



LAKWOOD CITY COUNCIL AGENDA

Monday, March 16, 2026

6:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

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

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

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

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

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

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

<http://www.cityoflakewood.us>

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

1. Business Showcase. – *Lakewood Auto Body*

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

- (4) A. Approval of the minutes of the City Council meeting of March 2, 2026.
- (10) B. Motion No. 2026-21

Authorizing the execution of an agreement with SCJ Alliance, in the amount of \$100,000, for the Camp Murray Boat Launch Master Plan.
- (28) C. Motion No. 2026-22

Updating the 2026 Planning Commission Work Plan.
- (32) D. Items filed in the Office of the City Clerk:
 1. Arts Commission meeting minutes of February 9, 2026.
 2. Planning Commission meeting minutes of February 18, 2026.

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

- (37) Ordinance No. 847

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.

(54) Ordinance No. 848

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.

UNFINISHED BUSINESS

NEW BUSINESS

ITEMS FOR DISCUSSION

- (71) Update and Request for Direction regarding H-Barn Restoration Project.
- (73) Review of the FY 2026 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Programs.
- (133) Review of amendments to Lakewood Municipal Code Chapter 5.60 related to Rental Housing Licensing.
- (161) Review of Resolution updating the City's Purchasing Policies.

REPORTS BY THE CITY MANAGER

CITY COUNCIL COMMENTS

ADJOURNMENT



LAKEWOOD CITY COUNCIL MINUTES

Monday, March 2, 2026

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://us02web.zoom.us/j/86872632373>

Dial +1(253) 215- 8782 Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 6 – Mayor Paul Bocchi, Deputy Mayor Patti Belle, Councilmembers Ellen Talbo, Philip Lindholm, Ryan Pearson and J. Trestin Lauricella.

Councilmember Excused: 1 – Councilmember Michael Brandstetter.

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS AND PRESENTATIONS

Proclamation recognizing March, 2026 as American Red Cross Month.

COUNCILMEMBER LINDHOLM PRESENTED A PROCLAMATION RECOGNIZING MARCH, 2026 AS AMERICAN RED CROSS MONTH TO LARRY BLEICH, COMMUNITY LEADER, AMERICAN RED CROSS – SOUTH PUGET SOUND AND OLYMPICS CHAPTER.

Youth Council Report.

Youth Councilmember Danielle DeJesus shared that in February students created Valentines cards for residents, presented to the Lakewood Rotary Club and volunteered at the Lakewood First Lions Crab Feed.

Youth Councilmember Naela Collins shared that students will be volunteering at various events throughout the community and she spoke about the need for individuals to participate in Skills Stations at the Youth Summit on April 18th.

Clover Park School District Report.

Janet Caldwell, Boardmember, Clover Park School District (CPSD) shared that due to budget uncertainty there is a proposal to eliminate four positions, the graduation rate is 93.7% and she spoke about educational programming to strengthen student achievement. She reported that the STEAM Fair will be held on March 7th from 9 a.m. to 1 p.m. at Harrison Preparatory School, March 9-13th is Classified Employees Week, on March 11th the CPSD Board will hold a Budget Workshop and there will be a Financial Aid Night on April 15th. She then recognized students who received Thesby Awards and participated in a College and Career Summit in February.

PUBLIC COMMENTS

Paul Brice, Lakewood resident, spoke in support of allowing retail cannabis in the City.

Sharlynn Gates, Lakewood resident, expressed appreciation for the Lakewood Police Department Officers who responded to an incident last weekend in her neighborhood.

Haley Ivey, Lakewood resident, spoke in support of valuing and preserving natural vegetation and wildlife at the Seeley Lake trailhead and the protection of the Chambers Creek Watershed.

Christina Manetti, Lakewood resident, expressed concerns about the new permit portal due to lack of timely document accessibility.

Christina Manetti, Garry Oak Coalition, spoke about the loss of critical areas and Garry Oak trees throughout the city.

Ebrahim Mirjalili, Lakewood resident, spoke about the payroll check approval and the city's land surveyor.

Mark Herr, Lakewood resident, spoke about expanding his business operations into Pierce County and continuing to enhance the city's relationship with the Lakewood Chamber of Commerce.

John Burns, Lakewood resident, spoke in support of fiscal responsibility and increased communication from the city.

James Dunlop, Lakewood resident, spoke in support of the protection and maintenance of the natural environment and Garry Oak trees at all stages of their life cycle.

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

- A. Approval of the minutes of the City Council study session of February 9, 2026.
- B. Approval of the minutes of the City Council meeting of February 17, 2026.
- C. Approval of claims vouchers, in the amount of \$3,746,613.02, for the period of January 16, 2026 through February 13, 2026.
- D. Approval of payroll checks, in the amount of \$3,181,225.22, for the period of January 16, 2026 through February 15, 2026.
- E. Motion No. 2026-17
- Authorizing the execution of an agreement with CivilAir Engineers, PLLC, in the amount of \$950,000, for Downtown Subarea Transportation Feasibility Study.
- F. Motion No. 2026-18
- Authorizing the execution of an agreement with Pacific Rim Talent, in the amount of \$52,350, for special event entertainment.
- G. Motion No. 2026-19
- Authorizing the execution of an agreement with Cascade Right of Way Services, in the amount of \$79,835, for real estate negotiation services related to the Mt. Tacoma – Interlaaken to Whitman Project.
- H. Motion No. 2026-20
- Authorizing the award of a construction contract to R.L. Alia Co., in the amount of \$1,780,137, for the Custer Road – Bridgeport to 75th Project.
- I. Items filed in the Office of the City Clerk:
1. Lakewood’s Promise Advisory Board meeting minutes of January 8, 2026.
 2. Planning Commission meeting minutes of January 21, 2026.
 3. Parks and Recreation Advisory Board meeting minutes of January 27, 2026.

Councilmember Talbo requested Item No. E, Motion No. 2026-17 be removed from the Consent Agenda.

MAYOR BOCCHI MOVED TO ADOPT THE CONSENT AGENDA, MINUS ITEM NO. E, MOTION NO. 2026-17. SECONDED BY COUNCILMEMBER PEARSON. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

COUNCILMEMBER TALBO MOVED TO ADOPT ITEM NO. E, MOTION NO. 2026-17. SECONDED BY COUNCILMEMBER LAURICELLA. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

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

ORDINANCE

Ordinance No. 846 Amending engineering development regulations, including the Engineering Standards Manual, Lakewood Municipal Code (LMC) Titles 12 and 13, and Chapter 18A.20.

COUNCILMEMBER PEARSON MOVED TO ADOPT ORDINANCE NO. 846. SECONDED BY COUNCILMEMBER LINDHOLM. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

City Manager Russell shared that a review of the Lakewood Station Kendrick Street project 30% design and review of an Ordinance related to the one tenth of one percent sales tax for public defense will come forward at the March 9th Council meeting.

He announced the following upcoming meetings and events:

- March 5, 6 P.M., Oakbrook Neighborhood Meeting, Oakbrook Elementary

- March 6, 5:30 P.M., Clover Park Rotary Invitational, McGavick Conference Center
- March 10, 6:30 P.M., Tillicum Neighborhood, Tillicum Community Center
- March 11, 7 P.M., Lake City Neighborhood Association Meeting, Lake City Fire Station

CITY COUNCIL COMMENTS

Councilmember Lauricella shared that last week he attended the Community Services Advisory Board meeting. He recognized the work that has been completed on the Nyanza Road improvement project and shared that he will attend the STEAM Fair.

Councilmember Talbo shared that she attended the Asia Pacific Cultural Center New Year Celebration, the Fort Steilacoom Neighborhood Association meeting and she complimented the work on the Interlaaken Drive improvement project. She shared that this weekend she will attend the Lakewood Multicultural Coalition Gala.

Councilmember Pearson shared that last week he attended meetings with the State Legislative Delegation in Olympia, the Downtown Neighborhood Association meeting, Puget Sound Regional Council and the Parks and Recreation Advisory Board meeting.

Councilmember Lindholm shared that last week he attended the Community Services Advisory Board meeting and the American 250 food donation event. He shared that this week he will attend the Lakewood Rotary Invitational, South Sound Housing Affordability Partnership (SHAA³P) meeting and the Lakewood Multicultural Coalition Gala.

Deputy Mayor Belle thanked those who provided comments this evening and the Youth Council for their work on coordinating the Youth Summit. She shared that she will attend the Lakewood Multicultural Coalition Gala and congratulated the Clover Park High School Timberwolf Basketball Team for their season.

Mayor Bocchi spoke about meetings he attended with the State Legislative Delegation and Congresswoman Strickland as well the Chief Leschi Honor Walk.

At 8:30 p.m., Mayor Bocchi, announced that the City Council will recess into Executive Session for approximately 15 minutes pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. The City Council is not expected to take action following the Executive Session other than to adjourn the meeting. Present for the Executive Session: Mayor Bocchi, Deputy Mayor Belle, Councilmembers Talbo, Lindholm, Pearson, Lauricella, City Manager Russell, City Attorney Wachter and Planning, Public Works Director Jeff Rimack and Assistant Director Angie Silva.

The City Council recessed at 8:30 p.m. At 8:45 p.m., Mayor Bocchi announced that the Executive Session will be extended for an additional 10 minutes. At 8:55 p.m., Mayor Bocchi announced that the Executive Session will be extended for an additional five minutes. The City Council reconvened at 9:00 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:00 p.m.

PAUL BOCCHI, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: March 16, 2026	TITLE: Contract Authorizing the execution of an agreement with SCJ Alliance, in the amount of \$100,000, for the Camp Murray Boat Launch Master Plan.	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2026-21 — OTHER
REVIEW:	ATTACHMENTS: Contract	

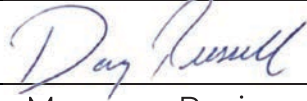
SUBMITTED BY: Roxanne Miles, PRCS Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute a contract with SCJ Alliance, in the amount of \$100,000, for development of a master plan for the Camp Murray Boat Launch.

DISCUSSION: The contractor will work with city staff, stakeholders and steering committee members to fulfill the Memorandum of Understanding agreement entered by the City of Lakewood and the Washington Military Department to define feasible and fundable site improvements to improve Lakewood resident access and use of the federally owned and managed Camp Murray Boat Launch.

ALTERNATIVE(S): Council may reject the selected contractor. Contractor was selected through a competitive request for qualifications that included 5 submissions.

FISCAL IMPACT: The fiscal impact is \$100,000. ARPA funding has been identified and authorized for the project.

Ted Thelin Prepared by	 City Manager Review
Roxanne Miles Department Director	

**PROFESSIONAL SERVICES AGREEMENT
FOR**

This Professional Services Agreement ("Agreement"), made and entered into this _____ day of _____, 20____, by and between the City of Lakewood, a Washington municipal corporation ("City"), and _____, ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

:	<p>CITY OF LAKEWOOD: 6000 Main Street SW Lakewood, WA 98499 Attn: Phone: Email:</p>
---	---

The Parties agree as follows:

1. TERM. The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than ____("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

2. SERVICES. The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

3. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party __ days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails

to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided

herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limit:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. WORK PRODUCT. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City. **Any reuse of product for another project shall be without liability to the contractor.**

8. BOOKS AND RECORDS. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. INDEPENDENT CONTRACTOR. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

10. CONFLICT OF INTEREST. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

11. EQUAL OPPORTUNITY EMPLOYER. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. GENERAL PROVISIONS.

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Contractor's Employees – Employment Eligibility Requirements. The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

12.5 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. 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. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.6 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.


[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

Date: _____

CITY OF LAKEWOOD

Doug Russell, City Manager



ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

EXHIBIT "A"

SERVICES

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Contractor shall do or provide the following:

EXHIBIT "B"

COMPENSATION

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed \$_____ Dollars and Washington State sales tax equal to \$_____ Dollars for a total amount not to exceed \$_____.

2. Method of Compensation:



Exhibit A

Camp Murray Public Recreational Boat Launch & Waterfront Recreation Master Plan Lakewood, Washington Scope of Work

Prepared For: Roxanne Miles
Parks, Recreation & Community Services Director
City of Lakewood

Prepared By: Trent Grantham, PLA, Senior Project Manager

Date prepared: March 10, 2026

Project Understanding

The Consultant will provide master planning services to support development of a shoreline boat launch and day-use recreation facility. Services will be completed in four phases and include project initiation, community engagement, concept development, technical feasibility, and preparation of a final master plan and funding strategy. Work will be coordinated closely with City staff and project stakeholders.

Phase 01 – Project Management and Administration

Task 1 Project Management and Client Coordination

- 1) Management: Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work of identified phases rather than specific tasks.
- 2) Progress Billings: Prepare a monthly progress bill with weekly progress reports attached.
- 3) Filing: Develop a project filing system and maintain project files in one centralized location. Periodically purge draft and redundant documents.
- 4) Subconsultant Administration: Execute and administer sub agreements. Review and approve monthly invoices.

Task 2 Quality Assurance/Quality Control

- 1) QA/QC: Provide senior level review of task deliverables before submittal to the City Audit quality check activities and documentation on a periodic basis.

Deliverables

- ◆ Monthly Progress Report submitted via email in PDF format.
- ◆ Progress billings submitted monthly submitted via email in PDF format



Phase 02 - Project Initiation & Existing Conditions Assessment

Task 1 Project Kickoff & Coordination

- 1) Conduct a kickoff meeting with City staff to confirm project goals, communication protocols, schedule, decision milestones, and document management procedures.
- 2) Prepare project schedule.

Task 2 Background Review

- 1) Review applicable background documents including the Comprehensive Plan, Shoreline Master Program, Parks and Recreation plans, MOU, leases, site reports, and available grant criteria/terms.
- 2) Site Reconnaissance & Existing Conditions Assessment.
 - ◆ Conduct a site visit and document existing conditions including access and circulation, shoreline and water access, topography, drainage and floodplain constraints, environmental and regulatory constraints, utility availability and capacity, and ADA accessibility and safety considerations.
 - ◆ Draft Base Plan

Task 3 Permitting, Pathways & Funding Alignment

- 1) Identify key permitting considerations and align early planning assumptions with potential funding sources to support feasible, funding-ready concepts.
- 2) Identify sources of funds based on ownership and agreements for pursuing funds and protect the interests as identified in the process.
- 3) Identify which municipality, timing and funding sources to define terms/strategies for implementation.

Deliverables:

- ◆ Existing Conditions & Constraints Assessment
- ◆ Project Goals and Schedule
- ◆ Funding Strategy Memorandum

Phase 03 – Stakeholder Engagement

Task 1 Engagement Strategy & Meeting Schedule

- 1) Develop an engagement plan in coordination with City staff, including engagement methods, schedule, and supporting materials. This task includes determining need for a charter document, meeting logistics, dates and invite list. The City will be responsible for determining attendees and agencies represented on the Steering Committee and Stakeholder Interview list. SCJ will support with agenda setting, meeting facilitation and materials.

Task 2 Stakeholder Interviews

- 1) Conduct interviews with key stakeholders (City of Lakewood, West Pierce Fire District, WA Military Department, Washington Department of Fish & Wildlife) to establish opportunities and constraints of site. Meetings are scoped for 1 hour per stakeholder, plus prep time.



Task 3 *Steering Committee*

Three Steering Committee meetings are scoped for the project:

- 1) Kickoff meeting to clarify project objectives, establish Guiding Principles, priorities, and constraints. Discuss full range of programming needs from site infrastructure, shoreline and owner limitations.
- 2) Plan Alternatives review meeting
- 3) Meeting to review community feedback and establish preferred concept

Task 4 *Site Planning Principles*

- 1) Based on feedback from Stakeholder interviews and background review, develop park priorities and design considerations to inform concept development.

Deliverables:

- ◆ Steering Committee Meeting Schedule
- ◆ Stakeholder Interview Summaries
- ◆ Steering Committee Agendas and Meeting Materials
- ◆ Park Planning Principles and Design Considerations Diagram

Phase 04 – Environmental Assessment (Marine Floats)

Task 1 *Boat Launch & Shoreline Access Feasibility*

- 1) Evaluate ramp configurations, docks/floats, navigational safety, loading efficiency, and separation from passive recreation areas.

Task 2 *Environmental & Site Constraints Review*

- 1) Identify shoreline jurisdiction, wetlands, floodplains, critical areas, erosion control needs, cultural resources, habitat opportunities, and climate resilience considerations.

Task 3 *Mapping/ GIS*

- 1) Provide project data in geospatial formats as available.
- 2) Coordinate Utility Locate with Camp Murray.

Deliverables

- ◆ Environmental Feasibility and Constraints Memo
- ◆ Site Base Map (GIS and Graphic)

Phase 05 – Program Development, Technical Feasibility & Concept Alternatives

Task 1 *Program Development & Site Framework*

Prepare a site framework informed by Steering Committee and stakeholder input, including planning principles and performance criteria.

- 1) Access, Circulation & Parking Analysis – Evaluate access through Tillicum and at gate, internal circulation, turning movements for vehicles with trailers, parking demand, ADA access, and trail connections.



- 2) Utilities, Stormwater & Infrastructure Feasibility – Assess availability and capacity of water, sewer, electrical service, stormwater management needs, and low-impact development strategies.
- 3) Operations, Maintenance & Safety Review – Evaluate maintenance access, waste management, emergency access, lighting and visibility, and application of CPTED principles.
- 4) Security – Confirm security protocols, allowances and limitations

Task 2 *Concept Plan Development (Two Alternatives)*

- 1) Prepare two distinct, feasible, concept master plans with supporting diagrams and rendered graphics.
- 2) Present both concepts to staff using the design considerations developed through the previous phases
- 3) These two alternatives will be presented at the second Steering Committee meeting. SCJ will revise alternative based on comments prior to sharing at community outreach event.

Deliverables

- ◆ Two Concept Alternative drawings for review with City
- ◆ City reviewed and updated Concept Drawings for Community engagement

Phase 06 – Community Outreach

Task 1 *Outreach Event*

- 1) Plan and facilitate one open house meeting, including meeting materials and facilitation.
- 2) Event will be in-person, ideally within the Tillicum Woodbrook Neighborhood.
- 3) SCJ will also prepare materials for an online/virtual open house webpage with project materials that will be available before, during and after the in-person event. The duration of webpage being live will be determined by the Client.

Deliverables

- ◆ In-Person and Virtual Workshop materials
- ◆ Two Concept Master Drawings

Phase 07 – Draft and Final Master Plan

Task 1 *Refine and Prepare Preferred Alternative*

A final master plan will be prepared that incorporates preferred elements from the concepts. The plan will include:

- 1) Site Planning Principles graphic, showing how park planning principles are found in the preferred alternative
- 2) A phased development strategy aligned with funding opportunities
- 3) Planning-level opinions of probable costs by phase Identification of grant-eligible components and readiness considerations

Task 2 *Final Graphics & Documentation*

- 1) Final graphics and documentation will be formatted for use in funding applications, capital planning, and public communication.



- 2) Graphic overlays that include environmental restrictions, utilities, setbacks, travel ways, ADA routes, pedestrian access, parking, structures, ramps and docks

Deliverables

- ◆ Draft Master Plan Document
- ◆ Final Master Plan Document with final preferred alternative rendered graphics, phasing, and funding strategies

Phase 99 - Expenses

Expenses will be charged on a time and material basis and include items such as travel, mileage, plan reproduction, copies, etc. All expenses will include a 10% administrative fee. A budget of \$732.71 will be included in the contract for expenses.

Budget Summary	Budget	Type
Phase 01 – Project Management	\$ 8,634.00	Lump Sum
Phase 02 – Project Initiation & Existing Conditions Assessment	\$ 14,166.00	Lump sum
Phase 03 – Stakeholder Engagement	\$ 17,994.00	Lump sum
Phase 04 – Environmental Assessment (Marine Floats)	\$ 7,920.00	Lump Sum
Phase 05 – Program Development, Feasibility & Concept Alternatives	\$ 26,199.00	Lump Sum
Phase 06 – Community Outreach	\$ 9,528.00	Lump Sum
Phase 07 – Draft and Final Master Plan	\$ 14,698.00	Lump Sum
Phase 99 – Expenses	\$ 732.71	T&M
Total Fee	\$ 99,871.71	(LS and T&M)

Assumptions (for all phases)

- ◆ A project schedule will be provided at time of approval of contract.
- ◆ Progress billings will be submitted monthly to the City and will be emailed in PDF format.
- ◆ The City of Lakewood shall complete its review of any submitted materials and return consolidated comments within one (1) week of the final submittal date.
- ◆ The City of Lakewood will consolidate all review comments from City staff on the draft submittal into a single coordinated document and provide it to SCJ for incorporation into the revised submittal.
- ◆ The City of Lakewood shall provide the following ArcGIS info - Wetlands and buffers, FEMA floodplain boundaries, Critical areas overlays, Shoreline jurisdiction, Habitat corridors or protected areas, Soil classifications, Water mains, hydrants, valves, Sanitary sewer mains, manholes, Storm drainage systems, Catch basins and outfalls, Franchise utilities, power, gas, Irrigation mainlines (if municipally owned), and Streetlight locations.
- ◆ All Submittals will be made in PDF format and submitted electronically.
- ◆ Traffic Impact Analysis (TIA) is not included.
- ◆ All known site features will be gathered from publicly available GIS sources. The City will provide access to known data not published on publicly available sites.

EXHIBIT B - PHASE SUMMARY TABLE



Camp Murray Boat Launch

Project #: 26-000072

Phase #	Phase Title	SCJ Hours	SCJ Direct Labor	Total Cost
<i>SCJ Labor</i>				
PHASE 01	Project Management	46.0	\$8,634	\$8,634
PHASE 02	Project Initiation & Conditions Assessment	74.0	\$14,166	\$14,166
PHASE 03	Stakeholder Engagement	92.0	\$17,994	\$17,994
PHASE 04	Environmental Assessment (Marine Floats)	0.0	\$0	\$0
PHASE 05	Program Development, Feasibility and Concept Alternatives	161.0	\$26,199	\$26,199
PHASE 06	Community Outreach	52.0	\$9,528	\$9,528
PHASE 07	Draft & Final Master Plan	92.0	\$14,698	\$14,698
Subtotal		517.0	\$91,219.00	\$91,219.00
<i>Subconsultants</i>				
PHASE 04	Marine Floats			\$4,800
PHASE 04	Marine Floats			\$2,400
	Subconsultant Markup:			\$720
Subtotal				\$7,920.00
<i>Reimbursable Expenses</i>				
Phase 99	Reimbursable Expenses			\$666
	Reimbursable Markup:			\$67
Subtotal				\$732.71
<i>Management Reserve Fund (MRF)</i>				
Phase 98				\$0
Total				\$99,871.71

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE:	TYPE OF ACTION:	
March 16, 2026	A Motion updating the 2026 Planning Commission Work Plan	—	ORDINANCE NO.
		—	RESOLUTION NO.
REVIEW: March 9, 2026 February 17, 2026	ATTACHMENTS: Draft 2026 Planning Commission Work Plan	<u>X</u>	MOTION NO. 2026-22
		—	OTHER

SUBMITTED BY: Tiffany Speir. PPW Planning Division Manager

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

DISCUSSION: Under LMC Chapter 2.90.040, the City Council may grant to the Planning Commission jurisdiction, powers, duties and authority as City Council deems appropriate and consistent with state and City law.

On March 9, 2026, the City Council directed staff to prepare an updated 2026 Planning Commission Work Plan reflecting the incorporation of Natural Environment and Climate Change (NECC) program needs for HB 1181 compliance. The Council further directed that the Planning Commission convene, as needed, ad-hoc committees composed of technical experts and community representatives to inform the Planning Commission’s recommendations to the City Council.

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		
Convene Natural Environment and Climate Change ad-hoc Advisory Committee(s) to assist in HB 1181 deliverables and compliance.		X	X	X

Work Plan Topic	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr
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.		X	X	
Review NECC Program public outreach strategies and help integrate feedback from overburdened communities.			X	X
Assist with -community engagement regarding the Lakewood Urban Forestry program.		X	X	X
Assist with community engagement and equity mapping for the NECC Program Climate Vulnerability Assessment.			X	X
Provide feedback on the development of the City Urban Heat Resilience Strategy and Native & Climate-Resilient Planting Plan.			X	X
Review draft Urban Forest Management Plan.			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:

- [Reviews](#) and provide recommendation to the City Council on the Draft CDBG 5-Year Consolidated Plan and Annual Action Plan;
- [Receives](#) 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;
- [Acts](#) 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;
- [Convenes, as needed, ad-hoc committee\(s\) of no-more than 7 members composed of topical subject matter experts and community representatives to inform Planning Commission recommendations to the City Council regarding the City’s Natural Environment and Climate Change \(NECC\) Program and HB 1181 deliverables. Such committees shall include no more than 2 Planning Commission members.](#)
- 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.



**Arts Commission Meeting Minutes
Monday, February 9, 2026**

City of Lakewood – American Lake Conference Room
6000 Main Street SW Lakewood, WA 98499

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

Telephone via Zoom: 253.215.8782 Participant ID: 996 7750 5460

CALL TO ORDER

The meeting was called to order at 5:30 p.m.

