



City of Lacey, Washington City Council Regular Meeting Agenda

Refer to bottom of the agenda for instructions on attendance and public comment.

Thursday, May 18, 2023

6:00 PM

Council Chambers and Online

Call to Order

1. Pledge of Allegiance

2. Approval of Agenda and Consent Agenda Items:

Items listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. Council Worksession minutes of April 27, 2023

B. Council minutes of May 4, 2023

C. A motion to approve payment of claims, wages, and transfers for April 11, 2023, through May 8, 2023.

3. Public Recognitions and Presentations:

A. Lacey Youth Council Report

Youth Council Representatives

4. Public Comment:

Refer to the bottom of the agenda for instructions on how to provide public comment.

5. Public Hearing:

6. Proclamations:

7. Referral from Planning Commission:

- A. **Ordinance No. 1637 - Capital Facilities Plan Interim Amendments for Police Facility***

Ryan Andrews, Planning Manager

8. Referral from Hearings Examiner:

9. Resolutions:

- A. **Ziply Franchise Agreement
Resolution No. 1130 - Ziply Fiber Pacific LLC Telecommunications Franchise Agreement**

Shannon Kelley-Fong, Assistant City Manager

- B. **Ziply Franchise Agreement
Resolution No. 1131 - Ziply Wireless LLC Telecommunications Franchise Agreement**

Shannon Kelley-Fong, Assistant City Manager

10. Ordinances:

- A. **Ordinance No. 1637 - Capital Facilities Plan Interim Amendment for Police Facility**

*Item for consideration under Referral from Planning Commission (7.A.)

11. Mayor's Report:

- A. **Reappointment of Councilmember Steadman to LEOFF I Disability Board**
Mayor Ryder
- B. **Reappointment of Councilmember Greenstein to LEOFF I Disability Board**
Mayor Ryder

12. City Manager's Report:

- A. **South Sound Military and Communities Partnership Memorandum of Agreement**

Shannon Kelley-Fong, Assistant City Manager

- B. **2023 Community Development Block Grant Program Funding**

Shannon Kelley-Fong, Assistant City Manager

13. Standing General Committees:

- A. Utilities Committee 05.01.2023
- B. Transportation Committee 05.02.2023

14. Other Business:

15. Boards, Commissions and Committee Reports:



- A. Mayor Andy Ryder:
 - 1. Mayors' Forum
 - 2. Thurston Chamber Shared Legislative Committee
 - 3. Transportation Policy Board (TPB)
- B. Deputy Mayor Malcolm Miller:
 - 1. Economic Development Council (CDC)
 - 2. Lodging Tax Advisory Committee (LTAC)
 - 3. Thurston County Coalition Against Trafficking (TCCAT)
 - 4. Thurston Thrives
- C. Councilmember Carolyn Cox:
 - 1. Climate Action Steering Committee
 - 2. LOTT Clean Water Alliance
 - 3. Regional Housing Council
- D. Councilmember Lenny Greenstein:
 - 1. Emergency Medical Services (EMS)
 - 2. TCOMM911
- E. Councilmember Michael Steadman:
 - 1. Community Action Council
 - 2. Nisqually River Council
 - 3. Thurston County Law & Justice Council
- F. Councilmember Ed Kunkel:
 - 1. Joint Animal Services Commission (JASCOM)
 - 2. Lacey South Sound Chamber
 - 3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)
 - 4. Solid Waste Advisory Committee (SWAC)
- G. Councilmember Robin Vazquez:
 - 1. Intercity Transit Authority
 - 2. Olympic Region Clean Air Agency (ORCAA)
 - 3. Thurston Regional Planning Council (TRPC)
 - 4. Thurston County Board of Health

16. Adjourn

Attendance and Public Comment



Attend Remote or In Person

The public may attend the meeting in person, or you may view or listen to the meeting using one of the following platforms:

- In Person: Council Chambers at Lacey City Hall, 420 College Street SE, Lacey, WA 98503
- Via Zoom: https://us02web.zoom.us/webinar/register/WN_J2teFDLISp2EM65awb7iaw
- City Website: <https://cityoflacey.org/upcoming-meetings/>
- Facebook: <https://www.facebook.com/cityoflacey>
- YouTube: <https://youtu.be/YtSPxo37BJw>
- Cable: Channel 3 with your local cable provider
- By Phone: (888) 788-0099 or (877) 853-5247 (Webinar ID 879 7007 0310)

Verbal Public Comment

Those wishing to provide verbal public comment may do so in-person or by Zoom:

- In-Person: Use the sign-up sheet located in the Council Chambers.
- Via Zoom: Preregister using the following Zoom link no later than two hours prior to the meeting:
https://us02web.zoom.us/webinar/register/WN_J2teFDLISp2EM65awb7iaw
Instructions and access details will be provided once registration is complete.

Written Public Comment

Public comments may also be submitted by email to publiccomment@ci.lacey.wa.us.
The commenting period will close two hours before meeting time.
Written comments will be provided to the City Council electronically prior to the meeting.
Comments will not be addressed during the Council meeting; however, comments received will be added to the official record.



MINUTES OF THE LACEY CITY COUNCIL WORKSESSION

THURSDAY, APRIL 27, 2023

6:00 P.M. – 7:59 P.M.

REMOTE AND IN-PERSON

To hear the full discussion of a specific topic, or the complete meeting, watch the recorded meeting available on YouTube:

<https://www.youtube.com/watch?v=IOCHwa4fVgc>

COUNCIL PRESENT: DEPUTY MAYOR MILLER, COUNCILMEMBERS COX (REMOTE), GREENSTEIN, STEADMAN (REMOTE), KUNKEL, AND VAZQUEZ

COUNCIL EXCUSED: MAYOR RYDER

STAFF PRESENT: R. WALK, R. ALMADA, S. KELLEY-FONG, T. WOO, R. HOLLIS, A. SMITH, J. SWIDECKI, E. FONTAINE

ACTION: APPROVE WORKSESSION AGENDA

MOTION: MOTION MADE, SECONDED, AND CARRIED BY COUNCILMEMBERS GREENSTEIN AND VAZQUEZ

2023 COMMUNITY DEVELOPMENT BLOCK GRANT PRESENTATIONS

STAFF: SHANNON KELLEY-FONG, ASSISTANT CITY MANAGER

ACTION: INFORMATION ONLY

Shannon Kelley-Fong, Assistant City Manager, presented on the 2023 Community Development Block Grant proposals.

The Thurston County CDBG Urban County Consortium (“TC CDBG Consortium”) received a total of \$1,206,086 in CDBG funding for 2023. After accounting for Thurston County program administration costs (20%, \$241,217), there remains a total of \$1,054,198 in CDBG funding available for the City to allocate. This total includes \$89,328 in remaining administrative costs for FY 2021. Of this total, the maximum amount that can be allocated to public services is \$180,913, and the minimum that can be allocated to capital projects is \$873,285.

The City received a total of twelve (12) proposals totaling \$2,162,993. Six (6) of the applications were for Public Services with requests totaling \$507,195. The remaining six (6) applications were for Capital Projects with requests totaling \$1,571,798.

At the January 12, 2023, Worksession, the City Council established the following 2023 CDBG funding priorities:

Public Services:

- Attempt to allocate the maximum of 15%
- Fund organizations in or serving Lacey residents

Prioritize Projects Focused On:

- Affordable Housing
- Social Services
- Public Facilities and Infrastructure

During the April 13, 2023, Worksession, Council directed staff to move forward with funding the following public services in full:

Boys and Girls Clubs of Thurston County - Lacey Club Scholarships
Requested Amount: \$50,000

Catholic Community Services SW - The Community Kitchen
Requested Amount: \$11,355

Communication Action Council of Lewis, Mason, and Thurston Counties -
Monarch Children's Justice and Advocacy Center
Requested Amount: \$60,000

Senior Services for South Sound - Home Share Program
Requested Amount: \$21,000

Council supported the remaining \$38,588 be allocated to capital projects. Council directed staff to invite the capital project applicants to present additional background and information on their funding requests. Representatives for the following organizations provided additional information to Council regarding their proposals:

- Options for Supported Housing
- Homes First
- Low Income Housing Institute (LIHI)
- Rebuilding Together Thurston County
- South Puget Sound Habitat for Humanity

Staff advised this item will return to Council in May 2023 to determine funding recommendations and next steps.

FUTURE POLICE STATION UPDATE

PRESENTERS: ROBERT ALMADA, CHIEF OF POLICE
ROBERT HOLLIS, DEPUTY CHIEF OF POLICE
ASHLEY SMITH, DESIGN AND CONSTRUCTION MANAGER
JOHN SWIDECKI, CAPITAL PROJECTS ENGINEER
BRYAN BELEY, KMB ARCHITECTS
ACTION: INFORMATION ONLY

Staff and consultants with KMB Architects provided an overview of the 60% Design for the Lacey Future Police Station. The presentation covered the following topics in detail:

- Existing and Future Site
- Site Plan
- Floor Plans (Lower and Upper Levels)
- Exterior Concept Visualizations
- Construction Cost Estimate
- Cost Escalation
- Updated Project Schedule

The Cost Escalation and Updated Project Schedule were highlighted further, leading into the next scheduled agenda topic on funding.

FUNDING STRATEGY

STAFF: RICK WALK, INTERIM CITY MANAGER
TROY WOO, FINANCE DIRECTOR
ACTION: INFORMATION ONLY

Troy Woo, Finance Director, provided an overview of the funding strategy regarding the future Lacey Police Station.

The presentation outlined the following:

- Evolving Police Station Funding Strategies
- Proposed Police Station Strategy
- General Fund Preliminary 2022 Year-End Savings
- Other Commitments and Priorities

Staff reviewed in detail the comparisons with previous and current funding strategies, as well as an updated funding strategy proposal to cover the increased costs. Council expressed support with the proposed direction.



**MINUTES OF A REGULAR MEETING OF THE
LACEY CITY COUNCIL
THURSDAY, MAY 4, 2023,
IN PERSON AND REMOTE ATTENDANCE**

To hear Council's full discussion of a specific topic, or the complete meeting, watch the video-stream available on YouTube - <https://www.youtube.com/watch?v=cCzaQInxfGg>

CALL TO ORDER

Mayor Ryder called the meeting to order at 6:00 p.m.

1. PLEDGE OF ALLEGIANCE

Mayor Ryder led the Pledge of Allegiance.

Council Present:

Mayor Andy Ryder
Deputy Mayor Malcolm Miller
Councilmember Lenny Greenstein
Councilmember Michael Steadman
Councilmember Carolyn Cox
Councilmember Ed Kunkel
Councilmember Robin Vazquez

Staff Present:

Rick Walk, Interim City Manager
Robert Almada, Chief of Police
Jen Burbidge, Parks, Culture & Recreation Director
Scott Egger, Public Works Director
Troy Woo, Finance Director
Peri Edmonds, City Clerk

2. APPROVAL OF AMENDED AGENDA AND CONSENT AGENDA

Consent Agenda Items:

- A. Council Worksession minutes of April 13, 2023.
- B. Council meeting minutes of April 20, 2023.
- C. A motion to approve payment of claims, wages and transfers for April 7, 2023, through April 24, 2023.

Mayor Ryder recommended amending the agenda to move all intergovernmental boards and commission reports to the next Council meeting.

COUNCILMEMBER GREENSTEIN MOVED TO APPROVE THE AMENDED AGENDA AND CONSENT AGENDA. COUNCILMEMBER VAZQUEZ SECONDED. MOTION CARRIED.

3. PUBLIC RECOGNITIONS AND PRESENTATIONS

- A. **Spirit of Lacey Award - Ken Balsley:** Mayor Ryder presented the Spirit of Lacey Award to Ken Balsley for over 50 years of exceptional volunteerism within our community. Jane Balsley accepted the award on behalf of the family.
- B. **Ken Balsley Historian of the Year Award.** Erin Quinn Valcho, Museum Curator, announced that Dr. Thelma Jackson as the recipient of the 2023 Ken Balsley Historian of the Year. Jim Keogh, Chair of the Historical Commission, presented the award to Dr. Thelma Jackson.

4. PUBLIC COMMENT

Verbal Public Comments: The deadline to pre-register to speak via Zoom was 4:00 p.m. the day of the meeting.

Zero (0) people signed up to speak via Zoom.

Zero (0) people signed up to speak at the meeting:

Written Public Comments: The deadline to submit written public comments was 4:00 p.m. the day of the meeting. Written comments are not addressed during the meeting; however, they are added to the official record.

Zero (0) written public comments were received.

5. PUBLIC HEARING

6. PROCLAMATIONS

- A. **Lacey History Month:** Mayor Ryder and the City Council proclaimed May 2023, as Lacey History Month. Jim Keogh, Chair of the Historical Commission Chair, and Erin Quinn Valcho, Museum Curator, accepted the proclamation.
- B. **Bicycle Month:** Mayor Ryder and the City Council proclaimed May 2023, as Bicycle Month. Duncan Green, Bicycle Commuter Challenge Coordinator with Intercity Transit, accepted the proclamation.

7. REFERRAL FROM PLANNING COMMISSION

8. REFERRAL FROM HEARINGS EXAMINER

9. RESOLUTIONS

10. ORDINANCES

11. MAYOR'S REPORT

Mayor Ryder announced that the City Council will convene to an Executive Session at the May 11, 2023, Worksession to discuss the City Manager recruitment process pursuant to RCW 43.30.110(1)(g).

12. CITY MANAGER'S REPORT

13. STANDING COMMITTEES

14. OTHER BUSINESS

15. BOARDS, COMMISSIONS AND COMMITTEE REPORTS

A. Mayor Ryder

1. Mayor's Forum - **no report**
2. Thurston Chamber Shared Legislative Committee - **no report**
3. Transportation Policy Board - **no report**

B. Deputy Mayor Miller

1. Economic Development Council (EDC) - **no report**
2. Lodging Tax Advisory Committee (LTAC) - **no report**
3. Thurston County Coalition Against Trafficking (TCCAT) - **no report**
4. Thurston Thrives - **no report**

C. Councilmember Cox

1. Climate Mitigation Steering Committee - **no report**
2. LOTT Clean Water Alliance - **no report**
3. Regional Housing Council - **no report**

D. Councilmember Greenstein (*excused*)

1. Emergency Medical Services (EMS) - **no report**
2. TCOMM911 - **no report**

E. Councilmember Steadman

1. Community Action Council - **no report**
2. Nisqually River Council - **no report**
3. Thurston County Law & Justice - **no report**

F. Councilmember Kunkel

1. Joint Animal Services Commission (JASCOM) - **no report**
2. Lacey South Sound Chamber - **no report**
3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB) - **no report**

4. Solid Waste Advisory Committee (SWAC) - **no report**

G. Councilmember Vazquez

1. Intercity Transit - **no report**
2. Olympic Region Clean Air Agency - **no report**
3. Thurston Regional Planning Council - **no report**
4. Thurston County Board of Health - **no report**

16. ADJOURN

Mayor Ryder adjourned the Council Meeting at 6:42 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____



LACEY CITY COUNCIL MEETING May 18, 2023

SUBJECT: Disbursement Approval

RECOMMENDATION: By motion, approve payment of claims, wages, and transfers.

STAFF CONTACT: Troy Woo, Finance Director *tw*

ORIGINATED BY: Troy Woo, Finance Department

BACKGROUND:

The action requested of the City Council is by motion to approve payment of claims, wages and transfers for 4/11/2023 through 5/8/2023. The disbursements consist of the following:

Checks:	<u>Week of</u>	<u>Beg. Check No.</u>	<u>End. Check No.</u>	<u>Amount</u>
	4/27/2023	269669	269760	257,023.37
	*4/28/2023	269761	269764	2,091.02
	5/5/2023	269765	269867	1,467,573.05

Electronic Transfers:	<u>Week of</u>	<u>Amount</u>
	4/11/2023	46,829.10
	4/27/2023	52,513.21
	4/27/2023	63.00
	4/27/2023	1,243,332.70
	4/27/2023	625.61
	4/27/2023	1,856.37
	4/27/2023	30.00
	*4/28/2023	1,710,793.02
	*5/1/2023	584.96
	5/1/2023	107,962.50
	5/3/2023	103.27
	5/5/2023	329,764.30
	5/8/2023	3,336.00

Payroll:	<u>Month Ended:</u>	<u>Wages</u>
	*4/28/2023	1,846,063.44

* Disbursements for employee out-of-pocket deductions and employee benefits.

