foundation raised \$45,000 at last year's annual Trivia BEE fundraising event.
- The Library works with 17 Friends organizations.

Fast Facts 2023

Pierce County Library System

- 2,276,655 visits
(in buildings, curbside and to website).
- 4,966,541 books and materials checked out.
- 276,362 uses of online databases/e-sources.
- 298,340 cardholders.
- 3,018 classes and events.
- 55,932 attendees to classes and events.



Fast Facts 2023

Lakewood Library

- 20,934 books and materials.
- 1,728 books and materials checked out.
- 20,127 cardholders.
- 9 classes and events.
- 90 attendees to classes and events.



Tillicum Library

- Built in 1985.
- 24,666 visitors.
- 8,765 books and materials in the library.
- 14,004 books and materials checked out.
- 1,971 cardholders.
- 80 classes and events.
- 737 attendees to classes and events.



Strategic Areas

Learning

Enjoyment

Community

Pierce County Library System 2024 Priorities

Spaces:

- Long Range Capital Planning.
- New Sumner Library.
- Lakewood and Tillicum Libraries.
- Infrastructure improvements..



Pierce County Library System 2024 Priorities

New Strategic Plan

- Roadmap to guide the Library System through the years ahead (2025-2029).
- Engaged with the Library's Board of Trustees, staff, community stakeholders, and people living in the Library's service area to get input.



Lakewood and Tillicum Library Upcoming Events

ADULT CLASSES AND EVENTS

How to Write Your Bestselling
Nonfiction Book
Saturday, July 13, 2-3:30 p.m.
Lakewood History Museum

Tillicum Talks Books
Monday, July 15, 4-5 p.m.

YOUTH AND FAMILY EVENTS

Tillicum/Woodbrook Party in the
Park
Saturday, July 27, noon-4 p.m.
Harry Todd Park



STORY TIMES

Family Story Time
Tuesday, July 2, 9 and 30, 5-6 p.m.
Lakewood Farmers Market
Tuesdays, 10:30-11:30 a.m.
Lakewood City Hall

Cuentos Bilingües: Bilingual Story Time
Saturday, July 6, 13, 20 and 27, 1-1:30 p.m.
Tillicum Pierce County Library
Thursday, July 11, 18 and 25, 11 a.m.-noon
Lakewood Family Resource Center

LIBRARY POP-UPS

Tuesday, July 2, 9 and 30, 2-7 p.m.
Lakewood Farmers Market

Wednesdays, 1-3 p.m.
Clover Park Technical College

Wednesday, 4:30-6:30 p.m.
Pierce College Fort Steilacoom

Thursday, July 11, 18 and 25, 9 a.m.-noon
Lakewood City Hall

Thursday, July 11, 18 and 25, 1-3 p.m.
Bates Technical College





TO: Mayor and City Council

FROM: Patrick Smith, Chief of Police and Heidi Ann Wachter, City Attorney

THROUGH: John Caulfield, City Manager

DATE: July 8, 2024

SUBJECT: Review of Cooperative Cities Interlocal Agreement for Specialty Services

The purpose of this memorandum is to review a draft revised interlocal agreement (ILA) between the Pierce County jurisdictions to participate in specialized multijurisdictional task forces addressing the specialty services of crime response, civil disturbance, and major collisions. Without multijurisdictional coordination, the City of Lakewood will not be able to provide efficient, timely and thorough services in these areas.

The agreement presented is a revised and updated version of a prior agreement. Key differences include a reduced number of jurisdictions participating, very specific identification of services contemplated and governance within the agreement. These are important for the following reasons:

Reduced number of jurisdictions – the previous agreement included a number of very small jurisdictions who are unable to participate in a meaningful way, both in terms of participation by uniformed personnel and as importantly participation in decisions regarding defense in the event of a claim or lawsuit for which the multijurisdictional team must answer.

