



LAKEWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, May 11, 2020

7:00 P.M.

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

Those who do not have access to YouTube can call in to listen by telephone via Zoom: Dial +1(253) 215- 8782 and enter participant ID: 151082920.

Page No.

CALL TO ORDER

ITEMS FOR DISCUSSION:

- (3) 1. Lakewood Landing Update. – (Memorandum)
- (55) 2. Review of Small Wireless Facility Franchise Agreement with New Cingular Wireless, LLC (AT&T). – (Memorandum)
- (87) 3. Review of Six-Year (2021-2026) Transportation Improvement Program. – (Memorandum)
- (93) 4. Review of 1st Quarter 2020 Police Report. – (Memorandum)

ITEMS TENTATIVELY SCHEDULED FOR THE MAY 18, 2020 REGULAR CITY COUNCIL MEETING:

- 1. Authorizing the award of a contract for the Harry Todd Waterfront Restoration project. – (Motion – Consent Agenda)
- 2. Authorizing the award of a contract for the Fort Steilacoom Park Angle Lane South project. – (Motion – Consent Agenda)
- 3. Authorizing the award of a construction contract to Doolittle Construction, LLC, in the amount of \$281,029, for the 2020 Chip Seal program. – (Motion – Consent Agenda)
- 4. Authorizing the award of a construction contract to Asphalt Patch Systems, Inc., in the amount of \$207,866, for the 2020 Roadway Patching program. – (Motion – Consent Agenda)

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

5. Authorizing the award of a construction contract to Transportation Systems, Inc., in the amount of \$237,690, for the 2019 CDBG Streetlight project. – (Motion – Consent Agenda)
6. Appointing Lakewood's Promise Advisory Board members. – (Motion – Consent Agenda)
7. Appointing Lodging Tax Advisory Committee members. – (Motion – Consent Agenda)
8. Amending the 2019-2020 Biennial Budget. – (Ordinance – Consent Agenda)
9. This is the date set for a public hearing on the FY 2020 Community Development Block Grant (CDBG) Annual Action Plan and Five-Year (2020-2024) Consolidated Annual Plan. – (Public Hearings and Appeals – Regular Agenda)
10. This is the date set for a public hearing on the Small Wireless Facility Franchise Agreement with New Cingular Wireless, LLC (AT&T). – (Public Hearings and Appeals – Regular Agenda)
11. Adopting the 2020 Lakewood Parks and Recreation Legacy Plan. – (Resolution – Regular Agenda)
12. Authorizing grant funding assistance through the Recreation and Conservation Office. – (Resolution – Regular Agenda)
13. Review of Community Development Block Grant (CDBG) small business loan criteria. – (Unfinished Business – Regular Agenda)
14. Lakewood Station District Subarea Plan Update. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

CITY COUNCIL COMMENTS


ADJOURNMENT

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



To: Mayor and City Councilmembers

From: Becky Newton, Economic Development Manager
David Bugher, Assistance City Manager for Development Services

Through: John J. Caulfield, City Manager 

Meeting Date: May 11, 2020

Subject: Lakewood Landing Update

Lakewood Landing is a redevelopment effort comprising of approximately 30 acres on Pacific Highway, between SR 512 and Bridgeport Way SW. The vision is for a mixed-use development, rich in amenities for residents, businesses, and the surrounding communities.

The effort has seen a couple of iterations over the years. In the mid-2000's, effort was made by a regional developer to assemble the land for a retail center. That effort stalled after the developer was unable to secure 7 ½ acres within the site belonging to WSDOT. This coupled with the Great Recession put the project on hold.

The City revitalized the effort, beginning in 2014. Both a fiscal benefits analysis and market analysis showed great potential for the site. We were able to secure a memorandum of understanding with WSDOT to market their property, and to perform the necessary tasks for redevelopment. An initial concept was developed in 2016.

The presentation will include an overview of the initial concept, current vision, funding considerations, potential timeline, and next steps.

Attachment: PowerPoint Presentation

Lakewood Landing

Lakewood City Council Update

May 11, 2020



TACOMA DESIGN
COLLABORATIVE





- The Early Days
- Fiscal Benefits Analysis
- Market Analysis
- WSDOT MOU
- Concept Development

- Property Owner Engagement
- Legislation
- Broker RFP and Contract
- Current Concept



2016 COMMERCIAL RETAIL/OFFICE/ENTERTAINMENT - MIXED USE CONCEPT

ENTERTAINMENT COMPLEX



AMF CHANGES THE FACE OF BOWLING –
HIP, NIGHTCLUB ATMOSPHERE



THEATER COMPLEX WITH UPSCALE IMAX

POTENTIAL IDEAS

BREWERY/RESTAURANT : POTENTIAL FOR AVIATION THEME



BIO-RETENTION AREA

INTERPRETIVE EDUCATION PATH WITH DUAL PURPOSE AS STORMWATER SITE DETENTION

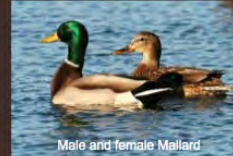


CONSTRUCTED WETLAND

A **WETLAND** is land saturated or covered with water for part or all of the growing season. It has a very unique plant and animal community.

More than half of the natural wetlands in the United States have been drained for human use including farming and development. *Constructed wetlands* are built to help replace valuable habitat that has been lost due to wetland drainage.

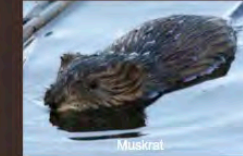
This constructed wetland was created by building a levee (dam). The water level is raised and lowered seasonally to provide a consistent water supply and to make available a variety of foods (seeds and invertebrates) for wildlife year-round.



Male and female Mallard



Belted Kingfisher



Muskrat

habitat

PROUDLY PROTECTED BY CARPENTERS ELEMENTARY

Who lives here?

Wetlands are home to many kinds of wildlife such as wood duck, mallard, kingfisher, wading birds like great blue heron and green heron, bullfrog, gray treefrog, American toad, spring peeper, muskrat, snapping turtle, banded water snake, spiders, dragonflies, many other aquatic and terrestrial insects, and many plants.



Why are wetlands important?

Natural and constructed wetlands are valuable because they...

PROVIDE HABITAT
(food, water, and cover) for more kinds of fish and wildlife than any other habitat type on earth!

REDUCE FLOODING
of downstream property by slowing floodwater during heavy rains

CLEAN THE WATER
we drink and swim in by catching and filtering pollution and sediment

CONSERVE WATER
by directing some rain water to underground streams and springs, in turn recharging our ground water supply

PROVIDE EDUCATION & RECREATION
opportunities for people



TACOMA DESIGN
COLLABORATIVE

I-5 NOISE REDUCTION: GABION WALLS FOR SOUND REDUCTION AND “BACK OF HOUSE” SCREENING

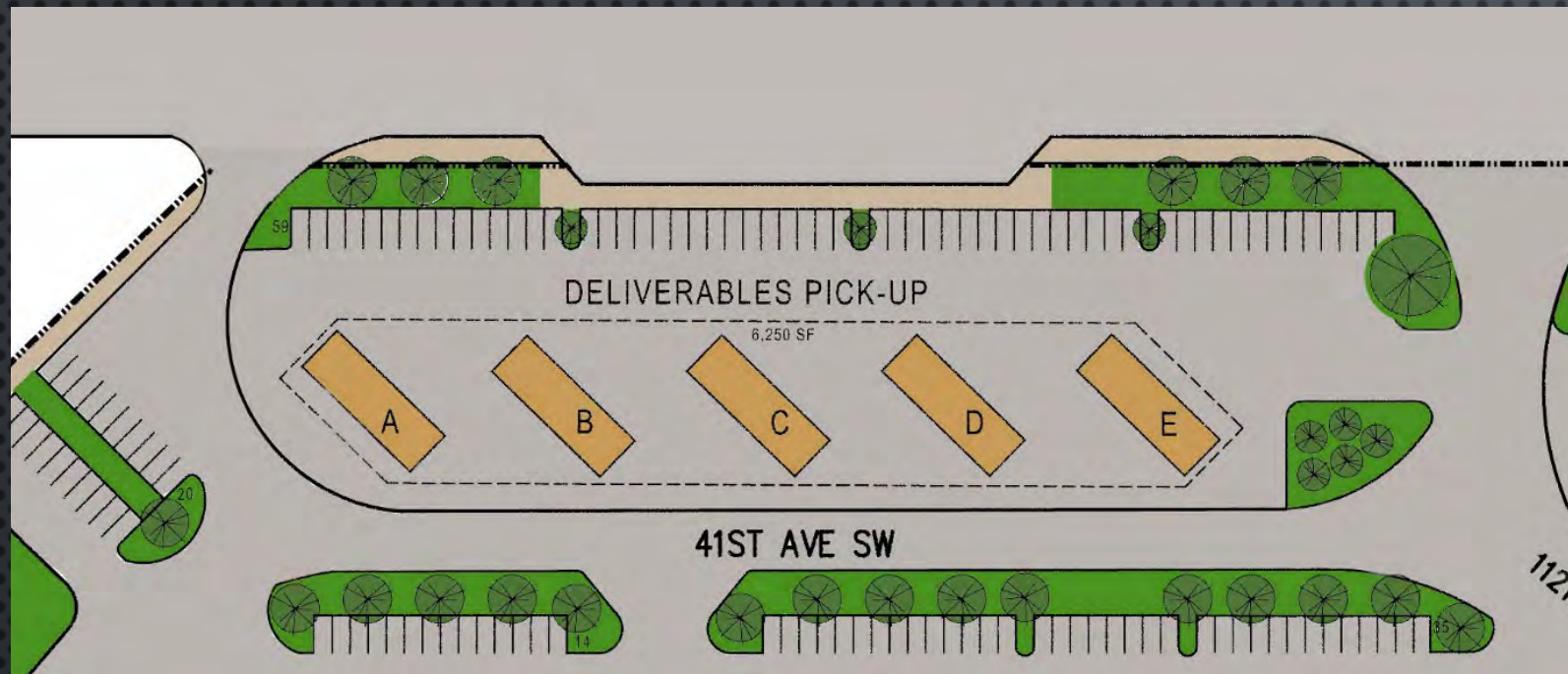


SUSTAINABLE OPPORTUNITIES:
SOLAR ROOFTOP COLLECTORS, WATER RECLAMATION,
NATIVE SPECIES, XERISCAPING & WATERWISE PLANTS



CONCEPTUAL SITE IDEAS

DELIVERABLES - RETAIL PICK UP/DROP OFF: FROM 2016 ORIGINAL CONCEPT (...MAYBE NOT A BAD IDEA IN THIS AGE OF COVID19)



The Customer Journey...The Loop:

Stage 1 – Inspiration and need realization. Shoppers are inspired by something they see in a window display or on a co-worker or in a magazine – you name it. They can't buy the item right when they see it because the store might be closed or they don't have time to research it further.

Stage 2 – Information Gathering. They do an online search for the item either with a QR code that takes them directly to the product page of the retailer or they conduct a general search on Google.

Nearly 75 % of young shoppers research online before purchasing in a store.

Stage 3 – Decision making and ordering. They decide to order it online using the Click-and-Collect option or what we in the States call the Buy-Online, Pickup-In-Store option.

Stage 4 - Home to store. They travel from their home to the store at a reserved time

Stage 5 – Entering the store. They go to a dedicated pickup area or a personal assistant in the store.

Stage 6 – Staff & Product Encounter. The employee builds trust and rapport and engages.

Stage 7 - Outfitting. While the shopper is examining the item they ordered, the employee offers additional items which may be either online or in-store.

Stage 8 - Checkout and point of sale. Customer pays for both in-store and online items which will be delivered.

Stage 9 – Delivery of online items at home or at a drop off site.

Stage 10 - Re-trigger. Shopper seeks new inspirations and the Loop begins again.

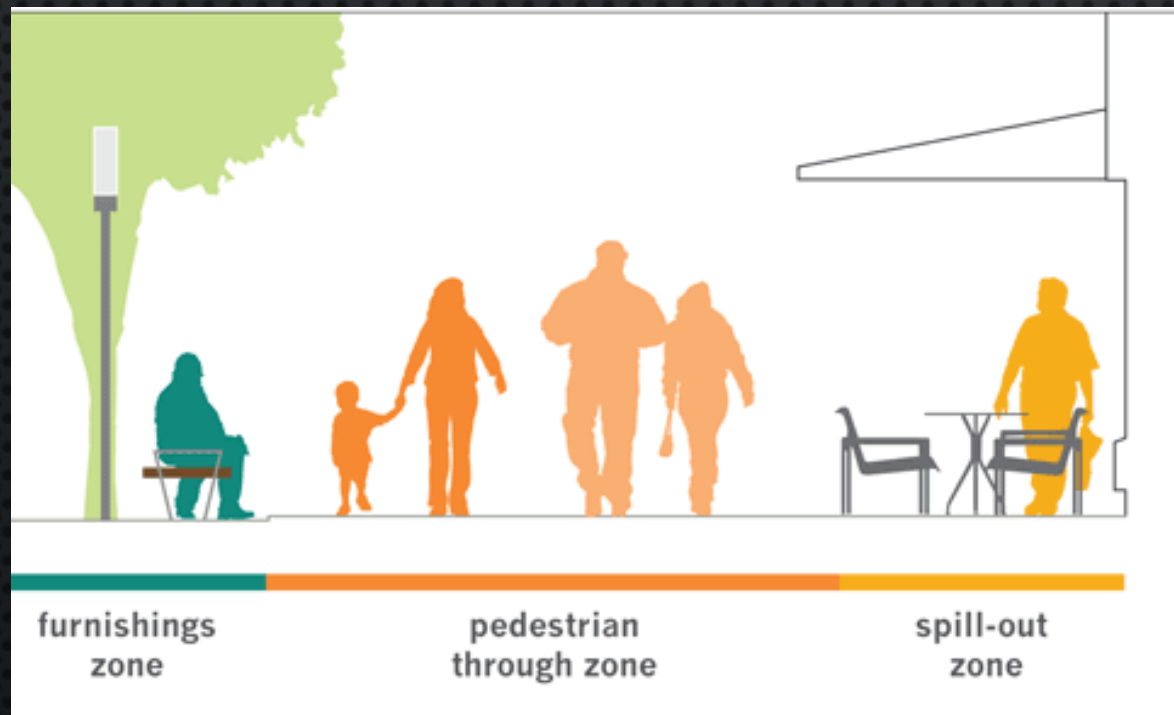
NOISE REDUCTION: PACIFIC HIGHWAY & I-5

BUILDINGS ACT AS CANYON WALLS – CENTRAL FOCUS ON
WATER FEATURE AND SPLASH PARK



COURTYARD MIXED USE: THE VILLAGE CONCEPT

RETAIL AND OFFICE NOW WITH MULTI-FAMILY HOUSING



LAKEWOOD LANDING

CENTRAL PLAZA



ENTERTAINMENT



ANCHOR RETAIL



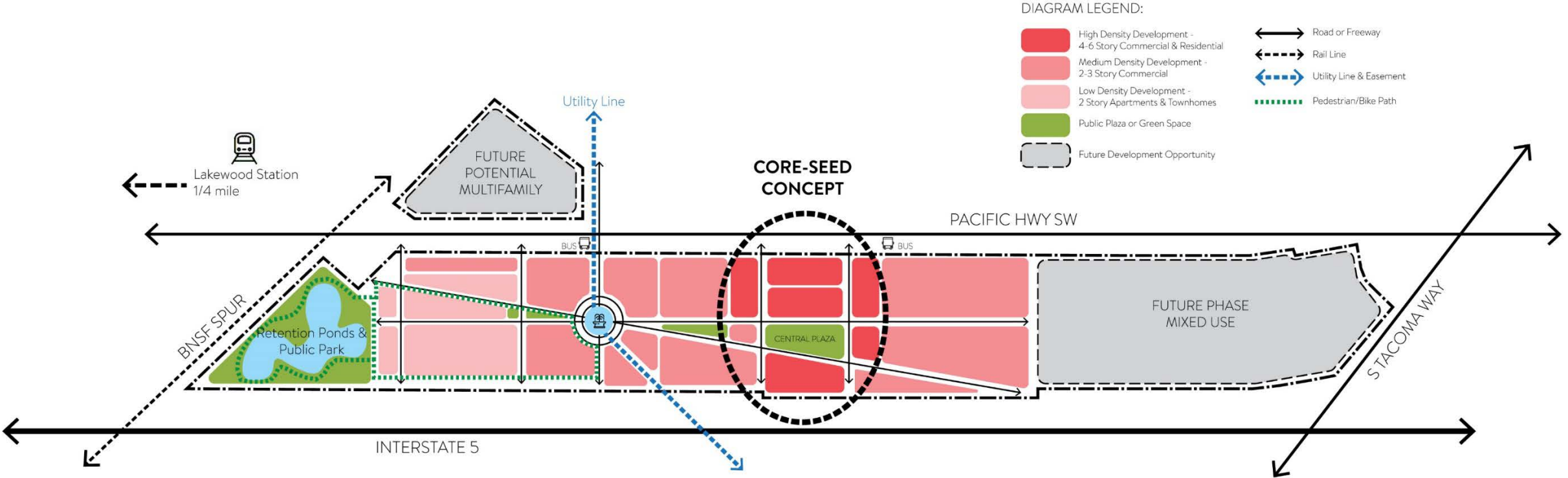
MIXED-INCOME HOUSING



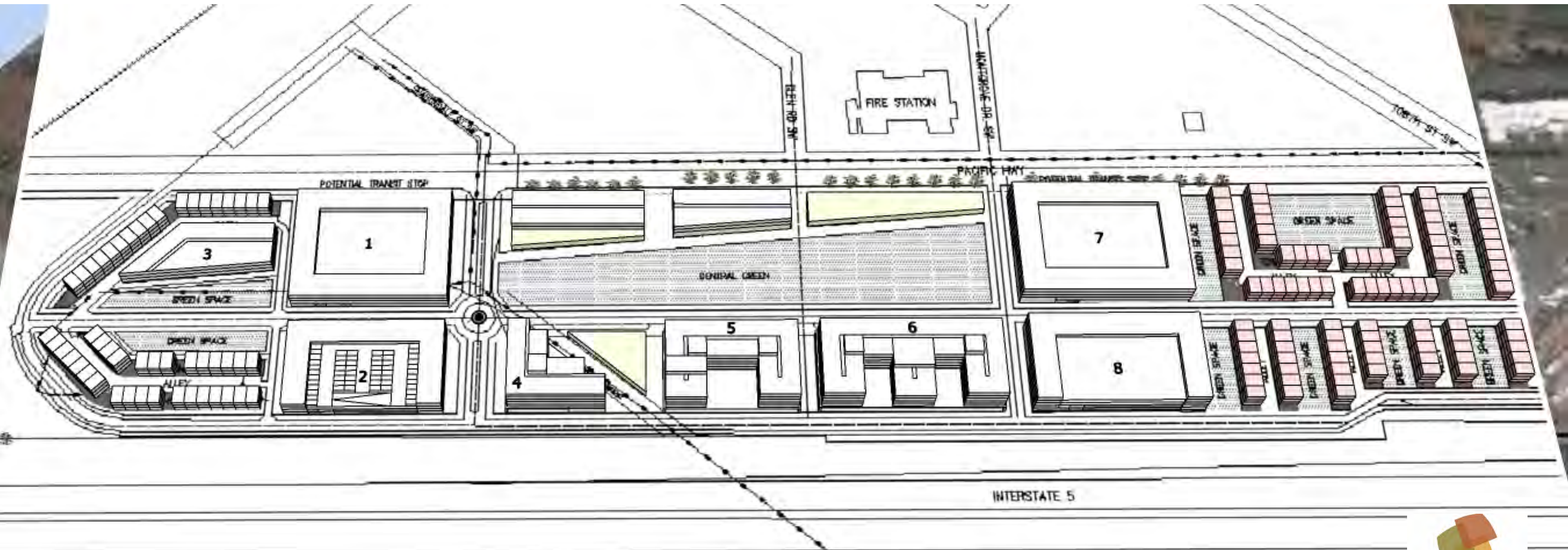
PEDESTRIAN-FOCUSED



LOCAL & SUSTAINABLE



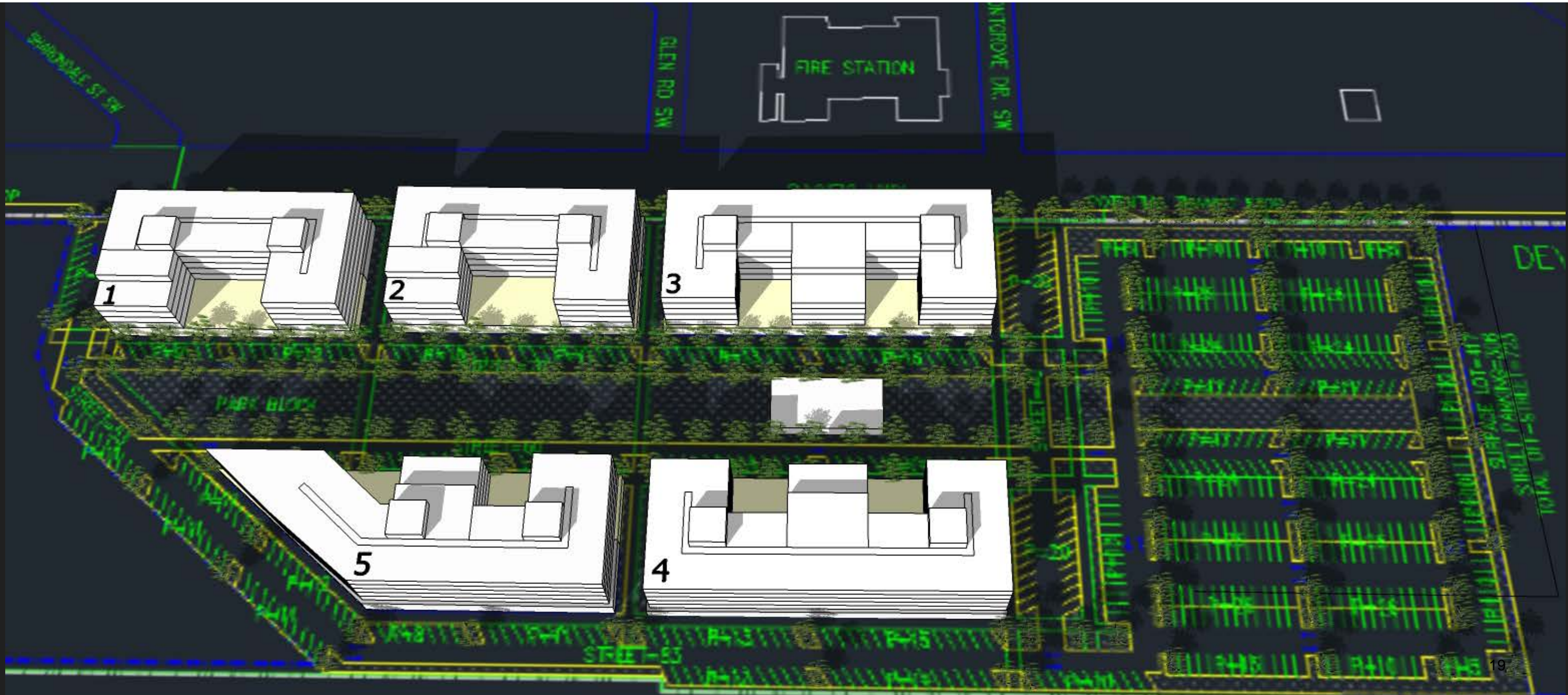
- FULL SITE BUILD-OUT WITH CENTRAL PARK
- 5 OVER 2 APARTMENTS IN CORE
- PARKING GARAGE “WRAP” APTS OUTSIDE CORE
- GENTLE DENSITY AT ENDS



