



LAKEWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, June 13, 2016

7:00 P.M.

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

Page No.

CALL TO ORDER

ITEMS FOR DISCUSSION:

- (3) 1. Alliance for South Sound Behavioral Health Coalition Presentation.
- (5) 2. Review of a franchise agreement with Astound Broadband, LLC dba WAVE, to install, operate and maintain a telecommunications system in city rights-of-way. – (Memorandum)
- (42) 3. Review of a boundary line adjustment at Tacoma Mall Boulevard right-of-way from 84th Street to 80th Street. – (Memorandum)
- (47) 4. Rental housing safety program update. – (Memorandum)

REPORTS BY THE CITY MANAGER

- (59) Review of a Washington State Department of Commerce grant for the South Sound Military Community Partnership to conduct a JBLM North Clear Zone Land/Property Evaluation and Relocation Study.

ITEMS TENTATIVELY SCHEDULED FOR THE JUNE 20, 2016 REGULAR CITY COUNCIL MEETING:

- 1. Business showcase. – Bite Me!
- 2. Recognizing the City's 20th Anniversary letter-writing competition winners and student art murals.
- 3. Approving an amendment to the agreement with Bruce Dees and Associates relative to Springbrook Park improvements. – (Motion – Consent Agenda)

The City Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk's Office, 589-2489, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

<http://www.cityoflakewood.us>

The Council Chambers will be closed 15 minutes after adjournment of the meeting.

4. Authorizing the execution of an agreement with the Washington State Department of Commerce, in the amount of \$50,000, relative to a JBLM North Clear Zone Land/Property Evaluation and Relocation Study. – (Resolution – Consent Agenda)
5. Awarding a bid for chip sealing city streets. – (Motion – Consent Agenda)
6. Granting a franchise to Astound Broadband, LLC, dba Wave, to install, operate and maintain a fiber optic-based telecommunications system within the public rights-of-way in the city of Lakewood. – (Ordinance – Regular Agenda)
7. Adopting the 2017-2022 Six Year Transportation Improvement Program. – (Resolution – Regular Agenda)

COUNCIL COMMENTS**ADJOURNMENT**

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Alliance for South Sound Behavioral Health Coalition

Co-Chairs

Brad Cheney, Executive Director, Ben B. Cheney Foundation
Bill Weyerhaeuser, PhD, President, Sequoia Foundation

Members

Scott Armstrong, President & CEO, Group Health Cooperative
Nancy Backus, Mayor, City of Auburn
Lois Bernstein, MultiCare Health System
Keith Blocker, Councilmember, City of Tacoma
Jim Boulanger, President, Patriot Fire Protection
Rhonda Brown, CHI Franciscan Health
State Representative Michelle Caldier, District 26
Anthony Chen, MD, Pierce County Health Department
Loren Cohen, Point Ruston, LLC
Jack Connelly, Connelly Law Offices
Brett Copeland, MD, Allenmore Psych. Associates
Frank Cuthbertson, Pierce County Superior Court
Joe Dacca, District Director, U.S. Congressman Derek Kilmer
State Senator Bruce Dammeier, District 25
Norm Dicks, former U.S. Congressman
Bea Dixon, Executive Director, Optum WA Regional Support Network
Melanie Dressell, President/CEO, Columbia Bank
David Flentge, President/CEO, Community Health Care
Curtis Greenfield, MD, Allenmore Psych. Associates
Brian Haynes, President/CEO, Rainier Connect
Tim Holmes, MultiCare Health System
Denny Hunthausen, Executive Director, Catholic Community Services
Bryan Jeter, Chief, City of Puyallup Police Dept.
State Representative Laurie Jenkins, District 27
Don Johnson, Commissioner, Port of Tacoma
Connie Ladenburg, Pierce County Council
Kathi Littmann, President/CEO, Greater Tacoma Community Foundation
Sara Long, MultiCare Health System
Mark Martinez, Executive Secretary, Pierce County Building & Construction Trades Council
Pat McCarthy, Pierce County Executive

Ryan Mello, Deputy Mayor, City of Tacoma
State Senator Mark Miloscia, District 30
Ingrid Gourley Mungia, MultiCare Health System
Toby Murray, President, Murray Pacific Corp.
Frank O'Donnell, MultiCare Health System
John Parrott, COO, Foss Maritime Co.
Paul Pastor, Pierce County Sheriff
Ketul J. Patel, CEO, CHI Franciscan Health
Rich Petrich, CHI Franciscan Health
Kierra Phifer, South Sound Director, U.S. Senator Patti Murray
Tom Pierson, CEO/President, Pierce County Chamber of Commerce
Col. Michael Place, MD, Commander, Madigan Army Medical Center
Lua Pritchard, Executive Director, Asia Pacific Cultural Center
Lyle Quasim, Community Leader, Tacoma-Pierce County Black Collective
Don Ramsdell, Chief, City of Tacoma Police Dept.
Rod Rassmussen, VP, CyberSecurity, Infoblox
Bob Redd, CEO/President, U.S. Oil Trading
Doug Richardson, Chair, Pierce County Council
Maya Richman, Student, University of Puget Sound
Bill Robertson, CEO/President, MultiCare Health System
Rob Roth, MD, MultiCare Health System
Nathaniel Schlicher, MD, CHI Franciscan Health
Herb Simon, Simon Johnson LLC
Bill Sterud, Chairman, Puyallup Tribal Council
Dave Stolz, CPA/PFS, CFP, Stolz and Associates
Rick Talbert, Councilmember, Pierce County Council
Pat Thompson, AFSCME
Robert Thoms, Councilmember, Tacoma City Council
Greg Unruh, President, Franciscan Foundation
Jim Vollendroff, King County Mental Health and Substance Abuse Division
Victoria Woodards, Councilmember, Tacoma City Council
LaTasha Wortham, District Director, State Representative Denny Heck
Dori Young, MultiCare Health System
Valerie Zeeck, Gordon Thomas Honeywell

New Behavioral Health Hospital

The Alliance for South Sound Health (a joint venture of MultiCare Health System and CHI-Franciscan Health) has been granted approval to build and operate a new behavioral health hospital.

The Washington State Department of Health approved the application from MultiCare Health System and CHI-Franciscan Health to jointly build and operate a new \$41 million behavioral health hospital in Tacoma. This collaboration will dramatically improve access to much needed behavioral health services for the residents of Pierce and South King Counties and the surrounding areas.

Currently the State of Washington ranks 48th out of 50 states for prevalence of mental health services compared to access to care, particularly when it comes to inpatient capacity. The national average for beds per 100,000 population is 26.1. Washington State averages 8.3 beds and Pierce County averages 2.8 beds per 100,000.

New Behavioral Health Hospital Facts

- 120 beds
- During a full year of operation, treatment provided to approximately 5000 patients
- Not-for-profit
- Treating adults, age 18 and older
- Voluntary and involuntary admissions
- Construction will begin in 2016 and is expected to be completed in 2018
- To be located on the Allenmore Hospital Campus on S. Union in Tacoma

Scope of Services

- Crisis stabilization unit – 16 beds
- Comprehensive psychiatric evaluation and treatment
- Medication review and management
- Individual and family counseling
- Anxiety reductions and mood stabilization
- Social support and resources for patients and family
- Co-occurring chemical dependency program
- Occupational and physical therapy
- Group activities
- Discharge planning

Community Benefits

- Great improvement in the number of adult inpatient beds available to our community to approximately 16.3 beds per 100,000 population
- The Crisis Stabilization Unit in the new hospital will be an emergency receiving site so law enforcement as well as ambulance and fire/medics will be able to transport directly to the site.
- The behavioral health hospital will provide new employment opportunities:
 - Over 40 full-time construction/fabrication/design positions for the duration of the construction
 - Over 300 hospital workers once the hospital is built



TO: Mayor and City Councilmembers
FROM: Adam Lincoln, Assistant to the City Manager
THROUGH: John J. Caulfield, City Manager *John J. Caulfield*
DATE: June 13, 2016
SUBJECT: Astound Broadband Franchise Agreement Update

Purpose: Astound Broadband LLC seeks to establish a franchise agreement with the City of Lakewood. At this time, Astound is only interested in establishing commercial internet services within the City. The scope of the franchise agreement allows for the establishment of a dark fiber network, which is meant for private commercial telecommunication uses and is similar to the type of network that is allowed for in the Zayo franchise agreement that was established with the City in 2013. The initial project that Astound will be working on is to establish a connection to the Lakewood Library (see attached map). Astound is not offering any cable television services and should it offer such services the City would require a new franchise agreement, similar to the Comcast agreement that was adopted by the City Council last year.

Analysis: Astound seeks to establish a franchise agreement with the City of Lakewood so that it can then create a dark fiber network for commercial use. The City of Lakewood has two similar agreements with Integra (2009) and Zayo (2013). The agreement allows for Astound to create a network that may be used for telecommunications purposes but may not be used for cable television services. This franchise agreement establishes specific guidelines that Astound will follow when working within the City right of way and for the imposition of a utility tax.

Term and extensions: 10 year agreement with a potential 5 year extension.

Franchise fees and other fees: The Federal Telecommunications Act does not allow the City to pursue any franchise fee with Astound unless it offers more than telecommunications services.

Utility Tax: Maintains existing utility tax at 6%. There is no revenue estimate at this time. Astound has indicated that projects being planned at this time are fairly small in scope. The Lakewood Library project is the only project planned at this time.

Street maintenance and undergrounding: The Agreement allows Astound to have access to the City right of way. Astound is then required to follow the applicable permit processes to conduct work and is required to restore all streets to the original state it was found in. The Public Works Director has the authority to sign off on the quality of the repairs.

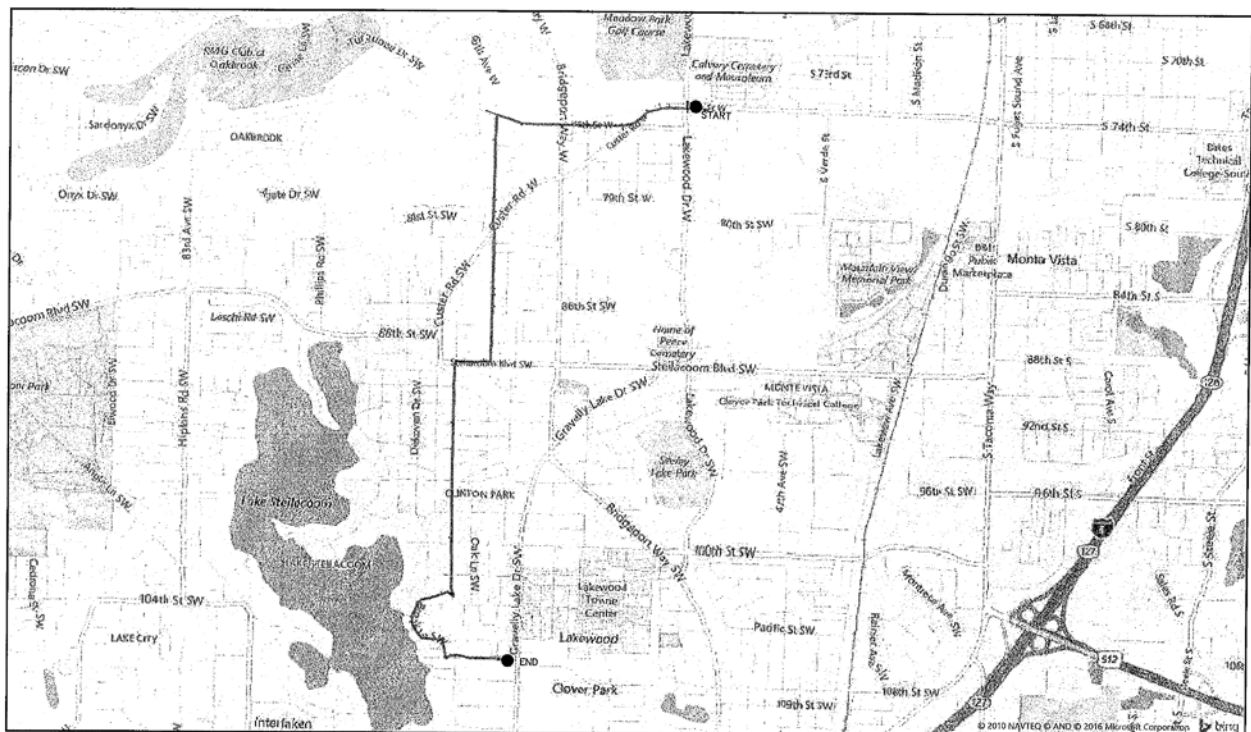
The Agreement includes language for undergrounding utilities. The Agreement does not require all of the fiber lines to be undergrounded, but it does state that if utilities in the area are already

underground and Astound chooses to run new line, they will also place their lines underground. In joint trenching situations, Astound will share in the costs of such an endeavor and will participate with other providers in any joint trenching projects to relocate overhead wiring to an underground facility.

Recommendation: It is recommended that the City Council authorize the execution of a franchise agreement between the City of Lakewood and Astound Broadband LLC.

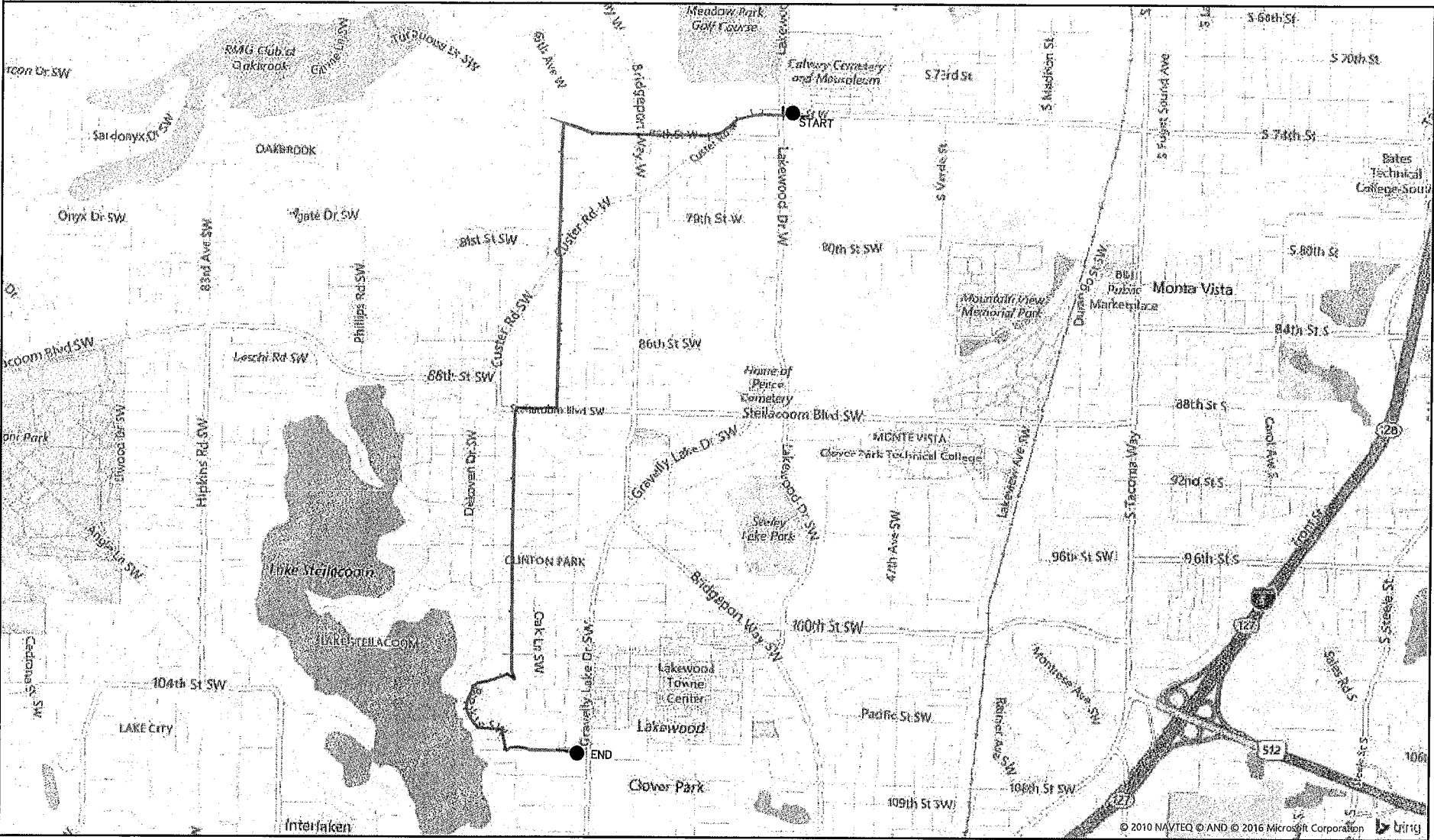
Proposed Route for Astound Project:

ADDRESS: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499
PROJECT NAME: 7484 - PCLS LAKEWOOD LIBRARY



SITE LOCATION

ADDRESS: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499
PROJECT NAME: 7484 - PCLS LAKEWOOD LIBRARY



SITE LOCATION

BILL OF MATERIALS

ITEMS	QUANTITY	UNITS	FURNISHED BY	PLACED BY	COMMENTS
FIBER AERIAL	17969	FT.			
FIBER STORAGE	5400	FT.			
1/4" EHS STRAND	18678	FT.			

CONTACTS

WAVE CONTACT:
CHRISTOPHER MANTLE
401 KIRKLAND PARKPLACE, SUITE # 500
KIRKLAND, WA 98033
C. 425.466.3245
CMANTLE@WAVEBROADBAND.COM

BRYSON BAILY
MGC TECHNICAL CONSULTING, INC.
PO BOX 332
BOTHELL, WA 98041
C.206.799.3001
BRYSON@MGCTECHNICAL.COM

SHEET INDEX

1. COVER SHEET / SITE LOCATION
2. LEGEND
3. GENERAL NOTES
4. PLAN VIEW A
5. TYPICALS
6. SITE PHOTOGRAPHS

SCOPE OF WORK:

FROM A PROPOSED SPLICE CASE ON THE SOUTH SIDE OF 74TH ST W. INSTALL FIBER CABLE USING AERIAL AND UNDERGROUND CONSTRUCTION WEST ON 74TH ST W, SOUTH ON CUSTER RD W, WEST ON 75TH ST W, SOUTH ON JOHN DOWER RD W, WEST ON STEILACOOM BLVD SW, SOUTH ON MEADOW RD SW, SOUTH ON BROOK LN SW AND EAST ON WILDAIRE RD SW TO AN EXISTING VAULT PLACED BY OTHERS ON THE SOUTH SIDE OF WILDAIRE RD SW.



Know what's below.
Call before you dig.