Very specific identification of services – this agreement is to provide needed support for crime response, when an incident is sufficiently larger that the ability of our department to handle evidence collection and other processes is exceeded. An example would be a complicated, multi-scene shooting or child abduction. Similarly, civil disturbance is best managed with adequate numbers of officers that is beyond the city's typical staffing. We have had a number of protests here in the past few years and, being outside a major military installation, there is always the risk of military related protests within our jurisdiction. Major collisions require in-depth accident review, evidence collection, technical expertise and scene preservation. For example, we use this team within Lakewood 3-5 times per year.

This agreement is restricted to these areas of police work. In order to add services the governance must authorize it, which would in turn be reviewed by the City Council. The City of Lakewood would not participate in any additional teams absent City Council authorization.

Governance – the proposed agreement provides for the addition of multi-jurisdictional teams by majority vote of the governing body. The agreement acknowledges that the multi-jurisdictional teams and their governing body are not legal entities.

The City of Lakewood is of a size that fully addressing public safety needs requires intergovernmental cooperation. The city must be prepared to deploy these services when the need arises. To meet these needs requires some significant investment though the need arises infrequently. Sharing resources with other jurisdictions allows the city to be prepared in a cost-effective manner. The proposed agreement provides depth in three critical areas and approval is recommended.

INTERLOCAL COOPERATION AGREEMENT FOR MULTI-JURISDICTIONAL SPECIALTY TEAMS IN PIERCE COUNTY

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Sumner, and the Town of Steilacoom, (the “Parties”). Through this agreement, said parties agree to provide mutual aid and support for multi-jurisdictional specialty teams as provided herein.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, and keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement resources to protect life and property; and

WHEREAS, a major law enforcement operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, the Parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005, amended in 2017, and it is intended that this agreement will supersede and replace said prior agreement; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid and the formation of multi-jurisdictional specialty teams;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings, unless the context indicates otherwise:

(a) Assisting Agency

Any or all other police agencies contacted for mutual aid by the primarily responsible agency.

(b) Crime Response Unit

Specialty team comprised of individual officers of the Signatory Agencies

organized to provide quality investigative assistance for major incidents.

(c) **Major Law Enforcement Operation**

The existence of an actual or suspected emergency situation which requires extraordinary and/or specialty expertise, or a major crime incident which demands specialty expertise, or where additional resources are needed for effective resolution.

(d) **Major Law Enforcement Operation Services**

Services provided by a Signatory Agency or Specialty Team to a Primarily Responsible Agency.

(e) **Primarily Responsible Agency**

The law enforcement agency within whose local geographical jurisdiction a Major Law Enforcement Operation first occurs.

(f) **Signatory Agency or Cities**

Cities and Towns that are a signing party to this Interlocal Agreement.

(g) **Civil Disturbance Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to incidents involving riots or civil unrest within the Signatory Agencies jurisdiction.

(h) **Metro Cities Major Collision Response Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to and investigate serious injury, fatality, or officer involved collisions occurring within or involving a Signatory Agency.

(i) **Participating Cities**

A Signatory Agency that has employee(s) assigned to or working on behalf of either the Crime Response Unit, Civil Disturbance Team and or the Major Collision Response Team.

2. **PRIOR AGREEMENTS.** The parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005 and amended in 2017. It is intended that this agreement will supersede and replace said prior agreement in its

entirety.

3. **MULTI-JURISDICTIONAL SPECIALTY TEAMS.**

To provide improved law enforcement services and further the cooperation contemplated by this agreement, Multi-Jurisdictional Specialty Teams shall be created and maintained in accordance with this agreement. Current specialty teams consist of: Crime Response Unit; Civil Disturbance Team; and Major Collision Response Team. Other multi-jurisdictional teams may be created to meet the future needs of the Signatory Agencies by majority vote of the oversight board.

4. **OVERSIGHT AND GOVERNANCE OF SPECIALTY TEAMS.**

The management and affairs of the multi-jurisdictional special teams operating under this agreement shall be governed by an oversight board composed of the police chief, or his/her designee, from each of the participating cities. Each member of the oversight board shall have an equal vote and voice regarding board decisions. All decisions shall be made by majority vote of board members or their designees appearing at the meeting in which the decision is made.

The oversight board may, at its discretion, adopt policies, regulations, and operational procedures applicable to the specialty teams operations and structure consistent with best practices. In addition, the oversight board may adopt standards for individual officer's qualifications and training requirements for selection and participation on any specialty team.