Significant Disbursements:

Miles Resources, LLC	\$1,044,107.98	Carpenter Road Improvements
Simmons&Sons Contracting	\$ 78,501.93	2022 Sidewalk Repair
LOTT Wastewater Alliance	\$1,271,278.90	ERU's/ LOTT Reserve Cap Fees



LACEY CITY COUNCIL MEETING May 18, 2023

SUBJECT: Capital Facilities Plan Amendment for Lacey Police Station

RECOMMENDATION: Make a motion adopt Ordinance 1637 amending the Capital Facilities Plan to add the construction of the Lacey Police Station.

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Grant Beck, Planning and Development Services Manager *GB*
Ryan Andrews, Planning Manager *RA*

ORIGINATED BY: Community and Economic Development Department

ATTACHMENTS: 1. [Ordinance 1637](#)
2. [Amendment to General Government Section for Lacey Police Facility](#)

FISCAL NOTE: Total anticipated expenditures for the construction of the Police Station is over \$62 million.

WORK PLAN GOAL AND STRATEGY: A Safe and Secure Community (H) Development of Police Station

PRIOR REVIEW: None.

BACKGROUND:

The Capital Facilities Element is a mandatory element of the City's Comprehensive Plan as set forth in Chapter 36.70A RCW, the Growth Management Act. The other five mandatory Elements are: land use, housing, utilities, transportation, and environmental protection. Lacey has also included the optional elements for parks and recreation and economic development.

As part of the Capital Facilities Element, a Capital Facilities Plan (CFP) must include these five key components:

- An inventory of existing capital facilities owned by the City, showing the locations and capacities of the capital facilities
- A forecast of the future needs for such capital facilities
- The proposed locations and capacities of expanded or new capital facilities
- At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes, and
- A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element.

The general purpose of a Capital Facilities Plan is to show the financial plan that implements the City's Comprehensive Plan. It's meant to help cities use their limited funding wisely and most efficiently and to maximize funding opportunities. Ideally, comprehensive plans, development regulations, budgeting policy, and decisions are made in a coordinated and consistent manner, so the outcome can be better implementation of the adopted community vision. Ensuring services and infrastructure are in place to meet the demands of projected growth.

Staff is currently working with a consultant team to complete a full rewrite of the Capital Facilities Plan with a stronger emphasis on alignment with the Comprehensive Plan and with a new format. Additionally, the focus of the new Plan is on recommendations for general government facilities and buildings based on population growth and building conditions. The new Capital Facilities Plan will be completed by the second half of 2023.

In order to utilize certain revenue streams including Real Estate Excise Tax (REET) and councilmanic bonds, the Lacey Police Station project will need to be identified in the Capital Facilities Plan. Since the new Capital Facilities Plan will not be completed until the second half of 2023, an interim update to include the new police station is necessary.

Built in 1985, the current police station does not meet the requirements and needs of a 21st century police department. The current Capital Facilities Plan, last adopted in 2019, identifies a new Lacey Police Station project but only identifies funds to be used for preliminary design. Since that time, staff has been working with a design professional (currently at a 60% design stage) to develop plans and identify a budget for the new facility. Staff has also been working with Saint Martin's Abbey to obtain the property for the facility to be located at 250 College St. SE, immediately north of City Hall. It is anticipated that construction of the new facility may begin in 2024.

The new facility will contain approximately 45,750 square feet with the amenities of a modern station including a variety of spaces for police staff and volunteer programs as well as a community room that will double as a new Emergency Operations Center (EOC). The station will also have secured parking for police staff and fleet vehicles that will be sized to accommodate future growth and will include spaces for electric vehicle integration. Police vehicle spaces will also include covered spaces for processing and evidence.

The Planning Commission conducted a public hearing on the amendment on March 21st. No oral or written public testimony was received. After the conclusion of the public hearing, the Planning Commission voted unanimously to recommend approval of the CFP amendment to the City Council.

ADVANTAGES:

1. Amending the Capital Facilities Plan to add the construction of the police station will allow the City to utilize certain revenue streams for the project.
2. The police station project is identified as a high priority project in the 2022-2024 Lacey Work Plan.

DISADVANTAGES:

1. None identified.

ORDINANCE NO. 1637

CITY OF LACEY

AN ORDINANCE AMENDING THE CITY OF LACEY 2019 – 2038 CAPITAL FACILITIES PLAN AND APPROVING A SUMMARY FOR PUBLICATION.

WHEREAS, Capital Facilities Plans are considered a mandatory element of a city's overall Comprehensive Plan by the Growth Management Act (GMA) as set forth in Chapter 36.70A RCW, and

WHEREAS, the City Council adopted the current Capital Facilities Plan by Ordinance 1547 on June 13, 2019; and

WHEREAS, the current Capital Facilities Plan identifies a new Lacey Police Station project but only identifies funds to be used for preliminary design; and

WHEREAS, in order to utilize certain revenue streams including Real Estate Excise Tax (REET) and councilmanic bonds, the full construction of the Lacey Police Station project will need to be identified in the Capital Facilities Plan; and

WHEREAS, the Planning Commission has reviewed, conducted a public hearing, and voted to forward to the Council its recommendation to amend the City of Lacey 2019 – 2038 Capital Facilities Plan (the "Plan"), and

WHEREAS, the City Council finds that the amendment of said Plan will be in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, AS FOLLOWS:

Section 1. That certain document entitled City of Lacey 2019 – 2038 Capital Facilities Plan is hereby amended as follows: Figure GG-12 which identifies the Lacey Police Station Project through the preliminary design phase is hereby repealed and replaced with Figure GG-12 in the form attached hereto, which form identifies the previous expenditures, budget and funding sources for full construction of the future facility.

Section 2. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make corrections to this ordinance including, but not limited to, the

corrections of scrivener's/clerical errors, references, ordinance numbering, section/subsection number and any references thereto.

Section 4. The Summary attached hereto is hereby approved for publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY,
WASHINGTON, at a regularly-called meeting thereof, held this ____ day of
_____, 2023.

CITY COUNCIL

By: _____
Mayor

Approved as to form:

City Attorney

Attest:

City Clerk

SUMMARY FOR PUBLICATION

ORDINANCE NO 1637

CITY OF LACEY

The City Council of the City of Lacey, Washington, passed on May 18, 2023, Ordinance No. 1637, entitled “AN ORDINANCE AMENDING THE CITY OF LACEY 2019 – 2038 CAPITAL FACILITIES PLAN AND APPROVING A SUMMARY FOR PUBLICATION.”

The main points of the Ordinance are described as follows:

1. The Ordinance amends the City of Lacey 2019 – 2038 Capital Facilities Plan to identify the full construction of the proposed police station.
2. The Ordinance approves this Summary for Publication.

A copy of the full text of this Ordinance will be mailed without charge to any person requesting the same from the City of Lacey.

Published: _____, 2023.

Planning Period: 2019-2038
Project Title: Police Facility Expansion
Location: City Hall/Police Station

File Number: gg012.xls
UGA Planning Area: All

CFP Project: Department:
CFP Project: Department:

GG- 12
PD

Project Description: Phase I included analysis and site visits. Phase II included preliminary design concepts and cost estimates. Phase I and II were completed in 2020. The 60% design phase was completed in April 2023. 100% design is scheduled for completion in September 2023. and award is scheduled for early 2024. The construction phase is expected to take place early 2024 through 2025.

Project Justification: Police station is at capacity. Future expansion will be to maintain levels of service

Policy Basis:Current Project Status: DesignLand Status: Public

PROJECT FUNDING SOURCES AND EXPENDITURES

	Prior Years	2020	2021	2022	2023	2024	2025	6-Year Total	%	Future Years
FUNDING										
General Revenue				823,696	2,457,659	5,875,135	9,543,510	18,700,000		
Voted G.O. Bonds										
Non-Voted G.O. Bonds						17,938,501		17,938,501		
Revenue Bonds										
Utility Rates / Fees										
GFC Revenue										
LID / ULID										
Arterial Street Fund										
PWTF Loan										
Interfund Loan										
Grants										
SEPA / LTA										
Real Estate Excise Tax							18,000,000	18,000,000		
ARPA/SLFRF						6,856,924		6,856,924		
Developer Financing										
Other										
TOTAL FUNDING				823,696	2,457,659	30,670,560	27,543,510	61,495,425		
EXPENDITURES										
Planning										
Preliminary Design										
Design & Engineering				823,696	2,457,659			3,281,355		
Land / ROW Acquisition						3,127,050		3,127,050		
Construction						27,543,510	27,543,510	55,087,020		
Other										
TOTAL EXPENDITURES				823,696	2,457,659	30,670,560	27,543,510	61,495,425		

Notes:



LACEY CITY COUNCIL MEETING May 18, 2023

SUBJECT: Ziplly Wireless LLC and Ziplly Fiber Pacific LLC
Telecommunications Franchise Agreement Applications

RECOMMENDATION: 1. Adopt Resolution No. 1130 granting a telecommunications franchise for Ziplly Fiber Pacific LLC and authorizing the City Manager to enter into a franchise agreement with Ziplly Fiber Pacific LLC.

2. Adopt Resolution No. 1131 granting a telecommunications franchise for Ziplly Wireless LLC and authorizing the City Manager to enter into a franchise agreement with Ziplly Wireless LLC.

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Shannon Kelley-Fong, Assistant City Manager *SKF*

ORIGINATED BY: City Manager's Department

ATTACHMENTS: 1. [Resolution No. 1130](#)
2. [Franchise Agreement with Ziplly Fiber Pacific LLC](#)
3. [Resolution No. 1131](#)
4. [Franchise Agreement with Ziplly Wireless LLC](#)

FISCAL NOTE: \$3,000 – Franchise Application Fee for Ziplly Wireless LLC
\$3,000 – Franchise Application Fee for Ziplly Fiber Pacific LLC

Ziplly will pay all fees applicable to persons doing business within the City, in addition to all applicable permit and development fees.

WORK PLAN GOAL AND STRATEGY: None

PRIOR REVIEW: May 11, 2023 - Worksession

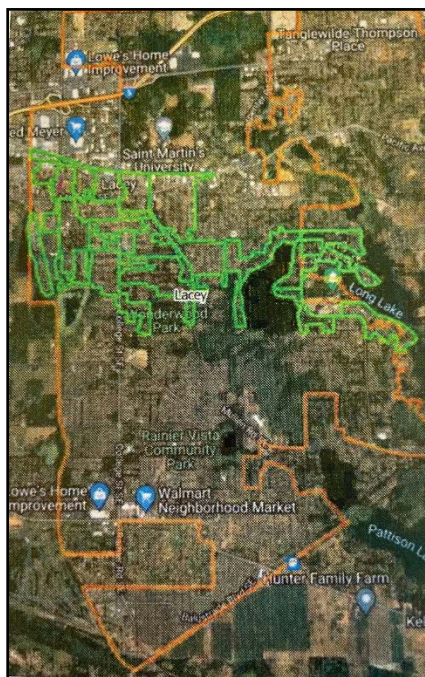
BACKGROUND: The Lacey City Council previously reviewed these items at the May 11, 2023 Worksession.

On February 3, 2023 Zippy Wireless LLC, a Delaware limited liability company, and Zippy Fiber Pacific LLC, a Delaware limited liability company (referred collectively as “Zippy”) applied for two telecommunications franchise agreements with the City of Lacey (“City”) to provide the following services to the Lacey community:

1. **Zippy Wireless LLC:** Retail and wholesale data services (internet access). Zippy Wireless LLC will be the owner/operator of a fixed wireless network (not cellular, but wireless data).
2. **Zippy Fiber Pacific LLC:** Retail and wholesale data services (internet access). Zippy Fiber Pacific, LLC will be the owner/operator of the fiber-optic based network.

In their application, Zippy indicated that the organization is currently in the planning phase. Zippy has identified initial target areas of Lacey that they would pursue pending franchise approval from the City. Zippy will provide more detailed plans for required right-of-way and construction permits as the company moves forward with implementation in Lacey. Zippy would need to meet the hierarchy of physical locations of telecommunications facilities in Lacey as described below. **Figure 1** provides a map of Zippy’s anticipated initial buildout in Lacey as identified by the green polygons.

Figure 1: Zippy preliminary facility map found in Attachment 1 and Attachment 2.



Ziply's fiber optic network will include standard electronics found in pedestals, hand holes, maintenance holes, and attached to utility poles. Ziply has an existing pole attachment agreement with Lumen and is actively working on a pole attachment agreement with Puget Sound Energy (PSE). This agreement would not allow Ziply to use City infrastructure, e.g., City owned poles and traffic signals. In their application, Ziply indicated that implementation would likely start with aerial infrastructure and then Ziply will evaluate areas that require underground expansion.

By entering into the City's proposed franchise agreement, Ziply would need to meet the requirements and procedures of [Lacey Municipal Code Chapter 5.60, Telecommunications](#), and the [Development Guidelines and Public Works Standards of the City](#). As part of the application review process, Chapter 5.60 requires the city to make the following determinations:

1. Make a determination within 120 days of receiving a complete franchise agreement; and

Review: The City has until June 3, 2023 to make a determination.

2. Determine whether to grant or deny an application based on the following criteria:

Review: If the franchise agreement is approved, Ziply would be required to comply with all conditions and regulations established by [LMC Chapter 5.60](#).

- A. The applicant must have legal ability to provide the service or use proposed for franchise authorization.

Review: Ziply provided: 1) its Certificate of Registration issued by the Washington State Secretary of State; and 2) its Washington Utilities and Transportation Commission (UTC) registration as a competitive telecommunications company.

- B. The capacity of the rights-of-way to accommodate additional utility and telecommunications facilities if the application is granted.

Review: Ziply would need to meet the hierarchy of physical locations of telecommunications facilities found in LMC 5.60.100.

The franchise agreements state, "Before commencing any work pursuant to this agreement, Ziply shall first file with the City an application for a permit to do such work, accompanied by drawings showing the position and location of all conduit, wire, fiber or any other equipment sought to be constructed, laid, installed or erected the depth below the surface of the ground and the relative position to existing streets, other utilities and other public places or ways."

- C. The applicant must have current registration issued by the FCC and WUTC.

Review: Ziply provided a copy of its Washington Utilities and Transportation Commission (UTC) registration as a competitive telecommunications company.

- D. The applicant must demonstrate the willingness and ability to mitigate and/or repair damage or disruption, if any, to public or private facilities, improvements, services, travel or landscaping if the application is granted.

Review: Franchise agreement states that Ziply will need to meet all provisions of LMC 5.60, including LMC 5.60.100:

“A. General Duties.

1. All grantees, before commencing any construction in the rights of way, shall acquire appropriate permits and comply with all requirements of the Lacey Municipal Code, specifically chapters 12.16 and 12.22 LMC, and the City of Lacey Development Guidelines. In the event of a conflict between this chapter and the Lacey Development Guidelines, the Lacey Development Guidelines shall control.”

In addition, LMC 5.60.090(J) provides terms specific to the restoration of rights-of-way or Other Property.

The franchise agreements state that Ziply shall, at all times, keep a complete set of plans, specifications and records showing the exact location and depth of all such facilities. These records shall be subject to inspection by the City at any reasonable time. In addition, Ziply shall provide to the City this information in the electronic format specified by the City.

- E. The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the application is granted, giving consideration to an applicant’s willingness and ability to mitigate or repair same.

Review: See response to criteria “D” above.

- F. The availability of alternate locations for the proposed facilities.

Review: Ziply would need to meet the hierarchy of physical locations of telecommunications facilities found in LMC 5.60.100.

- G. The grant to use the rights of way will serve the community interest.

Review: Ziply could provide the Lacey community with additional data services options (residential, business, and wholesale).

H. Applicable federal, state and local laws, regulations, rules and policies will be met.

Review: Ziplly would need to comply with all provisions of LMC 5.60. The City believes LMC 5.60 meets all state and federal requirements at this time. LMC 5.60.190 states that state and federal law would preside if there is any future conflict with the LMC.

As outlined above, the City of Lacey must review and make determinations of telecommunications franchise agreements that provides “reasonable, fair, and equitable access to the public rights of way of the city for telecommunications purposes on a competitively neutral basis.” The language found in the telecommunications franchise agreements with Ziplly are consistent with past City telecommunication franchise agreements.