ROLL CALL

Arts Commission Members Present: Emily Feleen-Chair, Earl Borgert-Vice Chair, Shauna Alexander, Nancy Camirand, Sylvi Estrella, Adie Kleckner, Laura Martinez, Lani Neil, Darryl Owens, Lua Pritchard, Kellis Parlett, Phil Raschke, Susan Warner

Arts Commission Members Excused: Adrianna Serrienne

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

Youth Council Liaison: Lucille Asadi- absent, Valeria Becerra- absent, Kenneth Ko-absent, Emily Molina-Vasquez- absent, Evelyn Molina-Vasquez- absent, Marco Munoz-absent, Alicia Stanford- absent, Joshua Velasco-absent, Bentley Webster-absent

City Council Liaison: Patti Belle

Guests: Council Member Mike Brandstetter, Laurie Davenport

PUBLIC COMMENT

APPROVAL OF MINUTES

LUA PRITCHARD MOVED TO ADOPT THE ARTS COMMISSION MEETING MINUTES OF DECEMBER 1, 2025, AS WRITTEN. SECONDED BY EARL BORGERT. MPU.

NEW BUSINESS

Elections: Emily Feleen asked if anyone wanted to be nominated to serve as Chair or Vice-Chair. Lua Pritchard motioned Emily Feleen to continue as Chair and for Earl Borgert to serve as Vice-Chair. Lani Neil seconded. MPU

UNFINISHED BUSINESS

Public Art Update for Wards Lake Park: Laurie Davenport shared her process and designs for the series of signal boxes in front of Wards Lake Park.

Wards Lake Public Art Update: The Portland Loo is wrapped. Laurie Davenport shared a Power Point with her completed signal box designs. The grand opening celebration will be Saturday, April 25, 2026.

30th Anniversary Coin Design: Council Member Mike Brandstetter thanked the commission for their exceptional job on the new Anniversary Coin design. Sylvie Estrella designed the oak leaf image on the back of the coin. Patti Bell gave excellent direction. Each member of the commission were given a coin in appreciation of their work.

Signal Box Update: In 2026 student art will be placed on signal boxes in six locations on Steilacoom Blvd. The print shop will measure the boxes and create templates. Sally Martinez shared an updated PowerPoint of the student art that was submitted from Pierce College and Hwa Sil Art Studio which was over 100 submissions. The commission used scoring forms to narrow down their top choices for student art. There were many adult students who submitted art as well. It was decided to separate them from the young students for this round of signal boxes, Additional criteria to consider included: images specific to Lakewood, bright and colorful, limited negative space, image can be clearly seen in a car and relatable. The art will be sent out prior to the next meeting for the commission to vote for their top six.

Rotating Art Update: The first quarter 2026 MLK Beloved Community Art reception will be March 2, 2026. The 11 participating artists include Shalom Aburu, Sandra Bocas, Charde' Brown, Miles Byrd, Lorra Jackson, Tyresha Jones-Smith, Rodney King, Edimbo Lekea, Kristen "Kcie" Monk, Darryl Owens, Jonarra Swanson.

The Spring Art Show will be hosted by the Korean Womens Artist Association. With a reception on April 20th. The Third quarter art show will be MP CarShowz car photography and will promote the car shows at the Fiesta de la Familia and SummerFEST. The reception is on July 20.

COMMISSION COMMENTS

Emily Feleen shared that the City Council came to a consensus on adding to the Arts Commission Work Plan a recommendation for public art on the Nyanza/Gravelly Lake roundabout.

NEXT MEETING

The next regular meeting of the Arts Commission is scheduled for Monday, March 9, 2026, at 5:00 p.m. in the American Lake Room at Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499

The Joint Commission meeting is scheduled for Monday September 14th at 7 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:08 p.m.



Earl Borgert, Vice- Chair



Sally Martinez, Recreation Coordinator



Lakewood Planning Commission February 18, 2026 Meeting Minutes

WELCOME/CALL TO ORDER

Mark Herr, Presiding Officer, called the meeting to order at 6:30 p.m.

ROLL CALL

Planning Commission Members Present:

Mark Herr, Chair; Linn Larsen, Vice Chair; James Merritt, Sharon Wallace, Christian Flores, Katie Crook, and Robert Estrada (arrived late after roll call and vote).

Planning Commission Members Excused:

Staff Tiffany Speir, PPW Planning Division Manager; Jeff Gumm, PPW Housing Division Manager; and Karen Devereaux, Commission Clerk

Council Liaison Councilmember Ms. Ellen Talbo (present)

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

MOTION (Larsen): To approve January 21, 2026, meeting minutes as presented.

SECONDED (Wallace). **PASSED 6 - 0.**

AGENDA UPDATES None.

PUBLIC COMMENT

Mr. Clint Johnson and Mrs. Johnson both made comments regarding the history of their property and its relation to the public right of way.

PUBLIC HEARINGS. None.

UNFINISHED BUSINESS None.

NEW BUSINESS

Review Annual Lakewood Housing and Permit Activity Report

Ms. Tiffany Speir explained that 16 amendments are recommended to various Lakewood Municipal Code (LMC) development regulations and maps concerning rental housing licensing. The proposed amendments to LMC Chapter 5.60 clarify that registration and inspection are for residential housing units, not just multi-housing complexes or rental housing complexes. This was always the intent, but the current language is not clear.

The amendments are based on state statutory and regulatory updates, staff experience and interaction with the City code, and customer feedback.

Ms. Speir continued reviewing each amendment with Commissioners and answered questions to clarify why each amendment had been proposed. Mr. Jeff Gumm was also present to answer questions and explain processes to the Commissioners.

Introduction to Proposed Changes to LMC Chapter 5.60 related to Rental Housing Licensing

Ms. Tiffany Speir clarified when LMC 5.60 was adopted, rental housing licensing/registration and inspection were combined into one code. The program was intended to comply with RCW 59.18.125, which is an inspection code only.

LMC Chapter 5.60 combines licensing/registration and inspection into one regulatory chapter. The current language provides exemptions from the entire code (business licensing as well as inspections) for specific units, which was not the intent.

It is scheduled for Planning Commission to hold a public hearing and take action on recommendations regarding the proposed changes on Wednesday, 3/4/26.

Council Liaison Comments

Council Member Ellen Talbo updated Planning Commissioners on the following topics:

- The City Council appointed a new Planning Commissioner, Ms. Katie Crook, who would replace Phillip Combs; and
- The City Council approved the expansion of locations where alcohol production and sales are permitted, including allowing breweries, distilleries, and tasting to be located in the MF(3) zone specifically located within the Station District Subarea.

City Staff Comments

The next meeting would be held March 4, 2026.

Planning Commission Members Comments None.

ADJOURNMENT Meeting adjourned at 7:54 p.m.

Mark Herr

Mark Herr, Chair

Karen Devereaux

Karen Devereaux, Commission Clerk

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: 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	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 847 <input type="checkbox"/> RESOLUTION NO. <input type="checkbox"/> MOTION NO. <input type="checkbox"/> OTHER
March 16, 2026		
REVIEW: March 9, 2026		
	ATTACHMENTS: Ordinance	

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

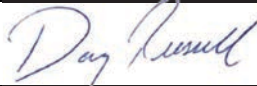
RECOMMENDATION: It is recommended that the City Council authorize the franchise agreement with Ziplly Fiber.

DISCUSSION: The substantive clauses in the Ziplly Fiber franchise are summarized as follows:

- **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.

ALTERNATIVE(S): The City Council may elect not to authorize the franchise agreement as presented. The City would return to negotiations with Ziplly Fiber.

FISCAL IMPACT: A 5% franchise fee on Ziplly Fiber gross revenues is applicable.

Michael Vargas Prepared by	 City Manager Review
-------------------------------	---

DISCUSSION (continued from page 1): The substantive clauses in the Ziplly Fiber franchise are summarized as follows:

- **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 NO. 847

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
---	--

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: Jessica Epley
Title: Vice President - Regulatory & External Affairs
Date:

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: 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	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 848 <input type="checkbox"/> RESOLUTION NO. <input type="checkbox"/> MOTION NO. <input type="checkbox"/> OTHER
March 16, 2026		
REVIEW:		
March 10, 2026		
ATTACHMENTS: Ordinance		

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

RECOMMENDATION: It is recommended that the City Council authorize the franchise agreement with NFC Northwest.

DISCUSSION: The substantive clauses in the NFC Northwest franchise are summarized as follows:

- **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.

ALTERNATIVE(S): The City Council may elect not to authorize the franchise agreement as presented. The City would return to negotiations with NFC Northwest.

FISCAL IMPACT: A 5% franchise fee on NFC Northwest gross revenues is applicable.

Michael Vargas Prepared by	 City Manager Review
-------------------------------	---

DISCUSSION (continued from page 1): The substantive clauses in the NFC Northwest franchise are summarized as follows:

- **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 NO. 848

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>
--	---

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: Bryon Springer, Jr.
Title: Chief Corporate Officer
Date:



To: Mayor, Deputy Mayor, and City Councilmembers

From: Roxanne Miles, Parks, Recreation & Community Services Director

Through: Doug Russell, City Manager *Doug Russell*

Subject: Update and Request for Direction regarding H-Barn Restoration Project

Date: March 16, 2026

Background & Joint Meeting Overview

The H-Barn project has been a multi-year effort to rehabilitate one of the structures in Fort Steilacoom Park into a multi-use facility that would be able to host various community programs and group gatherings.

Estimates for the renovation were initially in the \$7-\$7.5 million range. At that time, Partners for Parks initiated a fundraising campaign to raise between \$3-\$3.5 million and the City made a commitment to identify additional funding sources, such as grants and lodging tax funds.

Following 30% design, the full cost of development is an estimated \$13.5-\$14 million. At a council meeting in fall 2025, these increases were discussed, along with the need for significant additional funding sources to be located to move forward with the project. As a follow up to that decision, the city has included the H-Barn project in the legislative policy manuals, both for a State ask specifically for the silo restoration, and a Federal ask for the barns to be restored into a publicly accessible facility.

At a meeting on November 10, 2025, direction was provided that included proceeding to 60% design in a manner that maximized efficiency, utility of function for the facility, and kept the essence of the H-Barn and silos for the community and future users. One of the cost-saving options discussed included the potential for a prefabricated building. At this point in the design, a decision needs to be made as to whether we design around a prefabricated building or toward renovation of the barns using salvageable elements of the structures.

- **Do we proceed with 60% design with a prefabricated building assumption or with a commitment to renovation?** In general, base savings is estimated at appx \$500,000, however, all design specs will change and be reconfigured based on this decision. There is likely more savings due to an assumed reduction in construction complexity and timeline. The new cost estimate provided at 60% design will be

based on our decision of how to construct the facility. The Consultant will need 4-5 months for the 60% design work once a decision is made.

- Does using a prefabricated facility make the project ineligible for funding sources?** Not necessarily. If we remove the existing barn structures, which are contributing buildings within the Fort Steilacoom Historic District, we will need to respond to requirements to put 1% back into the project to honor the history of the facility; this is managed by the local DAHP office. Renovating the silos, adding historic interpretation and preserving restorable elements may be required. Currently, the connecting spine is the most compromised, but the leg buildings of the H could retain some foundation and framing. The ceiling would need to be heavily modified to be vaulted to provide lighting and ventilation. One barn door could be restored. While some elements could be true 'restoration', many elements require new construction to achieve stability, occupancy and functionality. If we move to demolition, the timeline and costs would be more predictable while both approaches will contribute to the historic usage of the site.

Updated Funding Profile

<p>Secured/Requested:</p> <ul style="list-style-type: none"> City of Lakewood (LTAC) \$2M Partners for Parks \$4M (\$1.5 design and \$2.5 construction) State Legislative Ask (In Budget) \$200,000 Total: \$6,200,000 	<p>Potential Sources:</p> <ul style="list-style-type: none"> Federal Legislative Request \$3.2M (Submitted) Washington State Historical Society Heritage Capital Grant \$1M (spring) PC Historic Preservation \$35,000 (fall) City of Lakewood (LTAC) \$2,000,000 TBD \$1,800,000 Total: \$8,035,000
--	--

Request

This project requires guidance from council on how to move forward at various stages. We are at the stage where guidance is needed on whether to move forward with a more historical restoration/rebuild approach or pursue a modern reconstruction approach with a commitment toward preservation of various components and interpretation of the historical uses of the building.



TO: Mayor and City Councilmembers

FROM: Jeff Gumm, Housing Division Manager

THROUGH: Doug Russell, City Manager *Doug Russell*
 Jeff Rimack, PPW Director

DATE: March 16, 2026

SUBJECT: FY 2026 Annual Action Plan (July 1, 2026 – June 30, 2027)

ATTACHMENTS: Draft 2026 Annual Action Plan

Background: This memorandum serves multiple purposes:

- 1) Provides as a brief review of HOME & CDBG programs;
- 2) Reviews the planning processes associated with the City’s allocation and expenditure of CDBG and HOME funds;
- 3) Reviews goals and outcomes associated with the current 5-YR 2025-2029 Consolidated Plan and FY 2026 Annual Action Plan;
- 4) Reviews CDBG expenditures by funding category since the City began receiving funds in 2000;
- 5) Introduces Council to the proposed use of funds for the FY 2026 Annual Action Plan, public participation, and timeline for submittal of the Plan;

What is HOME? Created by the National Affordability Housing Act of 1990, the HOME program’s primary intent is to increase the supply of decent, affordable housing for low- and very low-income households (not including shelter or transitional housing). Eligible activities include:

- 1) Homeowner rehabilitation;
- 2) Homebuyer activities;
- 3) Rental housing, including capitalization of project reserves and buy down of debt;
- 4) Tenant-based rental assistance;
- 5) New construction of low-income housing (rental/homeownership);
- 6) Property acquisition and project development, including on-site improvements; and
- 7) Project-related soft costs (architectural, engineering, financial counseling, affirmative marketing, and fair housing services).

HOME funds carry various programmatic regulations which can be found at 24 CFR Part 92. Funds received must be committed to an eligible activity within two years and must be expended within four years. Lakewood qualifies for HOME funding through the consortium process as a member of the Tacoma-Lakewood HOME consortium. HOME consortiums are required to be renewed and certified by HUD every three years.

What is CDBG? Authorized under Title I of the Housing and Community Development Act of 1974, the Community Development Block Grant (CDBG) program is a grant to local jurisdictions to assist in the development of viable communities. Funds are to be expended to principally benefit low- and moderate-income individuals through the provision of:

- 1) Decent housing;
- 2) A suitable living environment; and
- 3) Expanded economic opportunities.

Each CDBG grantee is responsible for choosing how best to serve its community's interests and meet the needs of eligible citizens.

Eligible CDBG activities include the following:

Affordable Housing

- Homeowner rehabilitation
- Down payment assistance
- Rental rehabilitation
- Acquisition and demolition
- Lead paint activities
- New construction, if carried out by a Community-Based Development Organization (CBDO)

Public Services

- Employment and education services
- Childcare
- Health and substance abuse services
- Services for seniors
- Fair housing counseling
- Services for homeless
- Job training and employment services

Public Facilities/Infrastructure

- Acquisition, construction, rehab or installation of public or community facilities
- Infrastructure installation or improvements (i.e. roads, sidewalks, sewers, street lighting, etc.)

Economic Development

- Microenterprise assistance
- Commercial rehabilitation
- Job training and technical assistance
- Special economic development – acquisition, construction, rehab, installation of property or equipment

CDBG funds carry various programmatic regulations which can be found at 24 CFR 570. CDBG carries two specific funding caps:

- 1) Administrative expenses may not exceed 20% of the current entitlement allocation and program income;
- 2) Public service activities may not exceed 15% of the current entitlement allocation, plus 15% of the preceding year's program income.

Additionally, 70% of CDBG funding must be used to benefit low- and moderate- income individuals over a one-, two- or three-year time period. CDBG funding faces an annual timeliness test (May 1st) to ensure funds in the jurisdiction's federal line-of-credit do not exceed 1.5 times the annual grant for its current program year.

CDBG and HOME planning process: HUD requires State and local governments to produce both a 5-Year Consolidated Plan and an Annual Action Plan to receive federal funding from the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

Five Year Plan

The 5-YR Consolidated Plan serves as a framework for identifying long-term housing, homeless, and community development needs and provides a strategic plan for how a community intends to expend CDBG and HOME funds in order to satisfy those needs over a specified five-year period of time. The purpose of the 5-YR Plan is to create a broad, yet consistent, long-term (5 year) vision to carry out activities consistent with HUD's national objectives.

Annual Action Plan

The Annual Action Plan on the other hand, is a single year action plan derived from the goals of the 5-YR Plan as well as annual community input. Annual Action Plans provide specific activities and funding actions to be carried out to meet goals and objectives identified in the 5-YR Plan.

Plan Creation

The creation of the 5-YR Plan and Annual Action Plan includes broad community outreach, public meetings, coordination with regional jurisdictions, governmental and quasi-governmental entities, city boards and committees, and various stakeholders including for profit and non-profit organizations serving low- and moderate-income individuals.

To date, the City held its first public hearing regarding the FY 2026 Annual Action Plan and received input on community development and housing needs to include – the need to support the development and maintenance of affordable housing; stabilization assistance and services to keep people from becoming homeless; deposit assistance; housing assistance for the elderly, servicemembers and youths; and assistance for Tillicum Community Center to fund a financial audit required by Commerce in order to apply for grant assistance to rehabilitate the center.

CDBG and HOME funding process: The City is currently in the process of creating a new 2026 Annual Action Plan for the allocation and expenditure of CDBG and HOME funding for the period of July 1, 2026 – June 30, 2027. The Plan is required as part of the CDBG/HOME funding process through the U.S. Department of Housing and Urban Development and requires coordination with the City of Tacoma as they are the lead agency in the joint Tacoma-Lakewood HOME Consortium.

Lakewood’s current 5-YR Consolidated Plan and Annual Action Plan goals:

Lakewood’s current 5-YR Consolidated Plan was adopted by Council on May 5, 2025 (Resolution 2025-06) and covers fiscal years 2025-2029 (July 1, 2025 – June 30, 2030), while the Draft FY 2026 Annual Action Plan (AAP) will cover only fiscal year 2026 (July 1, 2026 – June 30, 2027).

The 5-YR 2025-2029 Consolidated Plan outlines the city’s long-term community development needs, priorities, and strategic plan, as well as identifies and outlines the city’s long-term goals and objectives. The FY 2026 AAP will be the second such plan under the current 5-YR Consolidated Plan umbrella.

The 5-YR Plan identified four priority goals to target over the next five years, each a high priority:

1. Prevent/reduce homelessness & housing instability;
2. Support diverse rental & homeowner opportunities;
3. Support public infrastructure improvements; and
4. Stabilize existing residents and neighborhoods.

GOALS	Measure	5YR Consolidated Plan	FY 2025 AAP	FY 2026 AAP
1. Prevent/reduce homelessness & housing instability	Homeowner Housing Units Rehabilitated	20	8	7
	Tenant-Based Rental Assistance- Households	150	0	0
	Homeless Prevention- Persons	90	20	30
	Public Service- Persons	60	40	16
2. Support diverse rental & homeowner opportunities	Homeowner Housing Added	8	5	4
	Rental Housing Units	5	0	0
3. Support public infrastructure improvements	Public Facilities/Infrastructure- Persons	20,910	0*	0*

4. Stabilize existing residents and neighborhoods	Buildings Demolished-Dangerous/Nuisance	15	5	3
---	---	----	---	---

*Public infrastructure projects are reviewed annually to incorporate CDBG funding and ensure they:

- 1) Principally benefit low- and moderate-income individuals; and
- 2) Can be completed/expended timely (funds on hand cannot exceed 1.5 times the annual grant for its current program year).

What do CDBG expenditures look like since 2000? See Table 1 for historical expenditures for the CDBG program.

TABLE 1 CDBG Expenditure by Funding Priority (including Program Income)					
Year	Physical/ Infrastructure	Housing	Public Service	Economic Development	Administration
2000	\$537,860.10	\$102,275.13	\$34,030.65	\$0.00	\$103,618.22
2001	\$250,286.87	\$126,611.96	\$60,022.92	\$0.00	\$153,428.50
2002	\$451,438.00	\$357,309.63	\$78,145.68	\$0.00	\$144,068.86
2003	\$399,609.05	\$350,528.50	\$76,294.76	\$0.00	\$161,200.00
2004	\$294,974.47	\$407,591.69	\$80,490.00	\$0.00	\$136,552.91
2005	\$86,156.39	\$359,033.03	\$68,336.00	\$0.00	\$130,879.53
2006	\$164,000.00	\$486,607.03	\$70,645.37	\$0.00	\$99,091.68
2007	\$0.00	\$427,346.00	\$66,380.17	\$0.00	\$96,940.46
2008	\$9,871.81	\$412,526.83	\$66,818.21	\$0.00	\$108,065.99
2009	\$20,000.00	\$433,021.09	\$64,920.04	\$0.00	\$127,986.46
2010	\$522,544.00	\$133,536.78	\$84,394.14	\$31,947.85	\$131,686.11
2011	\$185,481.69	\$268,584.51	\$86,187.73	\$0.00	\$123,853.80
2012	\$0.00	\$280,854.87	\$34,701.05	\$0.00	\$100,871.31
2013	\$264,851.80	\$301,829.41	\$3,545.40	\$13,229.84	\$98,881.36
2014	\$160,000.00	\$188,138.86	\$48,065.71	\$0.00	\$108,853.98
2015	\$320,000.00	\$94,747.21	\$0.00	\$0.00	\$98,363.40
2016	\$321,937.57	\$164,351.72	\$0.00	\$0.00	\$106,967.67
2017	\$270,492.80	\$101,081.36	\$0.00	\$0.00	\$96,106.18
2018	\$300,000.00	\$220,546.92	\$0.00	\$0.00	\$102,580.28
2019	\$0.00	\$362,147.44	\$0.00	\$0.00	\$122,805.49
2020	\$0.00	\$725,297.27	\$0.00	\$0.00	\$106,919.53
2021	\$306,759.20	\$391,037.05	\$3,000.00	\$0.00	\$136,745.24
2022	\$0.00	\$443,514.93	\$94,250.00	\$0.00	\$118,210.50
2023	\$0.00	\$348,728.16	\$80,000.00	\$0.00	\$100,849.02
2024	\$0.00	\$224,643.57	\$23,936.00	\$0.00	\$122,434.06
2025	\$0.00	\$43,769.52	\$0.00	\$0.00	\$99,367.65
TOTAL	\$4,866,263.75	\$7,755,660.47	\$1,124,163.83	\$45,177.69	\$3,037,328.19
*PI Included in Total	\$0.00	\$1,052,977.88	\$5,621.45	\$10,179.52	\$286,731.83

Funding allocations for FY 2026 and general program administration: For FY 2026, the city anticipates it will receive the following for the CDBG and HOME programs:

- 1) CDBG: **\$480,000** (.005% decrease from FY 2025 allocation of \$482,320)
- 2) HOME: **\$250,503** (same as FY 2025 allocation of \$250,503)

City staff administers the CDBG program internally and jointly administers Lakewood’s HOME-funded programs with Tacoma serving as “lead entity” of the Tacoma-Lakewood HOME Consortium. As part of the consortium agreement with Tacoma, the Tacoma Community Redevelopment Authority (TCRA), in consultation with Lakewood, is authorized to review Lakewood’s (HOME) housing loans and proposals for housing development projects and make funding decisions based on projects which meet the lending criteria of the TCRA. The TCRA funds Lakewood projects out of Lakewood’s portion of the grant.

Funding priority recommendation for CDBG and HOME for FY 2026 Annual Action Plan (year two of five): Proposed funding allocations consistent with the current 5-YR 2025-29 Consolidated Plan are listed in Table 3 below:

TABLE 3 CDBG FUNDING RECOMMENDATIONS – FY 2026				
	CDBG	Program Income	TOTAL	Consistent With 5-YR Goal
Housing – Major Home Repair	\$312,719.83*	\$100,000**	\$412,719.83	Goal #1 – Prevent/reduce homelessness & housing instability- 7 households.
Housing – Emergency Assistance for Displaced Residents.	\$25,000	\$0	\$25,000	Goal #1 – Prevent/reduce homelessness & housing instability- 30 individuals.
Services – CDBG Emergency Payments Program	\$10,000	\$0	\$10,000	Goal #1 – Prevent/reduce homelessness & housing instability- 16 individuals.
CDBG Admin of HOME Housing Services	\$12,000	\$0	\$12,000	Goal #2 – Support diverse rental & homeowner opportunities-

				4 households.
Administration	\$96,000	\$0	\$96,000	Administration
Total Funding	\$455,719.83	\$100,000	\$555,719.83	
<p><i>*Reprogrammed Funding: Includes FY 2023 Rebuilding Together South Sound (Activity 247 - \$75,000) and FY 2024 Administration (Activity 251 - \$719,83).</i></p> <p><i>**Program Income: The City anticipates approximately \$100,000 in program income to be received in repayments from the Major Home Repair Revolving Loan Fund. Program income will be used in accordance with HUD's requirements for RLF funds and shall be used to fund similar activities.</i></p> <p><i>NOTE: Amending 2025 AAP to move \$10,000 from CDBG Emergency Payments Program (Activity 261) to Emergency Assistance for Displaced Residents Program (Activity 262).</i></p>				

Table 4 lists HOME funding priority recommendations consistent with the current 5-YR 2025-29 Consolidated Plan:

TABLE 4 HOME FUNDING RECOMMENDATIONS – FY 2026				
	HOME	Program Income	TOTAL	Consistent With 5-YR Goal
Affordable Housing Fund	\$225,453	\$121,693	\$347,146	Goal #2 – Support diverse rental & homeowner opportunities- 4 households.
Administration	\$25,050*	\$13,521	\$38,571	Administration
Total Funding	\$250,503	\$135,214	\$385,717	
<p><i>*Program Income: Tacoma 10%. Program income received from prior year repayments as part of the HOME Affordable Housing Fund. Program income will be used in accordance with HUD's requirements for RLF funds and shall be used to fund similar activities.</i></p>				

What does the calendar look like? Table 5 lists the CDBG/HOME Milestones & upcoming dates.

TABLE 5 CDBG/HOME MILESTONES & UPCOMING DATES	
Date	Action
February 24, 2026	City conducted a public hearing on housing, services, and community development needs related to CDBG and HOME funding.
March 16, 2026	Council Study session on FY 2026 Annual Action Plan and planning process.

Date	Action
March 18, 2026	Presentation to Planning Commission on FY 2026 Annual Action Plan and planning process.
March 19, 2026	Presentation to Community Services Advisory Board on FY 2026 Annual Action Plan and planning process.
April 1 – April 30, 2026	Citizen 30-day review and comment period.
April 20, 2026	Lakewood City Council public hearing on the Draft FY 2026 Annual Action Plan.
April 21, 2026	Tacoma City Council public hearing on the Draft FY 2026 Annual Action Plan.
May 4, 2026	Lakewood City Council adopts FY 2026 Annual Action Plan.
May 5, 2026	Tacoma City Council adopts FY 2026 Annual Action Plan.
May 15, 2026	Lakewood/Tacoma submit FY 2026 Annual Action Plan to HUD.
July 1, 2026	Begin new program year.

Recap of FY 2026 Annual Action Plan recommendations and next steps:

- 1) Staff is proposing a second year of focus on housing related activities, including funding for internal housing-related programs to meet housing goals identified in the current 5-YR Plan;
- 2) Council may wish to alter CDBG or HOME funding recommendations provided in Tables 3 and 4;
- 3) Conduct a 30-day public comment period (April 1 – April 30) and public hearing before Council on April 20^h regarding the proposed FY 2026 Annual Action Plan;
- 4) Evaluate public input received during the 30-day comment period and April 20th public hearing; update recommendations to Council, if necessary; and
- 5) Submit FY 2026 Annual Action Plan to HUD on May 15, 2026.

Staff has had recent discussions with Public Works regarding road projects identified as goals in the 5-YR Plan, specifically regarding Seminole Road Improvements (Tyee Park Elementary access) and Pine Street S (off 84th St. S). Public Works staff are presently busy with many ongoing roadway projects and continue to be on track for CDBG investments in these roadway improvements in FY 2028 and 2029.



City of Lakewood

2026 Consolidated Annual Action Plan

July 1, 2026 – June 30, 2027

Tacoma-Lakewood

HOME Consortium

March 16, 2026

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The FY 2026 Consolidated Plans for the Tacoma-Lakewood Consortium provide a framework for addressing housing and community development needs in these cities. The Plans are developed for the U.S. Department of Housing and Urban Development to define how funding is to be allocated for the following federal programs: Community Development Block Grant Program (CDBG), HOME Investment Partnership Act (HOME), and for the City of Tacoma, Emergency Shelter Grants (ESG).

The FY 2026 Annual Action Plan (July 1, 2026 – June 30, 2027), Lakewood's second under the 5-YR Consolidated Plan (2025-2029), is a one-year plan that addresses local community and economic development needs and the resources necessary to meet the needs of low- and moderate-income households. The Plan identifies unique needs and assets in Lakewood and Tacoma, as well as on a regional basis. Goals and priorities of the Annual Action Plan are to be consistent with national objectives and priorities established by HUD and shall be consistent with the goals and strategies identified in the 5-YR Consolidated Plan.

Strategies identified in this Plan draw upon the collaborative efforts and input of various stakeholders, including local and regional agencies, community organizations, nonprofits, business, and residents. Through this planning process, FY 2026 policies and priorities were developed to be consistent with those long-term goals established as part of the 5-YR Consolidated Plan (2025-2029). Priority needs addressed as part of the FY 2026 Annual Action Plan include housing instability, including homelessness; affordable rental and homeowner opportunities; and the need for accessible, culturally competent services. All needs identified were prioritized as high.

This Plan includes a minor amendment to the City's FY 2025 AAP to include the reprogramming of \$10,000 in funding from IDIS Activity #261 (CDBG Emergency Payments Program) to IDIS Activity #262 (Emergency Assistance for Displaced Residents) as follows:

- Emergency Payments Program Activity 261) – Funding reduced from \$41,341.71 to \$31,341.71.

- Emergency Assistance for Displaced Residents (activity 262) – Funding increased from \$32,154.67 to \$42,154.67.

2. Summarize the objectives and outcomes identified in the Plan.

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 2026 Annual Action Plan will focus on the following priority needs identified in the 5-YR Consolidated Plan:

- Housing instability, including homelessness – Programs continue to prioritize housing affordability through rehabilitation of owner-occupied housing units, relocation assistance for low-income households displaced through no fault of their own, and through the provision of emergency payments with a focus on cost-burdened households, elderly, disabled, and at-risk populations.
- Affordable rental and homeowner opportunities – FY 2026 looks to support the development and/ maintenance of affordable housing. Programs include development subsidies and down payment assistance to developers and nonprofit organizations seeking to expand affordable housing opportunities to low-income households.
- Need for accessible, culturally competent services – Services include the provision of emergency assistance payments for basic services such as food, clothing, or housing-related expenses to low-income households, especially for elderly, disabled, and minority populations.

Recommended funding allocations for FY 2026 include:

• *Housing Improvements* – Funding totaling \$412,719.83 (2026 CDBG allocation of \$349,000 and \$75,719.83 in reprogrammed funding) is recommended in support of Major Home Repair; \$12,000 in support of CDBG Administration of HOME housing; and \$25,000 in support of Emergency Assistance for Displaced Residents. A total of \$100,000 in projected program income is to be reallocated as part of this Plan - \$100,000 in revolving loan funds in support of Major Home Repair activities.

A total of \$225,453 in HOME funding is recommended in support of increasing the supply of affordable homeownership and rental opportunities for low-income Lakewood residents. Program income totaling \$121,693 is to be allocated to the affordable housing fund for similar housing activities. HOME funding allocations for Lakewood may be found in Tacoma's 2026 Joint Consolidated Annual Action Plan.

• *Public Services* – \$10,000 is recommended in support of emergency assistance payments for basic services such as food, clothing or housing-related expenses to low-income households, especially for cost-burdened, elderly, disabled, and minority populations disproportionately affected by lower household incomes and rising housing costs. Fair housing counseling services will be funded through prior year funding and program administration. Funding in support of public and human services programs is provided as part of the City's 1% General Fund allocation totaling \$510,000 in 2026.

• *Administrative Activities* – Funding totaling \$96,000 in support of general administrative activities for CDBG.

3. Evaluation of past performance.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The 5-YR Consolidated Plan (2025-2029) for Lakewood identified four primary goals: 1) Preventing and reducing homelessness and housing instability; 2) Supporting diverse rental and homeownership opportunities; 3) Improving public infrastructure; and 4) Stabilizing existing residents and neighborhoods.

In the initial year of the Plan, the City is on target to meet its five-year benchmarks identified in the Plan. In the first half of FY 2025, the City of Lakewood assisted a total of 9 households through its housing rehabilitation programs, 3 households were able to purchase a new home through down payment assistance, 18 households were provided relocation assistance to ensure they did not become homeless, and 36 households were provided emergency assistance payments to assist with housing stability. In total, the City has served 115 persons through the first half of FY 2025.

LASA's Gravelly Lake Commons project began construction in mid-2025 and is on track to be completed in late 2026. When completed, this project will provide 26 new rental housing units for low- and moderate-income households. Additionally, Habitat for Humanity was able to complete construction and sale of its final three (3) single-family homes to low-income homebuyers in December 2025.

A complete evaluation of the performance measures, including program expenditures and accomplishments, will be provided as part of the Consolidated Annual Performance Evaluation Report (CAPER) for FY 2025.

4. Summary of Citizen Participation Process and consultation process.

Summary from citizen participation section of plan.

The FY 2026 Annual Action Plan was developed in coordination with the City of Tacoma as well as local organizations, agencies, and stakeholders. The Plan was developed in accordance with requirements established by the U.S. Department of Housing and Urban Development and the Citizen Participation Plan as adopted by the City of Lakewood. Citizen activities included notification in the Tacoma News Tribune on February 6, 2026, of a February 24, 2026 public hearing concerning the FY 2026 Plan (July 1, 2026 – June 30, 2027) for Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) program funding. Additional public input was solicited by posting notices on the City’s website, other social media sites, and by email solicitation of housing and services providers throughout Lakewood and Pierce County.

Notification of the Draft FY 2026 Annual Action Plan will be published in the Tacoma News Tribune indicating where the document will be available for review during the 30-day citizen comment period (April 1, 2026 – April 30, 2026). A public hearing will be held by the Lakewood City Council on April 20, 2026 to solicit comments from the public on the draft document. Copies of the Plan will be posted on the City’s website and available to those requesting copies. Records on the proposed housing and community development projects will be made accessible to the general public. Comments received at these public hearings will be summarized later in this report.

5. Summary of public comments.

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The following comments were received as part of the FY 2026 citizen participation process. They include testimony provided at the March 19, 2026 Community Services Advisory Board Meeting, February 24, 2026 general public hearing, written comments received, and the Lakewood City Council public hearing on April 20, 2026:

General Public Hearing – February 24, 2026

Comments included the need to develop and maintain affordable housing and the provision of assistance to stabilize existing households to prevent homelessness. Commentors noted assisting households to maintain existing housing was more cost effective than assisting through homelessness. Housing instability for kids in

schools, housing affordability for servicemembers, and assistance to elderly households was also discussed. The need for homeless services was identified as a growing concern and need. There was a discussion of the Tillicum Community Center's (TCC) pending grant application to the Washington State Department of Commerce for \$250,000 - \$400,000 in grant funding to rehabilitate the community center facility. The Center received a \$50,000 grant from the Milgard Foundation but needs another \$10,000 to fund a financial audit and building a facilities audit as a precondition of Commerce to apply for the funding.

Community Services Advisory Board Meeting – March 19, 2026

(Insert comments here)

City's website, other social media sites, email solicitation, and other written comments:

(Insert comments here)

30-Day Public Comment Period (April 1, 2026 – April 30, 2026) and City Council Public Hearing on Approval of the FY 2026 Annual Action Plan (April 20, 2026)

(Insert comments here)

6. Summary of comments or views not accepted and the reasons for not accepting them.

General Public Hearing – February 24, 2026

(Insert comments here)

Community Services Advisory Board Meeting – March 19, 2026

(Insert comments here)

City's website, other social media sites, email solicitation, and other written comments:

(Insert comments here)

30-Day Public Comment Period (April 1, 2026 – April 30, 2026) and City Council Public Hearing on Approval of the FY 2026 Annual Action Plan (April 20, 2026)

(Insert comments here)

7. Summary

Section 108 – Principal repayment for 2026 includes \$40,000 in principal repayment by Curbside Motors and \$20,000 in principal repayment by LASA for the Client Service Center project. The table below summarizes the City's Section 108 outstanding balances and scheduled principal repayments:

PROJECT	SECTION 108 BALANCE	ANTICIPATED INCOME - 2026	PRINCIPAL REPAYMENT - 2026
Curbside Motors	\$335,000	\$52,550	\$40,000
LASA Client Service Center	\$188,000	\$27,129.50	\$20,000

Table 1 - Section 108 Loan Program - 2026

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan.

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Lakewood, WA	Planning & Public Works
CDBG Administrator	Lakewood, WA	Planning & Public Works

Table 1 – Responsible Agencies

Narrative

In the City of Lakewood, CDBG funding is administered by the Planning & Public Works Department with oversight provided by the Council-appointed Community Services Advisory Board (CSAB) and Lakewood City Council. As a member of the Tacoma-Lakewood HOME Consortium, Lakewood receives HOME funding through the Tacoma Community Redevelopment Authority (TCRA). HOME funding allocations are initially approved by the Lakewood City Council before they are forwarded to the TCRA for final review and approval.

Consolidated Plan Public Contact Information

City of Lakewood
Planning & Public Works Department
Attn: Mr. Jeff Gumm, Housing Division Manager
6000 Main Street SW.
Lakewood, WA 98499
(253) 589-2489
jgumm@cityoflakewood.us

AP-10 Consultation - 91.100, 91.200(b), 91.215(I)

1. Introduction

The FY 2026 Annual Action Plan was developed to provide a general framework for addressing housing and community development needs in the City of Lakewood. In a larger sense, the plan involves a regional element to coordinate and address economic development, transportation, public services, special needs, housing, and homelessness throughout Pierce County. Coordination included consultation with the City of Tacoma, Pierce County, Pierce County Continuum of Care, Pierce County Housing Authority, Living Access Support Alliance (LASA), Tacoma/Pierce County Habitat for Humanity, South Sound Housing Affordability Partners, Tacoma/Pierce County Affordable Housing Consortium, and other stakeholders as provided in the Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

As part of the planning process, the City of Lakewood established a community advisory board to provide public oversight, comment on the process, and review funding recommendations for both the CDBG and HOME programs. During development of the Plan, the City solicited input through interviews, meetings, and public hearings to determine community need, priorities, and approaches to meeting those needs.

The Pierce County Housing Authority and the Tacoma Housing Authority continue to work closely with the cities of Lakewood and Tacoma coordinating efforts to improve housing choice for low-income households in both communities. Additionally, local housing and services providers such as Living Access Support Alliance (LASA), Greater Lakes Mental Health, Tacoma-Pierce County Habitat for Humanity, Associated Ministries, Tacoma/Lakewood/Pierce County Continuum of Care, South Sound Housing Affordability Partners, and the Tacoma/Pierce County Affordable Housing Consortium among others continue to provide input and support for mental health, services, and housing options in Lakewood, Tacoma, and throughout Pierce County.

As part of the City's human services funding process, monthly coalition meetings are held at the City to bring together non-profits, service providers and governmental agencies to help determine and better understand the need for housing and human services in Lakewood and throughout Pierce County. Coordination through the South Sound Military and Communities Partnership (SSMCP) continues an ongoing

partnership with Joint Base Lewis McChord to better understand what level of assistance military personnel and veterans are experiencing in terms of housing need, health and human services, and mental health care assistance.

On a regional level, the consolidated planning process involved consultation with Pierce County Community Connections, the City of Tacoma, United Way of Pierce County, Pierce County Housing Authority, Tacoma-Pierce County Habitat for Humanity, Living Access Support Alliance (LASA), South Sound Housing Affordability Partners, Tacoma/Pierce County Affordable Housing Consortium, Lakewood Community Services Advisory Board, Tacoma/Lakewood/Pierce County Continuum of Care, local school districts, police and fire departments, and the State of Washington, to better understand the needs of at risk populations such as homeless families with children, single parent households, victims of domestic violence, individuals with disabilities, ethnic minorities, and the elderly.

Additional efforts to enhance and coordinate efforts between housing, health, and services providers are described throughout the Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The cities of Tacoma and Lakewood are actively engaged members of the Tacoma/Lakewood/Pierce Continuum of Care Committee. The three jurisdictions are the most involved governmental entities in the Continuum, cooperatively working on programs to meet needs for housing and services. Both Tacoma and Lakewood support the Continuum's priorities focusing on the needs of the most vulnerable populations including chronically homeless persons, unaccompanied youth, families with children, and veterans, among others. The mission of the Continuum of Care is to promote community wide commitment to ending homelessness through policy and resource alignment by implementing activities to achieve the goals and objectives of the Plan to End Homelessness.

In recent years, the Continuum has moved from a single point of access, or centralized intake, to that of a coordinated entry system providing many points of entry. This system, when coupled with an active diversion program, known as Housing Solutions Conversations, aims to keep those in housing crisis from entering the system by supporting their own identification of a solution and prioritizes them for a specific housing referral based on their vulnerabilities and the severity of their barriers to secure housing. Through this partnership and implementation of the Five-Year Plan to Address Homelessness, stands a countywide commitment to

ensure all persons facing homelessness have access to shelter and support, no matter their social or economic circumstances or where they live within Pierce County.

As housing prices and market-rate rents continue to rise at alarming rates, further destabilizing housing affordability and limiting housing options for low- and moderate-income households, this coordinated and cooperative effort to ensure affordable housing stability and access to a safe home endure as a realistic and attainable goal for all in our community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The cities of Tacoma and Lakewood work closely with the Collaborative Applicant of the Continuum of Care (Pierce County) planning for allocation and use of Emergency Solutions Grant (ESG) funds. ESG policies and procedures were created and are updated periodically in cooperation with Pierce County and Tacoma to ensure that ESG subrecipients are operating programs consistently across eligible activities. Performance is reviewed by both entities. The Collaborative Applicant is also the HMIS lead and works closely with City of Tacoma to maximize use of HMIS resources and to draw data for reports on project performance and program outcomes. The City of Lakewood does not receive ESG funding.

2. Agencies, groups, organizations and others who participated in the process and consultations.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Tacoma
	Agency/Group/Organization Type	Other government - Local

<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy</p>
---	---

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>As the lead member of the Tacoma-Lakewood HOME Consortium, Tacoma remains a key partner in the development and implementation of the consolidated planning process. The City of Tacoma was consulted in the development of priorities and strategies designed to meet the various community and economic development needs identified in this Plan. Lakewood and Tacoma will continue to coordinate their efforts to ensure the goals and outcomes identified in the 5-YR Consolidated Plan (2025-2029) are satisfied.</p>
2	<p>Agency/Group/Organization</p>	<p>Pierce County Community Connections</p>
	<p>Agency/Group/Organization Type</p>	<p>Other government - Local</p>

	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Pierce County Community Connections is a partner agency in a regional effort to end homelessness, encourage community and economic development efforts benefitting low-income individuals, to expand safe, decent, affordable housing, and in the provision of public and human services to individuals in need. As a recipient of CDBG, HOME, and ESG funding, the County is a natural partner with the cities of Lakewood and Tacoma in determining a regional approach to housing and community development activities.</p>
3	<p>Agency/Group/Organization</p>	<p>Pierce County Continuum of Care</p>
	<p>Agency/Group/Organization Type</p>	<p>Regional organization Regional Continuum of Care</p>

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Tacoma, Lakewood, and Pierce County all take active rolls on the Continuum of Care Committee. The goal of the Continuum is to promote community wide commitment to ending homelessness through policy and resource alignment by implementing activities to achieve the goals and objectives of the Plan to End Homelessness. Members of the Continuum strive to ensure all persons facing homelessness have critical access to shelter and support designed to make homelessness a brief event.
4	Agency/Group/Organization	Pierce County Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Market Analysis Anti-poverty Strategy

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Pierce County Housing Authority (PCHA) is a vital partner to the City of Lakewood in its efforts to increase and preserve affordable housing options for low-income households. PCHA manages a number of programs such as scattered site public housing, Section 8 vouchers, and enterprise fund apartments to provide housing stability to many low-income Lakewood households. As an operator and developer of affordable housing serving in excess of 5,000 individuals, the housing authority was consulted to provide information on the need for public housing in Lakewood and in greater-Pierce County.</p>
5	<p>Agency/Group/Organization</p>	<p>Tacoma/Pierce County Habitat for Humanity</p>
	<p>Agency/Group/Organization Type</p>	<p>Housing</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs Market Analysis Anti-poverty Strategy</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Tacoma/Pierce County Habitat for Humanity remains an integral part of Lakewood's approach to providing safe, decent, affordable housing to low-income households in Lakewood and Tacoma. Lakewood recognizes the crucial link between wealth building and homeownership, especially for minority and low-income households. Consultation with the agency focused on housing need, market analysis, anti-poverty strategy, veteran housing opportunities, and special needs housing. Lakewood looks forward to ongoing and continued coordination with Habitat as it seeks to expand affordable housing options for low-income families and make much needed improvements to distressed communities through redevelopment activities focused on replacing older blighted homes with newly constructed affordable single-family homes.</p>
6	<p>Agency/Group/Organization</p>	<p>LASA</p>
	<p>Agency/Group/Organization Type</p>	<p>Housing Services - Housing Services-homeless</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>LASA continues to be an ongoing partner as the City looks to better define and understand the scope and type of homeless need in Pierce County. With LASA's ongoing partnerships with Pierce County and Tacoma Housing Authorities, and operation of housing and services facilities for the homeless located in Lakewood, LASA is uniquely positioned to understand and assist the homeless population in Lakewood and Pierce County. Partnership and coordination with LASA allows Lakewood a clearer understanding of the needs of those living at or below the poverty rate, as well as what seems to be an ever-increasing demand for homeless services.</p>
7	<p>Agency/Group/Organization</p>	<p>South Sound Housing Affordability Partners</p>
	<p>Agency/Group/Organization Type</p>	<p>Regional organization Housing</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>South Sound Housing Affordability Partners (SSHAP) is an intergovernmental collaboration between the Cities and Towns of Auburn, DuPont, Edgewood, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Puyallup, Sumner, Steilacoom, Tacoma, and University Place, Pierce County and the Puyallup Tribe of Indians, working together to create and preserve affordable, attainable, and accessible housing throughout the participating communities. SSHAP has valued insight into market trends, analysis of housing affordability, and means of advocacy to generate dedicated revenue streams in support of affordable housing development throughout Pierce County.</p>
8.	<p>Agency/Group/Organization</p>	<p>Tacoma/Pierce County Affordable Housing Consortium</p>
	<p>Agency/Group/Organization Type</p>	<p>Regional organization Housing</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Tacoma/Pierce County Affordable Housing Consortium is a non-profit organization designed to bring together various groups, organizations, business, and governmental agencies and jurisdictions with a focus on developing and preserving access to decent, safe, and high-quality affordable housing. Consultation is typically ongoing with advocacy efforts to fund and develop affordable housing, as well as current and ongoing market trends that may be causing inequities in the housing market.</p>

Identify any Agency Types not consulted and provide rationale for not consulting.

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Pierce County	The mission of the Road Home Continuum of Care is to promote community wide commitment to ending homelessness through policy and resource alignment by implementing activities to achieve the goals and objectives of the Plan to End Homelessness.
City of Lakewood Comprehensive Plan	City of Lakewood	Plan updated September 2024 and approved by Puget Sound Regional Council in February 2025. The plan encourages infill housing, cottage-style development, middle housing and ADUs, changes in zoning to permit higher densities, and incentivizes the construction of affordable housing through housing tax credits and other practices. The plan projects future housing targets and identifies capacity for future land development for low-income housing, including shelters, and permanent supportive housing, among others.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal-setting.

Citizen input for the FY 2026 Annual Action Plan was conducted in accordance with the requirements established by the U.S. Department of Housing and Urban Development and the City of Lakewood Citizen Participation Plan. Citizen participation was encouraged throughout the process culminating in the development of this FY 2026 Annual Action Plan.

The process included:

- Input from community-based organizations, service providers, and local non-profit organizations.
- Engagement and review provided by the City of Lakewood Community Services Advisory Board (CSAB), Planning Commission, and Tacoma Community Redevelopment Authority (TCRA).
- Input and coordination with the City of Lakewood, City of Tacoma, and Pierce County.
- Meetings with Lakewood and Tacoma City Councils.
- Review of planning documents for local agencies.
- Solicitation of public input.

Efforts to encourage citizen participation in the development of the Plan included notification of public hearings on housing and community development need, notice of availability of the plan, and community input concerning approval the final plan. Public hearings were advertised in the Tacoma News Tribune as follows:

- February 24, 2026 – Public hearing on consolidated planning process, including housing and community development needs.
- March 16, 2026 – Council review of FY 2026 AAP and consolidated planning process.
- March 18, 2026 – Planning Commission review of 2026 AAP consolidated planning process.
- March 19, 2026 – Community Services Advisory Board input and review of 2026 AAP consolidated planning process.
- April 1 - April 30, 2026 – Public Comment Period.
- April 20, 2026 – Public hearing on FY 2026 Annual Action Plan.
- Public outreach through the City’s website, other social media sites, and by email solicitation

A draft of the FY 2026 Annual Action Plan will be made available to the public for review beginning April 1, 2026. Comments received through the citizen participation process will be incorporated into the Plan. Formal approval of the final Plan will be made by City Council on May 4, 2026.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Notification of February 24, 2026 public hearing on housing and community development needs for CDBG and HOME.	Comments detailing the public hearing are summarized in item #2.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	February 24, 2026 public hearing on FY 2026 Annual Action Plan.	Need for affordable housing; stabilization assistance and services; deposit assistance; housing stabilization assistance for youth and students; housing assistance for elderly and servicemember households; and funding to assist the Tillicum Community Center with financial audit requirement of Commerce grant application.	All comments accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Non-targeted/broad community	March 18, 2026 Planning Commission review of FY 2026 Annual Action Plan.			
4	Public Meeting	Non-targeted/broad community	March 19, 2026 Community Services Advisory Board review of FY 2026 consolidated planning process.			
5	Newspaper Ad	Non-targeted/broad community	Notification of April 20, 2026 public hearing, and April 1 – April 30, 2026 public comment period.	Comments detailing public hearing and 30-day comment period are summarized in items #5 and #6.		
6	Public Hearing	Non-targeted/broad community	Public hearing held before Lakewood City Council on April 20, 2026.			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	30-Day Public Comment Period	Non-targeted/broad community	April 1 - April 30, 2026, 30-day public comment period.			
8	Internet Outreach	Non-targeted/broad community; Housing and services providers, local organizations, agencies, and stakeholders	General comment notification to housing and services providers, as well as local organizations, agencies, and stakeholders.			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Funding for FY 2026 is provided by the U.S. Department of Housing and Urban Development through the Community Development Block Grant (CDBG) Program. Additional programmatic funding is being generated through program income received through revolving loan fund activities. All funds received, and otherwise reprogrammed, will be allocated to activities in support of the goals and objectives identified in the 5-YR Consolidated Plan. Additional funding for public service activities will be supported with General Fund in accordance with a City Council-adopted strategic plan for human services. Local funds in support of affordable housing will be made available through State SHB-1406 affordable housing sales tax credit to assist households with income at or below 60% of the area median income.

HOME-funded activities in support of the expansion of affordable rental and homeownership opportunities will include the funding of the HOME Affordable Housing Fund, intended to support the development of new rental housing and homeownership opportunities for low-income households. Program income will support affordable housing development. HOME funding activities are detailed in Tacoma's Annual Action Plan as lead agency in the Tacoma-Lakewood HOME Consortium.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	480,000	100,000	75,719.83	555,719.83	1,440,000	Anticipated program income of \$100,000 is composed of RLF activities for Major Home Repair. Section 108 income of \$79,679.50 is not included in this total.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - State	Admin and Planning Housing	100,000	0		100,000	300,000	The City's SHB 1406 Home Repair Program utilizes state tax revenues raised pursuant to RCW 82.14.540 to support affordable housing. The program seeks to foster and maintain affordable housing for the citizens of Lakewood by providing affordable housing opportunities, eliminating slum and blight, and conditions which are detrimental to the health and safety of the public welfare. Program assists households at or below 60% of area median income. Annual tax revenue totaling approximately \$100,000.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The City of Lakewood matches CDBG and HOME funds with grants, nonprofit organizational funding, and general fund dollars to increase the benefit and success of projects using federal CDBG and HOME funding. In 2026, the City will provide \$510,000 through the City's 1% General Fund allocation in support of public and human services programs.

Additional leveraging will come in the way of conventional financing, secured by low-income homebuyers through private-sector banking and lending institutions, as part of the City's efforts to construct new homeownership opportunities through partnership with Habitat for Humanity. The City anticipates leverage ratios of between 3:1 and 4:1 for homebuyer activities.

In Lakewood, as in Tacoma, CDBG expenditures leverage funding from multiple sources on nearly all projects. In 2026, the City will leverage its homeowner rehabilitation/repair programs with approximately \$100,000 in SHB-1406 sales tax program revenue to be used to assist households at or below 60% area median income. In 2025-26 LASA's development of 26 units of affordable rental housing will leverage over \$10 million of the project's \$13 million dollar budget. Lakewood continues to coordinate its public improvements closely with capital improvement planning to leverage planned infrastructure improvements, including state and federal funding for infrastructure.

HOME match requirements for the Consortium are met through multiple sources, including private grants and donations, commercial lending, local funding, and the State Housing Trust Fund. HOME funds match requirements and leverage is provided as part of the Tacoma-Lakewood HOME Consortium and is reported in Tacoma's portion of the Plan.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

No publicly owned land or property is scheduled to be included as a part of this plan.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Prevent/reduce homelessness & housing instability	2025	2029	Affordable Housing Homeless		Housing instability, including homelessness Affordable rental and homeowner opportunities	CDBG: \$447,719.83 SHB-1406: \$100,000	►Homeowner Housing Rehabilitated: 7 Household Housing Unit. ►Homelessness Prevention: 30 Persons. ►Public service activities other than Low/Moderate Income Housing Benefit: 16 Persons.
2	Support diverse rental & homeowner opportunities	2025	2029	Affordable Housing		Affordable rental and homeowner opportunities	CDBG: \$12,000	►Homeowner Housing Added: 4 Household Housing Unit.

Table 6 – Goals Summary

Goal Description

1	Goal Name	Prevent/reduce homelessness & housing instability
	Goal Description	Activities include homeowner rehabilitation; emergency relocation assistance to low-income individuals displaced due to no fault of their own; emergency assistance payments; and tenant-based rental assistance (HOME).
2	Goal Name	Support diverse rental & homeowner opportunities
	Goal Description	Activities include the expansion of affordable housing through the construction of new homeowner and/or rental units.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Lakewood will aim to implement its federal funds in 2026 to accomplish the following goals and corresponding activities:

- **Prevent/reduce homelessness & housing instability** – Through funds for rehabilitation of existing single-family homes to maintain existing affordability; emergency assistance for displaced residents; and emergency assistance payments to low-income households.
- **Support diverse rental & homeowner opportunities** – Through funds for the creation of new rental and homeownership opportunities using the Affordable Housing Fund administered by TCRA.

The projects listed and described in this plan represent the proposed use of funds for the FY 2026 CDBG program.

#	Project Name
1	Administration
2	CDBG Administration of HOME Housing Services
3	Major Home Repair Program
4	CDBG Emergency Assistance Payments
5	Emergency Assistance for Displaced Residents

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

Funding in FY 2026 will focus on the following goals: 1) the need to prevent/reduce homelessness & housing instability; and 2) the need to support diverse rental & homeowner opportunities. Funding priorities were established as part of the City's 5-YR 2025-2029 Consolidated Plan and continue to be evaluated with each subsequent Annual Action Plan to ensure established goals and benchmarks are met. Allocation priorities identified in this plan are identified through input from community partners and neighboring entitlement communities, elected leaders, advisory board members, and public input. When allocating CDBG and HOME funds, the City evaluates community need, the ability of a project to leverage partnerships and other non-federal funding streams, project impact, and the ability to complete a project within the requirements of the 5-YR Consolidated Plan goals, objectives, and timelines.

Activities carried out in FY 2026 will focus on housing affordability and stability

through the City's housing rehabilitation programs, whose aim is to assist low- and moderate-income households with housing repairs and renovations, or to make accessibility improvements and upgrades they may not otherwise be able to afford through conventional financing options. Ultimately, these programs ensure low-income and elderly householders can remain in their homes and safely age in place. Additional funding will be provided in support of homelessness prevention through emergency assistance payments to low- and moderate-income households, with a focus on cost-burdened, elderly, disabled, and minority populations, and through relocation assistance for families displaced through no fault of their own. HOME funds received through the Tacoma-Lakewood Home Consortium will focus on the need to support diverse rental & homeowner opportunities for low-income renters and homebuyers.

AP-38 Project Summary

Project Summary Information

1	Project Name	Administration
	Target Area	
	Goals Supported	Prevent/reduce homelessness & housing instability
	Needs Addressed	Need for safe, accessible homes and facilities Need for accessible, culturally competent services
	Funding	CDBG: \$96,000
	Description	Administration to implement and manage the Consolidated Plan funds. Activities include providing fair housing and landlord tenant outreach and education.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Administration funds are anticipated to be expended in support of general administration activities to administer the 2026 Annual Action Plan, including funding for fair housing activities. Fair housing activities will not be able to be reported as clients served in IDIS due to CDBG Administration reporting requirements. Lakewood will report clients served for this goal as text only in the Consolidated Annual Performance Evaluation Report (CAPER).
	Location Description	
	Planned Activities	Administration funds are anticipated to be expended in support of general administration activities to administer the 2026 Annual Action Plan, including funding for fair housing activities.
2	Project Name	CDBG Administration of HOME Housing Services
	Target Area	
	Goals Supported	Prevent/reduce homelessness & housing instability
	Needs Addressed	Affordable rental and homeowner opportunities
	Funding	CDBG: \$12,000
	Description	Program administration and housing services in support of HOME Program.
	Target Date	6/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	A total of 4 low- and moderate-income households will be assisted with HOME-funded activities, through the construction of new homeownership opportunities and down payment assistance to low-income homebuyers.
	Location Description	
	Planned Activities	Program administration and housing services in support of HOME Program.
3	Project Name	Major Home Repair Program
	Target Area	
	Goals Supported	Prevent/reduce homelessness & housing instability
	Needs Addressed	Housing instability, including homelessness Need for safe, accessible homes and facilities
	Funding	CDBG: \$412,719.83 Other - SHB-1406: \$100,000
	Description	Program provides home repair and/or sewer connection loans to eligible low-income homeowners. Funding for program provided through FY 2026 entitlement funding and revolving loan funds. Additional funding provided through SHB-1406 sales tax revenue will be used to assist households at or below 60% area median income.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	A total of 7 low- and moderate-income households will be assisted with owner-occupied, housing rehabilitation activities.
	Location Description	City-wide
	Planned Activities	The project will provide major home repair loans which include connection of side-sewer to sewer main, decommissioning of septic systems, roofing, removal of architectural barriers, plumbing, electrical, weatherization, major systems replacement/upgrade, and general home repairs for eligible low- and moderate-income homeowners. Program funding includes \$100,000 in anticipated program income.

4	Project Name	CDBG Emergency Assistance Payments
	Target Area	
	Goals Supported	Prevent/reduce homelessness & housing instability Stabilize existing residents
	Needs Addressed	Housing instability, including homelessness Need for safe, accessible homes and facilities
	Funding	CDBG: \$10,000
	Description	Program provides for the provision of emergency assistance payments for basic services such as food, clothing or housing-related expenses to low-income households, with a focus on cost-burdened households, elderly, disabled, and at-risk populations.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	A total of 16 individuals will be assisted.
	Location Description	City-wide
	Planned Activities	Program provides funding for services engaged in the reduction and prevention of homelessness through the provision of emergency assistance payments to low- and moderate-income households, with focus on cost burdened households, elderly, disabled, and at-risk populations continuing to be disproportionately impacted.
5	Project Name	Emergency Assistance for Displaced Residents
	Target Area	
	Goals Supported	Prevent/reduce homelessness & housing instability Stabilize existing residents
	Needs Addressed	Housing instability, including homelessness Need for safe, accessible homes and facilities
	Funding	CDBG: \$25,000

Description	Program provides emergency relocation assistance to eligible low-income households displaced through no fault of their own during building and code enforcement closures, fires, redevelopment, and other incidences resulting in homelessness.
Target Date	6/30/2027
Estimate the number and type of families that will benefit from the proposed activities	A total of 30 individuals will be assisted.
Location Description	City-wide
Planned Activities	Activities include emergency relocation assistance to low-income individuals displaced due to no fault of their own. Assistance to include rental assistance, deposits, and other related relocation expenses.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

In 2026, CDBG funding prioritization will focus on increasing and preserving affordable housing stock through owner-occupied housing rehabilitation; the prevention and reduction of homelessness through emergency assistance payments to low- and moderate-income households; and through relocation assistance for households displaced through no fault of their own. HOME funding will continue to support ongoing homeownership and rental activities through the City's Affordable Housing Fund.

The City intends to target block groups with at least 51% low- and moderate-income populations, including Census Tracts 718.05, 718.06, 718.07, 718.08 and 720.00 for its Major Home Repair and Affordable Housing Fund programs. CDBG Emergency Assistance Payments and Emergency Assistance for Displaced Residents programs are open and available to low-income households citywide to ensure these populations can be quickly assisted to avoid becoming homeless.

For all other funding, the City has not identified specific targeted areas; programs are open to eligible low- and moderate-income individuals citywide.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically.

N/A

Discussion

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Likely the greatest barrier to affordable housing units in Lakewood stems from the general lack of housing to meet community need – for low-income and non-low-income, alike. As identified in the 5-YR Consolidated Plan (2025-2029), Lakewood’s housing stock does not adequately meet the needs of low-income households, particularly those earning less than \$50,000 annually. For households earning less than \$15,000, there are 1,459 households but only 594 affordable units, leaving a gap of 865 units. The shortage is even more severe for households earning between \$15,000 and \$35,000, where 2,371 households are competing for just 332 affordable units, resulting in a gap of 2,039 units. Households earning between \$35,000 and \$50,000 also face a deficit, with 2,563 households and only 1,449 affordable units, leaving a gap of 1,114 units. In total, there is a shortfall of 4,018 affordable housing units for households earning below \$50,000 annually.

Additional barriers include various gaps in affordable housing available to low-income households. Feedback received during the development of the 5-YR Consolidated Plan included a gap in the availability of larger units (2-3 bedrooms), units designed with accessibility improvements already in place, supportive and transitional housing units, and units with rents designed to support extremely low-income households, particularly for households earning less than \$35,000 annually.

Housing affordability continues to be a common issue for many of Lakewood’s households as measured through cost burdens. Renters continue to face more acute cost burdens than homeowners, with 49% of Lakewood’s rental households considered cost-burdened compared to 24% of owner households. Those households facing extreme cost burden, or where at least 50% of total household income is used for housing expenses, again show renters disproportionately impacted with 24% considered extremely cost-burdened compared to just 8% of owner households. Renter-occupied households in Lakewood are more than twice as likely to be cost-burdened and three times more likely to be extremely cost-burdened than owner-occupied households. In all, 37% of Lakewood households are considered cost-burdened and 17% are considered extremely cost-burdened (2020-2024 American Community Survey).

Although household incomes have seen increases in recent years, Lakewood's median income of \$74,720 remains significantly lower than that of the county (\$100,529) and Washington (\$99,389). Of additional concern is Lakewood's apparent concentration of households living at or below the poverty rate (currently 13.2% of households) which is much higher than that of either the county at 9.4% or Washington at 9.9% (2020-2024 American Community Survey). Renter households in Lakewood are more than four times more likely to be living in poverty than owner occupied households – 13.9% of renters live in poverty vs. 3.1% of owner-occupied households.

The disparate impacts of households living in poverty comes into focus when looking at Black, Indigenous, and People of Color (BIPOC), elderly, and disabled households. In Lakewood, Black or African American households experience poverty at a rate of 15%, Hispanic or Latino households 14.6%, and American Indian and Alaskan Native households 10.1%, compared to 13.3% for White households. Disabled households experience poverty at an elevated rate of 25.1%. Elderly households and those on fixed incomes also remain a concern as 39.2% of households 55-64 years old, 19.7% of households 65-74 years old, and 23.6% of households 75+ years old live in poverty. Additionally, 10.7% of veterans have been identified as living in poverty in the last 12 months (2020-2024 American Community Survey).

Upward pressure on median home prices and rents remain an ongoing issue, especially for low- and moderate-income households. Median house values rose 9.7% year-over-year to \$461,200 and median rents increased 4.5% over the same period to \$1,525. While these increases have slowed significantly, even a small increase in monthly housing costs can seem insurmountable, especially for those already cost-burdened households.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

The City of Lakewood is addressing barriers to affordable housing through a comprehensive strategy focused on increasing supply, preserving existing housing, and improving access through the Comprehensive Plan. The Plan addresses future housing needs for current and future residents of all incomes. Policies offer density bonuses to developers of affordable housing, encourage infill housing, cottage-style development, changes in zoning to permit higher densities, supports the development of ADUs and middle housing, and incentivizes the construction of

affordable housing. Lakewood also provides rental assistance, emergency relocation funds, and utility support to reduce financial barriers. In partnership with nonprofits and regional agencies, the City promotes fair housing education, landlord outreach, and equitable development. These initiatives, grounded in community input and the updated Comprehensive Plan, aim to reduce housing instability and expand opportunities for all residents.

Additional means used to encourage affordable development is through the City's Multifamily Tax Credit Program which allows developers to defer taxes on valuation improvements for all housing repairs for up to 12 years within certain urban use centers. This is especially important in areas where development is stymied by conditions of blight, the lack of infrastructure, or where rents are not conducive to sustaining redevelopment activities. With the tax deferral, the development of new housing or the modernization of existing substandard units can be incentivized as a means of neighborhood revitalization.

Discussion

Of additional concern for the future of affordable housing development are the outdated and lagging regulatory policies of the HOME and CDBG programs. The very programs originally designed to foster and support affordable housing development are now hindering that development. Certain regulations like the restriction of investment in homes whose value exceeds that of 95% of median purchase price, outdated per-unit investment subsidy limits, onerous environmental regulations, construction and materials regulations, federal prevailing wage requirements, and a restriction of CDBG investments in the constructing of new housing units unless conducted by a Community Based Development Organization. As economies and markets evolve, regulatory policies need to be evaluated and updated to keep pace with the changing economic times.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs.

In 2026, Lakewood will prioritize the prevention/reduction of homelessness & housing instability through various rehabilitation programs, and the support of diverse rental & homeowner opportunities through the construction of new homeownership opportunities and down payment assistance to low-income homebuyers. Additional programs will support low- and moderate-income households struggling with housing affordability to ensure those households do not end up experiencing homelessness resulting from discriminatory practices, fires, building enforcement, redevelopment activities, and various negative economic conditions. Fair housing counseling services will focus on ameliorating housing inequities often borne by minority and low-income households.

Additional actions to address the needs of Lakewood's underserved population are addressed through the ongoing 1% allocation from the City's general fund; strategic priorities include emotional supports and youth programs, housing assistance and homelessness services, crisis stabilization and advocacy, access to health & behavioral health, and access to food. For 2026, the City has allocated \$510,000 in general fund dollars in support of these programs.

Actions planned to foster and maintain affordable housing.

Lakewood recognizes the importance affordable housing and homeownership play in building vibrant communities and the direct connection they afford low-income households in wealth-building opportunities. In 2026, LASA will complete its construction of 26 units of new affordable rental housing and begin lease-up of the new development to low-income households. The City will also look to continue its partnership with Habitat for Humanity through the provision of down payment assistance to four low-income families seeking to purchase new homes developed by Habitat in the Tillicum neighborhood. Additional efforts in support of housing stability come from an annual 0.0073% sales and use tax (SHB-1406) to be used to provide financing for the maintenance or development of affordable housing for households at or below 60% of area median income.

Support for existing affordable owner-occupied housing will continue through Major Home Repair and HOME Housing Rehabilitation, while single-family and multifamily housing development is supported and encouraged through Lakewood's HOME

Affordable Housing Fund and zoning density bonuses offered to developers of affordable housing.

Rental habitability and affordability remain a priority for the City. With approximately 56 percent of Lakewood's housing stock being rental, and 43 percent of Lakewood's housing stock constructed prior to 1960, the importance of maintaining these units as viable affordable housing options remains a top priority.

In 2017, the City began its Rental Housing Safety Program (RHSP) requiring all residential rental properties (apartments, single-family homes, duplexes, etc.) within the city limits be registered on an annual basis and maintain specific life and safety standards for those properties. Since substandard housing disproportionately affects the poor, minorities, working class families, seniors, the disabled, and persons who suffer from chronic illness, it is the aim of the RHSP to eliminate all substandard rental housing in Lakewood and improve the quality of life for all Lakewood residents.

Actions planned to reduce lead-based paint hazards.

Consistent with Title X of the Housing and Community Development Act of 1992, Lakewood provides information on lead-safe practices to owners of all properties receiving up to \$5,000 of federal assistance. If work on painted surfaces is involved in properties constructed prior to 1978, the presence of lead is assumed, and safe work practices are followed if testing is not conducted.

In addition to the above, homes with repairs in excess of \$5,000 in federally funded rehabilitation assistance are assessed for risk (completed by a certified Lead Based Paint firm) or are presumed to have lead. If surfaces to be disturbed are determined to contain lead, interim controls are exercised, occupants notified, and clearance testing performed by an EPA-certified firm. Properties constructed prior to 1978 and acquired with federal funds are inspected for hazards and acquired rental properties are inspected periodically.

With approximately 75% of Lakewood's 27,370 housing units being built prior to 1980, there exists the potential for some 20,000 housing units to contain lead-based paint hazards. To inform the community of the hazards of lead-based paint, the City offers copies of the EPA's "Protect Your Family from Lead in Your Home" and HUD's "Renovate Right" pamphlets at City Hall and provides copies of these pamphlets to all housing repair program applicants. As part of the City's single and multifamily housing programs, XRF paint inspections and Risk Assessments are conducted, lead-safe work is conducted by Washington State certified RRP renovation contractors, abatement work is conducted by certified abatement contractors, and clearance testing of all disturbed surfaces is performed by certified Risk Assessors.

The City conducts lead paint inspections on all pre-1978 properties where persons are relocated to with the Emergency Assistance for Displaced Residents and where homeownership assistance is provided for existing housing. Risk assessments are to be conducted on all pre-1978 homes served by housing repair programs where painted surfaces are to be disturbed as part of the scope of repairs. When completed, all homes will be free of lead-based paint hazards.

Actions planned to reduce the number of poverty-level families.

The goals in the Strategic Plan have the capacity to reduce the number of households living in poverty. The Plan's goals emphasize and support stable affordable housing options and services as a means to address poverty, and targeted infrastructure investment as a way to revitalize communities.

The City's goal of preventing and reducing homelessness and housing instability includes funding for projects that will provide new affordable housing opportunities for lower income households and housing rehabilitation programs. Both programs seek to lower the share a household spends on monthly housing costs, therefore increasing the household's ability to pay for other necessities, such as transportation, healthcare, childcare, food, paying down debt, or simply saving for the future. Assistance programs providing relocation assistance and emergency payments to low-income households will focus on stabilizing those most at risk of becoming homelessness – elderly, disabled, and very low-income households.

The goal to support diverse rental and homeowner opportunities includes funding for Lakewood's affordable housing fund which supports the construction of new, safe and affordable housing units for low-income homebuyers and renters. By subsidizing project development costs, the City is able to effectively decrease the share of total income a family commits for housing cost, allowing the household to use those extra funds to pay down short-term debt and pay for other necessities, such as transportation, healthcare, and food, or save for the future.

In 2026, the City will continue to support homelessness prevention through emergency assistance payments to low- and moderate-income households, with a focus on the elderly, disabled, and minority populations, and through relocation assistance for households displaced through no fault of their own.

Additional efforts to reduce the number of poverty-level families include funding through the 1% human services allocation which provides a broad spectrum of services including, supportive and emergency services, human services programs targeting basic human needs, homelessness intervention and prevention, fair housing assistance, crisis stabilization and advocacy, youth programs, access to

health and behavioral services, access to food, and activities to increase self-sufficiency (e.g., workforce training, employment readiness, and education). For 2026, the City has allocated \$510,000 in general fund dollars in support of these programs.

Actions planned to develop institutional structure.

Tacoma, Lakewood, and Pierce County have a long history of coordinating initiatives and planning strategies related to community development, anti-poverty, homelessness, and affordable housing development. Through this coordinated effort, these entities have sought a regional approach to increase the supply of affordable housing (both rental and homeownership), lower the overall cost of housing for residents, create access to financial assistance and services, increase the earning potential of low-income households, reduce or eliminate the time a family is homeless, and create pathways to wealth-building. Funding allocations and recommendations for many local projects are reviewed and approved jointly.

Both Tacoma and Lakewood are represented on the Tacoma/Pierce County Affordable Housing Consortium to work on issues of affordable housing, including state-level policies and programs to increase resources and opportunities to address local housing needs. Tacoma and Lakewood participate in a multicounty planning system (Puget Sound Regional Council) that looks at regional growth and economic development, as well as equal access to opportunities. The City of Lakewood is also a founding member of the South Sound Housing Affordability Partners (SSHAP), a voluntary collaboration among 14 local governments, whose goal is to provide a regional approach to preserve affordable, attainable, and accessible housing throughout Pierce County.

On a local level, Lakewood continues to coordinate federal funding opportunities and general fund expenditures through the Community Services Advisory Board (CSAB). The CSAB is tasked with policymaking and general funding recommendation authority as they relate to community development and human services activities citywide. Board responsibilities include facilitating the cooperation and coordination of human services and Consolidated Plan activities, holding public hearings to receive input on community development and human service's needs, developing policy guidance and program evaluation criteria, and making funding recommendations.

Lakewood, as member of the Tacoma-Lakewood HOME consortium, coordinates its HOME funding through the Tacoma Community Redevelopment Authority (TCRA), a City of Tacoma public corporation organized and dedicated to the administration of federal grants and programs such as the Community Development Block Grant and

HOME Investment Partnerships Program. The TCRA is responsible for administering the HOME Program, including the review of all housing programs for both Tacoma and Lakewood. The Board is staffed by ten Board members and is supported by City of Tacoma staff.

Actions planned to enhance coordination between public and private housing and social service agencies.

The City is the convener of monthly human services Collaboration meetings. Collaboration partners include for-profit and nonprofit providers of housing, services, homeless programs, dv and family services, youth programs, food banks, and healthcare services.

City of Lakewood staff routinely coordinate with City of Tacoma, as part of the HOME Consortium, and participate in regional efforts coordinating planning efforts and service delivery. The Cities participate in the Tacoma/Lakewood/Pierce County Continuum of Care and are active in the Tacoma Pierce County Affordable Housing Consortium, the Economic Development Board for Tacoma-Pierce County, the Pierce County Human Services Coalition, and other public entities and associations that set priorities for use of resources in the region, set goals, and measure progress in meeting those goals. Lakewood staff participate in monthly meetings with service providers and coordinate the development of plans and strategies.

Coordination with public and assisted housing providers, along with governmental agencies for health, mental health, and other services focuses on economic development, transportation, public services, special needs, homelessness, and housing.

Additional coordination efforts with housing and social service agencies involve funding through the City's 1% human services allocation. This fund targets programs that provide low-income housing and homelessness assistance, crisis stabilization and advocacy, emotional supports & youth programs, access to health and behavioral services, and access to food.

The City continues to maintain collaborative relationships with many nonprofit agencies, local housing authorities, mental and social service agencies, and local and State governmental agencies to provide a continuum of affordable housing, access to health care and other programs and services, educational support and training opportunities to aid in obtaining livable-wage jobs, and promote services that encourage self-sufficiency as a lasting solution to breaking the cycle of poverty.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	100,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	100,000

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

The City of Lakewood anticipates it will receive \$100,000 in CDBG program income in FY 2026.

Attachments – SF-424, 424-B & Certifications

(Insert SF-424/ 424-B/ Certifications here)



TO: Mayor and City Councilmembers

FROM: Jeff Gumm, Housing Division Manager

THROUGH: Doug Russell, City Manager *Doug Russell*
 Jeff Rimack, PPW Director

DATE: March 16, 2026

SUBJECT: Amendments to LMC Chapter 5.60 – Rental Housing Licensing

ATTACHMENTS: Draft Amended LMC Chapter 5.60 (**Attachment A**); and Draft Self-Certification Forms- Single-Family and Multifamily (**Attachment B**)

Background

On August 1, 2016, Council approved Ordinance 644, approving the City to enact a rental housing inspection and licensing program. The program requires all residential rental properties (apartments, duplexes, single-family homes, etc.) within the City of Lakewood obtain a rental business license and comply with specific life and safety standards designed to ensure a consistent standard throughout the City’s rental housing stock such that safe and decent living conditions exist for all Lakewood rental housing tenants.

Rental Housing Safety Program (RHSP) History

In 2017, the City developed the rental housing program through an extensive process of outreach and meetings with property owners and landlords, property managers, tenants, governmental agencies, the general public, City Council, and other parties of interest. Both the registration and inspection process were reviewed and refined over a period of months.

In 2018, the City began the process of registering and inspecting rental properties. As a part of the program, all rental properties are required to obtain a rental housing business license each year no later than March 30th. Additionally, all rental properties are required to be inspected and pass a rental housing inspection once every five years.

Rental properties were chosen for initial inspection via lottery. A total of 20 percent of rentals were selected each year for the first five years, until all known rentals were chosen for inspection. Property owners could choose a city-approved inspector or City staff to conduct the initial property inspection. All reinspections were conducted by City -staff to ensure properties were brought into compliance.

How many rental properties are there?

The RHSP program typically registers between 1,800 and 2,000 rental properties and between 11,500 and 12,000 total rental units annually. In 2025, there were 1,836 rental properties registered and 11,774 total rental units registered.

Results of Rental Inspections

All known rental properties have been inspected at least once since the program began inspecting rental properties in 2018. Since inception, compliance rates have risen to a point where today, nearly all rental properties are in significant compliance with the City's rental housing inspection protocols.

When the program started, City staff was finding that many rental properties suffered significant structural and life/safety failures – items like failing deck structures, failing framing components, improper or lacking egress, improper and exposed electrical wiring and components, and lack of heat or utilities to units. In the eight years since the program's inception, staff are no longer experiencing these types of failed inspections as most have seen significant investment and upgrade to their properties over the years. Today, the most typical and common items a property may fail an inspection for is not the structural or life/safety items, instead, it is due to such things as improper connection or missing seismic strapping to water heaters, smoke and carbon monoxide detectors missing batteries or their recent removal by tenants, failed GFCI outlets, leaking or improper plumbing, and other minor electrical issues.

To date, the program has seen significant investment in, and an overall improvement of, the general conditions of all rental housing within the City of Lakewood.

Why Seek Changes to the Program?

When LMC Chapter 5.60 was adopted, rental housing licensing/registration and inspection were combined into one code. The program was intended to comply with RCW 59.18.125, which is an inspection code only. By combining a combined licensing/registration and inspection chapter, the current language provides exemptions from the entire code (business licensing as well as inspections) for specific units, which was not the intent.

For example, if a complex is newly constructed, the current code provides for an exemption from the entire code for the first 10 years, meaning no required inspection or license to operate. Also, a property receiving certain housing subsidies and that had a substantially equivalent inspection process was also exempted from the entire code. Again, the intent was to exempt the property from the inspection part, but not the required business licensing.

The proposed draft amendments to LMC Chapter 5.60 will do the following:

- 1) Replace “rental-housing complex” with “rental housing unit” throughout to clarify that all rental properties are to comply with the licensing and registration requirement, not just rental-housing complexes (defined as any complex of five or more residential units).
- 2) Correct the licensing/registration and inspection issues under 5.60.025 to clearly delineate which properties are exempt from both licensing/registration (5.60.020) and inspection (5.60.080), and those which are only exempt from the inspection process only (5.60.080);
- 3) Remove program exemption for accessory dwelling units (ADUs), transitional housing, and shelters from program registration and inspection requirements. With new state ADU legislation, the City anticipates more rental ADUs will be constructed throughout Lakewood, and they will certainly need to be maintained to the standards in LMC Chapter 5.60. Additionally, more transitional housing and shelters are also anticipated, and they too will need to be maintained to the rental housing standard;
- 4) Reduce the number of years a property can be exempt from inspection from 10 years after initial Certificate of Occupancy to 5 years; and
- 5) Provide for a self-certification option for property owners to certify their property is in compliance with the City’s rental housing registration and inspection requirements.

Why Provide a Self-Certification Option in Lieu of Inspection?

The self-certification in lieu of initial rental inspection is in direct response to the improved conditions of rental housing witnessed throughout the City. During the first eight years of the program, staff has seen significant improvement in both the condition and quality of rental housing stock. This option would allow a property owner to inspect their own property, ensure it is in full compliance with the City’s inspection protocols, and finally, provide certification to the City of said compliance.

Additionally, staff have heard from many property owners who have requested additional ways to comply with program requirements. The self-certification option would satisfy those requests.

Other Cities Who Offer Self-Certification of Compliance

Presently, the City of Seattle and the City of Renton allow for self-certification of compliance with program inspection requirements. Seattle provides a general self-certification statement, while Renton requires both a declaration of compliance and requires the property owner to complete and submit an inspection checklist certifying the property is in compliance with all inspection requirements noted.

How Would City Staff Conduct Inspection of Properties?

Once every five years, a property owner may choose one of three options to ensure their property is in compliance with RHSP program requirements:

Current Options:

- 1) Have their property inspected by an approved third-party inspector; or
- 2) Have their property inspected by a City of Lakewood program inspector.

Proposed Option:

- 3) *Self-Certification*

For those property owners selecting inspection options 1 or 2, there will be no change in how property inspections are conducted. For those selecting option 3 – Self-Certification, the City would conduct random inspection of all properties who selected this option. The process would be similar to the City's initial lottery process where approximately 20 percent of properties would be selected for inspection. Any properties failing inspection would then be subject to the City's standard reinspection process until the property is brought into compliance.

How Will This Change Affect How Staff Respond to Tenant or Code-Related Complaints?

The self-certification process would have no effect on how or when the City responds to tenant complaints. Currently, when the City receives complaint from a tenant or other code complaint, City staff contact the complainant and the property owner or manager and schedule an inspection of the property or unit. Staff anticipates no change in this process.

Approval Process and Timeline

Table 1 lists milestones and upcoming dates regarding proposed amendment of LMC Chapter 5.60.

TABLE 1 LMC CHAPTER 5.60 AMENDMENT – MILESTONES & UPCOMING DATES	
Date	Action
February 18, 2026	Planning Commission review of proposed changes to LMC Chapter 5.60.
March 4, 2026	Public hearing before Planning Commission on proposed amendment to LMC Chapter 5.60. Planning Commission approved proposed amendment 7-0.
March 16, 2026	<i>Council Study Session on proposed amendment to LMC Chapter 5.60.</i>
April 6, 2026	Council review and approval of amendment to LMC Chapter 5.60.
May 6, 2026	If approved, changes to LMC 5.60 would become effective 30 days after Council approval.

Draft text amendments to LMC Chapter 5.60 are included as Attachment A below. Additionally, a copy of the proposed Self-Certification is attached as Attachment B below.

Attachment A

Chapter 5.60 RENTAL HOUSING LICENSING

5.60.005 Declaration of purpose.

The City of Lakewood finds that the imposition of a residential rental inspection program will protect the public health, safety, and welfare of tenants by encouraging the proper maintenance of residential rental housing, by identifying and requiring correction of substandard housing conditions, and by preventing conditions of deterioration and blight that could adversely impact the quality of life in Lakewood. [Ord. 644 § 2, 2016.]

5.60.010 Definitions.

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

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

“Certificate of inspection” means an unsworn statement, declaration, verification, or certificate made in accordance with the requirements of RCW [9A.72.085](#) by a qualified inspector that states that the landlord has not failed to fulfill any substantial obligation imposed under RCW [59.18.060](#) that endangers or impairs the health or safety of a tenant, including (1) structural members that are of insufficient size or strength to carry imposed loads with safety, (2) exposure of the occupants to the weather, (3) plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury, (4) not providing facilities adequate to supply heat and water and hot water as reasonably required by the tenant, (5) providing heating or ventilation systems that are not functional or are hazardous, (6) defective, hazardous, or missing electrical wiring or electrical service, (7) defective or hazardous exits that increase the risk of injury to occupants, and (8) conditions that increase the risk of fire.

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

“Nonowner managers,” as used in this chapter, means any person(s) hired or engaged for the purpose of providing management services for any residential housing unit within the City of Lakewood, where the manager(s) has/have no ownership in the residential housing unit being managed.

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

“Qualified inspector” means: a United States Housing and Urban Development certified inspector; a Washington State licensed home inspector; an American Society of Home Inspectors certified inspector; a private inspector certified by the National Association of Housing and Redevelopment Officials, the American Association of Code Enforcement, or other comparable professional association as approved by the local municipality; a municipal code enforcement officer; a Washington licensed structural engineer; or a Washington licensed architect.

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

“Rental-housing complex owners,” as used in this chapter, means the individual or individuals, partnership(s), corporation(s) or any combination thereof owning or having an ownership interest in any residential housing unit within the City of Lakewood.

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

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

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

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

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

“Unit unavailable for rent” means a residential housing unit that is not offered or available for rent as a rental unit, and that prior to offering or making the unit available as a rental unit, the owner is required to obtain a residential rental business license for the building in which the unit is located and comply with applicable administrative regulations adopted pursuant to this chapter. [Ord. 644 § 3, 2016; Ord. 468 § 1, 2008; Ord. 255 § 1, 2001; Ord. 219 § 1, 1999.]

5.60.020 Business license – Fee.

Each residential housing unit ~~multi-housing complex~~ in the City, as defined herein, shall obtain and maintain in good order a rental housing ~~complex~~ license issued by the City in accordance with the procedures of this title.

A. The fee for a such rental ~~rental housing complex~~ license shall be in accordance with LMC 3.20.010, the fee schedule, at least one copy of which shall be kept on file in the Office of the Lakewood City Clerk.

B. Each license issued under the provisions of this chapter shall be valid for the current year of issuance (January 1 – December 31) and shall expire on December 31st of said issuance year. ~~expire one year from the date of issuance by the City, unless renewed.~~ Upon renewal, each license shall be valid for an additional year from the date of expiration, unless suspended, revoked, closed, or invalidated by a change in business as defined in LMC 5.02.040. Any additional rules and regulations and conditional licenses imposed or stipulated to pursuant to LMC 5.02.150 shall remain in full force and effect unless expressly terminated in writing. [Ord. 548 § 10, 2012; Ord. 288 § 17, 2002; Ord. 255 § 1, 2001; Ord. 219 § 1, 1999.]

5.60.025 Scope.

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

A. The following residential housing units are exempted from the rental licensing requirements as provided in 5.60.020, and inspection and certificate of compliance requirements as provided in 5.60.080:

1. Rental housing units occupied by owner or by parent or child of owner;
2. Units unavailable for rent;
3. Any facility such as a hotel, motel, condominium, resort, or any other facility or place offering three or more lodging units to guests for periods of less than 30 days; provided, that if any guest resides for a period of 30 days or more, then such facility shall be subject to this chapter;
4. Housing accommodations in retirement or nursing homes;
5. Housing accommodations in any hospital, state-licensed community care facility, convent, monastery or other facility occupied exclusively by members of a religious order, or an extended medical care facility;
6. Rental units that a government unit, agency or authority owns, operates or manages, or that are specifically exempted from municipal regulation by state or federal law or administrative regulation. This exception does not apply once the governmental ownership, operation or management is discontinued;
7. Housing units which may be exempt from inspection as may otherwise be provided by law.

B. The following residential housing units are exempted from the rental inspection and certificate of compliance requirements as provided in 5.60.080:

1. Newly constructed rental units with satisfactory certificate of occupancy and no code violations for 5 years from the date of the certificate of occupancy;
2. Rental units:
 - i. That receive funding or subsidies from the federal, state or local government;
 - ii. That are inspected at least every three years as a requirement of the funding or subsidy;
 - iii. That provide a copy of the inspection to the City; and
 - iv. For which the Director determines that the inspection is substantially equivalent to the inspection required by this chapter. [Ord. 644 § 4, 2016.]

5.60.025 Scope:

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

- A.—Rental housing units occupied by owner or by parent or child of owner;
- B.—Units unavailable for rent;
- C.—Any facility such as a hotel, motel, condominium, resort, or any other facility or place offering three or more lodging units to guests for periods of less than 30 days; provided, that if any guest resides for a period of 30 days or more, then such facility shall be subject to this chapter;
- D.—Housing accommodations in retirement or nursing homes;

- ~~E.—Housing accommodations in any hospital, state-licensed community care facility, convent, monastery or other facility occupied exclusively by members of a religious order, or an extended medical care facility;~~
- ~~F.—Rental units that a government unit, agency or authority owns, operates or manages, or that are specifically exempted from municipal regulation by state or federal law or administrative regulation. This exception does not apply once the governmental ownership, operation or management is discontinued;~~
- ~~G. Newly constructed rental units with satisfactory certificate of occupancy and no code violations for 10 years from the date of the certificate of occupancy;~~
- ~~H. Rental units:

 - ~~1. —That receive funding or subsidies from the federal, state or a local government;~~
 - ~~2. —That are inspected at least every three years as a requirement of the funding or subsidy;~~
 - ~~3. —That provide a copy of the inspection to the City; and~~
 - ~~4. —For which the Director determines that the inspection is substantially equivalent to the inspection required by this chapter;~~~~
- ~~I. Accessory dwelling units;~~
- ~~J. Shelters and transitional housing;~~
- ~~K. Housing units which may be exempt from inspection as may otherwise be provided by law. [Ord. 644 § 4, 2016.]~~

5.60.050 Employment of law enforcement officers.

In the event it becomes necessary for the City to require that a licensee secure the services of one or more law enforcement officer(s) to properly enforce the applicable laws, rules and regulations and to maintain order in ~~the~~ *a residential housing unit* ~~rental housing complex~~, all expense for such service shall be borne by the licensee, and it is his duty to secure the services of such officer or officers at a level prescribed by the City and as are deemed by the City to be necessary to preserve order and enforce the rules and regulations prescribed in this title, the City Code and state law. Failure to comply with this requirement, if imposed by the City, will result in revocation of the business license in the manner prescribed by the City Code. [Ord. 255 § 1, 2001; Ord. 219 § 1, 1999.]

5.60.060 Duty to comply with all local, state and federal laws and regulations – License revocation.

All persons licensed pursuant to this chapter must comply with all local, state and federal regulations. Violation of this section shall constitute grounds for revocation of license. Additionally, the provisions of Chapter 5.02 LMC shall apply to the extent not in conflict herewith. [Ord. 255 § 1, 2001; Ord. 219 § 1, 1999.]

5.60.070 Reimbursement for transitional costs.

In the event that a *residential housing unit* ~~rental housing complex~~ is closed by the City or any agency acting on behalf of or in coordination with the City stemming from enforcement of the provisions of this chapter or any applicable health, building, fire, housing or life-safety code, or other serious violations, it shall be a prerequisite condition for the license to be reinstated and/or the *residential housing unit* ~~rental housing complex~~ to be allowed to reopen that the operator of the *residential housing unit* ~~rental housing complex~~ reimburse the City for any transitional costs and/or tenant relocation costs incurred by the City that are directly attributable to such closure. For the purposes hereof, “transitional costs and/or tenant relocation costs” include but are not limited to tenant travel costs and temporary hotel vouchers or other expenses incurred to procure alternate housing following tenant

displacement for a reasonable time to alleviate the impacts of displacement, the amounts of which costs shall be as determined in the discretion of the City Manager or designee. [Ord. 468 § 2, 2008; Ord. 255 § 1, 2001.]

5.60.080 Inspection and certificate of compliance required.

A. Rental housing ~~complex~~ owners are required to provide a certificate of inspection as a business license condition during the year such is required by the City. A certificate of inspection shall be required no more than once every five years.

B. Proof of an inspection by a government agency or other qualified inspector within the previous 24 months will satisfy the requirement for a certificate of inspection.

C. A rental housing owner may provide self-certification that their rental property is in compliance with the requirements of this title in lieu of a certificate of inspection. The form and content of such self-certification shall be provided and approved by the City.

D€. The Director is hereby authorized to adopt administrative procedures consistent with this chapter and Chapter 59.18 RCW. [Ord. 644 § 5, 2016.]

5.60.100 Unlawful to rent noncompliant rental units.

It shall be unlawful to rent a rental unit, or to allow a tenant to continue to occupy a rental unit that does not satisfy the requirements of LMC 5.60.080. The Director may notify the owner that until a certificate of compliance is provided, it is unlawful to rent or to allow a tenant to continue to occupy a rental unit. [Ord. 644 § 6, 2016.]

5.60.110 Rule making.

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

B. The Director or designee shall maintain information related to the implementation of the City of Lakewood rental housing safety program. No less than annually the Director shall present current information regarding the effectiveness of the program to the Lakewood City Council. [Ord. 644 § 7, 2016.]

5.60.120 License denial, suspension or revocation.

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

B. In the event that a property subject to regulation under this chapter is closed by the City or any agency acting on behalf of or in coordination with the City stemming from enforcement of the provisions of this chapter or any applicable health, building, fire, housing or life-safety code, or other serious violations, it shall be a prerequisite condition for the license to be reinstated or the property to be allowed to reopen that the operator of the property reimburse the City for any transitional costs or

tenant relocation costs incurred by the City that are directly attributable to such closure. For the purposes hereof, “transitional costs and/or tenant relocation costs” include but are not limited to those items set forth in RCW 59.18.085, tenant travel costs and temporary hotel vouchers or other expenses incurred to procure alternate housing following tenant displacement for a reasonable time to alleviate the impacts of displacement, whether incurred by the tenant, the City or third parties.

C. All such license application denials, suspensions or revocations shall be in writing. Appeals of actions taken under this chapter, except as provided by LMC 5.60.130 or 5.60.150, shall be governed by the provisions of Chapter 5.02 LMC. [Ord. 644 § 8, 2016.]

5.60.130 Immediate health and safety threats.

Nothing in this chapter shall limit the City’s remedies as allowed by this code or law nor shall anything in this chapter be construed as a limitation on the City’s ability to inspect properties, obtain warrants and take any other such proper action, whether criminal, civil, administrative or otherwise for property-related conditions that may constitute an immediate health or safety threat. [Ord. 644 § 9, 2016.]

5.60.140 No warranty by City.

By enacting and undertaking to enforce this chapter, neither the City, its agents or employees, nor the City Council warrant or guarantee the safety, fitness or suitability of any dwelling in the City or any unit inspected under this chapter. Owners and occupants shall take whatever steps they deem appropriate to protect their interest, health, safety and welfare. [Ord. 644 § 10, 2016.]

5.60.150 Penalties.

A. Any person violating any of the provisions or failing to comply with any of the requirements of this chapter or any rules or regulations adopted by the Director pursuant to this chapter may be punished by an infraction of \$150.00 per day for the first 10 days that the violation or failure to comply exists and \$500.00 per day for each day thereafter. Each person is guilty of a separate violation for each and every day during any portion of which any violation of any provision of this chapter is committed, continued, or permitted by such person. No part of this fine may be reduced, modified or suspended except upon a showing that the violation has been remedied or with the consent of the Director.

B. Any person who knowingly submits or assists in the submission of a falsified certificate of compliance, or knowingly submits falsified information upon which a certificate of compliance is issued, in addition to the penalties provided in subsection A of this section shall be guilty of a gross misdemeanor and must be punished by a fine of not more than \$5,000. [Ord. 644 § 11, 2016.]

5.60.160 Consistency with Chapter 59.18 RCW.

The provisions of this chapter shall be interpreted in a manner that is consistent with the provisions of Chapter 59.18 RCW, and in particular, RCW 59.18.125. [Ord. 644 § 12, 2016.]

Attachment B



Housing Division
6000 Main St SW
Lakewood, WA 98499
rentals@cityoflakewood.us
253-983-7850

5-Year Self-Certification Form and Certificate of Inspection

Single-family and Duplex

(Not to be used for reinspection purposes)

Rental Property Address: _____

Parcel Number: _____ **Number of Units:** _____

Owner's Name: _____ **Phone No.** _____

Property Manager: _____ **Phone No.** _____

Date of Inspection: _____

All owners of residential rental properties are **required** to complete and submit the City of Lakewood a Self-Certification Form and Certificate of Inspection through the City's Rental Safety Program Website **no later than April 30th**, once every five years. Each owner must verify that *every* rental unit meets the City's minimum housing safety standards by completing the **Rental Housing Safety Program (RHSP) Safety Certification Checklist** (attached). **All pages must be completed in full.**

Owners are advised that the Self-Certification Checklist is **not exhaustive**. Beyond the listed items, owners remain fully responsible for ensuring that all rental units and buildings are in **full compliance** with all applicable provisions of the Lakewood Municipal Code. Failure to meet these obligations may result in enforcement actions as authorized by law. Additionally, the City Of Lakewood reserves the right to inspect rental properties to confirm compliance with this Certification and/or to follow up on code and building deficiencies as identified.

The website is located at **<https://slate.tolemi.com/lakewood-wa/reg/rental>**

- Provide a copy of this completed checklist to your tenant(s) and keep the checklist in your files.
- If subject to a housing inspection, you are required to provide a copy of the completed form.
- For additional information regarding the City's Rental Housing Safety Program:
 - Visit the website at www.cityoflakewood.us (search: RHSP)
 - Call (253) 783-7850
 - E-mail rentals@cityoflakewood.us
 - Visit the Housing Division at Lakewood City Hall; 6000 Main St SW, Lakewood, WA 98499



RENTAL HOUSING SAFETY PROGRAM INSPECTION CHECKLIST

City of Lakewood, Planning and Public Works
6000 Main Street SW, Lakewood, WA 98499
Telephone: (253) 983-7850

Single
Family/
Duplex
Checklist

Rental Property Address:	Owner Name:
Rental Property Contact (Name & Phone):	Rental Business License Number:
Inspector:	Date and Time of Inspection:

Note: A box checked with pass requires no action; a box checked with fail denotes a deficiency or an aspect of the property requiring corrective action. Failed items with an asterisk (*) and in bold face are deemed life-safety items and must be corrected and pass re-inspection within 10 days; all other failed items must pass re-inspection within 60 days. All items must pass to receive a Certificate of Compliance.

Type of Inspection		<input type="checkbox"/> Initial	<input type="checkbox"/> Re-Inspection
1.	EXTERIOR SITE CONDITIONS		
		Pass	Fail
1.1.	Address: Units shall have the house or unit number clearly displayed on the front or side facing the street. Numbers shall be not less than 4" in height and minimum stroke width of 0.5".	<input type="checkbox"/>	<input type="checkbox"/>
1.2.	Exterior Site: Exterior property areas and premises shall be maintained in a clean, safe, and sanitary condition. All areas shall be free from garbage, debris, or conditions that would endanger the health and safety of the residents.	<input type="checkbox"/>	<input type="checkbox"/>
1.3.	Motor Vehicles: Property remains free of inoperable or apparently inoperable vehicles.	<input type="checkbox"/>	<input type="checkbox"/>
1.4.	Exhaust Vents: Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public/private property or that of another tenant(s).	<input type="checkbox"/>	<input type="checkbox"/>
1.5.	Accessory Structures: Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.	<input type="checkbox"/>	<input type="checkbox"/>
1.6.	Defacement of Property: Property remains free of graffiti or other markings.	<input type="checkbox"/>	<input type="checkbox"/>
1.7.	Grounds Maintenance: Property and surrounding landscape properly maintained and kept free of noxious weeds and overgrown vegetation.	<input type="checkbox"/>	<input type="checkbox"/>
1.8.	Exterior Walkways: Walkways are free of excessively cracked or crumbly concrete, or other condition(s) that cause the walkway to be unsafe for tenant(s) use. Cracks larger than 3/8" in height differential of slopes listing more than 2% are considered unsafe.	<input type="checkbox"/>	<input type="checkbox"/>

1.9.	Driveway/Parking: All driveways and parking spaces are maintained in good repair and are free from hazards.	<input type="checkbox"/>	<input type="checkbox"/>
1.10.	Drainage: The property is free of improper drainage causing excessive pooling or ponding. Drainage is maintained so as not to cause soil saturation detrimental to structures and lot usage.	<input type="checkbox"/>	<input type="checkbox"/>
1.11.	*Garbage Disposal: Property has adequate refuse removal for tenant(s). Garbage or rubbish shall not accumulate outside of trash receptacles.	<input type="checkbox"/>	<input type="checkbox"/>
1.12.	*Rodents, Vermin or Insects: The property is free of infestation of rodents, vermin, insects, or other pests.	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
2.	EXTERIOR BUILDING CONDITIONS		
		Pass	Fail
2.1.	Exterior Surfaces: Exterior surfaces (other than decay-resistant woods) are protected from the elements and decay by means of protective covering or treatment. Exterior surfaces are maintained in good repair and are structurally sound and watertight.	<input type="checkbox"/>	<input type="checkbox"/>
2.2.	Foundation: Foundation is structurally sound, free of open cracks and breaks, is firmly supported and plumb, and is kept in a condition that prevents entry by rodents or other pests.	<input type="checkbox"/>	<input type="checkbox"/>
2.3.	*Structural Components/Members: Structural components/members are structurally sound, free of deterioration, are properly anchored, and are capable of safely supporting imposed live and dead loads.	<input type="checkbox"/>	<input type="checkbox"/>
2.4.	*Exterior Walls: Exterior walls are maintained in a safe and sound condition, protected from deterioration, are weatherproof and watertight, and are free of holes, breaks, and loose or rotting materials.	<input type="checkbox"/>	<input type="checkbox"/>
2.5.	*Roofs and Drainage: The roof and flashing is sound, watertight, and does not have defects that admit rain. Roof drainage is adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts are maintained in good repair. Roof water is not to be discharged in a manner that creates a public nuisance.	<input type="checkbox"/>	<input type="checkbox"/>
2.6.	*Decorative Features & Overhang Extensions: Decorative features and overhangs are maintained and in good repair with proper anchorage and in safe condition.	<input type="checkbox"/>	<input type="checkbox"/>
2.7.	*Windows and Skylights: Every window and skylight is in sound condition, good repair and weather tight. Openable windows are easily openable and capable of being held in position by widow hardware. All glazing is free of cracks or holes. Note: If unmodified, glazing shall be in conformance with installation and location standards in place at the time of construction.	<input type="checkbox"/>	<input type="checkbox"/>
2.8.	*Doors: Every door is in sound condition, good repair and weather tight. Glazing in doors shall be free of cracks or holes. Doors with locks are easily operable and secure the door tightly. Doors providing access/egress to a dwelling unit are equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Residential Code. Note: If unmodified, glazing shall be in conformance with installation and location standards in place at the time of construction.	<input type="checkbox"/>	<input type="checkbox"/>
2.9.	*Stairs and Decks: Every exterior stairway, deck, porch, balcony, and all appurtenances attached thereto, are maintained structurally sound, in good repair, with proper anchorage, and capable of supporting the imposed loads. Components are complete and adequately protected from decay.	<input type="checkbox"/>	<input type="checkbox"/>

2.10.	<p>*Handrails and Guards: Every exterior handrail and guard is firmly fastened and capable of supporting normally imposed loads and is maintained in good condition. Components are complete and adequately protected from decay. Every stair that has more than four risers shall have a handrail on one side of the stair and every portion of stair, landing, balcony, porch, deck, ramp or other walking surface that in more than 30" above the floor or grade shall have guards. Rails and guards shall comply with the code in place at time of construction.</p> <p>Note: If modified, rails and guards shall comply with typical standards: Rails- 34-38" in height measured vertically above the nosing of the tread or finished floor of the landing or walking surface; Guards- not less than 36" in height measured above the floor or walking surface.</p>	<input type="checkbox"/>	<input type="checkbox"/>
2.11.	<p>Chimney: <input type="checkbox"/> Not Present Chimneys or similar appurtenances are maintained structurally safe and sound, and in good repair.</p>	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
3. MEANS OF EGRESS			
		Pass	Fail
3.1.	<p>*Egress: A safe, continuous and unobstructed path of travel is provided from any point in building or structure to an egress door without traveling through a garage. The egress door shall have a clear width of not less than 32" and height not less than 78" and shall open to the public way. Means of egress shall comply with the International Fire Code.</p>	<input type="checkbox"/>	<input type="checkbox"/>
3.2.	<p>*Emergency Escape Openings: Basements, habitable attics and sleeping rooms shall have not less than one operable emergency escape and rescue opening. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction and shall be in accordance with the International Existing Building Code. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices permitted provided the minimum net clear opening complies with the code in effect at time of construction and such devices are releasable or removable from interior without use of key, tool or force greater than that required for normal operation. Emergency openings shall have a net clear opening of 5.7 sf with a minimum height of 24" and minimum width of 20" (openings at grade or below grade shall be allowed a net clear opening of 5 sf). Window wells shall have a horizontal projection and width no less than 36" in either direction and shall be equipped with a permanently affixed compliant ladder if depth exceeds 44".</p>	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
4. INTERIOR BUILDING CONDITIONS			
		Pass	Fail
4.1.	<p>*Structural Components/Members: Structural components/members are structurally sound, free of deterioration, are properly anchored, and are capable of safely supporting the imposed loads.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.	<p>Interior Surfaces: Interior surfaces, including windows and doors, are maintained in good, clean and sanitary condition. The interior is free of peeling/chipping, flaking or abraded paint; loose or damaged plaster/sheetrock; decayed wood or other defective surface conditions present that would exceed a combined 4 sf.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.3.	<p>*Stairs and Walking Surfaces: Every stair, ramp, landing, balcony, porch or other walking surface is maintained in sound condition and good repair.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.	<p>*Handrails and Guards: Every handrail and guard is firmly fastened and capable of supporting normally imposed loads and is maintained in good condition. Handrail and guard shall comply with height and location as specified above in Exterior Building Conditions, Article 2.10.</p>	<input type="checkbox"/>	<input type="checkbox"/>

4.5.	Interior Doors: Every interior door is fit reasonably well within its frame and is capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.	<input type="checkbox"/>	<input type="checkbox"/>
4.6.	*Ventilation: All habitable spaces and bathrooms have not less than one operable window that complies with the International Property Maintenance Code (IPMC). Bathrooms and kitchens may comply with the ventilation requirements through the use of mechanical ventilation, provided the mechanical system is operational and is discharged to the outdoors and not recirculated. Clothes dryer exhaust ventilation are installed independent of other systems and vent directly to the exterior.	<input type="checkbox"/>	<input type="checkbox"/>
4.7.	Lighting: All habitable rooms have not less than one window facing directly to the outside or to a court. All spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures. Note: Windows not required in rooms unmodified from their original construction; in bathrooms and kitchens provided the room has an artificial light source and ventilation in accordance with Article 4.6; or in rooms lacking exterior wall access.	<input type="checkbox"/>	<input type="checkbox"/>
4.8.	*Fire-Resistance-Rated Assemblies (including Opening Protectives): Required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors are maintained and in good, operable condition.	<input type="checkbox"/>	<input type="checkbox"/>
4.9.	*Smoke Detectors: Smoke detectors must be installed in the following locations: 1) On the ceiling or wall outside each separate sleeping area in the immediate vicinity of bedrooms; 2) in each room used for sleeping purposes; and 3) in each story, including basements but not including crawl space and uninhabited attics. Smoke detectors to be maintained in good working order. Note: Individual smoke detectors are not required where a building fire alarm system is installed and properly maintained in accordance with Section 907 of the International Fire Code.	<input type="checkbox"/>	<input type="checkbox"/>
4.10.	*Carbon Monoxide Detectors: Carbon monoxide detectors must be installed in the hallway centrally located outside all sleeping areas and shall be maintained in good working order.	<input type="checkbox"/>	<input type="checkbox"/>
4.11.	*Rodents, Vermin or Insects: The property is maintained so as to be free from infestation of rodents, vermin, insects or other pests.	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
5. ROOM SIZE/REQUIREMENTS			
		Pass	Fail
5.1.	Minimum Room Width/Height: Width- All habitable rooms, other than a kitchen, shall be not less than 7' in any dimension. Kitchens shall have a minimum clear passageway of 3' between counterfronts and appliances or counterfronts and walls. Height- All habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms, and habitable basement areas shall have a minimum clear ceiling height of 7'. Note: If room(s) remains unmodified from original construction, minimum room dimension may comply with code in place at time of construction. Additional exemptions provided under Article 404.3 of the IPMC; Efficiency/Studio unit exemptions provided under Article 404.6 of the IPMC.	<input type="checkbox"/>	<input type="checkbox"/>
5.2.	Room Area: Every living room shall not contain less than 120 sf and every bedroom not less than 70 sf. Note: If room(s) remains unmodified from original construction, minimum room size may comply with code in place at time of construction.	<input type="checkbox"/>	<input type="checkbox"/>
5.3.	*Prohibited Use: Kitchens and non-habitable spaces are not being used for sleeping purposes.	<input type="checkbox"/>	<input type="checkbox"/>

5.4.	*Food Preparation: All spaces used for food preparation contain suitable space and equipment to store, prepare and serve food in a sanitary manner.	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
6.	HEATING & PLUMBING SYSTEMS		
		Pass	Fail
6.1.	*Heat Source: Dwelling is provided with heating facilities capable of maintaining a room temperature of 68°F in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances and portable unvented fuel-burning space heaters are not to be used as a means to provide required heating.	<input type="checkbox"/>	<input type="checkbox"/>
6.2.	*Fuel-burning Appliances: Any gas, wood, or fuel-burning appliance is of an approved type, properly installed, has gas shutoff valve within 3' of appliance, and maintained in safe working order.	<input type="checkbox"/>	<input type="checkbox"/>
6.3.	*Plumbing Connection: Every plumbing fixture is properly connected to either a public water system or to an approved private water system, and to either a public sewer system or an approved private sewage disposal system.	<input type="checkbox"/>	<input type="checkbox"/>
6.4.	*Plumbing Lines: All plumbing supply lines, waste lines, sewer lines, venting and plumbing stacks are functioning properly and are free from obstructions, leaks, or defects.	<input type="checkbox"/>	<input type="checkbox"/>
6.5.	*Plumbing Fixtures: Dwelling unit has its own shower or bathtub, lavatory, water closet and kitchen sink. Lavatory is placed in the same room as the water closet or located in close proximity to the door leading directly into the room containing the water closet.	<input type="checkbox"/>	<input type="checkbox"/>
6.6.	*Plumbing Fixtures: All plumbing fixtures, devices and appurtenances are functioning properly and have sufficient volume of water to function as designed. All fixtures are maintained in a safe and sanitary condition.	<input type="checkbox"/>	<input type="checkbox"/>
6.7.	*Water Closet Accessibility: Every bedroom has access to at least one water closet and one lavatory without passing through another bedroom.	<input type="checkbox"/>	<input type="checkbox"/>
6.8.	*Water Heating Facilities: Water heating facilities are properly installed, seismically secured (<i>seismically secured</i> - anchored or strapped in upper one-third and lower one-third of appliance), and maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110° F and maximum temperature of 120° F. An approved combination temperature and pressure-relief valve and relief valve discharge pipe (vented to outside to within 6" of ground, where required) shall be properly installed and maintained on all water heaters. Gas-burning water heaters shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. Water heaters with an ignition source, where installed in a garage, shall have the ignition source elevated not less than 18" above floor (<i>ignition source</i> - flame, spark or hot surface capable of igniting flammable vapors or fumes).	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
7.	ELECTRICAL SYSTEMS		
		Pass	Fail
7.1.	*Service: The dwelling unit is served by a three-wire, 120/240-volt, single-phase electrical service having a minimum rating of 60 amperes. The electrical service panel is clearly marked, has a protective face plate with no exposed knockouts or missing breakers/fuses, is clear of obstructions a minimum of 30" in front of panel, and is not located inside a closet.	<input type="checkbox"/>	<input type="checkbox"/>

7.2.	Receptacles: All habitable spaces (i.e. spaces in structure for living, sleeping, eating or cooking) have at least two separate operable receptacles.	<input type="checkbox"/>	<input type="checkbox"/>
7.3.	Receptacles: Every bathroom shall have at least one receptacle. All bathroom outlets and kitchen outlets within 6' of a water source shall be protected by a ground fault circuit interrupter (applies to all properties constructed 1975-or newer or where electrical modification requires).	<input type="checkbox"/>	<input type="checkbox"/>
7.4.	*Receptacles: All receptacle outlets have the appropriate faceplate cover for the location.	<input type="checkbox"/>	<input type="checkbox"/>
7.5.	*Electrical Hazards: The dwelling unit is free of faulty electrical receptacles or switches, damaged or exposed wiring, improper wiring or improper fusing.	<input type="checkbox"/>	<input type="checkbox"/>
7.6.	*Electrical Hazards: Flexible or extension cords are not used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.	<input type="checkbox"/>	<input type="checkbox"/>
7.7.	*Luminaires: Every hallway, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room has no less than one operable electric luminaire. All habitable rooms must have an operable electric luminaire; bedrooms may have two outlets in place of luminaire.	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
8.	FIRE SAFETY		
8.1.	*Storage of Fueled Equipment: Fueled equipment is not stored, operated or repaired within the building; except in rooms constructed for such use or where approved by the fire code official and the fuel capacity does not exceed 10 gallons, and the building is equipped throughout with an automatic sprinkler system.	<input type="checkbox"/>	<input type="checkbox"/>
8.2.	*Storage of Fueled Equipment: Vehicles powered by flammable liquids, Class II combustible liquids or compressed flammable gases are not stored within the living space.	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
9.	SWIMMING POOLS, SPAS AND HOT TUBS	<input type="checkbox"/> Not Applicable	
		Pass	Fail
9.1.	General: Pools, spas and hot tubs are maintained in a clean and sanitary condition, and in good repair.	<input type="checkbox"/>	<input type="checkbox"/>
9.2.	*Enclosures: Pools containing more than 24" in depth are completely surrounded by a fence or barrier not less than 48" in height above the finished ground level measured on the side of the barrier away from the pool. Gates are self-closing and self-latching (gate shall positively close and latch when released from an open position of 6" from the gatepost). Where self-latching device is less than 54" above the bottom of the gate, the releasing mechanism shall be located on the pool side of the gate. Hot tub or spa shall be equipped with a cover that complies with ASTM F 1346.	<input type="checkbox"/>	<input type="checkbox"/>
9.3.	Luminaires: Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Inspection			

<input type="checkbox"/> Pass	<input type="checkbox"/> Fail – Corrections Needed
<input type="checkbox"/> Uninhabitable	<p>A structure/building shall be considered uninhabitable if it meets the following definition: <i>IBC [A] 116.1 Conditions. Structures or equipment that are or hereby become unsafe, insanitary or deficient because of inadequate light and ventilation, or that constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance.</i></p> <p>Note: A structure/building that is determined to be uninhabitable is required to be inspected by the City of Lakewood Building Department.</p>

Certification of Inspection: By my signature, I certify that I have personally inspected this property and that this property does does not comply with the standards set forth in the City of Lakewood Rental Housing Safety Inspection Program as authorized by LMC 5.60. I also understand that knowingly submitting a falsified certificate of inspection is a gross misdemeanor punishable with a fine up to five thousand dollars (\$5,000). I hereby certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Submittal of Inspection: By my signature, I certify that I am authorized to submit the information provided in this checklist to the City of Lakewood in accordance with the City of Lakewood Rental Housing Safety Inspection Program as authorized by LMC 5.60. I understand this rental property must comply with all the provisions of the Rental Housing Safety Inspection Program and that I will be required to submit a certificate of inspection no later than once every five years for this property. I also understand that knowingly submitting a falsified certificate of inspection is a gross misdemeanor punishable with a fine up to five thousand dollars (\$5,000). I hereby certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Additionally, the City Of Lakewood may inspect rental properties to confirm compliance with this Certification and/or to follow up on code and building deficiencies as identified.

Inspector Signature : _____
Date & Place of Signature: _____

Owner Signature: _____
Date & Place of Signature: _____

Permit and Inspection May Be Required Note: Correction of failed inspection items involving electrical, plumbing, mechanical or structural systems and their components may require permit. Please verify with your utility provider for electrical and gas repairs and the City of Lakewood Building Department for mechanical, heating or structural repairs if a permit is necessary.

The City Of Lakewood reserves the right to inspect rental properties to confirm compliance with this Certification and/or to follow up on code and building deficiencies as identified.



Housing Division
6000 Main St SW
Lakewood, WA 98499
rentals@cityoflakewood.us
253-983-7850

5-Year Self-Certification Form and Certificate of Inspection-
Multifamily (Triplex or larger)
(Not to be used for reinspection purposes)

Rental Property Address: _____

Parcel Number: _____ **Number of Units:** _____

Owner's Name: _____ **Phone No.** _____

Property Manager: _____ **Phone No.** _____

Date of Inspection: _____

All owners of residential rental properties are **required** to complete and submit the City of Lakewood a Self-Certification Form and Certificate of Inspection through the City's Rental Safety Program Website **no later than April 30th**, once every five years. Each owner must verify that *every* rental unit meets the City's minimum housing safety standards by completing the **Rental Housing Safety Program (RHSP) Safety Certification Checklist** (attached). **All pages must be completed in full.**

Owners are advised that the Self-Certification Checklist is **not exhaustive**. Beyond the listed items, owners remain fully responsible for ensuring that all rental units and buildings are in **full compliance** with all applicable provisions of the Lakewood Municipal Code. Failure to meet these obligations may result in enforcement actions as authorized by law. Additionally, the City Of Lakewood reserves the right to inspect rental properties to confirm compliance with this Certification and/or to follow up on code and building deficiencies as identified.

The website is located at <https://slate.tolemi.com/lakewood-wa/reg/rental>

- Provide a copy of this completed checklist to your tenant(s) and keep the checklist in your files.
- If subject to a housing inspection, you are required to provide a copy of the completed form.
- For additional information regarding the City's Rental Housing Safety Program:
 - Visit the website at www.cityoflakewood.us (search: RHSP)
 - Call (253) 783-7850
 - E-mail rentals@cityoflakewood.us
 - Visit the Housing Division at Lakewood City Hall; 6000 Main St SW, Lakewood, WA 98499

Rental Property Address: []	Owner Name: []	
Rental Property Contact (Name & Phone): []	Rental Property Registration Number: []	
Inspector: []	Date and Time of Inspection: []	Total # of Units: []

Note: A box checked with pass requires no action; a box checked with fail denotes a deficiency or an aspect of the property requiring corrective action. Failed items with an asterisk (*) and in bold face are deemed life-safety items and must be corrected and pass re-inspection within 10 days; all other failed items must pass re-inspection within 60 days. All items must pass to receive a Certificate of Compliance.

Type of Inspection		<input type="checkbox"/> Initial	<input type="checkbox"/> Re-Inspection
10. EXTERIOR SITE CONDITIONS			
		Pas s	Fail
10.1.	Address and Unit Identification: Units shall have the house or unit number clearly identified and displayed on each rental unit. Unit or house numbers shall be placed on the unit's door or on the front of the unit facing the street. Numbers shall be not less than 4" in height and minimum stroke width of 0.5".	<input type="checkbox"/>	<input type="checkbox"/>
10.2.	Exterior Site: Exterior property areas and premises shall be maintained in a clean, safe, and sanitary condition. All areas shall be free from garbage, debris, or conditions that would endanger the health and safety of the residents.	<input type="checkbox"/>	<input type="checkbox"/>
10.3.	Motor Vehicles: Property remains free of inoperable or apparently inoperable vehicles.	<input type="checkbox"/>	<input type="checkbox"/>
10.4.	Exhaust Vents: Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public/private property or that of another tenant(s).	<input type="checkbox"/>	<input type="checkbox"/>
10.5.	Accessory Structures: Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.	<input type="checkbox"/>	<input type="checkbox"/>
10.6.	Defacement of Property: Property remains free of graffiti or other markings.	<input type="checkbox"/>	<input type="checkbox"/>
10.7.	Grounds Maintenance: Property and surrounding landscape properly maintained and kept free of noxious weeds and overgrown vegetation.	<input type="checkbox"/>	<input type="checkbox"/>
10.8.	Exterior Walkways: Walkways are free of excessively cracked or crumbly concrete, or other condition(s) that cause the walkway to be unsafe for tenant(s) use. Cracks larger than 3/8" in height differential of slopes listing more than 2% are considered unsafe.	<input type="checkbox"/>	<input type="checkbox"/>
10.9.	Driveway/Parking: All driveways and parking spaces are maintained in good repair and are free from hazards.	<input type="checkbox"/>	<input type="checkbox"/>
10.10.	Drainage: The property is free of improper drainage causing excessive pooling or ponding. Drainage is maintained so as not to cause soil saturation detrimental to structures and lot usage.	<input type="checkbox"/>	<input type="checkbox"/>
10.11.	*Garbage Disposal: Property has adequate refuse removal for tenant(s). Garbage or rubbish shall not accumulate outside of trash receptacles.	<input type="checkbox"/>	<input type="checkbox"/>
10.12.	*Rodents, Vermin or Insects: The property is free of infestation of rodents, vermin, insects, or other pests.	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
11. EXTERIOR BUILDING CONDITIONS			
		Pas s	Fail
11.1.	Exterior Surfaces: Exterior surfaces (other than decay-resistant woods) are protected from the elements and decay by means of protective covering or treatment. Exterior surfaces are maintained in good repair, and are structurally sound and watertight.	<input type="checkbox"/>	<input type="checkbox"/>

11.2.	Foundation: Foundation is structurally sound, free of open cracks and breaks, is firmly supported and plumb, and is kept in a condition that prevents entry by rodents or other pests.	<input type="checkbox"/>	<input type="checkbox"/>
11.3.	*Structural Components/Members: Structural components/members are structurally sound, free of deterioration, are properly anchored, and are capable of safely supporting imposed live and dead loads.	<input type="checkbox"/>	<input type="checkbox"/>
11.4.	*Exterior Walls: Exterior walls are maintained in a safe and sound condition, protected from deterioration, are weatherproof and watertight, and are free of holes, breaks, and loose or rotting materials.	<input type="checkbox"/>	<input type="checkbox"/>
11.5.	*Roofs and Drainage: The roof and flashing is sound, watertight, and does not have defects that admit rain. Roof drainage is adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts are maintained in good repair. Roof water is not to be discharged in a manner that creates a public nuisance.	<input type="checkbox"/>	<input type="checkbox"/>
11.6.	*Decorative Features & Overhang Extensions: Decorative features and overhangs are maintained and in good repair with proper anchorage and in safe condition.	<input type="checkbox"/>	<input type="checkbox"/>
11.7.	*Windows and Skylights: Every window and skylight is in sound condition, good repair and weather tight. Openable windows are easily openable and capable of being held in position by window hardware. All glazing is free of cracks or holes. Every openable basement window shall be protected against entry of rodents. Note: If unmodified, glazing shall be in conformance with installation and location standards in place at the time of construction.	<input type="checkbox"/>	<input type="checkbox"/>
11.8.	*Doors: Every door (interior and exterior) is in sound condition, good repair and weather tight. Glazing in doors shall be free of cracks or holes. Doors with locks are easily operable and secure the door tightly. Doors providing access/egress to a dwelling unit are equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code. Note: If unmodified, glazing shall be in conformance with installation and location standards in place at the time of construction.	<input type="checkbox"/>	<input type="checkbox"/>
11.9.	*Stairs and Decks: Every exterior stairway, deck, porch, balcony, and all appurtenances attached thereto, are maintained structurally sound, in good repair, with proper anchorage, and capable of supporting the imposed loads. Components are complete and adequately protected from decay.	<input type="checkbox"/>	<input type="checkbox"/>
11.10.	*Private Decks, Balconies, Porches and Stairways: Every exterior deck, porch, balcony, stairway, and all appurtenances attached thereto, are maintained structurally sound, in good repair, with proper anchorage, and capable of supporting the imposed loads. Components are complete and adequately protected from decay.	<input type="checkbox"/>	<input type="checkbox"/>
11.11.	*Handrails and Guards: Every exterior handrail and guard is firmly fastened and capable of supporting normally imposed loads and is maintained in good condition. Components are complete and adequately protected from decay. Every stair that has more than four risers shall have a handrail on one side of the stair and every portion of stair, landing, balcony, porch, deck, ramp, or other walking surface that is more than 30" above the floor or grade shall have guards. Rails and guards shall comply with the code in place at time of construction. Note: If modified, rails and guards shall comply with typical standards: Rails- 34-38" in height measured vertically above the nosing of the tread or finished floor of the landing or walking surface; Guards- not less than 42" in height measured above the floor or walking surface.	<input type="checkbox"/>	<input type="checkbox"/>
11.12.	Chimney: <input type="checkbox"/> Not Present Chimneys or similar appurtenances are maintained structurally safe and sound, and in good repair.	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
12. MEANS OF EGRESS- COMMON AREAS AND INDIVIDUAL UNITS			
		Pas s	Fail
12.1.	*Egress: A safe, continuous and unobstructed path of travel is provided from any point in building or structure to the public way. Means of egress shall comply with the International Fire Code. Aisles shall comply with the International Fire Code and shall be unobstructed.	<input type="checkbox"/>	<input type="checkbox"/>

12.2.	*Emergency Escape Openings: Basements, habitable attics and sleeping rooms shall have not less than one operable emergency escape and rescue opening. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction and shall be in accordance with the International Existing Building Code. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices permitted provided the minimum net clear opening complies with the code in effect at time of construction and such devices are releasable or removable from interior without use of key, tool or force greater than that required for normal operation. Emergency openings shall have a net clear opening of 5.7 sf with a minimum height of 24" and minimum width of 20" (openings at grade or below grade shall be allowed a net clear opening of 5 sf). Window wells shall have a horizontal projection and width no less than 36" in either direction and shall be equipped with a permanently affixed compliant ladder if depth exceeds 44".	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
13. INTERIOR BUILDING CONDITIONS - COMMON AREAS & INDIVIDUAL UNITS			
		Pas s	Fail
13.1.	*Structural Components/Members: Structural components/members are structurally sound, free of deterioration, are properly anchored, and are capable of safely supporting the imposed loads.	<input type="checkbox"/>	<input type="checkbox"/>
13.2.	Interior Surfaces: Interior surfaces, including windows and doors, are maintained in good, clean, and sanitary condition. The interior is free of peeling, chipping/flaking or abraded paint; loose or damaged plaster/sheetrock; decayed wood or other defective surface conditions present that would exceed a combined 4 sf.	<input type="checkbox"/>	<input type="checkbox"/>
13.3.	*Stairs and Walking Surfaces: Every stair, ramp, landing, balcony, porch or other walking surface is maintained in sound condition and good repair.	<input type="checkbox"/>	<input type="checkbox"/>
13.4.	*Handrails and Guards: Every handrail and guard is firmly fastened and capable of supporting normally imposed loads and is maintained in good condition. Handrail and guard shall comply with height and location as specified above in Exterior Building Conditions, Article 2.10.	<input type="checkbox"/>	<input type="checkbox"/>
13.5.	Interior Doors: Every interior door is fit reasonably well within its frame and is capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.	<input type="checkbox"/>	<input type="checkbox"/>
13.6.	*Ventilation: All habitable spaces and bathrooms have not less than one openable window that complies with the International Property Maintenance Code (IPMC). Bathrooms and kitchens may comply with the ventilation requirements through the use of mechanical ventilation, provided the mechanical system is operational and is discharged to the outdoors and not recirculated. Clothes dryer exhaust ventilation is installed independent of other systems and vent directly to the exterior.	<input type="checkbox"/>	<input type="checkbox"/>
13.7.	Lighting: All habitable rooms have not less than one window facing directly to the outside or to a court. In apartment buildings with three or more units, all common halls and stairways are lit at all times with not less than a 60-watt bulb (or equivalent) for each 200 sf of floor area. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment, and fixtures. Note: Windows not required in rooms unmodified from their original construction; in bathrooms and kitchens provided the room has an artificial light source and ventilation in accordance with Article 4.6; or in rooms lacking exterior wall access.	<input type="checkbox"/>	<input type="checkbox"/>
13.8.	*Fire-Resistance-Rated Assemblies (including Opening Protectives): Required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors are maintained and in good, operable condition.	<input type="checkbox"/>	<input type="checkbox"/>
13.9.	*Smoke Detectors: Smoke detectors must be installed in the following locations: 1) On the ceiling or wall outside each separate sleeping area in the immediate vicinity of bedrooms; 2) in each room used for sleeping purposes; and 3) in each story, including basements but not including crawl space and uninhabited attics. Smoke detectors to be maintained in good working order. Note: Individual smoke detectors are not required where a building fire alarm system is installed and properly maintained in accordance with Section 907 of the International Fire Code.	<input type="checkbox"/>	<input type="checkbox"/>
13.10.	*Carbon Monoxide Detectors: Carbon monoxide detectors must be installed in the hallway centrally located outside all sleeping areas and shall be maintained in good working order.	<input type="checkbox"/>	<input type="checkbox"/>

13.1	*Rodents, Vermin, or Insects: The property is maintained so as to be free from infestation of rodents, vermin, insects, or other pests.	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
14. ROOM SIZE/REQUIREMENTS- INDIVIDUAL UNITS			
		Pas s	Fail
14.1	Minimum Room Width/Height: Width- All habitable rooms, other than a kitchen, shall be not less than 7' in any dimension. Kitchens shall have a minimum clear passageway of 3' between counterfronts and appliances or counterfronts and walls. Height- All habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms, and habitable basement areas shall have a minimum clear ceiling height of 7'. Note: If room(s) remains unmodified from original construction, minimum room dimension may comply with code in place at time of construction. Additional exemptions provided under Article 404.3 of the IPMC; Efficiency/Studio unit exemptions provided under Article 404.6 of the IPMC.	<input type="checkbox"/>	<input type="checkbox"/>
14.2	Room Area: Every living room shall not contain less than 120 sf and every bedroom not less than 70 sf. Note: If room(s) remains unmodified from original construction, minimum room size may comply with code in place at time of construction.	<input type="checkbox"/>	<input type="checkbox"/>
14.3	*Prohibited Use: Kitchens and non-habitable spaces are not being used for sleeping purposes.	<input type="checkbox"/>	<input type="checkbox"/>
14.4	*Food Preparation: All spaces used for food preparation contain suitable space and equipment to store, prepare and serve foods in a sanitary manner.	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
15. HEATING & PLUMBING SYSTEMS- COMMON AREAS AND INDIVIDUAL UNITS			
		Pas s	Fail
15.1	*Heat Source: Common areas used for gathering, bathrooms and toilet rooms shall be provided with heating facilities capable of maintaining a room temperature of 68°F. Cooking appliances and portable unvented fuel-burning space heaters are not to be used as a means to provide required heating.	<input type="checkbox"/>	<input type="checkbox"/>
15.2	*Fuel-burning Appliances: Any gas, wood, or fuel-burning appliance is of an approved type, properly installed, has gas shutoff valve within 3' of appliance, and maintained in safe working order.	<input type="checkbox"/>	<input type="checkbox"/>
15.3	*Plumbing Connection: Every plumbing fixture is properly connected to either a public water system or to an approved private water system, and to either a public sewer system or an approved private sewage disposal system.	<input type="checkbox"/>	<input type="checkbox"/>
15.4	*Plumbing Lines: All plumbing supply lines, waste lines, sewer lines, venting and plumbing stacks are functioning properly and are free from obstructions, leaks, or defects.	<input type="checkbox"/>	<input type="checkbox"/>
15.5	*Plumbing Fixtures: All plumbing fixtures, devices and appurtenances are functioning properly and have sufficient volume of water to function as designed. All fixtures are maintained in a safe and sanitary condition.	<input type="checkbox"/>	<input type="checkbox"/>
15.6	*Plumbing Fixtures: All plumbing fixtures, devices and appurtenances are functioning properly and have sufficient volume of water to function as designed. All fixtures are maintained in a safe and sanitary condition.	<input type="checkbox"/>	<input type="checkbox"/>
15.7	*Water Closet Accessibility: Every bedroom has access to at least one water closet and one lavatory without passing through another bedroom.	<input type="checkbox"/>	<input type="checkbox"/>

15.8.	<p>*Water Heating Facilities: Water heating facilities are properly installed, seismically secured (<i>seismically secured</i> means- anchored or strapped in upper one-third and lower one-third of appliance), and maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110° F and maximum temperature of 120° F. An approved combination temperature and pressure-relief valve and relief valve discharge pipe (vented to outside to within 6" of ground, where required) shall be properly installed and maintained on all water heaters. Gas-burning water heaters shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. Water heaters with an ignition source, where installed in a garage, shall have the ignition source elevated not less than 18" above floor (<i>ignition source</i> means- flame, spark, or hot surface capable of igniting flammable vapors or fumes).</p>	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
16. ELECTRICAL SYSTEMS- COMMON AREAS AND INDIVIDUAL UNITS			
		Pas s	Fail
16.1.	<p>*Service: The size of the service for gathering and common areas is appropriate for appliance and equipment usage in accordance with NFPA 70. The electrical service panel is clearly marked, has a protective face plate with no exposed knockouts or missing breakers/fuses, is clear of obstructions a minimum of 30" in front of panel, and is not located inside a closet.</p>	<input type="checkbox"/>	<input type="checkbox"/>
16.2.	<p>Receptacles: All habitable spaces (i.e. spaces in structure for living, eating, or cooking) have at least two separate operable receptacles.</p>	<input type="checkbox"/>	<input type="checkbox"/>
16.3.	<p>Receptacles: Every bathroom shall have at least one receptacle. All bathroom outlets and kitchen outlets within 6' of a water source shall be protected by a ground fault circuit interrupter (applies to all properties constructed 1975-or newer or where electrical modification requires).</p>	<input type="checkbox"/>	<input type="checkbox"/>
16.4.	<p>*Receptacles: All receptacle outlets have the appropriate faceplate cover for the location.</p>	<input type="checkbox"/>	<input type="checkbox"/>
16.5.	<p>*Electrical Hazards: The electrical system is free of faulty electrical receptacles or switches, damaged or exposed wiring, improper wiring, or improper fusing.</p>	<input type="checkbox"/>	<input type="checkbox"/>
16.6.	<p>*Electrical Hazards: Flexible or extension cords are not used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.</p>	<input type="checkbox"/>	<input type="checkbox"/>
16.7.	<p>*Luminaires: Every public hallway, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room has not less than one operable electric luminaire.</p>	<input type="checkbox"/>	<input type="checkbox"/>
Comments or Corrective Actions:			
17. FIRE SAFETY- COMMON AREAS AND INDIVIDUAL UNITS			
		Pas s	Fail
17.1.	<p>*Fire Extinguishers: Where fire extinguishers are present, extinguishers must be accessible, properly mounted, and have a current service tag. Portable extinguisher is present in area(s) where flammable or combustible liquids are stored, used or dispensed.</p>	<input type="checkbox"/>	<input type="checkbox"/>
17.2.	<p>*Storage of Combustibles: All boiler rooms, mechanical rooms and electrical equipment rooms are free from the storage of combustible materials. Combustible materials are not stored in exits or enclosures for stairways or ramps.</p>	<input type="checkbox"/>	<input type="checkbox"/>
17.3.	<p>*Storage of Fueled Equipment: Fueled equipment is not stored, operated, or repaired within the building; except in rooms constructed for such use or where approved by the fire code official and the fuel capacity does not exceed 10 gallons and the building is equipped throughout with an automatic sprinkler system.</p>	<input type="checkbox"/>	<input type="checkbox"/>
17.4.	<p>*Storage of Fueled Equipment: Vehicles powered by flammable liquids, Class II combustible liquids or compressed flammable gases are not stored within the living space.</p>	<input type="checkbox"/>	<input type="checkbox"/>
17.5.	<p>*Storage in Buildings: Storage of materials is orderly, and stacks are stable. Storage of materials maintains a 2' clearance to the ceiling in nonsprinklered areas and not less than 18" below sprinkler head deflectors in sprinklered areas. Storage in plenums is not permitted.</p>	<input type="checkbox"/>	<input type="checkbox"/>
17.6.	<p>*Fire Alarm System: If the building is equipped with a fire alarm system, the annual service of the system has been performed within the last year by a qualified fire alarm company.</p>	<input type="checkbox"/>	<input type="checkbox"/>

17.7.	*Fire Sprinkler System: If the building is equipped with a fire sprinkler system, the annual service for the fire sprinkler system has been performed within the last year by a qualified sprinkler company. Sprinkler heads have not been removed, capped, or tampered with and are in good working order in accordance with the International Fire Code.	<input type="checkbox"/>	<input type="checkbox"/>
-------	--	--------------------------	--------------------------

Comments or Corrective Actions:

18. SWIMMING POOLS, SPAS AND HOT TUBS	<input type="checkbox"/> Not Applicable
--	---

		Pas s	Fail
--	--	----------	------

18.1.	General: Pools, spas, and hot tubs are maintained in a clean and sanitary condition, and in good repair.	<input type="checkbox"/>	<input type="checkbox"/>
-------	--	--------------------------	--------------------------

18.2.	*Enclosures: Pools, hot tubs, and spas containing more than 24" in depth are completely surrounded by a fence or barrier not less than 48" in height above the finished ground level measured on the side of the barrier away from the pool, hot tub or spa. Gates are self-closing and self-latching (gate shall positively close and latch when released from an open position of 6" from the gatepost). Where self-latching device is less than 54" above the bottom of the gate, the releasing mechanism shall be located on the pool side of the gate. Exception: Hot tub or spa with a safety cover that complies with ASTM F 1346.	<input type="checkbox"/>	<input type="checkbox"/>
-------	--	--------------------------	--------------------------

18.3.	Luminaires: Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.	<input type="checkbox"/>	<input type="checkbox"/>
-------	---	--------------------------	--------------------------

Comments or Corrective Actions:

19. ELEVATORS	<input type="checkbox"/> Not Applicable
----------------------	---

		Pas s	Fail
--	--	----------	------

19.1.	General: Elevator is maintained in compliance with ASME A17.1. The most current certificate of inspection of the elevator is displayed within the elevator, is available for public inspection in the office of the building operator or is posted in a publicly conspicuous location approved by the code official.	<input type="checkbox"/>	<input type="checkbox"/>
-------	--	--------------------------	--------------------------

19.2.	Operation & Maintenance: In buildings with more than one elevator, not less than one elevator is maintained in operation at all times the building is occupied. Buildings with only one elevator are permitted to have the elevator temporarily out of service for testing or servicing. In building with only one elevator, if it is being tested or serviced at the time of this inspection, check fail, note in comments, and require re-inspection.	<input type="checkbox"/>	<input type="checkbox"/>
-------	---	--------------------------	--------------------------

Comments or Corrective Actions:

Certificate of Inspection

<input type="checkbox"/> Pass	<input type="checkbox"/> Fail – Corrections Needed
-------------------------------	--

Uninhabitable

A structure/building shall be considered uninhabitable if it meets the following definition:
IBC [A] 116.1 Conditions. Structures or equipment that are or hereby become unsafe, insanitary or deficient because of inadequate light and ventilation, or that constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance.
 Note: A structure/building that is determined to be uninhabitable is required to be inspected by the City of Lakewood Building Department.

Certification of Inspection: By my signature, I certify that I have personally inspected this property and that this property does does not comply with the standards set forth in the City of Lakewood Rental Housing Safety Inspection Program as authorized by LMC 5.60. I also understand that knowingly submitting a falsified certificate of inspection is a gross misdemeanor punishable with a fine up to five thousand dollars (\$5,000). I hereby certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Submittal of Inspection: By my signature, I certify that I am authorized to submit the information provided in this checklist to the City of Lakewood in accordance with the City of Lakewood Rental Housing Safety Inspection Program as authorized by LMC 5.60. I understand this rental property must comply with all the provisions of the Rental Housing Safety Inspection Program and that I will be required to submit a certificate of inspection no later than once every five years for this property. I also understand that knowingly submitting a falsified certificate of inspection is a gross misdemeanor punishable with a fine up to five thousand dollars (\$5,000). I hereby certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Additionally, the City Of Lakewood may inspect rental properties to confirm compliance with this Certification and/or to follow up on code and building deficiencies as identified.

Inspector Signature : _____
Date & Place of Signature: _____

Owner Signature: _____
Date & Place of Signature: _____

Permit and Inspection May Be Required Note: Correction of failed inspection items involving electrical, plumbing, mechanical or structural systems and their components may require permit. Please verify with your utility provider for electrical and gas repairs and the City of Lakewood Building Department for mechanical, heating or structural repairs if a permit is necessary.

The City Of Lakewood reserves the right to inspect rental properties to confirm compliance with this Certification and/or to follow up on code and building deficiencies as identified.



TO: Mayor and City Councilmember

THROUGH: Doug Russell, City Manager *Doug Russell*

FROM: Heidi Ann Wachter, City Attorney

DATE: March 16, 2026

SUBJECT: Review of Resolution updating the City's Purchasing Policies

The City last amended its Purchasing Policies in 2017 via [Resolution 2017-15](#). The City should amend its current Purchasing Policies to reflect the following state mandates and to generally update references. Current Purchasing Policies refer to “small works roster” and RCW 39.04.155(3) which applied to small public works projects under \$50K. This statute was repealed, effective July 1, 2024, and is no longer an option for the City.

The City's options for awarding public contracts for projects under \$350K are:

- 1) Use a small works roster or 2) Use formal competitive bidding.

If the City chooses to use a small works roster, including direct contracting for projects under \$150K, the City must adopt policies and procedures via ordinance or resolution (RCW 39.04.151 and 153) that direct the use of:

- 1) State roster hosted by MRSC; or 2) A different roster hosted by the City or other authorized governments.

Use of direct contracting for projects under \$150K also requires the City to adopt a business utilization plan pursuant to RCW 39.04.152. The proposed amendments recommend that the City choose to use the state small works roster since the City has done so previously.

Utilize Apprentices in Public Works Projects – State Requirement.

The Washington state legislature enacted the Apprenticeship Training Program in RCW 39.04.320 (Apprenticeship Program). The Apprenticeship Program requires, as of July 1, 2024, that all public works contracts awarded by a municipality estimated to cost \$2,000,000.00 or more must require that no less than 15 percent of the labor hours be performed by apprentices.

The City may adjust the requirements of RCW 39.04.320 for a specific project for the following reasons: 1.) The demonstrated lack of availability of apprentices in specific geographic areas; 2.) A disproportionately high ratio of material costs to,

labor hours, which does not make feasible the required minimum levels of apprentice participation; 3.) Participating contractors have demonstrated a good faith effort to comply with the requirements of this section; or 4.) Other criteria the awarding entity deems appropriate, which are subject to review by the office of the governor or the municipality's legislative authority if the awarding entity is a municipality.

1. Thresholds. RCW 39.04.420(1)(a)(ii).
 - a. Present - \$2 Million. Apprentice utilization requirements currently apply to public works projects estimated to cost \$2 million or more.
 - b. July 2026 - \$1.5 Million. The \$2 million amount will be reduced to \$1.5 million beginning July 1, 2026.
 - c. July 2028 - \$1 Million. The \$1.5 million will be reduced to \$1 million beginning July 1, 2028.
2. City's Responsibilities.
 - a. Bid. Incorporate Apprentice Utilization Requirements into bid documents and contracts. Effective July 1, 2026, RCW 39.04.350 is amended to require that bidders subject to apprentice requirements under RCW 39.04.320 submit an apprentice utilization plan before the local government awarding agency issues a notice to proceed.
 - b. Review Contract. Review and approve Apprentice Utilization Plans submitted by bidders/contractors. The following must be included with all applicable contracts:
 - (i) A specific line item in the contract specifying that apprenticeship utilization goals should be met;
 - (ii) Monetary incentives for meeting the goals;
 - (iii) Monetary penalties for not meeting the goals.
 - c. Monitor. Monitor compliance. The City, via the Contractor, must provide to the department of labor and industries the following data for each project covered by this requirement:
 - (1) The name & number of each apprentice/apprentice registration number;
 - (2) The name of each project;
 - (3) The dollar value of each project;
 - (4) The date of the contractor's notice to proceed;
 - (5) The number of apprentices and labor hours worked by them, categorized by trade or craft;
 - (6) The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
 - (7) The number, type, and rationale for the exceptions granted under RCW 39.04.320(2).
 - d. Adjust. Review and adjust requirements as needed.
 - e. Incentivize and penalize. Assess incentives/penalties.

Proposed forms, from MRSC and WSDOT, to implement the state's apprentice utilization requirements have also been drafted so that contractors are aware of these requirements when bidding for projects.

Next Steps

This Resolution will come forward for City Council consideration at the meeting of Monday, March 2, 2026.

RESOLUTION NO. 2026-01

A RESOLUTION OF THE CITY OF LAKEWOOD, WASHINGTON UPDATING THE CITY'S PURCHASING POLICIES.

WHEREAS, the City of Lakewood is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, the City last updated its purchasing policies in Resolution 2017-15; and

WHEREAS, the purpose of the City's purchasing policies is to protect and advance the public interest by providing for the fair and equitable treatment of all persons involved in the purchasing process, by maximizing the purchasing value of public funds, by providing safeguards for maintaining a purchasing system of quality and integrity, and by following state law; and

WHEREAS, in 2023, with the adoption of Engrossed Substitute House Bill 1050, the Washington State Legislature modified and expanded apprenticeship utilization requirements to municipalities and established a decreasing contract amount over the next four (4) years that would require at least 15 percent of the labor hours be performed by apprentices from \$2,000,000 in 2024 to \$1,000,000 in 2028, which requires amendments to the City's purchasing policies for uniformity with state law; and

WHEREAS, in 2023, with the adoption of Second Substitute Senate Bill (SSSB) 5268, the Washington State Legislature enacted changes to increase both equity and efficiency in public works procurement, including streamlining the delivery of small public works projects, and setting forth requirements for utilization of small businesses and businesses owned by women and minorities and allowing for direct contracting with small business, which become effective July 1, 2024, and require amendments to the City's purchasing policies to ensure consistency with state law; and

WHEREAS, SSSB 5268, now codified in various sections of the RCW, including RCW Chapter 39.04, at RCW 39.04.151, permits the City to utilize a statewide small works roster developed by the Department of Commerce through the Municipal Research and Services Center as the City's small works roster; and

WHEREAS, since the City's purchasing policies were last amended in 2017, various amendments are necessary to provide greater clarity or consistency in these purchasing procedures or updates to reflect current practices and to allow for increases in certain purchasing authority based on inflation rates.

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

Section 1. Adoption of Purchasing Policies. The City's purchasing policies are hereby amended as set forth in **EXHIBIT A** to this Resolution.

Section 2. Small Works Roster. As provided in RCW 39.04.151, the City elects to utilize the statewide small works roster developed by the Washington State Department of Commerce through the Municipal Research and Services Center as the City of Lakewood's Small Works Roster.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to EXHIBIT A to this Resolution, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering and references.

Section 4. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any person or situation.

Section 5. Publication and Effective Date. A summary of this Resolution consisting of the title shall be published in the official newspaper. This Ordinance shall take effect five (5) days after its publication.

PASSED BY THE CITY COUNCIL this 6th day of April, 2026.

CITY OF LAKEWOOD

Paul Bocchi, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to form:

Heidi Ann Wachter, City Attorney

**EXHIBIT A
CITY OF LAKEWOOD
PURCHASING POLICIES**

GENERAL PROVISIONS

- Section 1. Purpose.
- Section 2. Application.
- Section 3. Definitions
- Section ~~43~~. Federal funds.
- Section ~~54~~. Grants.
- Section ~~65~~. Professional service contracts.
- Section ~~76~~. Responsibility for purchasing.
- Section ~~87~~. Authority to execute.
- Section ~~98~~. Routine expenses.
- Section ~~109~~. Recycling procurement policy.

COMPETITIVE BIDDING PROCESS

- Section ~~110~~. Bid limits.
- Section ~~121~~. Competitive bidding.
- Section ~~132~~. General standards for determining lowest responsible bidder.
- Section ~~143~~. Cancellation of requests for bids or requests for proposals.
- Section ~~154~~. Specifications.
- Section ~~165~~. City procurement records.
- Section ~~176~~. Unauthorized purchases.

EXCEPTIONS TO COMPETITIVE BIDDING REQUIREMENT

- Section ~~187~~. Cooperative purchasing.
- Section ~~198~~. Emergency procurement.
- Section ~~2019~~. Other exemptions.

MATERIALS, SUPPLIES AND EQUIPMENT

- Section ~~210~~. Small purchases.
- Section ~~224~~. Inspection and testing.
- Section ~~232~~. Purchases for special events.

PUBLIC WORKS OR IMPROVEMENTS

- ~~Section 23. Definition of public works.~~
- Section 24. Plans and specifications - Estimates - Publication - Emergencies.
- Section 25. Small works roster.
- Section 26. Alternative to Public Works Contracting.
- Section 27. Apprentice Utilization.
- Section 28. Bonds and bid security - ~~None collusion~~ No collusion affidavit
 - Insurance.
- Section ~~297~~. Administrative procedures.

GENERAL PROVISIONS

Section 1. Purpose.

The purpose of the City of Lakewood Purchasing Policies ("Policies") is to protect and advance the public interest by providing for the fair and equitable treatment of all persons involved in the purchasing process, by maximizing the purchasing value of public funds, by providing safeguards for maintaining a purchasing system of quality and integrity, and by following state law.

Section 2. Application.

These Policies apply to the award of contracts by the City for:

- (1) purchases of materials, supplies, and equipment;
- (2) public works and improvements;
- (3) maintenance; and
- (4) other goods and services.

These Policies do not apply to:

- (1) the reimbursement of business expenses incurred by employees;
- (2) purchase and/or lease of real estate;
- (3) lease agreements for materials, supplies and equipment unless the agreement is in excess of fifty thousand dollars (\$50,000); and
- (4) professional and non-professional service contracts as defined in Section 5.

or

joint venture, or any other entity authorized to do business in the State and in the city.

"Professional services" are services provided by consultants that provide highly specialized, generally one-time expertise to solve a problem or render professional opinions, judgments or recommendations. The labor and skill involved to perform these types of services are predominately mental or intellectual, rather than physical or manual. Examples include graphics design, advertising, analysis, financial expertise, accounting, artists, attorneys, bond brokers, computer consultants, insurance brokers, economists, planners, real estate services, etc. This term does not include architectural and engineering services.

"Public work," shall have the same meaning as set forth in RCW 39.04.010.

"Purchasing threshold" means the maximum dollar value of a contract or amendments above which requires city council approval.

"RCW" means the Revised Code of Washington. All references in this chapter to the RCW shall include any future amendments to the referenced statute.

"Request for proposals (RFP)" means a competitive solicitation issued by the city that considers such facts as qualifications, experience, quality of project teams, costs, and/or proposed technical solutions.

"Request for qualifications (RFQ)" means a process that requests interested persons to respond with a description of their experience and their qualifications. Persons are evaluated upon their qualifications, expertise, and references. Cost cannot be a consideration until after a person has been selected at which point the price may be negotiated.

"Small business" shall have the same meaning as set forth in RCW 39.04.010(7).

"Small works roster" means the statewide small works roster developed by the Washington State Department of Commerce through MRSC in accordance with RCW 39.04.151(2); the city may follow the small works roster process for construction of a public work or improvement as an alternative to formal competitive bid requirements.

"Unit priced contract" means a competitively bid contract in which public works are anticipated on a recurring basis to meet the needs of the city under which the contractor agrees to a fixed period indefinite quantity delivery or work at a defined unit price for each category of work as set forth in RCW 39.04.235, as amended.

"WAC" means the Washington Administrative Code. All references in this chapter to the WAC shall include any future amendments to the referenced code provision.

Section 43. Federal Funds.

When a purchase involves the expenditure of federal funds, purchasing shall be conducted in accordance with any applicable federal law or regulation.

Section 54. Grants.

Nothing in this chapter shall prevent the City from complying with the terms and conditions of any grant, gift or bequest which is otherwise consistent with law.

Section 65. Professional service contracts.

- A. General. Professional services, including but not limited to contracts for architectural, engineering, legal and consulting services, are not subject to the requirements of these Purchasing Policies. Contracts for architectural and engineering services shall be awarded in accordance with Chapter 39.80 RCW. For purposes of this section, "professional services" are those services involving labor, skill, education and special knowledge and where the labor and skill involved is predominately mental or intellectual, rather than physical or manual.
- B. Publication. At least once a year, on behalf of the City, Municipal Research and Services Center of Washington ("MRSC") shall publish in a newspaper of general circulation within the City a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records.

- C. Professional Architectural and Engineering Services. The MRSC Rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City departments.

Section 76. Responsibility for purchasing.

- A. General. The City Manager or designee shall be responsible for all City purchasing under these Policies except where otherwise provided. The ~~Assistant Deputy~~ City Manager/Administrative Services or designee shall administer these Policies.
- B. Duties. In accordance with the Purchasing Policies, the ~~Assistant—Deputy~~ City Manager/Administrative Services or designee shall:
 1. Purchase or supervise the purchase of all materials, supplies, equipment and nonprofessional services and award of all public works and improvement contracts by the City;
 2. Sell, trade or otherwise dispose of surplus personal property belonging to the City. The City Manager shall be responsible for the disposal of real property;
 3. Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with City departments using the items purchased;
 4. Propose operational procedures consistent with these Policies relating to the execution of his or her duties. Such procedures shall be followed by all City departments. These operational procedures are subject to prior approval of the City Manager; and
 5. Determine liability and property damage insurance requirements, including but not limited to coverage requirements, limits of liability, necessary endorsements and other matters relating to insurance, for any contract entered into by the City under these Policies.

Section 87. Authority to execute.

Every contract under these Policies where the annual cost to the City for such contracts is:

- A. Fifty thousand dollars (\$50,000) or less including addenda, the City Manager or designee is authorized to sign such contracts on behalf of the City;
- B. More than fifty thousand dollars (\$50,000), approval of the City Council is required for such contracts.

Section 98. Routine expenses.

Routine expenses such as utilities charges, claims and judgments, witness fees, governmental taxes and governmental fees for licenses and permits may be acquired, ordered or paid in the best interests of the City within budget appropriations or other City Council authorization ~~therefortherefore~~.

Section 109. Recycling procurement policy.

- A. Intent. In accordance with RCW 35A.40.210, 35.22.620(10) and 39.30.040 including all future amendments, additions and deletion, the City of Lakewood finds it desirable to adopt a procurement policy promoting the use of recycled products and recyclable products by the City of Lakewood departments, thereby stimulating the demand for these products and helping to develop markets for materials that have been diverted from the solid waste stream.
- B. Use of recycled Materials. All City of Lakewood departments shall use recycled products and recyclable products whenever practicable and reasonable.

COMPETITIVE BIDDING PROCESS

Section 110. Bid Limits.

The competitive bidding process outlined in Section ~~1220~~ is required whenever the estimated cost of a tangible personal property (materials, supplies and equipment not in connection with public works projects) is between \$9,999 and \$25,000.

The competitive bidding process outlined in Section ~~1211~~ is required whenever the estimated cost of a tangible personal property (materials, supplies and equipment not in connection with public works projects) is greater than \$25,000.

The competitive bidding process outlined in Section ~~1211~~ is required whenever the estimated cost of a purchase of materials, supplies and equipment, or a contract for public work or improvement (including the cost of materials, supplies, equipment and labor), will exceed the sums as set forth in RCW 35A.40.210 and 35.22.620(3) including all future amendments, additions and deletions.

Whenever the estimated cost of the public work or improvement is less than the bid limit as stated above a contract for the public work or improvement may be awarded in the manner authorized by Section ~~12~~ ~~2521~~ (small works roster). The public work or improvement may be performed by City employees within the limits and to the extent authorized by state law.

Section 121. Competitive bidding.

- A. General. Any purchase of material, supplies, and equipment, or any contract for public works or improvements where the cost thereof exceeds the bid limit in Section ~~10-11~~ shall be by competitive bidding in accordance with RCW 35A.40.210 and 35.22.620(6) including all future amendments, additions and deletions, except for purchases and contracts made pursuant to Sections ~~xx18~~ ~~17~~ (cooperative purchasing), ~~xx19~~ ~~18~~ (emergency) and ~~xx20~~ ~~C19~~ (sole source).

- ~~B. Request for Bids~~. Request for bids issued which shall include the specifications and the contractual terms and conditions applicable to the procurement. The request for bid may be changed or amended by the City provided the change is issued in writing at least three (3) business days prior to the bid opening date. Such changes will be furnished to all interested vendors in the form of an addendum. Any material information provided to a prospective bidder with regard to a request for bid shall be furnished to all bidders on the vendor list receiving a copy of the original request for bid. Oral interpretations of contract terms and conditions shall not be binding on the City unless confirmed in writing by the City and provided to all bidders at least three (3) business days before bid opening. The City will not be responsible for oral interpretation not confirmed

Commented [EM1]: Assumes adoption of small works roster.

~~interpretations not confirmed~~ in writing by the City giving the interpretation at least twenty-four (24) hours before bid opening.

~~C.B.~~ Public Notice. Public notice of the request for bids shall be given not less than fourteen (14) calendar days prior to the date set forth therein for the opening of bids unless another timeline is deemed necessary by the City Manager or designee. Such notice shall be published, at least once in a newspaper of general circulation. The public notice shall state the date and time of bid opening. Bids not received by the date and time stated for bid opening will not be accepted or considered.

~~D.C.~~ Bid Opening. Sealed bids shall be received by the City Clerk or designee, at any time within regular business hours and shall be identified as bids on the envelope. Bids shall be date and time stamped when received by the City. Bids shall be opened in public by the City Clerk or designee at the time and place stated in the request for bids. The amount of each bid, and such other relevant information as the City Manager or designee deems appropriate, together with the name of each bidder, shall be announced and recorded. The record and each bid shall be open to public inspection. The City Clerk or designee shall tabulate the bids and submit them to the concerned department, which will make appropriate recommendations to the City Manager. Bids which are received, but which do not identify the request to bid or the time for bid opening may be opened, but solely for identification purposes. All late bids or late withdrawal request will be date and time recorded.

~~E.D.~~ Bid Evaluation. Bids shall be evaluated based on the specifications and other relevant evaluation criteria set forth in the bid specifications. The evaluation criteria shall be objectively measurable whenever possible, and may include such factors as discounts, transportation costs, and total or life cycle costs, inspection or testing which has been done of the product bid, quality, workmanship, delivery time, and suitability for a particular purpose.

~~E.E.~~ Bid Irregularities. Except where otherwise provided in these Policies, bids containing irregularities may be accepted by the City for consideration. Any action concerning the bid(s) containing irregularities shall be at the discretion of the City Manager and/or City ~~Council~~ Council in accordance with the provisions of law. The call for bids for all bids shall state the reserved right of the City to reject any and all bids and to waive irregularities in any provided that no bidder shall be permitted to gain unfair advantage over other bidders by action of the City Council pertaining to this section.

~~G.F.~~ Correction or withdrawal of errors: Cancellation of Awards. Correction or withdrawal of inadvertent errors in bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted by the City to the extent allowed by law.

- (1) Mistakes discovered before bid opening may be corrected by bidder withdrawing the original bid and submitting a corrected bid to the City before the bid opening. If there is not sufficient time prior to bid opening to withdraw the original bid and submit a corrected bid, the bidder, or an authorized representative, may correct the mistake on the face of the original bid; provided the official opening time has not yet been reached. A corrected bid must be stamped upon resubmission.
- (2) Mistakes discovered during or after bid opening may not be corrected. If the bidder submits evidence in writing satisfactory to the City Manager and City Attorney that a mistake has been made by the bidder in the calculation of its bid, the City Manager may

allow the bid to be withdrawn; provided, that the claim of mistake and the evidence in support thereof must be made and provided within 3 business days after the bid has been opened. Compliance with this section within the specified time limit shall relieve the bidder of forfeiture of its bid bond if the City Manager and City Attorney approve the bid withdrawal.

~~H.G.~~ H.G. Award or rejection of bids. The recommended bids over fifty thousand dollars (\$50,000) shall be submitted to the City Council by the City Manager. The City Council may award the bid to the lowest responsive, responsible bidder in accordance with Section ~~xx1342~~, or may reject all bids in its sole discretion. The contract shall be considered and/or awarded to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the request for bids.

~~H.H.~~ H.H. Recalling for bids. The City Council may reject any or all bids and/or call for further bids. If no responsive, responsible bid is received on the first call, the City may readvertise and make a second ~~call, or call or~~ may enter into a contract without any further call.

Section 132. General standards for determining lowest responsible bidder.

In accordance with RCW 39.04.350 including all future amendments, additions and deletions to determine the lowest responsive, responsible bidder, in addition to price, the following may be considered:

- A. The ability, capacity and skill of the bidder to perform the contract;
- B. Whether the bidder can perform the contract promptly, or within the time specified, without delay or interference;
- C. The reputation, experience and efficiency of the bidder;
- D. The quality of performance of previous contracts by the bidder;
- E. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services;
- F. The sufficiency of the financial resources and ability of the bidder to perform the contract;
- G. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- H. The number and scope of conditions attached to the bid.

Section 143. Cancellation of requests for bids or requests for proposals.

In accordance with processes set forth in RCW 39.26.160 including all future amendments, additions and deletions, a request for bids may be canceled at the discretion of the City Manager or Designee. The reasons therefor shall be made part of the contract file. Each request for bids issued by the City shall state that the request may be canceled. Notice of cancellation shall be sent to all parties that have been provided with a copy of the request. The notice shall identify the request for bids and state briefly the reasons for cancellation.

Section 154. Specifications.

- A. Maximum Practicable Competition. All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage maximum free and open competition in satisfying the City's needs. The policy enunciated in this section applies to all specifications including but not limited to those prepared for the City by architects, engineers, designers, and drafters.
- B. "Brand Name or Equivalent" Specification. Brand name or equivalent specifications may be used when the City Manager or designee determines that use of a brand name or equivalent specification is in the City's best interest.
- C. Brand Name Specification. Because use of a brand name specification is often restrictive of competition, it may be used only when the City Manager or designee makes a written determination that only the identified brand name item or items will satisfy the City's needs.
- D. Experience Clause Restrictions. Experience clauses requiring prospective bidders to have a record of satisfactory operation or performance may only be used if such requirements have been adequately justified in writing and approved by the City Manager or designee.

Section 165. City procurement records.

- A. Procurement File. All determinations and other written records pertaining to the request to bid, award, or performance of a contract shall be maintained for the City in a contract file by the City Department.
- B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with state law and city ordinances, regulations and guidelines. If a contract is being funded in whole or in part by assistance from a federal agency, then all procurement records pertaining to that contract shall be maintained in accordance with any applicable requirements of federal law.

Section 176. Unauthorized purchases.

Any purchase or contract made contrary to the provisions hereof and except as authorized by the City's operational procedures shall not be approved by any city officer and the City shall not be bound thereby, except as may be required or provided by law.

EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS

Section 187. Cooperative purchasing.

The City Manager or designee is authorized to recommend to the City Council that it join in cooperative purchasing arrangements with other public agencies similarly authorized. Any cooperative purchasing agreement shall comply with RCW 39.34.030(3) ~~including~~ including all future amendments, addition and deletions and set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties. Any cooperative purchasing agreement shall be governed by the requirements of state law in regard to competitive bidding when applicable. In addition, City Manager or designee may utilize existing contracts or proposed solicitations of other local, state, or federal agencies to procure

materials, supplies, and equipment for the City consistent with legal requirements if such methods of procurement would foster economy and efficiency.

Section 198. Emergency procurement.

Notwithstanding any other provisions of these Policies, the City Manager or designee may, in accordance with RCW 35A.40.210, 35.22.620(6), and 39.04.280 including all future amendments, additions and deletions, make or authorize others to make emergency procurement of materials, supplies, equipment, or construct public works projects without complying with the competitive requirements of these Purchasing Policies when there exists a threat to public health, welfare, or safety or where the City may suffer a substantial monetary loss by reason of the time required to follow regular purchasing procedures; provided, that such emergency procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the procurement file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract, which shall be reported to the City Council.

Section 2019. Other exemptions.

- A. The City Manager or designee is authorized to make open market purchases without obtaining competitive bids or quotations therefor in accordance with RCW 35A.40.210, 35.22.620(6), and 39.04.280 including all future amendments, additions and deletions under the following conditions:
 1. Items of Special Design. When an item required is of special design, shape or manufacture to match or fit in with an existing installation and competitive bidding is impracticable;
 2. Surplus or Distress Sales. When it is possible to procure obvious bargains in surplus or distress material, supplies or equipment;
 3. Items for Quick Delivery. When the obtaining of competitive bids or quotations will cause delay resulting in an appreciable loss to the City.
- B. Small Items Not Stocked, Blanket Purchase Orders. The ~~Assistant—Deputy~~ City Manager/Administrative Services or designee is authorized to establish blanket purchase orders with local vendors for the purchase of items which are not stocked by the departments of the City and are available at usual market prices. Such local vendors shall be selected based on best overall price policies, breadth and depth of stocks and delivery service.
- C. Sole Source Procurement. A contract for the purchase of materials, supplies or equipment may be awarded without complying with the bidding requirements of this chapter when the City Manager or designee determines in writing, after conducting a good faith review of available sources, that there is only one source for the required materials, supplies or equipment. A record of sole source procurement shall be maintained that lists each contractor's name, the amount and type of each contract, and a listing of the items(s) procured under each contract.
- D. Electronic Data Processing & Telecommunications Systems. The purchase of electronic data processing and telecommunications systems is called out specifically in RCW 39.04.270. In that section, cities are authorized to use a "competitive negotiation" process as an alternative to the competitive bid process or other allowable processes when purchasing telecommunications and

data processing (computer) equipment or software because of the unique aspects. This alternative process requires a request for proposals (RFP) that identifies significant evaluation factors, including price, and their relative importance and provides reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and the selection process for awarding the contract.

MATERIALS, SUPPLIES AND EQUIPMENT

Section 210. Small purchases.

- A. General. Any purchase of materials, supplies or equipment not exceeding the bid limit specified in Section 10 shall be considered a "small purchase" and shall be made in accordance with RCW 39.04.190 including all future amendments, additions or deletions. The City Manager or designee shall adopt purchase procedures whereby the requirements of Section 11 shall not apply. Insofar as it is practical, three businesses shall be solicited to submit quotations. The ~~Assistant-Deputy~~ City Manager/Administrative Services or designee shall keep a record of all small purchases and quotations submitted in competition thereon and such records shall be open for public inspection during regular office hours. The City Manager or designee shall consider and/or award the purchase order on small purchases to such vendor as the City Manager or designee determines to have submitted the lowest responsive, responsible quotation, in accordance with the provisions of this chapter.
- B. Filing of statements on awards to other than vendor submitting lowest quotation. When the award for a small purchase is not given to the vendor submitting the lowest quotation, a statement of the reasons for placing the order elsewhere shall be prepared and filed with the other papers relating to the transaction.
- C. Rejection of quotations. The City Manager or designee shall have the authority to reject all quotations or parts thereof, with regard to a small purchase of any materials, supplies, or equipment when he/she determines the public interest will be served thereby, and upon consultation with the appropriate department director. The rejection of such quotations shall include the reason therefor in the records of the transaction.

Section 224. Inspection and testing.

The City Manager or designee shall inspect or supervise the inspection of all deliveries materials, supplies, or equipment to determine their conformance with the specifications set forth in the request to bid.

- A. Inspection by Using Department. The City Manager or designee may authorize a using department having the staff and facilities for adequate inspection to inspect all deliveries made to such using departments, under operational procedures.
- B. Tests. The City Manager or designee may require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. In the performance of such tests, he/she shall have the authority to make use of laboratory facilities of any outside laboratory.

Section 232. Purchases for special events.

The City Manager may promulgate procedures to govern the purchase of supplies, such as food, beverages, decorations and awards, for public events and employee activities, including employee of the year recognition, volunteer recognition and ceremonial openings of public facilities.

PUBLIC WORKS OR IMPROVEMENTS

~~Section 23. Definition of public works.~~

~~RCW 39.04.010 including all future amendments, additions and deletions is incorporated by reference.~~

Section 24. Plans and specifications - Estimates-Publication - Emergencies.

Plans and/or specifications, and an estimate of the cost of such work must be filed with the City Manager or designee when a public work or improvement is necessary. The City Manager or designee shall approve the plans, specifications and estimates of cost and the original draft or a certified copy filed with the City Clerk or designee before further action is taken.

If it is determined that it is necessary or advisable to execute such public work or improvement by any means, e.g., force account, or method other than by contract, and it appears that the estimated probable cost of executing the work will exceed the amount as set forth in RCW 39.04.020 including all future amendments, additions and deletions, then, at least fifteen days before the work is begun, the City Clerk or designee shall cause such estimate, together with a description of the work, to be published at least once in a newspaper of general circulation within the City; except that when any emergency requires the immediate execution of such public work or improvement, upon finding of the existence of an emergency by the authority having power to direct such public work or improvement to be done, duly entered of record, publication of description and estimate may be made within seven days after the commencement of the work.

Section 25. Small works roster.

Small Works Roster. As authorized by RCW 39.04.151 through RCW 39.04.152, the city establishes a small works roster process for awarding public works contracts with an estimated dollar threshold as set forth in RCW 39.04.152.

1. Statewide Small Works Roster. For the purpose of this small works roster process, the city shall utilize the statewide small works roster developed by the Washington State Department of Commerce and MRSC as its small works roster. The small works roster shall comply with the requirements set forth in RCW 39 .04.151 (1-)(a)(f) without the need for public advertisement of bid requests.

Formatted: Indent: Left: 0.5"

2. Annual notification. At least once a year, the city shall publish in a newspaper of general circulation within the city and provide to the Washington State Office of Minority and Women's Business Enterprises directory of certified firms, the notice of the existence of its small works roster. The notice shall include a solicitation to contractors for inclusion in such roster.

3. Process- Invitations to bid.

a. Invitation to bid. To ensure that a competitive price is established and to award a contract

Formatted: Indent: Left: 1"

to the lowest responsible bidder, the city shall invite bids electronically from all registered contractors on the appropriate small works roster; or

b. Direct contract negotiation. To increase the utilization of small businesses, when the cost is below the threshold established in 39.04.152(4)(b), the city may invite direct contract negotiations from small businesses on the appropriate small works roster as follows:

i. If there are six or more appropriate contractors meeting the definition of small business on the applicable roster, the city must direct contract with one of those small businesses. When using direct contracting methods, the city must rotate through the appropriate contractors on the applicable small works roster and must utilize different contractors on different projects.

ii. If there are five or less appropriate contractors meeting the definition of small business on the applicable roster, the city may direct contract with any contractors on the applicable roster.

iii. When using the direct contract method, the city representative must notify the small, minority, women, or veteran-owned businesses on the applicable roster.

iv. City staff shall establish a small, minority, women, and veteran-owned business utilization plan.

v. The City may not favor certain contractors on the appropriate small works roster by repeatedly awarding contracts without documented attempts to direct contract with other contractors on the appropriate small works roster.

c. After an award is made, the bids obtained shall be recorded, publicly available, and available upon request.

d. At least once every year, the city shall publish a list of the contracts awarded under the small works roster process. The list shall also include the contractors contacted for direct negotiation under this process. The list shall contain, at a minimum, the information required by RCW 39.04.200

4. Cancellation of Invitations. Each invitation for bid or direct contract negotiation issued by the city shall state that the invitation may be canceled at the discretion of the director. The reason(s) for cancellation shall be made part of the project file. Notice of cancellation shall be sent to all contractors on the applicable roster or to the contractor invited to directly negotiate a contract and state briefly the reasons for cancellation.

Section 26. Alternative Public Works Contracting.

As an alternative to bidding for public works projects as provided in this chapter, under certain circumstances, the city may use alternative public works contracting procedures to award projects as authorized by Chapter 39.10 RCW. The city shall not utilize these procedures unless doing so best serves the public interest.

Section 27. Apprenticeship Utilization.

1. All contracts meeting the threshold requirements defined in RCW 39.04.320 shall require that no less than 15 percent of the labor hours performed by workers subject to prevailing wages employed by the

contractor or its subcontractors be performed by apprentices enrolled in an apprenticeship training program approved or recognized by the Washington State Apprenticeship and Training Council. Staff shall monitor apprenticeship utilization hours throughout the contract and report final apprenticeship utilization by final project acceptance using the Department of Labor and Industries Prevailing Wage Intents and Affidavits System.

Staff shall develop a contract specification for apprenticeship utilization goals to be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals.

a. The public works director may adjust the requirements for apprentices in bid documents or reduce the apprenticeship hours during the contract if:

i. The apprenticeship requirement conflicts with state or federal funding conditions, or the conditions of any other grant or funding program;

ii. An insufficient number of apprentices are available in the geographic region to meet the contract requirements; or

iii. The project involves a disproportionately high ratio of material costs to labor hours; or

iv. The contractor has demonstrated a good faith effort to comply with the requirements; or

v. Other criteria the City deems appropriate as defined in the contract specification.

As an alternative to general competitive bidding requirements set out in Section 11, the following small works roster procedures are established for use by the City pursuant to RCW 39.04.155 including all future amendments, additions and deletions.

A. ~~Cost.~~ The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000), which includes the costs of labor, material, equipment and sales and/or use taxes as applicable. Instead, the City may use the Small Public Works Roster procedures for public works projects as set forth within this Section. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

B. ~~Publication.~~ At least once a year, on behalf of the City, Municipal Research and Services Center of Washington ("MRSC") shall publish in a newspaper of general circulation within the City a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that

~~they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.~~

~~C. Telephone or Written Quotations. The City shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350(2).~~

~~(1) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.~~

~~(2) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.~~

~~If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:~~

~~(a) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;~~

~~(b) mailing a notice to these contractors; or~~

~~(c) sending a notice to these contractors by facsimile or email.~~

~~(3) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;~~

~~(4) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.~~

~~D. Limited Public Works Process. If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000), the City may award such a contract using the limited public works process provided under RCW 39.04.155 (3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.~~

~~For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.~~

~~The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.~~

~~E. Determining Lowest Responsible Bidder. The City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City Council may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by RCW 39.04.350 and who meets any supplementary bidder responsibility criteria established by the City.~~

~~F. Award. All of the telephone bids or quotations shall be collected and presented at the same time to the City Council for consideration, determination of the lowest responsible bidder, and award of the contract.~~

Section 286. Bonds and bid security-~~Noncollusion~~No collusion affidavit-Insurance.

- A. Requirement for Bid Security. Bid security shall be required for all competitive bidding for public work or improvement contracts in accordance with RCW 39.08.010 and 39.08.030 including all future amendments, additions and deletions. Bid security shall be of a type and in a form established by the City Manager or designee and approved by the city attorney or designee, which may include a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, cashier's or certified check and shall be included in the bid package. Bid security shall be required on bids for materials, supplies and equipment only if determined necessary by the City Manager or designee.
- B. Amount of Bid Security. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid or in another amount as determined by the ~~Assistant-Deputy~~ City Manager/Administrative Services.
- C. Rejection of Bids for Noncompliance with Bid Security Requirements. When the request for bid requires submittal of bid security, noncompliance will result in rejection of the bid.
- D. Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 11(G), the bidder's bid security shall be returned.
- E. Contract Performance and Payment Bonds. When required - Amounts. When a public works or improvement contract is awarded as a result of a call for bids under Section 11(H) of these Purchasing Policies, the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of this contract:

(1) A performance bond satisfactory to the City Attorney or designee, executed by a surety company authorized to do business in this state or otherwise secured in manner satisfactory to the City for an amount equal to one hundred percent of the price specified in the contract.

(2) A payment bond satisfactory to the City Attorney or designee, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one hundred percent of the price specified in the contract.

F. Authority to Require Additional Bonds. Nothing in this section shall be construed to limit the authority of the City to require a performance bond or other security in addition to the bonds specified herein.

G. ~~Noneollusion~~No collusion Affidavit. As part of any bid submitted, the bidder shall be required to warrant that the bid is a genuine bid and that he or she has not entered into collusion with any other bidder or any other person by submitting with his or her bid an executed and notarized ~~noneollusion~~no collusion affidavit on a form approved by the City Attorney.

H. Insurance. Contracts for public works and improvements shall contain such requirements for the provision of insurance by the contractor as are determined by the Assistant-Deputy City Manager/Administrative Services or designee.

Section 297. Administrative procedures.

The City Manager may promulgate procedures for the purpose of administering public works improvement contracts. Such procedures may define the levels of authority pertaining to review and approval of contract change orders.