0 1250' 2500'

SCALE: 1"=2500'

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
<div><div>WAVE</div><div>MGC</div><div>TECHNICAL CONSULTING INC.</div></div>				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				

LEGEND

LINETYPES

	UG FIBER - EXISTING
	UG FIBER - PROPOSED
	AERIAL FIBER - EXISTING
	AERIAL FIBER - PROPOSED
	STRAND - EXISTING
	STRAND - PROPOSED
	CONDUIT - EXISTING
	CONDUIT - PROPOSED
	INNERDUCT - EXISTING
	INNERDUCT - PROPOSED
	GAS
	WATER
	TELEPHONE
	FIBER OPTIC
	ELECTRIC
	SANITARY SEWER (SEW)
	STORM DRAIN
	FENCE
	CABLE TV
	STEAM
	OIL
	UNKNOWN UTILITY
	RIGHT OF WAY
	EDGE OF PAVEMENT

SYMBOL	DESCRIPTION
ASW	ASPHALT SIDEWALK
BIP	BLACK IRON PIPE
BSP	BLACK STEEL PIPE
CSW	CONCRETE SIDEWALK
EOP	EDGE OF PAVEMENT
EOTW	EDGE OF TRAVEL WAY
FOC	FACE OF CURB
HDPE	HIGH DENSITY POLYETHYLENE
HH	HANDHOLE
JB	JUNCTION BOX
MH	MANHOLE
MP	MILE POST
O/S	OFFSET
PR	POWER RISER
PVC	POLY VINYL CHLORIDE
RGS	RIGID GALVANIZED STEEL CONDUIT
ROW	RIGHT OF WAY
STA.	STATION

	RISER
	TELEPHONE
	POWER VAULT
	CATCH BASIN/INLET
	FIRE HYDRANT
	TRANSMISSION/DISTRIBUTION
	TRANSMISSION
	DISTRIBUTION
	GROUND/BOND
	STREET LIGHT
	TREE
	CULVERT
	WING WALL
	BRIDGE
	MISC. UTILITY

	UTILITY POLE - EXISTING
	POLE - PROPOSED
	HANDHOLE - EXISTING
	HANDHOLE - PROPOSED
	MANHOLE - EXISTING
	MANHOLE - PROPOSED
	PULLBOX - EXISTING
	PULBOX - PROPOSED

	VAULT - EXISTING
	VAULT - PROPOSED

	AERIAL STORAGE - EXISTING
	AERIAL STORAGE - PROPOSED

	VAULT/BUILDING STORAGE - EXISTING
	VAULT/BUILDING STORAGE - PROPOSED

	POLE ANCHOR/DOWN GUY - EXISTING
	POLE ANCHOR/DOWN GUY - PROPOSED
	DOWN GUY TO EXISTING ANCHOR - PROPOSED

	TERMINATION - EXISTING
	TERMINATION - PROPOSED
	BUILDING CALLOUT - PROPOSED

	MANUFACTURER NAME
	MANUFACTURER NAME

	SEQUENTIAL CALLOUT
--	--------------------

	SEQUENTIAL IN TAIL CALLOUT
--	----------------------------

	SEQUENTIAL TAIL OUT CALLOUT
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POLE NO	N/A
UTILITY1	0'-0"

POLE NO	N/A
UTILITY1	0'-0"

1	CABLE FIBERS: FIBERS CABLE OWNER: OWNER CABLE LENGTH: LENGTH NOTES:
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1	CABLE FIBERS: FIBERS CABLE OWNER: OWNER CABLE LENGTH: LENGTH NOTES:
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1	CONDUIT OWNER: OWNER CONDUIT LENGTH: LENGTH CONDUIT QTY: CONDUITS CONDUIT SIZE: SIZE CONDUIT TYPE: TYPE INNER DUCT QTY: INNERDUCTS INNER DUCT SIZE: SIZE INNER DUCT TYPE: TYPE NOTES:
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1	CONDUIT OWNER: OWNER CONDUIT LENGTH: LENGTH CONDUIT QTY: CONDUITS CONDUIT SIZE: SIZE CONDUIT TYPE: TYPE INNER DUCT QTY: INNERDUCTS INNER DUCT SIZE: SIZE INNER DUCT TYPE: TYPE NOTES:
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1	STRAND TYPE: TYPE STRAND LENGTH: LENGTH NOTES:
---	--

1	STRAND TYPE: TYPE STRAND LENGTH: LENGTH NOTES:
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POLE ATTACHMENT CALLOUT - EXISTING
USE DYNAMIC PULL DOWN TO SELECT
FROM 1 TO 6 ATTACHMENTS

POLE ATTACHMENT CALLOUT - PROPOSED
USE DYNAMIC PULL DOWN TO SELECT
FROM 1 TO 6 ATTACHMENTS

CABLE SPAN CALLOUT - EXISTING
FOR USE ON PAPER SPACE (SHOWN AT 50X)

CABLE SPAN CALLOUT - PROPOSED
FOR USE ON PAPER SPACE (SHOWN AT 50X)

CONDUIT CALLOUT - EXISTING
FOR USE ON PAPER SPACE (SHOWN AT 50X)
WITH OR WITHOUT INNER DUCT INFO

CONDUIT CALLOUT - PROPOSED
FOR USE ON PAPER SPACE (SHOWN AT 50X)
WITH OR WITHOUT INNER DUCT INFO

STRAND CALLOUT - EXISTING
FOR USE ON PAPER SPACE (SHOWN AT 50X)

STRAND CALLOUT - PROPOSED
FOR USE ON PAPER SPACE (SHOWN AT 50X)



3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
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CONFIDENTIAL/PROPRIETARY				

GENERAL NOTES

GENERAL NOTES:

The locations of utilities shown on these drawing are only approximate. MGC TECHNICAL CONSULTING, INC. hereby disclaims any responsibility to third parties for the accuracy of this information. Persons working in the area covered by this drawing must contact the statewide Call-Before-You-Dig System to ascertain the location of underground utilities prior to performing any excavation.

- ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF UTILITY IMPROVEMENTS SHALL MEET OR EXCEED SITE WORK STANDARDS AND THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE CITY OF LAKEWOOD REGULATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK WITHIN PUBLIC R.O.W. OR EASEMENTS MAY REQUIRE INSPECTED AND APPROVED BY THE CITY OF LAKEWOOD INSPECTOR. INSPECTION SERVICES AND CONSTRUCTION CERTIFICATION TO BE PROVIDED BY DESIGNEE OF PROJECT SPONSOR/OWNER.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE CITY OF LAKEWOOD INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS IF REQUIRED.
- THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE CITY OF LAKEWOOD AND ALL UTILITY COMPANIES WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION, TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION, AND WITH A MINIMUM DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PARTIES AFFECTED BY ANY DISRUPTION OF ANY UTILITY SERVICE.
- THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND ONE (1) COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB ON-SITE AT ALL TIMES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO: EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
- IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
- ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
- FOR WORK AFFECTING PUBLIC ROADWAYS OR IF REQUIRED BY THE CITY OF LAKEWOOD, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL AND PHASING PLAN IN ACCORDANCE WITH M.U.T.C.D. FOR APPROVAL. PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN OR AFFECTING THE RIGHT-OF-WAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED BY SAID PLANS. PRIOR TO INSTALLATION A PRECONSTRUCTION CONFERENCE SHALL BE HELD WITH CITY OF LAKEWOOD.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED OR RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.
- PER AGENCY STANDARDS THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING RECORD INFORMATION ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE AND AVAILABLE TO THE CITY OF LAKEWOOD INSPECTOR AT ALL TIMES.
- DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. FOR ADDITIONAL INFORMATION CONTACT THE ENGINEER FOR CLARIFICATION AND NOTE ON THE RECORD DRAWINGS.
- ALL EROSION AND SEDIMENT CONTROL (E.S.C.) MEASURES SHALL BE INSTALLED AT THE LIMITS OF CONSTRUCTION PRIOR TO GROUND DISTURBING ACTIVITY. ALL E.S.C. MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.
- ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY IS SUBJECT TO THE JURISDICTION OF THE CITY OF LAKEWOOD ENGINEERING DEPARTMENT STANDARD DETAILS AND SPECIFICATIONS.
- ALL CONSTRUCTION OPERATIONS, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTH MOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED EQUIPMENT SHALL GENERALLY BE LIMITED TO THE TIME PERIOD APPROVED BY THE CITY OF LAKEWOOD.

- * A copy of the permit shall be on site at all times.
 - * All Where permits from state, county, city, railroad or government agencies are required all work performed will comply with these agencies standard specifications.
 - * Work areas to comply with OSHA/WISHA safety standards and traffic control plans approved in the permit.
 - * WDH reserves the right to inspect at any time the work being performed by the contractor. If the WDH representative determines that the work is not being performed to minimum quality standards, then the contractor shall provide rework at his own cost.
 - * Any change in project scope, including but not limited to, conduit length, conduit path, aerial path etc., must be approved by WDH representative.
 - * All footages are based on field gathered measurements, as such some variance should be anticipated. Adjust as needed.
- General Underground Construction Notes
- * Contractor is responsible for locating all utilities 48 hours prior to construction activity. See local directory for contact telephone number of local call before you dig agency.
 - * Any and all underground utilities encountered are the responsibility of the contractor to locate, protect, and repair, if damaged.
 - * Bore depths shall be a minimum of 36" deep. If 36" depth is not attainable, you must get the written approval of the WDH Construction Lead/Manager and document, in detail, the path and depth variance.
 - * Conduit sweeps at the sides of structures (buildings or poles) shall be Sched 40 PVC 3ft radius with bell ends down.
 - * Sweeps at poles shall be a minimum of 5" from the pole and/or line up with an empty spot on any existing riser brackets
 - * If no existing riser brackets are present, the conduit shall sweep up on the side of the pole with the 'butt gain' cut out.
 - * Sweeps at the side of a building shall be approx 2" from the wall to accommodate uni-strut to secure the conduit to the wall
 - * BRC fiber sticker 'flex posts' shall be installed along the bore path per the following criteria.
 - o Flex posts shall be place when bore path is 10ft or more from road edge or back of sidewalk in non urban areas
 - o Flex posts placement intervals
 - The first post shall be visible from the riser and the second post, BRC vault or the next riser (which ever s placed).
 - The second post shall be visible from the first post and third post or BRC vault or BRC riser (which ever is placed)
 - * All vaults shall be set on a 4" layer of drainable gravel material and conduit shall extend above the gravel surface.
 - * All vaults/handholes to be equipped with security lids with locking bolts.
 - * Conduit shall extend no more than 2" above gravel base inside of vaults or no more than 2" inside vault sidewall penetrations
 - * Concrete vault wall penetrations shall be grouted, inside and out
 - * When tying into an existing conduit a 'Y' or a 'T' must be used
 - * Proof conduit and install a Mule Tape pulling line and cap/plug to prevent earth materials from entering prior to placement of fiber
 - * Work area to be restored to 'like new' conditions (or better)
 - * Conduit ends shall only terminate inside of WDH or customer vaults / buildings. Unless specifically directed otherwise.
 - * Hard surface restoration (asphalt or concrete) must be restored within 3 weeks of job completion, or as weather permits
 - * All buried infrastructure must be accompanied with warning tape and a tracer wire
 - * Locate wire to be exposed at the base of any riser
 - * Locate wire in vaults to be tied off on vault rim for access without having to get inside vault
 - * All conduit to be plugged with expandable foam or duct seal after fiber is placed
 - * Install additional pulling line for future at time of fiber placement
 - * Bore depth profile shall include
 - Detailed description of 0.00 start station. including GPS coordinates (can be obtained from Google Earth in Degrees/Decimal format
 - Bore direction in Degree's-magnetic (can be obtained from Google Earth measuring tool
 - Bore vertical profile data at 10ft intervals with occasional detailed description of interval station, listed as x+xx ft and xx in dee
 - Lateral alignment in relation to the road curb or centerline listed as 0.00ft E-W-N or S of Curb, Fogline or Centerline

General Aerial Construction Notes

- * All work to be NESC compliant
- * Complete all make ready called for by SnoPUD/PSE and WDH in the Contractor Notes
- * Install strand, anchors and guying per SnoPUD/PSE requirements and WDH construction guidelines
- * Install anchors before strand is tensioned and fiber installed
- * All fiber sheaths will be double lashed
- * All WDH poles shall be installed with the 'butt gain' cut out, opposite from vehicular traffic
- * Pole setting depth shall be at least 15% of pole length
- * The top of the pole shall be NESC clearance complian
- * All risers shall be installed on the 'cut out' side of the pole where the 'Butt Gain' notch i
- * All risers to have BRC/WDH riser stickers in plain view
- * Conduit on risers shall always have the bell end down

Fiber Placement Notes

- * If WDH is co-occupying developer installed conduit with other Telcom facilities, we shall pull in a multi cell duct divider system, such as MaxCell and pull the WDH fiber in one of the cells
 - * Fiber optic identification tags shall be placed at every work pole, manhole, fiber, storage loops, splice cases and where indicated by project manager. Tags need to be placed so as to be read from the ground.
 - * All fiber in vaults and exposed in buildings shall have BRC/WDH 'ID Carrots' at input and output and at approx 60ft interval
 - * Cable lubrication shall be used to reduce pulling tension. Lubricants must not contain any petroleum products
 - * A 100 foot fiber coil must remain in all vaults unless otherwise noted
 - * All risers will be capped at all times.
 - * All slack stored in vaults shall be marked with colored tape at the 'ID carrots' to indicate direction to the next structure (vault or pole, NOT snowshoe)
 - The Center of the slack shall have the colored tape next to each other to indicate the center of the stored slack
 - RED tape for the next structure South - 2 bands RED and West - 1 band RED from current location
 - BLUE tape for next structure North - 2 bands BLUE and East - 1 band BLUE from the current location
 - * When preparing slack for a new splice closure, mark the center with colored tape to show direction
 - * If there is traffic control required at the splice location, please prep the splice tails for our splice
 - * If excess cable is pulled off the reel, NEVER cut the excess off. Always distribute the excess along the project path as follows
 - Under 60ft – store at the nearest slack storage
 - Over 60ft – call the PM to determine how to distribute
- Private property;
- * Coordinate with site contact at least 24hrs prior to starting any work on private property
 - * Cover customer equipment to prevent contamination from construction debris

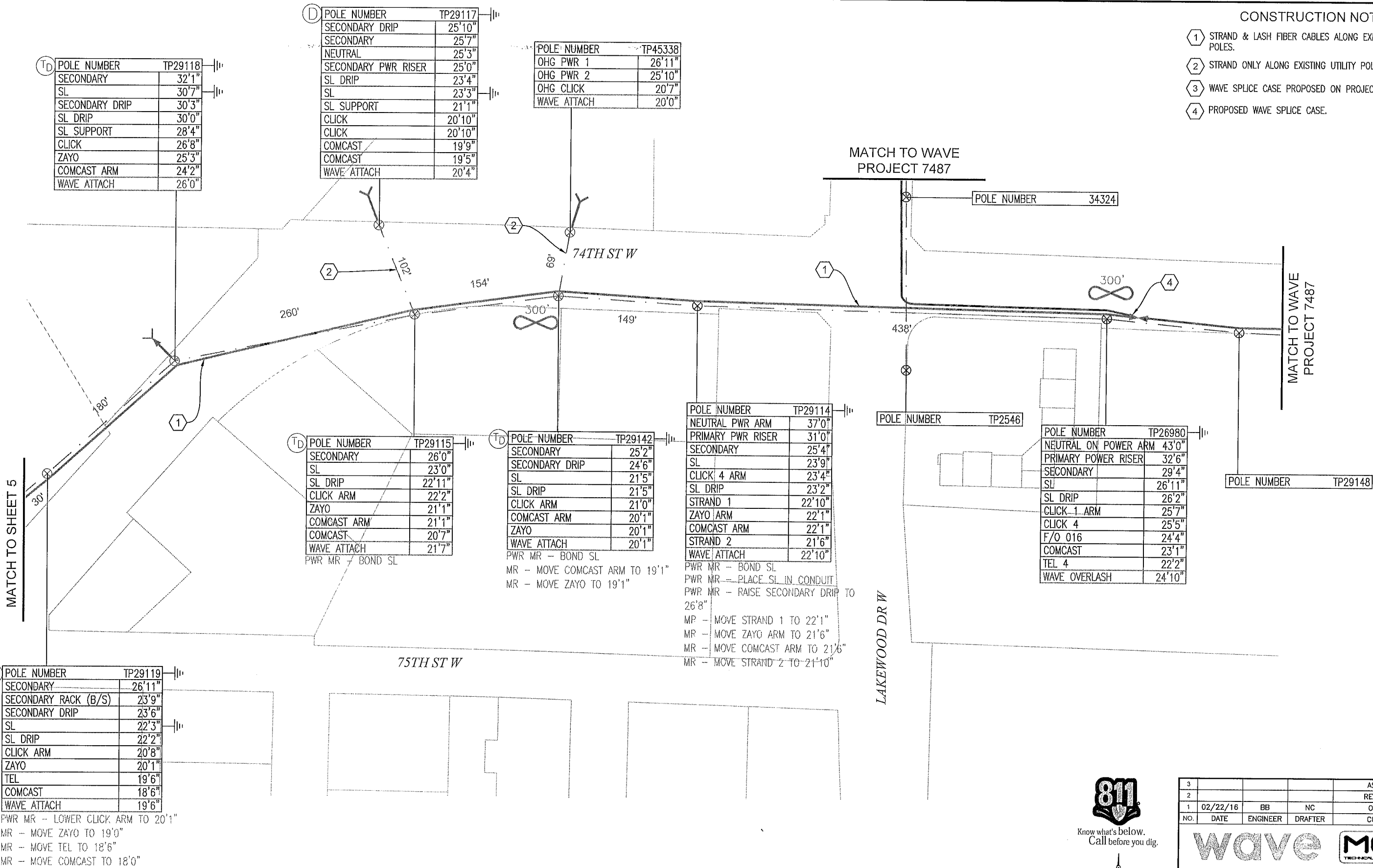


Know what's below.
Call before you dig.

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
<div><div>wave</div><div>MGC TECHNICAL CONSULTING INC.</div></div>				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				SHEET 22 OF 22

CONSTRUCTION NOTES

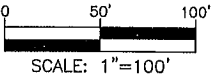
- 1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.
- 2 STRAND ONLY ALONG EXISTING UTILITY POLES.
- 3 WAVE SPLICE CASE PROPOSED ON PROJECT # 7486.
- 4 PROPOSED WAVE SPLICE CASE.



PLAN VIEW A



Know what's below.
Call before you dig.