5. **TRAINING, EQUIPMENT, & COSTS**

The intent of this agreement is for each agency to share resources to promote the most effective and efficient delivery of law enforcement services for Signatory Agencies. The oversight board may adopt a budget for a specialty team as necessary at the board's discretion. All liability for salaries, wages, or other compensation and/or benefits for officers or employees performing under this agreement shall be that of the employing participating city.

Costs associated with specialized training of members participating on specialty teams may be allocated among participating cities in the ratio of the number of individual officers participating from each agency unless it is determined by the oversight board to be more equitably allocated on a different basis.

Equipment purchased by a signatory agency and loaned for the specific benefit and use by a specialty team shall retain ownership and has the right to determine duration and use.

Specific funding agreements may be structured between participating cities and/or signatory agencies for the purchase of specialty equipment at direction of the

oversight board. In addition, participating cities or signatory agencies may pursue grants for the procurement of equipment that the oversight board deems helpful or necessary to support specialty teams or in furtherance of this agreement.

6. **REQUESTS FOR ASSISTANCE.** In the event of a Major Law Enforcement Operation, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate for the primarily responsible agency to safely control the situation, or there is a need for a specialized team, a request for mutual aid under this agreement will be made by the Chief or designee of the primarily responsible agency directly to any Signatory Agency or designated specialty team leader. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered.
7. **OPERATIONAL COMMAND.** In the event of mobilization under this agreement, the Primarily Responsible Agency shall take charge of the operation, unless the Primarily Responsible Agency specifically requests that a different law enforcement agency or unit fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. Taking charge of an operation shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the supervising officer of the Primarily Responsible Agency unless that responsibility is delegated to a different law enforcement agency or specialty team leader/commander.
8. **AUTHORIZED STAFF.** The parties to this agreement shall provide the names and phone numbers of staff who have the authority to commit staffing, resources, and/or equipment to any Major Law Enforcement Operation.
9. **PRESS RELEASES.** Signatory agencies to this agreement will coordinate any press releases relating to mutual aid activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.
10. **ARREST POLICIES.** Arrest policies will be determined by mutual agreement of the Primarily Responsible Agency and assisting agencies or specialty teams providing Major Law Enforcement Operation Services consistent with State and Federal Guidelines.
11. **PRISONER TRANSPORTATION.** Transportation of prisoners will be coordinated by the supervising officer in charge of the incident.
12. **SUPPLY REPLACEMENT.** The Primarily Responsible Agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from an Assisting Agency if requested. Each agency shall be responsible for any repairs

and/or damages done to their own vehicles or equipment as a result of participation in a Major Law Enforcement Operation.

13. **EQUAL SHARING OF LIABILITY.** The Signatory Agency agree that liability for the negligent or tortious actions of the Multi-Jurisdictional Specialty Teams or any police officer or employee working for or on behalf of the Multi-Jurisdictional Specialty Teams be on an equal share basis between the Signatory Agency. This general agreement on liability sharing is subject to the following terms and conditions set for the below.

14. **HOLD HARMLESS.** Each Signatory Agency agrees to hold harmless and indemnify the other participating Cities from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of its employees or each other as related to any Signatory Agency activity. Such liability shall be apportioned among the cities equally on an equal shares basis subject to any limitation set forth below.

15. **DEFENSE OF LAWSUITS.** Each Signatory Agency shall be responsible for selecting and retaining legal counsel for itself and for any employee of said city who is named in a lawsuit alleging liability arising out of Multi-Jurisdictional Specialty Teams operations. Each city who retains counsel for itself and/or its employees shall be responsible for paying the attorney's fees incurred by that counsel. The cities shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

16. **NOTICE OF CLAIMS AND LAWSUITS AND SETTLEMENTS.** In the event that a lawsuit is brought against a Signatory Agency city or employee for actions arising out of their conduct in support of the Multi-Jurisdictional Specialty Teams operations, it shall be the duty of each said city to notify the other cities that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single city shall be require equal shares contribution by any city unless it was done with the knowledge and specific consent of the other participating cities. Any settlement made by any individual city or member which does not have the consent of the other participating cities to this agreement will not require any sharing of payment of said settlement on behalf of the non-consenting cities.