Pursuant to LMC 5.60.140, Ziplly is required to carry a minimum of \$2 million in liability insurance during the term of the franchise. Ziplly must also acquire a performance bond prior to any construction in the rights-of-way, which must remain in place until the Director of Public Works has approved the work.

LMC 5.60.100 prescribes the hierarchy of physical locations of telecommunications facilities in Lacey. This section states that overhead facilities would be required to be undergrounded if required by current or future underground construction requirements. In their application, Ziplly indicated that they propose to install infrastructure underground in new conduits, overhead, and on street level. Ziplly anticipates minimal amount of underground infrastructure to support fiber cabinets and customer drop handholes or pedestals. Ziplly indicated that they will evaluate expansion beyond aerial infrastructure at a future time.

Ziplly has paid the City’s \$3,000 telecommunication franchise application fee for both applications (\$6,000 total). Ziplly must apply for and receive all applicable rights-of-way and development permits for any work performed in the public rights-of-way.

Ziplly will pay all fees generally applicable to persons doing business within the City. Pursuant to the Internet Tax Freedom Act, internet services may not be taxed (47 U.S.C. §151). RCW 35.21.860 precludes cities from imposing franchise fees for any “telephone business” as defined in RCW 82.16.010 or “service provider” as defined in RCW 35.99.010, except for administrative expenses or any tax authorized by RCW 35.21.865.

Like previous City telecommunications franchise agreements, the proposed term of the Ziplly franchise agreements is five years from the date of execution.

ADVANTAGES:

1. The City must provide “reasonable, fair, and equitable access to the public rights of way of the city for telecommunications purposes on a competitively neutral basis.” Authorizing the City Manager to sign the two franchise agreements is consistent with this requirement.

2. The franchise agreements provide for the orderly management and regulation of the public rights-of-way.
3. Ziply could provide the Lacey community with additional data service options (residential, business, and wholesale) for internet access.

DISADVANTAGES:

1. None foreseen.
-

RESOLUTION No. 1130

CITY OF LACEY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LACEY GRANTING A FRANCHISE FOR TELECOMMUNICATIONS AND DIRECTING THE CITY MANAGER TO ENTER INTO A TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH ZIPLY FIBER PACIFIC LLC.

WHEREAS, Chapter 5.60 of the Lacey Municipal Code sets forth the process, requirements and conditions for telecommunications carriers to occupy the public rights of way via a franchise agreement; and

WHEREAS, On February 3, 2023, Ziply Fiber Pacific LLC, a Delaware limited liability company, submitted a complete franchise agreement pursuant to Chapter 5.60 LMC; and

WHEREAS, said application has been reviewed by city staff who determined that the applicant meets the requirements of Chapter 5.60 LMC and has recommended that said application be granted; and

WHEREAS, the Council finds that the grant of a telecommunications Franchise to Ziply Fiber Pacific LLC will serve the community interest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, as follows:

1. Ziply Fiber Pacific LLC, a Delaware limited liability company, is hereby granted a franchise for telecommunications.
2. The City Manager is hereby directed enter into a Telecommunications Franchise Agreement with Ziply Fiber Pacific LLC, which Agreement shall include all of the conditions and requirements of Lacey Municipal Code Chapter 5.60.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,

this _____ day of _____, 2023.

CITY COUNCIL

By _____
Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

ZIPLY FIBER PACIFIC LLC
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Lacey, a municipal corporation of the State of Washington, hereinafter called "City" and Ziply Fiber Pacific LLC, a Delaware limited liability company, hereinafter called "Ziply."

WHEREAS, Ziply has requested the City to grant a franchise to install facilities to provide telecommunications, internet access, and private line services to potential customers, and

WHEREAS, the City has enacted Chapter 5.60 of the Lacey Municipal Code which provides for the requirements, conditions and procedures for installation of such facilities in the City right-of-way and the granting of a franchise for the same, and

WHEREAS, Ziply has paid to the City a franchise application fee the sum of Three Thousand Dollars (\$3,000.00).

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City hereby grants a franchise to Ziply to install facilities to provide telecommunications, internet access, and private line services to potential customers, subject to the following conditions:

A. This grant and the requirements and procedures to be followed shall specifically be subject to all provisions of Chapter 5.60 of the Lacey Municipal Code and the Development Guidelines and Public Works Standards of the City.

B. The performance bond required by the terms of Lacey Municipal Code Section 5.60.140B shall be acquired and shall remain in place until the Director of Public Works has approved the work. The bond shall then be maintained for one year after the approval of the work.

C. Ziply shall, in addition to the franchise application fee provided to the City above, pay to the City all right-of-way permits or other fees generally applicable to all other persons doing business in the City. In addition, Ziply shall pay to the City that certain public utility business tax levied by Chapter 3.01 of the Lacey Municipal Code as the same now exists or may hereafter be amended.

D. Before commencing any work pursuant to this agreement, Ziply shall first file with the City an application for a permit to do such work, accompanied by drawings showing the position and location of all conduit, wire, fiber or any other equipment sought to be constructed, laid, installed or erected the depth below the surface of the ground and the relative position to existing streets, other utilities and other public places or ways.

E. Ziply shall, at all times, keep a complete set of plans, specifications and records showing the exact location and depth of all such facilities. These records shall be subject to inspection by the City at any reasonable time. In addition, Ziply shall provide to the City this information in the electronic format specified by the City.

F. Ziply shall place any new facilities underground in areas where existing telecommunications and cable facilities are installed underground. In areas where existing facilities are installed above ground, Ziply may install facilities above ground, and at such time as the City requires other utilities to install facilities in the area underground, Ziply will move its facilities underground.

G. 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.

2. The term of this agreement shall be five (5) years from the date of execution. Such term may be extended under conditions approved by both the City and Ziply, its successors and assigns.

In witness whereof, the parties have hereunto set their hands this day and date first above written.

CITY OF LACEY

ZIPLY FIBER PACIFIC, LLC

By _____

Rick Walk, Interim City Manager

By: _____

Its: _____

ATTEST:

Elissa Fontaine, Deputy City Clerk (Acting City Clerk)

APPROVED AS TO FORM:

David Schneider, City Attorney

RESOLUTION No. 1131

CITY OF LACEY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LACEY GRANTING A FRANCHISE FOR TELECOMMUNICATIONS AND DIRECTING THE CITY MANAGER TO ENTER INTO A TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH ZIPLY WIRELESS LLC.

WHEREAS, Chapter 5.60 of the Lacey Municipal Code sets forth the process, requirements and conditions for telecommunications carriers to occupy the public rights of way via a franchise agreement; and

WHEREAS, On February 3, 2023, Ziply Wireless LLC, a Delaware limited liability company, submitted a complete franchise agreement pursuant to Chapter 5.60 LMC; and

WHEREAS, said application has been reviewed by city staff who determined that the applicant meets the requirements of Chapter 5.60 LMC and has recommended that said application be granted; and

WHEREAS, the Council finds that the grant of a telecommunications Franchise to Ziply Wireless LLC will serve the community interest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, as follows:

1. Ziply Wireless LLC, a Delaware limited liability company, is hereby granted a franchise for telecommunications.
2. The City Manager is hereby directed enter into a Telecommunications Franchise Agreement with Ziply Wireless LLC, which Agreement shall include all of the conditions and requirements of Lacey Municipal Code Chapter 5.60.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,

this _____ day of _____, 2023.

CITY COUNCIL

By _____
Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

ZIPLY WIRELESS LLC
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Lacey, a municipal corporation of the State of Washington, hereinafter called "City" and Ziply Wireless LLC, a Delaware limited liability company, hereinafter called "Ziply."

WHEREAS, Ziply has requested the City to grant a franchise to install facilities to provide telecommunications, internet access, and private line services to potential customers, and

WHEREAS, the City has enacted Chapter 5.60 of the Lacey Municipal Code which provides for the requirements, conditions and procedures for installation of such facilities in the City right-of-way and the granting of a franchise for the same, and

WHEREAS, Ziply has paid to the City a franchise application fee the sum of Three Thousand Dollars (\$3,000.00).

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City hereby grants a franchise to Ziply to install facilities to provide telecommunications, internet access, and private line services to potential customers, subject to the following conditions:

A. This grant and the requirements and procedures to be followed shall specifically be subject to all provisions of Chapter 5.60 of the Lacey Municipal Code and the Development Guidelines and Public Works Standards of the City.

B. The performance bond required by the terms of Lacey Municipal Code Section 5.60.140B shall be acquired and shall remain in place until the Director of Public Works has approved the work. The bond shall then be maintained for one year after the approval of the work.

C. Ziply shall, in addition to the franchise application fee provided to the City above, pay to the City all right-of-way permits or other fees generally applicable to all other persons doing business in the City. In addition, Ziply shall pay to the City that certain public utility business tax levied by Chapter 3.01 of the Lacey Municipal Code as the same now exists or may hereafter be amended.

D. Before commencing any work pursuant to this agreement, Ziply shall first file with the City an application for a permit to do such work, accompanied by drawings showing the position and location of all conduit, wire, fiber or any other equipment sought to be constructed, laid, installed or erected the depth below the surface of the ground and the relative position to existing streets, other utilities and other public places or ways.

E. Ziply shall, at all times, keep a complete set of plans, specifications and records showing the exact location and depth of all such facilities. These records shall be subject to inspection by the City at any reasonable time. In addition, Ziply shall provide to the City this information in the electronic format specified by the City.

F. Ziply shall place any new facilities underground in areas where existing telecommunications and cable facilities are installed underground. In areas where existing facilities are installed above ground, Ziply may install facilities above ground, and at such time as the City requires other utilities to install facilities in the area underground, Ziply will move its facilities underground.

G. 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.

2. The term of this agreement shall be five (5) years from the date of execution. Such term may be extended under conditions approved by both the City and Ziply, its successors and assigns.

In witness whereof, the parties have hereunto set their hands this day and date first above written.

CITY OF LACEY

ZIPLY WIRELESS, LLC

By _____

Rick Walk, Interim City Manager

By: _____

Its: _____

ATTEST:

Elissa Fontaine, Deputy City Clerk (Acting City Clerk)

APPROVED AS TO FORM:

David Schneider, City Attorney



LACEY CITY COUNCIL MEETING May 18, 2023

SUBJECT: Ziplly Wireless LLC and Ziplly Fiber Pacific LLC
Telecommunications Franchise Agreement Applications

RECOMMENDATION: 1. Adopt Resolution No. 1130 granting a telecommunications franchise for Ziplly Fiber Pacific LLC and authorizing the City Manager to enter into a franchise agreement with Ziplly Fiber Pacific LLC.

2. Adopt Resolution No. 1131 granting a telecommunications franchise for Ziplly Wireless LLC and authorizing the City Manager to enter into a franchise agreement with Ziplly Wireless LLC.

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Shannon Kelley-Fong, Assistant City Manager *SKF*

ORIGINATED BY: City Manager's Department

ATTACHMENTS: 1. [Resolution No. 1130](#)
2. [Franchise Agreement with Ziplly Fiber Pacific LLC](#)
3. [Resolution No. 1131](#)
4. [Franchise Agreement with Ziplly Wireless LLC](#)

FISCAL NOTE: \$3,000 – Franchise Application Fee for Ziplly Wireless LLC
\$3,000 – Franchise Application Fee for Ziplly Fiber Pacific LLC

Ziplly will pay all fees applicable to persons doing business within the City, in addition to all applicable permit and development fees.

WORK PLAN GOAL AND STRATEGY: None

PRIOR REVIEW: May 11, 2023 - Worksession

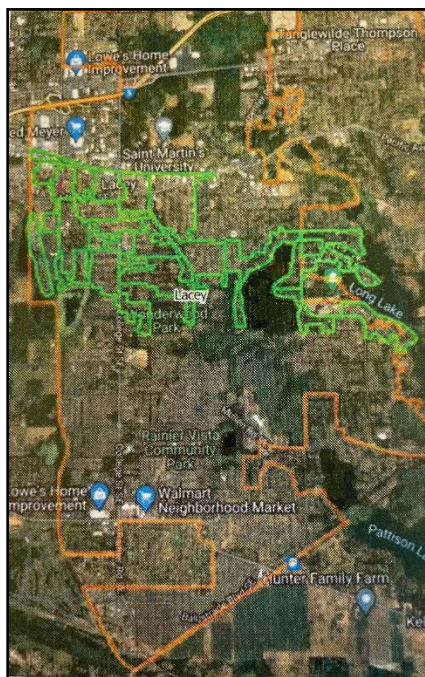
BACKGROUND: The Lacey City Council previously reviewed these items at the May 11, 2023 Worksession.

On February 3, 2023 Ziplly Wireless LLC, a Delaware limited liability company, and Ziplly Fiber Pacific LLC, a Delaware limited liability company (referred collectively as “Ziplly”) applied for two telecommunications franchise agreements with the City of Lacey (“City”) to provide the following services to the Lacey community:

1. **Ziplly Wireless LLC:** Retail and wholesale data services (internet access). Ziplly Wireless LLC will be the owner/operator of a fixed wireless network (not cellular, but wireless data).
2. **Ziplly Fiber Pacific LLC:** Retail and wholesale data services (internet access). Ziplly Fiber Pacific, LLC will be the owner/operator of the fiber-optic based network.

In their application, Ziplly indicated that the organization is currently in the planning phase. Ziplly has identified initial target areas of Lacey that they would pursue pending franchise approval from the City. Ziplly will provide more detailed plans for required right-of-way and construction permits as the company moves forward with implementation in Lacey. Ziplly would need to meet the hierarchy of physical locations of telecommunications facilities in Lacey as described below. **Figure 1** provides a map of Ziplly’s anticipated initial buildout in Lacey as identified by the green polygons.

Figure 1: Ziplly preliminary facility map found in Attachment 1 and Attachment 2.



Ziply's fiber optic network will include standard electronics found in pedestals, hand holes, maintenance holes, and attached to utility poles. Ziply has an existing pole attachment agreement with Lumen and is actively working on a pole attachment agreement with Puget Sound Energy (PSE). This agreement would not allow Ziply to use City infrastructure, e.g., City owned poles and traffic signals. In their application, Ziply indicated that implementation would likely start with aerial infrastructure and then Ziply will evaluate areas that require underground expansion.

By entering into the City's proposed franchise agreement, Ziply would need to meet the requirements and procedures of [Lacey Municipal Code Chapter 5.60, Telecommunications](#), and the [Development Guidelines and Public Works Standards of the City](#). As part of the application review process, Chapter 5.60 requires the city to make the following determinations:

1. Make a determination within 120 days of receiving a complete franchise agreement; and

Review: The City has until June 3, 2023 to make a determination.

2. Determine whether to grant or deny an application based on the following criteria:

Review: If the franchise agreement is approved, Ziply would be required to comply with all conditions and regulations established by [LMC Chapter 5.60](#).

- A. The applicant must have legal ability to provide the service or use proposed for franchise authorization.

Review: Ziply provided: 1) its Certificate of Registration issued by the Washington State Secretary of State; and 2) its Washington Utilities and Transportation Commission (UTC) registration as a competitive telecommunications company.

- B. The capacity of the rights-of-way to accommodate additional utility and telecommunications facilities if the application is granted.

Review: Ziply would need to meet the hierarchy of physical locations of telecommunications facilities found in LMC 5.60.100.

The franchise agreements state, "Before commencing any work pursuant to this agreement, Ziply shall first file with the City an application for a permit to do such work, accompanied by drawings showing the position and location of all conduit, wire, fiber or any other equipment sought to be constructed, laid, installed or erected the depth below the surface of the ground and the relative position to existing streets, other utilities and other public places or ways."

- C. The applicant must have current registration issued by the FCC and WUTC.

Review: Ziply provided a copy of its Washington Utilities and Transportation Commission (UTC) registration as a competitive telecommunications company.

- D. The applicant must demonstrate the willingness and ability to mitigate and/or repair damage or disruption, if any, to public or private facilities, improvements, services, travel or landscaping if the application is granted.

Review: Franchise agreement states that Ziply will need to meet all provisions of LMC 5.60, including LMC 5.60.100:

“A. General Duties.

1. All grantees, before commencing any construction in the rights of way, shall acquire appropriate permits and comply with all requirements of the Lacey Municipal Code, specifically chapters 12.16 and 12.22 LMC, and the City of Lacey Development Guidelines. In the event of a conflict between this chapter and the Lacey Development Guidelines, the Lacey Development Guidelines shall control.”