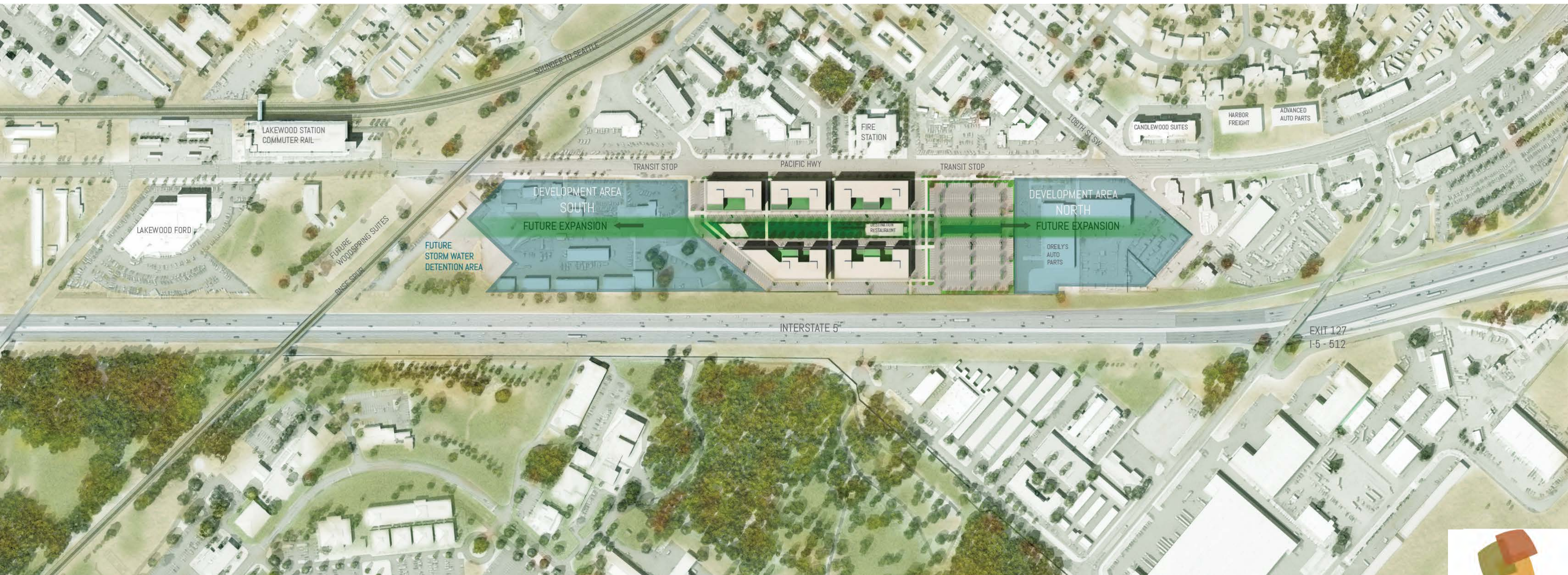
- DESIGN VERSION 2 – LIMITED TO CORE
- LOOP ROAD
- CENTRAL PARK WITH DESTINATION REST.
- PARKING BELOW CORE AND PARK
- TWO 'WRAP' APARTMENT BUILDINGS



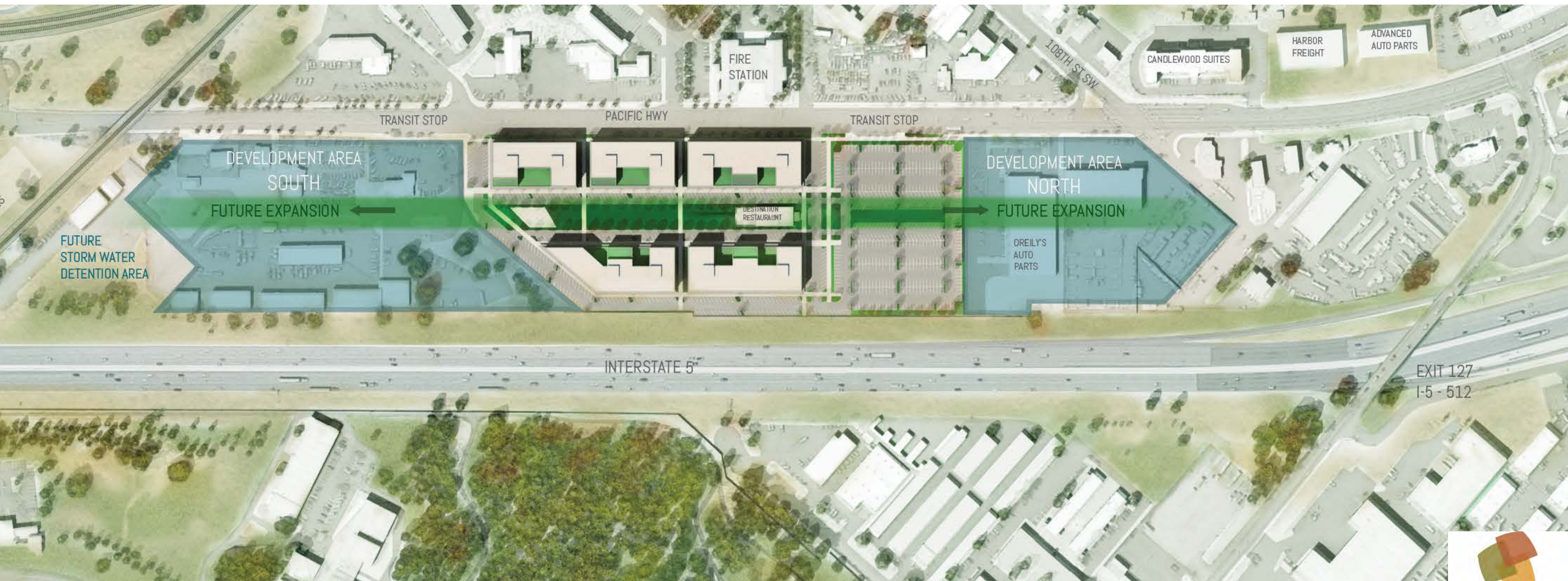
- DESIGN VERSION 3 – SMALLER CORE
- CENTRAL PARK SHIFTED TO PARK BLOCK
- 5 OVER 2 APARTMENTS ONLY
- RETAIL FACES PARK BLOCK



- DESIGN VERSION 3 – SMALLER CORE
- CENTRAL PARK SHIFTED TO PARK BLOCK 5 OVER 2 APARTMENTS ONLY
- RETAIL FACES PARK BLOCK



- DESIGN VERSION 3 – SMALLER CORE
- CENTRAL PARK SHIFTED TO PARK BLOCK 5 OVER 2 APARTMENTS ONLY
- RETAIL FACES PARK BLOCK





BIRD'S EYE VIEW TOWARDS I-5 AND MOUNT RAINIER

FERGUSON
ARCHITECTURE



TACOMA DESIGN
COLLABORATIVE



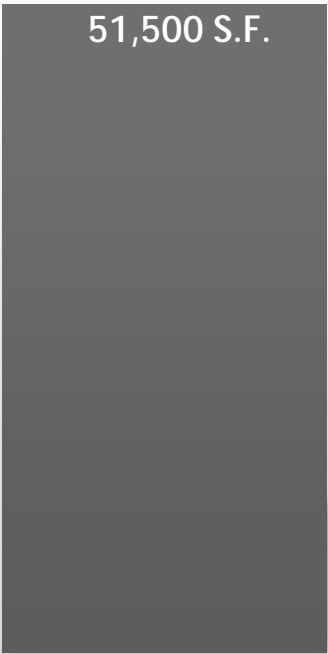




WSDOT FACILITY CONCEPT/PLANNING LEVEL ESTIMATE

WSDOT Facility Area Requirements: 5- 7 acres
Projected Land Cost: \$4,410,000 (\$15 per s.f.)
Project Facility Cost: \$27M - \$31M

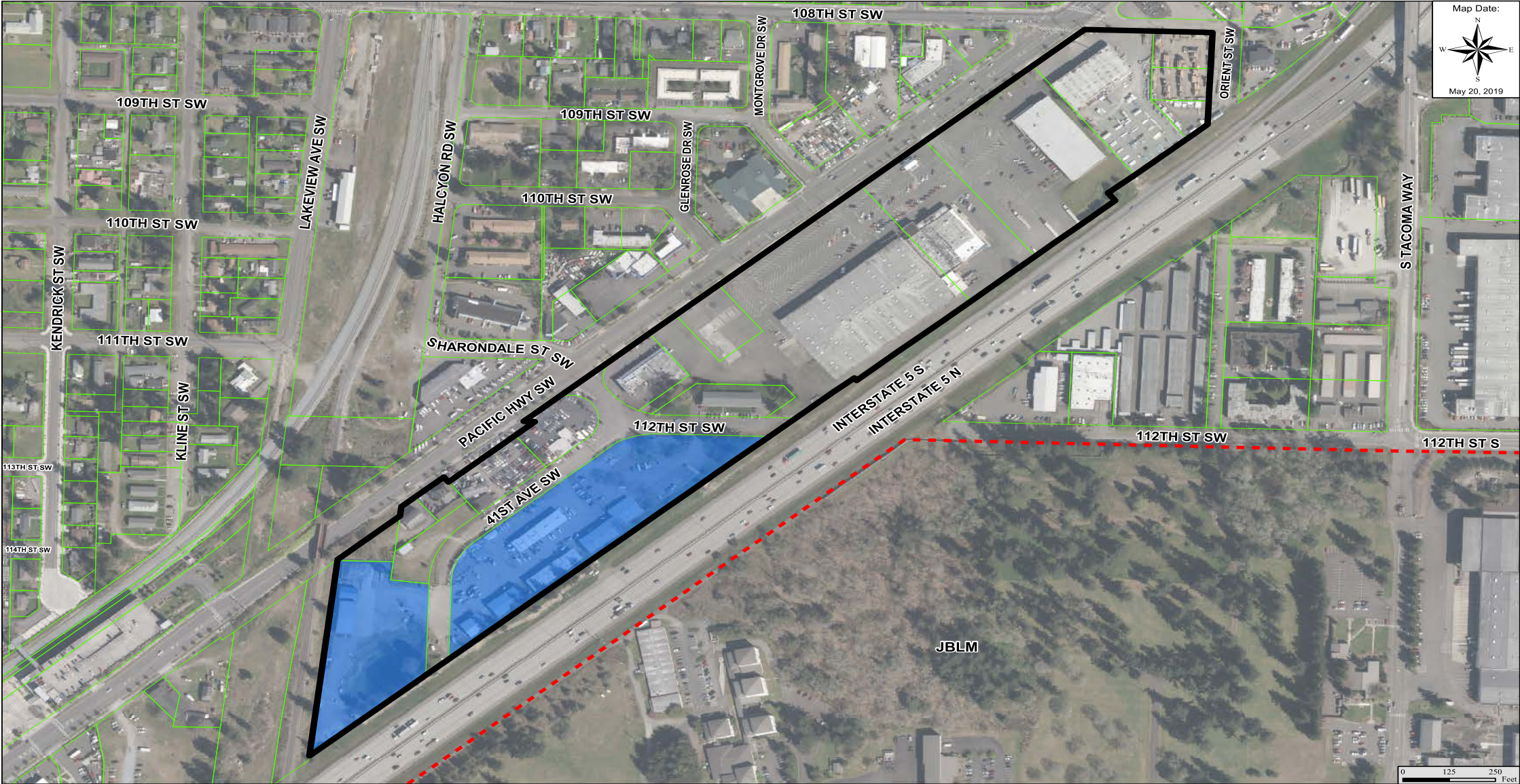
48% Larger



Proposed WSDOT Facility



Existing WSDOT Facility



Lakewood City Limit

ONE OPTION

**\$30,000,000 – NEW FACILITY
LESS:**

WSDOT CONTRIBUTION OF:

**\$7,530,000 (LAND)
\$2,559,348 (CASH)**

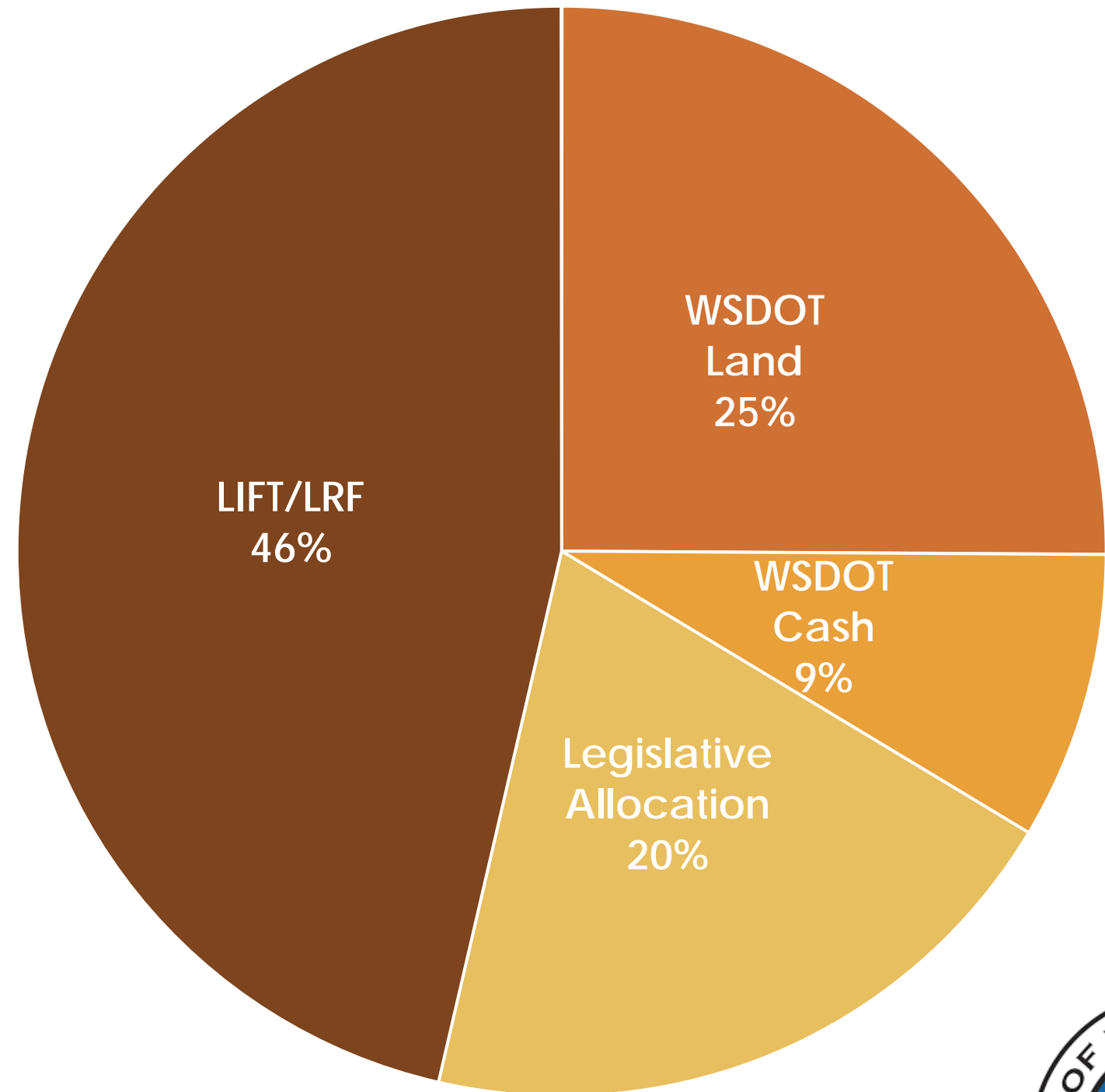
***DIRECT LEGISLATIVE ALLOCATION OR OTHER
SOURCE***

\$6,000,000 (CASH)

LIFT/LRF AWARD

**\$13,910,652 - DEBT SERVICE AT 2.75 PERCENT OVER
20 YEARS = \$985,116 PER YEAR**

LIFT/LRF \$1,000,000 PER YEAR FOR 20 YEARS





Funding Options

There are no residential projects in Lakewood currently supporting rents at \$2.35 per S.F. However, it is believed it may be possible to achieve rents of \$2.35 s.f. in the next few years assuming our economy remains strong and housing demand high. Reaching rents of \$2.50 per s.f. represents a 10 percent increase in rental income and would likely not attract development interest at this time requiring that we reduce the development cost or find a way to financially support some aspect of the project.

Public entities can financially support a development project based on the public amenity or benefit created. Funding public infrastructure is a strategy used by many jurisdictions to generate the envisioned development that organically would not be possible without this support. Such is predicted to be the case with Lakewood Landing. The recent pro forma analysis included the following site development cost that could be categorized as public infrastructure or providing a public amenity and benefit.

Streets	\$ 1,608,750
Sidewalks	\$ 569,500
Landscape	\$ 539,447
Storm/Treat	\$ 2,416,574
Total	\$ 5,134,270

Additionally, it is projected that in order to provide for the above public infrastructure, approximately 150,000 s.f. of land within the project is necessary. Land cost is estimated between \$20 and \$25 per s.f., resulting in a possible land cost associated with the identified infrastructure, of \$3M (based on \$20 per s.f.) based on land area of 150,000 s.f. This land area needs to be confirmed to accurately project its costs.

The total land costs for the initial phase of Lakewood Landing has been projected at \$15.5M which is part of the project's \$267M cost. Therefore, if funding were available from grants or other sources, a public entity such as the City of Lakewood could support the project by paying for public infrastructure expenses up to approximately \$8M (Land & Infrastructure). As discussed during our team discussion on January 9, if the City were able to financially support this amount, it would reduce the gap between what the market may support in terms of rent revenue and total construction costs; resulting in a need for residential rents of \$2.43 or approximately 5 percent more than our target proforma rents of \$2.35 per s.f.

Previously we have identified some potential sources of infrastructure funding and project funding (costs related to the private or vertical development). These sources have been identified below based on that original work and modified based on current circumstances.

City Incentives

- **5 Million** Infrastructure Grant or Contribution
- Multi-family property **tax exemption** of 8 years for market rate housing and 12 years if a minimum of 20% of the units or rented or sold as affordable housing.
- A **priority permit review process** will apply to the development for the Lakewood Landing project. The City will prioritize the project and a project ombudsman will assist with developer/ City relations and communication.
- **No Impact Fees:** No Transportation, Park Impact, School Impact, or Fire Impact Fees.
- **No Local B&O Tax:** No local Business & Occupation Tax
- Fifty Percent Discount on Building Permit Fees – **valued at \$1 million**



Total Projected Construction Cost: \$267M (Central Core)

Residential Units: 760 with average of 691 S.F.

Retail: 87,000 S.F.

Total Parking Spaces: 1,474
(914 residential; 209 retail; 348 restaurant; 3 extra)



Significant ROI

2015 City of Lakewood Study

Annual benefit* estimate mid-level retail:

\$4.5 - 9.5 million

WA State

\$700K - 1.4 million

Lakewood

\$350 - 800K

Pierce Transit

\$175 - 275K

Pierce County

\$25,000

**Pierce County
Library**

\$10,000

Port of Tacoma

Lakewood Landing

TODAY

Activity/Action

Year 2020

Year 2021

Year 2022

Year 2023

Year 2024

Year 2025

Central Core Development

Property Owner Support

Meet with Property Owners About Project Vision
Obtain Listing Agreements/JV Interest

Developer Input

Identify Developers
Request feedback on Development Offering
Develop Summary to Guide Formal Solicitation

RFQ

Develop RFQ
Invitation and Publish
Evaluate and Select Top Developers

RFP

Develop RFP
Invite Developers to Respond Based on RFQ Selection
Evaluate and Select Preferred Developer

Developer Agreements

Negotiate Term Sheet
Negotiate PSA and P3 Agreements

Infrastructure Funding, Entitlements & Construction

Grant Application/Contribution
Permit Approvals
Construction Activity

WSDOT Facility

Planning & Support

Legislative Funding
Refine Facility Needs
Determine Construction Delivery Method
Permit Approvals
Construction Activity
Demolition/Clear Existing Site

North/South Development

Property Owner Support

Meet with Property Owners About Project Vision
Obtain Listing Agreements/JV Interest

RFQ

Develop RFQ
Invitation and Publish
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Grant Application/Contribution
Permit Approvals
Construction Activity

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Next Steps

- *Obtain support from key property owners in Central Core Area.*
- *Obtain feedback from identified developers and revise offering as appropriate.*
- *Upon property owner support in Central Core Area, solicit development proposals through competitive offering (process to be determined).*
- *Continue to advance WSDOT facility relocation for future development opportunities consistent with Central Core vision and development.*
- *Evaluate proposals/offers and select developer(s)*





LAKEWOOD LANDING

Explore. Soar. Land, at Home.

A DYNAMIC, MIXED-USE DEVELOPMENT OPPORTUNITY
IN LAKEWOOD, WASHINGTON





LAKEWOOD LANDING

Explore. Soar. Land, at Home.

A DYNAMIC, MIXED-USE DEVELOPMENT OPPORTUNITY
IN LAKEWOOD, WASHINGTON



LAKEWOOD LANDING presents an excellent development opportunity for commercial and residential uses in the heart of a well-established commercial district in Lakewood, Washington.

The City is looking to partner with a developer that understands the potential afforded by this site, executing on a vision of an enhanced commercial district that contributes to the social, environmental and economic health of the community.

The result of Lakewood Landing as an architectural, urban design landmark will set the bar for new development in Lakewood and thus, requires a developer benefit for such a standard.

Live,

Shop,

Enjoy.


LAKEWOOD
LANDING



OPPORTUNITY

The City is pursuing a developer that understands the City's objectives and wants to create a project that enhances the commercial district and contributes to the social, environmental and economic health of the community, setting the bar for new development in Lakewood.

The property is an integral part of the Lakewood Station District, a subarea identified within the City's Comprehensive Plan as a priority for economic development and housing to maximize public transit.

Covering approximately 35 acres, the Lakewood Landing development site affords an exceptional opportunity for redevelopment, creating retail, office and housing on this premier site along the I-5 corridor and adjacent to the commuter rail station which connects Lakewood to Seattle.

Redevelopment of Lakewood Landing is one of the City of Lakewood's highest priorities.

The City of Lakewood will actively participate in and facilitate the project through various incentives, including accelerated permitting, infrastructure capital contributions and staff support, working with the developer to bring the vision of Lakewood Landing into reality.



VISION

The City of Lakewood envisions a mixed-use development at Lakewood Landing, rich in amenities for residents, businesses, and the surrounding communities. Inclusive of ground floor retail and restaurant space, plus multifamily housing, Lakewood Landing will give the future residents and visitors of Lakewood Landing walkable shopping and lifestyle spaces alongside immediate proximity to regional transit at the Lakewood Sounder Station.

Lakewood Landing is not just any new, ordinary development; it will create that sense of place that residents and consumers demand. Imagine living in Lakewood Landing, just steps away to your favorite coffee shop, restaurants with craft beers, retail shopping and window browsing - all connected in a park-like courtyard setting. A perfect place to people watch, have a bite to eat, grab a pint of your favorite brew, and connect with friends and family.

The future of Lakewood Landing is casual and fun to visit yet also a destination in itself, complimenting the existing shopping and transit amenities that already exist nearby.

**Lakewood
Landing
is no
ordinary
place.**



LOCATION

LAKEWOOD LANDING SITE

The Lakewood Landing acreage is located at 11417 Pacific Highway SW in Lakewood, WA.

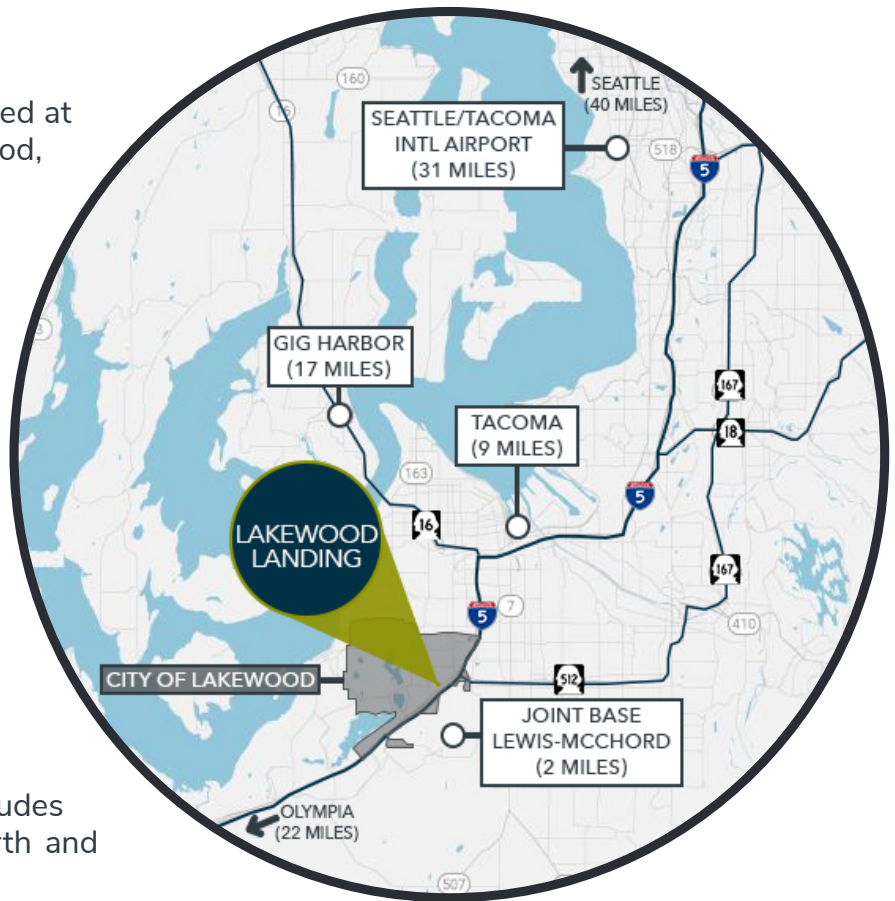
The property is bounded by both Interstate 5 and Pacific Highway, directly south of SR 512. The site is adjacent to the Sounder Transit commuter rail station that connects Lakewood to Seattle.