17. **SETTLEMENT PROCEDURE.** Any city or Signatory Agency member who believes that it would be liable for a settlement or judgment which should be equally shared by the other participating cities to this agreement shall have the burden of notifying each other participating city of all settlement demands made to that city and any claims and/or lawsuits naming that city and/or its employees for what may be a joint liability. Furthermore, if the other Signatory Agency city is not named as a party to the actions, it shall be the burden of the city named in the lawsuit to keep the other participating cities fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require the specific consent of all Cities to this agreement before any equal share obligations for payment by all participating members becomes effective.

No city shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all participants to this agreement and on behalf of their respective employees and officers. It is the intent of this agreement that the cities act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties to this agreement agree with the settlement costs or, in the alternative, that all parties to this agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the participating members to this agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

The cities shall be free to seek a separate settlement with the claimant and/or plaintiff which would eliminate the liability of that city and/or its employees and, if such separate settlement is reached, that city would have no responsibility to pay any proportionate amount of any judgment rendered against the cities and/or their employees that did not settle. A city making a separate settlement would not have to pay any proportion amount of any subsequent settlement that others might reach. Any city making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said city had reached separately with the claimant and/or plaintiff.

18. **COOPERATION IN DEFENSE OF LAWSUITS.** The Signatory Agency city's and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the Multi-Jurisdictional Specialty Teams and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

19. **PAYMENT OF JUDGMENTS.** Unless there is an exception as provided in paragraph 13, it is the intention of the Signatory Agencies to jointly pay any judgment on a pro-rata equal basis for any judgment against any employee or city for negligence or tortious action arising out of their conduct in the course of their employment or duties as Multi-Jurisdictional Specialty Teams members or in support of such Multi-Jurisdictional Specialty Teams operations; regardless of what percentage of liability may be attributed to that member city or its employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the parties to add up the total combined judgment against any Signatory Agency or officer for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into 12 shares and each city would then pay 1/12 of the total combined judgment to satisfy the judgment. Any city which refused to pay its proportionate 1/12 share would then be liable to the cities who paid that member's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying member.

NOTHING HEREIN SHALL REQUIRE, OR BE INTERPRETED TO:

Waive any defense arising out of RCW Title 51.

Limit or restrict the ability of any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

Cover or apportion or require proportionate payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or ~~city~~ municipal corporation. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

20. **PRE-EXISTING CLAIMS OR LAWSUITS.** For purposes of claims or lawsuits which predate this agreement or the occurrence which gave rise to said claim or lawsuit predates this agreement, it is the intention of the parties that those claims, and lawsuits be handled, processed and paid as though the terms of this agreement were in full force and effect at the time of the occurrence which gave rise to the claim or lawsuit.

21. **INSURANCE COVERAGE.** Each party shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. To that purpose, for the duration of this agreement each party shall maintain occurrence based general and police professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000.) per occurrence. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the member cities signing this agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.

22. **INJURY BENEFITS.** Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer and/or his/her dependents shall receive from that officer's employer, the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

23. **AUTOMATIC COMMISSION.** Full time commissioned officers who are responding to any request for assistance under this agreement shall be automatically commissioned by virtue of this agreement, pursuant to RCW 10.93.070 (1), through the

commissioning authority of the Primarily Responsible Agency, and therefore shall be empowered to exercise the same police authority during the entirety of their response to the Major Law Enforcement Operation as though they were full-time commissioned officers of the Primarily Responsible Agency. This provision shall apply whether the request for assistance is based upon a formal request between department heads, a request through commanders or supervisors, or when the officers of one jurisdiction cross jurisdictional boundaries to aid or assist the officers of another Signatory Agency.

24. **TERM OF AGREEMENT/WITHDRAWAL FROM AGREEMENT.** The term of this agreement shall be of indefinite duration. Any Signatory Agency may withdraw from this agreement when a period of thirty (30) days has elapsed after notification is made by letter to the other Signatory Agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to other Signatory Agencies. The oversight board can at their discretion by majority vote accept further participants to this agreement after the execution of this agreement.