In addition, LMC 5.60.090(J) provides terms specific to the restoration of rights-of-way or Other Property.

The franchise agreements state that Ziply shall, at all times, keep a complete set of plans, specifications and records showing the exact location and depth of all such facilities. These records shall be subject to inspection by the City at any reasonable time. In addition, Ziply shall provide to the City this information in the electronic format specified by the City.

- E. The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the application is granted, giving consideration to an applicant’s willingness and ability to mitigate or repair same.

Review: See response to criteria “D” above.

- F. The availability of alternate locations for the proposed facilities.

Review: Ziply would need to meet the hierarchy of physical locations of telecommunications facilities found in LMC 5.60.100.

- G. The grant to use the rights of way will serve the community interest.

Review: Ziply could provide the Lacey community with additional data services options (residential, business, and wholesale).

H. Applicable federal, state and local laws, regulations, rules and policies will be met.

Review: Ziplly would need to comply with all provisions of LMC 5.60. The City believes LMC 5.60 meets all state and federal requirements at this time. LMC 5.60.190 states that state and federal law would preside if there is any future conflict with the LMC.

As outlined above, the City of Lacey must review and make determinations of telecommunications franchise agreements that provides “reasonable, fair, and equitable access to the public rights of way of the city for telecommunications purposes on a competitively neutral basis.” The language found in the telecommunications franchise agreements with Ziplly are consistent with past City telecommunication franchise agreements.

Pursuant to LMC 5.60.140, Ziplly is required to carry a minimum of \$2 million in liability insurance during the term of the franchise. Ziplly must also acquire a performance bond prior to any construction in the rights-of-way, which must remain in place until the Director of Public Works has approved the work.

LMC 5.60.100 prescribes the hierarchy of physical locations of telecommunications facilities in Lacey. This section states that overhead facilities would be required to be undergrounded if required by current or future underground construction requirements. In their application, Ziplly indicated that they propose to install infrastructure underground in new conduits, overhead, and on street level. Ziplly anticipates minimal amount of underground infrastructure to support fiber cabinets and customer drop handholes or pedestals. Ziplly indicated that they will evaluate expansion beyond aerial infrastructure at a future time.

Ziplly has paid the City’s \$3,000 telecommunication franchise application fee for both applications (\$6,000 total). Ziplly must apply for and receive all applicable rights-of-way and development permits for any work performed in the public rights-of-way.

Ziplly will pay all fees generally applicable to persons doing business within the City. Pursuant to the Internet Tax Freedom Act, internet services may not be taxed (47 U.S.C. §151). RCW 35.21.860 precludes cities from imposing franchise fees for any “telephone business” as defined in RCW 82.16.010 or “service provider” as defined in RCW 35.99.010, except for administrative expenses or any tax authorized by RCW 35.21.865.

Like previous City telecommunications franchise agreements, the proposed term of the Ziplly franchise agreements is five years from the date of execution.

ADVANTAGES:

1. The City must provide “reasonable, fair, and equitable access to the public rights of way of the city for telecommunications purposes on a competitively neutral basis.” Authorizing the City Manager to sign the two franchise agreements is consistent with this requirement.

2. The franchise agreements provide for the orderly management and regulation of the public rights-of-way.
3. Ziply could provide the Lacey community with additional data service options (residential, business, and wholesale) for internet access.

DISADVANTAGES:

1. None foreseen.
-

RESOLUTION No. 1130

CITY OF LACEY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LACEY GRANTING A FRANCHISE FOR TELECOMMUNICATIONS AND DIRECTING THE CITY MANAGER TO ENTER INTO A TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH ZIPLY FIBER PACIFIC LLC.

WHEREAS, Chapter 5.60 of the Lacey Municipal Code sets forth the process, requirements and conditions for telecommunications carriers to occupy the public rights of way via a franchise agreement; and

WHEREAS, On February 3, 2023, Ziply Fiber Pacific LLC, a Delaware limited liability company, submitted a complete franchise agreement pursuant to Chapter 5.60 LMC; and

WHEREAS, said application has been reviewed by city staff who determined that the applicant meets the requirements of Chapter 5.60 LMC and has recommended that said application be granted; and

WHEREAS, the Council finds that the grant of a telecommunications Franchise to Ziply Fiber Pacific LLC will serve the community interest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, as follows:

1. Ziply Fiber Pacific LLC, a Delaware limited liability company, is hereby granted a franchise for telecommunications.
2. The City Manager is hereby directed enter into a Telecommunications Franchise Agreement with Ziply Fiber Pacific LLC, which Agreement shall include all of the conditions and requirements of Lacey Municipal Code Chapter 5.60.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,

this _____ day of _____, 2023.

CITY COUNCIL

By _____
Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

ZIPLY FIBER PACIFIC LLC
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Lacey, a municipal corporation of the State of Washington, hereinafter called "City" and Ziply Fiber Pacific LLC, a Delaware limited liability company, hereinafter called "Ziply."

WHEREAS, Ziply has requested the City to grant a franchise to install facilities to provide telecommunications, internet access, and private line services to potential customers, and

WHEREAS, the City has enacted Chapter 5.60 of the Lacey Municipal Code which provides for the requirements, conditions and procedures for installation of such facilities in the City right-of-way and the granting of a franchise for the same, and

WHEREAS, Ziply has paid to the City a franchise application fee the sum of Three Thousand Dollars (\$3,000.00).

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City hereby grants a franchise to Ziply to install facilities to provide telecommunications, internet access, and private line services to potential customers, subject to the following conditions:

A. This grant and the requirements and procedures to be followed shall specifically be subject to all provisions of Chapter 5.60 of the Lacey Municipal Code and the Development Guidelines and Public Works Standards of the City.

B. The performance bond required by the terms of Lacey Municipal Code Section 5.60.140B shall be acquired and shall remain in place until the Director of Public Works has approved the work. The bond shall then be maintained for one year after the approval of the work.

C. Ziply shall, in addition to the franchise application fee provided to the City above, pay to the City all right-of-way permits or other fees generally applicable to all other persons doing business in the City. In addition, Ziply shall pay to the City that certain public utility business tax levied by Chapter 3.01 of the Lacey Municipal Code as the same now exists or may hereafter be amended.

D. Before commencing any work pursuant to this agreement, Ziply shall first file with the City an application for a permit to do such work, accompanied by drawings showing the position and location of all conduit, wire, fiber or any other equipment sought to be constructed, laid, installed or erected the depth below the surface of the ground and the relative position to existing streets, other utilities and other public places or ways.

E. Ziply shall, at all times, keep a complete set of plans, specifications and records showing the exact location and depth of all such facilities. These records shall be subject to inspection by the City at any reasonable time. In addition, Ziply shall provide to the City this information in the electronic format specified by the City.

F. Ziply shall place any new facilities underground in areas where existing telecommunications and cable facilities are installed underground. In areas where existing facilities are installed above ground, Ziply may install facilities above ground, and at such time as the City requires other utilities to install facilities in the area underground, Ziply will move its facilities underground.

G. 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.

2. The term of this agreement shall be five (5) years from the date of execution. Such term may be extended under conditions approved by both the City and Ziply, its successors and assigns.

In witness whereof, the parties have hereunto set their hands this day and date first above written.

CITY OF LACEY

ZIPLY FIBER PACIFIC, LLC

By _____

Rick Walk, Interim City Manager

By: _____

Its: _____

ATTEST:

Elissa Fontaine, Deputy City Clerk (Acting City Clerk)

APPROVED AS TO FORM:

David Schneider, City Attorney

RESOLUTION No. 1131

CITY OF LACEY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LACEY GRANTING A FRANCHISE FOR TELECOMMUNICATIONS AND DIRECTING THE CITY MANAGER TO ENTER INTO A TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH ZIPLY WIRELESS LLC.

WHEREAS, Chapter 5.60 of the Lacey Municipal Code sets forth the process, requirements and conditions for telecommunications carriers to occupy the public rights of way via a franchise agreement; and

WHEREAS, On February 3, 2023, Ziply Wireless LLC, a Delaware limited liability company, submitted a complete franchise agreement pursuant to Chapter 5.60 LMC; and

WHEREAS, said application has been reviewed by city staff who determined that the applicant meets the requirements of Chapter 5.60 LMC and has recommended that said application be granted; and

WHEREAS, the Council finds that the grant of a telecommunications Franchise to Ziply Wireless LLC will serve the community interest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, as follows:

1. Ziply Wireless LLC, a Delaware limited liability company, is hereby granted a franchise for telecommunications.
2. The City Manager is hereby directed enter into a Telecommunications Franchise Agreement with Ziply Wireless LLC, which Agreement shall include all of the conditions and requirements of Lacey Municipal Code Chapter 5.60.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,

this _____ day of _____, 2023.

CITY COUNCIL

By _____
Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

ZIPLY WIRELESS LLC
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Lacey, a municipal corporation of the State of Washington, hereinafter called "City" and Ziply Wireless LLC, a Delaware limited liability company, hereinafter called "Ziply."

WHEREAS, Ziply has requested the City to grant a franchise to install facilities to provide telecommunications, internet access, and private line services to potential customers, and

WHEREAS, the City has enacted Chapter 5.60 of the Lacey Municipal Code which provides for the requirements, conditions and procedures for installation of such facilities in the City right-of-way and the granting of a franchise for the same, and

WHEREAS, Ziply has paid to the City a franchise application fee the sum of Three Thousand Dollars (\$3,000.00).

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City hereby grants a franchise to Ziply to install facilities to provide telecommunications, internet access, and private line services to potential customers, subject to the following conditions:

A. This grant and the requirements and procedures to be followed shall specifically be subject to all provisions of Chapter 5.60 of the Lacey Municipal Code and the Development Guidelines and Public Works Standards of the City.

B. The performance bond required by the terms of Lacey Municipal Code Section 5.60.140B shall be acquired and shall remain in place until the Director of Public Works has approved the work. The bond shall then be maintained for one year after the approval of the work.

C. Ziply shall, in addition to the franchise application fee provided to the City above, pay to the City all right-of-way permits or other fees generally applicable to all other persons doing business in the City. In addition, Ziply shall pay to the City that certain public utility business tax levied by Chapter 3.01 of the Lacey Municipal Code as the same now exists or may hereafter be amended.

D. Before commencing any work pursuant to this agreement, Ziply shall first file with the City an application for a permit to do such work, accompanied by drawings showing the position and location of all conduit, wire, fiber or any other equipment sought to be constructed, laid, installed or erected the depth below the surface of the ground and the relative position to existing streets, other utilities and other public places or ways.

E. Ziply shall, at all times, keep a complete set of plans, specifications and records showing the exact location and depth of all such facilities. These records shall be subject to inspection by the City at any reasonable time. In addition, Ziply shall provide to the City this information in the electronic format specified by the City.

F. Ziply shall place any new facilities underground in areas where existing telecommunications and cable facilities are installed underground. In areas where existing facilities are installed above ground, Ziply may install facilities above ground, and at such time as the City requires other utilities to install facilities in the area underground, Ziply will move its facilities underground.

G. 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.

2. The term of this agreement shall be five (5) years from the date of execution. Such term may be extended under conditions approved by both the City and Ziply, its successors and assigns.

In witness whereof, the parties have hereunto set their hands this day and date first above written.

CITY OF LACEY

ZIPLY WIRELESS, LLC

By _____

Rick Walk, Interim City Manager

By: _____

Its: _____

ATTEST:

Elissa Fontaine, Deputy City Clerk (Acting City Clerk)

APPROVED AS TO FORM:

David Schneider, City Attorney



LACEY CITY COUNCIL MEETING May 18, 2023

SUBJECT: Capital Facilities Plan Amendment for Lacey Police Station

RECOMMENDATION: Make a motion adopt Ordinance 1637 amending the Capital Facilities Plan to add the construction of the Lacey Police Station.

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Grant Beck, Planning and Development Services Manager *GB*
Ryan Andrews, Planning Manager *RA*

ORIGINATED BY: Community and Economic Development Department

ATTACHMENTS: 1. [Ordinance 1637](#)
2. [Amendment to General Government Section for Lacey Police Facility](#)

FISCAL NOTE: Total anticipated expenditures for the construction of the Police Station is over \$62 million.

WORK PLAN GOAL AND STRATEGY: A Safe and Secure Community (H) Development of Police Station

PRIOR REVIEW: None.

BACKGROUND:

The Capital Facilities Element is a mandatory element of the City's Comprehensive Plan as set forth in Chapter 36.70A RCW, the Growth Management Act. The other five mandatory Elements are: land use, housing, utilities, transportation, and environmental protection. Lacey has also included the optional elements for parks and recreation and economic development.

As part of the Capital Facilities Element, a Capital Facilities Plan (CFP) must include these five key components:

- An inventory of existing capital facilities owned by the City, showing the locations and capacities of the capital facilities
- A forecast of the future needs for such capital facilities
- The proposed locations and capacities of expanded or new capital facilities
- At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes, and
- A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element.

The general purpose of a Capital Facilities Plan is to show the financial plan that implements the City's Comprehensive Plan. It's meant to help cities use their limited funding wisely and most efficiently and to maximize funding opportunities. Ideally, comprehensive plans, development regulations, budgeting policy, and decisions are made in a coordinated and consistent manner, so the outcome can be better implementation of the adopted community vision. Ensuring services and infrastructure are in place to meet the demands of projected growth.

Staff is currently working with a consultant team to complete a full rewrite of the Capital Facilities Plan with a stronger emphasis on alignment with the Comprehensive Plan and with a new format. Additionally, the focus of the new Plan is on recommendations for general government facilities and buildings based on population growth and building conditions. The new Capital Facilities Plan will be completed by the second half of 2023.

In order to utilize certain revenue streams including Real Estate Excise Tax (REET) and councilmanic bonds, the Lacey Police Station project will need to be identified in the Capital Facilities Plan. Since the new Capital Facilities Plan will not be completed until the second half of 2023, an interim update to include the new police station is necessary.

Built in 1985, the current police station does not meet the requirements and needs of a 21st century police department. The current Capital Facilities Plan, last adopted in 2019, identifies a new Lacey Police Station project but only identifies funds to be used for preliminary design. Since that time, staff has been working with a design professional (currently at a 60% design stage) to develop plans and identify a budget for the new facility. Staff has also been working with Saint Martin's Abbey to obtain the property for the facility to be located at 250 College St. SE, immediately north of City Hall. It is anticipated that construction of the new facility may begin in 2024.

The new facility will contain approximately 45,750 square feet with the amenities of a modern station including a variety of spaces for police staff and volunteer programs as well as a community room that will double as a new Emergency Operations Center (EOC). The station will also have secured parking for police staff and fleet vehicles that will be sized to accommodate future growth and will include spaces for electric vehicle integration. Police vehicle spaces will also include covered spaces for processing and evidence.

The Planning Commission conducted a public hearing on the amendment on March 21st. No oral or written public testimony was received. After the conclusion of the public hearing, the Planning Commission voted unanimously to recommend approval of the CFP amendment to the City Council.

ADVANTAGES:

1. Amending the Capital Facilities Plan to add the construction of the police station will allow the City to utilize certain revenue streams for the project.
2. The police station project is identified as a high priority project in the 2022-2024 Lacey Work Plan.

DISADVANTAGES:

1. None identified.

ORDINANCE NO. 1637

CITY OF LACEY

AN ORDINANCE AMENDING THE CITY OF LACEY 2019 – 2038 CAPITAL FACILITIES PLAN AND APPROVING A SUMMARY FOR PUBLICATION.

WHEREAS, Capital Facilities Plans are considered a mandatory element of a city's overall Comprehensive Plan by the Growth Management Act (GMA) as set forth in Chapter 36.70A RCW, and

WHEREAS, the City Council adopted the current Capital Facilities Plan by Ordinance 1547 on June 13, 2019; and

WHEREAS, the current Capital Facilities Plan identifies a new Lacey Police Station project but only identifies funds to be used for preliminary design; and

WHEREAS, in order to utilize certain revenue streams including Real Estate Excise Tax (REET) and councilmanic bonds, the full construction of the Lacey Police Station project will need to be identified in the Capital Facilities Plan; and

WHEREAS, the Planning Commission has reviewed, conducted a public hearing, and voted to forward to the Council its recommendation to amend the City of Lacey 2019 – 2038 Capital Facilities Plan (the "Plan"), and

WHEREAS, the City Council finds that the amendment of said Plan will be in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, AS FOLLOWS:

Section 1. That certain document entitled City of Lacey 2019 – 2038 Capital Facilities Plan is hereby amended as follows: Figure GG-12 which identifies the Lacey Police Station Project through the preliminary design phase is hereby repealed and replaced with Figure GG-12 in the form attached hereto, which form identifies the previous expenditures, budget and funding sources for full construction of the future facility.

