



LAKWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, March 9, 2026

7:00 P.M.

City of Lakewood
Council Chambers
6000 Main Street SW
Lakewood, WA 98499

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

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

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CALL TO ORDER

ITEMS FOR DISCUSSION:

- (3) 1. Lakewood Station Access Improvement Update. – (Memorandum)
- (29) 2. Overview of the Americans with Disabilities Act (ADA) Transition Plan. – (Memorandum)
- (41) 3. Review of Natural Environment and Climate Change (NECC) Advisory Board. – (Memorandum)
- (58) 4. Review of Ordinance enacting an additional sales and use tax of one-tenth of one percent for criminal justice purposes. – (Memorandum)
- (65) 5. Review of franchise agreement with Ziplly Fiber Pacific, LLC. – (Memorandum)
- (81) 6. Review of franchise agreement with NFC Northwest, LLC. – (Memorandum)

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>

ITEMS TENTATIVELY SCHEDULED FOR THE MONDAY, MARCH 16, 2026 REGULAR CITY COUNCIL MEETING AND STUDY SESSION:

1. Business Showcase. – *Lakewood Autobody*
2. Authorizing the execution of an agreement for the Camp Murray Boat Launch Master Plan. – (Motion – Consent Agenda)
3. Granting Ziplly Fiber Pacific, LLC DBA Ziplly 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)
4. Granting NFC Northwest, LLC, a non-exclusive franchise agreement for the transmission of telecommunications in, through, over and under the rights-of-way of the City of Lakewood. – (Ordinance– Regular Agenda)
5. Review of FY 2026 Community Development Block Grant (CDBG) Annual Action Plan – (Items for Discussion – Study Session Agenda)
6. H-Barn Update. – (Items for Discussion – Study Session Agenda)
7. Review of Resolution updating the City’s Purchasing Policies. – (Items for Discussion – Study Session Agenda)

REPORTS BY THE CITY MANAGER**CITY COUNCIL COMMENTS****ADJOURNMENT**

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<http://www.cityoflakewood.us>



TO: Lakewood City Council

FROM: Doug Russell, City Manager *Doug Russell*

PREPARED BY: Troy Pokswinski, Capital Projects Division Manager

THROUGH: Jeff Rimack, Planning and Public Works Director

DATE: March 9, 2026

SUBJECT: Lakewood Station Access Improvement Project Update

Overview: The City signed an agreement with Sound Transit in August 2024 to implement improvements to benefit and encourage the use of bus and commuter train facilities at Lakewood Station. These improvements include gaps in sidewalks, lighting, ADA ramps, and bike lanes. This briefing will be an update to the program of projects being implemented.

Background: Voters approved Sound Transit 2 (ST2) in 2008, which included the Lakewood Station Access Improvement project. The aim of the project was to make improvements to Lakewood Station, a public transportation hub located at 11424 Pacific Highway. The station is home to the Sounder commuter train system as well as Sound Transit Express buses. A 600-space parking garage for commuters was constructed and opened in 2008. The City constructed a pedestrian bridge to encourage ridership from Kendrick Street to the station in 2012 utilizing funding from Sound Transit. Road, bike, and sidewalk improvements along 111th Street SW and 112th Street from Bridgeport Way to Kendrick Street were constructed in 2021 using similar funding for a similar purpose.

While completing their planning phase, Sound Transit determined that a change in ridership pattern following the Covid-19 pandemic had reduced the necessity to expand parking and that structured parking was unaffordable with the current financial plan. Sound Transit staff recommended a list of various non-motorized improvements to improve access and encourage ridership at the station. Both the City of Lakewood and

Sound Transit Board of Directors have concurred with the approach to improve access to the station. On March 24, 2024, the Sound Transit Board of Directors adopted a resolution amending the plan and approved the recommended non-motorized improvement projects.

On August 30, 2024 an interagency agreement was executed for the City to implement delivery of the \$31.6 million of the projects.

Current Status: The City has begun design on all Priority 1 projects listed in the agreement. Construction is nearing the final month of the first project, 112th Street SW – Gravelly Lake Drive to Bridgeport Way.

The next group of projects that will be constructed will be in the Lakewood Station Subarea. Prior to construction and public outreach, an update is being presented to the Council.

Lakewood Station Access Improvements Update March 2026



Project Background

- Project to improve parking and overall access to the station was authorized by voters as part of ST2 in 2008.
- Late in the planning stages, Sound Transit staff observed that parking was ample to meet the needs of the current and projected near term future demand and that insufficient funding was available for structured parking expansion.
- Sound Transit staff shifted their focus to improving ridership and access for non-motorized transportation to Lakewood Station.
- Following an extensive public outreach process, a list of prioritized projects has been developed and approved by the Sound Transit Board of Directors earlier this year for implementation.
- Sound Transit staff has coordinated with the City to assist in the \$31.6 million (now over \$34 million with City undertaking 47th overcrossing) design and construction with a tight timeline to complete the various projects.

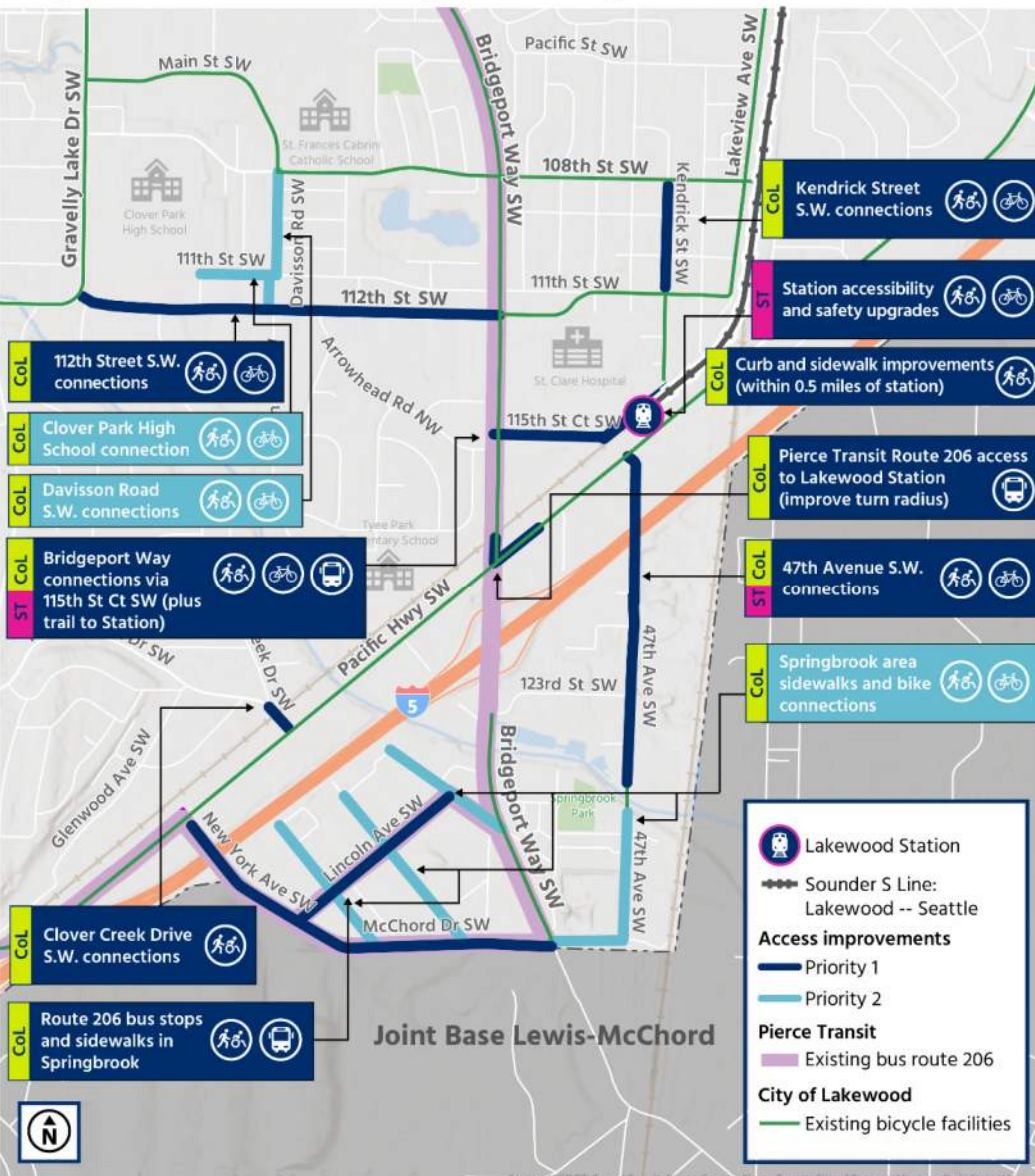
LSAI Projects to be Completed by City of Lakewood Under ILA

PRIORITY 1 Projects:

- Bridgeport Way Connections Via 115th St Ct SW
- 47th Avenue SW Sidewalk Connections
- Station Area Curb and Sidewalk Improvements
- 112th SW Connections
- Kendrick Street SW Connections
- Route 206 Bus Stops and Sidewalks in Springbrook
- Clover Creek Drive SW Connections
- Pierce Transit Route 206 Bus Stop at Lakewood Station

PRIORITY 2 Projects:

- Davisson Road SW Connections
- Clover Park High School Connections
- Springbrook Area Sidewalk and Bike Connections



#1 New York Avenue/McChord Drive – Pacific Highway to Bridgeport Way

ST Priority 1: Route 206 Bus Stops and Sidewalk in Springbrook

City Estimate: \$6,630,000

Schedule: 10/2024 – 9/2027

- Remove I-5 bridge railings and replace with crash rated barrier.
- Widen New York overcrossing over I-5 with 6' sidewalk and pedestrian rail along north side of bridge.
- Reconstructed pavement
- Curbs along both sides
- 6' Sidewalk along north side, 5' gravel path along south side.
- New storm drainage
- Aluminum streetlights

CLOVER PARK

#2 112th Street SW – Gravelly to Bridgeport

ST Priority 1: 112th Street Connections

City Estimate: \$3,760,000

Schedule: 10/2024 – 4/2026

- Reconstructed pavement
- Curbs along both sides
- 6' Sidewalk along both sides
- 5' Bike lanes along both sides
- New storm drainage
- Aluminum streetlights

An aerial photograph of a residential neighborhood with a grid of streets. A vertical yellow bar highlights a specific street segment. The text is overlaid on the top left of the image.

#3 Kendrick Street SW – 111th to 108th

ST Priority 1: Kendrick Street SW Connections

City Estimate: \$1,920,000

Schedule: 5/2025 – 12/2026

- Reconstructed pavement
- Curbs along both sides
- 8' Sidewalk along both sides
- 6' Bike lanes along both sides
- 3.5' planter with shrubs
- Trees behind sidewalk
- New storm drainage
- Aluminum streetlights

An aerial photograph of a residential and commercial area. A yellow horizontal bar highlights a section of a street. The area includes houses, parking lots, and a larger building with a parking lot. The street curves to the right on the right side of the image.