25. **CONTRACT ADMINISTRATION.** The parties do not by this agreement intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The chiefs of police from the Signatory Agencies shall be responsible for administering the terms of this agreement.

26. **MODIFICATION AND SEVERABILITY.** The parties may amend, modify, or supplement this Agreement only by written agreement of all the parties. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.

27. **EXTENT OF AGREEMENT.** This agreement contains the complete understanding of the parties regarding the subject matter of this agreement.

28. **AUTHORIZATION.** By resolution or ordinance or otherwise pursuant to law, the governing bodies of the Signatory Agencies listed below have authorized their respective designated officials to execute this agreement on their behalf. This agreement may be executed by counterparts and if so, shall be deemed valid as if each designated official had signed the original.

CITY OF BONNEY LAKE

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF DUPONT

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF FIRCREST

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF LAKEWOOD

By: _____
Mayor date

City Manager date

Chief of Police date

CITY OF BUCKLEY

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF FIFE

By: _____
Mayor date

City Manager date

Chief of Police date

CITY OF GIG HARBOR

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF ORTING

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF PUYALLUP

By: _____
Mayor date

City Manager date

Chief of Police date

TOWN OF STEILACOOM

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF SUMNER

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF MILTON

By: _____
Mayor date


City Administrator date

Chief of Police date



TO: Mayor and City Council

FROM: Heidi Ann Wachter, City Attorney

THROUGH: John J. Caulfield, City Manager 

DATE: July 8, 2024

SUBJECT: Review of Ordinance related to Camping in the City

ATTACHMENTS: Draft Ordinance

This memo is to inform City Council consideration of a proposed ordinance intended to maintain public spaces and public safety. The draft ordinance is intended to be one tool among many to address issues related to homelessness.

Over the past several years, the City has assembled a number of tools to provide social services to those in need. The city provides one percent of the city's general fund for social services which are selected annually through a public process. In addition the city has worked to address issues related to homelessness in a variety of ways including the following:

- participating on the continuum of care and seeking funding for affordable housing projects;
- funding eviction prevention services by Tacomaprobono which has helped hundreds of residents avoid eviction since its inception in 2022;
- updating zoning to allow for emergency shelters in the City zones where hotels and motels are allowed;
- updating the city's Comprehensive Plan and Development Regulations to plan for the adopted emergency housing bed unit target of 574 by 2044;
- referring people through the County's coordinated entry system for shelter; and
- embedded mental health liaisons working with the LPD.

This list is not exhaustive and focuses on helping bring people out of homelessness by providing needed services.

Despite these efforts there remains an unsheltered population in the city, some of whom “camp” in public spaces. This activity occasionally blocks or inhibits passage on sidewalks as well as ingress and egress to buildings such as the City Hall. Many of these individuals reject offers of services and/or shelter. By way of example, when individuals began to defecate around City Hall a temporary facility was placed at the back of the City Hall parking lot. Some chose to use it while others have not.

When the city exhausts the aforementioned tools to assist the unsheltered population other tools are needed. The city has adopted several ordinances to address public camping, including the following:

- [Ordinance 728](#) restricting camping or erecting structures in parks or on city rights-of-way; and
- [Ordinance 783](#) making it unlawful to occupy public property.

Ordinance 728 was adopted in the wake of the Ninth Circuit Court of Appeals holding in the *Martin v. Boise* case. Ordinance 783 was adopted about three years later, after the Ninth Circuit Court of Appeals decided *City of Grants Pass, Oregon v. Johnson et. al.* The use of each ordinance to support the city's overall effort to encourage services for the unsheltered population who resist such services is limited. The city currently deploys resources for daily clean-up of garbage and human waste in order to protect the public area around City Hall.

The United States Supreme Court recently considered the Ninth Circuit's holdings in this area. While the caption of the case reflects that it is an appeal from the *Grants Pass* case, *Martin* is also considered. The question before the Court is exclusively whether *Grants Pass* ordinances amount to cruel and unusual punishment under the Eighth Amendment to the United States Constitution.