Section 2. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make corrections to this ordinance including, but not limited to, the

corrections of scrivener's/clerical errors, references, ordinance numbering, section/subsection number and any references thereto.

Section 4. The Summary attached hereto is hereby approved for publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY,
WASHINGTON, at a regularly-called meeting thereof, held this ____ day of
_____, 2023.

CITY COUNCIL

By: _____
Mayor

Approved as to form:

City Attorney

Attest:

City Clerk

SUMMARY FOR PUBLICATION

ORDINANCE NO 1637

CITY OF LACEY

The City Council of the City of Lacey, Washington, passed on May 18, 2023, Ordinance No. 1637, entitled “AN ORDINANCE AMENDING THE CITY OF LACEY 2019 – 2038 CAPITAL FACILITIES PLAN AND APPROVING A SUMMARY FOR PUBLICATION.”

The main points of the Ordinance are described as follows:

1. The Ordinance amends the City of Lacey 2019 – 2038 Capital Facilities Plan to identify the full construction of the proposed police station.
2. The Ordinance approves this Summary for Publication.

A copy of the full text of this Ordinance will be mailed without charge to any person requesting the same from the City of Lacey.

Published: _____, 2023.

Planning Period: 2019-2038
Project Title: Police Facility Expansion
Location: City Hall/Police Station

File Number: gg012.xls
UGA Planning Area: All

CFP Project: Department:
CFP Project: Department:

GG- 12
PD

Project Description: Phase I included analysis and site visits. Phase II included preliminary design concepts and cost estimates. Phase I and II were completed in 2020. The 60% design phase was completed in April 2023. 100% design is scheduled for completion in September 2023. and award is scheduled for early 2024. The construction phase is expected to take place early 2024 through 2025.

Project Justification: Police station is at capacity. Future expansion will be to maintain levels of service

Policy Basis:Current Project Status: DesignLand Status: Public

PROJECT FUNDING SOURCES AND EXPENDITURES

	Prior Years	2020	2021	2022	2023	2024	2025	6-Year Total	%	Future Years
FUNDING										
General Revenue				823,696	2,457,659	5,875,135	9,543,510	18,700,000		
Voted G.O. Bonds										
Non-Voted G.O. Bonds						17,938,501		17,938,501		
Revenue Bonds										
Utility Rates / Fees										
GFC Revenue										
LID / ULID										
Arterial Street Fund										
PWTF Loan										
Interfund Loan										
Grants										
SEPA / LTA										
Real Estate Excise Tax							18,000,000	18,000,000		
ARPA/SLFRF						6,856,924		6,856,924		
Developer Financing										
Other										
TOTAL FUNDING				823,696	2,457,659	30,670,560	27,543,510	61,495,425		
EXPENDITURES										
Planning										
Preliminary Design										
Design & Engineering				823,696	2,457,659			3,281,355		
Land / ROW Acquisition						3,127,050		3,127,050		
Construction						27,543,510	27,543,510	55,087,020		
Other										
TOTAL EXPENDITURES				823,696	2,457,659	30,670,560	27,543,510	61,495,425		

Notes:



LACEY CITY COUNCIL MEETING May 18, 2023

SUBJECT: Amended South Sound Military and Communities Partnership Memorandum of Agreement.

RECOMMENDATION: Motion to approve amended South Sound Military and Communities Partnership Memorandum of Agreement and authorize the City Manager to sign agreement.

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Shannon Kelley-Fong, Assistant City Manager *SKF*

ORIGINATED BY: City Manager's Office

ATTACHMENTS:

1. [South Sound Military and Communities Partnership Memorandum of Agreement – approved by City Council on December 21, 2017 \(Current\).](#)
2. [Amended South Sound Military and Communities Partnership Memorandum of Agreement \(Proposed\)](#)

FISCAL NOTE: No change to the City of Lacey's current annual contribution to SSMCP of \$50,000 per year.

PRIOR REVIEW: Current MOA was approved on December 21, 2017.

BACKGROUND: In early 2010, the Department of Defense Office of Economic Adjustment (OEA) awarded a grant for the region to study the military growth impacts in the area. The grant recognized Joint Base Lewis-McChord (JBLM) as the largest military installation in the western United States, and as a significant employer in the State of Washington. JBLM's presence is recognized throughout Pierce and Thurston counties and Washington State as a significant economic benefit to the South Puget Sound. In turn, communities surrounding JBLM enhance the quality of life for military personnel and families by providing high quality neighborhoods, schools, recreation opportunities, and other services.

The outcome of the OEA grant was the JBLM Growth Coordination Plan, which generated detailed analyses and recommended actions for a study area, which extended from the southern portion of Tacoma in Pierce County south to the cities of Lacey and Yelm in Thurston County, including the towns of Steilacoom and Roy, the cities of DuPont and Lakewood, and eastward to State Route 507, including parts of unincorporated Pierce County. The JBLM Growth Coordination Plan stressed the need for a unified voice and decision-making process to address military-related issues impacting communities adjacent to JBLM.

This recommended action eventually led to the formation of the South Sound Military and Communities Partnership (SSMCP) formalized in a Memorandum of Agreement (MOA) signed by governments in both Pierce and Thurston counties as well as organizations including United Way of Pierce County and Tacoma- Pierce Chamber of Commerce. On March 24, 2011, the Lacey City

Council approved the original Memorandum of Agreement joining SSMCP. Currently, SSMCP is a partnership of more than 50 members: cities, counties, tribes, nonprofits, corporations, organizations, and Joint Base Lewis-McChord. The partnership's purpose is to bridge military and civilian communities through innovative and flexible partnerships and performing mutually beneficial work in the South Sound.

SSMCP receives policy direction from an Elected Officials Council (EOC). The EOC is comprised of elected officials representing local governments adjacent to Joint Base Lewis-McChord. Additionally, oversight and strategic direction is provided to SSMCP by a Steering Committee (SC). A staff representative from each local government, and other member organizations, serve on this committee and meets monthly. In addition, an Executive Leadership Team (ELT) oversees the day-to-day operations of the SSMCP and responds to emerging issues. Lacey is one of four members serving on the ELT. The other three members are the City of Lakewood, Pierce County, and starting in 2023, the Nisqually Indian Tribe. Shannon Kelley-Fong, the Lacey Assistant City Manager, attends ELT meetings and Steering Committee meetings.

Currently, the SSMCP budget totals approximately \$330,00. This pays for two full-time staff, coordination events, special projects, travel and other related expenses.

SSMCP projects encompass land use, infrastructure, traffic, community relations, child care, housing affordability, and economic development. SSMCP takes on projects to advance infrastructure and regional improvements that support military readiness and the communities neighboring Joint Base Lewis-McChord, including, but not limited to:

- North Clear Zone project (i.e., McChord Airfield)
- JBLM Economic Analysis Studies
- Growth Coordination Planning
- JBLM Workforce Surveys
- Joint Land Use Surveys
- Legislative Advocacy
- JBLM Resiliency Studies

To learn more about these projects and studies, please see www.ssmcp.org. In brief, the SSMCP Work Plan for 2023-2024 includes the following tasks:

- Bringing military and community members together on a regular basis to share information about current and future projects and to seek funding for infrastructure and other needed regional improvements.
- Manage federal grant funding to:
 - Improve resiliency planning
 - Advocate for Occupational Licensure: ID barriers to military spouse employment
 - Support Development of and Access to Attainable Off-base Housing
- Pursue Funding for I-5 improvements
- Pursue military compatibility measures such as clear zone encroachment
- Measure and Communicate the Economic Benefits of JBLM in the Region
- Increase communication between JBLM, Child Care providers and military families
- Inform/educate state legislators about SSMCP and advocacy in state-level activities
- Conduct statewide military / defense sector economic impact analysis
- Conduct JBLM Workforce Survey

Memorandum of Agreement: The SSMCP Memorandum of Agreement (MOA) is a document written between multiple jurisdictions within the South Sound Region to cooperatively work together on agreed upon projects or meet agreed upon objectives.

On March 24, 2011, the Lacey City Council approved the original Memorandum of Agreement joining SSMCP. The Lacey City Council then approved an amended SSMCP MOA on January 22, 2015. The amended MOA included language to better clarify its function and focus of support. The amended MOA also added new members to the partnership such as City of University Place and Tacoma Pierce County Department of Health. Minor amendments to the timing of invoicing were also part of this revision. In addition, the MOA increased the City of Lacey's financial contribution to \$50,000, making the City's funding commitment equal to the City of Lakewood and Pierce County.

More recently, the Lacey City Council approved an amended SSMCP MOA on December 21, 2017. The amended MOA included augmented language related to membership, corporate involvement, and the ELT responsibilities.

2023 MOA PROPOSAL: As mentioned above, the current SSMCP MOA was last updated in 2017. Section VIII of the MOA outlines that the agreement will be reviewed at minimum every two years. SSMCP is recommending changes to current MOA (**Attachment 1**) largely related to membership dues, as well as some minor language updates to increase inclusivity and provide references to current planning documents.

Due to increases in SSMCP's budget, the proposed MOA update includes the following changes:

- A. **ELT Dues:** Increases ELT memberships dues from \$50,000 to a range of \$50,000 to \$75,000. The City of Lakewood and Pierce County have agreed to pay \$75,000. The City of Lacey will remain at \$50,000. The Nisqually Indian Tribe, which joined the ELT in 2023, will pay \$50,000. Previously, the Nisqually Indian Tribe had been a Steering Committee Member. Notably, membership dues remained static over the past 12 years. As noted above, the City of Lacey has paid \$50,000 since 2015.
- B. **SC Dues:** Increase SC membership dues from \$6,500 to \$8,500 (with the exception of the City of Tacoma which will remain at \$6,500). Puget Sound Energy has joined the SC.
- C. **Working Group Chairs:** The proposed language would reflect current Working Group Chairs.

ADVANTAGES:

- 1. Creates no additional budgetary impact for the City of Lacey as its ELT membership due remains \$50,000.
- 2. Partnership continues to provide an effective regional voice representing the combined interests of Thurston and Pierce counties centered on JBLM.
- 3. Partnership continues to provide an effective communication channel and collaborative opportunities among participants of the SSMCP and military representatives from JBLM.

DISADVANTAGES:

- 1. None foreseen.

MEMORANDUM OF AGREEMENT

This agreement is made between the undersigned parties and hereto it is agreed as follows:

I. Establishment:

This Memorandum of Agreement (MOA) establishes the structure, roles and responsibilities of the South Sound Military & Communities Partnership (SSMCP, or the Partnership). This organization has evolved and requires new language that better reflects the status of the organization. This MOA entirely supersedes any previous SSMCP MOAs.

The SSMCP is a regional partnership that may provide funding for employees to support the work of the organization but does not directly employ any individual. Per this MOA, the City of Lakewood (the City) shall serve as the fiduciary agent of the SSMCP as well as providing legal advice and other administrative services as necessary to the Partnership. When acting on behalf of the Partnership, City staff will act pursuant to SSMCP direction. In carrying out duties pursuant to SSMCP direction, City staff shall follow the administrative and financial procedures of the City of Lakewood. In the event City staff, acting on behalf of the SSMCP, develop a conflict or the appearance of conflict, in direction between the SSMCP and the interests of the City, action shall be taken to allocate separate staff to the SSMCP and the City for that issue.

II. Purpose:

The Partnership provides a framework for collaboration in the south Puget Sound region between local governments, military installations, State agencies, Federal agencies, and community organizations to better coordinate efforts in areas such as: military relations; transportation and land use planning; environmental protection; emergency preparedness; data coordination; funding requests (e.g., grant applications); health care coordination; population forecasting; workforce development; education; housing; community development; economic development; and other issues that may arise. The Partnership provides actionable recommendations to regional leaders on initiatives, programs, and topics that strengthen the role that Joint Base Lewis-McChord (JBLM), the National Guard, and Reserves play in America's defense strategy, the economic health and vitality of the region, and the State of Washington.

The Partnership:

1. Focuses on the intersection of issues between local governments and the military community, engaging the support of the business, healthcare, education, workforce development, charitable, and social services communities;
2. Assists in the coordination of governmental efforts so that all citizens of the community can receive the full benefits of the economic, civil, commercial, cultural, and educational opportunities presented to them via the presence of the military installation, and so that the impact of the military community will be fairly shared;
3. Provides a venue for regular communication and coordination between military, local government, and community organizations regarding issues of common interest.
4. Promotes the general welfare of the region;

5. Acts on behalf of the members as the regional organization recognized by the Federal government for applying for community assistance and grants related to mission changes and/or growth at JBLM and Camp Murray;
6. Coordinates state and federal legislative educational and advocacy efforts by members and SSMCP staff related to the promotion of common interests as approved by the Steering Committee;
7. Acts as the regional representative of the member governments to coordinate with JBLM and Camp Murray regarding the ability of each installation to accomplish its current and future projected mission, and,
8. Participates on the Washington Military Alliance (WMA) on behalf of the SSMCP membership.

III. Objectives:

1. Work collaboratively to create, expand, and improve opportunities to collect and disseminate information and best practices that address the challenges of the local communities, residents, businesses, and military installations in our region to succeed in meeting their own needs without preventing the others from meeting their needs, both now and in the future. Specifically:
 - a. Coordinate and provide recommendations to the region's leaders to remedy and protect JBLM and Camp Murray from encroachment or other initiatives that could result in degradation of or restriction to military operations on or based out of JBLM and Camp Murray.
 - b. SSMCP will make good faith efforts to notify local military installations of comprehensive plan updates and land use regulations or other projects in the surrounding communities that may impact military operations. Notification by SSMCP does not relieve local jurisdictions of any notification requirements under state law.
2. Coordinate with commanders, communities, and State and Federal agencies on affairs that affect the installation and may require State coordination and assistance.
3. Develop and advocate for a consensus State legislative agenda on behalf of SSMCP members.
4. Serve as a "single point of contact" to ensure that area communities, the military, Washington State's congressional delegation, and Federal agencies, as appropriate, are fully aware of activities likely to result in impacts or benefits to the region.
5. Support efforts by agencies and service providers in the region to implement the relevant recommendations and strategies informed by the 2010 JBLM Growth Coordination Plan (GCP), the 2015 JBLM JLUS, and more recently identified SSMCP priorities, which include:
 - a. A sound infrastructure system, adequate housing and education, and transition support into Pierce and Thurston county workforces for military members and their families, military retirees, and veterans;
 - b. Support for economic development organizations and initiatives that focus on leveraging the military and related business opportunities to help create jobs and expand defense and homeland security related economic development activity in the South Sound.
6. Coordinate the development of processes, similar to those already in place for artillery firing notices, to ensure that the military installations provide timely advance notification of

operations which are likely to impact other partner members, and that other partner members provide the same courtesy to the military installations.

7. Discuss and potentially act upon other issues or matters that the SSMCP deems essential to fulfilling its purpose.

IV. Responsibilities:

1. Maintain a vision, organizational structure, brand, and a Work Plan for the Partnership consistent with the recommendations and strategies identified in the GCP and subsequent documents as well as other SSMCP priorities.
2. Form Working Groups (WGs) that support the Partnership and the implementation of Partnership goals and priorities. Consider stakeholders involved in the ten Expert Panels of the GCP effort for these working groups, but also be open to new stakeholders.
3. Develop and commit to a schedule of regular meetings for the Partnership and the WGs.
4. Hold an annual public forum that includes speakers from JBLM, regional stakeholders, and/or any other relevant organizations to share news; report on major changes at JBLM, Camp Murray, and in local jurisdictions; discuss progress on GCP and Working Group strategies, SSMCP priorities and other plans; network among current and seek new SSMCP members; recognize outstanding service; and celebrate new partnerships and programs.
5. Hold a member-exclusive event (in person, via social media, etc.) annually during which data concerning progress and information about JBLM, Camp Murray, and SSMCP priorities would be shared (including, for instance, actual and projected military-connected (active duty, civilian employee, and military family (population and employment changes, construction projects, funding changes, mobilization and deployment, etc.)
6. Formalize a method for data sharing between JBLM and Camp Murray and the surrounding communities which would include the most recent military related population changes, including incoming personnel, deployments, Department of Defense (DoD) civilian operations, and construction projects.
7. Develop periodic publications (e.g., newsletters, memoranda, schedules, press releases, etc.) to share with members regarding expansion/contraction of JBLM personnel, mobilization, training cycles, and deployment, Partnership survey results, and other issues of interest.
8. Support information-sharing and appropriate advocacy with state and federal legislative bodies.
9. Accept an active role to ensure that efforts to implement SSMCP priorities are funded and sustained through the foreseeable future.

V. Membership:

Financial commitments are tiered based on level of membership involvement (i.e., Individual, Non-profit, Corporate, General, Working Group Chair, Steering Committee, Executive Leadership Team.) Membership costs may be reduced through in-kind donations with advance approval of the majority of Steering Committee members in good standing. The Steering Committee reserves the right to review and approve memberships.

Participants: The Partnership is open to any person, association, group, or organization having an interest in supporting the purpose and objectives of the SSMCP and such will be

considered a member upon approval by the Steering Committee and payment of the established annual dues. The Partnership is intended to be as inclusive as necessary to address the numerous topical areas included in SSMCP priorities.

To ensure efforts of the Partnership are planned, coordinated, and implemented with a focus on outcomes, the structure of the SSMCP is as follows:

1. General Members:

Role: The primary role of the general membership is to provide expertise, perspective and guidance to the Steering Committee on specific topics that promote the objectives of the SSMCP. Members will gather at least annually (more often, if necessary) to share best practices and receive information on changes at JBLM and Camp Murray as well as in adjacent communities. They will also be encouraged to share their insights on existing conditions and growth trends; assist in the development of the GCP and other SSMCP priority implementation; and to review any studies, products, and other information developed by staff.

a. Local government:

Role: Local governments helped establish SSMCP to improve regional collaboration and coordination with JBLM. Any local government with a mutual interest in military affairs and JBLM training and operations may be granted membership in the SSMCP.

b. Corporate Members:

Role: Corporations whose goals, objectives, and business operations are consistent with military values and SSMCP's mission, Strategic Plan and Work Plan will be considered for membership in the SSMCP. Steering Committee members have authority to approve or disapprove corporate membership by majority vote when a quorum is present.

c. Non-Profit Members:

Role: Non-profit organizations provide expertise, perspective, and guidance on specific topics and can provide information and leadership to SSMCP and can serve on working groups, ad hoc subcommittees, and the Steering Committee. Non-Profits with a mutual interest in military affairs and JBLM training and operations may be granted membership in SSMCP.

d. Individual Members:

Role: Individual community members may join the SSMCP and to learn about and support the objectives of SSMCP. Any individual with a mutual interest in military affairs and JBLM training and operations may be granted membership in SSMCP.

2. Working Group Chairs:

Role: Working Groups (WGs) will be established based on the strategies outlined in the GCP, the JLUS and on other topics of interest within the SSMCP membership. Each WG will be

represented by a spokesperson/chair that will serve as a non-voting member of the Steering Committee to represent their strategy area/topic of interest. WG chairs will be expected to report on priority implementation progress, and may also take new initiatives to the Steering Committee for consideration as part of the Partnership's annual work plan. Current WGs include Transportation & Infrastructure (T), Social Services (SS), Education (ED), Healthcare (HC), and the Business and Economic Development (BED).

3. Steering Committee:

Role: The Steering Committee (SC) is the foundation of the Partnership and the members are committed to remaining actively involved in the Partnership moving forward. The SC provides broad oversight to the implementation of the recommendations, strategies and action items outlined in the GCP and subsequent documents and identified as other SSMCP priorities. The SC coordinates the work of assigned staff with members of the Partnership, helps develop an annual work plan to implement GCP strategies and other SSMCP priorities, approves the annual work plan and annual budget, and is committed to ensuring that the SSMCP remains sustainable and has high value for the region. Finally, the SC is responsible for authorizing the creation of Working Groups (WGs) that reflect the needs, opportunities and intersection of military and community issues. Regular members will typically represent the local military installations, local and state governments, community organizations, and affected service districts in the region. The SC shall meet as necessary, but not less than quarterly, in order to coordinate the activities of assigned staff and clarify issues, formulate strategies, and propose action plans.

4. Executive Leadership Team:

Role: The Executive Leadership Team (ELT) is operational in nature, overseeing the day-to-day work of Partnership staff, activities and budget and serving as a sounding board for staff on emerging issues, problems, and initiatives that may occur during the interval between meetings of the full Steering Committee. The ELT is structured to promote timely and manageable communication and coordination between leadership and staff. The ELT has authority to negotiate and approve the terms of corporate memberships and sponsorships. The Executive Leadership Team (ELT) is open to any person, association, group, or organization having an interest in the purpose and objectives of the SSMCP, and such will be considered a member upon payment of the annual dues established by the Steering Committee.

5. Elected Officials Council:

Role: The Elected Officials Council (EOC) is the policy-making board for the SSMCP. The EOC's role is to advocate for military issues of mutual concern in the south Puget Sound region. The EOC is convened by its co-chairs, the Mayor of Lakewood, the Pierce County Executive, and the Chair of the Thurston County Commissioners at least two times annually to receive updates on military and community issues, review the SSMCP annual work plan, coordinate legislative strategies, and suggest outreach efforts to maintain a high level of visibility for these priorities. EOC meetings will conform to the Open Public Meetings Act of the State of Washington, 42.30 RCW. Each EOC member is allocated one vote on action items.

All elected leaders within Pierce and Thurston Counties, the surrounding cities and legislative districts are invited to attend EOC meetings, but a single representative from each governmental body is requested to vote and represent their interests on the EOC.

VI. Funding:

There is a financial commitment required to participate in the Partnership. To ensure smooth and continuous operations over time, it is desirable to structure for maximum financial stability. To that end, the financial commitment for Executive Leadership Team (ELT) and Steering Committee (SC) members are set based on the funds needed for pay, benefits, and program overhead for two full-time SSMCP staff members to focus on the work plan priorities established by the SC. Costs are also expected to include operations and administration, consultant efforts, and the commissioning of special studies as well as other activities as approved by the Steering Committee. Each year, in conjunction with preparation of the Annual Work Plan and Budget, dues will be calculated based on a methodology agreed to by a majority of the combined ELT and SC members. This commitment is outlined in Appendix A of this Agreement.

Sponsorship is encouraged to support SSMCP activities but is separate and distinct from corporate membership.

1. Sponsorship:

Role: Organizations may sponsor SSMCP events, projects, or operational costs (e.g., staff time, administrative resources, marketing, etc...). Sponsorships can be at any amount agreed upon by the sponsor and SSMCP's ELT. Terms of sponsorships shall be individually negotiated. Sponsorships of SSMCP operational costs shall not affect SSMCP's mission.

a) Sponsorships shall be subject to review and recommendation for approval or denial by the Executive Leadership Team to the Steering Committee; and either a vote by the Steering Committee or, should the sponsorship be for an item or action that affects the mission of the SSMCP, a vote by the Elected Officials Council. Sponsorships will be time limited to one year or for the duration of the event sponsored.

b) Sponsors may:

- 1) Request to present information relevant to their sponsorship to the Executive Leadership Team and/or Steering Committee periodically
- 2) Attend Elected Official, Steering Committee and Working Group meetings
- 3) Interact with SSMCP members and the general public via SSMCP as provided for in their sponsorship agreement.
- 4) Request contact information for SSMCP members (i.e., mailing and e-mailing addresses)

VII. Formation of Ad hoc Subcommittees:

The Partnership may be supported by technical experts, advisors, and community staff and leadership in various agency, jurisdictional, non-profit, and institutional capacities. Ad hoc subcommittees will be formed by action of the SC as necessary to carry out the specific recommendations and strategies of the GCP or other SSMCP priorities.

VIII. Review/Changes:

The signatories (or their successors) will review this MOA periodically, but no less than **bi-annually**. Proposed changes to this MOA will be in writing and shall be subject to approval in any event by the signatories or their successors.

IX. Effective Date and Termination:

This Agreement is effective when signed and shall remain in effect until terminated by a majority of the Steering Committee members in good standing. Any member partner may terminate its membership in the Partnership by providing no less than 30 days written notice to the Partnership of the desired termination date. Upon terminating its membership, a member forfeits its membership dues to SSMCP.

Upon termination without renewal or replacement of this MOA, or upon dissolution of the SSMCP, any unencumbered SSMCP funds shall be returned, pro rata, to its then current membership (i.e., General, Working Group, Steering Committee, and Executive Leadership Team members will each receive an amount proportional to the percentage of each type of membership within SSMCP's total membership divided by the total number of their type of member.)

X. Indemnification:

Each Party shall defend, indemnify and hold each other harmless from any and all claims, demands, suits, actions, judgments, recoveries, liabilities, penalties, costs and expenses, including, but not limited to reasonable attorneys' fees, resulting from damage or bodily injury, including death, to the extent caused by a Party's breach of this Agreement or the negligent actions or omissions of that Party, or its employees, agents, or officers, elected or appointed. The foregoing indemnity specially covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this Section. The indemnification obligation provided in this section shall survive the expiration or earlier termination of this Agreement for the duration of any applicable statute of limitations.

XI. Effect of Agreement:

This MOA is an internal agreement and does not confer any rights upon any individual or other entity. This MOA sets forth mutual goals and approaches. This MOA is not intended to create any rights, benefits, or other responsibilities, either substantive or procedural, nor is it enforceable as law or equity by a party against the U.S., its agencies, its officers, or any other person.

Nothing in this MOA shall obligate members to expend other monies or enter into any contract or other obligation. Nothing in the MOA shall be interpreted as limiting, superseding, or otherwise affecting the Parties' normal operations or decisions in carrying out their statutory or

EXHIBIT A

Membership and Annual Financial Commitment

The Executive Leadership Team (ELT) will be comprised of:

1. Joint Base Lewis-McChord Headquarters (advisory only, *ex officio*)
2. Members who pay the identified financial commitment

Local governments will be represented by the chief appointed official, or his/her designee, of their jurisdiction. JBLM will be represented by the Joint Base Commander (JBC) and/or his Chief of Staff. ELT members will also be members of the Steering Committee, and on an annual rotating basis (or other arrangement) each member of the ELT will serve as chair of the Steering Committee at the regular monthly meeting.

The Steering Committee (SC) will be comprised of ELT members, regular members and Working Group (WG) Chairs who pay the identified financial commitment.

The chief appointed official, or his/her designee, from local governments will represent their jurisdiction on the SC.

Working Groups (WG) consist of representatives from the numerous military, public and private sector interests in SSMCP's region that interact regarding issues arising from the presence of JBLM and Camp Murray. WG Chairs will be the chief appointed officials, or their designees, of those members that pay the financial commitment to serve as chair.

Financial Commitments

Financial commitments are tiered based on level of involvement, as follows:

1. Executive Leadership Team (ELT): \$50,000 annually unless this amount is prohibited by law, regulation, or local policy.
2. Steering Committee (SC): \$6,500 annually unless this amount is prohibited by law, regulation, or local policy.
3. Working Group (WG) Chairs: \$2,500 annually for as long as they actively chair a WG.*
4. General Members: \$500 annually.
 - a. Corporate Members: individually negotiated by the ELT and reviewed and approved by the SC.
 - b. Non-profit Members: \$100 annually for non-profits with annual revenue under \$1,000,000 and a negotiated membership rate for those with higher annual revenue.
 - c. Individual Members: \$50 annually
5. Corporate Sponsorships: Individually negotiated by the ELT. Sponsorships may or may not include the amount for a corporate membership.

Membership costs may be reduced through in-kind donations with advance approval of the majority of SC members in good standing. An example of an acceptable in-kind donation is staff

time dedicated to SC Work Plan priorities that is significantly above and beyond that expected of all SC members in their role on the SC.

**An exception has been approved by the Steering Committee for the Tacoma-Pierce County Health Department who shall pay \$500 to cover its WG Chair costs and the remainder through in-kind services.*

SSMCP Members

Executive Leadership Team:

1. City of Lacey
2. City of Lakewood
3. Pierce County
4. Joint Base Lewis-McChord Headquarters (*ex officio*)
5. Other members who may join by paying financial commitment

Steering Committee Members:

1. City of DuPont
2. City of Tacoma
3. City of University Place
4. City of Yelm
5. Thurston County
6. Nisqually Tribe
7. Joint Base Lewis-McChord Headquarters
8. WA Military Department
9. Other members who may join by paying financial commitment

2018 Working Group Chairs:

WG Chairs will be the chief appointed officials, or their designees, of those members that pay the financial commitment to serve as chair.

1. Tacoma-Pierce County Chamber (as Chair of the Business & Economic Development WG)
2. Tacoma-Pierce County Health Department (as Chair of the Health Care WG)
3. United Way of Pierce County (as Chair of the Social Services WG)
4. Washington State Department of Transportation (as co-Chair of the Transportation WG).
5. Thurston Regional Planning Council (as co-Chair of the Transportation WG)
6. Pierce Transit (as co-Chair of the Transportation WG)
7. Clover Park School District (Chair of the Education WG) and South Puget Sound Community College (Chair of the Higher Education WG)
8. If needed, other WGs will be formed at the request of the SC, and Chairs will be appointed accordingly.

Invoicing

The City of Lakewood will act as the fiduciary agent for the SSMCP and will be responsible for invoicing the members pursuant to this agreement.

After signature, members will be invoiced for annual membership fees. Invoicing will begin in October of the preceding year. Membership fee payment that is not received by February 1 will be considered late and will suspend the member's meeting attendance and voting privileges. A member's good standing will be reinstated upon receipt of the full membership fee.

Annual fees shall be prorated on a monthly basis during the first year for members who join after January 1 of that year; such members will pay full fees in subsequent years.

Attachment A: Membership Structure to 2017 MOA



regulatory duties. This MOA does not limit or restrict members from participating in similar activities or arrangements with other agencies.

Signed, dated and acknowledged:

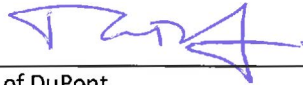
Don Anderson

Pierce County



John G. Crawford

City of Lakewood



City of Lacey



City of Yelm

City of DuPont



Joint Base Lewis – McChord Headquarters

Fanner McLean

Nisqually Tribe

Bud Blake

Thurston County

City of Tacoma



City of University Place



MEMORANDUM OF AGREEMENT 2023-2024

This agreement is made between the undersigned parties and hereto it is agreed as follows:

I. Establishment:

This Memorandum of Agreement (MOA) establishes the structure, roles and responsibilities of the South Sound Military & Communities Partnership (SSMCP, or the Partnership). This organization has evolved and requires new language that better reflects the status of the organization. This MOA entirely supersedes any previous SSMCP MOAs. The SSMCP is a regional partnership that may provide funding for employees to support the work of the organization but does not directly employ any individual.

Per this MOA, the City of Lakewood (the City) shall serve as the fiduciary agent of the SSMCP as well as providing legal advice and other administrative services as necessary to the Partnership. When acting on behalf of the Partnership, City staff will act pursuant to SSMCP direction. In carrying out duties pursuant to SSMCP direction, City staff shall follow the administrative and financial procedures of the City of Lakewood. In the event City staff, acting on behalf of the SSMCP, develop a conflict or the appearance of conflict, in direction between the SSMCP and the interests of the City, action shall be taken to allocate separate staff to the SSMCP and the City for that issue.

II. Purpose:

The Partnership provides a framework for collaboration in the south Puget Sound region between local governments, military installations, State agencies, Federal agencies, and community organizations to better coordinate efforts in areas such as: military relations; transportation and land use planning; environmental protection; emergency preparedness; data coordination; funding requests (e.g., grant applications); health care coordination; population forecasting; workforce development; education; housing; community development; economic development; state legislative advocacy and other issues that may arise. The Partnership provides actionable recommendations to regional leaders on initiatives, programs, and topics that strengthen the role that Joint Base Lewis-McChord (JBLM), the National Guard, and Reserves play in America's defense strategy, the economic health and vitality of the region, and the State of Washington.

The Partnership:

1. Focuses on the intersection of issues between local governments and the military community, engaging the support of the business, healthcare, education, workforce development, charitable, and social services communities;



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2. Assists in the coordination of governmental efforts so that all citizens of the community can receive the full benefits of the economic, civil, commercial, cultural, and educational opportunities presented to them via the presence of the military installation, and so that the impact of the military community will be fairly shared;
3. Provides a venue for regular communication and coordination between military, local government, and community organizations regarding issues of common interest.
4. Promotes the general welfare of the region;
5. Acts on behalf of the members as the regional organization recognized by the Federal government for applying for community assistance and grants related to mission changes and/or growth at JBLM and Camp Murray;
6. Coordinates state and federal legislative educational and advocacy efforts by members and SSMCP staff related to the promotion of common interests as approved by the Steering Committee;
7. Acts as the regional representative of the member governments to coordinate with JBLM and Camp Murray regarding the ability of each installation to accomplish its current and future projected mission, and,
8. Participates on the Washington Military Alliance (WMA) on behalf of the SSMCP membership.

III. Objectives:

1. Work collaboratively to create, expand, and improve opportunities to collect and disseminate information and best practices that address the challenges of the local communities, residents, businesses, and military installations in our region to succeed in meeting their own needs without preventing the others from meeting their needs, both now and in the future. Specifically:
 - a. Coordinate and provide recommendations to the region's leaders to remedy and protect JBLM and Camp Murray from encroachment or other initiatives that could result in degradation of or restriction to military operations on or based out of JBLM and Camp Murray.
 - b. SSMCP will make good faith efforts to notify local military installations of comprehensive plan updates and land use regulations or other projects in the surrounding communities that may impact military operations.

Notification by SSMCP does not relieve local jurisdictions of any notification requirements under state law.

2. Coordinate with commanders, communities, and State and Federal agencies on affairs that affect the installation and may require State coordination and assistance.



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3. Develop and advocate for a consensus State legislative agenda on behalf of SSMCP members.
4. Serve as a “single point of contact” to ensure that area communities, the military, Washington State’s congressional delegation, and Federal agencies, as appropriate, are fully aware of activities likely to result in impacts or benefits to the region.
5. Support efforts by agencies and service providers in the region to implement the relevant recommendations and strategies informed by the 2022 JBLM Growth Coordination Plan (GCP), the 2015 JBLM JLUS, and more recently identified SSMCP priorities, which include:
 - a. A sound infrastructure system, adequate housing and education, and transition support into Pierce and Thurston county workforces for military members and their families, military retirees, and veterans;
 - b. Support for economic development organizations and initiatives that focus on leveraging the military and related business opportunities to help create jobs and expand defense and homeland security related economic development activity in the South Sound.
6. Coordinate the development of processes, similar to those already in place for artillery firing notices, to ensure that the military installations provide timely advance notification of operations which are likely to impact other partner members, and that other partner members provide the same courtesy to the military installations.
7. Discuss and potentially act upon other issues or matters that the SSMCP deems essential to fulfilling its purpose.

IV. Responsibilities:

1. Maintain a vision, organizational structure, brand, and a Work Plan for the Partnership consistent with the recommendations and strategies identified in the GCP and subsequent documents as well as other SSMCP priorities.
2. Form Working Groups (WGs) that support the Partnership and the implementation of Partnership goals and priorities. Consider stakeholders involved in the ten Expert Panels of the GCP effort for these working groups, but also be open to new stakeholders.
3. Develop and commit to a schedule of regular meetings for the Partnership and the WGs.
4. Hold an annual public forum that includes speakers from JBLM, regional stakeholders, and/or any other relevant organizations to share news; report on major changes at



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JBLM, Camp Murray, and in local jurisdictions; discuss progress on GCP and Working Group strategies, SSMCP priorities and other plans; network among current and seek new SSMCP members; recognize outstanding service; and celebrate new partnerships and programs.

5. Hold a member-exclusive event (in person, via social media, etc.) annually during which data concerning progress and information about JBLM, Camp Murray, and SSMCP priorities would be shared (including, for instance, actual and projected military-connected (active duty, civilian employee, and military family (population and employment changes, construction projects, funding changes, mobilization and deployment, etc.)
6. Formalize a method for data sharing between JBLM and Camp Murray and the surrounding communities which would include the most recent military related population changes, including incoming personnel, deployments, Department of Defense (DoD) civilian operations, and construction projects.
7. Develop periodic publications (e.g., newsletters, memoranda, schedules, press releases, etc.) to share with members regarding expansion/contraction of JBLM personnel, mobilization, training cycles, and deployment, Partnership survey results, and other issues of interest.
8. Support information-sharing and appropriate advocacy with state and federal legislative bodies.
9. Accept an active role to ensure that efforts to implement SSMCP priorities are funded and sustained through the foreseeable future.

V. Membership:

Financial commitments are tiered based on level of membership involvement (i.e., Individual, Non-profit, Corporate, General, Working Group Chair, Steering Committee, Executive Leadership Team.) Membership costs may be reduced through in-kind donations with advance approval of the majority of Steering Committee members in good standing. The Steering Committee reserves the right to review and approve memberships.

Participants: The Partnership is open to any person, association, group, or organization having an interest in supporting the purpose and objectives of the SSMCP and such will be considered a member upon approval by the Steering Committee and payment of the established annual dues. The Partnership is intended to be as inclusive as necessary to address the numerous topical areas included in SSMCP priorities.



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To ensure efforts of the Partnership are planned, coordinated, and implemented with a focus on outcomes, the structure of the SSMCP is as follows:

1. General Members:

Role: The primary role of the general membership is to provide expertise, perspective and guidance to the Steering Committee on specific topics that promote the objectives of the SSMCP. Members will gather at least annually (more often, if necessary) to share best practices and receive information on changes at JBLM and Camp Murray as well as in adjacent communities. They will also be encouraged to share their insights on existing conditions and growth trends; assist in the development of the GCP and other SSMCP priority implementation; and to review any studies, products, and other information developed by staff.

a. Local government:

Role: Local governments helped establish SSMCP to improve regional collaboration and coordination with JBLM. Any local government with a mutual interest in military affairs and JBLM training and operations may be granted membership in the SSMCP.

b. Corporate Members:

Role: Corporations whose goals, objectives, and business operations are consistent with military values and SSMCP's mission, Strategic Plan and Work Plan will be considered for membership in the SSMCP. Steering Committee members have the authority to approve or disapprove corporate membership by majority vote when a quorum is present.

c. Non-Profit Members:

Role: Non-profit organizations provide expertise, perspective, and guidance on specific topics and can provide information and leadership to SSMCP and can serve on working groups, ad hoc subcommittees, and the Steering Committee. Non-Profits with a mutual interest in military affairs and JBLM training and operations may be granted membership in SSMCP.



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Role: Individual community members may join the SSMCP and to learn about and support the objectives of SSMCP. Any individual with a mutual interest in military affairs and JBLM training and operations may be granted membership in SSMCP.

2. Working Group Chairs:

Role: Working Groups (WGs) will be established based on the strategies outlined in the GCP, the JLUS and on other topics of interest within the SSMCP membership. Each WG will be represented by a spokesperson/chair that will serve as a non-voting member of the Steering Committee to represent their strategy area/topic of interest. WG chairs will be expected to report on priority implementation progress, and may also take new initiatives to the Steering Committee for consideration as part of the Partnership's annual work plan. Current WGs include Transportation & Infrastructure (T), Social Services (SS), Education (ED), Healthcare (HC), and the Business and Economic Development (BED) Housing Task Force and the Military Installation Resiliency Review (MIRR)

3. Steering Committee:

Role: The Steering Committee (SC) is the foundation of the Partnership and the members are committed to remaining actively involved in the Partnership moving forward. The SC provides broad oversight to the implementation of the recommendations, strategies and action items outlined in the GCP and subsequent documents and identified as other SSMCP priorities. The SC coordinates the work of assigned staff with members of the Partnership, helps develop an annual work plan to implement GCP strategies and other SSMCP priorities, approves the annual work plan and annual budget, and is committed to ensuring that the SSMCP remains sustainable and has high value for the region. Finally, the SC is responsible for authorizing the creation of Working Groups (WGs) that reflect the needs, opportunities and intersection of military and community issues. Regular members will typically represent the local military installations, local and state governments, community organizations, and affected service districts in the region. The SC shall meet as necessary, but not less than quarterly, in order to coordinate the activities of assigned staff and clarify issues, formulate strategies, and propose action plans.

4. Executive Leadership Team:

Role: The Executive Leadership Team (ELT) is operational in nature, overseeing the day-to-day work of Partnership staff, activities and budget and serving as a sounding



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board for staff on emerging issues, problems, and initiatives that may occur during the interval between meetings of the full Steering Committee. The ELT is structured to promote timely and manageable communication and coordination between leadership and staff. The ELT has authority to negotiate and approve the terms of corporate memberships and sponsorships. The Executive Leadership Team (ELT) is open to any person, association, group, or organization having an interest in the purpose and objectives of the SSMCP, and such will be considered a member upon payment of the annual dues established by the Steering Committee.

5. Elected Officials Council:

Role: The Elected Officials Council (EOC) is the policy-making board for the SSMCP. The EOC's role is to advocate for military issues of mutual concern in the south Puget Sound region. The EOC is convened by its co-chairs, the Mayor of Lakewood, the Pierce County Executive, The Nisqually Tribe, and the Chair of the Thurston County Commissioners at least two times annually to receive updates on military and community issues, review the SSMCP annual work plan, coordinate legislative strategies, and suggest outreach efforts to maintain a high level of visibility for these priorities. EOC meetings will conform to the Open Public Meetings Act of the State of Washington, 42.30 RCW. Each EOC member is allocated one vote on action items.

All elected leaders within Pierce and Thurston Counties, and the Nisqually Indian Tribe the surrounding cities and legislative districts are invited to attend EOC meetings, but a single representative from each governmental body is requested to vote and represent their interests on the EOC.

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Each year, in conjunction with preparation of the Annual Work Plan and Budget, dues will be calculated based on a methodology agreed to by a majority of the combined ELT and SC members. This commitment is outlined in Appendix A of this Agreement.



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6. Sponsorship:

Role: Organizations may sponsor SSMCP events, projects, or operational costs (e.g., staff time, administrative resources, marketing, etc...). Sponsorships can be at any amount agreed upon by the sponsor and SSMCP's ELT. Terms of sponsorships shall be individually negotiated. Sponsorships of SSMCP operational costs shall not affect SSMCP's mission.

a) Sponsorships shall be subject to review and recommendation for approval or denial by the Executive Leadership Team to the Steering Committee; and either a vote by the Steering Committee or, should the sponsorship be for an item or action that affects the mission of the SSMCP, a vote by the Elected Officials Council. Sponsorships will be time limited to one year or for the duration of the event sponsored.

b) Sponsors may:

- 1) Request to present information relevant to their sponsorship to the Executive Leadership Team and/or Steering Committee periodically
- 2) Attend Elected Official, Steering Committee and Working Group meetings
- 3) Interact with SSMCP members and the general public via SSMCP as provided for in their sponsorship agreement.
- 4) Request contact information for SSMCP members (i.e., mailing and e-mailing addresses)

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The Partnership may be supported by technical experts, advisors, and community staff and leadership in various agency, jurisdictional, non-profit, and institutional capacities. Ad hoc subcommittees will be formed by action of the SC as necessary to carry out the specific recommendations and strategies of the GCP or other SSMCP priorities.

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The signatories (or their successors) will review this MOA periodically, but no less than **bi- annually**. Proposed changes to this MOA will be in writing and shall be subject to approval in any event by the signatories or their successors.

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MEMORANDUM OF AGREEMENT 2023-2024

terminate its membership in the Partnership by providing no less than 30 days written notice to the Partnership of the desired termination date. Upon terminating its membership, a member forfeits its membership dues to SSMCP.

Upon termination without renewal or replacement of this MOA, or upon dissolution of the SSMCP, any unencumbered SSMCP funds shall be returned, pro rata, to its then current membership (i.e., General, Working Group, Steering Committee, and Executive Leadership Team members will each receive an amount proportional to the percentage of each type of membership within SSMCP's total membership divided by the total number of their type of member.)

X. Indemnification:

Each Party shall defend, indemnify and hold each other harmless from any and all claims, demands, suits, actions, judgments, recoveries, liabilities, penalties, costs and expenses, including, but not limited to reasonable attorneys' fees, resulting from damage or bodily injury, including death, to the extent caused by a Party's breach of this Agreement or the negligent actions or omissions of that Party, or its employees, agents, or officers, elected or appointed. The foregoing indemnity specially covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this Section. The indemnification obligation provided in this section shall survive the expiration or earlier termination of this Agreement for the duration of any applicable statute of limitations.

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Nothing in this MOA shall obligate members to expend other monies or enter into any contract or other obligation. Nothing in the MOA shall be interpreted as limiting, superseding, or otherwise affecting the Parties' normal operations or decisions in carrying out their statutory or or regulatory duties. This MOA does not limit or restrict members from participating in similar activities or arrangements with other agencies.



MEMORANDUM OF AGREEMENT 2023-2024

EXHIBIT A

Membership and Annual Financial Commitment

The Executive Leadership Team (ELT) will be comprised of:

1. Joint Base Lewis-McChord Headquarters (advisory only, *ex officio*)
2. Members who pay the identified financial commitment

Members who pay the identified financial commitment

Local governments will be represented by the chief appointed official, or the designee, of their jurisdiction. JBLM will be represented by the Joint Base Commander (JBC) and/or the Chief of Staff. ELT members will also be members of the Steering Committee, and on an annual rotating basis (or other arrangement) each member of the ELT will serve as chair of the Steering Committee at the regular monthly meeting.

The Steering Committee (SC) will be comprised of ELT members, regular members, and Working Group (WG) Chairs who pay the identified financial commitment. The chief appointed official, or the designee, from local governments will represent their jurisdiction on the SC.

Working Groups (WG) consist of representatives from the numerous military, public, and private sector interests in SSMCP's region that interact regarding issues arising from the presence of JBLM and Camp Murray. WG Chairs will be the chief appointed officials, or their designees, of those members that pay the financial commitment to serve as chair.

Financial Commitments

Financial commitments are tiered based on level of involvement, as follows:

1. Executive Leadership Team (ELT): \$50,000 - \$75,000; the City of Lakewood and Pierce County will pay \$75,000 while the City of Lacey and the Nisqually Indian Tribe pay \$50,000 annually unless this amount is prohibited by law, regulation, or local policy.

The Executive Leadership Team consists of the following:

1. City of Lacey
2. City of Lakewood
3. Pierce County
4. Nisqually Tribe
5. Joint Base Lewis-McChord Headquarters (*ex officio*)
6. Other members who may join by paying financial commitment



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2. Steering Committee (SC): \$8,500 annually unless this amount is prohibited by law, regulation, or local policy. *

The Steering Committee Members consist of the following:

1. City of DuPont
2. City of Tacoma
3. City of University Place
4. City of Yelm
5. Thurston County
6. Puget Sound Energy
7. Other members who may join by paying financial commitment

Working Group (WG) Chairs consist of the following:

1. Tacoma-Pierce County Chamber (Chair of the Business & Economic Development WG)
2. Thurston County Chamber (Chair of the Business & Economic Development WG)
3. Tacoma-Pierce County Health Department (as Chair of the Health Care WG)
4. United Way of Pierce County (Chair of the Social Services WG)
5. City of Olympia, (Chair of the Social Services WG)
6. Washington State Department of Transportation (Chair of the Transportation WG)
7. Thurston Regional Planning Council (Chair of the Transportation WG)
8. Pierce Transit (Chair of the Transportation WG)
9. Bates Community College (Chair of the Education WG)
10. Clover Park School District (Chair of the Education WG)
11. Operation Red Dot (Chair of the Housing Task Force)
12. Cohen Veterans Network at Valley Cities (Chair of the Healthcare WG)
13. Pierce County Executive's Office -Behavioral Health (Chair of the Healthcare WG)
14. Resiliency Task Force (chair TBD)
15. If needed, other WGs will be formed at the request of the SC, and Chairs will be appointed accordingly.

4. General Members: \$500 annually.

- a. Corporate Members: individually negotiated by the ELT and reviewed and approved by the SC.
- b. Non-profit Members: \$100 annually for non-profits with annual revenue under \$1,000,000 and a negotiated membership rate for those with higher annual revenue.



MEMORANDUM OF AGREEMENT 2023-2024

c. Individual Members: \$50 annually

5. Corporate Sponsorships: Individually negotiated by the ELT. Sponsorships may or may not include the amount for a corporate membership.

Membership costs may be reduced through in-kind donations with advance approval of the majority of SC members in good standing. An example of an acceptable in-kind donation is staff time dedicated to SC Work Plan priorities that is significantly above and beyond

* An exception has been approved by the Steering Committee for City of Tacoma who shall pay \$6,500 for 2023.

Invoicing

The City of Lakewood will act as the fiduciary agent for the SSMCP and will be responsible for invoicing the members pursuant to this agreement.

After signature, members will be invoiced for annual membership fees. Invoicing will begin in October of the preceding year. Membership fee payment that is not received by February 1 will be considered late and will suspend the member's meeting attendance and voting privileges. A member's good standing will be reinstated upon receipt of the full membership fee. Annual fees shall be prorated on a monthly basis during the first year for members who join after January 1 of that year; such members will pay full fees in subsequent years.



MEMORANDUM OF AGREEMENT 2023-2024



2023 MOA Attachment A

Executive Leadership Team:

\$50-75K

The ELT shall act for and on behalf of the Steering Committee when the Steering Committee is not in session.

SSMCP Staff:

- Program Director
- Program Coordinator

Elected Officials Council:

All elected leaders in the South Sound region which elect officials shall be invited to participate on the EOC.

The EOC shall convene 2-3 times annually to receive updates on military and community issues, review the annual work plan, coordinate legislative strategies, and suggest outreach efforts to maintain a high level of visibility for these priorities.

Steering Committee: \$8.5K

The Steering Committee is the primary decision-making body of the organization and provides broad oversight to the implementation of the recommendations, strategies and action items outlined in the Growth Coordination Plan and successor documents.

Working Group Lead: \$2.5K

Working groups, task forces, and/or other such committees may be established by the Steering Committee as the Steering Committee deems necessary and pursuant to the MOA.

Organizational: \$500

The purpose of the organizational membership is to provide expertise, perspective and guidance to the Steering Committee on specific topics that promote the objectives of the SSMCP.

Non-Profit: \$100

Non-Profits provide expertise, perspective and guidance to working groups on specific topics that promote the objectives of SSMCP.

Individual: \$50

Individual community members may join to be a part of SSMCP and support the objectives of SSMCP.

Corporate Involvement

Determined on a case by case basis to meet mutually beneficial objectives.



SOUTH SOUND MILITARY &
COMMUNITIES PARTNERSHIP

MEMORANDUM OF AGREEMENT 2023-2024

Signed, dated and acknowledged:

Pierce County

City of Lakewood

City of Lacey

Nisqually Indian Tribe

Joint Base Lewis McChord Headquarters

City of DuPont

City of University Place

City of Yelm

Thurston County

Puget Sound Energy

City of Tacoma



LACEY CITY COUNCIL MEETING
May 18, 2023

SUBJECT: 2023 Community Development Block Grant Program Funding

RECOMMENDATION: Discuss and motion to approve desired 2023 CDBG program funding.

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Shannon Kelley-Fong, Assistant City Manager *SKF*

ORIGINATED BY: City Manager's Department

ATTACHMENTS: None

FISCAL NOTE: \$1,054,198 for CDBG programming.

WORK PLAN GOAL AND STRATEGY: A Vibrant Place to Live, Work, & Play - (D)(14)

PRIOR REVIEW: [January 12, 2023 – Worksession](#) – 2023 Priorities
[April 13, 2023 – Worksession](#) – Review of Application
[April 27, 2023 – Worksession](#) – Affordable Housing Presentations

BACKGROUND: For a full background on the Community Development Block Grant (CDBG) Entitlement Program see the staff reports from the [January 12, 2023 Worksession](#) and [April 13, 2023 Worksession](#). Affordable Housing capital project applicants provided presentations on their respective projects at the [April 27, 2023 – Worksession](#).

For 2023, the TC CDBG Consortium received a total of \$1,206,086 in CDBG funding. After accounting for Thurston County program administration costs (20%, \$241,217), there remains a total of \$1,054,198 in CDBG funding available for the City to allocate (this total includes \$89,328 in remaining administrative costs for FY 2021). The maximum amount of funds that can be allocated to public services is \$180,913 (15% of total 2023 funds). The minimum amount of funds that can be allocated to capital projects is \$873,285. **Table 1** below provides an overview of 2023 CDBG funding levels.

Table 1	
2023 CDBG Funding	
Total 2023 CDBG funding	\$1,206,086
Thurston County Administration (20%)	\$ 241,217
Funding available for Lacey	\$1,054,198
Max. funding for Public Services	\$ 180,913
Min. funding for Capital Projects	\$ 873,285 (\$783,956+\$89,328 FY 2021 left over admin.)

The City received a total of twelve (12) proposals for 2023 CDBG funding totaling \$2,162,993. Six (6) of the applications were for Public Services with requests totaling \$507,195. The remaining six (6) applications were for Capital Projects with requests totaling \$1,571,798, see **Table 2**. **Table 5** and **Table 6**, found at the end of the staff report, provide an overview of all of the applications received.

Table 2			
All 2023 CDBG Applications (totals)			
CDBG Funding	Funding Available	Funding Requested	Difference
Public Services	\$180,913 (Max)	\$507,195	\$(326,282)
Capital Projects	\$873,285 (Min)	\$1,571,798	\$(698,513)

2023 CDBG Recommendations: As discussed during the April 13, 2023 Worksession, staff recommends funding the public service programs identified in **Table 3**.

TABLE 3		
Recommended Public Services for 2023 CDBG Funding		
Application Title	Organization Name	Requested Amount
Lacey Club Scholarships for Youth Experiencing Homelessness	Boys and Girls Clubs of Thurston County	\$50,000
The Community Kitchen	Catholic Community Services SW	\$11,355
Monarch Children's Justice & Advocacy Center- Child Interviews	Community Action Council of Lewis, Mason and Thurston Counties	\$60,000
Home Share Program	Senior Services for South Sound	\$21,000
Total Public Services		\$142,355
2023 CDBG Public Service Maximum Funding		\$180,913
Remaining		\$38,558

Staff recommends applying the remaining \$38,588 eligible for public service programs to affordable housing capital projects. At the April 13, 2023 Worksession, the Lacey City Council identified affordable housing projects as the top priority for capital project funding for 2023.

For capital projects, staff recommends moving forward with one of the options presented in **Table 4**. **Table 4** provides modified options from those previously reviewed and applies the

\$38,588 to capital projects. As an alternative, the City Council could elect to modify any of these options or create a new option.

TABLE 4									
2023 CDBG Potential Options for Capital Projects									
Organization Name	Purpose	Requested Amount	Minimum Funding	Option A	% of Request	Option B	% of Request	Option C	% of Request
Foundation For the Challenged	Housing for extremely low-income individ. w/ intellection & dev. disabilities	\$150,000	\$150,000	\$150,000	100%	\$150,000	100%	\$0.00	0%
Homes First	Housing for low and very low-income	\$455,000	Depends on the price of the property.	\$338,421.50	74%	\$376,843	83%	\$413,241	91%
Low Income Housing Institute (LIHI)	Preservation of affordable housing for low income, 40-50% AMI	\$770,000	No minimums	\$338,421.50	44%	\$300,000	39%	\$413,242	54%
Rebuilding Together Thurston County (RTTC)	Preservation of affordable housing	\$30,000	NA	\$30,000	100%	\$30,000	100%	\$30,000	100%
South Puget Sound Habitat for Humanity	Preservation of affordable housing	\$55,000	No minimums	\$55,000	100%	\$55,000	100%	\$55,000	100%
Totals		\$1,460,000		\$911,843		911,843		\$911,843	

In the future, City staff plans to perform a comprehensive evaluation of the CDBG funding process in advance of 2025.

ADVANTAGES:

1. The CDBG program provides critical community facilities and services that benefit low- and moderate-income residents.

DISADVANTAGES:

1. None identified.

TABLE 5								
All 2023 CDBG Applications for Public Services Overview								
CDBG eligible activity category	Organization Name	Application Title	Purpose	Org City	Requested Amount	Minimum Amount of Funding	Unduplicated households	Benefit to Lacey / Area Served
Public services	Boys and Girls Clubs of Thurston County	Lacey Club Scholarships for Youth Experiencing Homelessness	Lacey Club Scholarships	Olympia	\$50,000	No minimum	53 households served $\$96,115/53 = \$1,813$	Lacey Club, North Thurston Public Schools
Public services	Catholic Community Services SW	The Community Kitchen	Meals for unsheltered / low-income	Tacoma	\$11,355	\$10,000	3,028 meals to Lacey residents. Cost per meal: In-kind contributions = \$7.26 Cash only = \$3.75.	All of Thurston County including Lacey residents.
Public services	Community Action Council of Lewis, Mason and Thurston Counties	Monarch Children's Justice & Advocacy Center- Child Interviews	Support for abused children and families	Lacey	\$60,000	No minimum. Service would proportionally decrease with lesser funding.	32 households served $60,000/32 = \$1,875$	Operates within the city limits of Lacey and services from this project will serve lacey residents
Public services	OlyMAP	Safer Spaces: Smoke & Fire Mitigation CDBG	Outreach to address hazardous burning at camps	Olympia	\$185,000	NA	50 individuals served $\$165,767.54/50 = \$3,315.35$ or \$1,657.68/individual per year	Unsheltered camp communities located throughout the City of Lacey, including those located along the Martin Way corridor
Public services	Senior Services for South Sound	Home Share Program	Home sharing program	Olympia	\$21,000	\$20,000	48 individuals with a matching program between home providers and home seekers. Cost per person served is $\$21,000/48 = \437.50	Home Share serves all of Thurston County but will serve Lacey residents with CDBG funds.
Public services	Thurston County Council on Aging DBA Medical Equipment Bank and Senior News*	Thurston County Area Council on Aging/Medical Equipment Bank/Senior News*	Medical equipment, newsletter	Washington	\$179,840	No minimum	7500 = Medical Equipment Bank	The entire Lacey area, plus other communities
*If funded, Thurston County would need to perform more diligence to determine eligible activities based off information provided in the application.								

TABLE 6								
All 2023 CDBG Applications for Capital Projects Overview								
CDBG eligible activity category	Organization Name	Application Title	Purpose	Org City	Requested Amount	Minimum Amount of Funding	Unduplicated households	Benefit to Lacey
Affordable housing	Foundation For the Challenged	FFC Homes XIII-Lacey	Housing for extremely low-income individuals w/ intellection & dev. disabilities	Dublin	\$150,000	\$150,000	Total project budget is \$900,000/3 (one house x 3 tenants) = \$300,000 total cost per household	Organization is not located in Lacey and will serve all county residents 75% or more of beneficiaries will be Lacey residents
Affordable housing	Homes First	City of Lacey Rental Housing Property Acquisitions	Housing for low and very low-income	Lacey	\$455,000	The min. funding award depends on the price of the property	3-8 residents per year. Total project cost per household served: \$56,875 (\$455,000/8 residents) to \$150,667 (\$455,000/3 residents)	Organization is located in Lacey and will only serve Lacey residents
Affordable housing	Low Income Housing Institute (LIHI)	Magnolia Villa Apartments - Capital Support	Preservation of affordable housing for low income, 40-50% AMI	Seattle	\$770,000	No minimums	Cost per resident is \$11,493 and the total cost per unit is \$36,667. Improvements to last 20-30 years.	Organization is located in Lacey and will only serve Lacey residents Organization is located in Lacey and will serve all county residents 75% or more of beneficiaries will be Lacey residents
Affordable housing	Rebuilding Together Thurston County (RTTC)	Critical Home Repairs Program (CDBG - Lacey)	Preservation of affordable housing	Olympia	\$30,000	NA	Number of households = 8 Project budget total = \$30,000 \$30,000/8 = \$3,750 per household	Organization is not located in Lacey and will serve all county residents 75% or more of beneficiaries will be Lacey residents
Affordable housing	South Puget Sound Habitat for Humanity	Critical Home Repairs - Lacey CDBG	Preservation of affordable housing	Tumwater	\$55,000	No minimums	Number of households served = 20 (at minimum) Total project budget= \$373,800 \$373,800/20 = \$18,690 per household	Organization is not located in Lacey and will serve all county residents 75% or more of beneficiaries will be Lacey residents
Public facilities	Thurston County Food Bank	Lacey Client Service Center	Enhancements at Lacey food stand: HVAC & ventilation	Olympia	\$111,798	\$50,000	13,650 individuals \$8.19 per individual	Organization is located in Lacey and will serve all county residents 75% or more of beneficiaries will be Lacey residents

UTILITIES COMMITTEE MINUTES
MAY 1, 2023
12:01 P.M. – 12:27 P.M.
REMOTE AND IN PERSON ATTENDANCE

To hear the full discussion of a specific topic, or the complete meeting, you may watch the video-stream available on the City of Lacey's YouTube Channel:
<https://www.youtube.com/watch?v=Ryl5Wg7sROA>

COUNCIL PRESENT: COUNCILMEMBERS KUNKEL (CHAIR), COUNCILMEMBER STEADMAN AND COX (REMOTE)

STAFF PRESENT: RICK WALK, SCOTT EGGER, PETER BROOKS, DOUG CHRISTENSON, TABETHA RESTOULE

ACTION: APPROVE UTILITIES COMMITTEE AGENDA

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS STEADMAN AND COX

AMENDMENTS TO ILLICIT DISCHARGES (LMC 14.29) AND WELLHEAD PROTECTION AND CRITICAL AQUIFER RECHARGE AREAS (LMC 14.36)

STAFF: DOUG CHRISTENSON, WATER RESOURCES ENGINEER

ACTION: INFORMATION ONLY

The 2019-2024 Western Washington Phase II Municipal Stormwater Permit, issued by the Washington State Department of Ecology, includes two significant mandates that affect Lacey's Stormwater Management Program, which will require amendments to two chapters of the Lacey Municipal Code (LMC): Chapter 14.29 Illicit Discharges and Chapter 14.36 Wellhead Protection and Critical Area Recharge Areas.

The chapters of the LMC establish standards, regulations, and enforcement provisions to protect the water quality of surface water and groundwater within the City of Lacey. The amendments are necessary to ensure consistency and compliance with the Municipal Stormwater Permit. The proposed Lacey LMC amendments are intended to support Lacey's permit compliance efforts and improve consistency and clarity of definitions and requirements, with the overall goal of protecting water quality.

The Planning Commission conducted a public hearing on January 17, 2023. No written or oral public testimony was received. After the conclusion of the hearing, the Planning

Commission voted unanimously to recommend the adoption of the amendments to the City Council.

The proposed amendments will be scheduled for the City Council's consideration at a future Council meeting.

TRANSPORTATION COMMITTEE MINUTES
MAY 2, 2023
11:00 A.M. – 11:16 A.M.
REMOTE AND IN PERSON ATTENDANCE

To view the full meeting or a specific topic, you may watch the full video-stream which is available on the City of Lacey's YouTube Channel:

<https://www.youtube.com/watch?v=UNoinSxi8rQ>

COUNCIL PRESENT: DEPUTY MAYOR MILLER (CHAIR), AND COUNCILMEMBER VAZQUEZ
(REMOTE)

COUNCIL EXCUSED: COUNCILMEMBER STEADMAN

STAFF PRESENT: RICK WALK, SCOTT JOHNSTON, TABETHA RESTOULE

ACTION: APPROVE THE TRANSPORTATION COMMITTEE AGENDA

MOTION: MOTION MADE, SECONDED, AND CARRIED BY COUNCILMEMBER VAZQUEZ AND
DEPUTY MAYOR MILLER

2022 TRANSPORTATION MAINTENANCE ANNUAL REPORT

STAFF: SCOTT JOHNSTON, TRANSPORTATION MAINTENANCE SUPERVISOR

ACTION: INFORMATION ONLY

Staff presented the 2022 Transportation Maintenance Annual Report

The presentation included highlights from the following:

- Transportation Operations Sections and Organizational Chart
- Transportation Senior Technician Job Duties
- Stormwater Department and Personnel Hours
- Street Sweeping
- Stormwater Maintenance Crews and Facility Inspections
- Electrical Department, Personnel Hours, and Daily Duties
- Street Department and Personnel Hours
- Signs and Markings Department and Personnel Hours
- Transportation Emergency Hours