With its Pacific Highway location, prime Interstate 5 frontage, strong daily traffic counts and close proximity to the Lakewood Sounder Station, the site is ideal for transit-oriented retail, medical and mixed-use development.

Features include:

- Visibility from Interstate 5 that includes over 280,000 vehicles per day (north and south bound)
- Key access to Interstate 5 and State Route 512

With the full site comprised of 30-acres, the initial development phase of Lakewood Landing is the Central Core, including approximately 11.5 acres or 35% of the total site.



DEVELOPMENT

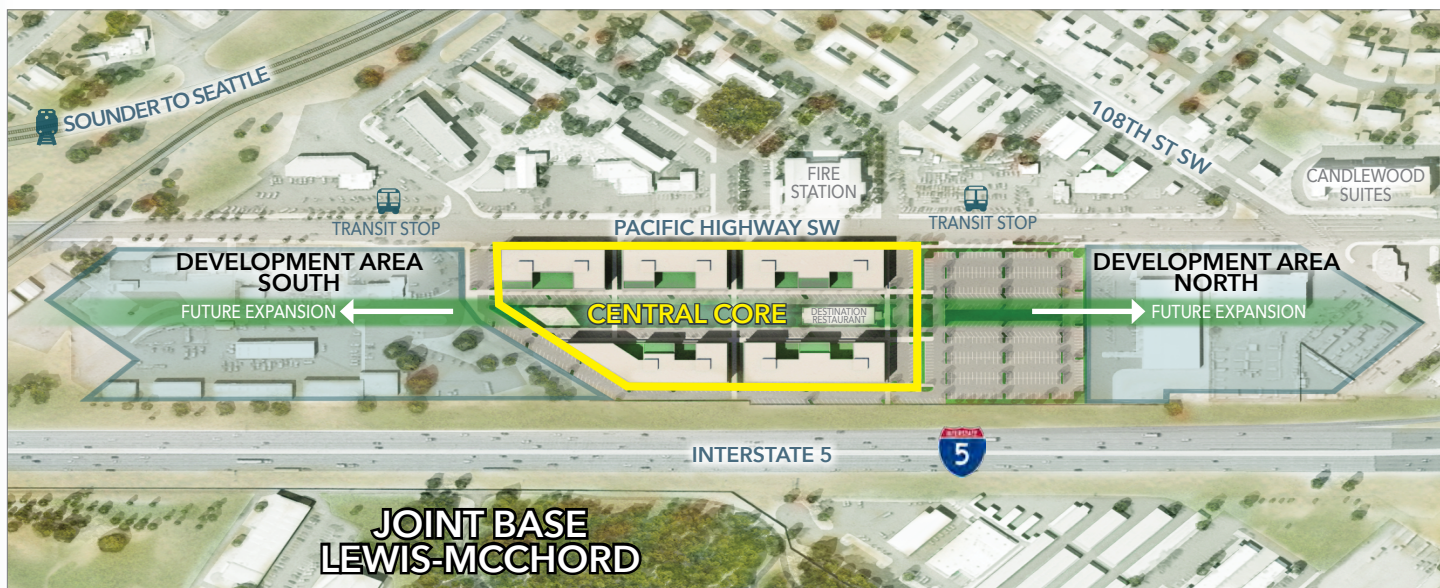
SITE PLAN CONCEPT

As part of the larger Lakewood Station District, Lakewood Landing is primary component of the economic development, housing diversification and transit-oriented solutions in the City's Comprehensive Plan. As an area targeted for major urban growth, Lakewood Landing will represent the special emphasis placed on design to enhance the pedestrian environment and create a diverse new urban neighborhood.

The City identified and studied several redevelopment scenarios for Lakewood Landing, ranging from a retail / housing concept to a high-end retail, office, and entertainment development.

As it currently exists, the concept plan for Lakewood Landing includes a mix of retail and housing, based in a walkable courtyard setting. This concept was an evolution from the all commercial concept in response to the high demand for housing in the region. The initial phase in a retail / housing concept could include a **development of 760 housing units and 87,000 SF of retail**, and would encourage multi-modal transport, specifically with the anticipated ridership increase of Sounder Transit rail, accessed at the adjacent Lakewood Station.

While the existing concept visions are acceptable to the City, they recognize that alternate viable development concept options exist and welcome these for consideration.



DEVELOPMENT

ALTERNATIVE CONCEPT

Prior to the inclusion of housing in the development concepts, the City studied several redevelopment scenarios for Lakewood Landing, ranging from high-end retail, office, and entertainment concepts. While the existing concept visions are acceptable to the City, they recognize that alternate viable development concept options exist and welcome these for consideration.

FULL SITE PLAN - BIRDS EYE VIEW FACING SOUTH



RETAIL / OFFICE / ENTERTAINMENT CONCEPT -
CENTRAL COURTYARD FACING PACIFIC HIGHWAY



CENTRAL COURTYARD FACING I-5



LAKEWOOD STATION DISTRICT

The City has prioritized the 318-acre Lakewood Station District as an important area for economic development and housing to maximize public transit. Under a grant from the State Department of Commerce, the City is developing the subarea plan for Lakewood Station District Subarea.

As a strategic multi-modal commuter hub, the Lakewood Station District is defined as a transit-oriented neighborhood with higher density residential, medically-oriented businesses, and other commercial uses responding to a high capacity transit corridor.

Lakewood Landing is a 30+ acre development opportunity at the heart of this district.



LAKEWOOD STATION TRANSPORTATION CORRIDOR



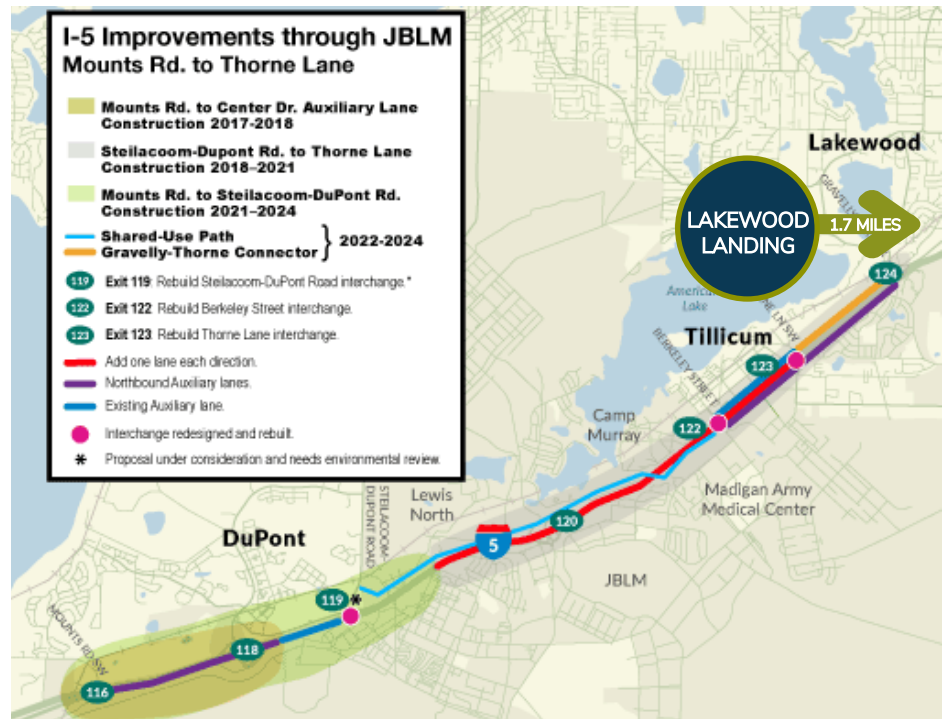
TRANSPORTATION IMPROVEMENTS

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION



Alongside the further development of the Lakewood Station District Subarea (LSDS) Plan, Lakewood Landing will benefit from transportation improvement projects underway through WSDOT. Included in the Connecting Washington transportation revenue package is a **\$495 million Corridor Improvements project, funded through a 10-year period from 2015-2025.**

This vicinity map shows the four stages of construction of the I-5 - Mounts Road to Thorne Lane I/C Corridor Improvements project.



COMPLETED STAGES

- Stage 1: I-5 - Mounts Road to Center Drive - Auxiliary Lane Extension - construction began in spring of 2017. Northbound I-5 was widened between Mounts Road and Center Drive for an auxiliary lane. The new extended auxiliary lane opened to traffic in Nov. 2017. Final striping will occur in spring 2018. In later stages of construction, this lane will be converted into a general purpose lane.
- Stage 2: I-5 - Steilacoom - DuPont Rd. to Thorne Lane - The design build contract was scheduled to begin mid-2018. This project rebuilds the Thorne Lane and Berkeley Street interchanges, and add a fourth lane to I-5 in each direction from Thorne Lane to just past JBLM's main gate.

UPCOMING STAGES

- Stage 3: I-5 - Mounts Road to Steilacoom-DuPont Road project - scheduled to begin in 2021. This project will build improvements between Mounts Road (Exit 116) and Steilacoom-DuPont Road (Exit 119). Improvements to the Steilacoom-DuPont Road interchange are being finalized.
- Stage 4: Gravelly-Thorne Connector and Shared-Use path. Next steps for this design-build project include a compatibility report, right-of-way acquisition and a competitive bidding process. Project construction will then occur beginning 2022.



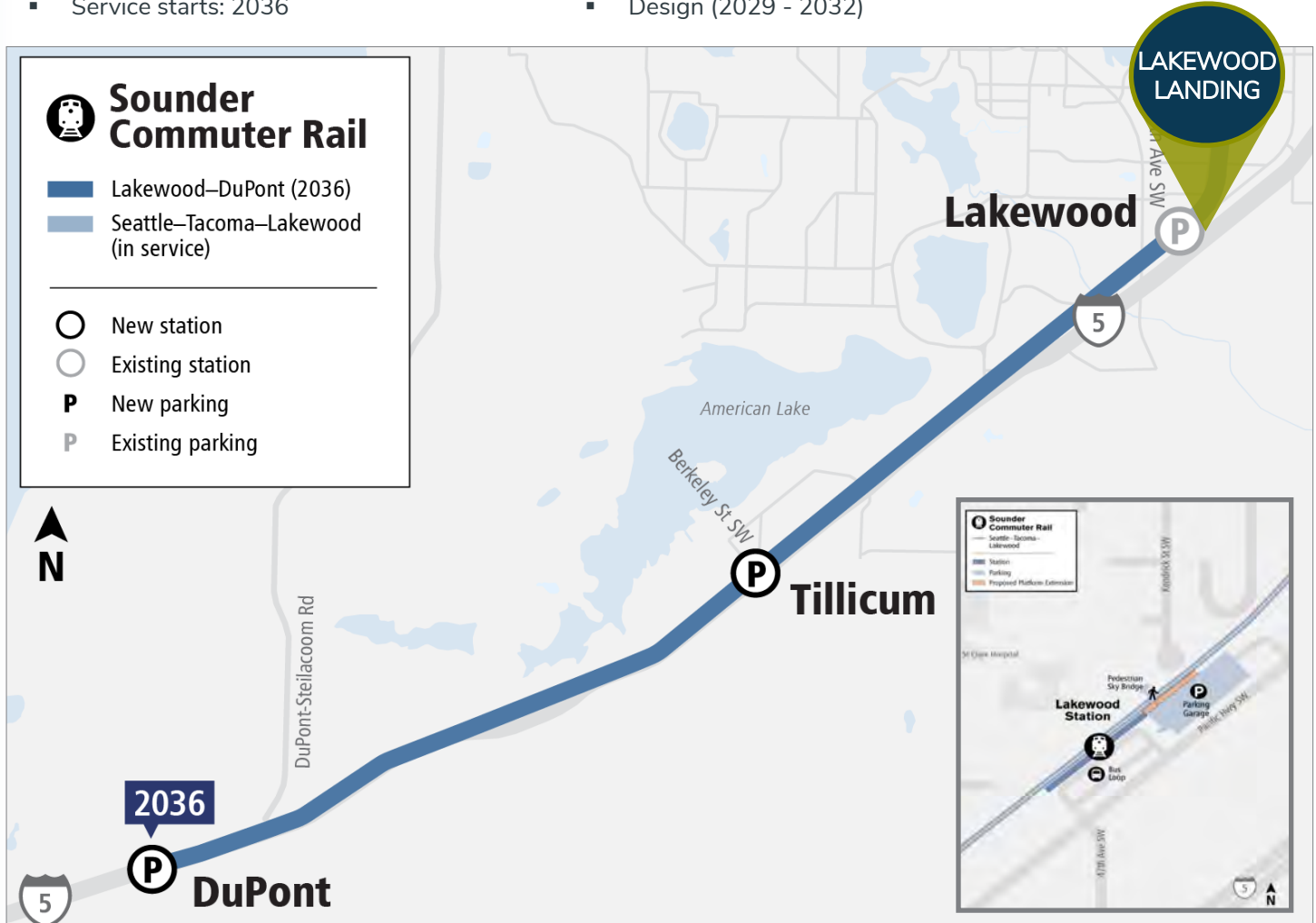
Sounder South extends south from Lakewood adding new stations at Tillicum and DuPont, both with parking. The new stations will help provide service to Joint Base Lewis-McChord as well as to residents and businesses in south Pierce County.

FACTS

- Two stations: Tillicum and DuPont
- Planning starts: 2025
- Service starts: 2036

TIMELINE AND MILESTONES

- Voter approval (2016)
- Planning (2025 - 2029)
- Design (2029 - 2032)
- Construction (2032 - 2036)
- Open for service (2036)



CITY INCENTIVES



CITY INCENTIVES

The City will offer the following incentives to the selected purchaser / developer depending on the benefit to the community from the proposed Lakewood Landing project:

- The City will pursue grant opportunities to support needed infrastructure on the site. Based on the current vision, the City is planning to make substantial contributions towards public streets, sidewalks, storm water, and green space/park amenities on the site. **These infrastructure improvements alone total approximately \$5 million.** In the event that grant opportunities do not materialize, the City will make direct contributions from its current resources depending on the community and fiscal benefit received from the development.
- Residential multi-family property **tax exemption** of 8 years for market rate housing and 12 years if a minimum of 20% of the units or rented or sold as affordable housing.
- A **priority permit review process** will apply to the development for the Lakewood Landing project. The City will prioritize the project and a project ombudsman will assist with developer/ City relations and communication.
- **No Impact Fees:** No Transportation, Park Impact, School Impact, or Fire Impact Fees.
- **No Local B&O Tax:** No local Business & Occupation Tax
- Fifty Percent Discount on Building Permit Fees – **valued at \$1 million**





Explore.



Soar.



*Land,
at home.*

LAKEWOOD
LANDING

THE CITY OF LAKEWOOD

The City of Lakewood has a positive business climate established to help businesses compete in the marketplace. This includes no development impact fees or local Business & Occupation (B&O) tax and an approved EB5 Regional Center designation that promotes private investment and three approved Opportunity Zones. The City of Lakewood offers all businesses “wrap around” services to help owners navigate the permitting process, apply for financing, and recruit a trained workforce. The commercial districts have valuable, yet affordable property ripe for redevelopment.

The City of Lakewood has the momentum, the plan, the amenities, and the competitive advantages - along with one more critical component - a healthy, business-friendly City Government that is ready to work with business owners to build something better together.



BUILD
YOUR
BETTER
HERE

COMMUNITY PROFILE

Lakewood is the second largest city in Pierce County, Washington with 60,000 residents, over 5,000 businesses, and three retail trade areas: Towne Center/Colonial Center, Pacific Highway/Bridgeport Way and the International District.

It is strategically located between Seattle-Tacoma International Airport and Olympia, the state capital. The city has six miles of Interstate 5 freeway frontage with six exits as well as being the terminus of SR-512, a major state highway connecting Lakewood with east Pierce County markets and Mount Rainier, the most popular tourist destination in Washington. Lakewood is the gateway to the celebrated Chambers Bay Golf Course, home of the 2015 U.S. Open.

Lakewood is the host community to Joint Base Lewis-McChord, one of the largest military installations in the United States, and Camp Murray, headquarters of the Washington Military Defense Army and Air National Guard.

America's Promise Alliance has named Lakewood as one of the nation's "100 Best Communities for Young People" five years in a row. Economic development and job creation are top priorities for the City of Lakewood.



LAKEWOOD AT A GLANCE

35.6

**MEDIAN
AGE**



A READY AND DIVERSE WORKFORCE

Our millennial population is larger than the region with 18,585 people between 20-34 years old and our retiree population is slightly smaller at 9,778. Our racial diversity is higher than the national average and we have 9,520 foreign-born residents.

\$34.4M

**CITY CAPITAL
INVESTMENT
2019-2020**



TOP EDUCATION AND TRAINING

We are home to award-winning Clover Park School District and two colleges: Pierce College and Clover Park Technical College, which provide in-depth educational offerings and job training opportunities and graduate 3,500 students annually.

19

**TOTAL
SQUARE
MILES**



JOBS AND INDUSTRY

There are 33,000 jobs in Lakewood. Top growth industries are healthcare and social services, accommodations and food services, and construction. Top industry gross regional product is government due to proximity to Joint Base Lewis-McChord.

\$8.34B

**ANNUAL
EXPORTS**



**BUILD
YOUR
BETTER
HERE**

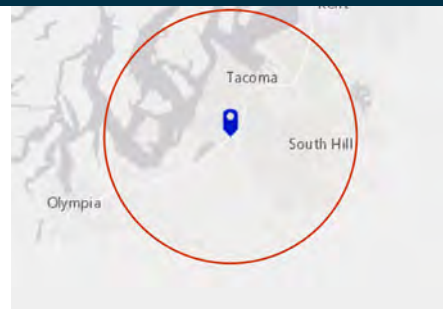
COMMUNITY HIGHLIGHTS

- 32 miles from Seattle-Tacoma International Airport, 13 miles from the Port of Tacoma (7th largest port in North America) and 24 miles from the state capital in Olympia and the Port of Olympia.
- EB5 & New Market Tax Credit eligible area.
- Joint Base Lewis McChord (JBLM), a pivotal base for operations in Asia, with over 50,000 uniformed and civilian employees located adjacent to the City; The annual impact of payroll and operating expenditures at JBLM are over \$9.2 billion in economic output and impact to the regional economy.
- More than 9,000 non-Department of Defense civilian contractors associated with Joint Base Lewis McChord that utilize local services.
- Pierce College and Clover Park Technical College train and support an educated workforce.
- Award-winning school district.
- A wide variety of homes available in price points from affordable to premier housing.
- Beautiful parks, lakes, and open spaces.



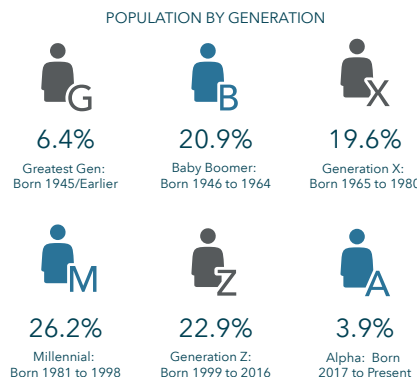
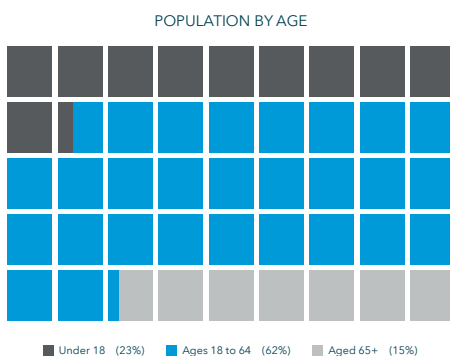
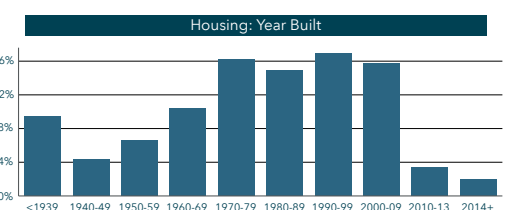
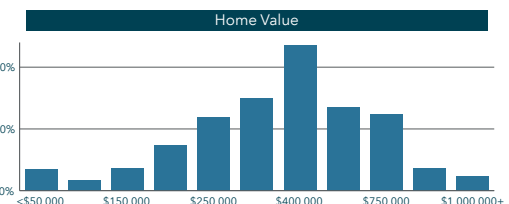
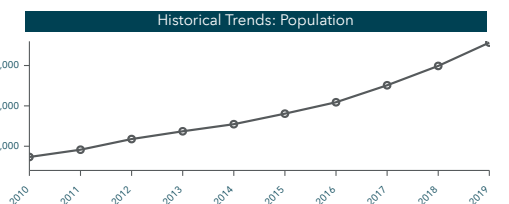
POPULATION TRENDS AND KEY INDICATORS

15-MILE RADIUS



942,708	351,332	2.62	36.8	\$69,251	\$328,909	102	97	64
Population	Households	Avg Size Household	Median Age	Median Household Income	Median Home Value	Wealth Index	Housing Affordability	Diversity Index

MORTGAGE INDICATORS



esri THE SCIENCE OF WHERE U.S. Census Bureau, Esri forecasts for 2019 and 2024, Esri Vintage 2019 Time Series

Source: This infographic contains data provided by American Community Survey (ACS), Esri, Esri and Bureau of Labor Statistics. The vintage of the data is 2013-2017, 2019, 2024.