3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
Wave MGC <small>TECHNICAL CONSULTING INC.</small>				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				

CONSTRUCTION NOTES

- 1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.
- 2 STRAND ONLY ALONG EXISTING UTILITY POLES.

PWR MP - RAISE SECONDARY TO 23'9"
PWR MP - RAISE SECONDARY DRIP TO 23'7"
PWR MP - BOND SL

POLE NUMBER	TP28114
SL 2 (B/S)	23'1"
SECONDARY	22'4"
SECONDARY DRIP	22'0"
SL DRIP 2	21'9"
SL	21'3"
SL DRIP	21'0"
SL SUPPORT 2	20'11"
CLICK	20'3"
ZAYO	19'2"
COMCAST	18'4"
WAVE ATTACH	19'9"

MATCH TO SHEET 4

PWR MR - LOWER CLICK TO 20'6"
MR - MOVE ZAYO ARM TO 19'6"
MR - MOVE COMCAST TO 19'0"

POLE NUMBER	TP29136
SECONDARY	25'2"
SECONDARY	24'2"
SECONDARY DRIP	23'11"
CLICK	21'4"
ZAYO ARM	20'6"
COMCAST	19'6"
WAVE ATTACH	20'0"

POLE NUMBER	TP29135
SECONDARY RACK	24'9"
SECONDARY DRIP	24'9"
SL DRIP	24'3"
SL	24'1"
CLICK	21'4"
ZAYO	20'4"
COMCAST	19'4"
WAVE ATTACH	20'10"

POLE NUMBER	TP29134
SECONDARY RACK	26'2"
SECONDARY DRIP	26'2"
SL	24'8"
SL DRIP	23'11"
CLICK	21'6"
ZAYO	20'4"
COMCAST	19'6"
OHG PWR	17'1"
WAVE ATTACH	20'11"

POLE NUMBER	TP28903
NEUTRAL	29'5"
SL	28'1"
SECONDARY	28'0"
SL DRIP	26'6"
F/O 1	23'8"
CLICK	22'9"
ZAYO	21'9"
COMCAST	20'7"
WAVE ATTACH	22'3"

POLE NUMBER	TP29133
SECONDARY	29'0"
SECONDARY DRIP	28'2"
CLICK	21'8"
ZAYO	20'5"
COMCAST	19'6"
WAVE ATTACH	21'0"

POLE NUMBER	TP31125
TOP OF SECONDARY ARM ARM	27'7"
SECONDARY ARM	27'2"
SECONDARY DRIP	26'8"
TEL	17'5"
WAVE ATTACH	20'0"

POLE NUMBER	TP28787
SECONDARY	27'7"
OHG-PWR	26'3"
SECONDARY RACK	25'6"
SECONDARY DRIP	25'4"
OHG PWR	25'4"
OHG PWR	24'4"
CLICK ARM	23'6"
COMCAST	22'10"
DOWNGUY COMCAST	22'6"
WAVE ATTACH	21'6"

PWR MR - LOWER CLICK ARM TO 22'0"
PWR MR - LOWER COMCAST TO 21'0"



Know what's below.
Call before you dig.

0 50' 100'
SCALE: 1"=100'

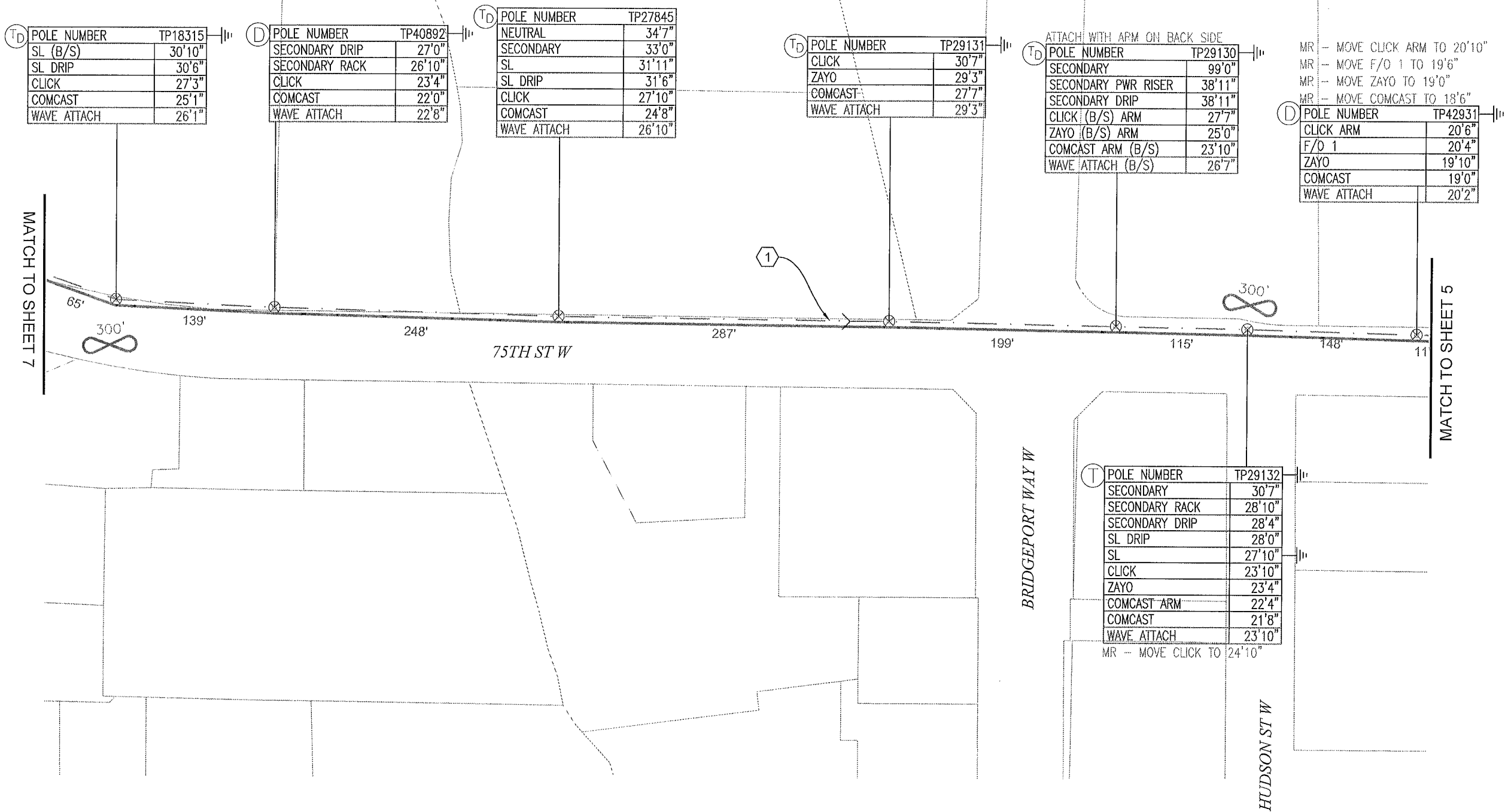
PLAN VIEW B

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
Wave MGC <small>TECHNICAL CONSULTING INC.</small>				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				

SHEET: 011 OF 22

CONSTRUCTION NOTES

1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.



PLAN VIEW C

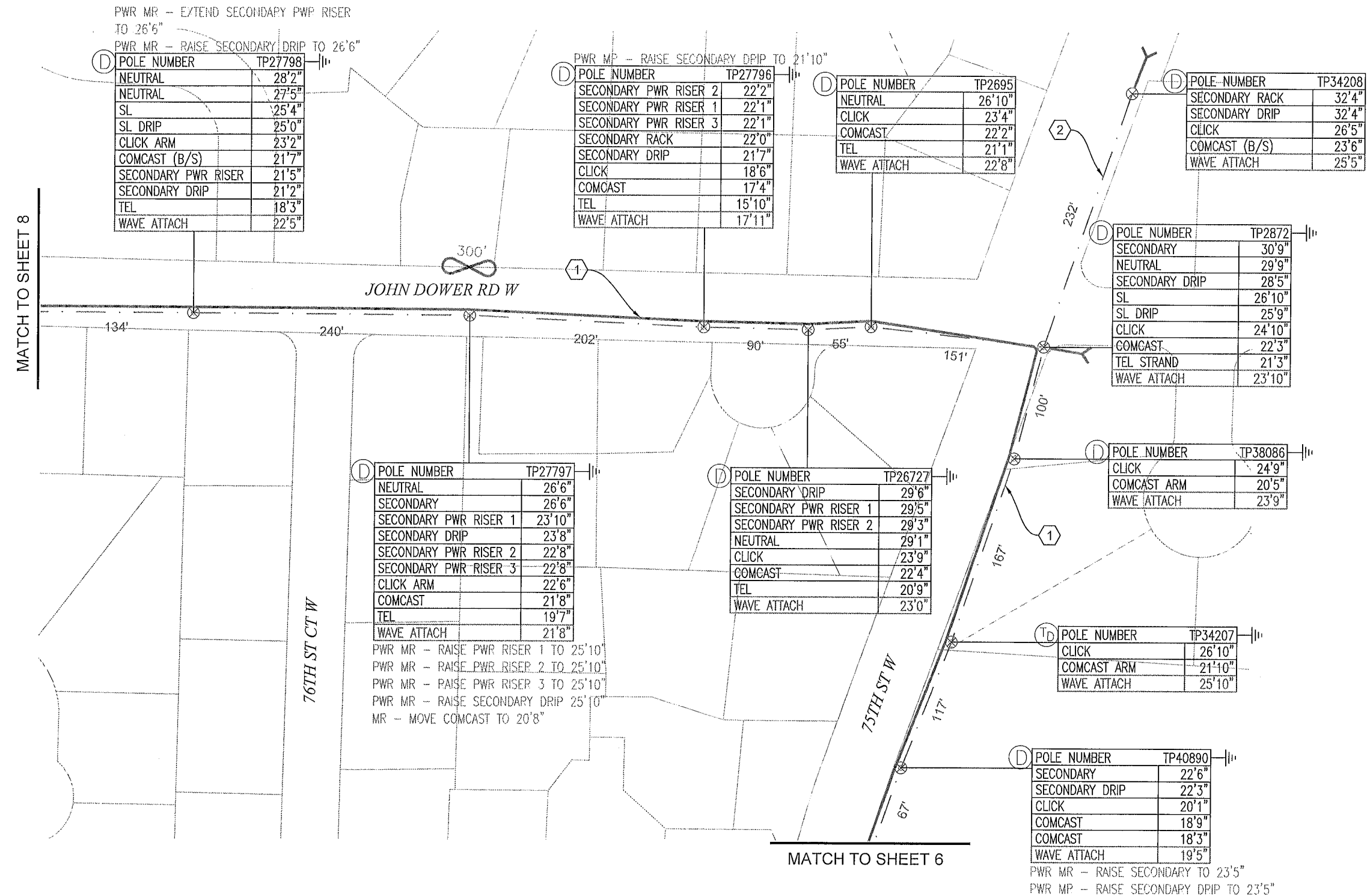


Know what's below.
Call before you dig.



0 50' 100'
SCALE: 1"=100'

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
Wave MGC TECHNICAL CONSULTING INC.				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				



- ### CONSTRUCTION NOTES
- 1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.
 - 2 STRAND ONLY ALONG EXISTING UTILITY POLES.

POLE NUMBER	TP27798
NEUTRAL	28'2"
NEUTRAL	27'5"
SL	25'4"
SL DRIP	25'0"
CLICK ARM	23'2"
COMCAST (B/S)	21'7"
SECONDARY PWR RISER	21'5"
SECONDARY DRIP	21'2"
TEL	18'3"
WAVE ATTACH	22'5"

POLE NUMBER	TP27796
SECONDARY PWR RISER 2	22'2"
SECONDARY PWR RISER 1	22'1"
SECONDARY PWR RISER 3	22'1"
SECONDARY RACK	22'0"
SECONDARY DRIP	21'7"
CLICK	18'6"
COMCAST	17'4"
TEL	15'10"
WAVE ATTACH	17'11"

POLE NUMBER	TP2695
NEUTRAL	26'10"
CLICK	23'4"
COMCAST	22'2"
TEL	21'1"
WAVE ATTACH	22'8"

POLE NUMBER	TP34208
SECONDARY RACK	32'4"
SECONDARY DRIP	32'4"
CLICK	26'5"
COMCAST (B/S)	23'6"
WAVE ATTACH	25'5"

POLE NUMBER	TP2872
SECONDARY	30'9"
NEUTRAL	29'9"
SECONDARY DRIP	28'5"
SL	26'10"
SL DRIP	25'9"
CLICK	24'10"
COMCAST	22'3"
TEL STRAND	21'3"
WAVE ATTACH	23'10"

POLE NUMBER	TP38086
CLICK	24'9"
COMCAST ARM	20'5"
WAVE ATTACH	23'9"

POLE NUMBER	TP34207
CLICK	26'10"
COMCAST ARM	21'10"
WAVE ATTACH	25'10"

POLE NUMBER	TP40890
SECONDARY	22'6"
SECONDARY DRIP	22'3"
CLICK	20'1"
COMCAST	18'9"
COMCAST	18'3"
WAVE ATTACH	19'5"

PLAN VIEW D



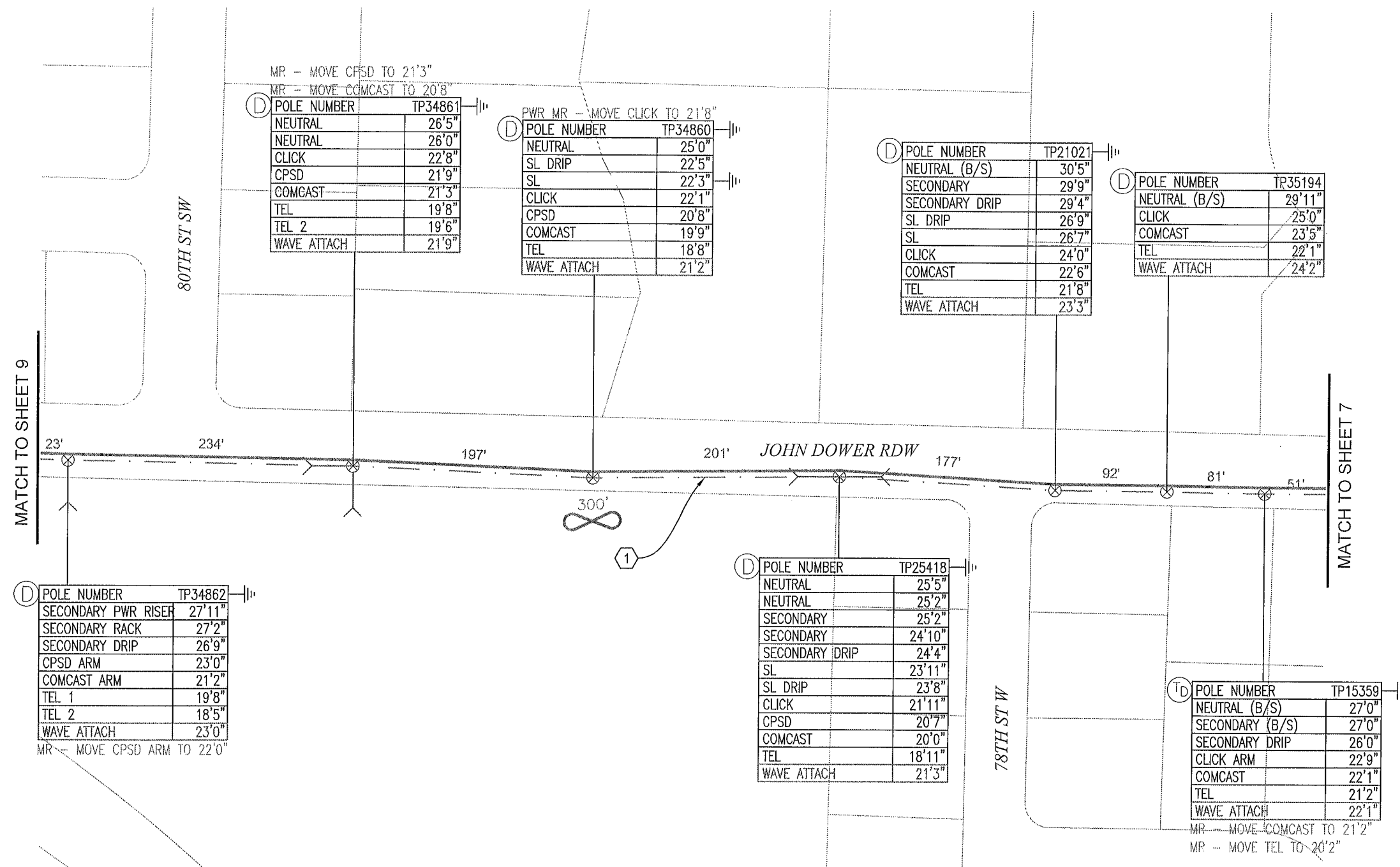
0 50' 100'

SCALE: 1"=100'

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW				
LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300				
WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				
SHEET: 013				22

CONSTRUCTION NOTES

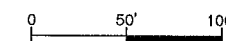
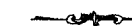
1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.



PLAN VIEW E



Know what's below.
Call before you dig.



SCALE: 1"=100'

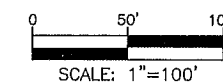
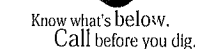
3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT



WAVE ENGINEER: CHRISTOPHER MANTLE
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.
PROJECT NUMBER: 7484
LOCATION: 6300 WILDAIRE RD SW
LAKEWOOD WA, 98499
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300
WILDAIRE RD SW - LAKEWOOD.dwg
CONFIDENTIAL/PROPRIETARY SHEET 014

1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.