#4 111th/Bridgeport to 112th & Station ADA Access Upgrades

ST Priority 1: Station Area Curb and Sidewalk Improvements

City Estimate: \$110,000

Schedule: 5/2026 – 12/2026

- Reconstructed Pavement
- Curb and Sidewalk Both Sides
- Shared Bike Lanes (Low Volume)
- Planter with Trees Both Sides
- No Street Lighting (wood poles)

#5 115th St Ct – Bridgeport to ST ROW

ST Priority 1: Bridgeport Way Connections via 115th

City Estimate: \$2,530,000

Schedule: 6/2026 – 12/2027

- Reconstructed pavement
- 6' Sidewalk along north side
- Bike share the road as this is a low volume/dead end street
- New storm drainage
- Streetlights are already on wood poles. No plan to supplement
- Enhanced Crossing/Traffic Signal at Bridgeport/115th

An aerial photograph of a residential neighborhood in Springbrook, California. A yellow line is drawn across the image, highlighting a specific street project area. The area is densely packed with houses, many with swimming pools, and surrounded by trees. A major road, likely Highway 88, is visible on the right side of the image. The text overlay provides details about the project, including its name, priority, estimate, and schedule.

#6 Lincon Avenue – McChord to San Francisco

ST Priority 1: Route 206 Bus Stops and Sidewalks in Springbrook
City Estimate: \$2,500,000
Schedule: 10/2026 – 11/2027

- Reconstructed pavement
- Curbs along both sides
- 6' Sidewalk along both sides
- New storm drainage
- Aluminum streetlights

#7 Bridgeport/Pacific Highway Intersection

ST Priority 1: PT Rt 206 Bus Stop at Lakewood Station

City Estimate: \$100,000

Schedule: 1/2027 – 6/2027



- Reconstruct NE right turn lane at the intersection of Pacific Highway and Bridgeport Way intersection to accommodate buses.

#8 Clover Creek Drive – Pacific Highway to Hillcrest

ST Priority 1: Clover Creek Drive Connections

City Estimate: \$950,000

Schedule: 4/2027 – 5/2028

- Reconstructed pavement
- Curbs along both sides
- 6' Sidewalk along both sides
- New storm drainage
- Aluminum streetlights
- Exclusive of work within the railway to be performed by Sound Transit

#9 47th Ave – Clover Creek to Pacific Highway

ST Priority 1: 47th Avenue SW Sidewalk Connections

City Estimate: \$5,910,000

Schedule: 5/2025 – 9/2027

- Reconstructed pavement
- Curbs along both sides
- 6' Sidewalk along west side
- 5' Bike along west side north of the bridge
- Sharrows will be added on east side north of the bridge and both sides south of the bridge
- New storm drainage
- Aluminum streetlights
- City will now perform the bridge overcrossing of 47th and I-5



#10 San Francisco/Chicago/Boston

ST Priority 2: Springbrook Area Sidewalk and Bike Connections

City Estimate: \$5,305,000

Schedule: 1/2028 – 12/2029

- Reconstructed pavement
- Curbs along both sides
- 6' Sidewalk along both sides
- 5' Bike Lanes along both sides
- New storm drainage
- Aluminum streetlights

An aerial photograph of a residential neighborhood. A street, Davisson Rd, is highlighted in yellow, running vertically from the top center towards the bottom center. The street is flanked by houses, trees, and some commercial buildings. A large green field is visible on the left side of the image. The text is overlaid on the top left portion of the image.

#11 Davisson/Highland – 112th to 108th

ST Priority 2: Davisson Rd SW Connections

City Estimate: \$1,720,000

Schedule: 1/2029 – 12/2029

- Reconstructed pavement
- Curbs along both sides
- 6' Sidewalk along both sides
- 5' Bike Lanes along both sides
- New storm drainage
- Aluminum streetlights

An aerial photograph of a residential neighborhood. A road, likely 47th Avenue, runs vertically through the center. A yellow highlight is drawn along the right side of this road, indicating the project area. The surrounding area includes houses, parking lots, and some open fields. The text 'Clover Creek' is visible in the upper middle part of the image.

#12 47th Avenue/McChord Drive – Bridgeport to Clover Cr.

ST Priority 2: Springbrook Area Sidewalk and Bike Connections

City Estimate: \$1,640,000

Schedule: 12/2028 – 12/2029

- Reconstructed pavement
- Curbs along both sides
- 6' Sidewalk along both sides
- 5' Bike lanes along both sides
- New storm drainage
- Aluminum streetlights



#13 111th Street – 60th to Highland

ST Priority 2: Clover Park High School Connections

City Estimate: \$950,000

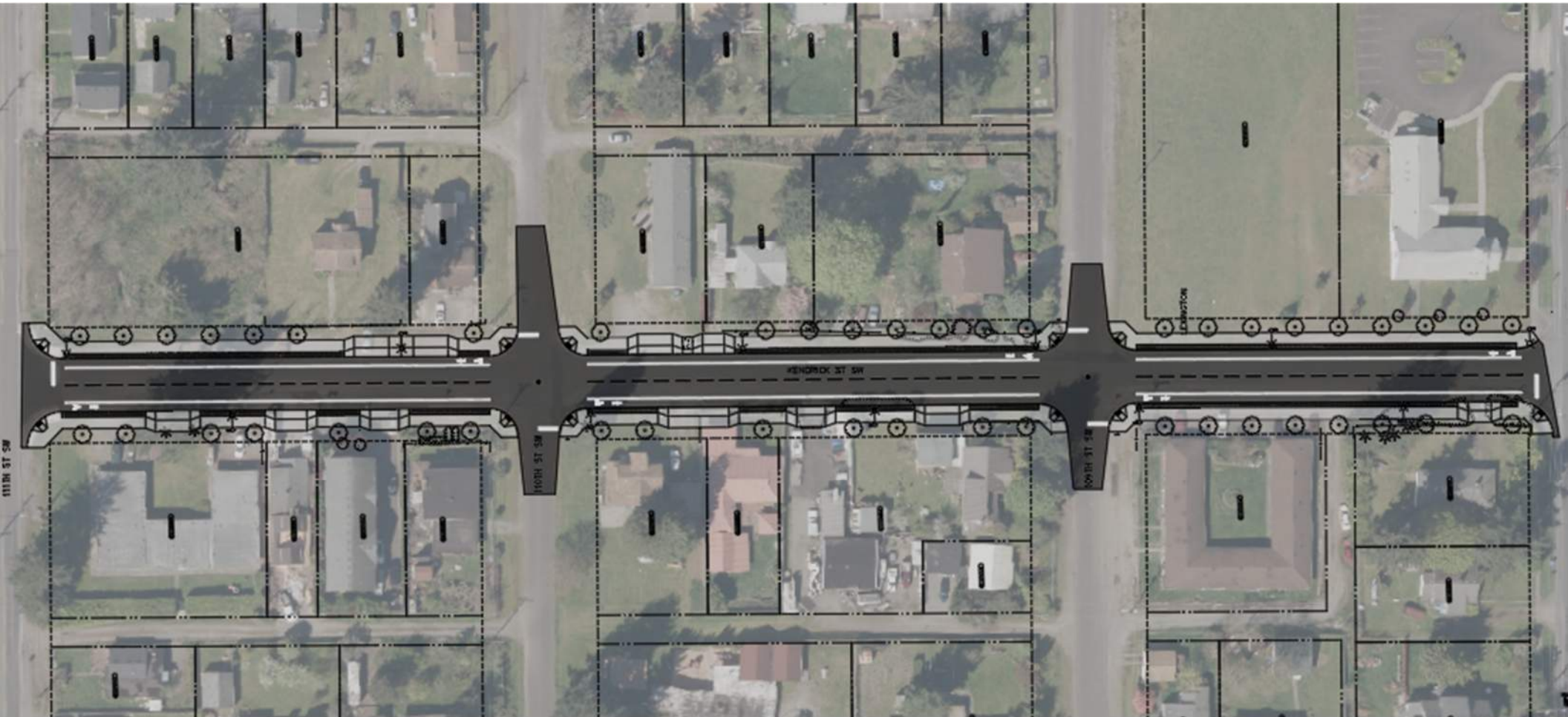
Schedule: 1/2029 – 12/2029

- Reconstructed pavement
- Curbs along both sides
- 6' Sidewalk along both sides
- 5' Bike lanes along both sides
- New storm drainage
- Aluminum streetlights

112th Street – GLD to Bridgeport Update

- ✓ Pavement Removal (Complete)
- ✓ Lakewood Water District Work (Complete)
- ✓ Storm Drainage (Complete)
- ✓ Street Lighting Conduit and Bases (Complete)
- Curb and Gutter (Ongoing to be Complete Mid-March)
- Sidewalk (Ongoing to be Completed Third Week of March)
- Grading Roadway (Last Week of March)
- Paving (Weather Dependent)
- Striping (Min. 3 Weeks after Paving, Weather Dependent)
- Install Street Lights (Summer 2026)

Kendrick Street - 111th to 108th



Kendrick Street – Trees

- 7 trees will be removed ranging from 10-28” fir/cedar
- 46 new street trees will be planted