ECONOMIC PROFILE

CITY OF LAKEWOOD | ECONOMIC INDICATORS | 2ND QUARTER 2019

Total Jobs				
Industry	2012	2014	2016	2018
Agriculture, Forestry, Fishing and Hunting	52	51	48	47
Mining, Quarrying, and Oil and Gas Extraction	-	-	-	-
Utilities	60	57	63	63
Construction	1,026	1,149	1,295	1,548
Manufacturing	903	921	956	997
Wholesale Trade	868	1,038	887	880
Retail Trade	3,114	3,470	3,867	3,987
Transportation and Warehousing	1,815	2,222	2,154	2,031
Information	211	246	225	229
Finance and Insurance	898	853	920	978
Real Estate and Rental and Leasing	599	620	620	772
Professional, Scientific, and Technical Services	842	900	978	906
Management of Companies and Enterprises	3	4	2	2
Administrative and Support and Waste Management and Remediation Services	762	738	950	1,000
Educational Services	3,300	3,278	3,548	3,590
Health Care and Social Assistance	9,192	9,737	10,808	11,158
Arts, Entertainment, and Recreation	984	979	1,039	1,110
Accommodation and Food Services	2,440	2,529	2,692	2,832
Other Services (except Public Administration)	1,993	1,385	1,446	1,488
Public Administration	654	602	590	478
Total	29,714	30,778	33,088	34,096

Source: Workforce Central; Chmura JobsEQ

Type/ Year	Income							
	Median Household Income		Mean Household Income		Mean Family Income		Per Capital Income	
	2010	2017	2010	2017	2010	2017	2010	2017
Washington State	\$57,277	\$66,174	\$74,331	\$88,563	\$86,528	\$103,318	\$29,733	\$34,869
Pierce County	\$57,869	\$63,881	\$70,845	\$80,909	\$81,169	\$93,028	\$27,446	\$31,157
City of Tacoma	\$47,862	\$55,506	\$61,452	\$70,533	\$72,541	\$84,018	\$25,377	\$29,420
City of Lakewood	\$42,476	\$47,636	\$62,326	\$63,638	\$78,518	\$76,982	\$26,760	\$26,982
Health Insurance Coverage								
	Privately Insured		Publicly Insured		No Insurance		Under 19 with no insurance	
Washington State	X	70.8%	X	33.5%	X	8.3%	X	3.8%
City of Lakewood	X	60.4%	X	46.7%	X	10.9%	X	4.6%

Source: American FactFinder (Census Bureau)

Clover Park School District Student Enrollment				
School Year	2016-2017	2017-2018	2018-2019	2019-2020
# of Students Enrolled	13,231	13,308	12,953	13,545

Source: Clover Park School District

Adjusted 4-Year Cohort Graduation Rate			
Graduating Class	2016	2017	2018
Clover Park High School	85%	83.6%	84.2%
Lakes High School	95.3%	94%	91.9%
Harrison Preparatory School	100%	100%	100%
District	89.9%	88.7%	88.6%

Source: Washington State Office of Superintendent of Public Instruction; Clover Park School District

Regional & National Index			
Date	June 30, 2017	June 30, 2018	June 30, 2019
Consumer Price Index (CPI) Seattle-Tacoma-Bellevue	263.756	272.395	278.631
National Prime Lending Rate	4.25	5.00	5.50
Dow Jones Industrial Average	21,349.63	24,271.41	26,599.96
NASDAQ	6,140.42	7,510.30	8,006.24

Sources: Google Finance, Yahoo Finance, JP Morgan Chase, U.S. Bureau of Labor Statistics

General Demographics and Statistics	
Incorporation	1996
Government Style	Council-Manager
Population	59,670
Households	24,453
Homeownership	10,846
Median Household Income	\$47,636
Residents with a Minimum 4 Year Degree	20.9%
Active General Business Licenses	6,174
Assessed Property Value	\$6 Billion (estimate)
Neighborhood Associations	4
Citizen Advisory Boards	10
Land Area	17.2 sq mi
Water Area	1.8 sq mi
Median Resident Age	35.6
Percent below poverty	19.3%

Source: City of Lakewood

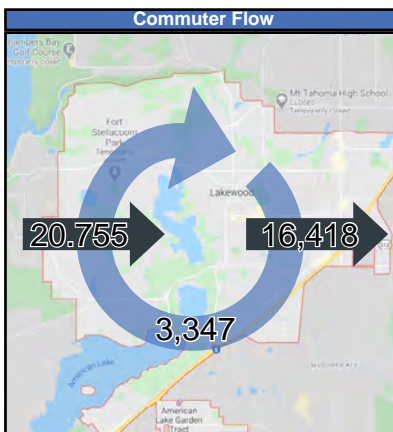
Public Safety	
Sworn Police Officers	99
Patrol Units	48
Calls for Service, 2018	47,910
EMS/Rescue responses,	5,204
Number of Fire Personnel	143

Source: City of Lakewood; West Pierce Fire and Rescue

Lakewood Police Department Crime Stats

Culture and Recreation	
Libraries	2
Developed Parks	14
Natural Area Parks	11
Parks & Open Space Acreage	617
Fort Steilacoom Park Acreage	340
Public Golf Courses	2
Adult Community Center	1

Source: City of Lakewood



Source: Thinking About Sustainability, Ali Modarres, University of Washington Tacoma

JOINT BASE LEWIS-MCCHORD



Joint Base Lewis McChord (JBLM), a pivotal base for operations in Asia, with over 50,000 uniformed and civilian employees located adjacent to the City; The annual impact of payroll and operating expenditures at JBLM are over \$9.2 billion in economic output and impact to the regional economy.

A military installation the size of JBLM is a major employment center, comparable to large businesses such as Boeing, Microsoft and Amazon. JBLM is the #2 employer in the state and #1 employer in Pierce County. Its impact is felt across the region and state.

ECONOMIC IMPACT



JOBS

- JBLM is the #2 employer in the state and #1 employer in Pierce County.
- JBLM's workforce of active duty and DOD civilians exceeds 52K. With 45K military dependents and 32K retirees the population serviced at JBLM exceeds 120K.
- More than 9,000 non-Department of Defense civilian contractors associated with Joint Base Lewis McChord.



SPENDING

- According to the 2018 JBLM Regional Economic Impact Analysis, overall \$9.2B impact on the regional economy
 - \$4.9B in salary;
 - \$1.7B spent in retail sales in Pierce and Thurston County;
 - \$560M spent on rental housing.



HOUSING

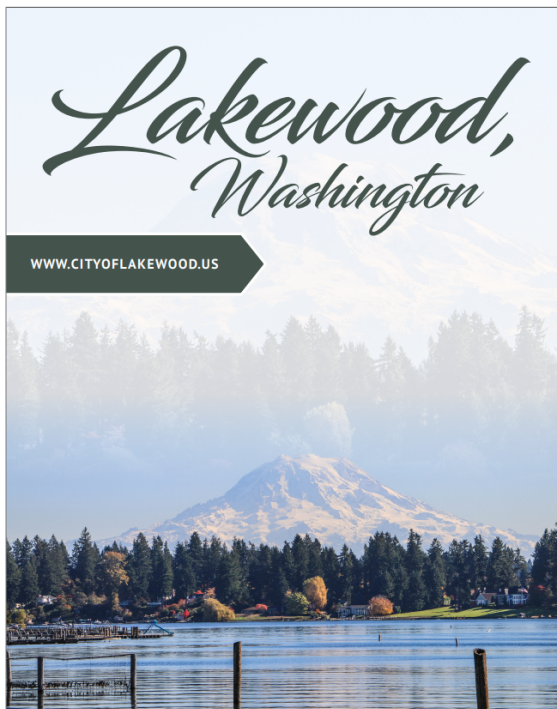
- 85% of the JBLM workforce live off-base interacting with surrounding communities.
- There are 5,149 housing units on-base at a 99% occupancy rate.
- 71% of the Active Duty workforce lives off-base. Including the civilian workforce, 87% live off-base.
- 60% own and 40% rent. 42% spend \$1,501-\$2,000 month on housing.
- ~27,000 use their military housing allowance to rent or purchase homes spending ~\$17,000 per year on housing.
- \$459M in BAH spent by JBLM military workforce in the region.
- ~2,500 transitioning service members choose to stay in the South Sound every year

FEATURED MEDIA

Business In Focus: November 2018



Business View Magazine: April 2018



Business In Focus: February 2017



FDI Alliance International: September 2018



ADDITIONAL RESOURCES

The following additional online resources available for this project include:

[City of Lakewood
City of Lakewood
Official Website](http://www.cityoflakewood.wa.gov)

[Build Your
Better Here](http://www.cityoflakewood.wa.gov/build-your-better-here)

[Lakewood Station
District](http://www.cityoflakewood.wa.gov/lakewood-station-district)

[Lakewood Landing](http://www.cityoflakewood.wa.gov/lakewood-landing)

[Joint Base Lewis-
McChord
JBLM
Official Website](http://www.jblm.mil)

[South Sound Military
&
Communities
Partnership](http://www.southsoundmilitary.com)



**BUILD
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BETTER
HERE**

With Opportunity Zones, Multifamily Tax Exemptions, a Foreign Trade Zone, and amazing transportation access, Lakewood bulldozes barriers to investment.

BuildYourBetterHere.com/WREB





LAKEWOOD LANDING

Explore. Soar. Land, at Home.

A DYNAMIC, MIXED-USE DEVELOPMENT OPPORTUNITY
IN LAKEWOOD, WASHINGTON

FOR MORE INFORMATION, CONTACT:

TOM BROWN

tbrown@lee-associates.com
253-444-3024

VANESSA HERZOG

vherzog@lee-associates.com
253-444-3020

CHRISTIAN MATTSON

cmattson@lee-associates.com
253-444-3021

KYLE PROSSER

kprosser@lee-associates.com
253-444-3025

ZANE SHIRAS

zshiras@lee-associates.com
206-773-2676




**LEE &
ASSOCIATES**

COMMERCIAL REAL ESTATE SERVICES



TO: Mayor and City Council

FROM: Shannon Kelley-Fong, Senior Policy Analyst

THROUGH: John J. Caulfield, City Manager 

DATE: May 11, 2020

SUBJECT: Review of draft Ordinance granting a Small Wireless Franchise Agreement to New Cingular Wireless, LLC (AT&T)

PURPOSE: The purpose of this memorandum is to review a proposed draft Ordinance granting New Cingular Wireless PCS, LLC (“AT&T”) a Small Wireless Facility Franchise Agreement (“Franchise agreement”) in the City of Lakewood (“City” or “Lakewood”). If approved, the Franchise agreement would allow AT&T to deploy Small Wireless Facilities (SWF) in the City’s rights-of-way (ROW) provided it follows the terms of the Franchise agreement which includes obtaining all required City permits and paying City fees.

BACKGROUND: Wireless systems, like other utilities, are a critical component to Lakewood’s viability as a place to live, work, play, and conduct business. To provide sufficient levels of connectivity, SWFs, a type of wireless broadband infrastructure, are increasingly important components of wireless systems. SWF are used to augment wireless coverage in areas with high demand; SWFs strengthen cellular coverage and improve data speeds for wireless networks, including 4G and 5G networks. In the future, demand for wireless networks will continue to increase. The impact of the coronavirus (COVID-19) has already resulted in the increased demand and need for wireless systems, for example, schools, healthcare providers, and more businesses are operating increasingly online.

Exhibit A and **Exhibit B** provide examples of SWF. **Table A** provides a brief overview of the differences between marcocell towers and SWF. It is important to highlight that SWF differ significantly from marcocells.

TABLE A		
Marcocell and SWF		
	Marcocell	SWF
Pole Height	200ft – 400ft	30-50ft
Coverage	2-10 miles	Few 1000 ft

Exhibit A – SWF #1



Exhibit B-SWF #2



Exhibit C – Marcocell tower



The franchise agreement would provide AT&T the authority to construct, maintain, repair, and operate SWF in the City's ROW. The franchise agreement does not allow AT&T to construct marocell facilities within the City's ROW.

Pursuant to RCW 35.21.860, the City is prohibited from imposing franchise fees upon a telephone business or "service provider" as defined in RCW 35.99.010, but can seek reimbursement for costs associated with the preparation, processing, and approval of the franchise agreement, including wages, benefits, overhead expenses, meetings, negotiations, publication fees, and other functions related to the approval of the franchise agreement. The City requires a \$5,000 SWF Franchise Application deposit for this purpose. The City is tracking all personnel costs associated with the preparation, processing, and approval of this franchise agreement.

KEY ELEMENTS OF THE PROPOSED FRANCHISE:

The City's SWF Franchise agreement was modelled after active SWF Franchise agreements in other cities in Washington state.

Term. The term of this franchise is five (5) years. This duration is consistent with SWF franchise agreements in other Washington cities. Per the agreement, either party may provide notice of its intent to not renew the franchise following this initial term, see Section 3.

Permits. AT&T must obtain all necessary permits associated with activities undertaken through this Franchise. This includes land use and development and ROW permits, as well as pavement degradation fees.

In December 2019, the City adopted Lakewood Municipal Code (LMC) Title 18A, Land Use and Development Code, including 18A.95, Wireless Service Facilities, Article IV, Small Wireless Facilities, which prescribes SWF application requirements, review criteria, permit requirements, design zones, and design requirements that meet the FCC Declaratory Ruling and Third Report and Order of September 26, 2018 (FCC 18-133A). SWF installed in the ROW as part of the proposed franchise agreement must be installed in conformity with LMC 18A.95.

The City currently uses the 'safe harbor' fees identified in FCC 18-133A. The City of Lakewood Fee Schedule can be accessed [here](#). The FCC identified 'safe harbor' fees are:

Non-reoccurring fees:

- Small Cell Facility application: \$500.00, includes up to five (5) small cell facilities.
- Additional Small Cells Facilities: \$100.00 per small cell facility.
- New Pole for Small Cell Facility attachment(s): \$1000.00

Reoccurring fees:

- Annual ROW Access fee: \$270.00
- City owned infrastructure attachment and use fee: \$270.00

Master license agreement. City-owned poles may be used for approved SWF facilities *if* AT&T secures a SWF master license agreement (MLA), which is an additional agreement

outside of this franchise agreement. The City has provided AT&T with draft SWF MLA language. To date, the City and AT&T have not agreed to SWF MLA terms. Any future SWF MLA would be executed by the City's Engineer.

Unauthorized Installations. The City will provide written notice to AT&T of any Unauthorized Facilities identified by City staff. AT&T will have 30 days to establish the site as authorized through the City's established SWF permit process. Failure to establish an unauthorized SWF as authorized will result in the imposition of an Unauthorized Facilities Installation Charge in the amount of \$500.00 per Unauthorized Facility per day starting on the 31st day.

Placement. If SWF are installed in a location that is not in accordance with approved plans or impedes pedestrian or vehicular traffic or does not comply or otherwise renders the City Rights-of-way non-compliant with applicable Laws, including the Americans with Disabilities Act, AT&T is required to remove the SWF. After ten (10) business days from receiving written notification by the City of non-compliant conditions, AT&T will be subject to a \$500.00 per day penalty for every day AT&T remains non-compliant.

Use. All SWF must be put into use within one year of receiving approval. Any SWF not put to use within one year of approval shall be deemed an Unauthorized Installation and subject to the Unauthorized Facilities Installation Charge.

FISCAL IMPACT: None.

RECOMMENDATIONS: Adopt the proposed Ordinance providing AT&T a SWF franchise agreement.

ALTERNATIVES: The City Council may alter elements of the proposed Ordinance. This would require additional negotiation with AT&T.

NEXT STEPS: A public hearing on the proposed Ordinance is tentatively scheduled for May 18, 2020. City Council action on the proposed Ordinance is tentatively scheduled for June 1, 2020. The City Council may approve or deny the franchise at this time.

ATTACHMENTS

Attachment A – Draft Ordinance providing AT&T with a Small Wireless Facility Franchise Agreement

CITY OF LAKEWOOD, WASHINGTON

ORDINANCE NO. XX

AN ORDINANCE OF THE CITY OF LAKEWOOD, WASHINGTON, GRANTING UNTO NEW CINGULAR WIRELESS PCS, LLC (“AT&T”), A DELAWARE LIMITED LIABILITY COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF WASHINGTON, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND AUTHORITY TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR AND OPERATE WIRELESS CELLULAR FACILITIES KNOWN AS SMALL WIRELESS FACILITIES WITHIN THE PUBLIC RIGHTS OF WAY, PROVIDING FOR SEVERABILITY AND RATIFICATION, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, New Cingular Wireless PCS, LLC (“AT&T”), a Delaware Limited Liability Company (hereafter “Franchisee”) has made application to the City to construct, install, maintain, repair and operate Small Wireless Facilities within the public rights-of-way of the City; and

WHEREAS, Franchisee is a telecommunications company that, among other things, provides wireless communications services to customers in the Puget Sound region; and

WHEREAS, based on the representations and information provided by Franchisee, and in response to its request for the grant of a franchise, the City Council has determined that the grant of a non-exclusive franchise, on the terms and conditions herein and subject to applicable law, are consistent with the public interest; and

WHEREAS, Franchisee intends to install its Small Wireless Facilities within the rights-of-way; and

WHEREAS, the City Council has determined that the use of portions of the City's rights-of-way for installation of Small Wireless Facilities is appropriate from the standpoint of the benefits to be derived by local business and the region as a result of such services; and

WHEREAS, the City Council also recognizes that the use of public rights-of-way must be restricted to allow for the construction of amenities necessary to serve the future needs of the citizens of Lakewood and that the coordination, planning, and management of the City's rights-of-way is necessary to ensure that the burden of costs for the operations of non-municipal interests are not borne by the citizenry; and

WHEREAS, Franchisee agrees to secure all appropriate agreements and permits required by the City for the placement of Franchisee Facilities within the City’s boundaries; and

WHEREAS, the City is authorized by state law to grant such nonexclusive franchises within the boundaries of the City; and

WHEREAS, City staff and Franchisee have been working together to negotiate a franchise agreement allowing Franchisee to install Small Wireless Facilities in the public rights-of-way; and

WHEREAS, pursuant to RCW 35.21.860, the City is prohibited from imposing franchise fees upon a telephone business or “service provider” as defined in RCW 35.99.010, but can seek reimbursement for costs associated with the preparation, processing, and approval of the franchise agreement, including wages, benefits, overhead expenses, meetings, negotiations, publication fees, and other functions related to the approval of the franchise agreement.

THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

1. Definitions

For the purposes of this Franchise, the following defined terms, phrases, words and their derivations shall have the meaning provided below. When not inconsistent with the context in which the word is used, words used in the present tense include the future, words in the plural include the singular, words in lower case shall have their defined meaning even if the words are not capitalized, and words in the singular include the plural. Undefined words shall be given their common and ordinary meaning.

1.1 “Agency” means any governmental agency or quasi-governmental agency other than the City, including the FCC.

1.2 “Approved Wireless Facility(ies)” means Small Wireless Facilities which have been approved for installation by the City.

1.3 “City” or “Lakewood” means the City of Lakewood, a Washington State municipal corporation.

1.4 “Construct” or “Construction” means to install, operate, maintain, upgrade, remove, replace, repair, and/or restore any new or existing Facility, and may include, but is not limited to, digging and/or excavating to install, operate, maintain, upgrade, remove, replace, repair, and restore existing pipeline(s) and/or Facilities.

1.5 “Cost” means any actual, reasonable, and documented costs, fees, or expenses, including but not limited to attorneys’ fees.

1.6 “Day” means calendar day(s) unless otherwise specified.

1.7 “Director” means the head of the Public Works Engineering Department (or its successor department) of the City, or his or her designee.

1.8 “Effective Date” This Franchise is effective on the date it is fully executed by both parties following approval of the Franchise by an ordinance of the Lakewood City Council.

1.9 “Emergency” means a set of circumstances which demands immediate action to preserve public health, protect life, and protect public property.

1.10 “FCC” means the Federal Communications Commission or successor entity.

1.11 “Facility” or “Facilities” means, collectively or individually, any and all Franchisee’s Small Wireless Facilities.

1.12 “Franchise” means this ordinance and any related amendments, attachments, exhibits, or appendices.

1.13 “Franchise Area” means all present and future Lakewood Rights-of-Way for public roads, alleys, avenues, highways, streets, and throughways (including the area across, above, along, below, in, over, through or under such area), laid out, platted, dedicated, acquired or improved, and all city-owned utility easements dedicated for the placement and location of various utilities provided such easement would permit Franchisee to fully exercise the privilege granted under this Franchise within the area covered by the easement, without interfering with any governmental functions or other franchises or easements.

1.14 “Franchisee” means New Cingular Wireless PCS, LLC (“AT&T”), a Delaware Limited Liability Company authorized to do business within the State of Washington, and its respective successors and assigns and, when appropriate, agents, contractors (of any tier), employees, officers and representatives.

1.15 “Inventory of Facilities” means an accurate and current inventory of all Franchisee’s Small Wireless Facilities approved by City pursuant to this Franchise and installed by Franchisee, including sites that become inactive for any reason.

1.16 “Hazardous Substance” means any and all hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant, including all substances designated under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Usability Act, 42 U.S.C. § 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136 et seq.; the Washington Hazardous Waste Management Act, RCW Chapter 70.105, and the Washington Model Toxics Control Act, RCW Chapter 70.1050, as they exist or may be amended; or any other Laws. The term “Hazardous Substance” shall also be interpreted to include any substance which, after release into the environment, will or may reasonably be anticipated to cause death, disease, injury, illness, abnormalities, behavioral abnormalities, stunted or abnormal growth or development, or genetic abnormalities.

1.17 “Law” or “Laws” means any federal, state, or municipal code, statute, ordinance, decree, executive order, governmental approval, permit, regulation, regulatory program, order, rule, published specification, public standard, Environmental Law, or governmental authority, that

relate to telecommunications services, including but not limited to 47 U.S.C. § 101, et. seq. (Telecommunications Act of 1996), RCW 19.122 (Underground Utilities), WAC 480-80 (Utilities General – Tariffs and Contracts), RCW 35.99 (Telecommunications, Cable Television Service – Use of Rights-of-way), WAC Chapter 296-32 (Safety Standards for Telecommunications), RCW Chapter 80.36 (Telecommunications), WAC Chapter 480-120, et. seq., (Telephone Companies), RCW Chapter 35.96 (Electric and Communication Facilities – Conversion to Underground), and any related Laws. All references to Laws shall mean as they exist, may be amended or created. Notwithstanding the foregoing, Laws shall not include any amended law or newly created law that violates Franchisee’s rights to continue or modify existing non-conforming uses, or any other changes to laws which do not apply to previously-constructed real estate improvements and/or wireless communications facilities.

1.18 “Master License Agreement” means the City of Lakewood’s Master License for Small Wireless Facilities on City Facilities.

1.19 “Parties” means the City of Lakewood and Franchisee.

1.20 “Public Properties” means present and/or future property owned or leased by Lakewood within Lakewood’s present and/or future control and/or jurisdictional boundaries.

1.21 “Public Ways” means any highway, street, shoulder, landscape area between sidewalk and curb or shoulder, alley, sidewalk, utility easement (unless their use is otherwise restricted for other users), or other areas designated for the public Rights-of-Way in the City of Lakewood that have been accepted by Lakewood for use as the public Rights-of-Way, including without limitation public Rights-of-Way for motor vehicles or any other uses under Lakewood’s control and/or in its jurisdictional boundaries, consistent with RCW 47.24.020 (Jurisdiction, control) and 47.52.090 (Cooperative agreements — Urban public transportation systems — Title to highway — Traffic regulations — Underground utilities and overcrossings — Passenger transportation — Storm sewers — City street crossings).

1.22 “Rights-of-way” means land acquired by reservation, dedication, prescription or condemnation, and intended to be used as a road, sidewalk, utility line or other similar public use. This term shall not include county, state, or federal rights-of-way or any property owned by any person or agency other than the City of Lakewood, except as provided by applicable Laws or pursuant to an agreement between the City and any such Person or Agency.

1.23 “Services” means wireless services offered by Franchisee in the City of Lakewood pursuant to its authority from the WUTC to provide competitive local exchange services.

1.24 “Small Wireless Facilities” or “Facilities” or “SWF” or “SWFs” has the same meaning as set forth in LMC 18A.95, as adopted or hereinafter amended.

1.25 “Telecommunications System” means all necessary Facilities owned or used by Franchisee for the purpose of providing Mobile Telecommunications Services and located in, under, and above City Streets, excluding ducts, conduits and vaults leased from another City franchisee, licensee, lessee or permittee.

1.26 “Poles” means any Pole located in the public rights-of-way and owned by a private utility company or City Light Poles that are suitable for the installation of Small Wireless Facilities. In addition to this Franchise, a Master License Agreement is required for use of approved City Light Poles.

1.27 “Work” means to construct, excavate, install, maintain, upgrade, remove, repair, replace and/or restore by, for, or at Franchisee’s request.

2. Grant of Authority

2.1 Pursuant to RCW 35A.47.040, the City hereby grants Franchisee a non-exclusive license to use the City’s Rights-of-way, generally described as those areas within the present and future boundaries of the City and hereinafter referred to as the “Franchise Area,” to attach, install, construct, operate, lease, maintain, repair, replace, reattach, reinstall, relocate, and remove its Facilities, subject to the conditions outlined in this Franchise. Approved Facilities shall not unreasonably impair any improvement or interfere with the intended use of the City’s Rights-of-way. Franchisee shall obtain all permissions necessary to attach to Poles, conduits or related facilities.

2.2 This Franchise Agreement merely authorizes Franchisee to occupy and use the Franchise Area. This franchise does not confer any other rights described herein nor does it permit Franchisee to use the City’s Rights-of-way for purposes not specified in this Franchise. Nothing in this Franchise shall be deemed to grant, convey, create, or vest in Franchisee a real property interest in land, including any fee, leasehold interest, or easement.

2.3 Any work performed pursuant to the rights granted under this Franchise shall be subject to prior review and approval by the City in accordance with all applicable existing Laws.

2.4 Conditions: The purpose of this Franchise is to delineate the conditions relating to Franchisee’s use of the Franchise Area and to create a foundation for the Parties to work cooperatively in the public’s best interests after this ordinance becomes effective. This Franchise is granted subject to Lakewood’s land use authority, public highway authority, police powers, franchise authority, and any other case law, statutory or inherent authority, and is conditioned upon the terms and conditions provided in this Franchise, and Franchisee’s compliance with all Laws.