2 STRAND ONLY ALONG EXISTING UTILITY POLES.

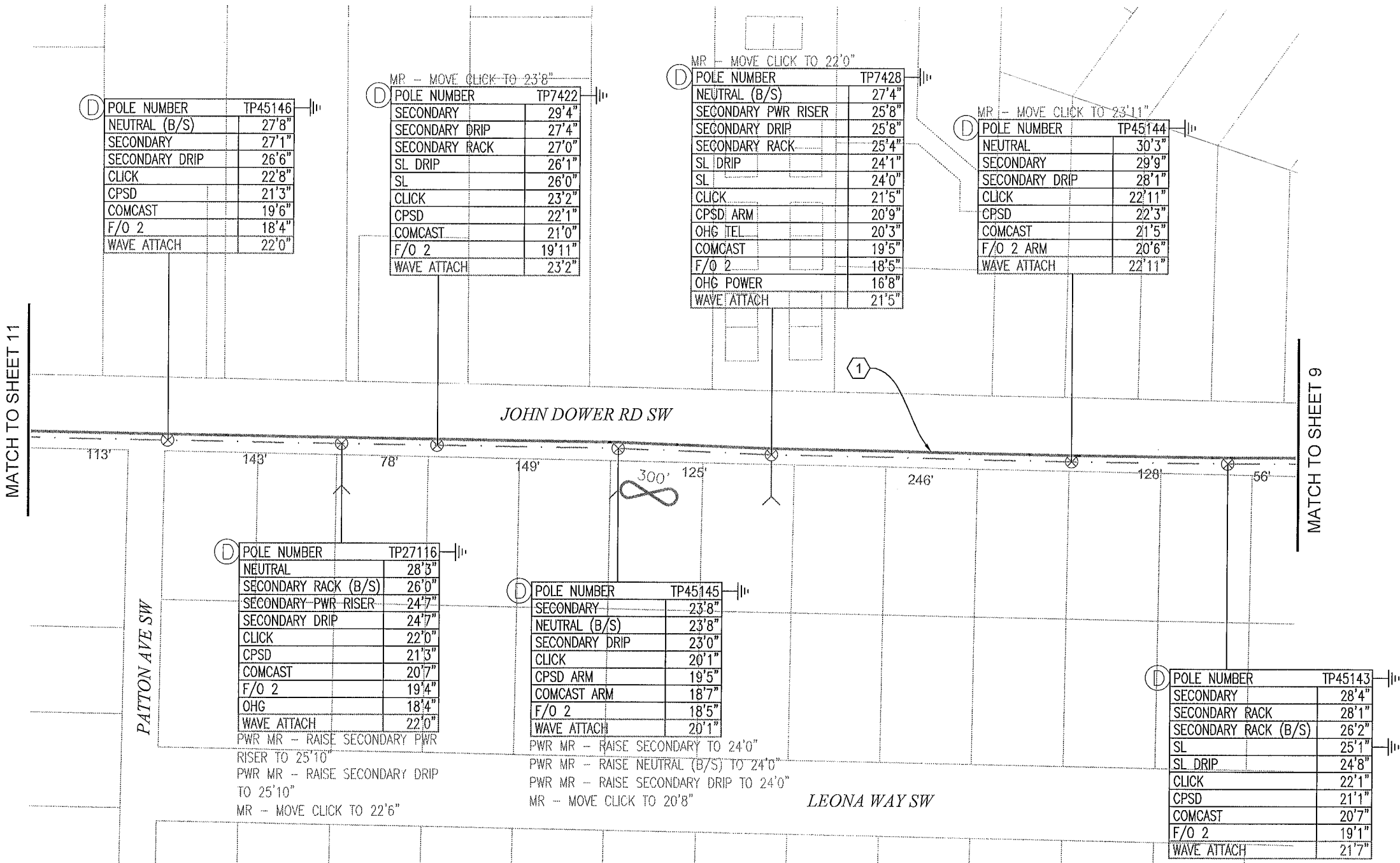


Wave **MGC**
TECHNICAL CONSULTING INC.

WAVE ENGINEER: CHRISTOPHER MANTLE
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.
PROJECT NUMBER: 7484
LOCATION: 6300 WILDAIRE RD SW
LAKEWOOD WA, 98499
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300
WILDAIRE RD SW - LAKEWOOD.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 01

CONSTRUCTION NOTES

1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.



PLAN VIEW G



Know what's below.
Call before you dig.



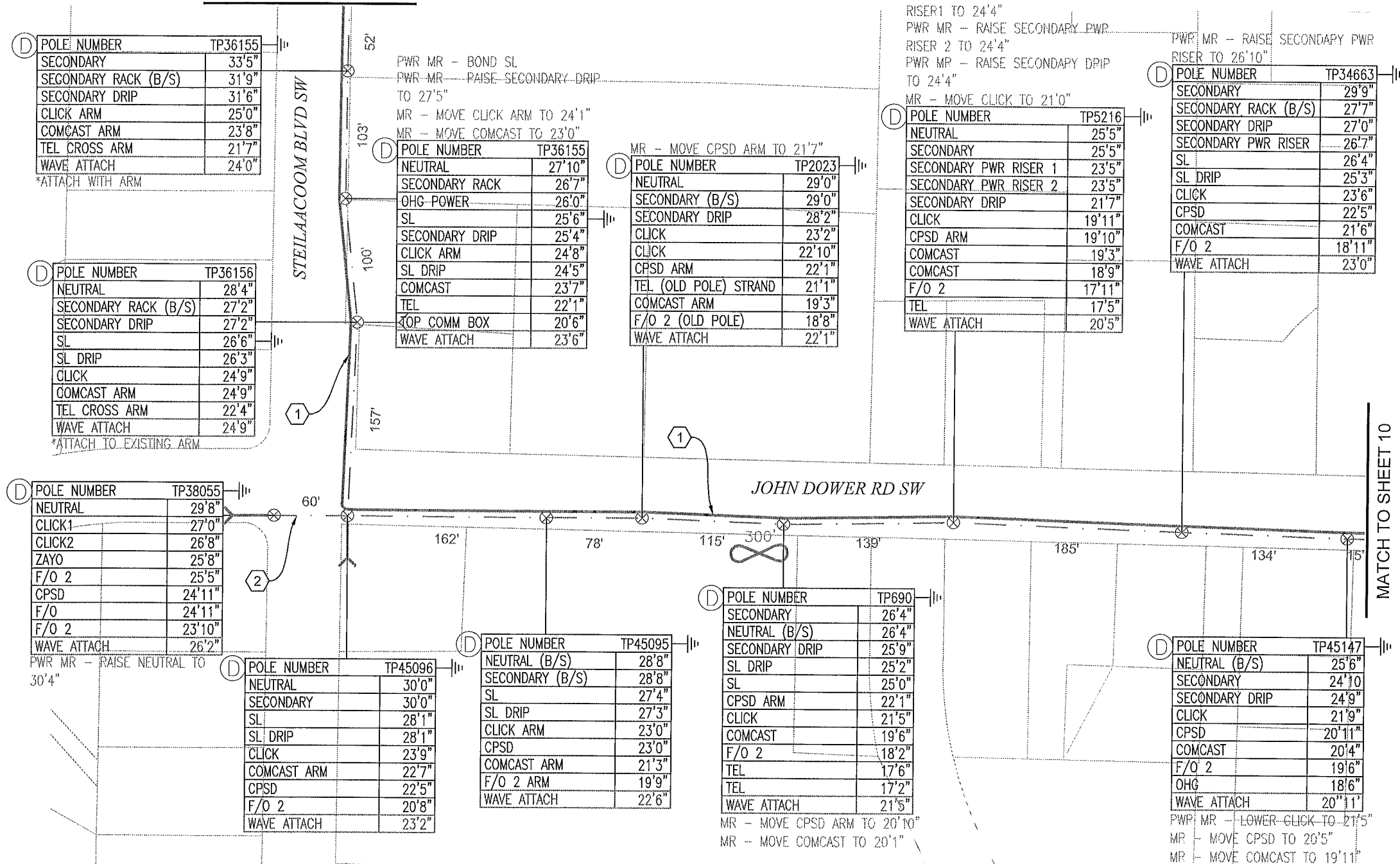
0 50' 100'
SCALE: 1"=100'

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
<div>WaveMGC</div>				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				SHEET 016 22

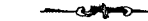
CONSTRUCTION NOTES

- 1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.
- 2 STRAND ONLY ALONG EXISTING UTILITY POLES.

MATCH TO SHEET 12



Know what's below.
Call before you dig.

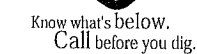


SCALE: 1"=100'



PLAN VIEW H

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				

1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.



3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT

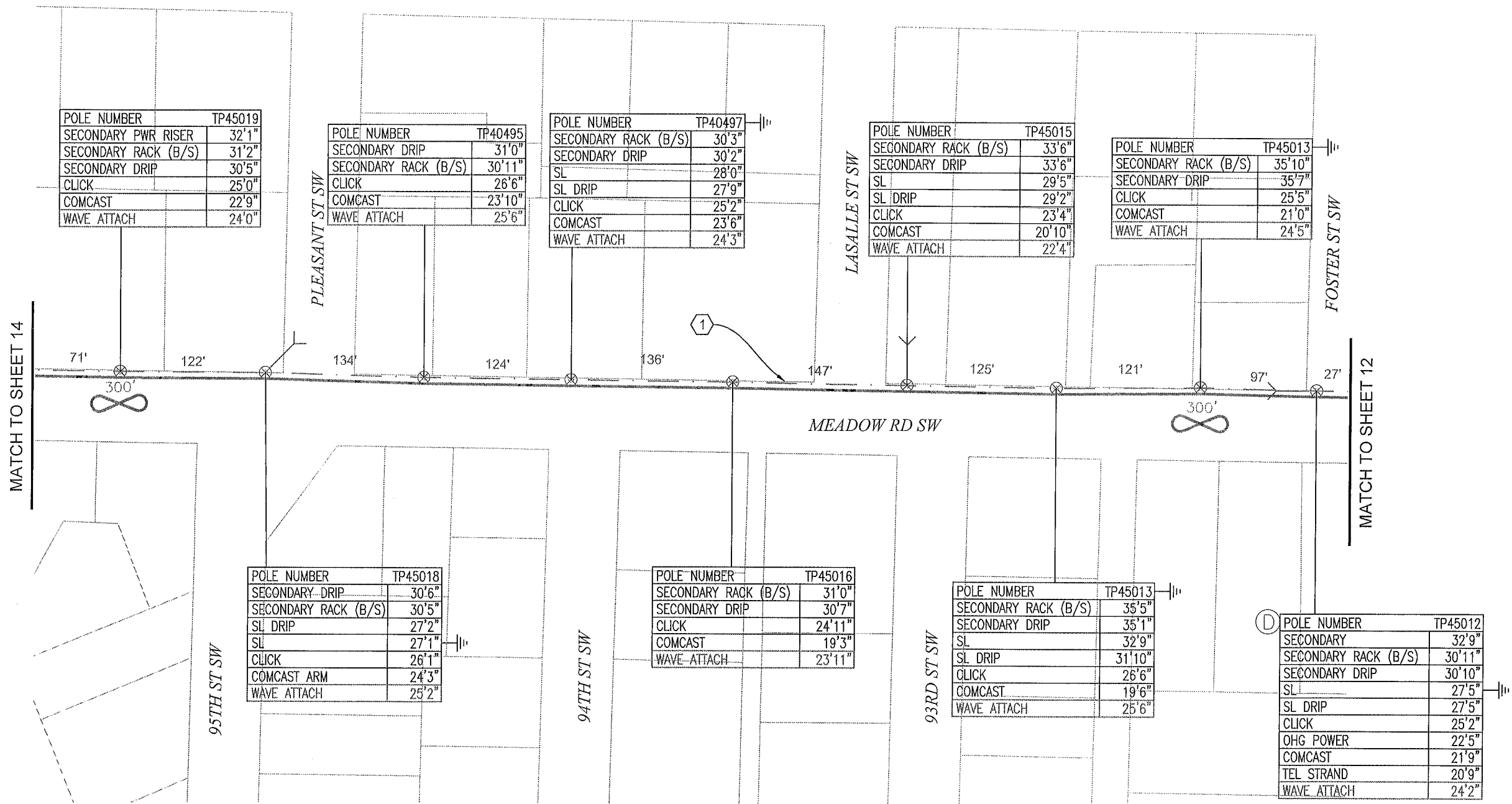
WAVE ENGINEER: CHRISTOPHER MANTLE
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.
PROJECT NUMBER: 7484
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg
CONFIDENTIAL/PROPRIETARY

SHEET 018

22

CONSTRUCTION NOTES

1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.



PLAN VIEW J



Know what's below.
Call before you dig.

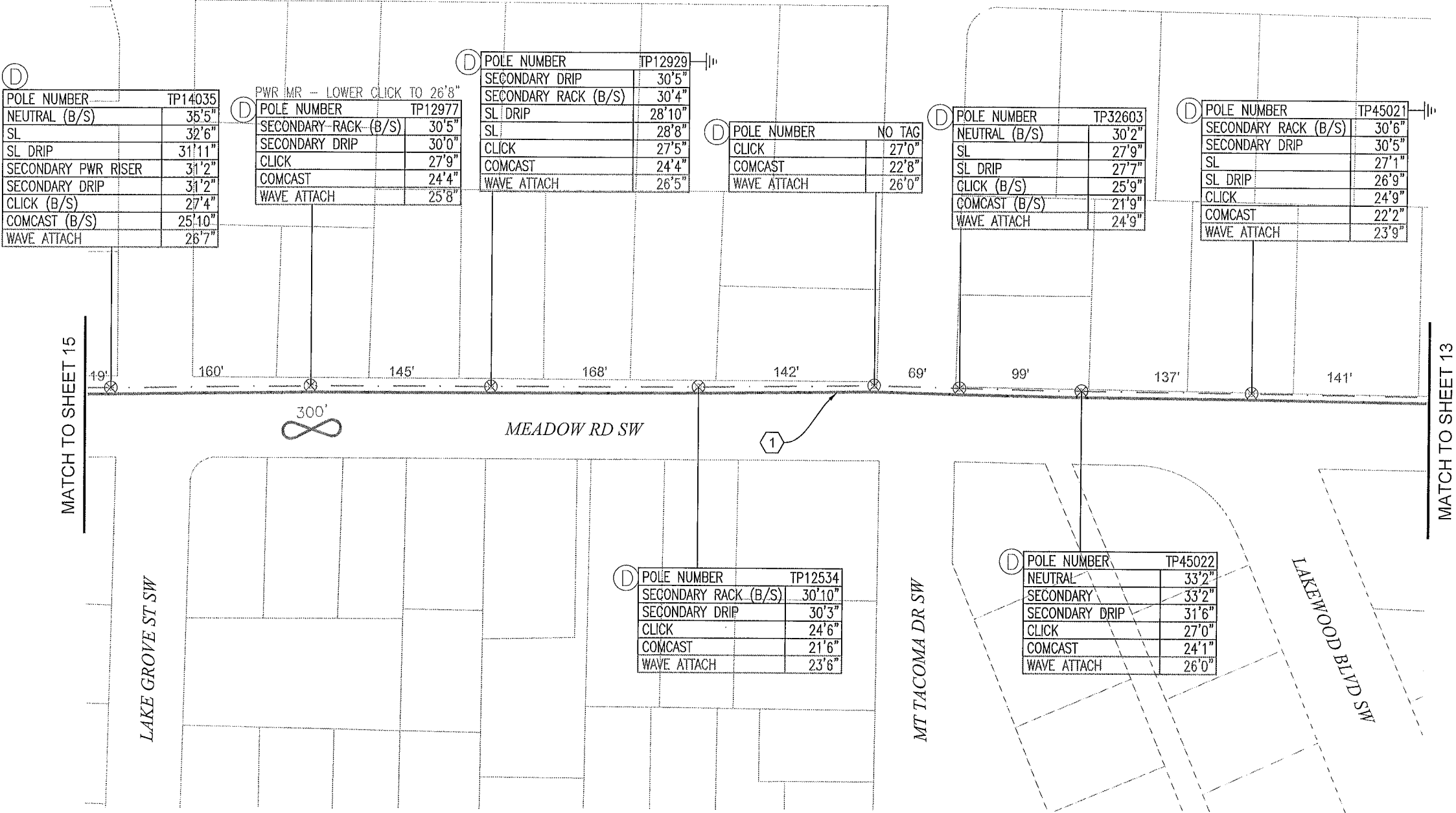


SCALE: 1"=100'

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
Wave MGC TECHNICAL CONSULTING INC.				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				SHEET 019 22

CONSTRUCTION NOTES

1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.



PLAN VIEW K



Know what's below.
Call before you dig.

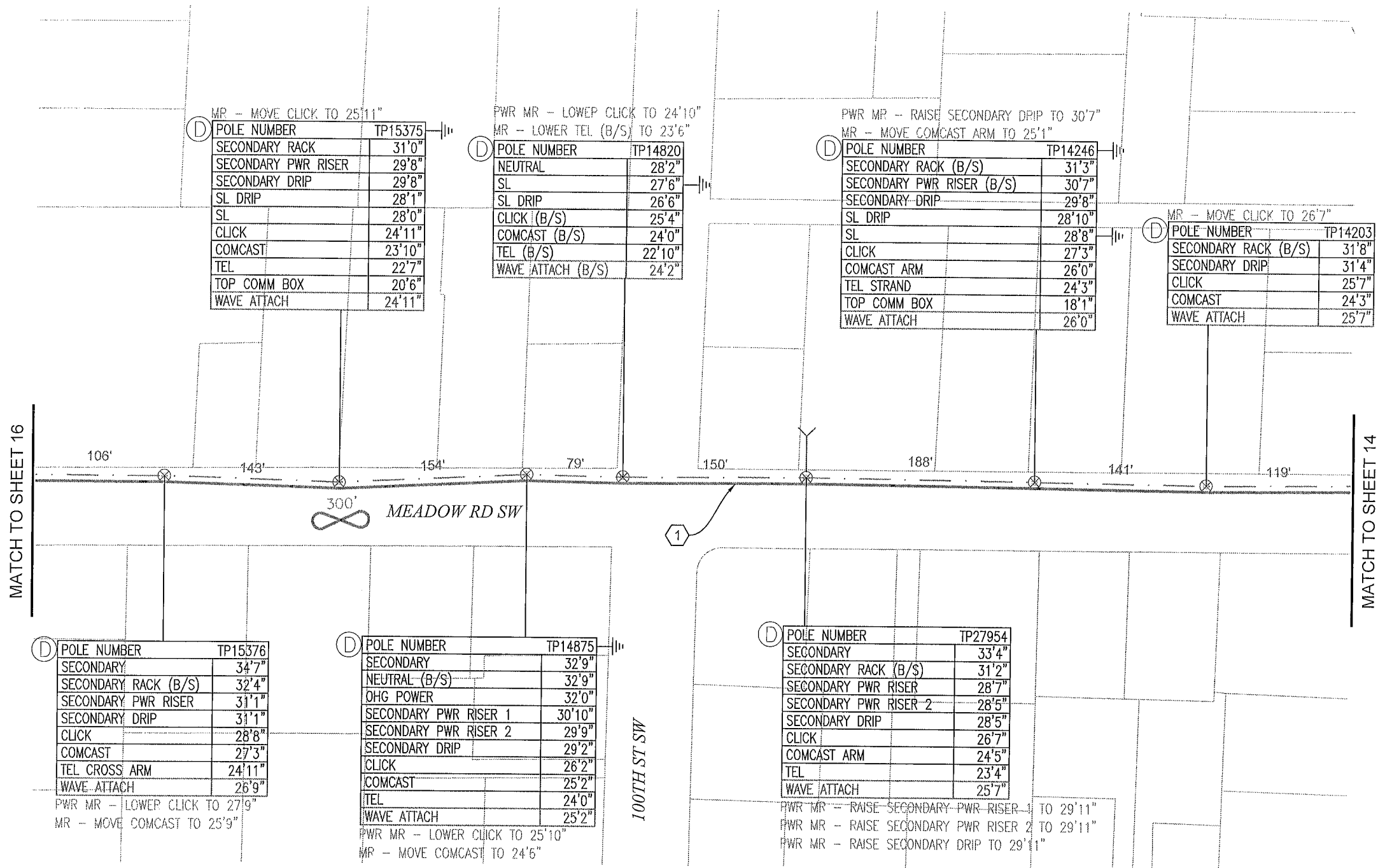


SCALE: 1"=100'

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
Wave MGC TECHNICAL CONSULTING INC.				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				
SHEET: 020				22

CONSTRUCTION NOTES

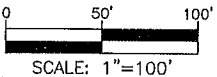
1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.