Kendrick Street – Encumbrances

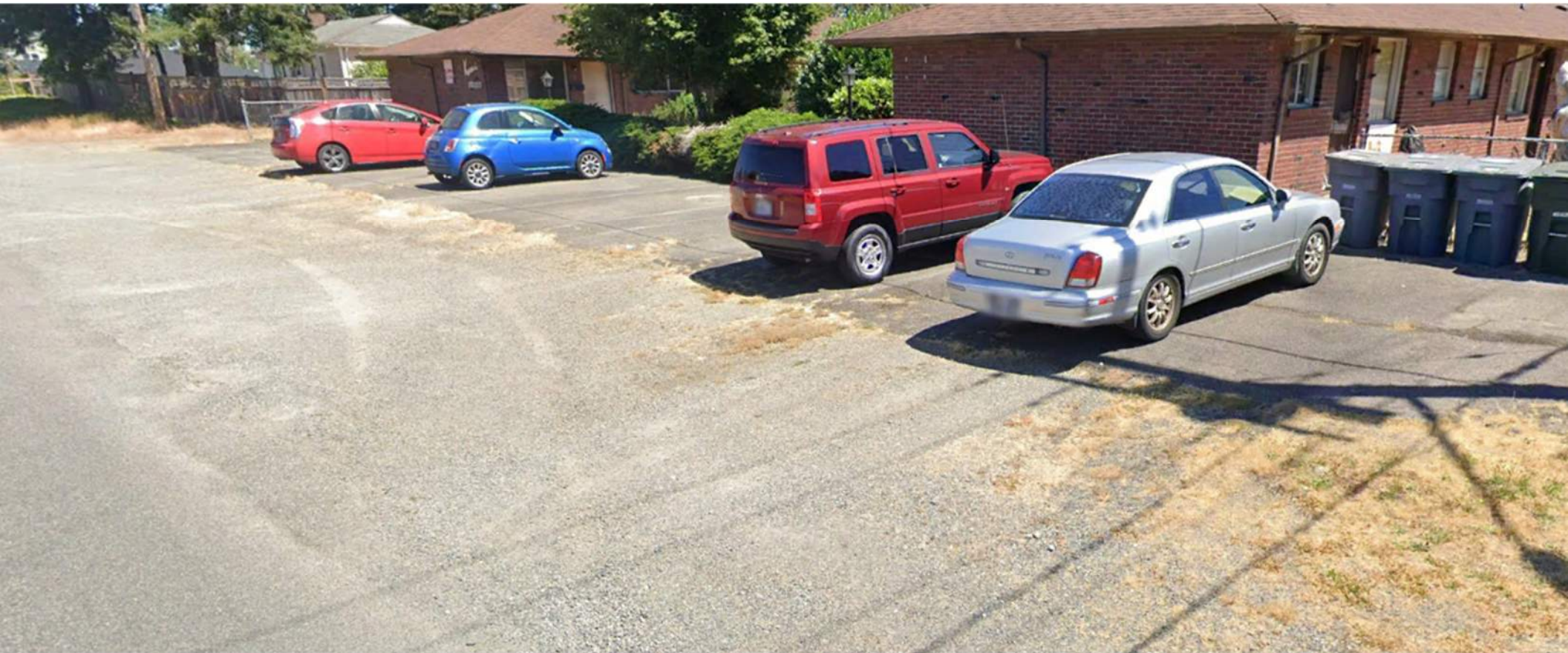
Encumbrances impacted by project

- 4 parcels have fences
- 1 shed shown below

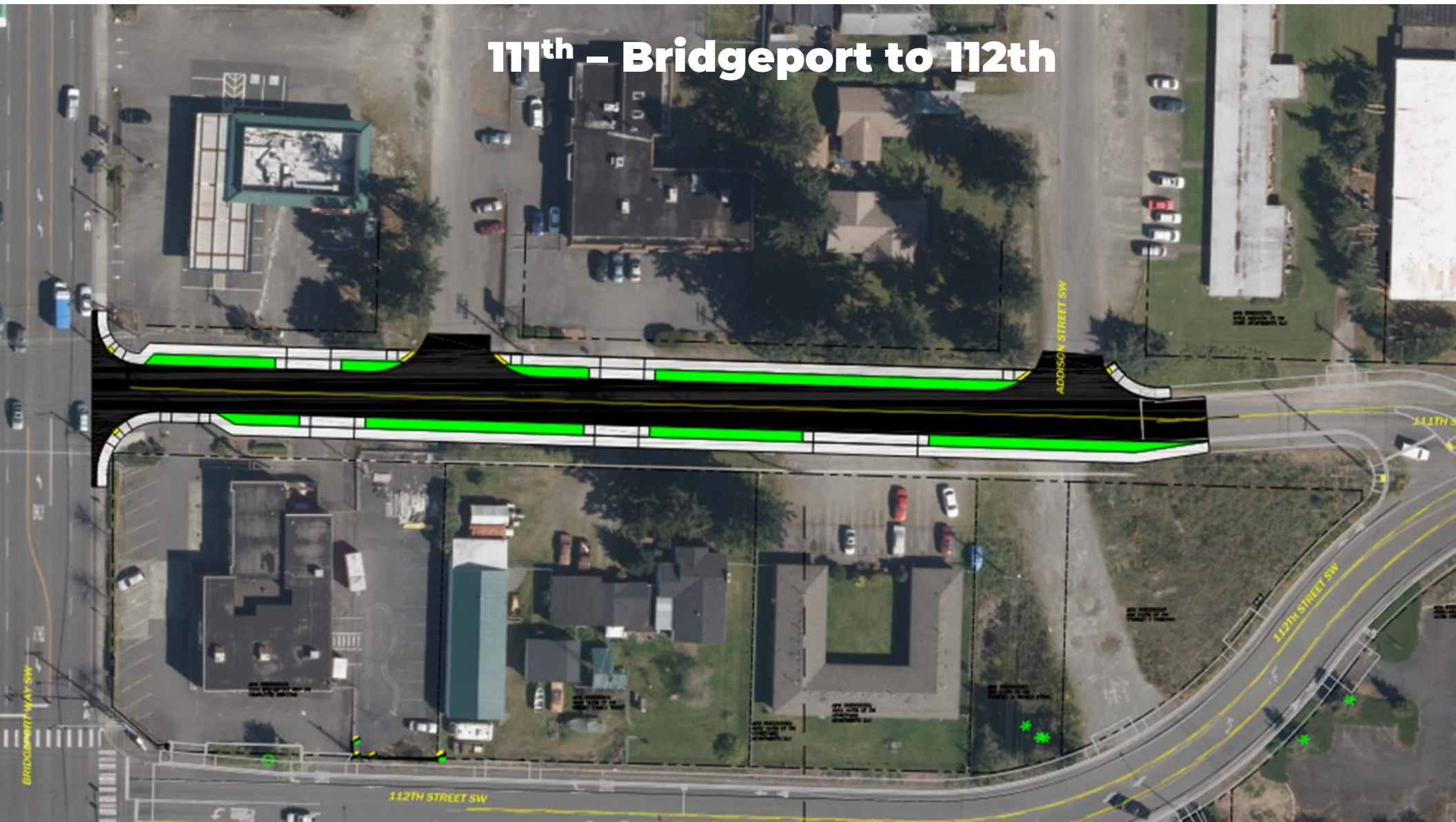


Kendrick Street – Parking

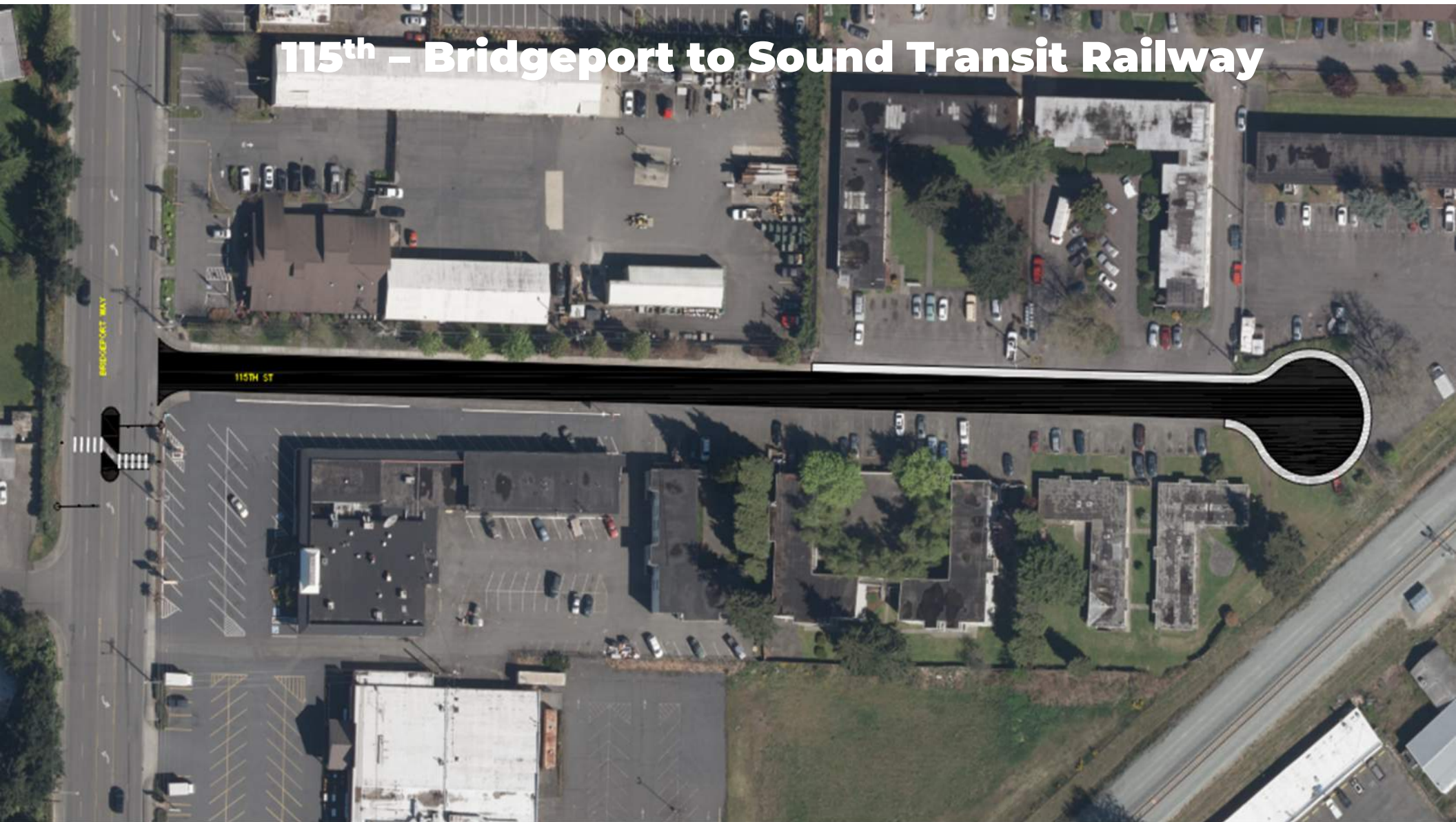
- 3 parcels have utilized row for parking



111th – Bridgeport to 112th



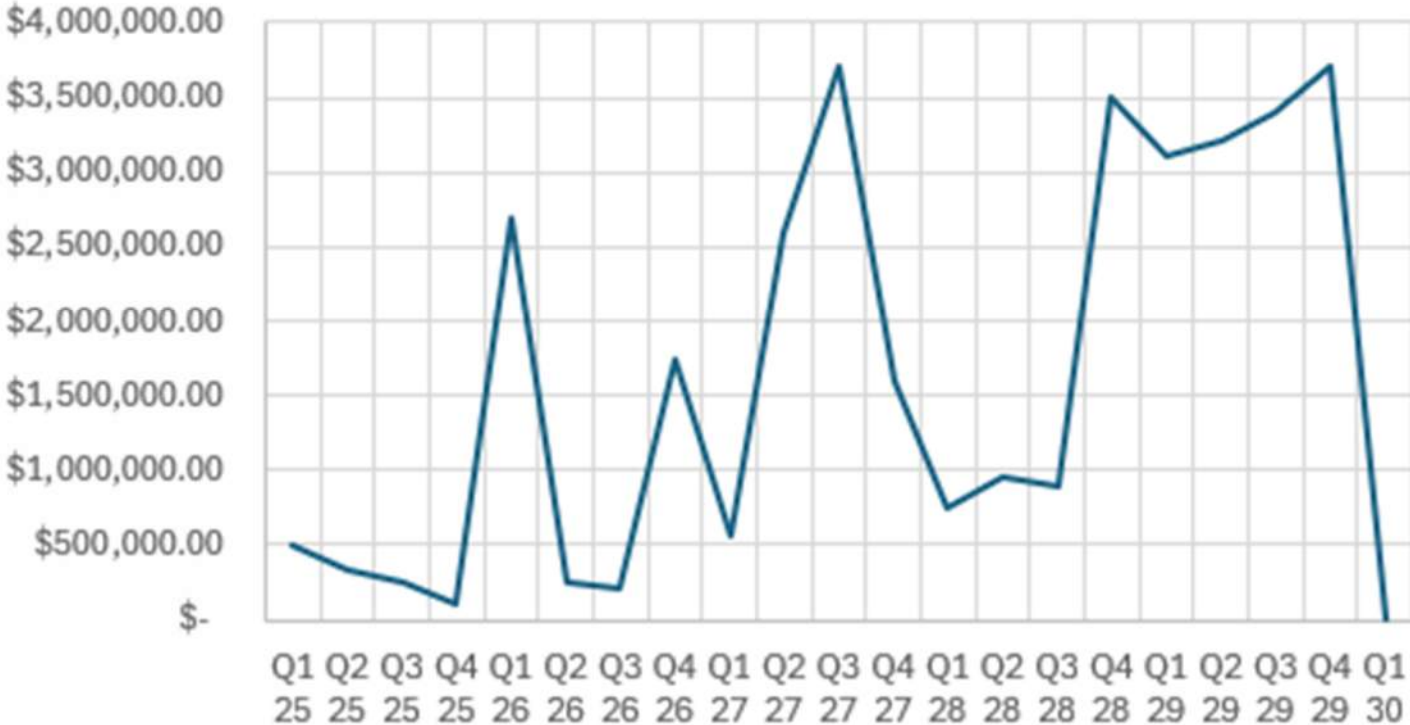
115th – Bridgeport to Sound Transit Railway