2.5 Risk and Liability: By accepting this Franchise, Franchisee assumes all risks or liabilities related to the Franchise, with no risk or liability conferred upon Lakewood except as expressly set forth in this Franchise. This Franchise is granted upon the express condition that Lakewood retains the absolute authority to grant other or further franchises in any Rights-of-Way and any Franchise Area, provided the parties to such other franchises do not unreasonably interfere with the use and placement of Franchisee’s existing Facilities. This and other franchises shall in no way prevent or prohibit Lakewood from using any of its Franchise Area, or affect its jurisdiction over them or any part of them, and Lakewood retains absolute authority to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacations of same

as Lakewood may see fit, including the dedication, establishment, maintenance and improvement of all new or existing Rights-of-Way, Public Property or Public Ways.

3. Terms

3.1 Term. This Franchise shall commence on the Effective Date and extend for an initial term of five (5) years (the “Initial Term”), unless it is earlier terminated by either Party in accordance with the terms of the Franchise.

3.2 Renewal. Following the Initial Term, this Franchise shall be automatically renewed for one (1) successive five (5) year term (“Renewal Term”), unless either party gives the other party written notice of its intent not to renew this Franchise at least sixty (60) days prior to the expiration of the Initial Term. All terms and conditions of this Franchise shall remain in full force and effect for any subsequent Renewal Term.

3.3 Effect of Expiration of Franchise. Upon expiration of the Franchise, Franchisee shall have up to 90 days following expiration in which to remove all of its Facilities and related equipment from City Rights-of-Way, except as otherwise provided in Subsection 9.1. Within 30 days following expiration, Franchisee shall provide the City with a schedule and timeline for removing the Facilities. Thereafter, Franchisee shall have no access to City Rights-of-Way for the purpose of installing any Facilities.

4. Privileges Conveyed

4.1 Franchise Granted. Pursuant to the Telecommunication Act of 1996 § 253(c), Lakewood Municipal Code, and the laws of the State of Washington including, but not limited to, RCW 47.24.020 (Jurisdiction, control), RCW 47.52.090 (Cooperative agreements — Urban public transportation systems — Title to highway — Traffic regulations — Underground utilities and overcrossings — Passenger transportation — Storm sewers — City street crossings), RCW 35A.47.040 (Franchises and permits — Streets and public ways), RCW 35.22.280 (Specific powers enumerated), RCW 35.99.020 (Permits for use of right-of way), and 80.36.040 (Use of road, street, and railroad right-of way – When consent of city necessary), and any related laws, Lakewood grants to Franchisee, authorized to do business in the State of Washington, and its successors and assigns (subject to and as provided for in Section 11), under this Franchise’s terms and conditions, the privilege to install, construct, operate, maintain, repair, upgrade, remove, replace, and improve its Facilities, together with all necessary equipment and appurtenances, for the provision of wireless telecommunications services from the areas within the Franchise Area. Without a separate franchise agreement, Franchisee shall not have the privilege to provide cable services in the City of Lakewood.

4.2 Limited Franchise: This Franchise conveys a limited privilege as to the Franchise Area in which Lakewood has an actual interest. It is not a warranty of title or interest in the Franchise Area. This privilege shall not limit Lakewood’s police powers, any statutory or inherent authority, jurisdiction over its property, Franchise Area, Rights-of-Way, or its zoning or land use authority. The terms and conditions of this Franchise shall not be construed to apply to Facilities

located outside of the Franchise Area. This Franchise does not confer upon Franchisee any privilege to install or use any Poles outside the Franchise Area.

4.3 Principal Use Limitation. This Franchise shall not authorize a principal use of the Franchise Area for purposes other than for wireless telecommunications services.

4.4 Franchise is Non-Exclusive. This Franchise is non-exclusive, and as a result, Lakewood expressly reserves the right to grant other or further franchises or to use the Franchise Area itself; provided that such uses do not unreasonably interfere with Franchisee's use and placement of its Facilities in any Rights-of-Way and/or any Franchise Area.

4.5 Acknowledgement. Franchisee acknowledges and warrants by its acceptance of the granted privileges, that it has carefully read and fully comprehends the terms and conditions of this Franchise. Franchisee accepts all reasonable risks of the meaning of the provisions, terms and conditions of the Franchise. Franchisee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and believes that the same are consistent with all Laws. If in the future Franchisee becomes aware that a provision of this Franchise may be unlawful or invalid, it will not use such potential invalidity to unilaterally ignore or avoid such provision. Instead, Franchisee will promptly advise Lakewood of the potential invalidity or illegality, and the Parties will meet within thirty (30) days and endeavor jointly to amend this Franchise to cure the invalidity or illegality.

4.6 Enforceable Contract. Franchisee specifically agrees to comply with the provisions of any applicable Laws, as they exist or may be amended. The express terms and conditions of the Franchise constitute a valid and enforceable contract between the Parties, subject to any applicable Laws.

5. Administrative Tax and Utility Fees

5.1 Franchise Fees Prohibited by State Law. Pursuant to RCW 35.21.860, the City is prohibited from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Rights-of-way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. Franchisee does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

5.2 Reimbursement of Costs. Franchisee shall be subject to an administrative fee in the amount of five thousand dollars (\$5,000) for reimbursement of costs associated with the preparation, processing and approval of this Franchise, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. This administrative fee may also include one-time fees for costs associated with the preparation, processing and approval of a Master License Agreement, if a Master License Agreement is necessary, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes permit fees required for the work in the City Rights-of-way, including but not limited to, Right of Way Permit, and Small Wireless Facility Permit, Building Permit, and other permits required by the Lakewood Municipal Code. Licensee shall

bear the sole cost and expense related to the procurement of these aforementioned permits. Payment of the one-time administrative fee is due at the time of submitting a Small Wireless Facility Franchise Application. This will serve as an initial deposit, additional fees may apply if additional staff, attorney and consultant-related time is necessary. Payment of all additional fees will be due within 30 days after the Lakewood City Council's approval of the Franchise ordinance.

5.3 Electricity Charges. Franchisee shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Franchisee's Facilities' usage of electricity and applicable tariffs.

5.4 Permit Fee. Franchisee shall be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under applicable Laws. No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the Franchise Area without first obtaining appropriate permits from the City of Lakewood, except in the case of an Emergency. In case of an Emergency, Franchisee may proceed with Construction, maintenance, or repairs necessary to address the Emergency without first obtaining appropriate permits, but shall, within 24 hours of the Emergency, obtain the appropriate permits from the City of Lakewood. Such 24-hour period shall be extended to accommodate the duration of any closure of the City of Lakewood (for example, for a holiday or weekend).

5.5 Emergency Fee. Franchisee shall promptly reimburse Lakewood for any and all Costs incurred by Lakewood while responding to any emergency arising from work done under the authority of this franchise involving public safety.

5.6 Reimbursement period. Franchisee shall reimburse Lakewood within forty-five (45) days of Lakewood's submittal of an itemized billing for reasonably incurred Costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by Lakewood in planning, constructing, installing, repairing, altering, or maintaining any of Franchisee's Facilities.

5.7 Changes in State Law. If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise shall be amended to require franchise fee payments as allowed by Law or, if the amount of the franchise fee is not expressly set by such Law, by the amount agreed upon by the Parties.

6. Approval of Small Wireless Facilities

6.1 Permits. Franchisee shall be required to obtain all permits from Lakewood necessary for work in the City and/or the City's rights-of-ways.

6.2 Master License Agreement. Franchisee shall be required to obtain a Master License Agreement from the City for use of City-owned Poles for Approved Facilities.

6.3 Inventory. Franchisee shall maintain a current Inventory of Facilities throughout the Term of this Franchise. Franchisee shall provide to City a copy of the Inventory no later than 180 days after the effective date of this Franchise, and shall be updated within 30 business days of a reasonable request by the City. The Inventory shall include GIS coordinates, date of installation, type of Pole used for installation, description/type of installation for each Small Wireless Facility installation and photographs taken before and after the installation of the Small Wireless Facility and taken from the public street. Concerning Facilities that become inactive, the Inventory shall include the same information as active installations in addition to the date the Facilities were deactivated and the date the Facilities were removed from the Rights-of-way. The City shall compare the Inventory to its records to identify any discrepancies, and the Parties will work together in good faith to resolve any discrepancies. Franchisee will only be required to report one time on an Inventory any Facilities which were removed from the Rights-of-way.

6.3.1 Disclosure to Third Parties: Any drawings and/or information concerning the location of Franchisee's Facilities provided by Franchisee shall be used by Lakewood solely for management of the Franchise Area. Lakewood shall take all prudent steps reasonably necessary to prevent unnecessary disclosure or dissemination of such drawings, maps, records and/or information to any third party without the prior notice to Franchisee, unless the third party is an authorized governmental entity of any tier or a public records requestor. Lakewood will provide Franchisee with notice of any public records request for Franchisee's paperwork as soon as reasonably practicable.

6.4 Unauthorized Installations. Any Franchisee Facilities installations in the City Rights-of-way that were not authorized under this Franchise or other approval by the City ("Unauthorized Facilities") that are identified by the City as a result of comparing the Inventory to internal records or through any other means will be subject to the payment of an Unauthorized Facilities Charge by Franchisee. City shall provide written notice to Franchisee of any Unauthorized Facilities identified by City staff and Franchisee shall have 30 days thereafter in which to establish that this site was authorized. Failure to establish that the site is authorized will result in the imposition of an Unauthorized Facilities Installation Charge in the amount of \$500.00 per Unauthorized Facility per day starting on the 31st day. Franchisee may submit an application to the City under this Franchise for approval of the Unauthorized Facilities. If the application for the Unauthorized Facilities is not approved based on applicable considerations under this Franchise or applicable Laws, Franchisee shall remove the Unauthorized Facilities and any related facilities from the City's Rights-of-way within 30 days after the expiration of all appeal periods for such denial. The City shall not refund any assessed fines, unless Franchisee is successful in an appeal.

6.5 Revocation. The Director may revoke Franchisee's permission to use a licensed location for Franchisee's non-compliance with a term or terms of this Franchise subject to the same notice and right to cure procedures for a default in Section 16.

7. Construction of Facility Requirements

7.1 Compliance with Law Required. The work done by Franchisee in connection with the installation, construction, maintenance, repair, and operation of Facilities on Poles within the City Rights-of-way shall be subject to and governed by all applicable Laws related to the construction, installation, operation, maintenance, and control of Franchisee's Facilities installed in the City's Rights-of-way. Franchisee shall not attach, install, maintain, or operate any Facilities or other equipment in or on the City's Rights-of-way without the prior approval of the City for each location, which approval shall not be unreasonably withheld, conditioned, or delayed. Franchisee shall not attach, install, maintain, or operate any Facilities or other equipment in or on the City's Rights-of-way without the prior approval from Pole owners.

7.2 No Interference.

7.2.1 Franchisee, in the performance and exercise of its rights and obligations under this Franchise, shall not physically interfere in any manner with the existence and operation of any and all existing public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electrifiers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Law or this Franchise.

7.2.2 If Franchisee's Facilities physically interfere with any of the activities enumerated within Section 7.2 above, then Franchisee shall promptly cease operation of or relocate the Facilities causing the interference upon receiving notice from the City. If interference is not cured within 30 days after receipt of written notice from the City of such interference such Facilities may be deemed unauthorized and subject to the provisions of Section 6.4 of this Franchise.

7.2.3 Following installation or modification of Facilities, the Director may require Franchisee to test Franchisee's Facilities' radio frequency and other functions to confirm it does not interfere with the City's Operations or other equipment or property that are located within ten (10) meters of the Facilities.

7.2.4 Wireless service providers or communications services providers with permission from the City to use the Rights-of-way to provide wireless services must comply with the provisions of Section 7.2 of this Franchise to avoid, correct, and/or eliminate physical or harmful interference with Franchisee's Facilities.

7.2.5 The Parties acknowledge that the rules and regulations of the FCC regarding radio frequency interference apply to the terms of this Franchise.

7.2.6 If the City receives an application from another franchisee or permittee for the installation of Facilities within 100 feet of Franchisee's Facilities approved herein, and the City reasonably believes such Facilities might create physical or electronic interference with Franchisee's Facilities, then the City may instruct the other franchisee or permittee to provide written notice to Franchisee of the proposed installation. The notice shall include a description of the radio frequencies, power levels, direction of broadcast, location of the

proposed installation and any other information that is reasonably necessary for Franchisee and its customers to confirm whether there will be any physical or electronic interference with Franchisee's Facilities. Within 30 days after receipt of the notice required herein, Franchisee shall notify the other franchisee or permittee and the City if there is reasonable cause to believe there will be physical or electronic interference from the proposed installation. If Franchisee notifies the franchisee or permittee and the City that there will not be any interference, or if Franchisee fails to respond within the 30-day period, the City shall have satisfied its duty to avoid interference under this Section 7.2.

7.3 Installation. Franchisee shall, at its own cost and expense, install the Franchisee's Facilities in a good and workmanlike manner and in accordance with the requirements promulgated by the Director, as such may be amended from time to time. Franchisee's work shall be subject to the regulation, control and direction of the Director as allowed by Law. All work done in connection with the installation, operation, maintenance, repair, modification, upgrade, removal, and/or replacement of the Facilities shall be in compliance with all applicable Law.

7.3.1 Inspections. The Director may perform visual inspections of any Facilities located in the City Rights-of-way as the Director deems appropriate without notice. If the inspection requires physical contact with Facilities, the Director shall provide written notice to Franchisee within 5 - 10 business days of the planned inspection. Franchisee may have a representative present during such inspection.

7.3.2 Expiration of Permits. All Facilities shall be installed by the Franchisee within one year of receiving approval of all necessary Permits from the City. Permits issued for facilities not installed within one year of issuance of the permit will expire and require (re)application and updated approval for all necessary City permits prior to installation.

7.3.3 All Facilities shall be put to use within one year of receiving approval of all necessary Permits from the City. Any Facilities not put to use within one year of approval shall be deemed an Unauthorized Installation and subject to section 6.4 of this agreement. Notwithstanding the foregoing, the City may grant an extension to such one-year period upon a written request by Franchisee demonstrating that there are delays in obtaining necessary permits, licenses, franchises, rights-of-way, easements and other rights required to commence operation of the Facilities due to circumstances beyond the Franchisee's control.

7.4 Placement. Facilities shall not impede pedestrian or vehicular traffic in the Rights-of-way. If Facilities are installed in a location that is not in accordance with the plans approved by the Director or impedes pedestrian or vehicular traffic or does not comply or otherwise renders the City Rights-of-way non-compliant with applicable Laws, including the Americans with Disabilities Act, then Franchisee shall remove the Facilities. After ten (10) business days from receiving written notification by the City of non-compliant conditions, Franchisee shall be subject to a \$500.00 per day penalty for every day Franchisee remains non-compliant, regardless of whether or not Franchisee's contractor, subcontractor, or vendor installed the Pole or Facilities.

7.5 Electrical Supply. Franchisee shall be responsible for obtaining any required electrical power service to Facilities. The City shall not be liable to Franchisee for any stoppages or shortages of electrical power furnished to the Facilities, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant of the structure, or for any other cause beyond the control of the City.

7.6 Fiber Connection. Franchisee shall be responsible for obtaining access and connection to fiber optic lines or other backhaul solutions that may be required for its Facilities. Backhaul providers must have a current franchise with the City prior to performing any work.

7.7 Generators. Franchisee shall not install any generators without the City's prior approval in accordance with applicable law. Generators shall be underground wherever technologically feasible.

7.8 Orphan Pole Provision. If Franchisee leases a structure in the Right-of-Way from a landlord and such landlord later replaces, removes or relocates the structure, for example (and not by limitation) by building a replacement structure, Franchisee shall remove or relocate its Facilities within the Right-of-Way prior to the landlord removing the initial structure at no cost to the City.

7.9 Repairs. Whenever the installation, placement, attachment, repair, modification, removal, operation, use, or relocation of Facilities, or any portion thereof, is required or permitted under this Franchise, and such installation, placement, attachment, repair, modification, removal, operation, use, or relocation causes any property of the City to be damaged or to have been altered in such a manner as to make it unusable, unsafe, or in violation of any Laws, Franchisee, at its sole cost and expense, shall promptly repair and return such property to its original condition, reasonable wear and tear excepted. If Franchisee does not repair such property or perform such work as described in this paragraph, then the City shall have the option, upon 30 days' prior written notice to Franchisee or immediately if there is an imminent danger to the public, to perform or cause to be performed such reasonable and necessary work on behalf of Franchisee and to charge Franchisee for the reasonable and actual costs incurred by the City. Franchisee shall reimburse the City for its actual repair costs within 30 days after receiving the invoice from the City.

7.10 Hazardous Substances. Franchisee shall comply with all applicable State and federal laws, statutes, regulations and orders concerning hazardous substances relating to Franchisee's Facilities in Rights-of-Way.

7.11 Lateral Support. Whenever Work on Facilities have caused or contribute to a condition that in the City of Lakewood's reasonable determination would substantially impair or substantially impairs the lateral support of the Franchise Area, Lakewood may direct Franchisee, at Franchisee's sole expense, to take such actions as are reasonably necessary within the Franchise Area to repair and/or not impair the lateral support. If Franchisee fails or refuses to take prompt action, or if an emergency situation requires immediate action, Lakewood may enter the Franchise Area and take any action necessary to protect the public, any Public Way, Public Property, and Rights-of-Way, and Franchisee shall be liable to Lakewood for all costs, fees, and expenses

resulting from that necessary action. This provision shall survive the expiration, revocation or termination of this Franchise for a period of five years.

7.11 Workmanship: All Work done by Franchisee or at Franchisee's direction or on its behalf, including all Work performed by contractors or subcontractors, shall be considered Franchisee's Work and shall be undertaken and completed in a workmanlike manner and in accordance with the descriptions, plans and specifications Franchisee provided to Lakewood, and be warranted for at least one year. Franchisee's activities (including work done at Franchisee's direction or on its behalf) shall not damage or interfere with other franchises, licenses, utilities, drains or other structures, or the Franchise Area, and shall not unreasonably interfere with public travel, park uses, other municipal uses, adjoining property, and shall not endanger the safety of or injure persons and/or property. Franchisee's Work shall comply with all applicable Laws.

7.12 Damage During Work: In case of any damage caused by Franchisee, or by Franchisee's Facilities, to Franchise Area, Franchisee agrees to repair the damage to conditions that meet or exceed requirements established by the Department of Transportation, at its own cost and expense. Franchisee shall, upon discovery of any such damage, immediately notify Lakewood. Lakewood will inspect the damage and set a time limit for completion of the repair. If Lakewood discovers damage caused by Franchisee to the Franchise Area, Lakewood will give Franchisee notice of the damage and set a reasonable time limit in which Franchisee must repair the damage. In the event Franchisee does not make the repair as required in this section, Lakewood may repair the damage to its satisfaction at Franchisee's sole expense.

7.13 Restoration Requirements: Franchisee shall, after Work on any of Franchisee's Facilities within the Franchise Area, restore the surface and subsurface of the Franchise Area and any other property within the Franchise Area which may have been disturbed or damaged by such Work, reasonable wear and tear excepted. All restoration of Rights-of-Way, sidewalks and other improvements or amenities shall conform to the City of Lakewood Standard Specifications for Road, Bridge and Municipal Construction and the City of Lakewood's Engineering Standards Manual in effect at that time. Restoration shall include all landscaping, irrigation systems and trees. Lakewood shall have final approval of the condition of the Franchise Area after restoration pursuant to Applicable Laws as they exist or may be amended or superseded, provided that such provisions are not in conflict or inconsistent with the express terms and conditions of this Franchise.

7.14 Tree Trimming. Upon obtaining a written permit from the City, if such a permit is required, Franchisee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Rights-of-Way which interferes with the System.

7.15 Survey Monuments: All survey monuments which are disturbed or displaced by Franchisee in its performance of any work under this Franchise shall be referenced and restored by Franchisee, in accordance with WAC 332-120 (Survey Monuments – Removal or Destruction) and other applicable Laws.

7.16 Failure to Restore: If it is determined that Franchisee has failed to restore the Franchise Area in accord with this section, Lakewood shall provide Franchisee with written notice

including a description of actions Lakewood believes necessary to restore the Franchise Area. If Franchisee fails to restore the Franchise Area in accord with Lakewood's notice within thirty (30) days of that notice, Lakewood, or its authorized agent, may restore the Franchise Area at Franchisee's sole and complete expense. The privilege granted under this section shall be in addition to others provided by this Franchise.

8. Emergencies

8.1 The City retains the right and privilege to cure or move any Facilities located within the Rights-of-way of the City, as the City may determine to pose an immediate danger to the property, life, health or safety of any individual. If the Director reasonably determines that there is an imminent danger to the public, then the City may immediately secure, adjust, disconnect, remove, or relocate the applicable Facilities at Franchisee's sole cost and expense. The City shall notify Franchisee by telephone promptly upon learning of the emergency and shall exercise reasonable efforts to avoid an interruption of Franchisee's operations.

8.2 Prompt Response Required by Franchisee. In the event of any emergency involving damaged Franchisee Facilities located in or under the Franchise Area, or Franchisee's Facilities within the Franchise Area, Franchisee shall, upon receipt of notification by telephone from Lakewood of the existence of such condition, immediately take those actions as are necessary to correct the dangerous condition without first applying for and obtaining a permit as required by this franchise. However, this does not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and the Franchisee shall apply for all such permits no later than the next succeeding day during which Lakewood City Hall is open for business. The Franchisee shall also notify West Pierce Fire and Rescue District and the Lakewood Police Department through the South Sound 911 dispatch system of the emergency.

9. Removal

9.1 Removal Required After Expiration, Termination, or Revocation of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, the Franchisee shall commence removal of all of Franchisee's Facilities at the Franchisee's sole expense from the Rights-of-Way within thirty (30) days of receiving notice from the City. Within 30 days of receiving notice from the City, Franchisee shall provide the City with a schedule and timeline for removing the Facilities. Any plans for removal of the Franchisee's Facilities must first be approved by the City, and all necessary permits must be obtained prior to such work. Removal of all Franchisee Facilities shall be completed within 90 days. Facilities not removed within 90 days shall be deemed an "Unauthorized Installation" and shall be subject to the imposition of Unauthorized Installation Charges as set forth in Section 6.4.

9.1.1 Restoration. Franchisee shall repair any damage to the City Rights-of-way, and the property of any third party resulting from Franchisee's removal activities (or any other of Franchisee's activities hereunder) within 10 days following the date of such removal, at Franchisee's sole cost and expense, including restoration of the City Rights-of-way and such property to the same or better condition as it was immediately before the date Franchisee was granted a Permit for the applicable licensed location, including restoration or replacement of any damaged trees, shrubs or other vegetation, reasonable wear and tear

excepted. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the Director.

9.3 Removal or Relocation Required for City Project. Franchisee understands and acknowledges that the City may require Franchisee to remove or relocate its Facilities, or any portion thereof, from the City Rights-of-way, and Franchisee shall, at the Director's direction, remove or relocate the same at Franchisee's sole cost and expense, whenever the Director reasonably determines that the relocation or removal is needed for any of the following purposes:

9.3.1 Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project.

9.3.2 Required to locate the utilities underground as set forth in this Franchise.

9.3.3 In any such case, the City shall use reasonable efforts to afford Franchisee a reasonably equivalent alternate location, if available.

9.3.4 If Franchisee fails to remove the Facilities, or any portion thereof, as requested by the Director within 90 days of Franchisee's receipt of the request, then the City shall be entitled to remove the Facilities, or any portion thereof, at Franchisee's sole expense without further notice to Franchisee, and Franchisee shall, within 30 days following the issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal and disposal of the Facilities, or any portion thereof.

9.4 Ownership. The City agrees that no part of any Facilities constructed, modified, or erected or placed within the City Rights-of-way by Franchisee will become, or be considered by the City as being affixed to or a part of the City Rights-of-way. Unless a Master License Agreement with the City specifies otherwise, all portions of the Facilities constructed, modified, erected, or placed by Franchisee on the City Rights-of-way will be and remain the property of Franchisee and may be removed by Franchisee at any time during or after the Term consistent with this Franchise.

9.5 Franchisee Responsible. Franchisee shall be responsible and liable for the acts and omissions of Franchisee's employees, temporary employees, officers, directors, consultants, agents, affiliates, subsidiaries, sublicensees, sublessees, and subcontractors in connection with the performance of this Franchise, as if such acts or omissions were Franchisee's acts or omissions.

10. Undergrounding of Facilities

10.1 Franchisee acknowledges and agrees that if the City allows the placement of Small Wireless Facilities above ground the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to an underground installation or relocated at Franchisee's expense if the existing poles on which Franchisee's Facilities are located are designated for removal due to a City Project as described in Section 9. This Franchise does not place an affirmative obligation on the City to allow the relocation of such Facilities on public property or in the Public Ways, nor does it relieve Franchisee from any Code provision related to the siting of wireless facilities.

10.2 The City may require undergrounding of wirelines (either telecommunications or electrical), but the City shall allow to remain above ground those Facilities which must be above ground in order to be functional. Franchisee shall cooperate with the City and modify the affected Facilities to incorporate the placement of wireline services underground and internal to the pole if the replacement pole is hollow (for example electrical and fiber) or otherwise consistent with a design plan agreed to between the City and Franchisee, at no cost to the City.

10.3 Franchisee shall not remove any underground Facilities that require trenching or other opening of the Public Ways, except as provided in this Section 10.3. Franchisee may remove any underground Facilities from the Public Ways that have been installed in such a manner that it can be removed without trenching or other opening of the Public Ways, or if otherwise permitted by the City. When the City determines, in the City's reasonable judgment, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove such Facilities at Franchisee's sole cost and expense. Franchisee must apply and receive a permit prior to any such removal of underground Facilities from the Public Ways and must provide as-built plans and maps.

10.4 The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

11. Records and Reports

11.1 Franchisee shall maintain Records of its operations under this Franchise that are open and accessible to the City. The City shall have the ability to inspect such Records of Franchisee as are reasonably necessary to monitor compliance with the Franchise at a local office during Normal Business Hours and upon at least ten (10) days' prior written notice. Such notice shall specifically reference the Section of the Franchise that is under review so that Franchisee may organize the necessary books and records for easy access by the City. Such notice shall not apply to the Public Records File required by the FCC. If any such Records are under the control of an affiliated entity or a third party or are stored in a computer, Franchisee shall promptly take steps to secure access to such records as are reasonably necessary for the City's inspection. Alternatively, if the books and records are not easily accessible at the local office of Franchisee,

Franchisee shall pay the reasonable travel costs of the City's representative to view the books and records at the appropriate location.

11.2 Franchisee acknowledges that information submitted to the City is subject to the Washington Public Records Act, chapter 42.56 RCW, and is open to public inspection, subject to any exceptions permitted by law (unless an exemption applies).

11.3 Franchisee may identify documents submitted to the City that Franchisee believes are non-disclosable, such as trade secrets. Franchisee shall prominently mark any document for which it claims confidentiality with the mark "Confidential," in letters at least one-half (1/2) inch in height, prior to submitting such document to the City. The City shall treat any document so marked as confidential and will not disclose it to Persons outside of the City, except as required by law and as provided herein. If the City receives a public disclosure request for any documents or parts of documents that Franchisee has marked as "Confidential," the City shall provide Franchisee with written notice of the request, including a copy of the request. If Franchisee fails to obtain a Court order prohibiting disclosure of the documents marked "Confidential" and served such order on the City within the 10 business days, the City may release the documents. The City will not assert an exemption from disclosure or production on Franchisee's behalf.

Section 12. Transfer or Assignment

12.1 Neither Franchisee nor any other Person may transfer the Facilities or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No change in control of Franchisee, defined as an acquisition of 50% or greater ownership interest in Franchisee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (a) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of Franchisee in the Franchise or in the Facilities in order to secure indebtedness, or (b) a transfer to an affiliated entity directly or indirectly owned or controlled by Franchisee or its parent entities. Within 30 days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken action on Franchisee's request for consent within 120 days after receiving such request, consent shall be deemed given.

12.2 Except as allowed in this Section 11, the Facilities and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

12.3 Franchisee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. The word "control" as used herein is not limited to majority stock ownership but includes actual working control in whatever

manner exercised. Every change, transfer or acquisition of control of Franchisee shall make this Franchise subject to cancellation unless and until the City shall have consented thereto.

12.4 The parties to the sale, transfer or change of control shall make a written request to the City for its approval of a sale, transfer or change of control and shall furnish all information required by applicable law.

12.5 The City may condition the transfer of this Franchise upon such terms and conditions as it deems reasonably appropriate, including, for example, any adequate guarantees or other security, as allowed by applicable law. Additionally, the prospective controlling party or transferee shall effect changes as promptly as practicable in the operation of the Facilities, if any changes are necessary, to cure any violations or defaults presently in effect or ongoing.

12.6 The City shall act by ordinance or resolution on the request within 120 days of the request, provided it has received all information required by applicable law. Subject to the foregoing, if the City fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

12.7 Within 30 days of any transfer, sale or change of control, if approved or deemed granted by the City, Franchisee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Franchisee and the transferee or new controlling entity. In the event of a sale or transfer of ownership, the transferee shall also file its written acceptance agreeing to be bound by all of the provisions of this Franchise. In the event of a change in control, in which Franchisee is not replaced by another entity, Franchisee will continue to be bound by all of the provisions of the Franchise and will not be required to file an additional written acceptance. The approval of any change in control shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise.

12.8 Notwithstanding the foregoing, the City's consent shall not be required for a hypothecation or an assignment of Franchisee's interest in the Franchise in order to secure indebtedness or for a transfer to an intra-company affiliate, provided that Franchisee must reasonably notify the City within 30 days and the affiliate must have the requisite legal, financial and technical capability.

13. Indemnification

13.1 Franchisee releases, covenants not to bring suit against, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, contractors, or employees in the performance of this Franchise and any rights granted within this Franchise and/or the negligence or willful misconduct of Franchisee, unless any such claims, costs, judgments, awards, or liability are caused by or arises from the sole negligence or willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

13.2 Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

13.3 The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. Franchisee may choose counsel to defend the City subject to this Section 13.3. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

13.4 The parties acknowledge that this Franchise may be subject to RCW 4.24.115. Accordingly, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, its officers, officials, employees, and volunteers, Franchisee's liability shall be only to the extent of Franchisee's negligence, including Franchisee's negligence resulting from the concurrent negligence of Franchisee and the City. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

13.5 Notwithstanding any other provisions of this Section 13, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from

activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any solely negligent, willful misconduct or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall either party be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including, by way of example and not limitation, lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any third-party claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, or contractors.

13.6 The provisions of this Section 13 shall survive the expiration, revocation, or termination of this Franchise.

14. Insurance

14.1 Franchisee shall carry and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Franchisee under this Franchise. Franchisee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Franchisee, except for the Excess Umbrella coverage described in subsection (d) below. Franchisee shall carry insurance from insurers with a current A.M. Best rating of not less than A-, VII. Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

- (a) Automobile Liability insurance with limits of \$5,000,000 combined single limit per accident for bodily injury and property damage;
- (b) Commercial General Liability insurance as per form ISO CG 00 01 or its equivalent, written on an occurrence basis with limits of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, contractual liability; premises; operations; independent contractors; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU);

- (c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit; Evidence of qualified self-insurance is acceptable;
- (d) Excess Umbrella liability policy with limits of \$10,000,000 per occurrence and in the aggregate. Franchisee may use any combination of primary and excess to meet required total limits.

14.2 Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Franchisee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies or be at least as broad as such underlying policies.

14.3 The required Commercial General Liability and Umbrella/Excess Liability insurance policies carried by Franchisee shall include the City, its officers, officials, employees, agents, and volunteers ("Additional Insureds"), as an additional insured by blanket endorsement with regard to activities performed under this Franchise or by or on behalf of the Franchisee and the required Commercial Auto Liability policy obtained by Franchisee shall include the Additional Insureds, as an additional insured by blanket endorsement with regard to the use of vehicles by or on behalf of Franchisee while in performance of this Franchise. In addition, the required insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Franchisee shall provide to the City a certificate of insurance and a copy of the blanket additional insured endorsements. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's required general and auto liability insurance shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Franchisee's required insurance and shall not contribute with it.

14.4 Upon receipt of notice from its insurer(s), Franchisee shall provide the City with thirty (30) days prior written notice of any cancellation or non-renewal of any insurance policy, required pursuant to this Section 14, that is not replaced. Franchisee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 14. Failure to provide the insurance cancellation notice and to furnish to the City replacement certificates of insurance meeting the requirements of this Section 14 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 17 below. Notwithstanding the cure period described in Section 17.2, the City may pursue its remedies immediately upon a failure to furnish evidence of replacement insurance.

14.5 Franchisee's maintenance of insurance as required by this Section 14 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's

maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.

14.6 The City may review all insurance limits once every three (3) calendar years during the Term and may make reasonable adjustments in the limits in accordance with prudent risk management practices and insurance industry standards upon thirty (30) days' prior written notice to Franchisee. Franchisee shall then provide an updated certificate of insurance to the City showing compliance with these adjustments and shall furnish the required blanket additional insured endorsement.

15. Security

15.1 Bond Requirement. Before undertaking any of the Work authorized by this Franchise, as a condition precedent to Lakewood's issuance of any permits, Franchisee shall, upon Lakewood's request, furnish a Performance Bond in the amount of twenty-five thousand dollars (\$25,000) that shall remain in effect for the term of this Franchise. The bond shall be conditioned so that Franchisee shall observe all the covenants, terms and conditions and shall faithfully perform all of the obligations of this Franchise, and to repair or replace any defective work or materials discovered in the Franchise Area. The bond shall ensure the faithful performance of Franchisee's obligations under the Franchise, including, but not limited to, Franchisee's payment of any penalties, claims, liens, or fees due Lakewood that arise by reason of the operation, construction, or maintenance of the Facilities within the Franchise Area. Franchisee shall pay all premiums or other costs associated with maintaining the bond. Additionally, if Lakewood determines that the Performance Bond is inadequate to ensure Franchisee's performance of a project, Franchisee shall post any additional bonds required to guarantee performance by Franchisee in accordance with the conditions of any permits and/or the requirements of this Franchise. In lieu of a separate bond for routine individual projects involving work in the Franchise Area, Franchisee may satisfy Lakewood's bond requirements by posting a single ongoing performance bond in an amount approved by Lakewood.

16. General Provisions

16.1 Compliance with Laws. Notwithstanding anything to the contrary in this Franchise, each Party shall ensure that any and all activities it performs pursuant to this Franchise shall comply with all applicable Laws, including but not limited to: (a) worker's compensation laws, (b) unemployment compensation laws, (c) the Federal Social Security Law, (d) the Fair Labor Standards Act, and (e) all Laws relating to environmental matters and occupational safety.

16.2 Eminent Domain: This Franchise shall not preclude a governmental body from acquiring the Franchise Area by lawful condemnation, or Lakewood from acquiring any portion of the Facilities by lawful condemnation. In determining the Facilities' value, no value shall be attributed to the right to occupy the Franchise Area.

16.3 Force Majeure. Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

16.4 As Is: Franchisee agrees and accepts the Franchise Area in an “as is” condition. Franchisee agrees that Lakewood has never made any representations, implied or express warranties, or guarantees as to the suitability, security or safety of the location of Franchisee’s Facilities or the Franchise Area, or possible hazards or dangers arising from other uses or users of the Franchise Area, Rights-of-Way, Public Property, and Public Ways including any use by Lakewood, the general public, or by other utilities. As to Lakewood and Franchisee, Franchisee shall remain solely and separately liable for the Work, function, testing, maintenance, replacement and/or repair of the Facilities or other activities permitted by this Franchise.

16.5 Notice. Whenever notice to or notification by any Party is required, that notice shall be in writing and directed to the recipient at the address set forth below, unless written notice of change of address is provided to the other Party. Any notice or information required or permitted to be given to the Parties under this Franchise may be sent to following Addresses unless otherwise specified:

City Address:

City of Lakewood
Director, Public Works Engineering Department
6000 Main Street SW
Lakewood, WA 98499
Phone: (253)-589-2489

Franchisee Address:

New Cingular Wireless PCS, LLC
Site No. City of Lakewood Wireless Franchise Agreement (WA)
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, Georgia 30319
For emergencies call: AT&T NOC (800) 832-6662
REleaseAdmin@att.com
With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Site No. City of Lakewood Wireless Franchise Agreement (WA)
208 S. Akard Street
Dallas, TX 75202-4206

16.5.1 If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

16.5.2 The Parties may change the address and representative by providing written notice of such change by accepted e-mail or certified mail. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile or a .pdf e-mailed transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16.3 Costs to be Borne by Franchisee. Franchisee shall pay for all costs of publication of this Franchise, and any and all notices prior to not more than two (2) public meetings provided for pursuant to this Franchise.

16.4 Binding Effect. This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.5 Authority to Amend. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Franchisee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

16.6 No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

16.7 Waiver. The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of the other party hereafter to enforce the same. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Severability. If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

16.9 Entire Agreement. This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations and written agreements between the parties.

16.10 Compliance with Federal, State, and Local Laws. The parties shall comply with applicable federal, state and local laws, rules and regulations.

16.11 Discrimination Prohibited. In connection with this Franchise, including and not limited to all Work, hiring and employment, neither Franchisee nor its employees, agents, subcontractors, volunteers or representatives shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation or preference, age (except minimum age and retirement provisions), honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification in relationship to hiring and employment, in employment or application for employment or in the administration of the delivery of services or any other benefits under this agreement. Franchisee shall comply fully with all applicable Laws that prohibit such discrimination. A copy of this language must be made a part of any contractor or subcontractor agreement.

17. Dispute Resolution

17.1 Informal Dispute Resolution. Prior to proceeding with the formal Procedure for Remediating of Franchise Violations process as set forth below (in subsection 17.2), The City agrees to provide Franchisee informal verbal or electronic mail notice of any alleged material violation of this Franchise and allow Franchisee a reasonable opportunity to cure the violation. If the alleged violation is investigated by Franchisee and determined to be valid, Franchisee agrees to exert good faith efforts to immediately resolve the matter. However, if the alleged violation is determined by Franchisee to be invalid, or outside of Franchisee's legal responsibilities, the Franchisee promptly shall so advise the City. Franchisee agrees to exert good faith efforts to expedite its investigation, determination and communications to Grantor so that the informal resolution process proceeds on an expedited basis. If the City believes that Franchisee is unreasonably delaying the informal resolution process, it may commence the formal dispute resolution process.

17.2 Procedure for Remediating Franchise Violations.

17.2.1 Notice of Franchisee Default: If there is any alleged Franchisee default as to performance under this Franchise, Lakewood shall notify Franchisee in writing stating with reasonable specificity the nature of the alleged default. Within thirty (30) days of its receipt of such notice, Franchisee shall provide a written response to Lakewood acknowledging receipt of notice and stating Franchisee's response. Franchisee has sixty (60) days ("cure period") from the date of the notice's mailing to:

17.2.1.1 Respond to Lakewood contesting Lakewood's assertion(s) as to the dispute or any alleged default and requesting a meeting, or:

17.2.1.2 Cure the alleged default, or;

17.2.1.3 Notify Lakewood if Franchisee cannot cure the alleged default within sixty (60) days, due to the nature of the default. Notwithstanding such notice, Franchisee shall promptly take all reasonable steps to begin to cure the alleged default and notify Lakewood in writing and in detail as to the actions that Franchisee will take and the projected completion date.

17.3 Meeting. The parties agree to arbitration to resolve their disputes. However, the parties agree prior to commencing any arbitration action to first make good faith efforts to meet and confer to attempt to settle any dispute arising out of or relating to this Franchise through senior management escalation. Either party may seek to have the dispute escalated to senior management of each party upon notice initiated by either party and thereafter, the senior management shall each exchange relevant information in good faith and attempt to resolve the dispute for a period not to exceed forty-five (45) days from the date that either party first initiated the senior management escalation process. After the expiration of the forty-five (45) day escalation period, or such later date as mutually agreed to, either party may initiate arbitration. The foregoing obligation to escalate to senior management and arbitrate is an essential and material part of this Franchise; in case of a failure of either party to follow the foregoing dispute resolution process, the other may seek specific enforcement of such obligation in any courts having jurisdiction of this Franchise.

17.4 Continuation of Obligations: Unless otherwise agreed by Lakewood and Franchisee in writing, Lakewood and Franchisee shall continue to perform their respective obligations under this Franchise during the pendency of any dispute.

17.5 Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or relating to Arbitration Claims, shall be referred for resolution to the American Arbitration Association in accordance with the rules and procedures in force at the time of the submission of a request for arbitration.

17.6 No provision of this Franchise shall be deemed to bar the right of either party to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated hereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement of obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

17.7 The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection (including complete damage immunity) otherwise available to the City, its officers, officials, Councils, boards, commissions, authorized agents, or employees under federal, state, or local law including by example Section 635A of the Cable Act. The Franchisee shall not have any monetary recourse against the City, or its officers, officials, Council, Boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision, requirement of this Franchise or the enforcement thereof

18. Effective Date

18.1 This ordinance shall be in full force and effect from and after its passage, approval, and five (5) calendar days after its legal publication as provided by law, and provided it has been duly accepted by Franchisee.

SIGNATURE PAGE TO FOLLOW.

APPROVED BY THE CITY COUNCIL this 1st day of June, 2020.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi A. Wachter, City Attorney

Date of Publication: _____

UNCONDITIONAL ACCEPTANCE

The undersigned, Franchisee, accepts all the privileges of the above-granted franchise, subject to all the terms, conditions, and obligations of this Franchise.

DATED: _____, 2020.

New Cingular Wireless PCS, LLC ("AT&T")

By: AT&T Mobility Corporation

Its: Manager


By: _____

PROVIDE CONTACT



To: Mayor and City Councilmembers

From: Paul Bucich, Public Works Engineering Director
Weston Ott, Capital Projects Division Manager

Through: John J. Caulfield, City Manager 

Date: May 11, 2020

Subject: 6-Year Transportation Improvement Program (TIP) (2021-2026)

Attached are the proposed changes to the 2021-2026 6-year TIP. As the current 2020-2025 TIP was amended on April 20, 2020, the focus for the TIP update are the additions, modifications, and completed projects, with the hyperlink to the amended TIP at the bottom of the memo. Slight changes to the planning level estimates based upon the time value of money and slight wording changes in the descriptions, like changing “sharrows” to “bike facilities” are not included in the modification section.

The additions reflect projects that have been discussed over the last 12 months, including the Council retreat in September 2019. If these proposed changes are acceptable, they will be incorporated into the Draft 6-year TIP 2021-2026 and shared with the Planning Commission and placed on the City’s website as part of the accustomed review and hearing process.

The 6-Year TIP can be modified any time up to its final adoption which is tentatively scheduled for June 9, 2020. Two weeks have been provided between the Public Hearing and adoption date to allow comments received from the Public Hearing to be evaluated and may be incorporated into the final 2021-2026 6-Year TIP adopted by Council.

Attachment:

6-Year TIP (2021-2026): Additions, Modifications, Completions
Map of Additions and Modifications

Hyperlink to recently amended TIP:

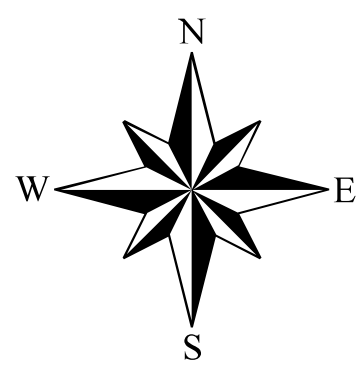
https://cityoflakewood.us/wp-content/uploads/2020/05/6yr-TIP-Amended_Approved_04202020.pdf

PROJECT COSTS IN THOUSANDS OF DOLLARS										
NOTE: Bold & Italicized numbers denote grant secured										TOTAL FUNDS
Recommended New TIP Projects	Description	Base Cost 2020	Sources	2021	2022	2023	2024	2025	2026	2021-2026
302.0152 Oakbrook Non-Motorized Loop - Onyx Dr. SW/97th Ave SW to Zircon Dr. SW Zircon Dr. SW to Onyx Dr. SW/Phillips Rd. SW Coral Ln. SW/Amber Dr. SW: Onyx Dr. SW and Zircon Dr. SW	Curb, gutter, sidewalks, shared use path, turn lanes, street lighting, drainage, overlay. Total length 3.3 miles.		City							
			Grant							
			Other							
		12,000	Total							
302.0153 Whitman Ave. SW: Ardmore Dr. SW/93rd St. SW to Motor Ave. SW(Colonial Plaza)	Curb, gutter, sidewalks, bike facilities, street lighting, drainage, pavement rebuild and widening. Total length 0.2 miles.		City							
			Grant							
			Other							
		775	Total							
302.0155 Edgewater Dr./Waverly Dr. SW: Steilacoom Blvd. SW to Mt. Tacoma Dr. SW	Curb, gutter, sidewalks, bike facilities, street lighting, drainage, road rebuild. Total length 0.6 miles.		City							
			Grant							
			Other							
		2,500	Total							
302.0156 Elwood Dr. SW and Angle Lane SW - Dresden Ln. SW to Hipkins Rd. SW	Curb, gutter, sidewalk, shared use path, street lighting, drainage, pavement overlay and widening. Total length 1.0 miles.		City							
			Grant							
			Other							
		3,500	Total							
302.0158 Interlaaken Dr. SW: 112th St. SW to Washington Blvd. SW	Curb, gutter, sidewalks, shared use path, street lighting, drainage, pavement overlay and widening. Total length 0.5 miles.		City							
			Grant							
			Other							
		1,800	Total							
302.0159 Idlewild Rd. SW: Idlewild School to 112th St. SW	Curb, gutter, sidewalks, street lighting, drainage, overlay. Total length 0.15 miles.		City							
			Grant							
			Other							
		500	Total							
302.0160 112th St. SW: Idlewild Rd. SW to Interlaaken Dr. SW	Curb, gutter, sidewalks, street lighting, drainage, overlay. Total length 0.15 miles.		City							
			Grant							
			Other							
		475	Total							
302.0161: N. Thorne Ln.: Union Ave. SW to Portland Ave. SW	Curb, gutter, sidewalks, bike lanes, street lighting, drainage, pavement rebuild and widening. Total length 0.3 miles.		City							
			Grant							
			Other							
		900	Total							
302.0162 93rd St. SW: Whitman Ave. SW/Ardmore Dr. SW to Bridgeport Way SW	Curb, gutter, sidewalks, bike facilities, street lighting, drainage, pavement rebuild and widening. Total length 0.15 miles.		City							
			Grant							
			Other							
		600	Total							

PROJECT COSTS IN THOUSANDS OF DOLLARS										
NOTE: Bold & Italicized numbers denote grant secured										TOTAL FUNDS
Recommended New TIP Projects	Description	Base Cost 2020	Sources	2021	2022	2023	2024	2025	2026	2021-2026
302.0163 Butte Dr. SW: 104th St. SW to Washington Blvd. SW	Curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay. Total length 1.1 miles.		City Grant Other							
		3,950	Total							
302.0164 Sidewalk fill-in on Farwest from 112th to Lakes HS, and 100th St. Ct. SW to Steilacoom Blvd. SW	Fill-in of missing sidewalks.		City Grant Other							
		650	Total							
302.0165 Pine St. SW: 84th St. SW to 80th St. SW(City Limits)	Curb, gutter, sidewalks, street lighting, drainage, overlay. Total length 0.2 miles.		City Grant Other							
		800	Total							
302.0166 Gravelly Lake Dr./112th St. SW Traffic Signal Replacement <i>Related to improvements on 112th St. SW - 302.0114</i>	Intersection meets warrants for traffic signal. Increased volumes in and around Towne Center. Increase in accidents.		City Grant Other							0
		773	Total	0	0	0	0	0	0	0

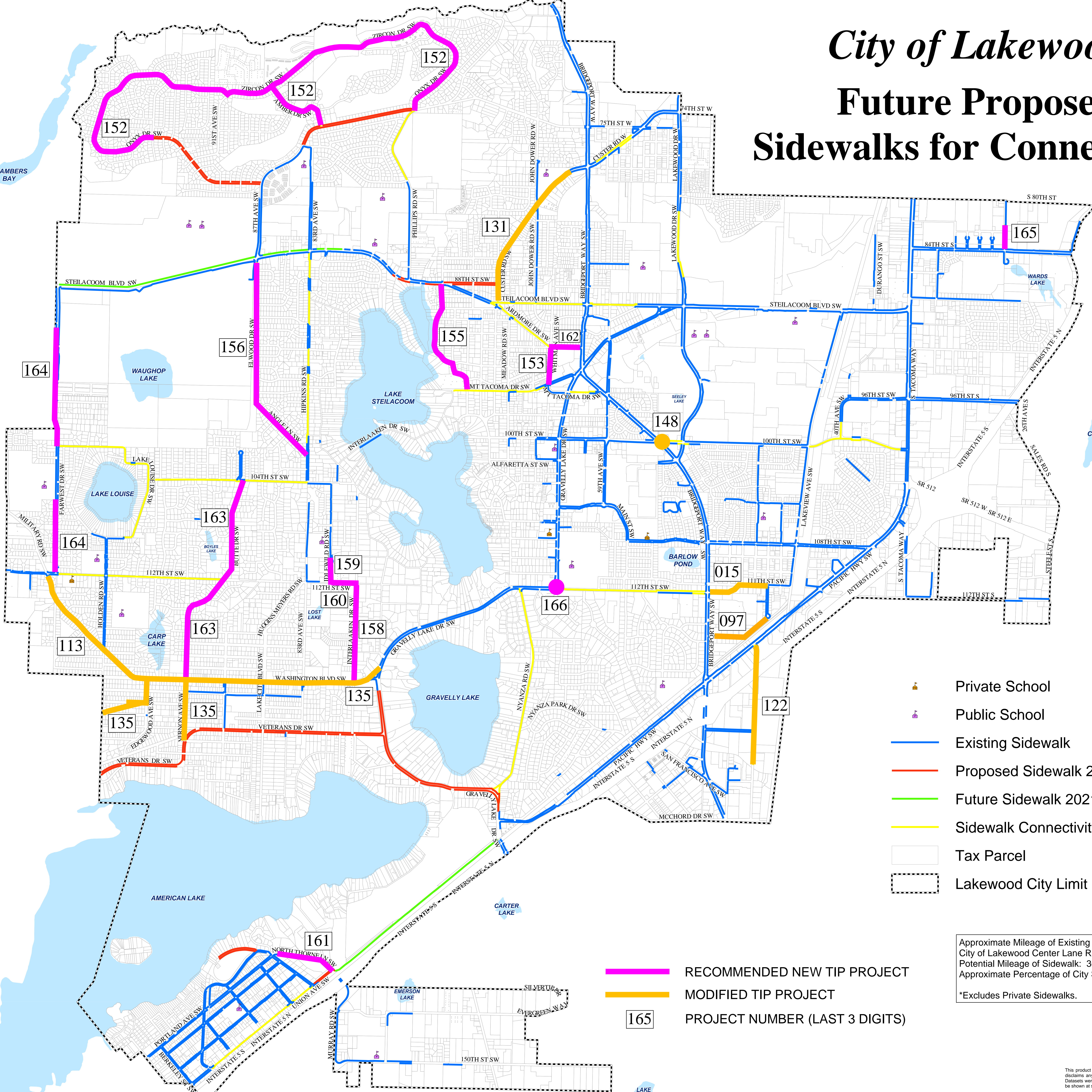
PROJECT COSTS IN THOUSANDS OF DOLLARS										
NOTE: Bold & Italicized numbers denote grant secured										TOTAL FUNDS
Modified TIP Projects	Description	Base Cost 2020	Sources	2021	2022	2023	2024	2025	2026	2021-2026
302.0069 15 112th / 111th - Bridgeport to Kendrick <i>Combined to one Project Number.</i>	Curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay.		City							0
			Grant							0
			Other							0
		1,360	Total	0	0	0	0	0	0	0
302.0097 Lakewood Station - Non-Motorized Access Improvements (115th Ct. SW to Pedestrian Crossing at Kendrick St. SW) <i>Clarified location</i>	Curb, gutters, sidewalks, and street lighting improvements per Lakewood's 2009 Non-Motorized Transportation Plan and Sound Transit Access Improvement Study.		City							0
			Grant							0
			Other							0
		3,955	Total	0	0	0	0	0	0	0
302.0113 Military Rd. SW: Edgewood Dr. SW to Farwest Dr. SW <i>Modified Limits</i>	Curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay. Connects Military Rd. to sidewalks constructed as part of development on Military Rd and Farwest		City							0
			Grant							0
			Other							0
		1,236	Total	0	0	0	0	0	0	0
302.0122 47th Ave. SW Sidewalks: Clover Creek to Pacific Hwy. SW	curb, gutter, sidewalks, bike facilities, street lighting, drainage, overlay		City							0
			Grant							0
			Other							0
		515	Total	0	0	0	0	0	0	0
302.0131 Custer Rd. SW: Bridgeport Way SW to Steilacoom Blvd. SW <i>Modify limits and add sidewalks on Custer Rd.</i>	Curb, gutter, sidewalks, bike facilities, turn pocket, street lighting, drainage, overlay.		City							
			Grant							
			Other							
		2,950	Total							
302.0135 Washington Blvd/North Gate Rd/Edgewood Ave SW - North Gate Rd. SW to Gravelly Lake Dr. SW <i>Add - Vernon Ave. SW: Wash. Blvd. SW to Veterans Dr. SW</i> <i>To match the limits of the JBLM North Access Project</i>	Curb, gutter, sidewalks, shared use path, turn lanes, street lighting, drainage, overlay.	2,975	City							
		11525	Grant							
			Other							
		14,500	Total							
302.0148 100th St. SW / Bridgeport Way SW: add westbound right turn pocket <i>Matched Downtown Subarea Plan</i>	Curb, gutter, sidewalks, drainage, and paving		City							
			Grant							
			Other							
		650	Total							

PROJECT COSTS IN THOUSANDS OF DOLLARS										
										TOTAL FUNDS
NOTE: Bold & Italicized numbers denote grant secured										
Removed/Completed TIP Projects	Description	Base Cost	Sources							
302.0142-100th Sidewalk and Street Improvements: Bridgeport Way to 400 feet east of 100th Street <i>Part of current project 302.0060 and covered by 302.0136</i>	Curb, gutter, sidewalks, bike facilities, replace 100th/Lakewood signal(302.0060), street lighting, drainage, overlay.		City							
			Grant							
			Other							
		1,875	Total							
302.0138-Oakbrook Sidewalks & Street Lighting Onyx Dr SW (Garnet to Phillips) <i>Onyx Dr SW (97th Ave. SW to 87th Ave. SW) and 87th Ave. missing SW (Limits of the current project)</i>	Curb, gutter, sidewalks, shared-use path, turn lanes, street lighting, drainage, pavement widening.	4,500	City							
			Grant							
			Other							
		4,500	Total							
302.0143-Veterans Drive SW- American Lk. Park to VA Hospital Entrance <i>Combined with 302.0134</i>	Curb, gutter, sidewalks, bike lanes, street lighting, drainage, overlay.		City							
			Grant							
			Other							
		2,530	Total							



City of Lakewood

Future Proposed Sidewalks for Connectivity



- Private School
- Public School
- Existing Sidewalk
- Proposed Sidewalk 2020/2021
- Future Sidewalk 2021-2024
- Sidewalk Connectivity Needed
- Tax Parcel
- Lakewood City Limit

- RECOMMENDED NEW TIP PROJECT
- MODIFIED TIP PROJECT
- PROJECT NUMBER (LAST 3 DIGITS)

Approximate Mileage of Existing City Sidewalk: 72 miles
City of Lakewood Center Lane Road Mileage: 180 miles
Potential Mileage of Sidewalk: 360 miles
Approximate Percentage of City Sidewalk: 20%
*Excludes Private Sidewalks.

Lakewood Police Department Quarterly Crime Report



- 1Q2020 Adult Family Homes
- 2020 Comparison Charts
- 1Q2020 Significant Event Synopsis
- Operational Impacts of COVID-19



1st Quarter 2020



Lakewood Police Department

1st Quarter 2020 Calls For Service: 12,250 LE (4Q – 14,092 LE)

Lakewood PD Arrests (Felony): 123 (4Q -1231)

Lakewood PD Arrests (Gross Misdemeanor): 0 (4Q- 1)

Lakewood PD Arrests (Misdemeanor): 261 (4Q – 279)

Warrant Arrests: 170 (4Q – 114)

1st Quarter 2020





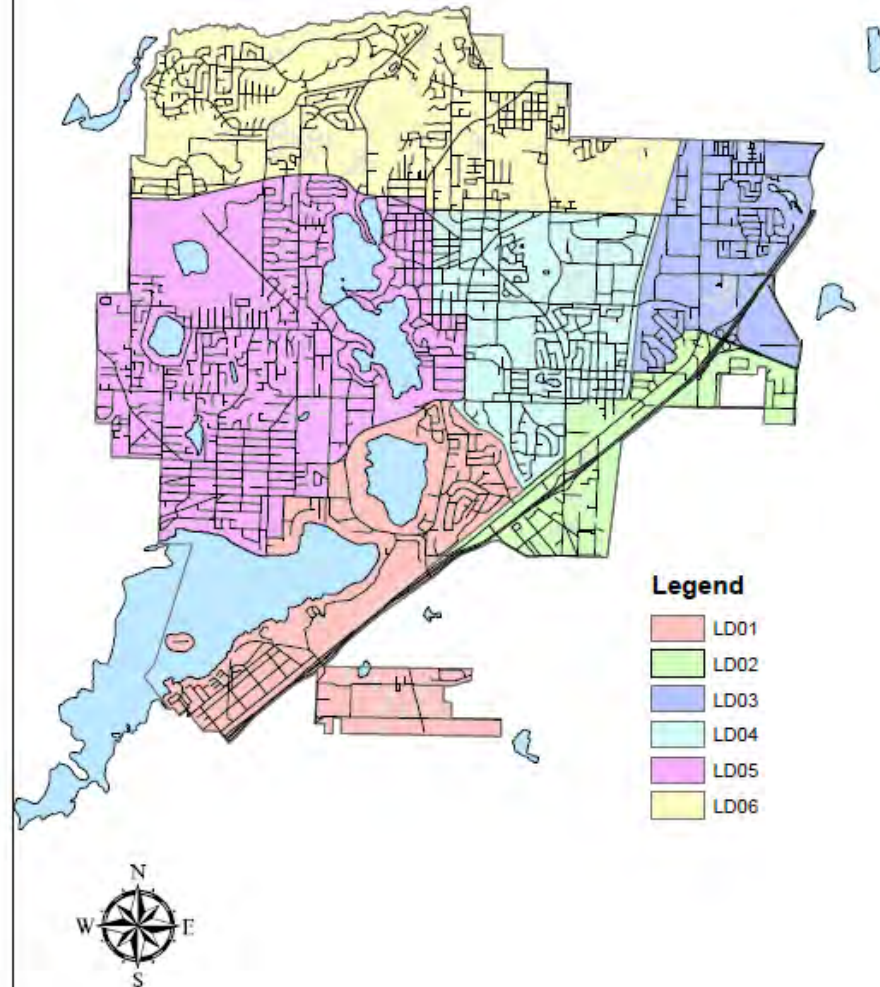
City of Lakewood




District Map

This product was prepared with care by the Lakewood Police Department Crime Analyst Unit.
City of Lakewood expressly disclaims
any liability for any inaccuracies which may yet be present. This is not a survey.
Call 360-430-4004 for further information.

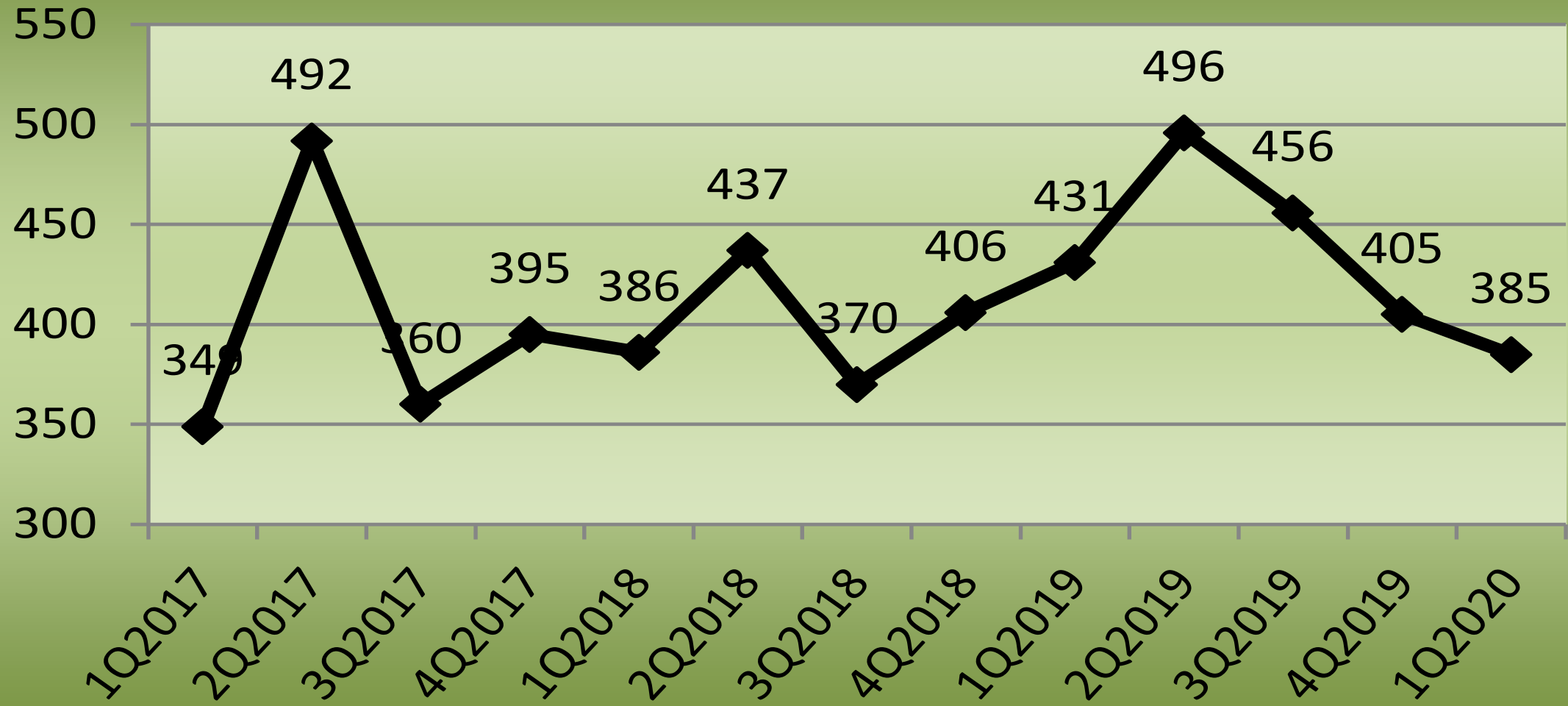
15 July 2016
C:\U\Crime Analyst\Working Folder\GIS Work\DistrictMap\4220100\Station1\K17_000.mxd



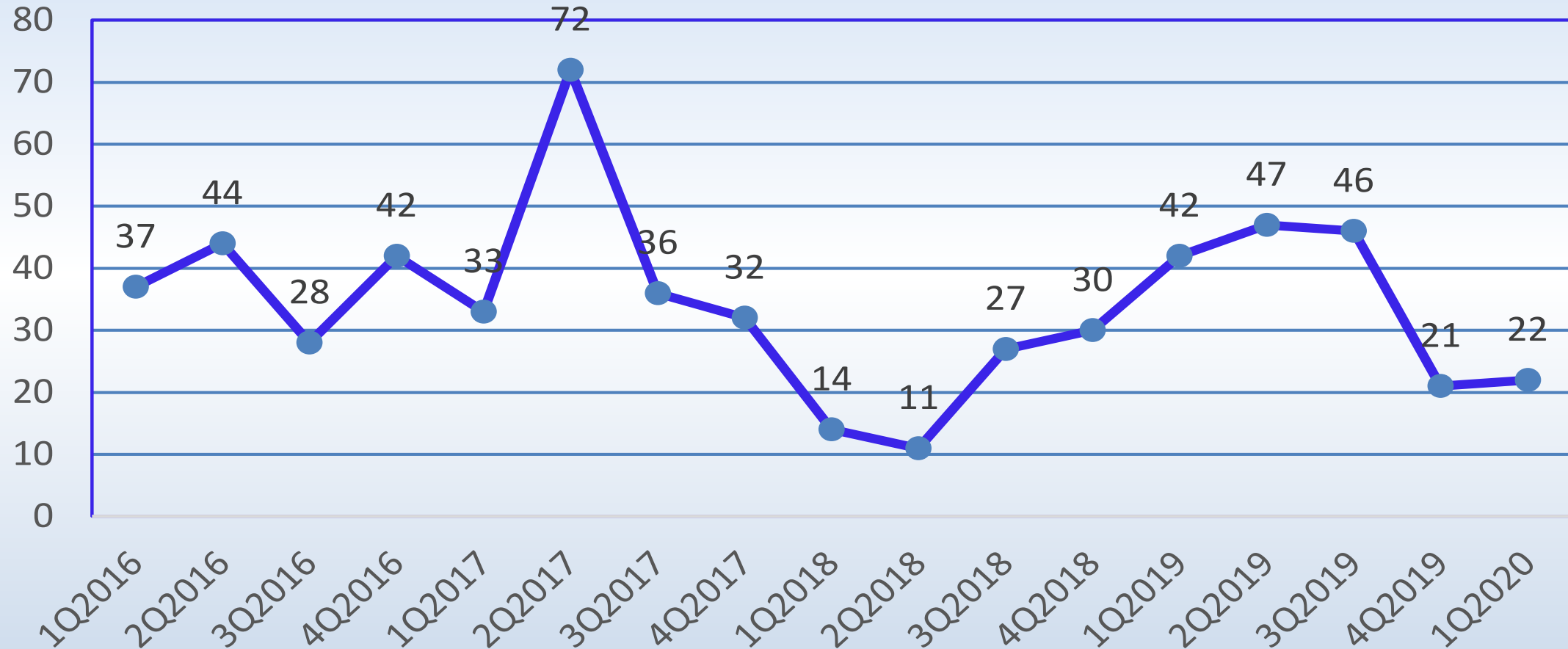
City of Lakewood Incident Report 1Q 2020

	1st Quarter 2020						City		Quarterly Percent Change	City		YTD Percent Change
	LD01	LD02	LD03	LD04	LD05	LD06	4Q2019	1Q2020	4Q19-1Q20	YTD2019	YTD2020	1Q2019-2020
Person Crimes												
Aggravated Assault	13	22	14	15	6	17	86	87	1.16%	87	87	0.00%
Simple Assault	41	56	28	40	40	59	270	264	-2.22%	305	264	-13.44%
Homicide	1	1	0	0	0	0	1	2	100.00%	0	2	NA
Kidnapping	5	0	0	1	0	6	3	12	300.00%	7	12	71.43%
Sex (Forcible)	0	2	0	2	1	2	9	7	-22.22%	12	7	-41.67%
Sex (NonForcible)	2	1	0	5	0	5	24	13	-45.83%	20	13	-35.00%
Totals and Averages	62	82	42	63	47	89	390	385	-1.28%	431	385	-10.67%
Property Crimes												
Arson	0	0	1	1	0	0	1	2	100.00%	5	2	-60.00%
Bribery	0	0	0	0	0	0	0	0	NA	0	0	NA
Burglary	8	32	18	21	19	18	93	116	24.73%	88	116	31.82%
Counterfeiting	1	1	4	6	1	1	17	14	-17.65%	27	14	-48.15%
Vandalism	23	39	49	56	39	41	240	247	2.92%	250	247	-1.20%
Embezzlement	0	0	0	0	0	0	0	0	NA	0	0	NA
Extortion	0	0	0	0	0	0	4	0	-100.00%	0	0	NA
Fraud	3	7	8	11	5	1	52	35	-32.69%	68	35	-48.53%
Larceny	25	47	50	175	40	70	452	407	-9.96%	399	407	2.01%
Motor Vehicle Theft	6	28	17	18	9	15	79	93	17.72%	79	93	17.72%
Robbery	4	2	1	2	2	3	28	14	-50.00%	26	14	-46.15%
Stolen Property	0	0	0	0	0	0	0	0	NA	0	0	NA
Totals and Averages	70	156	148	290	115	149	966	928	-3.93%	942	928	-1.49%
Society Crimes												
Drug	8	13	24	36	5	8	81	94	16.05%	95	94	-1.05%
Pornography	1	0	0	0	0	2	5	3	NA	4	3	-25.00%
Prostitution	0	0	2	1	0	0	19	3	-84.21%	3	3	0.00%
upon Law Violations	3	6	4	5	2	6	24	26	8.33%	21	26	23.81%
Totals and Averages	13	19	30	42	7	16	129	126	-2.33%	123	126	2.44%
Grand Totals and Av	145	257	220	395	169	254	1485	1439	-3.10%	1496	1439	-3.81%

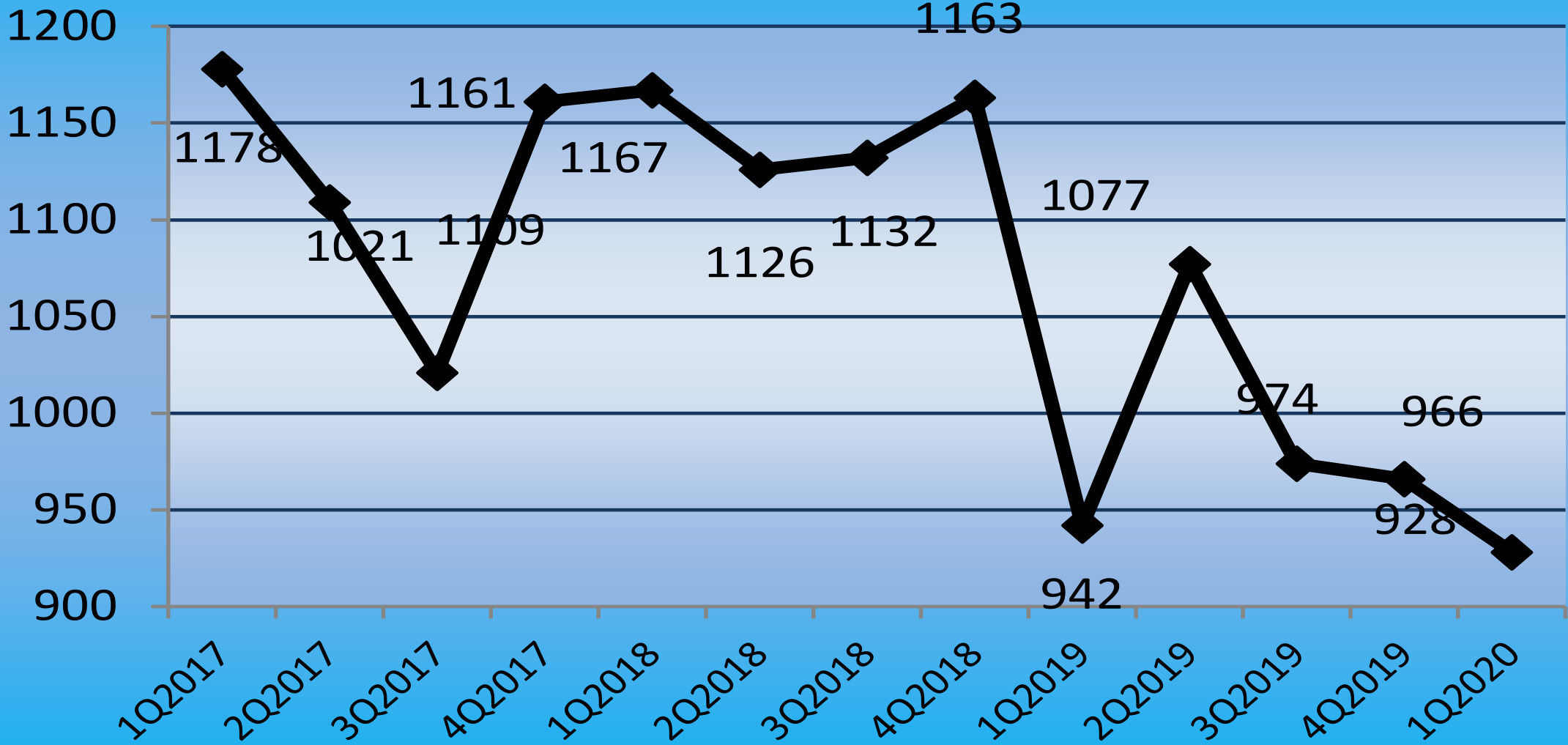
NIBRS Person Crime By Quarter 2017-2020



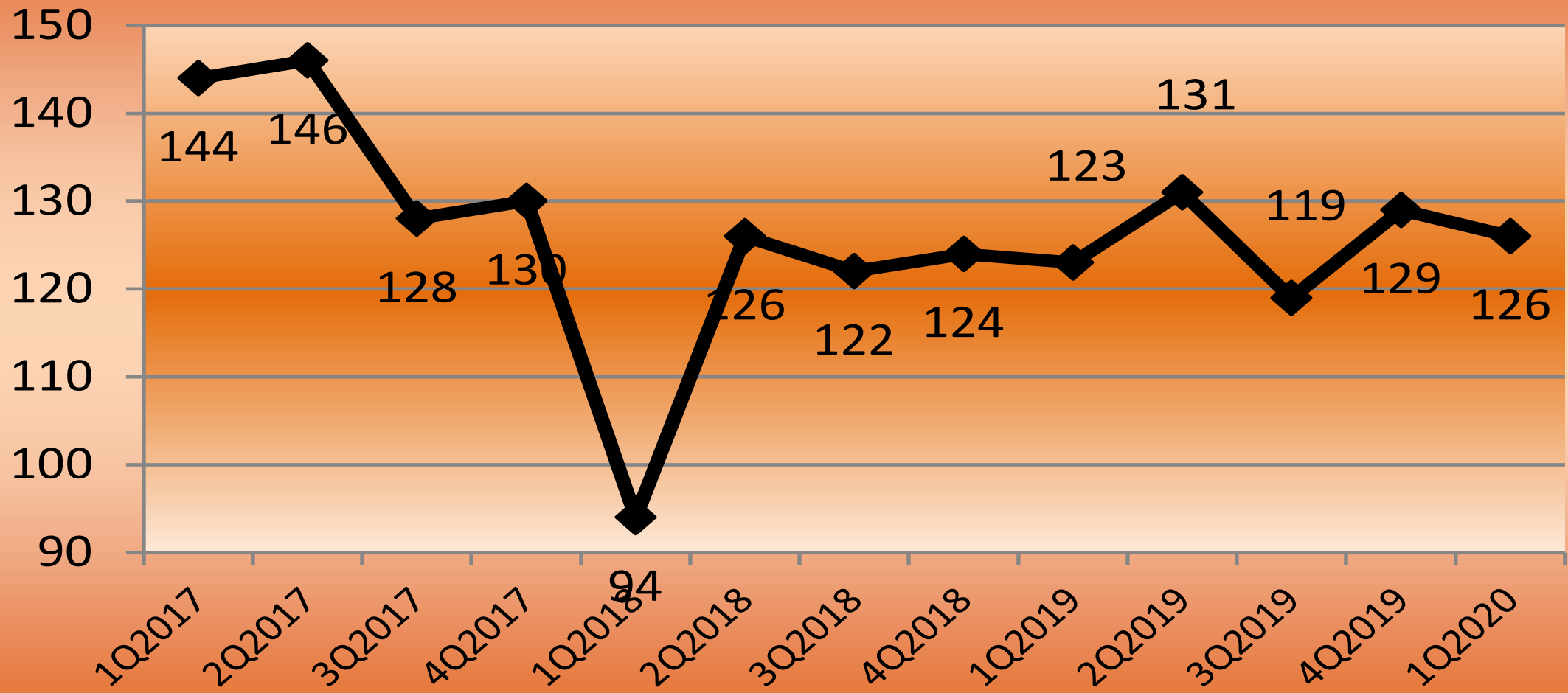
Western State Hospital NIBRS Person Crime By Quarter 2016-2020



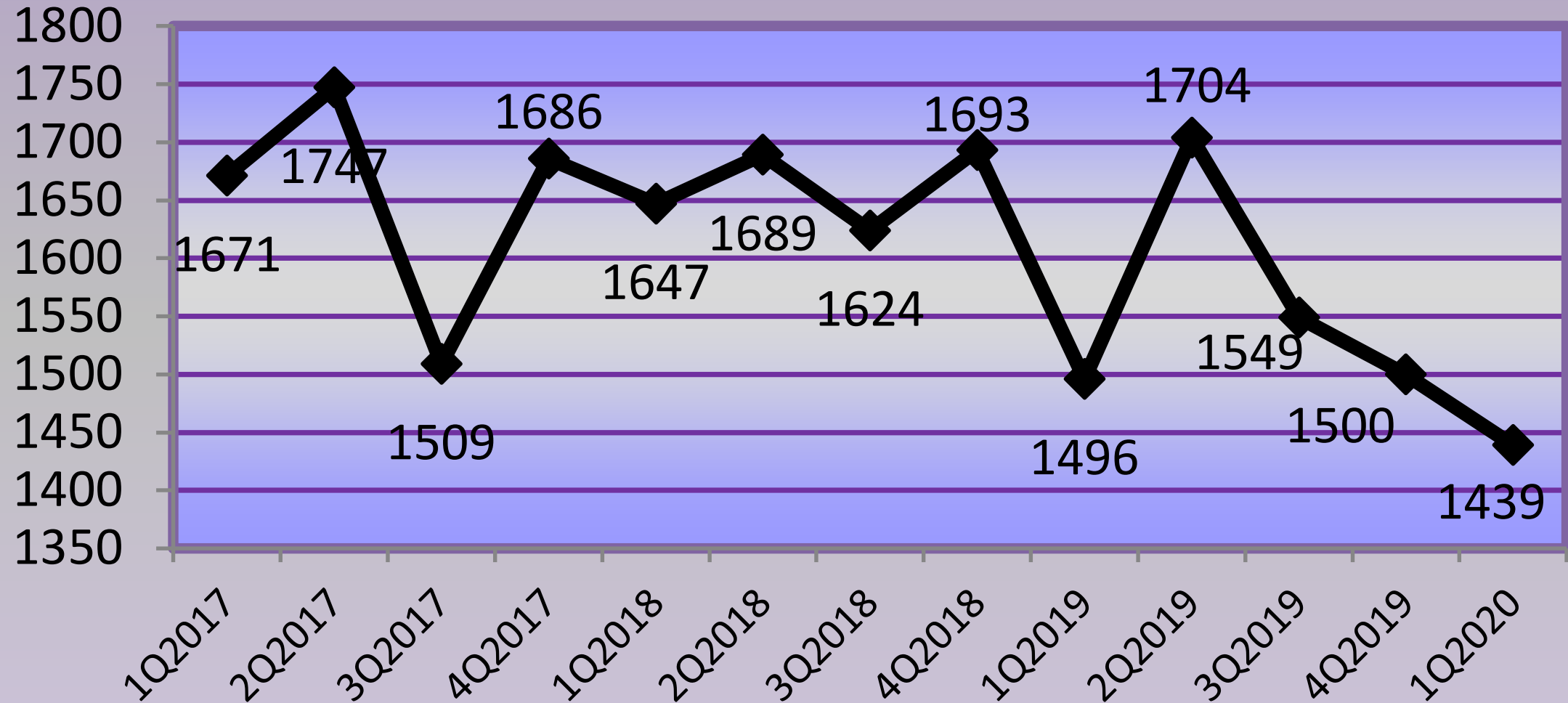
NIBRS Property Crime By Quarter 2017-2020



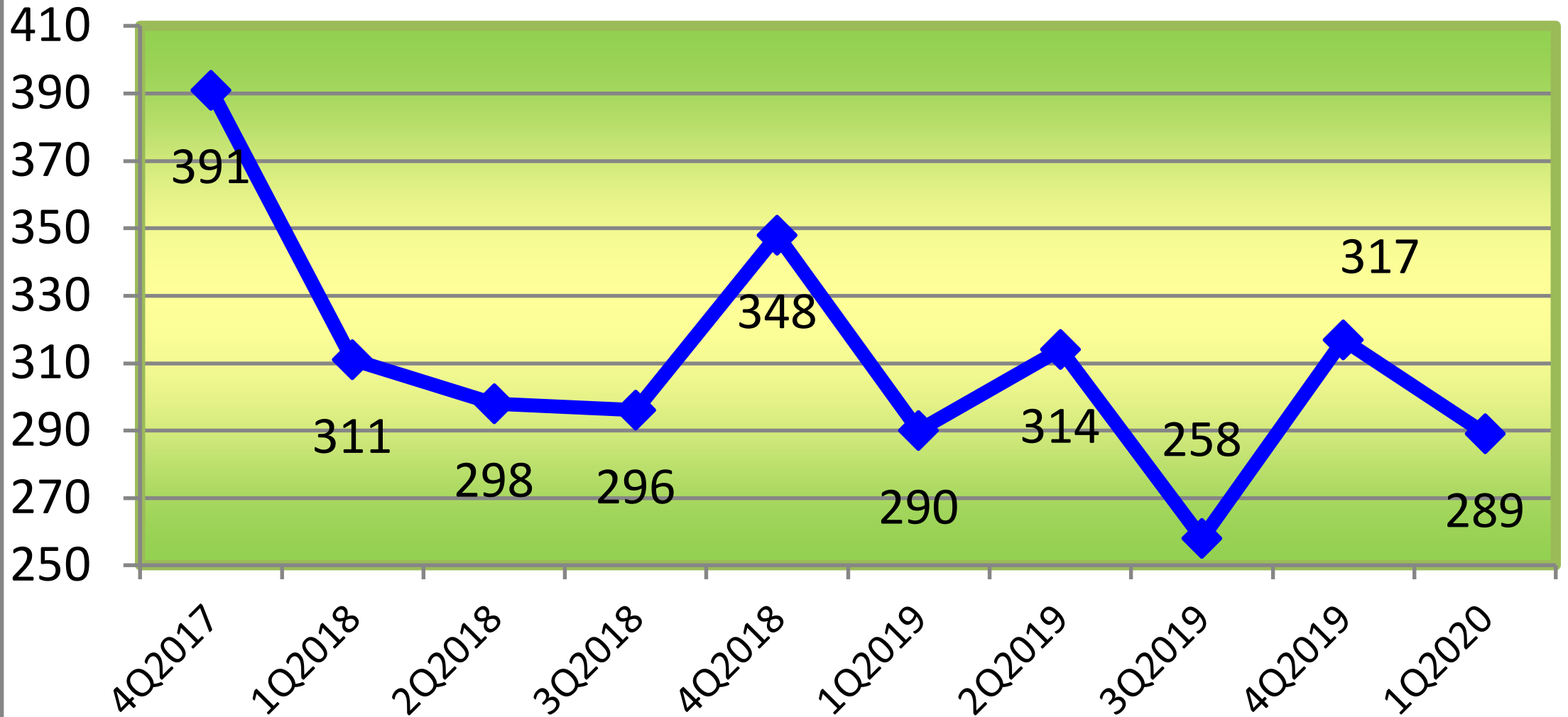
NIBRS Society Crimes By Quarter 2017-2020



NIBRS Total Crime By Quarter 2017-2020



Total Accidents By Quarter (Reports) 2017-2020



Adult Family Homes 1st Quarter 2020 Calls For Service (Top 39 of 106) Fire and Police CFS

Adult Family Home Name	Address	LD	1Q2020	Total2020
Amazing Angels AFH	7905 Jade Dr Sw	LD06	13	13
Mangu AFH	3128 Sylvia Blvd S	LD03	13	13
Paradise AFH	8503 North Way SW	LD05	13	13
Grace Joy 3 AFH	7527 95th Ave SW	LD06	10	10
Peaceful Haven AFH	7016 Cherry Ln Sw	LD05	10	10
Vine Maple Care AFH	12530 Vine Maple Dr SW	LD01	10	10
Alpha Palace AFH	7402 Coral Ln SW	LD06	9	9
Bethel Home 3 AFH	9113 Onyx Dr SW	LD06	9	9
Life In Abundance AFH	8015 88th STCT SW	LD05	8	8
Clover Park AFH	11308 Clover Park Dr	LD04	7	7
Grace & Hope2 AFH	6805 86th St SW	LD06	6	6
Hidden Lake2 AFH	5302 111th St SW	LD04	6	6
Bethel Home 2 AFH	9116 78th St SW	LD06	5	5
Ivy Manor Homecare AFH	2509 91st St S	LD03	5	5
Maple 2 AFH	7838 78th Ave SW	LD06	5	5
Woodville "4" AFH LLC	7201 Turquoise Dr Sw	LD06	5	5
Heart of Gold AFH	11713 Mountbrook LN SW	LD01	4	4
Maple AFH	9505 Maple Ave SW	LD05	4	4
Over The Hill AFH	10314 Lyris Ct	LD05	4	4
Woodville1 AFH	6909 Topaz Dr SW	LD06	4	4
A Grace Joy AFH	7721 91st Ave SW	LD06	3	3
Brooksville AFH	7806 88th Ave SW	LD06	3	3
Happy Hour AFH	11805 Nyanza Rd SW	LD01	3	3
Heavenly Angels AFH	6522 Ardmore Dr SW	LD04	3	3
San Lorenzo AFH	8421 Alva Ave SW	LD05	3	3
Sunshine's Haven AFH	7309 Onyx Dr SW	LD06	3	3
Sylvias Place AFH	12525 Vine Maple Dr SW	LD01	3	3
Assure Care 1 AFH	10902 47th Ave SW	LD04	2	2
Brook House 2 AFH	7118 Turquoise Dr SW	LD06	2	2
Complete Care AFH	7006 Turquoise Dr SW	LD06	2	2
Coral Wood2 AFH	7413 90th Ave SW	LD06	2	2
Grace & Hope1 AFH	7409 Coral Ln SW	LD06	2	2
Gravelly Lake AFH	11502 Gravelly Lake Dr	LD05	2	2
Healing Garden AFH	3118 89th St S	LD03	2	2
Jade Park Care Center AFH	8017 Jade Dr SW	LD06	2	2
Life Star AFH	9104 104th St SW	LD05	2	2
Morningstar AFH	7909 88th Ave SW	LD06	2	2
Vinewood AFH	12010 Docken Ln SW	LD01	2	2

1st Quarter 2020 Analysis

- 2003301728 – Homicide -On 2 February 2020 at 9:38pm, Lakewood Police responded to St Clare Hospital where they discovered the shooting victim who had been dropped off by friends. The victim was dead upon arrival. Investigation determined the shooting occurred at 7519 146th St SW (Meadowbrook Apartments) in the Woodbrook neighborhood of Lakewood. Exhaustive investigation worked from the friend of the deceased, to the driver of the car and eventually to the shooter (driver and shooter were Thurston County residents with extensive criminal histories). Apparently, the victim met the two suspects to purchase marijuana and was shot when he approached the vehicle with the suspects. Multiple arrests have been made.
- 2004200098 – On 11 February 2020 at 01:17am, Lakewood Police responded to 14900 Union Ave SW (Union Crest Apartments) for a report of a shooting. Upon arrival, officers found a female victim with an obvious and fatal gunshot wound to the head. With only a description of a vehicle, Lakewood detectives worked through complicated evidence until 3 arrests were made. The victim and suspects were acquainted and the motive appears to be robbery.
- Crimes Against Persons fell in the 1st Quarter of 2020 but not as much as one would expect during the Coronavirus period that started in the beginning of March. Aggravated Assaults rose by a single assault from 4th Quarter 2019 to 1st Quarter 2020. Kidnapping (which includes Unlawful Imprisonment) spiked in 1st Quarter 2020 mostly from 9 incidents and 12 victims.
- Crimes Against Property fell again (3 quarters in a row from a spike in 2Q2019). With people home and businesses closed during the COVID19 crisis, Commercial Burglaries drove burglary numbers (rise of 31.8%). Robberies fell 50% from 4th Quarter 2019 to 1st Quarter 2020 while Motor Vehicle Theft numbers turned upward 25.7%

COVID 19 impacts and mitigation efforts beginning March 13th

- Neighborhood Police Officers and Traffic Officers reassigned to patrol
- Patrol squads advised to stay in the field and only come to the station when necessary.
- More calls referred to online or phone reporting.
- Call receivers ask about COVID symptoms to advise officers of the potential need for PPE.
- Officers advised to limit routine traffic stops.
- Reminders given to adhere to social distancing rules when on calls, even with each other.
- No two person cars with the exception of two training officers (no other option).

COVID 19 impacts and mitigation efforts continued

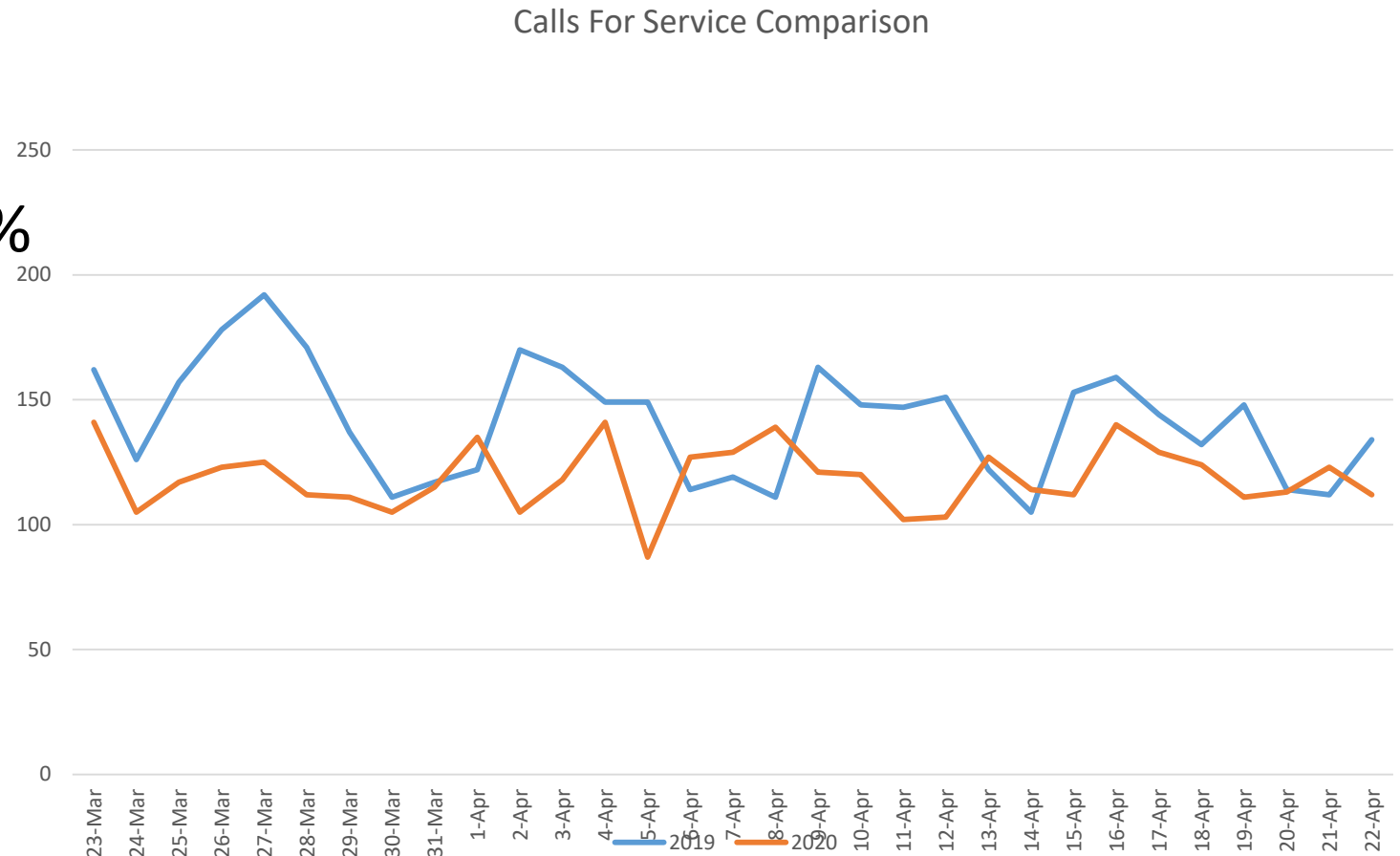
- No more than two days of leave authorized unless already scheduled.
- Investigative division on a rotational schedule with minimal personnel at the station. The rest teleworked and were available to come in if needed.
- Administrative and limited commission staff provided resources to telework.
- Front lobby locked. People coming to the station had to call the front desk to state their business. (The protection order kiosk remained open).
- Frequent dissemination and use of cleaning products.
- 4 officers known tested for COVID- all negative.
- All in-person training cancelled.

Available PPE As of April 22nd

- 2000 N95 masks
 - Acquired through advanced purchasing and County DEM
 - UV decontamination method allows reuse up to three times
- 300 KN95 masks
 - Acquired through donations
 - Kept in reserve as back-ups to the N95s
- 1000 surgical masks
- Several gallons of hand sanitizer
- Good supply of sanitizing wipes and spray

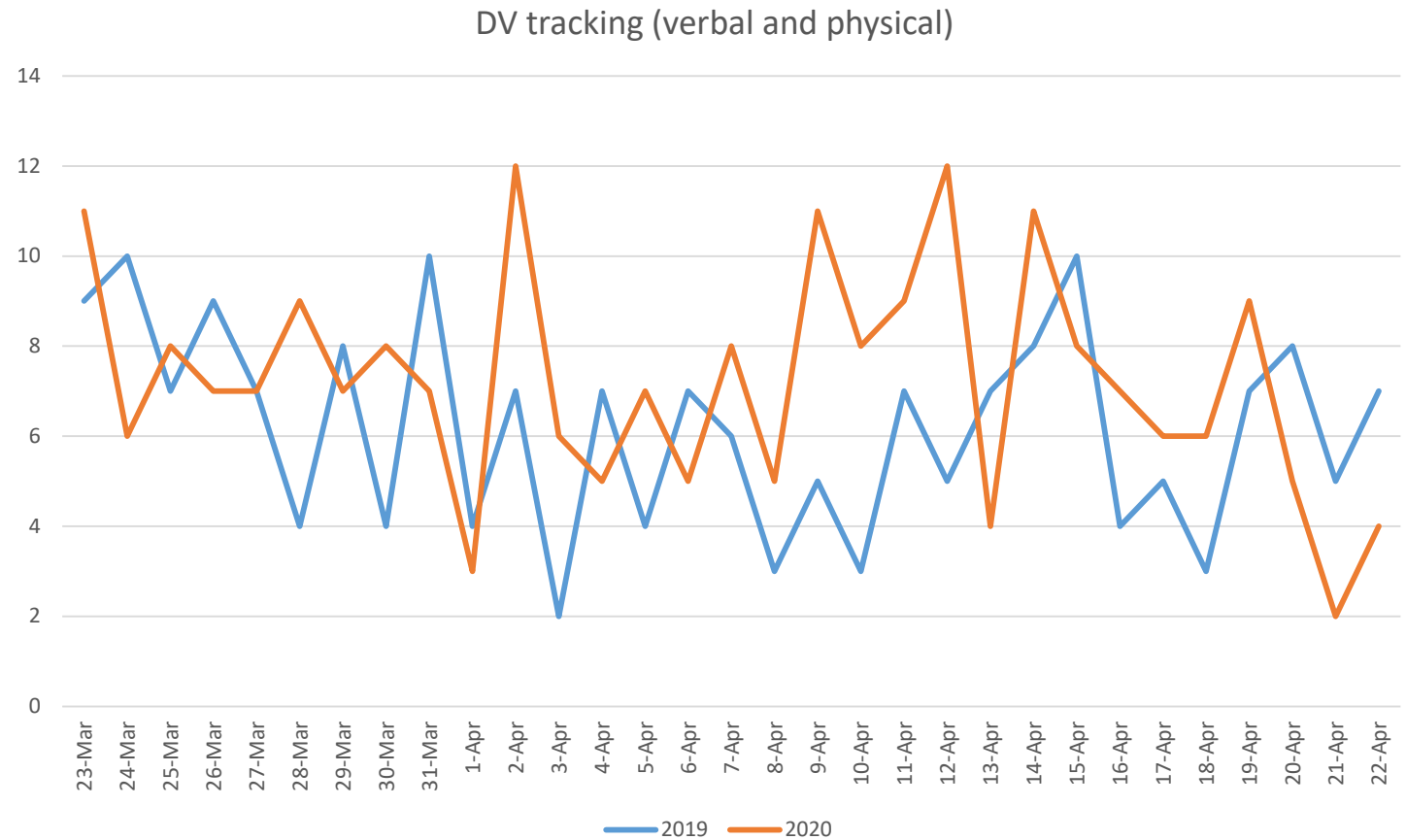
Calls for Service March 23rd through April

- 2019: 4380
- 2020: 3686
- Percent change: -15.8%



DV Calls for Service Mar 23rd to April 22nd

- 2019: 192
- 2020: 223
- Percent change: +16%



Jail bookings

- Pierce County (March 13th through April 15th)
 - 2019: 44
 - 2020: 21
 - Percent change: -52%
- Nisqually
 - 2019 (March 15th to Apr 30th): 145
 - 2020 (March 15th to Apr 24th): 58
 - Percent change: -60%

Questions?