PLAN VIEW L

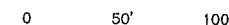
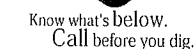


Know what's below.
Call before you dig.





3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
Wave MGC TECHNICAL CONSULTING INC.				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				

1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.



SCALE: 1"=100

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT

WAVE ENGINEER: CHRISTOPHER MANTLE
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.
PROJECT NUMBER: 7484
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg
CONFIDENTIAL/PROPRIETARY

SHEET **022** OF 22

CONSTRUCTION NOTES

- 1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.
- 2 STRAND ONLY ALONG EXISTING UTILITY POLES.

POLE NUMBER	TP28297
SECONDARY RACK	26'3"
SECONDARY PWR RISER	23'8"
SECONDARY DRIP	23'8"
CLICK	21'11"
COMCAST	20'9"
WAVE ATTACH	21'11"

PWR MR - EXTEND SECONDARY PWR RISER TO 26'3"
PWR MR - RAISE SECONDARY DRIP TO 26'3"
MR - MOVE CLICK TO 22'11"

POLE NUMBER	TP28294
SECONDARY RACK	29'3"
SECONDARY DRIP	29'2"
CLICK	25'9"
COMCAST	24'7"
WAVE ATTACH	24'7"

MR - MOVE COMCAST TO 23'7"

POLE NUMBER	TP28293
NEUTRAL	28'9"
CLICK	20'3"
COMCAST	18'9"
WAVE ATTACH	19'3"

POLE NUMBER	TP45341
NEUTRAL	27'5"
SECONDARY RACK	26'2"
SECONDARY PWR RISER 1	24'10"
SECONDARY PWR RISER 3	24'4"
SECONDARY PWR RISER 2	24'2"
SECONDARY DRIP	24'2"
SL	23'11"
CLICK	20'10"
COMCAST	19'10"
WAVE ATTACH	20'4"

POLE NUMBER	TP28298
SECONDARY	29'9"
SECONDARY RACK	27'7"
SECONDARY PWR RISER 1	26'11"
SL	26'0"
SL DRIP	26'0"
SECONDARY PWR RISER 2	25'8"
SECONDARY PWR RISER 3	25'3"
CLICK	21'11"
COMCAST	20'4"
TOP COMM BOX	18'0"
WAVE ATTACH	21'5"

POLE NUMBER	TP28299
NEUTRAL	30'2"
SECONDARY DRIP	29'1"
CLICK	25'9"
COMCAST	23'1"
WAVE ATTACH	24'9"

POLE NUMBER	TP28304
SECONDARY	27'1"
NEUTRAL	26'7"
SECONDARY DRIP	24'0"
CLICK	22'11"
COMCAST	21'5"
WAVE ATTACH	21'11"

POLE NUMBER	TP35165
SECONDARY	29'1"
SECONDARY DRIP	27'2"
SECONDARY RACK	26'11"
CLICK (B/S)	22'11"
COMCAST (B/S)	21'5"
WAVE ATTACH (B/S)	22'5"

POLE NUMBER	TP28300
SECONDARY	31'1"
SL	29'7"
SECONDARY RACK	28'11"
SL DRIP	28'10"
SECONDARY PWR RISER	27'3"
SECONDARY DRIP	26'10"
COMMUNICATIONS ARM	22'4"
WAVE ATTACH	22'4"

*WAVE TO ATTACH TO COMMUNICATIONS ARM

POLE NUMBER	TP40787
NEUTRAL (B/S)	28'7"
SECONDARY RACK	26'1"
SECONDARY PWR RISER	24'8"
SECONDARY DRIP	24'8"
CLICK	21'11"
COMCAST	20'9"
WAVE ATTACH	20'9"

PWR MR - LOWER CLICK TO 21'3"
MR - MOVE COMCAST TO 20'3"

POLE NUMBER	TP31011
NEUTRAL	24'4"
SECONDARY DRIP	21'8"
SECONDARY RACK	21'6"
CLICK	19'3"
COMCAST	17'11"
WAVE ATTACH	19'3"

PWR MR - RAISE SECONDARY RACK TO 24'0"
PWR MR - RAISE SECONDARY DRIP TO 24'0"
MR - MOVE CLICK TO 20'3"

POLE NUMBER	TP28306
SECONDARY	23'6"
OHG CLICK	19'5"
OHG COMCAST	18'11"
SECONDARY PWR RISER 1	18'2"
SECONDARY PWR RISER 2	18'0"
SECONDARY DRIP	18'0"
WAVE ATTACH	19'5"

PWR MR - EXTEND SECONDARY PWR RISER 1, 2, AND 3 TO 23'6"
PWR MR - RAISE SECONDARY DRIP TO 23'6"
MR - MOVE OHG TO 19'11"

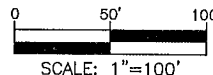
MATCH TO SHEET 18

MATCH TO SHEET 16

PLAN VIEW N



Know what's below.
Call before you dig.



3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
<div> <div>WAVE</div> <div>MGC</div> </div>				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW				
LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300				
WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				
SHEET				023 22

CONSTRUCTION NOTES

- 1 STRAND & LASH FIBER CABLES ALONG EXISTING UTILITY POLES.
- 5 PROPOSED (1) 2" RISER ON EXISTING UTILITY POLE. PULL FIBER CABLES THROUGH.

POLE NUMBER	TP38840
NEUTRAL	29'3"
SECONDARY	28'5"
SECONDARY DRIP	27'4"
CLICK	22'2"
COMCAST	20'7"
TEL	18'3"
WAVE ATTACH	21'2"

PWR MR - LOWER CLICK TO 23'11"
MR - MOVE COMCAST TO 21'11"

POLE NUMBER	TP28279
SECONDARY	29'7"
NEUTRAL	28'11"
SL	27'9"
SECONDARY DRIP	27'3"
SL DRIP	26'0"
CLICK	25'3"
COMCAST	23'11"
WAVE ATTACH	22'11"

PWR MR - LOWER CLICK TO 22'8"
MR - MOVE COMCAST TO 20'8"

POLE NUMBER	TP33975
SECONDARY RACK	27'5"
SECONDARY PWR RISER	26'7"
SL	26'6"
SECONDARY DRIP	26'2"
SL DRIP	26'1"
CLICK	23'9"
COMCAST	22'8"
WAVE ATTACH	21'8"

MR - MOVE CLICK TO 24'10"

POLE NUMBER	TP23677
SECONDARY	31'5"
NEUTRAL	30'9"
SECONDARY PWR RISER	28'8"
SECONDARY DRIP	28'5"
CLICK	23'10"
COMCAST	22'9"
WAVE ATTACH	23'10"

PWR MR - RAISE SECONDARY DRIP TO 24'8"
PWR MR - LOWER CLICK TO 20'11"
MR - MOVE COMCAST TO 19'11"

POLE NUMBER	TP30330
NEUTRAL	25'3"
SECONDARY	24'8"
SECONDARY DRIP	24'1"
CLICK	21'10"
COMCAST	20'11"
TEL	19'2"
WAVE ATTACH	20'5"

MATCH TO SHEET 17

POLE NUMBER	TP28311
NEUTRAL	31'9"
CLICK	23'3"
COMCAST	21'3"
TEL	20'2"
WAVE ATTACH	22'3"

POLE NUMBER	TP28275
NEUTRAL	28'1"
CLICK	24'9"
COMCAST	24'3"
WAVE ATTACH	24'3"

MR - MOVE COMCAST TO 23'3"

POLE NUMBER	TP28280
NEUTRAL	33'0"
SECONDARY RACK	31'8"
SECONDARY DRIP	31'8"
SL	30'1"
SL DRIP	30'1"
CLICK	26'7"
COMCAST	25'8"
WAVE ATTACH	25'8"

MR - MOVE COMCAST TO 24'8"

POLE NUMBER	TP23753
SECONDARY	29'3"
SECONDARY RACK	28'7"
SECONDARY PWR RISER	26'5"
SECONDARY DRIP	25'10"
CLICK	22'5"
COMCAST	20'8"
WAVE ATTACH	21'5"

POLE NUMBER	TP15631
NEUTRAL	30'10"
SECONDARY	29'10"
SECONDARY DRIP	28'10"
CLICK ARM	21'10"
CLICK	21'3"
COMCAST	19'9"
COMCAST	19'5"
OHG POWER	16'10"
WAVE ATTACH	20'3"

MATCH TO SHEET 19

PLAN VIEW O



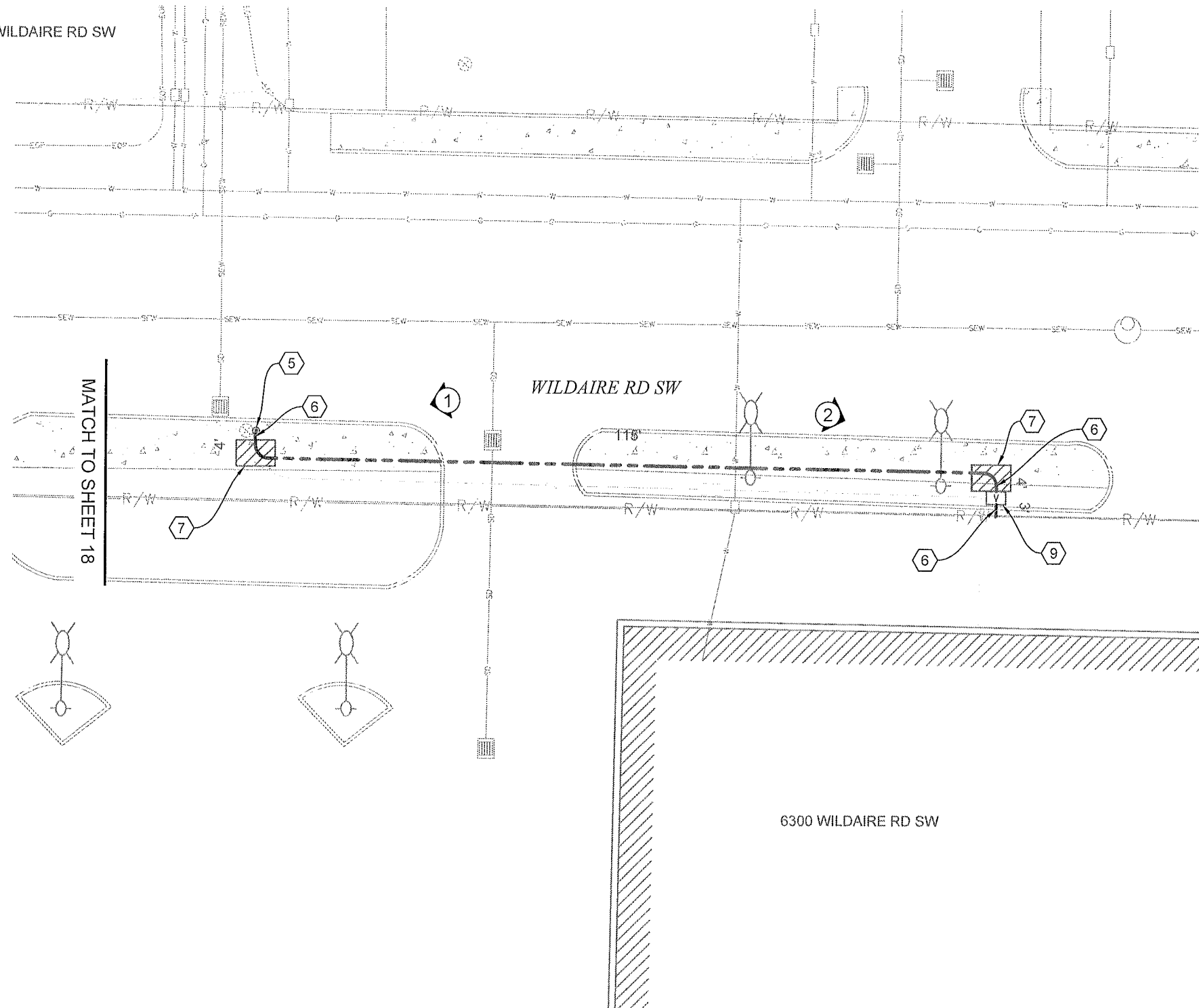
Know what's below.
Call before you dig.



0 50' 100'
SCALE: 1"=100'

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
Wave MGC TECHNICAL CONSULTING INC.				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				

6315 WILDAIRE RD SW



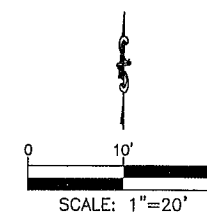
CONSTRUCTION NOTES

- 5 PROPOSED (1) 2" RISER ON EXISTING UTILITY POLE. PULL FIBER CABLES THROUGH.
- 6 PROPOSED TRENCH (1) 2" CONDUIT. PULL FIBER CABLES THROUGH. REPAIR SURFACE PER LOCAL JURISDICTION STANDARDS.
- 7 PROPOSED 4'X6' BORE PIT. REPAIR SURFACE PER LOCAL JURISDICTION STANDARDS.
- 8 PROPOSED BORE (1) 2" CONDUIT. CONTRACTOR TO POT HOLE UTILITIES PRIOR TO BORE. PULL FIBER CABLES THROUGH.
- 9 PROPOSED (1) 24"X36"X24" VAULT. CORE VAULT AND PLACE CONDUIT FROM TRENCH. COIL FIBER CABLES THOUGH.

SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET 22 FOR SITE PHOTOGRAPHS.



Know what's below.
Call before you dig.



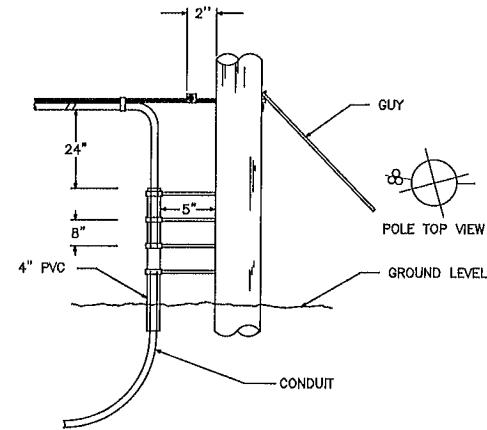
3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
Wave MGC TECHNICAL CONSULTING INC.				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				

PLAN VIEW P

AERIAL TYPICALS

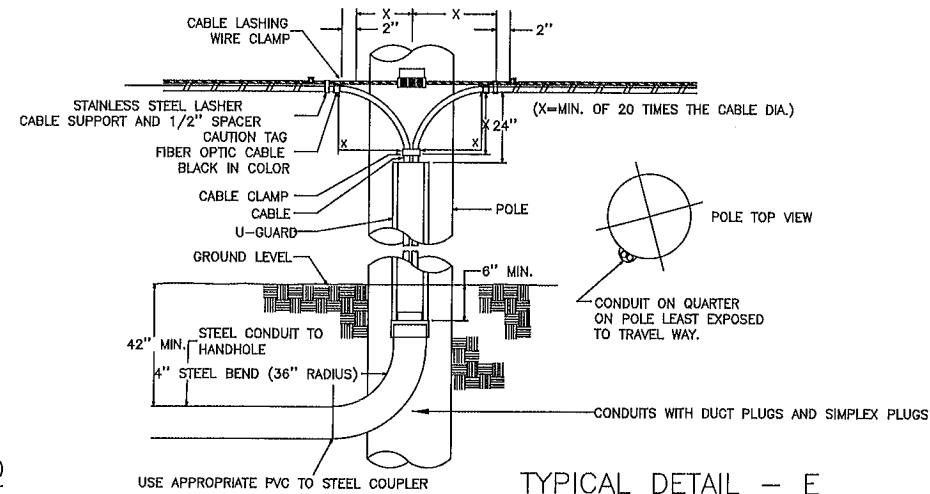
TYPICAL DETAIL — A

POLE ARRANGEMENT FOR AERIAL TO BURIED CABLE



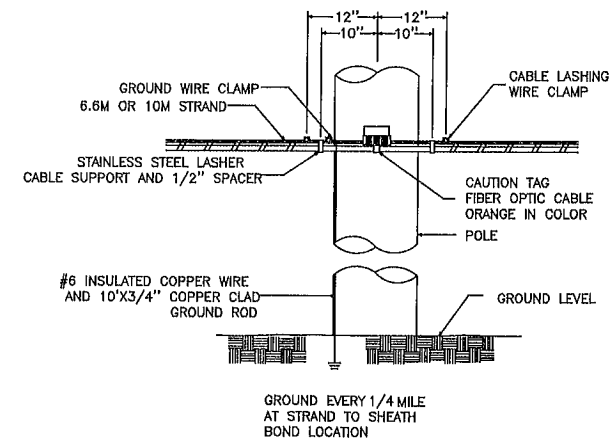
TYPICAL DETAIL — B

POLE ARRANGEMENT FOR REPEATER
OR HANDHOLE LOCATION

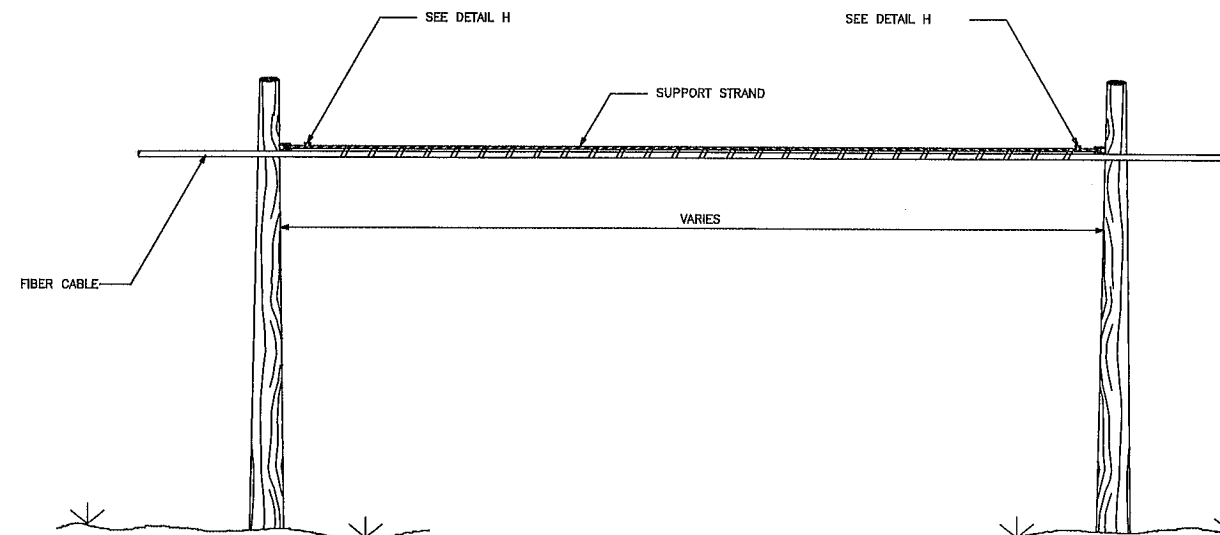


TYPICAL DETAIL — C

TYPICAL CABLE & HARDWARE INSTALLATION
(6.6M STRAND \ 10M STRAND)