Lakewood Station Access Improvement

- 70% of the City’s Capital Project Division Engineering capacity will be utilized to complete these projects until 2030.
- Program remains on schedule set in the summer of 2024.
- Program is ahead of budget due to unanticipated low costs of first construction contract

Estimated Quarterly Expenses





TO: Mayor and City Council

FROM: Jeff Rimack, Planning and Public Works Director
Weston Ott, P.E. City Engineer

THROUGH: Doug Russell, City Manager *Doug Russell*

DATE: March 9, 2026

SUBJECT: Overview of Americans with Disabilities Act (ADA) Transition Plan

ATTACHMENTS: Power Point Presentation

SUMMARY

The purpose of this study session is to brief the City Council on the City’s efforts on a draft Americans with Disabilities Act (ADA) Transition Plan, including the governing legal framework, proposed scope, and recommended next steps.

BACKGROUND

ADA Title II requires state and local governments to ensure that individuals with disabilities are not excluded from participation in, or denied the benefits of, City services, programs, or activities. Federal regulations further require public entities with more than 50 employees to develop an ADA Transition Plan when structural modifications are necessary to achieve program accessibility.

When developing ADA Transition Plans, federal law requires the City to provide opportunities for public participation, identify physical barriers that limit accessibility, outline methods for barrier removal, establish a prioritized implementation schedule, and designate a responsible official to oversee compliance.

SCOPE

The ADA Transition Plan is intended to address accessibility barriers within the City’s public rights-of-way, including sidewalks, curb ramps, pedestrian crossings, and related infrastructure. While the scope of this plan focuses on the public right-of-way network, ADA Title II compliance applies to all City services, programs, and facilities, including parks, recreation areas, public buildings, and other public amenities.

The Planning and Public Works Department initiated the ADA Transition Plan

process through a phased self-assessment of transportation infrastructure beginning in 2021 and 2022. An update is underway in 2026 to reflect substantial transportation improvements completed in recent years. The city also procured professional services to assist with development of the draft ADA Transition Plan.

Federally Funded Projects

This program-specific ADA Transition Plan approach aligns with federal transportation funding expectations and allows the city to prioritize pedestrian safety, mobility, and accessibility improvements within the right-of-way system in a structured and fiscally responsible manner. Specifically, implementation of an ADA Transition Plan is important to maintain eligibility for federal transportation funding.

Agencies such as the Federal Highway Administration (FHWA) require local jurisdictions receiving federal funds to demonstrate compliance with ADA Title II. An actively implemented ADA Transition Plan is considered a foundational compliance document and is routinely reviewed as part of federal grant oversight, audits, and project reimbursement processes. Maintaining a current ADA Transition Plan reduces risk of funding delays, repayment obligations, or findings of noncompliance. It also demonstrates the City's commitment to equitable access.

Additionally, as part of future budget biennia, the City's 6-Year Transportation Improvement Program (TIP) and Capital Improvement Plan (CIP) will identify and program specific ADA improvements that are not incorporated into larger capital projects. Sources of funds will be identified through the budget process.

TENTATIVE SCHEDULE

Federal law does not prescribe specific public engagement methods, nor does it require approval of an ADA Transition Plan by resolution or through a formal public hearing. However, meaningful public participation and formal recognition of the plan by the City is required as part of the transition planning process.

The tentative schedule outlined below is intended to encourage public participation and provide multiple opportunities for review and comment. It also ensures that the policies contained in the ADA Transition Plan are formally considered and approved by the City's legislative body, and that any future amendments would likewise be subject to Council review.

The proposed schedule is as follows:

- January 23, 2026 City Bulletin Announced the development of an ADA Transition Plan
- February 10, 2026 – ADA specific webpage available
- March 9, 2026 Council study session: ADA Transition Plan Overview
- March 18, 2026 Planning Commission: ADA Transition Plan Overview
- March 19, 2026 Draft ADA Transition Plan uploaded to webpage
- March 19, 2026 Stakeholder Engagement via e-mail
- March 20, 2026 City Bulletin Announcement draft ADA Transition Plan

- April 1, 2026 Planning Commission Hearing on: Draft ADA Transition Plan
- April 15, 2026 Planning Commission Recommendation: ADA Transition Plan
- May 11, 2026 Council study session: Review of the ADA Transition Plan and Planning Commission Recommendation
- June 1, 2026 Council Resolution Final ADA Transition Plan
- Week of June 1, 2026 City website update with adopted ADA Plan

City of Lakewood

Overview of Americans with Disabilities Act(ADA) Transition Plan



ADA Transition Plan

- Why a Transition Plan?
- What is a Transition Plan?
- What is Required for the Plan?
- Where are We in the Process?



Why a Transition Plan?

- Americans with Disabilities Act (ADA) of 1990
- Public facilities not accessible by people with disabilities constitutes discrimination.
- ADA requires public entities with 50 or more employees to perform a self-evaluation to determine barriers to accessibility



What is a Transition Plan?

- Sidewalk Ramps & Signal Push Buttons Self Assessment (Inventory)
- Methods for Barrier Removal
- Schedule & Budget for Upgrades
 - With a Priority Methodology
- Public Engagement
- Record of Opportunity for Public Engagement



What is Required for the Plan?

- A named ADA Coordinator
 - Responsible City Wide, Quasi Independent
- Notice About ADA Requirements
 - Broadly Available
- Grievance Procedure & Appeal Process
 - City Wide
- Standards for ADA Facilities
 - Federal (PROWAG), State, City



ADA Grievance Form COMPLAINT OF ACCESS VIOLATION OR DISCRIMINATION ON THE BASIS OF DISABILITY

The City of Lakewood will make every reasonable effort to ensure that confidentiality is maintained throughout the complaint and investigation process, to the extent consistent with the law, adequate investigation, and appropriate corrective action. This means that the City will share any sensitive information you provide here only on a need-to-know basis.

Individual identifying access violation or discrimination

Name

Address

Telephone Email

Authorized representative of individual above (if any)

Name

Address

Telephone Email

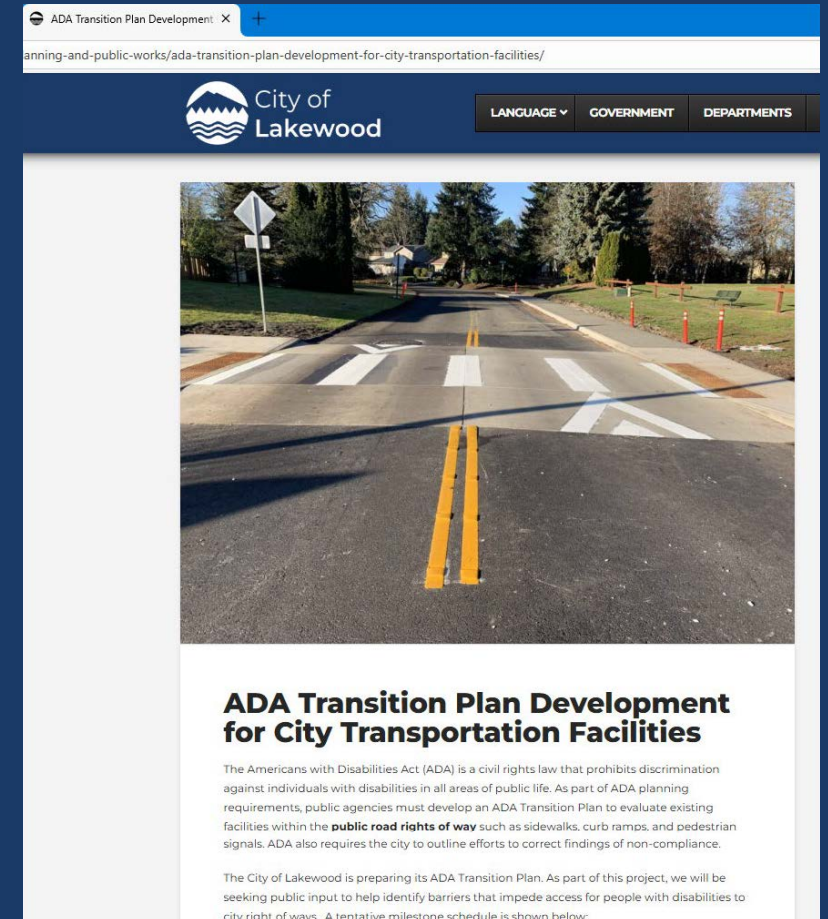
1. Please describe the City's alleged violation of access requirements, or discriminatory action, in detail so that the nature of your grievance can be clearly understood. Add pages if necessary:

2. Please give the date(s), time(s) and location(s) of the incident(s) or observation(s) you are reporting:

3. If the incident involves a City of Lakewood employee(s) please provide his or her name(s), if known:

Where are We in the Process?

- City Code Reviewed
- City Website Reviewed
- ADA Notice Updated
- Coordinator Position Updated
- Online Grievance Form Available
- Plan Drafted
- Bulletin Announcement of ADA Plan Development Jan '26
- Web Page Available & Draft Plan Noted Feb '26
- Stakeholder Engagement to Start Mar '26



The screenshot shows a web browser window with the address bar displaying 'ADA Transition Plan Development' and a URL path: 'anning-and-public-works/ada-transition-plan-development-for-city-transportation-facilities/'. The page header features the City of Lakewood logo and navigation links for 'LANGUAGE', 'GOVERNMENT', and 'DEPARTMENTS'. The main content area includes a photograph of a road with a crosswalk and a signpost. Below the image is the title 'ADA Transition Plan Development for City Transportation Facilities' and two paragraphs of text explaining the Americans with Disabilities Act (ADA) and the City of Lakewood's current efforts to develop an ADA Transition Plan.