The ordinances subject to challenge were three:

Like many American cities Grants Pass has laws restricting camping in public spaces. Three are relevant here. The **first** prohibits sleeping “on public sidewalks, streets, or alleyways.” Grants Pass Municipal Code §5.61.020(A) (2023); App. to Pet. for Cert. 221a. The **second** prohibits “[c]amping” on public property. §5.61.030 App. to Pet. for Cert. 222a (boldface deleted). Camping is defined as “set[ting] up or . . . remain[ing] in or at a campsite,” and a “[c]ampsite” is defined as “any place where bedding, sleeping bag[s], or other material used for bedding purposes, or any stove or fire is placed . . . for the purpose of maintaining a temporary place to live.” §§5.61.010 (A) – (B); App. to Pet. for Cert. 221a. The **third** prohibits “[c]amping” and “[o]vernight parking” in the city's parks. §§6.46.090(A) – (B); 72 F. 4th at 876. Penalties for violating these ordinances escalate stepwise. An initial violation may

trigger a fine. §§1.36.010(I) – (J). Those who receive multiple citations may be subject to an order barring them from city parks for 30 days §6.46.350; App. to Pet. for Cert. 174a. And, in turn, violations of those orders can constitute criminal trespass, punishable by a maximum of 30 days in prison and a \$1250 fine. Ore. Rev. Stat. §§164.245, 161.615(3), 161.635(1)(c) (2023).¹

The Supreme Court held that “[t]he enforcement of generally applicable laws regulating camping on public property does not constitute “cruel and unusual punishment” prohibited by the Eighth Amendment.”² The City of Lakewood currently prohibits camping in city parks.³ This prohibition bears strong resemblance to the ordinance upheld in *Grants Pass*.

It is recommended that the City of Lakewood adopt language identical to that upheld by the Supreme Court to address occupation of sidewalks and camping in public spaces. The city invests significant resources in parks, public spaces and social services. In order to protect that investment and public safety the city must have a variety of tools, including the ability to remove individuals from public property when necessary.

The proposed draft ordinance would authorize law enforcement to trespass individuals from public property. Only when the individual commits the crime of criminal trespass would they risk criminal consequences.

¹ *City of Grants Pass, Oregon v. Johnson, et al.*, ____ U.S. ____ at 11, *emphasis added* (2024).

² *Id.*, pp 2.

³ See, generally, [LMC 8.76.280, 290](#) as well as [LMC 8.76.190](#) relating to overnight parking of vehicles and [LMC 8.76.400 Presence in Parks During Hours](#) the Park is closed.

ORDINANCE NO. XXX

AN ORDINANCE of the City Council of the City of Lakewood, Washington, creating Chapter 8.46 of the Lakewood Municipal Code relating to camping in the city.

WHEREAS, the City of Lakewood invests significant resources in parks and public spaces; and

WHEREAS, the city has worked to address issues related to homelessness in a variety of ways including, but not limited to, the following:

- participating on the continuum of care and seeking funding for affordable housing projects;
- funding eviction prevention services by Tacomaprobono which has helped hundreds of residents avoid eviction since its inception in 2022;
- updating zoning to allow for emergency shelters in the City zones where hotels and motels are allowed;
- updating the city's Comprehensive Plan and Development Regulations to plan for the adopted emergency housing bed unit target of 574 by 2044;
- referring people through the County's coordinated entry system for shelter; and (data re how many homeless referrals Lakewood has done and to which location they were sent is attached);
- embedded mental health liaisons working with the LPD.

WHEREAS, despite expanding shelter capacity and public services, unsheltered populations continue to grow; and

WHEREAS, for at least part of the unsheltered population the ability to enforce public camping regulations is the necessary enforcement tool; and

WHEREAS, the United States Supreme Court has recognized the struggle of cities in this area and ruled that cities may protect public spaces for their residents; and

WHEREAS, the City of Lakewood has the authority to adopt laws to protect public safety to the extent such laws are not in conflict with State or Federal law.