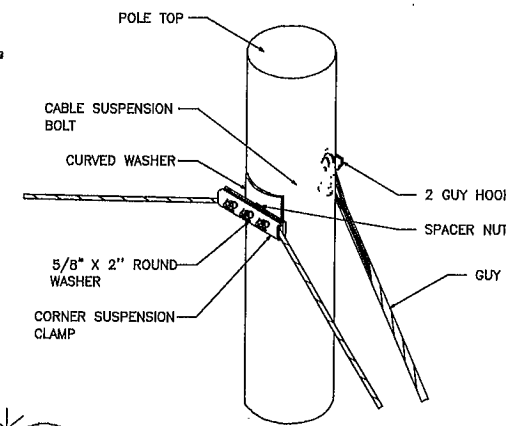


TYPICAL DETAIL — D



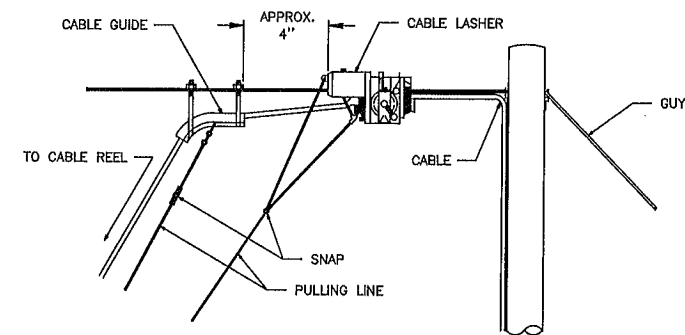
TYPICAL DETAIL — E

SUSPENSION STRAND — PULL AWAY
FROM POLE — 5 FEET OR MORE



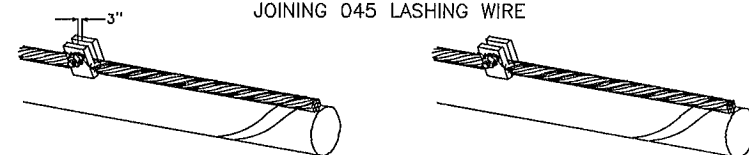
TYPICAL DETAIL — F

TYPICAL ARRANGEMENT OF
CABLE LASHER AND CABLE GUIDE



TYPICAL DETAIL — G

JOINING 045 LASHING WIRE

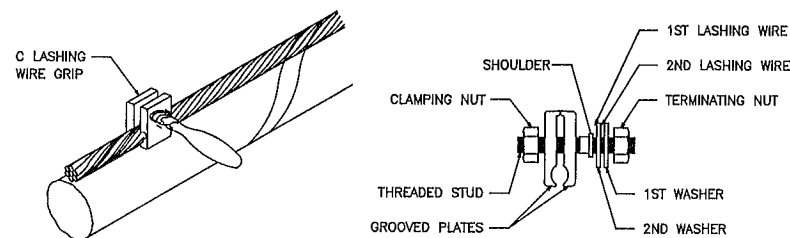


TYPICAL DETAIL — H

LASHING WIRE GRIP AND CLAMP

C LASHING WIRE GRIP INSTALLED ON STRAND

D CABLE LASHING CLAMP



NOTE:
LASHING WIRE
SHOULD FOLLOW LAY
OF STRAND WIRES UNDER
GRIP.

REMOVE ANY SLACK IN THE LASHING WIRE BY MAINTAINING A PULL ON THE WIRE AND TAPPING THE STRAND SHARPLY. THEN FORM THE WIRE OVER THE STUD AND TIGHTEN THE NUT. CUT THE FREE END OF THE LASHING WIRE OFF 3/4 inch BEYOND THE END OF THE CLAMP.

FORMING WIRE OVER STUD OF CLAMP

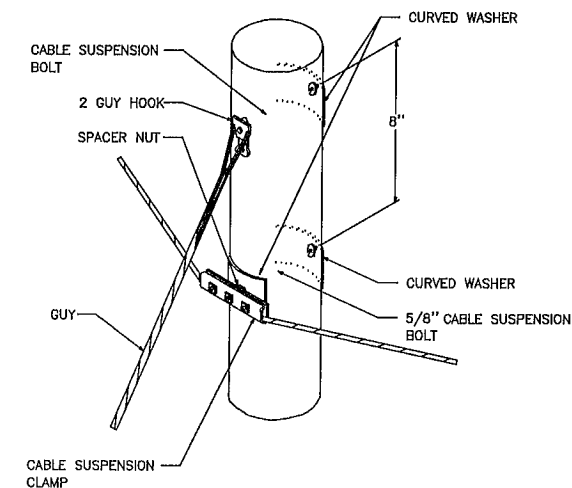
FORM THE LASHING WIRE AROUND THE STRAND AND PLACE IT BELOW THE STUD AND BETWEEN THE SECOND WASHER AND STUD SHOULDER.

FORMING LASHING WIRE AROUND STRAND



TYPICAL DETAIL — I

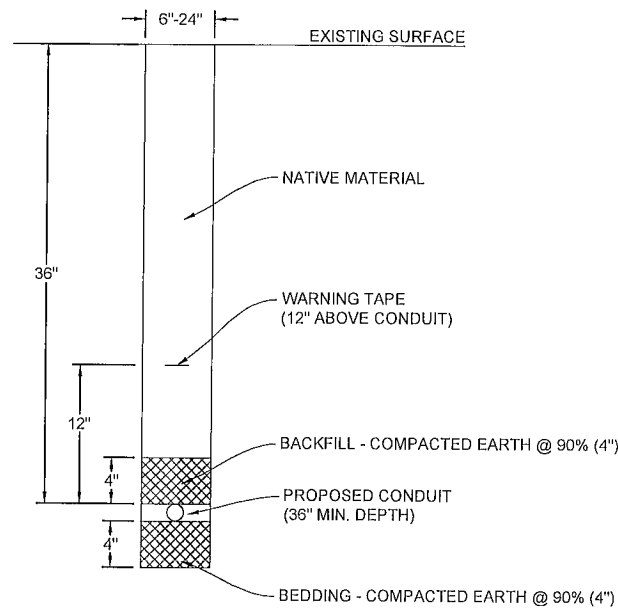
SUSPENSION STRAND — PULL TOWARD
POLE — LESS THAN 5 FEET



Know what's below.
Call before you dig.

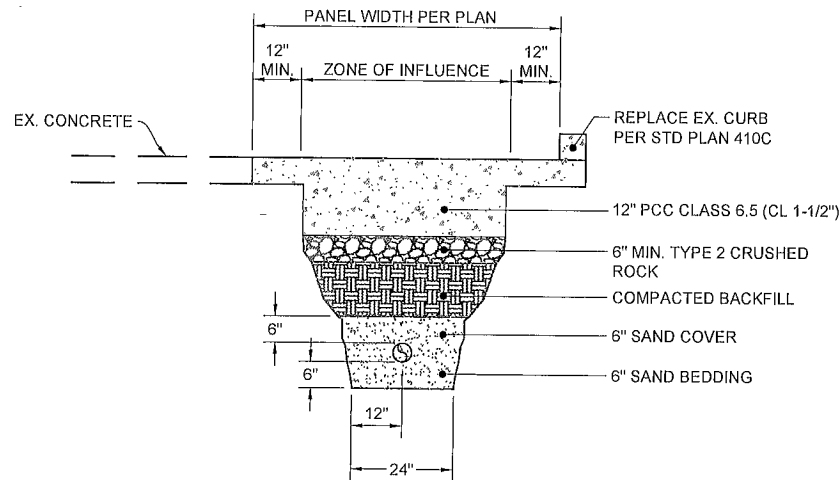
3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
<div> <div>wave</div> <div>MGC</div> </div> <div> <div>TECHNICAL CONSULTING INC.</div> </div>				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW				
LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLs LAKEWOOD LIBRARY - 6300				
WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				

UNDERGROUND TYPICALS



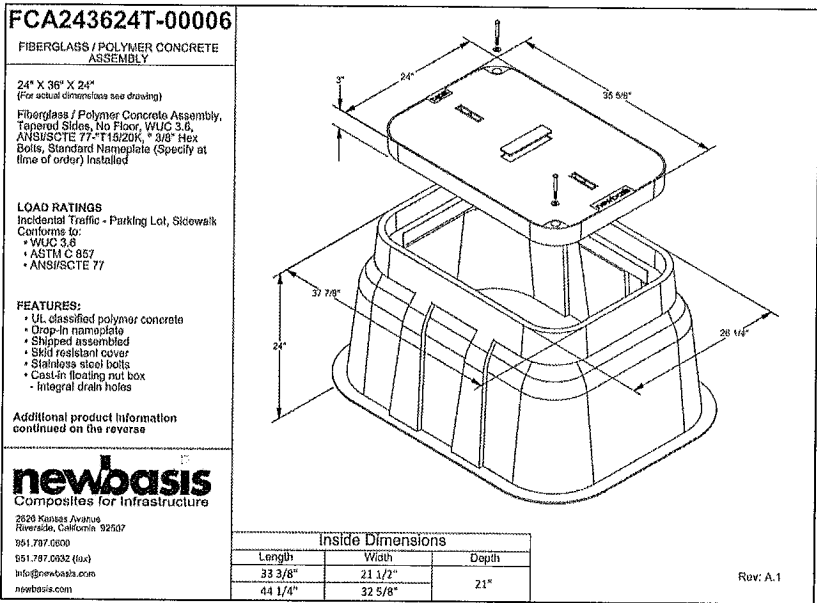
TYPICAL TRENCH IN SOIL DETAIL

SCALE: NTS



TRENCH DETAIL A - TYPICAL CONCRETE TRENCH DETAIL

SCALE: NTS



NB2436 VAULT DETAIL

SCALE: NTS



Know what's below.
Call before you dig.

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT

wave	MGC TECHNICAL CONSULTING INC.
WAVE ENGINEER: CHRISTOPHER MANTLE	
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.	
PROJECT NUMBER: 7484	
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499	
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg	
CONFIDENTIAL/PROPRIETARY	
SHEET: 027 22	

SITE PHOTOGRAPHS

PHOTO #1: FACING WEST ON THE SOUTH SIDE OF WILDAIRE RD SW

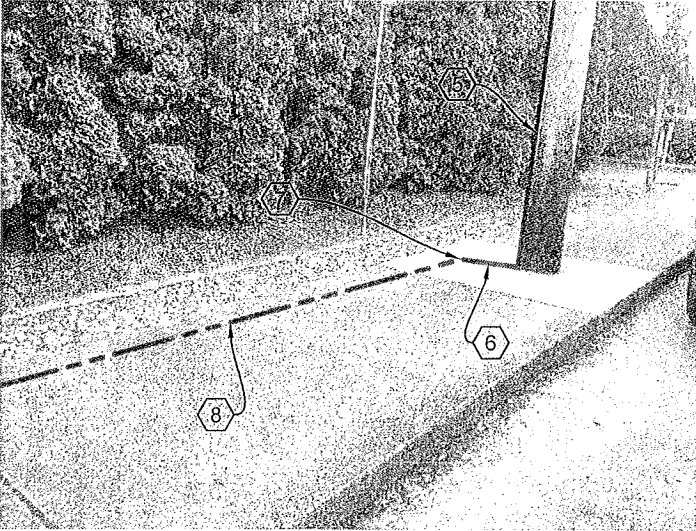


PHOTO #2: FACING EAST ON THE SOUTH SIDE OF WILDAIRE RD SW



CONSTRUCTION NOTES

- 5 PROPOSED (1) 2"Ø RISER ON EXISTING UTILITY POLE. PULL FIBER CABLES THROUGH.
- 6 PROPOSED TRENCH (1) 2"Ø CONDUIT. PULL FIBER CABLES THROUGH. REPAIR SURFACE PER LOCAL JURISDICTION STANDARDS.
- 7 PROPOSED 4'X6' BORE PIT. REPAIR SURFACE PER LOCAL JURISDICTION STANDARDS.
- 8 PROPOSED BORE (1) 2"Ø CONDUIT. CONTRACTOR TO POT HOLE UTILITIES PRIOR TO BORE. PULL FIBER CABLES THROUGH.
- 9 PROPOSED (1) 24"X36"X24" VAULT. CORE VAULT AND PLACE CONDUIT FROM TRENCH. COIL FIBER CABLES THOUGH.



Know what's below.
Call before you dig.

3				AS-BUILT
2				REVISION # 1
1	02/22/16	BB	NC	ORIGINAL
NO.	DATE	ENGINEER	DRAFTER	COMMENT
<div><div>wave</div><div>MGC TECHNICAL CONSULTING INC.</div></div>				
WAVE ENGINEER: CHRISTOPHER MANTLE				
ENGINEERING FIRM: MGC TECHNICAL CONSULTING INC.				
PROJECT NUMBER: 7484				
LOCATION: 6300 WILDAIRE RD SW LAKEWOOD WA, 98499				
DRAWING NAME: 7484-PLANS-PCLS LAKEWOOD LIBRARY - 6300 WILDAIRE RD SW - LAKEWOOD.dwg				
CONFIDENTIAL/PROPRIETARY				

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAKEWOOD GRANTING
ASTOUND BROADBAND, LLC DBA WAVE A NON-
EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF
TELECOMMUNICATIONS IN, THROUGH, OVER AND
UNDER THE RIGHTS-OF-WAY OF THE CITY OF
LAKEWOOD.

WHEREAS, Astound Broadband, LLC, a Washington limited liability company DBA “Wave” (“Grantee”) has requested that the City grant it the right to install, operate and maintain a fiber optic-based telecommunications system within the public Rights-of-Way of the City; and

WHEREAS, the City Council has the authority under state law to grant franchises for the use of its Rights-of-Way; and

WHEREAS, the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Grantee; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions;

NOW, THEREFORE, The City Council of the City of Lakewood do ordain as follows:

Section 1. Definitions. Where used in this Ordinance and the franchise granted hereby (the "Franchise") these terms have the following meanings:

A. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

B. "City" means the City of Lakewood, a municipal corporation of the State of Washington.

C. “Emergency Situation” means an emergency involving likely loss of life or substantial property damage as determined by City in good faith.

C. “Facilities” means Grantee’s fiber optic cable system constructed and operated within the City’s Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City’s Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

D. “Franchise” shall mean the initial authorization or renewal thereof, granted by the City, through this Ordinance, or a subsequently adopted Ordinance, which authorizes

construction and operation of the Grantee's Facilities for the purpose of offering Telecommunications Service and other lawful services not prohibited by this Ordinance.

E. "Franchise Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

F. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

G. "Rights-of-Way" means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights-of-way and similar public areas within the City.

H. "Telecommunications Service" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Grantee using its Facilities, either directly or as a carrier for its Affiliates, or any other Person engaged in Telecommunications Services, including, but not limited to, the transmission of voice, data or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading and home shopping, or other subsequently developed technology that carries a signal over fiber optic cable. Telecommunications Service shall also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Telecommunications Service shall not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Franchise Area and Authority Granted.

A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across rights-of-way in the Franchise Area for purposes of telecommunications service as defined in RCW 82.04.065.

B. Permission Required to Enter Onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Grantee to go upon any other public place other than Rights-of-Way within the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City.

C. Compliance with WUTC Regulations. At all times during the term of the Franchise, Grantee shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission.

Section 3. Construction and Maintenance.

A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with Lakewood Municipal Code ("LMC") and so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Grantee shall obtain prior approval from the City of Lakewood Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work pursuant to LMC. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the Lakewood Municipal Code and City of Lakewood Engineering Standards Manual. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the LMC and City Engineering Standards, the City may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. Grantee shall pay to the City the reasonable cost of such work.

B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable cost of such work to the City.

C. In the event of an Emergency Situation, Grantee may commence such emergency and repair work as required under the circumstances, provided that Grantee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Grantee in writing as promptly as possible under the circumstances.

D. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 4. Location and Relocation of Facilities.

A. Grantee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities.

B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each

right-of-way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular right-of-way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its Facilities as ordered by the City, at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 5, Grantee agrees to protect and save harmless the City from any third party claims for service interruption or other losses in connection with any such change or relocation other than City's negligence or willful misconduct.

D. If the City determines that a project necessitates the relocation of the Grantee's existing Facilities, then:

1. Within a reasonable time, which shall be no less than ninety (90) days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that, in the event of an Emergency Situation beyond the control of the City and which will result in severe financial consequences to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;

2. The City shall provide the Grantee with copies of information for such improvement project and a proposed location for the Grantee's Facilities so that Grantee may relocate its Facilities in other Rights-of-Way in order to accommodate the project; and

3. The Grantee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project at least ten (10) days prior to commencement of the project. In the event of an Emergency Situation as described in this Section, the Grantee shall relocate its Facilities within the reasonable time period specified by the City.

E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section.

F. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the City, where the Facilities to be constructed

by said Person or entity are not or will not become City-owned, operated or maintained Facilities; provided, that such arrangements shall not unduly delay a City construction project.

G. The Grantee shall indemnify, hold harmless and pay the costs of defending the City against any and all third party claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Grantee to relocate its Facilities in a timely manner; provided, that the Grantee shall not be responsible for damages due to delays caused by the City or circumstances beyond the reasonable control of the Grantee.

H. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

I. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

Section 5. Indemnification.

A. Grantee shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of Grantee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Grantee in the Franchise; *provided, however*, such indemnification shall not extend to injury or damage caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, it shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

Section 6. Default.

A. If Grantee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Grantee a written order to comply within thirty (30) days from the date such order is received by Grantee. If Grantee is not in compliance with the Franchise after expiration of the thirty (30) day period, the City may act to

remedy the violation and may charge the reasonable costs and expenses of such action to Grantee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If any failure to comply with the Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period, then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee works promptly and diligently to effect such compliance. During such a period, if Grantee is not in compliance with the Franchise, and is not proceeding with due diligence in accordance with this section to correct such failure to comply, then the City may in addition, by ordinance and following written notice to Grantee, declare an immediate forfeiture of the Franchise and all of Grantee's rights and obligations thereunder.

B. In addition to other remedies provided in this Franchise or otherwise available at law, if Grantee is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Grantee Right-of-Way use permits until compliance is achieved.

Section 7. Nonexclusive Franchise.

A. The Franchise granted by this Ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 8. Franchise Term.

A. Unless earlier terminated by Grantee upon notice to the City, the Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of this Ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Grantee and the City; and provided further, however, Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.

B. If the City and Grantee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

Section 9. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Lakewood, as they now exist or may hereafter be amended, including but not limited to the provisions of Lakewood Municipal

Code. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

B. In the event that any territory served by Grantee is annexed to the City after the effective date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

C. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will negotiate in good faith with the City to amend the Franchise to expand the revenue base on which such tax is applied.

Section 10. Undergrounding.

A. New Facilities shall be installed underground pursuant to Section 4 of the Franchise. Grantee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Grantee will cooperate with the City in the undergrounding of Grantee's existing Facilities within the Franchise Area. If during the term of the Franchise, the City shall direct Grantee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in RCW Chapter 35.99. Grantee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any street improvement which would otherwise require relocation of Grantee's above-ground Facilities, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities.

Section 11. Record of Installations and Service.

A. With respect to excavations by Grantee and the City within the Franchise Area, Grantee and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable state or federal law.

B. Upon written request of the City, Grantee shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

C. As-built drawings and maps of the precise location of any Facilities placed by Grantee in any Rights-of-Way shall be made available by Grantee to the City within ten (10) working

days of the City's written request. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

Section 12. Shared Use of Excavations and Trenches.

A. If either the City or Grantee shall at any time after installation of the Facilities plan to make excavations in the area covered by the Franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such an excavation, *provided that*: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. In addition, pursuant to RCW 35.99.070, the City may request that Grantee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Grantee shall recover its incremental costs of providing such facilities to the City.

B. The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Grantee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoria.

C. The City reserves the right to require Grantee to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

Section 13. Insurance.

A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise by Grantee, its agents, representatives or employees in the amounts and types set forth below.

1. Commercial General Liability insurance with limits no less than \$5,000,000 combined single limit for bodily injury (including death) and property damage, including premises operation, products and completed operations and explosion, collapse and underground coverage extensions;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$3,000,000 for each accident for bodily injury and property damage; and

3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000 for each accident/disease/policy limit or as required by law.

B. Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

E. Grantee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 14. Bonding Requirement

A. Before undertaking any of the work authorized by this Franchise, the Grantee shall furnish an ongoing performance bond executed by the Grantee and a corporate surety authorized to do surety business in the State of Washington, in a sum to be set and approved by the Public Works Director as reasonably sufficient to ensure performance of Grantee's obligations under this Franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to restore or replace any defective work or materials discovered in the restoration of the Franchise Area within a period of two (2) years from the final City inspection date of any such restoration. Grantee may meet the obligations of this section with one (1) or more bonds with an –A VII rating or better. In the event that a bond furnished pursuant to this section is canceled by the surety, after proper notice and pursuant to the terms of said bond, the Grantee shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this section.

B. With respect to undertaking any of the work authorized by this Franchise, in the event the Grantee fails to perform its obligations under this Franchise and further fails to cure any deficiency within a reasonable period of time after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by the Grantee pursuant to Section 14(A) to cure such deficiency. Neither the amount of such bond(s) nor the City's use thereof shall limit the City's full recovery from the Grantee of costs incurred by the City to cure such deficiency.

C. In the event the City makes use of such bond(s) furnished by the Grantee pursuant to Section 14 (B) the City shall promptly provide written notice of same to the Grantee. Within thirty (30) days of receipt of such notice, the Grantee shall replenish or replace such bond(s) as provided in Section 14 (A).

D. The rights reserved to the City by this Section 14 are in addition to other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or

exercise of right under this Section 14 shall constitute an election or waiver of any rights or other remedies the City may have.

Section 15. Street Vacation.

A. If any Public right-of-way of portion thereof used by Grantee is to be vacated during the term of this Franchise, unless as a condition of such vacation the Grantee is granted the right to continue its Facilities in the vacated Public right-of-way, Grantee shall, without delay or expense to the City, remove its Facilities from such Public right-of-way, and restore, repair or reconstruct the Public right-of-way where such removal has occurred, and place the Public right-of-way in such condition as may be required by the City.

Section 16. Assignment.

A. All of the provisions, conditions, and requirements herein contained shall be binding upon Grantee, and no right, privilege, license or authorization granted to Grantee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold. Notwithstanding the foregoing, Grantee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.

B. Grantee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that*: Grantee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.

Section 17. Abandonment and Removal of Facilities.

A. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Public Works Director; *provided however*, that the City may permit the Grantee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; *provided however*, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place.

Section 18. Dangerous Conditions, Authority for City to Abate.

A. In the event that Grantee's Facilities or operations cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of the Franchise Area or public or private property adjacent thereto, the Public Works Director may direct Grantee, at no charge or expense to the City, to promptly take such action as may be reasonably necessary to resolve such condition to eliminate such endangerment. Such directive may include compliance within a prescribed period of time.

B. In the event Grantee fails to promptly take action as directed by the City pursuant to Section 18 (A), or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damage to persons or property, the City may take action as it reasonably believes is necessary with respect to Grantee's Facilities or operations to protect persons or property and in such event Grantee shall be responsible to reimburse the City for its costs incurred in so doing.

Section 19. Miscellaneous.

A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

B. Grantee shall pay for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$2,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement or other document, the provisions of the Franchise shall control.

C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. 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.

D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

E. Grantee will provide contact information to the City for purposes of including the Grantee in any coordination with local utility providers.

Section 20. Notice.

A. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City: Public Works Director City of Lakewood 6000 Main Street SW Lakewood, WA 98499-5027	Grantee: Astound Broadband, LLC 401 Kirkland Parkplace, Suite 500 Kirkland, WA 98033 Attn: Steve Weed, CEO and Byron Springer, EVP
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Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 21. Alteration of Franchise.

A. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provisions of this Section.

B. At any time during the term of this Franchise, the City or Grantee may request, by written notice, that the other promptly participate in negotiations to alter, amend or modify the terms and conditions of this Franchise.

C. Within a reasonable time after receipt of the notice, the City and Grantee shall, at a mutually agreed-upon time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Grantee shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor Grantee shall be obligated to agree to any proposed alteration, amendment or modification. Further, no rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or Grantee to agree to any proposed alteration, amendment or modification.

D. Neither the City nor Grantee shall be obligated to continue negotiations after the expiration of ninety (90) days from the date they commence such negotiations; provided, however, the City and Grantee may agree to continue such negotiations for an additional period of time.

E. Any alteration, amendment or modification to which the City and Grantee agree shall be submitted to the legislative authority of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that, unless Grantee properly files a written notice of acceptance within sixty (60) days of its effective date, the ordinance shall not be effective and this Franchise shall not be altered, amended or modified. To the extent permitted by law, the party proposing the alteration, amendment or modification shall bear all actual administrative costs directly related to approval thereof.

F. It is the understanding of the parties that this franchise is limited to facilities necessary to provide Telecommunications Service. The parties to this agreement acknowledge that if the

Grantee endeavors to provide services or utilities beyond the scope of this agreement, such additional services or utilities may be added to this franchise only by written addendum. Additional services or utilities may be subject to franchise fees, and state or local taxes as allowed by law.

Section 22. Effective date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect thirty (30) days from and after its passage by the Lakewood City Council and publication in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Lakewood City Council in open meeting this _____ day of _____, 2016.

Signed in authentication thereof this _____ day of _____, 2016.

CITY OF LAKEWOOD

MAYOR

Attest:

Alice M. Bush, City Clerk


Approved as to Form:

Heidi Ann Wachter, City Attorney



To: Mayor and City Councilmembers

From: Greg Vigoren

Through: John J. Caulfield, City Manager 

Date: June 15, 2016

Subject: Tacoma Mall Blvd. Boundary Line Adjustment

The City of Lakewood is in discussions with the City of Tacoma and Pierce County to change the City boundaries along Tacoma Mall Blvd. Currently, the Lakewood-Pierce County line is affixed on the west right of way of Tacoma Mall Blvd between (approximately) 80th Street South and 84th Street South.

On the western side of Tacoma Mall Blvd. are a number of businesses. These include a Shell gas station, Palace Casino and Nixon's Marine. The eastern side is undeveloped and abuts Interstate 5. This stretch of Tacoma Mall Blvd., and extending east across I-5 to Hosmer Street is a pocket of unincorporated Pierce County. Because it is in unincorporated Pierce County, the County is responsible for maintenance of this road, and responding to any incidents which occur along this road.

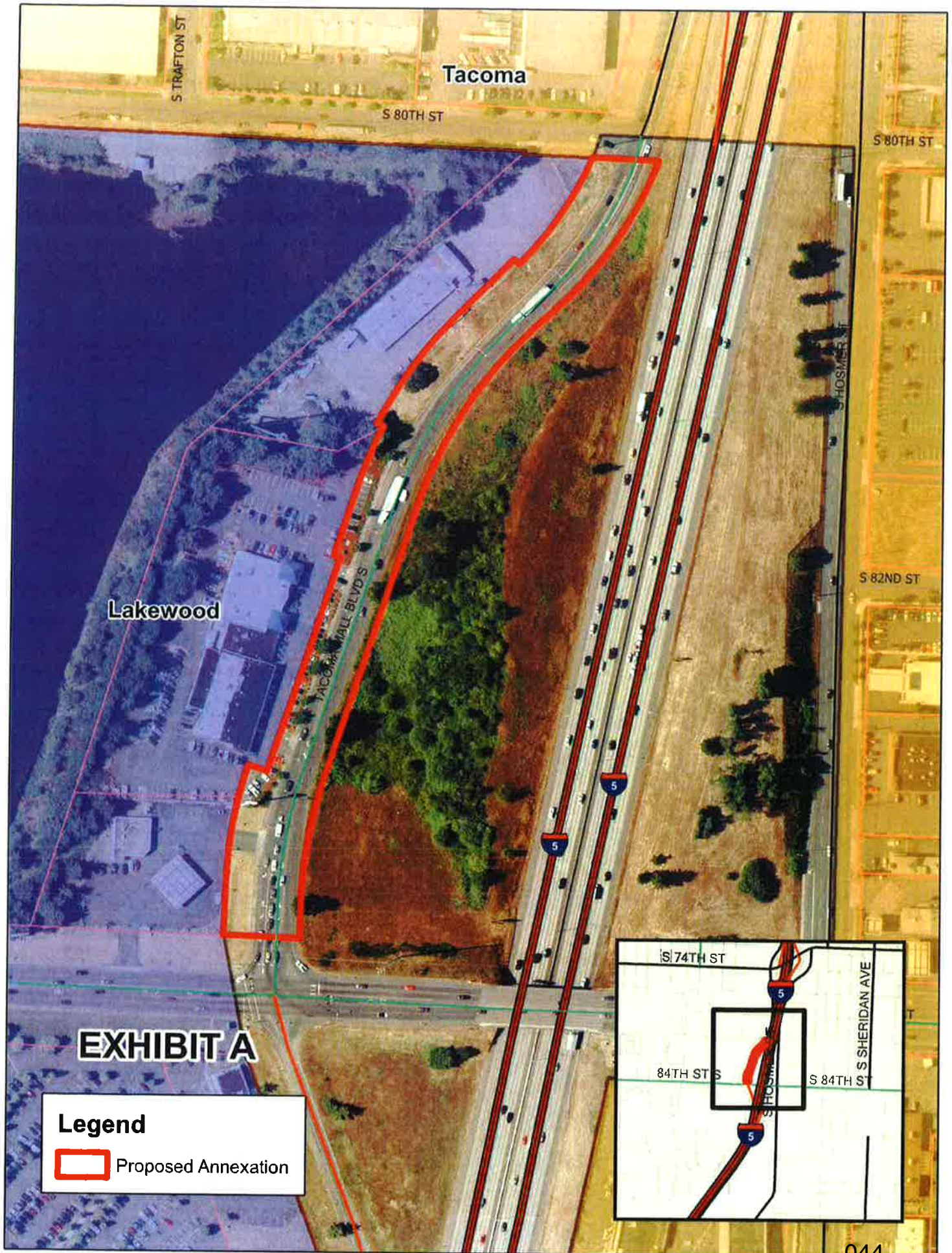
Under RCW 35.21.790 & RCW 35A.21.210, a city and a county may agree to revise a common boundary line, "which coincides with the centerline, edge, or any portion of a public street, road or highway right-of-way, substituting therefor a right-of-way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city." This revision shall be effective when approved by Ordinance of the City Council and legislation of the County Council and is not subject to review by the Boundary Review Board.

Although the boundary line is between Lakewood and Pierce County, the City of Tacoma plays a role in this discussion. First, Lakewood and Tacoma entered into an agreement in 1999. This agreement provides that Lakewood would assume jurisdiction over this area of road but that neither municipality would assume jurisdiction until the roadway had been resurfaced by Pierce County. Second, the area in question is now located within the City of

Tacoma's Urban Growth Area (UGA). Under the Growth Management Act (GMA), an UGA is an area where further growth may occur. But because this area is located within Tacoma's UGA, the Pierce County Countywide Planning Policies contemplate a coordinated annexation strategy between jurisdictions to avoid conflicts between municipalities.

The Pierce County has resurfaced this section of road twice since 1999.

Staff anticipates returning to the City Council later this year with a proposed ordinance adjusting this boundary once the UGA issue is resolved with Tacoma to both cities, and Pierce County's satisfaction.



AGREEMENT

ORIGINAL

THIS AGREEMENT, made and entered into this 12th day of January, 1999, by and between the City of Tacoma, a municipal corporation, hereinafter referred to as "TACOMA", and the City of Lakewood, a municipal corporation, hereinafter referred to as "LAKEWOOD", is for adjusting joint city boundaries to move the boundaries from a street centerline to the edge of the right-of-way.

WITNESSETH: That,

WHEREAS, RCW 35.13.330 provides that the boundaries of existing cities and newly incorporated adjacent cities be adjusted to avoid situations where their common boundary occurs within right-of-way or where their boundaries are separated only by all or a portion of right-of-way; and

WHEREAS, the recent incorporation of LAKEWOOD has created situations where their city boundaries and the boundaries of TACOMA are separated by half rights-of-way; and

WHEREAS, TACOMA and LAKEWOOD wish to correct these situations; Now Therefore,

The City Councils for TACOMA and LAKEWOOD do hereby agree to the following:


South 80th Street - TACOMA agrees to assume jurisdiction of the entire right-of-way of South 80th Street in those areas which are common boundaries of the City of Tacoma and the City of Lakewood

Tacoma Mall Boulevard - TACOMA agrees to assume jurisdiction of the entire right-of-way of Tacoma Mall Boulevard to a point one-hundred fifty (150) feet south of the south right-of-way line of South 80th Street. LAKEWOOD agrees to assume jurisdiction of the entire right-of-way of Tacoma Mall Boulevard from that point south to South 84th Street. However, since Tacoma Mall Boulevard from South 80th Street to South 84th Street has received inadequate maintenance by Pierce County, neither jurisdiction will assume responsibility until the roadway is resurfaced by Pierce County.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first written.


CITY OF LAKEWOOD

Approved as to Form:


City Attorney

By: 
~~Mayor~~ CITY MANAGER

Attest:


City Clerk

1-12-99


CITY OF TACOMA

Approved as to Form:


City Attorney

By: 
Mayor

Attest:


City Clerk


4/7/98

ORIGINAL



To: Mayor and City Councilmembers

From: Heidi Ann Wachter, City Attorney

Through: John J. Caulfield, City Manager 

Date: June 13, 2016

Subject: Rental Housing Safety Program Update

This memorandum is to introduce legislation providing for a Rental Housing Inspection Program for the City of Lakewood. In response to a briefing on this topic presented at the Council retreat in February 2015, Council requested research and outreach to inform any decision that would be made in this regard. The most recent Council update was on June 6, 2016, with numerous presentations to both the Council and the public in between.

Throughout, the goal has been to effectively address substandard rental housing conditions as proactively as possible with as little disruption to quality landlords and managers as possible. Our recommendation for achieving this goal includes adoption of the attached proposed ordinance along with the necessary administrative rules and budget allocation which would follow once the ordinance is adopted.

1. Tools currently in use by the City of Lakewood are effective but limited in scope.

There are five effective programs currently in use to address rental housing problems within the City:

- The dangerous building abatement program;
- Declaring a building unsafe under the city's construction codes;
- The use of CSRT resources;
- Conditional business licensing; and
- Complaints received by tenants.

Dangerous building abatement is a program focuses mostly on single family and duplex residential uses, and mobile homes. The abatement program is very popular with Lakewood's neighborhoods and citizens. This tool can only be deployed when the deterioration of the structure reaches a point where tearing the building down is the best option.

Declaring a building unsafe. In some instances, the structural conditions of an existing residence are so bad that the Building Official declares the building unsafe for occupancy. The building is posted

and, immediately, tenants must leave. Some landlords provide relocation assistance. Other times, they do not, in which case the City relocates the tenants and the City takes legal action against the landlord to recoup relocation costs plus penalties. The community and economic department maintains a \$30,000 budget relocation line item.

CSRT acts as a cross-departmental clearinghouse to review longstanding neighborhood issues that focus on housing, property maintenance conditions, illegal business activity, and more recently homelessness. This group works in consultation with other city departments and outside agencies. CSRT also mobilizes Department of Corrections work crews that perform regular garbage and litter sweeps through some of Lakewood's multifamily neighborhoods. CSRT also monitors vacant and abandoned residential structures. The work of CSRT is limited to legal access to the property. In order to enter a rental unit, CSRT must either have owner permission or a warrant.

Conditional business licensing. Community and Economic Development Department, in consultation with CSRT, will occasionally use conditional business licensing as a means to improve living conditions within existing, medium to large apartment complexes. This technique is only used when the City experiences serious calls for police services, in addition to an exterior inspection of the premises which shows significant physical deterioration. Conditional licensing is a form of subsidized property management. It is labor intensive and requires constant monitoring. This process is only used as a last resort. As with other currently available tools, the City is limited to conditions which can be documented without entering the rental unit.