ADA Transition Plan Development for City Transportation Facilities

The Americans with Disabilities Act (ADA) is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life. As part of ADA planning requirements, public agencies must develop an ADA Transition Plan to evaluate existing facilities within the **public road rights of way** such as sidewalks, curb ramps, and pedestrian signals. ADA also requires the city to outline efforts to correct findings of non-compliance.

The City of Lakewood is preparing its ADA Transition Plan. As part of this project, we will be seeking public input to help identify barriers that impede access for people with disabilities to city right of ways. A tentative milestone schedule is shown below:

ADA Plan Development Schedule

- Mar. 9, 2026 Council study session: ADA Transition Plan
- Mar. 18, 2026 Planning Commission: ADA Transition Plan
- Mar. 19, 2026 Draft ADA Transition Plan uploaded to webpage
- Mar. 19, 2026 Stakeholder Engagement via e-mail
- Mar. 20, 2026 City Bulletin Announcement draft ADA Transition Plan
- Apr. 1, 2026 Planning Commission Hearing on: ADA Transition Plan
- Apr. 15, 2026 Planning Commission Approval: ADA Transition Plan
- May 11, 2026 Council study session: Review of the ADA Transition Plan
- Jun. 1, 2026 Council Adoption of ADA Transition Plan
- Week of Jun. 1, 2026 City website update with adopted ADA Plan

What's Next?

- Public Engagement / Review – Planning Commission, Stakeholders, News Briefs
- Finalize Plan and Prioritization System
- Adopt Plan Jun '26
- Self-Assessment: On-going



Questions?



Al King, PE, Principal
360.280.5450
Al@KingTechnologies.Com



TO: Mayor and City Council

FROM: Jeff Rimack, Planning & Public Works Director
Tiffany Speir, Planning Manager

THROUGH: Doug Russell, City Manager *Doug Russell*

DATE: March 9, 2026

SUBJECT: Natural Environment and Climate Change Advisory Board

ATTACHMENTS:

- Attachment A: Draft NECCAB Work Plan, Guidance, Governance, and Scope
- Attachment B: Draft NECCAB Work Plan
- Attachment C: Draft Chapter 2.80 LMC Establishing the NECCAB
- Attachment D: Draft Planning Commission Workplan Option

OVERVIEW

At the February 17 City Council study session, the Department was asked to provide greater specificity regarding the scope and work efforts of the proposed Natural Environment and Climate Change Advisory Board (NECCAB). As follow-up, staff has developed the attachments which are further discussed below.

The Department seeks Council feedback on the proposed scope and structure in order to implement next steps.

BACKGROUND

NECCAB is proposed to be codified either as a formal advisory body within the Lakewood Municipal Code (LMC), or as part of the Planning Commission Work Plan. Both options are included for Council consideration.

The primary driver for establishing NECCAB is compliance with HB 1181, which amended the Growth Management Act (GMA) in 2023. HB 1181 requires jurisdictions planning under the GMA to:

- Integrate climate change into the Comprehensive Plan by the following efforts:
 - Establish a Climate Element
 - Greenhouse gas emissions reduction (mitigation)

- Address climate resilience and adaptation
- Policy provisions to reduce vehicle miles traveled (VMT) and multi-modal level of service
- Consider environmental justice and equitable outcomes
- Implement climate response through land use, transportation, and infrastructure planning

These statutory requirements must be incorporated into the City's Comprehensive Plan no later than June 2029.¹

Further, NECCAB would review:

- Urban Forest Management Plan
- Climate Vulnerability Assessment
- Urban Heat Resilience Strategy & Native/Climate Resilient Planting Plan

To ensure clarity of authority, purpose, and focus, the department developed a draft governance framework and structured work plan that defines:

- What NECCAB may review
- What NECCAB may recommend
- What is outside its authority
- How items are referred and transmitted

Overall, the City Council's annually approved work plan would serve as the operational boundary for the NECCAB.

Governance Framework Summary (Attachment A)

Attachment A is intended to establish clear guidelines for how NECCAB would operate. Key draft provisions include:

1. Council-Directed Work Only

NECCAB may review and make recommendations only on items included in a Council-adopted Work Plan consistent with Chapter 2.68 LMC. Council retains sole authority to:

- Establish the Work Plan
- Amend the Work Plan
- Assign new tasks

NECCAB may not independently initiate policy proposals or regulatory projects.

2. Advisory Role – No Decision-Making Authority

NECCAB functions strictly in an advisory capacity. The NECCAB:

- Does not make final policy decisions

¹ The WA State Department of Commerce administers a phased grant program to assist jurisdictions in incrementally meeting mandatory HB 1181 requirements. Lakewood received grants for the 2023-2025 and the 2025-2027 biennia, and should receive a third for the 2027-2029 biennium.

- Does not interpret or enforce municipal code
- Does not establish administrative policy
- Does not commit the City to regulatory or financial action

Where topics fall under Planning Commission authority (LMC 2.90), NECCAB recommendations would first be transmitted to the Planning Commission before Council consideration.

The Council retains final legislative authority.

3. Work Plan as the Operational Boundary

The annual work plan approved by Council would serve as the controlling document and defines:

- Authorized subject areas
- Deliverables
- Timelines
- Lead departments
- Required technical support

This structure ensures NECCABs work remains:

- Focused on HB 1181 compliance
- Time-bound
- Coordinated with the Comprehensive Plan update schedule

4. Staff Support Structure

Planning & Public Works staff would provide:

- Agenda preparation aligned with the adopted work plan
- Technical analysis
- Legal and regulatory context
- Coordination with Planning Commission
- Formal transmittal of recommendations to City Council

Draft Work Plan Summary (Attachment B)

Attachment B provides a structured tracking format for NECCAB tasks. Each task includes:

- Description of work
- Legal requirement
- Timeline
- Lead department and support
- Expected deliverable(s)
- Status tracking

This is intended to:

- Align tasks directly with HB 1181 statutory mandates
- Integrate into a phased Comprehensive Plan legislative update schedule
- Provide transparency and accountability
- Allow Council to monitor progress and workload

NEXT STEPS

Based on Council direction received at the study session, the Department would:

- Refine the governance framework and work plan.
- Bring forward the draft ordinance establishing the NECCAB to Council for action at the next available regular meeting (Draft Attachment C) or an updated Work Plan for the Planning Commission (Attachment D).

Attachment A



**Natural Environment and Climate Change Advisory Board (NECCAB)
Work Plan, Guidance, Governance, and Scope**

Purpose

The Natural Environment and Climate Change Advisory Board (NECCAB) is an advisory body to the Planning Commission, City Council, and City Manager consistent with Lakewood Municipal Code (LMC) Chapters 2.68, 2.75, and 2.90.

The City Council adopted work plan defines and limits the scope of tasks NECCAB is authorized to review and provide recommendations on. The NECCAB may only act within this formally approved scope of work.

NECCAB Authority and Scope

1. Council-Directed Work Only

The NECCAB shall limit its review, discussion, and recommendations to the specific tasks identified within its City Council adopted work plan. The City Council retains sole authority to:

- Establish the NECCAB Work Plan
- Modify or amend the NECCAB Work Plan
- Assign new tasks to NECCAB

Items not identified in the adopted Work Plan are outside the authorized scope of the NECCAB unless formally added by Council action.

2. No Independent Agenda Setting

The NECCAB shall not independently initiate policy projects, regulatory proposals, or legislative recommendations unless the subject matter is explicitly included within the adopted Work Plan or requested by the City Council.

3. Advisory Role

The NECCAB functions solely in an advisory capacity. NECCAB shall not:

- Exercise decision-making authority
- Direct City staff
- Interpret or enforce municipal code
- Establish administrative policy
- Commit the City to regulatory or financial action

For subject matters under the purview of the Planning Commission per LMC Chapter 2.90, NECCAB recommendations shall be transmitted to the Planning Commission for review prior to consideration by the City Council.

The City Council retains final legislative and policy-making authority.

4. Work Plan as Operational Boundary

The NECCAB Work Plan serves as the controlling document defining:

- Authorized scope of review and subject areas
- Deliverables

Attachment A



- Expected outputs and timelines
- Technical support required

The NECCAB’s operations shall align with the parameters described below:

Structure Requirements

Each Work Plan item shall include the following:

- Task description
- Authorizing or requiring reference (state law, municipal code, Council direction)
- Due date or expected timeline
- Internal Lead Department
- Required technical subgroups or subject matter experts

Referral and Amendment Process

1. Addition of New Items

Requests to consider topics outside the Work Plan must be referred to the City Council via the Planning and Public Work (PPW) staff representative. Department staff will evaluate alignment with NECCAB scope and if appropriate propose for consideration in the work plan. Only the City Council may amend the work plan.

2. Administrative Clarifications

City staff may provide administrative guidance to the NECCAB to maintain alignment with Council priorities, legal requirements, avoid duplication with other city advisory boards and coordinate project sequencing.

Meeting and Discussion Parameters

NECCAB meetings may include informational briefings, educational presentations and general discussion related to climate change topics. However, formal advisory recommendations shall be limited to adopted Work Plan items.

Staff Support and Coordination

PPW Department staff shall provide support to NECCAB, including:

- Agenda preparation consistent with the adopted Work Plan
- Scheduling and meeting coordination
- Technical analysis and documentation
- Legal and regulatory context
- Preparation and transmittal of recommendations to the Planning Commission and/or City Council

HB 1181 Requirements Completed in 2025 as Part of Annual Comprehensive Plan Amendment Cycle:

- Updated Parks & Recreation Element including a tree canopy evaluation.
- Updated Utilities Element including the general location, proposed location, and capacity of all existing and proposed utilities, including electrical, telecommunications, and natural gas systems.
- Updated Capital Facilities Element inventory of existing capital facilities owned by public entities, including green infrastructure.

