



LAKEWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, October 12, 2020
City of Lakewood
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: 868 7263 2373

Page No.

CALL TO ORDER

ITEMS FOR DISCUSSION:

- (3) 1. Joint Lakewood Arts Commission meeting. – (Work Plan)
- (4) 2. Partners for Parks Presentation. – *Mr. Dave Betz and Ms. Sally Saunders*
- (6) 3. Review of agreement with the Humane Society for Tacoma and Pierce County for animal sheltering. – (Memorandum)
- (16) 4. Review of HOME Funding for Tacoma-Pierce County Habitat for Humanity for acquisition and development of affordable housing. – (Memorandum)

ITEMS TENTATIVELY SCHEDULED FOR THE OCTOBER 19, 2020 REGULAR CITY COUNCIL MEETING:

- 1. Proclamation declaring October 21, 2020 as Lakewood Chamber of Commerce Day. – *Ms. Linda Smith, Lakewood Chamber of Commerce*
- 2. Authorizing the execution of an agreement with the Humane Society for Tacoma and Pierce County for animal sheltering services. – (Motion – Consent Agenda)
- 3. Authorizing the execution of an development subsidy agreement, in the amount of \$640,000, for Tacoma-Pierce County Habitat for Humanity to acquire and redevelop 15121 Boat Road and 15123-15125 88th St. Ct. SW for affordable housing. – (Motion – Consent Agenda)
- 4. Authorizing the purchase of a Safe Boat for the Lakewood Police Department Marine Services Unit. – (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. Approving the 2021 Federal Legislative Priorities, 2021-2022 State Legislative Agenda and Policy Manual and Pierce County Policy Manual.
– (Motion – Consent Agenda)
6. Appointing Lakewood Arts Commission members. – (Motion – Consent Agenda)
7. JBLM North Access Improvement Project Phase 2 – Parking 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.

ART COMMISSION JOINT COMMISSION MEETING OCT. 12, 2020

WORK PLAN AND SIGNIFICANT ACCOMPLISHMENTS

Members:

Chair: Linda McDermott
Vice-Chair Earl Borgert
Adriana Bayer
Darryl Owens
Lani Neil
Paige Hansen
Patti Belle
Phillip Raschke
Susan Werner

Council Liaison:

Councilmember Jason Whalen

City Staff Support:

Sally Martinez, Nikki York

Meeting Schedule:

First Monday of the month, 5:00-6:15 pm, American Lake Room.
Last in-person meeting was March. In September we are starting zoom meetings.

Accomplishments:

Date	Topic(s)
2/2020	MLK Involvement- Essay Contest
Quarterly	Rotating Artists
12/2020	Colonial Plaza Public Art
6/2020	Future of Public Art: Public Art Program Proposal
7/2020	Summer Nights at the Pavilion, Outdoor Concert Series. Cancelled due to COVID-19
11/2020	LIFE New Original Artist Film Festival. Cancelled due to COVID.
12/2020	Proposed Holiday Festival & Christmas Tree Lighting, Parade, Jingle Bell Dash, Candy Cane Lane Vendors: Changed format due to COVID – reverse parade & virtual tree lighting


(Current Year) Work Plan:

1.	MLK Involvement
2.	Recruitment and Retention
3.	Holiday Festival & Christmas Tree Lighting, Parade, Jingle Bell Dash, Candy Cane Lane Vendors (revised due to COVID-19)
4.	LIFE Film Experience (Cancelled)
5.	Rotating Artists
6.	Public Art Implementation and Future of Public Art Recommendations
7.	Summer Nights at the Pavilion, Outdoor Concert Series (cancelled)
8.	SummerFEST Booth for Passport to Art (cancelled)
9.	Arts Commission Retreat-Postponed
10.	Joint Commission Meeting



TO: Mayor and City Council

FROM: Mary Dodsworth, Parks, Recreation and Community Services Director

THROUGH: John Caulfield, City Manager 

DATE: October 5, 2020

SUBJECT: Partners for Parks Barn Study Update

ATTACHMENTS: Link to project video <https://vimeo.com/458223613>

Summary: In 2017 the Partners for Parks (PFP) organization determined that supporting the renovation of a barn at Fort Steilacoom Park (FSP) would be one of their long term goals. They have been championing this effort for the past three years and would like to thank the Council for their support and provide an update regarding their efforts.

Background: The City of Lakewood conducted a feasibility study in 2008 to determine the best usage of the historical barns located within the confines of FSP. At that time the study concluded that the “H” barn would be the most logical building to renovate first based on its structural integrity, adjacent parking, and usable square footage for a variety of uses.

In 2017, PFP determined that preserving, conserving and renovating the H barn at FSP would be a valuable asset for the City of Lakewood. In doing so, they created a stakeholders group and hired a consultant team to investigate and prepare a feasibility plan to renovate the H barn as a potential community event center. Partners for Parks spent \$15,000 for the study which included potential building designs, site improvements and permit requirements as well as possible historic preservation limitations.

In 2018, PFP presented their findings to the City Council and were encouraged to move forward and pursue the goal of completing the renovation of the barn at Fort Steilacoom Park. As a result of the Council’s encouragement, PFP contacted a number of business development consultants regarding the project to initiate another feasibility study to determine if a public/private partnership can be created to offset part of the anticipated \$6 million dollar investment. This study will take approximately four to five (4-5) months to complete and include research and consultation from community leaders, partners and persons of influence to help determine realistic goals and timelines for the completion of the project.

While the Board is confident of the community's love for the barn project at Fort Steilacoom Park, we are looking for a professional evaluation and action plan before proceeding or asking for community investment. Our confidence in this endeavor has moved PFP to commit \$25,000 - \$35,000 towards this study. We are thankful that the City understands the public benefit of this project and has committed \$10,000 towards this effort (approved in the 2020 budget adjustment in May, 2020). The study was to begin in March, 2020, however due to the impacts of the Covid-19 pandemic, the start date was delayed several times and is now anticipated to begin in early 2021.

Next Steps: In early 2021, PFP will initiate the study and will look to the City Council and community to help us identify and develop the right partners to move this project forward. How will that change due to Covid? We will need to be more visionary, bold, nimble and innovative. We will tailor the anticipated processes based on current conditions and best practices. History has shown that during national uncertainty, communities have come together and responded to important needs. We anticipate continuing this work for the next 3 – 4 years and making history in Lakewood!

Partners for Parks

Partners for Parks is a collaboration of Lakewood service organizations, community groups, educational institutions, military partners and local businesses that come together for the purpose of assisting in the improvement of Lakewood area parks. We raise funds to purchase land, build restrooms, expand trails and enhance park sites. We volunteer to clean up parks and improve the quality of life for Lakewood residents and visitors.

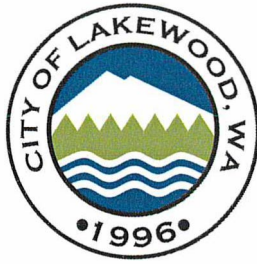
Find out more: <https://www.partnersforparks.net>

PFP Investment in Lakewood

\$ 80,000	Supported Restroom project near baseball fields – first restroom at FSP
\$100,000	Supported Restroom near playground
\$ 5,000	Supported demo of house near Springbrook Park
\$ 5,000	Supported Phillips Road Trailhead (Chambers Creek Canyon Trail)
\$100,000	Supported Waughop Lake Trail project
\$ 5,000	Supported new playground at Kiwanis Park
\$ 15,000	Sponsored the H Barn feasibility study
\$ 45,000	Study to determine private / public partnerships to restore barn
<hr/>	
\$355,000	

Other Investments (partnerships and time)

- Removed almost 9 tons of garbage after city purchased house near Springbrook Park – coordinate donation of disposal by LeMay
- Received \$1,000 from Rotary to support Phillips Road Trailhead
- Annual site clean-up, planting and restoration at various parks during events
- Team build for Kiwanis Playground
- Community fund raisers to support Lakewood Parks



TO: Mayor and City Council

FROM: Asst. Police Chief John Unfred

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

DATE: 10-12-20

SUBJECT: 2021-2024 HUMANE SOCIETY CONTRACT

ATTACHMENTS: CONTRACT

Attached is the proposed contract for animal sheltering services between the City of Lakewood and the Pierce County Humane Society (PCHS). This contract covers animal sheltering, lost pet reunification, carcass disposal, and the boarding of animals held as evidence in animal cruelty cases for 2021 through the end of 2024.

During negotiations, the PCHS stated that they have faced significant increases in their costs for veterinary wages (17.5%) as well as medical supplies (76%) over the past two years. They cited this as the justification for requesting a significant increase in the cost of this contract (20% over three years).

I explained to PCHS staff the City's current financial issues due to the Covid pandemic. I also expressed concern that this is the second consecutive contract where they have requested significant increases. PCHS agreed to push the bulk of the cost increases to 2022 and 2023 to give us breathing room for economic recovery in 2021. They also agreed to an optional 4th year to the contract of COLA +1% as an indication of good faith that they would not seek such significant increases in the next contract.

Highlights of the contract:

- **Flat Fee Model:** Flat monthly fee to replace the current model of monthly fee with an annual reconciliation based on actual numbers of animals booked. Our numbers have not fluctuated much year over year and this reduces administrative cost as well as provides budget certainty.
- **Boarding fees:** Increase 3% and begin accumulating after 3 days vs 14 days in the current contract. Boarding fees are paid to the PCHS for boarding animals collected as evidence in animal cruelty cases. We average 3-4 such cases per year, resulting in a negligible cost difference.

- **Cost:**

	2020	2021	2022	2023	2024
Percent Increase		4%	7.50%	8.50%	COLA+1%
Cost Increase		\$5,789.00	\$11,290.00	\$13,755.00	
Total Cost	\$144,745	\$150,534	\$161,824	\$175,579	

- **Pet License Fees:** The PCHS continues to keep pet licensing fees for pets licensed during adoption at their facility. For 2019, this equated to \$6888.00. The City continues to retain all other pet licensing fees which, for 2019, equated to \$38,837.00.
 - Our current Pet License Fees are on the lower end of the range of other local jurisdictions:

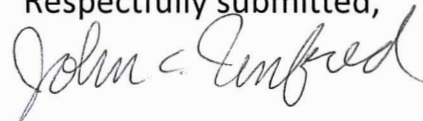
Jurisdiction	Altered Fee	
	Dog	Cat
Lakewood	\$20.00	\$12.00
Pierce County	\$20.00	\$12.00
Tacoma	\$30.00	\$20.00
University Place	\$23.00	\$13.80
Fircrest	\$30.00	\$20.00
METRO	\$14.00	\$10.00

- A change in Pet License Fees could generate approximately \$20,000 more per year, offsetting the increased costs in the PCHS contract.

	Current Fee	2019 Total	Increased Fee	Total
Dog (altered)	\$20.00	\$26,300.00	\$30.00	\$39,450.00
Cat (altered)	\$12.00	\$7,056.00	\$20.00	\$11,760.00
Dog (Senior)	\$10.00	\$9,690.00	\$10.00	\$9,690.00
Cat (Senior)	\$4.00	\$1,244.00	\$5.00	\$1,555.00
Unaltered Pet	\$55.00	\$13,310.00	\$65.00	\$15,730.00
Total Fees		\$57,600.00		\$78,185.00
PetData Fees		\$14,536.00		\$14,536.00
Lakewood Portion		\$43,064.00		\$63,649.00

- **Alternatives to PCHS:** While I did not conduct an in-depth review of alternatives, we did do so during the last contract negotiation and the options have not significantly changed. The potential options would require our Animal Control Officers to transport animals to Auburn, Olympia, or Kitsap County.

Respectfully submitted,



John C. Unfred
Assistant Police Chief

THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY AGREEMENT FOR SHELTER AND RELATED SERVICES

The parties to this contract are the **CITY OF LAKEWOOD**, a political subdivision of the state of Washington, hereinafter referred to as the "City of Lakewood," and **THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY**, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as the "Society." The terms of this contract shall cover the period from January 1, 2021, through December 31, 2023. In consideration of the mutual benefits derived, the parties agree as follows:

THE SOCIETY AGREES:

(1) To furnish and maintain and to employ adequate staff for suitable shelter for the handling of stray, impounded, and unwanted companion animals turned over to the Society by the City of Lakewood or its residents. Companion animals are specifically defined as dogs, cats, domestic birds, domestic rabbits and small domestic rodents. Companion animals specifically exclude livestock (horses, cows, pigs, sheep, goats, fowl, etc.) venomous or dangerous reptiles and wild or exotic animals. Such facility shall include cat kennels and dog kennels, as well as facilities for the humane disposal of sick and injured companion animals. The facility will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering. Impounded animals, awaiting disposition by the courts or held as directed by Animal Control will be held for a maximum of 3 days without additional charge. After 3 days, board will be charged to City of Lakewood at the rate of \$26.50 per day in 2021, \$27.30 per day in 2022, and \$28.10 per day in 2023.

(2) To keep the shelter staffed and open for the purposes of receiving companion animals and allowing such animals to be redeemed during regular business hours Monday through Saturday; PROVIDED THAT the Society shall establish and maintain 7-day per week, 24-hour per day access for City of Lakewood animal control officers to drop off companion animals or carcasses outside of normal shelter hours. It is understood that this does not include responsibility for care for sick or injured companion animals outside of normal shelter hours.

(3) To provide licensing services for animals adopted or impounded at the Humane Society shelter whose owner resides within the City of Lakewood. The license service for impounded and adopted animals shall be provided during normal business hours, with no time limitation and shall also be provided by the Society in animal illness or injury conditions so as to expedite medical attention for the animal. The Humane Society shall maintain complete and adequate records of all licenses issued and shall provide a timely report to the City of Lakewood listing the name and address of the licensee and a description of the animal licensed. The Humane Society will retain 100% of every license sold and payments shall be made to the Humane Society.

(4) To provide orientation and training to City of Lakewood animal control officers and other City of Lakewood staff to the Society shelter and its admissions policies, practices and other Society operations as appropriate.

(5) To maintain complete records of animals received and animals disposed of on behalf of the City of Lakewood and other entities with whom the City of Lakewood has contracted. The Society agrees to promptly make its records of investigations available for the City of Lakewood's inspection at reasonable times, and to furnish reports of the Society's activities to Lakewood, and to provide, within reason, such other data as the City of Lakewood requests and as may be inspected or requested by other entities with whom the City of Lakewood has contracted. This means the Society at such times and in such form as the City of Lakewood may require, shall furnish the City of Lakewood with periodic reports pertaining to the work and services undertaken pursuant to this Contract. The Society will make available to the City of Lakewood all work-related records and documents for inspection, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Contract. The Society further agrees to fully cooperate with any civil or criminal investigations by the City of Lakewood and to make its employees available for interviews conducted in the furtherance of such investigations.

(6) To provide access to computers for the City of Lakewood for Animal Control Officers to enter data into the database software for animals picked up by City of Lakewood Animal Control Officers.

(7) To provide basic blood draw, fecal sample, lab tests and weight at time of admission for animals involved in cruelty investigation, per request of the City of Lakewood Animal Control Officers. This service will be offered for cases of 1 to 2 animals and may be repeated weekly as deemed necessary by the Veterinarian staff at the Humane Society. Cruelty cases involving 3 to 6 animals require advance notification in order to perform this service. Cases larger than 6 animals or animals needing detailed history and/or physical exams will be performed by an outside veterinarian of the City of Lakewood's choice. Costs associated with any lab tests and/or physical exams that are beyond the basic tests identified in this section will be billed separately to the City of Lakewood.

(8) To procure and maintain comprehensive general liability insurance, and professional liability insurance with limits not less than \$1,000,000.00 (\$1,000,000.00 bodily and personal injury and property damage insurance). The City of Lakewood is to be named as an additional insured and such insurance as is carried by the Society is primary over any insurance carried by the City of Lakewood. In the event of a nonrenewal, cancellation, or material change in the coverage provided, 30 days' written notice will be furnished to the City of Lakewood prior to the date of nonrenewal, cancellation, or change. Such notice shall be sent to the City of Lakewood, City Manager, Lakewood City Hall, 6000 Main Street SW, Lakewood, WA 98499-5027. The City of Lakewood has no obligation to report occurrences unless a claim is filed with the City of Lakewood, and the City of Lakewood has no obligations to pay premiums on such insurance.

(9) To furnish equipment and supplies used in the performance of the Society's obligations arising from this contract, except equipment and supplies which the City of Lakewood expressly promises to furnish.

(10) The Society agrees to hold harmless, indemnify and defend the City of Lakewood and its officers, officials and employees from any claim, liability, lawsuit or legal judgment arising from or out of the negligent or tortuous actions or inactions of the Humane Society in its performance of the activities and services set forth herein in this agreement to be performed by the Society. The Agreement to indemnify, defend and hold harmless the City of Lakewood by the Society shall not apply to any loss, claim, liability, lawsuit or legal judgment arising from the sole negligence of the City of Lakewood.

(11) To allow City of Lakewood animal control officers to sanitize their vehicles in accordance with Society practices until the Society requires the sanitizing facility to be vacated for construction. The Humane Society will provide 90 days' notice if the area is to be vacated.

(12) The Society agrees to comply with Title 16 RCW and Title 9 of the Lakewood Municipal Code. The Society will not release any animal except in full compliance with the municipal code.

(13) Non-discrimination. The Society agrees to take all steps necessary to comply with all federal, state and City of Lakewood laws and policies regarding nondiscrimination and equal employment opportunities. The Society shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap.

THE CITY OF LAKEWOOD AGREES:

(1) To pay to the Society a total of approximately \$150,536 for 2021. The contract price for year 2022 will increase 7.5% to \$161,826 and the year 2023 will increase 8.5% to \$175,581 to reflect the expected increases in the Society's costs. The contracted amount will be paid monthly as 1/12th of the annual contract costs, or \$12,544.67 per month in 2021, \$13,485.50 per month in 2022, and \$14,631.75 per month in 2023.

Monthly payments are due on or before the 10th of each month, with the final payment due by January 10 of the following year. Any payment in full over 60 days late may cause a suspension of service and will automatically be charged a 1% penalty.

(2) To allow the Humane Society to retain all adoption, impound, board, fines and other fees collected from the public for animals accepted into the shelter since the Society has factored retention of such fees into the cost of the contract.

(3) To provide the Humane Society all licenses and licensing material for the City of Lakewood and other entities with whom the City of Lakewood has contracted.

(4) The Society does not have emergency veterinary or intensive care facilities (ICU) and cannot provide overnight monitoring of animals. Animals needing emergency medical care, will be taken to an appropriate facility to be treated prior to booking with the Society. For the purposes of this contract, emergency medical treatment is defined as a level of care higher than the Society can provide, such as obvious broken bones, trauma, or other medical issues that would require intensive care and monitoring. Until the Humane Society accepts the animal, the City of Lakewood is responsible for all after-hours emergency medical treatment of any animal that the City impounds.

(5) During hours that the Shelter is open, the Society normally has a veterinarian available to provide routine veterinary care; however, in the event that the Humane Society does not have a veterinarian available to provide routine veterinary care at the Shelter, any animals needing such care shall be the responsibility of the City of Lakewood. The Society shall immediately inform Lakewood Animal Control when the Society does not have a veterinarian available to provide routine veterinary care at the Shelter and the expected duration. The City of Lakewood is responsible for transporting the animal to the chosen veterinary clinic and to the Humane Society once the animal is stabilized.

(6) The City of Lakewood animal control officers will not bring **known** feral cats to the Society unless they can be neutered and returned to field. It is accepted that stray cats frequently cannot be identified as true strays or feral cats and this clause only relates to **known** feral cats and/or members of feral cat colonies. On the same principle the Society cannot accept feral cat colonies that cannot be returned to field following spay/neuter surgery as the only options would be euthanasia and it would therefore be more humane to leave the feral cats where they are.

(7) The City of Lakewood animal control officers will completely and accurately perform the data input required for shelter admission as well as scan each animal for microchips. The Society will provide the necessary training for the computer intake requirements. The Society will create the shelter admissions policy and provide it to the City of Lakewood.

(8) To hold the Society harmless from any damages or attorneys' fees or costs incurred by the Society, as a result of litigation which (a) names the Society and (b) involves a

City of Lakewood ordinance that is declared illegal or unenforceable and upon which the Society relied in the performance of its obligations under this agreement.

MUTUAL COVENANTS AND UNDERSTANDINGS – both parties hereto agree to the following conditions:

(1) All persons employed by the Society to perform its obligations under this contract shall be employees of the Society and not of the City of Lakewood with the proviso that the Society may from time to time have to use contract veterinarians.

(2) Either party can terminate this contract upon 180 days' written notice; Provided that either party may terminate upon 60 days' written notice for breach of any material clause herein. To facilitate timely renewal or termination, the parties agree to commence negotiations for the 2024/2026 contract by August 1, 2023, and to gather and provide to each other all pertinent data reasonably necessary to meaningfully negotiate.

(3) If this contract is not renewed or terminated by the expiration date of this contract, it shall remain in full force and effect on a month-to-month basis with an annual 3.5% rate increase, in accordance with the terms of this contract.

(4) Modification. This instrument constitutes the entire Agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties. In the event either party shall desire to renegotiate any provision of the agreement, the party shall provide 90 days' notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.

(5) 2024 Contract. Both parties agree that the next contract will be based on a COLA plus 1% price increase for 2024 with COLA being defined as the annual average of the Seattle-Tacoma-Bellevue metro area CPI-U as determined by the Bureau of Labor Statistics. With a three-year contract further price increases for 2025 and 2026 would be calculated annually using the same formula.

(6) Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

Notice to Lakewood shall be sent to:

*For Animal control issues:
John Unfred, Lakewood Police Department
9401 Lakewood Drive SW
Lakewood, WA 98499*

*For licensing or payment issues:
City of Lakewood
Attn: City Manager
Lakewood City Hall
6000 Main Street SW
Lakewood, WA 98499-5027*

Notice to the Society shall be sent to:

*Stuart Earley, CEO
2608 Center Street
Tacoma, WA 98409*

(6) Litigation Costs and Fees. In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

(7) Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

End of Agreement. Signature page immediately following.

DATED this ____ day of _____, 2020.

**THE HUMANE SOCIETY FOR
TACOMA AND PIERCE COUNTY**

CITY OF LAKEWOOD

Stuart Earley, CEO

John Caulfield, City Manager

Briana Schumacher
City Clerk

Approved as to form:

Heidi-Ann Wachter, City Attorney



TO: Mayor and City Councilmembers

FROM: Jeff Gumm, Program Manager &
Dave Bugher, Assistant City Manager for Development Services

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

DATE: October 12, 2020 (Study Session)

SUBJECT: HOME Funding for Tacoma-Pierce County Habitat for Humanity –
Development Subsidy and Down Payment Assistance for the
Acquisition and Development of Affordable Housing at 15121 Boat
Rd. SW and 15123 – 15125 88th St. Ct. SW

Introduction: This memorandum serves two purposes; first, to provide Council with information regarding a request to commit \$600,000 in HOME Investment Partnership Program (HOME) funds to Tacoma-Pierce County Habitat for Humanity (HfH) for the acquisition and redevelopment of 15121 Boat Rd. SW and 15123 - 15125 88th St. Ct. SW (“15121 Boat St.”) for affordable housing; and second, as a request to approve the commitment of HOME funding for said purpose. Funding is proposed to be provided as a loan/grant combination in the form of a development subsidy to provide down payment assistance to nine (9) low income homebuyers.

HOME Program Information and Funding: Each year, the City of Lakewood receives U.S. Department of Housing and Urban Development (HUD) funding through the HOME Program. The primary objective of the HOME Program is to benefit low- and moderate-income individuals either through the creation of, or accessibility to, affordable housing. HOME funding has been allocated on an annual basis as part of Lakewood’s Annual Action Plan for the development of affordable housing.

Project Information: This project proposes to acquire and redevelop presently vacant land generally located at 15121 Boat St. Please see attached exhibits for project location. The property was once used a mobile home park. Many of the units were dilapidated and in years past, was subject to code enforcement actions. In 2015 the property was cleaned up as part of a dangerous building abatement action. The property remains vacant. The site has a long history of vagrants and squatters occupying the property, as well as illegal dumping.

HfH has submitted an application to acquire the property for a total of \$260,000 (budget includes repayment of approximately \$53,000+ in demolition and interest liens to Lakewood), and \$240,000 in site development and construction costs to construct nine (9) new homes (4 duplexes and 1 single family residence) for low income homebuyers.

Habitat's proposal requested \$500,000 in HOME funding; however, the budget does not include water main extension and improvements the City is aware are needed, in addition to extending a sewer line and storm drain improvements that will also be required by Pierce County and the City's Public Works Engineering Department, respectively. Estimates for the additional utility work and sewer connection is approximately \$100,000. This additional work would bring the HOME project budget up to \$600,000, rather than the original \$500,000 that had been originally requested. The City supports funding the project at the higher level.

Additional costs include \$40,000 in staff time for direct project costs for an Environmental Assessment review, construction monitoring, inspections, loan documentation and recording for homebuyers, HUD documentation, and general project reporting requirements through project completion. Staff costs would be included in the HOME allocation bringing the funding amount to \$640,000.

Land Use Amendments Required: The property is presently zoned Residential 3 (R3). Existing zoning would allow up to four housing units; however a change in land use designations would allow nine units. The land use amendments are essential for redevelopment as the cost of the property, coupled with the required sewer extension, water main extension, and other utility improvements, make the development of four units cost prohibitive for the private sector, and for nonprofit developers. Without the changes, the site will remain undeveloped.

The proposed site sits directly to the south of two neighboring small apartment complexes- 8814 Wadsworth St. SW (8-unit, 2-story apartment), and 15107 Boat Rd. SW (8-unit, single-story apartment), with single family homes on the south and west. Proposed construction consists of one single family home on the south of the property abutting neighboring single family homes and four duplexes to the north.

Construction is anticipated to be delayed until Comprehensive Plan and Zoning Map amendments have been approved by the City. At nine units, the project would require:

1. Comprehensive map amendment from Single Family to Mixed Residential; and
2. Zoning map amendment from R3 to MR2.

HfH missed submitting an application for the 2021 Comprehensive Plan Amendment Docket. However, if this is a project the Council is willing to support, the Council can add the amendment when the Council is scheduled to take action on the 2021 Docket later this year.

Table 1 provides relevant details on the three properties specific to this proposal, plus a fourth property (Parcel "D") that HFH is currently attempting to purchase on nearby Portland Avenue SW. Parcel "D" is important to development of Parcels "A," "B," and "C" since it will provide a sewer easement from which to connect sewer from the main line to the project site. HfH does currently have an easement to run sewers through one of its earlier Portland Ave development sites; however, parcel D would offer better sewer access.

TABLE 1 LAND USE MATRIX & DENSITY CALCULATIONS						
Map Identifier	Assessor's Parcel No.	Address	Square Footage	Acreage	Current Comprehensive Plan/Zoning Designation	Proposed Comprehensive Plan & Zoning Designation
"A"	0219212116	15121 Boat Street SW	19,612	0.450	Single Family/R3	Mixed Residential/MR2
"B"	0219212056	15121 Boat Street SW	4,870	0.112	Single Family/R3	Mixed Residential/MR2
"C"	0219212017	15123 to 15125 88th Street Court SW	5,971	0.137	Single Family/R3	Mixed Residential/MR2
Totals			30,453	0.699		
Density Calculations:						
30,453 SF / 9 units = 3,383.67 SF per unit 43,560 SF / 3,383.67 SF = 11.35 units per acre						
Proposed Comprehensive Plan Designation, Mixed Residential; allows small-lot single-family homes, townhouses, duplexes, and small apartment buildings. The mix of housing may take a variety of forms, either mixed within a single site or mixed within a general area, with varied dwelling types. Density is set by underlying zoning. (Policy 2.3.3)						
Proposed MR2 zoning = 14.6 DUA per acre (18A.60.030)						
"D"	0219212063	15210 Portland Avenues SW	5,700	0.131	Single Family/R3	No change

Provided the City approves the changes in land use, site and utility work can be completed in advance of construction beginning in late-2021, with completion expected in mid- to late-2024. This project will be HfH's only active Lakewood project.

Use of Funds: Funding for this project would be provided through Lakewood's HOME Affordable Housing Fund established as part of HUD's Annual Action Plan process. The fund has a balance of \$784,683 in funds available to be allocated to eligible projects (2016 – 2020 HOME funds, including program income and repayments received). This allocation would be consistent with funding levels provided for similar HfH redevelopment projects based on an investment per house basis (\$66,667/per house average as compared to historical average of approximately \$75,000/per house). It should be noted the average cost per household is expected to increase in the coming years as construction costs and land values continue to escalate, leading to a greater demand for affordable housing and a more challenging environment in which to construct affordable housing.

Funding is proposed as a combined 50/50 developer loan/grant combination. Secured loans will be provided to the homeowner as a deferred 0% interest loan with payments beginning upon full repayment of the first mortgage. The grant and deferred loan combination will allow HfH to provide homeownership opportunities to families that may

otherwise be unable to afford their own home, to recoup their initial investment, and to maintain affordability for the homebuyers.

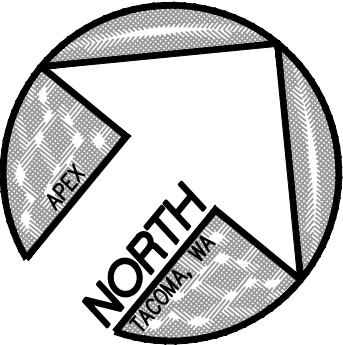
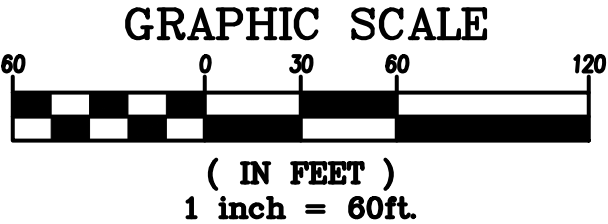
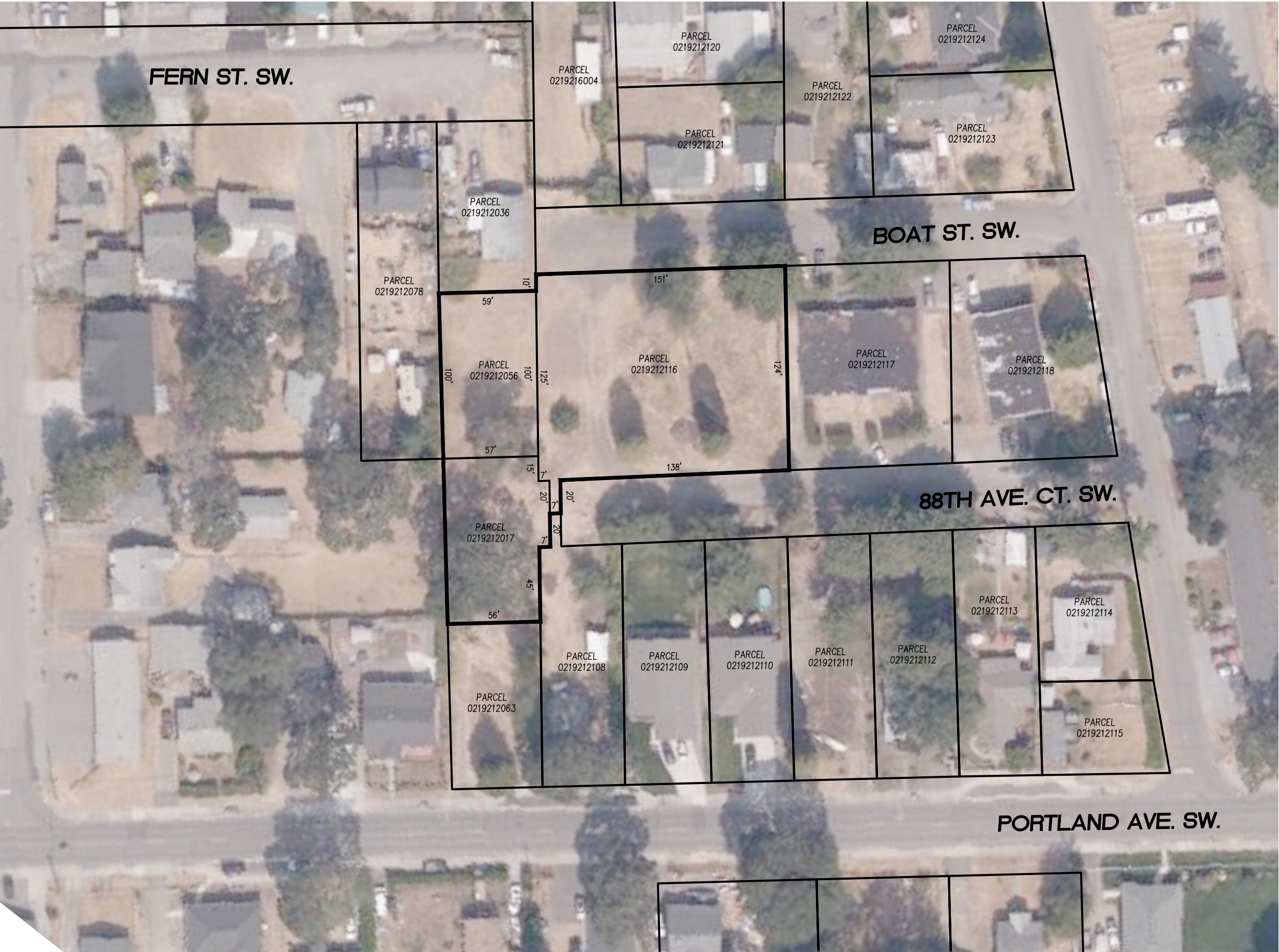
Consistency with Approved 5-Year FY 2020-2024 Consolidated Plan for Housing and Community Development and FY 2020 Consolidated Annual Action Plan: The proposed use of funds is consistent with the 5-Yr Consolidated Plan and FY 2020 Consolidated Annual Action Plan as adopted by Council on June 1, 2020. As part of the Consolidated Plan's proposed use of funds, a HOME Affordable Housing Fund allocation was set aside for the expansion of affordable housing opportunities through collaboration with partners and housing providers.

Funding Approval: Staff is requesting concurrence with this proposal to authorize the City Manager to execute development subsidy agreement in the amount of \$640,000 (\$600,000 for Tacoma-Pierce County Habitat for Humanity and \$40,000 in staff cost) to acquire and redevelop 15121 Boat Rd. SW and 15123 -15125 88th St. Ct. SW for affordable housing opportunities, PROVIDED that all relevant land use amendments are adopted and appeal periods have expired. Council approval will follow at the next Council Meeting as a Minute Motion under Council's Consent Agenda.

Attachments:

Project Area Map

Proposed project layout

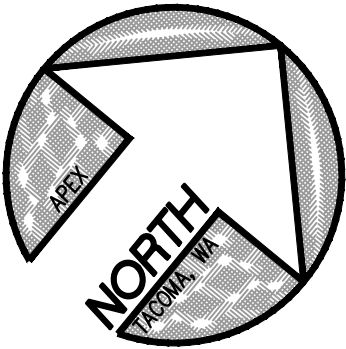
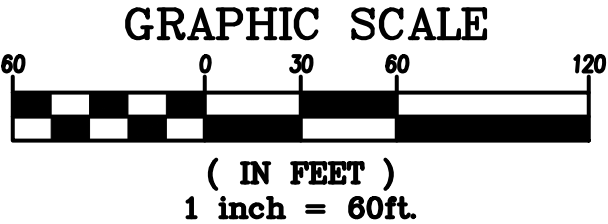
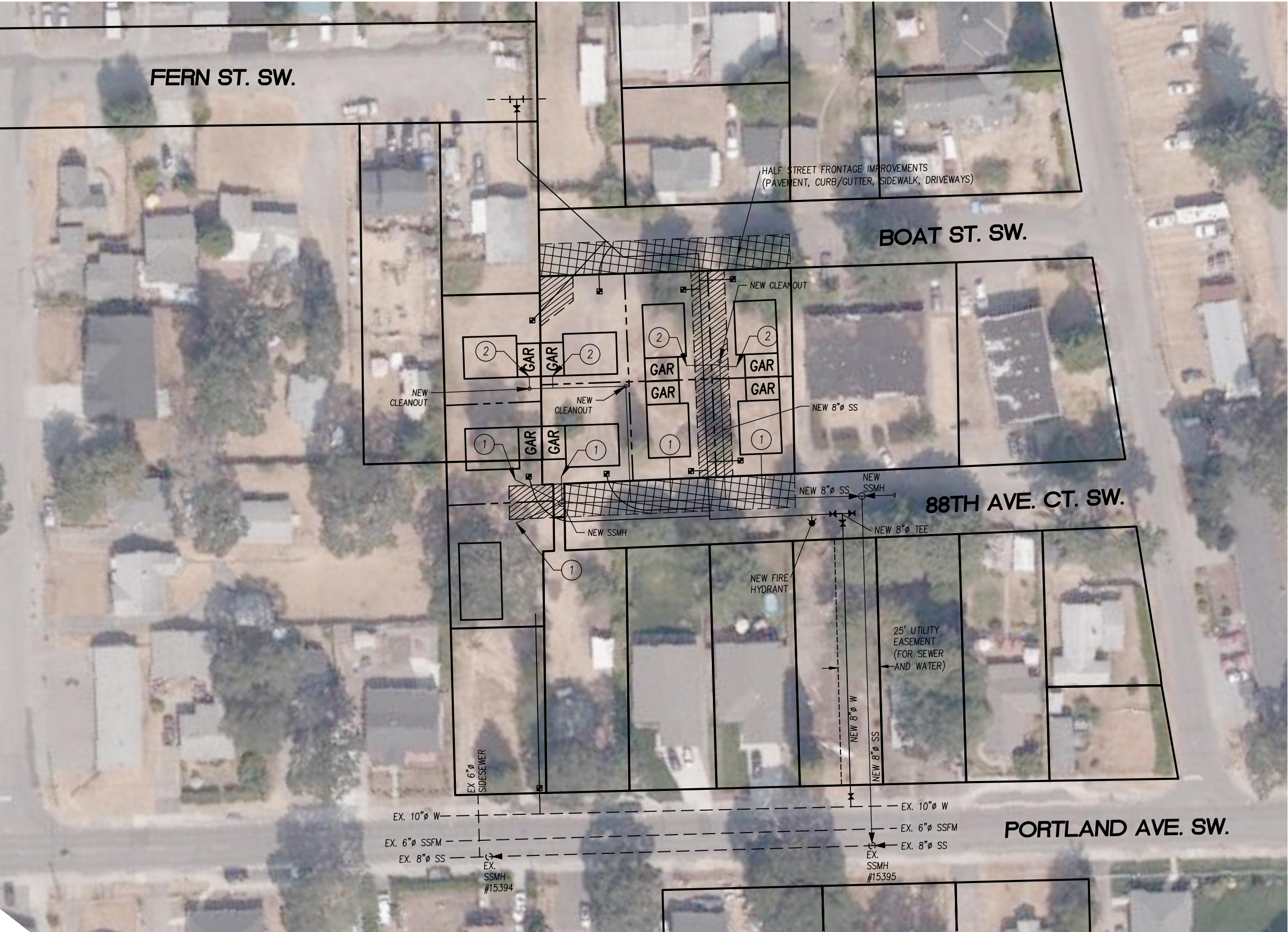


PROJECT INFORMATION:

PARCEL NO:	SITE ADDRESS:	AREA FROM PCGIS:
0219212017	15123 TO 15125 88TH STREET CT. SW. LAKEWOOD, WA. 98498	5,971 SF
0219212056	15121 BOAT STREET SW. LAKEWOOD, WA. 98498	4,870 SF
0219212116	15121 BOAT STREET SW. LAKEWOOD, WA. 98498	19,612 SF

NOTES:

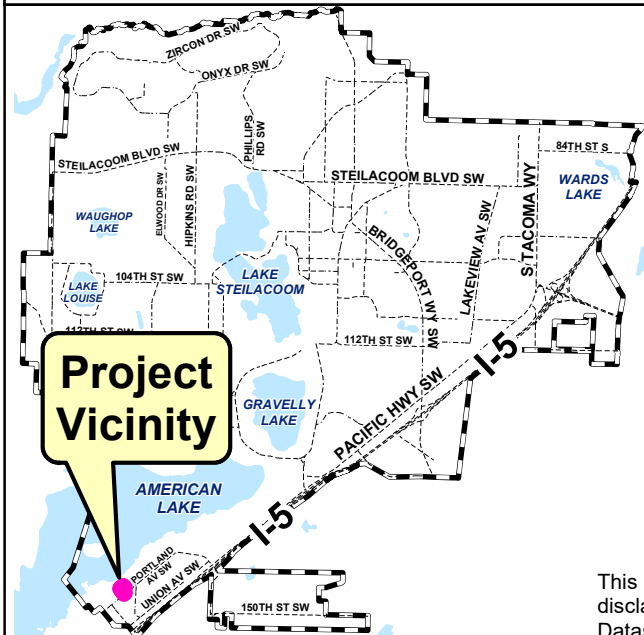
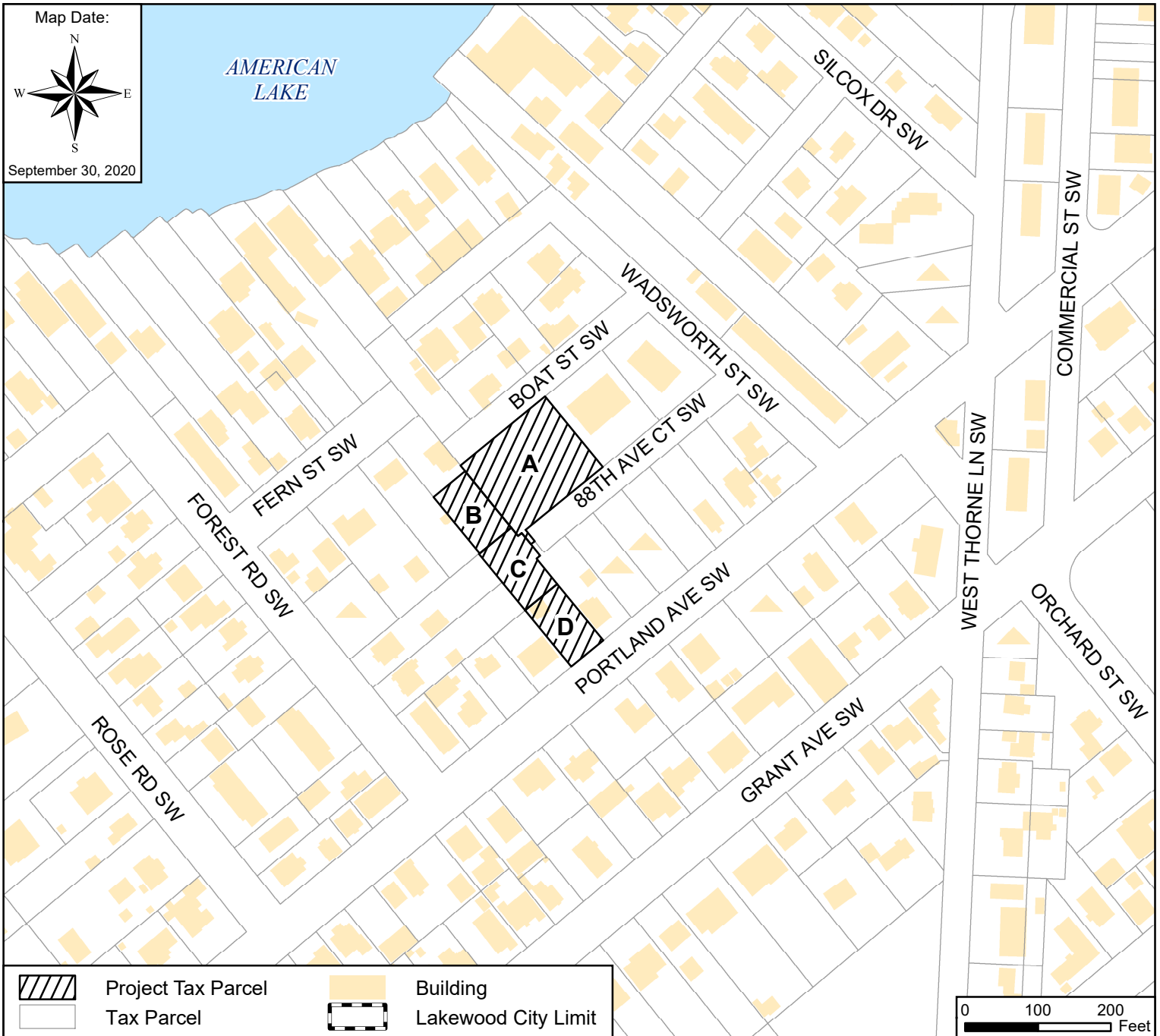
- EXISTING INFORMATION SHOWN ON THIS PLAN IS FROM PIERCE COUNTY GIS.
- THERE ARE NO KNOWN MAJOR MANMADE OR NATURAL FEATURES IN THE VICINITY OF THE SITE (SLOPES, SHORELINES, RIPARIAN AREAS, RAILROAD TRACKS, ROCKERIES, ETC.).
- THERE ARE NO EXISTING BUILDINGS ON THE THREE (3) PARCELS.
- ANTICIPATED PAVEMENT TO BE REMOVED IS ALONG THE FRONTAGE OF 88TH AVE. CT. SW. AND BOAT ST. SW. AND WOULD BE REPLACED WITH NEW IMPROVEMENTS (PAVEMENT, CURB, GUTTER AND SIDEWALK.)
- SETBACKS ARE ANTICIPATED TO CONFORM TO MR2 ZONING.
- LANDSCAPE AREAS ARE NOT ANTICIPATED TO BE REQUIRED.
- THERE ARE NO KNOWN FREESTANDING SIGNS IN THE VICINITY OF THE SITE.
- THERE ARE NO KNOWN WATER FEATURES OR WETLANDS IN THE VICINITY OF THE SITE.
- THERE ARE NO KNOWN CRITICAL AREAS IN THE VICINITY OF THE SITE.
- EASEMENTS ARE SHOWN ON SHEET 2.
- THERE ARE NO KNOWN RETAINING WALLS.
- EXTERIOR SITE PERIMETER FENCING TO BE REPLACED AS NEEDED.
- NEW PROPERTY FENCING TO BE INSTALLED ALONG THE SIDE AND REAR OF THE NEW LOTS AS NEEDED.
- OUTSIDE STORAGE AREAS ARE NOT ANTICIPATED FOR THE PROJECT.
- TRASH DUMPSTER(S) ARE NOT ANTICIPATED FOR THE PROJECT.



- ① NEW SIDE SEWER
- ② NEW SIDE SEWER FOR TWO (2) LOTS.
- HALF STREET FRONTAGE IMPROVEMENTS
- ACCESS EASEMENT

NOTES:

1. SHORT PLAT PARCELS 0219212116, 0219212056, AND 0219212017 INTO NINE LOTS.
2. EACH CREATED LOT IS BE A MINIMUM OF 3,000 SF IN SIZE WITH A MINIMUM FRONTAGE OF 50 FEET.
3. A SHARED ACCESS IS TO BE PROVIDED BETWEEN 88TH AVE CT SW AND BOAT ST SW.
4. FRONTAGE IMPROVEMENTS ARE TO BE CONSTRUCTED ALONG THE PROJECT FRONTAGE TO THE CENTERLINE OF THE PUBLIC R/W ONLY AND NOT TO THE OPPOSITE SIDE OF THE STREET.
5. PROPOSED BUILDING OUTLINES SHOWN ARE CONCEPTUAL. BUILDINGS ARE INTENDED TO MEET THE SETBACK REQUIREMENTS FOR THE MR2 ZONE.
6. PRIVATE SIDESEWER EASEMENTS AND PRIVATE SEWER MAINTENANCE AGREEMENTS WILL BE NEEDED FOR CREATED LOTS THAT SHARE A SIDESEWER.
7. PRIVATE SIDESEWER EASEMENTS AND PRIVATE SEWER MAINTENANCE AGREEMENTS WILL BE NEEDED FOR THE CREATED LOTS THAT HAVE ADJACENT SIDESEWERS THAT ARE CLOSER THAN 5' FROM A PROPERTY LINE.
8. PRIVATE WATER SERVICE EASEMENTS WILL BE NEEDED FOR WATER SERVICES THAT CROSS MULTIPLE PROPERTIES.



City of Lakewood

Habitat For Humanity Proposed Housing Project

This product was prepared with care by City of Lakewood GIS. City of Lakewood expressly disclaims any liability for any inaccuracies which may yet be present. This is not a survey. Datasets were collected at different accuracy levels by various sources. Data on this map may be shown at scales larger than its original compilation. Call 253-589-2489 for further information.