Complaints filed by tenants. A tenant-based complaint allows an inspector to enter into the premises and check on structural integrity or other types of complaints. While this tool may allow the City into the rental unit before significant deterioration, complaints are inconsistent and not all complaints filed by tenants are legitimate. Sometimes the complaint is difficult to discern because the complaint is more about a tenant/landlord side issue. It is not unusual for complainants to be in arrears for rent.

2. The proposed ordinance grants broad authority to the Community Development Director to develop a rental housing safety program within the parameters allowable under current state law.

State law allows for rental housing inspections. The City's proposed ordinance authorizes the Community Development Director to develop a rental housing safety program through adoption of administrative rules and procedures which would harmonize our experience implementing the program with state restrictions. Without this latitude the program could suffer when something specific in the ordinance precludes immediate resolution of issues as they arise. Current state law provides boundaries for this broad grant of authority and has seven basic components, summarized as follows:

1. The "Certificate of Inspection." A "Certificate of inspection" means an unsworn statement, declaration, verification, or certificate made by a qualified inspector that the structure meets minimum health and safety requirements. A landlord cannot endanger or impair a tenant, the specific areas of concern are:

- Structural members that are of insufficient size or strength to carry imposed loads with safety;
- Exposure of the occupants to the weather;

- Plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury;
 - Not providing facilities adequate to supply heat and water and hot water as reasonably required by the tenant;
 - Providing heating or ventilation systems that are not functional or are hazardous;
 - Defective, hazardous, or missing electrical wiring or electrical service;
 - Defective or hazardous exits that increase the risk of injury to occupants; and
 - Conditions that increase the risk of fire.
2. A "Qualified Inspector." A "Qualified inspector" means a United States department of housing and urban development certified inspector; a Washington state licensed home inspector; an American society of home inspectors certified inspector; a private inspector certified by the national association of housing and redevelopment officials, the American association of code enforcement, or other comparable professional association as approved by the local municipality; a municipal code enforcement officer; a Washington licensed structural engineer; or a Washington licensed architect.
3. The frequency of inspections. By law, inspections are allowed no more than once every three years. Cities, however, can have less frequent inspections.
4. Exemptions. There are only two exemptions listed:
- A rental property that has received a certificate of occupancy within the last 4 years and has had no code violations reported on the property during that period is exempt from inspection; and
 - A rental property inspected by a government agency (housing authority or housing subject to Section 8) or other qualified inspector within the previous 24 months may provide proof of that inspection which the local municipality may accept in lieu of a certificate of inspection.

Again, cities have adopted numerous types of exemptions; however, sometimes it results in unintended consequences. It also raises questions of equity, why some units are required to have inspections and others are not.

5. Rental property subject to inspection. The owner can choose to have all of the units inspected; or choose to inspect a sampling of the units; however, the owner must send written notice of the inspection to all units at the property. The notice must advise tenants that some of the units at the property will be inspected and that the tenants whose units need repairs or maintenance should send written notification to the landlord as provided in RCW 59.18.070. The notice must also advise tenants that if the landlord fails to adequately respond to the request for repairs or maintenance, the tenants may contact local municipality officials. A copy of the notice must be provided to the inspector upon request on the day of inspection.

If a rental property has less than 20 dwelling units, no more than four dwelling units at the rental property may be selected by the local municipality to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.

If a rental property has 20 or more units, no more than 20% of the units, rounded up to the next whole number, on the rental property, and up to a maximum of 50 units at any one property, may be selected by the local municipality to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.

If a rental property is asked to provide a certificate of inspection for a sample of units on the property and a selected unit fails the initial inspection, the local municipality may require up to 100 percent of the units on the rental property to provide a certificate of inspection.

If a rental property has had conditions that endanger or impair the health or safety of a tenant reported since the last required inspection, the local municipality may require 100% of the units on the rental property to provide a certificate of inspection.

If a rental property owner chooses to hire a qualified inspector other than a municipal housing code enforcement officer, and a selected unit of the rental property fails the initial inspection, both the results of the initial inspection and any certificate of inspection must be provided to the local municipality.

6. Unit access. The landlord is required to provide written notification of his or her intent to enter an individual unit for the purposes of providing a local municipality with a certificate of inspection.

7. Noncompliance. A city may assess a penalty for noncompliance. Further, a city may also notify the landlord that until a certificate of inspection is provided, it is unlawful to rent or to allow a tenant to continue to occupy the dwelling unit. And, lastly, it is illegal to submit falsified inspection reports.

3. The City has conducted numerous public briefings and discussions both at Council meetings and throughout the community.

The first briefing to the Council took place on February 21, 2015 at the Council retreat. Since that time, the Council has been briefed at regular meetings and study sessions as follows: July 27, 2015, August 24, 2015, December 14, 2015, February 8, 2016, March 28, 2016, May 9, 2016 and June 6, 2016.

The following public meetings were held to solicit feedback: October 28, 2015 attendees included code compliance, home and commercial building inspectors, utilities, fire & rescue; October 29, 2015 attendees included neighborhood associations, service clubs, rental customers, tenant associations, and ethnic minority community representatives; and November 5, 2015, attendees included businesses (i.e. property managers, landlords), housing associations, realtors, and the chamber of commerce. The City has visited the Pacific Neighborhood Association on March 17, 2016 and presented analysis and data. That presentation was also made to the Lake City Neighborhood Association on May 12, 2016 as well as the Tillicum/Woodbrook Neighborhood Association on June 2, 2016.

A public hearing on this proposed program is scheduled for the July 5 City Council meeting. It will be both on the agenda and publicized independently, through local publication and direct mail. It should be noted that no public hearing is required. This public hearing ensures every opportunity for community input.

The proposed ordinance would come forward at the next regular meeting following the public hearing, which would be on July 18, 2016. If adopted, the ordinance would be effective 30 days later.

It should be noted that passage of the Ordinance only authorizes a program. Implementation will require necessary administrative rules and budget allocation. If included in the next biennial budget, the funding for any program authorized would begin in 2017.

ORDINANCE NO. ____

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Chapter 5.60 Lakewood Municipal Code; creating a residential housing safety program.

WHEREAS, some rental housing units with substandard conditions exist within the City of Lakewood; and

WHEREAS, improving residential housing and providing for neighborhood stability throughout the City requires periodic inspection of rental housing units in the City to determine if such premises endanger or impair the health, safety or welfare of a tenant or affect neighborhood stability; and

WHEREAS, RCW 59.18.125 authorizes local governments to require that landlords provide a certificate of inspection as a business license condition; and

WHEREAS, in order to provide for such periodic inspection of residential housing programs, a residential rental safety program, as a business license condition is appropriate.

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

Section 1: Chapter 05.60 of the Lakewood Municipal Code entitled, “Rental-Housing Complex License Crime-Free Strategies,” is retitled, “Rental Housing Licensing.”

Section 2: A new section, 05.60.005 of the Lakewood Municipal Code, entitled, Declaration of Purpose,” is created to read as follows:

The City of Lakewood finds that the imposition of a residential rental inspection program will protect the public health, safety, and welfare of tenants by encouraging the proper maintenance of residential rental housing, by identifying and requiring correction of substandard housing conditions, and by preventing conditions of deterioration and blight that could adversely impact the quality of life in Lakewood.

Section 3: Section 05.60.010 Lakewood Municipal Code entitled “Definitions,” is amended to read as follows:

For the purposes of this chapter, the following words or phrases have the meaning proscribed below:

“Accessory dwelling unit” or “ADU” means a housing unit that is accessory to a single-household dwelling and meets the requirements of LMC 18A.70.313 for accessory dwellings.

"Certificate of inspection" means an unsworn statement, declaration, verification, or certificate made in accordance with the requirements of RCW 9A.72.085 by a qualified inspector that states that the landlord has not failed to fulfill any substantial obligation imposed under RCW 59.18.060 that endangers or impairs the health or safety of a tenant, including (a) structural members that are of insufficient size or strength to carry imposed loads with safety, (b) exposure of the occupants to the weather, (c) plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury, (d) not providing facilities adequate to supply heat and water and hot water as reasonably required by the tenant, (e) providing heating or ventilation systems that are not functional or are hazardous, (f) defective, hazardous, or missing electrical wiring or electrical service, (g) defective or hazardous exits that increase the risk of injury to occupants, and (h) conditions that increase the risk of fire.

"Director" means the City Manager or designee assigned with the enforcement of this chapter.

"Non-owner Managers" as used in this Chapter, means any person(s) hired or engaged for the purpose of providing management services for any ~~rental housing complex(es)~~ Residential housing unit within the City of Lakewood, where the Manager(s) has/have no ownership in the ~~rental housing complex~~ Residential housing unit being managed.

"Owner" means any person who, alone or with others, has title or interest in any building, with or without accompanying actual possession thereof, and including any person who as agent, or executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building. This definition includes, without limitation, the owner, lessor, or sublessor of the rental unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

"Qualified inspector" means: a United States housing and urban development certified inspector; a Washington state licensed home inspector; an American society of home inspectors certified inspector; a private inspector certified by the national association of housing and redevelopment officials, the American association of code enforcement, or other comparable professional association as approved by the local municipality; a municipal code enforcement officer; a Washington licensed structural engineer; or a Washington licensed architect.

"Rental-housing Complex" as used in this Chapter, means any complex of five (5) or more residential units on one property or on adjacent property owned by the same person or persons, or business entity, or multiples thereof ~~and/or~~ combinations thereof, or five (5) or more residential rental properties located within the City of Lakewood not on adjacent properties but owned, in whole or in part, by the same owner(s).

"Rental-housing Complex Owners" as used in this Chapter, means the individual or individuals, partnership(s), corporation(s) or any combination thereof owning or having an ownership interest in any ~~rental housing complex or complexes~~ residential housing unit within the City of Lakewood.

“Rental unit” means a residential housing unit occupied or rented by a tenant or available for rent by a tenant.

“Residential housing unit” means all dwelling units on a contiguous quantity of land managed by the same landlord as a single, rental complex. This definition includes, but is not limited to any structure or part of a structure in the City of Lakewood that is used or may be used as a home, residence or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

“Shelter” means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit agency or governmental entity, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

“Tenant” means a person occupying or holding possession of a building or premises pursuant to a rental agreement.

“Transitional housing” means residential housing units owned, operated, or managed by a nonprofit agency or governmental entity in which supportive services are provided to individuals or families that were formerly homeless, with the intent to stabilize them and move them to permanent housing within a period of not more than 24 months.

“Unit unavailable for rent” means a residential housing unit that is not offered or available for rent as a rental unit, and that prior to offering or making the unit available as a rental unit, the owner is required to obtain a residential rental business license for the building in which the unit is located and comply with applicable administrative regulations adopted pursuant to this chapter.

Section 4: A new section, 05.60.025 of the Lakewood Municipal Code, entitled, “Scope,” is created to read as follows:

The provisions of this chapter apply to all residential housing units, with the exception of:

A. Owner-occupied rental units;

B. Units unavailable for rent;

C. Any facility such as a hotel, motel, condominium, resort, or any other facility or place offering three or more lodging units to guests for periods of less than thirty days, provided that if any guest resides for a period of thirty days or more, then such facility shall be subject to this chapter.

D. Housing accommodations in retirement or nursing homes;

E. Housing accommodations in any hospital, State-licensed community care facility, convent, monastery or other facility occupied exclusively by members of a religious order, or an extended medical care facility;

F. Rental units that a government unit, agency or authority owns, operates or manages, or that are specifically exempted from municipal regulation by State or federal law or administrative regulation. This exception does not apply once the governmental ownership, operation or management is discontinued;

G. Rental units:

1. That receive funding or subsidies from the federal, state or a local government;

2. That are inspected at least every three years as a requirement of the funding or subsidy;

3. That provide a copy of the inspection to the City; and

4. For which the Director determines that the inspection is substantially equivalent to the inspection required by this chapter;

H. Accessory dwelling units;

I. Shelters and transitional housing.

J. Housing units which may be exempt from inspection as may otherwise be provided by law.

Section 5: A new section, 05.60.080 of the Lakewood Municipal Code, entitled, “Inspection and certificate of compliance required,” is created to read as follows:

A. Rental-housing Complex Owners are required to provide a certificate of inspection as a business license condition during the year such is required by the City. A certificate of inspection shall be required no more than once every five years. The Director may waive this requirement for properties which have provided a certificate of inspection within the previous ten years and which have had no code violations since that time.

B. Proof of an inspection by a government agency or other qualified inspector within the previous twenty-four months will satisfy the requirement for a certificate of inspection.

C. The Director is hereby authorized to adopt administrative procedures consistent with this chapter and chapter 59.18 RCW.

Section 6: A new section, 05.60.100 of the Lakewood Municipal Code, entitled, “Unlawful to Rent Noncompliant Rental Units,” is created to read as follows:

It shall be unlawful to rent a rental unit, or to allow a tenant to continue to occupy a rental unit that does not satisfy the requirements of LMC 5.60.080. The Director may notify the owner that until a certificate of compliance is provided, it is unlawful to rent or to allow a tenant to continue to occupy a rental unit.

Section 7: A new section, 05.60.110 of the Lakewood Municipal Code, entitled, “Rule Making,” is created to read as follows:

The Director is authorized to adopt, publish and enforce rules, regulations and forms consistent with this chapter for the purpose of carrying out the provisions of this chapter.

Section 8: A new section, 05.60.120 of the Lakewood Municipal Code, entitled, “License Denial, Suspension or revocation,” is created to read as follows:

A. If an application for a business license by an entity subject to regulation under this chapter is denied, suspended or revoked, no reapplication for a license will be considered by the City until correction of any and all deficiencies on which the denial, suspension, or revocation was based.

B. In the event that a property subject to regulation under this chapter is closed by the City or any agency acting on behalf of or in coordination with the City stemming from enforcement of the provisions of this Chapter or any applicable health, building, fire, housing or life-safety code, or other serious violations, it shall be a prerequisite condition for the license to be reinstated or the property to be allowed to re-open that the operator of the property reimburse the City for any transitional costs or tenant re-location costs incurred by the City that are directly attributable to such closure. For the purposes hereof, "transitional costs and/or tenant re-location costs" include but are not limited to those items set forth in RCW 59.18.085, tenant travel costs and temporary hotel vouchers or other expenses incurred to procure alternate housing following tenant displacement for a reasonable time to alleviate the impacts of displacement, whether incurred by the tenant, the City or third-parties.

C. All such license application denials, suspensions or revocations shall be in writing. Appeals of actions taken under this chapter, except as provided by LMC 5.60.130 or LMC 5.60.150, shall be governed by the provisions of chapter 5.02 LMC.

Section 9: A new section, 05.60.130 of the Lakewood Municipal Code, entitled, “Immediate Health and Safety Threats,” is created to read as follows:

Nothing in this chapter shall limit the City’s remedies as allowed by this Code or law nor shall anything in this chapter be construed as a limitation on the City’s ability to inspect properties, obtain warrants and take any other such proper action, whether criminal, civil, administrative or otherwise for property-related conditions that may constitute an immediate health or safety threat.

Section 10: A new section, 05.60.140 of the Lakewood Municipal Code, entitled, “No Warranty by City,” is created to read as follows:

By enacting and undertaking to enforce this chapter, neither the City, its agents or employees, nor the City Council warrant or guarantee the safety, fitness or suitability of any dwelling in the City or any unit inspected under this chapter. Owners and occupants shall take whatever steps they deem appropriate to protect their interest, health, safety and welfare.

Section 11: A new section, 05.60.150 of the Lakewood Municipal Code, entitled, “Penalties,” is created to read as follows:

A. Any person violating any of the provisions or failing to comply with any of the requirements of this chapter or any rules or regulations adopted by the Director pursuant to this chapter may be punished by an infraction of \$150.00 per day for the first ten days that the violation or failure to comply exists and \$500.00 per day for each day thereafter. Each person is guilty of a separate violation for each and every day during any portion of which any violation of any provision of this chapter is committed, continued, or permitted by such person. No part of this fine may be reduced, modified or suspended except upon a showing that the violation has been remedied or with the consent of the Director.

B. Any person who knowingly submits or assists in the submission of a falsified certificate of compliance, or knowingly submits falsified information upon which a certificate of compliance is issued, in addition to the penalties provided in subsection A of this section shall be guilty of a gross misdemeanor and must be punished by a fine of not more than five thousand dollars.

Section 12: A new section, 05.60.160 of the Lakewood Municipal Code, entitled, “Consistency with RCW 59.18,” is created to read as follows:

The provisions of this chapter shall be interpreted in a manner that is consistent with the provision of chapter 59.18 RCW, and in particular, RCW 59.18.125.

Section 13: If any sections, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of component jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance or its application to any other person, property or circumstance.

Section 14: This Ordinance shall be in full force and effect thirty (30) days after publication of the Ordinance Summary.

ADOPTED by the City Council this ____ day of _____, 2016.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Alice M. Bush, MMC, City Clerk

Approved as to Form:


Heidi A. Wachter City Attorney

DRAFT



To: Mayor and City Councilmembers

From: David Bugher, Assistant City Manager, Development Services;
Bill Adamson, Project Manager, South Sound Military Communities Partnership

Through: John J. Caulfield, City Manager 

Date: June 13, 2016 (Study Session)

Subject: A Resolution to Accept State Grant Funds for JBLM Northern Clear Zone Land Valuations and Relocation Analysis

The Washington State Department of Commerce is currently coordinating release of grant funds to the South Sound Military & Communities Partnership sponsored by the City of Lakewood. Department of Commerce is requiring the governing body, or project sponsor to accept the grant, which in this situation, is the Lakewood City Council given that the City acts as the fiscal agent on behalf of the SSMCP.

The purpose of this project is to determine the fair market value of the privately-held property within the North Clear Zone, and develop a set of alternatives for the relocation of commercial and industrial activity currently located there. The State of Washington has agreed to provide \$50,000 (must be expended no later than June 30, 2017). Pierce County has also agreed to provide \$50,000 (must be expended no later than 31 December 2016).

These funds will be combined to hire a consultant to perform the land / property valuations and relocation analyses. The City of Lakewood will act as the project sponsor and fiduciary agent for SSMCP. The SSMCP will serve as the project coordinator, and as the point of contact for consulting services.

At the end of the project, Lakewood and SSMCP will have the information needed to seek appropriate levels of funding to purchase the private property within the Clear Zone, and a clear understanding of what is needed for commercial and industrial firms operating there to relocate within the local area and continue operations with a minimum of disruption to their businesses.

The Department of Commerce will reimburse Lakewood up to \$50,000 for eligible project expenditures. A resolution to approve acceptance of these funds is scheduled to come before the Lakewood City Council on June 20, 2016.