Task ID	Work Plan Year	Work Plan Task Title	Description of Deliverable	Authorizing / Requiring Reference	Mandated or Discretionary	Due Date	Advisory Group Role	Risk Level	
ENV-1181-01		Cooridnate with Pierce County Department of Emergency Management-Hazard Mitigation Plan Update	Climate Risk Assessment	Hazard & Vulnerability Study	HB1181/RCW 36.70A.070	State Mandate	06/31/2029	Policy review and recommendation	Medium
ENV-1181-02	2025-2027	Parks & Recreation Element	Tree canopy and heat island impacts	HB1181/RCW 36.70A.070	State Mandate	06/31/2029	Policy review and recommendation	Medium	
ENV-1181-03	2025-2027	Climate Change & Resiliency Sub-Element	Draft and adopt comprehensive plan climate element integrating mitigation and adaptation policies. This includes natural hazard mitigation noted in ENV-1181-01	HB 1181; RCW 36.70A.070 Climate Element Requirements	State Mandate	06/31/2029	Policy review and recommendation	High	
ENV-1181-04	2025-2027	Greenhouse Gas Emissions Reduction Sub-Element	Develop emissions reduction strategies including land use and transportation alignment	HB 1181; RCW 36.70A.070 Climate GHG Requirements	State Mandate	06/31/2029	Technical review	High	
ENV-1181-05	2025-2027	Climate Resilience & Adaptation Sub-Element	Identify climate hazards, vulnerability assessment, and resilience strategies	HB 1181; RCW 36.70A.070 Resilience Requirements	State Mandate	06/31/2029	Policy review and technical input	High	
ENV-1181-06	2027-2029	Transportation Element Climate Integration	Update transportation policies to reduce emissions, reduce vehicle miles traveled, multi-modal LOS and support climate goals	HB 1181; RCW 36.70A.070 Transportation Element Updates	State Mandate	06/31/2029	Technical advisory review	High	
ENV-1181-07	2025-2027	Land Use Element Climate Integration	Amend land use policies supporting compact development, environmental justice, reduced emissions/vehicle miles travelled, climate adaptation and wildfire mitigation	HB 1181; RCW 36.70.070 Land Use Element Requirements	State Mandate	06/31/2029	Policy recommendation	Medium	
ENV-1181-08	2027-2029	Capital Facilities Climate Alignment	Integrate climate resilience and emissions considerations into capital facilities planning, and incorporate green infrastructure	HB 1181; RCW 36.70A.070 Capital Facilities Requirements	State Mandate	06/31/2029	Technical review	High	
ENV-1181-09	2025-2027	Submitting GHG Sub-Element to Commerce for Approval/Legal Assistance (Optional)	Submit GHG reduction element to Commerce for review and potential appeal defense	RCW 36.70A Commerce Review Provision	Optional but Recommended	06/31/2029	Advisory review	Medium	
ENV-1181-10	2027-2029	Climate Metrics & Monitoring Framework	Establish performance metrics and monitoring for emissions and resilience outcomes	HB 1181 implementation guidance	State Mandate (implicit)	06/31/2029	Technical review	Medium	
ENV-1181-11	2025-2027	City Urban Forest Management Plan	Adopt and administer an urban forestry program	HB 1181; Comprehensive Plan Goals EC-5.5, NE-6	State Mandate	06/31/2029	Technical review	Medium	
ENV-CompPlan-01	2025-2027	Lakewood Urban Forest Canopy of 40% by 2050	Increase citywide tree canopy on public and private property	Comprehensive Plan Goals EC-5.5, NE-6	Optional but informed by State Mandates re climate change and GHG reductions	Ongoing through 2050	Policy review, public outreach vehicle	Medium	

Task ID	Work Plan Year	Work Plan Task Title	Description of Deliverable	Authorizing / Requiring Reference	Mandated or Discretionary	Due Date	Advisory Group Role	Risk Level
ENV-CompPlan-02	2026	2026 Three Year Energy & Climate Work Plan	Update 2022 Three Year Energy & Climate Work Plan	Comprehensive Plan Energy and Climate Change Appendix	Discretionary but informed by State Mandates	12/31/2026	Policy review	Low
ENV-LMC-01	2026-2029	Preservation of Significant/Heritage/Critical Area Trees	Track progress over time of preserving significant/heritage/critical area trees	LMC 18A.70 Article III; LMC Chapter 14.154	Local Code mandate informed by State Mandates	Ongoing	Advisory review	Medium

Subgroup Name & Focus	Required Expertise	Assigned Staff / Advisors	Associated Task IDs
<p>Climate Change Resiliency: Use climate modeling to identify and prepare for natural hazards influenced by climate change, including floods, droughts, wildfires, and other impacts of changes to temperature and precipitation patterns. ID planning and policy approaches to advance environmental justice, adapt to and mitigate the effects of a changing climate, and protect and enhance the environment, economy, and human health and safety.</p>	Health, hazard mitigation, habitat, urban forests, and other areas with climate nexus	PPW; Tribal Representatives; environmental technical advocacy groups; regional clean air agencies (PSCAA); metropolitan planning organizations (PSRC); representatives of vulnerable populations and overburdened communities	ENV-1181-01, 05, 06, 09 and 10
<p>Greenhouse Gas Emissions: Evaluate and mitigate local greenhouse gas (GHG) emissions and per capita vehicle miles traveled (VMT) to develop comprehensive plan goals and policies and climate mitigation measures to include, at a minimum: Built Environment & Energy; Transportation; and Zoning. The subelement should be developed with an overall target of reaching net-zero emissions by 2050.</p>	Health; GHG emission sources; Energy Efficiency; urban forests	PPW; Tribal Representatives; utilities; regional clean air agencies (PSCAA); metropolitan planning organizations (PSRC); industrial operations	ENV-1181-04,06, 09 and 10
<p>Transportation: Update the Transportation Element Traffic Demand Forecast to: address multimodal transportation demand forecasts and needs. Update the Transportation Element to: include estimated multimodal level of service impacts and safety benefits; include an inventory of active transportation facilities and multimodal LOS standards for all locally owned arterials, locally and regionally operated transit routes that serve urban growth areas, state-owned or operated transit routes that serve urban areas, and active transportation facilities; and include an ADA Transition Plan.</p>	Multi-modal Transportation Planning; GHG emission sources	PPW; Legal; Transit Agencies; WSDOT; representatives of industrial/freight operations in Lakewood; representatives of vulnerable populations and overburdened communities	ENV-1181-06,08 and 10
<p>Land Use Element: include green spaces, urban and community forests. Give special consideration to achieving environmental justice in the element's goals and policies; and reduce and mitigate the risk to lives and property posed by wildfires by using land use planning tools.</p>	Experience reviewing and developing zoning and land use policy	PPW, Legal; neighborhood associations; representatives of vulnerable populations and overburdened communities; business representatives	ENV-1181-01,07 and 11; ENV-CompPlan-01; ENV-LMC-01
<p>Urban Heat Resilience Strategy</p>	Scientific and technical expertise regarding urban heat islands	PPW; TPCHD; urban heat technical/public agency experts; representatives of vulnerable populations and overburdened communities	ENV-1181-02,m05, 09, 11; ENV-LMC-01
<p>Native & Climate-Resilient Planting Plans for Municipal Projects; Urban Forest Management/Master Reforestation Plan</p>	Technical expertise regarding tree/vegetation species; Urban Forestry administration; zoning and land use planning	PPW; certified arborists; urban forestry experts; higher education/professional environmental experts; public capital facility project planners	ENV-CompPlan-01

ATTACHMENT C

DRAFT ORDINANCE XXX ESTABLISHING A NATURAL ENVIRONMENT AND CLIMATE CHANGE (NECC) ADVISORY COMMUNITY BOARD TO THE CITY COUNCIL

FINDINGS

WHEREAS, the Washington State Legislature, through Chapter 36.70A RCW, the state Growth Management Act (GMA), intends that local planning be a continuous and ongoing process; and

WHEREAS, the City of Lakewood has historically established several advisory boards to gather citizen input; and

WHEREAS, the State of Washington has amended the GMA to add climate change and resiliency and shorelines of the state protection as GMA goals as well as require the City of Lakewood to plan for climate change and resiliency and greenhouse gas emission reductions; and

WHEREAS, the City of Lakewood has adopted a citywide tree canopy goal of 40% by 2050 in the Comprehensive Plan and adopted tree preservation development regulations at LMC Chapter 18A.70 Article III;

WHEREAS, in order to ensure the City Council receives robust community and subject matter expert input into its legislative actions related to climate change and resiliency and urban forestry, a new Community Advisory Board can enhance the City's service to its residents;

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

Section 1. Adoption of City Council Findings.

The Findings of the City Council are adopted as part of this Ordinance.

Section 2. Adoption of Amendments.

The amendments as summarized below and included in full within Exhibit A are adopted:

- Amendments to LMC Chapter 2.90 authorizing the establishment of a Natural Environment and Climate Change (NECC) Advisory Board; and
- Adoption of a new LMC Chapter 2.70 regulating the authority, membership, and operations of the NECC Advisory Board.

Section 3. Remainder Unchanged. The rest and remainder of the Lakewood Municipal Code shall be unchanged and shall remain in full force and effect.

Section 4. Severability. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 5. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after final passage.

ADOPTED by the City Council of the City of Lakewood this ____ day of ____, 2026.

CITY OF LAKEWOOD

Paul Bocchi, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Chapter 2.80
Natural Environment and Climate Change Advisory Board

Sections:

- 2.80.010 Natural Environment and Climate Change Advisory Board created.
- 2.80.011 Membership.
- 2.80.020 Appointment.
- 2.80.030 Terms and vacancies.
- 2.80.035 Removal.
- 2.80.040 Jurisdiction, powers and authority.
- 2.80.050 Rules of procedure.

2.80.010 Natural Environment and Climate Change Advisory Board created.
The City hereby creates a Natural Environment and Climate Change Advisory Board (NECCAB) consistent with Chapter [35A.63](#) RCW.

2.80.011 Membership.
There shall be not more than seven members of the NECCAB who shall be appointed by the Mayor and confirmed by the City Council, and who shall serve at the pleasure of the City Council. The members shall be residents of the City unless the Council finds that appointment of a nonresident, by virtue of business involvement or expertise, will benefit the Commission and ultimately the City.

2.80.020 Appointment.
The members of the NECCAB shall be appointed from among members of the public to include, to the extent reasonably possible: members with experience reviewing and developing zoning and land use policy; experts in hazard mitigation, health, transportation, habitat, forests, and other areas with a climate nexus; and community engagement specialists.

2.80.030 Terms and vacancies.
The members of the NECCAB shall serve for a term of four years. It is provided, however, that the first four members to be appointed shall be initially appointed for four-year terms and the second three members to be appointed shall be initially appointed for two-year terms.

2.80.035 Removal.
The City Council may remove a member of the NECCAB from office for cause, including but not limited to incapacity, incompetence, neglect of duty, or malfeasance in office.

2.80.040 Jurisdiction, powers and authority.
The jurisdiction, powers and authority of the NECCAB are established in this chapter. The NECCAB shall serve in an advisory capacity to the Planning Commission, City Council, and City Manager on matters related to climate change and resiliency, urban forestry, and greenhouse gas emission reductions. In addition, the City

Council may, from time to time, grant to the NECCAB such other jurisdiction, powers, duties and authority as City Council deems appropriate and consistent with state and City law. The NECCAB shall work in accordance with a work plan as detailed in Chapter [2.68](#) LMC.

2.80.050 Rules of procedure.

The NECCAB may from time to time establish and publish rules of procedure for the efficient and fair conduct of its business, consistent with state law and City ordinances.

ATTACHMENT D
Draft Motion to Update the Planning Commission 2026 Work Plan

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: _____, 2026	TITLE: Updating the 2026 Planning Commission Work Plans	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE NO. <input type="checkbox"/> RESOLUTION NO. <input checked="" type="checkbox"/> MOTION NO. 2026-XX <input type="checkbox"/> OTHER
REVIEW: _____, 2026	ATTACHMENTS: Draft 2026 Planning Commission Work Plan	

SUBMITTED BY: Tiffany Speir. PPW Planning Division Manager

RECOMMENDATION: It is recommended the City Council approve an updated 2026 Planning Commission Work Plan.

DISCUSSION: On January 12, 2026, following a discussion about the Lakewood Natural Environment and Climate Change (NECC) Program, the City Council directed staff to research how to create an advisory community board to the City Council for the program.