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

Section 1. Lakewood Municipal Code Chapter 8.46 entitled “Prohibited Camping” prohibited is hereby created to read as follows:

Sections:

8.46.010 Definitions

8.46.020 Sleeping on Sidewalks, Streets, Alleys, or Within Doorways Prohibited

8.46.030 Camping Prohibited

8.46.050 Removal of Campsite on Public Property

8.46.060 Disposition and Release of Personal Property

8.46.070 Mitigation

Lakewood Municipal Code Section 8.46.010 entitled “Definitions” is hereby created to read as follows:

Unless the context requires otherwise the following definitions apply to Chapter 8.46.

A. “To Camp” means to set up or to remain in or at a campsite.

B. “Campsite” means any place where bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established, or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.

Lakewood Municipal Code Section 8.46.020 entitled “Sleeping on Sidewalks, Streets, Alleys, or Within Doorways Prohibited” is hereby created to read as follows:

A. No person may sleep on public sidewalks, streets, or alleyways at any time as a matter of individual and public safety.

B. No person may sleep in any pedestrian or vehicular entrance to public or private property abutting a public sidewalk.

C. In addition to any other remedy provided by law, any person found in violation of this section may be immediately removed from the premises.

Lakewood Municipal Code Section 8.46.030 entitled "Camping Prohibited" is hereby created to read as follows:

No person may occupy a campsite in or upon any sidewalk, street, alley, lane, public right of way, park, bench, or any other publicly-owned property or under any bridge or viaduct, unless (i) otherwise specifically authorized by this Code, (ii) by a formal declaration of the City Manager in emergency circumstances, or (iii) upon City Council resolution, the Council may exempt a special event from the prohibitions of this section, if the Council finds such exemption to be in the public interest and consistent with Council goals and notices and in accordance with conditions imposed by the Planning and Public Works Department Director. Any conditions imposed will include a condition requiring that the applicant provide evidence of adequate insurance coverage and agree to indemnify the City for any liability, damage or expense incurred by the City as a result of activities of the applicant. Any findings by the City Council shall specify the exact dates and location covered by the exemption.

Lakewood Municipal Code Section 8.46.050 entitled "Removal of Campsite on Public Property" is hereby created to read as follows:

Upon discovery of a campsite on public property, removal of the campsite by the Police Department may occur under the following circumstances:

A. Prior to removing the campsite, the City shall post a notice, 24-hours in advance.

B. At the time a 24-hour notice is posted, the City shall inform a local agency (delivering social services to homeless individuals) of the location of the campsite.

C. After the 24-hour notice period has passed, the Police Department is authorized to remove the campsite and all personal property related thereto.

Lakewood Municipal Code Section 8.46.060 entitled "Disposition and Release of Personal Property" is hereby created to read as follows:

For purposes of this Chapter, "personal property" means any item reasonably recognizable as belonging to a person and having apparent utility or monetary value. Items having no apparent utility or monetary value and items in an unsanitary condition may be immediately discarded. Weapons, drug paraphernalia, items appearing to be stolen, and evidence of a crime may be retained as evidence by the Police Department until an alternate disposition is determined. All personal property removed from the campsite

which is not retained, disposed of, or held as evidence (as provided above) shall be stored by the Police Department for a minimum of 30 days, during which time it shall be reasonably available for and released to an individual confirming ownership.

Lakewood Municipal Code Section 8.46.070 entitled "Mitigation" is hereby created to read as follows:

Upon conviction for a violation of this Chapter, in addition to any other factors deemed appropriate by the Court, the Court shall consider in mitigation whether or not the person immediately removed all personal property and litter, including but not limited to bottles, cans, and garbage from the campsite after being informed it was in violation of the law.

Lakewood municipal code section 8.46.080 entitled "Penalty" is hereby created to read as follows:

Any person found to be in violation of the terms of this chapter may be cited for a civil infraction and may be barred from city parks and facilities for a period of 30 days.

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 3. Effective Date. That this Ordinance shall be in full force and effect thirty (30) days after publication of the Ordinance Summary.

ADOPTED by the City Council this XX day of July, 2024.

CITY OF LAKEWOOD

Attest:

Jason Whalen, Mayor

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney