



LAKWOOD CITY COUNCIL AGENDA

Tuesday, January 21, 2025

6:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

Those who do not have access to YouTube can participate via Zoom by either visiting <https://us02web.zoom.us/j/86872632373> or calling by telephone: Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373.

Virtual Comments: If you would like to provide virtual Public Comments or Testimony on Public Hearings during the meeting, you will need to join the Zoom meeting as an attendee by calling by telephone Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373 or visiting <https://us02web.zoom.us/j/86872632373>.

By Phone: For those participating by calling in by telephone (+1(253) 215- 8782 and enter participant ID: 868 7263 2373), to use the "Raise Hand" feature press *9 on your phone, to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in you may need to press *6 to unmute yourself. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

By ZOOM: For those using the ZOOM link (<https://us02web.zoom.us/j/86872632373>), upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak.

Outside of Public Comments and Public Hearings, all attendees on ZOOM will continue to have the ability to virtually raise your hand for the duration of the meeting. You will not be acknowledged and your microphone will remain muted except for when you are called upon.

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

<http://www.cityoflakewood.us>

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****PROCLAMATIONS AND PRESENTATIONS**

1. Larry Saunders Service Award Presentation. – *Lakewood Community Foundation Fund*
2. Lakewood Sister Cities Association Presentation. – *Connie Coleman Lacadie and James Kim*

PUBLIC COMMENTS**C O N S E N T A G E N D A**

- (4) A. Approval of the minutes of the City Council meeting of January 6, 2025.
- (10) B. Motion No. 2025-05
- Authorizing the execution of a construction contract to R.L. Alia Company, in the amount of \$3,361,777.20, for the South Tacoma Way 88th Street S to North City Limits Project.
- (14) C. Motion No. 2025-06
- Authorizing the execution of an operation and maintenance agreement with the Washington State Department of Transportation for the I-5 Gravelly – Thorne Connector Shared Use Path.
- (47) D. Motion No. 2025-07
- Approving the 2025 citizen advisory board, committee and commission work plans.
- (64) E. Items filed in the Office of the City Clerk:
1. Parks and Recreation Advisory Board meeting minutes of September 24, 2024.
 2. Arts Commission meeting minutes of December 2, 2024.

R E G U L A R A G E N D A

UNFINISHED BUSINESS

NEW BUSINESS

REPORTS BY THE CITY MANAGER

CITY COUNCIL COMMENTS

ADJOURNMENT



LAKWOOD CITY COUNCIL MINUTES

Monday, January 6, 2025

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 6 – Mayor Jason Whalen, Councilmembers Michael Brandstetter, Ryan Pearson, Patti Belle, J. Trestin Lauricella and Paul Bocchi.

Councilmembers Excused: 1 – Deputy Mayor Mary Moss.

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS AND PRESENTATIONS

Proclamation declaring January 20, 2025 as Dr. Martin Luther King, Jr. Day of Service.

MAYOR WHALEN PRESENTED A PROCLAMATION DECLARING JANUARY 20, 2025 AS DR. MARTIN LUTHER KING, JR. DAY OF SERVICE TO KIMI GINN, MLK COMMITTEE REPRESENTATIVE.

Partners for Parks Presentation.

Alan Billingsley, Partner for Parks of Lakewood shared a video highlighting the Hoe Down at Fort Steilacoom Park and provided an overview of fundraising goals for the H-Barn. He then presented a \$99,000 check donation to the City on behalf of The Names Foundation in support of replacement of a dog park fence at Fort Steilacoom Park.

Youth Council Report.

None.

Clover Park School District Report.

Krissy Kim, Boardmember, Clover Park School District (CPSD) reported that Alyssa Anderson Pearson was reelected as Board President, Bryan Thomas as Board Vice President and Krissy Kim as Legislative Liaison. She shared that David Anderson resigned from his position effective today and the Board will begin the process to fill this position, January is School Board Recognition Month, CPSD is hiring bus drivers and for student support service positions and the next Board meetings will be held on January 13th and 27th. Discussion ensued.

PUBLIC COMMENTS

Dennis Haugen, Sioux Falls, spoke about sanctuary states, the building of a wall in support of boarder control and school district data.

James Dunlop, Lakewood resident, spoke in opposition to Ordinance No. 825, sunseting the Landmarks and Heritage Advisory Board.

Glen Speith, Lakewood resident, spoke in opposition to Ordinance No. 825, sunseting the Landmarks and Heritage Advisory Board.

Christina Manetti, Lakewood resident, spoke in opposition to Ordinance No. 825, sunseting the Landmarks and Heritage Advisory Board.

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

- A. Approval of the minutes of the City Council study session of November 25, 2024.
- B. Approval of the minutes of the City Council meeting of December 2, 2024.
- C. Approval of the minutes of the City Council special meeting of December 9, 2024.
- D. Approval of the minutes of the City Council study session of December 9, 2024.
- E. Approval of claims vouchers, in the amount of \$4,468,613.69, for the period of November 16, 2024 through December 13, 2024.
- F. Approval of payroll checks, in the amount of \$3,525,082.26, for the period of November 16, 2024 through December 15, 2024.

G. Motion No. 2025-01

Authorizing the award of a construction contract to Miles Resources, LLC, in the amount of \$613,245, for the South Tacoma Way and 92nd Street S Traffic Signal Project.

H. Motion No. 2025-02

Confirming the appointment of Stephanie Marshall as the City of Lakewood Hearing Examiner Pro Tem and authorizing the execution of an agreement for Hearing Examiner services.

I. Motion No. 2025-03

Authorizing the execution of an amendment to the interlocal agreement with Pierce Transit for police services.

J. Motion No. 2025-04

Accepting a donation from Partners for Parks, in the amount of \$99,000, to support replacement of the dog park fence at Fort Steilacoom Park.

K. Items filed in the Office of the City Clerk:

1. American Lake – Lake Management District Advisory Committee meeting minutes of September 3, 2024.
2. Planning Commission meeting minutes of October 2, 2024.
3. Arts Commission meeting minutes of October 7, 2024.
4. Parks and Recreation Advisory Board meeting minutes of October 22, 2024.
5. Arts Commission meeting minutes of October 28, 2024.
6. Lakewood's Promise Advisory Board meeting minutes of November 7, 2024.
7. Arts Commission meeting minutes of November 4, 2024.
8. Arts Commission meeting minutes of November 8, 2024.

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

R E G U L A R A G E N D A

ORDINANCE

Ordinance No. 825 Amending Chapters 2.48.020, 2.48.030, 2.48.035 and 2.48.036 relating to Sunsetting the Landmarks and Heritage Advisory Board.

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT ORDINANCE NO. 825. SECONDED BY COUNCILMEMBER BELLE.

COUNCILMEMBER BRANDSTETTER MOVED TO AMEND ORDINANCE NO. 825, SECTION 1, TO DELETE THE DEFINITION OF THE BOARD AND IN OTHER PLACES WHERE THE BOARD IS USED IN THE DEFINITIONS AND ELSEWHERE SUBSTITUTE PLANNING AND PUBLIC WORKS DEPARTMENT WITH THE TERM BOARD. SECONDED BY COUNCILMEMBER LAURICELLA. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOSLY.

VOICE VOTE WAS TAKEN ON ORDINANCE NO. 825 AS AMENDED AND CARRIED UNANIMOSLY.

RESOLUTION

Resolution No. 2025-01 Amending the City Council Rules of Procedure.

COUNCILMEMBER BELLE MOVED TO ADOPT RESOLUTION NO. 2025-01. SECONDED BY PEARSON. VOICE VOTE WAS TAKEN AND CARRIED WITH COUNCILMEMBER BRANDSTETTER VOTING IN OPPOSITION.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

Review of 3rd Quarter (2024) Financial Report.

Deputy City Manager Tho Kraus provided an overview of activity in all funds through September 30, 2024.

City Manager John Caulfield shared that the City will be reviewing a maintenance agreement with Washington State Department of Transportation for the Gravelly Lake to Thorne Lane Shared Use Path at the January 13th study session, Pierce County will need to make sewer improvements along Bridgeport Way and reported that city wide construction, overlay and parks projects are expected to kick off in the coming weeks.

He then announced the following upcoming meetings and events:

- January 11, 12:00 P.M., MLK Beloved Community Welcome Walk, Fort Steilacoom Park
- January 13, 5:00 P.M., Artist Reception featuring Rodney King, Lakewood City Hall
- February 8, 5:00 P.M., Caring for Kids Happy Hearts Auction, McGavick Conference Center
- February 20, 5 P.M., Boys and Girls Club Legacy of Hope, Hotel Murano
- February 26, 11:30 P.M., Tacoma Pierce County Economic Development Board Annual Meeting, Tacoma Convention Center
- March 8, 6:00 P.M., Dr. Claudia Thomas Service Award Gala, McGavick Conference Center

CITY COUNCIL COMMENTS

Councilmember Belle shared that she looks forward to 2025.

Councilmember Pearson shared that he will not attend the Beloved Community Welcome Walk.

Councilmember Lauricella thanked Partners for Parks for their presentation this evening, the Landmarks and Heritage Advisory Board members for their service to the City and he looks forward to opportunities to be more efficient as it relates to City Council meetings. He shared that he plans to attend the Beloved Community Welcome Walk.

Councilmember Brandstetter shared that he will be attending the Beloved Community Welcome Walk and looks forward to the Artist Reception and the Larry Saunders Service Award Presentation on January 21st.

Councilmember Bocchi expressed appreciation for Partners for Parks and the work they do in support of the community.

Mayor Whalen expressed appreciation for Partners for Parks for their support of the community and the Landmarks and Heritage Advisory Board members for service. He shared that Representative Leavitt will host a Community Conservation on January 9 at Lakewood City Hall, he will attend the Beloved Community Welcome Walk and announced

that he plans to make it a robust active year as his last year of service on the City Council.

Mayor Whalen announced that the City Council will recess into Executive Session for approximately 15 minutes pursuant to 42.30.110(1)(i) to discuss with legal counsel litigation or potential litigation. The City Council is not expected to take action following the Executive Session other than to adjourn the meeting.

The City Council recessed at 9:38 p.m. At 9:53 p.m., Mayor Whalen announced that the Executive Session will be extended for an additional 15 minutes. At 10:09, Mayor Whalen announced that the Executive Session will be extended for an additional 10 minutes. The City Council reconvened at 10:22 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:23 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: Motion authorizing award of a construction contract to R.L. Alia Company in the amount of \$3,361,777.20 plus a ten percent contingency for the South Tacoma Way – 88 th to North City Limits Project.	TYPE OF ACTION:
January 21, 2025		<input type="checkbox"/> ORDINANCE
		<input type="checkbox"/> RESOLUTION
REVIEW:		<input checked="" type="checkbox"/> MOTION NO. 2025-05
	ATTACHMENTS: Bid Tabulations Vicinity Map	<input type="checkbox"/> OTHER

SUBMITTED BY: Jeff Rimack, P.E., Planning and Public Works Director

RECOMMENDATION: It is recommended that the City Council authorize award of a construction contract to R.L. Alia Company in the amount of \$3,361,777.20 plus a ten percent contingency (\$336,177.72) for the construction of the South Tacoma Way – 88th to North City Limits Project, City Project 302.0074.

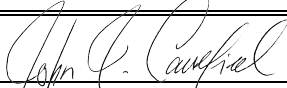
DISCUSSION: This project will add curbs, sidewalks, bike lanes, an overlay of the existing pavement, channelization, and replacement of the existing storm drainage and traffic signal at 84th/South Tacoma Way.

In October 2024, Lakewood Water District made the determination to replace the existing water main along the west side of South Tacoma Way. The City first notified the District of the project in 2020 when the City received the grant funding for design. With federal funding and the timeline, an interlocal agreement to combine scopes is not feasible. Lakewood Water is expediting to complete construction prior to this contract commencing work.

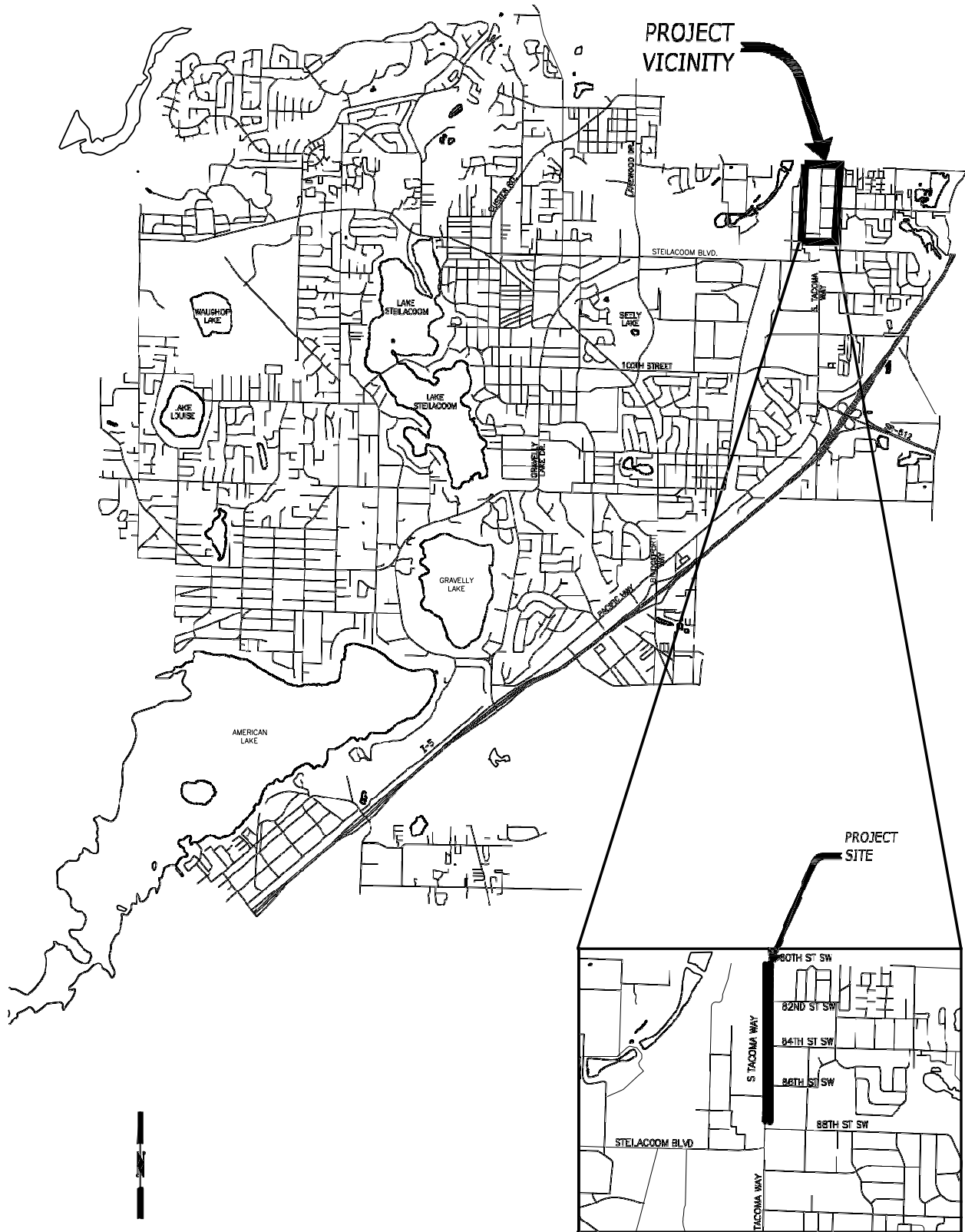
The City received competitive bids from 7 contractors; bid tabulations for the project are attached. The project is under the engineer’s estimate.

ALTERNATIVE(S): There is no practical alternative except to reject all bids and re-bid the project. It is unlikely that a re-bid would decrease bids due to the competitive nature of the first bid.

FISCAL IMPACT: Project 302.0074, South Tacoma Way – 88th to North City Limits is funded by a grant via the US Department of Transportation and matching City funds. There are sufficient funds in the approved budget to complete the project within the approved budget.

Troy Pokswinski, P.E. _____ Prepared by	 _____ City Manager Review
Jeff Rimack _____ Department Director	

VICINITY MAP



REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: Motion authorizing the approval of a long-term maintenance agreement with Washington State Department of Transportation for the maintenance of a shared use path that connects the Tillicum/Woodbrook neighborhoods to Gravelly Lake Drive.	TYPE OF ACTION:
January 21, 2025		<input type="checkbox"/> ORDINANCE
		<input type="checkbox"/> RESOLUTION
REVIEW:		<input checked="" type="checkbox"/> MOTION NO. 2025-06
January 15, 2025		<input type="checkbox"/> OTHER
	ATTACHMENTS: Agreement	

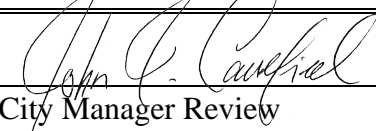
SUBMITTED BY: Jeff Rimack, Planning and Public Works Director.

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into a long-term maintenance agreement with Washington State Department of Transportation(WSDOT) for the maintenance of a 14’ wide shared use path that connects the Tillicum/Woodbrook neighborhoods to Gravelly Lake Drive.

DISCUSSION: This maintenance agreement was reviewed during the Council study session on January 13, 2025. The path would create a safe connection between Union Ave./Spruce St. to Gravelly Lake Drive/Pacific Highway near Ponders Corner. The total WSDOT investment in the shared use path is \$31.5 million and includes the cost for the Sound Transit long-term lease by WSDOT. The City’s maintenance responsibilities would be primarily paving, lighting, markings, signage, roadway landscaping and graffiti removal. The maintenance of the structural elements of the shared use path would remain with WSDOT. The City maintenance items are within the abilities of City staff and current services contracts for maintenance.

ALTERNATIVE(S): There is not an alternative that would be acceptable to WSDOT.

FISCAL IMPACT: The path maintenance would be added to the City budget through a budget adjustment in 2026. The known costs at this time are a monthly power bill of \$625/month, bi-yearly sweeping at \$1,200/ year and the cost of staff time to remove graffiti and any landscaping needs.

Weston Ott Prepared by Jeff Rimack Department Director	 City Manager Review
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**OPERATION AND MAINTENANCE AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GMC 1009)
AND
CITY OF LAKEWOOD**

This Agreement (Agreement) is between the Washington State Department of Transportation (WSDOT) and the City of Lakewood (COL), also referenced as “Party” and the “Parties”.

RECITALS

1. WSDOT planned the construction of a Shared Use Path (SUP) within the city limits of Lakewood connecting the neighborhoods of Tillicum and Ponders Corner, hereinafter referred to as the “Project,” and
2. The Project will accommodate emergency vehicles when an alternative to I-5 is needed and be located within COL and Sound Transit (ST) right of way (ROW); and
3. WSDOT will lease the underlying property from Sound Transit to construct the SUP for COL’s use and benefit; and
4. WSDOT and the COL enter into this Maintenance Agreement to outline the division of maintenance and operational responsibilities at the Project.

Now therefore, pursuant to RCW 47.28.140 (Highway, public transportation improvements, flood damage prevention—Cooperative agreements.)

the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits which are incorporated and made a part hereof, it is mutually agreed as follows:

1. COOPERATION

- 1.1 The Parties agree to work cooperatively to ensure that the ROW and improvements are maintained so as to function as designed. The Parties shall meet on an as needed basis to discuss their respective maintenance obligations, the functioning of the improvements, and this Agreement.

2. PURPOSE

- 2.1 The purpose of this Agreement is to establish each Party’s respective responsibilities for the operation and maintenance of the subject property and improvements.
- 2.2 Except as specifically set forth herein, as between COL and WSDOT only, nothing in this Agreement is intended to depart from, or supersede, RCW 47.24.020 and the current City Streets as Part of State Highways Guidelines.

3. PERIOD OF PERFORMANCE

- 3.1 This Agreement shall commence upon execution and shall remain in effect unless and until terminated by one or both parties as set forth herein.

4. TERMINATION

- 4.1 This Agreement may be terminated, without penalty or further liability as follows:

4.1.1 Termination for Convenience

This Agreement may be terminated for convenience by either Party at any time. The notice of intent to terminate for convenience shall be issued by a Party in writing no less than thirty (30) working days in advance of termination. The Party terminating for convenience shall not be liable to the other Party for any direct, indirect, or consequential damages arising solely from termination of this Agreement.

4.1.2 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

4.1.3 Termination for Withdrawal of Authority

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than seven (7) calendar days in advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

4.1.4 Termination for Non-Allocation of Funds

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than seven (7) calendar days in advance of termination.

4.2 If this Agreement is terminated prior to the fulfillment of the terms stated herein, COL agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred up to the date of termination, as well as the costs of non-cancelable obligations.

4.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. CITY OF LAKEWOOD OPERATION AND MAINTENANCE RESPONSIBILITIES

5.1 The COL at its sole cost and expense shall maintain the features constructed by the Project as set forth in this Agreement. Maintenance of all features included in this Agreement shall hereinafter be referred to as "Work." The Work does not include any obligation to reconstruct or to make additions to the Project. Any reconstruction or additional construction shall be negotiated in a separate agreement.

5.2 In the operation and maintenance of their respective improvements, COL will comply with all applicable federal, state and local laws, rules, and regulations, and all permits issued with respect thereto, as they currently exist or as amended.

- 5.3 The COL shall perform all Work in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto.
- 5.4 The COL shall not perform any Work required under this Agreement in such a manner as to conflict with, impede or disrupt in any way Sound Transit rail or WSDOT highway operation, construction, or maintenance, or interfere with or endanger the safety of the traveling public or pedestrians. The COL shall conduct all traffic control required for the Work in a manner consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and/or the WSDOT's Work Zone Traffic Control Guidance M54-44.
- 5.5 Maintenance responsibility is as defined in Exhibit A.
- 5.6 City of Lakewood Requested Work and Traffic Control
 - 5.6.1 If the COL determines Work requiring placing traffic control devices on the state highway is necessary, the COL shall provide written notice, with email being acceptable, to WSDOT's AREA MAINTENANCE SUPERINTENDENT including a description of proposed Work, plans and specification for the proposed Work (if available) and the proposed Traffic Control Plan/Procedures a minimum of 14 days prior to commencing the Work.
 - 5.6.2 WSDOT will review and comment on the proposed Work or issue written approval within 10 days from receipt of the Traffic Control Plans.
 - 5.6.3 Upon completion of the Work, the COL shall notify WSDOT for final inspection and acceptance.

6. WSDOT OPERATION AND MAINTENANCE

- 6.1 WSDOT shall maintain the following:
 - 6.1.1 WSDOT shall, at its own cost and sole discretion, maintain the retaining walls, connected concrete traffic barriers, and fencing, as shown in Exhibit B.
 - 6.1.2 WSDOT shall, at its own cost and sole discretion, maintain the pedestrian bridge substructure, concrete bridge deck and approach slabs, connected concrete moment slab barriers, and fencing as shown in Exhibit B.
 - 6.1.3 The plants and trees installed by the Project are subject to a one-year plant establishment period under the construction contract between WSDOT and the contractor. The plant establishment period begins immediately upon written notification from WSDOT of the completion of initial planting for the Project and has a duration of one year before automatically transferring plant and tree maintenance responsibilities to the COL.
- 6.2 Any maintenance items within the Highway ROW that are not identified within the body of this Agreement shall be the responsibility of WSDOT.
- 6.3 In the operation and maintenance of their respective improvements, WSDOT will comply with all applicable federal, state and local laws, rules, and regulations, and all permits issued with

respect thereto, as they currently exist or as amended.

7. EMERGENCY MAINTENANCE OR REPAIR

- 7.1 Should a Party determine that any work that is the responsibility of the other Party presents an immediate danger to the public or to the real property, facility, or operations, the Party will notify the responsible Party in writing with email being acceptable, and request that the responsible Party immediately address the emergency maintenance or repair problem, within one (1) working day of notification.
- 7.2 In the event that the responsible Party does not or cannot immediately perform the emergency maintenance or repair, the Party providing notice may perform the emergency maintenance or repair at the expense of the responsible Party.
- 7.3 The responsible Party shall be responsible for the actual direct and related indirect costs of the emergency maintenance or repair work. Reimbursement of the cost of the work shall be made in accordance with invoice and payment procedures set forth below.

8. FAILURE TO PERFORM MAINTENANCE AND EMERGENCY MAINTENANCE

- 8.1 WSDOT reserves the right to perform the Work required of the COL on those segments of Project that lie within WSDOT owned access to the extent necessary for the safe operation and maintenance of the highway, should the COL fail to perform the Work pursuant to this Agreement.
 - 8.1.1 If the COL fails to perform the Work required under this Agreement WSDOT will notify the COL, in writing with email being acceptable, of the Work that must be completed, and the COL shall perform the Work within thirty (30) calendar days. If the COL does not perform the identified Work, WSDOT reserves the right to perform the Work in accordance with minimum WSDOT highway standards set forth in this agreement.
 - 8.1.2 In the event WSDOT is required to perform any of the Work required to be performed by the COL, the COL shall reimburse WSDOT for its actual direct, and related indirect costs, for all Work performed on behalf of the COL within thirty (30) days of the date of the invoice from WSDOT (the "Due Date"). In the event the COL fails to make payment by the Due Date, the COL will pay WSDOT interest on outstanding balances at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.
 - 8.1.3 If the COL objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the COL shall make every effort to settle the disputed portion, and if necessary, utilize dispute resolution provided for herein. No interest shall be due on any portion of an invoice the COL is determined not to owe following settlement between the parties or completion of dispute resolution process.

9. RIGHT OF ENTRY

- 9.1 Each Party hereby grants to the other parties a right of entry upon the real property for which the Party holds fee title as may be necessary to perform the Work required under this Agreement.

9.2 The granting of the right of entry pursuant to this agreement does not relieve the Party exercising the right of entry from obtaining all permits required to perform the Work required under this Agreement.

10. FUTURE IMPROVEMENTS

10.1 A Party shall not make any alterations, additions, or improvements to the property that may affect the other Party without first obtaining the other Party's approval, which approval shall not be unreasonably withheld. Alternations and improvements shall be the subject of a subsequent agreement, or amendment which must be executed prior to commencing work.

10.2 The cost and expense of any such alteration, addition, or improvement consented to by the other Party, including construction, maintenance and removal, shall be borne by the Party(ies) benefiting from the improvements, in proportion to the benefit received by each Party.

10.3 It shall be the responsibility of the Party making the alteration to secure any and all governmental permits required in connection with any such work, and to perform such work in accordance with governing laws and procedures.

10.4 In addition, any Party constructing such an improvement shall work with the other Party to minimize any adverse impacts of construction to the other parties.

11. THIRD PARTY DAMAGE

11.1 The COL shall be responsible for repairing all third-party damage to the Project at its own expense.

11.2 WSDOT has information concerning third-party damages, it shall provide the information to the COL as soon as practicable after receipt of request for records.

12. ADMINISTRATION AND NOTICES

12.1 The Point of Contact (POC) identified for each Party shall be responsible for administering this Agreement.

POC for the COL:
Operations Superintendent
Scott Williams
6000 Main St. SW
Lakewood, WA 98499
(253) 579-1852

POC for WSDOT:
Maintenance Superintendent Area 1
Tim Marganelli
11211 41st Ave. SW
Lakewood, WA 98499
(253) 983-7550

12.2 Any notice, demand, or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing, email being acceptable, addressed to the applicable Party's designated POC as set forth herein.

12.3 The name and contact information of a POC may be updated by a Party in writing to the other Party. A change in the name and/or contact information of a POC shall not be considered an amendment to this Agreement.

13. ASSIGNMENT AND SUBCONTRACT

13.1 Except as otherwise provided herein, a Party to this Agreement shall not assign, delegate or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, or subcontract for the management or operation of their respective responsibilities, or parts thereof, without the prior written consent of the other Party to this Agreement, which approval shall not be unreasonably withheld.

14. LEGAL RELATIONS

14.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.

14.2 The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

15. INDEMNIFICATION

15.1 Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

15.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

15.3 This indemnification and waiver will survive the termination of this Agreement.

16. DISPUTE RESOLUTION

16.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the parties:

16.1.1 The POC, as designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The POCs shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this

Agreement. The POCs shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

- 16.1.2 A Party's POC shall notify the other Party in writing of any dispute or issue that the POC believes may require formal resolution contained herein. The POCs shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- 16.1.3 In the event the POCs cannot resolve the dispute or issue, the COL, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- 16.1.4 In the event the COL and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the COL and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both parties; however, each Party shall be responsible for its own costs and fees.

17. RECORDS AND AUDIT

- 17.1 All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, the COL and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

18. GENERAL PROVISIONS

- 18.1 Assurances. The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State and local laws, rules, and regulations as they currently exist or as amended.
- 18.2 Interpretation. This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
- 18.3 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties executed by personnel authorized to bind each of the parties.
- 18.4 Conflict with Sound Transit Lease. The Parties acknowledge that the SUP will be constructed on real property leased by WSDOT from Sound Transit and that WSDOT and Sound Transit have not yet negotiated the terms of that lease. The lease between Sound Transit and WSDOT will be executed prior to completion of the SUP. In the event of any conflict between the terms of this Agreement and the terms of lease between WSDOT and Sound Transit, the Parties agree to amend the terms of this Agreement to conform with the terms of the lease.
- 18.5 Waiver. A failure by a Party to exercise its rights under this Agreement shall not preclude that

Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving Party and attached to the original Agreement.

- 18.6 All Writings Contained Herein. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties.
- 18.7 Venue. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston or Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 18.8 Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 18.9 Authority to Bind. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

19. COUNTERPARTS AND ELECTRONIC SIGNATURE

- 19.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the Parties hereto have executed this Agreement.

City of Lakewood	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form for City of Lakewood	Approved as to Form for Washington State Department of Transportation
By:	By:
Printed:	Printed: Alex Straub
Title:	Title: Assistant Attorney General

Date:	Date:

Scope of Work

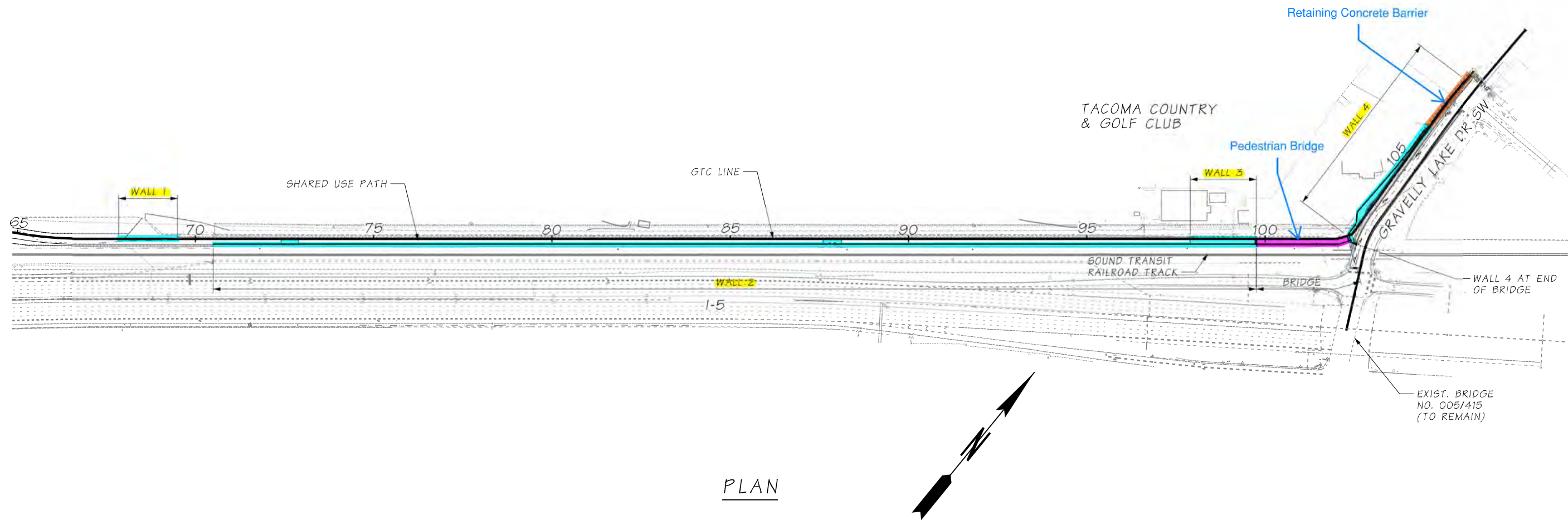
I-5 Gravelly-Thorne Connector

The Project will construct a Shared Use Path (SUP) that will connect the Tillicum neighborhood to the rest of the City of Lakewood (COL). The Project is Stage 4 of the I-5, Mounts Rd to Thorne Lane Corridor Improvements Project. The SUP will serve as a route for emergency vehicles as an alternative to I-5 when necessary. The SUP will run parallel to and between Sound Transit right of way (ROW) and the Tacoma Country Golf Club (TCGC) property, and will be built by WSDOT on Sound Transit and COL ROW.

Except for the WSDOT maintenance responsibilities outlined in the Maintenance and Operations agreement between WSDOT and the COL (the Agreement), the COL will be responsible for all maintenance and operations of the Project after physical completion at COL's sole cost and expense. This responsibility is for the entirety of the newly constructed facility, including but not limited to paving, lighting, markings, signage, roadway landscaping and graffiti removal. The contractor will be responsible for the first year of the plant establishment period.

WSDOT will obtain a lease from Sound Transit for the SUP. The lease will be paid for by WSDOT either monetarily or through land bank credits with Sound Transit.

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 SR FILE NO. SHEET



PLAN

Overview of Structural Features to be Maintained by WSDOT

Bridge Design Engr. A. LELAND	XL5814_PS_WR1_Key.dgn		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Detailled By A. VALENCIA							
Bridge Projects Engr.							
Prelim. Plan By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
9/27/2024	8:48:29 AM						

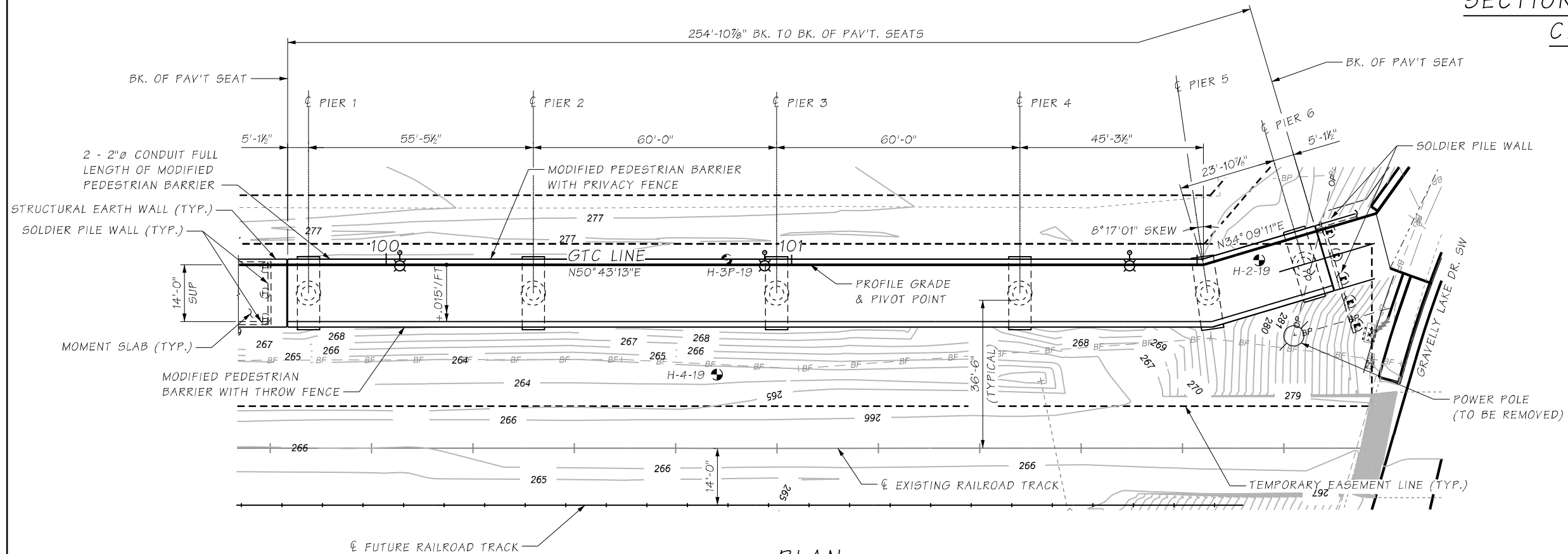
BRIDGE AND STRUCTURES OFFICE
 DATE _____


Washington State Department of Transportation
Parametrix

I-5 GRAVELLY-THORNE CONNECTOR SHARED USE PATH
 WALL KEY PLAN

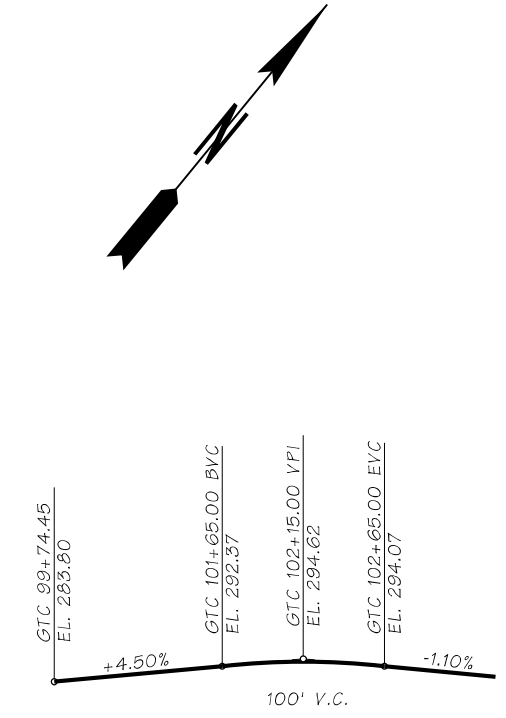
BRIDGE SHEET NO.	WR1
SHEET X OF X SHEETS	25

SECTIONS 15, T. 19N. R.2E. W.M.
CITY OF LAKEWOOD

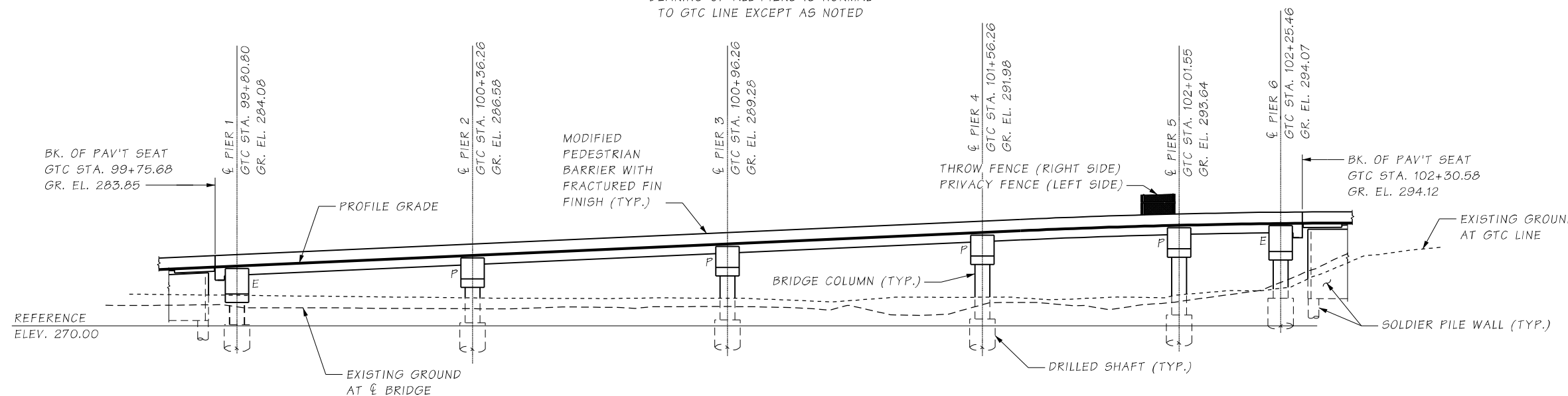


PLAN

BEARING OF ALL PIERS IS NORMAL TO GTC LINE EXCEPT AS NOTED



GTC LINE PROFILE



DEVELOPED ELEVATION - GTC LINE

GRADE ELEVATIONS SHOWN ARE FINISH GRADES AT TOP OF BRIDGE DECK ON GTC LINE AND ARE EQUAL TO PROFILE GRADE

LEGEND

- SOIL BORING
- LIGHTING STANDARD
- BF - BURIED FIBER-OPTIC
- BP - BURIED POWER
- OP - OVERHEAD POWER
- P PINNED BEARING
- E EXPANSION BEARING
- SUP SHARED USE PATH

Pedestrian Bridge
(WSDOT to maintain all features shown on this sheet except for illumination system)

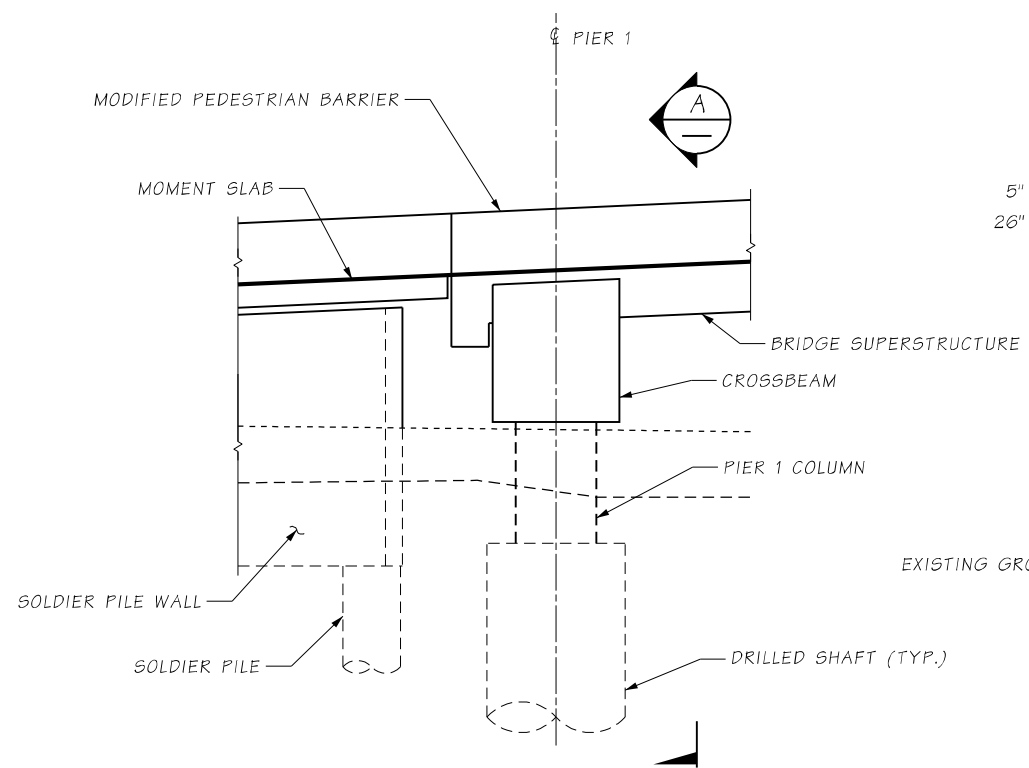
PRECAST PRESTRESSED SLAB
(26" VOIDED SLAB)
W/5" MIN. CIP CONC. SLAB
AASHTO LRFD - PEDESTRIAN LOAD & H10

DATUM
NAVD 1988

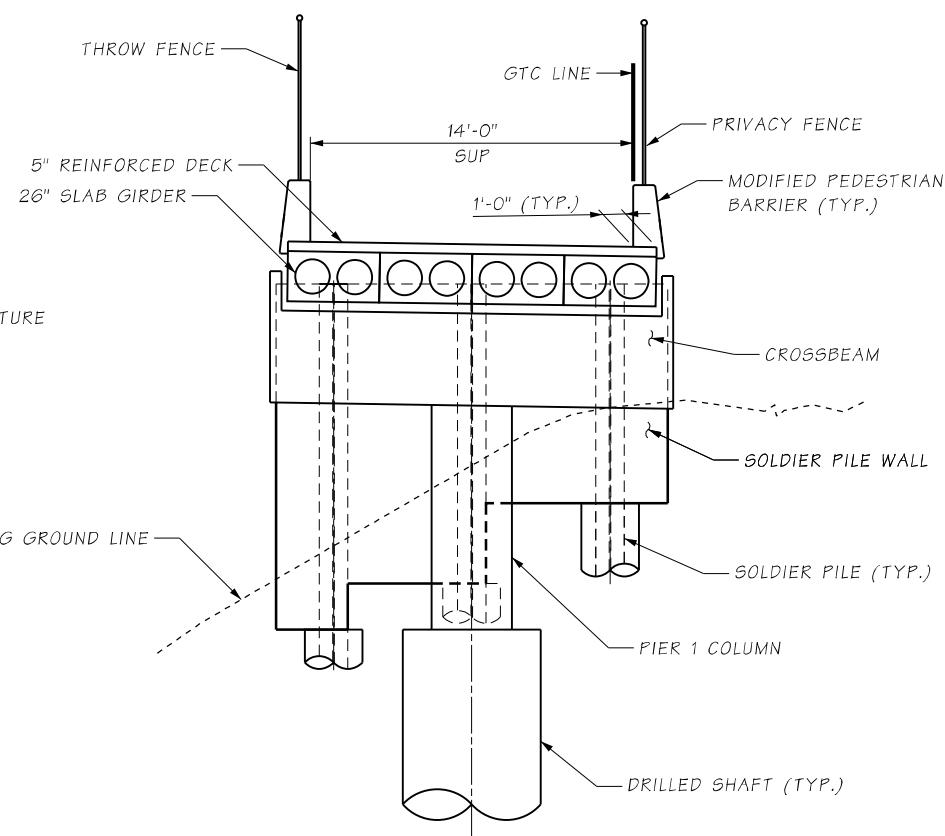
SR FILE NO. SHEET

Bridge Design Engr.	c:\users\schi\cvin\pw_wsdot\d0507992\BR01 Layout.dgn			REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS	BRIDGE AND STRUCTURES OFFICE	 Washington State Department of Transportation Parametrix	I-5 GRAVELLY-THORNE CONNECTOR SHARED USE PATH	BRIDGE SHEET NO.
Supervisor			10	WASH.				BR01				
Designed By			JOB NUMBER		TBD			SHEET X OF X SHEETS				
Checked By			DATE					26				
Detailled By	V. SCHICCHI		BY	APP'D								
Bridge Projects Engr.												
Prelim. Plan By												
Architect/Specialist												
9/18/2024												

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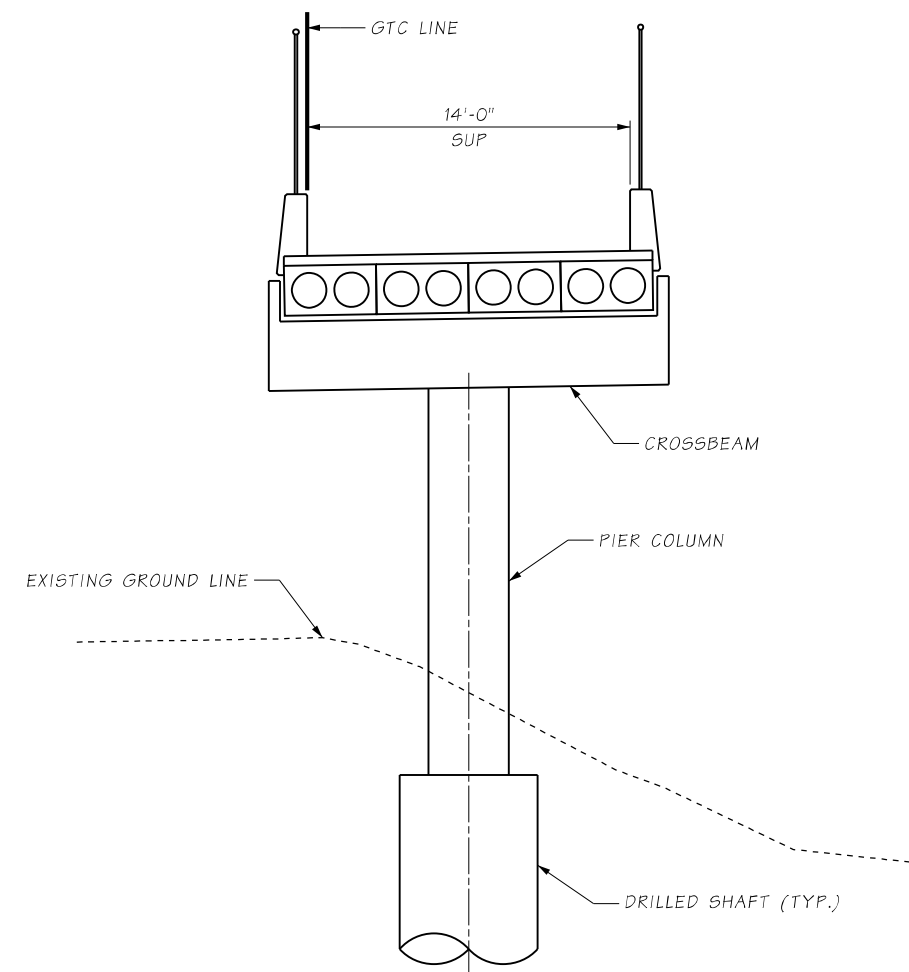


**ELEVATION
NEAR PIER 1**

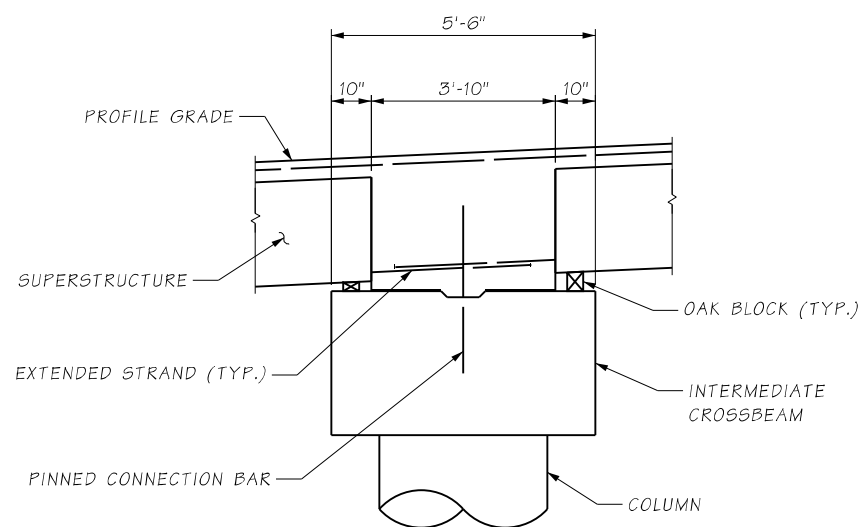


VIEW A

LOOKING BACK ON STATION



**TYPICAL SECTION
AT INTERMEDIATE PIER**



PINNED CONNECTION DETAIL

**Pedestrian Bridge
(WSDOT to maintain all features shown on this sheet)**

Bridge Design Engr. A. LELAND	c:\users\schi\cvin\pw_wsdot\d0507992\GTC_Bridge_PrePlan_2.dgn				REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor					10	WASH.			
Designed By									
Checked By									
Detailled By V. SCHICCHI					JOB NUMBER				
Bridge Projects Engr.					TBD				
Prelim. Plan By									
Architect/Specialist	DATE	REVISION	BY	APP'D					
7/30/2024									

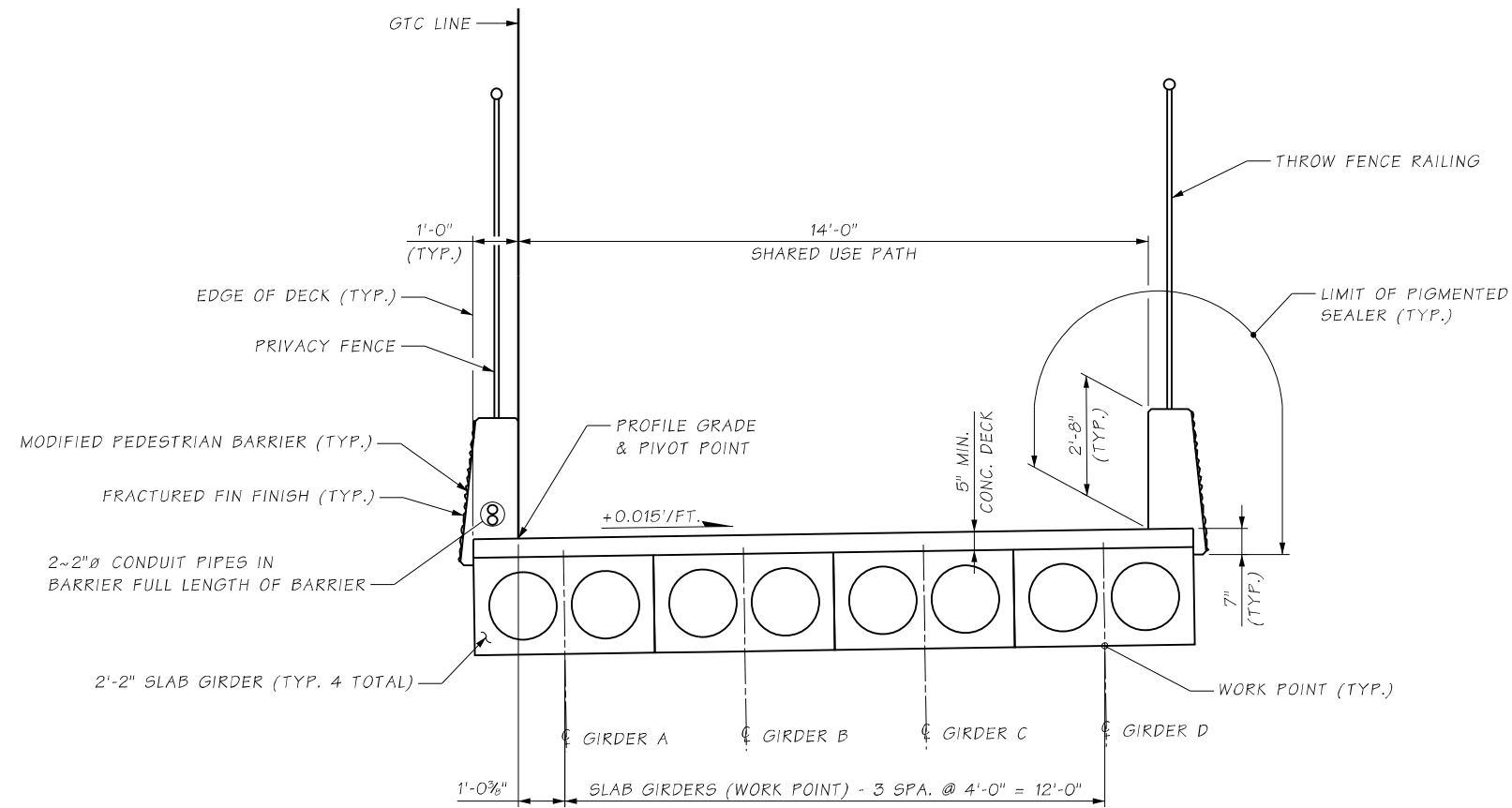
BRIDGE AND STRUCTURES OFFICE



**I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH**

PRELIMINARY PLAN


BRIDGE SHEET NO.
SHEET
OF
SHEETS

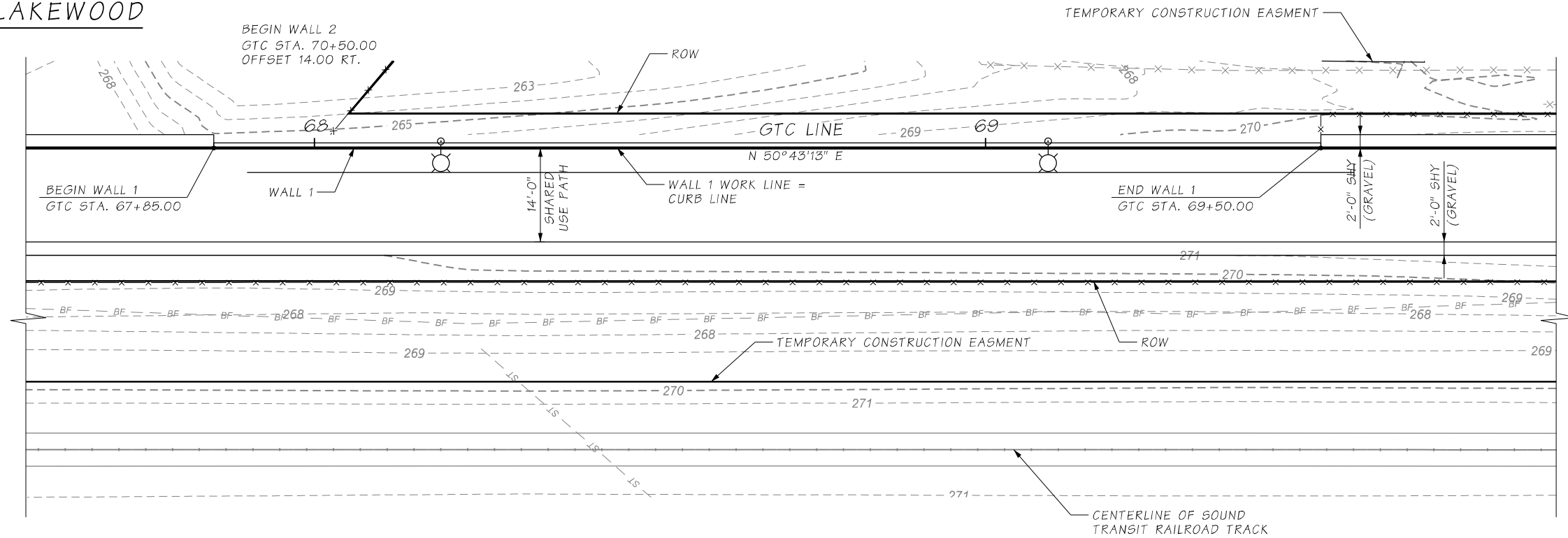


TYPICAL SECTION

Pedestrian Bridge
(WSDOT to maintain all features shown on this sheet)

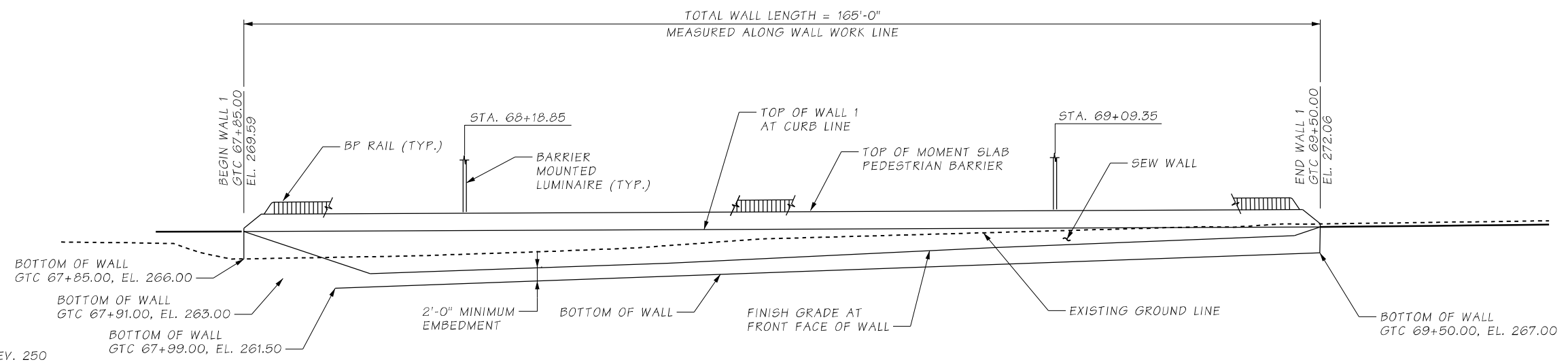
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Supervisor		10	WASH.	TBD						
Designed By		JOB NUMBER								
Checked By	V. SCHICCHI	TBD								
Detailled By										
Bridge Projects Engr.										
Prelim. Plan By										
Architect/Specialist		DATE	REVISION	BY	APP'D					
9/12/2024		4:56:17 PM							28	



PLAN

WALL 1



ELEVATION

WALL 1
(MOMENT SLAB NOT SHOWN FOR CLARITY)

Wall 1
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

STRUCTURAL EARTH WALL

Bridge Design Engr. A. LELAND	XL5814_PS_WR2_1-1.dgn		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Architect/Specialist	A. VALENCIA						
DATE	REVISION	BY	APP'D				
9/19/2024							

BRIDGE AND STRUCTURES OFFICE

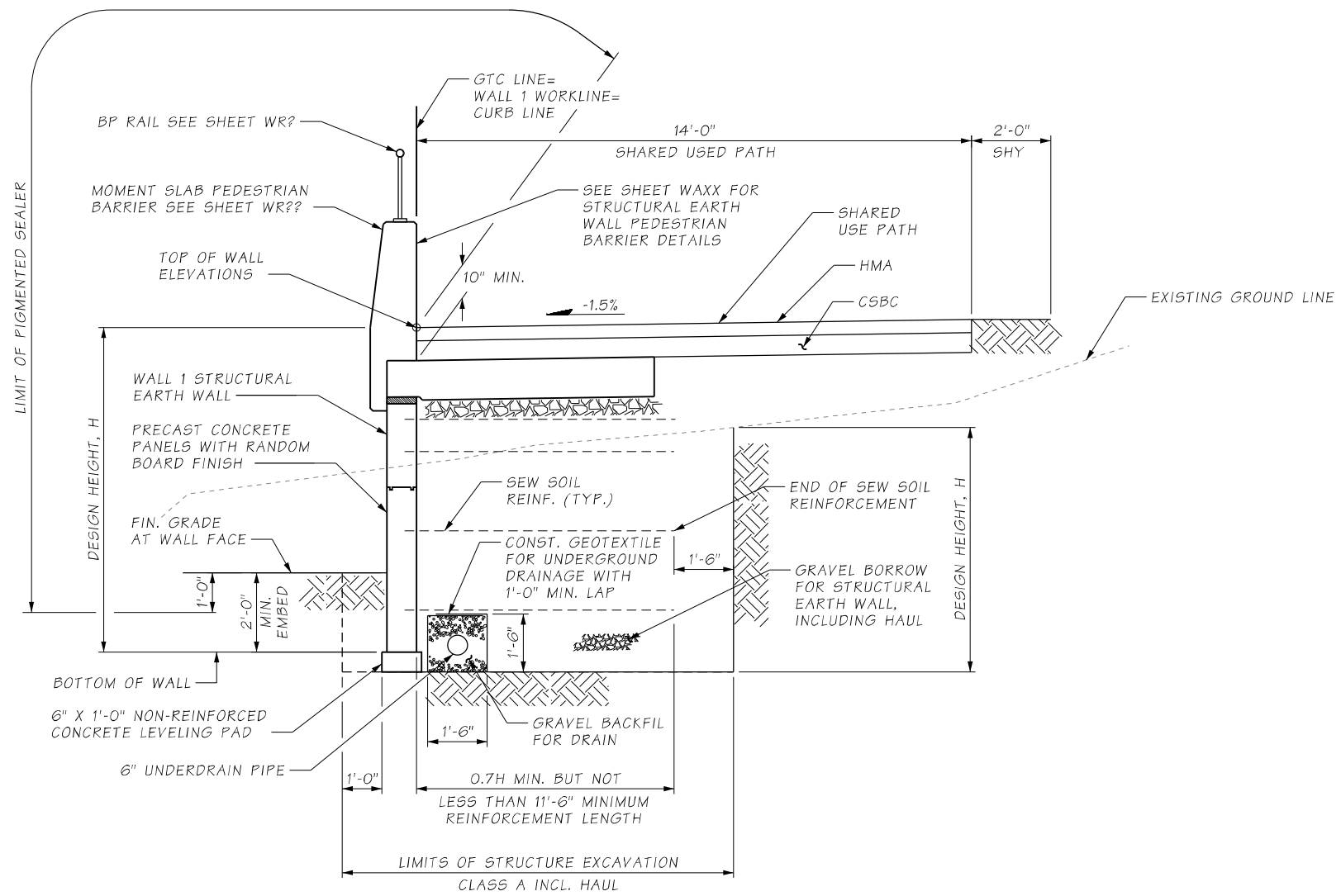
Washington State Department of Transportation
Parametrix

I-5 GRAVELLY-THORNE CONNECTOR SHARED USE PATH
WALL 1

BRIDGE SHEET NO. WR2
SHEET X OF X SHEETS

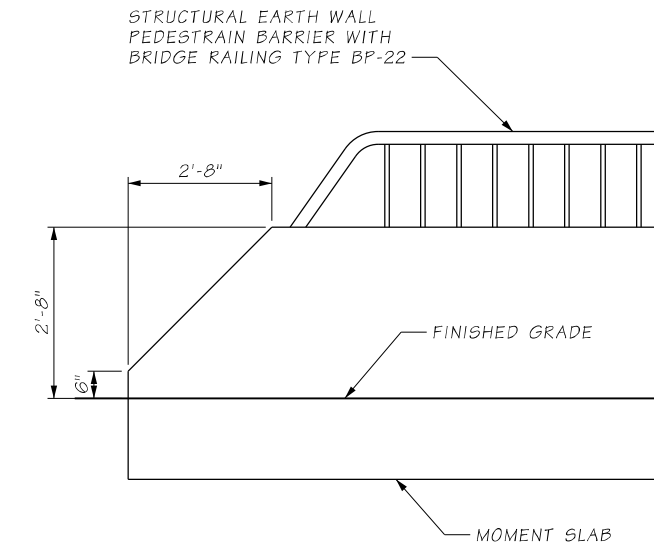
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 SK FILE NO. SHEET



SEW TYPICAL SECTION - WALL 1

**Wall 1
 (WSDOT to maintain all features shown on this sheet
 except for HMA pavement)**



PEDESTRAIN BARRIER - END TRANSITION

((WHERE SHOWN ON LAYOUT))

Bridge Design Engr. A. LELAND	XL5814_PS_WR18_DETAILSEW.dgn		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Detailed By A. VALENCIA							
Bridge Projects Engr.							
Prelim. Plan By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
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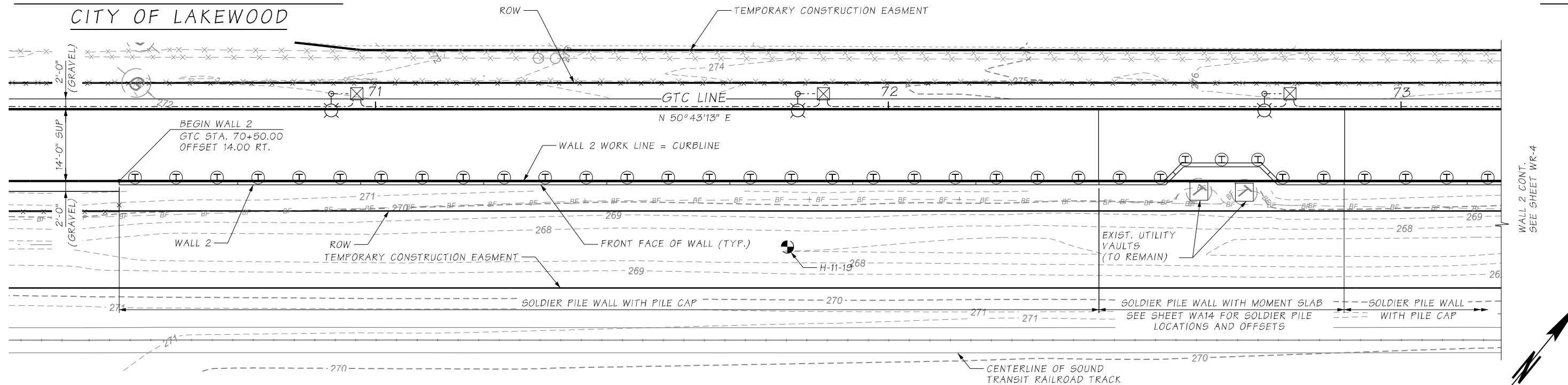
BRIDGE AND STRUCTURES OFFICE



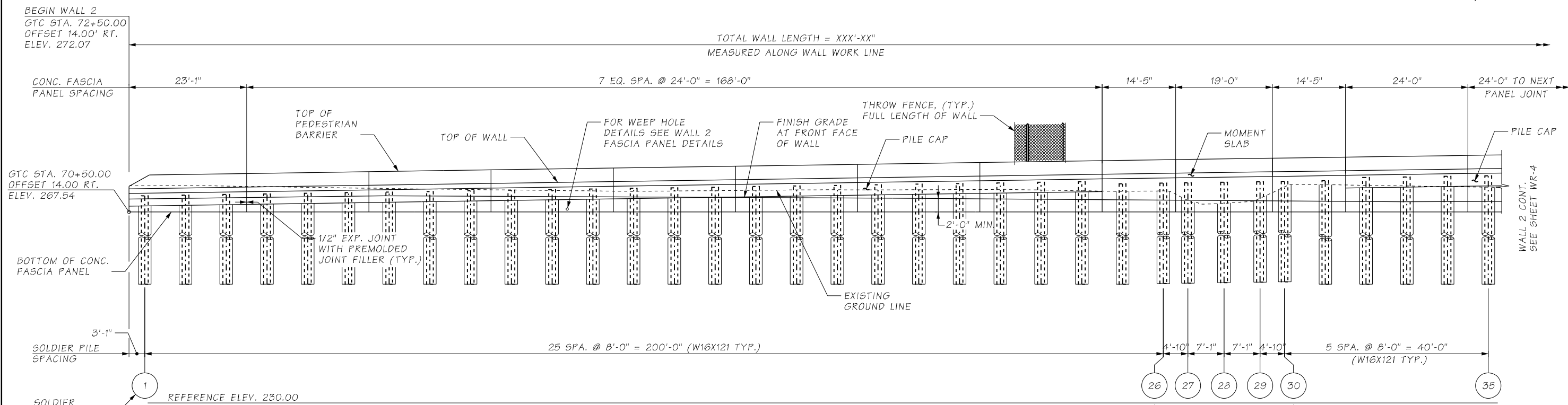
I-5
 GRAVELLY-THORNE CONNECTOR
 SHARED USE PATH

BRIDGE SHEET NO.	WR21
SHEET X OF X SHEETS	

STRUCTURAL EARTH WALL
 TYPICAL SECTION - WALL 1 30



PLAN
WALL 2



ELEVATION
WALL 2

Wall 2
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

SOLDIER PILE WALL

Bridge Design Engr. A. LELAND	XL5814_PS_WR3_2-1		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Architect/Specialist	DATE	REVISION	BY	APP'D			

BRIDGE AND STRUCTURES OFFICE

DATE

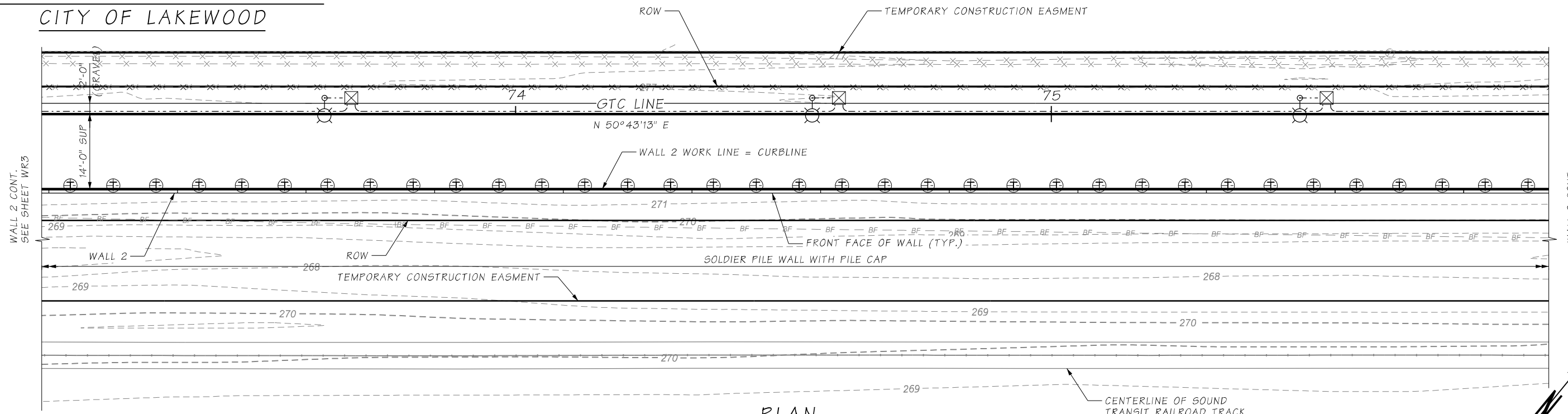


I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH

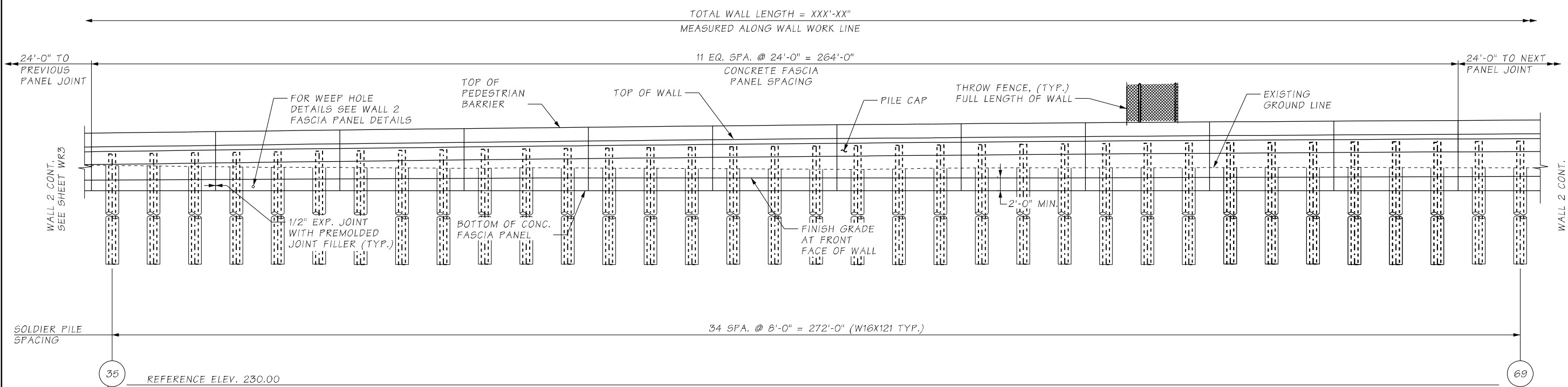
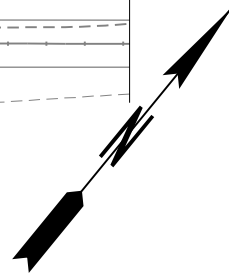
WALL 2 - LAYOUT 1

BRIDGE SHEET NO.	WR3
SHEET X OF X SHEETS	31

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 SK FILE NO. SHEET



PLAN
WALL 2



ELEVATION
WALL 2

Wall 2
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

SOLDIER PILE WALL

Bridge Design Engr. A. LELAND	XL5814_PS_WR4_2-2	REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor		10	WASH.			
Designed By		JOB NUMBER				
Checked By						
Detailled By A. VALENCIA						
Bridge Projects Engr.						
Prelim. Plan By						
Architect/Specialist	DATE	REVISION	BY	APP'D		
9/19/2024						

BRIDGE AND STRUCTURES OFFICE

DATE

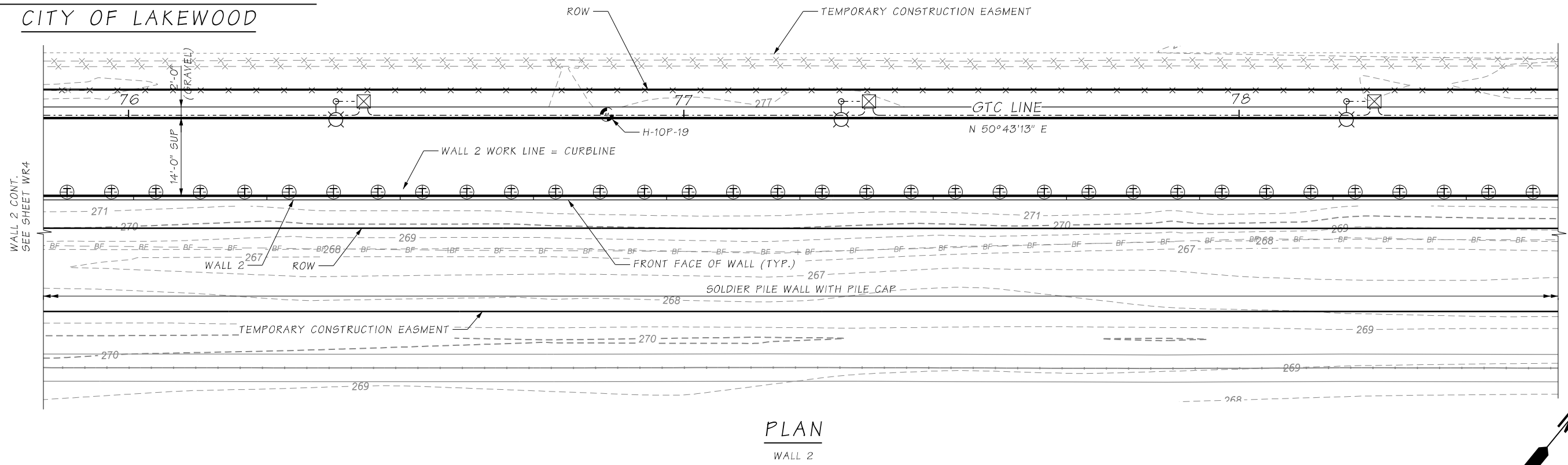


I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH

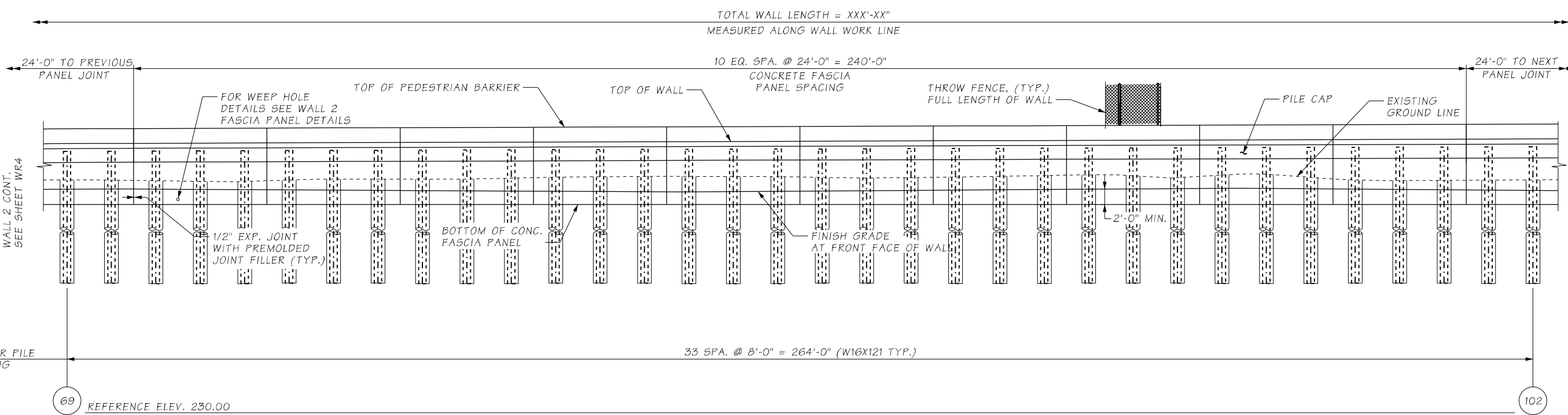
WALL 2 - LAYOUT 2

BRIDGE SHEET NO.	WR4
SHEET X OF X SHEETS	32

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PLAN
WALL 2



ELEVATION
WALL 2

Wall 2
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

SOLDIER PILE WALL

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Designed By		JOB NUMBER				
Checked By						
Detailled By A. VALENCIA						
Bridge Projects Engr.						
Prelim. Plan By						
Architect/Specialist	DATE	REVISION	BY	APP'D		
9/19/2024						

BRIDGE AND STRUCTURES OFFICE

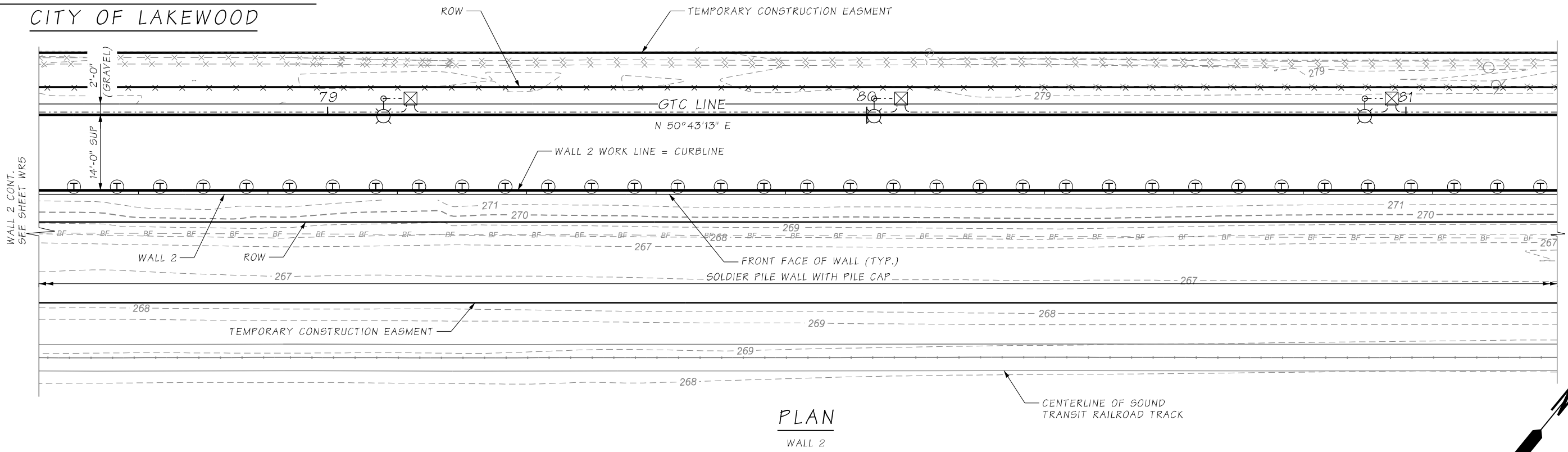
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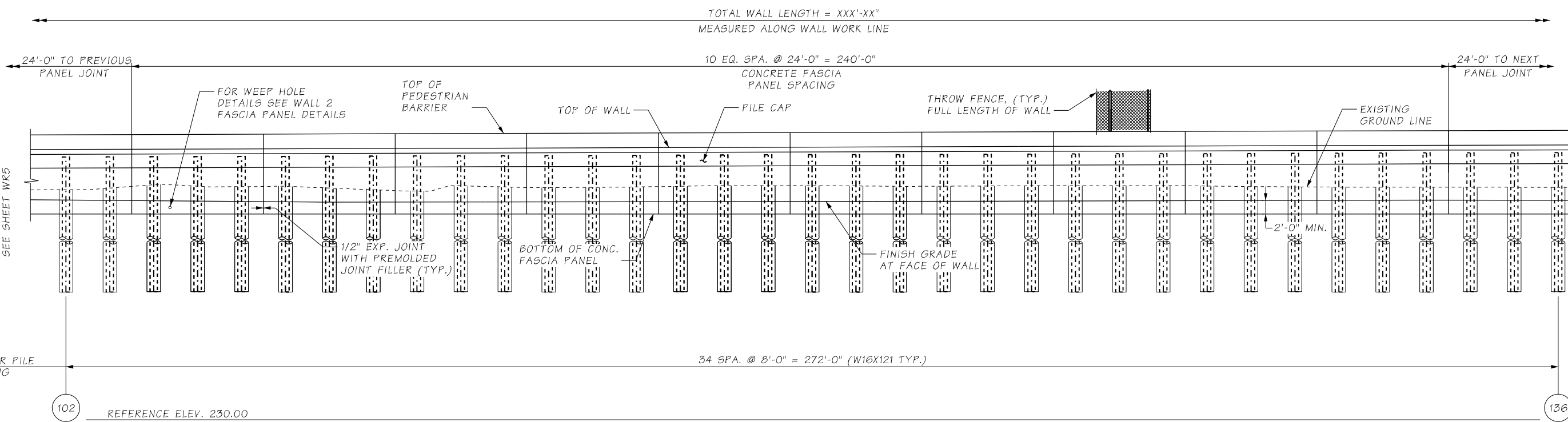
I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH

WALL 2 - LAYOUT 3

BRIDGE SHEET NO.	WR5
SHEET X OF X SHEETS	33



PLAN
WALL 2



ELEVATION
WALL 2

Wall 2
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

SOLDIER PILE WALL

pw:H00LYMAPPPW03P.WSDOT.LOC\WSDOT\Documents\Olympic\Projects\SR510\Design\CAD_Sheets\390-Bridge\StrPlan\XL5607_BP_BG_Yelm_TBv2.dgn
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Checked By							
Detailled By A. VALENCIA							
Bridge Projects Engr.							
Prelim. Plan By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
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BRIDGE AND STRUCTURES OFFICE

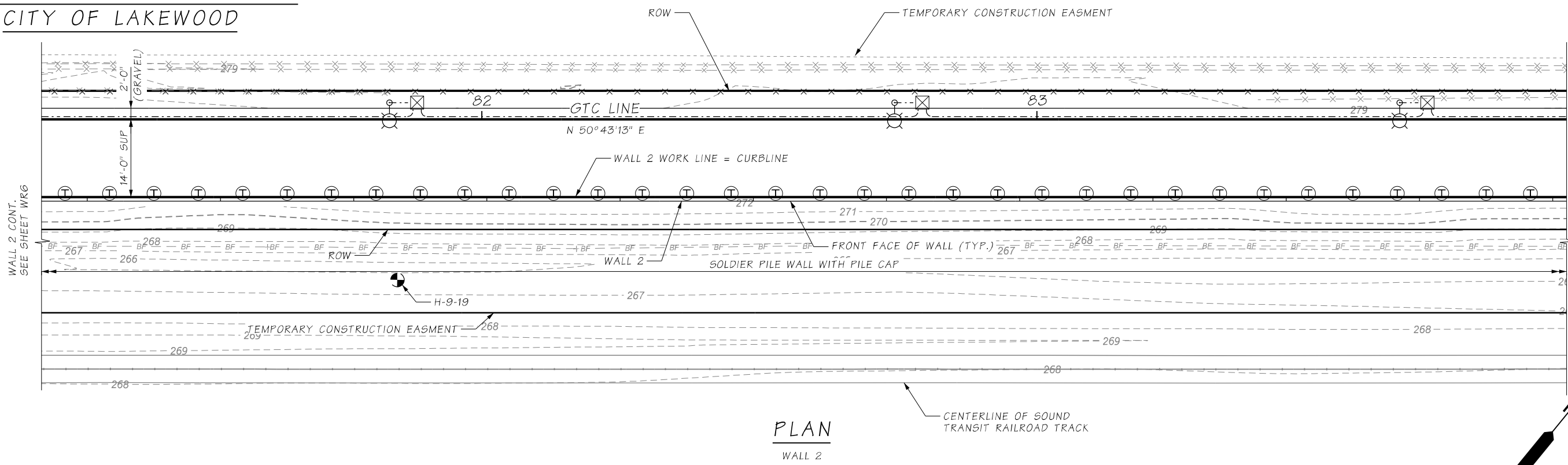
DATE _____



I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH

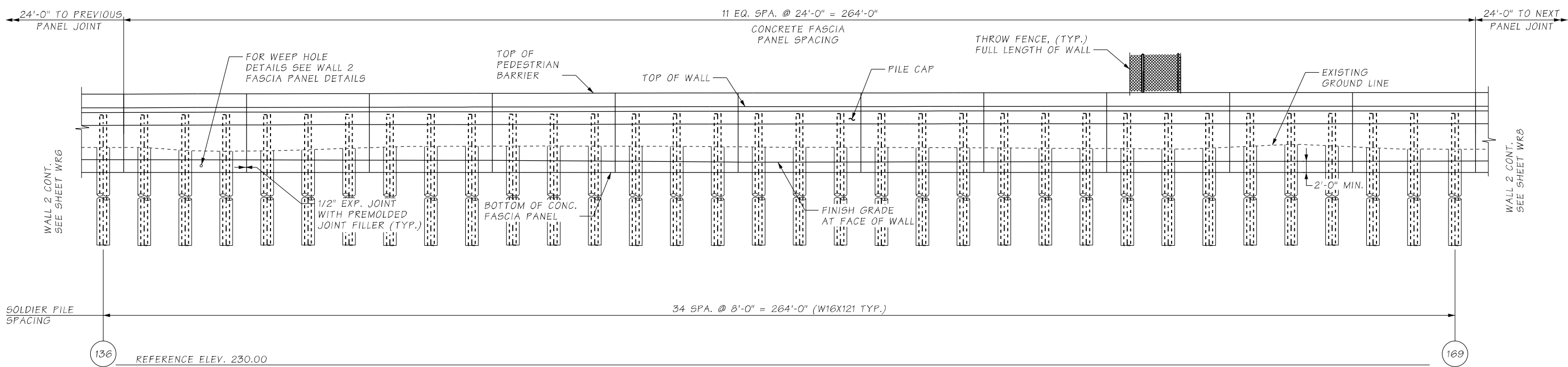
WALL 2 - LAYOUT 4

BRIDGE SHEET NO.	WR6
SHEET X OF X SHEETS	34



PLAN
WALL 2

TOTAL WALL LENGTH = XXX'-XX"
MEASURED ALONG WALL WORK LINE



ELEVATION
WALL 2

SOLDIER PILE WALL

Wall 2
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

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Bridge Design Engr. A. LELAND	XL5814_PS_WR7_2-5	REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
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Designed By		JOB NUMBER				
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Architect/Specialist	DATE	REVISION	BY	APP'D		
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BRIDGE AND STRUCTURES OFFICE

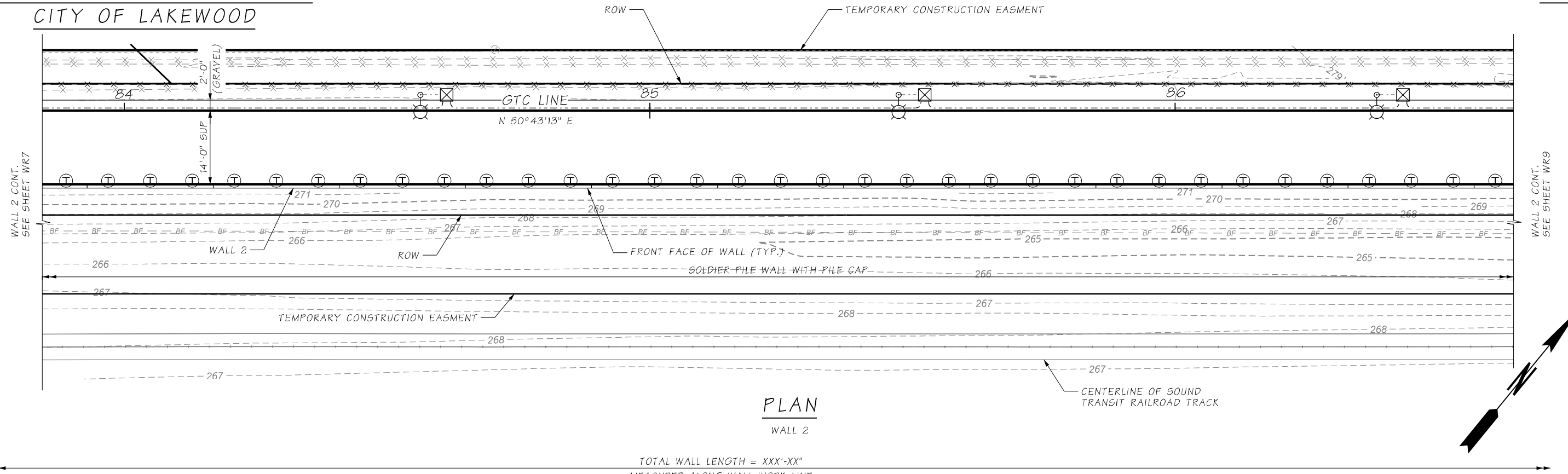
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I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH

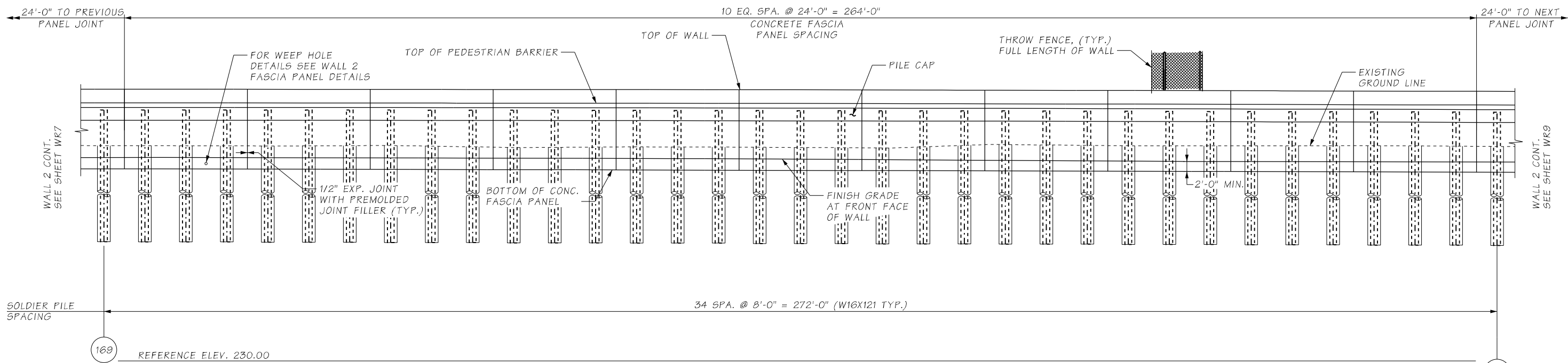
WALL 2 - LAYOUT 5

BRIDGE SHEET NO. WR7
SHEET X OF X SHEETS



PLAN
WALL 2

TOTAL WALL LENGTH = XXX'-XX"
MEASURED ALONG WALL WORK LINE



ELEVATION
WALL 2

SOLDIER PILE WALL

Wall 2
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

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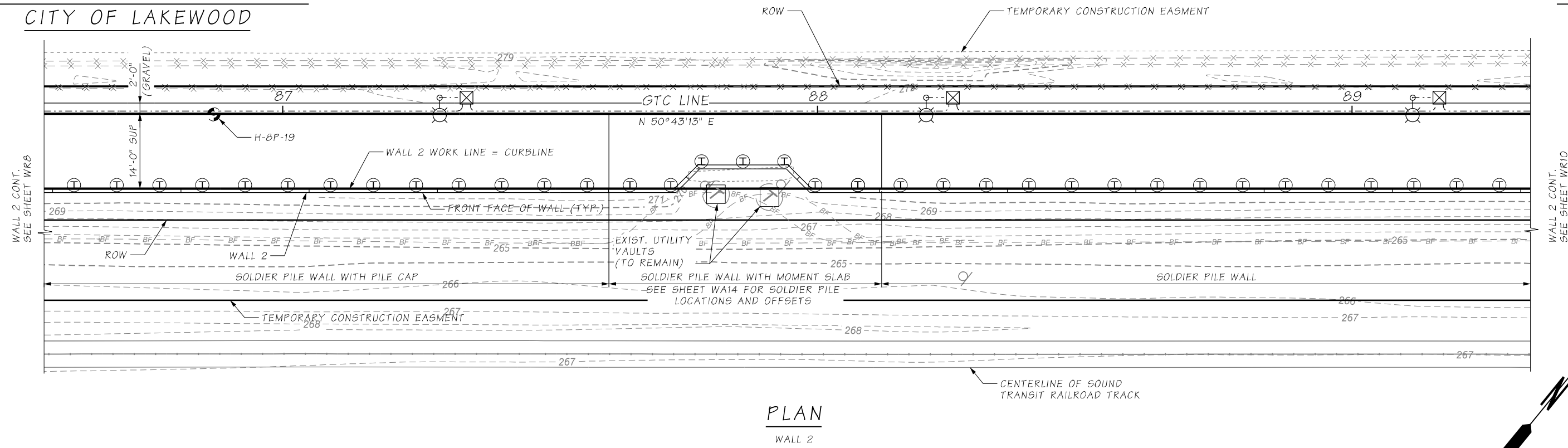
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Supervisor		10	WASH.			
Designed By		JOB NUMBER				
Checked By						
Detailled By A. VALENCIA						
Bridge Projects Engr.						
Prelim. Plan By						
Architect/Specialist	DATE	REVISION	BY	APP'D		
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BRIDGE AND STRUCTURES OFFICE
DATE

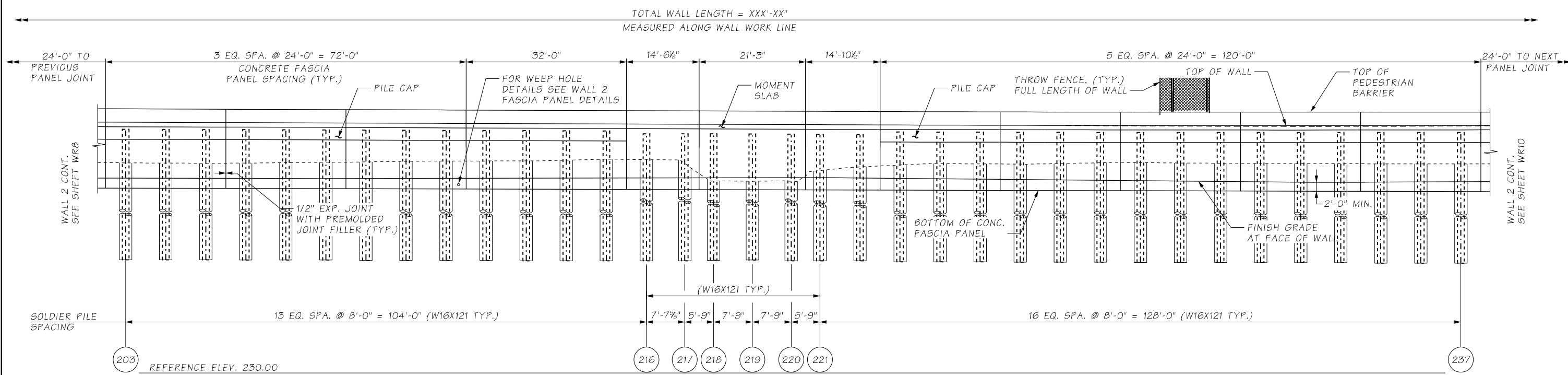


I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH
WALL 2 - LAYOUT 6

BRIDGE SHEET NO. WR8
SHEET X OF X SHEETS



PLAN
WALL 2



ELEVATION
WALL 2

Wall 2
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

SOLDIER PILE WALL

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 SK FILE NO. SHEET

Bridge Design Engr. A. LELAND	XL5814_PS_WR9_2-7		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Detailled By A. VALENCIA							
Bridge Projects Engr.							
Prelim. Plan By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
9/19/2024							

BRIDGE AND STRUCTURES OFFICE

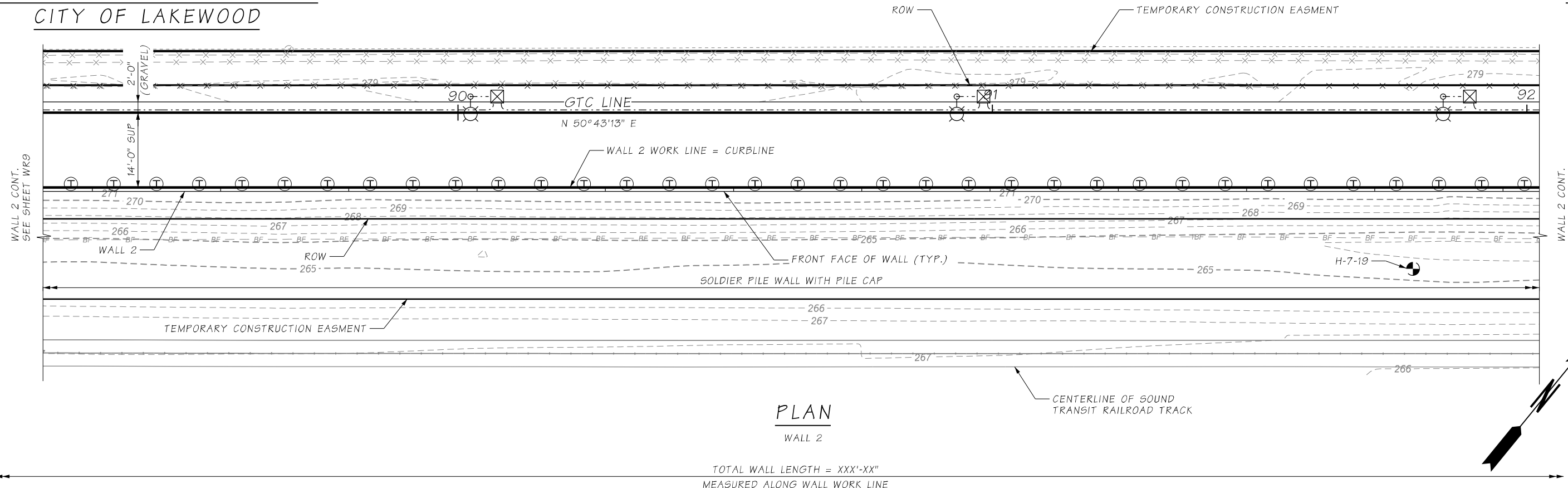
DATE



I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH

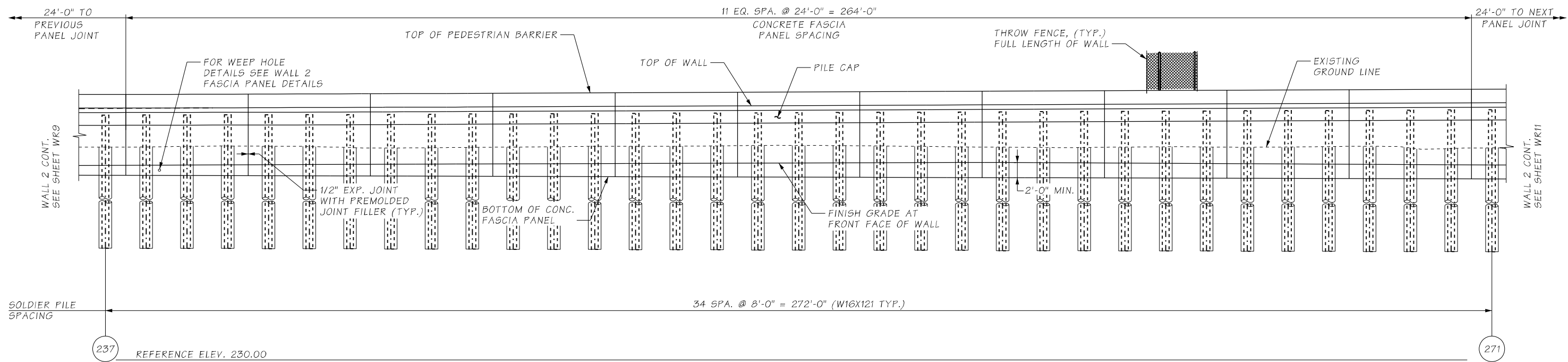
WALL 2 - LAYOUT 7

BRIDGE SHEET NO. WR9
SHEET X OF X SHEETS



PLAN
WALL 2

TOTAL WALL LENGTH = XXX'-XX"
MEASURED ALONG WALL WORK LINE



ELEVATION
WALL 2

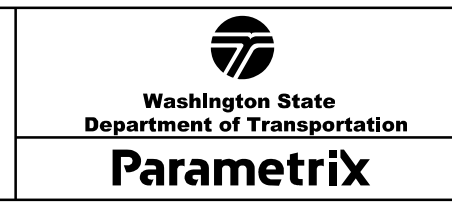
Wall 2
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

SOLDIER PILE WALL

Bridge Design Engr. A. LELAND	XL5814_PS_WR10_2-8		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Detailled By A. VALENCIA							
Bridge Projects Engr.							
Prelim. Plan By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
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BRIDGE AND STRUCTURES OFFICE

DATE _____

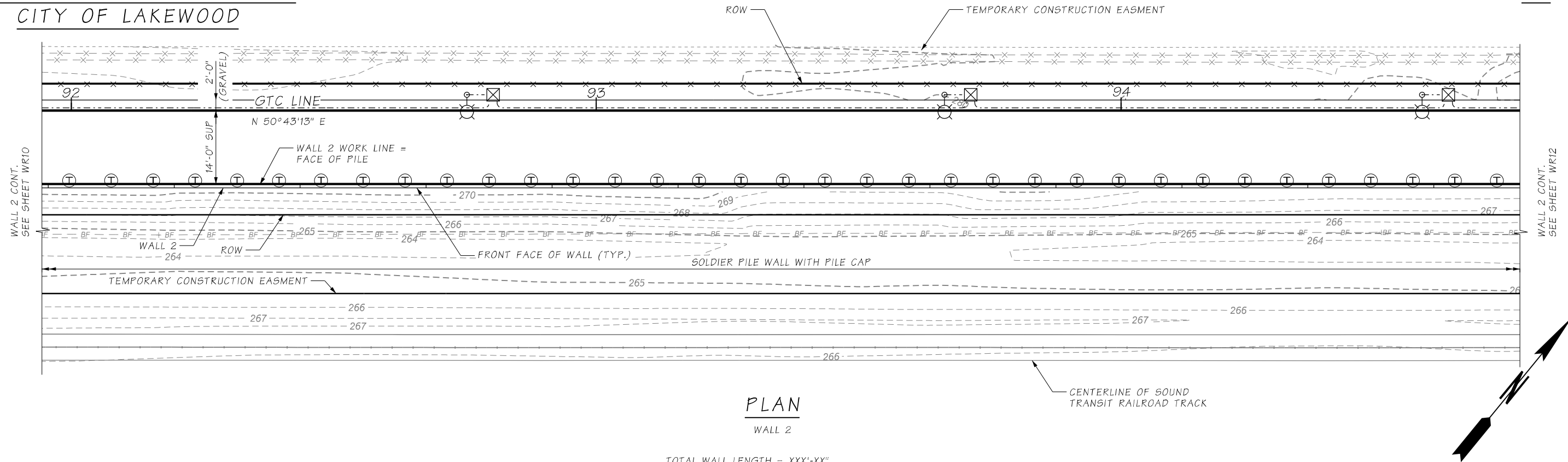


I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH

WALL 2 - LAYOUT 8

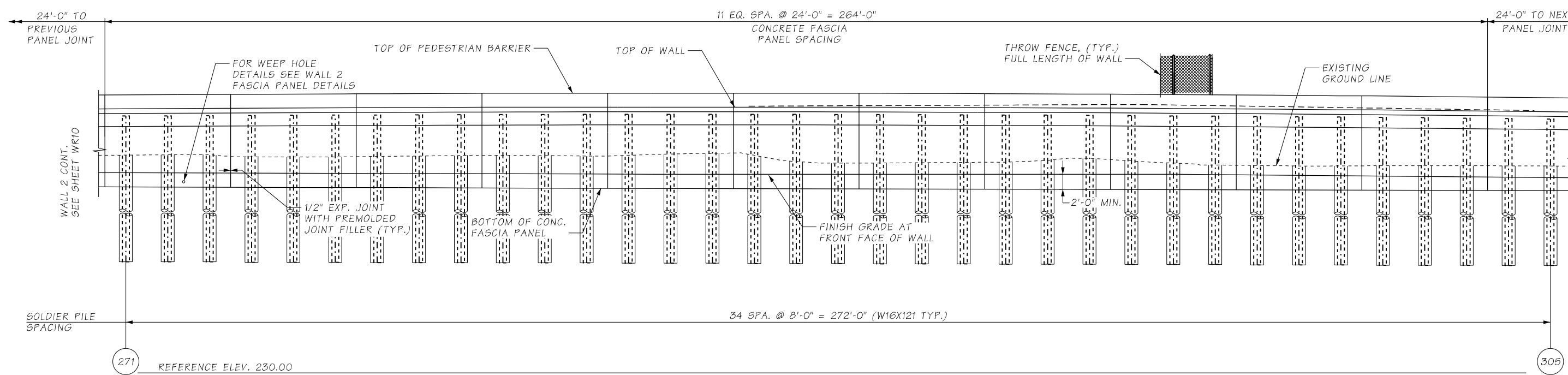
BRIDGE SHEET NO.	WR10
SHEET X OF X SHEETS	38

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 SK FILE NO. SHEET



TOTAL WALL LENGTH = XXX'-XX"
MEASURED ALONG WALL WORK LINE

11 EQ. SPA. @ 24'-0" = 264'-0"
CONCRETE FASCIA PANEL SPACING



Wall 2
(WSDOT to maintain all features shown on this sheet except for illumination system & HMA pavement)

SOLDIER PILE WALL

pw:H00LYMAPPP03P.WSDOT.LOC\WSDOT\Documents\Olympic\Projects\SR510\Design\CAD_Sheets\390-Bridge\StrPlan\XL5607_BP_BG_Yelm_TBv2.dgn
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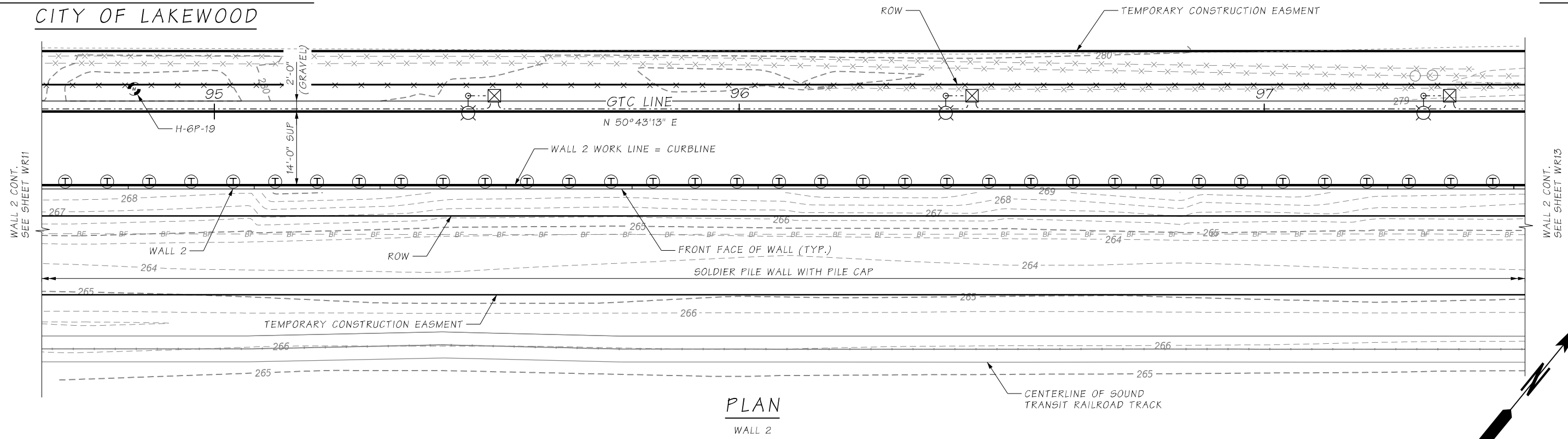
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Designed By			JOB NUMBER				
Checked By							
Detailled By A. VALENCIA							
Bridge Projects Engr.							
Prelim. Plan By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
9/19/2024							

BRIDGE AND STRUCTURES OFFICE
DATE



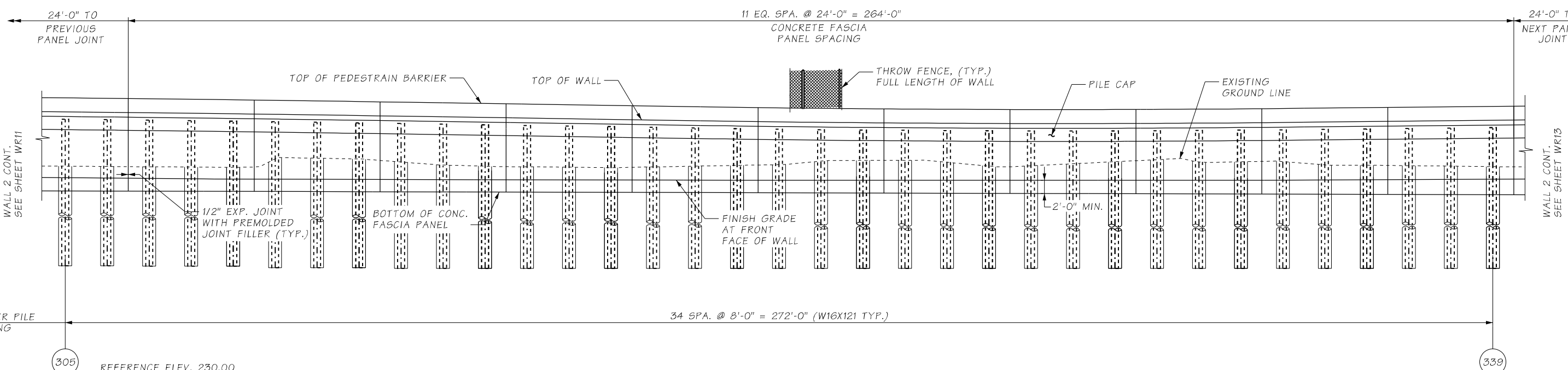
I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH
WALL 2 - LAYOUT 9

BRIDGE SHEET NO. WR11
SHEET X OF X SHEETS



PLAN
WALL 2

TOTAL WALL LENGTH = XXX'-XX"
MEASURED ALONG WALL WORK LINE



ELEVATION
WALL 2

SOLDIER PILE WALL

Wall 2
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

Bridge Design Engr. A. LELAND	XL5814_PS_WR12.2-10		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Detailled By A. VALENCIA							
Bridge Projects Engr.							
Prelim. Plan By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
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BRIDGE AND STRUCTURES OFFICE

DATE



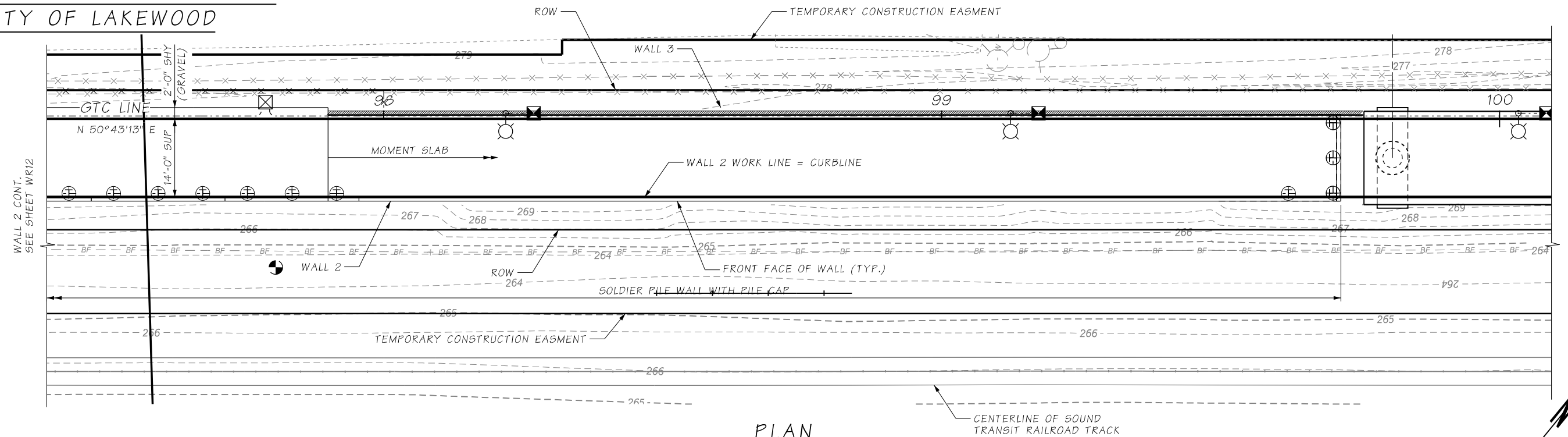
I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH

WALL 2 - LAYOUT 10

40

BRIDGE SHEET NO.	WR12
SHEET X OF X SHEETS	

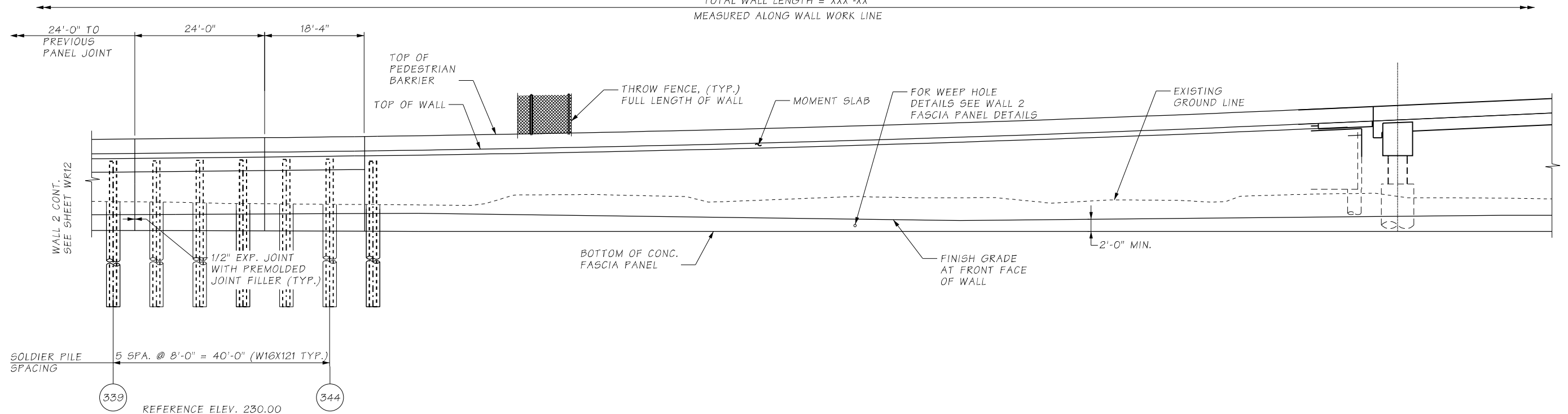
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 SK FILE NO. SHEET



PLAN

WALL 2

TOTAL WALL LENGTH = XXX'-XX"
MEASURED ALONG WALL WORK LINE



ELEVATION

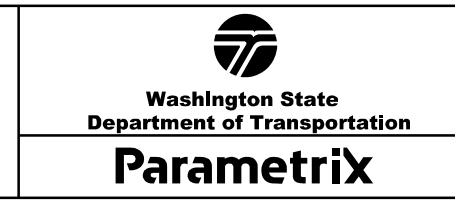
WALL 2

SOLDIER PILE WALL

Wall 2
(WSDOT to maintain all features shown on this sheet
except for illumination system & HMA pavement)

Bridge Design Engr. A. LELAND	XL5814_PS_WR13_2-11	REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor		10	WASH.			
Designed By		JOB NUMBER				
Checked By						
Architect/Specialist	DATE	REVISION	BY	APP'D		
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BRIDGE AND STRUCTURES OFFICE



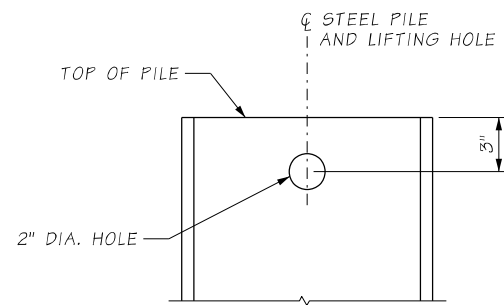
I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH
WALL 2 - LAYOUT 11

BRIDGE SHEET NO. WR13
SHEET X OF X SHEETS

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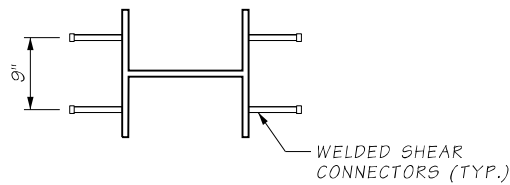
NOTES:

- 1 USE EITHER CONTROLLED DENSITY FILL OR PUMPABLE LEAN CONCRETE WHEN PLACED IN THE DRY. USE PUMPABLE LEAN CONCRETE WHEN PLACED IN THE WET.
- 2 TEMPORARY LAGGING SHALL CONFORM TO STANDARD SPECIFICATION SECTION 6-16.3(6).
- 3 PILE CAP SHALL BE CLASS 4000 CONCRETE.

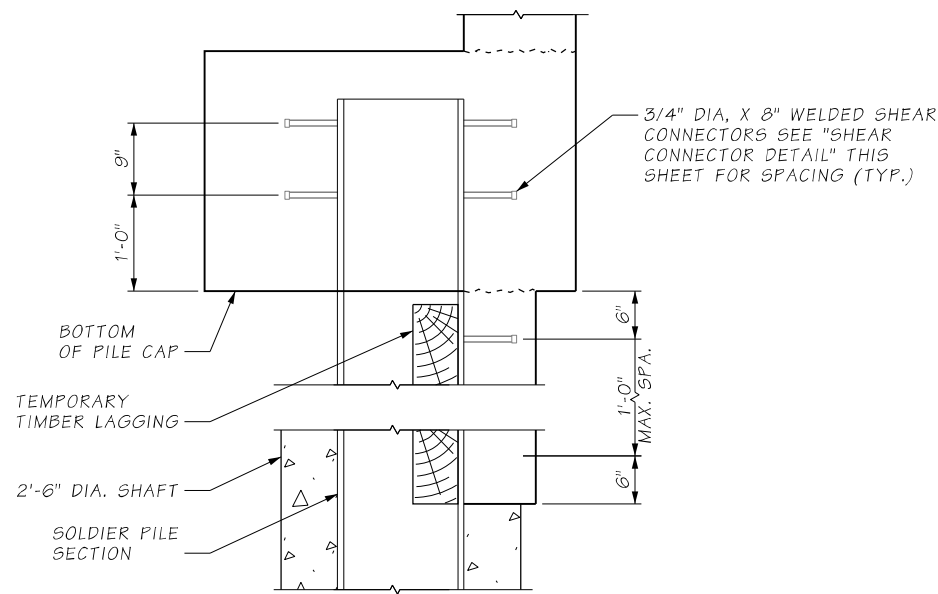


SOLDIER PILE LIFTING HOLE

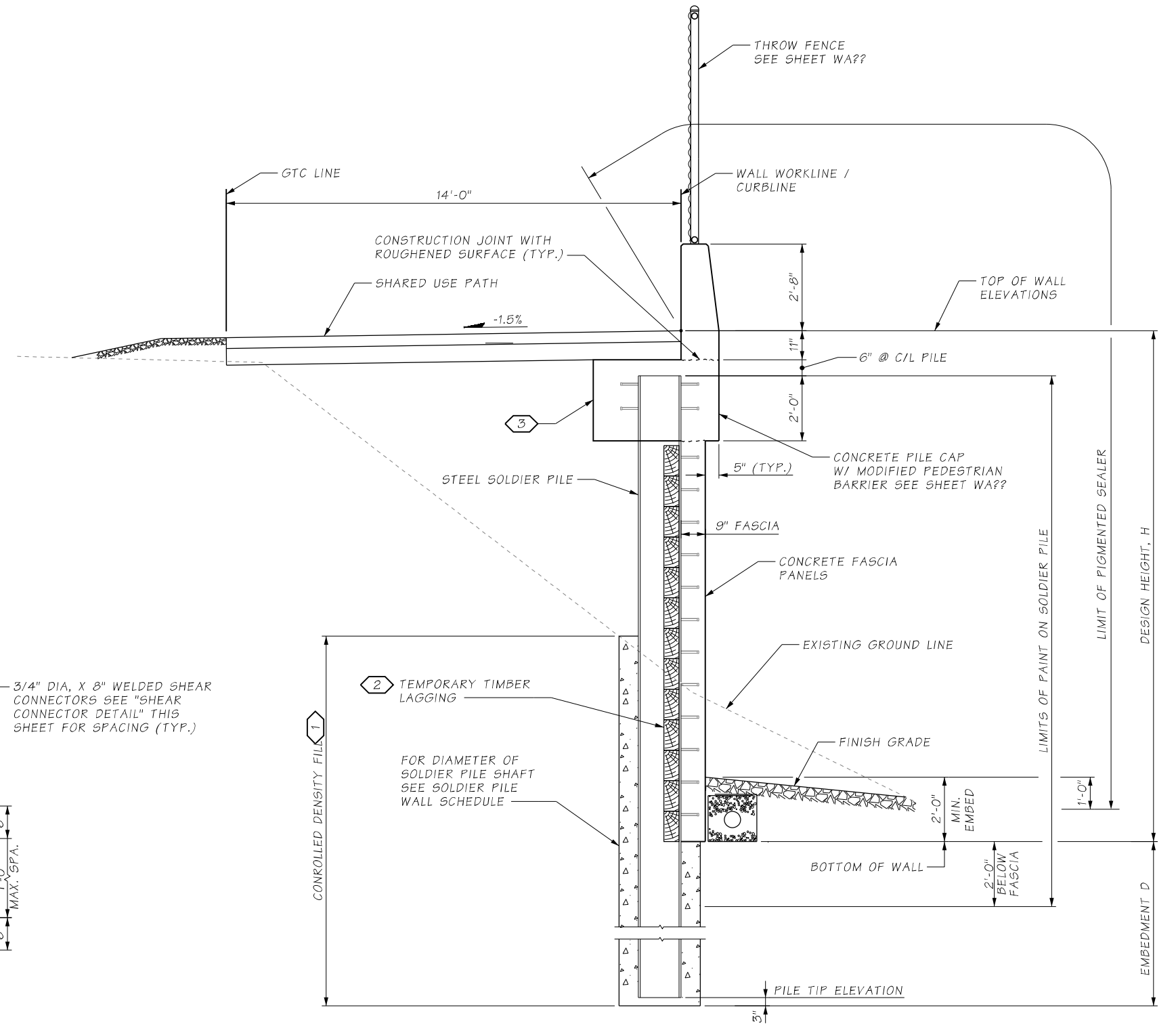
LIFTING HOLE TO BE DRILLED IN SHOP PRIOR TO PAINTING THE PILE



DETAIL 1



SHEAR CONNECTOR DETAIL



Wall 2
 (WSDOT to maintain all features on this sheet except for HMA pavement)

TYPICAL SOLDIER PILE WALL WITH PILE CAP

Bridge Design Engr. A. LELAND	XL5814_PS_WR20_SP1.dgn		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
9/19/2024							

BRIDGE AND STRUCTURES OFFICE



I-5 GRAVELLY-THORNE CONNECTOR SHARED USE PATH

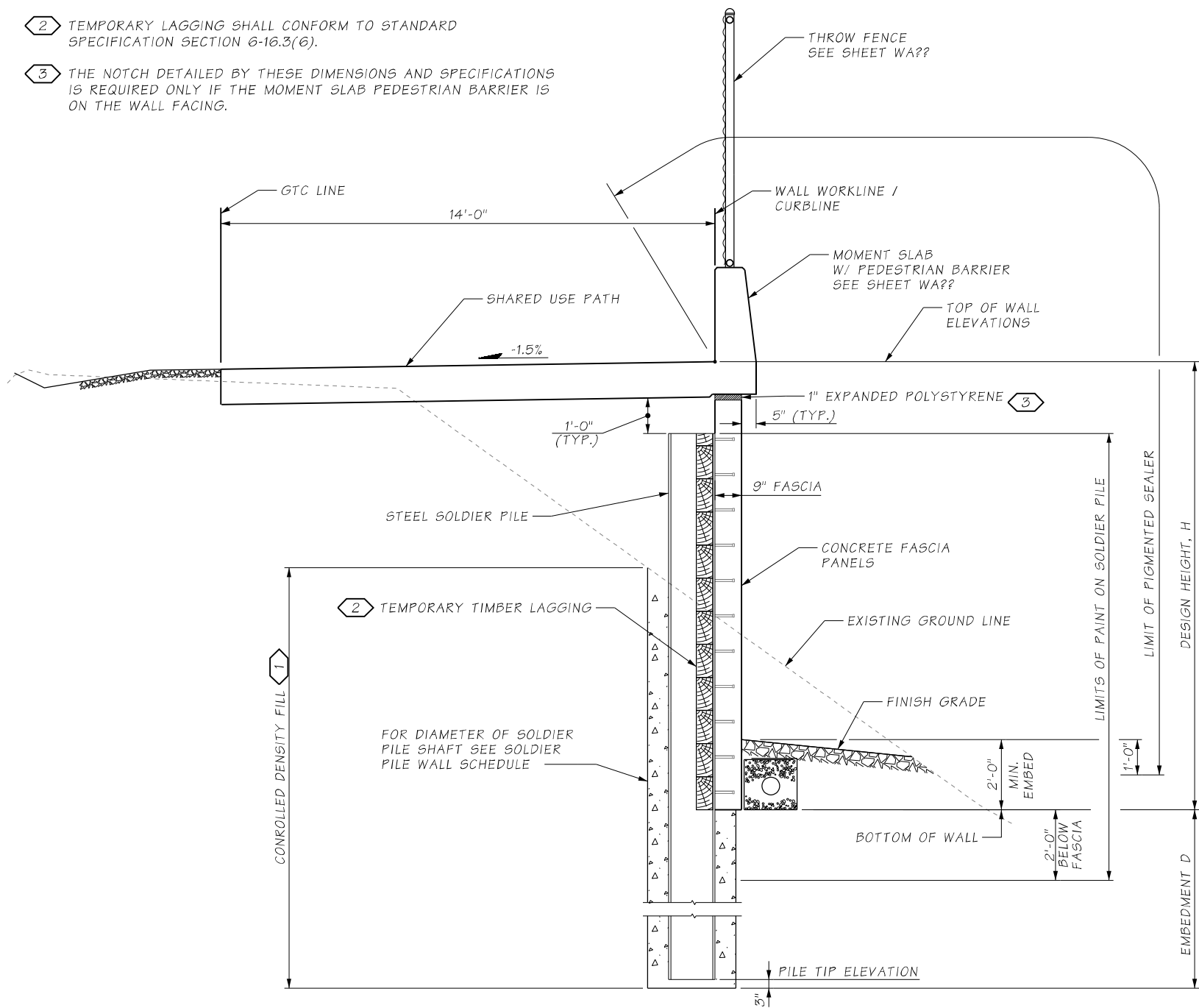
SOLDIER PILE WALL TYPICAL SECTION 1

BRIDGE SHEET NO.	WR23
SHEET X OF X SHEETS	

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 SK FILE NO. SHEET

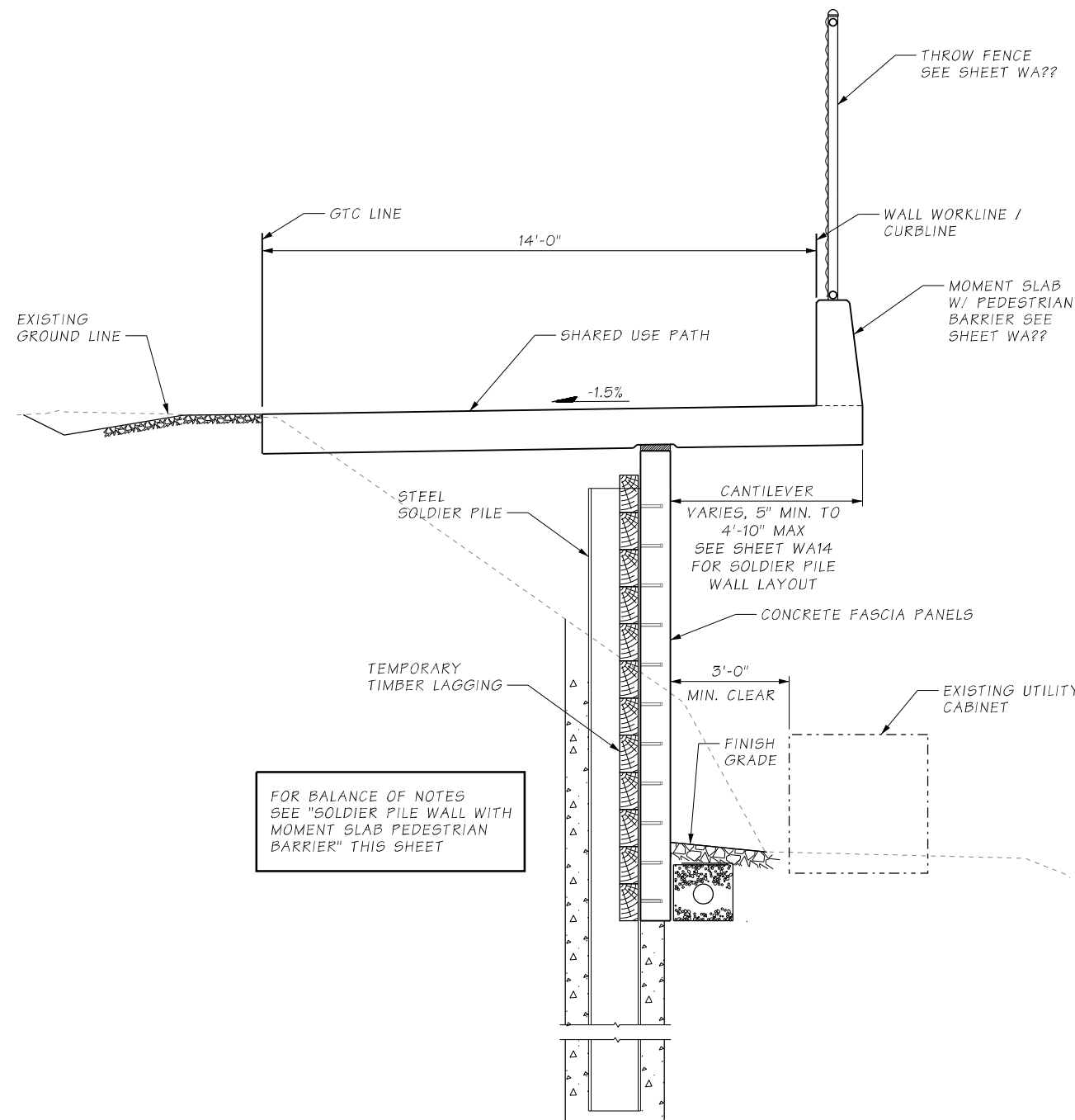
NOTES:

- 1 USE EITHER CONTROLLED DENSITY FILL OR PUMPABLE LEAN CONCRETE WHEN PLACED IN THE DRY. USE PUMPABLE LEAN CONCRETE WHEN PLACED IN THE WET.
- 2 TEMPORARY LAGGING SHALL CONFORM TO STANDARD SPECIFICATION SECTION 6-16.3(6).
- 3 THE NOTCH DETAILED BY THESE DIMENSIONS AND SPECIFICATIONS IS REQUIRED ONLY IF THE MOMENT SLAB PEDESTRIAN BARRIER IS ON THE WALL FACING.



SOLDIER PILE WALL WITH MOMENT SLAB PEDESTRIAN BARRIER

Wall 2
(WSDOT to maintain all features on this sheet)



SOLDIER PILE WALL WITH CANTILEVERED MOMENT SLAB PEDESTRIAN BARRIER

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SK FILE NO. SHEET

Bridge Design Engr. A. LELAND	XL5814_PS_WR21_SP2.dgn	REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor		10	WASH.			
Designed By		JOB NUMBER				
Checked By						
Detailled By A. VALENCIA						
Bridge Projects Engr.						
Prelim. Plan By						
Architect/Specialist	DATE	REVISION	BY	APP'D		
9/19/2024						

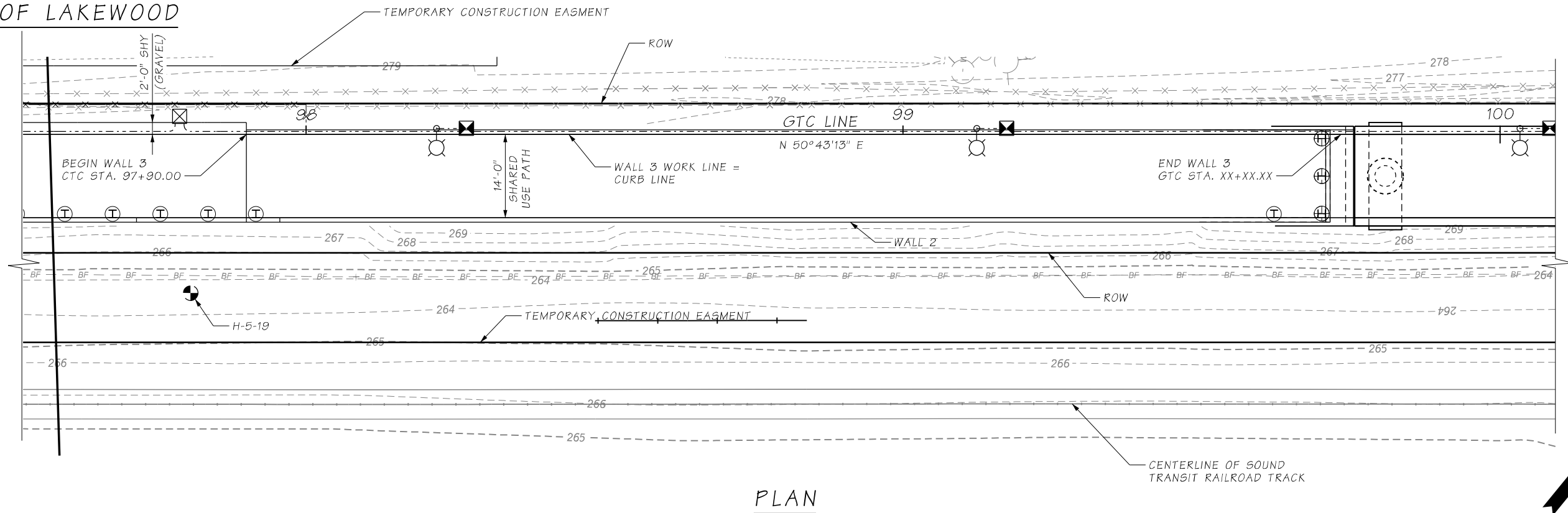
BRIDGE AND STRUCTURES OFFICE



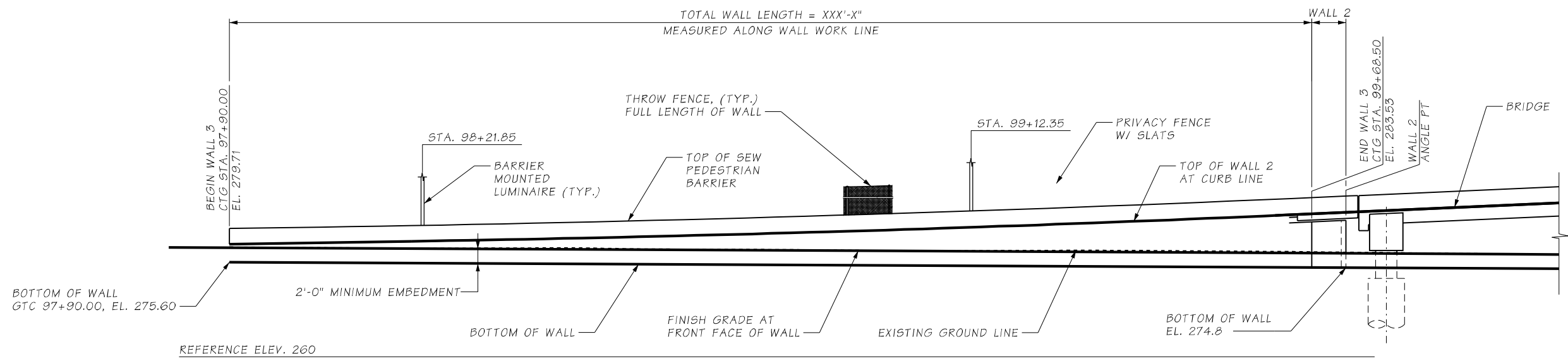
I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH

SOLDIER PILE WALL TYPICAL SECTION 2

BRIDGE SHEET NO.	WR24
SHEET X OF X SHEETS	43



PLAN



ELEVATION

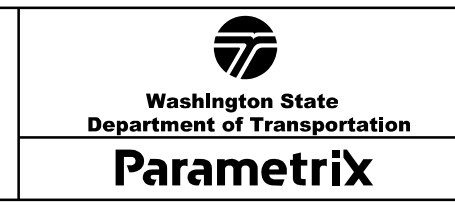
WALL 3

Wall 3
(WSDOT to maintain all structural features on this sheet
except for illumination system)

STRUCTURAL EARTH WALL

Bridge Design Engr. A. LELAND	XL5814_PS_WR15_3-1		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Detailled By A. VALENCIA							
Bridge Projects Engr.							
Prelim. Plan By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
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BRIDGE AND STRUCTURES OFFICE

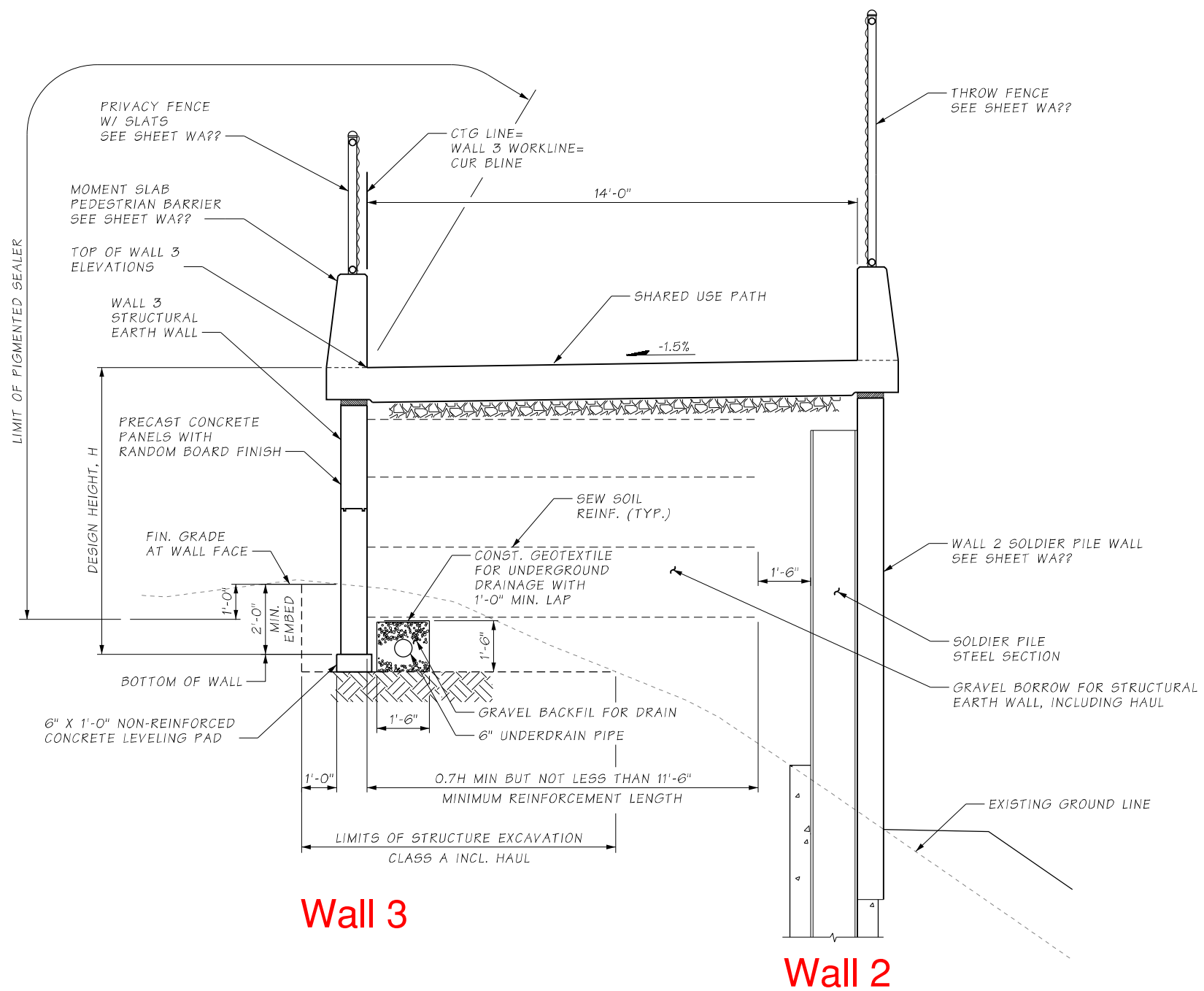


I-5
GRAVELLY-THORNE CONNECTOR
SHARED USE PATH
WALL 3

BRIDGE SHEET NO. WR16
SHEET X OF X SHEETS

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 SK FILE NO. SHEET



Wall 3

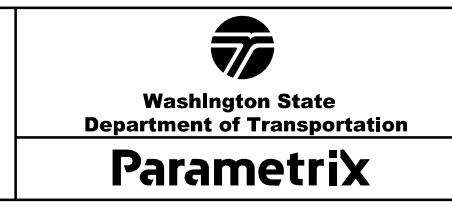
Wall 2

SEW TYPICAL SECTION - WALL 3

(WSDOT to maintain all features on this sheet)

Bridge Design Engr. A. LELAND	XL5814_PS_WR19_DETAILSEW.dgn		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Detailled By A. VALENCIA							
Bridge Projects Engr.							
Prelim. Plan By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
9/19/2024							

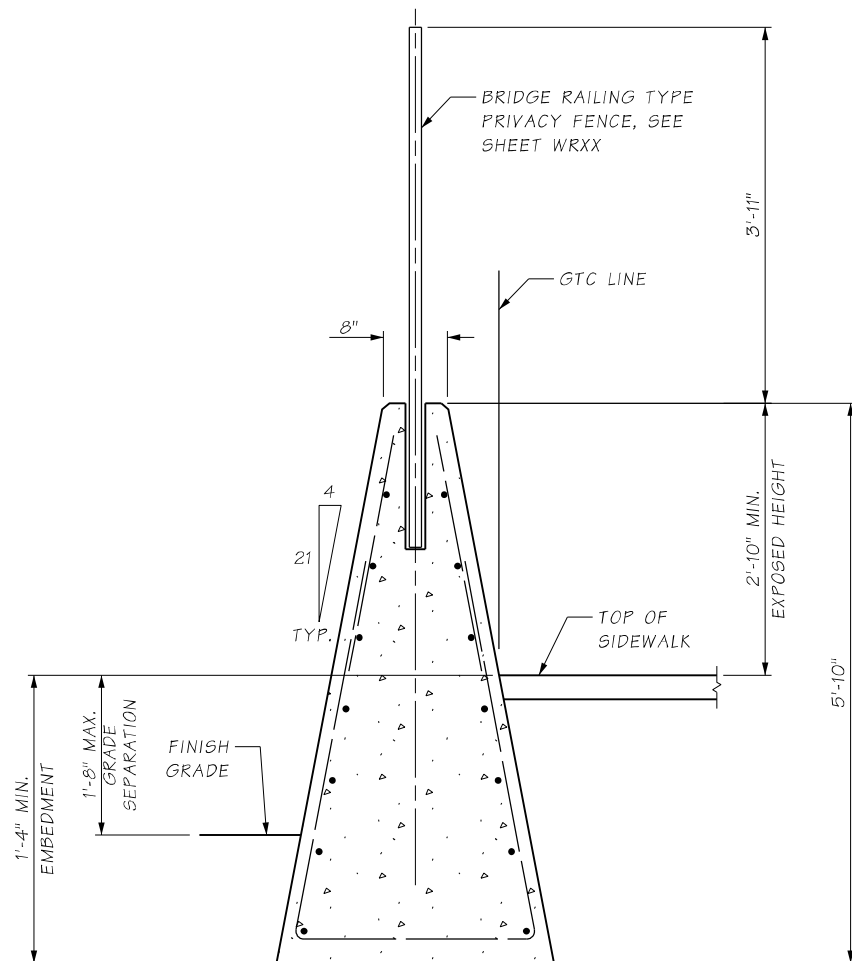
BRIDGE AND STRUCTURES OFFICE
 DATE _____



I-5 GRAVELLY-THORNE CONNECTOR SHARED USE PATH
 STRUCTURAL EARTH WALL TYPICAL SECTION - WALL 3 45

BRIDGE SHEET NO. **WR22**
 SHEET X OF X SHEETS

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 SK FILE NO. SHEET



RETAINING BARRIER TYPICAL SECTION

FOR LAYOUT AND REINFORCING DETAILS, SEE SHEET WRXX AND WRXX

Wall 4 - North Section
 (WSDOT to maintain all features on this sheet except for sidewalk)

Note:
 Wall 4 - South Section is currently in design. It will consist of a bottom wall of ground anchors, concrete fascia, and gravel backfill to support a structural earth wall on top. WSDOT to maintain all features of Wall 4.

Bridge Design Engr. A. LELAND	XL5814_PS_WR33_RETBARR_TYP.dgn		REGION NO.	STATE	FED. AID. PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor			10	WASH.			
Designed By			JOB NUMBER				
Checked By							
Detailed By A. VALENCIA							
Bridge Projects Engr.							
Prelim. Plan By							
Architect/Specialist	DATE	REVISION	BY	APP'D			
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BRIDGE AND STRUCTURES OFFICE
 DATE _____



I-5 GRAVELLY-THORNE CONNECTOR SHARED USE PATH
 RETAINING BARRIER TYPICAL SECTION 46

BRIDGE SHEET NO.	WR38
SHEET X OF X SHEETS	

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: 1/21/2025	TITLE: APPROVING THE 2025 CITIZENS ADVISORY BOARD, COMMITTEE AND COMMISSION WORK PLANS	TYPE OF ACTION:
REVIEW: 1/13/2025		<input type="checkbox"/> ORDINANCE NO.
		<input type="checkbox"/> RESOLUTION NO.
		<input checked="" type="checkbox"/> MOTION NO. 2025-07
	ATTACHMENTS: Work Plans	<input type="checkbox"/> OTHER

SUBMITTED BY: Michael Vargas, Assistant to the City Manager/Policy Analyst

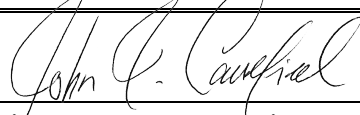
RECOMMENDATION: It is recommended that the City Council approve the 2025 citizen advisory board, committee, and commission work plans.

DISCUSSION: The City Council reviewed the work plans at the January 13th study session. The following changes have been made to the work plans:

- **Community Services Advisory Board:** On the schedule, added a row below the 4/15 line item, for a 5/12 City Council study session to review the opioid RFP scope of work
- **Parks and Recreation Advisory Board:** On the schedule, added “adopt-a-“program” update” to the 5/27 meeting, to capture an update about the City’s volunteer clean up program regarding street-ends, streets, and park sites.
- **Public Safety Advisory Committee:** Corrected meeting dates to 8/6, 10/1, and 12/3, respectively.

ALTERNATIVE(S): The City Council may choose not to approve the work plans, which the committees, boards, and commissions will need to review and make the desired changes before final City Council approval.

FISCAL IMPACT: There is no direct financial impact.

Michael Vargas Prepared by	 City Manager Review
John Caulfield Department Director	

AMERICAN LAKE – LAKE MANAGEMENT DISTRICT NO. 1 ADVISORY COMMITTEE 2025 ANNUAL WORK PLAN, BUDGET, AND MEETING SCHEDULE

Current Members:

Chair: Kate Read
 Vice-Chair: Richard Martinez
 Jeff Cox
 Thomas Blume(Camp Murray)
 Mary Dodsworth (City of Lakewood)
 Todd Zuchowski(JBLM) non-voting member

City Staff Support:

Weston Ott, City Engineer
 Katie Foster, Engineering Technician

Meeting Schedule 2025:

February, May, August, and December

2025 Work Plan & Budget:

1.	Aquatic vegetation surveys: Spring and Fall	\$1,500
2.	Formation Loan Repayment	\$2,800
3.	Invasive aquatic vegetation control/treatment	\$15,000
4.	Annual report, treatment permit, meetings	\$1,500
5.	Public education & outreach efforts	\$500
6.	Miscellaneous	\$300
7.	City administrative costs	\$2,000
	Total Estimated Costs	\$23,600

2025 Board Calendar:

Date	Topic(s)
Jan.	2025 work plan, budget, and schedule reviewed by City Council – chair and staff
Feb.*	Elect Advisory Committee Chair and Vice-Chair for 2025 – Review Budget
March	Prepare member outreach postcard or newsletter – committee and staff
May	Distribute member outreach postcard or newsletter – staff
May*	Spring 2 nd quarter board meeting
May	Conduct beginning of season aquatic vegetation survey – contractor
June-Aug	Conduct invasive aquatic vegetation control activities or herbicide treatment – contractor
Aug.*	Update to board on treatment activities
October	Conduct end of season aquatic vegetation survey – contractor
December	Review control/treatment report – committee
December*	Develop 2026 work plan, budget, and schedule based on 2024 activities, LMD needs, and available budget – committee

- **Board meetings are held quarterly.**



City of
Lakewood

ARTS COMMISSION 2025 WORK PLAN AND MEETING SCHEDULE

Members:

Emily Feleen Chair	Laura Martinez
Earl Borgert Vice-Chair	Lani Neil
Shauna Alexander	Darryl Owens
Nancy Camirand	Lua Pritchard
Donald Doman	Phillip Raschke
Sylvi Estrella	Adriana Serrienne
Adie Kleckner	Susan Warner

Council Liaison:

Patti Belle Councilmember

Youth Council

Bentley Webster	Nevaeh Tutt
Valeria Becerra	

City Staff Support:

Sally Martinez, Recreation Coordinator
Nikki York, Office Assistant

Meeting Schedule:

1st Monday of each month, 5:00 p.m., American Lake Room, Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499

2025 Work Plan:

1. Public Art Installations (murals, signal boxes)
2. Quarterly Rotating Artist Displays and Art Receptions
3. Continuing Education
4. Retreat
5. Special Events
6. Recruitment and Retention
7. Public Art for Capital Improvements

Date	Topic(s)
01.06.25	Elections, Committee reports, Public Art for Capital Improvements, rotating art reception dates
02.03.25	Committee reports, Public Art for Capital Improvements, Rotating Art
03.03.25	Committee reports, Public Art for Capital Improvements, set retreat date.
04.07.25	Committee reports, Fiesta de la Familia



City of
Lakewood

05.05.25	Committee reports, Fiesta de la Familia
06.02.25	Committee reports, Fiesta de la Familia, retreat planning
07.07.25	No meeting
08.04.25	Committee reports, Joint Commission preparation, retreat planning
09.08.25	Joint Council Meeting
10.06.25	Retreat Preparation, Committee reports, work plan prep
11.03.25	Parade Prep, Committee reports, work plan prep
12.01.25	Parade Prep, Work plan review, Committee reports, Election Prep

Special Events:

Date	Event
Jan 11	MLK Beloved Community Welcome Walk
Jan 13	MLK Reception for Rodney King
2 nd Qtr TBD	Artist Reception
May 31	Street Festival
June-August	Summer Concert Series
3 rd Qtr TBD	Artist Reception, Diane Oaki
Sept 6	Fiesta de la Familia
Sept. 8	Joint Commission Meeting
4 th Qtr TBD	Artist Reception Pierce College Students
Nov 7	Arts Commission Retreat
Dec. 6	Holiday Parade of Lights
Sept. 8	Joint Commission Meeting



City of
Lakewood

COMMUNITY SERVICES ADVISORY BOARD 2024 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Chair: Kyle Franklin
 Vice Chair: Darrin Lowry
 Laurie Maus
 Michael Lacadie
 Denise Nicole Franklin
 Shelby Taylor
 Gregory

Council Liaison:

Councilmember – Michael Brandstetter

Youth Council Liaisons:

Estrella Gonzalez-Sanchez
 Jaqueline Gonzalez-Mejia
 Lesli Rosales-Martinez
 Nathalye Lopez
 Reinida Benavente
 Ruffaro Guzha
 Sotiria Sexton

City Staff Support:

Director – Mary Dodsworth
 Coordinator – Shannon Bennett
 Jeff Gumm, CDBG/HOME Program Manager
 Martha Larkin, CDBG/HOME Program Coordinator

Meeting Schedule:

Third Wednesday of each month at 5:30 pm in the American Lake Conference Room

2025 Work Plan:

1. 2025 human services contract performance
2. 2026 human services funding recommendations
3. Approve 2024 CAPER
4. Public hearing on community development housing and service needs
6. Approve Draft CDBG/HOME 5 Year Consolidated Plan (Con Plan)
7. Opioid Funds Distribution Recommendation

Date	Topic(s)
1/15	<ul style="list-style-type: none"> • Elect Chair and Vice-chair • Review 2024 contract performance
2/18	<ul style="list-style-type: none"> • CDBG – Review draft 2025 Action Plan • Finalize Opioid Settlement Funds Community Assessment Method



**City of
Lakewood**

March	<ul style="list-style-type: none"> • Work with consultant on community needs assessment • Approve draft CDBG/HOME 5 YR Con Plan
4/15	<ul style="list-style-type: none"> • Continue Opioid Settlement funds discussion • Begin drafting Opioid Settlement Funds RFP Scope of Work
5/12	<ul style="list-style-type: none"> • Study Session w. Council Review Opioid Settlement funds RFP
5/20	<ul style="list-style-type: none"> • Draft Opioid Settlement Funds Request for Proposal (RFP)
6/17	<ul style="list-style-type: none"> • Finalize Opioid Settlement Funds RFP
July	<ul style="list-style-type: none"> • Release Opioid Settlement Funds RFP to public
8/19	<ul style="list-style-type: none"> • Review Opioid Settlement Funds proposals
9/16	<ul style="list-style-type: none"> • Review 2025 HS contract performance • Conduct 2026 Human Services Funding deliberations
October	<ul style="list-style-type: none"> • Joint session with City Council • Present 2026 human services funding recommendations • Present Opioid Settlement Funds recommendations • CDBG – adopt FY 2026 policies and funding strategies
November	<ul style="list-style-type: none"> • City Council Review of 2026 Human Services Funding Recs • Review feedback from City Council regarding human services funding and Opioid Settlement Funds recommendations • Anticipated 2026 Budget approval of HS Funding Recs
12/17	<ul style="list-style-type: none"> • Review 2026 annual work plan

Special Events:

Date: N/A

Event: N/A



City of
Lakewood

LAKEWOOD’S PROMISE ADVISORY BOARD 2025 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Chair: Kerri Pedrik
 Vice Chair: Julie White
 Dr. Joyce Loveday
 Ron Banner
 Megan Dempsey
 Alice Fong

Council Liaison:

Councilmember – Mary Moss

Youth Council Liaisons:

Alicia Stanford
 Ava Qualls
 Britany Robles
 Elijah Sta Ana
 Gabriel Flores
 Jada Martin
 Kasia King
 Sophia Lana Castro

City Staff Support:

Director – Mary Dodsworth
 Coordinator – Shannon Bennett

Meeting Schedule:

First Monday of each month at 7:30 am in the American Lake Conference Room

2025 Work Plan:

1. Review annual initiatives (Youth Mental Health, Safe Spaces and Genuine Adult and Peer Relationships)
2. Plan and host two workshops in 2025 to teach youth essential skills for life and/or and their future.
3. Work together and capitalize on school events, family nights and other youth activities.
4. Coordinate with Youth Council on annual summit

Date	Topic(s)
2/6	• Elect 2025 officers and discuss 2025 work plan.
3/6	• Begin discussions on hosting two youth workshops.
TBD	• Joint Meeting w/ Council



City of
Lakewood

TBD	<ul style="list-style-type: none"> Review Council comments from joint meeting
4/3	<ul style="list-style-type: none"> Continue planning youth workshops. Finalize Youth Summit planning.
4/12	<ul style="list-style-type: none"> Volunteer at Youth Summit
5/1	<ul style="list-style-type: none"> Debrief on Youth Summit Continue planning youth workshops
6/5	<ul style="list-style-type: none"> Initiate Youth Summit feedback into summer initiatives
7/3	<ul style="list-style-type: none"> Off for 4th of July Holiday.
8/1	<ul style="list-style-type: none"> Continue planning youth workshops
9/5	<ul style="list-style-type: none"> Review annual initiatives (SMART Goals focused on youth mental health, life skills, events held in safe spaces, and cultivating healthy adult and peer relationships)
10/3	<ul style="list-style-type: none"> Further discussion of annual initiatives for inclusion in 2026 work plan
11/7	<ul style="list-style-type: none"> Review the 2025 work plan and identify goals for 2026
12/5	<ul style="list-style-type: none"> Finalize Lakewood's Promise 2026 work plan

Special Events:

Date: TBD

Event: Host two youth workshops

Lodging Tax Advisory Committee (LTAC) 2025 Annual Work Plan and Meeting Schedule

Members:

Mayor Jason Whalen, Chair

Represent Businesses Authorized to Collect*

Jarnail Singh, Comfort Inn & Suites

DJ Wilkins, Best Western Lakewood

Represent Businesses Authorized to Receive *

Linda K. Smith, Lakewood Chamber of Commerce

Dean Burke, Travel Tacoma + Pierce County, WA

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

City Council Liaison: Not Applicable

City Staff:

Tho Kraus, Deputy City Manager

Dana Kapla, Assistant Finance Director

Meeting Schedule:

July - Joint Lodging Tax Advisory Committee Meeting.

September - Listen to presentations, rate and make funding recommendations.

November - Present recommendations to the City Council.

2025 Work Plan (tentative dates provided):

- Attend the Joint Lodging Tax Advisory Committee meeting to discuss the LTAC in general, review guidelines, past grants awarded, and potential funding available for 2026 grant awards. (July 7, 2025)
- Review lodging tax grant applications in advance of day-long presentations. The LTAC shall receive the applications at least 45-days before final action on or passage of proposals by the City Council. (September 12, 2025)
- Listen to presentations from potential lodging tax grant recipients. Review, rate, and make funding recommendations that are forwarded to the Lakewood City Council for their deliberations. (September 19, 2025)
- Meet on an as needed basis to review lodging tax grant applications for the next year and provide funding recommendations to the Lakewood City Council for their consideration and deliberations.
- Present recommendations to the Lakewood City Council. (November 10, 2025)
- Follow up with further review and recommendations as requested by the Lakewood City Council.
- City Council makes decision on LTAC recommendations. (November 17, 2025)



YOUTH COUNCIL ADVISORY BOARD 2025 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Chair: Chase Washington
Vice-Chair: Violet Johnson
Secretary: Alexandra Corona-Hernandez and Elijah Sta Ana
Communications Manager: Reinida Benavente

Abigail Babski	Kasia King
Alicia Stanford	Lesli Rosales-Martinez
Antonio Lanier	Lincoln Estrada Perez
Ava Qualls	Lucille Asadi-Mclaughlin
Bentley Webster	Lui Owejan
Bridget Holbrook	Nathalye Lopez
Britany Robles	Nathan Lewis
Efren Lopez	Nevaeh Tutt
EstrellaGonzalez-Sanchez	Reinida Benavente
Gabriel Flores	Ruffaro Guzha
Irie Hinkle	Salvador Cortes
Iymen Baharon	Sophia Lana Castro
Jada Martin	Sotiria Sexton
Jacqueline Gonzalez-Mejia	Valeria Becerra
	Zoe Clifford

Council Liaison:

Patti Belle
Trestin Lauricella

City Staff Support:

Director – Mary Dodsworth
Coordinator – Shannon Bennett

Meeting Schedule:

First and Third Monday, 4:45pm, Council Chambers

2024/25 Work Plan:

1. Update City Council on local youth initiatives.
2. Volunteer at City sponsored and community driven events.
3. Provide youth perspective to City Advisory Boards and Committees.
4. Increase community awareness of Youth Council.
5. Host youth focused events to include Youth Empowerment Summit.
6. Participate with Arts Commission and Nisqually Tribe on community art projects.
7. Provide youth perspective to Youth Academy summer programming.



Date	Event
1/6	Begin planning second youth focused event. Deliver youth report to City Council
1/11	Volunteer at Beloved Community Welcome Walk
1/21	Discuss Youth Academy summer programming with Michael Vargas. Continue planning Youth Empowerment Summit and second youth focused event.
2/3	Continue planning Youth Empowerment Summit and second youth focused event.
2/15	Hold as Potential date for second youth focused event hosted by Youth Council and Lakewood's Promise Advisory Board.
2/18	Continue planning Youth Summit.
3/3	Continue planning Youth Summit.
3/17	Continue planning Youth Summit.
4/7	Finalize Youth Summit Planning.
4/12	Host Youth Summit.
4/21	Recap Youth Summit.
5/5	Recap 2024/25 year of accomplishments and determine goals for 2025/26 year.
5/19	Host end of year event.
6/2	Last meeting. City Council recognition



City of Lakewood

PLANNING COMMISSION

2025 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members (Chair TBD 1/15/25):

Phillip Combs
Robert Estrada
Mark Herr
Linn Larsen

Philip Lindholm
Ellen Talbo
Sharon Wallace

City Council Liaison: Paul Bocchi

City Staff Support:

Tiffany Speir, Planning Division Manager
Karen Devereaux, Administrative Assistant

Meeting Schedule:

First and third Wednesdays at 6:30 PM; occasional special meetings

2025 Planning Commission Work Plan:

Work Plan Topic	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr
Election of 2025 Chair and Vice-Chair	X			
Review of 2025 Planning Commission Work Plan	X			
Review of City Council 2025-2026 Goals	X			
Review of 2025 Annual Housing Action Plan	X			
Shoreline Restoration Activities and Plan Review	X			
Multi Family Tax Exemption (MFTE) Residential Target Area (RTA) Updates	X			
Review and track implementation of Natural Environment & Climate Change Implementation Plan and Work Plan	X	X	X	X
Review 9 amendments for 2025 Comprehensive Plan Amendment Cycle	X	X		
Review 2025-2030 6-Year Transportation Improvement Program (TIP)		X		
Review of Climate Change Annual Report			X	X
Review amendments for HB 1181 Climate Change & Resiliency Part II (add Greenhouse Gas (GHG) and climate resiliency sub-elements to Energy & Climate Change Element. Update Land Use Element to: include green spaces, urban & community forests; give special consideration to achieving environmental justice in goals and policies; and reduce and mitigate the risk to lives and property posed by wildfires by using land use planning tools.)			X	X
2025 development regulation amendment package			X	X

Role of the Planning Commission:

The role of the Planning Commission is to assist the City Council in the following areas:

General Planning Issues:

- Review and provide recommendation to the City Council on the Draft CDBG 5-Year Consolidated Plan and Annual Action Plan;
- Receipt of Annual Housing Report;
- Assists City personnel in preparing and updating a Comprehensive Plan for the City in accordance with state law to be submitted to the City Council for consideration of adoption;
- Recommends new and amended land use and zoning regulations and other development regulations as deemed necessary and/or appropriate;
- Act as the research and fact finding agency of the City in regard to land uses, housing, capital facilities, utilities, transportation, and in regard to classification of lands as agriculture, forest, mineral lands, critical areas, wetlands and geologically hazardous areas;
- Undertakes surveys, analyses, research and reports as may be generally authorized or requested by the City Council;
- Cooperates with planning agencies of other cities and counties, to include regional planning agencies, in furtherance of such research and planning; and
- Annually provides to the City Council a report on progress made in implementing the goals and requirements of State law and on the status of land use policies and procedures within the city.

Redevelopment:

- Facilitate cooperation and coordination between various business groups and impacted neighborhoods on business issues;
- Facilitate the formation of specific neighborhood commercial business groups to assist in the enhancement of various existing commercial areas, aid in stabilizing and retaining commercial enterprises within these areas to maintain viability as a commercial area, and help in identifying specific needs of businesses within various commercial areas;
- Make recommendations to the City Council and to City staff for programs in which the City could or should participate to enhance commercial development opportunities in the City, which programs may be in cooperation with any appropriate private, public, civic or community agency, group or association of or in the City, county, state or federal government;
- Recommend ways and means of obtaining private, local, county, state or federal funds and other participation for the promotion of business development projects within the City, especially those of an incubator type;
- Work with City of Lakewood staff, City Council, task forces and other City/community based groups, as directed by the City Council, on relevant issues and projects; and
- Assist in data base development for the creation and maintenance of a community profile.

Transportation:

- Facilitate cooperation and coordination with the Planning & Public Works Department of the City on street, public works and transportation and infrastructure related projects and plans;
- Identify, evaluate and recommend to the City Council, City Manager and/or City staff policies and projects for the City, annual update of its Six-Year Transportation Plan, and for other transportation and infrastructure planning purpose of the City;
- Recommend ways and means of obtaining private, local county, state or federal funds for promotion of transportation and infrastructure facilities of the City;
- Advise the City Council on acquisition, replacement and maintenance of transportation and infrastructure facilities of the City;
- Advise the City as to the manner that public information on street related projects can best be disseminated, given the nature and/or scope of the projects; and
- Advise the City Council regarding transportation related facilities, needs and programs of the City, as may be referred by the City Council.



City of Lakewood

PARKS AND RECREATION ADVISORY BOARD 2025 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Jason Gerwen, Chair	Kate Read
Vito Iacobazzi, Vice-Chair	Janet Spingath
Alan Billingsley	Shelly Thiel
Annessa McClendon	

Council Liaison:

Ryan Pearson, Councilmember

Youth Council Liaison:

Zoe Clifford	Irie Hinkle
Alexandra Corona-Hernandez	Nevaeh Tutt

City Staff Support:

Mary Dodsworth, Director	Nikki York, Office Assistant
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Meeting Schedule:

4th Tuesday of each month, 5:30 p.m., American Lake Room,
Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499

2025 Work Plan:

1. Nisqually Partnership Project Update
2. Parks Capital Improvement Plan (CIP) Update
3. Special Event Update
4. Street End Project community outreach and design recommendation
5. Climate Change initiatives and Urban Forestry Program Update
6. Legacy Plan Update
7. Senior Services Update
8. Historic Preservation (H-barn, cemeteries, cottages, cultural resources)
9. Code Changes as requested by Council
10. Youth Council Update

Date	Topic(s)
01.28.25	Elect Chair /Vice-Chair, Review Council approved 2025 Work Plan,
02.25.25	Special Event Update, Legacy Plan Implementation Plan
03.08.25	Street End Project community outreach – Special Saturday meeting
04.22.25	Street End design options, Prepare for Parks Appreciation Day
05.27.25	Prepare for Joint Meeting with Council, Adopt-a-"Program" update, Youth Council recap
06.09.25	Joint Meeting with Council
06.24.25	Nisqually Partnership Project Update and Parks CIP Update
07.22.25	Historic Preservation (H-barn, cemeteries, cottages) Update
09.23.25	Climate Change initiatives and Urban Forestry Program Update
10.28.25	Senior Services Update, Camp Murray Improvement Project Update
11.25.25	Youth Council Update



Special Events:

Date	Event
01.11.25	MLK Beloved Community Welcome Walk
01.13.25	Rodney King Artist Reception
05.17.25	Youth Fishing Event
05.30.25	Street Festival
Tuesdays June -August	Summer Concert Series
Tuesdays June-August	Farmers Market
07.19.25	SummerFEST
09.06.25	Fiesta de la Familia
10.11.25	Truck & Tractor Day
12.06.25	Holiday Parade of Lights

Public Safety Advisory Committee (PSAC) 2025 ANNUAL WORK PLAN AND MEETING SCHEDULE

Members:

Chair Kamarie Wilson	Vice Chair Teresa Imholt-King
James Hairston	Ray Dotson
Mark Peila	Ken Witkoe
Julius Brown	Kristofer Alston

Council Liaison:

Councilmember Trestin Lauricella

City Staff Support:

Assistant Police Chief John Unfred
Administrative Assistant Joanna LaVergne

Meeting Schedule:

1st Wednesday of every other month, 5:15 p.m., Lakewood
Police Station and Virtual

2025 Work Plan:

1.	Neighborhood Association Revitalization
2.	PSAC Visibility-Farmers Market, SummerFest and Truck and Tractor Day

Date	Topic(s)
2/5	Neighborhood Associations Revitalization and Public Works Presentation
4/2	Farmer’s Market and SummerFest Prep and Parks Presentation
6/4	SummerFest and Farmers Market Prep
8/6	Truck and Tractor Day Prep and WSH Update
10/1	PSAC Elections And 2026 Work Plan, final Truck and Tractor Day prep
12/3	Finalize 2026 Work Plan

Special Events:

Date	Event
August 11th	*tentative* City Council/PSAC Joint Study Session
October 11th	Truck and Tractor Day
December 4 th ?	*tentative* Fallen Officer Food and Blood Drive



City of Lakewood

Parks and Recreation Advisory Board Meeting Minutes

Tuesday September 24, 2024

City of Lakewood – Council Chambers

6000 Main Street SW Lakewood, WA 98499

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

Telephone via Zoom: 253.215.8782 Participant ID: 920 3804 6123

CALL TO ORDER

Jason Gerwen called the meeting to order at 5:30 p.m.

ROLL CALL

Parks and Recreation Advisory Board Members Present: Jason Gerwen-Chair, Vito Iacobazzi- Vice Chair, Kate Read, Shelly Thiel, Anessa McLendon

Parks and Recreation Advisory Board Members Excused: Alan Billingsley, Janet Spingath

Staff Present: Mary Dodsworth – Director, Nikki York – Office Assistant

Youth Council Liaisons: Alexandra Corona-Hernandez-excused, Nevaeh Tutt-excused, Zoe Clifford-present

City Council Liaison Present: Ryan Pearson

APPROVAL OF MINUTES

VITO IACOBAZZI MOVED TO ADOPT THE PARKS AND RECREATION ADVISORY BOARD MEETING MINUTES OF TUESDAY JULY 23, 2024 SECONDED BY KATE READ NO FURTHER DISCUSSION. VOICE VOTE WAS TAKEN AND MPU.

PUBLIC COMMENT: Mary Bacon expressed concerns regarding street end encroachments. Mary Dodsworth responded that the City does not have an encroachment policy and that typically encroachments are identified and managed when development occurs. This topic may be added to a future Council agenda along with an updated shoreline management plan.

OLD BUSINESS

Street End Priority Matrix and Pilot Project Recommendation: Staff shared the results of the Council meeting that occurred the previous evening. Staff and PRAB Chair presented the recommendation of the PRAB from the July 23, 2024 meeting. Jason was pleased that the City Council supported the recommendation to move forward with the pilot project at the Westlake

location. There were comments about opening up other sites as well. Mary explained that once you open street end sites to the public, there is a responsibility to maintain the area and ensure risk management practices are followed. Vito Iacobazzi discussed the ongoing maintenance regarding blackberries and other invasive species. Council Member Ryan Pearson agreed with PRAB's recommendation and doing one site right and not opening up multiple sites.

Park Code Update: Mary Dodsworth provided an update to the park code that didn't go through a PRAB review to update. The code change included a definition for special events based on the results of our annual risk management audit. Council will approve our work program in January. Mary asked the board to review the code to see if there was anything they want to bring up to Council.

Directors Report: Mary Dodsworth welcomed Zoe and provided an update on the Youth Council Kick-off, Youth Summit, Farmers Market, SNAP and Market Match, Concerts, Fiesta de la Familia, Partners for Parks Harvest Hoe Down fundraiser.

BOARD MEMBER COMMENTS

Shelly Thiel commented that he is proud to be a resident of Lakewood. Whoever is in charge of Connections Magazine does a great job!

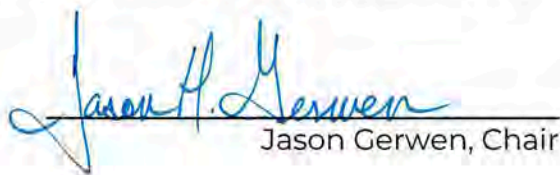
Vito Iacobazzi noticed that the house on Edgewater is down. He also asked when the shelter would be over the log.

NEXT MEETING

The next regular meeting of the Parks and Recreation Advisory Board is scheduled for Tuesday, October 22, 2024 at 5:30 p.m. in the American Lake Room at Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499

ADJOURNMENT

Vito Iacobazzi moved to adjourn the meeting at 6:08 p.m. Kate Read seconded. MPU.


Jason Gerwen, Chair


Nikki York, Office Assistant



**Arts Commission Meeting Minutes
Monday, December 2, 2024, 5:00p.m.**

City of Lakewood – American Lake Conference Room
6000 Main Street SW Lakewood, WA 98499
<https://www.youtube.com/user/cityoflakewoodwa>
Telephone via Zoom: 253.215.8782 Participant ID: 996 7750 5460

CALL TO ORDER

The meeting was called to order at 5:03 p.m.

ROLL CALL

Arts Commission Members Present: Emily Feleen-Chair, Earl Borgert-Vice Chair, Shauna Alexander, Nancy Camirand, Don Doman, Sylvi Estrella, Adie Kleckner, Lani Neil, Darryl Owens, Phil Raschke, Adriana Serrienne, Susan Warner

Arts Commission Members Excused: Laura Martinez, Lua Pritchard,

Staff Present: Sally Martinez- Recreation Coordinator, Nikki York- Office Assistant

Youth Council Liaison Absent: Bentley Webster, Nevaeh Tutt, Valeria Becerra

City Council Liaison Excused: Patti Belle

PUBLIC COMMENT

APPROVAL OF MINUTES

ADRIANA SERRIANNE MOVED TO ADOPT THE SPECIAL ARTS COMMISSION MEETING MINUTES OF OCTOBER 28, 2024. SECONDED BY LANI NEIL. VOICE VOTE WAS TAKEN AND MPU.

SHAUNA ALEXANDER MOVED TO ADOPT THE ARTS COMMISSION MEETING MINUTES OF NOVEMBER 4, 2024. SECONDED BY LANI NEIL. VOICE VOTE WAS TAKEN AND MPU.

DARRYL OWENS MOVED TO CORRECT THE RETREAT ARTS COMMISSION MEETING MINUTES OF NOVEMBER 8, 2024, TO INCLUDE THAT SUSAN WARNER AND PATTI BELLE WERE IN ATTENDANCE. LANI NEIL MOVED TO ADOPT THE RETREAT ARTS COMMISSION MEETING MINUTES OF NOVEMBER 8, 2024, WITH CORRECTIONS. SECONDED BY ADRIANA SERRIANNE. VOICE VOTE WAS TAKEN AND MPU.

NEW BUSINESS

Officer Elections: Emily Feleen & Earl Borgert are happy to continue as Chair and Vice-Chair. If anyone else is interested or would like to be nominated they can do so at the January meeting.

City Council Art Purchase: The Commission discussed purchasing City Art. Discussion included selection process, budget, number of pieces, where they would be on display, where they would be stored, insurance, establishing a collection policy, inventory, administration costs, lighting, and plinth research. This will require a subcommittee to do more research.

UNFINISHED BUSINESS

Retreat Recap: Sally Martinez thanked everyone that was able to attend. The board each shared a highlight and lowlight from the retreat. Highlights included excited to be a part of it, inspired to go home and get creative, food & the food demonstration, activity, speaker, great combination, enough time allotted to not feel rushed, the Youth Council members impressive art pieces, ways to partner with the Asia Pacific Cultural Center to gather oral histories and eliminate food waste, interest in adding art enrichment/education programs for families, Art in the Park, The only lowlight was from Nikki York regarding the technical issues that should be resolved for next year. Sally Martinez asked the commission what they thought of the speaker Lorra Jackson. The commission thought that she asked thought provoking questions and that they could've had a bit more time with her. The commission would like to invite her back.

2025 Work Plan:

The members agree upon the draft workplan.

Subcommittees: The commission decided that they will need subcommittees for plinth research, City Hall art collection policy, the general fund for art and public art education.

Beloved Community Mural Update: The mural will most likely be installed in March due to weather.

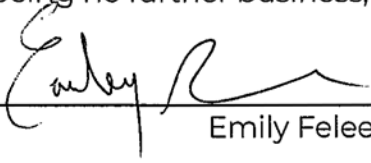
Rotating Artist Selection for 2025: Rodney King's art will show 1st quarter. Pierce College Students will show in 4th quarter. Send any artist recommendations to Sally Martinez for 2nd and 3rd quarter. The commission will review at the January meeting.

NEXT MEETING

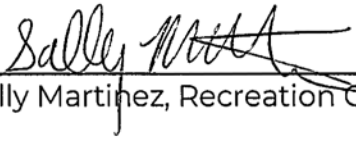
The next regular meeting of the Arts Commission is scheduled for Monday, January 6, 2025, at 5:00 p.m. in the American Lake Room at Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499

ADJOURNMENT

There being no further business, the meeting adjourned at 6:20 p.m.



Emily Feleen, Chair



Sally Martinez, Recreation Coordinator



LAKWOOD CITY COUNCIL STUDY SESSION AGENDA

Tuesday, January 21, 2025
Following City Council Regular Meeting
City of Lakewood
Council Chambers
6000 Main Street SW
Lakewood, WA 98499

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

Those who do not have access to YouTube can call in to listen by telephone via Zoom: Dial +1(253) 215-8782 and enter meeting ID: 868 7263 2373

Page No.1

CALL TO ORDER

ITEMS FOR DISCUSSION:

- (3) 1. Review of Ezee Fiber Franchise Agreement. – (Memorandum)
- (23) 2. Review of Five-Year 2025-2029 Consolidated Plan, 2025 Annual Action Plan and Analysis of Impediments to Fair Housing. – (Memorandum)

ITEMS TENTATIVELY SCHEDULED FOR FEBRUARY 3, 2025 REGULAR CITY COUNCIL MEETING:

- 1. Proclamation recognizing February, 2025 as Black History Month.
- 2. Recognition of Landmarks and Heritage Advisory Board members.
- 3. Youth Council Report.
- 4. Clover Park School District Report.

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. Granting Ezee Fiber, a non-exclusive franchise for the transmission of telecommunications in, through, over and under the rights-of-way of the City of Lakewood. – (Ordinance – Regular Agenda)
6. Authorizing the agreement for tax exemption regarding Residential Target Area Development for 11409 Kendrick, LLC. – (Resolution – Regular Agenda)

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, Deputy Mayor, and City Councilmembers

FROM: MICHAEL VARGAS, ASSISTANT TO THE CITY MANAGER/POLICY ANALYST

THROUGH: JOHN CAULFIELD, CITY MANAGER

DATE: JANUARY 21ST, 2025

SUBJECT: EZEE FIBER FRANCHISE REVIEW

ATTACHMENTS: Franchise Agreement, Attachments A and B

Background: Ezee Fiber, a telecommunication firm from Houston, Texas, approached the City to enter into a franchise agreement in 2024. Ezee intends to connect customers to high-speed fiber optic internet in communities along the I-5 corridor, to include Lakewood.

Lakewood Build-Out Plan:

- Proposed build-out plan is broken out into 5-6 phases
- 2 areas will be under construction at a time
- Areas are separated geographically to reduce overwhelming residents
- Approximately 26,500 total passings (connections to homes), both single-family and multi-family units

Process:

- 1) **Construction Notifications (Attachment A):** Multiple construction postcards will be sent starting at 60 days before construction. Door hangers placed on doors 2-5 days prior to construction on ROW. Hangers explain what to expect during construction, how to get help if needed, and promise to restore property. A second door hanger will be provided day of construction. "Lollipop signs", will be placed along path of fiber cable, where allowable and necessary.
- 2) **Technology (Attachment B):** Ground penetrating radar used to pinpoint utility lines (water, sewer, storm drains, etc.) without needing to cut into pavement and reduce service interruptions and damages.

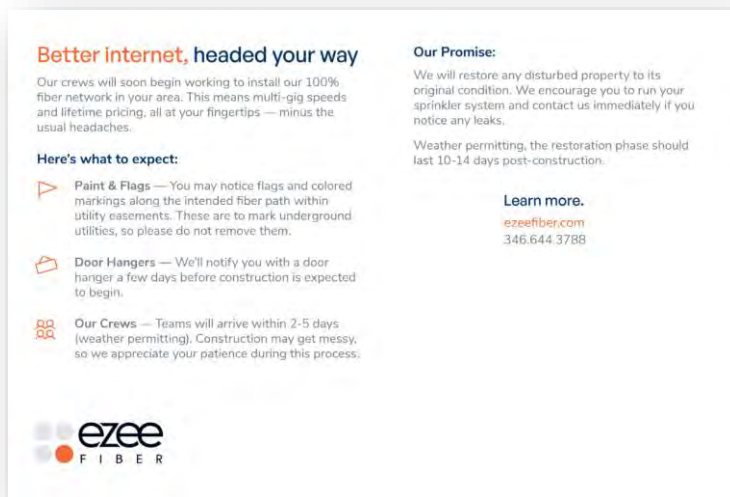
Franchise Agreement:

- Standard telecommunication franchise agreement, implemented with telecommunication providers last year (ex, Lightcurve).
- Pavement degradation fees are included in the franchise agreement, and Ezee is aware of the 5-year pavement moratorium in the City Engineering Standards Manual.

Construction Notification

Construction Postcard #1

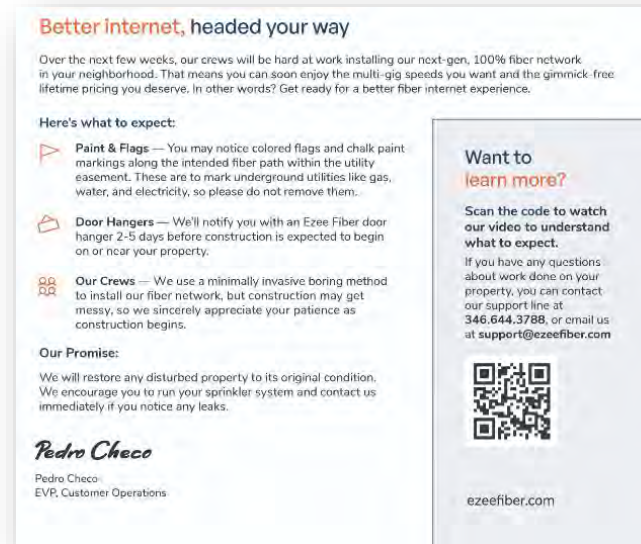
Sent to homeowners 60 (+/-) days before construction begins. It informs homeowners of what to expect during the Ezee Fiber construction process.



Example

Construction Letter #2

Sent to homeowners 45 (+/-) days before construction begins.



Example

Fiber Is Coming Postcard

Sent to homeowners 35 (+/-) days before construction begins.



Example

Construction Notification

Better Internet Headed Your Way

- First door hanger
- Placed on doors 2-5 days before construction begins on / near property
- Explains what to expect during construction
- How to get help if you need it
- Our Promise to restore your property

The front of the door hanger features a large red circle at the top with a horizontal line passing through its center. Below this is the ezeefiber logo, consisting of three colored dots (grey, blue, orange) followed by the text 'ezeefiber' in a sans-serif font. The main headline reads 'Better internet, headed your way.' in a mix of orange and grey. Below the headline is a paragraph of text explaining the upcoming fiber network construction and what to expect. At the bottom left is a QR code, and at the bottom right is a call to action to scan the code or visit ezeefiber.com, along with the phone number 253.260.3600.

ezeefiber

**Better internet,
headed your way.**

Over the next few weeks, our team will be hard at work setting up our next-gen, 100% fiber network in your neighborhood. Here's what to expect:

- You may notice flags and colored markings within utility easements. These are to mark underground utilities; please do not remove them. Construction may get messy, so we appreciate your patience.

Whether permitting, we will begin work along the easement of your property within 2-5 days.

Scan the code or visit ezeefiber.com to learn more.
253.260.3600

The back of the door hanger features a large red circle at the top with a horizontal line passing through its center. Below this is the heading 'Where will we be working?' in orange, followed by a paragraph explaining that work will be done in public utility easements or road rights of way. This is followed by 'What to expect?' in orange and a paragraph stating work will begin within 2-5 days. Then 'Our Promise.' in orange, followed by a paragraph promising restoration of property to original condition. A central image shows a 3D perspective of a room with a square hole in the wall, with the text 'Public right of way' above and below it. At the bottom is the heading 'Questions?' in white, followed by contact information for a local customer support representative at 253.260.3600.

Where will we be working?

A public utility easement or a "road right of way" is a specific portion of your property owned by the city to access and maintain city utilities. We will be working in these designated areas of your property during this process.

What to expect?

Weather permitting, we will begin work along the easement of your property within 2-5 days.

Our Promise.

We will restore any disturbed property to its original condition. After construction is complete, and weather permitting, the restoration phase could last 10-14 days.

Public right of way

Public right of way

Questions?

Contact a local customer support representative at 253.260.3600.

Example

Construction Notification

We Worked On Your Property Today

- Second door hanger
- Placed on the door the day of construction, informing homeowners we were there
- Reiterates how to get help with construction
- Our Promise to restore your property



A vertical rectangular card with a white background and a blue footer. At the top, there is a red circle with a horizontal line extending to the left. Below this, the text "We worked on your property today." is written in orange. Underneath, a paragraph explains that multi-gig 100% fiber internet is being brought to the neighborhood and that construction crews are working in public utility easements or road right-of-way areas. A section titled "Our Promise" states that the property will be restored to its original condition. At the bottom, there is an illustration of a blue sprinkler head with water droplets, and text encouraging homeowners to run their sprinkler/irrigation system and to contact support if they notice any leaks. The footer contains the "ezeefiber" logo, the tagline "For Life", and the email address "support@ezeefiber.com".

We worked on your property today.

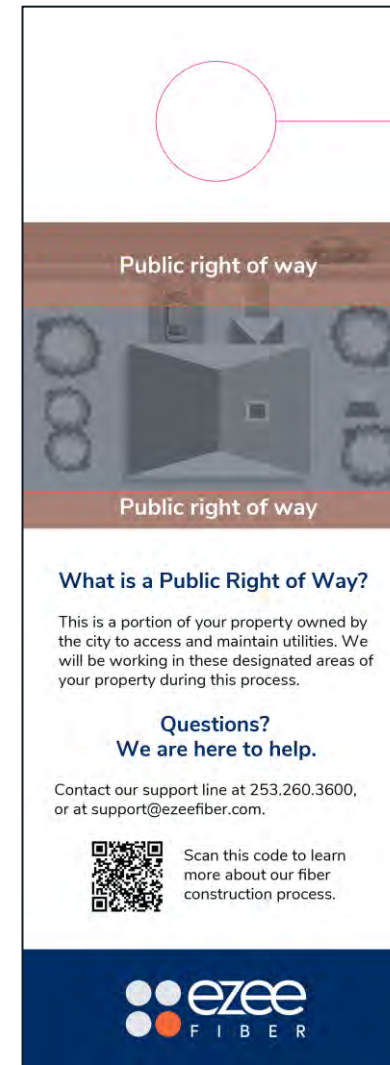
We're bringing our multi-gig 100% fiber internet to your neighborhood! Today, our construction crews were working in either your public utility easement or the road right of way.

Our Promise

We will restore any disturbed property to its original condition. After construction is complete and weather permitting, the restoration phase could last 10-14 days.

We encourage you to run your sprinkler / irrigation system in the areas we were doing construction. If you notice any leaks, please contact us immediately and we will send our repair team.

ezeefiber For Life
support@ezeefiber.com



A vertical rectangular card with a white background and a blue footer. At the top, there is a red circle with a horizontal line extending to the right. Below this, there is a photograph of a house with a red banner across the front that reads "Public right of way". Below the photo, the text "What is a Public Right of Way?" is written in blue, followed by a paragraph explaining that this is a portion of the property owned by the city for utility access. A section titled "Questions? We are here to help." provides contact information for a support line and an email address. At the bottom, there is a QR code and text instructing homeowners to scan it for more information. The footer contains the "ezeefiber" logo.

Public right of way

Public right of way

What is a Public Right of Way?

This is a portion of your property owned by the city to access and maintain utilities. We will be working in these designated areas of your property during this process.

**Questions?
We are here to help.**

Contact our support line at 253.260.3600, or at support@ezeefiber.com.

Scan this code to learn more about our fiber construction process.

ezeefiber

Example

Construction Notification / Identification

"Lollipop Signs" (where applicable)

To inform homeowners of our intended build path.



FIBER OPTIC CONSTRUCTION

**We're building a 100%
fiber optic network.**

The construction phase is temporary, and minimizing disruptions is our goal. If our work affects your property, we will make sure to restore it to its original condition after all construction is complete.

**Questions? Call 253.260.3600
EzeeFiber.com/fiber-construction**

Example: 4" x 4" approximate size

Example

Contractor Magnet



This is a magnet that is placed on the trucks of contractors while they are working.

CONTRACTOR FOR



253.260.3600 | EzeeFiber.com

New Market Announcement







Get ready, Des Moines.
It's time to celebrate.

Ezee Fiber internet is coming to your area!


ezeefiber.com | 253.300.6500


Should we throw a party? Yeah — invite the neighbors!

Ezee Fiber is bringing premium fiber internet to Des Moines. What does that mean? Multi-gig speeds with no data caps, contracts, or hidden fees. This is internet worth celebrating.

-  Lifetime pricing
-  No data caps
-  No contracts
-  99.99% reliability

OUR CUSTOMER REVIEWS

4.9 ★★★★★  6,000+ REVIEWS



Featuring 5 Gig & 8 Gig speeds.
Whole Home Wi-Fi 7 powered by eero.

Scan or call to pre-register.
253.300.6500 | ezeefiber.com

Example

Our Technology

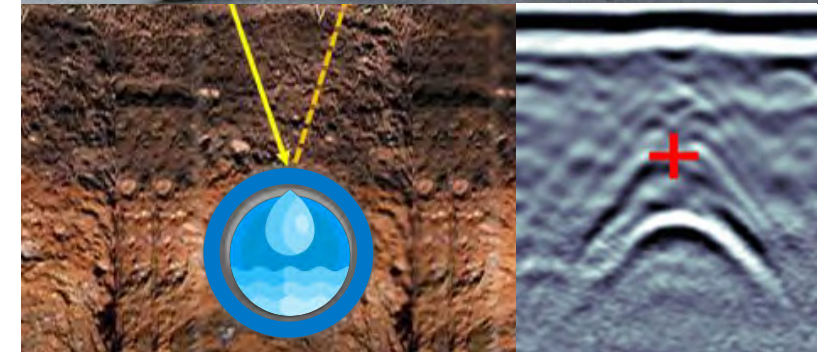
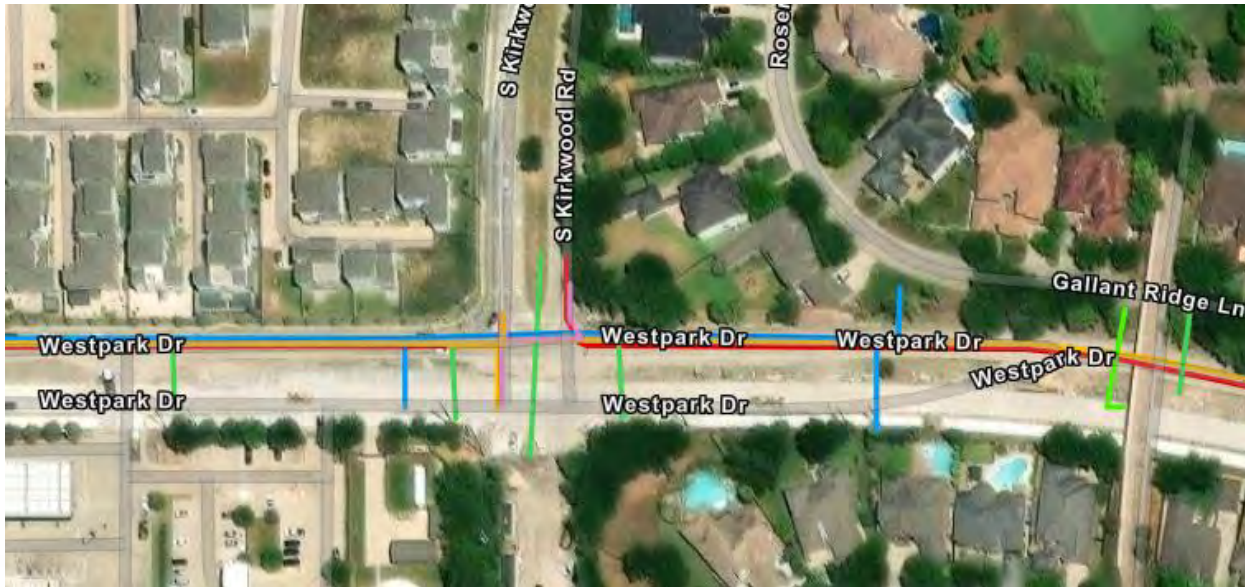
Advanced GIS systems help us serve you better!

Ground Penetrating Radar

- Helps pinpoint water lines, sewer lines, & storm drains
- Provides depth without having to cut asphalt
- Reduces service interruptions and damages

UtilityLines_GPR

- Water
- Storm_Sewer
- Comms
- Sanitary_Sewer
- Electric
- Gas
- Other
- Culvert
- Ditch
- ISP Route



ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY OF LAKEWOOD GRANTING EZEE FIBER, A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE RIGHTS-OF-WAY OF THE CITY OF LAKEWOOD.

WHEREAS, EZEE FIBER, a Texas-based limited liability company ("Grantee" or "Ezee Fiber") has requested that the City grant it the right to install, operate and maintain fiber optic and coaxial cable-based telecommunications facilities within the public Rights-of-Way of the City; and

WHEREAS, the Grantee plans to enter the Washington market to build telecommunication infrastructure to provide internet services to customers; and

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

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

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

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

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

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

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

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

D. "Facilities" means Grantee's fiber optic and coaxial cable telecommunications facilities constructed and / or operated within the City's Rights-of-Way, comprising of Leased Facilities and Owned Facilities and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

E. "Franchise" shall mean the initial authorization or renewal thereof, granted by the City, through this Ordinance, or a subsequently adopted Ordinance, which authorizes construction

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

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

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

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

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

Section 2. Franchise Area and Authority Granted.

A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across rights-of-way in the Franchise Area for purposes of telecommunications service as defined in RCW 82.04.065, but excepting RCW 82.04.065(27)(f) for purposes of this Franchise, and including Internet access service for purposes of this Franchise.

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

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

Section 3. Construction and Maintenance.

A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-

Way in accordance with Lakewood Municipal Code ("LMC") and so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Grantee shall obtain prior approval from the City of Lakewood Planning and Public Works Department, pay the applicable permit fees, to possible include the pavement degradation fee per Resolution No. 2018-14, and obtain any necessary permits for the excavation work pursuant to LMC. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the Lakewood Municipal Code and City of Lakewood Engineering Standards Manual. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the LMC and City Engineering Standards, the City may, on five (5) business days' written notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition if Grantee has not restored the excavation to a safe condition within the five-day notice period. In the event City must perform the restoration after the five-day notice period, Grantee shall pay to the City the reasonable cost of such work.

B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) business days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition if Grantee has not repaired the surface or subsurface failure to a safe and acceptable condition within the five-day notice period. In the event City must perform the repair after the five-day notice period, Grantee shall pay the reasonable cost of such work to the City.

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

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

Section 4. Location and Relocation of Facilities.

A. Grantee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities. If Grantee seeks to place new Facilities where there are no existing underground telecommunications or cable facilities and no above-ground utility poles, Grantee shall seek approval from the City to place Facilities in new underground locations or new poles as warranted.

B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each right-of-way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular right-of-way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its Facilities as ordered by the City, pursuant to notice as set forth in RCW Chapter 35.99.060(2), at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 5, Grantee agrees to protect and save harmless the City from any third party claims for service interruption or other losses in connection with any such change or relocation other than City's negligence or willful misconduct.

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

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

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

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

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

F. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of

its Facilities by any Person or entity other than the City, where the Facilities to be constructed by said Person or entity are not or will not become City-owned, operated or maintained Facilities; provided, that such arrangements shall not unduly delay a City construction project.

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

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

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

Section 5. Indemnification.

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

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

Section 6. Default.

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

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

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

Section 7. Nonexclusive Franchise.

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

Section 8. Franchise Term.

A. The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be five (5) years from the effective date of this Franchise. Absent six months' written notice of a desire to prevent renewal by either party to the other, the Franchise and the Agreement shall automatically renew, in the same form and under the same terms and conditions existing on the expiration date for an additional five-year term. There may be up to three (3) such renewals, not to exceed a total, between the original term and extensions, of twenty (20) years.

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

C. Grantee may terminate this Franchise upon six-months' written notice to City at any time during any five-year term provided for in Section 8.A. above, if providing notice that Grantee will terminate provision of telecommunications and telecommunications service, as set forth herein.

Section 9. Compliance with Codes and Regulations.

The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Lakewood, as they now exist or may hereafter be amended, including but not limited to the provisions of Lakewood Municipal Code. Nothing in this Ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of

the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

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

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

Section 10. Undergrounding.

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

Section 11. Record of Installations and Service.

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

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

C. Grantor agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, Grantor shall, so far as consistent with applicable law advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information

within a reasonable time. If Grantee believes that the disclosure of such documents by Grantor would interfere with Grantee's rights under federal or state law. Grantee shall institute an action in the Pierce County Superior Court to prevent the disclosure by Grantor of such documents, Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify and hold Grantor harmless from any claim or judgment including, but not limited to, any penalties or costs under RCW 42.17.

D. As-built drawings and maps of the precise location of any Facilities placed by Grantee in any Rights-of-Way shall be made available by Grantee to the City within ten (10) business days of the City's written request. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

Section 12. Shared Use of Excavations and Trenches.

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

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

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

Section 13. Insurance.

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

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

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

damage; and

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

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

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

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

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

Section 14. Bonding Requirement.

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

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

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

D. The rights reserved to the City by this Section 14 are in addition to other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of right under this Section 14 shall constitute an election or waiver of any rights or other remedies the City may have.

Section 15. Street Vacation.

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

Section 16. Assignment.

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

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

Section 17. Abandonment and Removal of Facilities.

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

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

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

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

Section 19. Miscellaneous.

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

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

C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

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

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

Section 20. Notice.

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

City of Lakewood: Planning and Public Works Director City of Lakewood 6000 Main Street SW Lakewood, WA 98499-5027	Grantee: Ezee Fiber Texas, LLC 5959 Corporate Dr., Ste. 2000 Houston, TX 77036 Attn: Legal Legal@ezeefiber.com
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Notice shall be deemed given upon receipt in the case of personal delivery, three (3) business days after deposit in the United States Mail in the case of regular mail, or the next business day in the case of overnight delivery.

Section 21. Alteration of Franchise.

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

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

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

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

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

F. It is the understanding of the parties that this franchise is limited to facilities necessary to provide Telecommunications Service. The parties to this agreement acknowledge that if the Grantee endeavors to provide services or utilities beyond the scope of this agreement, such additional services or utilities may be added to this franchise only by written addendum. Additional services or utilities may be subject to franchise fees, and state or local taxes as allowed by law.

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

Section 23. Administrative Fees and Reimbursement of Costs. As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon the Grantee. However, as provided in RCW 35.21.860, the City may recover from the Grantee actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW. The Grantee agrees to pay the City \$1,000 as an administrative fee to cover the cost to the City of preparing this franchise.

ADOPTED by the City Council this 21st day of January, 2025.

CITY OF LAKEWOOD

Jason Whalen, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

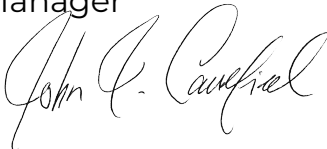
Accepted:

Name:
Ezee Fiber



TO: Mayor and City Councilmembers

FROM: Jeff Gumm, Housing Division Manager

THROUGH: John J. Caulfield, City Manager 
Jeff Rimack, PPW Director

DATE: January 21, 2025

SUBJECT: 5-YR Consolidated Plan (2025-2029), FY 2025 Annual Action Plan and Analysis of Impediments to Fair Housing

ATTACHMENTS: Exhibit A- Public Meeting & Public Hearing Comments
Exhibit B- Online Community Survey Results

The City is starting its process to create a new 5-Year Consolidated Plan and a new FY 2025 Annual Action Plan and is in the process of gathering public comment on the use of funds. These Plans are required as part of the CDBG/HOME funding process and require coordination with the City of Tacoma through the HOME Consortium process. Tacoma is also the lead entity in this process. As these Plans move forward for action, the City Council can use the existing Plans as reference points, or they can adopt amended Plans, *PROVIDED* they meet HUD's national priorities for the CDBG and HOME programs.

Let's talk process. The Consolidated Plan outlines the city's long-term community development needs, priorities, and strategic plan. The 5-YR Consolidated Plan outlines the city's long-term goals and objectives. Within the 5-YR Consolidated Plan, the city prepares an Annual Action Plan on a yearly basis which serves as an annual funding application to HUD and is submitted in mid-May. The Plan includes the area's expected funding resources and stated community development goals and provides information about planned projects including their geographic distribution and the activity categories and development objectives they fall under. The creation of the Consolidated and Annual Action Plans includes community outreach, public meetings, and the solicitation of funding requests from city government departments and local nonprofits of activities that could be funded.

The Consolidated Plan will be prepared with the assistance of a consultant (JQUAD Planning Group) that will follow prescribed guidelines as set forth by HUD. Components of a Consolidated Plan include consultation and citizen participation; housing and homeless needs assessment; housing market analysis; assessment of economic and employment conditions; assessment of available resources; a five-year strategic plan; and an annual action plan.

How does the City administer its CDBG and HOME programs? For FY 2025, the city anticipates it will receive approximately \$525,000 in CDBG and \$250,000 in HOME funding. City staff administers the CDBG program internally and jointly administers Lakewood’s HOME-funded programs with Tacoma serving as “lead entity” of the Tacoma-Lakewood HOME Consortium. As part of the consortium agreement with Tacoma, the Tacoma Community Redevelopment Authority (TCRA), in consultation with Lakewood, is authorized to review Lakewood’s (HOME) housing loans and proposals for housing development projects and make funding decisions based on projects which meet the lending criteria of the TCRA. The TCRA funds Lakewood projects out of Lakewood’s portion of the grant.

What does the calendar look like? Table 1 lists the CDBG/HOME Milestones & upcoming dates.

TABLE 1 CDBG/HOME MILESTONES & UPCOMING DATES	
Date	Action
September 20, 2024	Executed contract with JQUAD Planning Group to assist in the promulgation of Lakewood’s 5-YR 2025-2029 Consolidated Plan, 2025 Annual Action Plan (AAP), and Analysis of Impediments to Fair Housing (AI).
October 2024 – January 2025	Online survey for 5-YR Consolidated Plan. Conduct Needs Assessment of housing and community development needs. Conduct Market Analysis including housing and economic trends, barriers to affordable housing and population demographics.
October 16, 2024	Presentation to CSAB on 5-YR planning process.
November 13, 2024	Initial public hearing on 5-YR Consolidated Plan process before Human Services Community Collaboration monthly meeting.
December 3, 2023	Second public hearing on 5-YR Consolidated Plan before group of housing and services providers, governmental and quasi-governmental organizations, schools, fire, water, and County utilities.
December 4, 2024	Presentation to Planning Commission on 5-YR planning process.
January 21, 2025	<i>Council Study session on 5-YR planning process and 2025 AAP. City Council strategy session with consultant- JQUAD Planning Group.</i>

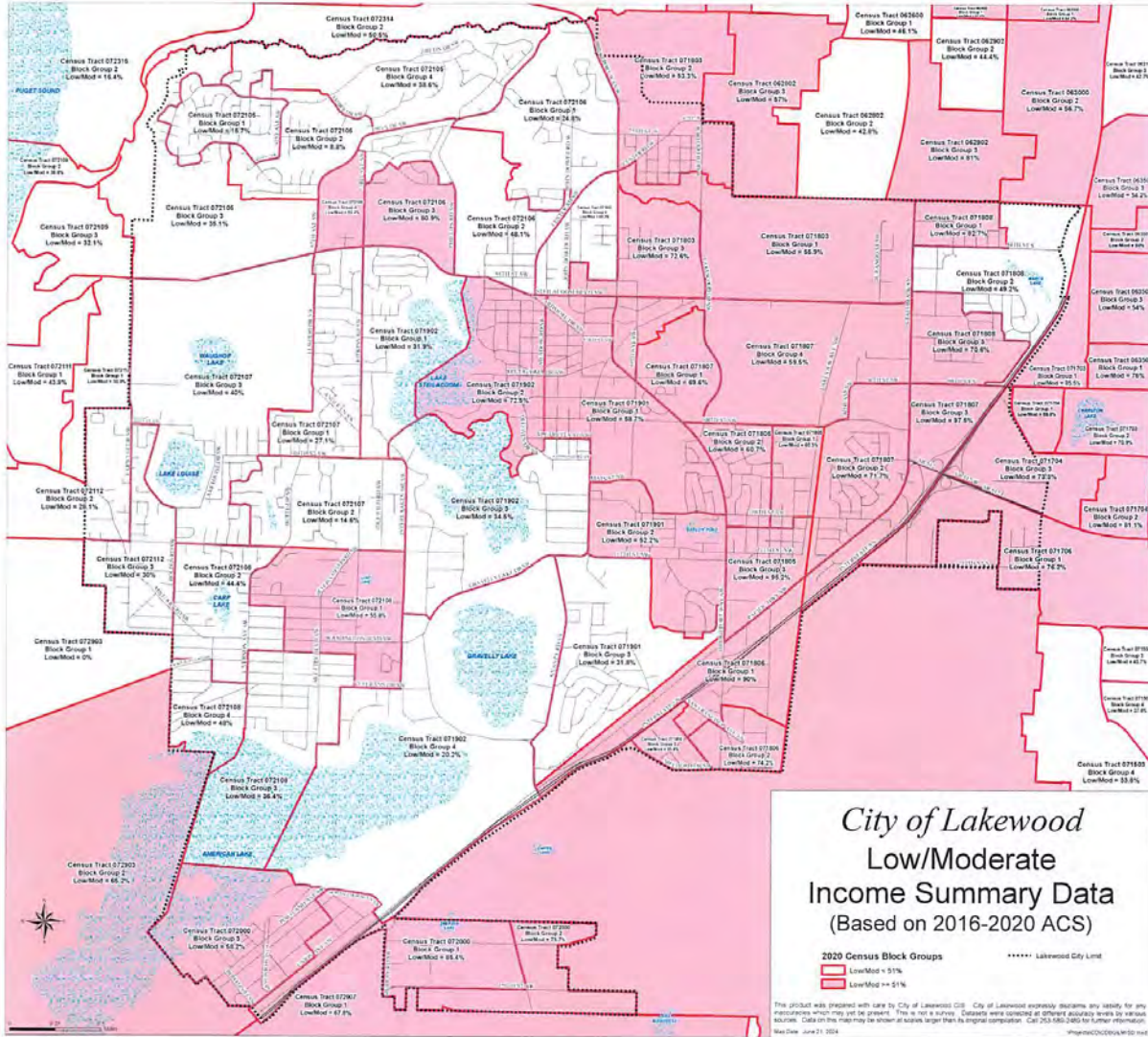
**TABLE 1
CDBG/HOME MILESTONES & UPCOMING DATES**

Date	Action
January – February 2025	Create Strategic Plan for 5-YR Consolidated Plan.
March 2025	Create draft of 5-YR Consolidated Plan, 2025 AAP and AI.
March 17, 2025	Council review of draft 5-YR Consolidated Plan, 2025 AAP and AI.
March 19, 2025	CSAB review of draft 5-YR Consolidated Plan, 2025 AAP and AI.
April 1 – April 30, 2025	Citizen 30-day review and comment period.
April 21, 2025	Lakewood City Council public hearing on the Draft 5-YR Consolidated Plan and 2025 AAP.
April 22, 2025	Tacoma City Council public hearing on the Draft 5-YR Consolidated Plan and 2025 AAP.
May 5, 2025	Lakewood City Council adopts 5-YR Consolidated Plan & 2025 Annual Action Plan.
May 6, 2025	Tacoma City Council adopts 5-YR Consolidated Plan & 2025 Annual Action Plan.
May 15, 2025	Lakewood/Tacoma submit 5-YR 2025-29 Consolidated Plan, 2025 Annual Action Plan, and AI to HUD.
July 1, 2025	Begin new program year.

Can the City spend CDBG/HOME funds anywhere in Lakewood? No.

Funds can only be spent in those areas designated as low/moderate income which are primarily residential. Low/moderate-income is defined as 80 percent of area median income. As part of the Tacoma-Lakewood HOME Consortium, area median income for Lakewood means the greater-Tacoma metro area. Low/moderate income areas include, but are not limited to, Tillicum, Woodbrook, Lakeview, Central Lakewood, Northeast Lakewood, and some parts of Oakbrook are considered low/moderate income areas and eligible for CDBG/HOME funds. There are exceptions to this rule, however. The city can and does fund single family repair/remodels anywhere throughout Lakewood provided the person residing in the household unit is the owner and they are low/moderate income. Another exception would be that a program, service or facility could be funded anywhere in Lakewood, provided it served at least 51% low/moderate income individuals on a daily basis. There are other exemptions where a program could serve persons who are “presumed” to be low-and moderate-income, like severely disabled persons, homeless, illiterate adults, battered spouses, elderly, abused children, and those living with AIDS. Please review the attached map, Figure 1, on the next page for details on low/moderate income areas in Lakewood.

FIGURE 1



Eligible uses for CDBG funds. Proposed CDBG projects must be consistent with broad national priorities for CDBG: activities that benefit low- and moderate-income people, the prevention or elimination of slums or blight, or other community development activities to address an urgent threat to health or safety. Monies cannot be spent on governmental buildings.

In summary, CDBG funds may be used for community development activities (such as real estate acquisition, relocation, demolition, rehabilitation of housing and commercial buildings), construction of public facilities and improvements (such as water, sewer, and other utilities, street paving, and sidewalks), construction and maintenance of neighborhood centers, and the conversion of public buildings, public services, and economic development and job creation/retention activities. CDBG funds can also be used for preservation and restoration of historic properties in low-income neighborhoods.

This list sounds extensive, but there are many conditions as to how these funds can be spent. Later, this memorandum will provide the City Council with some guideposts it may want to consider.

How about providing some more specific funding examples for CDBG?

1. The acquisition of real property which is blighted, deteriorated, deteriorating, undeveloped, or inappropriately developed from the standpoint of sound community development and growth.
 - *Ultimate use of acquired property must serve to benefit low/moderate income persons.*
2. Acquisition, construction, reconstruction, or installation of public infrastructure, works, facilities (except for buildings for the general conduct of government), and site or other improvements (including design features and improvements with respect to such construction, reconstruction, or installation that promote energy efficiency).
 - *Public works must be completed in primarily residential low/moderate income areas or serve 51% low/moderate income persons.*
 - Edgewater Park is a project that could qualify for CDBG funding as it is in a primarily residential low-income block group with limited access to neighborhood usage whereas it can be assumed that at least 51% of the users of the park would be from the neighborhood. On a separate note, the future downtown park would not qualify for CDBG funding as it is not in a primarily residential block group and its location in a primarily commercial corridor would preclude

CDBG investment. See attached map, Figure 2, for infrastructure project locations.

→ Program staff have looked to partner with Public Works to fund 6-YR TIP infrastructure projects as part of the 5-YR Plan. Projects such as sidewalks and streetlighting around Tye Park Elementary (11920 Seminole Rd. SW) and Pine St. S (off 84th St. S) roadway improvements are projects that are unfunded and would be perfect for CDBG funding (both projects are currently unfunded). According to Public Works, both projects could likely be accomplished in 2027-2029. See attached map, Figure 2, for infrastructure project locations.

3. Clearance, demolition, removal, and rehabilitation (including rehabilitation which promotes energy efficiency) of buildings and improvements (including interim assistance, and financing public or private acquisition for rehabilitation, and rehabilitation of privately owned properties and including the renovation of public or private buildings).
4. Special projects directed to the removal of material and architectural barriers which restrict the mobility and accessibility of elderly and handicapped persons.
5. Provisions of public services, concerned with employment, crime prevention, childcare, health, drug abuse, homelessness, education, energy conservation, housing counseling, welfare or recreation needs.

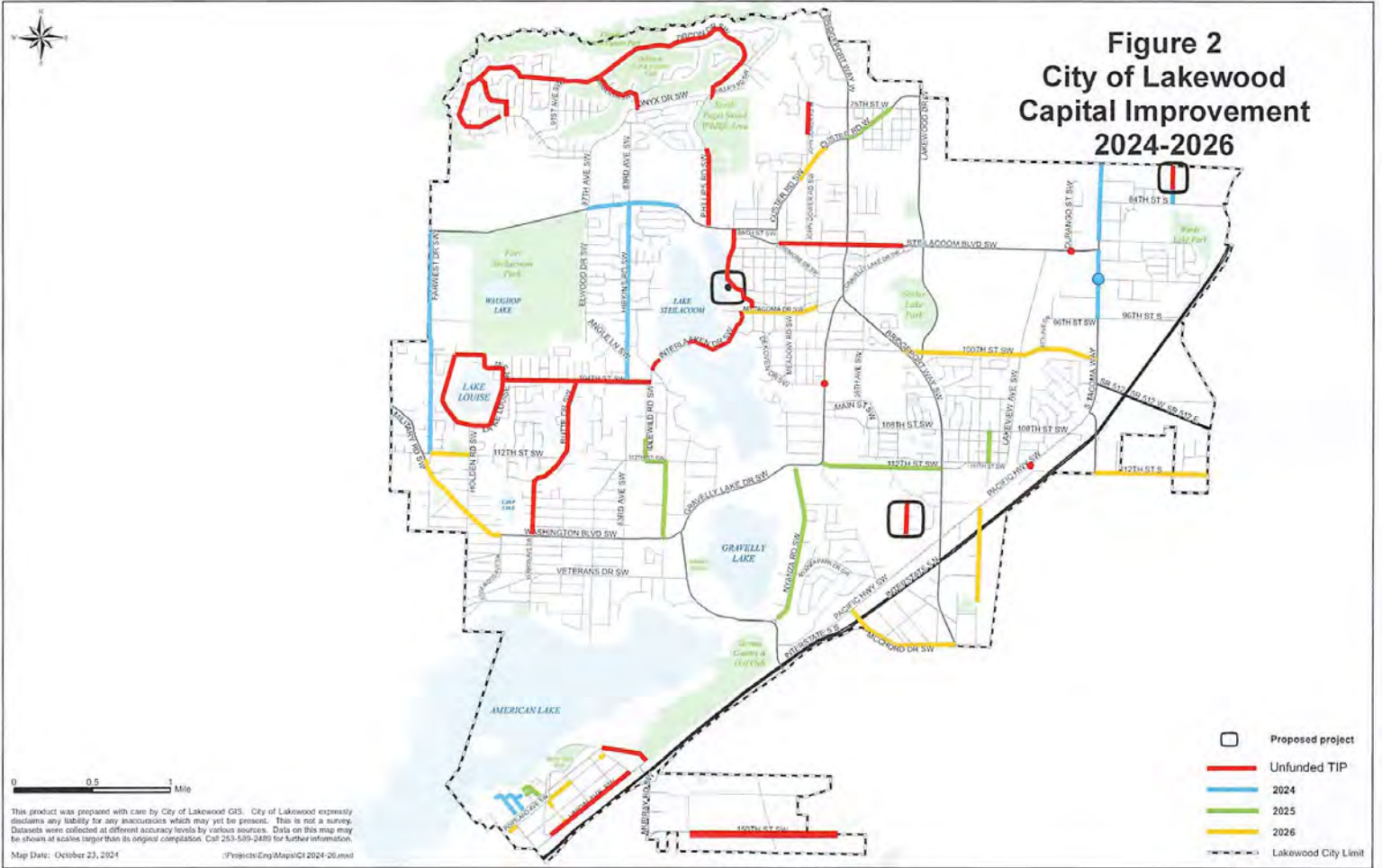
→ *However, the amount of the assistance is limited to 15 percent of the total annual CDBG award. If Lakewood were to receive \$525,000, the amount of the assistance cannot exceed \$78,750 including administration and monitoring costs which would be estimated at 20 percent of the \$78,750. Total public services dollars, minus administration and monitoring costs, would be estimated at \$63,000 annually.*

→ *Further, "supplanting" is not allowed. Federal law prohibits recipients of federal funds from replacing state, local, or agency funds with federal funds. Existing funds for a project and its activities may not be displaced by federal funds and reallocated for other organizational expenses.*

6. Relocation payments and assistance for displaced individuals, families, businesses, and organizations.

7. Assistance to private, for-profit entities, when the assistance is necessary or appropriate to carry out an economic development project.
8. The rehabilitation of existing or development the development of new affordable housing.
9. Assistance to facilitate substantial reconstruction of housing owned and occupied by low/moderate income persons.
10. Housing services, such as housing counseling, energy auditing, preparation of work specification, loan processing, inspections, tenant selection, relocation assistance, and other services related to assisting owners, tenants, contractors, and other entities.
11. Assistance to public and private organizations, agencies, including nonprofit and for-profit entities to enable such entities to facilitate economic development by: providing credit (including providing direct loans and loan guarantees, establishing peer lending programs) for the establishment, stabilization, and expansion of microenterprises; providing technical assistance, job training, advice, and business support services (including assistance, advice, and support relating to developing business plans, securing funding, conducting marketing, and otherwise engaging in microenterprise activities) to owners of microenterprises and persons developing microenterprises; providing general support (such as peer support programs and counseling) to owners of microenterprises and persons developing microenterprises.
12. Direct assistance to facilitate and expand homeownership among low/moderate income persons.

**Figure 2
City of Lakewood
Capital Improvement
2024-2026**



How much funding does the City anticipate and how much CDBG and HOME funding has the City received to date? Historically, CDBG/HOME are declining fund revenues. The allocations have continued to decline and the costs for providing services have generally increased. For 2025, it is anticipated the city will receive \$525,000 in CDBG and \$250,000 in HOME funding. Please review Table 2 below for historical funding from 2000 to 2024.

TABLE 2 CDBG/HOME FUNDING HISTORY		
Program Year	CDBG Allocation	HOME Allocation
2000	\$913,000	\$464,000
2001	943,000	513,009
2002	897,000	493,907
2003	806,000	472,463
2004	785,000	470,391
2005	741,650	446,682
2006	663,950	421,890
2007	660,268	420,595
2008	635,302	407,963
2009	641,051	452,294
2010	691,806	451,333
2011	577,790	397,519
2012	470,895	254,347
2013	481,598	236,999
2014	471,752	242,800
2015	467,748	197,270
2016	467,050	271,483
2017	484,366	213,228
2018	561,231	303,700
2019	563,124	309,690
2020	595,915	331,627
2021	581,801	322,924
2022	553,819	309,376
2023	542,464	341,255
2024	533,581	253,670
Totals	\$15,731,161	\$9,000,415

How do other communities spend their CDBG funds? Nationally, CDBG funds for 2024 look something like this:

- Public infrastructure (39.05 percent)
- Housing (25.44 percent)
- Administrative and planning (12.99 percent)
- Public services (10.49 percent)
- Acquisition (5.87 percent)
- Economic development (3.81 percent)
- Other (2.34 percent)

How has the City expended its CDBG funding? See Table 3 for historical expenditures for the CDBG program.

**TABLE 3
CDBG EXPENDITURES 2000 – 2024**

Program Year	Physical/ Infrastructure	Housing	Public Service	Economic Development	Administration	Section 108 Loan Payment
2000	\$537,860.10	\$102,275.13	\$34,030.65	\$0.00	\$103,618.22	\$0.00
2001	\$250,286.87	\$126,611.96	\$60,022.92	\$0.00	\$153,428.50	\$0.00
2002	\$451,438.00	\$357,309.63	\$78,145.68	\$0.00	\$144,068.86	\$0.00
2003	\$399,609.05	\$350,528.50	\$76,294.76	\$0.00	\$161,200.00	\$0.00
2004	\$294,974.47	\$407,591.69	\$80,490.00	\$0.00	\$136,552.91	\$0.00
2005	\$86,156.39	\$359,033.03	\$68,336.00	\$0.00	\$130,879.53	\$0.00
2006	\$164,000.00	\$486,607.03	\$70,645.37	\$0.00	\$99,091.68	\$0.00
2007	\$0.00	\$427,346.00	\$66,380.17	\$0.00	\$96,940.46	\$0.00
2008	\$9,871.81	\$412,526.83	\$66,818.21	\$0.00	\$108,065.99	\$0.00
2009	\$20,000.00	\$433,021.09	\$64,920.04	\$0.00	\$127,986.46	\$0.00
2010	\$522,544.00	\$133,536.78	\$84,394.14	\$31,947.85	\$131,686.11	\$0.00
2011	\$185,481.69	\$268,584.51	\$86,187.73	\$0.00	\$123,853.80	\$0.00
2012	\$0.00	\$280,854.87	\$34,701.05	\$0.00	\$100,871.31	\$0.00
2013	\$264,851.80	\$301,829.41	\$3,545.40	\$13,229.84	\$98,881.36	\$0.00
2014	\$160,000.00	\$188,138.86	\$48,065.71	\$0.00	\$108,853.98	\$0.00
2015	\$320,000.00	\$94,747.21	\$0.00	\$0.00	\$98,363.40	\$0.00
2016	\$321,937.57	\$164,351.72	\$0.00	\$0.00	\$106,967.67	\$0.00
2017	\$270,492.80	\$101,081.36	\$0.00	\$0.00	\$96,106.18	\$49,311.26
2018	\$300,000.00	\$220,546.92	\$0.00	\$0.00	\$102,580.28	\$49,812.66
2019	\$0.00	\$362,147.44	\$0.00	\$0.00	\$122,805.49	\$48,224.75
2020	\$0.00	\$725,297.27	\$0.00	\$0.00	\$106,919.53	\$0.00
2021	\$306,759.20	\$391,037.05	\$3,000.00	\$0.00	\$136,745.24	\$0.00
2022	\$0.00	\$363,567.35	\$94,250.00	\$0.00	\$118,210.50	\$0.00
2023	\$0.00	\$85,798.80	\$49,203.55	\$0.00	\$100,849.02	\$0.00
2024	\$0.00	\$40,870.73	\$23,171.86	\$0.00	\$37,033.67	\$0.00
TOTAL	\$4,866,263.75	\$7,185,241.17	\$1,092,603.14	\$45,177.69	\$2,852,560.15	\$147,348.67
*PI Included in Total	\$0.00	\$993,310.85	\$5,621.45	\$10,179.52	\$271,815.19	\$0.00

Okay, so you discussed CDBG, but what about HOME funds? In addition to CDBG, HUD also administers the HOME Investment Partnerships Program (HOME). HUD provides formula grants to states and localities - often in partnership with local nonprofit groups - to fund a wide range of activities including the construction, acquisition, conversion or rehabilitation of affordable housing for rent or homeownership, the provision of tenant-based rental assistance (security and utility deposit only program or monthly rental assistance), down payment assistance, on-site infrastructure improvements (when associated with an affordable housing project), or the capitalization of project reserves and other project-related soft costs (architectural, engineering, environmental, affirmative marketing, etc.). Ultimately, HOME

funded activities must result in the provision of affordable housing for low/moderate income households.

HOME funds for Lakewood are only available as part of the Tacoma-Lakewood HOME Consortium. As part of the consortium agreement with Tacoma, the Tacoma Community Redevelopment Authority (TCRA), in consultation with Lakewood, is authorized to review Lakewood's (HOME) housing loans and proposals for housing development projects and make funding decisions based on projects which meet the lending criteria of the TCRA. The TCRA funds Lakewood projects out of Lakewood's portion of the grant.

How about providing some more specific funding examples for HOME?

1. Single-family housing rehabilitation or construction.
 - Partnerships with organizations like Habitat for Humanity and Rebuilding Together South Sound continue to allow the city a much greater impact in the numbers of housing units constructed or rehabilitated.
2. The rehabilitation or construction of new affordable multifamily housing (including acquisition, conversion, and demolition).
 - For rental projects, HOME-assisted rental housing must comply with program rent limitations.
3. Tenant-based rental assistance programs, including security (not to exceed two months' rent) and utility deposit only program and/or monthly rental assistance, provided such assistance is consistent with the Consolidated Plan and justified under local market conditions.
 - Can be tailored by each funding jurisdiction to meet local need or Plan objective, can be tailored to serve a specific household type, may serve as many or as few households as it chooses, and can link assistance to a recipient's participation in self-sufficiency programs as a condition of assistance.
 - Cannot be used in conjunction with existing rental assistance programs that already reduce a tenant's rent payment to 30% of income (i.e. Section 8 Program). Must comply with certain rent limitations.
4. On-site infrastructure improvements such utilities, roads, sidewalks, lighting, site work, and certain environmental needs.

5. Project-related soft costs (architectural, engineering, environmental, affirmative marketing, relocation of tenants during demolition/rehabilitation, etc.).
6. Direct assistance to facilitate and expand homeownership among low/moderate income persons.

HOME funding in Lakewood has historically been used to build Habitat for Humanity housing in Tillicum and to support low/moderate income housing rehabilitation/remodels. Presently, the city is providing HOME assistance to LASA to construct 26 units of new affordable rental housing at their Gravelly Lake complex and funding to Habitat to construct 9 new single-family dwellings.

So there is CDBG and HOME, are there any other programs that we should know about?

Yes, under the Section 108 Loan Guarantee Program, HUD allows jurisdictions to borrow against future CDBG allocations, up to 5 times their current allocation, less any outstanding Section 108 principal balances due HUD. Under current program rules, the city could be eligible to borrow up to \$2,031,905 (current allocation of \$533,581 x 5, less current outstanding principal balance of \$636,000 (Curbside Motors (\$409,000) and LASA Prairie Oaks (\$227,000)).

The Section 108 Program provides communities with flexible financing for economic development, housing rehabilitation, public facilities, and other physical infrastructure projects. Section 108 offers recipients the ability to leverage their annual grant allocation to gain access to federally guaranteed loans large enough to pursue physical and economic development projects capable of revitalizing neighborhoods. Loans require a pledge of current and future CDBG allocations, as well as additional security to secure the loan.

The size of the guaranteed loan depends on several factors, including a community's maximum borrowing capacity under the program and an underwriting assessment of the project or loan fund. Section 108 can be used for specific projects or for communities to start a loan pool, similar to a line of credit for communities to fund multiple projects over time. Section 108 loans can be used with New Market Tax Credits (NMTC), and Low-Income Housing Tax Credits (LIHTC). Interest rates for the Section 108 program are based on three-month Treasury Auction Bill (TAB) rates, plus 35 basis points (currently at 4.57% (includes current TAB rate of 4.22 percent, plus 0.35 HUD fee)). However, recently the U.S. Treasury has added certain percentage points to these loans that make them less competitive (for 2024, HUD charges and additional fee of 1.64 percent of the principal loan amount), particularly when you add in administrative/monitoring costs, inability to prepay or pay off loan early, and general HUD conditions. Because of this, it not a program that the city would want to promote at this time.

Are there some pointers to help us decide on eligible projects?

1. This may sound strange, but the total estimated annual award of \$775,000 (\$525,000/CDBG & \$250,000/HOME), doesn't go that far (more so with increasing construction costs and land prices), so the City Council will want to pick its programs strategically. This entire process is about making choices and trade-offs. Remember that the city cannot be everything to everyone. Focused and continued effort typically generates the greatest long-term benefit.
2. "Process" is important in developing the Consolidated Plan and Annual Action Plans, but don't get bogged down in the plans' myriad of statistics and details. Use the data as a guide.
3. In order to maintain flexibility, keep your Consolidated Plan goals and objectives intentionally broad.
4. HUD requires "timely" spending requirements for CDBG and HOME. CDBG balances held for each jurisdiction cannot exceed 1.5 times their current years' allocation and HOME funds must be committed within two years and expended within four years. To ensure these requirements are met, programs should be selected which are consistent with the Consolidated Plan, relatively easy to implement, and somewhat consistent from year to year to ensure staff has adequate time to successfully develop and implement each program.
5. It is much easier to fund public infrastructure and housing programs than public service projects.
6. The housing category offers many options. The City Council can promote permanent supportive housing, construct new housing, provide housing rehabilitation, start a new tenant-based rental assistance program, or even fund shelters (services, new construction, or rehabilitation). However, with the ever-rising cost of construction and land, new housing development is something that is quickly outpacing current CDBG and HOME allocations. Support of housing programs will likely require a consistent multi-year approach and expanded partnerships to ensure successful outcomes.
7. It's "okay" to use CDBG funds to fund public services, but do so in moderation, and over the life of the consolidated plan (five years). The City Council should pick a specific category that the body wants to address. For example, job training, human services to low-income youth, homeless veterans, or health care.
8. If the City Council wants to fund a public service project, do not co-mingle federal dollars with general fund human services dollars. If this

happens, the city is required to meet the most stringent rules and federal administration/monitoring requirements.

9. When considering the funding of public infrastructure projects, consider the overall impact CDBG funding has on a public project and the timeline in which the project can be completed. CDBG triggers federal contracting requirements, including paying the higher of the state or federal prevailing wage rates, federal contracting requirements like Buy America Build America and Section 3 low-income employment standards for the general contractor, in addition to federal contract monitoring for CDBG and Public Works staff. Public infrastructure projects can certainly make a big impact, but long-term construction projects can also lead to an “untimely” expenditure of funds in terms of unexpended program balances.
10. TCRA controls Lakewood HOME funding. Lakewood would not receive HOME funding were it not for Tacoma’s generosity in forming the Tacoma-Lakewood HOME consortium. Lakewood must maintain good working relations with Tacoma’s Housing Programs Division and the TCRA Board.
11. SHB 1406 funding (affordable and supportive housing tax credit authorized under RCW 82.14.540) can be used independently or in connection with various CDBG or HOME programs. If used independently, SHB 1406 funding does not carry the onerous federal contracting and monitoring requirements; if paired with CDBG or HOME, federal rules apply to funding.
12. Provided that the city could find the right developer - experienced in public financing - use Section 108 loans, combined with NMTC, and LIHTC, could promote affordable housing.

What is the Analysis of Impediments to Fair Housing? In addition to the Consolidated Plan and Annual Action Plan, an Analysis of Impediments to Fair Housing (AI) must be conducted and submitted to HUD as the final piece of the consolidated planning process. As a requirement of funding, each jurisdiction must conduct an assessment of impediments to fair housing choice by identifying impediments and obstacles to fair housing for its citizens, and then identifying specific goals to ameliorate those impediments to ensure fair housing choice for all of its citizenry. As a part of the 5-YR Consolidated Plan, the cities of Lakewood and Tacoma will be conducting an update of each city’s AI to reflect current market conditions. The AI was last updated as part of the 2020-2025 consolidated planning process.

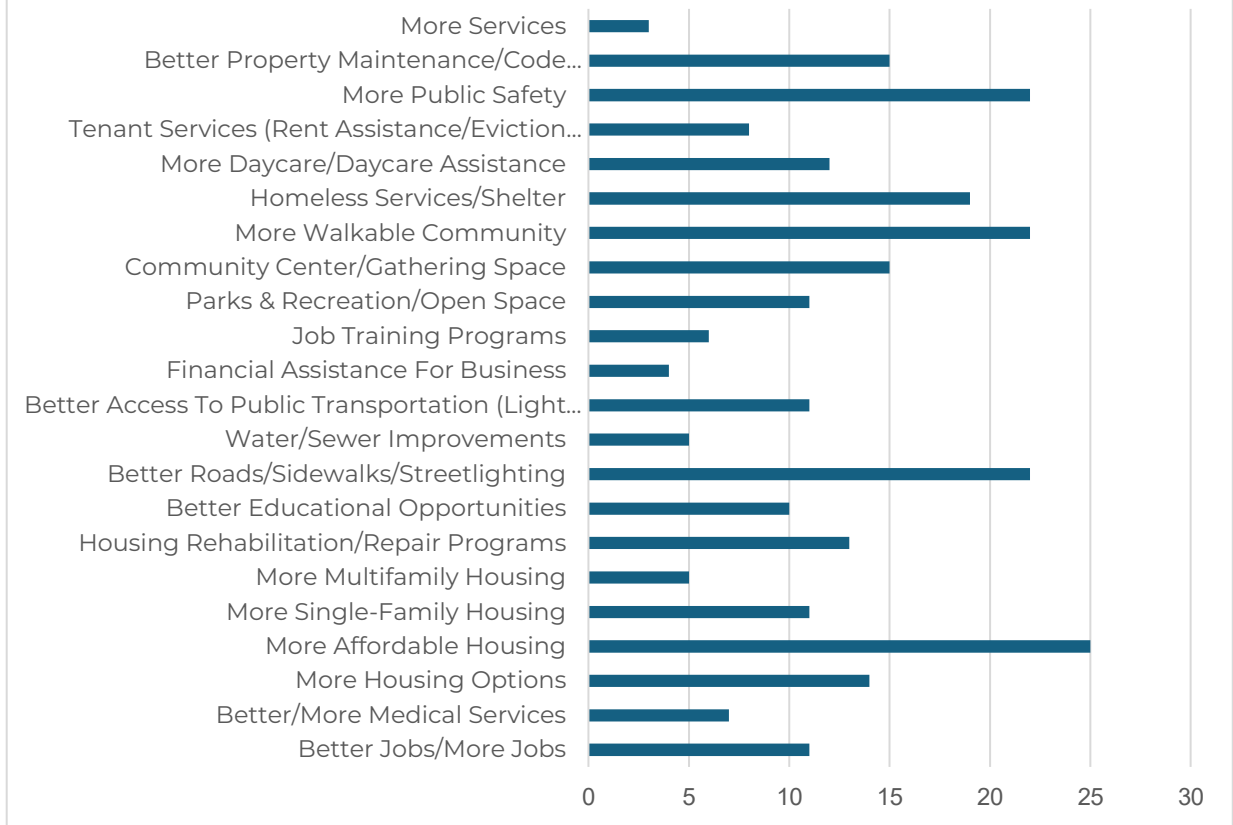
Who is providing consulting services to assist with the 5-YR Consolidated Plan, AAP and AI? In August 2024, staff issued an RFP for consulting services to assist staff in the preparation of the city’s 5_YR Consolidated Plan. Three

proposals were received and the contract for services was awarded to JQUAD Planning Group. JQUAD is a minority owned planning firm, based out of Plano Texas, with professional experience developing Consolidated Plans for multiple jurisdictions throughout the United States. JQUAD was contracted in September 2024 to provide services to assist in the creation of Lakewood's 5-YR Consolidated Plan, AAP and AI.

Where are we in the consolidated planning process? Submittal of the 5-YR Consolidated Plan typically takes between 4 and 5 months. The process involves extensive research and data collection, as well as citizen outreach and multiple public hearings. The city is presently at the beginning of the planning process and is gathering various economic data and demographics, as well as seeking public input in the planning process. Staff has conducted process outreach to the Community Services Advisory Board, Youth Council, and to the Planning Commission. Two public hearings have been conducted, the first on November 13, 2024 before the Human Services Community Collaboration monthly meeting, the second on December 3, 2024 targeting housing and services providers, governmental and quasi-governmental organizations, schools, fire, water, and County utilities. Comments received to date are attached as Exhibit A.

The city conducted an online survey on community needs as they relate to CDBG and HOME funding and the Consolidated Plan. A total of 57 responses were received. The survey will remain open until the end of February. Comments received to date are attached as Exhibit B. Of note were responses to question 5, "What improvements does your community need most?" See Table 4 for responses.

TABLE 4
 What improvements does your community need most? (Select up to five)



Starting in January 2025, JQUAD and city staff began developing the strategic plan and a draft of the 5-YR Consolidated Plan, AAP and AI. All draft documents will be presented to Council for initial review on March 17, 2025 for additional input. The draft document will then go through a 30-day public comment period and is set to come back to Council for final approval on May 5, 2025, with submittal to HUD on May 15, 2025.

CDBG 2025-2029 Five-Year Consolidated Plan
COMMUNITY SERVICES ADVISORY BOARD
October 16, 2024 – 5:30 pm

Attendees – City staff- Martha Larkin & Jeff Gumm. CSAB members- Kyle Franklin, Michael Lacadie, Nicole Denise Franklin, Laurie Maus, and Shelby Taylor.

No comments provided

CDBG 2025-2029 Five-Year Consolidated Plan
PUBLIC HEARING – Human Services Community Collaboration Meeting
November 13, 2024 – 9:00 a.m.

Attendees – Alice Fong- Ethical Leadership Group, Daniel Burdsell- TPC Health Department, Marianne Haynes- Project Access, Becca Pilcher- Rebuilding Hope, Susanne Pak- Answers Counseling, Marcos Sauri- Lakewood's CHOICE, Neirssa Roberts- YWCA, Erica Bartlett- TPC Health Department, Jesse Black- Springbrook Connections, Chris Davis- City of Lakewood, Aron Myracle - Oasis Youth Center, Lisa Watt Banks- Lakewood's CHOICE

Question – What do you see as the top three housing needs for HUD-qualified populations in Lakewood?

- Lakewood needs more affordable rental housing for families.
- Add housing but also find ways for people to connect and communicate their needs.
- Help people have ways of getting to know each other and build a sense of community.
- Invest in the people so they will gain education, skills, confidence, dignity.
- Funding to help people who are trying to apply for new housing. (Application Fees).
- A tiny home village like the one in Tacoma.
- Safe parking for unhoused people with cars or RVs.
- More ways to disseminate information to those who need it. Currently landlords are a resource.
- A central location for people to get information they need.
- Rental Assistance (first, last, deposit).
- More resources for those who earn just over the Medicaid limit.
- It is important to take into consideration that Lakewood is a hub for families and individuals being pushed out of Seattle & Tacoma due to gentrification and the growth of the military families & community making the areas surrounding JBLM their home.
- Need more local organizational involvement and resource sharing for children, youth, and families.

Question – What are some un-met or under recognized needs impacting specific HUD-qualified populations?

- Immigrant needs.
- Housing for youth (especially LGBTQ).
- Subsidies for housing seniors and veterans.
- Create/refurbish spaces for young people to play/be in.
- Opportunities for fostering.

- Engage more with citizens to be part of solutions.

Question – What types of housing or supportive services are most in demand, but least available?

- Need more low barrier housing. Along with being on a fixed income, you have folks who cannot get into housing because of their credit, owing previous landlord, high income requirements, etc.
- Need places that work with folks who have more barriers to get into safe and stable housing.
- Need transitional and permanent supportive housing.
- More affordable rentals for families. Affordable 2- or 3-bedroom rentals near schools and affordable housing complexes with ECEAP early learning center onsite or nearby.
- Safe and healthy housing standards for existing housing. (The Health Department appreciates Lakewood's Proactive Rental Housing Inspection Program).
- Transportation.
- Transportation helps people get better jobs.
- Opportunities to engage.
- Programs to assist homeowners to build and ADU to be used for low-income housing in the first 5 years.
- Supportive Services – food bank.
- Food storage lockers (Amazon style for pickup).
- An online resource guide tailored to a specific area (Lakewood).
- Resource Guide for Community Colleges.
- Organization of agencies to communicate, chat, and collaborate with their services.
- Resource Guide with QR code to access in multiple languages.
- More ECEAP/Early Learning.

CDBG 2025-2029 Five-Year Consolidated Plan
NEIGHBORHOOD CONNECTIONS LEADERSHIP GROUP
November 20, 2024 – 5:30 p.m.

Attendees – Christopher Davis, Program Coordinator
Neighborhood Connections Members - Lisa Boyd, Vicky Stanich, Sue Hawkins, Anne Gradner, Jeanne Ehlers, Melissa Fritts-Dougherty, Sherry Ankel, and Larry Woods

Question – What types of programs or services/activities do you feel are the greatest need for Lakewood citizens – affordable housing, services, infrastructure/community facilities, or economic development?

- Assistance for repairs and rehabilitation for deferred maintenance for owner-occupied housing.
- Find ways for people to connect and communicate their needs. A central location for people to get information they need on programs offered by City.
- Educational programs.
- Affordable apartment rents.
- Development of sidewalks in neighborhoods to promote safety.
- Program to help with illegal trash dumping; especially important in low-income neighborhoods.

Question – What are some un-met or under recognized needs impacting specific HUD-qualified populations?

- Long-time homeowners in Lakewood are worried about affordable housing coming to their neighborhoods. They don't understand what affordable housing is. Need to better educate the community on what "affordable housing" entails and actually means.
- High School kids don't have a clear understanding of the costs of housing/rent. Need financial literacy programs for youth.
- Affordable housing and the cost of rent were important issues.

Question – What types of housing or supportive services are most in demand, but least available in Lakewood?

- Move-in costs. First, last, deposit assistance to help people get started. Large barrier to low-income families looking to rent a house or apartment or to relocate and come up with the first, last and deposit for the move. Other renter assistance programs.
- Housing education programs.

- Need to find more ways of getting the word out about housing assistance programs the City and County offers.

Question – What alternative solutions or innovative supportive services or housing programs have you seen elsewhere that you believe would benefit Lakewood?

- A central location to share information at City Hall or elsewhere regarding available resources and programs.
- Have an open house for City services.
- Partner with the community and host a booth at fairs and other gatherings to distribute information.
- Collaborate with the local school district to increase awareness of students and their families. Advertise programs and services in the CPSD newspaper.
- Work with legislators to encourage rent stabilization.
- Provide resources for landlords to defend against negligent tenants and those who do not pay rent. Do not enact local legislation like Tacoma restricting a landlords' ability to manage properties, including the eviction process.
- Develop affordable apartments. Not enough military housing on base, so service members rent in Lakewood lessening the number of affordable units available to Lakewood citizens.
- Fix potholes.
- No more traffic circles.

CDBG 2025-2029 Five-Year Consolidated Plan
YOUTH COUNCIL MEETING
December 2, 2024

Attendees – Alexandra Corona Hernandez, Alicia Stanford, Ava Qualls, Bridget Holbrook, Britany Robles, Chase Washington, Elija Sta Ana, Gabriel Flores, Irie Hinkle, Iymen Bahron, Jada Martin, Kasia King, Leslie Rosales Martinez, Lincoln Estrada Perez, Luci Asadi McLaughlin, Lui Owejan, Nathalye Lopez, Nathan Lewis, Reinida Benavente, Ruffaro Ghuzha, Salvador Cortes, Sophia Lana Castro, Violet Johnson, and Zoe Clifford.

Affordable Housing Needs:

1. Rental caps: Minimize landlord's ability to increase rents by obscene amounts.
2. Help college graduates against being priced out of rental housing.
3. Be harsher on landlords neglecting health and safety issues.
4. High homeownership prices are an issue. Sellers requiring higher prices than appraised value.

Community Development:

1. Continue fixing our sidewalks and increase streetlighting.
2. Find more homeless resources to get them off the street.
3. More spaces for youth to hang out.
4. Fix potholes.
5. Trash and debris pick-up.
6. Implement heightened neighborhood safety methods.

No comments were made regarding economic development or public services.

CDBG 2025-2029 Five-Year Consolidated Plan
PUBLIC HEARING- Housing & Services Providers, Fair Housing Center of
Washington, TPCHD, PCHA, and other local quasi-governmental agencies.
December 3, 2024. 11:00 a.m.

Attendees – City Staff- Martha Larkin, Shannon Johnson and Jeff Gumm. JQUAD Planning Group staff- Robert Joiner & James Gilleylen. Attendees- Maureen Fife- Tacoma-Pierce County Habitat for Humanity, Hallie McCurdy- West Pierce Fire & Rescue, Adria Buchanan- Fair Housing Center of Washington, Jim Stretz- Pierce County Housing Authority, Victoria O’Banion- Northwest Cooperative Development Center, Erika Bartlett- Tacoma-Pierce County Health Department, Angela Del Grosso-Thompson- Pierce County Aging & Long Term Care, Adam Reichenberger- Tacoma-Pierce County Health Department, Marshall Meyer- Lakewood Water District, Shukri Sharabi.

Question- What do you see as the top three housing needs for low-and moderate-income populations in Lakewood? Other non-housing needs such as infrastructure, economic development or services?

- Affordable homeownership options. Maintenance of owner-occupied housing. Homeownership builds a sense of community.
- Stabilize seniors in their current housing. As costs continue to rise, seniors on fixed incomes are becoming more and more at risk of losing their housing.
- Maintaining existing rental housing. Rental Housing Safety Program is a good way for the City to ensure housing is safe.
- Preservation of ALL types of affordable housing – MF and SF rental, single-family owner occupied, and manufactured housing.
- Rehabilitation programs and funding for maintaining existing rental housing.
- Tenant-based rental assistance or other rental assistance program would be a positive. Jim Stretz (PCHA) cautioned that a full TBRA program providing monthly rental assistance is difficult to end once started.
- Need programs that fund maintenance and acquisition of affordable housing options.
- Infrastructure funding programs to assist with the costs of acquiring, developing or maintaining affordable housing. Many areas where affordable housing is located have outdated/aging infrastructure and some lack sewer. Federal funding may not be best option for funding infrastructure; City should pursue non-federal funding sources.

Question- What are some unmet or under-recognized housing needs impacting specific HUD-qualified “presumed” populations (i.e. youth, homelessness, veterans, domestic violence, disabled, elderly)?

- Rents are too high for seniors.
- Need more housing options at different income levels, not just 80% AMI and below. Need more options for households with incomes less than 30% AMI.

- Allow or provide for rentals by the room or other types of shared housing to lower rental costs for those with very low incomes or those who are just getting started out.
- Universal design and accessible housing is in very short supply. Need more housing options for disabled households. It is difficult to purchase a home and coordinate for accessible upgrades in time to complete the home purchase as others are also bidding on the same home and don't require such upgrades. Difficult for homebuyers to get bids and do work in a timely manner.
- Difficulty in financing expensive accessible upgrades to homes when purchasing; need funding assistance program to assist with this expense.

Question- What types of housing impediments are you aware of that are currently impacting low-income, minority, or other disadvantaged Lakewood populations? What steps does the City need to take to address them?

- No housing vouchers are currently available in Tacoma or Lakewood.
- Renter's insurance is something that is needed for all renters to ensure large expenses are not incurred in times of disaster, etc. Often renters who are forced to move temporarily or permanently are taxed by additional expenses that could have been covered by insurance (i.e. motel expenses, moving expenses, food, replacing household/personal goods, etc.).
- Older manufactured homes are not allowed in parks and many low-income households cannot afford new manufactured homes.
- Rents are too high for elderly and veteran households.
- Homeowner insurance rates continue to rise.

Question- What alternative solutions or innovative housing programs have you seen elsewhere that you believe would benefit Lakewood?

- Lakewood should consider designating Neighborhood Revitalization Strategy Areas (NRSA) as allowed by HUD to focus development and assistance and lessen some of the CDBG regulations.
- Manufactured housing zoning overlays that protect existing manufactured housing (Tacoma and Tumwater).
- Allow ADUs in manufactured home parks. The city should research to better understand the impact it would have before initiating such a program.
- Allow for changes to change title of manufactured homes in parks to consider such housing as real property rather than personal property. This change would allow for homeowners to gain access to conventional financing with longer terms and better interest rates, thus reducing housing costs to these low-income households. Real property status would allow better access to conventional financing for cooperatives and owners to finance repairs at a better rate and payment.
- Programs funding infrastructure upgrades and pre-development expenses such as earnest money, inspections, design, etc.

Lakewood, WA Analysis of Impediments, Fair Housing and Consolidated Plan Survey

Q1

Which of the following best describes the type of housing you currently live in? (Choose only one)

- Answered: 57
- Skipped: 0

Answer Choices	Responses
Accessory Dwelling Unit (ADU)	0.00% 0
Single Family home	77.19% 44
Mobile Home	5.26% 3
Duplex	0.00% 0
Condo/Townhouse	5.26% 3
Apartment Building	10.53% 6
Other	1.75% 1
TOTAL	57

Q2

How long have you lived in Lakewood?

- Answered: 57
- Skipped: 0

Answer Choices	Responses
Less than 1 year	1.75% 1
1-5 years	7.02% 4
6-10 years	7.02% 4
11-20 years	17.54% 10
21-30 years	19.30% 11
More than 30 years	47.37% 27
TOTAL	57

Q3

If you live in subsidized or assisted housing, please indicate what type.

- Answered: 57
- Skipped: 0

Answer Choices	Responses
Public Housing	0.00% 0
Housing Choice Voucher Section 8	0.00% 0
Tenant/Project based Section 8	0.00% 0
Low Income Housing Tax Credit (LIHTC) or other Federal Assisted Housing	1.75% 1
Don't know	1.75% 1
Does Not Apply	96.49% 55

TOTAL

57

Q4

Which of the following were the most important reasons you decided to live in Lakewood? (Check all that apply)

• Answered: 57

• Skipped: 0

Answer Choices	Responses
To live near family and friends	36.84% 21
To be close to work/ Access to job opportunities	45.61% 26
Accessibility of goods and services	21.05% 12
To be near public transportation	14.04% 8
Physical accessibility of the building	3.51% 2
Nearby schools for my children/grandchildren	28.07% 16
Safety in the neighborhood	28.07% 16
Affordability of housing	28.07% 16
I grew up here	19.30% 11
No choice/ Nowhere else to go	0.00% 0
Retire Here	24.56% 14
Other	15.79% 9

Total Respondents: 57

Q5

What improvements does your community need most? (Please check up to 5)

• Answered: 55

• Skipped: 2

Answer Choices	Responses
Better Jobs/More Jobs	20.00% 11
Better/More Medical Services	12.73% 7
More Housing Options	25.45% 14
More Affordable Housing	45.45% 25
More Single-Family Housing	20.00% 11
More Multifamily Housing	9.09% 5
Housing Rehabilitation/Repair Programs	23.64% 13
Better Educational Opportunities	18.18% 10
Better Roads/Sidewalks/Streetlighting	40.00% 22
Water/Sewer Improvements	9.09% 5
Better Access To Public Transportation (Light Rail/Bus)	20.00% 11
Financial Assistance For Business	7.27% 4
Job Training Programs	10.91% 6

Parks & Recreation/Open Space	20.00%	11
Community Center/Gathering Space	27.27%	15
More Walkable Community	40.00%	22
Homeless Services/Shelter	34.55%	19
More Daycare/Daycare Assistance	21.82%	12
Tenant Services (Rent Assistance/Eviction Prevention)	14.55%	8
More Public Safety	40.00%	22
Better Property Maintenance/Code Enforcement	27.27%	15
More Services	5.45%	3
Total Respondents: 55		

Q6

Do you currently rent your home, own your home, or something else?

- Answered: 57
- Skipped: 0

Answer Choices	Responses
Rent from a Housing Authority	0.00% 0
Rent from a private landlord	12.28% 7
Rent/Share a Room	0.00% 0
Own	84.21% 48

Live with family or friends	1.75%	1
Shelters, or Temporary Housing	0.00%	0
Special Needs or Senior Housing	0.00%	0
Rent Space in Mobile Home Park	1.75%	1
TOTAL		57

Q7

During the past three (3) years, how have the overall housing costs for your current home changed?

- Answered: 57
- Skipped: 0

Answer Choices	Responses
Increased	87.72% 50
Decreased	0.00% 0
Stayed The Same	7.02% 4
Not Applicable	5.26% 3
TOTAL	57

Q8

How satisfied would you say you are with the quality of the housing you currently live in?

- Answered: 57
- Skipped: 0

Answer Choices	Responses
Satisfied	73.68%

	42
Somewhat Satisfied	17.54% 10
Somewhat Dissatisfied	8.77% 5
Dissatisfied	0.00% 0
Don't know	0.00% 0
TOTAL	57

Q9

Are you a Student? If so, which of the following best describes where you live?

- Answered: 57
- Skipped: 0

Answer Choices	Responses
Dorm	0.00% 0
On Campus Apartment	0.00% 0
Student Off Campus Apartment	0.00% 0
Other Apartment	0.00% 0
Townhouse	0.00% 0
House	0.00% 0
With family/relatives	10.53% 6
Not A Student	89.47% 51

TOTAL

57

Q10

During the past five years, have you applied for a loan to purchase a home, to refinance your mortgage, or to take equity out of your home?

- Answered: 57
- Skipped: 0

Answer Choices	Responses
Yes	17.54% 10
No	66.67% 38
Does Not Apply	15.79% 9
TOTAL	57

Q11

If you have ever applied for a home loan and your application was NOT approved, which of the following reasons were you given? (Check all that apply)

- Answered: 8
- Skipped: 49

Answer Choices	Responses
My/Our income level was too low	50.00% 4
The amount I/We had for a down payment was too low	25.00% 2
How much savings I/we had was too little	12.50% 1
The value of my property was too low	12.50% 1
My/Our credit history or credit score(s) was too low	50.00% 4

Total Respondents: 8

Q12

During the past five years, have you looked for a new place to live?

- Answered: 57
- Skipped: 0

Answer Choices	Responses
Yes, looked for a home/place to Rent	3.51% 2
Yes, looked for home/place to Buy	28.07% 16
No	68.42% 39
TOTAL	57

Q13

If you answered Yes to Question 13, did you have trouble finding safe, quality housing that you could afford in a neighborhood you would like to live in?

- Answered: 53
- Skipped: 4

Answer Choices	Responses
Yes,	22.64% 12
No	16.98% 9
Does Not Apply	60.38% 32
TOTAL	53

Q14

If you answered Yes to Question 14, do you think it was because of any of the following: (Check all that apply)

- Answered: 50

- Skipped: 7

Answer Choices	Responses
Race/ethnicity	0.00% 0
Religion	0.00% 0
Disability	0.00% 0
Sexual Orientation	0.00% 0
Pregnant or having children	0.00% 0
Sex/Gender	0.00% 0
Age	8.00% 4
Marital status	2.00% 1
Criminal History/ Record	0.00% 0
Source of income	10.00% 5
Does Not Apply	86.00% 43

Total Respondents: 50

Q15

What is your income range?

- Answered: 55
- Skipped: 2

Answer Choices	Responses
\$0 - \$25,000	5.45% 3

\$25,000 - \$50,000	20.00%	11
\$50,001 - \$75,000	20.00%	11
\$75,001 - \$125,000	29.09%	16
\$125,001 - \$200,000	12.73%	7
More Than \$200,000	12.73%	7
TOTAL		55

Q16

What is your Household Size?

- Answered: 56

- Skipped: 1

Answer Choices	Responses
Household Size - 1	19.64% 11
Household Size - 2	55.36% 31
Household Size - 3	10.71% 6
Household Size - 4	7.14% 4
Household Size - 5	5.36% 3
Household Size - 6	1.79% 1
Household Size - 7 +	0.00% 0
TOTAL	56

Q17

What is your age?

• Answered: 57

• Skipped: 0

Answer Choices	Responses
Under 18	7.02% 4
18-24	1.75% 1
25-34	1.75% 1
35-44	3.51% 2
45-54	3.51% 2
55-64	14.04% 8
65+	68.42% 39
TOTAL	57

Q18

What is your gender?

• Answered: 57

• Skipped: 0

Answer Choices	Responses
Male	33.33% 19
Female	64.91% 37
Other	1.75% 1
TOTAL	57

Q19

Do you consider yourself Hispanic, Latino or of Spanish Origin?

- Answered: 56
- Skipped: 1

Answer Choices	Responses
Yes, Hispanic, Latino or of Spanish Origin	12.50% 7
No, Hispanic, Latino or of Spanish Origin	87.50% 49
TOTAL	56

Q20

What is your race?

- Answered: 56
- Skipped: 1

Answer Choices	Responses
American Indian or Alaskan Native	0.00% 0
Asian	0.00% 0
Black or African American	0.00% 0
Native Hawaiian or Other Pacific Islander	0.00% 0
White	85.71% 48
Asian & White	1.79% 1
Black or African American & White	1.79% 1
American Indian or Alaskan Native & White	1.79% 1

American Indian or Alaskan Native & Black or African American	0.00%	0
Other/Multi	8.93%	5
TOTAL		56

Q21

Which of the following describes your current status?

- Answered: 57
- Skipped: 0

Answer Choices	Responses
Employed full-time	17.54% 10
Employed part-time	8.77% 5
Unemployed and looking for work	1.75% 1
Unemployed and not looking for work	0.00% 0
Unable to work due to a disability	0.00% 0
Stay-at-home caregiver or parent	0.00% 0
Retired	64.91% 37
Student	5.26% 3
Other	1.75% 1
TOTAL	57

Q22

Do you believe housing discrimination occurs in your local area?

- Answered: 56
- Skipped: 1

Answer Choices	Responses
Yes	19.64% 11
Likely	26.79% 15
Unlikely	23.21% 13
No	30.36% 17
TOTAL	56

5-YR 2025-2029 Consolidated Planning Process

**Department of Planning
& Public Works**



JQUAD PLANNING GROUP, LLC



**Urban Planning, Economic Development,
Housing, Community Development, and
Disaster Recovery Consultants**

Located in the Dallas, Texas Metroplex

**Corporate Address: 6010 West Spring
Creek Parkway, Plano, Texas 75024**

Incorporated in 1994

Contact Person: James Gilleylen, President

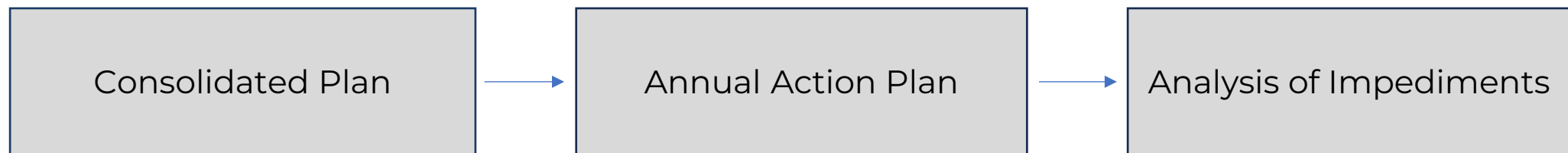
Phone: (214) 533-9028

Email: gilleylenj@jquad.com



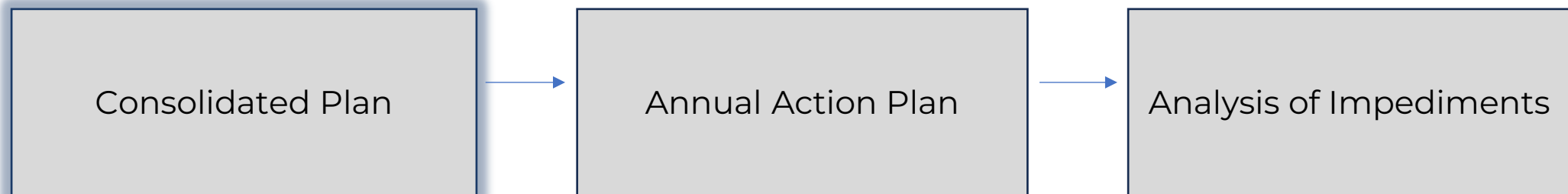
General Planning Process – CDBG & HOME

- Three-part process used to identify housing and community development priorities that align and focus funding for the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, and other HUD-related formula grants for entitlement and competitive grant programs.
- Typically, an 8-month process – October to May
- Submitted to HUD no later than May 15 (HUD programmatic deadline) .



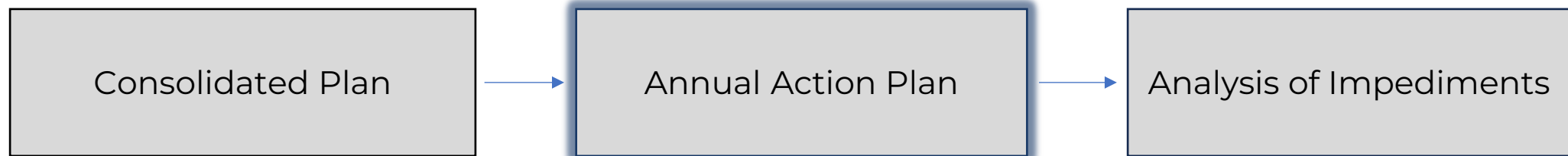
General Planning Process – CDBG & HOME

- Consolidated Plan – Establishes the general framework for investment and outcomes over a five-year period.
- Components of the Consolidated Plan are:
 - Needs Assessment
 - Market Analysis
 - Strategic Plan
 - One Year Action Plan
 - Impediment and Remedial Actions to Fair Housing



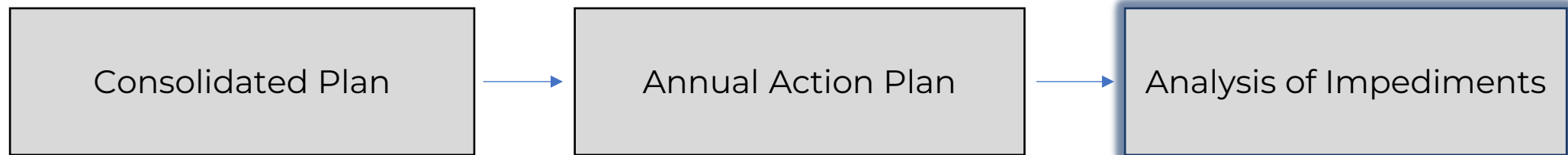
General Planning Process – CDBG & HOME

- Annual Action Plan – The Consolidated Plan is carried out through Annual Action Plans, which provide a summary of actions, activities, and funding that will address the needs and goals identified in the Consolidated Plan.
- The Annual Action Plan is completed each year.
- Identifies annual spending plan, activities carried out, and progress towards meeting the greater 5-YR goals.



General Planning Process – Analysis of Impediments

- Analysis of Impediments – Regulations require analysis and report identifying acts of discrimination and describing impediments or obstacles to accomplishments and progress towards Consolidated Plan goals in the prior 5 year.
- City's official report to HUD on accomplishments in addressing current and previously reported impediments and outcomes achieved under the Annual Action Plan (1-year goals) and Consolidated Plan (5-year goals).



2025-2029 Consolidated Planning Process



Competitive Grant Eligibility and Activities Supported through the Consolidated Plan

- **Affordable Housing** (homeowner rehab, new construction, rental rehab, down payment assistance, relocation assistance, tenant-based rental assistance)
- **Community Development** (infrastructure, community facilities)
- **Economic Development** (job creation, microenterprise assistance, commercial rehab)
- **Public Services** (homeless services, job training, childcare, senior services, financial services)
- **Competitive Grant Funding** (housing, infrastructure, homeless services, economic development, reinvestment, port expansion)
- HUD Pro Housing – Pathways to Removing Obstacles
- Neighborhood Revitalization Strategy Areas (NRSA)
- Choice Neighborhoods Planning /Implementation Grants
- Indian Housing Block Grant
- Self Help Homeownership Opportunity Grant (SHOP)
- Opportunity Zones Economic Distressed Communities
- HUD Super NOFA Services Funding



Analysis of Impediments to Fair Housing

- Analysis of Impediments (AI) to Fair Housing Choice – Stand alone document required to be submitted with Consolidated Plan which is used as a framework for jurisdictions to ensure they are affirmatively furthering fair housing.
- Under the Consolidated Plan, jurisdictions must seek to:
 - Reduce segregation, and build on the nation's increasing racial, geographic and economic diversity.
 - Eliminate racially and ethnically concentrated areas of poverty.
 - Reduce disparities in access to important community assets such as quality schools, job centers, and transit.
 - Narrow gaps that leave families with children, people with disabilities, and people of different races, colors, and national origins with more severe housing problems, aka., disproportionate housing needs.



5-YR 2025-29 Consolidated Plan Timeline

- **October – December 2024**

City holds public hearings to understand community needs.

- **January 21, 2025**

Presentation before City Council

- **March 24, 2025**

Presentation of draft Plan before City Council

- **April 1 – April 30, 2025**

30-day public comment period on Plan

- **April 21, 2025**

Public hearing on draft Plan

- **May 5, 2025**

Council adoption of Plan

- **May 15, 2025**

Submittal of Plan to HUD



City of Lakewood

**Priorities and Possibilities
for 2025 - 2029**



Housing Supply and Affordability

How do we increase housing alternatives in the local market?

What regulatory changes are needed to encourage housing development and improve market conditions?

What issues and impacts do we need to address to encourage increase production and affordability?


Best practice examples and alternatives?



Housing Affordability – households in Lakewood earning \$60,000 gross income should be paying no more than 30% for housing and related expenses or \$1,500 monthly

WHO NEEDS AFFORDABLE HOUSING?

Occupation	Average Annual Salary
Nursing Assistants	\$69,950
Bank Tellers	\$43,647
Construction Laborers	\$39,823
Emergency Medical Technicians & Paramedics	\$36,580 - \$48,068
Electricians	\$60,356
Postal Service Clerks	\$52,410
Clergy	\$53,590
Kindergarten Teachers 1 st through 12 th Grade	\$55,290 - \$71,349
Domestic Workers	\$44,121
City Employees	\$67,092



These sample occupations earn less than 80 percent of the Lakewood-Pierce County Median Family Income for a family of four, making them susceptible to housing affordability issues.



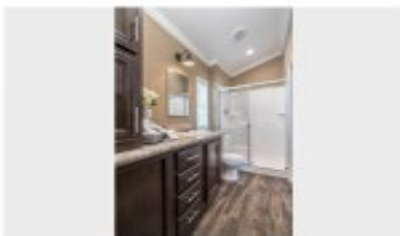
Alternative Housing – Example Tiny Homes



Village Tiny Homes Austin, Texas



The Austin



1 bedroom 400 sq. ft.
\$85,000



Alternative Housing Senior Grandparent Housing

Pemberton Park Grand Family Housing – Kansas City, Missouri

Grandparents 55+ legal guardians raising grandchildren

36 two, three, and four, bedroom rentals \$475 – 709 average monthly rental plus utilities



Economic Development, Reinvestment and Job Creation

How do we increase economic alternatives in the local market?

What regulatory changes are needed to encourage job growth and wage earnings?

What issues and impacts do we need to address to attract new industry, reinvestment, jobs, wages, and diversity in the job market?



Edwin's Leadership Restaurant and Culinary Education Institute 501 (c) 3 – Cleveland, Ohio

Offers subsidized housing, job training and education, permanent employment for ex-offenders



Infrastructure and Capital Improvements

Where can we invest to make the greatest impact?

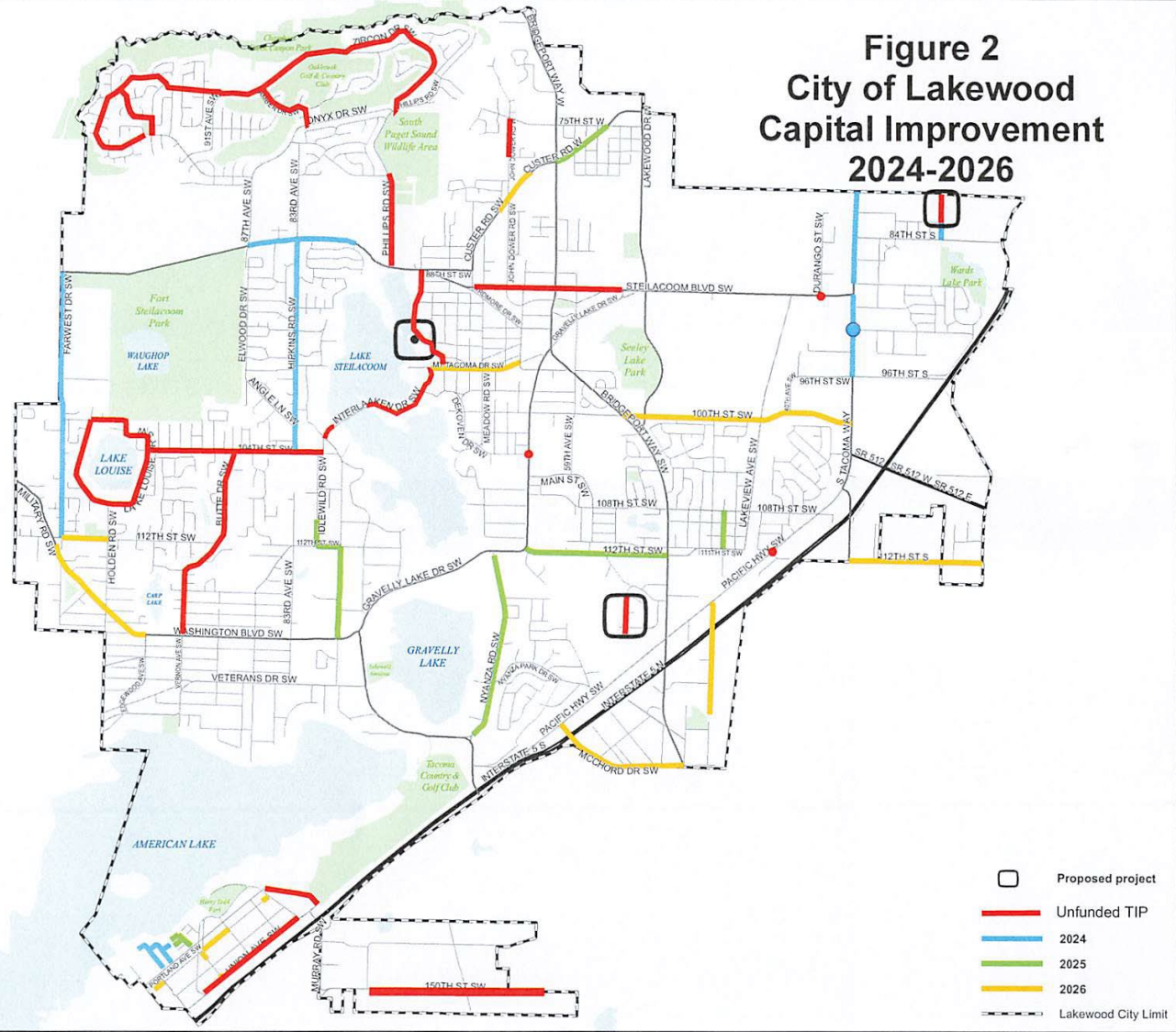
What sort of infrastructure projects make sense to invest CDBG funding?

Be cognizant of CDBG regulatory requirements and funding restrictions when considering investing CDBG funds.





Figure 2 City of Lakewood Capital Improvement 2024-2026



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Questions and Comments