Given the existing authority and scope of responsibility assigned to the Planning Commission through LMC Chapter 2.90, the Commission can act as the advisory board to the City Council regarding the NECC program if the Commission's work plan is updated to include that responsibility.

A draft updated Planning Commission Work Plan is included on following pages.

ALTERNATIVE(S): The City Council may choose to not amend the Planning Commission work plan.

FISCAL IMPACT: No direct fiscal impact.

Tiffany Speir _____ Prepared by	
Jeff Rimack _____ Department Director	_____ City Manager Review

**PLANNING COMMISSION
2026 ANNUAL WORK PLAN AND MEETING SCHEDULE**

Members:

~~Phillip Combs~~
Katie Crook
 Robert Estrada
 Mark Herr, Chair
 Linn Larsen, Vice Chair
 Sharon Wallace
 Christian Flores
 Jim Merritt

City Council Liaison: ~~TBD~~ Ellen Talbo

City Staff Support:

Tiffany Speir, Planning Division Manager
 Karen Devereaux, Planning Commission Clerk

Meeting Schedule:

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

2026 Planning Commission Work Plan:

Work Plan Topic	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr
Election of 2026 Chair and Vice-Chair	X			
Review of 2026 Planning Commission Work Plan	X			
Review of City Council 2025-2026 Goals	X			
Shoreline Restoration Activities and Plan Review	X			
Review of LMC Title 12 & Engineering Service Manual Updates	X			
Review and provide recommendation on the Draft CDBG Annual Action Plan		X		
Track of Natural Environment & Climate Change (NECC) Program	X	X	X	X
Track development of 2026 Parks Legacy Plan Update	X	X	X	
<i>Review amendments for 2026 Comprehensive Plan Amendment Cycle</i>	X	X		
Review 2026-2031 6-Year Transportation Improvement Program (TIP)		X		
<i>Review of Lakewood Housing, Other Development, and Permit Activity</i>			X	
Review of 2027 Comprehensive Plan Amendment Cycle Docket			X	
2026 Annual Development Regulation Amendment package			X	X
Track required updates to the Lakewood Shoreline Master Program and assorted development regulations per newly-adopted state WAC administrative rules			X	X
Track development activity in the Downtown, Station District, and Tillicum-Woodbrook Subareas				X
Provide a report on progress made in implementing state law and on the status of land use policies and procedures within the City		X		
<u>Recommend metrics and implementation priorities for the NECC 10-Year Implementation Plan and 3-5 year Work Plan, including review of the remaining action items from 2021 Lakewood Climate Action Plan.</u>		X	X	

Work Plan Topic	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr
<u>Review NECC Program public outreach strategies and help integrate feedback from overburdened communities.</u>			X	X
<u>Serve as ambassadors to the greater community regarding the Lakewood Urban Forestry program.</u>		X	X	X
<u>Assist with community engagement and equity mapping for the NECC Program Climate Vulnerability Assessment.</u>			X	X
<u>Provide feedback on the development of the City Urban Heat Resilience Strategy and Native & Climate-Resilient Planting Plan.</u>			X	X
<u>Review draft Urban Forest Management Plan.</u>			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;
- Recommends updates to the City’s Comprehensive Plan 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;
- Serves as the community advisory board to the City Council for the City’s Natural Environment and Climate Change (NECC) Program
- 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:

- 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;
- Facilitate cooperation and coordination with the PPW Department on street, public works and transportation and infrastructure related projects and plans;
- 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;
 - the manner that public information on street related projects can best be disseminated, given the nature and/or scope of the projects; and
 - transportation related facilities, needs and programs of the City, as may be referred by the City Council.



TO: Mayor, Deputy Mayor, and City Councilmembers

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

THROUGH: DOUG RUSSELL, CITY MANAGER *Doug Russell*

DATE: MARCH 9, 2026

SUBJECT: HB 2015 PUBLIC SAFETY SALES TAX ORDINANCE

ATTACHMENTS: Table A, Ordinance

Indigent Standards Background

- In March 2024, the Washington State Bar Association (WSBA) approved and released its updated Indigent Defense Standards. Misdemeanor caseloads were set to decrease to 120 cases per attorney, beginning July 2025.
- The Washington State Supreme Court released its interim order in June 2025, which stated the 120 misdemeanor caseload limit would begin implementation January 2026, and could be reached by January 2036, allowing for a 10-year implementation window.
- Implementation may be accomplished in a phased approach with an annual reduction of at least 10% of the difference between the current standard and the new standard (as measured on January 1, 2026), until the new standard has been met.
- The current standard for misdemeanor cases is 400 cases per attorney, and the new standard is 120 cases, a difference of 280 cases. Each year, the caseload limit must decrease by at least 28 cases.

HB 2015 Sales Tax Information

In 2025, the Legislature passed HB 2015 creating two new pathways for cities to fund public safety in their communities; a new grant program and a new local sales and use tax. The sales tax has the following characteristics:

- **Broad use:** The new 0.1% sales tax can be used for broadly defined “criminal justice purposes”, to include public defense
- **Local legislative authority:** The tax can be imposed by councilmanic action through June 30, 2028
- **Permanent:** Once passed by the council, the sales tax is permanent
- **Requirements:** A city or county can only collect the tax if it meets all requirements of the Criminal Justice Training Commission (CJTC) grant, yet there is no requirement to apply for the grant

- **Stackable:** The taxes can stack with other sales tax and jurisdictions; and revenues are not shared with other jurisdictions
- **Caveat:** The jurisdiction's voters must not have rejected or repealed any public safety sales tax within 12 months
- **Eligible Use:** Public Defense - "Staffing adequate public defenders to provide appropriate defense for individuals".

Implementation

- The earliest date the City can begin tax collection is July 1, 2026.
- The City needs to submit a signed sales tax Ordinance to the Department of Revenue 75 days before the collection start date, by April 17, 2026.
 - The Ordinance must include a Findings section that states the City has met the qualifications for the tax.
- CJTC needs to determine eligibility, which may take up to 45 days, from the date of application submittal (February 20, 2026), or on April 6, 2026.

Analysis

- The City must add about 1.0 FTE public defense attorneys each year between 2026 and 2036 to comply with the caseload limit decreases each year and still provide adequate public defense services for up to 1740 case equivalents at the Lakewood Municipal Court.
- Table A shows the projected sales tax revenue completely funds the primary public defense firm annual contract cost in 2027. Starting in 2028, projected sales tax revenue is less than projected annual contract costs, with the difference growing to nearly \$2.1M by 2035.

Recommendation

It is recommended the City Council implement the sales tax starting July 1, 2026 to fund the primary public defense firm annual contract cost. While the tax revenue is projected to fall behind the contract cost in 2028, without the tax, the City will need to fund growing public defense costs from the General Fund.

Table A: HB 2015 Sales Tax Revenue vs. Primary Public Defense Firm Contract Cost

	2026 (Q3-Q4)	2027	2028	2029	2030	2031	2032	2033	2034	2035
Revenues										
<i>Sales Tax Revenue</i>	\$ 700,000	\$ 1,400,000	\$ 1,442,000	\$ 1,485,260	\$ 1,529,818	\$ 1,575,712	\$ 1,622,984	\$ 1,671,673	\$ 1,721,823	\$ 1,773,478
Expenditures										
<i>Pacific Point Defense - Annual Contract Cost</i>	\$ 1,181,000	\$ 1,361,000	\$ 1,562,500	\$ 1,782,500	\$ 2,032,500	\$ 2,317,050	\$ 2,641,437	\$ 3,011,238	\$ 3,432,812	\$ 3,913,405
<i>Net</i>	\$ (481,000)	\$ 39,000	\$ (120,500)	\$ (297,240)	\$ (502,682)	\$ (741,338)	\$ (1,018,453)	\$ (1,339,565)	\$ (1,710,988)	\$ (2,139,927)
<i>FTE Attorneys</i>	5.50	6.50	7.50	8.50	9.50	10.50	11.50	12.50	13.50	14.50
<i>Cases/Attorney</i>	372	344	316	288	260	232	204	176	148	120

ORDINANCE NO. XXX

AN ORDINANCE of the City Council of the City of Lakewood, Washington enacting an additional sales and use tax of one-tenth of one percent, as authorized in section 201, Chapter 350, Laws of Washington 2025, for criminal justice purposes; creating a new section to Lakewood Municipal Code, Title 3 Revenue and Finance, Chapter 3.90 One-Tenth of One Percent Public Safety Sales Tax; and providing for severability and establishing an effective date.

WHEREAS, the Legislature enacted House Bill 2015 in the 2025 legislative session to provide qualified cities, towns, or counties to authorize, by resolution or ordinance, a new local option sales and use tax of one-tenth of one percent (0.001%) for criminal justice purposes; and

WHEREAS, the City Council seeks to enhance criminal justice funding; and

WHEREAS, the City Council finds that the city, through its law enforcement agency, the Lakewood Police Department, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025; and

WHEREAS, the city receives distributions from the sales and use tax authorized by RCW 82.14.340 for criminal justice purposes and receives distributions from the public safety sales and use tax authorized by RCW 82.14.450 for public safety; and

WHEREAS, the city voters have not repealed by referendum the criminal justice sales tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose the public safety sales tax authorized by RCW 82.14.450 in the previous 12 months.

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

Section 1. Findings.

A. The City Council finds that the city through its law enforcement agency, the Lakewood Police Department, meets the requirements to receive

a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025, having:

1. Issued and implemented policies consistent with RCW 43.17.425 and 10.93.160, and the office of the attorney general's Keep Washington Working Act guide, model policies, and training recommendations for state and local law enforcement agencies;

2. Participated in commission trainings as required by RCW 43.101.455 and 36.28A.445;

3. Issued and implemented policies and practices regarding use of force and de-escalation tactics consistent with RCW 10.120.030 and the office of the attorney general's model policies, and all other commission and attorney general model policies regarding use of force for law enforcement, including, but not limited to, duty to intervene and training and use of canine teams;

4. Implemented use of force data collection and reporting consistent with chapters 10.118 and 10.120 RCW when the program is operational, as confirmed by a notice from the attorney general's office to all police chiefs and sheriffs;

5. Issued and implemented policies and practices consistent with chapters 7.105 and 9.41 RCW and the commission model policies and training addressing firearm relinquishment pursuant to court orders;

6. A 25% officer completion rate with the commission's 40-hour crisis intervention team training;

7. A 100% officer compliance rate for those officers required to complete trauma-informed, gender-based violence interviewing, investigation, response, and case review training developed or approved by the commission pursuant to RCW 43.101.272 and 43.101.276, and if requested by the commission, participated in agency case reviews;

8. Received funding from a sales and used tax authorized pursuant to RCW 82.14.340 or RCW 82.14.450;

9. A chief of police who is certified by the criminal justice training commission, and who has not been convicted of a felony anywhere in the United States or under foreign law, or been convicted of a gross misdemeanor involving moral turpitude, dishonesty, fraud, or corruption; and

10. Issued and implemented policies and practices that prohibit volunteers who assist with agency work from enforcing criminal laws, other than for assistance with special event traffic and parking, including engaging in pursuits, detention, arrests, the use of force, or the use of deadly force; carrying or the use of firearms or other weapons; or the use of dogs to track people or animals other than for purposes of search and rescue; and that set forth the required supervision of volunteers, including that they must be clearly identifiable by the public as distinguishable from peace officers and any identifying insignia must be officially issued by the agency and only used when on duty.

B. The city has provided the criminal justice training commission with a detailed staffing plan specifying the following:

1. The total number of commissioned officers currently employed by the agency;
2. The total number of specially commissioned officers currently employed by the agency;
3. The total number of co-response teams established within the agency and what staffing are included in each co-response team;
4. The total number of administrative staff currently employed by the agency;
5. The number of officers on flexible work schedules;
6. The average 911 response rate of the agency over the 12-month period immediately preceding the month in which the city is submitting documentation to the criminal justice training commission; and
7. The average case closure rate of the city over the 12-month period immediately preceding the month in which the county is submitting documentation to the criminal justice training commission.

C. The City Council directs the city to submit required documentation to the criminal justice training commission demonstrating that the city meets the requirements of Section 101, Chapter 350, Laws of Washington 2025.

Section 2. Chapter 3.90 of the Lakewood Municipal Code titled “One-Tenth of One Percent Public Safety Sales Tax” is hereby created to read as follows:

3.90.10 Tax Imposed

To provide funding for criminal justice purposes as authorized by Section 201, Chapter 350, Laws of Washington 2025, an additional one-tenth of one percent (0.001%) sales and use tax is hereby levied, fixed, and imposed on all taxable events within the city as defined in chapter 82.08, 82.12, or 82.14 RCW.

3.90.20 Applicability of the Tax

The tax shall be imposed upon and collected from those persons from whom sales tax or use tax is collected in accordance with chapter 82.08 or 82.12 RCW, and shall be collected at the rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

3.90.30 Additional Tax

The additional sales and use tax shall be in addition to all other existing sales and use taxes currently imposed by the city.

Section 3. Notice to Department of Revenue. The City Clerk is requested to submit this ordinance to the Department of Revenue and take all steps necessary to implement and collect the tax imposed by this Ordinance.

Section 4. Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section or subsection numbers and any references thereto.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication. The additional tax imposed by Section 2 shall apply to taxable events occurring on or after July 1, 2026.

ADOPTED by the City Council this 6th day of April, 2026.

CITY OF LAKEWOOD

Attest:

Paul Bocchi, Mayor

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney



TO: Mayor, Deputy Mayor, and City Councilmembers

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

THROUGH: DOUG RUSSELL, CITY MANAGER *Doug Russell*

DATE: MARCH 9, 2026

SUBJECT: REVIEW OF ZIPLY FIBER FRANCHISE

Summary

- **Section 1 Definitions** – Includes “Emergency Situation” as defined by the City to mean an emergency involving likely loss of life or substantial property damage as determined by City in good faith.
- **Section 3. Construction and Maintenance.** – References pavement degradation fee and 5-year cut pavement moratorium. Any substandard excavation will be fixed within 5 business days at Grantee’s expense.
- **Section 4. Location and Relocation of Facilities.** – No new poles emphasized. Grantee may offer alternative to relocation.
- **Section 8. Franchise Term.** – Initial five-year term, with up to three, five-year extensions, for potential total of twenty years.
- **Section 10. Undergrounding.** – The City may direct franchisee to underground above-ground facilities at no cost in lieu of relocating them.
- **Section 12. Shared Use of Excavations and Trenches.** – City or Grantee shall offer opportunity to share an excavation if reasonable to do so. 5-year pavement cut moratorium emphasized.
- **Section 14. Bonding Requirement** – Bond amount set and approved by the Planning and Public Works Director.
- **Section 15. Street Vacation.** – Grantee must remove facilities at no cost during street vacation, unless condition of vacation allows Grantee the right to have facilities remain.

ORDINANCE XX

AN ORDINANCE OF THE CITY OF LAKEWOOD GRANTING ZIPLY FIBER PACIFIC, LLC DBA ZIPLY 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, Ziplly Fiber Pacific, LLC doing business as Ziplly Fiber ("Grantee"), a Washington limited liability company is a Washington Utilities and Transportation certificated competitive telecommunications carrier.

WHEREAS, the Grantee plans to to build telecommunication infrastructure to provide internet services to customers in the City of Lakewood, Washington ("City").

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, and shall specifically include any joint venture in which Grantee has an ownership interest.

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 telecommunications facilities

constructed and/or operated within the City's Rights-of-Way and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

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, means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. Telecommunications Service excludes the over-the-air transmission of broadcast television or broadcast radio signals. For clarity, Telecommunications Service specifically includes Internet access.

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 providing Telecommunications Service, 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.

B. In the event that Grantee's Facilities, operations, or excavations 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, or 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 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, which shall be no less than five (5) business days, except in an Emergency Situation.

C. In the event Grantee fails to promptly take action as directed by the City pursuant to Section 3(B), or fails to fully comply with such direction, or if an Emergency Situation exists which require immediate action to prevent imminent injury or damage to persons or property, the City may take action as it reasonably believes is necessary with respect to Grantee's Facilities or operations to protect persons or property and in such event Grantee shall be responsible to reimburse the City for its costs incurred in so doing.

D. 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.

E. 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.

F. 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 Planning and Public Works department 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 due to the 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, except as otherwise provided in RCW 35.99.060, 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.

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

F. 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.

G. 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.

H. 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.

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. Such moratorium may be appealed by Grantee to the City's Hearing Examiner.

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 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 the provision of Telecommunications Service, as set forth herein.

Section 9. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Lakewood, as they now exist or may hereafter be amended, including but not limited to the provisions of Lakewood Municipal Code. Nothing in this Ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

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

C. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will negotiate in good faith with the City to amend the Franchise to expand the revenue base on which such tax is applied consistent with the requirements of Section 21.

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 42.56.

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

B. 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. 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. In the event such a transfer, assignment, or disposal of franchisee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval. Notwithstanding the foregoing, Grantee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.

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

Section 17. Abandonment and Removal of Facilities.

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

Section 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. 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.

C. 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.

D. 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: ZiPLY Fiber Pacific Attn: Legal Department 135 Lake Street South, Suite 155 Kirkland, WA 98033 Legal@ziPLY.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.

A. 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.

A. 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 reasonable administrative costs in drafting, which payment shall not exceed \$2,000, as an administrative fee to cover the cost to the City of preparing this franchise.

ADOPTED by the City Council this 16th day of March, 2026.

CITY OF LAKEWOOD

Attest:

Paul Bocchi, Mayor

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Approved by Ziplly Fiber Pacific, LLC:

Name:

Title:

Date:



TO: Mayor, Deputy Mayor, and City Councilmembers

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

THROUGH: DOUG RUSSELL, CITY MANAGER *Doug Russell*

DATE: MARCH 9, 2026

SUBJECT: REVIEW OF NFC NORTHWEST FRANCHISE

Summary

- **Section 1. Definitions** – Includes “Emergency Situation” as defined by the City to mean an emergency involving likely loss of life or substantial property damage as determined by City in good faith.
- **Section 3. Construction and Maintenance.** – References pavement degradation fee and 5-year cut pavement moratorium. Any substandard excavation will be fixed within 5 business days at Grantee’s expense.
- **Section 4. Location and Relocation of Facilities.** – No new poles emphasized. Grantee may offer alternatives to relocation.
- **Section 8. Franchise Term.** – Initial five-year term, with up to three, five-year extensions, for potential total of twenty years.
- **Section 10. Undergrounding.** – The City may direct franchisee to underground above-ground facilities at no cost in lieu of relocating them.
- **Section 12. Shared Use of Excavations and Trenches.** – City or Grantee shall offer opportunity to share an excavation if reasonable to do so. 5-year pavement cut moratorium emphasized.
- **Section 14. Bonding Requirement** – Bond amount set and approved by the Planning and Public Works Director.
- **Section 15. Street Vacation.** – Grantee must remove facilities at no cost during street vacation, unless condition of vacation allows Grantee the right to have facilities remain.

ORDINANCE NO. XXX

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

WHEREAS, NFC Northwest LLC ("Grantee"), a Washington limited liability company is a Washington Utilities and Transportation certificated competitive telecommunications carrier.

WHEREAS, the Grantee plans to to build telecommunication infrastructure to provide internet services to customers in the City of Lakewood, Washington ("City").

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, and shall specifically include any joint venture in which Grantee has an ownership interest.

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 telecommunications facilities constructed and/or operated within the City's Rights-of-Way and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

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, means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. Telecommunications Service excludes the over-the-air transmission of broadcast television or broadcast radio signals. For clarity, Telecommunications Service specifically includes Internet access.

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 providing Telecommunications Service, 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.

B. In the event that Grantee's Facilities, operations, or excavations 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, or 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 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, which shall be no less than five (5) business days, except in an Emergency Situation.

C. In the event Grantee fails to promptly take action as directed by the City pursuant to Section 3(B), or fails to fully comply with such direction, or if an Emergency Situation exists which require immediate action to prevent imminent injury or damage to persons or property, the City may take action as it reasonably believes is necessary with respect to Grantee's Facilities or operations to protect persons or property and in such event Grantee shall be responsible to reimburse the City for its costs incurred in so doing.

D. 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.

E. 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.

F. 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 Planning and Public Works department 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 due to the 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, except as otherwise provided in RCW 35.99.060, 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.

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

F. 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.

G. 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.

H. 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.

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. Such moratorium may be appealed by Grantee to the City's Hearing Examiner.

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 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 the provision of Telecommunications Service, as set forth herein.

Section 9. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Lakewood, as they now exist or may hereafter be amended, including but not limited to the provisions of Lakewood Municipal Code. Nothing in this Ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

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

C. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will negotiate in good faith with the City to amend the Franchise to expand the revenue base on which such tax is applied consistent with the requirements of Section 21.

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 42.56.

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

B. 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. 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. In the event such a transfer, assignment, or disposal of franchisee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval. Notwithstanding the foregoing, Grantee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.

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

Section 17. Abandonment and Removal of Facilities.

A. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Planning and Public Works Director. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Notwithstanding the above, the City may permit Franchisee's Facilities to be abandoned and placed in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of any Facilities to the City, the Grantee shall submit to the City a proposal and

instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place and which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; *provided however*, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place.

Section 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. 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.

C. 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.

D. 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:

<p>City of Lakewood: Planning and Public Works Director City of Lakewood 6000 Main Street SW Lakewood, WA 98499-5027</p>	<p>Grantee: NFC Northwest, LLC Attn: Legal Department 135 Lake Street South, Suite 155 Kirkland, WA 98033</p>
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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.

A. 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.

A. 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 reasonable administrative costs in drafting, which payment shall not exceed \$2,000, as an administrative fee to cover the cost to the City of preparing this franchise.

ADOPTED by the City Council this 16th day of March, 2026.

CITY OF LAKEWOOD

Attest:

Paul Bocchi, Mayor

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Approved by NFC Northwest, LLC:

Name:
Title:
Date: